

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
DECEMBER 2, 2013
5:00 PM**



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

AGENDA

1. Hear the Public
2. Consent Agenda
 - A. **Approve Consent Agenda**
 - B. **Buy Local Information**
 - C. **Approve Updates To Snow & Ice Removal Policy & Procedure Manual For The City of Storm Lake & Storm Lake Municipal Airport**
3. **Public Hearing On Amendment #1 To The North #1 – Bargloff Urban Renewal Plan**
4. **Resolution No. 42-R-2013-2014 Adopting Amendment #1 To The North #1 – Bargloff Urban Renewal Plan**
5. **King's Pointe Waterpark Season End Review**
6. **Resolution No. 43-R-2013-2014 Update City Fee Resolution For King's Pointe Outdoor Waterpark Rates**
7. **Motion Approving A Cost Sharing Agreement For Yard Waste Handling.**
8. **Resolution No. 44-R-2013-2014 Approving Flood Mitigation Fund Application & City Contribution To Project**
9. **Approve Fluoride Equipment Grant Application**
10. **Resolution No. 45-R-2013-2014 Acceptance Of Bids & Award Of Contract - WWTP Contract #6**
11. **Public Hearing Proposed Community Development Block Grant (CDBG) Application - Housing 2014**
12. **Resolution No. 46-R-2013-2014 Approving Application To IEDA For CDBG Housing Rehabilitation Grant Program**
13. **Approval Of IDOT Agreement Reference Lake Avenue Trail Project**
14. **Motion To Approve Letter Of Interest To Be A Pilot Water Community**
15. **Motion To Go Into Closed Session Reference Iowa Code Chapter 21.5 (j) To Discuss The Purchase Of Property**
16. 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

12/2/2013

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 Golf Course Clubhouse disbursements for approval
- Approve Council Minutes - November 18, 2013
- Approve liquor license renewal Brewsters (subject to dram shop insurance)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$573,632.91
- King's Pointe Bills - \$102,596.13
- Sunrise Pointe Bills - \$918.76

The City will receive the following revenues:

- Liquor license renewal - \$845.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
 List of Bills	List of Bills
 King's Pointe & Sunrise Pointe List of Bills	List of Bills
 Minutes - November 18, 2013	Minutes
 Brewster's Liquor Report	Backup Material

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

Checks for Approval Report

From: 11/19/13 To 12/02/13
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00553.11.2013 Aflac Pretax	50.17
AFLAC	PR Batch 00553.11.2013 Aflac After tax	54.06
AFLAC	PR Batch 00554.11.2013 Aflac Pretax	418.88
AFLAC	PR Batch 00554.11.2013 Aflac After tax	79.50
City of Storm Lake	PR Batch 00554.11.2013 Dental employee/child	8.46
City of Storm Lake	PR Batch 00554.11.2013 Dental insurance employee c	14.70
City of Storm Lake	PR Batch 00554.11.2013 Dental employee/spouse	18.00
City of Storm Lake	PR Batch 00554.11.2013 Dental insurance family	102.00
City of Storm Lake	PR Batch 00554.11.2013 125 Flexible Benefits	570.14
City of Storm Lake	PR Batch 00554.11.2013 Flex- Child Care	173.08
City of Storm Lake	PR Batch 00554.11.2013 Health Insurance Family	2,009.16
City of Storm Lake	PR Batch 00554.11.2013 Health Insurance Single	377.23
City of Storm Lake	PR Batch 00553.11.2013 Dental insurance employee c	1.06
City of Storm Lake	PR Batch 00553.11.2013 Dental employee/spouse	8.68
City of Storm Lake	PR Batch 00553.11.2013 Dental insurance family	32.27
City of Storm Lake	PR Batch 00553.11.2013 125 Flexible Benefits	244.75
City of Storm Lake	PR Batch 00553.11.2013 Health Insurance Family	604.60
City of Storm Lake	PR Batch 00553.11.2013 Health Insurance Single	24.04
Collection Services Center	PR Batch 00553.11.2013 Child Support Payments to I	325.00
Collection Services Center	PR Batch 00554.11.2013 Child Support Payments to I	619.38
Conseco Health Insurance Co	PR Batch 00554.11.2013 Cancer Pre Tax Insurance	58.30
EFTPS	PR Batch 00554.11.2013 Federal Income Tax	10,179.33
EFTPS	PR Batch 00554.11.2013 FICA Employee Portion	3,728.59
EFTPS	PR Batch 00554.11.2013 FICA Employer Portion	3,728.59
EFTPS	PR Batch 00554.11.2013 Medicare Employee Portion	1,416.56
EFTPS	PR Batch 00554.11.2013 Medicare Employer Portion	1,416.56
EFTPS	PR Batch 00553.11.2013 Federal Income Tax	3,935.84
EFTPS	PR Batch 00553.11.2013 FICA Employee Portion	1,707.17
EFTPS	PR Batch 00553.11.2013 FICA Employer Portion	1,707.17
EFTPS	PR Batch 00553.11.2013 Medicare Employee Portion	487.93
EFTPS	PR Batch 00553.11.2013 Medicare Employer Portion	487.93
ICMA Retirement Trust 457	PR Batch 00553.11.2013 ICMA	950.00
ICMA Retirement Trust 457	PR Batch 00553.11.2013 ICMA City Paid	479.18
ICMA Retirement Trust 457	PR Batch 00553.11.2013 ICMA City paid for Police	424.91
ICMA Retirement Trust 457	PR Batch 00554.11.2013 ICMA	985.00
Iowa Public Employees	PR Batch 00554.11.2013 IPERS	3,704.36
Iowa Public Employees	PR Batch 00554.11.2013 IPERS City Share	5,559.58
Iowa Public Employees	PR Batch 00553.11.2013 IPERS	1,377.35
Iowa Public Employees	PR Batch 00553.11.2013 IPERS City Share	2,067.19
ITT Hartford AMS RPVA	PR Batch 00554.11.2013 457 Hartford	325.00
Muni Fire/Police Retire	PR Batch 00554.11.2013 Muni Police/Fire Pension	2,830.90
Muni Fire/Police Retire	PR Batch 00554.11.2013 Muni Police/Fire Pension Ci	9,070.93
Muni Fire/Police Retire	PR Batch 00553.11.2013 Muni Police/Fire Pension	521.22
Muni Fire/Police Retire	PR Batch 00553.11.2013 Muni Police/Fire Pension Ci	1,670.13
Teamsters Local Union 554	PR Batch 00554.11.2013 Union Dues	254.00
Treasurer State Of Iowa	PR Batch 00554.11.2013 State Income Tax	3,821.23
Treasurer State Of Iowa	PR Batch 00553.11.2013 State Income Tax	1,707.58

UNAVAILABLE

Department Total = 70,337.69

Police Department

Central Iowa Distributing, Inc	Supplies	503.26
City of Storm Lake	Serviced P-20	34.79
City of Storm Lake	Serviced P-14	43.59
City of Storm Lake	Serviced P-11	49.27
City of Storm Lake	Health Ins Allocations Dec2013	20,830.60

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Custodian of Petty Cash	Postage	16.46
Custodian of Petty Cash	Postage	6.97
Fitzpatrick Auto Center	Warranty Services to P-10	49.95
Hy-Vee, Inc	Meeting Expense	17.98
Hy-Vee, Inc	Supplies- No Tax	5.26
Hy-Vee, Inc	Supplies	20.94
Hy-Vee, Inc	Supplies	1.99
Iowa Office Supply Inc	Copier Maintenance	86.04
Jack's Uniforms & Equipment	Sweater- Doebel	93.94
Jack's Uniforms & Equipment	Pants & Shirt- Doebel	197.80
Jack's Uniforms & Equipment	Pants & Shirt- Lundberg	94.90
NW Ia Youth Emergency Services	Travel Services- Andrade	40.75
Pilot Tribune	Office Assistant Advertising	215.38
Pizza Hut	Meeting Expense	64.50
Principal Life Ins Co	Insurance Premium Dec 2013	2,055.42
ProElect/Professional Electronics	Service Call- Phone issues	154.00
Rasmussen's	Repaired Radiator & Waterpump P-16	758.38
Rasmussen's	Bulb Replacement P-12	565.63
Rasmussen's	Door Handle P-4	144.11
Schuchhardt Andrew	K-9 Training- Aurelia- Schuchhardt	16.00
Sirchie Finger Print Lab	Services	196.10
Trimark Physicians Group	Haz Mat Physical- Lundberg	249.00
Universal Credit Services Inc	Credit Checks- Dove, Holter	15.16
Wal Mart #01-1526	Batteries	29.61
Wal Mart #01-1526	Duck Tape	10.11
Wal Mart #01-1526	Supplies	7.97
Zee Medical Inc	First Aid Supplies	36.16

Police Department **Department Total =** 26,612.02

Fire Department

Alpha Wireless	Battery Pack (3)	50.40
Alpha Wireless	Batteries (5)	84.00
City of Storm Lake	Health Ins Allocations Dec2013	1,912.64
Fevold Joshua	Training- Ames- Fevold	272.38
Fire Service Bureau	Conference Dues for 2013- Fevold	20.00
Graham Tire	Overpaid invoice 6311675 by \$10.00	-10.00
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
Helens Commercial Laundry	Finance Charge on Late Payment	1.00
Iowa Office Supply Inc	Planner	19.69
Keller Ken	Seal Leak at Fire Station	53.64
Pilot Tribune	Volunteer Fire Department Advertising	176.22
Principal Life Ins Co	Insurance Premium Dec 2013	168.37
Stanton Electric, Inc	Pager Pouches	61.80
Star Energy, LLC	Trip Charge	35.00
Star Energy, LLC	Diesel Fuel	155.50
Toyne Inc	Gas Shock	63.29

Fire Department **Department Total =** 3,137.43

Building Official

Bomgaars Supply, Inc	Fuse	3.49
City of Storm Lake	Health Ins Allocations Dec2013	2,147.52
Iowa Assoc of Bldg Officials	2014 Membership- Olesen	50.00

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Principal Life Ins Co	Insurance Premium Dec 2013	138.25
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Building Official	Department Total =	2,339.26
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Law Enforcement

Buena Vista Co Attorney	Forfeited money SL 13-0632 Bieganowski	49.58
Buena Vista Co Attorney	Forfeited money SL 13-0632 Lee	65.63
Buena Vista Co Attorney	Forfeited money SL 13-0632 Liesinger	69.90
Buena Vista Co Attorney	Forfeited Vehicle Lynch	10.30
Buena Vista Co Attorney	Forfeited Vehicle Schmiz/Gaberial	39.93
Buena Vista Co Attorney	Forfeited Weapons SL 10-0522	28.62
Iowa Dept of Justice Attorney General's Office	Forfeited Case SL 13-0632	20.00
Iowa Dept of Justice Attorney General's Office	Forfeited Case SL 13-0632	25.90
Iowa Dept of Justice Attorney General's Office	Forfeited Case SL 13-0632	24.00
Iowa Dept of Justice Attorney General's Office	Title Transfers for Forfeited Vehicle- Lynch	100.00
Iowa Dept of Justice Attorney General's Office	Title Transfers for Forfeited Vehicle- Schmitz- Morenc	100.00

Law Enforcement	Department Total =	533.86
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Roadway Maintenance

Alliance Concrete Inc GCC	Concrete	270.00
Alliance Concrete Inc GCC	Concrete	482.00
Alliance Concrete Inc GCC	Concrete	350.63
Bolton & Menk, Inc	Engineering Services- 10th Street Rehabilitation	110.00
Bolton & Menk, Inc	Engineering Services- Richland Street Rehabilitation	110.00
Bomgaars Supply, Inc	Gloves (9)	134.91
City of Storm Lake	Health Ins Allocations Dec2013	4,875.71
City of Storm Lake	Replace inline fuel lift pump #22	80.86
City of Storm Lake	Serviced #8	41.89
Fastenal Company	Supplies	14.84
Gov't Finance Officers Assoc	GAAFR Review Newsletter 1/1/2014 to 12/31/2014	12.50
Graham Tire	Tire Repairs	18.00
Graham Tire	Rotation of Payloader	100.00
King's Pointe Resort	Employee Recognition Dinner- 2013	732.60
Lundell Construction Co. Inc.	Rock	271.88
Principal Life Ins Co	Insurance Premium Dec 2013	366.10
Silverstone Group	GASB Services FY2013	308.33
Zee Medical Inc	First Aid Supplies	98.30

Roadway Maintenance	Department Total =	8,378.55
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Snow Removal

City of Storm Lake	Health Ins Allocations Dec2013	1,716.60
City of Storm Lake	Repaired Plow Cutting Edge & Wiring	40.00
City of Storm Lake	Replace Spinner motor & Hyd Hose- Winterized #60	393.86
City of Storm Lake	New transmission #12	1,752.00
Principal Life Ins Co	Insurance Premium Dec 2013	138.07

Snow Removal	Department Total =	4,040.53
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Airport

Ascent Aviation Group, Inc.	7708 Gal Jet-A Fuel	26,664.42
Bart's Flying Service	Airport Contract November 2013	4,895.00
Bolton & Menk, Inc	Prelim Design Services through 10/30/213 Runway 13	2,172.50
Bomgaars Supply, Inc	Supplies	9.98

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Bomgaars Supply, Inc	Liquid Nails	2.89
Control System Specialists, LLC	Service call for propane shutoff	83.00
Control System Specialists, LLC	Furnace Repairs	446.11
Iowa Lakes Regional Water	Water Service November 2013	52.62
Sunshine Services of Iowa, Inc	Garbage Services 4th Quarter 2013	151.50

Airport **Department Total =** 34,478.02

Library

Buena Vista Stationery & Print Inc	Office Supplies	53.07
City of Storm Lake	Health Ins Allocations Dec2013	4,499.41
Flynn Gabriel J	Misc Hardcover Books	355.00
Hy-Vee, Inc	Supplies	37.92
Inquirehire	Background Checks	23.50
Principal Life Ins Co	Insurance Premium Dec 2013	120.53

Library **Department Total =** 5,089.43

Parks Department

Bomgaars Supply, Inc	Tape & Joint Paste	10.77
Bomgaars Supply, Inc	Battery	6.99
Bomgaars Supply, Inc	Grommets	1.99
Builders Sharpening & Service	Repairs to Bobcat 5600 Toolcat	1,418.25
City of Storm Lake	Health Ins Allocations Dec2013	1,895.86
Koenig Jeff	Spot-A-Pot Services	40.00
Principal Life Ins Co	Insurance Premium Dec 2013	182.04
Reinert Michael P	Repaired broken bolt from bracket- Jacobsen batwing	15.00
Storm Lake Hydraulics Co Inc	Plug & Cap	8.00
Zee Medical Inc	First Aid Supplies	36.16

Parks Department **Department Total =** 3,615.06

Golf Course

Bomgaars Supply, Inc	PVC Elbow- Sprinkler System	11.96
Bomgaars Supply, Inc	Jack & Stands	56.98
City of Storm Lake	Health Ins Allocations Dec2013	543.02
Fastenal Company	Supplies	8.18
L & G Products, Inc	Supplies for the Greens	92.00
L & G Products, Inc	Ice Melt	100.25
Mickelson Tire Inc	Tire Sealer Installed	26.95
Principal Life Ins Co	Insurance Premium Dec 2013	40.36
R & R Products, Inc	Wheel Replaced	863.35

Golf Course **Department Total =** 1,743.05

Campgrounds

City of Storm Lake	Health Ins Allocations Dec2013	181.01
Nepple Electric Inc	Changed two photo eyes	153.50
Principal Life Ins Co	Insurance Premium Dec 2013	13.45

Campgrounds **Department Total =** 347.96

UNAVAILABLE

Bomgaars Supply, Inc	Poly Rope	14.04
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Bomgaars Supply, Inc	Hose Connector	6.49
L & G Products, Inc	Ice Melt	203.55
UNAVAILABLE		Department Total = 224.08

Economic Develop

Ahlers & Cooney, P.C.	Professional Services through 11/19/2013- Oppidan D	128.00
Central Bank	Meeting Expense	71.42
Central Bank	Meeting Expense	19.98
City of Storm Lake	Health Ins Allocations Dec2013	927.42
Principal Life Ins Co	Insurance Premium Dec 2013	60.24
RDG IA Inc	Engineering Services	4,390.09

UNAVAILABLE	Department Total = 5,597.15
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SLADC

Storm Lake United	Payment #2- FY2014	11,333.00
Storm Lake United	Payment #3- FY2014	11,333.00

SLADC	Department Total = 22,666.00
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TIF

Ahlers & Cooney, P.C.	Professional Services through 11/20/2013- Industrial F	3,348.05
Electric Pump Inc	New Sewer Service- Radio Road	5,156.96

TIF	Department Total = 8,505.01
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Dredging

