

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JANUARY 17, 2017
5:00 PM**



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

AGENDA

1. Hear the Public
2. Consent Agenda
 - A. Approve Consent Agenda
 - B. Buy Local Information
3. Motion To Approve Cigarette Permit for Brewsters
4. Resolution No. 65-R-2016-2017 Approving a Series of 2017 Community Events as Submitted by Storm Lake United
5. Setting A Public Hearing On A Proposed Text Amendment To The Storm Lake Zoning Ordinance
6. Motion To Approve A 3-Year Customer Support Agreement On Generators
7. Resolution No. 66-R-2016-2017 Approving Change Order #3 to the Expansion Boulevard Storm Water Project
8. Resolution No. 67-R-2016-2017 Approving Change Order #4 Expansion Boulevard Storm Water Project
9. Resolution No. 68-R-2016-2017 Setting Dates Of A Consultation And A Public Hearing On A Proposed Amendment No. 6 To The Storm Lake Industrial Park Urban Renewal Plan In The City Of Storm Lake, State Of Iowa.
10. Motion To Approve Agreement For Professional Services For 4th And Barton Storm Sewer Improvements
11. Motion To Set A Public Hearing For The Plans, Specs, Bids, Form Of Contract, And Engineer's Opinion Of Probable Costs For The 2017 Watermain Improvements
12. Resolution No. 69-R-2016-2017 Change Order #2 Housing Project #2014-8
13. Resolution No. 70-R-2016-2017 Final Approval Housing Project 2014-8
14. Closed Session Under Section 21.5 Personnel Evaluation
15. Adjourn

Meeting Protocol

If you wish to speak today, please:

1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the Mayor identify yourself by stating your name and address.

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

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

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



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Staff Summary

1/17/2017

Agenda Item # A.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

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REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Approve Consent Agenda

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Sunrise Pointe bills for approval
- Approve the January 3, 2017 and January 9, 2017 City Council Minutes
- Approve liquor license renewal for Plaza Mexico Restaurant
- Approve Cigarette Permit for Super Sun (630 Geneseo Street)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$461,870.41
- King's Pointe Bills - \$133,581.25
- Sunrise Pointe Golf Course Bills - \$2,259.45

The City will receive the following revenues:

- Liquor license renewal - \$845.00
- Cigarette Permit - \$37.50

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ King's Pointe & Sunrise List of Bills	List of Bills
☐ Minutes - January 3, 2017	Minutes
☐ Minutes - January 9, 2017	Minutes
☐ Plaza Mexico Police Report	Backup Material
☐ Cigarette Permit Application	Application

City of Storm Lake
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Checks for Approval Report

From: 01/04/17 To 01/16/17
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00551.01.2017 Aflac Pretax	403.52
AFLAC	PR Batch 00551.01.2017 Aflac After tax	71.78
AFLAC	PR Batch 00552.01.2017 Aflac Pretax	96.26
AFLAC	PR Batch 00552.01.2017 Aflac After tax	60.08
City of Storm Lake	PR Batch 00552.01.2017 Dental employee/spouse	18.48
City of Storm Lake	PR Batch 00552.01.2017 Dental insurance family	24.45
City of Storm Lake	PR Batch 00552.01.2017 125 Flexible Benefits	236.67
City of Storm Lake	PR Batch 00552.01.2017 Flex- Child Care	20.83
City of Storm Lake	PR Batch 00552.01.2017 Health Insurance Family	799.20
City of Storm Lake	PR Batch 00551.01.2017 Dental employee/child	6.00
City of Storm Lake	PR Batch 00551.01.2017 Dental insurance employee c	24.01
City of Storm Lake	PR Batch 00551.01.2017 Dental employee/spouse	10.65
City of Storm Lake	PR Batch 00551.01.2017 Dental insurance family	81.18
City of Storm Lake	PR Batch 00551.01.2017 125 Flexible Benefits	701.49
City of Storm Lake	PR Batch 00551.01.2017 Flex- Child Care	269.15
City of Storm Lake	PR Batch 00551.01.2017 Health Insurance Family	1,721.72
City of Storm Lake	PR Batch 00551.01.2017 Health Insurance Single	544.57
Collection Services Center	PR Batch 00551.01.2017 Child Support Payments to I	222.00
Collection Services Center	PR Batch 00552.01.2017 Child Support Payments to I	406.00
Conseco Health Insurance Co	PR Batch 00551.01.2017 Cancer Pre Tax Insurance	20.59
EFTPS	PR Batch 00551.01.2017 Federal Income Tax	11,839.77
EFTPS	PR Batch 00551.01.2017 FICA Employee Portion	3,395.94
EFTPS	PR Batch 00551.01.2017 FICA Employer Portion	3,395.94
EFTPS	PR Batch 00551.01.2017 Medicare Employee Portion	1,470.43
EFTPS	PR Batch 00551.01.2017 Medicare Employer Portion	1,470.43
EFTPS	PR Batch 00552.01.2017 Federal Income Tax	4,780.23
EFTPS	PR Batch 00552.01.2017 FICA Employee Portion	1,856.07
EFTPS	PR Batch 00552.01.2017 FICA Employer Portion	1,856.07
EFTPS	PR Batch 00552.01.2017 Medicare Employee Portion	528.77
EFTPS	PR Batch 00552.01.2017 Medicare Employer Portion	528.77
ICMA Retirement Trust 457	PR Batch 00552.01.2017 ICMA	675.00
ICMA Retirement Trust 457	PR Batch 00552.01.2017 ICMA City Paid	550.01
ICMA Retirement Trust 457	PR Batch 00552.01.2017 ICMA City paid for Police	451.85
ICMA Retirement Trust 457	PR Batch 00551.01.2017 ICMA	1,605.00
Iowa Public Employees	PR Batch 00551.01.2017 IPERS	3,394.87
Iowa Public Employees	PR Batch 00551.01.2017 IPERS City Share	5,095.07
Iowa Public Employees	PR Batch 00552.01.2017 IPERS	1,488.43
Iowa Public Employees	PR Batch 00552.01.2017 IPERS City Share	2,233.86
ITT Hartford AMS RPVA	PR Batch 00552.01.2017 457 Hartford	125.00
ITT Hartford AMS RPVA	PR Batch 00551.01.2017 457 Hartford	350.00
Muni Fire/Police Retire	PR Batch 00551.01.2017 Muni Police/Fire Pension	3,265.15
Muni Fire/Police Retire	PR Batch 00551.01.2017 Muni Police/Fire Pension Ci	9,003.44
Muni Fire/Police Retire	PR Batch 00552.01.2017 Muni Police/Fire Pension	633.56
Muni Fire/Police Retire	PR Batch 00552.01.2017 Muni Police/Fire Pension Ci	1,746.99
Teamsters Local Union 554	PR Batch 00551.01.2017 Union Dues	184.50
Treasurer State Of Iowa	PR Batch 00551.01.2017 State Income Tax	4,235.26
Treasurer State Of Iowa	PR Batch 00552.01.2017 State Income Tax	1,884.09

UNAVAILABLE

Department Total = 73,783.13

Police Department

Alliant Energy	Gas Service Nov/Dec 2016	323.82
Alpha Wireless	Ear Piece (Bauer)	32.00
Alta Body Shop	December 2016 Towing Services	1,880.00
Arnold Motor Supply, LLP	Oil	71.76
Central Bank	Iowa Code Book	125.00

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Central Iowa Distributing, Inc	Cleaning Supplies	143.30
Control System Specialists, LLC	Replaced Actuator	214.43
Edwards Storm Lake	Additional Fee from Wrong Billing	63.00
Genesis Development	Janitorial Services- December 2016	600.00
Graham Tire	New Tires (4)	533.32
Graham Tire	New Tires (4)	600.20
Hy-Vee, Inc	Supplies	24.84
Iowa Office Supply Inc	Paper	238.00
Iowa Office Supply Inc	Office Supplies	113.07
Iowa Office Supply Inc	Labels	10.64
Jack's Uniforms & Equipment	Shirt- McDonald	99.89
Julius Dennis R.	December 2016 Laundry Services	57.36
MS Door Service Ltd	Pest Control Service	24.00
Neuroth Kevin	Garbage Service December 2016	24.50
O'Reilly Auto Parts	Light	5.68
Paxton's Jewelry	Plate Engraving	11.00
Prosser Mark	Airline Tickets for 2/2017 Conference	281.40
Rasmussen's	Batter Replacement	169.24
Rasmussen's	Regulator	232.88
Rohr Manufacturing Services, Ltd	Fire Extinguisher Svc	51.60
Sioux City Journal	2017 Subscription	337.32
Star Energy, LLC	Fuel December 2016	2,834.68
Storm Lake Ace Hardware Inc	Supplies	7.99
Taser Training Academy	2/3/2017 Taser Training- Younie	225.00
Thomas Manufacturing Co Inc RJ	Decals for Totaled PD Car	411.39
Vast Broadband	Phone Service January 2017	302.04
Verizon Wireless Inc	Phone Service- December 2016	765.80
Wal Mart #01-1526	Snow Brushes	13.14
Wal Mart #01-1526	Supplies	3.24
Wal Mart #01-1526	Supplies	39.94
Wal Mart #01-1526	Supplies	39.94
Wal Mart #01-1526	Supplies	10.61
Wal Mart #01-1526	Supplies	52.74
Wede's Lock Service Joe	Service Call- Office South Door	45.00

Police Department

Department Total = 11,019.76

Fire Department

Alliant Energy	Gas Service Nov/Dec 2016	291.63
Arnold Motor Supply, LLP	Break Clean & Supplies	42.29
Arnold Motor Supply, LLP	Supplies	41.88
Arnold Motor Supply, LLP	Supplies	54.87
Arnold Motor Supply, LLP	Battery Returned	-223.59
Bomgaars Supply, Inc	Trigger Gun	38.99
Cintas First Aid & Safety	First Aid Supplies	43.78
Feld Equipment Company, Inc Ed M	Strainer Adapter	100.00
Feld Equipment Company, Inc Ed M	Boots- Peck	157.50
Iowa Office Supply Inc	Office Supplies	91.35
Midwest Breathing Air LLP	Quarterly Air Quality Test	152.40
MS Door Service Ltd	Pest Control Service	18.00
Neuroth Kevin	Garbage Service December 2016	54.25
Star Energy, LLC	Fuel December 2016	100.98
Storm Lake Mercy Medical Clinic	Physical- Alvarez	444.00
Vast Broadband	Phone Service January 2017	48.57
Verizon Wireless Inc	Phone Service- December 2016	164.10

Fire Department

Department Total = 1,621.00

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Building Official

Bomgaars Supply, Inc	Hat	9.99
City of Storm Lake	Serviced B-7	35.63
Emmons & Olivier Resources Inc	Ordinance Asst- November 2016	290.00
International Code Council	Flashcards	19.09
International Code Council	Iowa Fire Code with Combo Tabs	119.00
Iowa Assoc Housing Officials	2017 Membership	35.00
Peters Construction David	Close Three Windows @ 540 Hudson Street	400.00
Star Energy, LLC	Fuel December 2016	56.35
Vast Broadband	Phone Service January 2017	72.85
Verizon Wireless Inc	Phone Service- December 2016	109.40

Building Official

Department Total = 1,147.31

Animal Care

Johnson Dianne	Bd & Disp of Cats & Dogs	420.00
St Paul Stamp Works	Animal Licenses Books & Tags	208.83

Animal Care

Department Total = 628.83

Roadway Maintenance

Alliant Energy	Gas Service Nov/Dec 2016	327.63
APWA Iowa Chapter	2017 North American Snow Conference- Etnyre	250.00
Arnold Motor Supply, LLP	Mirror Head #8	24.99
Arnold Motor Supply, LLP	Trailer Connector	10.49
Bomgaars Supply, Inc	Supplies	12.99
Central Iowa Distributing, Inc	Cleaning Supplies	85.00
CNH Industrial America LLC	Filters, Chains, & Supplies	214.66
Crescent Electric Supply Co	Cooper Light	406.53
Fastenal Company	Shop Supplies	64.87
Fastenal Company	Saw Blades	26.46
Fastenal Company	Saw Blades	18.91
Iowa Office Supply Inc	Office Supplies	155.07
Iowa Office Supply Inc	Paper	29.75
Iowa Prison Industries	Speed Limit Signs	932.80
Neuroth Kevin	Garbage Service December 2016	127.00
ProBuild	Salt Shed Repairs	214.13
ProBuild	Spout Returned	-9.99
Star Energy, LLC	Fuel December 2016	2,863.40
Storm Lake Hydraulics Co Inc	Boom Truck Repairs	757.93
Vast Broadband	Phone Service January 2017	57.74
Verizon Wireless Inc	Phone Service- December 2016	109.40
Wal Mart #01-1526	Supplies	39.60

Roadway Maintenance

Department Total = 6,719.36

Snow Removal

Arnold Motor Supply, LLP	Lights	37.86
Bomgaars Supply, Inc	LED Light	34.99
City of Storm Lake	Converted 12' Plow to Dozer #65	1,700.06
City of Storm Lake	Snowplow Light Replacement #60s	125.99
Fastenal Company	Supplies	7.74
North Lake Truck Repair	Low Coolant Sensor	251.95
Sta-Mel Enterprises, Inc	Deicing Salt	1,738.98
Sta-Mel Enterprises, Inc	Deicing Salt	1,695.75

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Snow Removal

Department Total = 5,593.32

Airport

Bart's Flying Service	Decmeber 2016 Airport Contract	5,063.04
Iowa Dept of Natural Resources	Underground Storage Tank Tags 2017	130.00
MS Door Service Ltd	Pest Control Service	45.00

Airport

Department Total = 5,238.04

Library

Alliant Energy	Gas Service Nov/Dec 2016	608.76
Genesis Development	Janitorial Services- December 2016	600.00
Neuroth Kevin	Garbage Service December 2016	38.25
Vast Broadband	Phone Service January 2017	117.07

Library

Department Total = 1,364.08

Parks Department

Alliant Energy	Gas Service Nov/Dec 2016	145.89
Arnold Motor Supply, LLP	Lights	10.59
Arnold Motor Supply, LLP	Workhorse Maintenance Supplies	91.75
Arnold Motor Supply, LLP	Toolcat Supplies	9.29
Arnold Motor Supply, LLP	Plow Truck Supplies #30	5.49
Arnold Motor Supply, LLP	Door Handle	15.55
Arnold Motor Supply, LLP	Filter	79.44
Arnold Motor Supply, LLP	Filters for all Mowers	173.39
Arnold Motor Supply, LLP	Sealant	8.16
Arnold Motor Supply, LLP	Glass Repair- Toolcat	10.20
Arnold Motor Supply, LLP	Sealant- Toolcat	8.16
Arnold Motor Supply, LLP	Cap	7.99
Arnold Motor Supply, LLP	Gauge	24.99
Arnold Motor Supply, LLP	Lead Charger	4.59
Arnold Motor Supply, LLP	Supplies for Restrooms	20.94
Bomgaars Supply, Inc	Air Hose & Wrench Kit	154.98
Bomgaars Supply, Inc	Fuel Transfer Hose	59.98
Bomgaars Supply, Inc	Reflective Rods	36.27
Bomgaars Supply, Inc	Batteries	29.98
Bomgaars Supply, Inc	Shop Supplies	74.43
Bomgaars Supply, Inc	Adapter & Tip for Snow Plow Truck & Toolcat	44.94
Central Bank	Airport New Holland Supplies	1,292.40
Crescent Electric Supply Co	Supplies	33.55
Crescent Electric Supply Co	Supplies	50.31
Emmons & Olivier Resources Inc	Raingarden Management Services through 11/30/2016	279.00
Neuroth Kevin	Garbage Service December 2016	146.00
Rehab Systems Inc.	Storm Sewer Telvising- Circle Park Sewer Line	2,800.00
Reinert Michael P	Fabricating Material	529.65
Star Energy, LLC	Fuel December 2016	632.64
Storm City Auto Parts	Mirror for #30	40.80
Storm Lake Ace Hardware Inc	Hooks	16.97
Storm Lake Hydraulics Co Inc	Jacobsen Mower Hyd Hose & Ends	429.27
Vast Broadband	Phone Service January 2017	36.56
Verizon Wireless Inc	Phone Service- December 2016	164.10

