CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS
SEPTEMBER 3, 2019
5:00 PM

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

AGENDA

A. Pledge of Allegiance

B. **Consideration of Changes in Agenda and Setting the Agenda**

C. **Disclosure by City Council Members**

1. Hear the Public

2. Consent Agenda

   A. **Approve Consent Agenda**

   B. **Buy Local Information**

   C. **Motion Authorizing a Noise Variance for Buena Vista University**

3. **Public Hearing On The Authorization Of A Loan Agreement And The Issuance Of Sewer Revenue Notes To Evidence The Obligation Of The City Thereunder And Resolution No. 15-R-2019-2020 Instituting Proceedings To Take Additional Action On Not To Exceed $5,100,000 Sewer Revenue Refunding Capital Loan Notes.**

4. **Public Hearing On The Authorization Of A Loan Agreement And The Issuance Of Water Revenue Notes To Evidence The Obligation Of The City Thereunder And Resolution No. 16-R-2019-2020 Instituting Proceedings To Take Additional Action On Not To Exceed $2,800,000 Water Revenue Refunding Capital Loan Notes.**

5. **Resolution No. 17-R-2019-2020 Directing The Acceptance Of A Proposal To Purchase $4,538,000* (Dollar Amount Subject To Change) Sewer Revenue Refunding Capital Loan Notes, Series 2019.**

6. **Resolution No. 18-R-2019-2020 Directing The Acceptance Of A Proposal To Purchase $2,188,000* (Dollar Amount Subject To Change) Water Revenue Refunding Capital Loan Notes, Series 2019**

7. **Resolution No. 19-R-2019-2020 Authorizing The Redemption Of Outstanding Water Revenue Capital Loan Notes, Series 2011, Dated August 1, 2011**

8. **Resolution No. 20-R-2019-2020 Authorizing The Redemption Of Outstanding Water Revenue Capital Loan Notes, Series 2013A, Dated April 2, 2013**

9. **Resolution No. 21-R-2019-2020 Authorizing The Redemption Of Outstanding Sewer Revenue Capital Loan Notes, Series 2011, Dated August 1, 2011**

10. **Resolution No. 22-R-2019-2020 Authorizing The Redemption Of Outstanding Sewer Revenue Capital Loan Notes, Series 2013B, Dated May 1, 2013**

11. **Ordinance No. 01-O-2019-2020 Amending Chapter 9-11 Of Title IX Of The City Code Of The City Of Storm Lake, Iowa, Titled, "Stopping, Standing Or Parking," To Limit Parking On Parts Of Lake Avenue -Third And Final Reading**
12. **Motion To Approve Railroad Crossing Surface Repair Program Agreements For Oneida Street & Cayuga Street**
13. **Motion to Approve Section 130 Railroad Signals Upgrade Agreements for Hudson Street, Oneida Street, and Barton Street**
14. **Motion Approving Engineering Contract With Bolton & Menk For FEMA Lake Bank Restoration Project**
15. **Motion Approving Engineering Contract With Bolton & Menk For King's Pointe Concrete Rehabilitation Project**
16. **Motion Approving Antenna Agreement With District 3 Amateur Radio Group**
17. **City Council Requested Items**
18. 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

9/3/2019
Agenda Item # B.

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

FROM:

SUBJECT: **Consideration of Changes in Agenda and Setting the Agenda**

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

9/3/2019
Agenda Item # C.

City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
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REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: **Disclosure by City Council Members**

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

9/3/2019
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: Mayra Martinez, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the August 19, 2019 City Council Minutes
- Approve renewal of Storm Lake Cab license
- Motion Authorizing a Noise Variance for Buena Vista University For September 14, 2019

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - $321,894.58
- King's Pointe & Sunrise Pointe Golf Course Bills - $107,680.27

The City will receive the following revenues:

- Taxicab License Fees - $100.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

	Description	Type
🗋	List of Bills	List of Bills
🗋	King's Pointe and Golf Course - List of Bills	List of Bills
🗋	Minutes - August 19, 2019	Minutes
🗋	Storm Lake Bus Application	Application

My Buy Local_v1

Storm Lake, IA

Payment Date Range: 08/22/2019 - 09/05/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Hare Painting & Sandblasting	BVC	Fire Hydrant Sandblasting & Painting	12,400.00
Buena Vista County Solid Waste	BVC	Recycling	201.76
Mike's Electronics Inc	BVC	Muffin Monster Service Call- Memorial	85.00
Buena Vista County Clerk of Court	BVC	City of SL vs Khamla Khalek, Case#SLSMSM048	60.00
	BVC Total:	**12,746.76**	
Contract/Agreement			
Grundman-Hicks, LLC	Contract/Agreement	Pay Request #2 of Casino Beach LS	30,914.71
I & S Group, Inc	Contract/Agreement	Facility Plan	1,200.00
	Contract/Agreement Total:	**32,114.71**	
Local			
Murray & Murray, PLC Trust Account	Local	Returning Recovered Property SL#15-1614	17,495.00
Smith Concrete Service Inc	Local	Concrete	2,820.00
Rebnord Technologies, Inc	Local	Chormbooks for New Time Clocks	861.60
WalMart #01-1526	Local	Supplies	859.55
Bomgaars Supply, Inc	Local	Supplies	778.30
Arnold Motor Supply, LLP	Local	Supplies	651.97
Stille Pierce & Pertzborn	Local	Trailer Sewer Vac Added	586.00
Philip E Havens	Local	3rd Quarter 2019 Meeting Attendance	500.00
Qwest Corporation	Local	Phone Service	260.97
Hy-Vee, Inc	Local	Supplies	248.17
Rasmussen's Ford Inc	Local	Door Latch Replacement	193.40
A & A Automotive	Local	New Mower Tires	169.66
Garbage Hauling Service Inc	Local	Garbage Service	161.25
Fastenal Company	Local	Safety Glasses	149.77
Wiese Plumbing & Heating, Inc	Local	Water Heater Repairs	127.40
Stanton Electric, Inc	Local	Replace GFCI	90.35
L & G Products, Inc	Local	Weed Fabric	53.90
Comes Investments, Inc	Local	Supplies	49.95
Fastenal Company	Local	Supplies	43.90
La Juanita	Local	Meet the Mayor Supplies	35.00
JSC Inc	Local	Water Supplies	31.80
Hardees	Local	Coffee with a Cop	26.91
Vetter Equipment	Local	Leaf Blower Supplies	50.00
A & A Automotive	Local	Tire Repairs	15.90
Fastenal Company	Local	Supplies	17.28
Iowa Office Supply Inc	Local	Office Supplies	7.33
Michael Reinert	Local	Rods	7.00
Storm Lake Hydraulics Co, Inc	Local	Supplies	5.90
	Local Total:	**26,298.26**	
Non-Local			
Eastern Aviation Fuels, Inc	Non-Local	Jet Fuel	18,936.68
Muni Fire/Police Retire	Non-Local	MFPRSI withholdings	15,648.45
EFTPS	Non-Local	Federal withholding taxes	13,289.76
Iowa Public Employees	Non-Local	IPERS withholdings	12,364.49
EFTPS	Non-Local	Federal withholding taxes	10,994.24
H-O-H Water Technology, Inc	Non-Local	Polymer	7,533.44
Karl Chevrolet, Inc	Non-Local	2019 Tahoe Light Bar & Electronic Installation	6,337.97
Treasurer State of Iowa	Non-Local	State withholding taxes	5,962.46
Mississippi Lime Company	Non-Local	Lime	21,458.43
EFTPS	Non-Local	Federal withholding taxes	4,140.52
Troy Westrum Inc.	Non-Local	2019 Leak Detection Survey	3,400.00
Mitchell Nasers	Non-Local	Lime Hauling Services	1,657.10

Vendor Name	Buy Local Info	Payable Description	Total Payments
Davis Equipment Corporation	Non-Local	Pump	1,507.12
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,427.55
Utility Supply of America, Inc	Non-Local	Drive Pump	1,403.55
Bierschbach Equipment & Supply Company	Non-Local	Red Brick	1,320.00
Praxair Inc	Non-Local	Carbon Dioxide	1,252.25
Hallett Materials	Non-Local	Washed Fill Sand	1,150.92
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	2,016.00
US Peroxide, LLC	Non-Local	Facility & Maintenance Agreement	750.00
Strategic Insights, Inc	Non-Local	FY2020 Plan-IT License	725.00
Pitney Bowes Inc	Non-Local	Postage	1,117.00
R & R Products, Inc	Non-Local	Gear Motors	545.25
Pitney Bowes, Inc	Non-Local	7/18/2019 Additional Postage	541.15
Vander Haag's Inc	Non-Local	Tires	500.00
Mass Mutual	Non-Local	457 plan withholding	450.00
Polk County Sheriff	Non-Local	Garnishment	429.43
Mark Pierce	Non-Local	Bobcat Supplies	421.69
Collection Services Center	Non-Local	Child Support payments	374.76
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	367.00
Muni Fire/Police Retire	Non-Local	MFPRSI withholdings	321.20
Jeff Koenig	Non-Local	Portable Toilet Rental	312.00
Iowa Public Employees	Non-Local	IPERS withholdings	297.32
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	277.40
Iowa League of Cities	Non-Local	2019 Annual Conf & Exhibit Registration- Pors	255.00
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	205.70
EFTPS	Non-Local	Federal withholding taxes	189.35
Lou's Gloves, Incorporated	Non-Local	Gloves	187.00
Dale Vitito	Non-Local	Uniforms	176.79
Mercy Medical Services	Non-Local	8/13/2019 Physical- Tieskotter	175.00
Iowa League of Cities	Non-Local	2019 IMFOA Fall Conference- Gibbins	125.00
Erik E Mosbe	Non-Local	Mower Belt & Blades	123.65
Dale Vitito	Non-Local	Uniform	110.89
Davis Equipment Corporation	Non-Local	Seal Kit	108.71
Tyson Fresh Meats, Inc	Non-Local	Refund- BP19-0186 Overpayment	100.00
CDW Government	Non-Local	Chrome Book Licenses	95.76
Iowa Lakes Regional Water	Non-Local	July 2019 Water Service	83.92
D. J. Gongol & Associates, Inc	Non-Local	Relief Valve	80.68
Dale Vitito	Non-Local	Uniforms	67.94
Tyler Technologies, Inc	Non-Local	Coversion Services	62.50
RJ Thomas Manufacturing Compnay, Inc	Non-Local	Decals	60.00
Treasurer State of Iowa	Non-Local	State withholding taxes	53.19
CDW Government	Non-Local	Chrome Book Licenses	47.88
Sherwin Williams Co	Non-Local	Hose	41.50
Ed M. Feld Equipment Company, Inc	Non-Local	Batteries	38.00
Sprayer Specialties, Inc	Non-Local	Chemicals	36.70
EFTPS	Non-Local	Federal withholding taxes	27.56
Sigourney Fire Department	Non-Local	Fall 2019 Conference- Jones	25.00
CDW Government	Non-Local	Chrome Book Licenses	23.94
	Non-Local Total:	**141,731.79**	
Payroll/Refunds			
Mike Jones	Payroll/Refunds	8/11/2019 Fire Rescue International Conferen	1,488.72
City of Storm Lake	Payroll/Refunds	Flex withholdings	1,657.38
AFLAC	Payroll/Refunds	Aflac withholidngs	537.91
Chris Cole	Payroll/Refunds	IACP Conference Tuition Reimbursement	425.00
Jeff Lundberg	Payroll/Refunds	FY2020 Boot Reimbursement	150.00
Jorge Tarin	Payroll/Refunds	WW Operator Grade 3	140.00
City of Storm Lake	Payroll/Refunds	Flex Dependent care withholdings	230.76
Custodian of Petty Cash- Jean Cashman	Payroll/Refunds	8.26.2019 Postage Reimbursement	58.75
AFLAC	Payroll/Refunds	Aflac withholdings	37.63
	Payroll/Refunds Total:	**4,726.15**	
	Grand Total:	**217,617.67**	

Operating
King's Pointe Resort
From 8/15/2019 to 8/29/2019

Vendor	Description	Amount
Martin Brothers	Food	$ 5,550.42
Pitney Bowes	Postage	$ 10.00
Heartland Systems	Services	$ 80.25
IA Dept of Revenue	Sales Tax	$ 5,000.00
HyVee	Food	$ 82.95
Johnson Brothers	Beverages	$ 507.40
Doll Distribution	Beverages	$ 1,477.62
Martin Brothers	Food	$ 2,590.46
Weigand-Omega Management Fee	Services	$ 25,481.93
1000bulbs.com	Supplies	$ 670.81
Alliant Energy	Utilities	$ 44.08
American Hotel Register Company	Supplies	$ 999.80
Bomgaars Supply, Inc.	Supplies	$ 339.61
Bridgestone Golf, Inc.	Supplies	$ 248.19
Cintas Corporation	Supplies	$ 682.57
ECOLAB	Supplies	$ 54.41
Genesis Development	Services	$ 150.00
GuestSupply	Supplies	$ 103.00
Hermel Wholesale	Food	$ 3,984.92
Hogg Robinson USA	Food	$ 10.90
HyVee	Food	$ 641.55
Joyce M. Smith dba Joyce's Greenhouse	Services	$ 1,465.00
Kaleidoscope Marketing	Services	$ 730.00
KAYL/KKIA	Advertising	$ 315.00
KTIV Television	Advertising	$ 2,367.00
MidAmerican Energy	Utilities	$ 27,963.43
Office Elements	Supplies	$ 149.66
Orkin, 536-Sioux City, IA	Services	$ 500.00
Bottling Group, dba Pepsi Beverages Co.	Beverages	$ 672.42
Power Solutions	Services	$ 70.00
Rent-All	Services	$ 180.00
Roto-Rooter	Services	$ 150.00
Russell Lachney	Refund	$ 350.00
Short's Travel Management	Services	$ 10.90
South Central Communications	Services	$ 99.75
Steven A. Beeck dba Steve's Window Svs	Services	$ 80.25
Storm Lake Ace Hardware	Supplies	$ 628.74
Swank Motion Pictures	License	$ 390.00
Sysco Iowa	Food	$ 8,788.42
Travel and Transport	Services	$ 689.72
Diane Mullahy	Reimbursement	$ 64.50
UPS	Services	$ 52.07
Verizon Wireless	Utilities	$ 166.48

Vizergy	Services	$	1,412.72
WEDDINGWIRE	Services	$	588.00
Weigand-Omega Management, Inc	Services	$	5,751.77
Shift 4	Services	$	242.60
BevSpot	Services	$	348.00
Doll Distribution	Beverages	$	822.10
HyVee	Beverages	$	557.45
Martin Brothers	Beverages	$	2,702.10
Johnson Brothers	Beverages	$	633.50
Heartland Systems	Services	$	27.82
		$	**107,680.27**

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, AUGUST 19, 2019 5:00 P.M.

Present: Mayor Michael Porsch, Council Members, Bruce Engelmann, Kevin McKinney, Dan Smith, Tyson Rice, and Jose Ibarra. Absent: none
Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Public Safety Director Mark Prosser, Fire Chief Mike Jones, Building Official Scott Olesen, Library Director Elizabeth Huff, Public Service Supervisor Scott Bonebrake, Finance Director Brian Oakleaf, and City Clerk Mayra Martinez.

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

Pledge of Allegiance

Agenda – Moved by Council Member Smith to approve setting the Agenda as presented. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Disclosure by City Council Members – none

Hear the Public – none

Mayor Porsch read and signed a proclamation earlier today for Daughters of the American Revolution (DAR) proclaiming September 17, 2019 through September 23, 2019 as Constitution Week.

Consent Agenda – Moved by Council Member McKinney to approve the consent agenda which includes list of bills, check #'s 73897 through 73978 and #'s 73981 through 74048, EFT #'s 485 and #'s 521 through 561, DFT #'s 330 through 360, PR #'s 59707 through 59714 for approval, King's Pointe and Sunrise Pointe disbursements for approval, August 5, 2019 City Council Minutes, new liquor license for Storm Lake Honda, renewal liquor license for Casey's General Store #3679, and Dyno's Wine & Spirits(contingent of dram shop submittal), appointment Bob Swanson to the Board of Adjustment effective August 23, 2019 with term to expire July 1, 2023, the Code Enforcement Summary, authorizing a Noise Variance at the Lao temple, authorizing a Noise Variance for Storm Lake Honda, change Monday September 2nd, 2019 City Council Meeting to Tuesday, September 3, 2019 due to Labor Day Holiday. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried

Employee Recognition - Moved by Council Member Ibarra to adopt Resolution No. 10-R-2019-2020 Recognizing Kim Mehlenbacher for her years of service to the City of Storm Lake. Seconded by Council Member Engelmann. Roll call vote: All ayes. Motion Carried.

RESOLUTION NO. 10-R-2018-2019

RESOLUTION APPROVING CHANGE ORDER NO. ONE TO THE 7TH AND GENESEO SANITARY SEWER IMPROVEMENTS PROJECT

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

Section 1. To approve Change Order No. 1 to the contract with Hulstein Excavating, Inc., of Edgerton, Minnesota for the 7TH and Geneseo Sanitary Sewer Improvements Project. Change Order No. 1 lists fifteen (15) items noted by WHKS Engineering including appropriate erosion control measures, proper inlet protection and additional paving to properly restore the property.

Change Order No. 1 includes the additional work for $42,762.55.

Total amount of change order #1 is $42,762.55. Total of contract after Change Order No. 1 is $349,202.60.

PASSED AND APPROVED this 6th day of August, 2018.

____

Michael Porsch, Mayor

ATTEST:

____

Mayra A. Martinez, City Clerk

Patrick Sand Annexation - Moved by Council Member Engelmann to adopt Resolution No. 11-R-2019-2020 Setting September 16, 2019 at 5:00 pm a public hearing on a proposed zoning ordinance amendment to add to the official zoning map property owned by sand and the City of Storm Lake and proposed to be voluntarily annexed and to classify such property for zoning purposes as General Industrial (GI), all upon annexation of such property into the City of Storm Lake, Iowa. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 11-R-2019-2020

RESOLUTION SCHEDULING PUBLIC HEARING ON A PROPOSED ZONING ORDINANCE AMENDMENT TO ADD TO THE OFFICIAL ZONING MAP PROPERTY PROPOSED TO BE VOLUNTARILY ANNEXED AND TO CLASSIFY SUCH PROPERTY FOR ZONING PURPOSES AS GENERAL INDUSTRIAL (GI), ALL UPON ANNEXATION OF SUCH PROPERTY INTO THE CITY OF STORM LAKE, IOWA

WHEREAS, the City of Storm Lake, Iowa has received Applications from the owners of property requesting that the City voluntarily annex the owners' property which is generally adjacent to the eastern boundary of the City of Storm Lake, located on the east side of Radio Road north of Expansion Boulevard, and is more specifically described as follows:

Parcel A, identified for taxation purposes as part of Parcel Numbers 14-01-301-002 and 14-01-326-004 (formerly designated as parts of 14-01-301-001 and 14-01-326-002), having an area of 62.48 acres, owned by Patrick L. Sand, and legally described as:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW¼) OF SECTION 1, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5^{TH} P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW¼) of said Section 1; thence South 00º08'18" East, along the East line of said Southwest Quarter (SW¼), 131.94 Feet to the Point of Beginning. Thence continuing South 00º 08’ 18" East, along said East line, 798.82 Feet; thence South 74º 10' 45" West, 456.34 Feet; thence South 00º 08' 18" East, 120.00 Feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; thence North 89º 35' 28" West, along said North line 2201.55 Feet to the West line of the Southwest Quarter (SW¼); thence North 00º 09' 20" West, along said West line, 1075.76 Feet to the South line of the North Eight (8) acres of the Southwest Quarter (SW¼); thence South 88º 57' 13" East, along said South line, 2641.68 Feet to the Point of Beginning.

Hereafter known as Lot F in Section 1, Township 90 North, Range 37 West of the 5^{th} P.M., Buena Vista, Iowa.

Tract contains 62.48 acres and is subject to all easements of record;

AND

Parcel B, identified for taxation purposes as Parcel Number 14-01-326-003, having an area of 1.85 acres, owned by the City of Storm Lake, Iowa, and legally described as:

A TRACT OF LAND IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4) 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 Northeast (NE) corner of Lot Six (6), Block One (1), Industrial Park Addition to the City of Storm Lake; thence North 89º48'44" West, along the North line of said Block One (1) 439.36 Feet; thence North 00º21'07" West, 120.00 Feet; thence North 73º58'16" East, 456.31 Feet to the Northwest (NW) corner of Lot C of Lot B of said Section 1; thence South 00º21'07" East, along the West line of said Lot C of Lot B, 247.44 Feet to the point of beginning.

Tract contains 1.85 acres and is subject to all easements of record.

WHEREAS, the proposed annexation of such parcels is 100% voluntary; and

WHEREAS, the owners have applied to the City of Storm Lake for an amendment to the Zoning Ordinance and Official Zoning Map of the City of Storm Lake, Iowa to add such property to that Official Zoning Map upon the property's annexation into the City of Storm Lake and to have such property initially classified for zoning purposes as General Industrial (GI).

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

1. Pursuant to Iowa Code Section 414.4, the City Council of the City of Storm Lake shall hold a public hearing September 16, 2019 at its regular meeting commencing at 5:00 p.m. to consider the enactment of an ordinance to amend the City's Zoning Ordinance to add the above-described real estate to the Official Zoning Map of the City of Storm Lake, Iowa, and to initially classify such property as General Industrial (GI) for zoning purposes upon the property's annexation into the City of Storm Lake, Iowa. At such hearing, the City Council shall consider the recommendations of the City's Planning and Zoning Commission, and all parties in interest and citizens shall have an opportunity to be heard. The City Council will hear both those who oppose and those who favor the proposal.

2. The City Clerk shall publish Notice of such hearing in the Storm Lake Times not less than seven (7) nor more than twenty (20) days before the date of the hearing.

Passed and approved this 19th day of August, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Bond Counsel Contract – Moved by Council Member Smith to approve contract with Ahlers & Cooney as the City's Bond Counsel. Bond fees vary based on the issue amount, the structure of the bond and the duties performed by Ahlers & Cooney. Other costs including travel, copies, bond printing and other related expenses at a NTE amount of $500 per issue. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Financial Services Contract – Moved by Council Member Ibarra to approve a contract with Piper Jaffray for Financial Services. Agreement calls for an underwriting fee of 0.3% of the gross proceeds plus actual out-of-pocket expenses not to exceed 1% of the proceeds and a Placement Agent fee of 1%. Seconded by Council Member McKinney. Vote: All Ayes. Motion carried.

Water Revenue Refunding Notes - Moved by Council Member Engelmann to adopt Resolution No. 12-R-2019-2020 setting September 3, 2019 at 5:00 pm for a public hearing for Not To Exceed $2,800,000 Water Revenue Refunding Notes. Seconded by Council Member Ibarra. Roll call vote: All Ayes. Motion carried.

RESOLUTION NO. 12-R–2019-2020

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $2,800,000 WATER REVENUE REFUNDING CAPITAL LOAN NOTES OF THE CITY OF STORM LAKE, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Storm Lake, State of Iowa, should provide for the authorization of a Loan Agreement and the issuance of Water Revenue Refunding Capital Loan Notes, to the amount of not to exceed $2,800,000, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable solely and only out of the Net Revenues of the Municipal Water Utility System and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan Agreement and Notes; and

WHEREAS, before the Loan Agreement and Notes may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to issue such notes and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 5:00 P.M., on the 3rd day of September, 2019, for the purpose of taking action on the matter of the authorization of a Loan Agreement and the issuance of not to exceed \$2,800,000 Water Revenue Refunding Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of refinancing and refunding certain water revenue outstanding obligations of the City including the Water Revenue Capital Loan Notes, Series 2013A, dated April 2, 2013.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: August 29, 2019)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF STORM LAKE, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$2,800,000 WATER REVENUE REFUNDING CAPITAL LOAN NOTES, AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Storm Lake, State of Iowa, will hold a public hearing on the 3rd day of September, 2019, at 5:00 P.M., in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$2,800,000 Water Revenue Refunding Capital Loan Notes, to provide funds to pay the costs of refinancing and refunding certain water revenue outstanding obligations of the City including the Water Revenue Capital Loan Notes, Series 2013A, dated April 2, 2013. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Water Utility System.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 19th day of August, 2019.

____
City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

PASSED AND APPROVED this 19th day of August, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Sewer Revenue Refunding Notes - Moved by Council Member McKinney to adopt Resolution No.13-R-2019-2020 setting September 3, 2019 at 5:00 pm for a public hearing for not to Exceed $5,100,000 Sewer Revenue Refunding Notes. Seconded by Council Member Smith. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 13–R-2019-2020

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $5,100,000 SEWER REVENUE REFUNDING CAPITAL LOAN NOTES OF THE CITY OF STORM LAKE, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Storm Lake, State of Iowa, should provide for the authorization of a Loan Agreement and the issuance of Sewer Revenue Refunding Capital Loan Notes, to the amount of not to exceed $5,100,000, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable solely and only out of the Net Revenues of the Municipal Sewer Utility System and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan Agreement and Notes; and

WHEREAS, before the Loan Agreement and Notes may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to issue such notes and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 4. That this Council meet in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 5:00 P.M., on the 3rd day of September, 2019, for the purpose of taking action on the matter of the authorization of a Loan Agreement and the issuance of not to exceed $5,100,000 Sewer Revenue Refunding Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of refinancing and refunding certain sewer revenue outstanding obligations of the City including the Sewer Revenue Capital Loan Notes, Series 2013B, dated May 1, 2013, and the Sewer Revenue Capital Loan Notes, Series 2011, dated August 1, 2011.

Section 5. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 6. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published on or before: August 29, 2019)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF STORM LAKE, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $5,100,000 SEWER REVENUE REFUNDING CAPITAL LOAN NOTES, AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Storm Lake, State of Iowa, will hold a public hearing on the 3rd day of September, 2019, at 5:00 P.M., in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed $5,100,000 Sewer Revenue Refunding Capital Loan Notes, to provide funds to pay the costs of refinancing and refunding certain sewer revenue outstanding obligations of the City including the Sewer Revenue Capital Loan Notes, Series 2013B, dated May 1, 2013, and the Sewer Revenue Capital Loan Notes, Series 2011, dated August 1, 2011. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Sewer Utility System.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this 19th day of August, 2019.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

PASSED AND APPROVED this 19th day of August, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

4th and Oates Project - Mayor Porsch opened the Public Hearing for the 4th and Oates Storm Water Project Plans, Specifications, and Form of Contract stating this was the time and place for any comments. Hearing no comments. Mayor then closed the public hearing

Moved by Council Member Ibarra to adopt Resolution No. 14-R-2019-2020 to approve the 4th and Oates Storm Water Project Plans, Specifications and Form of Contract. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

RESOLUTION NO. 14-R-2019-2020

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST, BID AND AWARD CONTRACT FOR THE 4TH AND OATES STORM WATER PROJECT

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the 4th and Oates Storm Water Project; and

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

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

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

PASSED AND APPROVED this 19th day of August, 2019.

____
Michael Porsch, Mayor

ATTEST:

____
Mayra A. Martinez, City Clerk

Restricted Parking Hours Ordinance - Moved by Council Member Ibarra to approve 2nd Reading of Ordinance No. 01-O-2019-2020 Amending Chapter 9-11 of Title IX of the City Code of the City of Storm Lake, Iowa, Titled, “Stopping, Standing or Parking,” To Limit Parking on Parts of Lake Avenue to be 3:00 a.m.to 6:00 a.m.. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

Council Requested Items – None at This Time.

Mayor Porsch reminded everyone to attend the Meet the Mayor Open Forum at 6:30 p.m. today and 7:00 a.m. August 20, 2019 for a Proposed Rec Center with BVU at Scout Park.

Adjournment – Moved by Council Member Ibarra to adjourn the meeting at 5:22 pm. Seconded by Council Member Smith. Vote: All ayes. Motion carried.