City of Storm Lake	Health Ins Allocations Dec2013	139.04
Principal Life Ins Co	Insurance Premium Dec 2013	8.28

Dredging	Department Total = 147.32
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Mayor, Council, Manager

City of Storm Lake	Health Ins Allocations Dec2013	320.59
Principal Life Ins Co	Insurance Premium Dec 2013	47.95

Mayor, Council, Manager	Department Total = 368.54
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Policy & Administration

City of Storm Lake	Health Ins Allocations Dec2013	1,371.87
Principal Life Ins Co	Insurance Premium Dec 2013	105.02

Policy & Administration	Department Total = 1,476.89
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Elections

Buena Vista Co Auditor	Election 2013 Expense	4,949.95
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Elections	Department Total = 4,949.95
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City Hall Building

City of Storm Lake
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ProElect/Professional Electronics	Batteries & Panic Button Checks	2.95
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City Hall Building	Department Total =	2.95
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Other Policy & Administration

Beelner Service, Inc	Golf Course Pump- May 2013 Flood	1,595.00
Buena Vista Stationery & Print Inc	Highliters, Calendar, Stick-Its, Binders	21.97
Buena Vista Stationery & Print Inc	Tissue Paper	0.68
Custodian of Petty Cash	Copies	10.50
Gov't Finance Officers Assoc	GAAFR Review Newsletter 1/1/2014 to 12/31/2014	12.50
Hill Jane	ECI Meeting- Spencer- Hill	41.81
ICMA	2014 Membership- Yarosevich	197.29
Iowa Office Supply Inc	Office Supplies	29.32
King's Pointe Resort	Employee Recognition Dinner- 2013	732.60
Silverstone Group	GASB Services FY2013	308.33
Southwest MN Housing Partnership	Contribution to offset land purchase	100,000.00
Springbrook Natl User Group	SNUG Membership Jan 1 to Dec 31, 2014	35.00
Storm Lake United	SLU Banquet 2013	125.00
Wal Mart #01-1526	Supplies	66.04

Other Policy & Administration	Department Total =	103,176.04
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Water Administration

Buena Vista Stationery & Print Inc	Highliters, Calendar, Stick-Its, Binders	21.97
Buena Vista Stationery & Print Inc	Rubber Bands	2.50
City of Storm Lake	Health Ins Allocations Dec2013	3,175.86
Custodian of Petty Cash	NSF Fee #2092-000	3.00
Custodian of Petty Cash	NSF Fee #1968-001	3.00
Gov't Finance Officers Assoc	GAAFR Review Newsletter 1/1/2014 to 12/31/2014	12.50
ICMA	2014 Membership- Yarosevich	197.29
Iowa Office Supply Inc	Office Supplies	29.32
King's Pointe Resort	Employee Recognition Dinner- 2013	732.60
Principal Life Ins Co	Insurance Premium Dec 2013	276.64
Silverstone Group	GASB Services FY2013	308.33
Springbrook Natl User Group	SNUG Membership Jan 1 to Dec 31, 2014	35.00

Water Administration	Department Total =	4,798.01
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Water Plant

Alliant Energy	Gas Services October/November 2013	877.56
Bomgaars Supply, Inc	Glass Cleaner (2)	4.98
Bomgaars Supply, Inc	Insulation, Cable, & Duck Tape	122.48
Bomgaars Supply, Inc	Screws, Socket Driver (3), Blades (2), & Impact Drive	177.42
Bomgaars Supply, Inc	Nozzle(3) & Fasteners	24.12
Buena Vista Stationery & Print Inc	Timecard Stamps	91.25
Buena Vista Stationery & Print Inc	Office Supplies	75.49
City of Storm Lake	New Vehicle Set up #138	1,532.66
City of Storm Lake	Health Ins Allocations Dec2013	2,277.82
Eagle West Cranes & Equipment USA Inc	Self Dumping Bin	2,715.00
Electric Pump Inc	Ready 8 Pump	1,205.74
Fastenal Company	Basin Repair Parts	84.79
Foundation Analytical Laboratory Inc	New Well Testing	428.00
Hach Chemical Company	Sulfate Testing Supplies	102.67
Hach Chemical Company	Sulfate Testing Supplies	42.20
Hach Chemical Company	Online Software Users	3,192.00
Halliday Products, Inc	Gasket	36.00

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Hickman, Williams & Company	Lime	8,806.50
Hickman, Williams & Company	Lime Freight	547.19
Hickman, Williams & Company	Lime	4,351.95
Hickman, Williams & Company	Lime Freight	270.41
Lou's Gloves, Inc	Nitrile Gloves	86.00
Mailboxes & Parcel Depot	Chlorite Shipping	11.03
Mike's Electronics Inc	Electrical Services	160.00
O'Reilly Auto Parts	Power Washer Belts	44.64
PraxAir inc	Carbon Dioxide	741.88
Principal Life Ins Co	Insurance Premium Dec 2013	407.50
Sargent Drilling	Test Well 2013-2C through 11/25/2013	77,534.67
Sargent Drilling	Test Well 2013-1B through 11/25/2013	24,358.34
Sargent Drilling	Test Well 2013-3B through 11/25/2013	25,333.34
Sargent Drilling	Test Well Abandonment through 11/25/2013	5,775.00
Stanley Mark	Steel Materials	189.50
Wal Mart #01-1526	Supplies- No Tax	50.57
Wal Mart #01-1526	Frames	14.75
Wal Mart #01-1526	Original \$4.22 for 2 Frames- No tax on returns	-3.94
Wal Mart #01-1526	Calculator & Supplies- No Tax	21.61
Wal Mart #01-1526	Supplies- No Tax	7.67
Zone Home Entertainment LLP	Phone Cases	114.94

Water Plant **Department Total =** 161,813.73

Water Distribution

Bomgaars Supply, Inc	Socket Rail (2) & WD-40 (2)	34.46
Bomgaars Supply, Inc	Antifreeze & Fasteners	19.42
City of Storm Lake	Health Ins Allocations Dec2013	1,901.56
City of Storm Lake	Serviced #64	40.74
Ferguson Enterprises Inc	Sealant	57.85
Napa Auto Parts	Universal Joint	20.34
Nepple Electric Inc	Fixed Light on Water Tower	76.73
Principal Life Ins Co	Insurance Premium Dec 2013	190.31
Reinert Michael P	Tubing	21.75
Storm Lake Hydraulics Co Inc	O-Rings	5.10
Veenstra & Kimm, Inc	Water System Modeling Time Analysis through 11/16/	2,617.50
Vermeer Sales & Service Inc	Air Filters (2), Coupler, Valve, Fuel Filter	317.73

Water Distribution **Department Total =** 5,303.49

Water Meters

City of Storm Lake	Health Ins Allocations Dec2013	1,128.93
Principal Life Ins Co	Insurance Premium Dec 2013	91.81

Water Meters **Department Total =** 1,220.74

Wastewater Administration

Buena Vista Stationery & Print Inc	Rubber Bands	2.50
Buena Vista Stationery & Print Inc	Highliters, Calendar, Stick-Its, Binders	21.97
City of Storm Lake	Health Ins Allocations Dec2013	3,166.57
Gov't Finance Officers Assoc	GAAFR Review Newsletter 1/1/2014 to 12/31/2014	12.50
ICMA	2014 Membership- Yarosevich	197.28
Iowa Office Supply Inc	Office Supplies	29.32
King's Pointe Resort	Employee Recognition Dinner- 2013	732.60
Principal Life Ins Co	Insurance Premium Dec 2013	275.38
Silverstone Group	GASB Services FY2013	308.34

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Springbrook Natl User Group	SNUG Membership Jan 1 to Dec 31, 2014	35.00
Wal Mart #01-1526	Supplies	26.84

Wastewater Administration

Department Total = 4,808.30

Wastewater Treatment Plant

Bomgaars Supply, Inc	Gloves (2)	15.98
Buena Vista Stationery & Print Inc	Stamp- JM	27.85
Buena Vista Stationery & Print Inc	Office Labels	12.79
Buena Vista Stationery & Print Inc	Process Control Log Book	78.66
Buena Vista Stationery & Print Inc	Timecard Stamps	91.25
Century Link	Phone Service Nov 10 to Dec 9, 2013	197.34
City of Storm Lake	Health Ins Allocations Dec2013	2,277.82
Energy Sales, Inc	Boot, Electode, & Ignition Module	327.32
Foundation Analytical Laboratory Inc	N,P, Lakeside Tests	325.00
Graham Tire	New Rims (2)	786.90
Hach Chemical Company	Online Software Users	3,192.00
Larson Oil & Distributing Co, Inc	Generator Oil Changes	648.45
Larson Oil & Distributing Co, Inc	Propane for BFP Building- No Tax	819.50
Napa Auto Parts	Oil Filter	15.65
Napa Auto Parts	Battery Accessories, Air Filter, & Oil Filter	68.64
Napa Auto Parts	Generator & Bear Oil Filters	53.79
NCL of Wisconsin Inc	Lab Supplies	436.61
Principal Life Ins Co	Insurance Premium Dec 2013	592.51
Sanitary Services, Inc	Hauling to Carroll- October 2013	470.00
Stanley Mark	BFP Roller Repairs	135.00
Wal Mart #01-1526	Office Supplies- No Tax	26.13
Zone Home Entertainment LLP	Phone Cases	177.92

Wastewater Treatment Plant

Department Total = 10,777.11

Wastewater Collection

Buena Vista Stationery & Print Inc	Supplies- Markers	11.31
City of Storm Lake	Health Ins Allocations Dec2013	1,911.22
Midwest Fence & Gate Company	Removal of Fence- Contract #3	3,197.03
Midwest Fence & Gate Company	Removal of Fence- Contract #3	456.27
Midwest Fence & Gate Company	Removal of Fence- Contract #3	684.41
Midwest Fence & Gate Company	Removal of Temp Fence- Contract #3	144.00
Midwest Fence & Gate Company	Removal of Temp Fence- Contract #3	28.80
Midwest Fence & Gate Company	Removal of Temp Fence- Contract #3	19.20
Principal Life Ins Co	Insurance Premium Dec 2013	191.13
Veenstra & Kimm, Inc	Construction Staking- 10/20/2013 to 11/16/2013	1,204.97
Veenstra & Kimm, Inc	Construction Staking- 10/20/2013 to 11/16/2013	160.66
Veenstra & Kimm, Inc	Construction Staking- 10/20/2013 to 11/16/2013	240.99
Veenstra & Kimm, Inc	Construction Admin- 10/20/2013 to 11/16/2013	362.03
Veenstra & Kimm, Inc	Construction Admin- 10/20/2013 to 11/16/2013	241.36
Veenstra & Kimm, Inc	Construction Admin- 10/20/2013 to 11/16/2013	1,810.17
Veenstra & Kimm, Inc	Construction Observation- 10/20/2013 to 11/16/2013	19,225.87
Veenstra & Kimm, Inc	Construction Observation- 10/20/2013 to 11/16/2013	2,563.45
Veenstra & Kimm, Inc	Construction Observation- 10/20/2013 to 11/16/2013	3,845.18
Veenstra & Kimm, Inc	WWTP Solids Handling Const Service through 11/16/	804.00
Veenstra & Kimm, Inc	WWTP Solids Handling-Printing through 11/16/13	3,397.65

Wastewater Collection

Department Total = 40,499.70

Landfill

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

Checks for Approval Report

From: 11/19/13 To 12/02/13
User: tyler.gibbins

City of Storm Lake	Health Ins Allocations Dec2013	450.06
Principal Life Ins Co	Insurance Premium Dec 2013	37.45
Silverstone Group	GASB Services FY2013	308.33
Springbrook Natl User Group	SNUG Membership Jan 1 to Dec 31, 2014	35.00

Landfill	Department Total =	830.84
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Storm Water Administration

Buena Vista Stationery & Print Inc	Rubber Bands	2.49
City of Storm Lake	Health Ins Allocations Dec2013	722.93
King's Pointe Resort	Employee Recognition Dinner- 2013	732.60
Principal Life Ins Co	Insurance Premium Dec 2013	55.26
Silverstone Group	GASB Services FY2013	308.34
Springbrook Natl User Group	SNUG Membership Jan 1 to Dec 31, 2014	35.00

Storm Water Administration	Department Total =	1,856.62
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Storm Water Collection

Bolton & Menk, Inc	Design Services through 11/18/2013- North Central S	13,490.50
Bolton & Menk, Inc	Prof Service 9/28/2013 to 10/25/2013- E Central	4,117.00
City of Storm Lake	Health Ins Allocations Dec2013	451.42
Emmons & Olivier Resources Inc	Project Cost Estimate 9/1 to 9/30/2013	288.00
Emmons & Olivier Resources Inc	Concept BMP Plan 9/1 to 9/30/2013	131.00
Emmons & Olivier Resources Inc	Field Investigation & Existing Conditions 9/1 to 9/30/	4,877.75
Emmons & Olivier Resources Inc	Concept BMP Plan 5/1 to 5/31/2013	529.75
Foundation Analytical Laboratory Inc	E Coli Test- Storm Sewer Tests	400.00
Principal Life Ins Co	Insurance Premium Dec 2013	21.64

Storm Water Collection	Department Total =	24,307.06
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Street Cleaning

City of Storm Lake	Health Ins Allocations Dec2013	450.73
Principal Life Ins Co	Insurance Premium Dec 2013	28.34

Street Cleaning	Department Total =	479.07
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Insurance

Three Rivers Benefit Corporation	Flex Claims November 15, 2013	296.40
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Insurance	Department Total =	296.40
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UNAVAILABLE

Wiebers Fitness	October 2013 Punch Cards	485.00
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UNAVAILABLE	Department Total =	485.00
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Vehicle Maintenance

Bomgaars Supply, Inc	Key Blank, Wire, Contact Tip	49.89
Bomgaars Supply, Inc	Combo Kit & Socket Adaptor	233.98
City of Storm Lake	Installed New Radio & Supplies From #136 to #137	3,586.52
Fastenal Company	Tools & Electrical Supplies	81.17
Fitzpatrick Auto Center	Selector for #12	1,752.00
IState Truck, Inc	Muffler & Assembly Kit #60	783.36

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

Checks for Approval Report

From: 11/19/13 To 12/02/13
User: tyler.gibbins

North Lake Truck Repair	Kit Bracket Bumper	382.00
Rasmussen's	Nuts & Bolts & Shackle Kit	81.80
Rasmussen's	Dapad Seat & Daacover Assembly	480.35
Reinert Michael P	Steel Materials	40.00
Reinert Michael P	Supplies	14.76
Reinert Michael P	Shop Supplies	29.00
Storm Lake Hydraulics Co Inc	Connector & Elbows	18.54
Storm Lake Hydraulics Co Inc	Hose End	34.29
Trans Iowa Equipment LLC	Signal/Arrow Stick	822.39
Vehicle Maintenance	Department Total =	8,390.05
	Grand Total =	573,632.91

King's Pointe Resort
Disbursements 11/13/2013 through 11/22/2013

Vendor Name	Description	Amount
Ace Hardware	supplies	149.94
Buena Vista Stationery	supplies	94.41
Color-ize	supplies	2,285.70
Hy-Vee Food Stores	food	239.71
Midamerican Energy Company	utilities	8,622.16
Kinseth Hotel Corporation	payroll	67,210.90
Knology Inc DBA WOW Cable	cable, phone	2,706.58
McCrea Enterprises/Vista Paint	supplies	78.10
Pepsi-Cola Bottling Co	beverages	1,475.05
Pirate's Pointe	fees	592.29
Servicemaster of Storm Lake	service	643.34
Treasurer State of Iowa	sales tax	9,700.00
US Foods Inc.	food	8,797.95

Totals 102,596.13

Sunrise Pointe Golf Course

MidAmerican Energy Company	utilities	403.28
Kinseth Hotel Corporation	payroll	414.68
Knology Inc DBA WOW Cable	cable, phone	100.80

Totals 918.76

These are Draft Minutes Subject to Final Council Approval

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, NOVEMBER 18, 2013, 5:01 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, Public Safety Director Mark Prosser, Building Official Scott Olesen, Fire Chief Mike Jones, Infrastructure Superintendent Pat Kelly, Doug Rainforth Water Quality Manager, Todd Allen Water Plant Superintendent, Jacob Stewart Wastewater Plant Superintendent, Jennifer Movall Finance Department Manager, Emily Haselhoff Planning Coordinator, and Justin Yarosevich City Clerk.

