CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS
OCTOBER 5, 2015
5:00 PM

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

AGENDA

1. Hear the Public
2. Consent Agenda
   - A. **Approve Consent Agenda**
   - B. **Buy Local Information**
3. **Resolution No. 44-R-2015-2016 Change Order #2, HWY 7 Water Main Project**
4. **Resolution No. 45-R-2015-2016 Approving Final Acceptance of HWY 7 Water Main Project**
5. **Resolution No. 46-R-2015-2016 Approving the Final Acceptance of the new HVAC System at the Wastewater Facility**
6. Motion to Approve Letter of Mutual Intent for both Iowa Economic Development Authority and the City of Storm Lake to Collaborate and Enter into an Agreement for the Community Development Block Grant National Disaster Resilience Competition.
7. **Motion to Approve Partnership Agreement with the Iowa Economic Development Authority for the CDBG National Disaster Resilience Competition**
8. **Resolution No. 47-R-2015-2016 Approving the Final Acceptance of the City Hall Parking Lot**
9. **Resolution No. 48-R-2015-2016 Approving Lake Avenue Trail Change Order 1**
10. **Approving The Tentative Agreement Between The City Of Storm Lake And General Drivers And Helpers Union, Local No. 554**
11. Public Hearing Concerning Entering Into An Agreement With Buena Vista County And The Storm Lake Consolidated School District For Fiber Optic Services And Obtaining A License Under Iowa Code 28 E.
12. **Resolution 49-R-2015-2016 Approving The Fiber Lease And License Agreement Between The City Of Strom Lake, Buena Vista County, and Storm Lake Consolidated School District Under Iowa Code 28 E**
13. 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

10/5/2015
Agenda Item # A.

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

REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Sunrise Pointe bills for approval
- Approve September 21, 2015 City Council Minutes
- New beer permit for Mi Pueblito Market located at 609 W Milwaukee

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - $2,229,228.54
- King's Pointe Bills - $152,810.12
- Sunrise Pointe Golf Course Bills - $2,947.26

The City will receive the following revenues:

- Beer Permit - $75.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
List of Bills	List of Bills
Minutes - September 21, 2015	Minutes
List of Bills - King's Pointe & Sunrise Pointe	List of Bills
Mi Pueblito Market Beer Permit Application	Application

UNAVAILABLE

AFLAC	PR Batch 00555.09.2015 Aflac Pretax	487.22
AFLAC	PR Batch 00555.09.2015 Aflac After tax	143.28
AFLAC	PR Batch 00551.10.2015 Aflac Pretax	87.22
AFLAC	PR Batch 00551.10.2015 Aflac After tax	54.06
ALDANA MERCEDES	Refund Check	5.96
ALDANA MERCEDES	Refund Check	9.90
ALDANA MERCEDES	Refund Check	2.42
ALDANA MERCEDES	Refund Check	0.41
ALDANA MERCEDES	Refund Check	1.14
ALLEN PAUL	Refund Check	160.00
BORGES SAYDI	Refund Check	3.38
BORGES SAYDI	Refund Check	5.40
BORGES SAYDI	Refund Check	1.10
BORGES SAYDI	Refund Check	0.24
BORGES SAYDI	Refund Check	0.52
CATARINO or LILIANA	Refund Check	10.39
CATARINO or LILIANA	Refund Check	26.84
CATARINO or LILIANA	Refund Check	6.72
CATARINO or LILIANA	Refund Check	0.73
CATARINO or LILIANA	Refund Check	3.16
City of Storm Lake	PR Batch 00551.10.2015 Dental insurance employee c	2.18
City of Storm Lake	PR Batch 00551.10.2015 Dental employee/spouse	8.92
City of Storm Lake	PR Batch 00551.10.2015 Dental insurance family	33.04
City of Storm Lake	PR Batch 00551.10.2015 125 Flexible Benefits	207.91
City of Storm Lake	PR Batch 00551.10.2015 Health Insurance Family	596.50
City of Storm Lake	PR Batch 00551.10.2015 Health Insurance Single	48.12
City of Storm Lake	PR Batch 00555.09.2015 Dental employee/child	5.78
City of Storm Lake	PR Batch 00555.09.2015 Dental insurance employee c	18.00
City of Storm Lake	PR Batch 00555.09.2015 Dental employee/spouse	12.36
City of Storm Lake	PR Batch 00555.09.2015 Dental insurance family	78.48
City of Storm Lake	PR Batch 00555.09.2015 125 Flexible Benefits	817.13
City of Storm Lake	PR Batch 00555.09.2015 Flex- Child Care	115.39
City of Storm Lake	PR Batch 00555.09.2015 Health Insurance Family	1,596.74
City of Storm Lake	PR Batch 00555.09.2015 Health Insurance Single	377.57
Collection Services Center	PR Batch 00555.09.2015 Child Support Payments to I	222.00
Collection Services Center	PR Batch 00551.10.2015 Child Support Payments to I	325.00
Conseco Health Insurance Co	PR Batch 00555.09.2015 Cancer Pre Tax Insurance	41.04
EFTPS	PR Batch 00555.09.2015 Federal Income Tax	10,378.70
EFTPS	PR Batch 00555.09.2015 FICA Employee Portion	3,849.54
EFTPS	PR Batch 00555.09.2015 FICA Employer Portion	3,849.54
EFTPS	PR Batch 00555.09.2015 Medicare Employee Portion	1,434.69
EFTPS	PR Batch 00555.09.2015 Medicare Employer Portion	1,434.69
EFTPS	PR Batch 00551.10.2015 Federal Income Tax	4,519.58
EFTPS	PR Batch 00551.10.2015 FICA Employee Portion	1,894.71
EFTPS	PR Batch 00551.10.2015 FICA Employer Portion	1,894.71
EFTPS	PR Batch 00551.10.2015 Medicare Employee Portion	535.64
EFTPS	PR Batch 00551.10.2015 Medicare Employer Portion	535.64
EH KYAW	Reissue Refund Check #43795	0.33
EH KYAW	Reissue Refund Check #43795	4.75
EH KYAW	Reissue Refund Check #43795	5.94
EH KYAW	Reissue Refund Check #43795	0.59
EH KYAW	Reissue Refund Check #43795	1.40
ENRIQUEZ SANDRA	Refund Check	14.37
ENRIQUEZ SANDRA	Refund Check	29.64
ENRIQUEZ SANDRA	Refund Check	10.23
ENRIQUEZ SANDRA	Refund Check	1.00
ENRIQUEZ SANDRA	Refund Check	4.82

ERNST MICHELLE	Refund Check	13.32
ERNST MICHELLE	Refund Check	26.04
ERNST MICHELLE	Refund Check	9.49
ERNST MICHELLE	Refund Check	0.94
ERNST MICHELLE	Refund Check	4.46
GODIN GEORGE	Refund Check	48.55
HEI BU	Refund Check	30.36
HEI BU	Refund Check	62.39
HEI BU	Refund Check	16.65
HEI BU	Refund Check	2.11
HEI BU	Refund Check	7.84
HERNANDEZ-MORALES MARIA	Refund Check	19.73
HERNANDEZ-MORALES MARIA	Refund Check	39.03
HERNANDEZ-MORALES MARIA	Refund Check	14.04
HERNANDEZ-MORALES MARIA	Refund Check	1.38
HERNANDEZ-MORALES MARIA	Refund Check	6.60
ICMA Retirement Trust 457	PR Batch 00551.10.2015 ICMA	575.00
ICMA Retirement Trust 457	PR Batch 00551.10.2015 ICMA City Paid	583.35
ICMA Retirement Trust 457	PR Batch 00551.10.2015 ICMA City paid for Police	436.17
ICMA Retirement Trust 457	PR Batch 00555.09.2015 ICMA	1,585.00
Iowa Public Employees	PR Batch 00555.09.2015 IPERS	3,656.14
Iowa Public Employees	PR Batch 00555.09.2015 IPERS City Share	5,487.17
Iowa Public Employees	PR Batch 00551.10.2015 IPERS	1,533.32
Iowa Public Employees	PR Batch 00551.10.2015 IPERS City Share	2,301.28
ITT Hartford AMS RPVA	PR Batch 00551.10.2015 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00555.09.2015 457 Hartford	225.00
KAK NYANYIETH	Refund Check	19.80
KAK NYANYIETH	Refund Check	36.76
KAK NYANYIETH	Refund Check	14.12
KAK NYANYIETH	Refund Check	1.39
KAK NYANYIETH	Refund Check	6.65
LEE JIM	Reissue Refund Check #43646	12.10
LEE JIM	Reissue Refund Check #43646	0.84
LEE JIM	Reissue Refund Check #43646	16.64
LEE JIM	Reissue Refund Check #43646	1.93
LEE JIM	Reissue Refund Check #43646	4.57
MORA HECTOR	Refund Check	28.53
MORA HECTOR	Refund Check	78.23
MORA HECTOR	Refund Check	20.37
MORA HECTOR	Refund Check	2.02
MORA HECTOR	Refund Check	9.60
Muni Fire/Police Retire	PR Batch 00555.09.2015 Muni Police/Fire Pension	2,466.64
Muni Fire/Police Retire	PR Batch 00555.09.2015 Muni Police/Fire Pension Ci	7,287.12
Muni Fire/Police Retire	PR Batch 00551.10.2015 Muni Police/Fire Pension	544.93
Muni Fire/Police Retire	PR Batch 00551.10.2015 Muni Police/Fire Pension Ci	1,609.87
SCALES CONNELLY	Refund Check	10.36
SCALES CONNELLY	Refund Check	20.52
SCALES CONNELLY	Refund Check	5.53
SCALES CONNELLY	Refund Check	0.73
SCALES CONNELLY	Refund Check	2.60
SCHULENBERG ERIC	Refund Check	29.58
SCHULENBERG ERIC	Refund Check	55.91
SCHULENBERG ERIC	Refund Check	21.08
SCHULENBERG ERIC	Refund Check	2.06
SCHULENBERG ERIC	Refund Check	9.93
SRISUWAN NAT	Refund Check	33.37
SRISUWAN NAT	Refund Check	59.82
SRISUWAN NAT	Refund Check	23.75
SRISUWAN NAT	Refund Check	2.34

SRISUWAN NAT	Refund Check	11.17
TAPIA IVAN	Refund Check	12.33
TAPIA IVAN	Refund Check	23.72
TAPIA IVAN	Refund Check	6.72
TAPIA IVAN	Refund Check	0.87
TAPIA IVAN	Refund Check	3.16
Treasurer State Of Iowa	PR Batch 00551.10.2015 State Income Tax	1,874.11
Treasurer State Of Iowa	PR Batch 00555.09.2015 State Income Tax	3,821.05

UNAVAILABLE **Department Total =** 70,894.94

Police Department

City of Storm Lake	Removed K-9 Equipment	20.00
City of Storm Lake	Health Ins Allocations Oct2015	21,730.65
Custodian of Petty Cash	PD Postage	5.13
Custodian of Petty Cash	PD Postage	8.99
Custodian of Petty Cash	PD Postage	15.25
Diekman Patrick L	Waterloo- Training- Diekman	261.80
Edwards Storm Lake	Brake Rotors P-10	652.25
Graham Tire	New Tire P-11	75.95
Hy-Vee, Inc	Supplies	28.47
Hy-Vee, Inc	Supplies	14.26
Iowa Office Supply Inc	Copier Maintenace Agreement	144.63
Jack's Uniforms & Equipment	Badge Case	175.54
Jack's Uniforms & Equipment	Taser- Bat	213.24
Padilla Silvia	Interpret for OWI	15.00
Pizza Ranch	Meeting Expense	116.00
Pizza Ranch	Meeting Expense	53.96
Principal Life Ins Co	Insurance Premium Oct 2015	1,819.31
Reserve Account	Postage Sept 23, 2015	159.36
Secretary of State	New Notary for Diekman	30.00
Sirchie Finger Print Lab	Integrity Bags	93.64
Stoney Creek	LEIN Conference- Room- Diekman	241.92
Storm City Auto Parts	New Amp	221.91
Storm City Auto Parts	Payment Credit via Paco	-81.03
Wal Mart #01-1526	Tape	8.44
Wal Mart #01-1526	Supplies	6.47
Warren's Service, Inc.	Servcie Call Less Tax	100.00

Police Department **Department Total =** 26,131.14

Fire Department

Bomgaars Supply, Inc	Tarp	2.99
Bomgaars Supply, Inc	Trash Cans	41.38
Bomgaars Supply, Inc	Pans	7.98
Buena Vista Regional Medical Center	Physical- Garcia	1,012.00
City of Storm Lake	Health Ins Allocations Oct2015	1,995.89
Consolidated Fleet Services, Inc	Inspection Services Aerial 71 & Ground Ladders	1,116.00
Feld Equipment Company, Inc Ed M	Hydrotests (3)	105.00
Mangold Environmental Testing	Shipping	6.11
Mangold Environmental Testing	Shipping	6.47
Principal Life Ins Co	Insurance Premium Oct 2015	174.41
Reserve Account	Postage Sept 23, 2015	1.42
UnityPointe Health	New Employee Physical- Garcia	153.00
UnityPointe Health	New Employee Physical- Garcia	170.00
Zee Medical Inc	First Aid Supplies	43.90

Fire Department	**Department Total =**	4,836.55

Building Official

Accela, Inc #774375	IVR Transactions	17.00
City of Storm Lake	Health Ins Allocations Oct2015	1,970.82
Principal Life Ins Co	Insurance Premium Oct 2015	133.24
Reserve Account	Postage Sept 23, 2015	67.08
Building Official	**Department Total =**	2,188.14

Animal Care

Sanders David James	Pigeon Control through 9/20/2015	285.00
Animal Care	**Department Total =**	285.00

Crime Prevention

Sodexo	Coffee with a Cop	299.97
Crime Prevention	**Department Total =**	299.97

Roadway Maintenance

Blacktop Service Company Inc	Pay Estimate #2 of Highway 7 Widening	111,103.98
Bolton & Menk, Inc	Construction Services through 9/16/2015	22,516.00
Bolton & Menk, Inc	Design & Construction Services through 9/16/2015	16,995.50
Bomgaars Supply, Inc	Tape & Connectors	49.73
Bomgaars Supply, Inc	Supplies	3.49
Bomgaars Supply, Inc	Water Pump Fittings	26.55
Bomgaars Supply, Inc	Lime	5.99
Brown Equipment Co Inc	Hose & Cuff	607.83
City of Storm Lake	Health Ins Allocations Oct2015	7,331.63
Etnyre Jason	Moving Reimbursement 9/28/2015	3,600.00
Fastenal Company	Supplies	40.68
Graffix, Inc	Uniforms	156.90
Grainger Inc W.W.	Analog Clock	113.05
I&S Group, Inc.	Services through 8/29/2015	25,421.21
I&S Group, Inc.	Services through 8/29/2015	592.21
I&S Group, Inc.	Services through 12/27/2014	711.50
I&S Group, Inc.	Final Design Services through 8/29/2015	336.00
Iowa Office Supply Inc	Copier Maintenace Agreement	52.19
Lundell Construction Co. Inc.	Rock	212.21
Lundell Construction Co. Inc.	Fabric Mat	1,404.00
Lundell Construction Co. Inc.	Limestone	58.91
Marriott Racine	Pavers Conference- Room- Nebbitt	140.24
Marriott Racine	Pavers Conference- Room- Mason	140.24
Principal Life Ins Co	Insurance Premium Oct 2015	450.70
Smith Concrete Service Inc	Pay Estimate #2 of E 10th Street Reconstruction	89,080.83
Smith Concrete Service Inc	Pay Estimate #3 of Lake Ave Trail through 9/20/2015	79,220.04
Storm Lake Hydraulics Co Inc	Connectors	11.69
Utility Equipment Co	Clamp	140.00
Zee Medical Inc	First Aid Supplies	39.65
Roadway Maintenance	**Department Total =**	360,562.95