____
Michael Porsch, Mayor

ATTEST:

____
Mayra A. Martinez, City Clerk

Storm Lake City Administration

CITY OF STORM LAKE
APPLICATION FOR TAXICAB LICENSE

Applicant's Name Jeff DeWall Date of Birth 10/2/64

DBA Storm Lake Bus LLC

Address 1237 Highway 7/71 Storm Lake IA 50588

Phone: 712-299-1684 Business Phone: ___________ Email: boni-taggart@yahoo.com

Address of Business or Base Operation 1237 Highway 7/71

Legal Description of Business or Base Operation: Transport of BVU Students

For each taxicab to be used under this permit provide the following:
Make / Model / License #/ Owner / Date of last Inspection of Taxi

2001 3000 Series International Bus IKP 209 3/26/19

$1,000,000 Liability Insurance Certificate on file with City yes

License Fee: First cab = $100.00, plus $10.00 for each additional cab. # of cabs 1 Fee $________
Drivers Names & Driver's License Number:

Jeff DeWall 801ZZ5537

I hereby certify that all drivers will meet requirements of City Code 4-5-5 Personal Qualifications (see attached). I understand I am required to notify the City of Storm Lake of any changes to the list of drivers.

[signature] Aug 20/2019
Signature of Applicant Date

Approved by City Council:________________

________________________ ________________
City Clerk Date

Iowa School Bus Inspection System Summary: [redacted] 3/26/2019

Category	Item	Detail	Status
Vehicle: 01	VIN: 1HVBRAAN01A934423	Mileage: 184193 Seal:	
Chassis	Exhaust System Tailpipe	Clamp Loose / Missing	ok Repaired 3/26/19 nb 30 day
Body	Window - Thermopanes	Any Fogging Or Moisture Collection Between Glass	ok Repaired 4/3/19 nb 30 day
[redacted]			

Staff Summary

9/3/2019
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: Mayra Martinez, City Clerk

SUBJECT: **Buy Local Information**

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

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

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

area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here)

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

FISCAL IMPACT:

Breakout	Calculated Expenses
BVC	$ 12,746.76
Contract/Agreement	$ 32,114.71
Local	$ 26,298.26
Non- Local	$ 141,731.79
Payroll/Refunds/Insurance	$ 109,003.06
Total Expenses	$ 321,894.58
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
List of Bills	List of Bills
Project Activity Report	Backup Material

My Buy Local_v1

Storm Lake, IA

Payment Date Range: 08/22/2019 - 09/05/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Hare Painting & Sandblasting	BVC	Fire Hydrant Sandblasting & Painting	12,400.00
Buena Vista County Solid Waste	BVC	Recycling	201.76
Mike's Electronics Inc	BVC	Muffin Monster Service Call- Memorial	85.00
Buena Vista County Clerk of Court	BVC	City of SL vs Khamla Khalek, Case#SLSMSM048	60.00
	BVC Total:	**12,746.76**	
Contract/Agreement			
Grundman-Hicks, LLC	Contract/Agreement	Pay Request #2 of Casino Beach LS	30,914.71
I & S Group, Inc	Contract/Agreement	Facility Plan	1,200.00
	Contract/Agreement Total:	**32,114.71**	
Local			
Murray & Murray, PLC Trust Account	Local	Returning Recovered Property SL#15-1614	17,495.00
Smith Concrete Service Inc	Local	Concrete	2,820.00
Rebnord Technologies, Inc	Local	Chormbooks for New Time Clocks	861.60
WalMart #01-1526	Local	Supplies	859.55
Bomgaars Supply, Inc	Local	Supplies	778.30
Arnold Motor Supply, LLP	Local	Supplies	651.97
Stille Pierce & Pertzborn	Local	Trailer Sewer Vac Added	586.00
Philip E Havens	Local	3rd Quarter 2019 Meeting Attendance	500.00
Qwest Corporation	Local	Phone Service	260.97
Hy-Vee, Inc	Local	Supplies	248.17
Rasmussen's Ford Inc	Local	Door Latch Replacement	193.40
A & A Automotive	Local	New Mower Tires	169.66
Garbage Hauling Service Inc	Local	Garbage Service	161.25
Fastenal Company	Local	Safety Glasses	149.77
Wiese Plumbing & Heating, Inc	Local	Water Heater Repairs	127.40
Stanton Electric, Inc	Local	Replace GFCI	90.35
L & G Products, Inc	Local	Weed Fabric	53.90
Comes Investments, Inc	Local	Supplies	49.95
Fastenal Company	Local	Supplies	43.90
La Juanita	Local	Meet the Mayor Supplies	35.00
JSC Inc	Local	Water Supplies	31.80
Hardees	Local	Coffee with a Cop	26.91
Vetter Equipment	Local	Leaf Blower Supplies	50.00
A & A Automotive	Local	Tire Repairs	15.90
Fastenal Company	Local	Supplies	17.28
Iowa Office Supply Inc	Local	Office Supplies	7.33
Michael Reinert	Local	Rods	7.00
Storm Lake Hydraulics Co, Inc	Local	Supplies	5.90
	Local Total:	**26,298.26**	
Non-Local			
Eastern Aviation Fuels, Inc	Non-Local	Jet Fuel	18,936.68
Muni Fire/Police Retire	Non-Local	MFPRSI withholdings	15,648.45
EFTPS	Non-Local	Federal withholding taxes	13,289.76
Iowa Public Employees	Non-Local	IPERS withholdings	12,364.49
EFTPS	Non-Local	Federal withholding taxes	10,994.24
H-O-H Water Technology, Inc	Non-Local	Polymer	7,533.44
Karl Chevrolet, Inc	Non-Local	2019 Tahoe Light Bar & Electronic Installation	6,337.97
Treasurer State of Iowa	Non-Local	State withholding taxes	5,962.46
Mississippi Lime Company	Non-Local	Lime	21,458.43
EFTPS	Non-Local	Federal withholding taxes	4,140.52
Troy Westrum Inc.	Non-Local	2019 Leak Detection Survey	3,400.00
Mitchell Nasers	Non-Local	Lime Hauling Services	1,657.10

Vendor Name	Buy Local Info	Payable Description	Total Payments
Davis Equipment Corporation	Non-Local	Pump	1,507.12
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,427.55
Utility Supply of America, Inc	Non-Local	Drive Pump	1,403.55
Bierschbach Equipment & Supply Company	Non-Local	Red Brick	1,320.00
Praxair Inc	Non-Local	Carbon Dioxide	1,252.25
Hallett Materials	Non-Local	Washed Fill Sand	1,150.92
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	2,016.00
US Peroxide, LLC	Non-Local	Facility & Maintenance Agreement	750.00
Strategic Insights, Inc	Non-Local	FY2020 Plan-IT License	725.00
Pitney Bowes Inc	Non-Local	Postage	1,117.00
R & R Products, Inc	Non-Local	Gear Motors	545.25
Pitney Bowes, Inc	Non-Local	7/18/2019 Additional Postage	541.15
Vander Haag's Inc	Non-Local	Tires	500.00
Mass Mutual	Non-Local	457 plan withholding	450.00
Polk County Sheriff	Non-Local	Garnishment	429.43
Mark Pierce	Non-Local	Bobcat Supplies	421.69
Collection Services Center	Non-Local	Child Support payments	374.76
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	367.00
Muni Fire/Police Retire	Non-Local	MFPRSI withholdings	321.20
Jeff Koenig	Non-Local	Portable Toilet Rental	312.00
Iowa Public Employees	Non-Local	IPERS withholdings	297.32
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	277.40
Iowa League of Cities	Non-Local	2019 Annual Conf & Exhibit Registration- Pors	255.00
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	205.70
EFTPS	Non-Local	Federal withholding taxes	189.35
Lou's Gloves, Incorporated	Non-Local	Gloves	187.00
Dale Vitito	Non-Local	Uniforms	176.79
Mercy Medical Services	Non-Local	8/13/2019 Physical- Tieskotter	175.00
Iowa League of Cities	Non-Local	2019 IMFOA Fall Conference- Gibbins	125.00
Erik E Mosbe	Non-Local	Mower Belt & Blades	123.65
Dale Vitito	Non-Local	Uniform	110.89
Davis Equipment Corporation	Non-Local	Seal Kit	108.71
Tyson Fresh Meats, Inc	Non-Local	Refund- BP19-0186 Overpayment	100.00
CDW Government	Non-Local	Chrome Book Licenses	95.76
Iowa Lakes Regional Water	Non-Local	July 2019 Water Service	83.92
D. J. Gongol & Associates, Inc	Non-Local	Relief Valve	80.68
Dale Vitito	Non-Local	Uniforms	67.94
Tyler Technologies, Inc	Non-Local	Coversion Services	62.50
RJ Thomas Manufacturing Compnay, Inc	Non-Local	Decals	60.00
Treasurer State of Iowa	Non-Local	State withholding taxes	53.19
CDW Government	Non-Local	Chrome Book Licenses	47.88
Sherwin Williams Co	Non-Local	Hose	41.50
Ed M. Feld Equipment Company, Inc	Non-Local	Batteries	38.00
Sprayer Specialties, Inc	Non-Local	Chemicals	36.70
EFTPS	Non-Local	Federal withholding taxes	27.56
Sigourney Fire Department	Non-Local	Fall 2019 Conference- Jones	25.00
CDW Government	Non-Local	Chrome Book Licenses	23.94
	Non-Local Total:	**141,731.79**	
Payroll/Refunds			
Mike Jones	Payroll/Refunds	8/11/2019 Fire Rescue International Conferen	1,488.72
City of Storm Lake	Payroll/Refunds	Flex withholdings	1,657.38
AFLAC	Payroll/Refunds	Aflac withholidngs	537.91
Chris Cole	Payroll/Refunds	IACP Conference Tuition Reimbursement	425.00
Jeff Lundberg	Payroll/Refunds	FY2020 Boot Reimbursement	150.00
Jorge Tarin	Payroll/Refunds	WW Operator Grade 3	140.00
City of Storm Lake	Payroll/Refunds	Flex Dependent care withholdings	230.76
Custodian of Petty Cash- Jean Cashman	Payroll/Refunds	8.26.2019 Postage Reimbursement	58.75
AFLAC	Payroll/Refunds	Aflac withholdings	37.63
	Payroll/Refunds Total:	**4,726.15**	
	Grand Total:	**217,617.67**	

Project Activity Report
By Project Number

Storm Lake, IA

Report Dates: 08/22/2019 - 09/05/2019

Project Number	Project Name	Group	Type	Status	
01112-0019	WasteWater Treatment Facility Wetlands	National Resiliency Disaster Grant Projects	Federal/State Grant	Active	
				01112-0019 Total:	**0.00**

Project Number	Project Name	Group	Type	Status	
01112-0020	10th & Ontario StormWater Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active	
				01112-0020 Total:	**0.00**

Project Number	Project Name	Group	Type	Status	
01112-0021	4th & Oats StormWater Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active	
				01112-0021 Total:	**0.00**

Project Number	Project Name	Group	Type	Status
19-22797	Memorial Lift Station Improvements	Sanitary Sewer Projects	Construction	Active

Expenses

Account Key	Account Name	Category	Total Activity
61100002-02	Memorial LS Improvement- Engineering	Engineering - Engineering	1,200.00

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
610-8016-09-6727	Capital Improvements Equipm...	09/03/2019	Facility Plan	I & S Group, Inc	58699	1,200.00
					September Total:	**1,200.00**
					19-22797 Total:	**1,200.00**

Project Number	Project Name	Group	Type	Status
A21.117315	Casino Lift Station Ordor Control Improvements	Sanitary Sewer Projects	Construction	Active

Expenses

Account Key	Account Name	Category	Total Activity
61100001-01	Casino LS Odor Control- Construction	Construction - Project Construction	30,914.71

GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
610-8016-09-6727	Capital Improvements Equipm...	09/03/2019	Pay Request #2 of Casino Beach LS	Grundman-Hicks, LLC	Pay #2 Casino Beach LS	30,914.71
					September Total:	**30,914.71**
					A21.117315 Total:	**30,914.71**

Summary

Project Summary

Project Number	Project Name	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
01112-0019	WasteWater Treatment Facility Wetla	631.00	0.00	631.00
01112-0020	10th & Ontario StormWater Improven	104,380.00	0.00	104,380.00
01112-0021	4th & Oats StormWater Improvement	3,496.00	0.00	3,496.00
19-22797	Memorial Lift Station Improvements	0.00	1,200.00	-1,200.00
A21.117315	Casino Lift Station Ordor Control Impr	0.00	30,914.71	-30,914.71
	Project Totals:	**108,507.00**	**32,114.71**	**76,392.29**

Group Summary

Group	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
National Resiliency Disaster Grant Projects	108,507.00	0.00	108,507.00
Sanitary Sewer Projects	0.00	32,114.71	-32,114.71
Group Totals:	**108,507.00**	**32,114.71**	**76,392.29**

Type Summary

Type	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
Construction	0.00	32,114.71	-32,114.71
Federal/State Grant	108,507.00	0.00	108,507.00
Type Totals:	**108,507.00**	**32,114.71**	**76,392.29**

Staff Summary

9/3/2019
Agenda Item # C.

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

REPORT TO:	Honorable Mayor and City Council
FROM:	Mark Prosser, Public Safety Director
SUBJECT:	**Motion Authorizing a Noise Variance for Buena Vista University**
BACKGROUND:	Attached to this summary is a written request from Buena Vista University for a Noise Variance to be issued for their Great Boat Float Challenge scheduled for Saturday, September 14, 2019 off of Scout Park. The variance is for amplified entertainment in Scout Park between the hours of 3:00pm and 5:00pm. I will issue the Variance upon receipt of a consensus in the affirmative from the city council.
FISCAL IMPACT:	None
RECOMMENDATION:	Pass Motion

ATTACHMENTS:

Description	Type
Noise Variance	Permit

August 27, 2019

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

Dear Mr. Prosser:

Buena Vista University is preparing for the Great Boat Float Challenge on, Saturday, September 14. In order to make this year's event a success, we are requesting the assistance of the city. The following is an overview of what we are requesting:

A noise variance for the following times:
3:00 pm-5:00pm- A DJ to be playing music at the beach at Scout Park

We appreciate the city council's consideration of the above requests and if additional information is needed please contact Trevor Berneking, Director of Recreation Services at 218-370-1906. Thank you for your help in making this year's activities a success for the Buena Vista University and Storm Lake community.

Sincerely,

Trevor Berneking
Director of Recreation Services
Buena Vista University
610 West 4th Street
Storm Lake, Iowa 50588

Public Safety
Police & Fire
PERMIT

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

Event: BVU Great Boat Float Challenge

Issued To:

Name: Trevor Berneking

Organization: BVU Director of Recreation Services

Address: 610 West 4th Street, Storm Lake, Iowa 50588

Phone: 218-370-1906

Date(s) of Event: Saturday, September 14, 2019

Time(s) of Event: 3:00pm until 5:00pm

Expiration of Permit: 9-15-2019

Location / Area of Use: Scout Park

Type of Permit

- [x] 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
Please Print

Date: 9-3-2019

Signature:

Title: Public Safety Director

Staff Summary

9/3/2019
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: Brian Oakleaf, Finance Director

SUBJECT: **Public Hearing On The Authorization Of A Loan Agreement And The Issuance Of Sewer Revenue Notes To Evidence The Obligation Of The City Thereunder And Resolution No. 15-R-2019-2020 Instituting Proceedings To Take Additional Action On Not To Exceed $5,100,000 Sewer Revenue Refunding Capital Loan Notes.**

BACKGROUND: This agenda item will hold a public hearing for Not To Exceed $5,100,000 Sewer Revenue Refunding Capital Loan Notes. This is for the refinancing of the Series 2011 and Series 2013B Notes with outstanding principal totaling $4,925,000 as of July 1st, 2019.

Current Notes have a call date of October 4th, 2019

The refinancing of these issues will provide an estimated $293,000 savings on future interest costs. The refinancing, through conventional bank placement, will also free up $459,796 of Debt Reserve to reduce the Debt Principal.

This Refunding does not extend the maturity date and does not substantially change the Principal Schedule.

At the conclusion of the Public Hearing, the Resolution serves as a declaration of official intent under Treasury Regulation 1.150-2 that City Council has held a public hearing for a Loan Agreement and that this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law.

FISCAL IMPACT: There is no direct fiscal impact of this Resolution, but it does authorize further action towards eventual financial indebtedness and obligation.

RECOMMENDATION: Open Public Hearing
Accept Comments from the Public
Close Public Hearing
Approve Resolution No. 15-R-2019-2020

ATTACHMENTS:

	Description	Type
🗋	Resolution No. 15-R-2019-2020	Resolution

RESOLUTON NO. 15-R-2019-2020

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO EXCEED $5,100,000 SEWER REVENUE REFUNDING CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed $5,100,000 Sewer Revenue Refunding Capital Loan Notes, in order to provide funds to pay the costs of refinancing and refunding certain sewer revenue outstanding obligations of the City including the Sewer Revenue Capital Loan Notes, Series 2013B, dated May 1, 2013, and the Sewer Revenue Capital Loan Notes, Series 2011, dated August 1, 2011, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed $5,100,000 Sewer Revenue Refunding Capital Loan Notes, for the foregoing purpose.

PASSED AND APPROVED this 3rd day of September, 2019.

____
Michael Porsch, Mayor

ATTEST:

____
Mayra A. Martinez, City Clerk

Staff Summary

9/3/2019
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: Brian Oakleaf, Finance Director

SUBJECT: **Public Hearing On The Authorization Of A Loan Agreement And The Issuance Of Water Revenue Notes To Evidence The Obligation Of The City Thereunder And Resolution No. 16-R-2019-2020 Instituting Proceedings To Take Additional Action On Not To Exceed $2,800,000 Water Revenue Refunding Capital Loan Notes.**

BACKGROUND: This agenda item will hold a public hearing for Not To Exceed $2,800,000 Water Revenue Refunding Capital Loan Notes. This is for the refinancing of the Series 2013A Notes with outstanding principal totaling $2,340,000 as of July 1st, 2019.

Current Notes have a call date of October 4th, 2019

The refinancing of this issue will provide an estimated $237,300 savings on future interest costs. The refinancing, through conventional bank placement, will also free up $220,767 of Debt Reserve to reduce the Debt Principal.

This Refunding does not extend the maturity date and does not substantially change the Principal Schedule.

At the conclusion of the Public Hearing, the Resolution serves as a declaration of official intent under Treasury Regulation 1.150-2 that City Council has held a public hearing for a Loan Agreement and that this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law.

FISCAL IMPACT: There is no direct fiscal impact of this Resolution, but it does authorize further action towards eventual financial indebtedness and obligation.

RECOMMENDATION: Open Public Hearing

Accept Comments from the Public
Close Public Hearing
Approve Resolution No. __-R-2019-2020

ATTACHMENTS:

	Description	Type
🗋	Resolution No. 16-R-2019-2020	Resolution

RESOLUTION NO. 16-R-2019-2020

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $2,800,000 WATER REVENUE REFUNDING CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed $2,800,000 Water Revenue Refunding Capital Loan Notes, in order to provide funds to pay the costs of refinancing and refunding certain water revenue outstanding obligations of the City including the Water Revenue Capital Loan Notes, Series 2013A, dated April 2, 2013, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization of a Loan Agreement and the issuance in the manner required by law of not to exceed $2,800,000 Water Revenue Refunding Capital Loan Notes, for the foregoing purposes.

PASSED AND APPROVED this 3rd day of September, 2019.

____
Michael Porsch, Mayor

ATTEST:

____
Mayra A. Martinez, City Clerk

Staff Summary

9/3/2019
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: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 17-R-2019-2020 Directing The Acceptance Of A Proposal To Purchase $4,538,000* (Dollar Amount Subject To Change) Sewer Revenue Refunding Capital Loan Notes, Series 2019.**

BACKGROUND: Council has authorized a Loan Agreement to borrow the amount of not to exceed $5,100,000 as authorized by Sections 384.24A and 384.83, Code of Iowa as amended. Proposals have been requested and received from financial institutions offering to enter into such Loan Agreement.

After a review of all the proposals, it has been determined that the best and most favorable proposal is that of:

_____________ of _______________, _____________

with a final par amount of ____________

FISCAL IMPACT: This resolution will permit entering into a Loan Agreement with ______________ and while this action will create new debt, further action by Council will reduce Total Debt and provide interest expense savings as previously discussed.

RECOMMENDATION: Pass Resolution __-R-2019-2020 Accepting the Proposal to Purchase.

ATTACHMENTS:

Description	Type
Resolution No. 17-R-2019-2020	Resolution

RESOLUTION NO. 17-R-2019-2020

RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE $4,538,000* SEWER REVENUE REFUNDING CAPITAL LOAN NOTES, SERIES 2019

WHEREAS, the City of Storm Lake, sometimes hereinafter referred to as the City, is a municipal corporation duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, it is deemed necessary that the City should enter into a Loan Agreement and borrow the amount of not to exceed $5,100,000 as authorized by Sections 384.24A and 384.83, Code of Iowa as amended; and

WHEREAS, proposals have been requested and received from financial institutions offering to enter into such Loan Agreement; and

WHEREAS, after a review of all the proposals received, it has been determined that the best and most favorable proposal is that of ______________________________ of _________________, __________________; and the final par amount is _________________________; and

WHEREAS, it is the intention of this City Council to enter into a Loan Agreement in accordance with said proposal dated September 3, 2019.

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

Section 1. That this City Council does hereby accept the attached proposal of ______________________________ of _________________, __________________, and takes additional action to permit the entering into of a Loan Agreement.

Section 2. The Mayor and City Clerk are authorized and directed to proceed on behalf of the City to enter into such Loan Agreement, to negotiate the final terms of a Loan Agreement to take all action necessary to permit the entering into of a Loan Agreement on a basis favorable to the City and acceptable to the Purchaser, and to proceed to meet the conditions of this accepted proposal.

PASSED AND APPROVED this 3rd day of September, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

(Attach Copy of Terms of Proposal)

Staff Summary

9/3/2019
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: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 18-R-2019-2020 Directing The Acceptance Of A Proposal To Purchase $2,188,000* (Dollar Amount Subject To Change) Water Revenue Refunding Capital Loan Notes, Series 2019**

BACKGROUND: Council has authorized a Loan Agreement to borrow the amount of not to exceed $2,800,000 as authorized by Sections 384.24A and 384.83, Code of Iowa as amended.
Proposals have been requested and received from financial institutions offering to enter into such Loan Agreement.

After a review of all the proposals, it has been determined that the best and most favorable proposal is that of:

_____________ of _______________, _____________

with a final par amount of ____________

FISCAL IMPACT: This resolution will permit entering into a Loan Agreement with ______________ and while this action will create new debt, further action by Council will reduce Total Debt and provide interest expense savings as previously discussed.

RECOMMENDATION: Pass Resolution No. 18-R-2019-2020 Accepting the Proposal to Purchase

ATTACHMENTS:

Description	Type
Resolution No. 18-R-2019-2020	Resolution

RESOLUTION NO. 18-R-2019-2020

RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE $2,188,000* WATER REVENUE REFUNDING CAPITAL LOAN NOTES, SERIES 2019

WHEREAS, the City of Storm Lake, sometimes hereinafter referred to as the City, is a municipal corporation duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, it is deemed necessary that the City should enter into a Loan Agreement and borrow the amount of $2,188,000* as authorized by Sections 384.24A and 384.83, Code of Iowa as amended; and

WHEREAS, proposals have been requested and received from financial institutions offering to enter into such Loan Agreement; and

WHEREAS, after a review of all the proposals received, it has been determined that the best and most favorable proposal is that of ______________________ of ______________________, ____________________; and the final par amount is $_________________; and

WHEREAS, it is the intention of this City Council to enter into a Loan Agreement in accordance with said proposal dated September 3, 2019.

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

Section 1. That this City Council does hereby accept the attached proposal of _______________________ of _____________________, ____________________, and takes additional action to permit the entering into of a Loan Agreement.

Section 2. The Mayor and City Clerk are authorized and directed to proceed on behalf of the City to enter into such Loan Agreement, to negotiate the final terms of a Loan Agreement to take all action necessary to permit the entering into of a Loan Agreement on a basis favorable to the City and acceptable to the Purchaser, and to proceed to meet the conditions of this accepted proposal.

PASSED AND APPROVED this 3rd day of September, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

(Attach Copy of Terms of Proposal)

Staff Summary

9/3/2019
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: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 19-R-2019-2020 Authorizing The Redemption Of Outstanding Water Revenue Capital Loan Notes, Series 2011, Dated August 1, 2011**

BACKGROUND: The City, by resolution dated August 1, 2011, authorized the issuance of $200,000 Water Revenue Capital Loan Notes, which became redeemable on June 1st, 2018 or any date thereafter. Redeeming these Notes Water Fund Cash on Hand will be financially beneficial and current conditions will provide for the most future savings. It is advisable that $145,000 be so redeemed on October 4th, 2019.

FISCAL IMPACT: This redemption will reduce total debt and provide interest expense savings previously discussed.

RECOMMENDATION: Approve Resolution No. 19-R-2019-2020 redeeming the Series 2011 Notes

ATTACHMENTS:

Description	Type
Resolution No. 19-R-2019-2020	Resolution

RESOLUTION NO. 19-R-2019-2020

RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING WATER REVENUE CAPITAL LOAN NOTES, SERIES 2011, OF THE CITY OF STORM LAKE, STATE OF IOWA, DATED AUGUST 1, 2011, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated August 1, 2011, authorize the issuance of $200,000 Water Revenue Capital Loan Notes, Series 2011, (the "Notes") dated August 1, 2011; and

WHEREAS, the Notes are redeemable in any order of their numbering on June 1, 2018 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Notes; and

WHEREAS, it is deemed necessary and advisable that $145,000 be so redeemed on October 4, 2019 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Notes.

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

Section 1. That outstanding Water Revenue Capital Loan Notes, dated August 1, 2011, in the principal amount of $145,000, be and the same are hereby redeemed as of October 4, 2019.

Section 2. The Registrar and Paying Agent, UMB Bank, N.A., is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause notice of redemption to be mailed to the registered owners of the Notes by regular mail, and to notify DTC.

Section 3. The Finance Director is hereby authorized and directed to cause to be deposited in a separate fund such sum as is sufficient to pay all principal and interest on the redeemed Notes to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Notes in accordance with the Continuing Disclosure Certificate for the Notes.

Section 4. That the form of such notice be substantially as follows:

<u>NOTICE OF FULL REDEMPTION</u>

To the Holders of the
City of Storm Lake, State of Iowa
Water Revenue Capital Loan Notes
Series 2011
$200,000
Dated August 1, 2011

Notice is hereby given by UMB Bank, N.A. that the Bonds of the above referenced issue which mature on June 1, in the following years and amounts are called for redemption and prepayment on **<u>October 4, 2019</u>**:

Year	Amount	Interest Rate	Cusip No *	Bond No.
2025	**$60,000**	**4.40%**	**862216CA4**	**BOOK ENTRY**
2031	**$85,000**	**5.00%**	**862216CG1**	**BOOK ENTRY**

The Bonds will be redeemed at a price of 100% of their principal amount plus accrued interest to the date of redemption. Holders of such Bonds should present them for payment on or before said Redemption Date, on which date they will cease to bear interest:

<u>Registered/Certified Mail, Air Courier or In Person:</u> **UMB Bank, N.A., 1010408, Corporate Trust Bond Operations Department, 928 Grand, 4th Floor, Kansas City, MO 64106-2040**

Please DO NOT submit your securities for payment more than 30 days in advance of the redemption date. When inquiring about this redemption, please have the Bond number available. Customer Service can be reached at 800-416-6212.

Under the provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the “Act”), 28% will be withheld if a tax identification number is not properly certified. Bondholders who wish to avoid the application of these provisions should submit a completed IRS Form W-9 when presenting their Bonds.