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

Hear the Public – None

Consent Agenda – Moved by Council Member Walker to approve the consent agenda which included the list of bills, minutes from the November 4, 2013 council meeting, Amvets liquor license renewal, taxicab license for Storm Lake Cab, cigarette permit for Shamrock Asian Market, and approve the abstract of votes from the November 5, 2013 city election. Council Members elected were - Dan Anderson – 461 votes, Mike Porsch – 471 votes; Mayor Kruse elected with 387 votes with their terms to expire December 31, 2018. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Miracle on Lake Avenue – Moved by Council Member Anderson to adopt Resolution No. 35-R-2013-2014 approving the requests from Storm Lake United for the Miracle on Lake Avenue scheduled for Thursday, December 5, 2013. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Industrial Park Urban Renewal Plan – Amendment #3 – Mayor Kruse opened the public hearing on Amendment #3 to the Industrial Park Urban Renewal Plan 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 Engelmann to adopt Resolution No. 36-R-2013-2014 adopting Amendment #3 to the Storm Lake Industrial Park Urban Renewal Plan. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

Urban Renewal Report – Moved by Council Member Porsch to approve the FY 2012-2013 Annual Urban Renewal Report. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Moving Buildings – Moved by Council Member Walker to waive the 2nd reading of Ordinance No. 03-O-2013-2014 amending Chapter 5-1 of the City Code dealing with moving buildings. Seconded by Council Member Anderson. Vote: All ayes. Motion

carried.

Moved by Council Member Engelmann to pass on 3rd reading Ordinance No. 03-O-2013-2014 amending Chapter 5-1 of the City Code dealing with moving buildings. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

ORDINANCE NO. 03-O-2013-2014

ORDINANCE AMENDING CHAPTER 5-1 OF TITLE V OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED "MOVING BUILDINGS," TO REDUCE AMOUNT OF BOND REQUIRED OF APPLICANT FOR PERMIT, TO REQUIRE OF APPLICANT FOR PERMIT PROOF OF LIABILITY INSURANCE, AND TO ELIMINATE PRESCRIBED FORM OF PERMIT

WHEREAS, the City Council of the City of Storm Lake, Iowa, has determined that Chapter 5-1 of Title V of the City Code of the City of Storm Lake, Iowa should be amended to reduce the amount of bond required of a person engaged in the business of moving houses or other structures who applies for a permit under Section 5-1-1.

WHEREAS, the City Council of the City of Storm Lake, Iowa, has determined that Chapter 5-1 of Title V of the City Code of the City of Storm Lake, Iowa should be amended to require that a person applying for a permit under Section 5-1-1 provide to the City proof that such person has in force and effect a liability policy, with sufficient limits of liability, that names the City as an additional insured;

WHEREAS, the City Council of the City of Storm Lake, Iowa, has determined that Chapter 5-1 of Title V of the City Code of the City of Storm Lake, Iowa should be amended to eliminate the requirement that the form of the permit required by Section 5-1-1 substantially be in the form prescribed by Section 5-1-2.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa, that Chapter 5-1 of Title V of the City Code of the City of Storm Lake, Iowa, is hereby amended as follows:

1. Section 5-1-2, captioned, "Form of Permit," is deleted and, in lieu thereof, the following new Section 5-1-2, captioned "Certificate of Liability Insurance," is inserted:

Section 5-1-2 Certificate of Liability Insurance

Before a permit is issued pursuant to Section 5-1-1, the person applying for the permit shall have 1) purchased from a commercial insurance company licensed to do business in the state of Iowa, and have in effect during the period of time covered by the permit, a policy of liability insurance, with minimum limits of liability of \$1,000,000.00 per occurrence and \$2,000,000.00 per year, insuring such person and endorsing the City of Storm Lake, Iowa as an additional insured, and 2)

filed with the City Clerk a certificate of insurance that is satisfactory to the City Clerk, which certificate establishes the existence of such insurance policy.

2. Section 5-1-7, captioned “Bond Required,” is amended by striking, “penal sum of five hundred thousand dollars (\$500,000.00)” and inserting in lieu thereof, “penal sum of ten thousand dollars (\$10,000.00)” so that the section now reads:

Section 5-1-7 Bond Required

Any person, engaged in the business of moving houses, or other structures, shall, before a permit is granted by the City, as herein provided, file with the Clerk a bond in the penal sum of ten thousand dollars (\$10,000.00) with sureties to be approved by the Council, and said bond shall be for the purpose of protecting the City, against all damage that it might sustain by the reason of the moving of said house or other structure.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED this 18th day of November, 2013.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Update Fees – Moved by Council Member Huddleston to adopt Resolution No. 37-R-2013-2014 updating the fee charged for police vehicle escort. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

Vilas Road Reconstruction – Moved by Council Member Anderson to approve an amendment to the agreement with I & S Group for engineering services for the Vilas Road Repair & Reconstruction. Amendment changes construction to calendar years 2014 and 2015. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Housing Rehabilitation Project – Moved by Council Member Walker to adopt Resolution No. 38-R-2013-2014 approving Change Order #1 to the Housing Rehabilitation Grant FY 2010-2011 Project #13 by a deduction of \$343.00 to the contract. Total contract cost after change order is \$21,625.00. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Moved by Council Member Huddleston to adopt Resolution No. 39-R-2013-2014 approving the final acceptance for Housing Rehabilitation Grant FY 2010-2011 Project #13. Final contract cost \$21,625.00. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

FAA 5-Year Plan – Moved by Council Member Anderson to adopt Resolution No. 40-R-2013-2014 authorizing approval and submission of a 5-Year Capital Improvement Plan to the Federal Aviation Administration for the airport. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

Community Education Agreement – Moved by Council Member Anderson to adopt Resolution No. 41-R-2013-2014 approving a 28E agreement with the Storm Lake Community School District for the Community Education Program. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Adjournment – Moved by Council Member Porsch to adjourn the meeting at 5:29pm. Seconded by Council Member Walker. 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: NOVEMBER 22, 2013

REFERENCE: LIQUOR LICENSE RENEWAL
BREWSTER'S
225 E RAILROAD ST

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

11-26-2011 to 11-27-2012	11-28-2012 to 11-20-2013
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INCIDENTS

Accident	0	1
Ambulance Call	1	1
Bar Check	244	233
Business Assist	2	0
Business Security	16	34
Citizen Assist	1	1
City/Co Department Assist	0	1
Drug Investigation	1	0
General Information	1	1
Intoxicated Driver	2	0
Intoxicated Pedestrian	9	9
Law Department Assist	1	1
Motorist Assist	0	1
Open Window/Door	1	2
Pedestrian Stop	1	0
PR/Talk/Presentation	1	1
Street Beat	2	4
Suspicious Person	1	0
Vandalism	0	1
Vehicle Stop	1	2
Wants/Warrants Check	2	1
Welfare Check	1	0

ARRESTS

Extradition of Out of State Fugitive	1	0
Minor in Possession of Alcohol	0	3
Public Intoxication	5	7
Indecent Exposure	1	0
Interference With Official Acts	1	4

Recommendation: Approval of liquor license.

Staff Summary

12/2/2013

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	\$573,632.91	\$260,966.53	\$44,607.60	17	\$6,082.95	2	\$210,275.98	81
King's Pointe	\$102,596.13	\$25,685.23	\$12,705.65	49			\$12,979.58	51
Golf Course	\$918.76	\$504.08	\$403.28	80			\$100.80	20

RECOMMENDATION: Review Buy Local Information

Staff Summary

12/2/2013

Agenda Item # C.



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

REPORT TO: Honorable Mayor and City Council

FROM: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Approve Updates To Snow & Ice Removal Policy & Procedure Manual For The City of Storm Lake & Storm Lake Municipal Airport**

BACKGROUND: Historically every year the Snow and Ice Removal Manual is presented to the Council with the consent agenda for their review and approval.

This year updates were made to the equipment list and to the manpower. The emergency snow route map was updated to include the properties that were annexed into the city limits since the last approval.

The Policy does outline the city does not utilize a bare pavement policy and plowing is not conducted until three (3) inches of snow have fallen. The policy also indicates that when a snow emergency is declared parking on city streets is not allowed during that time frame. During an emergency the Police Department will ticket and tow vehicles which are parked on city streets. Additionally, minor gramatical and formating changes were made.

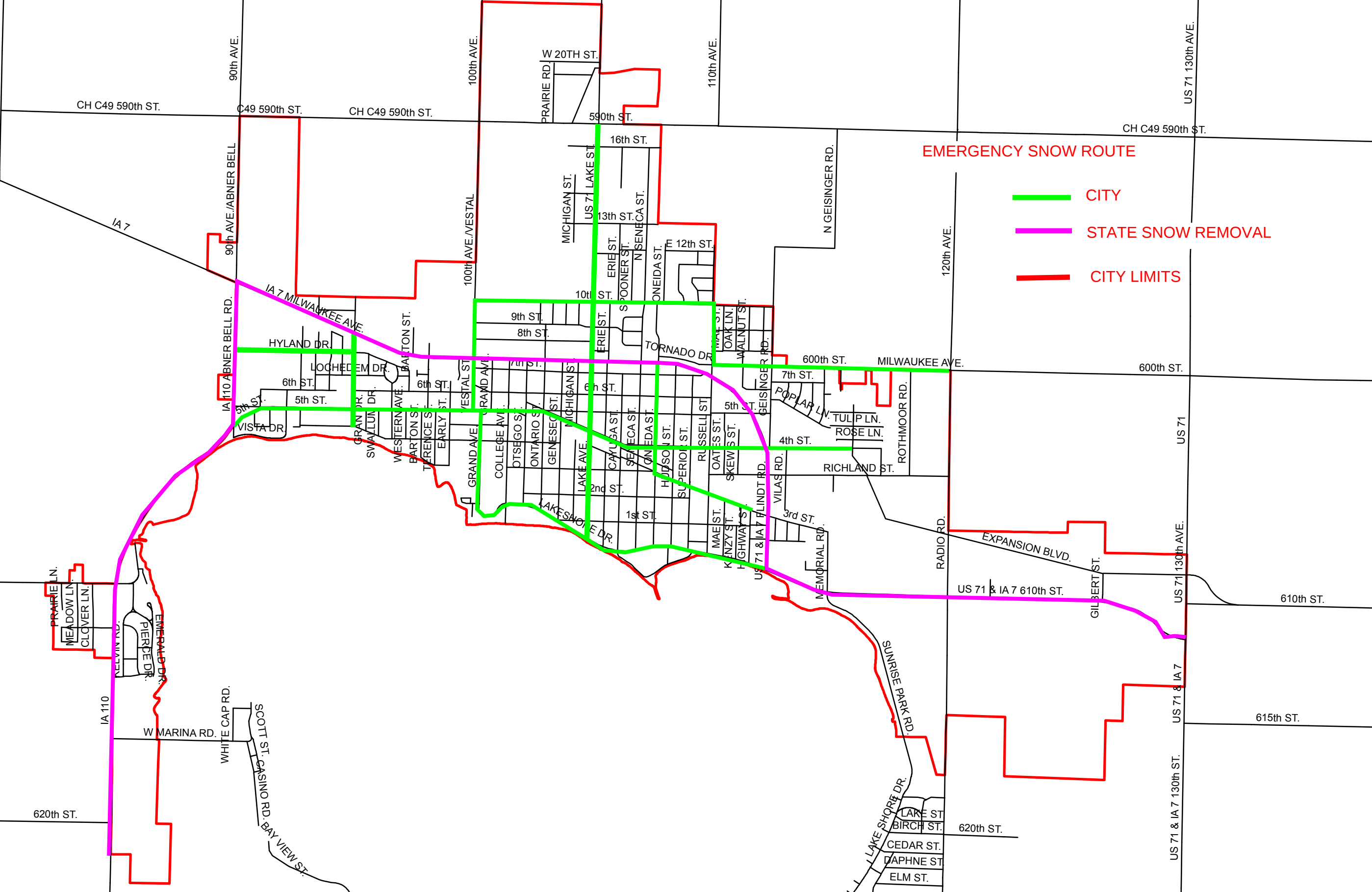
The Airport Snow Removal Policy is also included in this document. There were no changes made to the Airport part of the policy.

FISCAL IMPACT: None

RECOMMENDATION: Approve Policy

ATTACHMENTS:

Description	Type
 Emergency Route Map	Map
 Snow and Ice Removal Manual	Contract





POLICY AND PROCEDURE MANUAL

SNOW AND ICE REMOVAL

CITY OF STORM LAKE

REVISED 08/31/2012

To City Council 10/01/2012

To City Council 12/2/2013

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POLICY AND PROCEDURE MANUAL SNOW AND ICE REMOVAL CITY OF STORM LAKE

POLICY

This document states the normal snow and ice removal policies of the City of Storm Lake. However, under certain circumstances; emergency situation, budgetary concerns, personnel problems, and the unpredictability of weather conditions in Northwest Iowa, these policies may have to be suspended or superseded when conditions warrant.

The City of Storm Lake does not utilize a “Bare Pavement” snow/ice removal policy.

IOWA WEATHER CONDITIONS

The average annual snowfall in Storm Lake is 39.75 inches per year. We anticipate 25 snowfall or ice events per year, which requires action on part of the City for removal or control.

The overall budgetary and planning goal for our snow and ice removal efforts is: plan for the worst, hope for the best, budget for an average snowfall, and use contingency funds if we have a severe winter.

DECLARATION OF SNOW EMERGENCY

The Infrastructure and Public Facilities Director or his designee will declare a snow emergency when weather conditions constitute snow removal. The Infrastructure and Public Facilities Director shall set the duration of the snow emergency however it may be amended if weather conditions constitute.

In the Central Business District (CBD), said prohibition shall be between two o'clock (2:00) A.M. to six o'clock (6:00) A.M. unless specified in the declaration. In the Residential District, said prohibition shall be between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. Two parking lots are designated for overnight parking, they are parking lot A. located at the corner of Geneseo Street and W 6th Street and parking lot C, located on the east side of the 700 block of Erie Street.

Notification the public is sent through a press release to the media, the City of Storm Lake web page is updated, there is also a snow emergency number citizens can call (712-213-7669), also a WENS notification is sent out to users who have signed up to receive such notifications. There are also signs posted at the following businesses: City Hall, Tyson, Fareway, Hy-Vee, Wal Mart, Bomgaars, Hillshire Brands is notified via email.

USE OF CHEMICALS AND ABRASIVES (SALT AND SAND)

The policy of the department is to use salt or salt brine for melting of ice and hard packed snow. Salt is used only when it can be effectively applied. As a general rule, it will not be applied when temperatures are below 20°F and falling, for salt -10° for salt brine.

A mixture of 50% salt and 50% brine is the normal mix rate. More concentrated salt mixes will be used when conditions dictate.

Locally available screened/washed sand is used as an abrasive to help remove ice and hard packed snow and as a driving aid during slippery conditions. Because of the environmental impact on the lake, calcium chloride is not used at this time, but will continue to be investigated as an effective ice-melting agent below 20°F. Other chemicals will also be investigated and monitored for cost-effective ice removal.

EQUIPMENT AVAILABLE

The primary equipment available to remove snow and ice will be supplied by the City Street Department. The Parks Department may assist with equipment to remove snow from public sidewalks. See appendix for full equipment list.

During normal snow removal operations, 6 truck plows, 2 end loaders, 1 road grader, and 4 sanding trucks are available.

All truck-mounted snowplows have quick attachments and can be mounted in 5 minutes.

The sanding units consist of 4 end gate type sanders.

During a major blizzard event, contractor emergency equipment may be placed in service.

MANPOWER AVAILABLE

The primary manpower for snow removal shall be supplied by the City Street Department. (See Appendix) The manpower consists of 1 supervisor, 1 assistant supervisor and 7 operators.

For normal snow events, the City Street Department Shift Supervisor and City Manager shall determine hours, as conditions direct.

EMERGENCY SNOW ROUTES

A system of unmarked snow routes has been established for effective snow removal on the collector and arterial system. The snow routes consist of 8(eight) miles for 14% of the street system and provide service to within three blocks of all residential properties; and direct access to nursing homes, government buildings, schools, and businesses. Any hour snow and ice removal will be provided to the snow routes. (See Appendix)

MONITORING AND NOTIFICATION OF ICE/SNOW EVENTS

The Police Department and the Infrastructure and Public Facilities Director when inclement weather is approaching shall continuously monitor weather reports. The Police Chief, Infrastructure and Public Facilities Director and City Manager shall keep each other informed of anticipated snow events, including timing and intensity of the event. The primary responsibility shall rest with the Infrastructure and Public Facilities Director.

During nighttime, weekends and holidays the Police Department shall monitor weather reports and road conditions and notify the Infrastructure and Public Facilities Director when potential action is needed by the City Street Department.

During normal weekday operations, the Police Department Shift Supervisor (lieutenant) shall notify the appropriate crew chief on duty when action may be needed by the Street Department. (See call list in appendix for notification of appropriate personnel.)

