

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
APRIL 6, 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. Motion Authorizing a Noise Variance for Buena Vista University
4. **Resolution No. 108-R-2014-2015 Accepting & Awarding Bid On HWY 7 Water Main Project**
5. **Public Hearing On Issuance Of Not To Exceed \$4,000,000 General Obligation Urban Renewal Refunding Bonds**
6. **Resolution No. 109-R-2014-2015 Instituting Proceedings To Take Additional Action for the Issuance of Not To Exceed \$4,000,000 General Obligation Urban Renewal Refunding Capital Loan Notes**
7. **Motion To Approve \$4,000,000 Taxable Annual Appropriation General Obligation Urban Renewal Capital Loan Notes Disclosure Counsel Engagement Agreement**
8. **Resolution No. 110-R-2014-2015 Accepting Bids & Awarding The Bids For East 10th Street Reconstruction From Seneca Street To Russell Street**
9. **Resolution No. 111-R-2014-2015 Approve the Contract For The Paving Of Howard Road**
10. **Resolution 112-R-2014-2015 To Hold Hearing On The Intent To Acquire Property For Sanitary Sewer Improvements And Authorize Acquisition Of The Necessary Property Interests From Various Property Owners For The Sanitary Sewer Mitigation Project By Gift, Negotiation Or Eminent Domain**
11. **Resolution 113-R-2014-2015 Authorizing The Acquisition Of Property For Sanitary Sewer Improvements And Authorizing Acquisition Of The Necessary Property Interests From Various Property Owners For The Sanitary Sewer Mitigation Project By Gift, Negotiation, Or Eminent Domain**
12. Motion to Approve Bond Counsel Agreement with Ahlers & Cooney, P.C.
13. Motion To Approve Contract With Piper Jaffray For Financial Services
14. **Motion Setting Public Hearing On Plans, Specifications, & Form Of Contract For North Central Storm Water Project**
15. **Ordinance No. 06-O-2014-2015 Related To Serving As A RAGBRAI Overnight Host City - 1st Reading Ordinance**
16. **Resolution No. 114-R-2014-2015 Accepting And Awarding The Bid For The Façade Renovation Project**

17. **Resolution No. 115-R-2014-2015 Setting A Public Hearing On The Proposed Vacation Of A Portion Of The Michigan Street Right Of Way**
18. Resolution No. 116-R-2014-2015 Directing Advertisement For Sale, Approving Electronic Bidding Procedures & Official Statement
19. Motion of Agreement for the Fiscal Year 2016 Tax Levy
20. Motion to Approve Amending Land Purchase Services Agreement With Veenstra And Kimm
21. Motion to Approve Amending Agreements With Veenstra And Kimm, Phase 2 - Final Design And Construction Administration And An Agreement For Construction Observation And Inspection Services For The Storm Lake Sanitary Sewer System Mitigation Project
22. **Motion To Approve Iowa Department Of Agriculture And Land Stewardship Water Quality Initiative Contract**
23. Motion To Approve Professional Services Agreement With Bolton & Menk, Inc. To Provide Engineering Services For Storm Lake's Water Quality Initiative Grant Improvements
24. **Study Session On The Potential Development Of The New Storm Lake 3rd Addition**
25. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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



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Staff Summary

4/6/2015

Agenda Item # A.



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

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Approve March 16, 2015 City Council Minutes
- Approve liquor license renewals for Mo's
- Approve Tobacco Settlement Agreement with Brewster's

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$693,377.29
- King's Pointe Bills - \$281,320.81
- Sunrise Pointe Golf Course Bills - \$6,368.12

The City will receive the following revenues:

- Liquor license renewal - \$845.00
- Tobacco Settlement Agreement - \$300.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ King's Pointe & Sunrise Pointe List of Bills	List of Bills
☐ Minutes - March 16, 2015	Minutes
☐ Mo's Liquor Report	List of Bills
☐ Brewster's Tobacco Settlement Agreement	Backup Material

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

Checks for Approval Report

From: 03/17/15 To 04/06/15
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00553.03.2015 Aflac Pretax	536.60
AFLAC	PR Batch 00553.03.2015 Aflac After tax	143.28
AFLAC	PR Batch 00554.03.2015 Aflac Pretax	50.17
AFLAC	PR Batch 00554.03.2015 Aflac After tax	54.06
AFLAC	PR Batch 00551.04.2015 Aflac Pretax	536.60
AFLAC	PR Batch 00551.04.2015 Aflac After tax	143.28
AFLAC	PR Batch 00552.04.2015 Aflac Pretax	50.17
AFLAC	PR Batch 00552.04.2015 Aflac After tax	54.06
ARCEO-SANCHEZ EFREEN	Refund Check	139.31
BADAWI MARY	Refund Check	57.20
BLINDE KIMBERLY	Refund Check	146.94
BRUGMAN CHELSEA	Refund Check	24.33
BRUGMAN CHELSEA	Refund Check	43.70
BRUGMAN CHELSEA	Refund Check	15.60
BRUGMAN CHELSEA	Refund Check	1.70
BRUGMAN CHELSEA	Refund Check	7.34
BUTLER JASON	Refund Check	160.00
BUTLER JASON	Refund Check	8.16
CALDWELL DION	Refund Check	4.55
CALDWELL DION	Refund Check	7.23
CALDWELL DION	Refund Check	2.18
CALDWELL DION	Refund Check	0.32
CALDWELL DION	Refund Check	1.03
CAVAZOS PATRICIA	Refund Check	3.32
CAVAZOS PATRICIA	Refund Check	5.84
CAVAZOS PATRICIA	Refund Check	1.72
CAVAZOS PATRICIA	Refund Check	0.23
CAVAZOS PATRICIA	Refund Check	0.81
CHAPMAN MARCEL	Refund Check	16.86
CHAPMAN MARCEL	Refund Check	34.89
CHAPMAN MARCEL	Refund Check	10.00
CHAPMAN MARCEL	Refund Check	1.18
CHAPMAN MARCEL	Refund Check	4.71
CHILTON RENAE	Refund Check	68.91
City of Storm Lake	PR Batch 00554.03.2015 Dental insurance employee c	2.18
City of Storm Lake	PR Batch 00554.03.2015 Dental employee/spouse	11.15
City of Storm Lake	PR Batch 00554.03.2015 Dental insurance family	28.32
City of Storm Lake	PR Batch 00554.03.2015 125 Flexible Benefits	207.91
City of Storm Lake	PR Batch 00554.03.2015 Health Insurance Family	596.50
City of Storm Lake	PR Batch 00554.03.2015 Health Insurance Single	48.12
City of Storm Lake	PR Batch 00552.04.2015 Dental insurance employee c	2.18
City of Storm Lake	PR Batch 00552.04.2015 Dental employee/spouse	11.15
City of Storm Lake	PR Batch 00552.04.2015 Dental insurance family	28.32
City of Storm Lake	PR Batch 00552.04.2015 125 Flexible Benefits	207.91
City of Storm Lake	PR Batch 00552.04.2015 Health Insurance Family	596.50
City of Storm Lake	PR Batch 00552.04.2015 Health Insurance Single	48.12
City of Storm Lake	PR Batch 00551.04.2015 Dental employee/child	5.78
City of Storm Lake	PR Batch 00551.04.2015 Dental insurance employee c	20.00
City of Storm Lake	PR Batch 00551.04.2015 Dental employee/spouse	20.60
City of Storm Lake	PR Batch 00551.04.2015 Dental insurance family	82.84
City of Storm Lake	PR Batch 00551.04.2015 125 Flexible Benefits	920.83
City of Storm Lake	PR Batch 00551.04.2015 Flex- Child Care	173.09
City of Storm Lake	PR Batch 00551.04.2015 Health Insurance Family	1,816.98
City of Storm Lake	PR Batch 00551.04.2015 Health Insurance Single	444.20
City of Storm Lake	PR Batch 00553.03.2015 Dental employee/child	5.78
City of Storm Lake	PR Batch 00553.03.2015 Dental insurance employee c	20.00
City of Storm Lake	PR Batch 00553.03.2015 Dental employee/spouse	20.60