This notice is given by order of the **City of Storm Lake, Iowa** pursuant to the terms of the resolution authorizing the redemption of these bonds, **dated September 4, 2019**.

By: UMB BANK, N.A., as Paying Agent

PASSED AND APPROVED this 3rd day of September, 2019.

____
Michael Porsch, Mayor

ATTEST:

____
Mayra A. Martinez, City Clerk

Staff Summary

9/3/2019
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:	Brian Oakleaf, Finance Director
SUBJECT:	**Resolution No. 20-R-2019-2020 Authorizing The Redemption Of Outstanding Water Revenue Capital Loan Notes, Series 2013A, Dated April 2, 2013**
BACKGROUND:	The City, by resolution dated March 18, 2013, authorized the issuance of $2,340,000 Water Revenue Capital Loan Notes, which became redeemable on June 1st, 2019 or any date thereafter. Redeeming these Notes via previously approved Loan Agreement will be financially beneficial and current conditions will provide for the most future savings. It is advisable that $2,340,000 be so redeemed on October 4th, 2019.
FISCAL IMPACT:	This redemption will reduce total debt and provide interest expense savings previously discussed.
RECOMMENDATION:	Approve Resolution No. 20-R-2019-2020 redeeming the Series 2013A Notes

ATTACHMENTS:

	Description	Type
🗋	Resolution No. 20-R-2019-2020	Resolution

RESOLUTION NO. 20-R-2019-2020

RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING WATER REVENUE CAPITAL LOAN NOTES, SERIES 2013A, OF THE CITY OF STORM LAKE, STATE OF IOWA, DATED APRIL 2, 2013, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated March 18, 2013, authorize the issuance of $2,340,000 Water Revenue Capital Loan Notes, Series 2013A, (the "Notes") dated April 2, 2013; and

WHEREAS, the Notes are redeemable in any order of their numbering on June 1, 2019 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Notes; and

WHEREAS, it is deemed necessary and advisable that $2,340,000 be so redeemed on October 4, 2019. and notice of redemption be given according to the terms of the resolution authorizing issuance of the Notes.

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

Section 1. That outstanding Water Revenue Capital Loan Notes, dated April 2, 2013, in the principal amount of $2,340,000, be and the same are hereby redeemed as of October 4, 2019[.

Section 2. The Registrar and Paying Agent, UMB Bank, N.A., is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause notice of redemption to be mailed to the registered owners of the Notes by regular mail, and to notify DTC.

Section 3. The Finance Director is hereby authorized and directed to cause to be deposited in a separate fund such sum as is sufficient to pay all principal and interest on the redeemed Notes to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Notes in accordance with the Continuing Disclosure Certificate for the Notes.

Section 4. That the form of such notice be substantially as follows:

NOTICE OF FULL REDEMPTION
To the Holders of the
City of Storm Lake, State of Iowa
Water Revenue Capital Loan Notes
Series 2013A
$2,340,000
Dated April 2, 2013

Notice is hereby given by UMB Bank, N.A. that the Bonds of the above referenced issue which mature on June 1, in the following years and amounts are called for redemption and prepayment on **October 4, 2019**:

Year	Amount	Interest Rate	Cusip No *	Bond No.
2025	$230,000	3.00%	862216CH9	BOOK ENTRY
2026	$235,000	3.00%	862216CJ5	BOOK ENTRY
2027	$245,000	3.125%	862216CK2	BOOK ENTRY
2028	$250,000	3.125%	862216CL0	BOOK ENTRY
2029	$260,000	3.25%	862216CM8	BOOK ENTRY
2030	$265,000	3.25%	862216CN6	BOOK ENTRY
2031	$275,000	3.25%	862216CP1	BOOK ENTRY
2032	$285,000	3.25%	862216CQ9	BOOK ENTRY
2033	$295,000	3.25%	862216CR7	BOOK ENTRY

The Bonds will be redeemed at a price of 100% of their principal amount plus accrued interest to the date of redemption. Holders of such Bonds should present them for payment on or before said Redemption Date, on which date they will cease to bear interest:

Registered/Certified Mail, Air Courier or In Person: **UMB Bank, N.A., 1010408, Corporate Trust Bond Operations Department, 928 Grand, 4th Floor, Kansas City, MO 64106-2040**

Please DO NOT submit your securities for payment more than 30 days in advance of the redemption date. When inquiring about this redemption, please have the Bond number available. Customer Service can be reached at 800-416-6212.

Under the provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if a tax identification number is not properly certified. Bondholders who wish to avoid the application of these provisions should submit a completed IRS Form W-9 when presenting their Bonds.

This notice is given by order of the **City of Storm Lake, Iowa** pursuant to the terms of the resolution authorizing the redemption of these bonds, **dated September 4, 2019**.

By: UMB BANK, N.A., as Paying Agent

PASSED AND APPROVED this 3rd day of September, 2019.

____

Michael Porsch, Mayor

ATTEST:

____

Mayra A. Martinez, City Clerk

Staff Summary

9/3/2019
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: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 21-R-2019-2020 Authorizing The Redemption Of Outstanding Sewer Revenue Capital Loan Notes, Series 2011, Dated August 1, 2011**

BACKGROUND: The City, by resolution dated August 1, 2011, authorized the issuance of $680,000 Sewer Revenue Capital Loan Notes, which became redeemable on June 1st, 2018 or any date thereafter. Redeeming these Notes via previously approved Loan Agreement will be financially beneficial and current conditions will provide for the most future savings. It is advisable that $485,000 be so redeemed on October 4th, 2019.

FISCAL IMPACT: This redemption will reduce total debt and provide interest expense savings previously discussed.

RECOMMENDATION: Approve Resolution No. 21-R-2019-2020 redeeming the Series 2011 Notes

ATTACHMENTS:

Description	Type
Resolution No. 21-R-2019-2020	Resolution

RESOLUTION NO. 21-R-2019-2020

RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING SEWER REVENUE CAPITAL LOAN NOTES, SERIES 2011, OF THE CITY OF STORM LAKE, STATE OF IOWA, DATED AUGUST 1, 2011, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated August 1, 2011, authorize the issuance of $680,000 Sewer Revenue Capital Loan Notes, Series 2011, (the "Notes") dated August 1, 2011; and

WHEREAS, the Notes are redeemable in any order of their numbering on June 1, 2018 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Notes; and

WHEREAS, it is deemed necessary and advisable that $485,000 be so redeemed on October 4, 2019. and notice of redemption be given according to the terms of the resolution authorizing issuance of the Notes.

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

Section 1. That outstanding Sewer Revenue Capital Loan Notes, dated August 1, 2011, in the principal amount of $485,000, be and the same are hereby redeemed as of October 4, 2019.

Section 2. The Registrar and Paying Agent, UMB Bank, N.A., is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause notice of redemption to be mailed to the registered owners of the Notes by ordinary mail, and to notify DTC.

Section 3. The Finance Director is hereby authorized and directed to cause to be deposited in a separate fund such sum as is sufficient to pay all principal and interest on the redeemed Notes to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Notes in accordance with the Continuing Disclosure Certificate for the Notes.

Section 4. That the form of such notice be substantially as follows:

<u>NOTICE OF FULL REDEMPTION</u>

To the Holders of the
City of Storm Lake, State of Iowa
Sewer Revenue Capital Loan Notes
Series 2011
$680,000
<u>Dated August 1, 2011</u>

Notice is hereby given by UMB Bank, N.A. that the Bonds of the above referenced issue which mature on June 1, in the following years and amounts are called for redemption and prepayment on **<u>October 4, 2019</u>**:

Year	Amount	Interest Rate	Cusip No *	Bond No.
2021	$65,000	3.75%	86221DAK9	BOOK ENTRY
2024	$105,000	4.25%	86221DAN3	BOOK ENTRY
2028	$170,000	4.75%	86221DAS2	BOOK ENTRY
2031	$145,000	5.00%	86221DAV5	BOOK ENTRY

The Bonds will be redeemed at a price of 100% of their principal amount plus accrued interest to the date of redemption. Holders of such Bonds should present them for payment on or before said Redemption Date, on which date they will cease to bear interest:

<u>Registered/Certified Mail, Air Courier or In Person:</u> **UMB Bank, N.A., 1010408, Corporate Trust Bond Operations Department, 928 Grand, 4th Floor, Kansas City, MO 64106-2040**

Please DO NOT submit your securities for payment more than 30 days in advance of the redemption date. When inquiring about this redemption, please have the Bond number available. Customer Service can be reached at 800-416-6212.

Under the provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if a tax identification number is not properly certified. Bondholders who wish to avoid the application of these provisions should submit a completed IRS Form W-9 when presenting their Bonds.

This notice is given by order of the **City of Storm Lake, Iowa** pursuant to the terms of the resolution authorizing the redemption of these bonds, **dated September 4, 2019**.

By: UMB BANK, N.A., as Paying Agent

PASSED AND APPROVED this 3rd day of September, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

9/3/2019
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: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 22-R-2019-2020 Authorizing The Redemption Of Outstanding Sewer Revenue Capital Loan Notes, Series 2013B, Dated May 1, 2013**

BACKGROUND: The City, by resolution dated April 15, 2013, authorized the issuance of $6,035,000 Sewer Revenue Capital Loan Notes, which became redeemable on June 1st, 2018 or any date thereafter. Redeeming these Notes via previously approved Loan Agreement will be financially beneficial and current conditions will provide for the most future savings. It is advisable that $4,440,000 be so redeemed on October 4th, 2019.

FISCAL IMPACT: This redemption will reduce total debt and provide interest expense savings previously discussed.

RECOMMENDATION: Approve Resolution No. 22-R-2019-2020 redeeming the Series 2013B Notes

Staff Summary

9/3/2019
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: Keri Navratil, City Manager

SUBJECT: **Ordinance No. 01-O-2019-2020 Amending Chapter 9-11 Of Title IX Of The City Code Of The City Of Storm Lake, Iowa, Titled, "Stopping, Standing Or Parking," To Limit Parking On Parts Of Lake Avenue -Third And Final Reading**

BACKGROUND: The City Council of the City of Storm Lake, Iowa, is considering that parking should be prohibited by Ordinance on the east and west sides of Lake Avenue between Milwaukee Avenue and Railroad Street from 3:00 a.m. to 6:00 a.m. Central Time each day.

Public input on this proposed ordinance that would restrict parking on Lake Avenue was taken at a public hearing on August 5, 2019. No comments were received at the public hearing on August 5th, first reading of the ordinance on August 5th, or second reading of the ordinance on August 19th.

The proposed ordinance is attached.

FISCAL IMPACT: No Fiscal Impact

RECOMMENDATION: Move to approve on third and final reading Ordinance No. 01-O-2019-2020 amending Chapter 9-11 of Title IX of the City Code of the City of Storm Lake, Iowa, Titled, "Stopping, Standing or Parking," to limit parking on parts of Lake Avenue

~~First Reading: August 5, 2019~~
~~Second Reading: August 19, 2019~~
Third Reading: September 3, 2019

ATTACHMENTS:

	Description	Type
🗋	Ordinance NO. 01-O-2019-2020	Ordinance

ORDINANCE NO. 01-O-2019-2020

ORDINANCE AMENDING CHAPTER 9-11 OF TITLE IX OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED, “STOPPING, STANDING OR PARKING,” TO LIMIT PARKING ON PARTS OF LAKE AVENUE

WHEREAS, Section 9-11-1 of Chapter 9-11 of Title IX of the City Code of the City of Storm Lake, Iowa lists areas in the City of Storm Lake where parking is prohibited or limited;

WHEREAS, the City Council of the City of Storm Lake, Iowa, has now determined that parking should be prohibited by Ordinance on the east and west sides of Lake Avenue between Milwaukee Avenue and Railroad Street from 3:00 a.m. to 6:00 a.m. Central Time each day.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa as follows:

Section 1. Section 9-11-1, captioned “Parking Signs Required,” of Chapter 9-11 of Title IX of the City Code of the City of Storm Lake, Iowa, which chapter is captioned, “Stopping, Standing or Parking,” is amended by adding the following at the end of Section 9-11-1:

> The east and west sides of Lake Avenue between Milwaukee Avenue and Railroad Street from 3:00 a.m. to 6:00 a.m. Central Time each day.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be in effect following its passage, approval, and publication as provided by law.

Passed by the Council the 3rd day of September, 2019, and approved this 3rd day of September, 2019.

____
Michael Porsch, Mayor

ATTEST:

____
Mayra A. Martinez, City Clerk

I hereby certify that the foregoing was published as Ordinance No. 01-O-2019-2020 in the Storm Lake Times on the ____________ day of ____________________, 2019.

____

Mayra A. Martinez, City Clerk

Staff Summary

9/3/2019
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: Keri Navratil, City Manager

SUBJECT: **Motion To Approve Railroad Crossing Surface Repair Program Agreements For Oneida Street & Cayuga Street**

BACKGROUND: The CN Railroad will be resurfacing the crossings at Oneida Street & Cayuga Street.

Oneida Street
The CN Railroad will reconstruct 2 crossing of 108 total feet that include 60 feet of surface material through the traveled roadway and 48 feet of surface material through the shoulder or sidewalk area.

Cayuga Street
The Railroad will reconstruct 1 crossing of 72 total feet that include 42 feet of surface material through the traveled roadway and 30 feet of surface material through the shoulder or sidewalk area.

The City will be responsible for all signage, detours, upgrading the approach to ensure a smooth crossing, and any sidewalk upgrades to meet ADA requirements.
The project is scheduled to be completed within 18 months.

FISCAL IMPACT: The City's responsibility will be 20% of the cost, which is a budgeted expense using franchise fees.

RECOMMENDATION: Approve agreements

ATTACHMENTS:

	Description	Type
🗋	Cayuga Agreement	Contract
🗋	Oneida Agreement	Contract

State of Iowa
State - Aid

Grade Crossing Surface Repair Fund
Force Account Agreement
Chicago, Central & Pacific Railroad

Form 291308 (04-16)

Office of Rail Transportation
800 Lincoln Way, Ames, IA 50010

Railroad Crossing Location Information

County: Buena Vista

FRA No: 307505J

Location:

Cayuga Street
Street Name

Storm Lake
City Name

307505J43
Project Number

Contact Information

Highway Authority Contact: **Justin Yarosevich**

Office Phone No: (712) 732-8000 Email Address: justin@stormlake.org

Railroad Company Contact: **Nicholas Burwell**

Office Phone No: (319) 236-9205 Email Address: nicholas.burwell@cn.ca

Iowa DOT Program Manager: Kristopher Klop

Office Phone No: (515) 239-1108 Email Address: kristopher.klop@dot.iowa.gov

Iowa DOT Project Inspector: Travis Tinken

Office Phone No: (515) 290-5055 Email Address: Travis.tinken@dot.iowa.gov

THIS AGREEMENT, entered into pursuant to Iowa Code Ch. 327G and 761 Iowa Administrative Code, Chapter 821, is between Storm Lake, Iowa, hereinafter referred to as **HIGHWAY AUTHORITY**, and Chicago, Central & Pacific Railroad, hereinafter referred to as **COMPANY**, and Iowa Department of Transportation, hereinafter referred to as **DEPARTMENT**.

The HIGHWAY AUTHORITY and the COMPANY agree to repair the at-grade crossing located at Cayuga Street in Storm Lake, Iowa, and further agree as follows.

SECTION I. Work Statement and Performance. The COMPANY and the HIGHWAY AUTHORITY have determined the extent of the repair to be performed at this crossing, including railway, roadway approach modifications, and replacement of existing sidewalks and/or recreational trails. This repair shall conform to the COMPANY and HIGHWAY AUTHORITY Standards. The agreed work, generally described in the Work Statement identified as Exhibit "A" attached hereto and made part of this Agreement, is to be performed by COMPANY forces. In the absence of specific COMPANY standards that have been accepted by the DEPARTMENT, BNSF/Union Pacific Railroad common crossing standards shall be used as guidance. Current standards are at the following website and considered as part of this agreement: http://www.iowadot.gov/iowarail/pdfs/UP-BNSF%20road_xings%20Std.pdf

If the COMPANY chooses to utilize contract company forces to perform the work, the COMPANY must obtain detailed itemized bids for the work to be completed. The COMPANY must provide the bids to the DEPARTMENT and HIGHWAY AUTHORITY for review and approval. The DEPARTMENT and HIGHWAY AUTHORITY shall approve the bid prior to the contract company performing any repair work. In the event that a contract company is utilized by the COMPANY, Exhibit B of this document is in effect and must be followed.

The HIGHWAY AUTHORITY will be responsible to have existing sidewalk(s) and/or recreational trail(s) replaced by a contractor or their own forces, in accordance with the Americans with Disabilities Act (ADA) requirements. In the absence of specific HIGHWAY AUTHORITY standards that are acceptable to the COMPANY, the DEPARTMENT's Standard Road Plan MI-220 shall be used. As per Standard Road Plan MI-220, the detectable warning is to be installed **12'** from the edge of the nearest rail, and the sidewalk is a minimum width of **5'**. The project will include the cost of an additional two feet of sidewalk and/or recreational trail, or to the nearest sidewalk and/or recreational trail joint, whichever is less, beyond the detectable warning. Any additional new sidewalk and/or recreational trail beyond that point will be paid by the HIGHWAY AUTHORITY and is not part of this project. Truncated domes are the only detectable warnings allowed by ADA Accessibility Guidelines. Grooves, exposed aggregate, and other designs intended for use as detectable warning are too similar to pavement textures, cracks, and joints and are not considered equivalent facilitation, and do not comply with ADA requirements. Future maintenance of the sidewalk(s) and detectable warning device will be the responsibility of the HIGHWAY AUTHORITY.

If the HIGHWAY AUTHORITY chooses to utilize contract company forces to perform the sidewalk or recreational trail work referenced in the above paragraph, the HIGHWAY AUTHORITY must obtain detailed itemized bids for the work to be completed. The HIGHWAY AUTHORITY must provide the bids to the DEPARTMENT for review and approval. The DEPARTMENT shall approve

the bid prior to the contract company performing any repair work.
The HIGHWAY AUTHORITY will coordinate and have the approaches completed according to the Exhibit "A" of this agreement.

The HIGHWAY AUTHORITY will pay the contractor and submit a detailed invoice billing to the COMPANY for 100% of the approach costs, along with costs for the sidewalk, and/or recreational trail. Copies of the contractors' invoice(s) should be included with the HIGHWAY AUTHORITY's billing. The COMPANY will reimburse the HIGHWAY AUTHORITY at 100%. These costs will then be included in the final billing to the DEPARTMENT and HIGHWAY AUTHORITY.

If the HIGHWAY AUTHORITY chooses to place the approaches, sidewalk(s) and/or recreational trail(s) with their own forces, they will submit an itemized billing for 100% of their costs to the COMPANY. The COMPANY will reimburse the HIGHWAY AUTHORITY at 100%. These costs will then be included in the final billing to the DEPARTMENT and HIGHWAY AUTHORITY.

The COMPANY will have the asphalt contractor chosen by the HIGHWAY AUTHORITY place the underlayment in the track opening as per the UP/BNF specifications. The billing for all asphalt will be included in the invoice the contractor submits to the HIGHWAY AUTHORITY and handled the same as stated above.

SECTION II. <u>Cost Estimate.</u> The estimated cost of the project work is itemized on Exhibit "B" attached hereto, and made part of this Agreement. The DEPARTMENT shall not make total project payment exceeding 10% of the cost estimate provided by the COMPANY in the engineered estimate. Any accrued costs more than the 10% cap must be provided to the DEPARTMENT and HIGHWAY AUTHORITY for review and approval.

SECTION III. <u>Work Start and Completion.</u> The date this agreement is signed by the DEPARTMENT is the COMPANY's authorization to proceed with the work. The COMPANY shall begin the construction of the project as soon as possible after the date the DEPARTMENT signs this agreement and shall complete the project within 18 months. Costs incurred prior to the DEPARTMENT signing the agreement are not reimbursable under this Agreement. Cost incurred more than 18 months after the DEPARTMENT signs this agreement will not be reimbursed unless the COMPANY has requested in writing, **prior to expiration of the agreement,** and received from the DEPARTMENT a written extension of time for completion. The DEPARTMENT shall have complete discretion, and be the sole authority to grant or deny extensions. Costs incurred for work following the extension time will not be reimbursed.

SECTION IV. <u>Traffic Control.</u> The roadway will be closed during repair. Exhibit "A" describes specific closure conditions. The HIGHWAY AUTHORITY is responsible for the establishment and payment for traffic control (i.e.: barricades, signing, detours, detour damage, and runarounds).

The COMPANY shall advise the HIGHWAY AUTHORITY Contact Person: 1) a minimum of 60 days in advance of the approximate starting date to allow the HIGHWAY AUTHORITY to implement the detour; and 2) 14 days in advance of the actual starting date to allow the HIGHWAY AUTHORITY adequate time to provide and install appropriate signs on the detour.

SECTION V. <u>Work Notification.</u> The COMPANY shall notify the DEPARTMENT and the HIGHWAY AUTHORITY's Contact Person <u>no later than 14 days</u> prior to the start of its work at the crossing. The HIGHWAY AUTHORITY shall be given ample opportunity to document the materials, equipment, and labor required to complete the project. The DEPARTMENT and

HIGHWAY AUTHORITY shall have the right to inspect the project work at any time. <u>The HIGHWAY AUTHORITY shall perform on-site inspection of the project work each day.</u>

SECTION VI. <u>Project Completion.</u> After the COMPANY has completed the required work, the <u>COMPANY shall so notify the DEPARTMENT and the HIGHWAY AUTHORITY in writing or by email within 30 days of completion.</u> The DEPARTMENT shall arrange an inspection with the HIGHWAY AUTHORITY, and the COMPANY in order for all parties to determine whether the project work has been completed in accordance with the terms of this Agreement or Amendments thereto. Pavement markings and stop lines shall be placed by the HIGHWAY AUTHORITY as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways. If the existing traffic control devices at a multiple-track highway-rail grade crossing become improperly placed or inaccurate because of removal of some of the tracks, the existing devices shall be relocated and/or modified at COMPANY expense pursuant to the Manual on Uniform Traffic Control Devices, Part 8. If the roadway is widened or relocated, the existing devices shall be relocated and/or modified at HIGHWAY AUTHORITY expense pursuant to the Manual On Uniform Traffic Control Devices, Part 8. Relocation of the traffic control devices will be completed prior to removal of the detour. When the work has been completed in accordance with the Agreement, the COMPANY, DEPARTMENT, and the HIGHWAY AUTHORITY shall sign a Certificate of Completion and Acceptance form at the project site following final inspection.

SECTION VII. <u>Reimbursable Costs.</u> The COMPANY will keep an accurate and detailed account of actual and necessary reimbursable costs incurred under this Agreement. Replacement of existing sidewalk(s) and/or recreational trail(s), and subcontracted work costs shall be included in detail with the COMPANY billing. The cost of labor, material, all associated additives and subcontracted work costs are reimbursable, and shall be billed on a force account basis in accord with Title 23 Code of Federal Regulations, Part 140, Subpart I. Labor additives reimbursed are to be exclusive of indirect and overhead costs as elected by the DEPARTMENT and provided for by 23 CFR 140.907(a). The cost of preliminary project engineering, construction inspection, track inspection, relocation of existing signals, signal wires, and switches, or the construction of runarounds will not be eligible project reimbursable costs.

A copy of the Construction Sales Tax Exemption Certificate associated with this project, issued by the Iowa Department of Revenue, is attached to the Agreement. The STATE shall not be required to reimburse state sales or use tax incurred in any state. However, the STATE shall reimburse state sales or use tax incurred in any state other than Iowa, if all of the following conditions are satisfied:

1) COMPANY has submitted a written request for tax exemption to the state in which the materials for the project were purchased. This written request shall include a copy of the Construction Sales Tax Exemption Certificate attached to the Agreement;
2) The state in which the materials for the project were purchased by COMPANY has rejected the COMPANY'S request for tax exemption in writing;

3) COMPANY has provided to the STATE a copy of all documentation and correspondence relating to the COMPANY'S request for tax exemption and the other state's rejection of such request; and
4) the STATE determines that the documentation and correspondence relating to the COMPANY'S request for tax exemption and the other state's rejection of such request demonstrates that reasonable efforts were made by the COMPANY to seek an exemption from the applicable sales or use tax incurred in the other state.

SECTION VIII. Cost Sharing. The HIGHWAY AUTHORITY and COMPANY each shall pay twenty percent (20%) of the reimbursable costs defined in SECTION VII for work described in Exhibit "A". The DEPARTMENT will use the Grade Crossing Surface Repair Fund to reimburse the COMPANY for sixty percent (60%) of the total eligible costs for this project. The DEPARTMENT's CERTIFICATE OF AUDIT shall establish eligible reimbursable project costs.

SECTION IX. Progressive Payments. The COMPANY may submit accurate progressive bills to the DEPARTMENT for sixty percent (60%) of its material, labor and any subcontracted costs included in Exhibit "B", for each crossing location. The billing for material shall be for those materials that have been delivered to the project location or specifically purchased and delivered to the COMPANY for use on the project. The DEPARTMENT and HIGHWAY AUTHORITY may make progressive payments to the COMPANY for one-hundred percent (100%) of each party's billed participation, or the HIGHWAY AUTHORITY may elect to retain a percentage of their billed participation.

SECTION X. Final Billing. If applicable, the HIGHWAY AUTHORITY will submit a detailed billing to the COMPANY for the actual sidewalk and/or recreational trail replacement costs. Upon completion of the project the COMPANY shall submit an accurate final and complete, itemized, electronic billing. Final bill shall include a detailed summary of all incurred costs.

SECTION XI. Final Payment. The DEPARTMENT, upon receipt of the final bill and Certificate of Completion and Acceptance form, shall review, and forward the final bill to the DEPARTMENT'S Office of Audits for final audit. Reimbursement to the COMPANY shall be governed by the DEPARTMENT'S Certification of Audit. The DEPARTMENT shall make payment to the COMPANY equal to 60 percent (60%) of the final reimbursable amount, less previous payment. The COMPANY shall promptly reimburse the DEPARTMENT in the amount of any overpayments.

The HIGHWAY AUTHORITY shall make payment equal to 20 percent (20%) of the COMPANY final billing or the estimated cost noted on Exhibit "B" of the agreement, less previous payment, within 30 days of its receipt of the COMPANY final billing. In the event of overpayment by the HIGHWAY AUTHORITY as determined by the DEPARTMENT audit of COMPANY records, the COMPANY shall pay the HIGHWAY AUTHORITY the amount of overpayment within 30 days of its receipt of the DEPARTMENT final audit.

SECTION XII. Maintenance and Abandonment. Upon completion of the project, the COMPANY shall maintain the crossing surface to provide a safe and sufficient crossing for vehicular travel. If the track is removed from both sides of the crossing, the COMPANY shall remove the surface material, rail and cross ties from the crossing and shall restore the roadway void to the satisfaction of the HIGHWAY AUTHORITY, all at COMPANY expense. If the existing traffic control devices at a multiple-track highway-rail grade crossing become improperly placed or inaccurate because of removal of some of the tracks, the existing devices shall be relocated and/or modified at COMPANY expense pursuant to the Manual on Uniform Traffic Control Devices, Part 8. Future maintenance of the sidewalk(s) and detectable warning device will not be the responsibility of the COMPANY.

SECTION XIII. Standard Title VI Assurances. The COMPANY shall comply with all applicable DEPARTMENT and Federal laws, rules (including the administrative rules adopted by the DEPARTMENT for the IPPP Program - 761 Iowa Administrative Code, chapter 201), ordinances, regulations, and orders. The COMPANY, and all agents of the COMPANY that participate in the project, shall also comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 - to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the DEPARTMENT.