Snow Removal

City of Storm Lake	Health Ins Allocations Oct2015	2,072.34
City of Storm Lake	Heater for Hyd Oil & Control Valve #13	585.16
Principal Life Ins Co	Insurance Premium Oct 2015	132.48

Snow Removal **Department Total =** 2,789.98

Airport

Bart's Flying Service	Airport Contract September 2015	4,963.75
Culligan	September 2015 Water Supplies	7.95
Iowa Lakes Regional Water	September 2015 Water Service	79.77
Nepple Electric Inc	Gas Pump Repairs	225.00
Reserve Account	Postage Sept 23, 2015	27.11
Syn-Tech Systems Inc	FY 2016 Super Maintenance Agreement	2,624.50
Wal Mart #01-1526	Supplies	58.28

Airport **Department Total =** 7,986.36

Library

Abdo Publishing Co	Books	399.00
Baker & Taylor, Inc	Books	58.76
Barnes & Noble Booksellers, Inc	Books	14.39
Barnes & Noble Booksellers, Inc	Books	12.99
Barnes & Noble Booksellers, Inc	Books	150.06
Barnes & Noble Booksellers, Inc	Book Returned	-6.40
Barnes & Noble Booksellers, Inc	Books	27.18
Barnes & Noble Booksellers, Inc	Books	57.95
Barnes & Noble Booksellers, Inc	Books	112.00
Barnes & Noble Booksellers, Inc	Books	20.80
Barnes & Noble Booksellers, Inc	Books	544.95
Brodart Co	Books	57.78
Brodart Co	Books	144.80
Brodart Co	Books	225.68
Brodart Co	Books	15.64
Brodart Co	Books	14.54
Brodart Co	Books	16.73
Brodart Co	Books	16.71
Brodart Co	Books	68.03
Brodart Co	Books	16.49
Brodart Co	Books	17.62
Buena Vista Stationery & Print Inc	Planner	22.99
Buena Vista Stationery & Print Inc	Calendar	9.43
Central Iowa Distributing, Inc	Cleaning Supplies	218.23
City of Storm Lake	Health Ins Allocations Oct2015	4,687.74
Custodian of Petty Cash Kim Mehlenbacher	August 2015 Postage	283.39
Des Moines Register The	FY2016 Subscription- Library	432.04
Ebsco Industries Inc	Online Ebsco Host Services	205.09
Gareth Stevens Publishing	Books	376.95
Houchen Bindery Ltd	Books	117.00
Hy-Vee, Inc	Supplies for Training	38.95
Hy-Vee, Inc	Supplies - Less Tax	15.34
Ingram Library Services, Inc	Books	12.16
Ingram Library Services, Inc	Books	11.03
Ingram Library Services, Inc	Books	17.34
Ingram Library Services, Inc	Books	17.34
Ingram Library Services, Inc	Books	16.78
Ingram Library Services, Inc	Books	15.64
Ingram Library Services, Inc	Books	16.79

Ingram Library Services, Inc	Books	31.28
Ingram Library Services, Inc	Books	32.44
Ingram Library Services, Inc	Books	15.64
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	16.44
Ingram Library Services, Inc	Books	15.06
Ingram Library Services, Inc	Books	15.06
Ingram Library Services, Inc	Books	9.88
Ingram Library Services, Inc	Books	11.03
Ingram Library Services, Inc	Books	16.78
Ingram Library Services, Inc	Books	15.61
Ingram Library Services, Inc	Books	16.22
Ingram Library Services, Inc	Books	33.57
Ingram Library Services, Inc	Books	17.34
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	30.10
Ingram Library Services, Inc	Books	33.55
Ingram Library Services, Inc	Books	10.84
Iowa Library Association	FY2016 Membership- Freese	45.00
Iowa Library Association	FY2016 State Library Conference- Miller	146.00
Iowa Library Association	FY2016 State Library Conference- Mehlenbacher	146.00
Iowa Library Association	FY2016 State Library Conference- Freese	146.00
Leo's Kitchens Inc	Cut Two Shelves	20.00
Librarica LLC	FY 2016 Support & Updates	268.65
Midwest Tape LLC	DVDs	15.74
Midwest Tape LLC	DVDs	29.39
Midwest Tape LLC	DVDs	76.72
Midwest Tape LLC	DVDs	33.58
Midwest Tape LLC	DVDs	58.97
Midwest Tape LLC	Earbuds	79.99
Midwest Tape LLC	DVDs	117.85
Paxton's Jewelry	Plaque	29.00
Principal Life Ins Co	Insurance Premium Oct 2015	187.90
Rebnord Technologies Inc	Barcode Scanner	189.95
Rebnord Technologies Inc	Receipt Printer	389.95
Recorded Books LLC	CDs	36.00
Recorded Books LLC	CDs	31.50
Reserve Account	Postage Sept 23, 2015	20.55
Seiler Plumbing & Heating Inc	Outside Repairs	648.36
Seiler Plumbing & Heating Inc	Urinal Repairs	88.91
Seiler Plumbing & Heating Inc	Toilet Seat	98.89
Sioux City Journal	FY2016 Subscription- Library	293.80
Swift Air, Inc.	A/C Repairs	1,244.84
Wal Mart #01-1526	Supplies	18.76

Library **Department Total =** 13,316.65

Agencies

Witter Gallery Inc	2nd Payment FY2016 per Agreement	2,750.00

Agencies **Department Total =** 2,750.00

Parks Department

Ace Sign Displays, Inc	Memorial Tree Plaque	19.20
Bomgaars Supply, Inc	Ammonia & Light	13.27
Bomgaars Supply, Inc	Sprayer	13.88
Builders Sharpening & Service	Blade Sharpening Service	2,742.22

Central Iowa Distributing, Inc	Maintenance Supplies	227.50
City of Storm Lake	Health Ins Allocations Oct2015	1,978.19
CNH Industrial America LLC	Supplies	67.75
Koenig Jeff	Pot Rentals & Cleaning	222.00
OMG Midwest, Inc	Concrete	141.00
Principal Life Ins Co	Insurance Premium Oct 2015	189.71
Storm Lake Hydraulics Co Inc	Face Cap	6.08
Storm Lake Hydraulics Co Inc	Hyd Hose & Ends	65.82
Parks Department	**Department Total =**	5,686.62

Golf Course

A & A Automotive	Lawn Mower Tire Repairs	69.07
Bomgaars Supply, Inc	Gas Killer & Trash Can	37.96
City of Storm Lake	Health Ins Allocations Oct2015	1,120.86
Iowa Dept of Natural Resources	Create-A-Packet Trees	135.00
L & G Products, Inc	Grass Seed	120.00
Principal Life Ins Co	Insurance Premium Oct 2015	84.31
Golf Course	**Department Total =**	1,567.20

Campgrounds

City of Storm Lake	Health Ins Allocations Oct2015	373.62
L & G Products, Inc	Grass Seed	78.50
Principal Life Ins Co	Insurance Premium Oct 2015	28.10
ProElect/Professional Electronics	Keypad Installation	446.00
Wal Mart #01-1526	Supplies	68.64
Wal Mart #01-1526	Supplies	3.88
Campgrounds	**Department Total =**	998.74

Dohrman Trust

Century Business Products,Inc	Copier Agreement (Partial)	15.00
Dohrman Trust	**Department Total =**	15.00

Economic Develop

City of Storm Lake	Health Ins Allocations Oct2015	965.53
Principal Life Ins Co	Insurance Premium Oct 2015	60.77
RDG IA Inc	Services through 8/31/2015	1,325.60
Wilson Michael A	IFA Meeting/Orton Meeting- Des Moines	167.90
Economic Develop	**Department Total =**	2,519.80

Dredging

City of Storm Lake	Health Ins Allocations Oct2015	284.32
Principal Life Ins Co	Insurance Premium Oct 2015	19.60
Dredging	**Department Total =**	303.92

Mayor, Council, Manager

City of Storm Lake	Health Ins Allocations Oct2015	22.30
Principal Life Ins Co	Insurance Premium Oct 2015	49.24

Mayor, Council, Manager **Department Total =** 71.54

Policy & Administration

City of Storm Lake	Health Ins Allocations Oct2015	1,431.69
Principal Life Ins Co	Insurance Premium Oct 2015	157.64

Policy & Administration **Department Total =** 1,589.33

City Hall Building

Central Iowa Distributing, Inc	Maintenance Supplies	412.80
R & D Industries Inc	Microphone Intallation in Council Chambers	6,190.74
R & D Industries Inc	Microphone Intallation in Council Chambers- Additio	240.00

City Hall Building **Department Total =** 6,843.54

Other Policy & Administration

Custodian of Petty Cash	P & A Postage	8.95
Custodian of Petty Cash	P & A Postage	0.71
Fridley Theatres, Inc RL	2D Movie Admissions	600.00
Hy-Vee, Inc	Supplies for Retirement- Less Tax	52.98
Hy-Vee, Inc	Supplies	49.99
IMFOA	IMFOA Conference- Des Moines- Smith	41.00
Iowa Office Supply Inc	Copier Maintenace Agreement	52.20
King's Pointe Resort	Meeting Expense	64.20
Kossuth Regional Health Center	Physical- Navratil	415.00
Kossuth Regional Health Center	Physical- Navratil	68.00
Northwest Bank	CD Principal Transfer from United Bank to Northwest	675,000.00
ProElect/Professional Electronics	Supplies	9.00
Reserve Account	Postage Sept 23, 2015	148.35
Smith Jane	NPELRA Fall Conference- Urbandale- Smith	66.64
Smith Jane	Iowa League of Cities- Cedar Rapids- Smith	18.42
Storm Lake Bakery	SL United Coffee for Parking Lot	25.50
Storm Lake Times The	FY 2016 Subscription Renewal- City Hall	59.95
Wal Mart #01-1526	Supplies	62.27

Other Policy & Administration **Department Total =** 676,743.16

Water Administration

Accela, Inc #774375	July and August 2015 Online Payments	241.50
Accela, Inc #774375	IVR Transactions	22.00
City of Storm Lake	Health Ins Allocations Oct2015	3,007.06
Custodian of Petty Cash	NSF #11414	3.00
Custodian of Petty Cash	UB Postage	0.49
IMFOA	IMFOA Conference- Des Moines- Smith	41.00
Iowa Office Supply Inc	Copier Maintenace Agreement	52.20
Principal Life Ins Co	Insurance Premium Oct 2015	274.18
Qualified Presort Service, LLC	Monthly Statements	396.89
Reserve Account	Postage Sept 23, 2015	32.05
Smith Jane	NPELRA Fall Conference- Urbandale- Smith	66.63
Smith Jane	Iowa League of Cities- Cedar Rapids- Smith	18.41

Water Administration **Department Total =** 4,155.41

Water Plant

Bomgaars Supply, Inc	Hypo Room Piping	10.36
Bomgaars Supply, Inc	White Rock	19.96
Bomgaars Supply, Inc	White Rock	39.92
Bomgaars Supply, Inc	Paint, PVC Cleaner, & Spouts	53.43
Bomgaars Supply, Inc	Lights & Supplies	37.97
Bomgaars Supply, Inc	Supplies for the Hyporoom	19.73
City of Storm Lake	Health Ins Allocations Oct2015	4,756.30
Crescent Electric Supply Co	Hypo Room Clamps	16.66
Crescent Electric Supply Co	Hypo Room Clamps	15.15
Fastenal Company	Supplies Returned	-57.27
Fastenal Company	Supplies Returned	-73.78
Foundation Analytical Laboratory Inc	Well #20 Transmission Line Testing	75.00
Foundation Analytical Laboratory Inc	August 2015 Testing- Chlorite	240.00
Foundation Analytical Laboratory Inc	August 2015 Testing- Coliforms	234.00
Foundation Analytical Laboratory Inc	August 2015 Testing- Coliforms	120.00
Foundation Analytical Laboratory Inc	August 2015 Testing- Fluoride	15.00
Foundation Analytical Laboratory Inc	August 2015 Testing- Nitrite	15.00
Foundation Analytical Laboratory Inc	August 2015 Testing- TTHM/HAA5	252.00
Foundation Analytical Laboratory Inc	August 2015 Testing- Metals	60.00
Hach Chemical Company	Testing Supplies	860.58
Hare Painting & Sandblasting	Fire Hydrant Painting	3,800.00
IA Section AWWA Region 3	AWWA Conference Registration- Cedar Rapid- Stewa	230.00
Menards Inc	Radios & Gloves	116.91
Mike's Electronics Inc	Bid Materials for the New Lighting	13,065.67
Mississippi Lime Company	Lime	4,679.70
Mississippi Lime Company	Lime	4,579.00
NCL of Wisconsin Inc	Lab Supplies	392.82
PraxAir inc	Carbon Dioxide	709.45
Principal Life Ins Co	Insurance Premium Oct 2015	425.96
ProElect/Professional Electronics	Door Controller	654.00
ProElect/Professional Electronics	Camera Software Intallation	85.00
Wal Mart #01-1526	Supplies	53.99

Water Plant **Department Total =** 35,502.51

Water Distribution

Bolton & Menk, Inc	Construction Services through 9/16/2015	208.00
Bomgaars Supply, Inc	Battery & Tape	121.46
Bomgaars Supply, Inc	Locate Grease & Paint	53.44
Brown Supply Company	Saddle	105.16
City of Storm Lake	Health Ins Allocations Oct2015	1,415.53
Ferguson Enterprises Inc	Sealant, Wrench	86.71
GM Contracting, Inc	Pay Estimate #3 of Highway 7 Watermain Replacemen	43,146.53
Hare Painting & Sandblasting	Fire Hydrant Painting	10,000.00
Mangold Environmental Testing	Bacteria Testing	40.00
Principal Life Ins Co	Insurance Premium Oct 2015	136.83
Reinert Michael P	TorchTip	26.45
Underground Location Company	August 2015 Locates	59.15

Water Distribution **Department Total =** 55,399.26

Water Meters

City of Storm Lake	Health Ins Allocations Oct2015	1,127.10
Municipal Supply, Inc.	1" Meter	341.00
Municipal Supply, Inc.	Meter Couplings	565.36
Principal Life Ins Co	Insurance Premium Oct 2015	55.88

Water Meters **Department Total =** 2,089.34

Wastewater Administration

Accela, Inc #774375	July and August 2015 Online Payments	241.50
City of Storm Lake	Health Ins Allocations Oct2015	2,997.46
IMFOA	IMFOA Conference- Des Moines- Smith	41.00
Iowa Office Supply Inc	Copier Maintenace Agreement	52.19
Principal Life Ins Co	Insurance Premium Oct 2015	272.83
Qualified Presort Service, LLC	Monthly Statements	396.89
Reserve Account	Postage Sept 23, 2015	32.05
Smith Jane	NPELRA Fall Conference- Urbandale- Smith	66.63
Smith Jane	Iowa League of Cities- Cedar Rapids- Smith	18.41