SANDING/SALTING PROCEDURES

Sand and salt shall be used sparingly and only when application will produce a positive result. Only dangerous intersections and other hazardous areas will be sanded or salted.

SNOW REMOVAL PROCEDURES

Snowfalls less than 2(two)-3(three) inches will not be plowed from streets unless drifting is occurring. Accumulation of snow on or drifting of streets may dictate variations in snowplowing activity.

Snow removal efforts shall be made on a priority system as follows:

Emergency Snow Routes	- Any hour service by the City Street Department.
Residential Streets & Central Business District	- Cleared within 12-24 hours of end of snow event by City Street Department.
Alleys	- Cleared within 48 hours of end of snow event by City Street Department.
Public Parking Lots	- Snow moved from parking areas within 72 hours or more of end of snow event by City Street Department depending on severity of occurrence.
Sidewalks, City responsibility	- Cleared within 48 hours of end of snow event by City Street Department.

TOWING VEHICLES ILLEGALLY PARKED

Cars parked on the streets during a snow removal effort may be ticketed and/or towed away. The City Code states:

“9-9-2: PROHIBITED PARKING DURING SNOW EMERGENCY: Upon declaration of the City Manager or his/her designee of a snow emergency, no person shall park, abandon or leave unattended any vehicle on any public street, alley, or City-owned off-street parking area between the hours of ten o’clock (10:00) P.M. and six o’clock (6:00) A.M. unless otherwise specified in the declaration. In the Central Business District (CBD), said prohibition shall be between two o’clock (2:00) A.M. to six o’clock (6:00) A.M. unless specified in the declaration. Every declaration of a snow emergency shall include a statement setting forth the duration of the snow emergency but which duration can be amended by subsequent declaration if unexpected weather or other factors warrant such amendment.”

The Police Department shall contact the Street Department and coordinate ticketing and towing operations ahead of the snow removal effort.

BOUNDARY STREET JURISDICTION-RESPONSIBILITY

The City of Storm Lake will not be responsible for any snow removal outside our municipal boundaries (other than at the municipal airport).

SIDEWALKS – PRIVATE RESPONSIBILITY

All sidewalks adjacent to private property are the responsibility of the property owner or occupant. All complaint calls shall be routed to either the Police Department or the Communications Center for complaint follow-up and code enforcement. The City Code states as follows:

“10-1-12: Cleaning: It shall be the duty of the owners or occupants of all lots or lands to keep all sidewalks in front of or adjoining the property owned or occupied by them, free and clear from all snow and ice and other accumulations from the abutting property. In the event that snow and ice or other accumulations from the abutting property be permitted to remain upon any sidewalk for a period of seventy-two (72) hours, the City may, without notice to the property owner, cause the same to be removed, in which case the expense thereof shall be specifically assessed against the abutting property and the owner thereof in an amount not exceeding one and one-half (1½) times the cost of the labor involved, and the Clerk shall certify to the County Treasurer the amount of the assessment.”

A reasonable time period shall be 72(seventy two) hours for purposes of enforcement. The City lacks sufficient manpower to clear sidewalks so every effort should be made to convince the property owner to clear the sidewalk of ice and snow.

DRIVEWAYS – PRIVATE

City snowplows will not clear private driveways or snow from private property. The snow placed in driveways by city plows is the responsibility of the property owner to remove. Snow from a private driveway or property may not be placed on or pushed across a city street. Please notify the Police Department of any violations of the following section of the city code.

“10-6-1: REMOVAL OF SNOW AND ICE: It shall be unlawful for any person, firm, or corporation to remove snow, ice, and accumulations of snow or ice from private premises and to deposit or place the same upon any public highway, street, avenue, alley, or public park within the City of Storm Lake, Iowa, unless said public park has been designated by the City as a snow depository.

A violation 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.”

PLOWING PRIVATE PROPERTY

It is strictly forbidden for a city plow to clear snow or ice from private property unless it must be done to allow emergency vehicles access to private property for ambulance, fire, or police calls.

MAILBOXES

Every attempt will be made by the snowplow operator to clean snow adjacent to mailboxes to allow rural type mail delivery. The snow will only be cleaned, however, from curb line to curb line. The adjacent property owner is responsible for any other snow cleaning and to assure the mailbox is properly installed to withstand snow-clearing efforts by the City. The City will not be responsible for damage to mailboxes unless they were properly constructed and run over by a snowplow. It must be shown that a City plow actually struck the mailbox or the support structure of the mailbox in order for the City to be held responsible for any damage. The City will not be responsible for any damage to mailboxes caused by snow and/or ice or the force of snow and/or ice thrown from the plow during plowing operations.

If a complaint is received regarding a mailbox suspected of being hit by a snowplow, an incident report must be filled out by the citizen issueing the complaint. Incident report forms can be found at City Hall, 620 Erie Street, Monday through Friday, 8am to 5pm.

The Infrastructure and Public Facilities Director will investigate the complaint and notify the citizen of the outcome.

COMMUNICATIONS

All snowplow equipment shall keep in radio communication with the Buena Vista County Communications Center or supervisor at all times. Check the radio before starting duty. Radio communications by snowplow operators shall be between supervisor, equipment, and/or Buena Vista County Communications Center dispatcher.

All communications, whether they are direct, telephone, or radio shall be made in a kind, courteous, business like manner.

The supervisor on duty shall periodically keep the City Manager informed on road conditions and snow removal efforts.

The Storm Lake School District may be kept informed on road conditions by the Police Department with information also supplied by the Street Department.

The media notification or contact shall be made by the Police Department for inquiries on street conditions or if any street needs to be closed.

CITIZENS COMPLAINTS

All citizen complaints on the snow removal effort shall be routed to the Supervisor on duty. Snowplow operators shall avoid verbal confrontations with citizens. All citizen complaints shall be treated courteously and followed up on promptly.

WORK HOURS AND RULES

Employees will be compensated according to the effective Employee Policy.

All Street Department employees who will be out of town November 15th through March 31st on weekends or holidays must notify their supervisor prior to leaving.

All Street Department employees are subject to 4(four)-hour duty call, seven days a week from November 1st through March 31st. The 4(four) hours is a planning tool only, and is not a “paid” standby situation.

SAFETY PROCEDURES

Safety is paramount to any snow event. The sole purpose of the snow/ice removal operation is to make the streets, sidewalks, alleys, and parking lots safe for the motoring and walking public. All snowplow operators shall observe the following safety rules.

Check your snow removal equipment prior to leaving the yard including:

All working lights and emergency lights

Radio

Snowplow and frame for damage

Sander

Rearview mirrors

Flags and reflectors

Windshield wipers

Heater and defroster

Oil and gas levels

OBEY ALL TRAFFIC LAWS

Report any non-working equipment immediately.

Use reasonable caution in operation of snow removal equipment.

Do not drive too fast.

Slow down if in cramped quarters with parked cars on a street.

Know your route and any fixed objects covered by snow.

Only travel on wrong side of street if another truck is blocking traffic.

Do not follow cars or other snow removal equipment too closely.

Slow down prior to turning – your plow will tend to push you where it wants to go.

Snowplows are emergency equipment, but they still must obey all traffic laws and give right-of-way to other vehicles.

Notify following truck prior to turning, when plowing in tandem.

ACCIDENTS

Report all accidents immediately to your supervisor and the Police Department. The Police Department will be called to investigate the accident.

CARE AND USE OF EQUIPMENT

The snowplow operator is responsible for routine maintenance on his vehicle. Report any maintenance needed to the supervisor on duty. Check vehicle before and after use for any maintenance needed or damage to equipment. The vehicle is to be refueled at the end of duty shift.

During snow removal emergencies snow removal equipment maintenance will take priority over any other city equipment or vehicles, subject to the discretion of the department supervisor.

No towing or pushing of vehicles, other than city vehicles, shall be allowed. No “jump” starting private vehicles shall be allowed. Rides to private citizens, other than city employees shall not be allowed except for emergency purposes only, i.e.: doctors to surgery, nurses needed for surgery, pharmacist for medicine calls, any other rides must be approved by the City Manager.

SEVERE STORM & DECLARED EMERGENCY MANAGEMENT

In the case of severe storms or state or federally declared disasters as they apply to snow events, and when the cities emergency operations center is activated, the management of extreme snow emergency incidents will be conducted utilizing the National Incident Management System (NIMS) and Incident Command System (IC).

APPENDIX INDEX

POLICY AND PROCEDURE MANUAL SNOW AND ICE REMOVAL STREET DEPARTMENT CITY OF STORM LAKE

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Sidewalk Cleaning Priority	12
Snow Route Map	

**STREET DEPARTMENT
SNOW & ICE REMOVAL
EQUIPMENT ASSIGNED**

Equipment from other divisions as needed.

<u>Unit</u>	<u>Year</u>	<u>Make</u>	<u>Function</u>
5	99	Chevy Truck C-8500	w/reversible plow
16	97	John Deere 624G End Loader	w/V plow & reversible plow
60	2002	Freightliner FL80 Tandem Axel	Reversible plow with wing & End gate sanding unit w/brine tank
12	95	Chevy Kodiak	w/reversible plow & end gate Sander w/brine tank
13	97	International 4700 Truck	Sander & Brine Tank w/ reversible plow
61	2001	Kamatsu Loader (Airport)	w/reversible plow
117	2002	Snow Go Blower	Front End Loader Mounted
113	2003	Chevy C8500	w/reversible plow
63	2008	Freightliner	w/reversible plow
62	2005	John Deere 672CH	V-plow and wing
65	2009	Volvo L110F	w/ V plow and pusher
59	2002	Sterling LT9513 Tandem Axel	w/reversable plow wing and endgate sander unit w/brine tank

CITY OF STORM LAKE
EMERGENCY SNOW ROUTES

5th Street: From Hwy. 110 to West Railroad
West Railroad to East Fourth
East Fourth to Expansion Blvd.

Lakeshore from Flindt to Grand Avenue
Grand Avenue: Lakeshore Drive to Fifth

Vestal: 5th Street North to 10th Street
Russell: 10th Street to Milwaukee Ave.
East Milwaukee: Russell Street to Radio Road
10th Street: Vestal Street to Russell Street

Northwestern Drive: Fifth Street to West Milwaukee Avenue
Lake Avenue: Lakeshore Drive to C-49
Hyland Drive: Northwestern Drive to Abner Bell Road
Oneida Street: East Milwaukee Avenue to 3rd Street
3rd Street: Oneida Street to Highway St.

CITY OF STORM LAKE
SNOW REMOVAL
PARKING LOT PRIORITY

<u>PRIORITY</u>	<u>PARKING LOT</u>
1	Fire Station
2	Police Station
3	Erie Street (North)
4	City Hall
5	Erie Street (South)
6	6 th & Michigan Street
7	6 th & Geneseo
8	Library
9	7 th Street Garage

**CITY OF STORM LAKE
SNOW REMOVAL
SIDEWALK RESPONSIBILITY & PRIORITY**

<u>PRIORITY</u>	<u>LOCATION</u>
1	School Crossings Underpass, west side south to Park West 5 th Street Railroad Crossing, both sides Cayuga Street Railroad Crossing, both sides Park Street & Flindt Drive, East & West side Michigan Street, Ontario Street – Water Tower Lake Avenue Railroad Crossing, both sides
2	Miscellaneous City Hall Library Rear Parking (North) Erie Street Parking Lot, front (South) Erie Street Parking Lot, front 6 th & Geneseo Parking Lot, north side of lot Fifth and Michigan to Sixth, East side Sixth and Michigan to alley, South side Railroad Crossing, Lake Avenue South Police Front Parking

SNOW AND ICE REMOVAL POLICY
AND PROCEDURE MANUAL
CITY OF STORM LAKE
AIRPORT

Created 9-13-2010

**POLICY AND PROCEDURE MANUAL
SNOW AND ICE REMOVAL
CITY OF STORM LAKE
AIRPORT**

POLICY

This document states the normal snow and ice removal policies of the City of Storm Lake Airport. However, under certain circumstances; emergency situations, budgetary concerns, personnel problems, and the unpredictability of weather conditions in Northwest Iowa, these policies may have to be suspended or superseded when conditions warrant.

The City of Storm Lake does not utilize a “Bare Pavement” snow/ice removal policy for City streets and roads but recognizes the unique nature of snow removal on Airport runways and strives for bare pavement on runways and taxiways at the Storm Lake Municipal Airport.

EQUIPMENT AVAILABLE

The primary equipment available to remove snow and ice will be supplied by the City Street Department. Equipment available: 2001 Kamatsu Loader w/blade, snow pusher and bucket; 4’ snow blower w/cab.

The Storm Lake Street Department will also provide additional equipment including but not limited to a Tandem Axel Truck with Snow Plow and Wing Plow, Road Grader with plow and wing plow, and a large snow blower attached to a front end loader when conditions warrant.

MANPOWER AVAILABLE

The primary manpower for snow removal shall be supplied by 1 seasonal part time employee and supplemented by the City Street Department staff.

COMMUNICATION

The City of Storm Lake, the Airport Commission, and the Fixed Based Operator understand the importance of communication in handling issues at the Storm Lake Municipal Airport.

To facilitate clear communications the following procedures shall apply to communication with regards to this policy.

Other than in the case of an emergency or emergency situation all communication regarding the removal of snow and ice on the runway shall be conveyed by one of the parties listed in Section 5 of this policy to one of the other parties listed in Section 5.

Communication shall not occur, unless an emergency situation exists or could exist, directly between the Fixed Based Operator and the snow removal staff.

MONITORING AND NOTIFICATION OF ICE/SNOW EVENTS

The City Infrastructure and Public Facilities Director when inclement weather is approaching shall continuously monitor weather reports. Contacts will be between the Infrastructure and Public Facilities Director and the Fixed Base Operator and Assistant City Manager when plowing will commence and all communication will be handled this way.

For purposes of this policy contact shall be as follows:

To City of Storm Lake:

Primary	Pat Kelly, Infrastructure and Public Facilities Director Office Phone: 712-732-8029 Cell Phone: 712-299-5222
Secondary	Justin Yarosevich, Assistant City Manager/City Clerk Office Phone: 712-732-8000 Cell Phone: 712-299-2256 Email: Justin@stormlake.org
Third	Scott Bonebrake, Assistant Public Facilities Director Office Phone: 712-732-8029

To Airport/Bart's Flying Service

Primary	Jim Bartholomew, Fixed Based Operator Office Phone: 712-732-6494 Home Phone: 712-732-6301 Cell Phone: 712-299-2104
Secondary	Bob Ansorge, Airport Commission Chairman Home Phone: 712-732-2403 Office Phone: 712-732-1710

SNOW REMOVAL PROCEDURES

Snowfalls less than 1/8" inch will not be plowed from runways unless drifting is occurring. Accumulation of snow on drifting runways may dictate variations in snowplowing activity.

SNOW REMOVAL PRIORITIES

Snow removal efforts shall be made on a priority system as follows:

Main runway and turnarounds w/ Clearance on runway edges of at least 3'	- within 48 hours of snow event ending
--	--

Tarmac for fuel dispensing	- within 48 hours of snow event ending
Taxiways	- within 48 hours of snow event ending
Runways with clearance of at least 5'	- within 72 hours of snow event ending
Rest of tarmacs	- within 72 hours of snow event ending
Jet hanger cleared	- within 72 hours of snow event ending
Parking lot	- within 72 hours of snow event ending
Hangers to within one foot of doors	- within 72 hours of snow event ending
Secondary runway	- within 96 hours of snow event ending

NOTE: if plow operator is working he can remove snow from hanger doors upon request

SAFETY PROCEDURES

Safety is paramount to any snow event. All snowplow operators shall observe the following safety rules:

Check your snow removal equipment prior to leaving the yard including:

All working lights and emergency lights

Radio (aircraft capable)

Snowplow and frame for damage

Rearview mirrors

Flags and reflectors

Windshield wipers

Heater and defroster

Oil and gas levels

CARE AND USE OF EQUIPMENT

The snowplow operator is responsible for routine maintenance on his vehicle. Report any maintenance needed to the supervisor on duty. Check vehicle before and after use for any maintenance needed or damage to equipment. The vehicle is to be refueled at the end of duty shift.

Staff Summary

12/2/2013

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: Emily Haselhoff, Planning Coordinator

SUBJECT: **Public Hearing On Amendment #1 To The North #1 – Bargloff Urban Renewal Plan**

BACKGROUND: The City is proposing to amend the Storm Lake North #1 – Bargloff Urban Renewal Plan to add two additional areas into the original area that was established in 2010; add a list of previous and proposed projects for the area; and correct an error made in the legal description in the original amendment. The Amendment #1 Urban Renewal Plan follows this summary.

The two areas being added to the plan are located around the Downtown and along West Milwaukee Avenue incorporating some vacant properties along Milwaukee Avenue and continuing out to a parcel owned by Security Trust & Savings Bank which was recently annexed into the City. The maps of the additions can be found on Exhibits B & C in the plan.