SECTION XIV. Successor and Assigns. This agreement shall be binding upon all successors or assigns. The COMPANY shall provide written notice to the HIGHWAY AUTHORITY and the DEPARTMENT of any assignment of this Agreement.

SECTION XV. Project Contact Persons. All notices and communications essential to complete the work required by this Agreement shall be made to the Contact Persons and the DEPARTMENT specified on the cover page of this Agreement.

SECTION XVI. Integration and Amendment. This Agreement and its exhibits constitute the entire Agreement between the DEPARTMENT, the COMPANY, and the HIGHWAY AUTHORITY concerning this project. If the DEPARTMENT determines a substantial change is to be made in the project work described in Exhibit "A", the DEPARTMENT will furnish the written approval of the change.

SECTION XVII. Termination Due to Lack of Funds.

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following: 1. The federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3. If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified. The DEPARTMENT shall provide the HIGHWAY AUTHORITY and COMPANY with written notice of termination pursuant to this section. The DEPARTMENT will pay the COMPANY for the DEPARTMENT share of the non-cancelable obligations allowable under the Agreement and properly incurred by the COMPANY prior to termination.

FRA No: 307503V

SECTION XVIII. Merged Documents. This agreement may be executed and delivered in three or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

SECTION XIX. Agreement Execution. IN WITNESS WHEREOF the COMPANY, the HIGHWAY AUTHORITY and the
DEPARTMENT hereto have caused this Agreement to be executed by their duly authorized officers as of the dates indicated below.

Executed by the COMPANY — Chicago, Central & Pacific Railroad

By: ______________________ July 17 2019

Name — Date

Executed by the HIGHWAY AUTHORITY — Storm Lake, Iowa

By: ______________________ ______________

Name — Date

Executed by the DEPARTMENT this — Iowa Department of Transportation

By: ______________________ ______________

Stuart Anderson, Director
Office of Rail Transportation — Date

Iowa Department of Transportation
Form 040016 (04-11)

EXHIBIT "A" - WORK STATEMENT

Iowa Grade Crossing Surface Repair Fund and Federal-Aid Rail/Highway Crossing Surface Repair

County: Buena Vista Meeting Date: 12/20/2018

FRA No.: 307505J Highway Authority: Storm Lake

RR Company: CN

Location: Cayuga Street (Street Name) Storm Lake (City Name)

1. **Crossing(s) Reconstructed**
   A. COMPANY will reconstruct 1 crossings of 72 total feet that include 42 feet of Rubber surface material through the traveled roadway and 30 feet of Rubber surface material through the shoulder or sidewalk area. As a minimum, the crossing must extend beyond the edge of the traveled roadway and through the shoulder if not curbed.
   B. Existing rail weight through crossing(s)

2. **Traffic Controls** *(check below)*
   ☐ A highway runaround will be constructed to permit two-lane traffic during repair.
   ☒ The highway will be closed for 5 days during repair.

NOTE: The HIGHWAY AUTHORITY is responsible for placement and cost of barricades, signing, detours, detour damage, and runarounds.

   A. The COMPANY shall advise the HIGHWAY AUTHORITY Contact Person:
      1). A minimum of sixty (60) days in advance of the approximate starting date to allow the HIGHWAY AUTHORITY to implement the detour.
      2). Fourteen (14) days in advance of the actual starting date to allow the HIGHWAY AUTHORITY adequate time to provide and install appropriate signs on the detour.

   The COMPANY shall advise the STATE PROJECT INSPECTOR fourteen (14) days in advance of the actual starting date.

3. **Track Elevation Relative to Existing Road Pavements** *(check below:)*
   ☐ Tracks will be constructed to meet existing road grade.
   ☐ Roadway will be reconstructed to meet a proposed new track grade *(roadway work is not covered by this Agreement.)*
   ☒ Tracks will be elevated inches above the adjacent roadway requiring a taper *(complete item 4A and 4B.)*

   In any event, the parties agree to provide a smooth crossing.

4. **Roadway Work** -- Must be sufficient to provide a smooth crossing. HIGHWAY AUTHORITY will coordinate and have approaches completed. Invoices will be sent to the COMPANY to be included in project costs.
   A. Taper Length *(estimated)*
      A 60 foot taper on the NORTH side of the crossing and a 35 foot taper on the South side of the crossing, requires 60 of HMA material *(estimated)*. Taper length should not exceed 25 feet for each inch of track raise.

      This work will be completed by *(mark with an X)*:
      ☐ HIGHWAY AUTHORITY forces
      ☒ HIGHWAY AUTHORITY'S contractor

FRA No.: 307505J

B. Track Opening in the Roadway *(mark with an X)*

☐ Existing track opening will be maintained.

☒ Track opening of 21 feet will be required involving the following described roadway modifications. Est. HMA tonnage

This work will be completed by *(mark with an X)*:

☐ COMPANY forces	☐ HIGHWAY AUTHORITY forces
☒ COMPANY contractor	☐ HIGHWAY AUTHORITY'S contractor

5. **Existing Sidewalk(s) and/or Recreational Trail replacement by HIGHWAY AUTHORITY**

The quadrants requiring upgrades to meet ADA requirements *(mark with an X)*:

Sidewalk (5' width required)				* Rec Trail (10' width)			
☒ NE	16 *(feet)*	☒ SE	16 *(feet)*	☐ NE	*(feet)*	☐ SE	*(feet)*
☒ NW	16 *(feet)*	☒ SW	16 *(feet)*	☐ NW	*(feet)*	☐ SE	*(feet)*

* Recreational trail footage will be doubled because we use the sidewalk 5' width cost for reimbursement.

This work will be completed by *(mark with an X)*.

☐ HIGHWAY AUTHORITY forces

☒ HIGHWAY AUTHORITY's contractor

6. **Crossing(s) Permanently Retired and Removed**

A. COMPANY will retire and remove crossing(s).

B. Voids in pavement will be filled with material requiring *(units)*.

This work will be completed by *(mark with an X)*.

☐ COMPANY forces	☐ HIGHWAY AUTHORITY forces
☐ COMPANY'S contractor	☐ HIGHWAY AUTHORITY's contractor

7. **Drainage** *(mark with an X)*

A. ☐ Present drainage is adequate.

B. ☐ Drainage work required. Specify work to include materials and outlet.

C. ☒ Clean all four (4) quadrants for good surface drainage.

8. **Additional Construction and Traffic Control Conditions; i.e., Road Closure Limitations** - Construction at this crossing included with this project, and not described above. Only ACC or PCC will be placed one (1) foot from the **railroad surface material.**

The RR has removed a side track in the past and never moved cantilevers and gates up to single track per MUTCD. They have agreed to place a curb section in SE quadrant for roughly 30' designating a two lane roadway allowing us to only place back signal lights and gates removing cantilevers from both sides. The current cantilever and gates in SE quad only covers outside shoulder and wheel track, they do not meet MUTCD due to shoulder widening. This would improve visibility and direct flow of traffic. The signal lights and gates in the NW quad will be moved in towards road as well being placed off two lane roadway edge per MUTCD. This will decrease surface footage by 15' on west side.

9. **Attendees**

The following attendees agree on all items of this work statement. This work statement will be included as part of the executed agreement.

Railroad Representative:

Nick Burwell

Name

Highway Authority Representative:

Kari Navitel

Name

State Project Manager:

Travis Tinken
515-239-1876 (office phone)
515-290-5055 (cell phone)

Additional Attendees:

IOWA
Department of Revenue
www.iowa.gov/tax

Designated Exempt Entity Iowa Construction Sales Tax Exemption Certificate and Authorization Letter

This document may be completed by a designated exempt entity and given to their contractor and/or subcontractor. *Seller:* Keep this certificate in your files. *Contractor/Exempt Entity:* Keep a copy of this certificate for your records. **Do not send this to the Department of Revenue**

Designated Exempt Entity **Iowa Department of Transportation**		
Address 1 **800 Lincoln Way**		
Address 2		
City **Ames**	State **IA**	Zip Code **50010 0000**
Construction Project Name **Surface Crossing Repair 307505J**		
Construction Project Number (if used) **307505J43.**		

General Contractor or Subcontractor Name **Chicago, Central & Pacific Railway Company**		
Address 1 **17641 S Ashland Ave.**		
Address 2		
City **Homewood, IL**	State **IL**	Zip Code **60430**
Type of Work **General Contractor**		

Description of contract/subcontract
Highway-Rail Crossing Repair

The named contractor/subcontractor may purchase building materials used in the contract, exempt from sales tax. This exemption does NOT apply to materials, equipment and supplies consumed by the contractor or subcontractor that are not incorporated into the real property being constructed.

Designated Exempt Entity Authorized Agent: Cheryl McWilliams Date: 12/27/18

Authorization Letter From Iowa Department of Transportation

CONTRACTORS/SUBCONTRACTORS: A copy of this document must be presented to your supplier(s) prior to purchasing your building materials.

Pursuant to Iowa Code Section 423.3(80), you are authorized to purchase building materials tax free for the contract specified above.

The exemption certificate (or a copy of the certificate) may be provided to the suppliers of your building materials and will authorize them to sell you the materials exempt from Iowa sales tax and any applicable local option sales tax. Complete information on qualifying materials can be found at www.iowa.gov/tax, the Iowa Department of Revenue (IDR) Web site.

It is your responsibility to have records identifying the materials purchased and verifying they were used on this project. Any materials purchased tax-free and not used on this construction project are subject to sales and applicable local option tax. Should this occur, the tax must be paid directly by you to IDR in the same calendar quarter the project is completed. E-mail the department at: idr@iowa.gov if you have questions on this requirement.

Contractors should be aware that use of the certificate to claim exemption from tax for items not used on this project or that do not qualify for exemption could result in civil or criminal penalties.

31-013 (12/10/02)

Operations Special Capital Project Estimate

Southern Region

Design and Construction
Homewood, IL

NEW RUBBER @ CAYUGA ST CROSSING DOT# 307505J

Location:	STORM LAKE
Company Name:	Chicago, Central & Pacific Railroad Company
Subdivision Name:	CHEROKEE
Mile Post:	428.27
State:	IA
Survey Network Number:	
Track Network Number:	M-1206.002
Signal Network Number:	
Buy American Certification Required?	No
Agency:	Iowa MOW DOT
Labor Additive Type:	Agency/CN Approved

Labor	$71,198
Material	$51,852
Other	$164,507
Total Capital Cost	$287,557
PW Material	$0
Donation	-$230,046
TOTAL PROJECT COST	$57,511

Created By:	
Revised By:	NW Burwell
Created Date:	
Date Revised:	March 1, 2019
Status:	

Description	GANG SIZE	DAYS	MANDAYS	PRICE	TOTAL
LABOR					
Unload/Distribute Material	5	1	5	$330	$1,650
Construct Track	8	1	8	$330	$2,640
Surfacing	3	2	6	$330	$1,980
Welding	2	4	8	$330	$2,640
Install Crossings	7	1	7	$330	$2,310
S&C Labor	8	5	40	$330	$13,200
Remove Crossings	5	1	5	$330	$1,650
TOTAL DIRECT LABOR		MD:	79		$26,070

Description	TOTAL
MATERIAL	
New Rail	$5,242
Field Welding	$1,169
Track Spikes	$3,368
Rail Anchors	$948
Tie Plates	$5,507
Minor OTM	$2,952
Switch Ties	$6,428
Ballast	$3,367
Crossing Materials	$19,182
Signal & Communications Material	$1,219
Subtotal New / Capitalized Material	$49,382
TOTAL DIRECT MATERIAL	$49,382

Description		UM	QTY	PRICE	TOTAL
OTHER					
Engineering					
	Total Engineering				$0
Real Estate					
	Total Real Estate				$0
Grading					
	Total Grading				$0
Contractor Track Construction					
	Holland Flash Butt Welds	EA	2	$395	$790
	Install Pavement	TON	175	$258	$45,150
	Remove Pavement	TON	175	$31	$5,425
	Mobilization/removal/install track panel/remove cantilever structures by contractor	LS	1	$28,000.00	$28,000
	Total Contractor Track Construction				$79,365
Utilities					
	Total Utilities				$0
Signal and Communications					
	install 2 signals masts and relocate lights/gates off cantilevers/remove cantilever structures	LS	1	$56,000.00	$56,000

Southern Region

Operations Special Capital Project Estimate

Design and Construction
Homewood, IL

NEW RUBBER @ CAYUGA ST CROSSING DOT# 307505J

	Total Signal and Communications					$56,000
Bridge & Structures						
	Total Bridge & Structures					$0
Hauling/Disposal						
	Offsite Disposal of Debris	LS	1	$3,000		$3,000
	Total Hauling/Disposal					$3,000
Miscellaneous						
	Contingency	SUM	10%	$261,415		$26,142
	Total Miscellaneous					$26,142
TOTAL OTHER						$164,507

Description	UM	QTY	PRICE	TOTAL
ADDITIVES				
Labor Capitalized Surcharges	USD	$26,070	173.10%	$45,128
Material Capitalized Surcharges	USD	$49,382	5.00%	$2,470
TOTAL ADDITIVES				$47,598

DONATION	Amount	TOTAL
Donation	$230,046	-$230,046
TOTAL DONATION		-$230,046

TOTAL CAPITAL COST	$287,557
TOTAL NON-CAPITALIZED COST (PW MATERIALS)	$0
TOTAL DONATION	-$230,046
TOTAL PROJECT COST	$57,511

MATERIAL FORECAST FOR:

Material Description	State Tax	UM	QTY	Unit Price	Total
NEW RAIL					
RAIL 115 LB ALL MANUF/METAL/PROCESS	6.00%	FT	240	$20.60	$5,242
				TOTAL NEW RAIL	$5,242
FIELD WELDING					
THERMITE KIT 115 #	6.00%	EA	8	$91.82	$779
THERMITE KIT 100 #	6.00%	EA	4	$91.82	$390
				TOTAL FIELD WELDING	$1,169
TRACK SPIKES					
SPIKE TRACK 5/8IN X 6IN AREMA 60 PER CAN	6.00%	CAN	8	$46.20	$392
Screw, Spike, Evergrip(TM), PLTZ, 15/16" x 6-1/2"	6.00%	EA	640	$2.32	$1,574
Clip, Pandrol, E2055, Galvn,	6.00%	EA	325	$4.07	$1,402
				TOTAL TRACK SPIKES	$3,368
RAIL ANCHORS					
ANCHOR RAIL 115# HD OVR DRV STOP TS1313	6.00%	EA	500	$1.79	$948
				TOTAL RAIL ANCHORS	$948
TIE PLATES					
PLATE TIE CAST 16IN-5 1/2IN BASE CLEATED	6.00%	EA	156	$33.30	$5,507
				TOTAL TIE PLATES	$5,507
MINOR OTM					
RAIL TRANSITION 115# 19'6" OR 20' TS1110	6.00%	EA	4	$696.04	$2,952
				TOTAL MINOR OTM	$2,952
SWITCH TIES					
TIE SWITCH 6" / 7" HWD TRTD 10 FT LNGTH	6.00%	EA	78	$77.74	$6,428
				TOTAL SWITCH TIES	$6,428
BALLAST					
BALLAST - MAINLINE IOWA ZONE	6.00%	TN	160	$19.85	$3,367
				TOTAL BALLAST	$3,367
CROSSING MATERIALS					
CROSSING RECYCLED RUBBER 115# 10' TIES	6.00%	EA	72	$244.13	$18,633
DEFLECTOR PLATE SET	6.00%	EA	1	$517.23	$549
				TOTAL CROSSING MATERIALS	$19,182
Signals & Communications Materials					

NEW RUBBER @ CAYUGA ST CROSSING DOT# 307505J

S&C MATERIALS (Per S&C Dept Estimate)	6.00%	LS	1	$1,150.00	$1,219
				TOTAL SIGNAL & COMMUNICATIONS	$1,219
V.4.5				TOTAL MATERIAL	$49,382

Form 291308 (04-16)

Office of Rail Transportation
800 Lincoln Way, Ames, IA 50010

State of Iowa
State - Aid
Grade Crossing Surface Repair Fund
Force Account Agreement
Chicago, Central & Pacific Railroad

Railroad Crossing Location Information

County Buena Vista FRA No: 307503V

Location:

Oneida Street
Street Name

Storm Lake
City Name

307503V44
Project Number

Contact Information

Highway Authority Contact: **Justin Yarosevich**

Office Phone No: (712) 732-8000 Email Address: justin@stormlake.org

Railroad Company Contact: **Nicholas Burwell**

Office Phone No: (319) 236-9205 Email Address: nicholas.burwell@cn.ca

Iowa DOT Program Manager: Kristopher Klop

Office Phone No: (515) 239-1108 Email Address: kristopher.klop@dot.iowa.gov

Iowa DOT Project Inspector: Travis Tinken

Office Phone No: (515) 290-5055 Email Address: Travis.tinken@dot.iowa.gov

THIS AGREEMENT, entered into pursuant to Iowa Code Ch. 327G and 761 Iowa Administrative Code, Chapter 821, is between Storm Lake, Iowa, hereinafter referred to as **HIGHWAY AUTHORITY**, and Chicago, Central & Pacific Railroad, hereinafter referred to as **COMPANY**, and Iowa Department of Transportation, hereinafter referred to as **DEPARTMENT**.

The HIGHWAY AUTHORITY and the COMPANY agree to repair the at-grade crossing located at Oneida Street in Storm Lake, Iowa, and further agree as follows.

SECTION I. __Work Statement and Performance.__ The COMPANY and the HIGHWAY AUTHORITY have determined the extent of the repair to be performed at this crossing, including railway, roadway approach modifications, and replacement of existing sidewalks and/or recreational trails. This repair shall conform to the COMPANY and HIGHWAY AUTHORITY Standards. The agreed work, generally described in the Work Statement identified as Exhibit "A" attached hereto and made part of this Agreement, is to be performed by COMPANY forces. In the absence of specific COMPANY standards that have been accepted by the DEPARTMENT, BNSF/Union Pacific Railroad common crossing standards shall be used as guidance. Current standards are at the following website and considered as part of this agreement: http://www.iowadot.gov/iowarail/pdfs/UP-BNSF%20road_xings%20Std.pdf

If the COMPANY chooses to utilize contract company forces to perform the work, the COMPANY must obtain detailed itemized bids for the work to be completed. The COMPANY must provide the bids to the DEPARTMENT and HIGHWAY AUTHORITY for review and approval. The DEPARTMENT and HIGHWAY AUTHORITY shall approve the bid prior to the contract company performing any repair work. In the event that a contract company is utilized by the COMPANY, Exhibit B of this document is in effect and must be followed.

The HIGHWAY AUTHORITY will be responsible to have existing sidewalk(s) and/or recreational trail(s) replaced by a contractor or their own forces, in accordance with the Americans with Disabilities Act (ADA) requirements. In the absence of specific HIGHWAY AUTHORITY standards that are acceptable to the COMPANY, the DEPARTMENT's Standard Road Plan MI-220 shall be used. As per Standard Road Plan MI-220, the detectable warning is to be installed **12'** from the edge of the nearest rail, and the sidewalk is a minimum width of **5'**. The project will include the cost of an additional two feet of sidewalk and/or recreational trail, or to the nearest sidewalk and/or recreational trail joint, whichever is less, beyond the detectable warning. Any additional new sidewalk and/or recreational trail beyond that point will be paid by the HIGHWAY AUTHORITY and is not part of this project. Truncated domes are the only detectable warnings allowed by ADA Accessibility Guidelines. Grooves, exposed aggregate, and other designs intended for use as detectable warning are too similar to pavement textures, cracks, and joints and are not considered equivalent facilitation, and do not comply with ADA requirements. Future maintenance of the sidewalk(s) and detectable warning device will be the responsibility of the HIGHWAY AUTHORITY.

If the HIGHWAY AUTHORITY chooses to utilize contract company forces to perform the sidewalk or recreational trail work referenced in the above paragraph, the HIGHWAY AUTHORITY must obtain detailed itemized bids for the work to be completed. The HIGHWAY AUTHORITY must provide the bids to the DEPARTMENT for review and approval. The DEPARTMENT shall approve

the bid prior to the contract company performing any repair work.
The HIGHWAY AUTHORITY will coordinate and have the approaches completed according to the Exhibit “A” of this agreement.

The HIGHWAY AUTHORITY will pay the contractor and submit a detailed invoice billing to the COMPANY for 100% of the approach costs, along with costs for the sidewalk, and/or recreational trail. Copies of the contractors’ invoice(s) should be included with the HIGHWAY AUTHORITY's billing. The COMPANY will reimburse the HIGHWAY AUTHORITY at 100%. These costs will then be included in the final billing to the DEPARTMENT and HIGHWAY AUTHORITY.

If the HIGHWAY AUTHORITY chooses to place the approaches, sidewalk(s) and/or recreational trail(s) with their own forces, they will submit an itemized billing for 100% of their costs to the COMPANY. The COMPANY will reimburse the HIGHWAY AUTHORITY at 100%. These costs will then be included in the final billing to the DEPARTMENT and HIGHWAY AUTHORITY.

The COMPANY will have the asphalt contractor chosen by the HIGHWAY AUTHORITY place the underlayment in the track opening as per the UP/BNF specifications. The billing for all asphalt will be included in the invoice the contractor submits to the HIGHWAY AUTHORITY and handled the same as stated above.

SECTION II. <u>Cost Estimate.</u> The estimated cost of the project work is itemized on Exhibit “B” attached hereto, and made part of this Agreement. The DEPARTMENT shall not make total project payment exceeding 10% of the cost estimate provided by the COMPANY in the engineered estimate. Any accrued costs more than the 10% cap must be provided to the DEPARTMENT and HIGHWAY AUTHORITY for review and approval.

SECTION III. <u>Work Start and Completion.</u> The date this agreement is signed by the DEPARTMENT is the COMPANY's authorization to proceed with the work. The COMPANY shall begin the construction of the project as soon as possible after the date the DEPARTMENT signs this agreement and shall complete the project within 18 months. Costs incurred prior to the DEPARTMENT signing the agreement are not reimbursable under this Agreement. Cost incurred more than 18 months after the DEPARTMENT signs this agreement will not be reimbursed unless the COMPANY has requested in writing, **prior to expiration of the agreement,** and received from the DEPARTMENT a written extension of time for completion. The DEPARTMENT shall have complete discretion, and be the sole authority to grant or deny extensions. Costs incurred for work following the extension time will not be reimbursed.

SECTION IV. <u>Traffic Control.</u> The roadway will be closed during repair. Exhibit “A” describes specific closure conditions. The HIGHWAY AUTHORITY is responsible for the establishment and payment for traffic control (i.e.: barricades, signing, detours, detour damage, and runarounds).

The COMPANY shall advise the HIGHWAY AUTHORITY Contact Person: 1) a minimum of 60 days in advance of the approximate starting date to allow the HIGHWAY AUTHORITY to implement the detour; and 2) 14 days in advance of the actual starting date to allow the HIGHWAY AUTHORITY adequate time to provide and install appropriate signs on the detour.

SECTION V. Work Notification. The COMPANY shall notify the DEPARTMENT and the HIGHWAY AUTHORITY's Contact Person no later than 14 days prior to the start of its work at the crossing. The HIGHWAY AUTHORITY shall be given ample opportunity to document the materials, equipment, and labor required to complete the project. The DEPARTMENT and

HIGHWAY AUTHORITY shall have the right to inspect the project work at any time. The HIGHWAY AUTHORITY shall perform on-site inspection of the project work each day.

SECTION VI. Project Completion. After the COMPANY has completed the required work, the COMPANY shall so notify the DEPARTMENT and the HIGHWAY AUTHORITY in writing or by email within 30 days of completion. The DEPARTMENT shall arrange an inspection with the HIGHWAY AUTHORITY, and the COMPANY in order for all parties to determine whether the project work has been completed in accordance with the terms of this Agreement or Amendments thereto. Pavement markings and stop lines shall be placed by the HIGHWAY AUTHORITY as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways. If the existing traffic control devices at a multiple-track highway-rail grade crossing become improperly placed or inaccurate because of removal of some of the tracks, the existing devices shall be relocated and/or modified at COMPANY expense pursuant to the Manual on Uniform Traffic Control Devices, Part 8. If the roadway is widened or relocated, the existing devices shall be relocated and/or modified at HIGHWAY AUTHORITY expense pursuant to the Manual On Uniform Traffic Control Devices, Part 8. Relocation of the traffic control devices will be completed prior to removal of the detour. When the work has been completed in accordance with the Agreement, the COMPANY, DEPARTMENT, and the HIGHWAY AUTHORITY shall sign a Certificate of Completion and Acceptance form at the project site following final inspection.

SECTION VII. Reimbursable Costs. The COMPANY will keep an accurate and detailed account of actual and necessary reimbursable costs incurred under this Agreement. Replacement of existing sidewalk(s) and/or recreational trail(s), and subcontracted work costs shall be included in detail with the COMPANY billing. The cost of labor, material, all associated additives and subcontracted work costs are reimbursable, and shall be billed on a force account basis in accord with Title 23 Code of Federal Regulations, Part 140, Subpart I. Labor additives reimbursed are to be exclusive of indirect and overhead costs as elected by the DEPARTMENT and provided for by 23 CFR 140.907(a). The cost of preliminary project engineering, construction inspection, track inspection, relocation of existing signals, signal wires, and switches, or the construction of runarounds will not be eligible project reimbursable costs.

A copy of the Construction Sales Tax Exemption Certificate associated with this project, issued by the Iowa Department of Revenue, is attached to the Agreement. The STATE shall not be required to reimburse state sales or use tax incurred in any state. However, the STATE shall reimburse state sales or use tax incurred in any state other than Iowa, if all of the following conditions are satisfied:

1) COMPANY has submitted a written request for tax exemption to the state in which the materials for the project were purchased. This written request shall include a copy of the Construction Sales Tax Exemption Certificate attached to the Agreement;

2) The state in which the materials for the project were purchased by COMPANY has rejected the COMPANY'S request for tax exemption in writing;

3) COMPANY has provided to the STATE a copy of all documentation and correspondence relating to the COMPANY'S request for tax exemption and the other state's rejection of such request; and
4) the STATE determines that the documentation and correspondence relating to the COMPANY'S request for tax exemption and the other state's rejection of such request demonstrates that reasonable efforts were made by the COMPANY to seek an exemption from the applicable sales or use tax incurred in the other state.

SECTION VIII. Cost Sharing. The HIGHWAY AUTHORITY and COMPANY each shall pay twenty percent (20%) of the reimbursable costs defined in SECTION VII for work described in Exhibit "A". The DEPARTMENT will use the Grade Crossing Surface Repair Fund to reimburse the COMPANY for sixty percent (60%) of the total eligible costs for this project. The DEPARTMENT's CERTIFICATE OF AUDIT shall establish eligible reimbursable project costs.

SECTION IX. Progressive Payments. The COMPANY may submit accurate progressive bills to the DEPARTMENT for sixty percent (60%) of its material, labor and any subcontracted costs included in Exhibit "B", for each crossing location. The billing for material shall be for those materials that have been delivered to the project location or specifically purchased and delivered to the COMPANY for use on the project. The DEPARTMENT and HIGHWAY AUTHORITY may make progressive payments to the COMPANY for one-hundred percent (100%) of each party's billed participation, or the HIGHWAY AUTHORITY may elect to retain a percentage of their billed participation.

SECTION X. Final Billing. If applicable, the HIGHWAY AUTHORITY will submit a detailed billing to the COMPANY for the actual sidewalk and/or recreational trail replacement costs. Upon completion of the project the COMPANY shall submit an accurate final and complete, itemized, electronic billing. Final bill shall include a detailed summary of all incurred costs.

SECTION XI. Final Payment. The DEPARTMENT, upon receipt of the final bill and Certificate of Completion and Acceptance form, shall review, and forward the final bill to the DEPARTMENT'S Office of Audits for final audit. Reimbursement to the COMPANY shall be governed by the DEPARTMENT'S Certification of Audit. The DEPARTMENT shall make payment to the COMPANY equal to 60 percent (60%) of the final reimbursable amount, less previous payment. The COMPANY shall promptly reimburse the DEPARTMENT in the amount of any overpayments.