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City of Storm Lake	PR Batch 00553.03.2015 Dental insurance family	82.84
City of Storm Lake	PR Batch 00553.03.2015 125 Flexible Benefits	920.83
City of Storm Lake	PR Batch 00553.03.2015 Flex- Child Care	173.09
City of Storm Lake	PR Batch 00553.03.2015 Health Insurance Family	1,816.98
City of Storm Lake	PR Batch 00553.03.2015 Health Insurance Single	444.20
Collection Services Center	PR Batch 00553.03.2015 Child Support Payments to I	222.00
Collection Services Center	PR Batch 00551.04.2015 Child Support Payments to I	222.00
Collection Services Center	PR Batch 00552.04.2015 Child Support Payments to I	325.00
Collection Services Center	PR Batch 00554.03.2015 Child Support Payments to I	325.00
Conseco Health Insurance Co	PR Batch 00551.04.2015 Cancer Pre Tax Insurance	41.04
Conseco Health Insurance Co	PR Batch 00553.03.2015 Cancer Pre Tax Insurance	41.04
CTH PROPERTIES	Refund Check	11.12
CTH PROPERTIES	Refund Check	18.54
CTH PROPERTIES	Refund Check	8.31
CTH PROPERTIES	Refund Check	0.77
CTH PROPERTIES	Refund Check	3.91
EFTPS	PR Batch 00553.03.2015 Federal Income Tax	9,933.59
EFTPS	PR Batch 00553.03.2015 FICA Employee Portion	3,445.20
EFTPS	PR Batch 00553.03.2015 FICA Employer Portion	3,445.20
EFTPS	PR Batch 00553.03.2015 Medicare Employee Portion	1,368.85
EFTPS	PR Batch 00553.03.2015 Medicare Employer Portion	1,368.85
EFTPS	PR Batch 00551.04.2015 Federal Income Tax	9,202.31
EFTPS	PR Batch 00551.04.2015 FICA Employee Portion	3,490.08
EFTPS	PR Batch 00551.04.2015 FICA Employer Portion	3,490.08
EFTPS	PR Batch 00551.04.2015 Medicare Employee Portion	1,330.05
EFTPS	PR Batch 00551.04.2015 Medicare Employer Portion	1,330.05
EFTPS	PR Batch 00552.04.2015 Federal Income Tax	4,238.57
EFTPS	PR Batch 00552.04.2015 FICA Employee Portion	1,866.06
EFTPS	PR Batch 00552.04.2015 FICA Employer Portion	1,866.06
EFTPS	PR Batch 00552.04.2015 Medicare Employee Portion	527.10
EFTPS	PR Batch 00552.04.2015 Medicare Employer Portion	527.10
EFTPS	PR Batch 00554.03.2015 Federal Income Tax	4,238.57
EFTPS	PR Batch 00554.03.2015 FICA Employee Portion	1,965.26
EFTPS	PR Batch 00554.03.2015 FICA Employer Portion	1,965.26
EFTPS	PR Batch 00554.03.2015 Medicare Employee Portion	556.10
EFTPS	PR Batch 00554.03.2015 Medicare Employer Portion	556.10
HEMIL SWIHNA	Refund Check	14.15
ICMA Retirement Trust 457	PR Batch 00554.03.2015 ICMA	1,100.00
ICMA Retirement Trust 457	PR Batch 00554.03.2015 ICMA City Paid	583.35
ICMA Retirement Trust 457	PR Batch 00554.03.2015 ICMA City paid for Police	432.81
ICMA Retirement Trust 457	PR Batch 00552.04.2015 ICMA	1,100.00
ICMA Retirement Trust 457	PR Batch 00552.04.2015 ICMA City Paid	583.35
ICMA Retirement Trust 457	PR Batch 00552.04.2015 ICMA City paid for Police	432.81
ICMA Retirement Trust 457	PR Batch 00551.04.2015 ICMA	1,235.00
ICMA Retirement Trust 457	PR Batch 00553.03.2015 ICMA	1,035.00
ILDEFONSO GARCIA ISIDRO	Refund Check	26.55
ILDEFONSO GARCIA ISIDRO	Refund Check	50.27
ILDEFONSO GARCIA ISIDRO	Refund Check	17.72
ILDEFONSO GARCIA ISIDRO	Refund Check	1.86
ILDEFONSO GARCIA ISIDRO	Refund Check	8.34
Iowa Public Employees	PR Batch 00551.04.2015 IPERS	3,471.99
Iowa Public Employees	PR Batch 00551.04.2015 IPERS City Share	5,210.83
Iowa Public Employees	PR Batch 00552.04.2015 IPERS	1,503.94
Iowa Public Employees	PR Batch 00552.04.2015 IPERS City Share	2,257.17
Iowa Public Employees	PR Batch 00554.03.2015 IPERS	1,527.74
Iowa Public Employees	PR Batch 00554.03.2015 IPERS City Share	2,292.89
Iowa Public Employees	PR Batch 00553.03.2015 IPERS	3,444.78
Iowa Public Employees	PR Batch 00553.03.2015 IPERS City Share	5,169.91
ITT Hartford AMS RPVA	PR Batch 00553.03.2015 457 Hartford	225.00

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ITT Hartford AMS RPVA	PR Batch 00554.03.2015 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00552.04.2015 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00551.04.2015 457 Hartford	225.00
JAQUES or KELSEY	Refund Check	29.95
JAQUES or KELSEY	Refund Check	54.27
JAQUES or KELSEY	Refund Check	22.41
JAQUES or KELSEY	Refund Check	2.11
JAQUES or KELSEY	Refund Check	10.55
JOHN SENRIHDA	Refund Check	20.40
JOHN SENRIHDA	Refund Check	38.60
JOHN SENRIHDA	Refund Check	9.37
JOHN SENRIHDA	Refund Check	1.43
JOHN SENRIHDA	Refund Check	4.41
KREBBS MARIA	Refund Check	20.88
KREBBS MARIA	Refund Check	39.10
KREBBS MARIA	Refund Check	15.63
KREBBS MARIA	Refund Check	1.45
KREBBS MARIA	Refund Check	7.35
LANE-CALHOUN TENIA	Refund Check	19.35
MARTINEZ VAZQUEZ DUNEISY	Refund Check	30.38
MARTINEZ VAZQUEZ DUNEISY	Refund Check	56.79
MARTINEZ VAZQUEZ DUNEISY	Refund Check	17.04
MARTINEZ VAZQUEZ DUNEISY	Refund Check	2.12
MARTINEZ VAZQUEZ DUNEISY	Refund Check	8.02
MC CULLOUGH LARRY	Refund Check	17.56
MC CULLOUGH LARRY	Refund Check	35.80
MC CULLOUGH LARRY	Refund Check	13.13
MC CULLOUGH LARRY	Refund Check	1.24
MC CULLOUGH LARRY	Refund Check	6.18
MEANS-DELCID JENNIFER	Refund Check	27.69
Muni Fire/Police Retire	PR Batch 00554.03.2015 Muni Police/Fire Pension	534.26
Muni Fire/Police Retire	PR Batch 00554.03.2015 Muni Police/Fire Pension Ci	1,728.39
Muni Fire/Police Retire	PR Batch 00551.04.2015 Muni Police/Fire Pension	3,197.89
Muni Fire/Police Retire	PR Batch 00551.04.2015 Muni Police/Fire Pension Ci	10,345.49
Muni Fire/Police Retire	PR Batch 00552.04.2015 Muni Police/Fire Pension	534.26
Muni Fire/Police Retire	PR Batch 00552.04.2015 Muni Police/Fire Pension Ci	1,728.39
Muni Fire/Police Retire	PR Batch 00553.03.2015 Muni Police/Fire Pension	3,112.11
Muni Fire/Police Retire	PR Batch 00553.03.2015 Muni Police/Fire Pension Ci	10,067.96
PALMERIN JOSE	Refund Check	5.51
PALMERIN JOSE	Refund Check	10.47
PALMERIN JOSE	Refund Check	4.12
PALMERIN JOSE	Refund Check	0.38
PALMERIN JOSE	Refund Check	1.94
PHANTHAVONG THOT OR CHANTHAI	Refund Check	28.65
PHANTHAVONG THOT OR CHANTHAI	Refund Check	48.51
PHANTHAVONG THOT OR CHANTHAI	Refund Check	14.16
PHANTHAVONG THOT OR CHANTHAI	Refund Check	2.00
PHANTHAVONG THOT OR CHANTHAI	Refund Check	6.66
PRAIRIEWAVE COMMUNIC.	Refund Check	12.30
PRAIRIEWAVE COMMUNIC.	Refund Check	23.97
PRAIRIEWAVE COMMUNIC.	Refund Check	11.91
PRAIRIEWAVE COMMUNIC.	Refund Check	2.85
PRAIRIEWAVE COMMUNIC.	Refund Check	4.33
PU CHA	Refund Check	74.11
RODRIGUEZ OR REYSEL	Refund Check	38.21
ROSA CARLA	Refund Check	30.77
ROSA CARLA	Refund Check	55.97
ROSA CARLA	Refund Check	16.23
ROSA CARLA	Refund Check	2.15

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ROSA CARLA	Refund Check	7.64
SANTOS FRANCISCO	Refund Check	9.53
SANTOS FRANCISCO	Refund Check	20.17
SANTOS FRANCISCO	Refund Check	7.14
SANTOS FRANCISCO	Refund Check	0.66
SANTOS FRANCISCO	Refund Check	3.36
SAO CRUZ ALEXANDER	Refund Check	114.68
Teamsters Local Union 554	PR Batch 00551.04.2015 Union Dues	305.50
Teamsters Local Union 554	PR Batch 00553.03.2015 Union Dues	305.50
Treasurer State Of Iowa	PR Batch 00553.03.2015 State Income Tax	3,711.79
Treasurer State Of Iowa	PR Batch 00551.04.2015 State Income Tax	3,502.65
Treasurer State Of Iowa	PR Batch 00552.04.2015 State Income Tax	1,817.70
Treasurer State Of Iowa	PR Batch 00554.03.2015 State Income Tax	1,817.70
VANG NIXON	Refund Check	34.70
VANG NIXON	Refund Check	63.44
VANG NIXON	Refund Check	25.99
VANG NIXON	Refund Check	2.43
VANG NIXON	Refund Check	12.24

UNAVAILABLE

Department Total = 145,092.89

Police Department

Alta Body Shop	February 2015 Towing	1,740.00
Central Iowa Distributing, Inc	Cleaning Supplies	376.79
City of Storm Lake	Health Ins Allocations Apr2015	20,795.55
Control System Specialists, LLC	Service Call Police Station	95.00
Electronic Engineering	Radio Repairs- Bosenberg	232.29
Electronic Engineering	Battery	216.00
Erskine Todd	ILEA Training- Camp Dodge- Erskine	263.28
Evertex Inc	Phone Service- April 2015	371.95
Evertex Inc	New Phone (2)/Activation Fee	910.00
Graham Tire	Tire Repairs P-5	21.80
Graham Tire	New Tire P-4	126.33
Hy-Vee, Inc	Office Supplies	29.07
Jack's Uniforms & Equipment	Uniform- Anderson	57.94
Jack's Uniforms & Equipment	Taser Training Supplies	617.19
Keltek, Inc	Supplies	237.98
King's Pointe Resort	Officers Meeting Expense	225.47
La Prensa LLC	Seasonal Ads	14.85
Mangold Environmental Testing	Shipping	6.11
Mangold Environmental Testing	Shipping	6.64
Med-Tech Resource Inc	Batteries	447.22
MidAmerican Energy Company	Electric Service Jan/Feb 2015	763.10
Nepple Electric Inc	Police Dept Mens Inside Restroom Light Repairs	320.68
NW IA YES Center	Detention Client 3/12/2015	26.50
NW IA YES Center	Detention Clients	34.00
Pizza Ranch	Meeting Expense- Less Tax	83.00
Principal Life Ins Co	Insurance Premium April 2015	2,151.02
Prosser Mark	Ragbrai Meeting- Des Moines- Prosser	86.25
Purchase Power	Postage Mar 27, 2015	92.84
Rasmussen's	Brakes P-9	228.46
Rasmussen's	Spark Plug P-9	246.47
Rasmussen's	Tune Up P-6	246.47
Rasmussen's	Exhaust Manifold Repairs P-6	772.06
Simplex Grinnell LP	Fire Alarm Service Call	446.00
Sirchie Finger Print Lab	Integrity Bags	98.28
Storm City Auto Parts	Battery P-19	95.46
Storm Lake Bakery	Meeting Supplies	27.00