Parks Department

Department Total = 7,468.25

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Golf Course

Bomgaars Supply, Inc	Garage Heater	249.99
Star Energy, LLC	Fuel December 2016	30.23
Storm Lake Ace Hardware Inc	Key	15.90

Golf Course	Department Total =	296.12
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Campgrounds

Crescent Electric Supply Co	Batteries Returned	-24.92
Ferguson Enterprises Inc	Bracket	35.96
Genesis Development	Janitorial Services- December 2016	47.50
I&S Group, Inc.	Storm Sewer Improvement Plans	61.50
Iowa Office Supply Inc	Paper	59.50
Neuroth Kevin	Garbage Service December 2016	520.00
Storm Lake Ace Hardware Inc	Fuses	11.48
Storm Lake Ace Hardware Inc	Fuses	36.95
Vast Broadband	Phone Service January 2017	102.00

Campgrounds	Department Total =	849.97
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Community Ed

Community Education Dept	2nd Quarter FY2017	20,243.59
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Community Ed	Department Total =	20,243.59
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Shelter House

Alliant Energy	Gas Service Nov/Dec 2016	172.90
Bomgaars Supply, Inc	Trash Cans	36.76
Bomgaars Supply, Inc	Fasteners	1.90
Grainger Inc W.W.	Motor Sun Capacitator	132.67
MS Door Service Ltd	Pest Control Service	18.00

Shelter House	Department Total =	362.23
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UNAVAILABLE

Bomgaars Supply, Inc	Pipe & Elbows	117.43
Bomgaars Supply, Inc	Handle	2.00
Neuroth Kevin	Garbage Service December 2016	93.00

UNAVAILABLE	Department Total =	212.43
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Economic Develop

Vast Broadband	Phone Service January 2017	24.28
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Economic Develop	Department Total =	24.28
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TIF

Ahlers & Cooney, P.C.	Legal Services- FB Development Agreement	180.00
Emmons & Olivier Resources Inc	Condo Site Driveway- Per Development Agreement	458.00

TIF	Department Total =	638.00
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UNAVAILABLE

Ahlers & Cooney, P.C.	Legal Services- Urban Renewal Plan	3,515.05
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UNAVAILABLE

Department Total =	3,515.05
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Housing Program

R Wise Construction Inc	711 Geisinger Road Pay Request #1	19,132.00
R Wise Construction Inc	711 Geisinger Road (Final)	8,883.00
Simmering-Cory Inc	Admin Services	5,470.00

Housing Program

Department Total =	33,485.00
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Legal Services

Ahlers & Cooney, P.C.	Legal Services- Kinseth	1,456.00
Ahlers & Cooney, P.C.	Legal Services- Labor Relations	183.00

Legal Services

Department Total =	1,639.00
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City Hall Building

Alliant Energy	Gas Service Nov/Dec 2016	323.15
Central Iowa Distributing, Inc	Cleaning Supplies	129.10
Genesis Development	Janitorial Services- December 2016	200.00
Julius Dennis R.	December 2016 Entrance Mat Services	58.80
MS Door Service Ltd	Pest Control Service	23.00
Neuroth Kevin	Garbage Service December 2016	28.50
Schumacher Elevator Company	Elevator Maintenance Service	195.53
Stanton Electric, Inc	Ballast Replacement	77.34
Stanton Electric, Inc	Restroom Heater Service Call	55.00
Vast Broadband	Phone Service January 2017	87.63
Verizon Wireless Inc	Phone Service- December 2016	54.15

City Hall Building

Department Total =	1,232.20
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Tort Liability

Stille Pierce & Pertzborn	New PD Vehicle	122.00
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Tort Liability

Department Total =	122.00
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Other Policy & Administration

Central Bank	Iowa Code Book	100.00
Central Bank	Meeting Expense	120.39
Central Bank	Meeting Expense	31.28
Color-ize Inc	Tidbits- January 2017	68.75
Genesis Development	Shredding Services	6.88
Iowa Office Supply Inc	Office Supplies	9.16
Iowa Office Supply Inc	Paper	126.44
King's Pointe Resort	12/7/2016 Legislative Luncheon	104.92
Qualified Presort Service, LLC	City Tidbits	204.53
Wal Mart #01-1526	Supplies	41.72

Other Policy & Administration

Department Total =	814.07
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Water Administration

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Genesis Development	Janitorial Services- December 2016	200.00
Iowa Office Supply Inc	Office Supplies	9.16
Iowa Office Supply Inc	Paper	126.44
Qualified Presort Service, LLC	ACH Statements	89.31
Qualified Presort Service, LLC	Final Bills	3.93
Qualified Presort Service, LLC	Past Due Notices	83.90
Qualified Presort Service, LLC	Monthly Statements	387.38
Vast Broadband	Phone Service January 2017	91.30
Verizon Wireless Inc	Phone Service- December 2016	54.17

Water Administration

Department Total = 1,045.59

Water Plant

Alliant Energy	Gas Service Nov/Dec 2016	1,223.13
American Water Works Assn	2017 Annual Membership Dues- Davis	360.00
Blue Tarp Financial	Sprayer	97.36
Bomgaars Supply, Inc	Salt & Supplies	74.90
Bomgaars Supply, Inc	Vac Supplies	65.49
Chemsearch	Shop Supplies	416.45
Crescent Electric Supply Co	Hypo Line Supplies	2.70
Crescent Electric Supply Co	Hypo Line Supplies	36.06
Crescent Electric Supply Co	Hypo Line Pipe Hanger	51.68
Fastenal Company	Gloves, Knives	78.98
Fastenal Company	Hypo Line Supplies	9.20
Foundation Analytical Laboratory Inc	Testing Services	69.00
Foundation Analytical Laboratory Inc	Testing Services	120.00
Foundation Analytical Laboratory Inc	Testing Services	240.00
Foundation Analytical Laboratory Inc	Testing Services	204.00
Hach Chemical Company	Testing Supplies	53.40
Iowa Office Supply Inc	Organizer & Planners	53.98
Iowa Office Supply Inc	Paper	29.75
Jensen Josh	Grade 2 Distribution Testing Fees	70.00
Kirkwood Community College	Continuing Education- Sutton	375.00
Lakeland Engineering Equip Co	High Service Pump 3	532.65
Mangold Environmental Testing	Bacteria Testing	40.00
Mike's Electronics Inc	Service Call- Lime Slaker	362.50
Mike's Electronics Inc	Service Call- Panel & UPS	243.75
Mike's Electronics Inc	Service Call- Polymer	70.00
Mike's Electronics Inc	Service Call- Lime Pumps	311.87
Mississippi Lime Company	Lime	4,599.90
Mississippi Lime Company	Lime	4,667.52
NCL of Wisconsin Inc	Testing Supplies	301.40
Neuroth Kevin	Garbage Service December 2016	82.75
Plumbing & Heating Wholesale, Inc	Hypo Line Supplies	17.36
Plumbing & Heating Wholesale, Inc	Hypo Line Supplies	192.12
Plumbing & Heating Wholesale, Inc	Hypo Line Supplies	32.01
Plumbing & Heating Wholesale, Inc	Hypo Line Supplies	25.81
PraxAir inc	Carbon Dioxide	882.43
Star Energy, LLC	Fuel December 2016	163.80
Storm Lake Ace Hardware Inc	Cleaner	17.98
Storm Lake Ace Hardware Inc	Supplies for Slaker 1	2.12
Storm Lake Ace Hardware Inc	Keys & Ear Muffs	41.51
Storm Lake Ace Hardware Inc	Deicers (12)	59.88
Storm Lake Ace Hardware Inc	Keys, Tool Box, & Tool Set	177.12
Storm Lake Ace Hardware Inc	Sand for Trucks	28.74
United States Plastic Corp	Ball Valve for Hypo Test	196.02
Vast Broadband	Phone Service January 2017	168.07

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Verizon Wireless Inc	Phone Service- December 2016	218.80
Wal Mart #01-1526	Keyboards (3) & Supplies	119.58

Water Plant	Department Total =	17,186.77
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Water Distribution

Alliant Energy	Gas Service Nov/Dec 2016	704.04
Arnold Motor Supply, LLP	Oil Filters	16.35
Bomgaars Supply, Inc	Sealant & Work Light	96.46
Bomgaars Supply, Inc	Vac Supplies	18.96
Corridor Radiology LLC	Physical- Steffen	88.00
Graham Tire	New Tires (4)	731.64
North Lake Truck Repair	LED Light	788.84
Stanley Mark	Services	158.00
Star Energy, LLC	Fuel December 2016	337.50
Vast Broadband	Phone Service January 2017	81.08
Verizon Wireless Inc	Phone Service- December 2016	164.10

Water Distribution	Department Total =	3,184.97
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Water Meters

O'Reilly Auto Parts	Fuse	5.59
Star Energy, LLC	Fuel December 2016	125.52
Verizon Wireless Inc	Phone Service- December 2016	54.70

Water Meters	Department Total =	185.81
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Wastewater Administration

Genesis Development	Janitorial Services- December 2016	200.00
Iowa Office Supply Inc	Office Supplies	9.16
Iowa Office Supply Inc	Paper	126.44
Qualified Presort Service, LLC	ACH Statements	89.31
Qualified Presort Service, LLC	Monthly Statements	387.38
Qualified Presort Service, LLC	Final Bills	3.93
Qualified Presort Service, LLC	Past Due Notices	83.90
Vast Broadband	Phone Service January 2017	85.04
Verizon Wireless Inc	Phone Service- December 2016	55.78

Wastewater Administration	Department Total =	1,040.94
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Wastewater Treatment Plant

Alliant Energy	Gas Service Nov/Dec 2016	998.43
Arnold Motor Supply, LLP	Pin & Fuel Hose	4.07
Arnold Motor Supply, LLP	Headlight #59	58.58
Arnold Motor Supply, LLP	Memorial LS Supplies	39.46
Bomgaars Supply, Inc	Gloves	18.99
Bomgaars Supply, Inc	College & 3rd St LS Supplies	40.33
Bomgaars Supply, Inc	Gloves	71.85
Bomgaars Supply, Inc	PickStik	19.99
Bomgaars Supply, Inc	Supplies	51.56
Bomgaars Supply, Inc	Shovels	124.93
Bomgaars Supply, Inc	Ice Melt	54.95
Bomgaars Supply, Inc	Batteries & Light	176.96
Bomgaars Supply, Inc	Supplies for Portable Generator	65.84
Foundation Analytical Laboratory Inc	Testing Services	344.00

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

Checks for Approval Report

From: 01/04/17 To 01/16/17
User: tyler.gibbins

Foundation Analytical Laboratory Inc	Testing Services	990.00
Grainger Inc W.W.	Seat Belt Cover	24.84
Grainger Inc W.W.	Fan for LS	481.25
Iowa Office Supply Inc	Paper	29.75
Larson Oil & Distributing Co, Inc	Diesel Fuel for Generators	3,307.30
Larson Oil & Distributing Co, Inc	Diesel Fuel for Generators	182.04
Larson Oil & Distributing Co, Inc	Shop Fuel	525.00
Lou's Gloves, Inc	Gloves	147.00
Lou's Gloves, Inc	Gloves	214.00
Mike's Electronics Inc	Service Call- East Clarifier Motor	40.00
Mike's Electronics Inc	Service Call- Sludge Pump Pit	81.25
Mike's Electronics Inc	Service Call- Old Inlet LS	40.00
Mike's Electronics Inc	Service Call- Headworks Bldg	221.25
NCL of Wisconsin Inc	Testing Supplies	329.06
Neuroth Kevin	Garbage Service December 2016	67.00
North Lake Truck Repair	Lime Truck LED Lights	788.84
Occupational Medicine at Riverside UnityPoint Clinic	Pre-Employment Testing	37.00
OMG Midwest, Inc	Concrete for old Inlet LS	1,124.00
OmniSite	C-65 LS Wireless Service Agreement	276.00
Recycle Center Harold Rowley	Recycling	30.68
Recycle Center Harold Rowley	Recycling	21.84
Reinert Michael P	Field of Dreams LS Basket Fabricating	689.31
Stanton Electric, Inc	Gate Card Reader Repairs	752.24
Star Energy, LLC	Fuel December 2016	296.83
Storm Lake Ace Hardware Inc	Generator Trailer Hooks	121.72
Utility Equipment Co	Sewer Line to Casino LS	1,966.14
Verizon Wireless Inc	Phone Service- December 2016	273.50
Wal Mart #01-1526	Supplies	57.69

Wastewater Treatment Plant **Department Total =** 15,185.47

Wastewater Collection

Star Energy, LLC	Fuel December 2016	173.86
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Wastewater Collection **Department Total =** 173.86

Landfill

Iowa Office Supply Inc	Paper	126.43
Qualified Presort Service, LLC	Past Due Notices	83.90
Qualified Presort Service, LLC	ACH Statements	89.32
Qualified Presort Service, LLC	Monthly Statements	387.37
Qualified Presort Service, LLC	ACH Finals	2.21
Qualified Presort Service, LLC	Final Bills	3.93

Landfill **Department Total =** 693.16

Storm Water Administration

Genesis Development	Janitorial Services- December 2016	200.00
Qualified Presort Service, LLC	Final Bills	3.93
Qualified Presort Service, LLC	Monthly Statements	387.37
Qualified Presort Service, LLC	Past Due Notices	83.90
Qualified Presort Service, LLC	ACH Statements	89.32

Storm Water Administration **Department Total =** 764.52

Storm Water Collection

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

Checks for Approval Report

From: 01/04/17 To 01/16/17
User: tyler.gibbins

Certified Testing Services, Inc	SW Testing	48.00
Certified Testing Services, Inc	Testing Services	3,000.00
Emmons & Olivier Resources Inc	WWTP Facility Wetland Services through 11/30/2016	2,916.55
Emmons & Olivier Resources Inc	Professional Services through 11/30/2016	4,224.56
Emmons & Olivier Resources Inc	Professional Services through 11/30/2016	5,655.81
H & W Contracting LLC	Pay Estimate #13 of NCSW	90,108.13
Healy John J.	Pay Request #12 of Expansion Blvd (Final & Retainag	83,399.48
Rehab Systems Inc.	Storm Sewer Telvising- 10th & Ontario	8,412.80

Storm Water Collection	Department Total =	197,765.33
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Insurance

Auxiant - Claims Account	1/9/2017 Claims	7,634.73
Auxiant - Claims Account	1/3/2017 Claims	1,888.74
Auxiant - Fixed Account	January 2017 Insurance Premium	17,608.25
Auxiant - Flex Account	1/5/2017 Flex Claims	720.00
Auxiant - Flex Account	12/28/2016 Flex Claims	485.02