At the November 4th City Council Meeting, this public hearing date was set. Prior to this public hearing, the City scheduled and conducted a Consultation Session with the taxing entities on November 12, 2013 at 1:30 in the City Hall Council Chambers. No representatives from the taxing entities were present and no comments or concerns were received within the seven days following the meeting date.

This public hearing gives the public a chance to voice their comments or concerns for or against the amendment to the plan prior to the Council's formal action.

FISCAL IMPACT: There is no fiscal impact tied to the public hearing other than the cost of the publication of the notice of the hearing, estimated to be about \$100. The entire process of completing the Urban Renewal Area and Plan will cost an approximate \$20,000 of which the costs can be recovered through the TIF funds captured by the plan.

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

ATTACHMENTS:

Description

Type

📎 [Consultation Session Minutes](#)

Letter

MEMO

November 25, 2013



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

TO: File
CC: N/A
FROM: Justin Yarosevich, Assistant City Manager

**SUBJECT: Notes For Storm Lake Bargloff Urban Renewal Amendment
#1 Consultation Session**

As directed by Storm Lake City Council a consultation session was held for the Storm Lake Bargloff Urban Renewal Amendment #1 for the affected taxing entities on Tuesday, November 12, 2013 at 1:30PM in the City Council Chambers at City Hall.

At the appointed time City Staff present included: Emily Haselhoff, Planning Coordinator, James Patrick, City Manager, and Justin Yarosevich, Assistant City Manager.

There was no one else in attendance at the meeting.

City staff waited until 1:40PM then declared the consultation session closed.

There were no comments or questions.

Staff Summary

12/2/2013

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: Emily Haselhoff, Planning Coordinator

SUBJECT: **Resolution No. 42-R-2013-2014 Adopting Amendment #1 To The North #1 – Bargloff Urban Renewal Plan**

BACKGROUND: The City is proposing to amend the Storm Lake North #1 – Bargloff Urban Renewal Plan to add two additional areas into the original area that was established back in 2010; add a list of previous and proposed projects for the area; and correct an error made in the legal description in the original amendment. The Amendment #1 Urban Renewal Plan follows this summary.

The two areas being added to the plan are located around the Downtown and along West Milwaukee Avenue incorporating some vacant properties along Milwaukee Avenue and continuing out to a parcel owned by Security Trust & Savings Bank which was recently annexed into the City. The maps of the additions can be found on Exhibits B & C in the plan.

Prior to this meeting, the City scheduled and conducted a Consultation Session with the taxing entities November 12, 2013 at 1:30 in the City Hall Council Chambers. No representatives from the taxing entities were present and no comments or concerns were received within the seven days following the meeting date. The public hearing was held during the previous agenda item and gives the public a chance to voice their comments or concerns for or against the amendment to the plan prior to the Council's formal action.

The item is now ready for City Council action should they desire to move forward.

FISCAL IMPACT: The entire process of completing the Urban Renewal Area and Plan will cost an approximate \$20,000 of which the costs can be recovered through the TIF funds captured by the plan.

RECOMMENDATION: Adopt Resolution No. 42-R-2013-2014 for Amendment #1 to the North #1 – Bargloff Urban Renewal Plan.

ATTACHMENTS:

Description	Type
 Resolution & Amendment #1	Resolution

RESOLUTION NO. 42-R-2013-2014

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 1 TO THE NORTH #1 - BARGLOFF URBAN RENEWAL PLAN

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 "North #1 - Bargloff Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Buena Vista County, Iowa; and

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

ORIGINAL AREA

An area including the following described parcels; including all city rights of ways contained therein:

All of the right of way of Lake Avenue from the north side of the C-49/590th Street right of way to the south right of way line of West/East Milwaukee Avenue

and

The East One-Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twenty-Seven (27), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M. except a part of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-Seven (27), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M., Buena Vista County, Iowa, and being more fully described as follows: Commencing at the Northeast corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section Twenty-Seven (27); thence South along the East line of said Southwest Quarter (SW $\frac{1}{4}$), 275.0 Feet to the point of beginning; thence South 89°44' West, 400.0 Feet; thence South, 300.0 Feet; thence North 89°44' East, 400.0 Feet; thence North along the East line of said Southwest Quarter (SW $\frac{1}{4}$), 300.0 Feet to the point of beginning. The East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Twenty-Seven (27) is assumed to bear due North and South in the above description.

and

The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), Section Twenty-Seven (27), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M.

and

The Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M. except a part of the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M. beginning at the point of intersection of the West right of way line of Lake Avenue and the South line of the P&C Industrial Subdivision; thence West along said South line to the West line of the P&C 2nd Industrial Subdivision; thence North along said West line continuing North along the West line of the J.C.P Subdivision and the West line of the C-M-C 2nd Subdivision and continuing along the C-M-C 2nd Subdivision West line extended North to a point that it intersects the South right of way line of 16th Street; thence East along the South right of way line of 16th Street to the point that it intersects with the West right of way line of Lake Avenue; thence South along the West right of way line of Lake Avenue to the point of beginning.

and

A parcel of land beginning at the intersection of the West right of way line of North Lake Avenue and the North right of way line of West Milwaukee within the City of Storm Lake, Iowa; thence West along the North right of way line of West Milwaukee to the point that it would intersect with the West right of way line of Michigan Street extended North across West Milwaukee; thence South along the West right of way line of Michigan Street to the point that it intersects with the South right of way line of Railroad Street; thence Southeasterly along the South right of way line of Railroad Street to the point it intersects with the East right of way line of Erie Street extended; thence North along the East right of way line of Erie Street to the point that it intersects with the South right of way line of 7th Street; thence East along the South right of way line of 7th Street to the point that it intersects with the center line of Seneca Street; thence North along the center line of Seneca Street to the point it intersects with the North right of way line of East Milwaukee; thence West along the North right of way line of East Milwaukee to a point 350.78 Feet East of the intersection of the North right of way line of East Milwaukee and the West right of way line of North Erie Street; thence north 00°07'15" West 200 Feet; thence West to a point that is at the intersection of the South right of way line of East 8th Street and the West right of way line of Erie Street; thence West along the south right of way line of East 8th Street extended across North Lake Avenue to the point of beginning.

WHEREAS, a proposed Amendment No. 1 to the North #1 - Bargloff Urban Renewal Plan for the area described below has been prepared, which proposed Amendment is on file in

the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add additional land, add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area and correct the legal description for the Original Area; and

WHEREAS, this proposed Amendment No. 1 to the Urban Renewal Area adds land, as follows:

AMENDMENT #1

An area including the following described parcels; including all city rights of ways contained therein:

All of the right of way of Milwaukee Avenue/Highway 7 from the west side of the Michigan Street right of way to the center line of the Abner Bell Road/90th Avenue right of way.

and

(Security Bank Parcel)

A parcel of land beginning at the intersection of the center line of Highway 7 and the center line of Abner Bell Road/90th Avenue within the City of Storm Lake, Iowa; thence North along the center line of Abner Bell Road/90th Avenue to the eastern extension of the South line of Lot C, being a part of the Northeast Quarter of the Southeast Quarter (NE¹/₄SE¹/₄) of said Section 32; thence West along said South line, 375.52 feet to the West line of said Lot C; thence North along said West line to the North line of said Northeast Quarter of the Southeast Quarter (NE ¹/₄ SE ¹/₄); Thence West along said North line to the East line of the Buena Vista Memorial Park Cemetery; Thence South along said East line to the centerline of Highway 7; Thence southeasterly along said centerline to the East line of said Section 32 to the point of beginning.

and

(North-Milwaukee large section)

A parcel of land in the South Half of the Southwest Quarter (S¹/₂SW¹/₄) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M. beginning at the point of intersection of the West right of way line of Ontario Street and North right of way line of Milwaukee Avenue/Highway 7; Thence North along said West line to the North line of Iowa Land and Buildings Third Addition; Thence West along said North line to the northern extension of the East line of Lot Two (2) in said Iowa Land and Buildings Third Addition; Thence South along said extended East line, to the North line of Milwaukee Avenue/Highway 7; Thence East along the North right of way line of Milwaukee Avenue/Highway 7 to the point of beginning.

and

(Downtown Addition)

A parcel of land located in the North Half (N¹/₂) of Section Three (3), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. beginning at the intersection of the center line of 6th Street and the center line of Geneseo Street; thence East along the center line of 6th Street to the point that it intersects with the

West right of way line of Michigan Street; thence South along the West right of way line of Michigan Street to the point that it intersects with the South right of way line of Railroad Street; thence Southeasterly along the South right of way line of Railroad Street to the point it intersects with the East right of way line of Erie Street extended; thence North along the East right of way line of Erie Street to the point that it intersects with the center line of 6th Street; thence East along the center line of 6th Street to the point that it intersects with the center line of Oneida Street; thence South along the center line of Oneida Street to the point that it intersects with the center line of 4th Street; thence West along the center line of 4th Street to the point that it intersects with the center line of Seneca Street; thence North along the center line of Seneca Street to the point that it intersects with the center line of 5th Street; thence West along the center line of 5th Street to the point that it intersects with the center line of Cayuga Street; thence South along the center line of Cayuga Street to the point that it intersects with the center line of the Canadian National Railroad right of way; thence Northwesterly along the center line of the Canadian National Railroad right of way to the point that it intersects with the center line of Geneseo Street; thence North along the center line of Geneseo Street to the point of beginning.

WHEREAS, the proposed urban renewal area includes land classified as agricultural land and written permission of the current owners has been obtained; and

WHEREAS, it is desirable that these areas be redeveloped as part of the overall redevelopment area covered by the proposed Amendment No. 1 to the North #1 - Bargloff Urban Renewal Plan known as the "North #1 - Bargloff Urban Renewal Plan"; and

WHEREAS, by resolution adopted on November 4, 2013, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 1 to the North #1 - Bargloff Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 1 to the North #1 - Bargloff Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Assistant City Administrator filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 1 to the North #1 - Bargloff Urban Renewal Plan for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Storm Lake Times, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 1 to the North #1 - Bargloff Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 1 concerning the area of the City of Storm Lake, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

A. Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the North #1 - Bargloff Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

B. The Urban Renewal Plan, as amended if applicable, conforms to the general plan for the development of the City as a whole; and

C. Acquisition by the City is expected and as to those areas of open land to be acquired by the City included within the North #1 - Bargloff Urban Renewal Area:

1. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

A. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

B. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

C. That the provision of public improvements related to housing and residential development will encourage housing and residential

development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

D. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

2. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the North #1 - Bargloff Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 1 to the North #1 - Bargloff Urban Renewal Plan of the City of Storm Lake, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 1 to the North #1 - Bargloff Urban Renewal Plan for the City of Storm Lake, State of Iowa"; Amendment No. 1 to the North #1 - Bargloff Urban Renewal Plan of the City of Storm Lake, State of Iowa, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 1 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the original North #1 - Bargloff Urban Renewal Plan, and the Plan as amended, shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Amendment. The proposed Amendment No. 1 to the North #1 - Bargloff Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Buena Vista County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 1, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 2nd day of December, 2013.

Mayor

ATTEST:

City Clerk

Exhibit 1

AMENDMENT #1

TO THE

**NORTH #1 - BARGLOFF
URBAN RENEWAL PLAN**

FOR THE

CITY OF STORM LAKE, IOWA

**Original Area Adopted – 2010
Amendment #1 – 2013**

AMENDMENT #1
to the
NORTH #1 – BARGLOFF
URBAN RENEWAL PLAN
CITY OF STORM LAKE, IOWA

The North #1 - Bargloff Urban Renewal Plan ("Plan") for the North #1 - Bargloff Urban Renewal Area ("Area" or "Urban Renewal Area"), in Storm Lake, Iowa, adopted in 2010, is being amended to add additional land to the Urban Renewal Area and to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area by this Amendment #1 ("Amendment" or "Amendment #1"). In addition, this Amendment corrects an error made in the legal description that was used to establish the original North #1 Bargloff Urban Renewal Area. While the map used to identify the original North #1 Bargloff Urban Renewal Area was correct, the legal description was not.

Land that is proposed to be added by this Amendment is needed to accommodate anticipated development in the Area, including:

- The redevelopment of property now occupied by Hillshire Feed Mill, which may be vacated due to their potential relocation elsewhere in the community.
- The development of open space adjacent to the Canadian National Railroad.
- The redevelopment of the commercial area along Milwaukee Avenue/Highway 7 where recent demolition of dilapidated structures has now resulted in open space.
- Planned construction of a new bank on the west end of the Area is anticipated to lead to other future commercial development in the 12 acre parcel being added.

The Original Area and the Amendment #1 Area are referred to as subareas in this Amendment. The subareas make up the Urban Renewal Area. The base valuation of the Original Area will remain unchanged by this Amendment.

Except as modified by this Amendment, the provisions of the original North #1 - Bargloff Urban Renewal Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

DESCRIPTION OF THE URBAN RENEWAL AREA

The legal description of the property being added to the North #1 - Bargloff Urban Renewal Area is attached hereto as Exhibit "A." A map of the Amendment Area is attached hereto as Exhibit "B." A map of the entire North #1 - Bargloff Urban Renewal Area, as amended, is attached hereto as Exhibit "C." A corrected legal description of the property boundaries for the original North #1 Bargloff Urban Renewal Area is attached as Exhibit "E."

AREA DESIGNATION

The Area within this Amendment continues to be designated as an economic development area for the promotion of commercial and industrial development.

PROJECT OBJECTIVES

No changes are made by this Amendment.

TYPES OF RENEWAL ACTIVITIES

No changes are made by this Amendment.

PREVIOUS URBAN RENEWAL PROJECTS

The following North #1 – Bargloff Urban Renewal Area Projects were authorized prior to July 1, 2012, and are continuing. Such Projects include:

1. Public Improvements:			
Project	Date	Balance Remaining	Rationale
Paving of streets and extension of municipal water mains and sanitary sewer lines to the Bargloff addition.	2010-2012	\$4,127,040 outstanding principal and interest as of 7/1/13. (Final payment will be 6/01/2031)	Area annexed into the City needed streets paved and water and sewer extended to serve businesses in this area.

2. Tax Rebate or other Development Agreements:				
Company	Project	Investment \$	Total not to exceed rebate remaining	Number of years remaining as of July 1, 2013
Harvest International	Built new manufacturing and office facility	\$2,000,000	30% - 4 yrs. 50% - 3 yrs. Property taxes	7 years (estimated amount remaining \$ 287,457)

PROPOSED URBAN RENEWAL PROJECTS (Amendment #1)

Although certain project activities may occur over a period of years, in addition to the projects previously proposed in the North #1 – Bargloff Urban Renewal Plan, the Proposed Urban Renewal Projects under this Amendment include:

1) Public Improvements:

Project	Estimated Date	Not to Exceed Cost	Rationale
Replace existing water main along Hwy 7/Milwaukee Avenue from Lake Avenue to Vestal Street.	2013-2014	Not to exceed \$55,500	Enlarged water main in this area will improve water service and fire protection available to businesses in the Area.
Improvements to Highway 7 converting the current 2-lane highway to 3-lane from Barton Street to 90 th Ave/Abner Bell Rd/Hwy 110.	2014-2018	Not to exceed \$700,000	Widened street will eliminate current traffic congestion problems on Highway 7 and improve traffic flow through the community.
Construction of Railroad Street parking lot.	2016-2017	Not to exceed \$400,000	Downtown commercial district is in need of more public parking areas.
Paving streets and extension of municipal water mains and sanitary sewer lines to area north of the current Bargloff addition.	2016-2017	Not to exceed \$2,000,000	Area annexed into the City will need streets paved and water and sewer extended to serve future development in the area.
Improvements to the downtown commercial district streetscape, including street reconstruction, sidewalks, lighting, landscaping and seating areas.	2015-2020	Not to exceed \$3,500,000	Improve the downtown infrastructure to make the area more interactive, pedestrian friendly, and attractive to commercial and retail customers.
Improvements to Lot B, 6 th & Michigan Street parking lot.	2018	Not to exceed \$350,000	Current parking lot surface is deteriorated. This lot provides needed parking for downtown commercial and retail area.
Total		Not to Exceed Cost \$7,005,500	

2) Incentives for Building Renovations/Demolition/Redevelopment:

Project	Estimated Date	Not to Exceed Cost	Rationale
Downtown Façade Renovation for the 500 & 600 blocks of Lake Avenue.	2013-2016	Not to exceed \$150,000	Renovation of the façades of downtown businesses will enhance viability and attract businesses to downtown area.