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Storm Lake Bakery	Meeting Supplies	47.52
Storm Lake Bakery	Meeting Supplies	21.00
Wal Mart #01-1526	Supplies- Less Tax	4.96
Wede's Lock Service Joe	New Keys (20)	45.00
Wede's Lock Service Joe	New Transponder Keys (4)	80.00

Police Department

Department Total = 32,707.53

Park Ranger

Bucheli Harley	Seasonal Position Ads	31.25
Pilot Tribune	Seasonal Ads	22.00
Storm Lake Times The	Seasonal Ads	75.79

Park Ranger

Department Total = 129.04

Fire Department

Alpha Wireless	Pager Repairs	135.00
Bomgaars Supply, Inc	Supplies	39.97
Bomgaars Supply, Inc	Battery & Snow Pushers	65.98
Bomgaars Supply, Inc	Supplies	47.55
Bomgaars Supply, Inc	Scoops & Hammer	69.97
Bomgaars Supply, Inc	Muriatic Acid	5.39
Central Iowa Distributing, Inc	Cleaning Supplies	275.00
City of Storm Lake	Health Ins Allocations Apr2015	1,911.04
Evertex Inc	Phone Service- April 2015	51.28
Hy-Vee, Inc	Meeting Supplies	42.93
Hy-Vee, Inc	Meeting Supplies	26.97
Julius Dennis R.	Fire Department Mop Services February 2015	28.64
Keller Ken	Urinal in Fire Department	164.67
Martin's Flag Co., Inc.	Flag	256.59
Midwest Breathing Air LLP	Quarterly Air Test 3/12/2015	150.00
Principal Life Ins Co	Insurance Premium April 2015	173.59
Purchase Power	Postage Mar 27, 2015	2.40
Stanton Electric, Inc	Lights	137.32
Storm City Auto Parts	Belts	4.09

Fire Department

Department Total = 3,588.38

Building Official

City of Storm Lake	Health Ins Allocations Apr2015	1,894.03
Emmons & Olivier Resources Inc	Review of St. Mary's Plans	884.75
Evertex Inc	Phone Service- April 2015	27.52
Principal Life Ins Co	Insurance Premium April 2015	132.66
Purchase Power	Postage Mar 27, 2015	194.19

Building Official

Department Total = 3,133.15

Animal Care

Sanders David James	Pigeon Control through 3/7/2015	285.00
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Animal Care

Department Total = 285.00

Law Enforcement

Intoximeters Inc	Intoximeters	1,347.00
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KB Contracting LLC	Installation of Door	2,446.32
Law Enforcement		Department Total = 3,793.32
Crime Prevention		
Buena Vista University	Attn Common Grounds- Coffee with a Cop	254.71
Cole Chris J	You Tube Video Trailer Purchase Reimbursement	57.75
USPCA Region 21	Trial Registration FY 2015	50.00
Crime Prevention		Department Total = 362.46
Roadway Maintenance		
Bolton & Menk, Inc	Engineering Services through 3/17/2015	1,086.00
Bucheli Harley	Dredge Operator/Mechanic Ad	35.00
City of Storm Lake	Health Ins Allocations Apr2015	4,868.88
Crescent Electric Supply Co	Light	108.09
Crescent Electric Supply Co	Fuses	65.54
Evertex Inc	New Phone (1)	450.00
Evertex Inc	Phone Service- April 2015	13.76
Iowa Office Supply Inc	Copier Maintenance Agreement	16.13
MidAmerican Energy Company	Electric Service Jan/Feb 2015	620.60
Pigott Jim	Tree Trimming Reimbursement	237.50
Principal Life Ins Co	Insurance Premium April 2015	357.14
ProBuild	Siding	29.00
Rohr Manufacturing Services, Ltd	Annual Fire Extinguisher Inspection	283.60
Storm Lake Times The	Dredge Operator/Mechanic Ad	66.72
Storm Lake Times The	Publications	19.15
Titan Machinery	Stabil Pad	231.07
Vermeer Sales & Service Inc	Supplies	550.00
Wal Mart #01-1526	Supplies	65.43
Roadway Maintenance		Department Total = 9,103.61
Street Lighting		
MidAmerican Energy Company	Electric Service Jan/Feb 2015	11,956.83
Street Lighting		Department Total = 11,956.83
Snow Removal		
City of Storm Lake	Health Ins Allocations Apr2015	1,714.14
Principal Life Ins Co	Insurance Premium April 2015	129.18
Sta-Mel Enterprises, Inc	Roadsalt	1,704.64
Sta-Mel Enterprises, Inc	Roadsalt	1,609.66
Sta-Mel Enterprises, Inc	Roadsalt	1,698.09
Sta-Mel Enterprises, Inc	Roadsalt	1,701.36
Snow Removal		Department Total = 8,557.07
Airport		
Amerigas	Propane	1,790.79
Bart's Flying Service	Airport Contract March 2015	4,963.75
Bart's Flying Service	Water Supply Purchase Reimbursement	2.97
Bolton & Menk, Inc	Pre-Construction 2/27/2015	120.00
Bomgaars Supply, Inc	Gas Cans (2)	21.98

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From: 03/17/15 To 04/06/15
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Century Link	Phone Service	129.04
Fairchild Communications Inc	Quarterly Testing through March 2015	135.00
Iowa Lakes Regional Water	March 2015 Water Service	55.38
MidAmerican Energy Company	Electric Service Jan/Feb 2015	792.39
Purchase Power	Postage Mar 27, 2015	17.64

Airport	Department Total =	8,028.94
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Library

Amazon.com	DVDs & Books	58.72
American Library Assoc	Book Seals	52.50
Baker & Taylor, Inc	Books	663.40
Baker & Taylor, Inc	Books	99.58
Baker & Taylor, Inc	Books	164.25
Baker & Taylor, Inc	Books	33.38
Brodart Co	Books	16.74
Brodart Co	Books	169.74
Brodart Co	Books	13.99
Brodart Co	Books	40.72
Brodart Co	Books	111.54
Central Iowa Distributing, Inc	Cleaning Supplies	94.00
City of Storm Lake	Health Ins Allocations Apr2015	4,489.28
Control System Specialists, LLC	Boiler Motor Maintenance	732.07
Custodian of Petty Cash Kim Mehlenbacher	Postage March 2015	230.12
Hy-Vee, Inc	Utility Blades for Book Processing	1.49
Hy-Vee, Inc	Supplies	6.47
Ingram Library Services, Inc	Books	16.21
Ingram Library Services, Inc	Books	11.44
Ingram Library Services, Inc	Books	15.07
Ingram Library Services, Inc	Books	15.63
Ingram Library Services, Inc	Books	16.76
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	15.61
Ingram Library Services, Inc	Books	19.89
Ingram Library Services, Inc	Books	21.49
Ingram Library Services, Inc	Books	11.03
Ingram Library Services, Inc	Books	16.78
Ingram Library Services, Inc	Books	21.44
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	16.76
Ingram Library Services, Inc	Books	11.44
Ingram Library Services, Inc	Books	10.84
Ingram Library Services, Inc	Books	11.03
Ingram Library Services, Inc	Books	17.34
Ingram Library Services, Inc	Books	16.19
Ingram Library Services, Inc	Books	16.21
Ingram Library Services, Inc	Books	20.90
Ingram Library Services, Inc	Books	10.46
Ingram Library Services, Inc	Books	10.84
MidAmerican Energy Company	Electric Service Jan/Feb 2015	688.07
Midwest Tape LLC	DVDs	88.95
Midwest Tape LLC	DVDs	50.99
Midwest Tape LLC	DVDs	171.93
Midwest Tape LLC	DVDs	203.94
Midwest Tape LLC	DVDs	190.95
Miller Melissa	Library Website Training- Carroll- Miller	63.25
Principal Life Ins Co	Insurance Premium April 2015	219.18
Purchase Power	Postage Mar 27, 2015	3.36

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

Checks for Approval Report

From: 03/17/15 To 04/06/15
User: tyler.gibbins

Recorded Books LLC	CDs	35.99
Recorded Books LLC	CDs	31.50

Library	Department Total =	9,083.04
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Agencies

Witter Gallery Inc	4th Quarter FY 2015 Payment	3,250.00
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Agencies	Department Total =	3,250.00
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Parks Department

Bomgaars Supply, Inc	Bonding Compound	4.69
Bomgaars Supply, Inc	Bit Set	14.99
Bucheli Harley	Seasonal Position Ads	109.38
City of Storm Lake	Health Ins Allocations Apr2015	1,893.13
Evertex Inc	Phone Service- April 2015	13.76
Ferguson Enterprises Inc	Supplies	13.46
La Prensa LLC	Seasonal Ads	34.64
MidAmerican Energy Company	Electric Service Jan/Feb 2015	323.13
Petersen Manufacturing	Concrete Bench	457.65
Pilot Tribune	Seasonal Ads	77.00
Principal Life Ins Co	Insurance Premium April 2015	188.54
Reinert Michael P	Sheet Metal	7.70
Rohr Manufacturing Services, Ltd	Annual Fire Extinguisher Inspection	92.00
Storm Lake Times The	Seasonal Ads	265.28
Wal Mart #01-1526	Floor Cleaning Supplies	16.06

Parks Department	Department Total =	3,511.41
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Golf Course