The HIGHWAY AUTHORITY shall make payment equal to 20 percent (20%) of the COMPANY final billing or the estimated cost noted on Exhibit "B" of the agreement, less previous payment, within 30 days of its receipt of the COMPANY final billing. In the event of overpayment by the HIGHWAY AUTHORITY as determined by the DEPARTMENT audit of COMPANY records, the COMPANY shall pay the HIGHWAY AUTHORITY the amount of overpayment within 30 days of its receipt of the DEPARTMENT final audit.

SECTION XII. Maintenance and Abandonment. Upon completion of the project, the COMPANY shall maintain the crossing surface to provide a safe and sufficient crossing for vehicular travel. If the track is removed from both sides of the crossing, the COMPANY shall remove the surface material, rail and cross ties from the crossing and shall restore the roadway void to the satisfaction of the HIGHWAY AUTHORITY, all at COMPANY expense. If the existing traffic control devices at a multiple-track highway-rail grade crossing become improperly placed or inaccurate because of removal of some of the tracks, the existing devices shall be relocated and/or modified at COMPANY expense pursuant to the Manual on Uniform Traffic Control Devices, Part 8. Future maintenance of the sidewalk(s) and detectable warning device will not be the responsibility of the COMPANY.

SECTION XIII. Standard Title VI Assurances. The COMPANY shall comply with all applicable DEPARTMENT and Federal laws, rules (including the administrative rules adopted by the DEPARTMENT for the IPPP Program - 761 Iowa Administrative Code, chapter 201), ordinances, regulations, and orders. The COMPANY, and all agents of the COMPANY that participate in the project, shall also comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 - to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the DEPARTMENT.

SECTION XIV. Successor and Assigns. This agreement shall be binding upon all successors or assigns. The COMPANY shall provide written notice to the HIGHWAY AUTHORITY and the DEPARTMENT of any assignment of this Agreement.

SECTION XV. Project Contact Persons. All notices and communications essential to complete the work required by this Agreement shall be made to the Contact Persons and the DEPARTMENT specified on the cover page of this Agreement.

SECTION XVI. Integration and Amendment. This Agreement and its exhibits constitute the entire Agreement between the DEPARTMENT, the COMPANY, and the HIGHWAY AUTHORITY concerning this project. If the DEPARTMENT determines a substantial change is to be made in the project work described in Exhibit "A", the DEPARTMENT will furnish the written approval of the change.

SECTION XVII. Termination Due to Lack of Funds. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following: 1. The federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3. If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified. The DEPARTMENT shall provide the HIGHWAY AUTHORITY and COMPANY with written notice of termination pursuant to this section. The DEPARTMENT will pay the COMPANY for the DEPARTMENT share of the non-cancelable obligations allowable under the Agreement and properly incurred by the

COMPANY prior to termination.

SECTION XVIII. Merged Documents. This agreement may be executed and delivered in three or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

SECTION XIX. Agreement Execution. IN WITNESS WHEREOF the COMPANY, the HIGHWAY AUTHORITY and the DEPARTMENT hereto have caused this Agreement to be executed by their duly authorized officers as of the dates indicated below.

Executed by the COMPANY	Chicago, Central & Pacific Railroad
By:	July 17, 2019
Name	Date

Executed by the HIGHWAY AUTHORITY	Storm Lake, Iowa
By:	
Name	Date

Executed by the DEPARTMENT this	Iowa Department of Transportation
By:	
Stuart Anderson, Director Office of Rail Transportation	Date

Iowa Department of Transportation
Form 040016 (04-11)

EXHIBIT "A" - WORK STATEMENT

Iowa Grade Crossing Surface Repair Fund and Federal-Aid Rail/Highway Crossing Surface Repair

County Buena Vista Meeting Date: 12/20/2018

FRA No.: 307503V Highway Authority Storm Lake

RR Company: CN

Location: Oneida Street (Street Name) Storm Lake (City Name)

1. **Crossing(s) Reconstructed**
   A. COMPANY will reconstruct 2 crossings of 108 total feet that include 60 feet of Rubber surface material through the traveled roadway and 48 feet of Rubber surface material through the shoulder or sidewalk area. As a minimum, the crossing must extend beyond the edge of the traveled roadway and through the shoulder if not curbed.
   B. Existing rail weight through crossing(s) 115

2. **Traffic Controls** *(check below)*
   ☐ A highway runaround will be constructed to permit two-lane traffic during repair.
   ☒ The highway will be closed for 7 days during repair.

NOTE: The HIGHWAY AUTHORITY is responsible for placement and cost of barricades, signing, detours, detour damage, and runarounds.

   A. The COMPANY shall advise the HIGHWAY AUTHORITY Contact Person:
      1). A minimum of sixty (60) days in advance of the approximate starting date to allow the HIGHWAY AUTHORITY to implement the detour.
      2). Fourteen (14) days in advance of the actual starting date to allow the HIGHWAY AUTHORITY adequate time to provide and install appropriate signs on the detour.

   The COMPANY shall advise the STATE PROJECT INSPECTOR fourteen (14) days in advance of the actual starting date.

3. **Track Elevation Relative to Existing Road Pavements** *(check below:)*
   ☐ Tracks will be constructed to meet existing road grade.
   ☐ Roadway will be reconstructed to meet a proposed new track grade *(roadway work is not covered by this Agreement.)*
   ☒ Tracks will be elevated 1 inches above the adjacent roadway requiring a taper *(complete item 4A and 4B.)*

   In any event, the parties agree to provide a smooth crossing.

4. **Roadway Work** -- Must be sufficient to provide a smooth crossing. HIGHWAY AUTHORITY will coordinate and have approaches completed. Invoices will be sent to the COMPANY to be included in project costs.
   A. Taper Length *(estimated)*
   A 35 foot taper on the North side of the crossing and a 35 foot taper on the South side of the crossing, requires of material *(estimated)*. Taper length should not exceed 25 feet for each inch of track raise.

   This work will be completed by *(mark with an X)*:
   ☐ HIGHWAY AUTHORITY forces
   ☒ HIGHWAY AUTHORITY'S contractor

FRA No.: 307503V

B. Track Opening in the Roadway *(mark with an X)*

☐ Existing track opening will be maintained.

☒ Track opening of 35 feet will be required involving the following described roadway modifications. Est. HMA tonnage

This work will be completed by *(mark with an X)*:

☐ COMPANY forces	☐ HIGHWAY AUTHORITY forces
☒ COMPANY contractor	☐ HIGHWAY AUTHORITY'S contractor

5. **Existing Sidewalk(s) and/or Recreational Trail replacement by HIGHWAY AUTHORITY**

The quadrants requiring upgrades to meet ADA requirements *(mark with an X)*:

Sidewalk (5' width required)				* Rec Trail (10' width)			
☒ NE	16 *(feet)*	☒ SE	16 *(feet)*	☐ NE	*(feet)*	☐ SE	*(feet)*
☐ NW	*(feet)*	☐ SW	*(feet)*	☐ NW	*(feet)*	☐ SE	*(feet)*

* Recreational trail footage will be doubled because we use the sidewalk 5' width cost for reimbursement.

This work will be completed by *(mark with an X)*.

☐ HIGHWAY AUTHORITY forces

☒ HIGHWAY AUTHORITY's contractor

6. **Crossing(s) Permanently Retired and Removed**

A. COMPANY will retire and remove crossing(s).

B. Voids in pavement will be filled with material requiring *(units)*.

This work will be completed by *(mark with an X)*.

☐ COMPANY forces	☐ HIGHWAY AUTHORITY forces
☐ COMPANY'S contractor	☐ HIGHWAY AUTHORITY's contractor

7. **Drainage** *(mark with an X)*

A. ☐ Present drainage is adequate.

B. ☐ Drainage work required. Specify work to include materials and outlet.

C. ☒ Clean all four (4) quadrants for good surface drainage.

8. **Additional Construction and Traffic Control Conditions; i.e., Road Closure Limitations** - Construction at this crossing included with this project, and not described above. Only ACC or PCC will be placed one (1) foot from the **railroad surface material.**

Sidewalk will be relocated closer to the tracks to allow for less rubber surface panels. It was also agreed to remove the entirety of the stand alone pedestrian sidewalk to the west of this crossing during these projects. They have two crossing in closeproximity of each other with sidewalks and this sidewalk has no warning devices for pedestrians.

9. **Attendees**

The following attendees agree on all items of this work statement. This work statement will be included as part of the executed agreement.

Railroad Representative:	**Highway Authority Representative:**
Nick Burwell	Kari Navirtel
Name	Name

State Project Manager:

Travis Tinken
515-239-1876 (office phone)
515-290-5055 (cell phone)

Additional Attendees:

IOWA
Department of Revenue
www.iowa.gov/tax

Designated Exempt Entity
Iowa Construction Sales Tax Exemption
Certificate and Authorization Letter

This document may be completed by a designated exempt entity and given to their contractor and/or subcontractor. *Seller:* Keep this certificate in your files. *Contractor/Exempt Entity:* Keep a copy of this certificate for your records. **Do not send this to the Department of Revenue**

Designated Exempt Entity Iowa Department of Transportation		
Address 1 800 Lincoln Way		
Address 2		
City Ames	State IA	Zip Code 50010 0000
Construction Project Name Surface Crossing Repair 307503V		
Construction Project Number (if used) 307503V43.		

General Contractor or Subcontractor Name Chicago, Central & Pacific Railway Company		
Address 1 17641 S Ashland Ave.		
Address 2		
City Homewood, IL	State IL	Zip Code 60430
Type of Work General Contractor		

Description of contract/subcontract

Rail crossing repair

The named contractor/subcontractor may purchase building materials used in the contract, exempt from sales tax. This exemption does NOT apply to materials, equipment and supplies consumed by the contractor or subcontractor that are not incorporated into the real property being constructed.

Designated Exempt Entity Authorized Agent: Cheryl Mullaney Date: 12/27/18

Authorization Letter From Iowa Department of Transportation

CONTRACTORS/SUBCONTRACTORS: A copy of this document must be presented to your supplier(s) prior to purchasing your building materials.

Pursuant to Iowa Code Section 423.3(80), you are authorized to purchase building materials tax free for the contract specified above.

The exemption certificate (or a copy of the certificate) may be provided to the suppliers of your building materials and will authorize them to sell you the materials exempt from Iowa sales tax and any applicable local option sales tax. Complete information on qualifying materials can be found at www.iowa.gov/tax, the Iowa Department of Revenue (IDR) Web site.

It is your responsibility to have records identifying the materials purchased and verifying they were used on this project. Any materials purchased tax-free and not used on this construction project are subject to sales and applicable local option tax. Should this occur, the tax must be paid directly by you to IDR in the same calendar quarter the project is completed. E-mail the department at: idr@iowa.gov if you have questions on this requirement.

Contractors should be aware that use of the certificate to claim exemption from tax for items not used on this project or that do not qualify for exemption could result in civil or criminal penalties.

31-013 (12/10/02)

CN Southern Region

Operations Special Capital Project Estimate

Design and Construction
Homewood, IL

NEW RUBBER @ ONEIDA ST CROSSING DOT# 307503V

Labor	$46,864
Material	$89,843
Other	$89,417
Total Capital Cost	$226,124
PW Material	$0
Donation	-$180,899
TOTAL PROJECT COST	$45,225

Location: STORM LAKE
Company Name: Chicago, Central & Pacific Railroad Company
Subdivision Name: CHEROKEE
Mile Post: 428.11
State: IA
Survey Network Number:
Track Network Number: M-1206.003
Signal Network Number:
Buy American Certification Required? No
Agency: Iowa MOW DOT
Labor Additive Type: Agency/CN Approved

Created By:
Revised By: NW Burwell
Created Date:
Date Revised: March 5, 2019
Status:

Description	GANG SIZE	DAYS	MANDAYS	PRICE	TOTAL
LABOR					
Unload/Distribute Material	5	1	5	$330	$1,650
Construct Track	8	2	16	$330	$5,280
Surfacing	3	2	6	$330	$1,980
Welding	2	4	8	$330	$2,640
Install Crossings	5	2	10	$330	$3,300
S&C Labor	2	1	2	$330	$660
Remove Crossings	5	1	5	$330	$1,650
TOTAL DIRECT LABOR		MD:	52		$17,160

Description	TOTAL
MATERIAL	
New Rail	$10,484
Field Welding	$1,558
Track Spikes	$6,539
Rail Anchors	$1,896
Tie Plates	$11,013
Minor OTM	$5,903
Switch Ties	$12,856
Ballast	$5,050
Crossing Materials	$29,046
Signal & Communications Material	$1,219
Subtotal New / Capitalized Material	$85,564
TOTAL DIRECT MATERIAL	$85,564

Description		UM	QTY	PRICE	TOTAL
OTHER					
Engineering					
	Total Engineering				$0
Real Estate					
	Total Real Estate				$0
Grading					
	Total Grading				$0
Contractor Track Construction					
	Install Pavement	TON	140	$258	$36,120
	Remove Pavement	TON	140	$31	$4,340
	Mobilization/removal/installation of track panel by contractor	LS	1	$24,000.00	$24,000
	Total Contractor Track Construction				$64,460
Utilities					
	Total Utilities				$0
Signal and Communications					
	Total Signal and Communications				$0
Bridge & Structures					
	Total Bridge & Structures				$0

Southern Region

Operations Special Capital Project Estimate

Design and Construction
Homewood, IL

NEW RUBBER @ ONEIDA ST CROSSING DOT# 307503V

Hauling/Disposal					
	Offsite Disposal of Debris	LS	1	$2,000	$2,000
	Total Hauling/Disposal				**$2,000**
Miscellaneous					
	Contingency	SUM	10%	$205,567	$20,557
	Holland Flash Butt Welding	EA	4	$600.00	$2,400
	Total Miscellaneous				**$22,957**
TOTAL OTHER					**$89,417**

Description	UM	QTY	PRICE	TOTAL
ADDITIVES				
Labor Capitalized Surcharges	USD	$17,160	173.10%	$29,704
Material Capitalized Surcharges	USD	$85,564	5.00%	$4,279
TOTAL ADDITIVES				**$33,983**

DONATION	Amount	TOTAL
Donation	$180,899	-$180,899
TOTAL DONATION		**-$180,899**

TOTAL CAPITAL COST	**$226,124**
TOTAL NON-CAPITALIZED COST (PW MATERIALS)	**$0**
TOTAL DONATION	**-$180,899**
TOTAL PROJECT COST	**$45,225**

MATERIAL FORECAST FOR:

Material Description	State Tax	UM	QTY	Unit Price	Total
NEW RAIL					
RAIL 115 LB ALL MANUF/METAL/PROCESS	6.00%	FT	480	$20.60	$10,484
				TOTAL NEW RAIL	**$10,484**
FIELD WELDING					
THERMITE KIT 115 #	6.00%	EA	8	$91.82	$779
THERMITE KIT 100 #	6.00%	EA	8	$91.82	$779
				TOTAL FIELD WELDING	**$1,558**
TRACK SPIKES					
SPIKE TRACK 5/8IN X 6IN AREMA 60 PER CAN	6.00%	CAN	12	$46.20	$588
Screw, Spike, Evergrip(TM), PLTZ, 15/16" x 6-1/2"	6.00%	EA	1,280	$2.32	$3,147
Clip, Pandrol, E2055, Galvn,	6.00%	EA	650	$4.07	$2,804
				TOTAL TRACK SPIKES	**$6,539**
RAIL ANCHORS					
ANCHOR RAIL 115# HD OVR DRV STOP TS1313	6.00%	EA	1,000	$1.79	$1,896
				TOTAL RAIL ANCHORS	**$1,896**
TIE PLATES					
PLATE TIE CAST 16IN-5 1/2IN BASE CLEATED	6.00%	EA	312	$33.30	$11,013
				TOTAL TIE PLATES	**$11,013**
MINOR OTM					
RAIL TRANSITION 115# 19'6" OR 20' TS1110	6.00%	EA	8	$696.04	$5,903
				TOTAL MINOR OTM	**$5,903**
SWITCH TIES					
TIE SWITCH 6" / 7" HWD TRTD 10 FT LNGTH	6.00%	EA	156	$77.74	$12,856
				TOTAL SWITCH TIES	**$12,856**
BALLAST					
BALLAST - MAINLINE IOWA ZONE	6.00%	TN	240	$19.85	$5,050
				TOTAL BALLAST	**$5,050**
CROSSING MATERIALS					
CROSSING RECYCLED RUBBER 115# 10' TIES	6.00%	EA	108	$244.13	$27,949
DEFLECTOR PLATE SET	6.00%	EA	2	$517.23	$1,097
				TOTAL CROSSING MATERIALS	**$29,046**
Signals & Communications Materials					
S&C MATERIALS (Per S&C Dept Estimate)	6.00%	LS	1	$1,150.00	$1,219
				TOTAL SIGNAL & COMMUNICATIONS	**$1,219**

Operations Special Capital Project Estimate

NEW RUBBER @ ONEIDA ST CROSSING DOT# 307503V

TOTAL MATERIAL	$85,564

Staff Summary

9/3/2019
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:	Keri Navratil, City Manager
SUBJECT:	**Motion to Approve Section 130 Railroad Signals Upgrade Agreements for Hudson Street, Oneida Street, and Barton Street**
BACKGROUND:	The CN Railroad has signed agreements with the Iowa Department of Transportation to upgrade the railroad crossing signals at the following locations: • Hudson Street • Oneida Street • Barton Street The projects will be financed from 23 USC Section 130 Federal Railroad-Highway Crossing Fund.
FISCAL IMPACT:	The project cost is estimated to be $625,757. The City's match for the three projects is $ 62,575.70 or 10% of the total cost and will be funded by franchise fees.
RECOMMENDATION:	Approve agreements

ATTACHMENTS:

Description	Type
Barton Agreement	Contract
Hudson Agreement	Contract
Oneida Agreement	Contract

Office of Rail Transportation
800 Lincoln Way, Ames, IA 50010

State of Iowa Section 130 Crossing Safety Improvements Agreement

Railroad Crossing Location Information

County: Buena Vista

307516W / 426.16
FRA No. / Milepost

Location:

Barton Street
Street Name

Storm Lake
City Name

RRP-RR07(182)--8A-00
Project

Contact Information

Highway Authority Contact: **Keri Navratil**
Office Phone No: (712) 732-8000 Email Address: navratil@stormlake.org

Railroad Company Contact: **Nicholas Burwell**
Office Phone No: (319) 236-9205 Email Address: nicholas.burwell@cn.ca

Iowa DOT Program Manager: **Kristopher Klop**
Office Phone No: (515) 239-1108 Email Address: kristopher.klop@iowadot.us

Iowa DOT Project Inspector: **Travis Tinken**
Office Phone No: (515) 290-5055 Email Address: travis.tinken@iowadot.us

SECTION 1. Contracting Parties

This Agreement is between the State of Iowa acting by and through the Iowa Department of Transportation, hereafter called the STATE, and Chicago, Central and Pacific Railroad Company, hereafter called the COMPANY, and the city of Storm Lake, Iowa, hereafter called the HIGHWAY AUTHORITY.

IN CONSIDERATION OF the mutual promises contained herein the COMPANY and the STATE and the HIGHWAY AUTHORITY agree as follows:

SECTION 2. Purpose of Agreement

The STATE, the HIGHWAY AUTHORITY and the COMPANY have determined the extent to which safety upgrades are to be performed at this crossing, including but not limited to rail safety devices and roadway enhancements. The specific safety enhancements included as part of the agreed upon scope of project are described in the *Crossing Review On-Site Report*, attached hereto and made part of this Agreement.

All safety upgrades will comply with Manual on Uniform Traffic Control Devices (MUTCD).

The STATE agrees to secure funds under 23 USC Section 130 for the costs of this construction. The work shall hereinafter be referred to as the Project. The STATE and the COMPANY agree the COMPANY costs for accounting labor and bill reproduction will be billed at the STATE approved additive rate.

It is specifically understood and agreed that the COMPANY shall have no obligation to perform any individual Project until such time as the agreement is fully executed by all parties identified.

SECTION 3. Preliminary Engineering

Preliminary Engineering includes production of site plans, cost estimates and circuit plans prepared by the COMPANY for the specified location. The site plan portion of the Circuit Plan (front sheet) and the cost estimate labeled as Exhibit "A" shall be attached and by this reference incorporated into this Agreement.

SECTION 4. COMPANY Responsibility

The COMPANY or its consultant shall provide all engineering, materials, and labor to construct the Project. The Project shall be constructed in a good workmanlike manner in accord with COMPANY standards, and with Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F).

SECTION 5. HIGHWAY AUTHORITY Responsibility

The HIGHWAY AUTHORITY shall be responsible for payment of the local match for this Project as described in Section 14 of this Agreement.

The HIGHWAY AUTHORITY shall insure that all pavement markings are properly painted and advanced warning signs are in place and maintained as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways. The HIGHWAY AUTHORITY shall also insure clear motorist view from the roadway lanes of the new flashing lights installed with the Project. This clear view shall be maintained by the HIGHWAY AUTHORITY for as long as the signals remain at the crossing.

SECTION 6. Notification Requirements

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SECTION 8. Delegation of Work

The COMPANY shall perform the Project work with its own signal forces unless otherwise approved in writing by the STATE.

In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall advise the STATE the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work.

SECTION 9. Regulations Affecting this Agreement

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SECTION 10. Standard Title VI Assurances

The COMPANY, and all agents of the COMPANY that participate in the project, shall comply with Regulations relative to nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements pursuant to 49 CFR Subtitle A, Part 21 – to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the STATE.

SECTION 11. Compliance with BuyAmerica Requirements

All portions of the project whether performed by the COMPANY or the COMPANY's contractor shall be performed in compliance with 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141 BuyAmerica Requirements. The COMPANY shall maintain documentation/certification of all products of iron, steel, or a coating of steel that are incorporated into the project for a period of three years after completion of all obligations under this Agreement. The COMPANY shall provide copies of all documentation/certification under this section of this Agreement to the STATE within a reasonable time after the STATE's written request.

SECTION 12. Documentation of Material and Labor

The COMPANY shall keep an accurate and detailed account of the actual and necessary material and labor costs incurred in its performance of the work. The COMPANY shall document all materials and labor used to complete the Project in accordance with the 23 CFR 140I. Project cost records shall be maintained in accord with 23 CFR 140I and separated by Project location.

SECTION 13. Project Inspection

The STATE and the HIGHWAY AUTHORITY shall have the right to inspect the Project work at any time. After the Project has been completed the COMPANY shall deliver to the STATE a materials inventory list for the Project. The STATE will arrange an inspection with the HIGHWAY AUTHORITY and COMPANY so it can determine whether the Project complies with the terms of the Agreement and whether the installation is consistent with the material list supplied by the COMPANY. After the Project has been completed the COMPANY shall deliver to the STATE a fully signed "CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE" supplied by the STATE showing completion in accord with the agreement and acceptance of the work by the HIGHWAY AUTHORITY. The signed certificate shall mean the Project has been satisfactorily completed, and no further work is required. The COMPANY shall also complete and deliver to the STATE the U.S. DOT-AAR CROSSING INVENTORY FORM or furnish this information by other mutually agreeable methods

M-1207.004

SECTION 14. Progressive and Final Payments

It is understood the STATE and the COMPANY enter this Agreement for the use of Federal-Aid 23 USC 130 funds to reimburse the COMPANY for ninety percent (90%) of the total eligible costs for this Project. The HIGHWAY AUTHORITY shall pay ten percent (10%) of the total cost of this Project. The COMPANY shall be required to pay the initial Project costs. The COMPANY shall keep an accurate and detailed account of the actual and necessary material and labor costs incurred in its performance of the work. Project cost records shall be maintained in accord with 23 CFR 140I and separated by Project location.

The COMPANY may submit progressive bills to the STATE for ninety percent (90%) of its material and labor costs for the Project. The billing for material shall be for those materials which have been delivered to the Project location or specifically purchased and delivered to the COMPANY for use on this Project. The STATE shall reimburse the COMPANY for the eligible cost of these progressive billings.

Upon completion of the Project the COMPANY shall submit a final statement to the STATE for reimbursement of ninety percent (90%) of the total actual and necessary expense of the work represented by the items shown in the Exhibit "A". The STATE shall reimburse the COMPANY for the eligible cost of the final billing.

The COMPANY will submit one progressive bill for ten percent (10%) of the total reimbursable project costs to the HIGHWAY AUTHORITY after the signal system is constructed. The HIGHWAY AUTHORITY shall make payment of the progressive bill within 30 days of its receipt.

The STATE shall audit COMPANY records after receipt of the final bill to determine total reimbursable project costs. Reimbursement to the COMPANY shall be governed by the STATE's CERTIFICATE OF AUDIT for the Project location. This Certificate shall establish the eligible Project cost. The COMPANY shall reimburse the STATE for any justifiable exceptions. The STATE shall not reimburse state sales or use tax. A copy of the Construction Sales Tax and Exemption Certificate associated with this project, issued by the Iowa Department of Revenue, is attached to the Agreement. The STATE shall reimburse the COMPANY an amount not to exceed the Federal Highway Administration reimbursement under 23 USC 130.

SECTION 15. Operation and Maintenance

The COMPANY shall operate and maintain the signal improvements at the crossing location in good working order for as long as the HIGHWAY AUTHORITY at the crossing considers the signal improvements necessary. The STATE may pay up to 75 percent of the annual maintenance costs of a signal improvement from the State Grade Crossing Safety Fund for the crossings listed in Exhibit "B" of this Agreement.

SECTION 16. Relocation or Removal of Automatic Warning System

Once installed the signal improvements shall not be removed except in accordance with this section of this Agreement. If a system is no longer necessary the COMPANY may remove it at its own expense. In the event the railroad crossing is abandoned or removed by the COMPANY within ten (10) years from the effective date of the CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE, the COMPANY shall relocate the applicable system to a site agreed upon by the

COMPANY and the STATE. If this system is not relocated the COMPANY shall credit or pay the net salvage value to the STATE for the value of the materials salvaged by the COMPANY.

SECTION 17. Successors in Interest

This Agreement is binding upon all successors and assigns. The COMPANY shall provide written notice to the HIGHWAY AUTHORITY and the STATE of any assignment of this Agreement.

SECTION 18. No Prior Representation

This Agreement and its exhibits constitute the entire Agreement between the STATE and the HIGHWAY AUTHORITY and the COMPANY concerning this Project. Any substantial change in the Project as determined by the STATE and the HIGHWAY AUTHORITY must receive prior written approval by the STATE and the HIGHWAY AUTHORITY.

SECTION 19. Effective Date of Agreement

This Agreement shall be effective upon the date of the STATE's execution.

SECTION 20. Notices to Contact Persons

All notices required under this Agreement shall be made to the respective Contact Persons listed on page 1 of this Agreement.

SECTION 21. Termination Due to Lack of Funds

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the STATE shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following: 1. The federal government, legislator or governor fail in the sole opinion of the STATE to appropriate funds sufficient to allow the STATE to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the STATE to make any payment hereunder are insufficient or unavailable for any reason as determined by the STATE in its sole discretion; or 3. If the STATE's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified.

The STATE shall provide the COMPANY with written notice of termination pursuant to this section. The STATE will pay the COMPANY for the STATE share of the non-cancelable obligations allowable under the Agreement and properly incurred by the COMPANY prior to termination.