Insurance	Department Total =	28,336.74
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UNAVAILABLE

Graphic Edge Inc The	Stride & Ride Supplies	40.98
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UNAVAILABLE	Department Total =	40.98
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Vehicle Maintenance

Arnold Motor Supply, LLP	Svc Charge- Late Payment	55.49
Arnold Motor Supply, LLP	Supplies for #65	47.16
Arnold Motor Supply, LLP	Light #60	114.99
Arnold Motor Supply, LLP	Circuit Breakers	214.50
Arnold Motor Supply, LLP	Cable	13.98
Arnold Motor Supply, LLP	Blade #5	19.78
Arnold Motor Supply, LLP	Key Set	18.98
Arnold Motor Supply, LLP	Supplies	3.36
Arnold Motor Supply, LLP	Supplies	6.72
Arnold Motor Supply, LLP	Hyd Filters #113	50.54
Arnold Motor Supply, LLP	Supplies #22	3.36
Arnold Motor Supply, LLP	Supplies	38.82
Arnold Motor Supply, LLP	Brake Hose	52.30
Arnold Motor Supply, LLP	Supplies (72 Tune Up)	502.56
Arnold Motor Supply, LLP	Supplies	9.98
Arnold Motor Supply, LLP	Plug	7.99
Arnold Motor Supply, LLP	Break Clean	54.96
Arnold Motor Supply, LLP	Supplies	9.09
Arnold Motor Supply, LLP	Supplies	19.41
Arnold Motor Supply, LLP	Hyd Filter	17.79
Arnold Motor Supply, LLP	Supplies	20.98
Arnold Motor Supply, LLP	Clamp	3.57
Arnold Motor Supply, LLP	Elec Tape	8.40
Arnold Motor Supply, LLP	Fittings & Supplies	58.35
Arnold Motor Supply, LLP	Sander Switch Supplies	160.08
Arnold Motor Supply, LLP	Plug & Lights	45.54
Arnold Motor Supply, LLP	Lights & Filters	223.23
Arnold Motor Supply, LLP	Rosin Soldier	11.39
Arnold Motor Supply, LLP	Supplies	7.49

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

Checks for Approval Report

From: 01/04/17 To 01/16/17
User: tyler.gibbins

Arnold Motor Supply, LLP	Strobe Light & Plug	311.45
Arnold Motor Supply, LLP	Tractor Light	21.99
Arnold Motor Supply, LLP	Supplies	4.68
Arnold Motor Supply, LLP	Fuse for Grinder	145.79
Arnold Motor Supply, LLP	Supplies	27.96
Arnold Motor Supply, LLP	Washer Fluid	70.02
Arnold Motor Supply, LLP	Brakeline Tube	52.53
Arnold Motor Supply, LLP	Oil Filters & Supplies	192.85
Arnold Motor Supply, LLP	Light	173.22
Arnold Motor Supply, LLP	Liner	11.79
Arnold Motor Supply, LLP	Supplies #25	68.89
Arnold Motor Supply, LLP	Sealant #8	9.99
Arnold Motor Supply, LLP	Filters	452.80
Arnold Motor Supply, LLP	Light	9.69
Bomgaars Supply, Inc	Handles	23.98
Fastenal Company	Shop Supplies	168.98
Reinert Michael P	Snow Pusher Repairs	1,641.90

Vehicle Maintenance

Department Total = 5,189.30

Technology

Rebnord Technologies Inc	2 Factor Auth	375.00
Rebnord Technologies Inc	My AntiSpam	75.00
Rebnord Technologies Inc	IT Service Agreement	3,325.00
Rebnord Technologies Inc	IT Service Agreement- Fiber Network	200.00
Sidwell Company The	2017 Web Hosting Service	8,190.00
Vast Broadband	Internet Service January 2017	894.95

Technology

Department Total = 13,059.95

Grand Total = 461,870.41

King's Pointe Resort
Disbursements 12/28/2016 to 1/10/2017

Vendor Name	Description	Amount
ACCO (2)	supplies	2051.48
Ace Hardware	supplies	229.67
Alpha Wireless	services	2,514.00
Ameripride Services (2)	supplies	1,024.52
Mediacomm Communication Corp	utilities	459.90
Bomgaars Supply Inc	supplies	16.96
City of Storm Lake	utilities	4,385.65
Color-ize (2)	supplies	1,073.37
Crescent Electric Supply Co	supplies	83.40
Danels Filter Service	supplies	260.38
Elissa Doebel	reimbursement	81.50
Doors Inc- Des Moines	supplies	237.85
Ecolab Center- Chicago	supplies	2,297.70
Edward Don & Company (2)	services	1,090.11
First National Bank- Omaha CC (2)	payment	1,064.27
Graphic Edge Inc	uniforms	207.99
Hamco Walker Paper Co	Supplies	153.00
Hy-Vee Food Store (2)	food	325.74
Julius Cleaners (2)	services	166.50
Kineth Hotel Corporation (2)	payroll, work comp	78,181.86
Maintenance USA	services	285.85
Centerpoint Energy Services	services	6,584.52
Pasquales' Food Services Inc (2)	food	315.00
Pepsi-Cola Bottling Co.	beverages	802.11
Probuild Company LLC	services	41.70
Redbook Solutions	services	59.37
Revinant Inc	services	15.00
Star Promotions	services	436.23
Sysco Guest Supply LLC	services	1,316.10
Treasurer - State of Iowa	sales tax	12,300.00
United Parcel Service- Carl STM	services	185.02
US Foods (2)	food	12,697.33
Verizon Wireless- St Louis	utilities	34.69
Water Safety Products Inc	supplies	2,192.45
Doll Distributing	beverages	331.43
Helms/Briscoe Performance Group	services	9.40
Johnson Brothers/Iowa Wine & Bev	beverages	69.20

Total 133,581.25

Sunrise Pointe Golf Course
Disbursements 12/28/2016 to 1/10/2017

Julius Cleaners	services	4.80
Kineth Hotel Corporation	management fee	2,254.65
Totals		2,259.45

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
JANUARY 3, 2017 5:00 P.M.**

Present: Mayor Jon Kruse, Council Members Dan Anderson, Bruce Carlson, Bruce Engelmann, and Tyson Rice. Absent: Mike Porsch. Staff present: City Manager Jim Patrick, Asst. City Manager Keri Navratil, City Attorney Phil Havens, Assistant Police Chief Todd Erskine, Fire Chief Mike Jones, Building Official Scott Olesen, Public Works Director Jason Etnyre, Library Director Elizabeth Huff, Water Plant Superintendent Mike Davis, Wastewater Superintendent Mark Streed, and City Clerk Mayra Martinez.

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

Hear the Public –

Andriette Wickstrom, 909 W 5th Street, is glad the city is addressing the issue of garbage. She would like for the city to educate the citizens as to where to get the service for garbage collection, more enforcement on illegal dumping and if the city does mandate garbage collection that the rate be based on use, not a flat rate.

Norman Lund, 707 W 5th Street, expressed that he has had no issues in taking garbage to the landfill himself. He would like to know how it would cost him if the city does mandate the garbage collection.

Consent Agenda – Moved by Council Member Engelmann to approve the consent agenda which included the list of bills check #54228 through #54319 and minutes from the December 19, 2016 City Council meeting. Seconded by Council Member Carlson. Vote: All ayes with Council Member Porsch absent. Motion carried.

Pond Hockey Tournament – Moved by Council Member Anderson to approve the park application for Pond Hockey Tournament on January 27 through 29, 2017. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Porsch absent. Motion carried.

Closed Session – Moved by Council Member Carlson to go into closed session at 5:09 pm in Reference to Iowa Code Chapter 21.5(C) to discuss litigation matters. Seconded by Council Member Rice. Vote: All ayes with Council Member Porsch absent. Motion carried.

Attendance in closed session: Engelmann, Rice, Anderson, Carlson, Kruse, Patrick, Navratil, Martinez, and Havens.

Moved by Council Member Anderson to return to open session at 5:42 pm. Seconded by Council Member Rice. Vote: All ayes with Council Member Porsch absent. Motion carried

Moved by Council Member Rice to authorize the City Manager to sign and send notice of termination of the King's Pointe Contract dated July 1, 2009 to Kineth Corporation. Seconded by Council Member Carlson. Vote: All ayes with Council Member Porsch absent. Motion carried.

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

Jon F. Kruse, Mayor

ATTEST:

Mayra Martinez, City Clerk

**SPECIAL COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
JANUARY 9, 2017 5:00 P.M.**

Present: Mayor Jon Kruse, Council Members Dan Anderson, Bruce Engelmann, Mike Porsch and Tyson Rice. Absent: Bruce Carlson. Staff present: City Manager Jim Patrick, Asst. City Manager Keri Navratil, Public Safety Director Mark Prosser, Fire Chief Mike Jones, Building Official Scott Olesen, Public Works Director Jason Etnyre, Library Director Elizabeth Huff, Water Plant Superintendent Mike Davis, Wastewater Superintendent Mark Streed, Finance Director Brian Oakleaf, Staff Accountant Tyler Gibbins, and City Clerk Mayra Martinez.

Mayor Kruse called the meeting to order at 5:06pm.

Hear the Public – Peg Anderson, 110 W 9th Street, presented a letter to the council that she had previously emailed to Council Member Rice and published in the newspaper. The letter and her comments presented are opposing the mandatory garbage collection that the city is looking at implementing.

Council Member Anderson Arrived at 5:08pm.

Budget Study Session – Brian Oakleaf presented a power point to the Council FY 2018 budget revenue challenges.

Adjournment – Moved by Council Member Rice to adjourn the meeting at 6:32 pm. Seconded by Council Member Porsch. Vote: All ayes with Council Member Carlson absent. Motion carried.

Jon F. Kruse, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: JANUARY 11, 2017

REFERENCE: LIQUOR LICENSE RENEWAL
PLAZA MEXICO
1502 N LAKE AVE

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

	01-13-2015 to 01-11-2016	01-12-2016 to 01-09-17
INCIDENTS	none	none
ARRESTS	none	none

Recommendation: Approval of liquor license.



Iowa Department of Revenue
https://tax.iowa.gov

Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor

SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 1 / 17 / 2017 through June 30, 2017

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: Super Sun
Physical Location Address: 630 Genesco St City: Storm Lake ZIP: 50988
Mailing Address: _____ City: _____ State: _____ ZIP: _____
Business Phone Number: (507) 530 3505

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☒ Partnership ☐ Corporation ☐ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP: _____
Mailing Address: _____ City: _____ State: _____ ZIP: _____
Phone Number: (____) _____ Fax Number: (____) _____ Email: _____

Retail Information:

Types of Sales: Over-the-counter ☐ Vending machine ☐
Types of Products Sold: (Check all that apply)
Cigarettes ☐ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐ _____

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

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

Name (please print): Mya Moe Oo Name (please print): _____
Signature: [Signature] Signature: _____
Date: 1/13/17 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

GENERAL INSTRUCTIONS

FOR IOWA RETAIL CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT APPLICATION

- Fill in the month, day, and year that this application covers.
- All permits expire annually on June 30th.
- A new application must be submitted every year.
- All items must be completed.
- A permit will not be issued until the application is properly completed and approved.

BUSINESS INFORMATION

- Fill in the trade name/DBA of the business.
- Fill in the physical location address, city, and ZIP that matches the 911 address.
- Fill in the mailing address or PO Box, city, and ZIP.
- Fill in the 10-digit telephone number of the business.

LEGAL OWNERSHIP INFORMATION

- Check the legal ownership type of the business.
- Fill in the name(s) of the sole proprietor, partnership, the corporation, the LLC, or the LLP that is the legal owner of the business. This is not the store manager or the corporate president. Do not fill in the name of a person unless the type of ownership is sole proprietor.
- Fill in the 10-digit telephone number, fax number, and email address of the legal owner.

RETAIL INFORMATION

- Check the box for the type of sales at the business.
- Check the types of products sold at the business.
- Check the box that best describes the type of business establishment.
- Print the name of the sole proprietor, partner(s) or corporate official signing this application.
- Sign and date the application. The application must be signed by the owner, one of the partners, or one of the corporate officers listed above. A preparer's or store manager's signature is not acceptable.
- Return this application and fee to your local jurisdiction: city clerk (within city limits) or county auditor (outside of city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY

- Send completed/approved applications within 30 days of issuance to:

Email: iapledge@iowaabd.com

Fax: 515-281-7375

Visit the Iowa Department of Revenue at <https://tax.iowa.gov> to find information regarding minimum price, a list of approved brands, a list of licensed distributors, and answers to frequently asked questions.

All retailers need to sign up for the cigarette/tobacco elist (Listserv).

Staff Summary

1/17/2017
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:

SUBJECT: Buy Local Information

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

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

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

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

FISCAL IMPACT:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$461,870.41	\$156,013.95	\$76,038.17	48.74	\$3,517.57	2.26	\$76,458.21	49.00
King's Pointe	\$133,581.25	\$43,017.89	\$6,322.99	14.70			\$36,694.90	85.30
Golf Course	\$2,259.45	\$4.80	\$4.80	100.00				

RECOMMENDATION: Review Buy Local Information

Staff Summary

1/17/2017

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: James H. Patrick, City Manager

SUBJECT: Motion To Approve Cigarette Permit for Brewsters

BACKGROUND: Brewsters located at 225 E Railroad Street has applied to new Cigarette Permit effective January 17, 2017.

FISCAL IMPACT: The City has received \$37.50.

RECOMMENDATION: Approve the Cigarette Permit for Brewsters

ATTACHMENTS:

Description	Type
Application	Application



Iowa Department of Revenue
<https://tax.iowa.gov>

Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor

For period Jan 17, 20 17 through June 30, 20 17

PLEASE TYPE OR PRINT LEGIBLY

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

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

Business information:

Trade Name/DBA: Brewsters
Physical Location Address: 225 Railroad City: Storm Lake ZIP: 50586
Mailing Address: 225 Railroad City: Storm Lake State: IA ZIP: 50538
Business Phone Number: (712) 732-7346

Legal Owner Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐

Legal Owner: Brewster Bruce Carlson
(Name of sole proprietor, partnership, corporation, LLC, or LLP)

Mailing Address: 225 Railroad City: Storm Lake State: IA ZIP: 50586

Phone Number: (712) 732-7346 Fax Number: () Email: ckgronau@gmail.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Does the Establishment sell vapor products/alternative nicotine products only? Yes ☐ No ☒

Type of Establishment

Bar ☒ Convenience store/gas station ☐ Drug store ☐ Hotel/motel ☐ Liquor store ☐

Restaurant ☐ Tobacco store ☐ Alternative nicotine/vapor store ☐

Has vending machine that assembles cigarettes ☐ Other ☐

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

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

Name (please print) Bruce Carlson Name (please print) _____

Signature Bruce Carlson Signature _____

Date 1-12-17 Date _____

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Amount Paid: \$37.50

Date issued _____

Permit Number _____

New ☒

Renewal ☐

Please send completed/approved copy to:

Iowa Department of Commerce, Alcoholic Beverages Division

Name of Issuing City or County _____

INSTRUCTIONS FOR IOWA RETAIL CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT APPLICATION (PLEASE TYPE OR PRINT LEGIBLY)

- Fill in the month, day, and year that this application covers.
- All permits expire June 30th.
- A new application must be submitted every year. All items must be completed. A permit will not be issued until the application is properly completed.