Bomgaars Supply, Inc	Epoxy for Gold Seeder	3.29
Bomgaars Supply, Inc	Fasteners for Golf Seeder	3.03
Bomgaars Supply, Inc	Fasteners for Golf Seeder	0.75
Bucheli Harley	Seasonal Position Ads	109.37
City of Storm Lake	Health Ins Allocations Apr2015	542.28
Inquirehire	Background Checks	23.50
Inquirehire	Background Checks	23.50
Inquirehire	Background Checks	23.50
La Prensa LLC	Seasonal Ads	34.63
MidAmerican Energy Company	Electric Service Jan/Feb 2015	189.35
Pilot Tribune	Seasonal Ads	77.00
Principal Life Ins Co	Insurance Premium April 2015	41.79
Storm Lake Times The	Seasonal Ads	265.27
Turfwerks	Reel Couple	36.79

Golf Course	Department Total =	1,374.05
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Campgrounds

City of Storm Lake	Health Ins Allocations Apr2015	180.76
Inquirehire	Background Checks	23.50
Inquirehire	Background Checks	23.50
La Prensa LLC	Seasonal Ads	34.63
MidAmerican Energy Company	Electric Service Jan/Feb 2015	155.19
Principal Life Ins Co	Insurance Premium April 2015	13.93
Storm Lake Times The	Publications	34.75

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

Checks for Approval Report

From: 03/17/15 To 04/06/15
User: tyler.gibbins

Workamper	Help Wanted Ads	99.00
Campgrounds		Department Total = 565.26
UNAVAILABLE		
MidAmerican Energy Company	Electric Service Jan/Feb 2015	879.41
UNAVAILABLE		Department Total = 879.41
Community Ed		
Community Education Dept	3rd Quarter FY2015 Reimbursement	18,741.34
Storm Lake Comm Schools	Community Ed Director Ads	223.54
Community Ed		Department Total = 18,964.88
Shelter House		
Biitner Larry	Open Shelter Refund	50.00
MidAmerican Energy Company	Electric Service Jan/Feb 2015	178.33
Shelter House		Department Total = 228.33
UNAVAILABLE		
American Concrete Inc	Concrete	46.06
Storm Lake Times The	Publications	27.20
Storm Lake Times The	Publications	22.80
UNAVAILABLE		Department Total = 96.06
Dohrman Trust		
Century Business Products,Inc	Copier Maintenance Agreement (Partial)	15.00
Dohrman Trust		Department Total = 15.00
Economic Develop		
City of Storm Lake	Health Ins Allocations Apr2015	925.44
Evertex Inc	Phone Service- April 2015	23.76
Principal Life Ins Co	Insurance Premium April 2015	60.77
RDG IA Inc	Professional Services through 2/28/2015	3,884.67
Wilson Michael A	Ragbrai Meeting- Des Moines- Wilson	279.85
Economic Develop		Department Total = 5,174.49
Storm Lake Sub-Division #5		
Bolton & Menk, Inc	Construction Admin through 3/17/2015	80.00
Storm Lake Sub-Division #5		Department Total = 80.00
Dredging		
City of Storm Lake	Health Ins Allocations Apr2015	138.95
Lake Improvement Commission	3rd Qtr Hotel/Motel Tax Share	12,117.86
Principal Life Ins Co	Insurance Premium April 2015	8.55

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

Checks for Approval Report

From: 03/17/15 To 04/06/15
User: tyler.gibbins

Dredging		Department Total =	12,265.36
Convention/Visitor's Bureau			
Storm Lake United	3rd Quarter FY 2015 Hotel/Motel Tax Share		36,353.59
Convention/Visitor's Bureau		Department Total =	36,353.59
Mayor, Council, Manager			
City of Storm Lake	Health Ins Allocations Apr2015		22.07
Principal Life Ins Co	Insurance Premium April 2015		49.08
Mayor, Council, Manager		Department Total =	71.15
Policy & Administration			
City of Storm Lake	Health Ins Allocations Apr2015		1,370.18
Principal Life Ins Co	Insurance Premium April 2015		106.44
Policy & Administration		Department Total =	1,476.62
City Hall Building			
Automatic Door Group	Front Door Repairs		257.00
Evertex Inc	Phone Service- April 2015		3.68
MidAmerican Energy Company	Electric Service Jan/Feb 2015		355.18
Rohr Manufacturing Services, Ltd	Annual Fire Extinguisher Inspection		32.00
Schumacher Elevator Company	Elevator Maintenance		187.77
Steve's Window Svc	Window Cleaning Service 3/15/2015		37.00
City Hall Building		Department Total =	872.63
Tort Liability			
Stille Pierce & Pertzborn	Add 2015 Chevy Impala		21.00
Tort Liability		Department Total =	21.00
Other Policy & Administration			
Genesys Conferencing	Conference Call		21.09
Genesys Conferencing	Energy Program Conference Call		68.91
Genesys Conferencing	Conference Call		27.32
Iowa Office Supply Inc	Copier Maintenance Agreement		16.13
Iowa Office Supply Inc	Office Supplies		20.94
King's Pointe Resort	Legislative Breakfast Expense		78.20
Patrick James H	IMMI Conference- Iowa City- Patrick		95.82
Purchase Power	Postage Mar 27, 2015		172.14
Qualified Presort Service, LLC	City Tidbits		202.76
Storm Lake Cemetery Association	Branching Out Grant		9,737.00
Storm Lake Times The	Publications		58.57
Storm Lake Times The	Publications		34.80
Storm Lake Times The	Publications		35.38
Storm Lake Times The	Publications		13.20
Storm Lake Times The	Publications		27.84
Storm Lake Times The	Publications		45.20
Wal Mart #01-1526	Supplies		24.91

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

Checks for Approval Report

From: 03/17/15 To 04/06/15
User: tyler.gibbins

Wal Mart #01-1526	Supplies	25.09
Yarosevich Justin W	NW IA Housing Meeting- Sheldon- Yarosevich	28.36

Other Policy & Administration

Department Total = 10,733.66

Water Administration

Bolton & Menk, Inc	Water Quality Initiative Prelim Design	5,000.00
City of Storm Lake	Health Ins Allocations Apr2015	2,882.28
Evertex Inc	Phone Service- April 2015	3.43
Iowa Office Supply Inc	Copier Maintenance Agreement	16.13
Iowa Office Supply Inc	Office Supplies	20.93
Patrick James H	IMMI Conference- Iowa City- Patrick	95.82
Principal Life Ins Co	Insurance Premium April 2015	223.78
Purchase Power	Postage Mar 27, 2015	2.97
Qualified Presort Service, LLC	ACH Statements	92.05
Qualified Presort Service, LLC	Monthly Statements	397.12
Qualified Presort Service, LLC	Past Due Statements	72.27
Springbrook Software, Inc	February 2015 Online UB	125.25
Yarosevich Justin W	NW IA Housing Meeting- Sheldon- Yarosevich	28.37

Department Total = 8,960.40

Water Plant

Bolton & Menk, Inc	Professional Services through 2/13/2015	3,407.50
Bomgaars Supply, Inc	Cabinet	80.00
Bomgaars Supply, Inc	Cabinet	119.99
Bomgaars Supply, Inc	Rope, Flashlight, Batteries	105.95
Bomgaars Supply, Inc	Hoses, Hard Truck, Shovels, Cords	384.95
Bomgaars Supply, Inc	Recarb Room Compressor	159.99
Bomgaars Supply, Inc	Couplings	2.25
City of Storm Lake	Health Ins Allocations Apr2015	4,550.04
Evertex Inc	Phone Service- April 2015	118.80
Fastenal Company	Band-aids	10.65
Fastenal Company	Work Lights	68.24
Fastenal Company	Goggles, Face Shields, Towels	299.60
Fastenal Company	Rack/Bins	675.14
Fastenal Company	Cart, Gloves, Tape	260.49
Fastenal Company	Drill Set & Knife & Earmuffs	187.42
Fastenal Company	Batteries, Goggles, Gloves	49.34
Grundman Hicks Const Co LLC	Pay Estimate #8 of Lime Storage Building Impr	93,516.79
Hach Chemical Company	Fluoride Analyzer	8,891.79
Hach Chemical Company	CL 17	1,080.00
Hawkins, Inc	Hypo	2,435.40
Hawkins, Inc	Fluoride	1,334.12
Hawkins, Inc	Fluoride Freight	27.50
Hawkins, Inc	Sodium Aluminate	1,241.75
Hawkins, Inc	Sodium Aluminate Freight	25.00
Iowa Office Supply Inc	Copier Maintenance Agreement	13.24
MidAmerican Energy Company	Electric Service Jan/Feb 2015	14,664.20
Mississippi Lime Company	Lime	4,700.60
Mississippi Lime Company	Lime	4,850.70
Mississippi Lime Company	Lime	4,510.60
Mississippi Lime Company	Lime	4,791.80
PraxAir inc	Carbon Dioxide	683.73
Principal Life Ins Co	Insurance Premium April 2015	423.29
ProElect/Professional Electronics	Handset	39.95
ProElect/Professional Electronics	Water Plant Voice Mail	695.00

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

Checks for Approval Report

From: 03/17/15 To 04/06/15
User: tyler.gibbins

Rent-All	Lift Rental	145.00
Rohr Manufacturing Services, Ltd	Annual Fire Extinguisher Inspection	179.40
USA Blue Book	Hypo Tubing	401.18
Wal Mart #01-1526	Cleaning Supplies	110.42
Wal Mart #01-1526	Frames, Pens, Paper	22.46
Wede's Lock Service Joe	Padlocks (12)	108.90

Water Plant	Department Total =	155,373.17
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Water Distribution