Wastewater Administration **Department Total =** 4,118.96

Wastewater Treatment Plant

Allina Health	Employee Physical- Erlandson	95.00
Bomgaars Supply, Inc	Supplies	3.58
Bomgaars Supply, Inc	Supplies	19.56
Bomgaars Supply, Inc	Supplies	7.97
Bomgaars Supply, Inc	Harware for Safety Chain Installation	25.19
Bomgaars Supply, Inc	Gloves from July Returned	-516.50
Central Iowa Distributing, Inc	Maintenance Supplies	78.00
Central Iowa Distributing, Inc	Maintenance Supplies	275.85
Century Link	Phone Service- September 2015	200.83
City of Storm Lake	Health Ins Allocations Oct2015	4,732.44
Fastenal Company	Supplies	0.48
Fastenal Company	Supplies	13.83
Fastenal Company	Supplies	4.83
Fastenal Company	Supplies	114.11
Fastenal Company	Supplies	15.45
Foundation Analytical Laboratory Inc	September 2015 Testing	1,501.00
Foundation Analytical Laboratory Inc	September 2015 Testing	284.00
Iowa Dept of Natural Resources	Environmental Lab Certification FY2016	400.00
Iowa Office Supply Inc	Copier Maintenace Agreement	18.40
L & G Products, Inc	Straw Blankets	359.20
Moodie Ref Air Cond Svc	Replaced Compressor	160.00
Principal Life Ins Co	Insurance Premium Oct 2015	142.25
Recycle Center Harold Rowley	Disposal Fee	43.16
Recycle Center Harold Rowley	Late Fee for Non Submittal	52.90
Rent-All	Mower Rental for Radio Park Sewer Break	90.00
Sears	2 Refrigerators	277.48
Smith Concrete Service Inc	Concrete	196.00
Smith Concrete Service Inc	Concrete	600.00
Smith Concrete Service Inc	Concrete	600.00
Veenstra & Kimm, Inc	Engineering Service through 9/19/2015- WWTP HVA	300.00
Water Environment Federation	FY2016 Membership- Jacobsen	186.00

Wastewater Treatment Plant **Department Total =** 10,281.01

Wastewater Collection

City of Storm Lake	Health Ins Allocations Oct2015	1,415.53
Lageshulte Jon P	Reimbursement for Damaged Property 2015	611.50
Lundell Construction Co. Inc.	Rock- Radio Road Sewer Break	72.03
Principal Life Ins Co	Insurance Premium Oct 2015	136.83

Recycle Center Harold Rowley	Compost Sludge to Carroll	180.42
Recycle Center Harold Rowley	Compost Sludge to Carroll	159.90
Recycle Center Harold Rowley	Compost Sludge to Carroll	178.02
Recycle Center Harold Rowley	Compost Sludge to Carroll	156.97
Recycle Center Harold Rowley	Compost Sludge to Carroll	183.62
Recycle Center Harold Rowley	Compost Sludge to Carroll	196.14
Recycle Center Harold Rowley	Compost Sludge to Carroll	190.28
Recycle Center Harold Rowley	Compost Sludge to Carroll	216.13
Recycle Center Harold Rowley	Compost Sludge to Carroll	176.69
Recycle Center Harold Rowley	Compost Sludge to Carroll	193.48
Recycle Center Harold Rowley	Compost Sludge to Carroll	183.09
Recycle Center Harold Rowley	Compost Sludge to Carroll	187.62
Recycle Center Harold Rowley	Compost Sludge to Carroll	180.95
Recycle Center Harold Rowley	Compost Sludge to Carroll	187.88
Recycle Center Harold Rowley	Compost Sludge to Carroll	193.48
Recycle Center Harold Rowley	Compost Sludge to Carroll	208.67
Recycle Center Harold Rowley	Compost Sludge to Carroll	167.36
Recycle Center Harold Rowley	Compost Sludge to Carroll	181.49
Recycle Center Harold Rowley	Compost Sludge to Carroll	172.43
Recycle Center Harold Rowley	Compost Sludge to Carroll	113.00
Recycle Center Harold Rowley	Compost Sludge to Carroll	128.72
Recycle Center Harold Rowley	Compost Sludge to Carroll	120.19
Recycle Center Harold Rowley	Compost Sludge to Carroll	128.72
Recycle Center Harold Rowley	Compost Sludge to Carroll	136.98
Recycle Center Harold Rowley	Compost Sludge to Carroll	122.06
Recycle Center Harold Rowley	Compost Sludge to Carroll	142.31
Recycle Center Harold Rowley	Compost Sludge to Carroll	117.79
Recycle Center Harold Rowley	Compost Sludge to Carroll	139.65
Recycle Center Harold Rowley	Compost Sludge to Carroll	139.38
Recycle Center Harold Rowley	Compost Sludge to Carroll	144.98
Recycle Center Harold Rowley	Compost Sludge to Carroll	170.03
Recycle Center Harold Rowley	Compost Sludge to Carroll	47.44
Recycle Center Harold Rowley	Compost Sludge to Carroll	122.32
Recycle Center Harold Rowley	Compost Sludge to Carroll	143.91
Underground Location Company	August 2015 Locates	59.15
Veenstra & Kimm, Inc	Construction Observation through 9/19/2015	4,480.27
Veenstra & Kimm, Inc	Construction Observation through 9/19/2015	597.37
Veenstra & Kimm, Inc	Construction Observation through 9/19/2015	896.05
Veenstra & Kimm, Inc	Construction Admin through 9/19/2015	1,253.66
Veenstra & Kimm, Inc	Construction Admin through 9/19/2015	835.77
Veenstra & Kimm, Inc	Construction Admin through 9/19/2015	6,268.31
Veenstra & Kimm, Inc	Construction Staking through 9/19/2015	980.75
Veenstra & Kimm, Inc	Construction Staking through 9/19/2015	130.77
Veenstra & Kimm, Inc	Construction Staking through 9/19/2015	196.15

Wastewater Collection **Department Total =** 23,346.24

Landfill

Accela, Inc #774375	July and August 2015 Online Payments	241.50
City of Storm Lake	Health Ins Allocations Oct2015	469.58
Iowa Office Supply Inc	Copier Maintenace Agreement	52.19
Principal Life Ins Co	Insurance Premium Oct 2015	20.68
Qualified Presort Service, LLC	Monthly Statements	396.89
Recycle Center Harold Rowley	2nd Installment of Agreement FY2016	92,750.00
Reserve Account	Postage Sept 23, 2015	16.03

Landfill **Department Total =** 93,946.87

Storm Water Administration

Accela, Inc #774375	July and August 2015 Online Payments	241.50
Bolton & Menk, Inc	HMG Potential Estimate Services through 9/16/2015	360.00
City of Storm Lake	Health Ins Allocations Oct2015	753.83
Iowa Office Supply Inc	Copier Maintenace Agreement	52.19
Principal Life Ins Co	Insurance Premium Oct 2015	28.98
Qualified Presort Service, LLC	Monthly Statements	396.89

Storm Water Administration **Department Total =** 1,833.39

Storm Water Collection

Bolton & Menk, Inc	Construction Services through 9/16/2015	666.00
Bolton & Menk, Inc	Design Services through 9/16/2015	1,903.50
Bolton & Menk, Inc	Survey, Design, & Bidding Services through 9/16/201	2,923.00
Bomgaars Supply, Inc	Lime	479.20
Bomgaars Supply, Inc	Wheelbarrow	119.99
City of Storm Lake	Health Ins Allocations Oct2015	660.57
Country Landscapes, Inc	Paver Machine Rental	3,000.00
Ferguson Enterprises Inc	Saw	76.60
Foundation Analytical Laboratory Inc	Testing	760.00
H & W Contracting LLC	Pay Estimate #2 of NCSW	329,271.90
Healy John J.	Pay Estimate #4 of Expansion Blvd Storm Water Impr	284,422.40
Joyce's Greenery	New Greenery for Parking Lot	1,390.00
Martin Marietta Materials, Inc	Rock Chips	189.96
Piper Jaffray Inc	Financeial Advisory- SRF-Expansion Blvd TIF	5,265.00
Piper Jaffray Inc	Financeial Advisory- SRF-N Central TIF	5,000.00
Piper Jaffray Inc	Financeial Advisory- SRF-N Central SW Revenue	5,000.00
Piper Jaffray Inc	Financeial Advisory- SRF-N Central GO Note	5,000.00
Principal Life Ins Co	Insurance Premium Oct 2015	35.82
Rehab Systems Inc.	Vac Cleaning Storm Sewer Lines	1,500.00
Rent-All	Tiller Rental	55.00
Schoon Construction & Excavation, LLC	Pay Estimate #3 of City Hall Parking Lot	2,611.34
Zimco Supply Co	Chemicals	471.40

Storm Water Collection **Department Total =** 650,801.68

Street Cleaning

City of Storm Lake	Health Ins Allocations Oct2015	470.13

Street Cleaning **Department Total =** 470.13

Insurance

Auxiant - Claims Account	9/28/2015 Claims	25,810.30
Auxiant - Claims Account	September 21 Claims	8,302.44
Auxiant - Flex Account	September 16 Flex Claims	121.33
Auxiant - Flex Account	9/23/2015 Flex Claims	44.15

Insurance **Department Total =** 34,278.22

Vehicle Maintenance

Bomgaars Supply, Inc	Headgear	10.99
Crescent Electric Supply Co	Supplies	12.91
Fastenal Company	Tools	67.20
Fastenal Company	Saw	23.54

Reinert Michael P	Welding Services		23.98
Schmit John	Magnet, Hose, & Flex Wire		80.75
Storm Lake Hydraulics Co Inc	Hydraulic Hose & Supplies		352.57
Vehicle Maintenance		**Department Total =**	571.94
Technology			
Perrin Directional Drilling LLC	Fiber Line Pay Estimate		123,813.20
Rebnord Technologies Inc	DVD Driver		239.85
Technology		**Department Total =**	124,053.05
		Grand Total =	2,229,228.54

These are Draft Minutes Subject to Final Council Approval

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, SEPTEMBER 21, 2015 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Dan Anderson, Sara Huddleston, Mike Porsch, Bruce Engelmann and David Walker. Absent: None. Staff present: City Manager Jim Patrick, Asst. City Manager Keri Navratil, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Fire Chief Mike Jones, Public Works Director Jason Etnyre, Project Manager/Community Development Director Mike Wilson, Library Director Elizabeth Huff, Water Plant Superintendent Todd Allen, Wastewater Superintendent Ron Jacobsen, Finance Director Jane Smith, and Sue Vossberg City Clerk.

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

Hear the Public – Jim Elliason, 202 Russell Street, wondered why the resolution of support for a constitutional amendment to restore the right to limit spending in our elections he presented at the last meeting was not on this agenda. The Mayor stated it is still under review to see if it will be presented at a future agenda.

Consent Agenda – Moved by Council Member Engelmann to approve the consent agenda which included the list of bills, minutes from the September 8, 2015 council meeting, beer & liquor license renewals for MMS at BVU and The Legacy, and a 5-day beer permit for BVU with outdoor service on the south forum lawn effective October 10, 2015. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

Street Finance Report – Moved by Council Member Porsch to adopt Resolution No. 41-R-2015-2016 approving the FY 2014-2015 Street Finance Report. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

RESOLUTION NO. 41-R-2015-2016

RESOLUTION APPROVING THE 2014-2015 FISCAL YEAR STREET FINANCE REPORT

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

That the 2014-2015 fiscal year Street Finance Report be approved.

PASSED AND APPROVED this 21st day of September, 2015.

____
Jon F. Kruse, Mayor

ATTEST:

____
Sue Vossberg, City Clerk

E. 10th Street Project – Moved by Council Member Walker to adopt Resolution No. 42-R-2015-2016 approving change order #1 an addition of $73,108.59 to the contract with Smith Concrete Service for the E. 10th Street Reconstruction Project. Total contract cost after change order is $662,433.70. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

RESOLUTION NO. 42-R-2015-2016

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

To approve Change Order No. 1 to the contract with Smith Concrete Service, Inc. for the E. 10th Street Reconstruction Project, an addition of $73,108.59 for excavation, specialized backfill, and polymer grid for the base.

Change order also adds 12 additional working days to the contract.

Cost of Change Order No. 1 is an addition of $73,108.59 to the contract. Total contract cost after Change Order No. 1 is $662,433.70.

PASSED AND APPROVED this 21st day of September, 2015.

____
Jon F. Kruse, Mayor

ATTEST:

____
Sue Vossberg, City Clerk

Hungry Herd Contract – Moved by Council Member Anderson to approve a contract with Doug and Jamie Bartels operating as The Hungry Herd for the use of grazing goats along the Bargloff Addition creek bed. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

Fiber Optic Lease – Moved by Council Member Engelmann to adopt Resolution No. 43-R-2015-2016 setting a public hearing for the purpose of considering an agreement for Joint Fiber Optic Infrastructure under Chapter 28E of the Code of Iowa to grant and receive limited licenses from BV County and Storm Lake School District to maintain the fiber optic network. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

RESOLUTION NO. 43-R-2015-2016

RESOLUTION PROPOSING GRANTS TO BUENA VISTA COUNTY, IOWA AND THE STORM LAKE COMMUNITY SCHOOL DISTRICT OF LIMITED LICENSES TO MAINTAIN FIBER OPTIC STRANDS COMPRISING A PART OF THE FIBER OPTIC INFRASTRUCTURE ON CERTAIN REAL ESTATE AND TO ACCESS THAT REAL ESTATE FOR THE INSTALLATION, EXAMINATION, REPLACEMENT AND REPAIR OF A PART OF THE FIBER OPTIC INFRASTRUCTURE; AND PROVIDING NOTICE TO THE PUBLIC

WHEREAS, the City of Storm Lake, Iowa (the "City") is the owner of real estate in the City of Storm Lake, Iowa generally and commonly described as City Hall located at 620 Erie Street, the Storm Lake Water Treatment Plant located at 6011 Highway 110, the Storm Lake Police Department located at 401 East Milwaukee Avenue, the Storm Lake Fire Department located at 820 Oneida Street, the Storm Lake Public Library located at 609 Cayuga, and the City Shop located at 433 Vilas Road;

WHEREAS, the City has negotiated with Buena Vista County, Iowa (the "County") and the Storm Lake Community School District (the "District") a proposed Agreement for Joint Fiber Optic Infrastructure (the "Agreement") under Chapter 28E of the Code of Iowa that will provide for the construction, installation, maintenance, repair, and replacement of Fiber Optic Infrastructure, which will connect and extend between the above-described City buildings and certain County and District buildings in the City of Storm Lake, Iowa, and will allow each of the parties to use dedicated fiber optic strands therein for their own private intranet and internet service;

WHEREAS, the Agreement provides for the granting of mutual licenses from each of the parties to the others to allow each of the others to maintain fiber optic strands in their buildings and to allow representatives of the other governmental entities limited supervised access to those buildings for the purposes of installing, examining, replacing and repairing parts of the Fiber Optic Infrastructure housed in those buildings;

WHEREAS, the licenses granted by the City will continue so long as any party to the Agreement is using the Fiber Optic Infrastructure;

WHEREAS, the Agreement does not provide for separate monetary consideration to be paid or furnished by each party to the other for the mutual licenses, but each party under the Agreement would agree to grant the necessary licenses to the others to make installation and maintenance of the Fiber Optic Infrastructure possible;

WHEREAS, the Agreement provides that the City shall own the Fiber Optic Infrastructure, that the County will pay up to $40,000.00 and the District up to $140,000.00 of the estimated $800,000 to $900,000 cost of installation of the Fiber Optic Infrastructure, with the City paying the balance, and that each of the parties will bear a part of the cost of repairs of the Fiber Optic Infrastructure as specified in the Agreement; and

WHEREAS, a copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, 620 Erie Street, City of Storm Lake, Iowa.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Storm Lake, Iowa does hereby propose to enter into the Agreement under Chapter 28E of the Code of Iowa and grant the above-described licenses to the County and the District on the terms described above.