BUSINESS INFORMATION

- Fill in the trade name the business is known by – DBA (doing business as).
- Fill in the physical location address, city, and ZIP where the business is located that is the 911 address.
- Fill in the mailing address, city, and ZIP or post office box.
- Fill in the 10-digit telephone number of the business.

LEGAL OWNER INFORMATION

- Check whether the legal ownership of the business is a sole proprietor, a partnership, a corporation, a limited liability corporation (LLC), or a limit liability partnership (LLP).
- Fill in the names of the sole proprietor, partnership, the corporation, the LLC, or the LLP that is the legal owner of the business. This is NOT the store manager or the corporate president.
- Fill in the 10-digit telephone and fax number and email address of the legal owner.

RETAIL INFORMATION

- Check the box for the type of sales at the business.
- Check yes or no if the business sells only vapor/alternative nicotine products.
- Check the box for the type of business establishment.
- Print the name of the sole proprietor, partner(s) or corporate official signing this application.
- Sign and date the application. The application must be signed by the owner, one of the partners, or one of the corporate officers listed above. A preparer's or state manager's signature is not acceptable.
- Return this application to your local jurisdiction: city clerk (within city limits) or county auditor (outside of city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY

- Send completed/approved applications to: Fax 515-281-7375
Email iapledge@iowaabd.com

Please visit the Iowa Department of Revenue website (<https://tax.iowa.gov>) to find information regarding minimum price and a list of approved brands.

All retailers need to sign up for the cigarette/tobacco elist (Listserv).

Staff Summary

1/17/2017

Agenda Item # 4.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: Resolution No. 65-R-2016-2017 Approving a Series of 2017 Community Events as Submitted by Storm Lake United

BACKGROUND: Attached is a written request from Kristi Davis with Storm Lake United seeking approval for a series of annual community events throughout 2017 (see attached). The requests as submitted are consistent with previous years.

I would note that in previous years these requests have been brought to the city council for approval one at a time. As they are established annual events and to enhance operational efficiency Storm Lake United (SLU) and Public Safety have condensed the annual event requests into one staff summary and resolution.

Permission being sought in this summary is for the following events.

Taste of Storm Lake

Farmer's Market

Lake Fest

Ridiculous Days

Wood, Wine & Blues

Miracle on Lake Avenue

Storm Lake United traditionally submits one insurance certificate to the city for all of these events which reflects the City of Storm Lake as additionally insured. In some cases additional insurance is acquired by co-sponsoring entities.

It should further be noted that it is understood that the Parks and Public Safety Departments have been requested to assist in total or in part in all of these events and will be a part of the planning process as necessary.

Specific requests are as follows:

Taste of Storm Lake

*Permission for the use of the Chautauqua Park Shelter House each Thursday from 6/1 until 9/14 from 4:00pm until 8:00pm

*Noise Variance for the Chautauqua Park Shelter House venue each Thursday from 4:00pm until 8:00pm for outdoor entertainment and announcements

Storm Lake Farmer's Market

*Permission for sales of farmer raised goods on the east side of Erie Street in the 600 block and the north side of East 5th Street in the 200 block on assigned dates.

*Permission for the sales to occur on Saturdays from 7:00am until 1:00pm and on Thursdays from 3:00pm until 6:30pm from 6/3 until 10/14

*Noise Variance for outdoor entertainment and/or announcements on the above listed dates and times

Lake Fest

*Permission for the use of Sunrise and Awaysis Parks on the following dates and times

Friday, 6-16-2017 12:00pm until 12:00am

Saturday, 6-17-2017 7:00am until 1:00am

Sunday, 6-18-2017 12:00am until 5:00pm

*Friday, 6-16-2017

*Noise Variance from 12:00pm until 12:00am

*Permission to use fencing to establish the controlled venue on the Great Lawn for Saturday's events

Saturday, 6-17-2017

*Closure of west Awaysis parking lot from 6:00am until 1:00am

*Noise Variance for outdoor entertainment from 12:00pm until 1:00am

*Permission to post directional signs to the event throughout the community

*Permission for food and promotional merchandise vending within the venue

*Permission for alcohol sales within the fenced venue at the Great Lawn under the Kings Pointe liquor license from 12:00pm until 12:00am

*Additional insurance will be acquired by one of the sponsoring entities for this event

*Permission to place port-a-pots in the fenced in concert venue

*Permission for additional events to take place within the Sunrise

Park venue area

Sunday, 6-18-2017

*Clean up

***Permission for the use of ATVs and golf carts in the two parks for staff throughout the three days of set up, the event and clean up.

Ridiculous Days

*Permission for sidewalk sales in the downtown, Central Business District from 7:00am on 7/20 through 5:00pm on 7/22

*Permission for food vendors on the downtown sidewalks on 7/21 from 8:00am until 8:00pm

*Noise Variance for the downtown venue on 7/21 from 3:00pm until 8:00pm

Wood, Wine & Blues

*Permission to use Sunset Park for the event venue on the following dates and times

Friday, 8/18 9:00am until 9:00pm

Saturday, 8/19 10:00am until 7:00pm

Sunday, 8/20 9:00am until 5:00pm

*Permission to use the Sunset Band Shell on Saturday, 8/19 from 10:00am until 5:00pm

*Noise Variance for the above listed dates and times for outdoor entertainment and announcements

*Permission for the chainsaw carving competitors to complete their carvings as scheduled by SLU within the requested dates and times listed above

*Permission for native wine and beer tasting from vendors within the venue on Saturday, 8/19 from 10:00am until 5:00pm

*Permission for crafts sales, merchandise sales and food vending in the venue throughout the weekend as scheduled in the above requested dates and times

*Permission for SLU to sell quick carve sculptures via silent auction in the venue on Saturday, 8/19

*Permission for the competitive carvers to sell their merchandise within the venue throughout the weekend as requested in the dates and times above

*Permission to access electricity in Sunset Park

Miracle on Lake Avenue

*Noise Variance in the downtown, Central Business District for outdoor entertainment on Thursday, 12/7 from 5:00pm until 9:00pm

*Parade Permit for a 6:00pm Holiday Parade with a route to approved by the police department

*Temporary closure of the 200 block of East 5th Street immediately following the parade for the lighting of the Christmas Tree

I have reviewed these requests and they appear to be consistent with previous years. Public Safety will continue to work with SLU in their preparations and planning.

FISCAL IMPACT:

All of the listed events are designed to bring visitors and shoppers to Storm Lake which should translate to a positive fiscal impact for local businesses.

The events involve in total and in part the Parks and Public Safety Departments with normal and overtime expenses for the most part coming from the department's operational budgets however in the case of Lake Fest the department's overtime costs are reimbursed.

RECOMMENDATION:

Pass Resolution No. 65-R-2016-2017 Contingent on All Necessary Insurance Certificates Being Filed With the City

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Letter and permits	Permit
<input type="checkbox"/>	Resolution No. 65-R-2016-2017	Resolution

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

Dear Chief Prosser,

For 2017, Storm Lake United would like to make requests for the following events:

Taste of Storm Lake
Farmers Market
LakeFest
Ridiculous Days
Wood, Wine and Blues
Miracle on Lake Avenue

Taste of Storm Lake is a weekly summer event that enables local non-profit organizations to serve a meal to the public and earn funds for their entity. For Taste of Storm Lake 2017, Storm Lake United would like to request the following:

- Permission to use the Chautauqua Park Shelter house each Thursday starting on June 1st and ending September 14th. The non-profit agency serving the meal each week will pay the damage deposit for the facility one to two weeks prior to their hosting date.
- A noise variance for all Taste of Storm Lake events at the Chautauqua Park Shelter House between the hours of 4:00 pm and 8:00 pm.

For the Storm Lake Farmers Market, Storm Lake United would like to request permission for the following:

- Authorization to have sales of farmer raised goods in the BV County Courthouse Square (Including the 600 block on the east side of Erie Street between BV County Courthouse and MetaBank and the first four parking spots on the North Side of East 5th Street immediate east of Erie Street)
- Permission for set up of Farmers Market stands starting on Saturday June 3rd and running through Saturday October 14th on both Thursday Nights from 3pm to 6:30 pm and on Saturday Mornings from 7am to 1pm.
- A noise variance on Thursday events and Saturday events for the duration.

LakeFest 2017 will be taking place during the weekend of June 16-June 18. Storm Lake United would like to request a permit for the following activities:

Friday June 16

- Use of AWAYSIS and Sunrise Park including the great Lawn to set up for the event from 8:00am to 12:00 Midnight.
- A noise variance between the hours of 12:00 Noon and 12:00 Midnight

Saturday June 17

- Closure of the Awaysis Park West Parking lot for Public Safety and the entertainer's vehicles between 6:00am to 1:00am. The East lot will remain open.
- Use of Awaysis Park including the Great Lawn from 7:00am to 1:00am for the concerts
- Use of the Parks Department for setup, clean up, and during the event
- Use of the Public Safety Department throughout the event (please note: there will be additional security staff and volunteers provided to assist the Police Department at the event).
- Request for a noise variance issued between the hours of 12:00pm and 1:00am for the concert
- Permission to post directional signs throughout town to navigate traffic to and from the concert area and to the allotted parking lots
- Permission to have vendors in Awaysis Park including the Great Lawn to sell food and promotional items
- Permission to sell alcohol during the event under King's Pointe's liquor license from 12:00pm-Midnight.

- Permission to use ATV's in Sunrise Park and Awaysis Park including the Great Lawn for logistics and clean up.
- Staff will be provided during the event at entrances to check ID's
- One entity involved will purchase an insurance policy listing the other entities, including the City of Storm Lake, as additional insured (Storm Lake United will hold the overall insurance policy, and King's Pointe Resort will issue the DRAM Insurance).
- Permission to place port-a-pots in the concert area venue
- Permission for events to take place in Sunrise Park from 12:00pm-11:00pm

Sunday June 18

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

Ridiculous Days will be taking place on Lake Avenue on July 20th through July 22nd. Storm Lake United would like to request the following for this event:

- Permission to hold sidewalk sales from Thursday July 21st at 7am through Saturday July 23rd at 5pm.
- Permission to allow food vendors on sidewalks on Thursday July 21st from 8am to 8 pm
- A Noise Variance beginning Thursday July 21st from 3pm to 8pm

On August 18-20, 2016, Storm Lake United is planning to host Wood, Wine & Blues. Wood, Wine & Blues is a community-wide event that will include a three-day chainsaw carving competition between five professional carvers, a wine and arts festival on Saturday, August 20th in the park with craft vendors selling their products and Iowa wineries and breweries providing free tastings for the public, and free daytime concerts from local artists. Storm Lake United would like to request permission for the following:

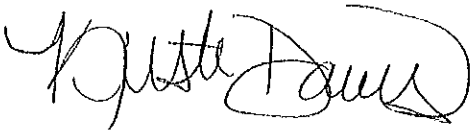
- To use Sunset Park between the hours of 9 a.m. to 9 p.m. on Friday, August 18th, from 10 a.m. to 7 p.m. on Saturday, August 19th and from 9 a.m. to 5 p.m. on Sunday, August 20th, 2017.
- To use the Sunset Park Bandshell from 10 a.m. – 5 p.m. on Saturday, August 20th.
- To have a noise variance in Sunset Park on Friday, August 19th from noon to 9 p.m., on Saturday, August 20th from 11 a.m. to 7 p.m. and on Sunday, August 21st from 10 a.m. until 5 p.m.
- To allow chainsaw carving competitors to complete tree sculpture carvings with the designated logs located in Sunset Park from 1:30 p.m. to 5:00 p.m. on Friday, August 18th, from 10 a.m. to 5 p.m. on Saturday, August 19th and from 12:30 p.m. until 3:30 p.m. on Sunday, August 20th.
- To allow craft vendors to display and sell their products in Sunset Park on Saturday August 29th from 10 a.m. to 5 p.m.
- To allow Storm Lake United to sell quick carve sculptures that the competing carvers will create in a 90 minute quick carve competition via silent auction on Saturday.
- To allow food vendors to sell their products on Friday, Saturday and Sunday in Sunset Park
- To allow the competing carvers to sell their work in Sunset Park.
- For appropriate support from parks and public safety.
- For access to electrical power in Sunset Park.

I have attached a tentative schedule of the event and the competition rules and regulations. The competing carvers will be responsible to supply their own safety equipment, including safety netting, fire extinguishers, eye protection, ear plugs, and chainsaw resistant pants or chaps. Each carver will be required to sign a waiver before they will be able to compete in the competition.

Finally, Miracle on Lake Avenue will take place on Thursday December 7th, 2017. Storm Lake united would like to make the request for the following activities on Lake Avenue between 5pm and 9pm:

- A noise variance for holiday music is needed for the parade and sidewalk activities on the 500 and 600 blocks of Lake Avenue from 5 to 9 p.m.
- The parade will start at 6 p.m. The staging area will be in the 500 and 600 blocks of Erie Street. The parade will go north on Erie Street turn west on East 7th Street and turn south down Lake Avenue, turn on East Railroad Street and turn north on Erie Street. The parade will follow Erie and conclude at the 200 block of East 7th Street.
- A street closure at the 200 block of East 5th Street beginning at 5 p.m. for the Tree Lighting ceremony that will take place immediately following the parade. Once the ceremony is over, the street will be reopened. A representative from Storm Lake United will be in attendance at the city council meeting to answer any questions that may arise. If the council has any questions prior to the meeting, feel free to contact me by email, kristi@stormlakeunited.com.

Thank you,

A handwritten signature in black ink, appearing to read "Kristi Davis". The signature is fluid and cursive, with the first name "Kristi" and last name "Davis" clearly distinguishable.