Project	Estimated Date	Not to Exceed Cost	Rationale
Acquisition and demolition of existing dilapidated commercial structures along the 500 block of Seneca Street and conveyance to developers.	2015-2020	Not to exceed \$750,000	Demolition of these dilapidated structures will provide land for new commercial businesses or industrial development, which could encourage economic growth and expansion, create job opportunities, and strengthen the tax base.
Acquisition and demolition of existing dilapidated commercial structures along Milwaukee Avenue between Vestal Street and Ontario Street.	2015-2020	Not to exceed \$200,000	Demolition of these dilapidated structures will provide land for new commercial businesses or industrial development, which could encourage economic growth and expansion, create job opportunities, and strengthen the tax base.
Total		Not to Exceed Cost \$1,100,000	

3) **Development Agreements:**

A. *Seneca Street/West Milwaukee Avenue Redevelopment:* The City expects to consider requests for projects involving the redevelopment of sites cleared by Building Renovation/Demolition/Redevelopment activities along Seneca Street and West Milwaukee Avenue. A broad range of incentives will be considered including but not limited to land, loans, grants, tax rebates, or other incentives. The costs of such Development Agreements will not exceed \$200,000.

B. *Additional Development Agreements:* The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, in the City's sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, public infrastructure assistance and other incentives. The costs of such Development Agreements will not exceed \$300,000.

4) **Planning, engineering fees, (for urban renewal plans) attorney fees to support urban renewal projects and planning:**

Project	Date	Estimated Cost
Fees and costs	2013-2018	Not to Exceed \$50,000

FINANCIAL INFORMATION

1.	July 1, 2013 constitutional debt limit:	\$22,430,601
2.	Current outstanding general obligation debt:	\$17,636,728
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Proposed Urban Renewal Project (Amendment #1) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Proposed Urban Renewal Projects as described above will be approximately as follows:	\$8,655,500

PUBLIC BUILDING ANALYSIS

The Incentives for Building Renovation/Demolition/Redevelopment Project ("Project"), as proposed in this Amendment, involves public buildings. Specifically, the acquisition and demolition of dilapidated structures along Seneca Street and Milwaukee Avenue could involve the City's acquisition of the targeted buildings. If these projects are ultimately approved by the City, the City intends to finance some or all of the cost through tax increment financing. Specifically, the City proposes to issue general obligation bond notes and abate all or part of the principal and interest payments from incremental tax revenues within the Area, if available. Accordingly, Iowa law may require an analysis of alternate development and funding options and reasons why such options less feasible than the use of incremental tax revenues for the Project.

An alternative funding option for this Project would involve the issuance of General Obligation bonds that are paid solely from City revenue (i.e. without using incremental tax revenues). This option would mean that only tax payers of the City would be responsible for payment of the bonds/notes.

Other alternative funding sources could be grant and loan programs available to fund acquisition/demolition activities. Although in past years acquisition/demolition types of activities were eligible for funding through Brownfield Redevelopment, CDBG, HOME, and NSP grant programs administered by the Iowa Economic Development Authority and Iowa Finance Authority, these revenue sources have either totally lost funding or no longer allow grant dollars to be used for acquisition/demolition. Despite these funding resources no longer being viable, the City will continue to consider other grant and loan programs that might become available.

Another alternative funding source for this project would be the use of local options sales tax. This option is not feasible because the City has already committed LOST funds for debt retirement on previously incurred debt. As a result, available LOST funds are already dedicated to other debt retirement.

The City's plan to abate principal and interest payment on general obligation bond or notes with incremental tax revenues is the most appropriate funding mechanism because the Acquisition/Demolition Projects will benefit County residents and school patrons. As a result, it is fair for the school district and the County to share the costs of the projects, and in this sense alternative funding options are less feasible.

The use of TIF funds as a funding mechanism for redevelopment of the targeted properties is appropriate when considering the long-term economic development benefit that will result from the Project. Currently, the valuations of the targeted properties are declining, and in some cases, the taxes due are delinquent. This situation has led to declining tax values and reduced property tax revenues for the City, Buena Vista County, and the Storm Lake School District. Redevelopment of the targeted properties will eliminate the nuisance influence that now exists, will help to rebuild the tax base, and could result in a ripple effect stimulating investment to and redevelopment of surrounding properties.

Acquisition and demolition of these targeted structures will improve livability of the community by ridding the area of conditions which are a menace to the public's health, safety, and welfare. Transformation of the lots will improve the quality of life within the community and could attract potential employees and their families to Storm Lake. Increased employment opportunities and enhanced livability are necessary factors in sustaining the population of Storm Lake. An attractive, vibrant, and developing community, in turn, will benefit the Storm Lake School District and Buena Vista County.

In conclusion, for all the foregoing reasons, alternative options for funding of the urban renewal projects described above are less feasible than the use of incremental taxes.

URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

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

B. General Obligation Bonds.

Under Sections 384.23 to 384.36 and/or 403.12 of the Iowa Code, the City has the authority to issue and sell General Obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Storm Lake. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan related to commercial or industrial development. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects.

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

DEVELOPMENT PLAN

Storm Lake has a general plan for the physical development of the City, as a whole, outlined in the Storm Lake Comprehensive Plan that was adopted by the City Council in February, 2013.

The goals, objectives, and projects proposed in this North #1 - Bargloff Urban Renewal Plan Amendment #1 are consistent with the City's Comprehensive Plan.

This Urban Renewal Amendment #1 does not in any way replace the City's current land use planning or zoning regulation process.

PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property.

URBAN RENEWAL PLAN AMENDMENTS

The North #1 - Bargloff Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable state law.

AGREEMENT TO INCLUDE AGRICULTURAL LAND

Because some of the area being added to the North #1 - Bargloff Urban Renewal Area as a result of this Amendment includes land that is being used for agricultural purposes as defined by Iowa Code Section 403.17(3), the City and property owner have entered into an agreement in which the property owner agrees to allow the City to include real property defined as "Agricultural Land" in the Urban Renewal Area. A copy of the Agreement is attached as Exhibit "D." The original signed agreement is on file at the City Clerk's office.

EFFECTIVE PERIOD

This Urban Renewal Plan Amendment #1 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, this Amendment, resolution, or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The division of revenues shall continue on the Urban Renewal Area, including this Amendment Area, for the maximum period allowed by law.

- **Original Area:** Separate TIF ordinances have been adopted on separate parcel(s) within the Original Area. Each TIF Ordinance may have a separate frozen base and expiration date for the parcel(s) the TIF Ordinance covers, depending on when debt was first certified on the particular TIF Ordinance.
 - For ordinances on the Original Area, the frozen base is set as of January 1 of the calendar year before the debt is first certified on the parcel(s) within the TIF Ordinance.
 - For ordinances on the Original Area, the expiration date will be 20 years from the calendar year following the calendar year in which the City first certifies debt pursuant to the particular TIF ordinance on the Original Area.

- For example, if one of the TIF Ordinances on an Original Area parcel(s) was first certified in 12/1/2010; then the frozen base of the parcels in the TIF Ordinance is as of 1/1/2009 and fiscal year 2030-2031 is the last year (expiration date) that Tax Increment can be collected on that particular TIF Ordinance.
- **Amendment No. 1 Area:** Separate TIF ordinances for separate parcel(s) are planned for the Amendment #1 Area as well.
 - For ordinances on an Amendment Area, the frozen base is set as of January 1 of the calendar year before the TIF Ordinance on a particular parcel(s) is adopted.
 - Similar to the paragraph above, each TIF Ordinance could have separate expiration dates depending on when debt is first certified related to the respective TIF Ordinance within the Amendment #1 Area. The expiration date will be 20 years from the calendar year following the calendar year in which the City first certifies debt pursuant to the particular TIF ordinance on the Amendment #1 Area.
 - For example, if one of the TIF Ordinances on an Amendment #1 Area parcel(s) is both adopted and first certified in 2014; then the frozen base of the parcel(s) in the TIF Ordinance is as of 1/1/2013 and fiscal year 2034-2035 is the last year (expiration date) that Tax Increment can be collected on that particular TIF Ordinance.

REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT "A"

LEGAL DESCRIPTION

NORTH #1 – BARGLOFF URBAN RENEWAL AREA, STORM LAKE , IOWA

AMENDMENT #1

Area being added to the North #1 – Bargloff Urban Renewal Area as a result of Amendment #1 is described as follows:

An area including the following described parcels; including all city rights of ways contained therein:

All of the right of way of Milwaukee Avenue/Highway 7 from the west side of the Michigan Street right of way to the center line of the Abner Bell Road/90th Avenue right of way.

and

(Security Bank Parcel)

A parcel of land beginning at the intersection of the center line of Highway 7 and the center line of Abner Bell Road/90th Avenue within the City of Storm Lake, Iowa; thence North along the center line of Abner Bell Road/90th Avenue to the eastern extension of the South line of Lot C, being a part of the Northeast Quarter of the Southeast Quarter (NE¹/₄SE¹/₄) of said Section 32; thence West along said South line, 375.52 feet to the West line of said Lot C; thence North along said West line to the North line of said Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4); Thence West along said North line to the East line of the Buena Vista Memorial Park Cemetery; Thence South along said East line to the centerline of Highway 7; Thence southeasterly along said centerline to the East line of said Section 32 to the point of beginning.

and

(North-Milwaukee large section)

A parcel of land in the South Half of the Southwest Quarter (S¹/₂SW¹/₄) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M. beginning at the point of intersection of the West right of way line of Ontario Street and North right of way line of Milwaukee Avenue/Highway 7; Thence North along said West line to the North line of Iowa Land and Buildings Third Addition; Thence West along said North line to the northern extension of the East line of Lot Two (2) in said Iowa Land and Buildings Third Addition; Thence South along said extended East line, to the North line of Milwaukee Avenue/Highway 7; Thence East along the North right of way line of Milwaukee Avenue/Highway 7 to the point of beginning.

and

(Downtown Addition)

A parcel of land located in the North Half (N¹/₂) of Section Three (3), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. beginning at the intersection of the center line of 6th Street and the center line of Geneseo Street; thence East along the center line of 6th Street to the point that it intersects with the West right of way line of Michigan Street; thence South along the West right of way line of Michigan Street to the point that it intersects with the South right of way line of Railroad Street; thence Southeasterly along the South right of way line of Railroad Street to the point it intersects with the East right of way line of Erie Street extended; thence North along the East right of way line of Erie Street to

the point that it intersects with the center line of 6th Street; thence East along the center line of 6th Street to the point that it intersects with the center line of Oneida Street; thence South along the center line of Oneida Street to the point that it intersects with the center line of 4th Street; thence West along the center line of 4th Street to the point that it intersects with the center line of Seneca Street; thence North along the center line of Seneca Street to the point that it intersects with the center line of 5th Street; thence West along the center line of 5th Street to the point that it intersects with the center line of Cayuga Street; thence South along the center line of Cayuga Street to the point that it intersects with the center line of the Canadian National Railroad right of way; thence Northwesterly along the center line of the Canadian National Railroad right of way to the point that it intersects with the center line of Geneseo Street; thence North along the center line of Geneseo Street to the point of beginning.

Map of Amendment #1 Area North #1 - Bargloff Urban Renewal Area

Exhibit B



Map of North #1 - Bargloff Urban Renewal Area (showing all subareas)

Exhibit C

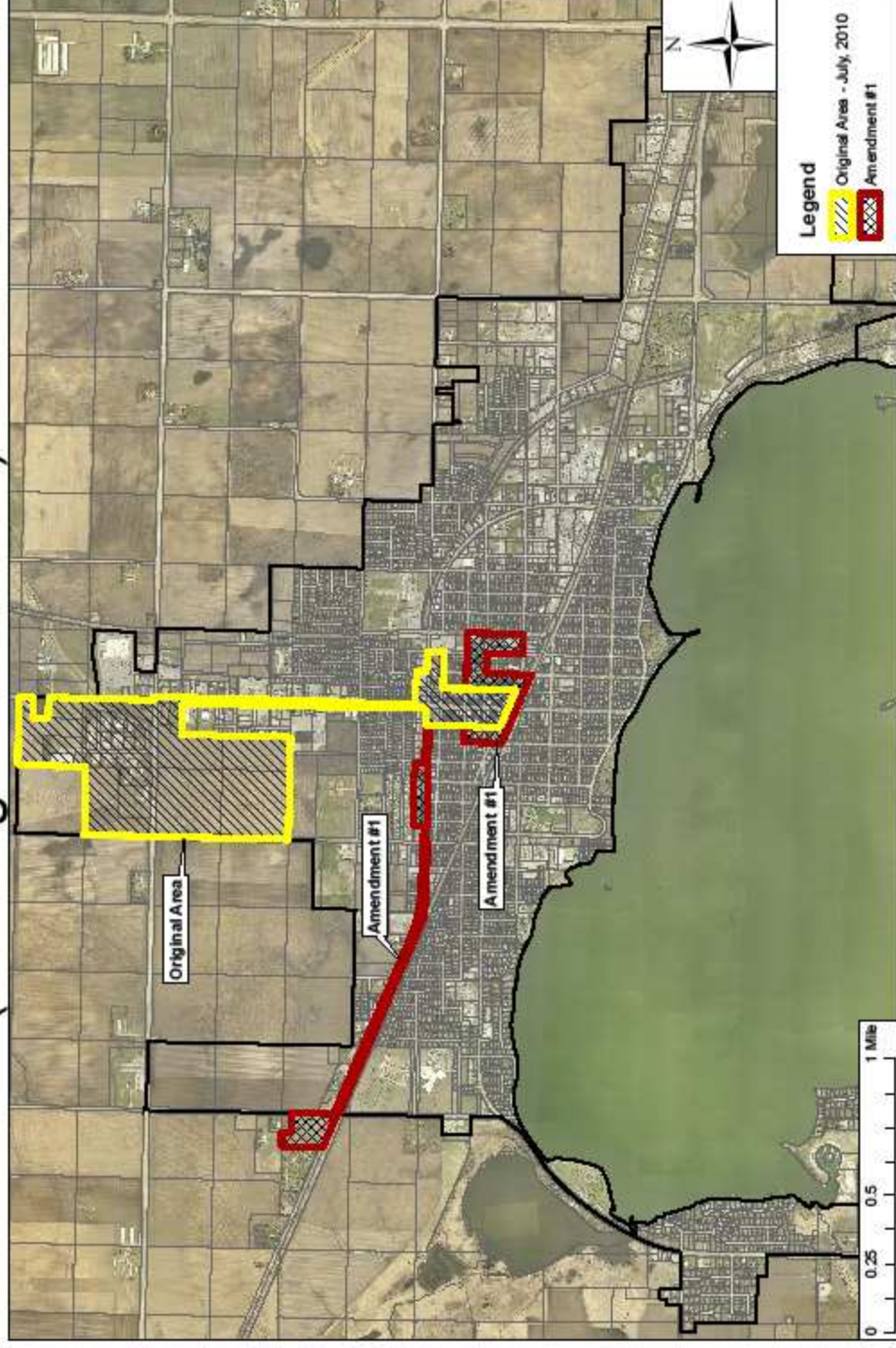


EXHIBIT "D"

AGRICULTURAL LAND CONSENT

**AGREEMENT TO INCLUDE AGRICULTURAL LAND IN THE
NORTH #1 - BARGLOFF URBAN RENEWAL AREA**

WHEREAS, the City of Storm Lake, Iowa, (the "City") has proposed Amendment #1 to the North #1 – Bargloff Urban Renewal Plan ("Plan") for the North #1 – Bargloff Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of land being added by Amendment #1 to the Area will include certain property owned by the undersigned Agricultural Land Owner; and

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

WHEREAS, it has been determined that the portion of the property located within the Amendment #1 Area and owned by the Agricultural Land Owner below meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

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

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property within the proposed Amendment#1 Urban Renewal Area and agrees that the City of Storm Lake, Iowa, may include such area within the Urban Renewal Area.

2. The Agricultural Land Owner further authorizes the governing body of the City of Storm Lake, Iowa, to pass any resolution or ordinance necessary to designate said Property as part of the Amendment #1 Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 19th day of November, 2013.

City of Storm Lake:

Signature: [Signature]

Date: 22 Nov 2013

Witness: [Signature]

Name of Agricultural Land Owner: Security Trust and Savings Bank:

By Benjamin B. Duerksen VP

Signature: [Signature]

Date: 11/19/13

Witness: [Signature]

Approved by the Storm Lake City Council on the ____ day of _____, 2013.