IT IS FURTHER RESOLVED that this proposal shall be scheduled for public hearing at the Council Chambers at City Hall at its regularly-scheduled Council meeting on October 5, 2015, at 5:00 p.m. The City Clerk is further directed to have a copy of this Resolution published in the Storm Lake Times on a date not less than four (4) days nor more than twenty (20) days prior to said meeting.

Passed and approved this 21st day of September, 2015.

____
Jon F. Kruse, Mayor

ATTEST:

____
Sue Vossberg, City Clerk

City Manager Jim Patrick informed the Council that the City was chosen by the National Municipal Stormwater and Green Infrastructure Awards Program to be a “Silver Level” in Innovation and “Silver Level” in Program Management in storm water management practices.

City Manager Jim Patrick also informed the Council that after staff was directed by Council to investigate alternatives to the railroad crossing closures a measure is now in front of the Iowa Dept. of Transportation Board for the City to receive $600,000 to signalize the railroad crossings at Barton Street, Hudson Street, and Oneida Street.

Council was also informed that the Lake Preservation Association annual meeting will be September 22nd.

Closed Session – Moved by Council Member Walker to go into closed session at 5:29pm in reference to Iowa Code Chapter 21.5(c) to discuss legal matters. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Attendance in closed session: Engelmann, Huddleston, Anderson, Porsch, Walker, Kruse, Olesen, Navratil, and Vossberg.

Moved by Council Member Walker to return to open session at 6:05pm. Seconded by

Council Member Porsch. Vote: All ayes. Motion carried.

Adjournment – Moved by Council Member Porsch to adjourn the meeting at 6:06pm. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Jon F. Kruse, Mayor   Attest: Sue Vossberg, City Clerk

King's Pointe Resort
Disbursements 9/16/2015 through 9/30/2015

Vendor Name	Description	Amount
ACCO (2)	supplies	3,095.90
Ace Hardware Inc. (2)	supplies	196.95
Alpha Wireless	supplies	321.00
Ameripride Services	supplies	562.30
Bomgaars Supply Inc.	supplies	50.97
Booking.com	commission	436.35
Buena Vista Stationery (2)	supplies	426.49
Color-ize	supplies	189.50
Comm 1st Broadcasting KKIA/KAYL	advertising	318.00
Copper Cottage (2)	supplies/repairs	8,531.68
Copyworks - Coralville	supplies	35.00
Crescent Electric Supply Co.	supplies	27.68
Daniels Filter Service	supplies	786.14
Dippin' Dots Inc.	supplies	1,097.28
Edward Don & Company	supplies	348.90
Expedia Inc.	commission	843.48
Fastenal Company	supplies	10.59
Ferguson Enterprises, Inc.	supplies	469.93
Furniture and Floors for Less	supplies	440.00
Garbage Hauling Service	garbage service	460.88
Pitney Bowes Global Financial	postage	151.98
Graphic Edge Inc.	supplies	473.69
Hahn Roofing Inc.	supplies	1,600.50
Hamco Walker Paper Company	supplies	125.90
Hy-Vee Food Stores (2)	food	360.53
MidAmerican Energy Company	utilities	8,696.28
Julius Cleaners (2)	cleaning	103.60
Kinseth Hotel Corporation	payroll/mgt. fee/employee benefits	67,459.55
Koenig Portable Toilets	toilet rental	449.00
La Voz De Iowa	advertising	240.00
Loew's Custom Carpets	supplies	27.81
Northstar Recovery Servces	supplies	2,361.68
Brian Oakleaf	reimbursement	384.01
Olsen Welding & Machine Shop (2)	supplies	260.00
Orkin Exterminating Inc.	pest control	220.23
Pepsi-Cola Bottling Co.	beverages	1,170.60
Pilot Tribune	advertising	312.15
Probuild Company	supplies	82.76
Rebnord Technolgies Inc.	tech support	2,258.33
Reel Time Rentals LLC	rental fees	2,842.33
Jayme Riedell	reimbursement	212.50
Continuum Retail Energy Service	utilities	8,583.87
Shoes for Crews	supplies	37.96
Staples Advantage	supplies	471.99
Storm Lake Times	advertising	75.18
Storm Lake Chamber & Area	advertising	30.00
Sysco Guest Supply Inc. (2)	supplies	2,265.33
Treasurer State of Iowa	sales tax	13,400.00
UPS (2)	shipping	155.87
US Foods (2)	food	12,823.66
Vast Broadband	cable, phone	2,764.17
Al's Liquor	beverages	241.54
Iowa Division of Labor Service	inspection	600.00
Johnson Brothers/Iowa Wine & Bev	beverages	237.10

Misc. Disbursements	disbursements		2,681.00
		Total	**152,810.12**

Sunrise Pointe Golf Course
Disbursements 9/16/2015 through 9/30/2015

Graphic Edge Inc.	supplies		145.07
Julius Cleaners	mat cleaning		4.80
Kinseth Hotel Corporation	payroll, management fee		2,323.37
Pepsi-Cola Bottling Co.	beverages		125.00
Speed's Automotive Supply	supplies		320.34
Alliant Energy	utilities		28.68
		Totals	**2,947.26**

Applicant **License Application (** **)**

Name of Applicant: Sole Proprietorship

Name of Business (DBA): Mi Pueblito Market

Address of Premises: 609 W Milwaukee

City Storm Lake **County:** Buena Vista **Zip:** 50588

Business (712) 732-4852

Mailing 609 W Milwaukee

City Storm Lake **State** IA **Zip:** 50588

Contact Person

Name Guadalupe Madrigal

Phone: (712) 299-6475 **Email** lupillomadrigal2014@gmail.com

Classification Class C Beer Permit (BC)

Term: 12 months

Effective Date: 10/07/2015

Expiration Date: 01/01/1900

Privileges:

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: Sole Proprietorship

Corporate ID Number: **Federal Employer ID**

Ownership

Guadalupe Madrigal

First Name: Guadalupe **Last Name:** Madrigal

City: Storm Lake **State:** Iowa **Zip:** 50588

Position: Owner

% of Ownership: 100.00% **U.S. Citizen: Yes**

Insurance Company Information

Insurance Company:

Policy Effective Date: **Policy Expiration**

Bond Effective **Dram Cancel Date:**

Outdoor Service Effective **Outdoor Service Expiration**

Temp Transfer Effective **Temp Transfer Expiration Date:**

Staff Summary

10/5/2015
Agenda Item # B.

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

REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: **Buy Local Information**

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

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

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

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

FISCAL IMPACT:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	$2,229,228.54	$115,163.55	$18,225.69	16	$19,956.77	17	$76,981.09	67
King's Pointe	$152,810.12	$68,673.06	$17,803.34	26			$50,869.72	74
Golf	[illegible]	[illegible]	[illegible]	[illegible]			[illegible]	[illegible]

Golf Course	$2,947.26	$623.89	$33.48	5			$590.41	95

RECOMMENDATION: Review Buy Local Information

Staff Summary

10/5/2015
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:	Todd Allen, Water Plant Superintendent
SUBJECT:	**Resolution No. 44-R-2015-2016 Change Order #2, HWY 7 Water Main Project**
BACKGROUND:	This project consisted of relocating approximately 2,900 feet of water main on Hwy 7. A change order is needed as the project comes to a close. First, specific field conditions required additional pipe fittings and pipe lengths used and therefore increased costs by about $22,000. Second, seven additional water services that were thought to be tied in elsewhere were needed to be tied into this new water main, thus increasing costs about $15,000. Third, the contractor hit several water or sewer lines that were not marked nor known to be in that location and thus cost numerous down-time hours and additional exploratory excavation. GM Contracting calculated this extra cost to be about $33,000 but is willing to accept an amount of almost $15,000 to cover costs for the unseen issues with this project.
FISCAL IMPACT:	The Change Order is a total of $53,098.24 New contract amount with GM Contracting will be $355,000. This project will be funded from Water Depreciation FY 16 budget.
RECOMMENDATION:	Adopt Resolution No. 44-R-2015-2016 Approving Change Order #2 to the Hwy 7 water main project.

ATTACHMENTS:

	Description	Type
🗋	Change Order #2	Change Order
🗋	Resolution No. 44-R-2015-2016	Resolution

CHANGE ORDER

No. 002

PROJECT: Highway 7 Watermain Replacement

DATE OF ISSUANCE: September 25, 2015 EFFECTIVE DATE: September 25, 2015

OWNER: City of Storm Lake, Iowa

ENGINEER'S Project No.: P11.108843

CONTRACTOR: GM Contracting, Inc. ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description:

Contract Quantity Adjustments:

ITEM		COST DIFFERENCE
102	EXPLORATORY EXCAVATION – Add 52.65 @ $278.00/HR	$14,636.40
103	WATERMAIN TRENCHED, C900, 8" – Deduct 14 LF @ $42.87/LF	($600.18)
104	WATERMAIN TRENCHED, C900, 6" – Add 1.5 @ $13.80/LF	$58.32
105	WATERMAIN TRENCHED, C900, 4" – Add 30 @ $35.97/LF	$1,097.09
106	WATERMAIN TRENCHLESS, C900, 8" – Add 5 @ $42.87/LF	$214.35
107	FITTINGS, DUCTILE IRON – Add 709 @ $13.80/LB	$9,784.20
108	WATER SERVICE PIPE, PE, 2" – Add 14 @ 34.25/LF	$479.50
109	WATER SERVICE PIPE, PE, 1" – Add 48 @ $33.15/LF	$1,591.20
110	WATER SERVICE PIPE, PE, ¾" – Deduct 9 @ 32.85/LF	($295.65)
111	CURB STOP & BOX, 2" – Add 2 @ 884.00/EA	$1768.00
112	CURB STOP & BOX, 1" – Add 6 @ $653.00/EA	$3,918.00
113	CURB STOP & BOX, ¾" – Deduct 1 @ $627.00/EA	($627.00)
114	CORP STOP & SADDLE, 2" X 8" – Add 2 @ 632.00/EA	$1,264.00
115	CORP STOP & SADDLE, 1" X 8" – Add 6 @ $523.00/EA	$3,138.00
116	CORP STOP & SADDLE, ¾" X 8" – Deduct 1 @ $507.00/EA	($507.00)
119	FIRE HYDRANT ASSEMBLY – Add 1 @ $5,654.96/EA	$5,654.96
120	SALVAGE HYDRANT ASSEMBLY – Deduct 3 @ 196.73/EA	($590.19)
121	REMOVAL OF DRIVEWAY – Add 81.09 @ $7.00/SY	$567.63
122	DRIVEWAY, PAVED, PCC, 6" – Add 94.4 @ $57.70/SY	$5,446.88
124	FULL DEPTH PATCHES – Deduct 33 @ $64.15/SY	($2,116.95)
125	PAVEMENT REMOVAL – Deduct 47.5 @ $7.00/SY	($332.50)
126	CONVENTIONAL SEEDING FERTILIZING, AND MULCHING – Add 0.1566 @ $4,500/AC	$704.93
127	FILTER SOCKS – Add 20 @ $3.00/LF	$60.00
128	FILTER SOCKS REMOVAL – Add 20 @$1.00/LF	$20.00

129	INLET PROTECTION, SURFACE MOUNT – Deduct 4 @ $300.00/EA	($1,200)
130	INLET PROTECTION DEVICE, MAINTENANCE – Deduct 4 @ $50.00/EA	($200.00)
201	WATER MAIN, TRENCHED, 8" – Deduct 2 @ $42.87/LF	($85.74)
203	FITTING DUCTILE IRON – Add 92 @ 13.80/LB	$1,269.60
208	FULL DEPTH PATCHES – Deduct 20 @ $64.15/SY	($1,283.00)
300	WATERMAIN WITH CASING PIPE, TRENCHLESS, C900 4" – Add 30 @ $203.03/LF	$6,090.90
301	FITTINGS, DUCTILE IRON – Add 22 @ $13.80/LB	$303.60
302	GATE VALVE & BOX, 4" – Add 1 @ $2,868.89/EA	$2,868.89

Reason for Change Order:

Reconciling Final Quantities

Attachments: None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES: **N/A**
Original Contract Price $ 318,221.96	Original Contract Times Substantial Completion :____days or dates Ready for final payment :____days or dates
Net changes from previous Change Orders No. _1_ to No. _1_ $ 16,320.20	Net changes from previous Change Orders No.____to No.____ 0 days
Contract Price Prior to this Change Order $ 301,901.76	Contract Times prior to this Change Order Substantial Completion :____ days or dates Ready for final payment :____days or dates
Net **Increase** of this Change Order $ 53,098.24	Net **No Change** of this Change Order 0 days
Contract Price with all approved Change Orders $ 355,000.00	Contract Times with all approved Change Orders Substantial Completion :____days or dates Ready for final payment :____days or dates

RECOMMENDED: Bolton & Menk, Inc.	APPROVED: City of Storm Lake	ACCEPTED: GM Contracting, Inc.
By: [signature] Engineer (Authorized Signature)	By:________ Owner (Authorized Signature)	By: [signature] Contractor (Authorized Signature)
Date: 9/28/15	Date:________	Date: 9/24/15

RESOLUTION NO. 44-R-2015-2016

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

To approve Change Order #2 to the contract with GM Contracting, Inc. for the Highway 7 Water Main Project an addition of $53,098.24 to the contract for final quantity adjustments.

Total contract cost after change order #2 is $355,000.00.

PASSED AND APPROVED this 5th day of October, 2015.

____

Jon. F. Kruse, Mayor

ATTEST:

____

Sue Vossberg, City Clerk

Staff Summary

10/5/2015
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: Todd Allen, Water Plant Superintendent

SUBJECT: **Resolution No. 45-R-2015-2016 Approving Final Acceptance of HWY 7 Water Main Project**

BACKGROUND: The water main along a stretch of Hwy 7 has been relocated and our engineer has made a final acceptance inspection of the work and is satisfied that all work has been accomplished satisfactorily. Thus the Hwy 7 Water Main Project can now be considered complete.

State of Iowa law requires the City to hold a retained percentage (5%) on the project for 30 days, this amount is $17,750.

Included with this action item, the City has received the final pay request for this project in the amount of $43,146.53.

FISCAL IMPACT: Upon Council acceptance the City will make payment on the pay request of $43,146.53 and withhold the retainage for at least 30 days.