Kristi Davis
Marketing and Activities Director
Storm Lake United



**Public Safety
Police & Fire
PERMIT**

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

Event: 2017 Taste of Storm Lake

Issued To:

Name: Kristi Davis

Organization: Storm Lake United

Address: 119 West 6th Street, Storm Lake, Iowa 50588

Phone: 712-732-3780

Date(s) of Event: Thursdays / 6-1-2017 until 9-14-2017

Time(s) of Event: 4:00pm until 8:00pm

Expiration of Permit: 9-15-2017

Location / Area
of Use:

Chautauqua Park Shelter House

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by:

Mark A. Prosser

Date:

1-17-2017

Signature:

Please Print

Title:

Public Safety Director



**Public Safety
Police & Fire
PERMIT**

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

Event: 2017 Farmer's Market

Issued To:

Name: Kristi Davis

Organization: Storm Lake United

Address: 119 West 6th Street, Storm Lake, Iowa 50588

Phone: 712-732-3780

Date(s) of Event: Saturdays & Thursday, 6-3-2017 until 10-14-2017

Time(s) of Event: Saturdays, 7:00am until 1:00pm & Thursdays, 3:00pm until 6:30pm

Expiration of Permit: 10-15-2017

Location / Area
of Use:

Buena Vista Courthouse Parking on Erie & East 5th Streets

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by:

Mark A. Prosser

Date:

1-17-2017

Signature:

Please Print

Title:

Public Safety Director



**Public Safety
Police & Fire
PERMIT**

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

Event: 2017 Lake Fest

Issued To:

Name: Kristi Davis

Organization: Storm Lake United

Address: 119 West 6th Street, Storm Lake, Iowa 50588

Phone: 712-732-3780

Date(s) of Event: Friday, 6-16-2017 & Saturday, 6-17-2017

Time(s) of Event: Friday, 12:00pm until 12:00am & Saturday, 12:00pm until 1:00am

Expiration of Permit: 6-18-2017

Location / Area
of Use:

Sunrise & Awaysis Parks

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by:

Mark A. Prosser

Date:

1-17-2017

Signature:

Please Print

Title:

Public Safety Director



**Public Safety
Police & Fire
PERMIT**

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

Event: 2017 Ridiculous Days

Issued To:

Name: Kristi Davis

Organization: Storm Lake United

Address: 119 West 6th Street, Storm Lake, Iowa 50588

Phone: 712-732-3780

Date(s) of Event: Thursday, 7-21-2017

Time(s) of Event: 3:00pm until 8:00pm

Expiration of Permit: 7-22-2017

Location / Area
of Use:

Downtown, Central Business District

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by:

Mark A. Prosser

Date:

1-17-2017

Please Print

Signature:

Title:

Public Safety Director



**Public Safety
Police & Fire
PERMIT**

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

Event: 2017 Wood, Wine & Blues Festival

Issued To:

Name: Kristi Davis

Organization: Storm Lake United

Address: 119 West 6th Street, Storm Lake, Iowa 50588

Phone: 712-732-3780

Date(s) of Event: Friday, 8-19-2017 through Sunday, 8-21-2017

Time(s) of Event: 8/19 12P until 9P / 8/20 11A until 7P / 8/21 10A-5P

Expiration of Permit: 8-22-2017

Location / Area
of Use:

Sunset Park

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by:

Mark A. Prosser

Date:

1-17-2017

Signature:

Please Print

Title:

Public Safety Director



**Public Safety
Police & Fire
PERMIT**

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

Event: 2017 Miracle on Lake Avenue

Issued To:

Name: Kristi Davis

Organization: Storm Lake United

Address: 119 West 6th Street, Storm Lake, Iowa 50588

Phone: 712-732-3780

Date(s) of Event: Thursday, 12-7-2017

Time(s) of Event: 5:00pm until 9:00pm

Expiration of Permit: 12-8-2017

Location / Area
of Use:

Downtown, Central Business District

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by:

Mark A. Prosser

Date:

1-17-2017

Please Print

Signature:

Title:

Public Safety Director



**Public Safety
Police & Fire
PERMIT**

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

Event: 2017 Miracle on Lake Avenue

Issued To:

Name: Kristi Davis

Organization: Storm Lake United

Address: 119 West 6th Street, Storm Lake, Iowa 50588

Phone: 712-732-3780

Date(s) of Event: Thursday, 12-7-2017

Time(s) of Event: 6:00pm

Expiration of Permit: 12-8-2017

Location / Area
of Use:

Cayuga - Erie - East 7th - Lake - Railroad

Type of Permit

- ☐ Noise Variance (8-7-4)
- ☐ Ride/Run/Walk (9-13-4)
- ☒ Parade (9-13-4)
- ☐ Public Demonstration (8-7-4)
- ☐ Street Closing
- ☐ Fireworks (8-2-1(I2A))
- ☐ Authorized Burn (7-2-2-B)
- ☐ Other

Authorized by:

Mark A. Prosser

Date:

1-17-2017

Please Print

Signature:

Title:

Public Safety Director

RESOLUTION NO. 65-R-2016-2017

A RESOLUTION APPROVING STORM LAKE UNITED REQUESTS FOR A SERIES OF 2017 COMMUNITY EVENTS

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

To approve the following events:

Taste of Storm Lake

- Permission for the use of the Chautauqua Park Shelter House each Thursday from 6/1 until 9/14 from 4:00pm until 8:00pm
- Noise Variance for the Chautauqua Park Shelter House venue each Thursday from 4:00pm until 8:00pm for outdoor entertainment and announcements

Storm Lake Farmer's Market

- Permission for sales of farmer raised goods on the east side of Erie Street in the 600 block and the north side of East 5th Street in the 200 block on assigned dates.
- Permission for the sales to occur on Saturdays from 7:00am until 1:00pm and on Thursdays from 3:00pm until 6:30pm from 6/3 until 10/14
- Noise Variance for outdoor entertainment and/or announcements on the above listed dates and times

Lake Fest

- Permission for the use of Sunrise and Awaysis Parks on the following dates and times
 - Friday, 6-16-2017 12:00pm until 12:00am
 - Saturday, 6-17-2017 7:00am until 1:00am
 - Sunday, 6-18-2017 12:00am until 5:00pm
- Friday, 6-16-2017
Noise Variance from 12:00pm until 12:00am
- Permission to use fencing to establish the controlled venue on the Great Lawn for Saturday's events

Saturday, 6-17-2017

- Closure of west Awaysis parking lot from 6:00am until 1:00am
- Noise Variance for outdoor entertainment from 12:00pm until 1:00am
- Permission to post directional signs to the event throughout the community
- Permission for food and promotional merchandise vending within the venue
- Permission for alcohol sales within the fenced venue at the Great Lawn under the Kings Pointe liquor license from 12:00pm until 12:00am

- Additional insurance will be acquired by one of the sponsoring entities for this event
- Permission to place port-a-pots in the fenced in concert venue
- Permission for additional events to take place within the Sunrise Park venue area

Sunday, 6-18-2017

- Clean up

Permission for the use of ATVs and golf carts in the two parks for staff throughout the three days of set up, the event and clean up.

Ridiculous Days

- Permission for sidewalk sales in the downtown, Central Business District from 7:00am on 7/20 through 5:00pm on 7/22
- Permission for food vendors on the downtown sidewalks on 7/21 from 8:00am until 8:00pm
- Noise Variance for the downtown venue on 7/21 from 3:00pm until 8:00pm

Wood, Wine & Blues

- Permission to use Sunset Park for the event venue on the following dates and times
 - Friday, 8/18 9:00am until 9:00pm
 - Saturday, 8/19 10:00am until 7:00pm
 - Sunday, 8/20 9:00am until 5:00pm
- Permission to use the Sunset Band Shell on Saturday, 8/19 from 10:00am until 5:00pm
- Noise Variance for the above listed dates and times for outdoor entertainment and announcements
- Permission for the chainsaw carving competitors to complete their carvings as scheduled by SLU within the requested dates and times listed above
- Permission for native wine and beer tasting from vendors within the venue on Saturday, 8/19 from 10:00am until 5:00pm
- Permission for crafts sales, merchandise sales and food vending in the venue throughout the weekend as scheduled in the above requested dates and times
- Permission for SLU to sell quick carve sculptures via silent auction in the venue on Saturday, 8/19
- Permission for the competitive carvers to sell their merchandise within the venue throughout the weekend as requested in the dates and times above
- Permission to access electricity in Sunset Park

Miracle on Lake Avenue

- Noise Variance in the downtown, Central Business District for outdoor entertainment on Thursday, 12/7 from 5:00pm until 9:00pm
- Parade Permit for a 6:00pm Holiday Parade with a route to approved by the police department
- Temporary closure of the 200 block of East 5th Street immediately following the parade for the lighting of the Christmas Tree

PASSED AND APPROVED this 17th day of January, 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

1/17/2017

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: Scott Olesen, Building Official

SUBJECT: Setting A Public Hearing On A Proposed Text Amendment To The Storm Lake Zoning Ordinance

BACKGROUND:

The Storm Lake Planning and Zoning Commission is scheduled to hold a meeting on January 23, 2017, to review a proposal to amend the text of the Storm Lake Zoning Ordinance.

Subject to the Planning and Zoning Commission taking action on this request and providing the Storm Lake City Council with a recommendation, the Storm Lake City Council will need to hold a public hearing on the proposal at the February 6, 2017 Council meeting.

Text amendments to the Storm Lake City Zoning Ordinance require three readings to approve a change after the public hearing has been conducted.

FISCAL IMPACT: Cost of public notices and legal fees estimated at \$200.00.

RECOMMENDATION: Set the public hearing for the February 6, 2017 Storm Lake City Council meeting.

ATTACHMENTS:

Description	Type
☐ Notice of Public Hearing	Backup Material

NOTICE OF PUBLIC HEARING FOR PUBLICATION

CITY COUNCIL

CITY OF STORM LAKE



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

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

File Number: 2017-1

Date: January 24, 2017

A petition for changes in the text of the Storm Lake Zoning Ordinance for the GI, General Industrial Zoning District has been filed by City Staff.

The petition requests approval of an additional permitted use as of right in the GI, General Industrial Zoning District to allow for large scale automotive rental and sales. The proposed text changes to permit such additional use are as follows:

Page 3-9: Add a new subparagraph 6 under 307c as follows: “Automotive Rental and Sales-Large Scale: Establishments providing sale or rental of automobiles, motorcycles, motorhomes, recreational vehicles, or boats, including incidental storage, maintenance, and servicing, occupying facilities 30,000 square feet or larger in area, and within 1,000 feet of Iowa State Highway 71 right-of-way. Outdoor storage of vehicles to be repaired shall be completely screened so as not to be visible from a public right-of-way and shall not occur in front of the front building line of the main structure. Screening shall also be in accordance with Article 8 of this Ordinance.”

Page 4-9: In Table 4-2 under “Commercial Uses,” between “Auto Rental/ Sales” and “Auto Services” in the “Uses” column, add “Auto Rental and Sales-Large Scale,” and insert “P” in the “GI” column of that row and “605c” in the “Additional Regulations” column of that row.

A public hearing will be held by the **City Council** on **February 6, 2017, at 5:00 p.m.** in the City Hall Council Chambers at which time you may appear if you so desire, either in person or by agent or attorney, in opposition to or support of the proposed change in the text of the Zoning Ordinance.

Respectfully submitted,

Scott Olesen

Zoning Administrator

Staff Summary

1/17/2017

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: Mark Streed, Wastewater Plant Superintendent

SUBJECT: Motion To Approve A 3-Year Customer Support Agreement On Generators

BACKGROUND: The City has 14 generators that are installed at lift stations throughout the city. The generators are necessary to run the lift stations to prevent backups during power outages. Generator warranty could be voided if regular maintenance is not performed. The City currently has a contract for the water department. This contract would be for the wastewater and one public works building.

FISCAL IMPACT: Total cost of \$38,350.33 Annually for a three year period.

RECOMMENDATION: Council to approve customer service agreement

ATTACHMENTS:

Description	Type
3-Year Customer Support Agreement	Contract

CUSTOMER SUPPORT AGREEMENT

Date: 1/6/2017



Proposal No. SHJ0518

1500 ZIEGLER DRIVE NW
DES MOINES, IA 50009
515-957-3800 800-342-7002

To:
Mark Streed
City of Storm Lake Wastewater
P.O. Box 1086
Storm Lake, IA 50588

Re:
3-Year Customer Support Agreement (CSA) for
MODEL: See Last Page
SERIAL: See Last Page

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

This proposal is for a 3-Year Customer Support Agreement (CSA) on your facility's 14 emergency back-up power generators. This agreement covers preventative maintenance on your generator as described on subsequent pages of this proposal for the prescribed term as indicated below.

AGREEMENT START DATE: January 1, 2017
AGREEMENT END DATE: December 31, 2019

INVOICE FREQUENCY: Annually
INVOICE AMOUNT: \$38,350.33

IMPORTANT NOTES

- o CUSTOMER SUPPORT AGREEMENT PRICING WILL NOT INCREASE DURING THE TERM OF THIS AGREEMENT.
- o PRICE INCLUDES PARTS, LABOR, TRAVEL AND DISPOSAL OF ALL FLUIDS PER E.P.A. STANDARDS.
- o **TRAINED** AND **CERTIFIED** ENGINE/GENERATOR **TECHNICIANS** WILL PERFORM ALL SERVICES.

TERMS AND CONDITIONS

- o Agreement pricing is based upon a run time between 0 and 250 per year (standby applications).
- o Invoices will be sent the first day of each invoicing period (i.e. monthly or annually).
- o This is a preventative maintenance agreement and any repairs classified outside of standard preventative maintenance will result in additional costs to the customer.
- o Either party may cancel this agreement with a (60) sixty day written notice.
- o Early cancellation of this agreement can result in a cancellation fee. Actual fee will be calculated based upon any services that have been rendered to customer but not yet paid for.
- o This proposal is valid for (60) sixty days.
- o Prices assume all services to be performed during normal business hours (7:30am – 4:00pm, M-F) unless otherwise specified.
- o Pricing does not include local an/or state taxes. Taxes will be applied to your invoice where applicable.

ACCEPTED BY:

Please Sign Name: _____

Please Print Name: _____

Date: _____

Respectfully submitted,
ZIEGLER POWER SYSTEMS

By: _____

Shane Johnson, Customer Support Representative
Ziegler Power Systems

Date: 1/6/2017

Proposal No. SHJ0518

Watchguard Level 1 (64-Point Inspection)

Service performed in: **July 2017, 2018 and 2019**

Includes the inspection of the following systems:

- Cooling
- Lube Oil
- Air Intake
- Fuel
- Exhaust (inside building only)
- Starting
- Engine
- Generator
- Transfer Switch
- Coolant and Oil Analysis
- Provide written report

Watchguard Level 2 (67-Point Inspection w/ Oil and Filter Change)

Service performed in: **January 2017, 2018 and 2019**

Includes the following:

- Level 1 Inspection
- Change engine oil
- Change engine oil filter (s)
- Change fuel filter (s)
- Inspect air filter (s)
- Disposal of old fluids per EPA standards
- Provide written report

Watchguard Level 3 (Cooling System Service)

Service performed in: **July 2017**

Includes the following:

- Drain and refill cooling system, add coolant additives
- Replace cooling system hoses and engine thermostats
- Disposal of old fluids per EPA standards
- Provide written report

Watchguard Level 5 (Load Bank testing)

Service performed in: **July 2017**

Includes the following:

- Engine load bank test (2-hours)
- Provide written report

Watchguard Level 9 (Battery Replacement Program)

Service performed in: **July 2017**

Includes the following services

- Complete electrical system check
- Battery charger adjustment
- Test engine starter amperage
- Removal and disposal of old, lead acid, batteries per EPA standards
- Installation of new, low-antimony batteries specifically designed for standby applications
- Provide written report

Date: 1/6/2017

Proposal No. SHJ0518

Customer Requirements

It is the customer's responsibility to....

- Perform weekly and monthly inspections of the engine/generator.
- Maintain written or computerized records of the weekly and monthly inspections.
- Contact Ziegler Power Systems with any problems or concerns noted during the weekly and monthly inspections.

Ziegler Power Systems Exclusion of Responsibility:

Ziegler Inc. is not responsible for...