SECTION 22. Execution Clause

This Agreement may be executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

IN WITNESS WHEREOF the COMPANY and the STATE hereto have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the COMPANY this

17 day of July, 2019

Chicago, Central and Pacific Railroad Company

By ____________

Chad Anderson, Chief Engineer

Executed by the HIGHWAY AUTHORITY this

____ day of ____________, 20___

Storm Lake, Iowa

By ____________

Keri Navratil, City Manager

Executed by the STATE this

____ day of ____________, 20___

STATE OF IOWA

Iowa Department of Transportation

By ____________

Stuart Anderson, Director - Office of Rail Transportation

IOWA
Department of Revenue
www.iowa.gov/tax

Designated Exempt Entity
Iowa Construction Sales Tax Exemption
Certificate and Authorization Letter

This document may be completed by a designated exempt entity and given to their contractor and/or subcontractor. *Seller:* Keep this certificate in your files. *Contractor/Exempt Entity:* Keep a copy of this certificate for your records. **Do not send this to the Department of Revenue**

Designated Exempt Entity	Iowa Department of Transportation
Address 1	800 Lincoln Way
Address 2	
City	Ames
State	IA
Zip Code	50010 0000
Construction Project Name	307503V Crossing Signal Project
Construction Project Number (if used)	RRP-RR06(182)--8A-00.

General Contractor or Subcontractor Name	Chicago, Central & Pacific Railway Company
Address 1	17641 S Ashland Ave.
Address 2	
City	Homewood, IL
State	IL
Zip Code	60430
Type of Work	General Contractor

Description of contract/subcontract
Upgrade of Railroad Crossing active warning devices

The named contractor/subcontractor may purchase building materials used in the contract, exempt from sales tax. This exemption does NOT apply to materials, equipment and supplies consumed by the contractor or subcontractor that are not incorporated into the real property being constructed.

Designated Exempt Entity Authorized Agent: Cheryl Mullenax Date: 11/5/18

Authorization Letter From Iowa Department of Transportation

CONTRACTORS/SUBCONTRACTORS: A copy of this document must be presented to your supplier(s) prior to purchasing your building materials.

Pursuant to Iowa Code Section 423.3(80), you are authorized to purchase building materials tax free for the contract specified above.

The exemption certificate (or a copy of the certificate) may be provided to the suppliers of your building materials and will authorize them to sell you the materials exempt from Iowa sales tax and any applicable local option sales tax. Complete information on qualifying materials can be found at www.iowa.gov/tax, the Iowa Department of Revenue (IDR) Web site.

It is your responsibility to have records identifying the materials purchased and verifying they were used on this project. Any materials purchased tax-free and not used on this construction project are subject to sales and applicable local option tax. Should this occur, the tax must be paid directly by you to IDR in the same calendar quarter the project is completed. E-mail the department at: idr@iowa.gov if you have questions on this requirement.

Contractors should be aware that use of the certificate to claim exemption from tax for items not used on this project or that do not qualify for exemption could result in civil or criminal penalties.

31-013 (12/10/02)

Federal Aid Rail/Highway Safety Fund Program
Signal Installation Eligible for Maintenance Reimbursement
under this Agreement

FRA#	SEQ	Highway Jurisd.	Location
307516W	07	Storm Lake, IA	Barton Street

Exhibit B

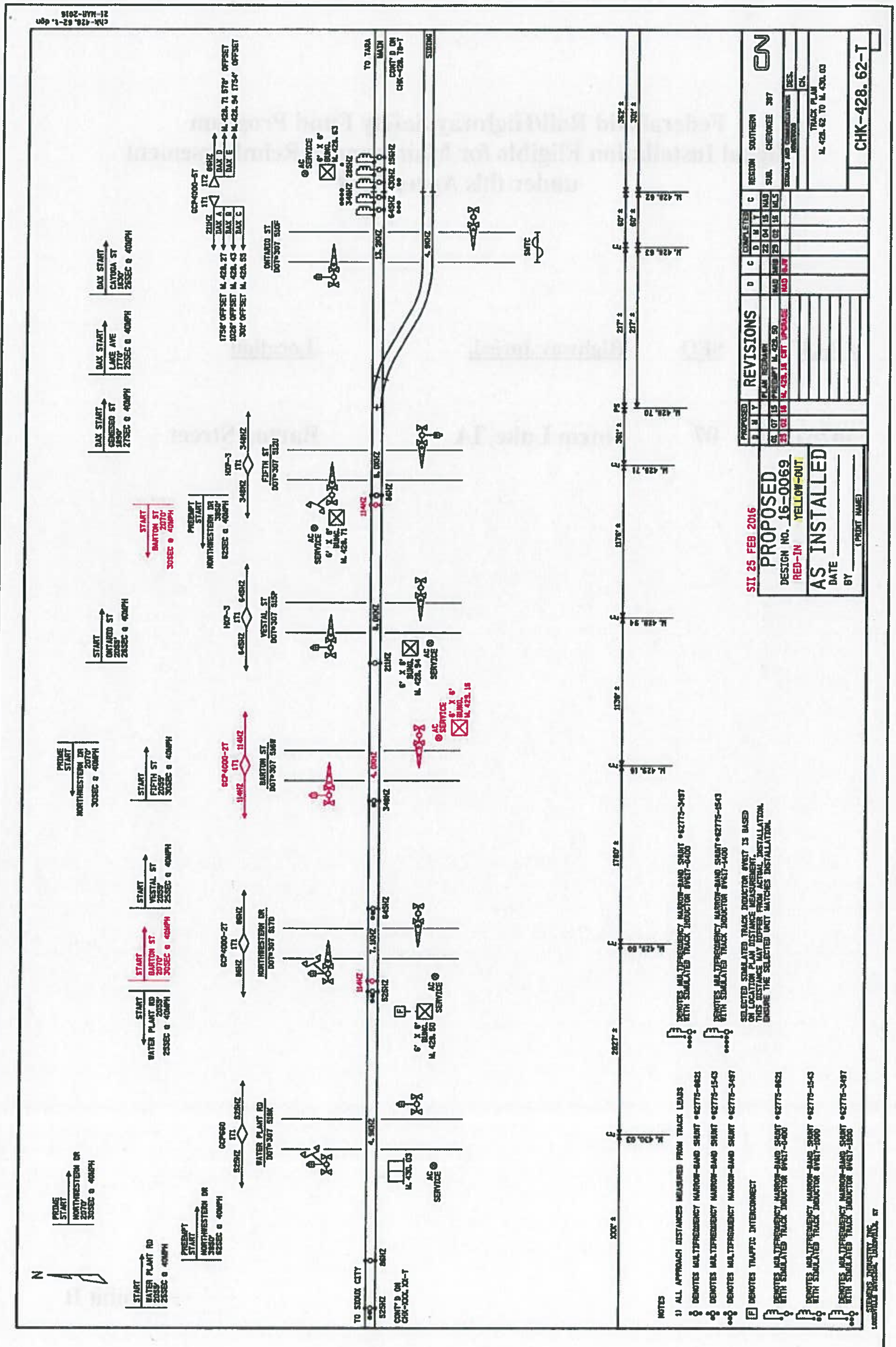
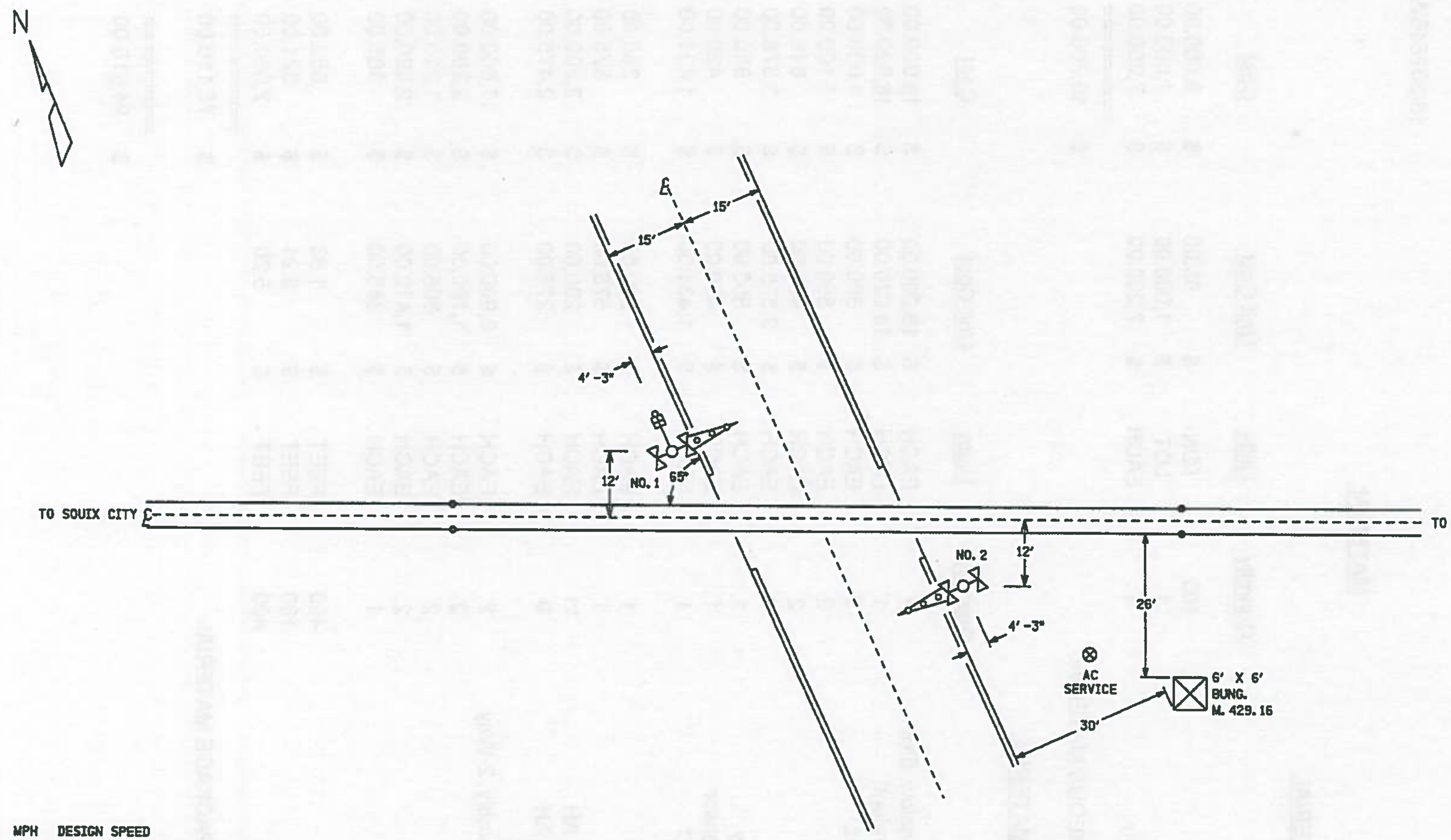

CHK-428.62-T
REVISIONS
PROPOSED
DESIGN NO. 16-0069
RED-IN
YELLOW-OUT
AS INSTALLED
SII 25 FEB 2016

EXHIBIT A-1

EXHIBIT A-2



NOTES

1) 40 MPH DESIGN SPEED
2) 35 FEET MAXIMUM CLEARANCE DISTANCE
3) 134 FEET ISLAND DISTANCE
4) CONSTANT WARNING CONTROL
5) APPROACH CIRCUIT DISTANCE PROVIDES FOR:
   0 SEC CLEARANCE TIME
   0 SEC PREEMPTION TIME (0 SEC ADVANCE TIME)
   20 SEC MINIMUM WARNING TIME
   4 SEC GATE DESCENT DELAY
   10 SEC BUFFER TIME
   5 SEC EQUIPMENT REACTION TIME
6) 19 FEET NO. 1 GATE ARM LENGTH
   19 FEET NO. 2 GATE ARM LENGTH

SIEMENS INDUSTRY, INC.
LOUISVILLE, KY

SII 25 FEB 2016
PROPOSED
DESIGN NO. 16-0069
RED-IN YELLOW-OUT
AS INSTALLED
DATE
BY
(PRINT NAME)

PROPOSED D M Y | REVISIONS | D | C | COMPLETED D M Y | C

REGION SOUTHERN
SUB. CHEROKEE 38T
CN
SIGNALS AND COMMUNICATIONS HOMEWOOD | DES. MAD
25 FEBRUARY 2016 | CH. BJW
SITUATION SKETCH
SCALE 1" = 20'
STORM LAKE, IA
BARTON ST
CHK-429.16-0
DOT#307 516W

CHK-429.16-0.dgn
21-MAR-2016

Barton Street — Page 2

Storm Lake, IA — 16-307516W

MATERIAL

MISCELLANEOUS MATERIAL

Item	Quantity	Units	Unit Cost	Cost
Backfill	100	TON	$ 85.00	$ 8,500.00
Signal Material	1	LOT	$ 1,000.00	$ 1,000.00
17kw Generator Assembly	1	EACH	$ 7,200.00	$ 7,200.00
				=========
SUBTOTAL MISCELLANEOUS MATERIAL				$ 16,700.00

CROSSING PACKAGE MATERIAL

Item	Quantity	Units	Unit Cost	Cost
Pre-wired Aluminum Bungalow, 6'x6'	1	EACH	$ 18,000.00	$ 18,000.00
GCP 4000 1 Track (redundant)	1	EACH	$ 18,020.00	$ 18,020.00
Multi-freq NBS, 86-211 Hz	2	EACH	$ 500.00	$ 1,000.00
Shunt/Coupler Enclosure	2	EACH	$ 550.00	$ 1,100.00
SEAR II, ILOD	2	EACH	$ 408.00	$ 816.00
Modem, Raven X	1	EACH	$ 3,375.00	$ 3,375.00
Wayside Access Gateway	1	EACH	$ 850.00	$ 850.00
SEAR II, Ground Fault Sensor	1	EACH	$ 420.00	$ 420.00
Convertor, 12VDC/12VDC	1	EACH	$ 1,431.00	$ 1,431.00
Rectifier, NRS 20A	1	EACH	$ 380.00	$ 380.00
Rectifier, NRS 40A	1	EACH	$ 575.00	$ 575.00
Battery, Ni-Cad, SPL 250 AH	11	EACH	$ 200.00	$ 2,200.00
Battery, Ni-Cad, SPL 340 AH	9	EACH	$ 275.00	$ 2,475.00
LED Flasher & Gate Assembly, 2-Way	2	EACH	$ 8,900.00	$ 17,800.00
Foundation, S-2	2	EACH	$ 1,100.00	$ 2,200.00
Arm, E-Z Gate, 16-24'	2	EACH	$ 605.00	$ 1,210.00
Gatekeeper, SK-1000	2	EACH	$ 1,410.00	$ 2,820.00
Bell, Electronic	1	EACH	$ 385.00	$ 385.00
Wire, 2c/6, T10456	400	FEET	$ 1.63	$ 652.00
Cable,3c/6,T10458	100	FEET	$ 3.21	$ 321.00
Cable,7c/6,9c/14, T12481	400	FEET	$ 5.20	$ 2,080.00
				=========
SUBTOTAL CROSSING PACKAGE MATERIAL				$ 78,110.00
				=========
TOTAL MATERIAL				$ 94,810.00

FHWA ADDITIVES

Material		$ 94,810.00	
Material Additive	5.00%		$ 4,741.00
Signal Labor		$ 20,000.00	
Signal Labor Additive	144.76%		$ 28,952.00
Engineering Labor		$ 2,800.00	
Engineering Labor Additive	144.76%		$ 4,053.00
Accounting Labor		$ 200.00	
Accounting Labor Additive	144.76%		$ 290.00
Other		$ 46,843.00	
		=========	=========
TOTAL DIRECT COSTS		$ 164,653.00	
TOTAL FHWA ADDITIVES			$ 38,036.00
			=========
GRAND TOTAL FHWA BASIS			$ 202,689.00

Office of Rail Transportation
800 Lincoln Way, Ames, IA 50010

State of Iowa Section 130 Crossing Safety Improvements Agreement

Railroad Crossing Location Information

County: Buena Vista

307502N / 428.03
FRA No. / Milepost

Location:

Hudson Street
Street Name

Storm Lake
City Name

RRP-RR05(182)--8A-00
Project

Contact Information

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The STATE and the HIGHWAY AUTHORITY shall have the right to inspect the Project work at any time. After the Project has been completed the COMPANY shall deliver to the STATE a materials inventory list for the Project. The STATE will arrange an inspection with the HIGHWAY AUTHORITY and COMPANY so it can determine whether the Project complies with the terms of the Agreement and whether the installation is consistent with the material list supplied by the COMPANY. After the Project has been completed the COMPANY shall deliver to the STATE a fully signed "CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE" supplied by the STATE showing completion in accord with the agreement and acceptance of the work by the HIGHWAY AUTHORITY. The signed certificate shall mean the Project has been satisfactorily completed, and no further work is required. The COMPANY shall also complete and deliver to the STATE the U.S. DOT-AAR CROSSING INVENTORY FORM or furnish this information by other mutually agreeable methods

M-1207.003

SECTION 14. Progressive and Final Payments

It is understood the STATE and the COMPANY enter this Agreement for the use of Federal-Aid 23 USC 130 funds to reimburse the COMPANY for ninety percent (90%) of the total eligible costs for this Project. The HIGHWAY AUTHORITY shall pay ten percent (10%) of the total cost of this Project. The COMPANY shall be required to pay the initial Project costs. The COMPANY shall keep an accurate and detailed account of the actual and necessary material and labor costs incurred in its performance of the work. Project cost records shall be maintained in accord with 23 CFR 140I and separated by Project location.

The COMPANY may submit progressive bills to the STATE for ninety percent (90%) of its material and labor costs for the Project. The billing for material shall be for those materials which have been delivered to the Project location or specifically purchased and delivered to the COMPANY for use on this Project. The STATE shall reimburse the COMPANY for the eligible cost of these progressive billings.

Upon completion of the Project the COMPANY shall submit a final statement to the STATE for reimbursement of ninety percent (90%) of the total actual and necessary expense of the work represented by the items shown in the Exhibit "A". The STATE shall reimburse the COMPANY for the eligible cost of the final billing.

The COMPANY will submit one progressive bill for ten percent (10%) of the total reimbursable project costs to the HIGHWAY AUTHORITY after the signal system is constructed. The HIGHWAY AUTHORITY shall make payment of the progressive bill within 30 days of its receipt.

The STATE shall audit COMPANY records after receipt of the final bill to determine total reimbursable project costs. Reimbursement to the COMPANY shall be governed by the STATE's CERTIFICATE OF AUDIT for the Project location. This Certificate shall establish the eligible Project cost. The COMPANY shall reimburse the STATE for any justifiable exceptions. The STATE shall not reimburse state sales or use tax. A copy of the Construction Sales Tax and Exemption Certificate associated with this project, issued by the Iowa Department of Revenue, is attached to the Agreement. The STATE shall reimburse the COMPANY an amount not to exceed the Federal Highway Administration reimbursement under 23 USC 130.

SECTION 15. Operation and Maintenance

The COMPANY shall operate and maintain the signal improvements at the crossing location in good working order for as long as the HIGHWAY AUTHORITY at the crossing considers the signal improvements necessary. The STATE may pay up to 75 percent of the annual maintenance costs of a signal improvement from the State Grade Crossing Safety Fund for the crossings listed in Exhibit "B" of this Agreement.

SECTION 16. Relocation or Removal of Automatic Warning System

Once installed the signal improvements shall not be removed except in accordance with this section of this Agreement. If a system is no longer necessary the COMPANY may remove it at its own expense. In the event the railroad crossing is abandoned or removed by the COMPANY within ten (10) years from the effective date of the CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE, the COMPANY shall relocate the applicable system to a site agreed upon by the

COMPANY and the STATE. If this system is not relocated the COMPANY shall credit or pay the net salvage value to the STATE for the value of the materials salvaged by the COMPANY.

SECTION 17. Successors in Interest

This Agreement is binding upon all successors and assigns. The COMPANY shall provide written notice to the HIGHWAY AUTHORITY and the STATE of any assignment of this Agreement.

SECTION 18. No Prior Representation

This Agreement and its exhibits constitute the entire Agreement between the STATE and the HIGHWAY AUTHORITY and the COMPANY concerning this Project. Any substantial change in the Project as determined by the STATE and the HIGHWAY AUTHORITY must receive prior written approval by the STATE and the HIGHWAY AUTHORITY.

SECTION 19. Effective Date of Agreement

This Agreement shall be effective upon the date of the STATE's execution.

SECTION 20. Notices to Contact Persons

All notices required under this Agreement shall be made to the respective Contact Persons listed on page 1 of this Agreement.

SECTION 21. Termination Due to Lack of Funds

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the STATE shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following: 1. The federal government, legislator or governor fail in the sole opinion of the STATE to appropriate funds sufficient to allow the STATE to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the STATE to make any payment hereunder are insufficient or unavailable for any reason as determined by the STATE in its sole discretion; or 3. If the STATE's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified.

The STATE shall provide the COMPANY with written notice of termination pursuant to this section. The STATE will pay the COMPANY for the STATE share of the non-cancelable obligations allowable under the Agreement and properly incurred by the COMPANY prior to termination.

SECTION 22. **Execution Clause**

This Agreement may be executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

IN WITNESS WHEREOF the COMPANY and the STATE hereto have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the COMPANY this | Chicago, Central and Pacific Railroad Company

17 day of 7-14, 20 19 | By ______

Chad Anderson, Chief Engineer

Executed by the HIGHWAY AUTHORITY this | Storm Lake, Iowa

____ day of ____________, 20___ | By ______

Keri Navratil, City Manager

Executed by the STATE this | STATE OF IOWA

Iowa Department of Transportation

____ day of ____________, 20___ | By ______

Stuart Anderson, Director - Office of Rail Transportation

IOWA
Department of Revenue
www.iowa.gov/tax

Designated Exempt Entity Iowa Construction Sales Tax Exemption Certificate and Authorization Letter

This document may be completed by a designated exempt entity and given to their contractor and/or subcontractor. *Seller:* Keep this certificate in your files. *Contractor/Exempt Entity:* Keep a copy of this certificate for your records. **Do not send this to the Department of Revenue**

Designated Exempt Entity	Iowa Department of Transportation
Address 1	800 Lincoln Way
Address 2	
City	Ames
State	IA
Zip Code	50010 0000
Construction Project Name	307502N Crossing Signal Project
Construction Project Number (if used)	RRP-RR05(182)--8A-00.

General Contractor or Subcontractor Name	Chicago, Central & Pacific Railway Company
Address 1	17641 S Ashland Ave.
Address 2	
City	Homewood, IL
State	IL
Zip Code	60430
Type of Work	General Contractor

Description of contract/subcontract

Upgrade of Railroad Crossing active warning devices

The named contractor/subcontractor may purchase building materials used in the contract, exempt from sales tax. This exemption does NOT apply to materials, equipment and supplies consumed by the contractor or subcontractor that are not incorporated into the real property being constructed.

Designated Exempt Entity Authorized Agent: [signature] Date: 11/5/18

Authorization Letter From Iowa Department of Transportation

CONTRACTORS/SUBCONTRACTORS: A copy of this document must be presented to your supplier(s) prior to purchasing your building materials.

Pursuant to Iowa Code Section 423.3(80), you are authorized to purchase building materials tax free for the contract specified above.

The exemption certificate (or a copy of the certificate) may be provided to the suppliers of your building materials and will authorize them to sell you the materials exempt from Iowa sales tax and any applicable local option sales tax. Complete information on qualifying materials can be found at www.iowa.gov/tax, the Iowa Department of Revenue (IDR) Web site.

It is your responsibility to have records identifying the materials purchased and verifying they were used on this project. Any materials purchased tax-free and not used on this construction project are subject to sales and applicable local option tax. Should this occur, the tax must be paid directly by you to IDR in the same calendar quarter the project is completed. E-mail the department at: idr@iowa.gov if you have questions on this requirement.

Contractors should be aware that use of the certificate to claim exemption from tax for items not used on this project or that do not qualify for exemption could result in civil or criminal penalties.