Aurelia Lumber Company Inc	Cabnets	1,916.35
Aurelia Lumber Company Inc	Trim & Casing	506.81
Aurelia Lumber Company Inc	Supplies Returned	-2,156.10
Aurelia Lumber Company Inc	Doors, Locks, Shimms	845.77
Aurelia Lumber Company Inc	Sheetrock	71.36
Aurelia Lumber Company Inc	Joint Compound	59.00
Aurelia Lumber Company Inc	Drywall Compound	76.00
Aurelia Lumber Company Inc	Drywall	724.09
Aurelia Lumber Company Inc	Sheet Rock	103.04
Aurelia Lumber Company Inc	Clip Board	204.80
Aurelia Lumber Company Inc	Building Materials	176.64
Aurelia Lumber Company Inc	OSB 2x4	96.60
Aurelia Lumber Company Inc	OSB J Trim	25.73
Aurelia Lumber Company Inc	Joint Compound	59.00
Aurelia Lumber Company Inc	Returned Items	-185.36
Bolton & Menk, Inc	Design Services through 3/17/2015	9,993.00
Bomgaars Supply, Inc	Bucket, Mop	92.98
Bomgaars Supply, Inc	Surface Receptacle	13.99
Bomgaars Supply, Inc	Paint, Scrapers, Rods	48.22
Bomgaars Supply, Inc	Receptacle, Plugs, Connectors	43.95
Bomgaars Supply, Inc	Floor Paint	259.52
Bomgaars Supply, Inc	Floor Paint	76.99
Bomgaars Supply, Inc	Paint Supplies	9.17
Bomgaars Supply, Inc	Wall Plates, Cords, Outlets	53.95
City of Storm Lake	Health Ins Allocations Apr2015	1,574.33
Evertex Inc	New Phone (1)	450.00
Evertex Inc	Phone Service- April 2015	47.52
Ferguson Enterprises Inc	Fittings	64.27
Ferguson Enterprises Inc	Fittings	32.62
KB Contracting LLC	Sheetrock Office & Building Stairs	5,450.00
Keenan Plumbing/Heating	Heating/Air	12,505.67
McCrea Enterprises	Paint	303.40
MidAmerican Energy Company	Electric Service Jan/Feb 2015	75.47
Olthoff Michael	Painting	1,900.00
Principal Life Ins Co	Insurance Premium April 2015	163.88
ProBuild	Drywall Mud	64.76
ProBuild	Screws	22.99
Rebnord Technologies Inc	IT Services	1,656.45
Rebnord Technologies Inc	IT Services	1,464.70
Storm Lake Times The	Publications	24.60
Underground Location Company	Locates	7.25

Water Distribution	Department Total =	38,923.41
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Water Meters

Brown Supply Company	Gasket- Tyson Meter	82.35
City of Storm Lake	Health Ins Allocations Apr2015	1,901.25

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

Checks for Approval Report

From: 03/17/15 To 04/06/15
User: tyler.gibbins

Evertex Inc	Phone Service- April 2015	23.76
Municipal Supply, Inc.	BVRMC Meter	1,638.85
Municipal Supply, Inc.	GPS Receiver for Handheld	755.96
Municipal Supply, Inc.	2" Meter- BVRMC Sub-Meter	1,654.85
Principal Life Ins Co	Insurance Premium April 2015	59.71

Water Meters

Department Total = 6,116.73

Wastewater Administration

Bolton & Menk, Inc	HMG Potential Funding Projects	960.00
City of Storm Lake	Health Ins Allocations Apr2015	2,873.10
Evertex Inc	Phone Service- April 2015	3.43
Iowa Office Supply Inc	Copier Maintenance Agreement	16.13
Iowa Office Supply Inc	Office Supplies	20.93
Patrick James H	IMMI Conference- Iowa City- Patrick	95.82
Principal Life Ins Co	Insurance Premium April 2015	222.45
Purchase Power	Postage Mar 27, 2015	2.97
Qualified Presort Service, LLC	ACH Statements	92.05
Qualified Presort Service, LLC	Past Due Statements	72.27
Qualified Presort Service, LLC	Monthly Statements	397.13
Springbrook Software, Inc	February 2015 Online UB	125.25
Yarosevich Justin W	NW IA Housing Meeting- Sheldon- Yarosevich	28.37

Wastewater Administration

Department Total = 4,909.90

Wastewater Treatment Plant

Aurelia Lumber Company Inc	Titebond	14.97
Bomgaars Supply, Inc	Supplies	21.54
Bomgaars Supply, Inc	Hoses, Clamps, Adapters	75.47
Bomgaars Supply, Inc	Cap, Plug	6.98
Bomgaars Supply, Inc	Caps	7.98
Bomgaars Supply, Inc	Light & Connectors	66.47
Bomgaars Supply, Inc	Snow Pads	139.98
Bomgaars Supply, Inc	Clamp, Nozzle, Coupling	41.89
Bomgaars Supply, Inc	Adapter	3.79
Bomgaars Supply, Inc	Plug	3.99
Century Link	Phone Services	204.52
City of Storm Lake	Health Ins Allocations Apr2015	4,534.16
Crescent Electric Supply Co	Fuses	36.41
Electric Pump Inc	Service Call	1,715.60
Electric Pump Inc	Cable Kit	165.88
Evertex Inc	Phone Service- April 2015	121.32
Evertex Inc	New Phone (3)	1,350.00
Foundation Analytical Laboratory Inc	Testing	426.00
Foundation Analytical Laboratory Inc	Testing	780.00
Healthworks	Physical Reiman	408.00
Jacobsen Ronald	Fuel Purchase Reimbursement	16.83
Magney Construction Inc	Dry Pump Room Repairs through November 14, 2014	10,232.45
MidAmerican Energy Company	Electric Service Jan/Feb 2015	10,475.08
NCL of Wisconsin Inc	Supplies	253.42
NCL of Wisconsin Inc	BOD Incubator	4,071.24
Principal Life Ins Co	Insurance Premium April 2015	502.37
Recycle Center Harold Rowley	Disposal Services	18.40
Recycle Center Harold Rowley	Disposal Services	17.94
Recycle Center Harold Rowley	Disposal Services	37.40
Recycle Center Harold Rowley	Disposal Services	28.52
Recycle Center Harold Rowley	Disposal Services	26.95

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

Checks for Approval Report

From: 03/17/15 To 04/06/15
User: tyler.gibbins

Recycle Center Harold Rowley	Disposal Services	17.94
Rohr Manufacturing Services, Ltd	Annual Fire Extinguisher Inspection	232.40
US Peroxide, LLC	Maintenance Service	750.00
US Peroxide, LLC	Maintenance Service	750.00
Wal Mart #01-1526	Blades	15.94

Wastewater Treatment Plant	Department Total =	37,571.83
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Wastewater Collection

Bomgaars Supply, Inc	Rubber Boots	279.98
Bomgaars Supply, Inc	Paint, Sockets, Plugs	50.14
Bomgaars Supply, Inc	Hoses, Adapters	109.96
City of Storm Lake	Health Ins Allocations Apr2015	1,910.52
Howe Sanitation Inc	Jet/Vac Lines 12/11 and 12/12/2014	3,375.00
Principal Life Ins Co	Insurance Premium April 2015	164.74
Sandusky Michael	Crop Damage- Riley Property	2,000.00
Storm Lake Hydraulics Co Inc	Hose Ends, Caps	58.62
Underground Location Company	Locates	7.25
Veenstra & Kimm, Inc	Construction Staking through 3/21/2015	457.93
Veenstra & Kimm, Inc	Construction Staking through 3/21/2015	61.06
Veenstra & Kimm, Inc	Construction Staking through 3/21/2015	91.59
Veenstra & Kimm, Inc	Construction Admin through 3/21/2015	562.50
Veenstra & Kimm, Inc	Construction Admin through 3/21/2015	375.00
Veenstra & Kimm, Inc	Construction Admin through 3/21/2015	2,812.50
Veenstra & Kimm, Inc	Land Purchase Services through 3/21/2015	398.62
Veenstra & Kimm, Inc	Land Purchase Services through 3/21/2015	53.15
Veenstra & Kimm, Inc	Land Purchase Services through 3/21/2015	79.73

Wastewater Collection	Department Total =	12,848.29
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Landfill

City of Storm Lake	Health Ins Allocations Apr2015	449.36
Color-ize Inc	Appliance Stickers	629.35
Iowa Office Supply Inc	Copier Maintenance Agreement	16.13
Principal Life Ins Co	Insurance Premium April 2015	20.51
Purchase Power	Postage Mar 27, 2015	1.49
Qualified Presort Service, LLC	Monthly Statements	397.13
Qualified Presort Service, LLC	Past Due Statements	72.26
Qualified Presort Service, LLC	ACH Statements	92.05
Recycle Center Harold Rowley	Light Bulb Disposal	113.00
Springbrook Software, Inc	February 2015 Online UB	125.25

Landfill	Department Total =	1,916.53
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Storm Water Administration

Bolton & Menk, Inc	HMG Potential Funding Projects	960.00
City of Storm Lake	Health Ins Allocations Apr2015	721.85
Iowa Dept of Natural Resources	MS4 Storm Water Permit for 2015	1,250.00
Iowa Office Supply Inc	Copier Maintenance Agreement	16.13
Principal Life Ins Co	Insurance Premium April 2015	28.73
Qualified Presort Service, LLC	Monthly Statements	397.13
Qualified Presort Service, LLC	Past Due Statements	72.27
Qualified Presort Service, LLC	Final Bills	2.35
Qualified Presort Service, LLC	Final Bills	2.42
Qualified Presort Service, LLC	ACH Statements	92.05
Springbrook Software, Inc	February 2015 Online UB	125.25

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

Checks for Approval Report

From: 03/17/15 To 04/06/15
User: tyler.gibbins

Wal Mart #01-1526	SW Education Supplies	10.97
Wal Mart #01-1526	SW Education Supplies	29.42

Storm Water Administration

Department Total = 3,708.57

Storm Water Collection

Bolton & Menk, Inc	Final Design/Bidding through 3/17/2015	818.00
City of Storm Lake	Health Ins Allocations Apr2015	450.77
Havens & Havens Trust Acct	Purchase of American Property in Storm Lake	35,000.00
Principal Life Ins Co	Insurance Premium April 2015	22.52