The final cost of the project is $355,000 plus engineering and miscellaneous expenses of $25,502. The total cost of $380,502 is 5% above the estimated cost of 361,901.76 due to many reasons that were listed in change order #2.

This project will be funded from Water Depreciation FY 16 budget.

RECOMMENDATION: Adopt Resolution No. 45-R-2015-2016 Accepting the Hwy 7 water main project.

ATTACHMENTS:

Description	Type

Certificate of Substantial Completion	Backup Material
Resolution No. 45-R-2015-2016	Resolution

Certificate of Substantial Completion

Project: Watermain Replacement	
Owner: Storm Lake, Iowa	Owner's Contract No.:
Contract: Highway 7 Watermain Replacement	Engineer's Project No.: P11.108843

This definitive Certificate of Substantial Completion applies to:

x All Work under the Contract Documents: The following specified portions of the Work:

July 16, 2015 DS

~~August 17, 2015~~

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities x Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

	9/28/15
Executed by Engineer	Date
	9/24/15
Accepted by Contractor	Date
Accepted by Owner	Date

RESOLUTION NO. 45-R-2015-2016

RESOLUTION ACCEPTING PUBLIC IMPROVEMENT

WHEREAS, the City Council of the City of Storm Lake, Iowa entered into a construction contract, and the Mayor and Clerk of Storm Lake, Iowa executed the contract with GM Contracting, Inc., Lake Crystal, MN with regard to the Highway 7 Watermain Replacement Project, City of Storm Lake, Iowa.

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

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

Section 1. That said public improvement is hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract, and the total final contract price is $355,000.00.

PASSED AND APPROVED this 5th day of October 2015.

____

Jon F. Kruse, Mayor

ATTEST:

____

Sue Vossberg, City Clerk

Staff Summary

10/5/2015
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:	Ron Jacobsen, Wastewater Plant Superintendent
SUBJECT:	**Resolution No. 46-R-2015-2016 Approving the Final Acceptance of the new HVAC System at the Wastewater Facility**
BACKGROUND:	Council previously approved to solicit bids for the replacement of the Wastewater Plant's HVAC system. Holstein Electric was the low bidder and installed the new HVAC system at a cost of $59,225.00.
FISCAL IMPACT:	$59,225 for the HVAC and $6,000 for engineering fees. To be paid out of the Wastewater depreciation funds.
RECOMMENDATION:	Staff recommends that the council Adopt Resolution No. 46-R-2015-2016, approving the final acceptance for the new HVAC system at the wastewater plant.

ATTACHMENTS:

Description	Type
Resolution 46-R-2015-2016	Resolution
Certificate of Completion	Backup Material

RESOLUTION NO. 46-R-2015-2016

RESOLUTION ACCEPTING PUBLIC IMPROVEMENT

WHEREAS, the City Council of the City of Storm Lake, Iowa entered into a construction contract, and the Mayor and Clerk of Storm Lake, Iowa executed the contract with Holstein Electric, Holstein, Iowa with regard to the Wastewater Treatment Plant Control Building HVAC System, City of Storm Lake, Iowa.

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

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

Section 1. That said public improvement is hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract, and the total final contract price is $59,225.00.

PASSED AND APPROVED this 5th day of October 2015.

____

Jon F. Kruse, Mayor

ATTEST:

____

Sue Vossberg, City Clerk

CERTIFICATE OF COMPLETION

WASTEWATER TREATMENT PLANT CONTROL BUILDING HVAC SYSTEM
STORM LAKE, IOWA

We hereby certify that we have made an on-site review of the completed construction of the Wastewater Treatment Plant Control Building HVAC System as performed by Holstein Electric.

As Engineers for the project, it is our opinion the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is Fifty-nine Thousand Two Hundred Twenty-five and 00/100 Dollars ($59,225.00).

VEENSTRA & KIMM, INC.	Accepted: CITY OF STORM LAKE, IOWA
By______________	By______________
Title Project Manager	Title______________
Date 29 September 2015	Date______________

35659

Staff Summary

10/5/2015
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:	Keri Navratil, Assistant City Manager
SUBJECT:	Motion to Approve Letter of Mutual Intent for both Iowa Economic Development Authority and the City of Storm Lake to Collaborate and Enter into an Agreement for the Community Development Block Grant National Disaster Resilience Competition.
BACKGROUND:	The City of Storm Lake is submitting a Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition application to address the City's storm sewer system. This letter is only an expression of intent. A more formal agreement will be considered if the grant is awarded. If awarded, the funds will be utilized to retrofit eight phases of the City's storm sewer system.
FISCAL IMPACT:	There is no fiscal impact until the City has an approved partnership agreement. The grant would require a 25% match from the City. These funds would come from the Capital Project Budget.
RECOMMENDATION:	Staff recommends that the Council approve the Intent to Participate letter and the Mayor sign as an authorized representative.

ATTACHMENTS:

	Description	Type
🗋	Letter of Intent to Partcipate	Letter

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

Iowa Economic Development Authority
200 East Grand Ave
Des Moines, IA 50309

Re: Intent to Participate

This letter is to confirm the mutual intent of both Iowa Economic Development Authority and the City of Storm Lake to collaborate and enter into a sub-recipient agreement, developer agreement, contract, or other agreement, as applicable, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the Iowa Economic Development Authority CDBG- NDR application.

The City of Storm Lake would be the sub-recipient of funds for execution of the retrofitting of eight phases of the City's storm sewer system. The project will include hiring an engineering firm for the development of final engineering and designs, prepare construction documents and bidding services, permitting and fees, construction administration and observation, and the administration/management of the grant funds. The City will hire a qualified construction firm to complete the construction.

It is understood that this is letter is only an expression of our intent and a binding partner agreement or other agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

City of Storm Lake

________________________________ ____________________
Signature of Authorized Representative of Partner Date

Staff Summary

10/5/2015
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: Keri Navratil, Assistant City Manager

SUBJECT: **Motion to Approve Partnership Agreement with the Iowa Economic Development Authority for the CDBG National Disaster Resilience Competition**

BACKGROUND: The City of Storm Lake is applying for $8,633,000 of CDBG-NDR grant funds to mitigate storm water damage and reduce nutrients to the lake and rivers. There are eight projects outlined in the grant application.

Targeted areas include 10th and Ontario Streets, Seneca and Spooner Streets, Memorial Park, and 4th Street from Western Street to Barton Streets, and 4th and Oates Streets. These storm water improvements include replacing storm sewer, installing pervious pavers, bio cells and bio swales.

1st Street and Mae Street east to Memorial Street Lift Station includes a CIPP lining of 3,500 feet of sanitary sewer.

Sanitary sewer replacement from the intersection of 7th and Ontario to the existing 18" trunk sewer located approximately 500 feet north of Geneseo by Hwy 7.

Wastewater Treatment Facility and Wetland Pond will include a wetland pond with three restorers to handle storm water.

FISCAL IMPACT: CDBG will cover 75% of the cost, $6,474,750 and the City will provide 25% grant match of $2,158,250.

10th and Ontario- CDBG $1,457,250 City $485,750
Mae and 1st Streets- CDBG $921,000 City $307,000

Seneca and Spooner Streets -CDBG $1,340,250 City $446,750
4th and Oates Streets -CDBG $671,250 City $223,750
Memorial Park- CDBG $322,500 City $107,500
4th and Barton Streets- $585,000 City $195,000
7th and Geneseo Streets- $221,250 City $73,750
Wastewater Treatment Facility Wetland Pond- $956,250- City $318,750

City funding will come from the Capital Project Budget and Local Option Sales Tax.

RECOMMENDATION: Staff recommends Council approve the agreement for eight projects with CDBG-NDR covering 75% of the project and the City providing the 25% required match.

ATTACHMENTS:

	Description	Type
🗋	Agreemment between IEDA and City of Storm Lake	Backup Material

Appendix D
PARTNERSHIP AGREEMENT
BETWEEN Iowa Economic Development Authority (Applicant)
AND
City of Storm Lake (Partner)
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)

THIS AGREEMENT, entered this _____ day of __________, 20____ by and between the Iowa Economic Development Authority (herein called the “Applicant”) and the city of Storm Lake (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD’s National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant’s CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee’s application for CDBG-NDR assistance and the Applicant/Grantee’s Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery
The proposed Storm Lake improvement projects will mitigate flooding in the targeted service areas for a 10% rainfall event. The implementation of rain gardens, wetland pond, and pervious pavers to mitigate stormwater damage and reduce nutrients to the lake and rivers make these projects a natural model for other communities.

Activity #1
CDBG Activity: Stormwater Improvements
National Objective: LMA
Activity Description: Stormwater improvements including replacing storm sewer, installing pervious pavers, bio cells and bio swales.
Geographic Target: 10th & Ontario Streets

Activity #2
CDBG Activity: Line Sanitary Sewer
National Objective: LMA
Activity Description: A CIPP lining of 3,500 feet of 24" and 3,200 18" sanitary sewer.
Geographic Target: Extends from the intersection of 1st Street and Mae Street east to the Memorial Street Lift Station.

Activity #3
CDBG Activity: Stormwater Improvements
National Objective: LMA
Activity Description: This activity reconstructs Seneca and Spooner streets with a pervious pavement and storm water quality system including a treatment train of bio swales and bio filtration cells to treat and convey stormwater to Poor Farm Creek.
Geographic Target: Seneca and Spooner Streets

Activity #4
CDBG Activity: Replacement of Storm Sewer
National Objective: LMA
Activity Description: Replacement of 320lf of storm sewer including pervious paver and bio cells.
Geographic Target: 4th and Oats Streets.

Activity #5
CDBG Activity: Stormwater Improvements
National Objective: LMA
Activity Description: Stormwater improvements including storm sewer replacement, pervious pavers and bio cells.
Geographic Target: Memorial Park

Activity #6
CDBG Activity: Replace Storm Sewer
National Objective: LMA
Activity Description: Replace storm sewer including installing permeable pavers and bio cells.
Geographic Target: 4th Street from Western Street to Barton Street

Activity #7
CDBG Activity: Replacement of Sanitary Sewer
National Objective: LMA

Activity Description: Replacement of 10” trunk sanitary sewer main with a 15” sewer.
Geographic Target: from the intersection of 7th and Ontario to the existing 18” trunk sewer located approximately 500 feet north of Geneseo by Hwy 7.

Activity #8 CDBG Activity: Wastewater Treatment Facility & Wetland Pond
National Objective: LMA
Activity Description: Storm sewer replacement including wetland pond with three wetland restorers to handle stormwater.
Geographic Target: Site of existing water treatment facility.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following contingent upon HUD approval of requested waiver to expend funds within 24 months:

CDBG Activity Description	Start Date	End Date
Stormwater Improvements – West 10th & Ontario Streets (Activity #1)	Spring 2017	Fall 2018
Lining of Sanitary Sewer – Mae & 1st Streets (Activity #2)	Spring 2016	Fall 2017
Roadway Reconstruction – Seneca & Spooner Streets (Activity #3)	Spring 2016	Fall 2017
Replacement of Storm Sewer – 4th & Oats Streets (Activity #4)	Spring 2016	Fall 2017
Stormwater Improvements – Memorial Park (Activity #5)	Spring 2016	Fall 2017
Replacement of Storm Sewer – East 4th & Barton Streets (Activity #6)	Spring 2016	Fall 2017
Replacement of Sanitary Sewer – 7th & Geneseo Streets (Activity #7)	Spring 2016	Fall 2017
Wastewater Treatment Facility Wetland Pond (Activity #8)	Spring 2017	Fall 2018

C. Staffing

Partner will notify Applicant of any changes in the Key Personnel assigned or their general responsibilities under this project.

III. BUDGET

[*Note that the original proposed budget may be adjusted should HUD award less than the amount requested in the application.*

Natl Obj	CDBG Activity Description	CDBG	City
LMA	Stormwater Improvements – West 10th & Ontario Streets (Activity #1)	$1,457,250	$485,750
LMA	Lining of Sanitary Sewer – Mae & 1st Streets (Activity #2)	$921,000	$307,000
LMA	Roadway Reconstruction – Seneca & Spooner Streets (Activity #3)	$1,340,250	$446,750
LMA	Replacement of Storm Sewer – 4th & Oats Streets (Activity #4)	$671,250	$223,750
LMA	Stormwater Improvements – Memorial Park (Activity #5)	$322,500	$107,500
LMA	Replacement of Storm Sewer – East 4th & Barton Streets (Activity #6)	$585,000	$195,000
LMA	Replacement of Sanitary Sewer – 7th & Geneseo Streets (Activity #7)	$221,250	$73,750
LMA	Wastewater Treatment Facility Wetland Pond (Activity #8)	$956,250	$318,750
	Total CDBG Award	$6,474,750	
	Total Direct Funding Provided by City		$2,158,250

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

IV. SPECIAL CONDITIONS

None.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date ____________________________

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Iowa Economic Development Authority	**City of Storm Lake**
By____________________________________	By__________________________
	Title __________________________
Attest__________________________________ ASSISTANT [CITY/COUNTY] CLERK	
Countersigned:__________________________ FINANCE OFFICER	By__________________________ Title __________________________

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. #__________________________

____
ASSISTANT [CITY/COUNTY] ATTORNEY OR LEGAL COUNSEL

AFFIRMATIVE ACTION APPROVAL

____
CONTRACT COMPLIANCE SUPERVISOR

Staff Summary

10/5/2015
Agenda Item # 8.

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

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: **Resolution No. 47-R-2015-2016 Approving the Final Acceptance of the City Hall Parking Lot**

BACKGROUND: As part of the Erie Street corridor reconstruction project, Phase 1 was to reconstruct the parking lot to the south of City Hall. Schoon Construction did all excavation work, City staff laid the pavers, and City staff did the landscaping in the rain gardens.

FISCAL IMPACT: All financials were handled within the budget established for the Erie Street project.

RECOMMENDATION: Staff recommends that Council adopt the Resolution approving the Certificate of Substantial Completion.

ATTACHMENTS:

Description	Type
Resolution No. 47-R-2015-2016	Resolution
Certificate of Substantial Completion	Backup Material

RESOLUTION NO. 47-R-2015-2016

RESOLUTION ACCEPTING PUBLIC IMPROVEMENT

WHEREAS, the City Council of the City of Storm Lake, Iowa entered into a construction contract, and the Mayor and Clerk of Storm Lake, Iowa executed the contract with Schoon Construction & Excavation, LLC, Cherokee, IA with regard to the City Hall Parking Lot Improvements Project, City of Storm Lake, Iowa.

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

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

Section 1. That said public improvement is hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract, and the total final contract price is $52,226.85.

PASSED AND APPROVED this 5th day of October 2015.

____
Jon F. Kruse, Mayor

ATTEST:

____
Sue Vossberg, City Clerk

Certificate of Substantial Completion

Project: City Hall Parking Lot Improvements	
Owner: Storm Lake, Iowa	Owner's Contract No.:
Contract: City Hall Parking Lot Improvements	Engineer's Project No.: P11.109622

This definitive Certificate of Substantial Completion applies to:

x All Work under the Contract Documents: ☐ The following specified portions of the Work:

August 17, 2015

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities x Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	8/27/15 Date
Accepted by Contractor	8/27/15 Date
Accepted by Owner	Date

Staff Summary

10/5/2015
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: Jason Etnyre, Public Works Director

SUBJECT: **Resolution No. 48-R-2015-2016 Approving Lake Avenue Trail Change Order 1**

BACKGROUND: On March 16, 2015 the City entered into a construction contract with Smith Concrete to perform work associated with the North Lake Trail project. Throughout the summer Smith Concrete has been working on this project and has reached a point of being near completion. This change order reflects an increase in the amount of $5,657.38 to cover expenses associated with temporary rain garden seeding and for quantity adjustments for trail and driveway concrete. This change order additionally reflects a decrease of the amount of $25,770 for Smith Concrete not planting the rain gardens and also not mulching this area.