31-013 (12/10/02)

Federal Aid Rail/Highway Safety Fund Program
Signal Installation Eligible for Maintenance Reimbursement under this Agreement

FRA#	SEQ	Highway Jurisd.	Location
307502N	07	Storm Lake, IA	Hudson Street

Exhibit B

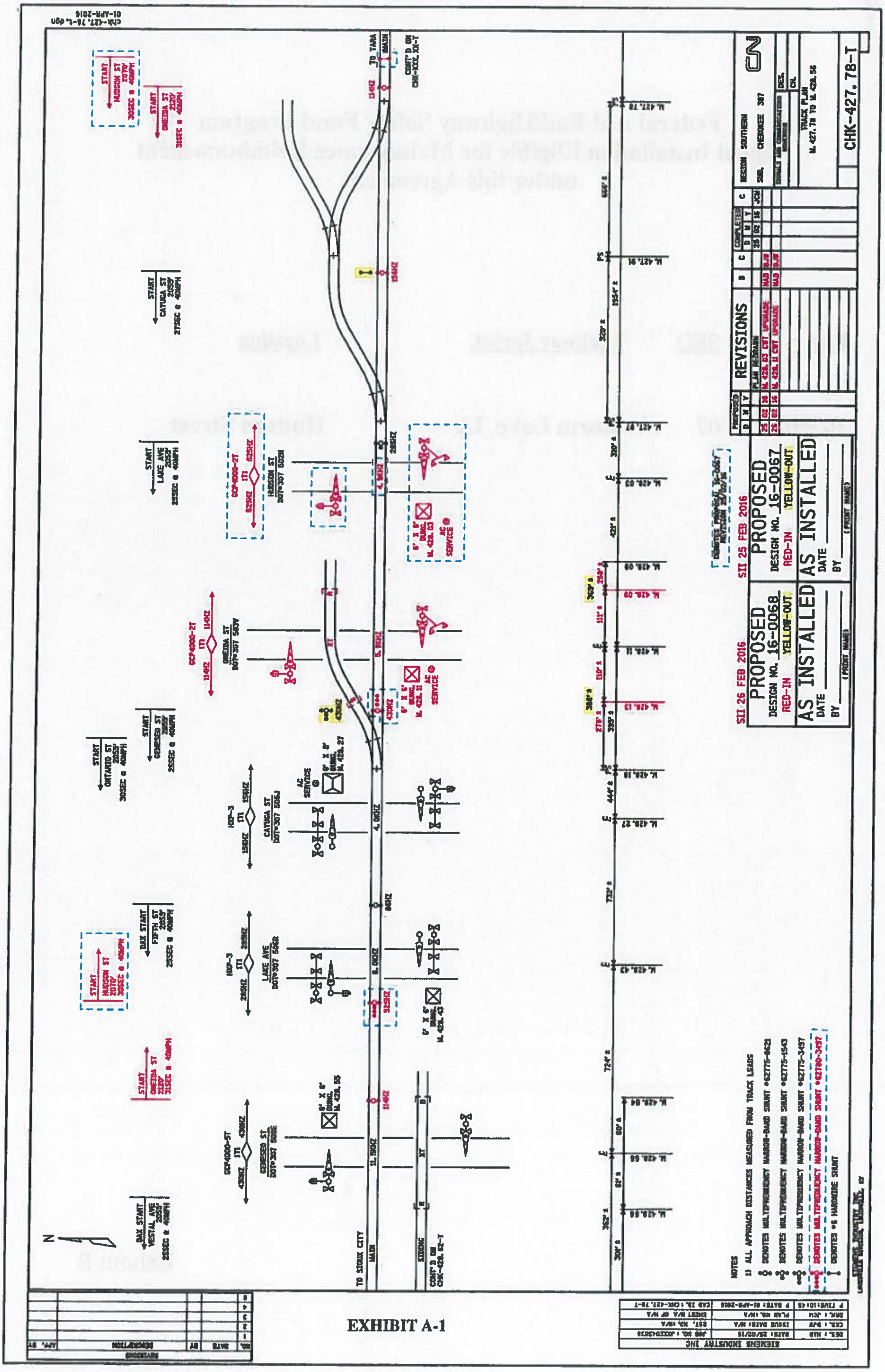
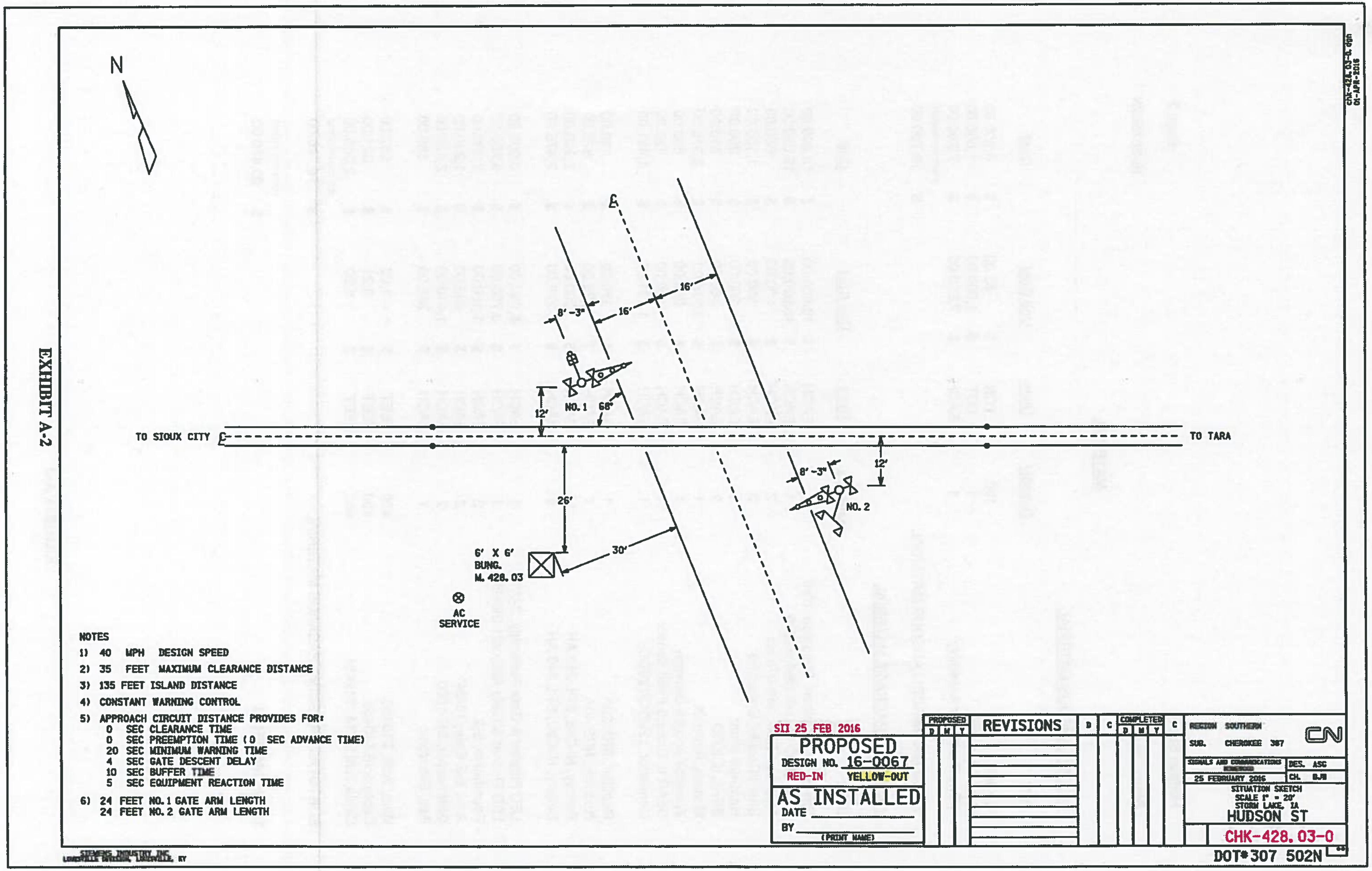

CHK-427.78-T
REVISIONS
SII 26 FEB 2016
PROPOSED
DESIGN NO. 16-0068
RED-IN YELLOW-OUT
AS INSTALLED
SII 25 FEB 2016
PROPOSED
DESIGN NO. 16-0067
RED-IN YELLOW-OUT
AS INSTALLED
SIEMENS INDUSTRY INC

EXHIBIT A-1



CHK-428.03-0.dgn
01-APR-2016
N
TO SIOUX CITY
TO TARA
8'-3"
16'
16'
NO. 1
68°
12'
26'
30'
8'-3"
12'
NO. 2
6' X 6'
BUNG.
M. 428.03
AC
SERVICE
NOTES
1) 40 MPH DESIGN SPEED
2) 35 FEET MAXIMUM CLEARANCE DISTANCE
3) 135 FEET ISLAND DISTANCE
4) CONSTANT WARNING CONTROL
5) APPROACH CIRCUIT DISTANCE PROVIDES FOR:
0 SEC CLEARANCE TIME
0 SEC PREEMPTION TIME (0 SEC ADVANCE TIME)
20 SEC MINIMUM WARNING TIME
4 SEC GATE DESCENT DELAY
10 SEC BUFFER TIME
5 SEC EQUIPMENT REACTION TIME
6) 24 FEET NO. 1 GATE ARM LENGTH
24 FEET NO. 2 GATE ARM LENGTH
SIEMENS INDUSTRY INC.
SII 25 FEB 2016
PROPOSED
DESIGN NO. 16-0067
RED-IN YELLOW-OUT
AS INSTALLED
DATE
BY
(PRINT NAME)
PROPOSED
D M Y
REVISIONS
D C
COMPLETED
D M Y
C
REGION SOUTHERN
SUB. CHEROKEE 387
25 FEBRUARY 2016
DES. ASC
CH. BJB
SITUATION SKETCH
SCALE 1" = 20'
STORM LAKE, IA
HUDSON ST
CHK-428.03-0
DOT# 307 502N

EXHIBIT A-2

Hudson Street

Storm Lake, IA 16-307502N

MATERIAL

MISCELLANEOUS MATERIAL

Item	Quantity	Units	Unit Cost	Cost
Backfill	100	TON	$ 85.00	$ 8,500.00
Signal Material	1	LOT	$ 1,000.00	$ 1,000.00
17kw Generator Assembly	1	EACH	$ 7,200.00	$ 7,200.00
				=========
SUBTOTAL MISCELLANEOUS MATERIAL				$ 16,700.00

CROSSING PACKAGE MATERIAL

Item	Quantity	Units	Unit Cost	Cost
Pre-wired Aluminum Bungalow, 6'x6'	1	EACH	$ 18,000.00	$ 18,000.00
GCP 4000 1 Track (redundant)	1	EACH	$ 18,020.00	$ 18,020.00
Multi-freq NBS, 340-970 Hz	2	EACH	$ 330.00	$ 660.00
Shunt/Coupler Enclosure	2	EACH	$ 550.00	$ 1,100.00
Hardwire shunt	1	EACH	$ 200.00	$ 200.00
SEAR II, ILOD	2	EACH	$ 408.00	$ 816.00
Modem, Raven X	1	EACH	$ 3,375.00	$ 3,375.00
Wayside Access Gateway	1	EACH	$ 850.00	$ 850.00
SEAR II, Ground Fault Sensor	1	EACH	$ 420.00	$ 420.00
Convertor, 12VDC/12VDC	1	EACH	$ 1,431.00	$ 1,431.00
Rectifier, NRS 20A	1	EACH	$ 380.00	$ 380.00
Rectifier, NRS 40A	1	EACH	$ 575.00	$ 575.00
Battery, Ni-Cad, SPL 250 AH	11	EACH	$ 200.00	$ 2,200.00
Battery, Ni-Cad, SPL 340 AH	9	EACH	$ 275.00	$ 2,475.00
LED Flasher & Gate Assembly, 2-Way	1	EACH	$ 8,900.00	$ 8,900.00
LED Flasher & Gate Assy w/1 Sidelite	1	EACH	$ 9,700.00	$ 9,700.00
Foundation, S-2	2	EACH	$ 1,100.00	$ 2,200.00
Arm, E-Z Gate, 16-24'	2	EACH	$ 605.00	$ 1,210.00
Gatekeeper, SK-1000	2	EACH	$ 1,410.00	$ 2,820.00
Bell, Electronic	1	EACH	$ 385.00	$ 385.00
Wire, 2c/6, T10456	400	FEET	$ 1.63	$ 652.00
Cable,3c/6,T10458	100	FEET	$ 3.21	$ 321.00
Cable,7c/6,9c/14, T12481	400	FEET	$ 5.20	$ 2,080.00
				=========
SUBTOTAL CROSSING PACKAGE MATERIAL				$ 78,770.00
				=========
TOTAL MATERIAL				$ 95,470.00

LABOR

SIGNAL LABOR

Item	Gang Days	Cost/Day	Cost
5-man Gang	10	$ 2,000.00	$ 20,000.00
			=========
SUBTOTAL SIGNAL LABOR			$ 20,000.00

MISCELLANEOUS LABOR

Item	Quantity	Units	Unit Cost	Cost
Preliminary Engineering	1	L.S.	$ 2,500.00	$ 2,500.00
Construction Engineering	1	L.S.	$ 300.00	$ 300.00
Accounting	1	L.S.	$ 200.00	$ 200.00
				=========
SUBTOTAL MISCELLANEOUS LABOR				$ 3,000.00
				=========
TOTAL LABOR				$ 23,000.00

OTHER

Item	Quantity	Units	Unit Cost	Cost
Contractor/Rented Equipment	1	L.S.	$ 6,250.00	$ 6,250.00
Directional Boring (By Others)	200	FT	$ 41.00	$ 8,200.00
Power Service, AC	1	L.S.	$ 8,000.00	$ 8,000.00
Freight on Crossing Package	1	L.S.	$ 5,000.00	$ 5,000.00
Preliminary Engineering (Contracted)	1	L.S.	$ 2,500.00	$ 2,500.00
Construction Engineering (Contracted)	1	L.S.	$ 8,000.00	$ 8,000.00
Per Diem/Business Expense	1	L.S.	$ 7,000.00	$ 7,000.00
Sales Tax on Material	1	L.S.	$ 5,514.00	$ 5,514.00
				=========
TOTAL OTHER				$ 50,464.00
				=========
TOTAL DIRECT COSTS				$ 168,934.00

FHWA ADDITIVES

Material		$ 95,470.00	
Material Additive	5.00%		$ 4,774.00
Signal Labor		$ 20,000.00	
Signal Labor Additive	144.76%		$ 28,952.00
Engineering Labor		$ 2,800.00	
Engineering Labor Additive	144.76%		$ 4,053.00
Accounting Labor		$ 200.00	
Accounting Labor Additive	144.76%		$ 290.00
Other		$ 50,464.00	
		=========	=========
TOTAL DIRECT COSTS		$ 168,934.00	
TOTAL FHWA ADDITIVES			$ 38,069.00
			=========
GRAND TOTAL FHWA BASIS			$ 207,003.00

IOWA DOT

Office of Rail Transportation
800 Lincoln Way, Ames, IA 50010

State of Iowa Section 130 Crossing Safety Improvements Agreement

Railroad Crossing Location Information

County: Buena Vista

307503V / 428.11
FRA No. / Milepost

Location:

Oneida Street
Street Name

Storm Lake
City Name

RRP-RR06(182)--8A-00
Project

Contact Information

Highway Authority Contact: Keri Navratil

Office Phone No: (712) 732-8000 Email Address: navratil@stormlake.org

Railroad Company Contact: Nicholas Burwell

Office Phone No: (319) 236-9205 Email Address: nicholas.burwell@cn.ca

Iowa DOT Program Manager: Kristopher Klop

Office Phone No: (515) 239-1108 Email Address: kristopher.klop@iowadot.us

Iowa DOT Project Inspector: Travis Tinken

Office Phone No: (515) 290-5055 Email Address: travis.tinken@iowadot.us

SECTION 1. Contracting Parties

This Agreement is between the State of Iowa acting by and through the Iowa Department of Transportation, hereafter called the STATE, and Chicago, Central and Pacific Railroad Company, hereafter called the COMPANY, and the city of Storm Lake, Iowa, hereafter called the HIGHWAY AUTHORITY.

IN CONSIDERATION OF the mutual promises contained herein the COMPANY and the STATE and the HIGHWAY AUTHORITY agree as follows:

SECTION 2. Purpose of Agreement

The STATE, the HIGHWAY AUTHORITY and the COMPANY have determined the extent to which safety upgrades are to be performed at this crossing, including but not limited to rail safety devices and roadway enhancements. The specific safety enhancements included as part of the agreed upon scope of project are described in the *Crossing Review On-Site Report*, attached hereto and made part of this Agreement.

All safety upgrades will comply with Manual on Uniform Traffic Control Devices (MUTCD).

The STATE agrees to secure funds under 23 USC Section 130 for the costs of this construction. The work shall hereinafter be referred to as the Project. The STATE and the COMPANY agree the COMPANY costs for accounting labor and bill reproduction will be billed at the STATE approved additive rate.

It is specifically understood and agreed that the COMPANY shall have no obligation to perform any individual Project until such time as the agreement is fully executed by all parties identified.

SECTION 3. Preliminary Engineering

Preliminary Engineering includes production of site plans, cost estimates and circuit plans prepared by the COMPANY for the specified location. The site plan portion of the Circuit Plan (front sheet) and the cost estimate labeled as Exhibit "A" shall be attached and by this reference incorporated into this Agreement.

SECTION 4. COMPANY Responsibility

The COMPANY or its consultant shall provide all engineering, materials, and labor to construct the Project. The Project shall be constructed in a good workmanlike manner in accord with COMPANY standards, and with Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F).

SECTION 5. **HIGHWAY AUTHORITY Responsibility**

The HIGHWAY AUTHORITY shall be responsible for payment of the local match for this Project as described in Section 14 of this Agreement.

The HIGHWAY AUTHORITY shall insure that all pavement markings are properly painted and advanced warning signs are in place and maintained as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways. The HIGHWAY AUTHORITY shall also insure clear motorist view from the roadway lanes of the new flashing lights installed with the Project. This clear view shall be maintained by the HIGHWAY AUTHORITY for as long as the signals remain at the crossing.

SECTION 6. **Notification Requirements**

The COMPANY shall notify the STATE's contact person and the HIGHWAY AUTHORITY contact person no later than 14 days prior to the start of the Project at the crossing.

The COMPANY shall also notify the STATE's contact person and the HIGHWAY AUTHORITY contact person when the work at the Project location is completed. The STATE's and the HIGHWAY AUTHORITY's contact persons are shown on page 1 of the Agreement.

SECTION 7. **Work Start and Completion**

The COMPANY shall begin construction of the Project as soon as possible after the STATE gives written authorization to proceed, and shall complete the Project within eighteen (18) months of written authorization to proceed. The Project shall be considered complete when the COMPANY physically completes the work. Costs incurred for work after eighteen (18) months of STATE authorization will not be reimbursed unless the COMPANY has requested and received from the STATE a written extension of the time for completion. The STATE shall have complete discretion and be the sole authority to grant or deny extensions. COMPANY costs incurred for work following time extensions will not be reimbursed.

SECTION 8. **Delegation of Work**

The COMPANY shall perform the Project work with its own signal forces unless otherwise approved in writing by the STATE.

In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall advise the STATE the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work.

SECTION 9. **Regulations Affecting this Agreement**

The Project shall be financed from 23 USC Section 130 Railroad-Highway Crossings Fund as described in Section 14 herein. Regulations of the Federal Highway Administration apply to the Project financed from funds appropriated under Federal Highway legislation and are subject to all applicable STATE

laws, rules, and regulations. Specific reference is made to the Code of Federal Regulations (CFR): 23CFR 646B; 23 CFR 140I, 23 CFR 924, 49 CFR 234; Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F); and any supplements or revisions to the Manual issued by the Federal Highway Administration.

SECTION 10. Standard Title VI Assurances

The COMPANY, and all agents of the COMPANY that participate in the project, shall comply with Regulations relative to nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements pursuant to 49 CFR Subtitle A, Part 21 – to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the STATE.

SECTION 11. Compliance with BuyAmerica Requirements

All portions of the project whether performed by the COMPANY or the COMPANY's contractor shall be performed in compliance with 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141 BuyAmerica Requirements. The COMPANY shall maintain documentation/certification of all products of iron, steel, or a coating of steel that are incorporated into the project for a period of three years after completion of all obligations under this Agreement. The COMPANY shall provide copies of all documentation/certification under this section of this Agreement to the STATE within a reasonable time after the STATE's written request.

SECTION 12. Documentation of Material and Labor

The COMPANY shall keep an accurate and detailed account of the actual and necessary material and labor costs incurred in its performance of the work. The COMPANY shall document all materials and labor used to complete the Project in accordance with the 23 CFR 140I. Project cost records shall be maintained in accord with 23 CFR 140I and separated by Project location.

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M-1207.002

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The STATE shall audit COMPANY records after receipt of the final bill to determine total reimbursable project costs. Reimbursement to the COMPANY shall be governed by the STATE's CERTIFICATE OF AUDIT for the Project location. This Certificate shall establish the eligible Project cost. The COMPANY shall reimburse the STATE for any justifiable exceptions. The STATE shall not reimburse state sales or use tax. A copy of the Construction Sales Tax and Exemption Certificate associated with this project, issued by the Iowa Department of Revenue, is attached to the Agreement. The STATE shall reimburse the COMPANY an amount not to exceed the Federal Highway Administration reimbursement under 23 USC 130.

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This Agreement and its exhibits constitute the entire Agreement between the STATE and the HIGHWAY AUTHORITY and the COMPANY concerning this Project. Any substantial change in the Project as determined by the STATE and the HIGHWAY AUTHORITY must receive prior written approval by the STATE and the HIGHWAY AUTHORITY.

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This Agreement shall be effective upon the date of the STATE's execution.

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All notices required under this Agreement shall be made to the respective Contact Persons listed on page 1 of this Agreement.

SECTION 21. <u>Termination Due to Lack of Funds</u>

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the STATE shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following: 1. The federal government, legislator or governor fail in the sole opinion of the STATE to appropriate funds sufficient to allow the STATE to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the STATE to make any payment hereunder are insufficient or unavailable for any reason as determined by the STATE in its sole discretion; or 3. If the STATE's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified.

The STATE shall provide the COMPANY with written notice of termination pursuant to this section. The STATE will pay the COMPANY for the STATE share of the non-cancelable obligations allowable under the Agreement and properly incurred by the COMPANY prior to termination.

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If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

IN WITNESS WHEREOF the COMPANY and the STATE hereto have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the COMPANY this	Chicago, Central and Pacific Railroad Company
17 day of July, 2019	By __________
	Chad Anderson, Chief Engineer
Executed by the HIGHWAY AUTHORITY this	Storm Lake, Iowa
____ day of ________, 20___	By __________
	Keri Navratil, City Manager
Executed by the STATE this	STATE OF IOWA
	Iowa Department of Transportation
____ day of ________, 20___	By __________
	Stuart Anderson, Director - Office of Rail Transportation

IOWA
Department of Revenue
www.iowa.gov/tax

Designated Exempt Entity
Iowa Construction Sales Tax Exemption
Certificate and Authorization Letter

This document may be completed by a designated exempt entity and given to their contractor and/or subcontractor. *Seller:* Keep this certificate in your files. *Contractor/Exempt Entity:* Keep a copy of this certificate for your records. **Do not send this to the Department of Revenue**

Designated Exempt Entity		
Iowa Department of Transportation		
Address 1: 800 Lincoln Way		
Address 2:		
City: Ames	State: IA	Zip Code: 50010 0000
Construction Project Name: 307502N Crossing Signal Project		
Construction Project Number (if used): RRP-RR05(182)--8A-00.		

General Contractor or Subcontractor Name		
Chicago, Central & Pacific Railway Company		
Address 1: 17641 S Ashland Ave.		
Address 2:		
City: Homewood, IL	State: IL	Zip Code: 60430
Type of Work: General Contractor		

Description of contract/subcontract
Upgrade of Railroad Crossing active warning devices

The named contractor/subcontractor may purchase building materials used in the contract, exempt from sales tax. This exemption does NOT apply to materials, equipment and supplies consumed by the contractor or subcontractor that are not incorporated into the real property being constructed.

Designated Exempt Entity Authorized Agent: [signature] Date: 11/5/18

Authorization Letter From Iowa Department of Transportation

CONTRACTORS/SUBCONTRACTORS: A copy of this document must be presented to your supplier(s) prior to purchasing your building materials.

Pursuant to Iowa Code Section 423.3(80), you are authorized to purchase building materials tax free for the contract specified above.

The exemption certificate (or a copy of the certificate) may be provided to the suppliers of your building materials and will authorize them to sell you the materials exempt from Iowa sales tax and any applicable local option sales tax. Complete information on qualifying materials can be found at www.iowa.gov/tax, the Iowa Department of Revenue (IDR) Web site.

It is your responsibility to have records identifying the materials purchased and verifying they were used on this project. Any materials purchased tax-free and not used on this construction project are subject to sales and applicable local option tax. Should this occur, the tax must be paid directly by you to IDR in the same calendar quarter the project is completed. E-mail the department at: idr@iowa.gov if you have questions on this requirement.

Contractors should be aware that use of the certificate to claim exemption from tax for items not used on this project or that do not qualify for exemption could result in civil or criminal penalties.

31-013 (12/10/02)

Federal Aid Rail/Highway Safety Fund Program
Signal Installation Eligible for Maintenance Reimbursement under this Agreement

FRA#	SEQ	Highway Jurisd.	Location
307503V	07	Storm Lake, IA	Oneida Street

Exhibit B

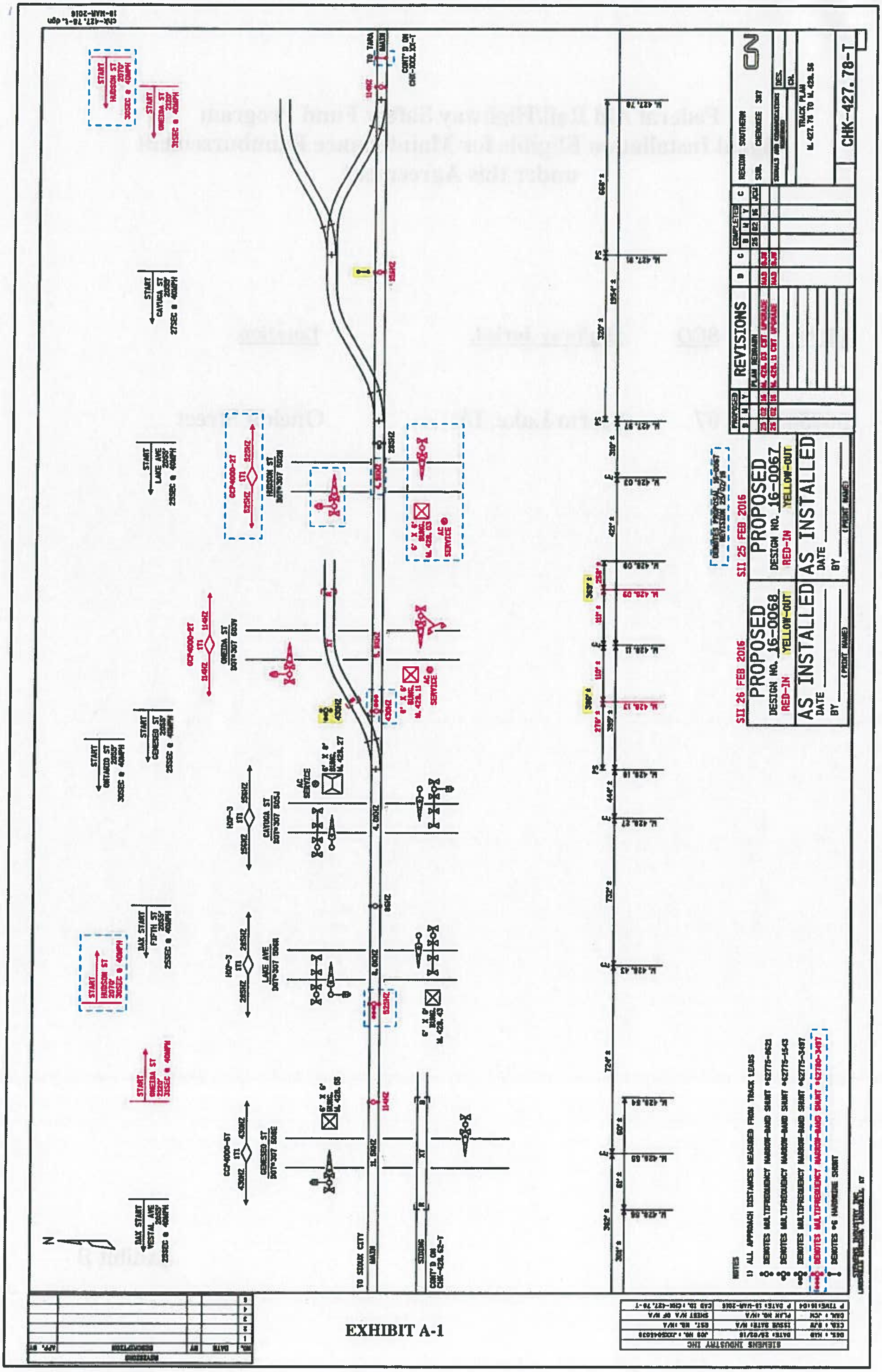
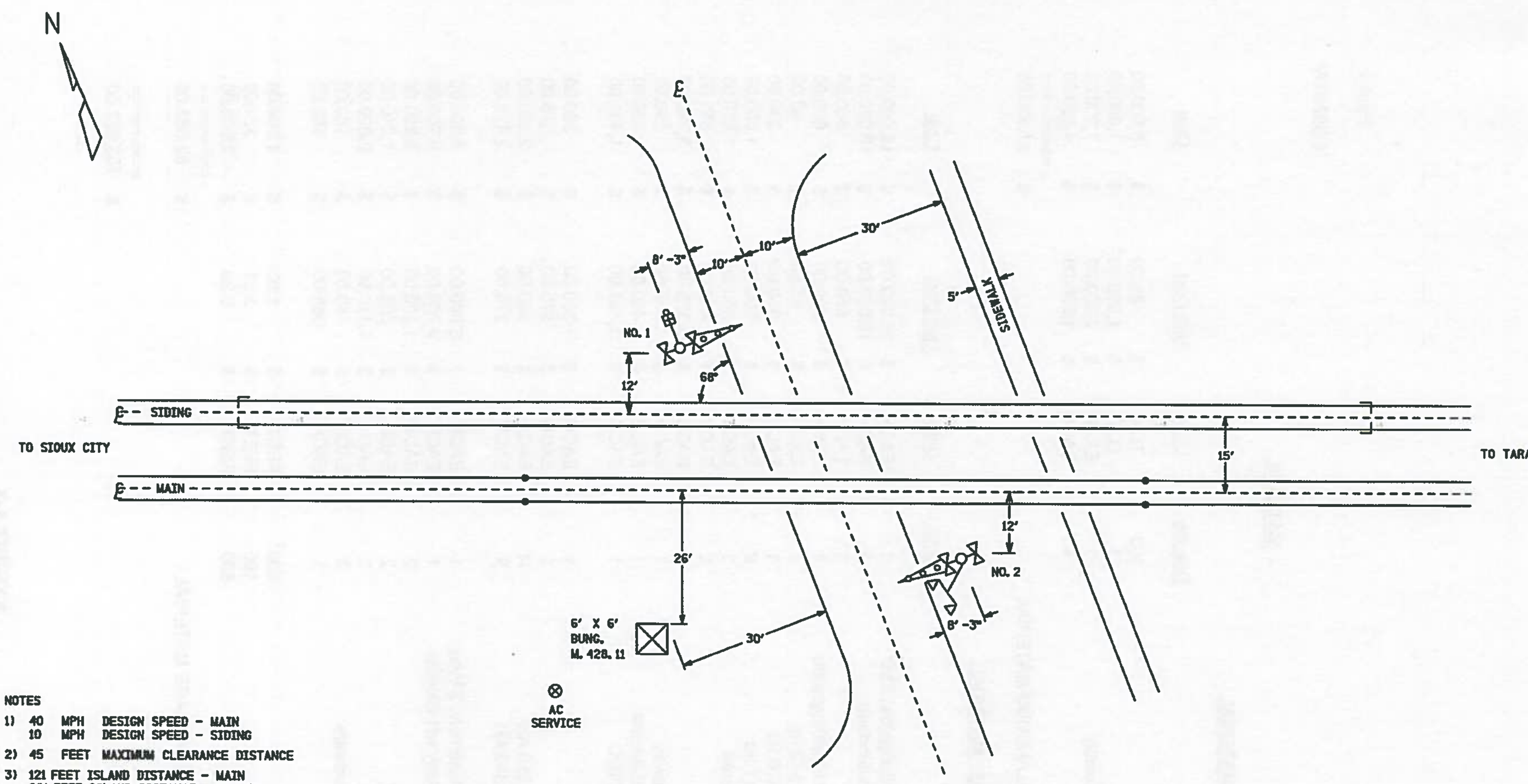