Storm Water Collection

Department Total = 36,291.29

Street Cleaning

City of Storm Lake	Serviced #68	102.73
City of Storm Lake	Replaced Pressure Sending Unit & Repaired Nozzle D	214.32
City of Storm Lake	Health Ins Allocations Apr2015	450.21
Old Dominion Brush Co	Brooms & Brushes	1,207.26

Street Cleaning

Department Total = 1,974.52

Insurance

Auxiant - Claims Account	3/23/2015 Claims	6,863.96
Auxiant - Claims Account	3/30/2015 Claims Account	13,460.68
Auxiant - Claims Account	3/16/2015 Claims	1,909.79
Auxiant - Fixed Account	April 2015 Insurance Premium	18,354.45
Auxiant - Flex Account	3/11/2015 Flex Claims	4,072.17
Auxiant - Flex Account	3/25/2015 Flex Claims	469.59
Auxiant - Flex Account	3/18/2015 Flex Claims	360.77

Insurance

Department Total = 45,491.41

Vehicle Maintenance

Fastenal Company	Supplies	79.38
Grainger Inc W.W.	Flexible Cyl	161.45
North Lake Truck Repair	Heater in Tank	179.95
Reinert Michael P	Supplies	16.00
Reinert Michael P	Iron	55.10
Reinert Michael P	Supplies	6.50
Reinert Michael P	Steel Metal	17.50

Vehicle Maintenance

Department Total = 515.88

Technology

Bolton & Menk, Inc	Pre-Grant Services through 3/19/2015	472.50
Rebnord Technologies Inc	2 Factor Auth	375.00
Rebnord Technologies Inc	My AntiSpam	75.00
Rebnord Technologies Inc	IT Services Agreements	3,550.00
Rebnord Technologies Inc	Microsoft Surface Pro 3 Tablets	2,548.70

Technology

Department Total = 7,021.20

Grand Total = 693,377.29

King's Pointe Resort
Disbursements 3/11/2015 through 3/31/2015

Vendor Name	Description	Amount
ACCO (2)	supplies	2,112.95
Ace Hardware Inc. (2)	supplies	9.00
American Hotel Register Co.	supplies	209.72
Ameripride Services (3)	supplies	1,696.47
Ameri-Tech Industrial Inc.	supplies	94.26
Arnold Motor Supply	supplies	11.02
ASCAP	royalties	18.26
Buena Vista Stationery (2)	supplies	222.02
Capital Sanitary Supply Co. (2)	supplies	1,035.47
Cedar Valley Bank & Trust	payment	1,056.86
Citadel Communications Co. - KCAU	advertising	1,300.00
Color-ize (2)	supplies	1,799.60
Commlog	supplies	50.31
Comm 1st Broadcasting - KKIA/KAYL	advertising	550.00
Convergence LLC	supplies	75.00
Copyworks - Coralville	supplies	62.95
Copper Cottage (2)	repairs	5,130.40
Crescent Electric Supply Co. (2)	supplies	462.25
Ecolab Center	supplies	1,031.96
Expedia Inc.	commission	347.49
Ferguson Enterprises, Inc.	supplies	94.65
Fire Proof Plus Inc.	inspection	431.00
Garbage Hauling Service	garbage service	456.50
Pitney Bowes Global Financial	postage	151.98
Grainger	supplies	306.93
Graphic Edge Inc.	supplies	707.85
HD Supply Facilities Maint. (2)	supplies	157.91
Hotel Systems Pro	supplies	3,700.00
Hy-Vee Food Stores (3)	food	715.44
The Icee Company	supplies	71.48
Midamerican Energy Company	utilities	9,444.83
Iowa Office Supply (2)	supplies	919.57
Iowa Information Inc.	supplies	4.50
Julius Cleaners	mat cleaning	15.10
KDSN AM/FM	advertising	196.00
Kineth Hotel Corporation (2)	payroll	127,850.10
Knology Inc DBA WOW Cable	cable, phone	2,671.71
Lancelot Laser Tag	admission	2,500.00
McCrea Enterprises/Vista Paints	supplies	105.30
Media USA Advertising Inc.	advertising	680.00
Melanders Appliances	TV's	42,900.00
Brian Oakleaf	reimbursement	416.00
Olsen Welding & Machine Shop	supplies	250.00
Orkin Exterminating Inc.	pest control	209.05
Pepsi-Cola Bottling Co (3)	beverages	2,884.23
Pilot Tribune	advertising	134.24
Probuild Company	supplies	360.36
Rebnord Technologies Inc.	tech support	2,258.33
Red Book Solutions	supplies	50.11
Rent-All Inc.	rentals	285.00
Continuum Retail Energy Service (2)	utilities	15,264.22
Shoes for Crews (2)	supplies	500.68
Star Promotions	supplies	137.30
Storm Lake Hydraulics Co. Inc.	supplies	2,891.28
The Storm Lake Times (2)	advertising	524.70

Storm Lake Chamber	advertising	25.00
Sysco Guest Supply LLC	supplies	1,138.42
Treasurer State of Iowa	sales tax	14,100.00
UPS (2)	shipping	123.70
US Foods (3)	food	24,420.90
Vizergy	web site maintenance	2,060.00
Al's Liquor (2)	beverages	349.05
Doll Distributing LLC (2)	beverages	765.15
Glazer's Distributors	beverages	127.20
Johnson Brothers/ Iowa Wine & Bev (2)	beverages	368.80
Misc. POA Disbursements	reimbursement	240.00
Steve's Window Service	window cleaning	80.25
Total		281,320.81

Sunrise Pointe Golf Course
Disbursements 3/11/2015 through 3/31/2015

Ace Hardware Inc.	supplies	116.33
MidAmerican Energy Company	utilities	300.85
Kineth Hotel Corporation (3)	payroll	4,719.60
Knology Inc. WOW Cable	phone, cable	106.10
Alliant Energy	utilities	665.12
Doll Distributing	beverages	61.20
Menards Lumber	supplies	398.92
Totals		6,368.12

These are Draft Minutes Subject to Final Council Approval

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, MARCH 16, 2015, 5:00 P.M.

Present: Mayor Jon Kruse, Council Members, Sara Huddleston, Mike Porsch, Bruce Engelmann and David Walker. Absent: Dan Anderson. Staff present: City Manager Jim Patrick, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Infrastructure Superintendent Pat Kelly, Project Manager/Community Development Director Mike Wilson, Library Director Elizabeth Huff, Water Plant Superintendent Todd Allen, Wastewater Superintendent Ron Jacobsen, Finance Department Manager Jennifer Movall, and Justin Yarosevich City Clerk.

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

Hear the Public – None

Consent Agenda – Moved by Council Member Walker to approve the consent agenda which checks #48527 through #48619, minutes from the March 2, 2015 council meeting, liquor license renewals for Sunrise Pointe Golf Course and King's Pointe Resort (subject to dram shop insurance). Seconded by Council Member Porsch. Vote: All ayes with Council Member Anderson absent. Motion carried.

Iowa Lakes Corridor – Kiley Miller from the Iowa Lakes Corridor Corporation was here to give a quarterly update to the Council. They are offering a Business Training Program which is the first time it's been offered outside of Dayton Ohio for business owners from \$1,000,000 up to \$20,000,000. Cost is \$1,800 if anyone knows of someone who would be interested they can contact the Corridor.

HWY 7 Water Main Project – Mayor Kruse opened the public hearing on the plans, specifications, and form of contract for the HWY 7 Water Main Project stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Porsch to adopt Resolution No. 99-R-2014-2015 approving the plans, specifications, and form of contract for the HWY 7 Water Main Project. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Anderson absent. Motion carried.

RESOLUTION NO. 99-R-2014-2015

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CITY OF STORM LAKE HWY 7 WATER MAIN PROJECT

WHEREAS, the plans, specifications, form of contract and estimate of cost were filed

with the CITY for the construction of certain public improvements described in general as the Hwy 7 Water Main Project; and

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

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

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

PASSED AND APPROVED this 16th day of March 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

HWY 7 Widening Project – Moved by Council Member Walker to approve a contract with Certified Testing Services for testing services for the HWY 7 Widening Project. Cost of contract is approximately \$3,000 to \$3,500. Seconded by Council Member Porsch. Vote: All ayes with Council Member Anderson absent. Motion carried.

Howard Road – Moved by Council Member Huddleston to adopt Resolution No. 100-R-2014-2015 approving the bid from Smith Concrete Services for the Howard Road Paving Project. Bid amount is \$166,319.85. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Anderson absent. Motion carried.

RESOLUTION NO. 100-R-2014-2015

RESOLUTION ACCEPTING AND AWARING BID FOR THE CITY OF STORM LAKE HOWARD ROAD PAVING PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the City of Storm Lake Howard Road Paving Project, described in the plans and specifications heretofore adopted by this Council on March 2, 2015 be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Smith Concrete Service, Inc., Storm Lake, Iowa
Amount of bid:	\$166,319.85
Portion of bid:	All

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

PASSED AND APPROVED this 16th day of March, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Sidewalk Assessments – Moved by Council Member Walker to adopt Resolution No. 101-R-2014-2015 certifying a special tax against certain properties for sidewalk repairs. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Anderson absent. Motion carried.