NET CHANGE would be a contract cost decrease of $20,112.63.

City staff will be either planting the rain gardens in the spring or staff will bring forth a proposal for hiring a firm to perform the plantings outside of this contract.

FISCAL IMPACT: Contract for this project was for $575,434.60. To date Smith Concrete has completed $505,405.07 worth of the total project. This change order would reduce the contract by $20,112.63.

RECOMMENDATION: Staff recommends that Council adopt Resolution 48-R-2015-2016 approving Change Order 1 to the Lake Avenue Trail Contract.

ATTACHMENTS:

Description	Type
Resolution No. 48-R-2015-2016	Resolution
Change Order #1	Backup Material

RESOLUTION NO. 48-R-2015-2016

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

To approve Change Order #1 to the contract with Smith Concrete Services, Inc. for the Lake Avenue Trail Project with the following changes:

1. Eliminating the rain garden plantings and mulching from the project contract a deduction of $25,770.00.
2. Expenses associated with temporary rain garden seeding and for quantity adjustments for trail and driveway concrete an addition of $5,657.38

Total cost of Change Order #1 is a deduction of $20,112.63 to the contract. Total contract cost after change order #1 is $555,321.98.

PASSED AND APPROVED this 5th day of October, 2015.

____

Jon. F. Kruse, Mayor

ATTEST:

____

Sue Vossberg, City Clerk

CHANGE ORDER
NUMBER 1

Date of Issuance: September 30, 2015   Effective Date: October 5, 2015

PROJECT:	LAKE AVENUE TRAIL PCC SIDEWALK/TRAIL STP-E-7422(616)--8V-11	ENGINEER'S PROJECT NUMBER: 13950
OWNER:	CITY OF STORM LAKE	DATE OF CONTRACT: February 17, 2015
CONTRACTOR:	SMITH CONCRTE SERVICES, INC.	OWNER'S CONTRACT NUMBER:

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

Description:

Due to the late season for project completion, Rain Garden Plantings and Mulching will be eliminated from the project contract. In order to stabalize this area, winter wheat will be planted. This will allow the plantings to be installed by the City in the spring and provide a greater possibility for successful plant establishment. Driveway at Members Mutual Insurance Association required 6" Maintenance Mix, which had not been included as an item in the original bid. Anticipated Traffic did not warrant the use of 8" Maintenance Mix.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $575,434.60	Original Contract Times: ☐ Working Days ☐ Calendar Days Substantial Completion (day or dates): 60 working days Ready for Final Payment (day or dates):
(Increase) (Decrease) from previously approved Change Orders Number ____ to ____	(Increase) (Decrease) from previously approved Change Orders Number ____ to ____ Substantial completion (day or dates): Ready for Final Payment (day or dates):
Contract Price prior to this Change Order: $575,434.60	Contract Times prior to this Change Order: Substantial Completion (day or dates): 60 working days Ready for Final Payment (day or dates):
(Decrease) of this Change Order: -$20,112.63	(Increase) (Decrease) of this Change Order: Substantial Completion (day or dates): Ready for Final Payment (day or dates):
Contract Price Incorporating this Change Order: $555,321.98	Contract Times with all approved Change Orders: Substantial Completion (day or dates): 60 working days Ready for Final Payment (day or dates):

RECOMMENDED:	APPROVED:	ACCEPTED:
ISG	CITY OF STORM LAKE	SMITH CONCRTE SERVICES, INC.
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date:	Date:	Date:

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute

Number	Item	Unit	Quantity	Unit Price	Amount Increase	Amount Decrease
41	Rain Garden Planting	EA	-1160.0	$19.50		$22,620.00
52	Mulch, Shredded Bark	CY	-21.0	$150.00		$3,150.00
53	Temporary Rain Garden Seeding	LS	1.0	$200.00	$200.00	
54	Recreation Trail, Portland Cement Concrete, 6 in. Class M	SY	37.0	$49.50	$1,829.03	
55	Driveway, P.C. Concrete, 6 in. Class M	SY	73.3	$49.50	$3,628.35	

TOTALS	$5,657.38	$25,770.00
NET CHANGE IN CONTRACT PRICE	($20,112.63)	
INCREASE (DECREASE) IN CONTRACT TIME, days		

Justification For Changes:

41, 52	Due to late season for project completion, Rain Garden plantings and Rain Garden Mulching will be eiliminated from project and be completed in the Spring by City. This will provide a greater possibility for successful plant establishment.
53	Rain Gardens plantings will not be installed, but instead areas will be temporarily seeded to winter wheat to provide ground stabalization.
54, 55	Driveway and Trail at Members Mutual was poured with 6" Maintenance Mix Concrete to ensure that traffic could quickly resume at said location. Anticipated traffic at location did not warrant 8" concrete which required the addition of an item for 6" Class M Concrete for Driveway and Trail.

Staff Summary

10/5/2015
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: James H. Patrick, City Manager

SUBJECT: **Approving The Tentative Agreement Between The City Of Storm Lake And General Drivers And Helpers Union, Local No. 554**

BACKGROUND: The City and the General Drivers and Helpers Union, Local No. 554,Police Union, have a four year agreement that expires next year. Out of a cities group comparability study, we were 3% lower than average wage on starting wages and 4.6% lower than the average at the high end.

The Contract was negotiated and has been ratified by the Police Union and subject to Council approval.

It will be a three year contract. It (1) allows for up to 48 hours of sick leave per calendar year when a member of the employee's family (spouse, child, or parent) requires care or attention due to illness or injury. The Employee Handbook currently authorizes 24 and will need to be changed for all employees if this is approved. (2) Officers may be assigned as Field Training Officer or Entry Team Member for a duration of a year and receive a $0.25 per hour stipend for this extra duty. (3) Newly hired officers may receive credit for years of service towards the pay scale steps on the basis of two years of service as a law enforcement officer being equal to one step on the pay scale. (4) To fix the wages the recommendation is an approximate 4% increase the first year and then an average of 3.2% the next two years. The reason for approximately is that there is more of the increase to the mid ranges where the City tends to lose more officers.

This will place the City above the average wages in the comp group.

FISCAL IMPACT:	The overall pay increase of the Union Contract will be 3.3% over the next three years.
RECOMMENDATION:	Motion to approve the Tentative Agreement between the City of Storm Lake and the General Drivers and Helpers Union, No. 554.

ATTACHMENTS:

	Description	Type
🗋	Police Union Tentative Agreement	Backup Material

For The City:
James C Hanks
Sept. 15, 2015

Union
[signatures]

TENTATIVE AGREEMENT
BETWEEN
CITY OF STORM LAKE, IOWA
AND
GENERAL DRIVERS AND HELPERS UNION,
LOCAL NO. 554

Notes: If the parties have not agreed that an article or provision be amended, then current contract language for that article or provision will be maintained.

The following is a package agreement which must either be accepted in its entirety or it will be considered to be rejected.

ARTICLE 14
LEAVES OF ABSENCE

Current contract language will be maintained for all provisions of Article 14 except as noted below:

A. Sick Leave

9. Employees may use up to forty-eight (48) hours of sick leave per calendar year when a member of the employee's family (spouse, child, or parent) requires care or attention due to illness or injury.

ARTICLE 20
DURATION AND SIGNATURE

Current contract language will be maintained for all provisions of Article 20 except as noted below:

A. Duration

This Agreement shall be effective on July 1, ~~2012~~ **2016**, and shall continue in effect until June 30, ~~2016~~ **2019**.

APPENDIX A
WAGE SCHEDULE

Note #4: **Employees who are assigned to work as Field Training Officers will be paid an additional $0.25 per hour for all hours that they work. On an annual basis, the Chief of Police will designate the number of Field**

Training Officers and will designate the employees who will serves as Field Training Officers.

Employees who are assigned to work as members of the Entry Team will be paid an additional $0.25 per hour for all hours that they work.

Note #5: **Newly hired officers may receive credit for years of service toward the pay scale steps on the following basis: two (2) years of service as a law enforcement officer are equal to one step on the pay scale.**

	Year 1	Year 2	Year 3
Starting	20.40	21.00	21.60
1	20.70	21.30	21.90
2	21.00	21.60	22.20
3	21.60	22.20	22.80
4	21.90	22.50	23.10
5	22.50	23.10	23.70
6	22.80	23.40	24.00
7	23.10	23.70	24.30
8	23.40	24.00	24.60
9	24.00	24.60	25.20
10	24.30	24.90	25.50
11	24.90	25.50	26.10

Staff Summary

10/5/2015
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:	James H. Patrick, City Manager
SUBJECT:	Public Hearing Concerning Entering Into An Agreement With Buena Vista County And The Storm Lake Consolidated School District For Fiber Optic Services And Obtaining A License Under Iowa Code 28 E.
BACKGROUND:	This Public Hearing concerns the City entering into an 28E Agreement between the City, Buena Vista County, and the Storm Lake Consolidated School District for fiber optic services and obtaining a license for the County and School District to access the City owned fiber network and for the City to access the County and School District property to perform maintenance.
FISCAL IMPACT:	The Agreement will benefit the City by allowing the City to rent fiber to the County and School District on excess fiber lines the City owns.
RECOMMENDATION:	Council open the hearing, hear and consider comments prior to closing the hearing.

Staff Summary

10/5/2015
Agenda Item # 12.

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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Resolution 49-R-2015-2016 Approving The Fiber Lease And License Agreement Between The City Of Strom Lake, Buena Vista County, and Storm Lake Consolidated School District Under Iowa Code 28 E**

BACKGROUND: The City is finishing construction of a fiber optic network that will enhance communications between City facilities, especially sewer and water communication nodes. The City, in working with the School District and County, constructed additional fiber lines to lease to the County and School District for them to improve their communications and reduce costs. Both the County and School District have approved this Agreement.

Council has held the Public Hearing and is now ready to take action on this agreement.

FISCAL IMPACT: This agreement will defray some of the construction costs of the fiber network and provide better communications for all participants.

RECOMMENDATION: Council adopt 49-R-2015-2016 approving the agreement and license between the City of Strom Lake, Buena Vista County, and Storm Lake Consolidated School District under Iowa Code 28 E. and authorize the Mayor to sign.

ATTACHMENTS:

Description	Type
Resolution No. 49-R-2015-2016	Resolution

RESOLUTION NO. 49-R-2015-2016

RESOLUTION APPROVING GRANTS TO BUENA VISTA COUNTY, IOWA AND THE STORM LAKE COMMUNITY SCHOOL DISTRICT OF LIMITED LICENSES TO MAINTAIN FIBER OPTIC STRANDS COMPRISING A PART OF THE FIBER OPTIC INFRASTRUCTURE ON CERTAIN REAL ESTATE AND TO ACCESS THAT REAL ESTATE FOR THE INSTALLATION, EXAMINATION, REPLACEMENT AND REPAIR OF A PART OF THE FIBER OPTIC INFRASTRUCTURE; AND APPROVING AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE THE JOINT FIBER OPTIC INFRASTRUCTURE AGREEMENT UNDER CHAPTER 28E OF THE CODE OF IOWA

WHEREAS, the City of Storm Lake, Iowa (the "City") is the owner of real estate in the City of Storm Lake, Iowa generally and commonly described as City Hall located at 620 Erie Street, the Storm Lake Water Treatment Plant located at 6011 Highway 110, the Storm Lake Police Department located at 401 East Milwaukee Avenue, the Storm Lake Fire Department located at 820 Oneida Street, the Storm Lake Public Library located at 609 Cayuga, and the City Shop located at 433 Vilas Road;

WHEREAS, the City has negotiated with Buena Vista County, Iowa (the "County") and the Storm Lake Community School District (the "District") a proposed Agreement for Joint Fiber Optic Infrastructure (the "Agreement") under Chapter 28E of the Code of Iowa that will provide for the construction, installation, maintenance, repair, and replacement of Fiber Optic Infrastructure, which will connect and extend between the above-described City buildings and certain County and District buildings in the City of Storm Lake, Iowa, and will allow each of the parties to use dedicated fiber optic strands therein for their own private intranet and internet service;

WHEREAS, the Agreement provides for the granting of mutual licenses from each of the parties to the others to allow each of the others to maintain fiber optic strands in their buildings and to allow representatives of the other governmental entities limited supervised access to those buildings for the purposes of installing, examining, replacing and repairing parts of the Fiber Optic Infrastructure housed in those buildings;

WHEREAS, the licenses granted by the City will continue so long as any party to the Agreement is using the Fiber Optic Infrastructure;

WHEREAS, the Agreement does not provide for separate monetary consideration to be paid or furnished by each party to the other for the mutual licenses, but each party under the Agreement would agree to grant the necessary licenses to the others to make installation and maintenance of the Fiber Optic Infrastructure possible;

WHEREAS, the Agreement provides that the City shall own the Fiber Optic Infrastructure, that the County will pay up to $40,000.00 and the District up to $140,000.00 of the estimated $800,000 to $900,000 cost of installation of the Fiber Optic Infrastructure, with the City paying the balance, and that each of the parties will bear a part of the cost of repairs of the Fiber Optic Infrastructure as specified in the Agreement;

WHEREAS, the City hopes to avoid duplication of infrastructure, improve services, and save taxpayers money by undertaking this project jointly with the County and the District;

WHEREAS, the City Council, by Resolution adopted September 21, 2015, proposed to enter into the Agreement and grant the licenses described above on the terms and conditions set forth above;

WHEREAS, notice of the proposal to enter into the Agreement and grant the licenses has been made to the public by publication in the Storm Lake Times on September 25, 2015, pursuant to a directive to the Clerk contained in the September 21, 2015 Resolution; and

WHEREAS, the Council finds that the Agreement and the proposed grants of licenses are in the City's interest for the reasons set forth above.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Agreement, a copy of which is attached as Exhibit A, is approved, and the City of Storm Lake, Iowa does hereby agree to enter into the Agreement and grant the licenses to the County and District on the terms and conditions previously set forth in this Resolution and in the Agreement.

IT IS FURTHER RESOLVED AND DIRECTED that the Mayor and City Clerk are authorized to sign and otherwise execute the Agreement.

Passed and approved this 5th day of October, 2015.

____

Jon F. Kruse, Mayor

Attest:

____

Sue Vossberg, City Clerk

Preparer Information: Philip E. Havens, 716 Lake Avenue, Storm Lake, Iowa 50588; (712) 732-7262
Return to: Philip E. Havens, 716 Lake Avenue, Storm Lake, Iowa 50588; (712) 732-7262

AGREEMENT FOR JOINT FIBER OPTIC INFRASTRUCTURE

This Agreement is made and entered into between and among the City of Storm Lake, Iowa ("City"), an Iowa municipal corporation, Buena Vista County, Iowa ("County") and Storm Lake Community School District, an Iowa public school corporation ("District").