- Providing a portable generator during repairs
- Fuel consumed by generator set during operation
- Building wiring
- System modifications
- Acts of nature, terrorism or war
- Uses of generator beyond rated capacity
- Main fuel tank or piping problems
- Emissions permitting
- Regulation changes
- State and local taxes
- Customer abuse/neglect

	Make	Model	Serial #	Equipment #
1	Cummins	DQCB-1339509	J130582179	WWTP
2	Cummins	DSHAD-1404348	D140672664	WP Lift
3	Cummins	DGGD-5761253	D060913479	Golf Course
4	Cummins	DFEG-1404540	E140683039	Field of Dreams
5	Cummins	DSFAB-1404349	D140673404	Inlet
6	Cummins	DFEG-1404539	E140678741	Casino
7	Cummins	DFEG-1404540	E140683040	C65
8	Cummins	DSKCA-1404358	D140671921	Emerald Park
9	Cat	3406	75Z01566	Scout Park
10	Cummins	DQCB-1339508	J130581499	Memorial
11	Onan	100DGDB	B920450465	Portable #128
12	Onan	20DGAB	B920446365	Portable #129
13	Onan	Portable	NA	Portable #130
14	Onan	Portable	NA	Portable 50kw
15	Onan	20DGAB	B920446366	City Shop

Staff Summary

1/17/2017

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: Jason Etnyre, Public Works Director

SUBJECT: Resolution No. 66-R-2016-2017 Approving Change Order #3 to the Expansion Boulevard Storm Water Project

BACKGROUND: On February 16, 2015, the City of Storm Lake entered into contract with Healy Excavating to construct the Expansion Boulevard Project. Change Order #3 covers a deduction of cost in the amount of \$1,102.50 for a change in type of Seed. Change Order #3 also includes a reimbursement of additional flagging costs for the CN Railroad in the amount of \$10,075.

FISCAL IMPACT: Original contract price for this contract is \$1,334,924.60.
Change Order Number 1 was an increase of \$27,350.
Change Order Number 2 was a change in working days with no financial change
Change Order Number 3 is an increase of \$8,972.50
Change Order Number 4 is a decrease of \$82,782.45
Total of all Change Orders: -\$46,459.95
New Contract Price: \$1,288,464.65
In overall this project came in 3.5% below original contract price.

RECOMMENDATION: Adopt Resolution No. 66-R-2016-2017 Approving Change Order #3 to the Expansion Boulevard Storm Water Project.

ATTACHMENTS:

Description	Type
☐ Resolution No. 66-R-2016-2017	Resolution
☐ Change Order #3	Change Order

RESOLUTION NO. 66-R-2016-2017

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

To approve Change Order No. 3 to the contract with Healy Excavating for the Expansion Boulevard Storm Water Improvements Project, an increase of \$8,972.50 to the contract. Change order is for a change of Type 3 to Type 2 seed and reimbursement of additional CN Railroad flagging costs.

Total cost of Change Order #3 is an increase of \$8,972.50 to the contract. Total contract cost after change order #3 is \$1,371,247.10

PASSED AND APPROVED this 17th day of January, 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

CHANGE ORDER

NO. 3Date of Issuance: January 9, 2017Effective Date: January 9, 2017

Project: Expansion Boulevard Storm Water Improvements	Owner: City of Storm Lake	Owner's Contract No.: N/A
Contract: Expansion Boulevard Storm Water Project	Date of Contract: February 16, 2015	
Contractor: John J. Healy DBA Healy Excavating	Engineer's Project No.: 01112-0006	

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

Description: Deduct in Cost for Change from Type 3 to Type 2 Seed for Bid Item No. 74 as included on Payment Application No. 6: (\$1102.50)

Reimbursement of additional CN Railroad Flagging Costs: \$10,075.00

Attachments (list documents supporting change):**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 1,334,924.60

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. 1:

\$ 27,350.00

Contract Price prior to this Change Order:

\$ 1,362,274.60**[Increase]** [Decrease] of this Change Order:\$ 8,972.50

Contract Price incorporating this Change Order:

\$ 1,371,247.10**CHANGE IN CONTRACT TIMES:**Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

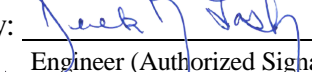
Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:By: 
Engineer (Authorized Signature)Date: January 9, 2017**ACCEPTED:**By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:By: _____
Contractor (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Staff Summary

1/17/2017

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: Jason Etnyre, Public Works Director

SUBJECT: Resolution No. 67-R-2016-2017 Approving Change Order #4
Expansion Boulevard Storm Water Project

BACKGROUND: On February 16, 2015, the City of Storm Lake entered into contract with Healy Excavating to construct the Expansion Boulevard Project. Change Order #4 is a rectification of quantities to zero out the project. This Change Order is a decrease of \$82,782.45.

FISCAL IMPACT: Original contract price for this contract is \$1,334,924.60.
Change Order Number 1 was an increase of \$27,350.
Change Order Number 2 was a change in working days with no financial change
Change Order Number 3 is an increase of \$8,972.50
Change Order Number 4 is a decrease of \$82,782.45
Total of all Change Orders: -\$46,459.95
New Contract Price: \$1,288,464.65
In overall this project came in 3.5% below original contract price.

RECOMMENDATION: Adopt Resolution No. 67-R-2016-2017 Approving Change Order #4 to the Expansion Boulevard Storm Water Project.

ATTACHMENTS:

Description	Type
□ Resolution No. 67-R-2016-2017	Resolution
□ Change Order #4	Change Order

RESOLUTION NO. 67-R-2016-2017

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

To approve Change Order No. 4 to the contract with Healy Excavating for the Expansion Boulevard Storm Water Improvements Project, a decrease of \$82,782.45 to the contract. Change order is deletion of work items to balance contract value to zero that were not needed..

Total cost of Change Order #4 is a decrease of \$82,782.45 to the contract. Total contract cost after change order #4 is \$1,288,464.65

PASSED AND APPROVED this 17th day of January, 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

CHANGE ORDER

NO. 4Date of Issuance: January 9, 2017Effective Date: January 9, 2017

Project: Expansion Boulevard Storm Water Improvements	Owner: City of Storm Lake	Owner's Contract No.: N/A
Contract: Expansion Boulevard Storm Water Project	Date of Contract: February 16, 2015	
Contractor: John J. Healy DBA Healy Excavating	Engineer's Project No.: 01112-0006	

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

Description: Deletion of work items to balance contract value to zero that were not needed: (\$82,782.45)

Attachments (list documents supporting change):**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 1,334,924.60

[Increase] [Decrease] from previously approved
Change Orders No. 1 to No. 3:

\$ 8,972.50

Contract Price prior to this Change Order:

\$ 1,371,247.10[Increase] [Decrease] of this Change Order:\$ 82,782.45

Contract Price incorporating this Change Order:

\$ 1,288,464.65**CHANGE IN CONTRACT TIMES:**Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:By: 

Engineer (Authorized Signature)

Date: January 9, 2017**ACCEPTED:**

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Staff Summary

1/17/2017
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: Keri Navratil, Assistant City Manager

SUBJECT: Resolution No. 68-R-2016-2017 Setting Dates Of A Consultation And A Public Hearing On A Proposed Amendment No. 6 To The Storm Lake Industrial Park Urban Renewal Plan In The City Of Storm Lake, State Of Iowa.

BACKGROUND: The Storm Lake Industrial Park Urban Renewal Plan for the Industrial Park Urban Renewal Area was originally adopted in 1991 and amended in 2004, 2010, 2013, 2014, 2015, and 2016.

The updates to the plan include:

1. Remodel of King's Pointe Resort; not to exceed \$4,500,000
2. Purchase of property from Lakeshore Drive to Memorial Park Road to Marshall Avenue; not to exceed \$500,000
3. Stormwater and flood mitigation projects on the property located from Lakeshore Drive to Memorial Park Road to Marshall Avenue. Property not used for flood and stormwater mitigation purposes would be revitalized into commercial property; not to exceed \$750,000
4. Outdoor waterpark concrete replacement; not to exceed \$800,000.

FISCAL IMPACT: The cost of publication

RECOMMENDATION: Adopt Resolution No. 68-R-2016-2017 to set the Consultation Hearing January 23, 2017 in Council Chambers
Public Hearing February 20, 2017 at 5:00 p.m. in Council Chambers

ATTACHMENTS:

Description	Type
Resolution No. 68-R-2016-2017	Resolution

RESOLUTION NO. 68-R-2016-2017

RESOLUTION SETTING DATES OF A CONSULTATION
AND A PUBLIC HEARING ON A PROPOSED AMENDMENT
NO. 6 TO THE STORM LAKE INDUSTRIAL PARK URBAN
RENEWAL PLAN IN THE CITY OF STORM LAKE, STATE
OF IOWA

WHEREAS, by Resolution No. 33-R-91-92, adopted September 16, 1991, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Storm Lake Industrial Park Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Storm Lake Industrial Park Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Buena Vista County; and

WHEREAS, by Resolution No. 25-R-2004-2005, adopted October 18, 2004, this City Council approved and adopted an Amendment No. 1 to the Plan; and

WHEREAS, by Resolution No. 07-R-2010-2011, adopted July 19, 2010, this City Council approved and adopted an Amendment No. 2 to the Plan; and

WHEREAS, by Resolution No. 36-R-2013-2014, adopted November 18, 2013, this City Council approved and adopted an Amendment No. 3 to the Plan; and

WHEREAS, by Resolution No. 29-R-2015-2016, adopted August 24, 2015, this City Council approved and adopted an Amendment No. 4 to the Plan; and

WHEREAS, by Resolution No. 33-R-2016-2017, adopted October 17, 2016, this City Council approved and adopted an Amendment No. 5 to the Plan; and

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

ORIGINAL AREA

A part of the South Half (S1/2) of Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, and a part of the Northeast Quarter (NE¹/₄) of Section (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter (SW¹/₄) Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.), thence 00°32' East along the West Line of said Southwest Quarter (SW¹/₄) a distance of One Thousand Two Hundred Seven and Seven Tenths Feet (1,207.70') to the Point of Beginning; thence North 90°00'

East a distance of Two Thousand Six Hundred Forty Two and Six Hundredths Feet (2,642.06') to the North-South Centerline of said Section One (1); thence South 00°34' East along the North-South Centerline of said Section One (1), a distance of Four Hundred Seven and Eighteen Hundredths Feet (407.18'); thence North 90°00' East a distance of Two Thousand Six Hundred Thirty Eight and Seventy Two Hundredths Feet (2,638.72') to the East Line of said Section One (1); thence South 00°31' East along the East Line of said Section (1) a distance of One Thousand Eighty Seven and Seven Tenths Feet (1,087.7') to the Southeast Corner of said Section One (1), said Point also being the Northeast Corner of Section Twelve (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.); thence South 00°20'20" East along the East Line of said Northeast Quarter (NE¼) Section Twelve (12) a distance of Two Hundred Sixty Six and Five Hundredths Feet (266.05') to the North Right of Way Line of the Illinois Central Railroad; thence North 77°07" West along the North Right of Way Line of said Railroad a distance of Five Thousand Four Hundred Twenty Seven and Seven Tenths Feet (5,427.7') to the West Line of the Southwest Quarter (SW¼) said Section One (1); thence North 00° 32' West along the West Line of said Section (1) a distance of Five Hundred Fifty and Seventy One Hundredths Feet (550.71') to the Point of Beginning.

The above parcel contains 115.46 acres in total

MCS Industrial Addition to Storm Lake, Iowa

AND

A PART OF THE SOUTH EAST QUARTER (SE¼) OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of the Southeast Quarter (SE¼) of said Section 2; thence South 89°45'20" West along the North line of said Southeast Quarter (SE¼), a distance of 2,131.17 feet to a point on the Easterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Southerly along the Easterly right of way line of said railroad on a curve whose short chord bearings are as follows: South 29°31'40" East, a distance of 57.05 feet; thence South 23°07'17" East, a distance of 601.83 feet; thence South 16°32'54" East, a distance of 56.08 feet; thence continuing along the Easterly line of said railroad right of way South 15°59'20" East, a distance of 675.12 feet to a point on the Northerly line of the Illinois Central Railroad right of way; thence South 89°44'44" East, along the Northerly line of said railroad, a distance of 824.23 feet; thence South 1°56'40" West, a distance of 238.22 feet; thence South 76°34'40" East, a distance of 872.88 feet to a point on the East line of said Southeast Quarter (SE¼); thence North along the East line of said Southeast Quarter (SE¼) a distance of 1,759.60 feet to the point of beginning containing 62.91 acres and subject to all easements of record.

The East line of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 2 is assumed to bear due North and South in the above description.

AMENDMENT NO. 1 AREA

All of the property within the corporate limits that is located South of Richland Avenue and East of Flint Drove. The area also includes the full right-of-way of all streets forming the boundary.

AMENDMENT NO. 2 AREA

A parcel in Buena Vista County, Iowa beginning at a point which is at the center of the intersection of the Canadian National Railroad right of way and Radio Road in Storm Lake, Iowa; thence South along the center line of Radio Road to the south right of way line of Highway 7; thence continuing South along the centerline of the County Road just West of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to a point that the center line intersects with the South line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence East along a South line of the Northwest Quarter (NW $\frac{1}{4}$), Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence North along the East line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the point where that East line intersects with the South line of Highway 7; thence East along the South line of Highway 7 to the point where it intersects with the center line of Gilbert Street extended South across Highway 7; thence North along the center line of Gilbert Street to the point where that line 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 of beginning.

AMENDMENT NO. 3 AREA

A tract of land located in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows:

Beginning at the Northwest (NW) Corner of Lot Seven (7), Block One (1), of Industrial Park Addition to Storm Lake; thence on a previously recorded bearing of North 90°00'00" East along the North line of said Lot Seven (7), 581.78 Feet to the West line of the East One Hundred Seventy-Five Feet (175') of said Lot Seven (7); thence North 00°10'50" West along the Northern extension of said West line of the East One Hundred Seventy-Five Feet (175'), 186.90 feet; thence

South 90°00'00" West, 583.58 Feet to the East line of Lot Six (6), of said Block One (1); thence South 00°43'45" East, along said East line, 186.90 Feet to the point of beginning.

Tract contains 2.50 acres and is subject to all easements of record.

and

A tract of land located in the Southeast Quarter (SE¼) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Northwest (NW) Corner of the Southeast Quarter (SE¼) of said Section 1; thence on a true bearing of South 00°21'07" East along the West line of said Southeast Quarter (SE¼), 930.76 Feet to the point of beginning; thence South 89°10'02" East 838.14 Feet; thence South 00°21'07" East, 645.29 Feet to the North line of the Industrial Park Addition to the City of Storm Lake; thence North 89°50'14" West, along said North line, 255.00 Feet; thence North 00°02'17" East, 186.90 Feet; thence North 89°47'21" West, 583.58 Feet to the East line of Lot Six (6), Block One (1) of said Industrial Park Addition; thence North 00°32'05" West, along said East line, 220.28 Feet to the Northeast (NE) Corner of said Lot Six (6); thence North 00°21'07" West, along the West line of the Southeast Quarter (SE¼), 247.44 Feet to the point of beginning. Hereafter referred to as Lot C of Lot B in Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 10.00 acres and is subject to all easements of record; and

AMENDMENT NO. 4 AREA

Adds no new land.

AMENDMENT NO. 5 AREA

Adds no new land.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 6 to the Plan ("Amendment No. 6" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm the list of proposed projects in the Urban Renewal Area; and

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

WHEREAS, this proposed Amendment No. 6 to the Urban Renewal Plan adds no new land; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on the 23rd day of January, 2017, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 2:00 P.M., and the Assistant City Manager, or her delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
THE CITY OF STORM LAKE, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED AMENDMENT NO. 6 TO THE STORM LAKE
INDUSTRIAL PARK URBAN RENEWAL PLAN FOR THE
CITY OF STORM LAKE, STATE OF IOWA

The City of Storm Lake, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 2:00 P.M. on January 23, 2017, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa concerning a proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Amendment. Note that the Amendment includes an analysis of alternative development options and funding for public building(s) and why such options are less feasible than the proposed urban renewal project(s).