CHK-427.78-T
REVISIONS
SII 26 FEB 2016
PROPOSED
DESIGN NO. 16-0068
RED-IN
YELLOW-OUT
AS INSTALLED
SII 25 FEB 2016
PROPOSED
DESIGN NO. 16-0067
RED-IN
YELLOW-OUT
AS INSTALLED
SIEMENS INDUSTRY INC

EXHIBIT A-1

EXHIBIT A-2



NOTES

1) 40 MPH DESIGN SPEED - MAIN
   10 MPH DESIGN SPEED - SIDING
2) 45 FEET MAXIMUM CLEARANCE DISTANCE
3) 121 FEET ISLAND DISTANCE - MAIN
   221 FEET ISLAND DISTANCE - SIDING
4) CONSTANT WARNING CONTROL - MAIN
   ISLAND ONLY CIRCUIT CONTROL - SIDING
5) APPROACH CIRCUIT DISTANCE PROVIDES FOR:
   1 SEC CLEARANCE TIME
   0 SEC PREEMPTION TIME (0 SEC ADVANCE TIME)
   21 SEC MINIMUM WARNING TIME
   4 SEC GATE DESCENT DELAY
   10 SEC BUFFER TIME
   5 SEC EQUIPMENT REACTION TIME
6) 18 FEET NO. 1 GATE ARM LENGTH
   18 FEET NO. 2 GATE ARM LENGTH

SIEMENS INDUSTRY INC. LOUISVILLE DIVISION, LOUISVILLE, KY

SII 26 FEB 2016

PROPOSED
DESIGN NO. 16-0068
RED-IN YELLOW-OUT

AS INSTALLED
DATE
BY
(PRINT NAME)

PROPOSED D M Y	REVISIONS	D	C	COMPLETED D M Y	C

REGION SOUTHERN
SUB. CHEROKEE 307
CN
SIGNALS AND COMMUNICATIONS HOMEWOOD
26 FEBRUARY 2016
DES. ASG
CH. BJW
SITUATION SKETCH
SCALE 1" = 20'
STORM LAKE, IA
ONEIDA ST
CHK-428.11-0
DOT#307 503V

CHK-428.11-0.dgn
18-MAR-2016

MATERIAL

MISCELLANEOUS MATERIAL

Item	Quantity	Units	Unit Cost	Cost
Backfill	100	TON	$ 85.00	$ 8,500.00
Signal Material	1	LOT	$ 1,000.00	$ 1,000.00
17kw Generator Assembly	1	EACH	$ 7,200.00	$ 7,200.00
Insulated Joint	4	EACH	$ 1,200.00	$ 4,800.00
				=========
SUBTOTAL MISCELLANEOUS MATERIAL				$ 21,500.00

CROSSING PACKAGE MATERIAL

Item	Quantity	Units	Unit Cost	Cost
Pre-wired Aluminum Bungalow, 6'x6'	1	EACH	$ 18,000.00	$ 18,000.00
GCP 4000 1 Track (redundant)	1	EACH	$ 18,020.00	$ 18,020.00
DC converter, 2TC	1	EACH	$ 550.00	$ 550.00
Relay, ST, 4 Ω, 400010 w/Plugboard	1	EACH	$ 600.00	$ 600.00
Resistor (4 Ohm & 2.5 Ohm)	2	EACH	$ 45.00	$ 90.00
Multi-freq NBS, 340-970 Hz	1	EACH	$ 330.00	$ 330.00
Multi-freq NBS, 86-211 Hz	2	EACH	$ 500.00	$ 1,000.00
Shunt/Coupler Enclosure	3	EACH	$ 550.00	$ 1,650.00
SEAR II, ILOD	2	EACH	$ 408.00	$ 816.00
Modem, Raven X	1	EACH	$ 3,375.00	$ 3,375.00
Wayside Access Gateway	1	EACH	$ 850.00	$ 850.00
SEAR II, Ground Fault Sensor	1	EACH	$ 420.00	$ 420.00
Convertor, 12VDC/12VDC	1	EACH	$ 1,431.00	$ 1,431.00
Rectifier, NRS 20A	1	EACH	$ 380.00	$ 380.00
Rectifier, NRS 40A	1	EACH	$ 575.00	$ 575.00
Battery, Ni-Cad, SPL 250 AH	11	EACH	$ 200.00	$ 2,200.00
Battery, Ni-Cad, SPL 340 AH	9	EACH	$ 275.00	$ 2,475.00
LED Flasher & Gate Assembly, 2-Way	1	EACH	$ 8,900.00	$ 8,900.00
LED Flasher & Gate Assy w/1 Sidelite	1	EACH	$ 9,700.00	$ 9,700.00
Foundation, S-2	2	EACH	$ 1,100.00	$ 2,200.00
Arm, E-Z Gate, 16-24'	2	EACH	$ 605.00	$ 1,210.00
Gatekeeper, SK-1000	2	EACH	$ 1,410.00	$ 2,820.00
Sign, "2 Tracks", w/Hardware	2	EACH	$ 80.00	$ 160.00
Bell, Electronic	1	EACH	$ 385.00	$ 385.00
Wire, 2c/6, T10456	800	FEET	$ 1.63	$ 1,304.00
Cable,3c/6,T10458	100	FEET	$ 3.21	$ 321.00
Cable,7c/6,9c/14, T12481	500	FEET	$ 5.20	$ 2,600.00
				=========
SUBTOTAL CROSSING PACKAGE MATERIAL				$ 82,362.00
				=========
TOTAL MATERIAL				$ 103,862.00

LABOR

SIGNAL LABOR

Item	Gang Days	Cost/Day	Cost
5-man Gang	10	$ 2,000.00	$ 20,000.00
			=========
SUBTOTAL SIGNAL LABOR			$ 20,000.00

MISCELLANEOUS LABOR

Item	Quantity	Units	Unit Cost	Cost
Preliminary Engineering	1	L.S.	$ 2,500.00	$ 2,500.00
Construction Engineering	1	L.S.	$ 300.00	$ 300.00
Accounting	1	L.S.	$ 200.00	$ 200.00
				=========
SUBTOTAL MISCELLANEOUS LABOR				$ 3,000.00
				=========
TOTAL LABOR				$ 23,000.00

OTHER

Item	Quantity	Units	Unit Cost	Cost
Contractor/Rented Equipment	1	L.S.	$ 6,250.00	$ 6,250.00
Directional Boring (By Others)	200	FT	$ 41.00	$ 8,200.00
Power Service, AC	1	L.S.	$ 8,000.00	$ 8,000.00
Freight on Crossing Package	1	L.S.	$ 5,000.00	$ 5,000.00
Preliminary Engineering (Contracted)	1	L.S.	$ 2,500.00	$ 2,500.00
Construction Engineering (Contracted)	1	L.S.	$ 8,000.00	$ 8,000.00
Per Diem/Business Expense	1	L.S.	$ 7,000.00	$ 7,000.00
Sales Tax on Material	1	L.S.	$ 5,765.00	$ 5,765.00
				=========
TOTAL OTHER				$ 50,715.00
				=========
TOTAL DIRECT COSTS				$ 177,577.00

FHWA ADDITIVES

Material		$ 103,862.00	
Material Additive	5.00%		$ 5,193.00
Signal Labor		$ 20,000.00	
Signal Labor Additive	144.76%		$ 28,952.00
Engineering Labor		$ 2,800.00	
Engineering Labor Additive	144.76%		$ 4,053.00
Accounting Labor		$ 200.00	
Accounting Labor Additive	144.76%		$ 290.00
Other		$ 50,715.00	
		=========	=========
TOTAL DIRECT COSTS		$ 177,577.00	
TOTAL FHWA ADDITIVES			$ 38,488.00
			=========
GRAND TOTAL FHWA BASIS			$ 216,065.00

Staff Summary

9/3/2019
Agenda Item # 14.

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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Motion Approving Engineering Contract With Bolton & Menk For FEMA Lake Bank Restoration Project**

BACKGROUND: Earlier this year, the lake bank along Lighthouse Drive near Scout Park was pushed up likely by ice. The project is in the process of being evaluated by FEMA for funding. If approved, FEMA will pay 85% of the project cost with the City match being 15%. Including engineering and construction, the project is estimated to cost between $140,000 and $150,000. Bolton & Menk was selected by the City Council effective January 1, 2019 to be the City's engineer for infrastructure projects. This project fits in that category and FEMA approved of the City's engineer selection process.
The contract with Bolton & Menk for this project is in an amount not to exceed $48,690.

FISCAL IMPACT: Not to exceed $48,690 (85% from FEMA funding)

RECOMMENDATION: Approve the contract with Bolton & Menk for the FEMA Lake Bank Restoration Project in an amount not to exceed $48,690

ATTACHMENTS:

	Description	Type
🗋	Agreement	Contract

CITY OF STORM LAKE, IOWA AND BOLTON & MENK, INC.
TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES

TASK ORDER NO: 3 – FEMA Bank Restoration Project

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: September 3, 2019

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: November 5, 2018

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services ("Master Agreement") as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement. CLIENT and CONSULTANT agree as follows:

1.0 Scope of Services:
CONSULTANT shall perform the Services listed within the attached Exhibit I. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

2.0 Fees:
CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows.

TASK	DESCRIPTION	Total Cost
1	Field Data Collection, Design Engineering, and Bidding Services	$22,430
2	Construction Engineering Services	$19,170
3	FEMA Administration	$7,090
TOTALS		**$48,690**

Task 1 shall be invoiced on a fixed design fee basis, subject only to adjustments for a change in scope of services performed that are agreed upon in writing by the City and the Consultant.

Task 2 is an estimated amount for contract administration, construction staking, and 40 hours of construction observation. Actual costs will be invoiced in accordance with Section III.A.1 of the Professional Services Agreement. Scope and limitation of resident project representative services are further defined within Exhibit I-1.

Task 3 is an estimated amount for FEMA grant administration. Actual costs will be invoiced in accordance with Section III.A.1 of the Professional Services Agreement.

3.0 Schedule:
Schedule for performance of Services will be as follows, such that all services will be completed by December 31, 2020.

September 2019	• Authorization of engineering for design, bidding, and construction services
September – October 2019	• Final design tasks
November 2019	• Bid Letting
December 2019	• Award project and construction agreement
October 1, 2019 – September 30, 2020	• Construction
October – December 2020	• Final project closeout

4.0 Deliverables
Deliverables will as set forth within the attached Exhibit I.

5.0 Term
In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT'S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

6.0 Other Matters
NONE

7.0 Project Managers
Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

CITY OF STORM LAKE, IOWA
David Derragon
620 Erie Street
Storm Lake, Iowa 50588
Office Phone: 712-732-8000
Email: derragon@stormlake.org

BOLTON & MENK, INC.
Josh Pope, P.E.
218 11th Street SW Plaza
Spencer, Iowa 51301
Office Phone: 712-580-5075
Email: Joshua.Pope@bolton-menk.com

CITY OF STORM LAKE, IOWA

By:____________________________

Printed Name: Michael Porsch

Title: Mayor

BOLTON & MENK, INC.

By: Wesley W. Brown

Printed Name: Wesley W. Brown, P.E.

Title: Principal Engineer

ATTACHMENTS TO THIS TASK ORDER:
Exhibit I – Consultant's Services
Exhibit I-1 – Resident Project Representative

EXHIBIT I – CONSULTANT'S SERVICES

TASK ORDER NO. 3 – FEMA BANK RESTORATION PROJECT

STORM LAKE, IOWA

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The CONSULTANT agrees to provide civil engineering services required for the construction of the bank restoration for the north shore of Storm Lake adjacent to Lighthouse Drive.

The basic improvements anticipated as part of this Agreement include bank restoration and other related items.

I.A. BASIC SERVICES

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

Task 1: Field Data Collection, Design Engineering, and Bidding Services

Task 1.1: Project Administration and Coordination

CONSULTANT will offer regular updates on next steps and upcoming project requirements. CONSULTANT will also prepare and provide miscellaneous project correspondence, scheduling, invoicing, and budget management necessary for expediting work products and project decision-making. Schedule updates will be provided on a regular basis.

Task 1.2: Field Data Collection

CONSULTANT will complete a topographic survey to provide base mapping, a digital terrain model, and utility information within the project corridor. Utility coordination will be completed to include private utility information on the topographic survey.

Task 1.2: Final Plan Sheets

CONSULTANT will prepare comprehensive, detailed construction plans for the proposed improvements. This task includes preparation of applicable plan sections such as:

- Title Sheet
- General Layout
- Statement of Estimated Quantities
- Typical Sections/Construction Details
- Existing Conditions and Removal Plan
- Construction Plan
- Traffic Control Plan
- Stormwater Pollution Prevention and Erosion Control Plan

Task 1.3: Project Specifications

CONSULTANT will prepare special provisions to submit with the final construction plan.

Task 1.4: Engineer's Estimate

CONSULTANT will prepare an engineer's cost estimate based on the final plans and specifications.

Task 1.5: Bidding Phase Services

CONSULTANT will prepare and publish the advertisement for bid and distribute the bid documents. CONSULTANT will provide responses to questions from contractors and issue addenda as required. CONSULTANT will attend the bid opening, prepare the resultant bid tabulation, and provide verification of submitted bids as part of the contract award recommendation to be provided to the CLIENT. Upon Council award, CONSULTANT will distribute the Contract to the selected contractor and secure the required contractor submittals necessary to commence construction.

Task 2: Construction Engineering Services

Task 2.1: Construction Contract Administration

CONSULTANT will administer the construction contract in accordance with the contract provisions. Specific responsibilities of Contract Administration will include:

- Construction meeting coordination and attendance
- Record keeping
- Reviewing contractor submittals
- Reviewing and monitoring the contractor’s progress schedule
- Preparing monthly pay estimates.
- Assisting the City in scope management activities for the project, including:
    - Reviewing potential changes to the plans
    - Analyzing contractor notices of extra work, claims or time extensions, and making recommendations to City
    - Negotiating settlements to potential changes for the ultimate approval by the City
    - Preparing contract change documents as required

Task 2.2: Construction Staking

CONSULTANT will complete the required construction staking for the project. Staking needs will be coordinated with the contractor and the Resident Project Representative. Specific survey tasks include:

- Office computations & project management
- Verify, set, and maintain project control
- Staking of proposed improvements

Task 2.3: Construction Observation

CONSULTANT will provide resident project representative (RPR) services during construction of the project as requested by the CLIENT. RPR services consist of observation of the work of the work of the contractor, coordination of testing services and documentation of the work progress. RPR services do not constitute acceptance or approval of the contractor's work nor do they relieve any part of the contractor's responsibility under the construction documents. Scope and limitations of RPR services are further defined in EXHIBIT I-1.

Task 2.4: Record Drawings and Project Closeout

CONSULTANT will use the documentation compiled throughout the construction of the project to prepare all necessary proceedings to finalize the project. CONSULTANT will prepare and provide record drawings to the CLIENT.

Task 3: FEMA Administration

Task 3.1: Grant Administration

CONSULTANT will coordinate the final design and contract documents with the area FEMA representatives to ensure that the bidding process, contractor selection, contract documents, worker's compensation, construction materials, insurance, bonding, etc., are fundable and in accordance with FEMA grant requirements. Upon the selection of a contractor, CONSULTANT will continue to work with FEMA representatives to ensure that the selected contractor continues to meet all grant-oriented requirements.

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section 1.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Additional services may include:

1. Permitting application fees.

EXHIBIT I-1

RESIDENT PROJECT REPRESENTATIVE

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

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

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

A. GENERAL

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

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.

2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:
    a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.

    b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

    a. Record date of receipt of Shop Drawings and samples.

    b. Receive samples which are furnished at the site by CONTRACTOR, and notify

CONSULTANT of availability of samples for examination.

c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.

6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.

8. Records:

a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

   a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

   b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.

   c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.

   d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.

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

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

12. Completion:

   a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.

   b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.

   c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

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

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.

2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.

7. Authorize CLIENT to occupy the Project in whole or in part.

8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

Staff Summary

9/3/2019
Agenda Item # 15.

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

REPORT TO:	Honorable Mayor and City Council
FROM:	Keri Navratil, City Manager
SUBJECT:	**Motion Approving Engineering Contract With Bolton & Menk For King's Pointe Concrete Rehabilitation Project**
BACKGROUND:	This concrete rehabilitation project in the Outdoor Pool and Waterpark area has been planned for several years. Concerns with a fall or spring timing for the project, including the best timing for a bid process, have been discussed at length. A decision has been made to enter into a contract with Bolton & Menk to assist with the engineering of the project. The work is planned to be performed by the City's Street Division concrete crew. It is anticipated that performing the work in-house will save a significant amount of funding.
FISCAL IMPACT:	Not to exceed $16,000
RECOMMENDATION:	Approve the contract with Bolton & Menk for the King's Pointe Concrete Rehabilitation Project in an amount not to exceed $16,000

ATTACHMENTS:

	Description	Type
🗋	Agreement	Contract

CITY OF STORM LAKE, IOWA AND BOLTON & MENK, INC.
TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES

TASK ORDER NO: 2 – 2020 King's Pointe Concrete Repairs

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: September 3, 2019

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: November 5, 2018

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services ("Master Agreement") as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement. CLIENT and CONSULTANT agree as follows:

1.0 Scope of Services:
CONSULTANT shall perform the Services listed within the attached Exhibit I. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

2.0 Fees:
CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows.

TASK	DESCRIPTION	Total Cost
1	Design Engineering Services	$12,600
2	Construction Engineering Services	$3,400
TOTALS		**$16,000**

Task 1 shall be invoiced on a fixed design fee basis, subject only to adjustments for a change in scope of services performed that are agreed upon in writing by the City and the Consultant.

Task 2 is an estimated amount for construction engineering and administration. Actual costs will be invoiced in accordance with Section III.A.1 of the Professional Services Agreement.

3.0 Schedule:
Schedule for performance of Services will be as indicated in the following table, such that all services will be completed by August 31, 2020.

September 2019	• Authorization of engineering for design and construction engineering services
September 2019	• Final design tasks
September 2019 – May 2020	• Construction
June 2020	• Final project closeout

4.0 Deliverables
Deliverables will as set forth within the attached Exhibit I.

5.0 Term
In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT'S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

6.0 Other Matters
NONE

7.0 Project Managers
Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

CITY OF STORM LAKE, IOWA
David Derragon
620 Erie Street
Storm Lake, Iowa 50588
Office Phone: 712-732-8000
Email: derragon@stormlake.org

BOLTON & MENK, INC.
Josh Pope, P.E.
218 11th Street SW Plaza
Spencer, Iowa 51301
Office Phone: 712-580-5075
Email: Joshua.Pope@bolton-menk.com

CITY OF STORM LAKE, IOWA

By:________________________________

Printed Name: Michael Porsch

Title: Mayor

BOLTON & MENK, INC.

By: Wesley W. Brown

Printed Name: Wesley W. Brown, P.E.

Title: Principal Engineer

ATTACHMENTS TO THIS TASK ORDER:
Exhibit I – Consultant's Services

EXHIBIT I – CONSULTANT'S SERVICES

<u>TASK ORDER NO. 2 – 2020 KING'S POINTE CONCRETE REPAIRS</u>

<u>STORM LAKE, IOWA</u>

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The CONSULTANT agrees to provide civil engineering services required for the construction of various concrete repairs associated with the King's Pointe outdoor pool and waterpark.

The basic improvements anticipated as part of this Agreement include concrete replacement, rehabilitation and other related items.

I.A. BASIC SERVICES

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

<u>Task 1: Design Engineering Services</u>

Task 1.1: Project Administration and Coordination

CONSULTANT will offer regular updates on next steps and upcoming project requirements. CONSULTANT will also prepare and provide miscellaneous project correspondence, scheduling, invoicing, and budget management necessary for expediting work products and project decision-making. Schedule updates will be provided on a regular basis.

Task 1.2: Final Plan Sheets

CONSULTANT will prepare comprehensive, detailed construction plans for the proposed improvements. The final plans will be based on the documents previously prepared by Tometich Engineering in 2017; modifications will include additional repair items that have been noted since the initial 2017 plan preparation. This task includes preparation of applicable plan sections such as:

- Title Sheet
- General Layout
- Typical Sections/Construction Details
- Existing Condition and Construction Plan

Task 1.3: Project Specifications

CONSULTANT will prepare special provisions to submit with the final construction plan.

Task 1.4: Engineer's Estimate

CONSULTANT will prepare an engineer's cost estimate based on the final plans and specifications.

<u>Task 2: Bidding and Construction Engineering Services</u>

Task 2.1: Construction Contract Administration

CONSULTANT will administer the construction contract in accordance with the contract provisions. Specific responsibilities of Contract Administration will include:

- Coordination with utility agencies, other consultants, and public agencies.

- Record keeping
- Attendance at City Council meetings, City staff meetings, neighborhood open house meetings, and other meetings as requested by City staff.
- Additional administrative and engineering direction as may be requested by City staff to fulfill day-to-day City operating requirements.

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section 1.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Staff Summary

9/3/2019
Agenda Item # 16.

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

REPORT TO:	Honorable Mayor and City Council
FROM:	Keri Navratil, City Manager
SUBJECT:	**Motion Approving Antenna Agreement With District 3 Amateur Radio Group**
BACKGROUND:	District 3 Amateur Radio Group (D3 ARG), a non-profit emergency communications group, headquartered in Storm Lake, IA, wishes to pursue an agreement with the City of Storm Lake (City), to install an antenna, coax, grounding, and electrical outlets (antenna system) at the water tower on the west side of Storm Lake. This antenna system would serve as a backup antenna system for the Police Department in the event their primary antenna system failed at the existing site located on the water tower on Ontario Street.
FISCAL IMPACT:	None
RECOMMENDATION:	Approve the agreement with District 3 Amateur Radio Group for location of an antenna on City facilities and authorize the Mayor and City Clerk to sign

ATTACHMENTS:

	Description	Type
🗋	Agreement	Contract

D3ARG

District 3 Amateur Radio Group

District 3 Amateur Radio Group (D3 ARG), a non-profit emergency communications group, headquartered in Storm Lake, IA, wishes to pursue an agreement with the City of Storm Lake (City), to install an antenna, coax, grounding, and electrical outlets (antenna system) at the water tower on the west side of Storm Lake. This antenna system would serve as a backup antenna system for the Police Department in the event their primary antenna system failed at the existing site located on the water tower on Ontario Street.

In exchange for installation of the antenna system D3 ARG would like to utilize space from the City inside the base of the water tower for radio equipment that would be connected to the antenna system for Amateur Radio purposes. This would provide as a continual test for the antenna system for the City. In the event the Police Department needed to relocate to this site as a backup, D3 ARG would disconnect and power down any equipment to make room for equipment from the Police Department.

Amateur Radio serves as a backup communications tool for a number of public agencies, including but not limited to the Police Department, Red Cross, Salvation Army, and Emergency Management. Amateur Radio operators cannot charge for their services, nor do they get reimbursed from any agency for their service to the community. They are often one of the first groups enlisted after a major disaster to re-establish communications channels.

Installation and maintenance activities performed at the water tower will be overseen by the City's current IT Solution Provider Rebnord Technologies.

Thanks for your consideration in this matter.

Jason Knapton
Director, District 3 Amateur Radio Group
Emergency Coordinator Buena Vista County Amateur Radio Emergency Services
Assistant District Emergency Coordinator District 3 Amateur Radio Emergency Services

ANTENNA SYSTEM INSTALLATION AGREEMENT

THIS ANTENNA SYSTEM INSTALLATION AGREEMENT is effective this 1st day of July, 2019, between the City of Storm Lake ("City"), and District 3 Amateur Radio Group ("D3 ARG").

1. ANTENNA SYSTEM

    a. D3 ARG will provide installation and configuration of an Antenna System at the water tower as described as:

        930 Leona Circle
        Storm Lake, IA 50588
        Lat: 42.627587
        Long: -95.244435

    b. The Antenna System will consist of Antenna (DB-222A), Coax (1/2" Heliax), Connectors (Commscope), Grounding, Electrical work (20 amp 220v circuit and 20 amp, 110v circuit), and Tower Climbing and installation services for all equipment related to the Antenna System.
    c. Rebnord Technologies will serve as General Contractor for all work of the installation and maintenance of the Antenna System.
    d. D3 ARG will provide this equipment and service to the City for the payment of One Dollar ($1.00).

2. ACCESS TO ANTENNA SYSTEM AND LEASED SPACE

    a. City will provide a small area inside the base of the water tower for D3 ARG to install and maintain Amateur Radio Equipment that will be connected to the Antenna System
    b. City will provide access to D3 ARG of the Antenna System to serve as an Amateur Radio Repeater Antenna.
    c. Access to the site will be supervised by Rebnord Technologies and Water Plant Personnel.
    d. City will provide access to the space and Antenna System for the payment of One Dollar ($1.00).

3. ACCESS TO ANTENNA SYSTEM FOR POLICE DEPARTMENT

    a. The Antenna System will serve as a backup location for the Storm Lake Police Department. If at such time the Police Department needs to access the antenna for service, testing, or use, D3 ARG will power down and disconnect their equipment immediately upon notice.

4. MAINTENANCE OF ANTENNA SYSTEM

    a. D3 ARG agrees to reasonably provide maintenance of the Antenna System during the life of the agreement

5. REPLACEMENT OF ANTENNA SYSTEM

a. If at any time the Antenna System becomes damaged beyond reasonable maintenance and repair, both parties will sit down and discuss options and evaluate the continued need of the Antenna System at such time.

6. DURATION OF AGREEMENT

   a. This agreement shall remain in effect for 100 years or until terminated by either party.

7. TERMINATION OF AGREEMENT

   a. Either party may terminate this agreement at any time by giving thirty (30) days' notice in writing to the other party.
   b. Upon Termination of Agreement:
      i. D3 ARG will remove all equipment connected to the Antenna System and all equipment from premises.
      ii. City will maintain ownership of Antenna System as described in Section 1.

CITY OF STORM LAKE	DISTRICT 3 AMATEUR RADIO GROUP
______________________________	______________________________
Signature	Signature
______________________________	______________________________
Print	Print
______________________________	______________________________
Date	Date
______________________________	______________________________
Title	Title

Attest:

____
Mayra Martinez
City Clerk

Staff Summary

9/3/2019
Agenda Item # 17.

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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:

Unscheduled Items:

1. None at this time

Two Council members must concur for item to be considered in any future council meeting.

Scheduled:

1. None at this time

FISCAL IMPACT: No Fiscal Impact at this time.

RECOMMENDATION: Concurrence for each item to be considered for a specified City Council Meeting work session or deny work session consideration for the following items:

1. none at this time