Mayor

Attest: City Clerk

EXHIBIT "E"

LEGAL DESCRIPTION

STORM LAKE URBAN RENEWAL AREA NORTH #1 – BARGLOFF (ORIGINAL AREA)

An area including the following described parcels; including all city rights of ways contained therein:

All of the right of way of Lake Avenue from the north side of the C-49/590th Street right of way to the south right of way line of West/East Milwaukee Avenue

and

The East One-Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$) of Section Twenty-Seven (27), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M. except a part of the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$) of Section Twenty-Seven (27), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M., Buena Vista County, Iowa, and being more fully described as follows: Commencing at the Northeast corner of the Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$) of said Section Twenty-Seven (27); thence South along the East line of said Southwest Quarter ($SW\frac{1}{4}$), 275.0 Feet to the point of beginning; thence South $89^{\circ}44'$ West, 400.0 Feet; thence South, 300.0 Feet; thence North $89^{\circ}44'$ East, 400.0 Feet; thence North along the East line of said Southwest Quarter ($SW\frac{1}{4}$), 300.0 Feet to the point of beginning. The East line of the Southwest Quarter ($SW\frac{1}{4}$) of said Section Twenty-Seven (27) is assumed to bear due North and South in the above description.

and

The Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4}SW\frac{1}{4}$), Section Twenty-Seven (27), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M.

and

The Northwest Quarter ($NW\frac{1}{4}$) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M. except a part of the East Half of the Northwest Quarter ($E\frac{1}{2}NW\frac{1}{4}$) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M. beginning at the point of intersection of the West right of way line of Lake Avenue and the South line of the P&C Industrial Subdivision; thence West along said South line to the West line of the P&C 2nd Industrial Subdivision; thence North along said West line continuing North along the West line of the J.C.P Subdivision and the West line of the C-M-C 2nd Subdivision and continuing along the C-M-C 2nd Subdivision West line extended North to a point that it intersects the South right of way line of 16th Street; thence East along the South right of way line of 16th Street to the point that it intersects with the West right of way line of Lake Avenue; thence South along the West right of way line of Lake Avenue to the point of beginning.

and

A parcel of land beginning at the intersection of the West right of way line of North Lake Avenue and the North right of way line of West Milwaukee within the City of Storm Lake, Iowa; thence West along the North right of way line of West Milwaukee to the point that it would intersect with the West right of way line of Michigan Street extended North across West Milwaukee; thence South along the West right of way line of Michigan Street to the point that it intersects with the South right of way line of Railroad Street; thence Southeasterly along the South right of way line of Railroad Street to the point it intersects with the East right of way line of Erie Street extended; thence North along the East right of way line of Erie Street to the point that it intersects with the South right of way line of 7th Street; thence East along the South right of way line of 7th Street to the point that it intersects with the center line of Seneca Street; thence North along the center line of Seneca Street to the point it intersects with the North right of way line of East Milwaukee; thence West along the North right of way line of East Milwaukee to a point 350.78 Feet East of the intersection of the North right of way line of East Milwaukee and the West right of way line of North Erie Street; thence north 00°07'15" West 200 Feet; thence West to a point that is at the intersection of the South right of way line of East 8th Street and the West right of way line of Erie Street; thence West along the south right of way line of East 8th Street extended across North Lake Avenue to the point of beginning.

Staff Summary

12/2/2013

Agenda Item # 5.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mike Wilson, Community Development Director

SUBJECT: **King's Pointe Waterpark Season End Review**

BACKGROUND: Annually following the end of the season for the outdoor waterpark King's Pointe staff has presented to the City Council an overview of the year's activities and answered questions of the Council regarding the previous year's activities.

General Manager, Nick Edwards, will be present at the City Council meeting and provide Council with an overview of the 2013 season.

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

RECOMMENDATION: Hear the Report

ATTACHMENTS:

Description	Type
📎 Season Pass Memo	Letter



REPORT TO: Honorable Mayor and City Council

FROM: Nick Edwards, King's Pointe Resort General Manager

SUBJECT: Season Pass Rate Increase

BACKGROUND:

King's Pointe Waterpark is recommending a rate increase for the family season pass for the 2014 summer season. Currently the Family Pass Rate structure starts at \$200 December 1st to Feb. 28th, \$225 March 1 to April 30th and \$249 after May 1st. Each season pass holds up to five family members. Families also have the option to add on additional family members to the family season pass. Currently that rate is \$30 per extra person. During the 2013 summer season there was 284 Family Season Passes sold. Total family season pass revenue for the 2013 season was \$41,710. The Season Pass rates have not seen an increase since the summer of 2011.

King's Pointe is proposing starting the rates at \$215 Dec. through February, \$240 March 1 to April 30 and \$265 after May 1st. For families wanting to add additional family members we are proposing to increase that rate to \$45 per person. King's Pointe would continue the successful tiered pricing structure leading up to the summer season. The earlier you purchase your family pass the greater the discount. The estimated new revenue would be around \$9,410 and would bring total season pass revenue to around \$51,120.

The Season Passes would be the only rate increase for the 2014 summer. All Daily Rates, BV county Rates, Twilight Rates and Special Event Night Rates would remain the same.

FISCAL IMPACT:

The additional \$9,410 will be used to help offset rising expenses with staffing and ongoing maintenance cost for the waterparks. The Outdoor Waterpark will be opening for the 2014 summer season on Saturday, May 24th, to begin its 5th summer of operation.

Sincerely,

Nick Edwards

General Manager

King's Pointe Waterpark Resort

P.O. Box 665 Storm Lake, IA 50588

Phone: 712-213-4500 Fax: 712-213-4400

nedwards@kingspointeresort.com

Staff Summary

12/2/2013

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. 43-R-2013-2014 Update City Fee Resolution For King's Pointe Outdoor Waterpark Rates**

BACKGROUND: Annually the City Council hears an update from the staff at King's Pointe on the status of the previous summers activities at the outdoor waterpark. The previous agenda item will provide for that update and a dialoge between King's Pointe staff and Council regarding the previous year's activities.

Following that update the Council, through this agenda item, will have the opportunity to change the rates for the waterpark through an update to the City's Fee Resolution. The following changes in fees are recommended by the staff at King's Pointe Resort:

Special #1 Family Season Pass Rate - \$215.00 (Currently \$200.00)

Available December to February 28th

Special #2 Family Season Pass Rate - \$240.00 (Currently \$225.00)

Regular Rate Family Season Pass Rate - \$265.00 (Currently \$249.00)

Extra Person Rate - \$45.00 (Currently \$30.00)

They are NOT proposing any other rate increases for the 2014 Season.

Season passes can be purchased at the King's Pointe Resort front desk.

FISCAL IMPACT: King's Pointe Resort staff estimates that these increases would bring in an additional revenue of \$9,410.00 for the waterpark which would help offset rising expenses.

RECOMMENDATION: Adopt Resolution No.43-R-2013-2014

ATTACHMENTS:

Description	Type
 Resolution No. 43-R-2013-2014	Resolution

RESOLUTION NO. 43-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 Permit (1 Day)	\$25.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Peddlers Permit (1 Week)	\$75.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Solicitors Permit (per person)	\$2.00	4-3-6
Solicitors Permit (principal) (1 day)	\$25.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Solicitors Permit (principal) (1 week)	\$75.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Taxi Permit (Business)	\$100.00	4-5-3
Taxi Permit (per vehicle)	\$10.00	4-5-3
Cancel Permit Fee	\$25.00	
 <u>Airport (monthly fees)</u>		
Hangar A	\$65.00	
Hangar B	\$80.00	
Hangar C	\$95.00	
Hangar D	\$135.00	
Hangar E	\$150.00	
 <u>Building Official</u>		
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.

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 \$1.50per \$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	\$21.00
(Patio, Water, Sewer, Electric, Fire Pit)	
Class E Site	\$19.00
(Water, Sewer, Electric)	
Class F Site	\$16.00
(Electric)	
Glass G Site	\$11.00
(Tent)	
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 \$10.00
 (sold in advance with minimum quantity of 50)
 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	\$249.00 265.00	
(up to 5 people, includes indoor waterpark during the Outdoor Season)		
Each Additional Family Member	\$30.00 45.00	
Family Pass Special #1	\$200.00 215.00	
(Valid December 1 st , 2010 thru February 28 th , 2011)		
Family Pass Special #2	\$225.00 240.00	
(Valid March 1 st , 2011 thru April 30 th , 2011)		
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 2nd day of December 2013.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

12/2/2013

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: Mike Wilson, Community Development Director

SUBJECT: **Motion Approving A Cost Sharing Agreement For Yard Waste Handling.**

BACKGROUND: After giving consideration to establishing a yard waste site just for the City of Storm Lake, City staff has asked the Buena Vista County Solid Waste Commission to continue to handle the yard waste site as it has for many years.

The Commission is agreeable so long as the costs to maintain the site are allocated between the cities of Storm Lake, Lakeside and the County.

Under the proposed agreement the Solid Waste staff tracks and documents man hours and equipment hours needed to maintain the site. At the end of the season (usually January) the costs are tabulated and allocated . Storm Lake will be billed for 88% of the cost, Lakeside 7% and the County 5%.

Since the City has not been billing the Commission for waste water treatment costs, an estimated cost has been calculated and applied as an offset against Storm Lake's cost. This issue has created some concern on the part of some Commission members; however, the Commission has received approval from the Department of Natural Resources to convert the existing holding basin for the compost pad into a filtration basin so the runoff from the pad does not need to be sent to the waste water treatment plant. This work will be completed in the spring of 2014 so after that time the City will bill for waste water charges based upon water usage, just like any other customer. This will remove this item of concern from the calculation and we believe, lead to the approval of the Agreement by the County and Lakeside.

FISCAL IMPACT: In past years, the City share of the cost has been around \$9,000/year, but of course this is dependent upon the amount of material handled which is at least partially dependent upon weather events. We would expect about this same cost for the 2013 season.

Going forward, after the filtration basin is built, the City's cost will increase to around \$12,000 to \$15,000 due to not offsetting a calculated waste water treatment charge.

RECOMMENDATION:

Approve the Agreement

ATTACHMENTS:

Description

Type

 [yard waste agree](#)

Contract

AGREEMENT

For good and valuable consideration, the undersigned, Buena Vista County Sanitary Landfill Commission, the City of Storm Lake, Iowa, the City of Lakeside, Iowa, and Buena Vista County, Iowa, agree as follows:

A. The Buena Vista County Sanitary Landfill Commission staff will track person hours and machinery/equipment hours used to maintain the yard waste dump site at the Harold Rowley Recycling Center for the previous twelve (12) months. In January of each year, staff will calculate "actual costs" using actual wages (actual time spent x employee's hourly pay rate) of employees involved in this specific activity and an hourly machinery/equipment charge to be determined by the Buena Vista County Sanitary Landfill Commission.

1. The Buena Vista County Sanitary Landfill Commission staff will track revenue generated by tipping fees for this yard waste for the previous twelve (12) months.

(a) Revenue generated from tipping fees for this yard waste will be applied as an offset to the "actual costs" to arrive at a "net cost."

B. The "net cost" will be allocated eighty-eight percent (88%) to the City of Storm Lake, seven percent (7%) to the City of Lakeside, and five percent (5%) to Buena Vista County.

C. The City of Storm Lake will continue to treat waste water and compost leachate generated by the Buena Vista County Sanitary Landfill Commission. The "treatment costs" will be determined by applying the

City's standard treatment rates to the gallons of waste water and gallons of compost leachate flowing to the City of Storm Lake's waste water treatment plant.

1. The gallons of waste water shall be determined by adding the number of gallons of water billed to the Buena Vista County Sanitary Landfill Commission from the City of Storm Lake for the previous twelve (12) months.

2. The number of gallons of compost leachate flowing from the Buena Vista County Sanitary Landfill Commission to the City of Storm Lake's waste water treatment plant shall be determined by the amount of average annual rainfall for Buena Vista County as published by Iowa State University for the previous twelve (12) months, assuming a fifty percent (50%) evaporation rate and then using this reduced figure to calculate the gallons of compost leachate that would flow from an asphalt pad with an area of 2.4 acres.

(a) In the event that the Iowa Department of Natural Resources determines that compost leachate no longer is required to be treated, the number of gallons of compost leachate flowing from the 2.4-acre pad at the Harold Rowley Recycling Center to the City of Storm Lake's treatment plant shall no longer be used to calculate "treatment costs."

D. The "treatment costs" shall be sent to Buena Vista County Sanitary Landfill Commission and shall be subtracted from the City of Storm Lake's "net costs."

E. These "treatment costs" will end when the new compost leachate collection system is finished. It is anticipated this will occur in the spring of 2014.

F. The City of Storm Lake will use its staff and equipment to transfer the yard waste from the Buena Vista County Sanitary Landfill Commission's pad to the City's burn site or dispose of it in another manner at the City's discretion. The City will track the person hours and machinery/equipment hours used to transfer the yard waste for the previous twelve (12) months. In January of each year, the City will calculate "transfer costs" using actual wages (actual time spent x employee's hourly pay rate) for employees involved in this specific activity and an hourly machinery/equipment charge as determined by the City of Storm Lake. "Transfer costs" will be allocated eighty-eight percent (88%) to the City of Storm Lake, seven percent (7%) to the City of Lakeside, and five percent (5%) to Buena Vista County.

1. The "transfer costs," once calculated, shall be sent by the City of Storm Lake to the Buena Vista County Sanitary Landfill Commission and the City of Lakeside's and Buena Vista County's share of these "transfer costs" shall be added to the City of Lakeside's and Buena Vista County's "net costs."

G. The annual "net costs," once calculated with the adjustments as provided at paragraphs D and E above, shall be sent by the Buena Vista County Sanitary Landfill Commission to the City of Storm Lake, the City of Lakeside and Buena Vista County, and each entity shall pay their share of these net costs to the Buena Vista County Sanitary

Landfill Commission within thirty (30) days of receipt of the billing statement.

H. This Agreement shall be effective July 1, 2013. The term of this Agreement shall be perpetual; however, by written notice delivered by certified mail to the other parties, prior to December 1, the City of Storm Lake, City of Lakeside, or Buena Vista County may withdraw effective the following July 1st. The Buena Vista County Sanitary Landfill Commission may, by written notice delivered by certified mail to the other parties prior to December 1, terminate this Agreement effective on the second July 1st following the delivery of this notice, unless an earlier date of termination is agreed to by all of the other parties.

I. In the first year of this Agreement, every reference to the "previous twelve (12) months" shall be read as the "previous six (6) months."

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

**BUENA VISTA COUNTY
SANITARY LANDFILL COMMISSION**

By: _____

Date _____

CITY OF STORM LAKE, IOWA

By: _____

Date _____

CITY OF LAKESIDE, IOWA

By: _____

Date _____

BUENA VISTA COUNTY, IOWA

By: _____

Date _____

Staff Summary

12/2/2013

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. 44-R-2013-2014 Approving Flood Mitigation Fund Application & City Contribution To Project**

BACKGROUND: Following preliminary review of the application the staff at the State of Iowa requested some revisions to the application that changed the total of the project and thus will require a new Resolution of Authorization and Commitment from the City Council.

The major change in the application costs is the inclusion of all the bond interest in the overall project costs. Originally, and typically, we do not consider the accumulated interest of the bonds as part of the cost of a project. We do and did in this case consider them in the analysis of the payback of the bonds including the bonds that would be issued for the Sales Tax Increment portion of the project. The State wants those costs in the total project amount.

The scope of the project still contains four (4) phases as originally proposed.

On November 21 city staff, project engineers, and the city's financial consultant were present at the presentation of projects in Des Moines. The meeting went well and staff and consultants were able to answer any questions that the board had. We expect that there is good potential that the board may approve some of the grants at their next meeting on December 4th, 2014.

FISCAL IMPACT: Total cost of the project is now \$8,166,120.84 (this now includes all bond interest costs for the entire project). The split of the funding sources is as follows:

Federal Funds CDBG - \$1,200,000.00
Federal Funds TAP (TEA21) - \$203,436.00
City of Storm Lake Funds - \$2,679,624.42
State Sales Tax Increment - \$4,083,060.42

A portion of the City's funds are cash on hand or budgeted in the CIP program for the projects that are part of this application. The

remaining funds will be funded through revenue bonds issued by the City and repaid with revenues from the Storm Water Utility.

RECOMMENDATION:

Adopt Resolution No. 44-R-2013-2014

ATTACHMENTS:

	Description	Type
	Resolution Document	Resolution

[illegible]

Buena Vista

\$ 2,679,624.42

(Date)

Council or Board Member

Authorized Representative's Signature and Date

Staff Summary

12/2/2013

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: Doug Rainforth, Water Resource Manager

SUBJECT: **Approve Fluoride Equipment Grant Application**

BACKGROUND: The City of Storm Lake has supplemented natural fluoride in their drinking water for many years. Dosing recommendations have been reduced to levels that have been extremely difficult to maintain with any level of consistency.

Fluoride has been widely accepted to promote good dental health throughout a wide age range and we feel it is important to our community to continue this operation.

Delta Dental of Iowa Foundation is awarding grants up to \$10,000 to water systems for their continued commitment to fluoridation. This grant would be utilized by the Storm Lake Water Treatment Plant to purchase and install an analyzer/controller unit which would allow us to optimize our fluoride dosing rates at the recommended set point.