RESOLUTION NO. 101-R-2014-2015

A RESOLUTION PURSUANT TO SECTION 10-1-5 OF THE CITY CODE OF STORM LAKE, IOWA CERTIFYING A SPECIAL TAX AGAINST CERTAIN PROPERTIES WITHIN THE CITY LIMITS OF THE CITY OF STORM LAKE, IOWA FOR SIDEWALK REPAIR

WHEREAS, pursuant to Section 364.12(2)(c) of the Iowa Code and Section 10-1-7 of the City Code, owners of lots and lands have a duty to keep in repair all sidewalks in front of or abutting any property owned by them;

WHEREAS, pursuant to Section 10-1-8 of the City Code, in the spring of 2014, the City of Storm Lake gave notice to certain property owners of repairs required to sidewalks abutting the owners' properties as a part of the City's sidewalk inspection program;

WHEREAS, some property owners failed to repair the sidewalks for which they are responsible within the sixty day period allowed by Section 10-1-9 of the City Code and allowed by the terms of the notice given the owners by the City;

WHEREAS, pursuant to Section 10-1-10 of the City Code, the City Manager caused to be repaired the sidewalks of those property owners who failed to have repaired the sidewalks for which they are responsible;

WHEREAS, pursuant to Section 364.12 of the Code of Iowa and Sections 10-1-10, 10-1-3, 10-1-4, and 10-1-5 of the City Code, the City's cost of repairing such sidewalks may be assessed against the property owners who failed to have repaired the sidewalks for which they are responsible and against the real estate they own abutting those sidewalks;

WHEREAS, on September 15, 2014, the City of Storm Lake gave notice of assessments to the property owners who failed to have repaired the sidewalks for which they are responsible;

WHEREAS, no property owner appealed the notice requiring the property owner to repair or replace sidewalk abutting the owner's property and no property owner, except Larry Wells, appealed the notice of assessment in accordance with the provisions Section 10-1-11 of the City Code or the terms of the notice of assessment;

WHEREAS, Larry Well's appeal of the assessment against him and his property was heard by the City Council January 19, 2015, following notice of the hearing mailed to him December 29, 2014;

WHEREAS, although Larry Wells personally appeared at the January 19, 2015 hearing and presented his argument opposing the assessment, the City Council voted unanimously to affirm the assessment of \$318.00 (\$288.00 for sidewalk repairs plus a \$30.00 administrative fee) against Larry Wells and his property;

WHEREAS, each property owner identified below is one of the property owners failing to repair the sidewalk for which they were responsible and each real estate parcel described opposite the owner's name is a parcel abutting a sidewalk for which the owner was responsible and which the City caused to be repaired when the owner failed to repair the sidewalk;

WHEREAS, each such property owner as well as the real estate parcel described opposite the owner's name should be assessed the cost for such sidewalk repair, administrative costs associated therewith, and interest thereon as provided by Sections 10-1-10 and 10-1-5 of the City Code; and

WHEREAS, this Resolution shall be introduced at the City Council's regular meeting March 2, 2015, and acted upon at its regular meeting March 16, 2015, to satisfy the requirements of Section 10-1-5 of the City Code.

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

1. Pursuant to Section 364.12 of the Code of Iowa and Sections 10-1-10, 10-1-3, 10-1-4, and 10-1-5 of the City Code of the City of Storm Lake, Iowa, each property owner whose name appears in the chart below and the real estate parcel described opposite the property owner's name are assessed a special tax shown opposite the

property owner's name for the cost of the repair to the sidewalk abutting such property, the administrative cost associated therewith, and interest at the rate of 4% per annum on such tax and costs accruing from and after the date of this Resolution.

Name(s) of Property Owner(s)	Street Address of Assessed Property in Storm Lake, Iowa	Parcel Number of Assessed Property	Total Amount of Special Tax Assessed (including cost of sidewalk repair and \$30.00 administrative cost)
Roderick Alderton and Janice Alderton	900 E. 1 st Street	1402352001	\$534.00 plus 4% per annum interest
Larry Wells	307 E. 6 th Street	1403206015	\$318.00 plus 4% per annum interest
Javier Valasquez and Rosa Valasquez	115 E. 7 th Street	1403201005	\$426.00 plus 4% per annum interest
Buena Vista Abstract & Mortgage Company	716 Russell Street	1403231011	\$696.00 plus 4% per annum interest

2. Pursuant to Section 10-1-10 of the City Code, each of the property owners identified above may pay the assessment over a two-year period.

3. Pursuant to Section 10-1-5 of the City Code, the total amount of the Special Tax, including the cost of sidewalk repair, the administrative cost, and the interest thereon, shall be a lien against the parcel assessed until paid.

4. The above-described Special Taxes are hereby certified to the Auditor of Buena Vista County, Iowa for collection along with other City of Storm Lake, Iowa taxes.

Passed and approved this 16th day of March, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Refunding Capital Loan Notes – Moved by Council Member Walker to adopt Resolution No. 102-R-2014-2015 setting Monday, April 6, 2015 for a public hearing on not to exceed \$4,000,000 General Obligation Urban Renewal Refunding Capital Loan Notes. Seconded by Council Member Porsch. Vote: All ayes with Council Member Anderson. Motion carried.

RESOLUTION NO. 102-R-2014-2015

RESOLUTION FIXING DATE FOR A MEETING ON
THE AUTHORIZATION OF A LOAN AGREEMENT
AND THE ISSUANCE OF NOT TO EXCEED \$4,000,000
GENERAL OBLIGATION URBAN RENEWAL
REFUNDING CAPITAL LOAN NOTES OF THE CITY
OF STORM LAKE, STATE OF IOWA (FOR
ESSENTIAL CORPORATE URBAN RENEWAL
PURPOSES), AND PROVIDING FOR PUBLICATION
OF NOTICE THEREOF

WHEREAS, by Resolution No. 33-R-91-92, adopted September 16, 1991, amended by Resolution No. 25-R-2004-2005, adopted October 18, 2004, amended by Resolution No. 07-R-2010-2011, adopted July 19, 2010, amended by Resolution No. 36-R-2013-2014, adopted November 18, 2013, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Storm Lake Industrial Park Urban Renewal Plan (the "Plan") for the Storm Lake Industrial Park Urban Renewal Plan Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Buena Vista County; and

WHEREAS, it is deemed necessary and advisable that the City of Storm Lake, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Urban Renewal Refunding Capital Loan Notes, to the amount of not to exceed \$4,000,000, as authorized by Sections 384.24A, 384.25 and 403.12, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate urban renewal purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Urban Renewal Refunding Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action; and

WHEREAS, before notes may be issued, it is necessary to comply with the procedural requirements of Chapters 384 and 403 of the Code of Iowa, and to publish a notice of the proposal to issue such notes and the right to petition for an election.

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

That this Council meet in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 5:00 P.M., on the 6th day of April, 2015, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$4,000,000 General Obligation Urban Renewal Refunding Capital Loan Notes, for essential corporate urban renewal purposes, the proceeds of which notes will be used to provide funds to pay the costs of refunding existing City indebtedness, including the Annual Appropriation Urban Renewal General Obligation Bonds, Series 2006.

To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Division III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Urban Renewal Refunding Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$4,000,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

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

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

(To be published on or before: March 24th)

NOTICE OF MEETING OF THE CITY COUNCIL OF
THE CITY OF STORM LAKE, STATE OF IOWA, ON
THE MATTER OF THE PROPOSED AUTHORIZATION
OF A LOAN AGREEMENT AND THE ISSUANCE OF
NOT TO EXCEED \$4,000,000 GENERAL OBLIGATION
URBAN RENEWAL REFUNDING CAPITAL LOAN
NOTES OF THE CITY (FOR ESSENTIAL CORPORATE
URBAN RENEWAL PURPOSES), AND THE HEARING
ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Storm Lake, State of Iowa, will hold a public hearing on the 6th day of April, 2015, at 5:00 P.M.,

in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$4,000,000 General Obligation Urban Renewal Refunding Capital Loan Notes, for essential corporate urban renewal purposes, to provide funds to pay the costs of refunding existing City indebtedness, including the Annual Appropriation Urban Renewal General Obligation Bonds, Series 2006. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 384.24(3)(q), 384.24A, 384.25 and 403.12 of the Code of Iowa.

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

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Chapters 384 and 403 of the Code of Iowa.

Dated this 16th day of March, 2015.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

PASSED AND APPROVED this 16th day of March, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Budget Amendment – Mayor Kruse opened the public hearing for the FY 2014-2015 Budget Amendment stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Engelmann to adopt Resolution No. 103-R-2014-2015 adopting the FY 2014-2015 Budget Amendment. Seconded by Council Member Porsch. Vote: All ayes with Council Member Anderson absent. Motion carried.

RESOLUTION NO. 103-R-2014-2015

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2015

Be it Resolved by the Council of the City of Storm Lake:

Section 1. Following notice published March 4, 2015 and the public hearing held, March 16, 2015 the current budget is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,698,697	0	3,698,697
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	3,698,697	0	3,698,697
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	677,061	0	677,061
Other City Taxes	6	1,506,198	0	1,506,198
Licenses & Permits	7	581,200	0	581,200
Use of Money and Property	8	152,018	0	152,018
Intergovernmental	9	7,538,918	0	7,538,918
Charges for Services	10	12,419,223	0	12,419,223
Special Assessments	11	0	0	0
Miscellaneous	12	905,800	320,050	1,225,850
Other Financing Sources	13	7,194,472	4,331,736	11,526,208
Total Revenues and Other Sources	14	34,673,587	4,651,786	39,325,373
Expenditures & Other Financing Uses				
Public Safety	15	2,864,993	0	2,864,993
Public Works	16	1,268,025	0	1,268,025
Health and Social Services	17	10,500	0	10,500
Culture and Recreation	18	1,679,413	0	1,679,413
Community and Economic Development	19	633,611	507,000	1,140,611
General Government	20	423,308	0	423,308
Debt Service	21	1,979,462	0	1,979,462
Capital Projects	22	2,229,380	0	2,229,380
Total Government Activities Expenditures	23	11,088,692	507,000	11,595,692

Business Type / Enterprises	24	18,864,227	0	18,864,227
Total Gov Activities & Business Expenditures	25	29,952,919	507,000	30,459,919
Transfers Out	26	6,592,444	4,331,736	10,924,180
Total Expenditures/Transfers Out	27	36,545,363	4,838,736	41,384,099
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-1,871,776	-186,950	-2,058,726
Beginning Fund Balance July 1	29	15,178,698	0	15,178,698
Ending Fund Balance June 30	30	13,306,922	-186,950	13,119,972

NOW THEREFORE be it resolved by the City Council of the City of Storm Lake, Iowa, to approve the above said budget amendment for the 2014-2015 Fiscal Year.