Section 1. Authority. City, County, and District enter into this Agreement under the authority granted by Chapter 28E of the 2015 Code of Iowa.

Section 2. Purpose of Agreement. City, County, and District each desire to have improved communications, intranet, and internet services for City, County, and District facilities located within the City of Storm Lake, Iowa, through the construction, maintenance, and installation of certain fiber optic infrastructure. City, County, and District believe that a fiber optic network comprised of a Fiber Optic Backbone and Legs therefrom providing such improved services can be more economically constructed, installed, and maintained through a joint project of the parties in which certain infrastructure and costs are shared among the parties. The purpose of this Agreement is to memorialize the understanding of the parties with respect to the responsibilities of each party in the joint project.

Section 3. Definitions. For the purpose of this agreement:

a. The phrase, "Fiber Optic Backbone" means the core backbone of the Fiber Optic Network consisting of forty-eight strand single mode fiber optic cable run in underground and above-ground conduit which shall be installed and extend from the City's Water Treatment Plant on the west side of the City of Storm Lake, Iowa to a City-owned facility in the public right-of-way near the County's Law Enforcement Center on the east side of the City of Storm Lake, Iowa, and includes, without limitation, two fiber distribution facilities referred to as "pedestals" and all the Termination Points connecting segments of the Fiber Optic Backbone.

b. The term, "Leg" means underground and above-ground conduit which, when constructed and installed, will extend between and connect the Fiber Optic Backbone and various terminal sites within City, County, and District buildings or facilities and through which twenty-four *or fewer* single mode optical fiber strands will run and connect to fiber optic strands within the Fiber Optic Backbone.

c. The phrase, "Fiber Optic Infrastructure" means the Fiber Optic Backbone together with the Legs.

d. The phrase, "Termination Point" means a fiber optic demarcation where a segment of the fiber optic cable in the Fiber Optic Infrastructure either ends or begins.

Section 4. Administration. The City Manager of City shall serve as the administrator of this joint undertaking.

Section 5. No Separate Administrative Entity Established; Advisory Committee Established. No separate administrative entity is created by this Agreement. However, an advisory committee shall be established to make recommendations to the parties and the administrator regarding a) the initial construction, maintenance, replacements of parts within, and possible improvements to, or enhancements of, the Fiber Optic Infrastructure, and b) resolutions of disputes between or among the parties. City, County, and District shall each appoint one voting representative to serve on the advisory committee at the pleasure of the appointing party. A representative may, but need not, be an elected or appointed officer or official of the appointing party. In addition, the City's designated information technology consultant shall serve as an ex officio member of the advisory committee. Each party may have additional staff or other persons attend meetings of the advisory committee but such additional staff or other persons attending a meeting shall have no vote. The advisory committee may only make recommendations supported by a majority vote of the committee's voting representatives. The advisory committee shall initially hear disputes filed in writing with the City Manager by the parties. The advisory committee shall first seek to informally mediate the dispute and if such mediation efforts are unsuccessful, the advisory committee, within twenty days of the submission of the dispute to the advisory committee, shall make a non-binding recommendation to the City Manager, by majority vote, as to a resolution of the dispute. Any dispute between or among the parties must be heard by the advisory committee before the filing of any legal proceeding relating to that dispute. Meetings of the advisory committee shall be subject to the provisions of Iowa Code Chapter 21 on Open Meetings.

Section 6. Construction and Installation of Fiber Optic Infrastructure. The City shall cause and contract for the Fiber Optic Infrastructure to be constructed and installed as set forth in this Agreement. The City shall initially bear the expense of such construction and installation, including but not limited to expenses for the design, engineering, materials, and labor associated therewith. However, the County and the District shall reimburse the City for a share of all such expenses in the amount and manner set forth in Section 9 below. The City shall comply with all procedures required by law that apply to the construction, installation, and replacement of the Fiber Optic Infrastructure.

Section 7. Plans and Location of Fiber Optic Infrastructure. The Fiber Optic

Infrastructure shall be constructed and installed all as shown on the schematic diagram attached as Exhibit 1, in and on public right-of-way and property owned by the parties. The Fiber Optic Infrastructure shall be underground except at and within buildings and facilities with Termination Points where conduit and the fiber optic cable within such conduit will be above the ground.

Section 8. New Optical Fiber to Replace Existing Optical Fiber in Existing Conduit. The City, at its expense, previously installed fiber optic lines between City Hall and the Storm Lake Public Library, the Storm Lake Police Department and the Storm Lake Fire Department, and City Hall and the Buena Vista County Courthouse. The existing conduit for the previously-installed fiber optic lines will be used for the Fiber Optic Infrastructure, without cost to the County or District. The cost of such pre-existing conduit shall not be considered a cost of the initial construction or installation of the Fiber Optic Infrastructure for any purpose under this Agreement. However, new fiber optic cable, with sufficient optical fiber strands for use by all the parties, will be installed in such existing conduit. The City, County, and District shall share the cost of the new fiber optic cable installed in existing conduit, including both materials and installation, in the percentages shown on Exhibit 1 for each segment of the Fiber Optic Infrastructure using existing conduit.

Section 9. Sharing of Costs of Construction and Installation. The County and the District shall each reimburse the City for its share of the expenses of the construction and installation of the Fiber Optic Infrastructure, including, but not limited to, all the types of expenses set forth in Section 6 above. The obligation to reimburse shall assume that there is no breach by the City and the construction of the Fiber Optic Infrastructure is in accordance with all applicable laws, regulations and design specifications; provided, however, that if the County or District does not reimburse the City based on an alleged breach by the City or a failure of the City to construct the Fiber Optic Infrastructure in accordance with laws, regulations, and design specifications, the City shall not be obligated to permit the party so failing to reimburse the City to use the Fiber Optic Infrastructure or to connect equipment or fiber optic lines to it. The County shall bear that percentage of the total cost of constructing and installing each segment of the Fiber Optic Infrastructure as is shown for the County and segment on attached Exhibit 1, but shall not bear more than $40,000.00 of the total cost of the initial construction and installation of the entire Fiber Optic Infrastructure, including the costs specified in Sections 8 and 9. The District shall bear that percentage of the total cost of constructing and installing each segment of the Fiber Optic Infrastructure as is shown for the District and segment on attached Exhibit 1, but shall not bear more than $140,000.00 of the total cost of the initial construction and installation of the Fiber Optic Infrastructure, including the costs specified in Sections 8 and 9. The City shall bear the balance of the estimated $800,000.00 to $900,000.00 total cost of the original construction and installation of the Fiber Optic Infrastructure. The cost of the parts and installation of each Termination Point in a building or facility shall be borne by each party who will use fiber optic strands that begin or end at such termination point in the percentage shown in Exhibit 1 for that party's share of the cost or repair of the segment of the Fiber Optic Infrastructure that begins or ends at the Termination Point. Upon completion of construction and installation of the Fiber Optic Infrastructure, the City shall provide the County and the

District with an itemization of all such expenses and shall invoice the County and the District for their respective shares of such expenses. The County and District shall each have ten (10) days from the receipt of the itemization and invoice to file a dispute with the advisory committee regarding the amount invoiced. The timeline for payment of the itemized invoice shall be stayed pending either a resolution or a timely formal recommendation of the advisory committee regarding the amount invoiced and decision by the City Manager as to the proper amount of the invoice. Once the City Manager renders a written decision regarding the dispute, the amount invoiced or, if less, the amount decided upon by the City Manager in the dispute resolution process, shall be paid in accordance with the requirements in this Section 9. The County and District shall reimburse the City for their respective shares of the total expenses. The County and the District each may elect whether to pay the City in full for its share of the expenses within thirty days of the date of such invoice or pay the City in no more than ten equal annual principal installments, the first installment of which shall be due November 1, 2015. Each succeeding annual principal installment shall be due on November 1 of each calendar year thereafter until November 1, 2024, on which date the full balance of principal and any interest shall be due. No interest shall accrue on the unpaid principal sums so long as each installment is timely received by the City. If any installment is not timely received by the City, interest shall accrue from the due date of the first delinquent payment on the full balance owed as of the due date of the first delinquent payment, at the rate of four percent (4%) per annum, until the entire principal balance owed is paid in full. Payments shall first be applied to interest, then to principal, should interest accrue. The County and the District may prepay principal in any amount at any time. The reimbursement and payment obligations imposed on the County and the District under Sections 6, 8, 9, and 10 shall survive the termination of this Agreement or the withdrawal of any party from the Agreement.

Section 10. Maintenance, Repair, and Replacement Costs. Each party shall bear that percentage of the total cost of repairing, maintaining, and replacing each segment of the Fiber Optic Infrastructure as is shown for the party and segment on attached Exhibit 1 unless such repair, maintenance, or replacement is necessitated because of damage caused by the City's failure to locate or correctly locate fiber optic line when requested by the County or the District as provided in Section 16 below, in which case the City shall bear the cost of the repair, maintenance, or replacement. The cost of repairing, maintaining and replacing a Termination Point shall be borne by the parties in the same percentages as the parties are to bear of the original cost of installation of such Termination Point. The City shall have sole discretion whether to repair or replace any part of the Fiber Optic Infrastructure and sole discretion as to the type and timing of any maintenance work, but shall be responsible to minimize any down time in the Fiber Optic Infrastructure for all parties to this Agreement. The City will notify the County and District by telephone or e-mail of any planned maintenance that may interrupt services over the Fiber Optic Infrastructure as far in advance as practical but at least forty-eight hours before the scheduled maintenance begins. The City will notify the County and District of an interruption of service by telephone or e-mail as soon as practical after discovering the interruption. The City shall provide the County and the District with an itemization of all repair, maintenance, or replacement expenses, including materials and labor, and shall invoice the County and the District for their respective share of such expenses. The County and District shall each have ten (10) days from the receipt of the itemization and invoice to file a dispute with the advisory committee regarding the amount invoiced. The timeline for payment of the itemized invoice shall be stayed pending either a resolution or a timely formal recommendation of the advisory committee regarding the amount invoiced and decision by the City Manager as to the proper amount of the invoice. Once the City Manager renders a written decision regarding the dispute, the amount invoiced or, if less, the amount decided upon by the City Manager in the dispute resolution process, shall be paid in accordance with the requirements in this Section 10. The County and the District each shall pay to the City in full for its share of the repair, maintenance, or replacement expenses within thirty days of the date of such invoice. Each party shall be responsible for budgeting for expenses under this section in each of its annual budgets required by law.

Section 11. Use of Fiber Optic Strands. The Fiber Optic Infrastructure shall be installed and maintained such that:

a) During the term of this Agreement, provided the County has not withdrawn from this Agreement and the City has not terminated the Agreement as to the County for cause under the Agreement's terms, the County shall have fiber optic service dedicated solely to the County through twelve (12) single mode fiber optic strands in the Fiber Optic Infrastructure, at the following County buildings in Storm Lake, Iowa: The Buena Vista County Courthouse located at 215 East 5th Street; the Buena Vista County Law Enforcement Center located at 411 Expansion Boulevard; the Buena Vista County Public Health Building located at the 1709 East Richland Street Annex; and the Buena Vista County Community Services Building located at 605 Cayuga Street. The County may connect other County buildings and County facilities, through Fiber Optic line, to the Fiber Optic Infrastructure, provided it does so at its own expense. If other County buildings or County facilities are so connected, the County shall own and bear all cost of repair and replacement of the fiber optic lines connecting such other buildings or facilities to the Fiber Optic Infrastructure. At least sixty days in advance of the commencement of the installation of an additional connection, the County shall notify the other parties in writing of the location and identity of the County building or facility to be connected.

b) During the term of this Agreement, provided the District has not withdrawn from this Agreement and the City has not terminated the Agreement as to the District for cause under the Agreement's terms, the District shall have fiber optic service dedicated solely to the District through single mode fiber optic strands in the Fiber Optic Infrastructure at the following District Buildings in Storm Lake, Iowa: The School Administration Building located at 419 Lake Avenue; the Storm Lake High School located at 621 Tornado Drive; the East Early Childhood Center located at 930 East 5th Street; the Storm Lake Elementary School located at 1810 Hyland Drive; and the School Bus Garage/Maintenance Facility located at 520 Oneida Street. The District may connect other District buildings and District facilities, through fiber optic line, to the Fiber Optic Infrastructure, provided it does so at its own expense. If other District buildings or District facilities are so connected, the District shall own and bear all cost of repair and replacement of the fiber optic lines connecting such other buildings or facilities to the Fiber Optic Infrastructure. At least sixty days in advance of the commencement of the installation of an additional connection, the District shall notify the other parties in writing of the location and identity of the District building or facility to be connected.

c) The City shall have fiber optic service dedicated solely to the City through single mode fiber optic strands in the Fiber Optic Infrastructure dedicated solely to the City at the following City buildings in Storm Lake, Iowa: City Hall located at 620 Erie Street; the Storm Lake Water Treatment Plant located at 6011 Highway 110; the Storm Lake Police Department located at 401 East Milwaukee Avenue; the Storm Lake Fire Department located at 820 Oneida Street; the Storm Lake Public Library located at 609 Cayuga Street; and the City Shop, located at 433 Vilas Road. The City may connect other City buildings and City facilities, through Fiber Optic line, to the Fiber Optic Infrastructure, provided it does so at its own expense. If other City buildings or City facilities are so connected, the City shall own and bear all cost of repair and replacement of the fiber optic lines connecting such other buildings or facilities to the Fiber Optic Infrastructure. At least sixty days in advance of the commencement of the installation of an additional connection, the City shall notify the other parties in writing of the location and identity of the City building or facility to be connected.

d) Subject to the provisions of Section 15, each party shall have its own private fiber optic network between and among its facilities connected to the Fiber Optic Infrastructure, with the capacity for that party, at its own expense, to connect its private network to the internet, and, through such connection, to have internet services at its own expense. The Fiber Optic Infrastructure shall be used by each party for lawful purposes only.

Section 12. License for Access. The Fiber Optic Infrastructure will be installed in a manner such that optical fiber strands used exclusively by one of the parties will necessarily run through one or more of the buildings or facilities of another party identified in this Agreement. Therefore, for so long as any party is using the Fiber Optic Infrastructure, each party irrevocably grants to the other parties a license to maintain on the party's real property on which such buildings or facilities are situated such fiber optic strands as run through such buildings or facilities, as the Fiber Optic Infrastructure is initially constructed and installed. In addition, for so long as any party is using the Fiber Optic Infrastructure, each party irrevocably grants to the City a license to maintain on the party's real property on which such buildings or facilities are situated any part of the Fiber Optic Infrastructure that is initially constructed and installed on such real property. The rights granted in this section do not include the right of any party to connect to another party's network without prior written permission of such other party. Under such license, designated representatives of each party shall have the right to access a building or facility of another party that houses or will house any part of the Fiber Optic Infrastructure used or owned, or to be used or owned, by the party desiring access or access the real estate on which such building or facility is situated for the purpose of installing, examining, replacing, or repairing that part of the Fiber Optic Infrastructure. Each party whose property will be accessed shall have the right to have its own representatives accompany the representatives of the accessing party during any period in which access is granted. Any party desiring access to another party's building, facility, or real estate shall notify by telephone or in person the party whose property will be accessed at least one hour before accessing the property. For so long as any party is using the Fiber Optic Infrastructure, each party shall keep the other parties and the City's Information Technology consultant provided with a current written list of three representatives authorized by the party to permit and arrange for the necessary physical access and accompany another party's representatives during any period of access. The written list of representatives shall include each representative's name, home telephone land line number, if any, office telephone number, any cell phone number, and e-mail addresses. Initially, the City's Information Technology consultant is Rebnord Technologies, Inc., whose address is 1044 West Milwaukee Avenue, Storm Lake, Iowa 50588 and whose telephone number is (712)732-6449. The City shall notify the other parties in writing any time the City changes its Information Technology consultant for the Fiber Optic Infrastructure and in the notification shall provide the other parties with contact information for such consultant. A party shall not make changes to any building or real estate parcel affecting a part of the Fiber Optic Infrastructure installed on the party's property pursuant to this Agreement without first obtaining the written permission of the City and any other party who has not withdrawn from this Agreement, which permission will not be unreasonably withheld. All the obligations of this Section shall survive the termination of this Agreement or the withdrawal of any party from the Agreement.