We believe that the unique composition of our community motivates us even more than others to provide the fluoride that many of our citizens may not receive from other sources.

All that Delta Dental requires of us is a five (5) year commitment to continue fluoridation.

FISCAL IMPACT: The City of Storm Lake will be required to purchase the equipment and pay for installation cost. Our quotes indicate that the entire project will total approximately \$9,000 and would be reimbursed by Delta Dental up to a grant maximum of \$10,000 making the final fiscal impact of zero dollars.

RECOMMENDATION: Approve Fluoride Equipment Grant Application to Delta Dental of Iowa Foundation.

Staff Summary

12/2/2013

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: Doug Rainforth, Water Resource Manager

SUBJECT: **Resolution No. 45-R-2013-2014 Acceptance Of Bids & Award Of Contract - WWTP Contract #6**

BACKGROUND: As the final contract of six, Contract #6 will tie together Contracts 1 through 5 and satisfy our commitments to FEMA and Iowa Department of Natural Resources. This contract is separate from the first five in that it is solely financed by the City of Storm Lake while they were predominately funded by FEMA and the State of Iowa.

The bid document objectives consisted of ultra-violet disinfection, sludge holding tank improvements, sludge de-watering building improvements, rotary sludge press, bio-solids building, storage building, and lime building.

This action would accept the bids as received and award the contract to the low bidder Magney Construction of Chanhassen, MN.

Bids were submitted in the amounts listed below:

Contractor	Base Bid	Total With Options
Magney Construction	\$2,359,500	\$2,565,500
Rice Lake Construction	\$2,527,800	\$2,780,800
Eriksen Construction	\$2,686,400	\$2,901,000
Gridor Construction	\$2,771,700	\$2,926,700
Christensen	\$2,743,658	\$2,954,899

FISCAL IMPACT: The engineers estimate for all components totals \$2,900,000. A balance of \$2,500,000 remains from the funding provided by the Sewer Revenue Bond.

The project was bid with a base section and additional options. The low "base bid" in the amount of \$2,359,500 was submitted by Magney Construction. The remaining objectives were bid as options to be included provided funding was available.

The option bids were evaluated and the best value combination came

to a total of \$2,565,500 or \$65,500 over the Sewer Bond fund amount. The additional \$65,500 will be drawn from existing Wastewater Fund Reserves.

RECOMMENDATION: Approve Resolution No. 45-R-2013-2014 Accepting Bids and Awarding Bid to Magney Construction

ATTACHMENTS:

	Description	Type
📎	Resolution No. 45-R-2013-2014	Resolution

RESOLUTION NO. 45-R-2013-2014

**RESOLUTION ACCEPTING AND AWARDING BID FOR CONTRACT 6 –
WASTEWATER TREATMENT PLANT IMPROVEMENTS**

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 Contract 6 – Wastewater Treatment Plant Improvements, described in the plans and specifications heretofore adopted by this Council on November 4, 2013 be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Magney Construction, Chanhassen, MN
Amount of bid:	\$2,565,500
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 2nd day of December, 2013.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

12/2/2013

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: **Public Hearing Proposed Community Development Block Grant (CDBG) Application - Housing 2014**

BACKGROUND: Following on the heels of wrapping up the 2010 Housing Rehabilitation Grant that the City received staff is recommending that we proceed with putting in an application for the 2014 round of grants which are due on December 11, 2013.

While the timeframe in which to put the grant together is short we believe that together with Simmering and Cory we can accomplish getting the application sent in by the deadline.

The proposed target area is the area of Rose, Tulip, and Violet Lanes, along with a portion of Expansion Blvd in that neighborhood, and the area East of Geisinger Road to include Poplar, Hickory, Walnut, and a portion of East 7th Street. See the attached map.

This area was already subjected to an income survey three years ago and so we can use that survey which indicates the area to be that of low to moderate income and eligible for this project.

At the present time the City is anticipating filing for the rehabilitation of up to 12 homes in the target area with a City match of \$35,000. Total grant application will be in the range of \$350,000.00.

Prior to applying for the grant the City is required to hold a public hearing on the proposed project and grant application, which this agenda item will accomplish. Notice of this hearing was published prior to the meeting as required by Iowa law.

FISCAL IMPACT: The cost of preparing the application is estimated to be \$1,000.00 and the cost of publishing the notice for the public hearing is estimated at \$50.00.

The total cost of the project anticipated at the time of this writing is \$350,000 for the 12 homes. The City would contribute \$35,000 of

that cost with the rest requested from the CDBG Program (\$315,000). We will have final numbers at the meeting on Monday.

The City's portion of the project, \$35,000.00, will come out of the capital project set aside fund for these projects. The current balance is just over \$60,000 after the 2010 Project is completed.

RECOMMENDATION:

Open the Public Hearing
Hear any Comments
Close the Public Hearing

Staff Summary

12/2/2013

Agenda Item # 12.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 46-R-2013-2014 Approving Application To IEDA For CDBG Housing Rehabilitation Grant Program**

BACKGROUND: Following on the heels of wrapping up the 2010 Housing Rehabilitation Grant that the City received staff is recommending that we proceed with putting in an application for the 2014 round of grants which are due on December 11, 2013.

While the timeframe in which to put the grant together is short we believe that together with Simmering and Cory we can accomplish getting the application sent in by the deadline.

The proposed target area is the area of Rose, Tulip, and Violet Lanes, along with a portion of Expansion Blvd in that neighborhood, and the area East of Geisinger Road to include Poplar, Hickory, Walnut, and a portion of East 7th Street. See the attached map.

This area was already subjected to an income survey three years ago and so we can use that survey which indicates the area to be that of low to moderate income and eligible for this project.

At the present time the City is anticipating filing for the rehabilitation of up to 12 homes in the target area.

The previous item held the required public hearing for the project and application and at this time the Council may choose to take action on the application which is due by December 11, 2013.

FISCAL IMPACT: The total cost of the project anticipated at the time of this writing is \$350,000 for the 12 homes. The City would contribute \$35,000 of that cost with the rest requested from the CDBG Program (\$315,000). We will have final numbers at the meeting on Monday.

The City's portion of the project, \$35,000.00, will come out of the capital project set aside fund for these projects. The current balance is just over \$60,000 after the 2010 Project is completed.

RECOMMENDATION: Adopt Resolution No. 46-R-2013-2014

ATTACHMENTS:

Description	Type
 Resolution No. 46-R-2013-2014	Resolution

RESOLUTION NO. 46-R-2013-2014

A RESOLUTION OF THE CITY OF STORM LAKE, IOWA, authorizing the expenditure of local funds to be applied to an Iowa Economic Development Authority Housing Fund Application.

WHEREAS, the Storm Lake City Council will submit a Housing Fund Application to the Iowa Economic Development Authority; and,

WHEREAS, the Iowa Economic Development Authority is requiring cities that provide funds for local effort to pass a resolution authorizing such expenditure, pending approval of the application; and,

WHEREAS, the City of Storm Lake recognized the benefits that would result from the approval of a Housing Fund application.

NOW, THEREFORE, BE IT RESOLVED, that the City of Storm Lake will provide \$35,000.00 in local monies to be used as matching funds for the 2014 Housing Fund Application.

All resolutions or parts of resolutions in conflict are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 2nd day of December, 2013.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

12/2/2013

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Approval Of IDOT Agreement Reference Lake Avenue Trail Project**

BACKGROUND: The City of Storm Lake has received the formal agreement from the Iowa Department of Transportation regarding the Lake Avenue Trail Project which is slated for construction in 2014.

The agreement which is attached to this staff summary outlines the duties and responsibilities of the City and the IDOT for this project and does not authorize the expenditure of funds at this time.

The agreement has been reviewed by City staff and the City Attorney all of which have found the agreement to be in order.

FISCAL IMPACT: Total cost of the project is currently estimated at \$372,650.00 of which this grant will provide funding up to 80% of the construction costs or a maximum of \$193,000.

RECOMMENDATION: Approve Motion and Authorize Mayor Pro Tem Walker to Sign Agreement

ATTACHMENTS:

Description	Type
 IDOT Grant Agreement	Contract

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-Aid Agreement for a
Transportation Enhancement Program (TE) Project**

Recipient: City of Storm Lake
Project Number(s): STP-E-7422(616)—8V-11
Iowa DOT Agreement Number: 14-STPE-103
CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between City of Storm Lake (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the Department.

The Recipient has received Federal funding through the Transportation Enhancements Program (TE), as described in Sections 1113 and 1122 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, which are hereinafter referred to as TE funds.

Pursuant to the terms of this agreement and applicable statutes, the Department agrees to provide the funding named above to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be responsible for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person shall be Jennifer Kolacia, Office of Systems Planning, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1788, Jennifer.Kolacia@dot.iowa.gov. The Recipient's contact person shall be Justin Yarosevich, City Clerk, 620 Erie Street, Storm Lake, IA 50588, (712)732-8000, Justin@stormlake.org.
3. The Recipient shall be responsible for the development and completion of the following described project:

Lake Avenue Trail: from 10th Street to County Road C-49 in the city of Storm Lake.
4. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from TE funds. The portion of the project costs reimbursed with TE funds shall be limited to a maximum of either 80 percent of eligible costs (other than those reimbursed with other Federal funds) or the amount listed (\$193,000) in the Northwest Iowa Planning and Development current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less. Eligible project activities will be as described in

Sections 1113 and 1122 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, and determined by the Department to be eligible.

5. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the local contribution and may include cash or non-cash contributions. The local contribution must equal a minimum of 20 percent of eligible project costs. The recipient shall certify to the Department the value of any non-cash contribution to the project prior to it being incurred. The Department retains the sole authority to determine the eligibility and value of the Recipient's non-cash contribution for the purposes of this agreement. If the Recipient's total cash and non-cash contribution is determined by the Department to be less than that required by this agreement, the Recipient shall increase its cash contribution or the grant amount associated with this project shall be reduced accordingly.
6. The Recipient must have let the contract or have construction started within two years of October 1, 2013. If the Recipient does not do this, they will be in default for which the Department can revoke funding commitments. This agreement may be extended for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.
7. If the project described in this agreement crosses a DOT primary road, then:
 - a. The Recipient shall convey title to the State of Iowa, by quit claim deed, to any right of way necessary for the primary road crossing, all at no cost to the DOT. However, the DOT shall prepare detailed legal descriptions and plats. The general configuration of the right of way to be conveyed shall be agreed to by the Recipient and the DOT prior to the survey.
 - b. The Recipient shall submit six copies of plans for all primary road system crossings to the DOT contact person for review and approval by the District Offices for necessary permits, Offices of Road Design and Maintenance with regard to crossing design and location, signing, fencing, safety, maintenance, compliance with access control policy, etc. Said approval shall be obtained before the Recipient proceeds with the construction of any primary road system crossing.
 - c. The use of primary highway right of way for this project's purpose shall be subject to any rights enjoyed by any existing utility lines presently within the right of way. If excavation of a utility line over which this project has been placed is necessary for any reason, the utility shall be responsible for proper backfilling of said excavation to ground level. The Recipient shall be responsible for any necessary resurfacing or restoration.
 - d. The use of primary highway right of way for this project's purposes shall be subject to any future plans for reconstruction, improvement, maintenance, or relocation of the highway by the DOT. Any relocation of this project necessary because of said plans shall be at the expense of the Recipient, all at no cost to the DOT. This agreement may be declared to be in default by the Department if the Department determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application.

8. If the Recipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Recipient remains in default.
9. This agreement may be declared to be in default by the Department if the Department determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application.
10. In the event a default is not cured the Department may revoke funding commitments or seek repayment of funds loaned or granted by this agreement. By signing this agreement the Recipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, charges against the Recipient's share of road use tax funds, or other methods as approved by the Transportation Commission.
11. The Recipient shall comply with Exhibit 1, General Agreement Provisions for use of Federal Highway Funds on Non-primary Highways, which is attached hereto and by this reference is incorporated into this agreement.
12. This agreement is not assignable without the prior written consent of the Department.
13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
14. It is the intent of both parties that no third party beneficiaries be created by this agreement.
15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.
16. This agreement and the attached exhibit constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

RECIPIENT: City of Storm Lake

By: _____ Date _____, _____

Title: Mayor

CERTIFICATION:

I, _____, certify that I am the Clerk of the city, and that
(Name of City Clerk)

_____, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city, on the ____ day of _____, _____.

Signed: _____

City Clerk of Storm Lake, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION

Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010

By: _____ Date _____, _____

Craig Markley
Director
Office of Systems Planning

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Recipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and hold the Department harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by 49 CFR 18.26, the Recipient is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. C. 7501-7507) and revised Office of Management and Budget (OMB) Circular A-133. Subpart B of OMB Circular A-133 stipulates that non-Federal entities expending \$500,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in subpart C of OMB Circular A-133. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title

as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.

- f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.
 - ii. The Recipient shall comply with the requirements of I.M. 3.710, DBE Guidelines.
 - iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 as well as the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

3. Federal Participation in Work Performed by Recipient Employees.

- a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.310, Federal-aid Participation in In-House Services.
- b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.810, Federal-aid Construction by Local Agency Forces.
- c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 225. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient.

4. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.305, Federal-aid Participation in Consultant Costs.
- c. If Preliminary Engineering (PE) work is federally funded, and if right-of-way acquisition or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal

year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.105, Concept Statement Instructions; 3.110, Environmental Data Sheet Instructions; 3.112, FHWA Environmental Concurrence Process; and 3.114, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 3.120, Farmland Protection Policy Act Guidelines.
- c. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the procedures in I.M. 3.130, 404 Permit Process; 3.140, Storm Water Permits; 3.150, Highway Improvements in the Vicinity of Airports or Heliports; and 3.160, Asbestos Inspection, Removal and Notification Requirements.
- d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed \$100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.605, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the

Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.

- b. If the project right-of-way is federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.
- d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.
- e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.505, Check and Final Plans and I.M. 3.510, Check and Final Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 3.730, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to the Department.

- c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 3.720, Local Letting Process, Federal-aid.
- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.750, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code Section 26.12.
- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Department has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Recipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at:
<http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The Recipient shall follow the procedures in I.M. 3.805, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

10. Project Close-out.

- a. Within 30 days of completion of construction and other activities authorized by this agreement, the Recipient shall provide the completed pre-audit checklist to the Department and request a

final audit, in accordance with the procedures in I.M. 3.910, Final Review, Audit, and Close-out Procedures for Federal-aid Projects.

- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Recipient of the record retention date.
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

Staff Summary

12/2/2013

Agenda Item # 14.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Motion To Approve Letter Of Interest To Be A Pilot Water Community**

BACKGROUND: Iowa Economic Development Authority is planning on launching a new initiative in 2014 by selecting a community to partner with in demonstrating an integrated and holistic approach to utilizing infiltration based storm water best management practices community wide. The goal is to get the community to as close to zero storm water surface runoff. IEDA is interested in working with the same community to improve operational efficiencies in the water and wastewater systems and possibly demonstrating new approaches to treating waste water. This is a big and inspiring goal requiring a long term commitment of the whole community.

The Mayor and City Staff met with IEDA to learn more about the program and feel that Storm Lake may benefit from partnering with IEDA on this program. It meets the Council's Environmental Goals and objectives in the Strategic Plan, benefits the lake, and reduces property damage due to excessive storm water.

The next step is for the City and our partners to send a "Letter of Interest" to learn more about the program. This indicates to the DNR that the City is in support of the partnership. A similar letter will be forwarded to several of the City's partners to see if they are interested in the program as well. IEDA will then hold an information session with the City and our partners to further discuss the program and expectations.

FISCAL IMPACT: There is no fiscal impact for approving and submitting this letter of interest. This indicates our level of commitment to learn more about the program.

RECOMMENDATION: Pass a motion to have the Mayor sign the letter of interest to IEDA.

Staff Summary

12/2/2013

Agenda Item # 15.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion To Go Into Closed Session Reference Iowa Code Chapter 21.5 (j) To Discuss The Purchase Of Property**

BACKGROUND: The Iowa Code provides for discussion of a handfull of topics, including the purchase of land, under a closed session, not open to the public, in cases where the discussion could be expected to increase the price the governmental body would have to pay for the property.

No decisions may be made in a Closed Session and so Council would be required to come back into open session to make any final decision. In the event it is anticipated that the Council would need action a seperate agenda item would follow this item for that specific purpose.

FISCAL IMPACT: No fiscal impact is anticipated for the closed session item.

RECOMMENDATION: Move to go into Closed Session Reference Iowa Code Chapter 21.5 (j) - Roll Call Vote

Council will be required to go back into open session with a roll call vote upon the end of the closed session.