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Assistant City Manager, or her delegate, as the designated representative of the City of Storm Lake, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

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

Dated this _____ day of _____, 2017.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

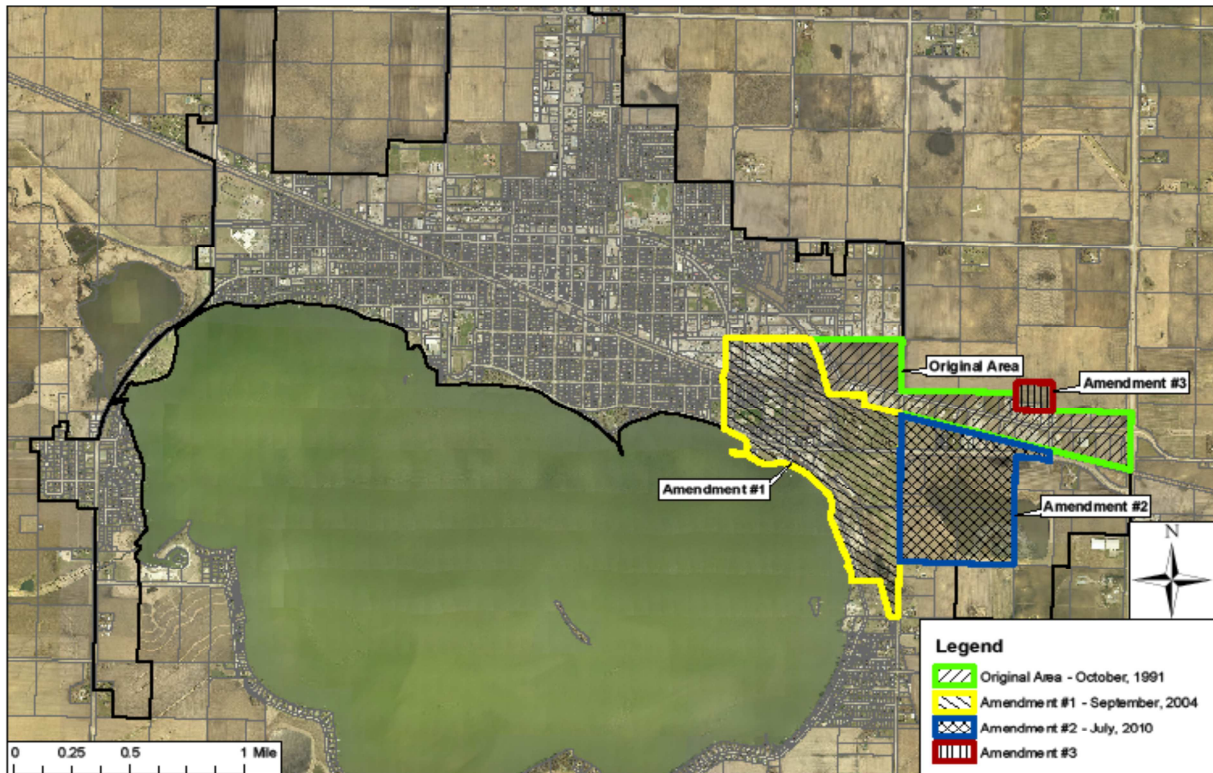
Section 3. That a public hearing shall be held on the proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan before the City Council at its meeting which commences at 5:00 P.M. on February 20, 2017, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa.

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

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 6 TO THE STORM
LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN FOR
AN URBAN RENEWAL AREA IN THE CITY OF STORM
LAKE, STATE OF IOWA

The City Council of the City of Storm Lake, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:00 P.M. on February 20, 2017 in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, to consider adoption of a proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Storm Lake, State of Iowa, generally depicted in the following map:



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

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

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the

Amendment. The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 6 would add and/or confirm the list of proposed projects in the Urban Renewal Area. The proposed Amendment adds no new land. Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

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

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

Dated this _____ day of _____, 2017.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 17th day of January, 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

EXHIBIT 1

STORM LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN

AMENDMENT #6

CITY OF STORM LAKE, IOWA

Original Area Adopted –1991

Amendment #1 – 2004

Amendment #2 – 2010

Amendment #3 – 2013

Amendment #4 – 2015

Amendment #5 – 2016

Amendment #6 - 2017

AMENDMENT #6
to
STORM LAKE INDUSTRIAL PARK
URBAN RENEWAL PLAN
CITY OF STORM LAKE, IOWA

The Storm Lake Industrial Park Urban Renewal Plan ("Plan") for the Storm Lake Industrial Park Urban Renewal Area ("Area" or "Urban Renewal Area"), adopted in 1991, and amended in 2004, 2010, 2013, 2015, and 2016 is being further amended to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area ("Amendment #6" or "Amendment"). No land is being added to the Urban Renewal Area by this Amendment.

Except as modified by this Amendment, the provisions of the original Storm Lake Industrial Park Urban Renewal Plan, as previously amended, 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.

AREA DESIGNATION

The Urban Renewal Area has been designated as a mixed area for the remediation of blight and promotion of economic development (commercial and industrial). The Urban Renewal Area continues to be appropriate for a mixed area for the remediation of blight and promotion of economic development (commercial and industrial).

PROJECT OBJECTIVES

No changes are made by this Amendment.

TYPES OF RENEWAL ACTIVITIES

No changes are made by this Amendment.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment #6)

1. Public Improvements:

Project	Estimated Date	Not to Exceed Cost	Rationale
<i>King's Pointe Resort.</i> Remodel and renovate King's Pointe Resort. The renovations include, but are not limited to, electrical upgrades, mechanical upgrades, information and technology upgrades, interior finishes, furniture, and lighting	2017-2022	\$4,500,000	This project promotes economic development. King's Pointe Resort is almost 10 years old and in need of remodeling and renovations. It is industry standard to remodel and

upgrades for the entire property.			renovate hotel rooms and public spaces every 7 years. Further, King's Pointe Resort is a leading recreational and tourism feature in the City and is used by members of the City, County and School communities as well as attracting tourists and business related travelers from outside of the community. King's Pointe Resort spurs tourism and commercial business activity in the community and is a key component to attracting employers, employees and economic development.
<i>Outdoor Waterpark.</i> Remove and replace outdoor waterpark concrete.	2017-2020	\$800,000	This project promotes economic development. The outdoor waterpark is a leading recreational and tourism feature in the City and is used by members of the City, County and School communities to enhance quality of life and promote livability that is essential to attracting employers, employees and economic development. Increased employment opportunities and enhanced livability are necessary factors in sustaining the population of the City. An attractive, vibrant and developing community, in turn, will benefit the School District and County. Improving the outdoor waterpark, therefore, enhances the community's attractiveness to employers

			and employees, and provides benefits to the citizenry of the City, County and School.
<i>Memorial Park Storm Water Improvements.</i> Construction of various storm water improvements including, but not limited to, detention pond, rain garden, and other storm water mitigation improvements.	2017-2021	\$750,000	This project remediates blighting influences and promotes economic development. The project is intended to reduce flooding occurrences along Highway 7 and protect neighboring retail establishments from flooding. The City expects that part of the site may be available for commercial space subsequent to the storm water improvements being complete.

2. Development Agreements:

- A. *Storm Lake Chamber and Area Development, Inc. (aka Storm Lake United):* The proposed project involves the acquisition of approximately six parcels of land within the urban renewal area by Storm Lake United. It is anticipated that Storm Lake United will transfer two of the six parcels to the City for use in the Memorial Park Storm Water Improvement project and Storm Lake United will market and sell the other four parcels for commercial and/or tourism related development. The acquisition is expected to occur in 2017-2018. The City expects to provide incentives to Storm Lake United in the form of a one-time grant not to exceed \$500,000 to assist with the acquisition. All incentives will be subject to the terms and conditions of a detailed development agreement between the City and Storm Lake United.

3. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Date	Estimated Cost
Fees & Costs	Undetermined	Not to Exceed \$50,000

DEBT

1.	Current constitutional debt limit:	\$23,140,673
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2.	Current outstanding general obligation debt:	\$18,379,000
3.	Proposed amount of loans, advances, indebtedness or bonds to be incurred. A specific amount of debt to be incurred for the Eligible Urban Renewal Project (Amendment #6) has not yet been determined. The projects authorized in this Amendment are only proposed projects at this time. The City Council will consider each project proposal on a case-by-case basis to determine if it is consistent with the Plan and in the public's best interest to participate in the project. These projects, if approved, will commence and be concluded over a number of years. In no event will debt be incurred that would exceed the City's debt capacity. 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 Eligible Urban Renewal Projects described above will be approximately as stated in the next column:	Up to \$6,600,000

PUBLIC BUILDING ANALYSIS

1. Outdoor Waterpark.

This project involves a public building. This project involves the removal and replacement of concrete at the outdoor waterpark. If this project is ultimately approved by the City, the City intends to finance a portion of the cost of the project through tax increment financing. For the costs of this project to be paid with tax increment funds, the City proposes to issue general obligation bonds and abate a part of the principal and interest payments utilizing available incremental tax revenues within the Area, if available. The City anticipates that tax increment revenues, if available, will fund up to 100% of the total project costs. Total project costs for removal and replacement of the concrete are estimated to be not in excess of \$800,000. Specifically, under these circumstances, Iowa law requires an analysis of alternative development options and funding for the project and reasons why such options would be less feasible than the use of incremental tax revenues for the projects.

The City has considered alternative funding sources, including the following:

- One alternative funding source for this project is the issuance of general obligation bonds that would be paid by the City's debt service levy (i.e. without using incremental tax revenues). This option would mean that only taxpayers of the City would be responsible for payment of the bonds/notes. However, the project benefits not only City residents, but also County and school district residents. In such case, the use of tax increment financing to pay a portion of the principal and interest payments from debt associated with the projects is the most appropriate funding mechanism.
- A second alternative is to consider Local Option Sales Tax (LOST) funding received by the City. LOST revenues are not available for this project, as the City has already obligated available LOST revenues to fund other projects and tax relief.
- A third alternative is grant funding. The City anticipates pursuing grants from local agencies, as well as from state and federal sources if they become available. However, funding from most grant programs is extremely competitive and, even if successful, generally only provides a small percentage of the total capital needed for a project.

Regional Impact of Outdoor Waterpark:

The Outdoor Waterpark provides recreational opportunities expected by employers and employees and will promote economic development. Use of the Outdoor Waterpark will be open to rural residents as well as residents of neighboring communities. The facility draws people from the rural areas, nearby communities and is expected to be an attraction as part of the overall tourism related activity in the community.

Economic Development Potential:

The availability of recreational activities is an important quality-of-life factor for existing residents and companies choosing to locate or expand their business. Facilities such as the Outdoor Waterpark are also important factors for employees when choosing a place to live. The City recognizes a need to attract and retain a workforce of adequate size in order for existing and potential employers to locate and expand within the City and the region.

By fostering a more attractive business climate in the City, the development potential of the area will be enhanced. An attractive, vibrant, and diverse community, in turn will benefit the Storm Lake Community School District, as well as Buena Vista County. The project will have a positive impact on the quality of life in the City of Storm Lake and the surrounding area, and in turn will help promote economic development and generate new employment opportunities.

Feasibility of Using Tax Increment:

Because the proposed Urban Renewal Project benefits County and school district residents, the use of tax increment to pay for a portion of the project is appropriate. The Outdoor Waterpark project demonstrates regional benefit to both the County and the school district. As a result, it is fair for the school district and the County to share in the cost of the project. For the aforementioned reasons, the use of tax increment revenue (debt abated by incremental tax revenues) for this project is the most feasible, fair, and equitable mechanism for helping to fund the proposed project.

2. King's Pointe Resort.

This project may involve a public building. This project involves the remodeling and renovation of King's Pointe Resort. If this project is ultimately approved by the City, the City intends to finance a portion of the cost of the project through tax increment financing. For the costs of this project to be paid with tax increment funds, the City proposes to issue general obligation bonds and abate a part of the principal and interest payments utilizing available incremental tax revenues within the Area, if available. The City anticipates that tax increment revenues, if available, will fund up to 100% of the total project costs. Total project costs for remodeling and renovation of King's Pointe Resort are estimated to be not in excess of \$4,500,000. Specifically, under these circumstances, Iowa law may require an analysis of alternative development options and funding for the project and reasons why such options would be less feasible than the use of incremental tax revenues for the projects.

The City has considered alternative funding sources, including the following:

- One alternative funding source for this project is the issuance of general obligation bonds that would be paid by the City's debt service levy (i.e. without using incremental tax revenues). This option would mean that only taxpayers of the City would be responsible for payment of the bonds/notes. However, the project benefits not only City residents, but also County and school district residents. In such case, the use of tax increment financing to pay a portion of the principal and interest payments from debt associated with the projects is the most appropriate funding mechanism.
- A second alternative is to consider Local Option Sales Tax (LOST) funding received by the City. LOST revenues are not available for this project, as the City has already obligated available LOST revenues to fund other projects and tax relief.
- A third alternative is grant funding. The City anticipates pursuing grants from local agencies, as well as from state and federal sources if they become available. However, funding from most grant programs is extremely competitive and, even if successful, generally only provides a small percentage of the total capital needed for a project.

Regional Impact of King's Pointe Resort:

King's Pointe Resort provides expanded recreational opportunities, as well as, space for local and regional events including receptions, reunions, and other get-togethers. Events at this facility are expected to draw people from the rural areas as well as other nearby communities. The availability of a renovated and updated facility would enhance and potentially expand current events and possibly encourage other events. Use of the facility is open to rural residents as well as residents of neighboring communities.

Economic Development Potential:

The availability of tourism and recreational activities is an important quality-of-life factor for existing residents and companies choosing to locate or expand their business. Facilities such as King's Pointe Resort are also important factors for employees when choosing a place to live. The City recognizes a need to attract and retain a workforce of adequate size in order for existing and potential employers to locate and expand within the City and the region.

By fostering a more attractive business climate in the City, the development potential of the area will be enhanced. An attractive, vibrant, and diverse community, in turn will benefit the Storm Lake Community School District, as well as Buena Vista County. The project will have a positive impact on the quality of life in the City of Storm Lake and the surrounding area, and in turn will help promote economic development and generate new employment opportunities.

Feasibility of Using Tax Increment:

Because the proposed Urban Renewal Project benefits County and school district residents, the use of tax increment to pay for a portion of the project is appropriate. The King's Pointe Resort project demonstrates regional benefit to both the County and the school district. As a result, it is fair for the school district and the County to share in the cost of the project. For the aforementioned reasons, the use of tax increment revenue (debt abated by incremental tax revenues) for this project is the most feasible, fair, and equitable mechanism for helping to fund the proposed project.

DEVELOPMENT PLAN

Storm Lake has a general plan for the physical development of the City as a whole, outlined in the Comprehensive Plan – Storm Lake 2030, adopted by the City in February, 2013. The goals and objectives identified in this Amendment #6, and the urban renewal projects described herein, are in conformity with the goals, objectives, and recommendations identified in Comprehensive Plan – Storm Lake 2030.

This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process. The City doesn't anticipate any change in zoning as a result of the proposed development.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PROPERTY ACQUISITION/DISPOSITION

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

URBAN RENEWAL PLAN AMENDMENTS

The 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 to modify goals or types of renewal activities. The City may amend this Plan in accordance with applicable state law.

EFFECTIVE DATE

This Amendment #6 will become effective upon its adoption by the City Council. No changes are expected in the effective period of this Urban Renewal Area.