Section 13. Ownership of Fiber Optic Infrastructure. The City shall be the sole owner of the Fiber Optic Infrastructure, notwithstanding the cost-sharing provisions of this Agreement.

Section 14. Insurance. The City, at its expense, shall fully insure the Fiber Optic Infrastructure against loss by fire, tornado, or other casualty. Such insurance shall not provide coverage, however, for the electronic and digital equipment or other equipment referred to in section 15 connected by the County and District to the Fiber Optic Infrastructure. Each party, at its own expense, shall be responsible for securing and maintaining any insurance coverage the party desires for such equipment connected to the Fiber Optic Infrastructure or for any additional fiber optic lines the party connects.

Section 15. Network Equipment. Each party, at its own expense, shall own, install, and maintain all computer and communications equipment related to the operation and functional use of its own network connected by and using the Fiber Optic Infrastructure, provided that the Fiber Optic Infrastructure, itself, will be owned exclusively by the City and be installed and maintained in accordance with other Sections of this Agreement.

Section 16. Locating Services. Upon request, the City shall provide all locating services for the Fiber Optic Infrastructure, i.e. determining the underground location of the fiber optic lines within the Fiber Optic Infrastructure that are outside any building and marking the path of the lines on the surface of the ground for construction purposes or utility work. The County and District shall each pay the City $288.00 per year for ten years for these locating services. The County and District may each pay for these locating services in one lump sum payment of $2,880.00 on or before February 28, 2016, or may pay the first annual fee of $288.00 by February 28, 2016, and each $288.00 annual fee payment by February 28 of each year thereafter through and including February 28, 2025. The fees to be paid by the County and District for locating services under this Section 16 are in addition to the County's and District's shares of the cost of construction, installation, repair, and replacement of the Fiber Optic Infrastructure provided for in Sections 8, 9 and 10. By October 1, 2024, and by October 1 of the calendar year preceding the year of termination of any five-year renewal of the Agreement, the City shall set the annual fee for such services to be paid in the years of the next renewal period. The payment obligations imposed on the County and the District under this section for the initial term of the contract shall survive the termination of this Agreement or the withdrawal of any party from the Agreement. The payment obligations imposed on the County or the District under this section for any renewal term that commences before that party withdraws from the Agreement shall also survive the termination of this Agreement or the withdrawal of any party from the Agreement.

Section 17. No Liability for Security Breaches or Data Losses; Limited City Liability for Down Time. No party hereto shall be liable to another party or parties for breaches of security in a party's fiber optic network operating over the Fiber Optic Infrastructure or for loss or theft of data therefrom. Each party, at its own expense, shall be responsible for the security of its own network and its own data. The City shall not be liable to another party for damage to the Fiber Optic Infrastructure and resulting loss of another party's network services, provided the damage is not the result of an intentional act of the City or the City's gross negligence, and provided further that the City makes reasonable efforts to arrange for the repair or replacement of damaged segments of the Fiber Optic Infrastructure and to minimize the duration of the other party's loss of network services.

Section 18. Default. Any failure by the County or District to timely pay financial obligations under this Agreement or any other breach of the terms of this Agreement shall constitute a default for which the City may terminate this Agreement for cause as to the defaulting party, pursuant to the provisions of Section 19 of this Agreement.

Section 19. Withdrawal by County or District and Termination for Cause by City. Until termination of this Agreement as provided in Section 20 or until termination as to the party seeking to withdraw for cause, the County or the District may withdraw from this Agreement provided the withdrawing party has fully paid the City all the withdrawing party's financial obligations under this Agreement. Withdrawal from this Agreement shall be accomplished by the withdrawing party giving written notice of such withdrawal to the other parties at least one hundred eighty (180) days before the effective withdrawal date in the same manner as a notice of termination is to be given under Sections 20 and 21 of this Agreement. A withdrawal or attempted withdrawal by a party who has not fully paid the City all the party's financial obligations under this Agreement shall not be effective. The City may not withdraw from this Agreement, but may terminate the Agreement for cause with respect to any party who remains in default under the terms of this Agreement thirty days after the City has given the Notice prescribed in this section. If the City wishes to terminate this Agreement as to a party for cause, the City shall give a Notice of Default and Conditional Notice of Termination to the defaulting party in the same manner as a notice of termination is to be given under Sections 20 and 21 of this Agreement, notifying the defaulting party that the Agreement shall stand automatically terminated if the default is not cured within thirty days of the giving of the Notice of Default and Conditional Notice of Termination. The Agreement shall automatically terminate as to the defaulting party thirty days after the giving of such notice unless the defaulting party has cured the default within the thirty day period. If the default is timely cured, the Agreement shall not terminate as to the party who was in default. If the defaulting party does not timely cure the default and the other non-City party has either withdrawn from the Agreement or been previously terminated by the City, the Agreement shall stand terminated as to all parties.

Section 20. Commencement and Termination of Agreement. The term of this agreement shall commence on the date on which all parties have signed the Agreement and shall terminate July 1, 2025; provided, however, that the Agreement shall automatically renew for a five-year term July 1, 2025 and every fifth anniversary of the previous termination date if no more than one party has withdrawn from the Agreement or been terminated by the City as provided above, unless any party who has not withdrawn from the Agreement gives notice as prescribed herein to each party who has not withdrawn from the Agreement that the Agreement will terminate effective on the applicable July 1 termination date. Such notice of termination shall be given at least thirty days before the applicable July 1 termination date.

Section 21. Disconnection of Service. If the City has terminated this Agreement for cause with respect to another party to this Agreement or another party has withdrawn from this Agreement, the City may terminate such other party's use of the Fiber Optic Infrastructure by physical disconnection of optical fiber serving such party from the Fiber Optic Infrastructure. If this Agreement terminates pursuant to Section 20, the City may terminate both the County's and District's use of the Fiber Optic Infrastructure by physical disconnection of optical fiber serving the County and District from the Fiber Optic Infrastructure. The County and District may not physically disconnect from the Fiber Optic Infrastructure optical fiber serving the City without receiving written permission from the City Manager or Assistant City Manager before disconnecting the optical fiber serving the City.

Section 22. Notices. For purposes of this Agreement, a notice is given to the County when the notice is hand-delivered to the Buena Vista County, Iowa Information Technology Director (Tyler Van Houten, or his successor) or when the United States Postal Service delivers the notice addressed to the Buena Vista County, Iowa Information Technology Director, 215 East 5th Street, Storm Lake, Iowa or such other address as the County may hereafter provide the other parties in writing. For purposes of this Agreement, a notice is given to the District when the notice is hand-delivered to the Superintendent of the District or when the United States Postal Service delivers the notice addressed to Storm Lake Community School District, Att: Superintendent, 419 Lake Avenue, Storm Lake, Iowa 50588, or such other address as the District may hereafter provide the other parties in writing. For purposes of this Agreement, a notice is given to the City when the notice is hand-delivered to the City Manager or City Clerk of the City or when the United States Postal Service delivers the notice addressed to City of Storm Lake, Att: City Manager, City Hall, 620 Erie Street, Storm Lake, IA 50588, or such other address as the City may hereafter provide the parties in writing.

Section 23. Property of City. On termination of the Agreement, the Fiber Optic Infrastructure shall remain the property of the City. In the event the City discontinues using the

Fiber Optic Infrastructure following the termination of the Agreement, and unless the affected parties otherwise agree in writing, a) the City, at its expense, may remove any part of the Fiber Optic Infrastructure from any property of the County or District on which any part of the Fiber Optic Infrastructure is installed if the City can do so without materially damaging the property from which the removal is to occur; b) if the City removes part of the Fiber Optic Infrastructure from a County or District property, the party owning the property shall allow the City reasonable access to any such property for such removal and shall cooperate in the City's removal of that part of the Fiber Optic Infrastructure from such party's property; and c) the City, without consideration or cost, may abandon in place any part of the Fiber Optic Infrastructure on a property of the County or District on which any part of the Fiber Optic Infrastructure is installed. Nothing in this section shall require the City to cease using the Fiber Optic Infrastructure on termination of the Agreement or to remove any part of the Fiber Optic Infrastructure.

Section 24. Not Assignable Without Permission. No party may assign its interest in this Agreement without first obtaining written permission from the other parties, which permission shall not be unreasonably withheld.

Section 25. Successors Bound. This Agreement binds and inures to the benefit of the parties' successors in interest. The license for access provisions of Section 12 shall run with the land.

Section 26. Filing With Secretary of State. This Agreement shall become binding upon the parties when fully executed and filed with the Iowa Secretary of State. The City shall file this Agreement for record with the Iowa Secretary of State and, because of the license provisions of Section 12, with the Buena Vista County, Iowa Recorder.

Section 27. Severability. If any action, provision or part of this Agreement is declared to be invalid or unconstitutional by a court of competent jurisdiction or administrative tribunal, the remainder of the Agreement shall continue in full force and effect.

Section 28. Entire Agreement and Amendments. This Agreement represents the entire agreement among the City, County, and District. Any subsequent changes or modifications to the terms of this Agreement must be in the form of a duly executed addendum to this Agreement.

[This space intentionally left blank. Signatures of parties follow on next page.]

Date: ____________________ THE CITY OF STORM LAKE, IOWA

By: ____________________________________
Jon F. Kruse, Mayor

ATTEST:

____
Sue Vossberg, City Clerk

Date: ____________________ BUENA VISTA COUNTY, IOWA

By: ____________________________________
Dale Arends, Chairperson, Board of Supervisors

ATTEST:

____
Susan K. Lloyd, Auditor, Buena Vista County, Iowa

Date: ____________________ STORM LAKE COMMUNITY SCHOOL DISTRICT

By: ____________________________________
Peter Steinfeld, President of School Board

ATTEST:

____
Trudy Pedersen, School Board Secretary

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of ______________, 2015, by Jon F. Kruse and Sue Vossberg, as Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa.

____

Notary Public in and for the State Of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of ______________, 2015, by Dale Arends and Susan K. Lloyd, as Chairperson of the Buena Vista County, Iowa Board of Supervisors and Buena Vista County, Iowa Auditor, respectively, of Buena Vista County, Iowa.

____

Notary Public in and for the State Of Iowa

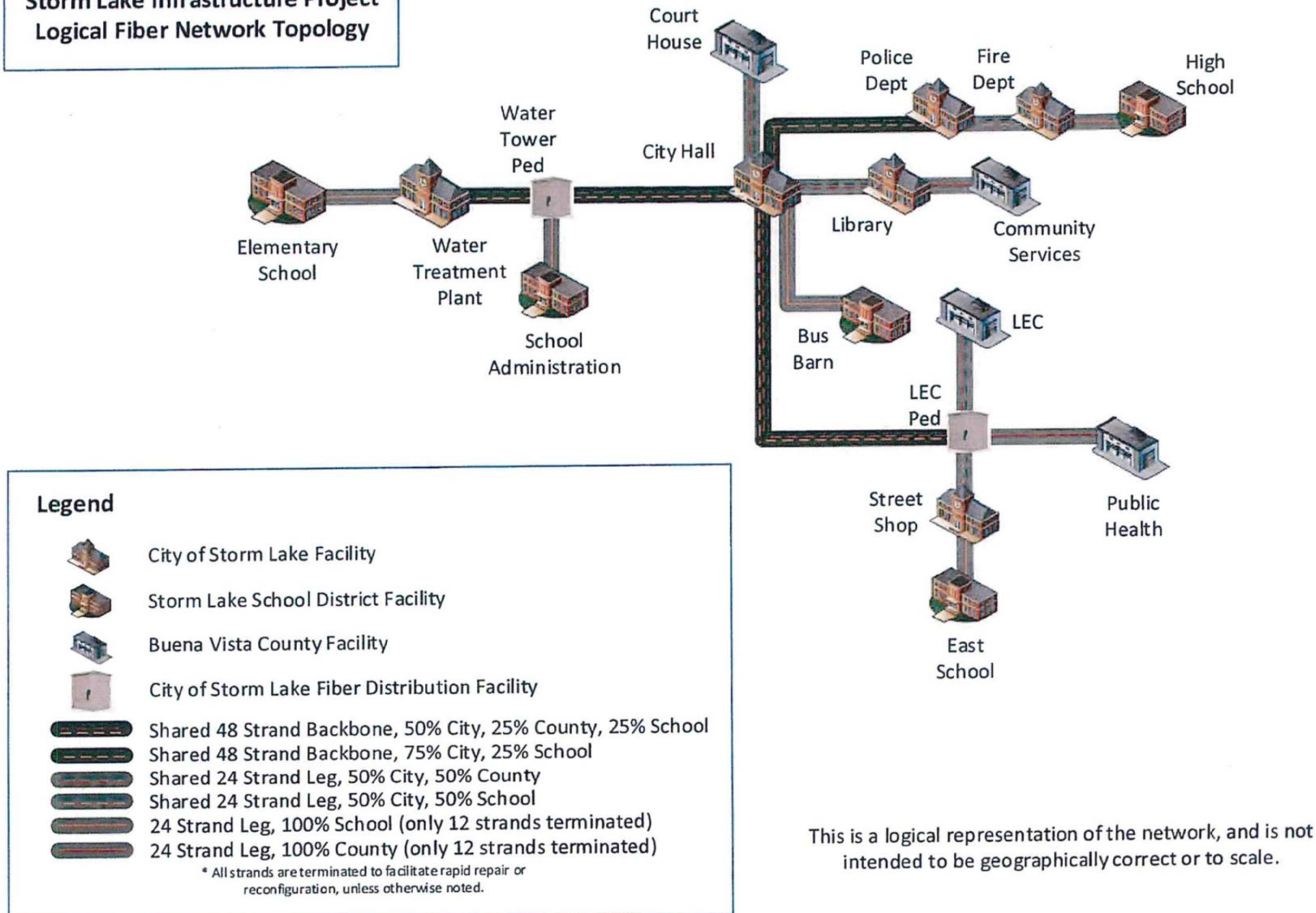
STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of ______________, 2015, by Peter Steinfeld and Trudy Pedersen, as President of the School Board and School Board Secretary, respectively, of the Storm Lake Community School District.

____

Notary Public in and for the State Of Iowa

Exhibit #1
Storm Lake Infrastructure Project
Logical Fiber Network Topology



This is a logical representation of the network, and is not intended to be geographically correct or to scale.