REPEALER

Any parts of the 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 the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

Staff Summary

1/17/2017

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: Keri Navratil, Assistant City Manager

SUBJECT: Motion To Approve Agreement For Professional Services For 4th And Barton Storm Sewer Improvements

BACKGROUND: 4th and Barton Storm Sewer Improvements is one of eight projects funded by the Community Development Block Grant-National Disaster Resiliency Competition. This project is scheduled to begin construction Spring, 2020.

The contract with ISG includes all project initiation and project management, data collection, final design and plan specification preparation, preparing bid packages, and construction phase services.

FISCAL IMPACT: Preliminary Design will not exceed \$12,000
Final Design will not exceed \$43,000
Environmental Reports will not exceed \$8,500
Bid Administration will not exceed \$4,000
Construction Administration will not exceed \$17,500
Construction Staking will not exceed \$8,500
Resident Observation will not exceed \$25,000

Total contract is for \$118,500 and will be funded 75% by grant funds and 25% by City funds.

RECOMMENDATION: Approve motion

ATTACHMENTS:

Description	Type
Agreement	Contract

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **January 16, 2017** ("Effective Date") between **City of Storm Lake** ("Owner") and **I+S Group, Inc. (ISG)** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **4th and Barton Storm Sewer Improvements** ("Project").

Engineer's services under this Agreement are generally identified as follows: **Reconstruction of West 4th Street from Western Avenue to Barton Street with permeable pavement. Replacement of the existing storm sewer system, with the incorporation of storm water quality practices within the City ROW. Phases as Outlined Below** ("Services").

A. Preliminary Design

Provide topographical survey and coordinate design development with Owner, Public Agencies, and Stakeholders to further confirm project scope and project location. Conduct a public informational meeting during preliminary design development to provide an outlet for citizen input. Coordinate geotechnical investigation with Geotechnical Engineering Firm. City will be responsible for contracting services directly with Geotechnical Engineering Firm. Provide Owner with preliminary opinion of probable construction cost.

B. Final Design

Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor. Revise Drawings and Specifications as needed in response to review by Owner, Stakeholders, and applicable Public Agencies. Provide Owner with final opinion of probable construction cost. Prepare handouts and participate in public meetings hosted by City Staff for review of final design.

C. Environmental Reports

Prepare and furnish necessary Environmental Reports to provide Agency clearances for construction of selected projects. Including necessary storm water sizing and modeling report for review of final design by City and Agency Representatives.

D. Bid Administration

Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors and revise bidding documents as needed. Provide assistance with bid solicitation through notification and invitation of contractors, answer questions of the Contractors and Owner, issuance of addenda as necessary, attendance at the bid opening, preparation of recommendation of award letter, and contract preparation.

E. Construction Administration

Provide shop drawing review and facilitate a Pre-Construction Conference prior to commencement of Work at the Site. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, Schedule of Values, and Change Orders. Perform visits to the Site at intervals appropriate to the various stages of construction including a site walk-through to approve project close-out.

F. Construction Staking

As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgement are necessary to enable Contractor to proceed. Provide construction surveys and staking to enable Contractor to perform said Work.

G. Resident Observation

Provide the services of a Resident Project Representative (RPR) at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit A. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in **Exhibit A**. Full time RPR has not been included, if required, billing would be at standard hourly rates attached in **Appendix 1**.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period:

Initial Project Schedule (Subject to change based on Funding Agency, Engineer, and Owner Approval)

Preliminary Design: December, 2017

Final Design: September, 2019

Project Close Out: December, 2020

If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum and Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Lump Sum Services as follows:

1. A Lump Sum amount of **\$67,500.00**.

- a. The Lump Sum Phases as included in the Proposal are subdivided as follows:

Preliminary Design	<u>\$12,000.00</u>
Final Design	<u>\$43,000.00</u>
Environmental Reports	<u>\$8,500.00</u>
Bid Administration	<u>\$4,000.00</u>

2. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

- B. Owner shall pay Engineer for Hourly Rates Plus Reimbursable Expense Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees' multiplied by standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.

- a. The Hourly Rates Plus Reimbursable Expenses Phases as included in the Proposal are subdivided as follows:

Construction Administration	<u>\$17,500.00</u>
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Construction Staking \$8,500.00

Resident Observation \$25,000.00

2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for Services and reimbursable expenses is not to exceed **\$51,000.00**.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as **Appendix 1**.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this

Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions,

Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Engineer shall procure and maintain Professional Liability Insurance in the Annual Aggregate amount of \$2,000,000 excluding fees, cost and expenses of investigation, claims adjustment, defense, and appeal. Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from the negligence, and professional errors or omissions, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants in the performance of this Agreement (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's Professional Liability insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). Certificates for insurance will be provided to Client upon request.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:*

- A. Appendix 1 - Engineer's Standard Hourly Rates
- B. Exhibit A – Duties, Responsibilities, and Limitations of Authority of Resident Project Representative
- C. Exhibit B – CDBG Required Contract Language

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Storm Lake

Engineer: I+S Group, Inc. (ISG)

By: _____
Print name: Jon Kruse
Title: Mayor
Date Signed: _____

By: _____
Print name: David S. Doxtad, PE
Title: Associate Principal, Civil Engineer
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

22543

State of: Iowa

Address for Owner's receipt of notices:
620 Erie Street
Storm Lake, IA 50588

Address for Engineer's receipt of notices:
1725 North Lake Avenue
Storm Lake, IA 50588

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **January 16, 2017**.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Attached

2016 Standard Hourly Rates

Rates effective as of January 1, 2016 and are subject to change on an annual basis.

ISG

EMPLOYEE TYPE	HOURLY RATE	EMPLOYEE TYPE	HOURLY RATE
<u>Support/Marketing/Development Professional</u>		<u>Landscape Architect</u>	
I - IV	\$48 - 123	I - IV	\$85 - 123
<u>Architect</u>		<u>Mechanical/Electrical Engineering Technician</u>	
I - IV	\$80 - 117	I - IV	\$72 - 117
<u>Architectural Technician</u>		<u>Mechanical Engineer</u>	
I - IV	\$72 - 95	I - IV	\$88 - 140
<u>Civil Engineer</u>		<u>Planner</u>	
I - IV	\$89 - 140	I - IV	\$82 - 112
<u>Civil Engineering Technician</u>		<u>Project Manager</u>	
I - IV	\$70 - 92	I - IV	\$90 - 115
<u>Electrical Engineer</u>		<u>Structural Engineer</u>	
I - IV	\$88 - 140	I - IV	\$86 - 140
<u>Environmental Scientist/Engineer/Specialist/Operator</u>		<u>Senior Architect</u>	
I - IV	\$68 - 115		\$155 - 195
<u>GIS Specialist</u>		<u>Senior Engineer, All Classifications</u>	
I - IV	\$90 - 112		\$155 - 195
<u>Interior Designer</u>		<u>Expenses</u>	
I - IV	\$83 - 107	Survey Grade GPS/Robotics	\$45
<u>Land Surveyor</u>		Mapping Grade GPS	\$15
I - IV	\$83 - 123	3D Laser Scanner	\$50
<u>Land Surveying Technician</u>		All-Terrain Vehicle	\$20
I - IV	\$66 - 90	Mileage is billed at the IRS allowable rate	
		Consultant subcontracts are billed at cost + 10%	

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 16, 2017**.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

A1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples:*

- a. Record date of receipt of Samples and approved Shop Drawings.
- b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

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

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT B**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 16, 2017**.

CDBG – Required Contract Language

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

A. Executive Orders 11246 and 11375

The Engineer will comply with all provisions of Executive Orders 11246 and 11375. During the performance of this Contract, the Engineer agrees as follows:

1. The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The Engineer will, in all solicitations or advertisement for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Engineer's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Engineer will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
5. The Engineer will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and

orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Engineer's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Engineer may be declared ineligible for further government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Engineer will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

B. Title VI of the Civil Rights Act of 1964

This act provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.

C. Iowa Civil Rights Act of 1965.

The Engineer agrees to comply with Iowa Civil Rights Act of 1965, (Iowa Executive Order 34 and Iowa Code Chapter 19B.7), as amended, and Civil Rights Act of 1964 - Title VI which provides that no person shall, on the basis of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with CITY'S program funds.

D. Section 109 of Title I of the Housing and Community Development Act

This act provides that no person shall be excluded from participation, including employment, denied program benefits, or subjected to discrimination on the basis of race, color, physical or mental disabilities, national origin, sex, handicap, religion or religious affiliation, or age under any program or activity funded in whole or in part under Title I of this act.

E. Section 3 of the Housing and Urban Development Act of 1965 (as amended)

This act provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that Contracts awarded in connection with such project be awarded to businesses located in, or owned in substantial part by persons residing within, the project area.

The parties of this Contract will comply with the provisions of said Section 3 and certify and agree that they are under no contractual obligation or other disability which would prevent them from complying with these requirements.

F. The Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

This act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

G. Access to and Maintenance of Records

The Engineer must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the Engineer shall make available and furnish all information and reports required, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Iowa Economic Development Authority or their authorized representatives, for purposes of investigation to ascertain compliance.

H. Termination

The Owner and/or the Engineer shall have the right to terminate this Contract at any time by giving at least ten (10) days notice in writing. The notice shall specify the effective date of such termination. Upon cancellation, the Owner will be responsible only for those costs incurred by the Engineer to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Contract shall, at the option of the City, become its property and the Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

I. Government-wide Restriction on Lobbying.

The Engineer agrees to comply with the certification regarding government-wide restriction on lobbying as follows:

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The Engineer certifies, to the best of his/her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of Engineer, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Engineer shall complete and submit Standard Form LLL-“Disclosure Form to report Federal Lobbying” in accordance with its instruction.

C. The Engineer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

J. Awarding Agency Reporting Requirements

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

K. Energy Efficiency.

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Pub. L 94-163, 89 Stat. 871

L. Clean Air and Water Acts

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

In accordance with the Clean Air and Water Act, the Engineer agrees as follows:

1. The Engineer will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.
2. The Engineer agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. The Engineer agrees that as a condition for the award of a Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, and Environmental Protection Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
4. The Engineer agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

Staff Summary

1/17/2017

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: Mike Davis, Water Plant Superintendent

SUBJECT: Motion To Set A Public Hearing For The Plans, Specs, Bids, Form Of Contract, And Engineer's Opinion Of Probable Costs For The 2017 Watermain Improvements

BACKGROUND: The existing watermain in the Right-of-Way along Flindt Drive from the railroad overpass to 4th Street is undersized, deficient in materials, and experiences frequent breaks.

The purpose of this project would be to bore a new 8" water main and then transfer services along this section from the old main to the new. A bulk of this watermain placement would be directional bore with a few open trenched areas along the route.

Bids will be opened at City Hall at 1 pm on February 14, 2017. Public Hearing will be held on February 20, 2017.

FISCAL IMPACT: Engineer's Opinion of Probable Construction Cost is \$208,882.50. This is a budgeted item for waterline replacement and upgrade.

RECOMMENDATION: City staff recommends that Council approve Motion to Set a Public Hearing at 5:00 pm on February 20th for the Plans, Specs, Bids, Form of Contract, and Engineer's Opinion of Probable Costs for the 2017 Flindt Drive Watermain Project

ATTACHMENTS:

Description	Type
Public Hearing Notice	Backup Material

NOTICE OF PUBLIC HEARING

2016 Watermain Improvements
City of Storm Lake
Storm Lake, IA

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Storm Lake on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 5:00 P.M. on February 20, 2017, at 620 Erie Street, Storm Lake, IA.

PROJECT DESCRIPTION: Watermain improvement project consisting of 525' of PVC and 210' of ductile iron watermain running adjacent to Highway 7 in Storm Lake, IA from Richland Street to East 4th Street and removal and replacement of approximately 640 SY of 8" thick PCC pavement on Richland Street adjacent to Highway 7 and other related items of work.

This Notice is given by authority of the City of Storm Lake

_____/s/Mayra A. Martinez

Mayra Martinez, City Clerk

Staff Summary

1/17/2017

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: James H. Patrick, City Manager

SUBJECT: Resolution No. 69-R-2016-2017 Change Order #2 Housing Project #2014-8

BACKGROUND: The proposed change order increase of \$1,800.00 for gutters and the install of a new metal door on kitchen entrance and a deduction of \$300.00 for dirt fill that was not needed. The proposed change order will adjust the original contract by an increase of \$1,300.00

This housing project is within budget.

All the parties on the project agree to the change order.

FISCAL IMPACT: This Change Order will increase the contract amount by \$1,300.00. Total cost of the contract for Project #2014-8 after Change Order #2 is \$28,015.00

RECOMMENDATION: Adopt Resolution No. 69-R-2016-2017

ATTACHMENTS:

Description	Type
□ Resolution No. 69-R-2016-2017	Resolution

RESOLUTION NO. 69-2016-2017

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

To approve Change Order #2 to the contract with R. Wise Construction for the Housing Rehabilitation Project #2014-8 with the following changes:

- Add gutters and install a new metal door on kitchen entrance. Increase of 1,800.00
- Dirt fill not needed. Deduction of \$300.00.

Total cost of change order #2 is an increase of \$1,500.00 to the contract. Total contract cost after change order #2 is \$28,015.00

PASSED AND ADOPTED this 17th day of January, 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

1/17/2017

Agenda Item # 13.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Resolution No. 70-R-2016-2017 Final Approval Housing Project 2014-8

BACKGROUND: November 7, 2016, the City of Storm Lake entered into a contract with R. Wise Construction of Sioux Rapids for the Rehabilitation of Project #2014-8.

Work on the 6th of 12 homes in the City's current Housing Rehabilitation Grant is now complete and all punch list items have been completed. The project did have two change orders. Change order #1 was to delete exterior guttering, front door, and front storm door (to keep a cushion required to continue the project). Change order #2 was to add back in the gutters and a new metal door for the kitchen entrance (approved earlier on this agenda).

The homeowner, grant administrator, and City staff have all approved the work and the project is ready for final acceptance and payment. This resolution will approve the final acceptance on this project.

FISCAL IMPACT: The total cost of this project after Change Order #2 \$28,015.00. The cost of the project is covered through the grant from the State of Iowa.

RECOMMENDATION: Adopt Resolution No.70-R-2016-2017 Subject to passing final inspection.

ATTACHMENTS:

Description	Type
□ Resolution No. 70-R-2016-2017	Resolution

RESOLUTION NO. 70-R-2016-2017

RESOLUTION ACCEPTING PUBLIC IMPROVEMENT

WHEREAS, the City Council of the City of Storm Lake, Iowa entered into a construction contract, and the Mayor and Clerk of Storm Lake, Iowa executed the contract with R. Wise Construction Sioux Rapids, IA with regard to the Housing Rehabilitation Project #2014-8, City of Storm Lake, Iowa.

WHEREAS, said contractor has fully completed the said project in accordance with the terms and conditions of said contract and plans and specifications.

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

Section 1. That said public improvement is hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract, upon final inspection approval, and the total final contract price is \$28,015.00

PASSED AND APPROVED this 17th day of January, 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

1/17/2017

Agenda Item # 14.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
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REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Closed Session Under Section 21.5 Personnel Evaluation

BACKGROUND: Per State Code Section 21.5, Council can go into executive session, as requested by the employee, to perform an evaluation.

FISCAL IMPACT: None

RECOMMENDATION: Council go into closed session for discussion and then return to open session.