PASSED AND APPROVED this 16th day of March, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

BV County Community Foundation Grant Fiscal Agent – Moved by Council Member Porsch to approve the City being the Fiscal Sponsor for Santa’s Castle for an application to the Buena Vista County Community Foundation Spring 2015 Grant Cycle. Seconded by Council Member Walker. Vote: All ayes with Council Member Anderson absent. Motion carried.

Housing Rehabilitation Project – Moved by Council Member Engelmann to adopt Resolution No. 104-R-2014-2015 approving change order #1 to the Housing Rehabilitation Project #2014-2. Total cost of change order is an addition of \$525.00. Total contract cost after change order is \$25,496.91. Seconded by Council Member Porsch. Vote: All ayes with Council Member Anderson absent. Motion carried.

RESOLUTION NO. 104-R-2014-2015

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

To approve Change Order #1 to the contract with K & M Construction for the Housing Rehabilitation Project #2014-2 with the following changes:

- An addition of \$525.00 for owner requested change of siding color. Owner deposited \$525.00 with City.

Total cost of change order #1 is an addition of \$525.00 to the contract. Total contract cost after change order #1 is \$25,496.91.

PASSED AND APPROVED this 16th day of March 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Property Purchase Agreement – Moved by Council Member Walker to approve a purchase agreement with OMG Midwest, Inc. D/B/A American Concrete Products for 2.66 acres of property for the Expansion Storm Water Project. Purchase price of \$35,000. Seconded by Council Member Porsch. Vote: All ayes with Council Member Anderson absent. Motion carried.

FEMA Project – Moved by Council Member Engelmann to adopt Resolution 105-R-2014-2015 setting Monday, April 6, 2015 for a public hearing on the intent to acquire property for sanitary sewer improvements and authorize acquisition for the necessary property interests thereof from various property owners for the Sanitary Sewer Mitigation Project by gift, negotiation, or eminent domain. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Anderson absent. Motion carried.

RESOLUTION 105-R-2014-2015

RESOLUTION SETTING HEARING ON THE INTENT TO ACQUIRE PROPERTY FOR SANITARY SEWER IMPROVEMENTS AND AUTHORIZE ACQUISITION OF THE NECESSARY PROPERTY INTERESTS THEREOF FROM VARIOUS PROPERTY OWNERS FOR THE SANITARY SEWER MITIGATION PROJECT BY GIFT, NEGOTIATION, OR EMINENT DOMAIN

WHEREAS, under the provisions of 6B.2D of the Iowa Code, the acquiring agency is required to give notice of a proposed resolution, motion, or other document authorizing acquisition of property by eminent domain to each property owner, contract purchaser of record and any tenant known to be occupying the property prior to the date of the meeting at which such proposed authorization will be considered; and

WHEREAS, a plat has been prepared which shows this proposed improvement and

identifies the proposed properties with any potential for any form of property acquisition activity; i.e. temporary construction easements, permanent easements, and fee simple interests; and

WHEREAS, in accordance with Section 6B.2D of the Code of Iowa before the City Council can proceed with said project, the City Council must:

- (a) Hold a public hearing, giving persons interested in the proposed project the opportunity to present their views and objections regarding the proposed acquisition of property for the project by gift, negotiation or eminent domain.
- (b) Adopt a resolution to authorize acquisition of private property for the project by eminent domain.
- (c) Mail notices as required by Iowa Code Section 6B.2D to all property owners, contract purchasers of record, and any known tenants with any potential for any form of property acquisition activity for this project.

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

- 1. That a public hearing shall be held on April 6, 2015, at 5:00P.M. in the City Council Chambers of the Storm Lake City Hall. At that time the City Council will consider the above-described proposal and any other(s) submitted prior to or during the public hearing.
- 2. That the City Clerk is hereby instructed to cause notice to be mailed as required by law of the pendency of this resolution and of the time and place of the hearing at which persons interested in the proposed project may present their views and objections regarding the acquisition of private property for the project by gift, negotiation or eminent domain, said Notice of Intent to be in substantially the attached form.

PASSED AND APPROVED this 16th day of March, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Lake Avenue Trail Project – Moved by Council Member Walker to adopt Resolution

No. 106-R-2014-2015 approving a contract with Smith Concrete Services, contingent upon receipt of proper documents, for the Lake Avenue Trail Project. Cost of contract \$575,434.60. Seconded by Council Member Porsch. Vote: All ayes with Council Member Porsch. Motion carried.

RESOLUTION NO. 106-R-2014-2015

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as Storm Lake 2015 Lake Avenue Trail Improvements Project and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Smith Concrete Service, Inc., Storm Lake, Iowa
Date of Contract: March 16, 2015
Bond Surety:
Date of Bond: March 16, 2015
Portion of Project: All

PASSED AND APPROVED this 16th day of March, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

FEMA Project – Contract 3 – Moved by Council Member Porsch to adopt Resolution No. 107-R-2014-2015 approving Change Order #5 to the Sanitary Sewer System Mitigation Project Contract 3 – Sanitary Sewer and Force Main – North Area an addition of \$200,032.50 to the contract. Total contract cost after Change Order #5 is \$1,568,488.00. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Anderson absent. Motion carried.

RESOLUTION NO. 107-R-2014-2015

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

To approve Change Order No. 5 to the contract with H & W Contracting, LLC. for the Sanitary Sewer System Mitigation Project Contract 3 – Sanitary Sewer and Force Main – North Area, which includes three modifications to the contract. First modification is to provide for remobilization to complete the work on 13th Street. Second modification to contract incorporates modifications in the construction of the sewer along 13th Street extending easterly to the east end of the original contract. Third modification incorporates the connection to the 13th Street Lift Station as part of Contract 3 instead of Contract 4.

Change Order Cost

1. Mobilization and remobilization to 13th Street to reflect the delay of construction from 2014 to 2015. \$25,000
2. Modify Manhole 1-8 to accommodate the new alignment. \$6,000
3. New Manhole 1-10. \$10,000
4. Tie in sewers at new Manhole 1-10. \$2,500
5. Bypass pumping and handling of sewer for live connections. \$25,000
6. 24-inch drop connection at Manhole 1-8. \$10,000
7. 18-inch drop connection at Manhole 1-8. \$8,900
8. Price increase for PCC pavement, 930 SY @ \$6.00/SY. \$5,580.00
9. Remove existing manhole in 13th Street. \$1,000
10. New Manhole 1-9 at 13th Street Lift Station connection. \$12,500
11. Piping modifications near Manhole 1-10. \$5,000
12. Shoring for excavation adjacent to 13th Street Lift Station. \$25,000
13. Dewatering for 13th Street Lift Station connection. \$15,000
14. Excavation adjacent to 13th Street Lift Station. \$25,000
15. Bypass pumping for 13th Street Lift Station. \$850
16. 18-inch sewer, 30 LF @ \$230/LF. \$6,900
17. 12-inch sewer, 10 LF @ \$170/LF. \$1,700
18. 12-inch sewer coupling east of Manhole 1-9. \$1,000
19. 9-inch PCC pavement at adjusted base price, 225 SY @ \$62.50/SY. \$14,062.50
20. 1.16 television inspection, 40 LF @ \$1/LF. \$40.00
21. Extend completion date of contract from January 15, 2015 to June 30, 2015. \$0

Total cost of change order #5 is \$200,032.50. Total contract cost after change order #5 is \$1,568,488.00.

PASSED AND APPROVED this 16th day of March 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

WWTP HVAC – Moved by Council Member Porsch to approve an agreement with Veenstra & Kimm to evaluate the Wastewater Treatment Plant HVAC system. Cost of the agreement is not to exceed \$6,750. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Anderson absent. Motion carried.

Fishpipe Contract – Moved by Council Member Walker to approve a purchase contract, contingent upon agreement changes, with Fishpipe USA for the purchase of a Fishpipe ride at King's Pointe. Cost of purchase contract \$79,950. Seconded by Council Member Porsch. Vote: All ayes with Council Member Anderson absent. Motion carried.

Adjourn – Moved by Council Member Huddleston to adjourn the meeting at 6:05pm. Seconded by Council Member Porsch. Vote: All ayes with Council Member Anderson absent. Motion carried.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: FEBRUARY 19, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
MO'S
707 LAKE AVE

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

	03-12-2013 to 03-12-2014	03-13-2014 to 02-17-2015
INCIDENTS		
Animal Call	0	1
Arson Investigation	1	0
Bad Check	0	1
Bar Check	234	210
Business Assist	2	2
Business Security	28	24
Disturbance	0	3
Domestic	1	0
Drug Investigation	0	1
Found Property	0	1
Intoxicated Pedestrian	5	13
Law Department Assist	1	0
Parking Complaint	1	0
Pedestrian Stop	0	1
PR/Talk/Presentation	2	1
Scam	0	1
Street Beat	4	1
Suspicious Activity	1	0
Theft	1	0
Trespass	1	0
Vehicle Stop	1	0
Wants/Warrant Check	3	2
Warning	0	2
Warrant Service	0	1
Welfare Check	0	1

White Summons	1	0
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ARRESTS

Disorderly Conduct	0	1
Interference With Official Acts	1	1
Public Intoxication	5	7
Possess Alcohol as Minor	0	1
Trespass	2	0

Recommendation: Approval of liquor license.

BEFORE THE STORM LAKE CITY COUNCIL

IN RE:

J J'S LOUNGE, INC.
d/b/a BREWSTERS
225 EAST RAILROAD STREET
STORM LAKE, IA 50588

ACKNOWLEDGMENT/
SETTLEMENT AGREEMENT

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I hereby knowingly and voluntarily acknowledge that the undersigned has received the Notice of Hearing and the Complaint in the above case. I hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. The undersigned hereby knowingly and voluntarily waives hearing, and submits to the statutory penalties prescribed by Iowa law. I understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.2. I have enclosed a check for the amount of \$300.00 made payable to the City of Storm Lake to settle the above referenced complaint.

J J'S LOUNGE, INC., d/b/a BREWSTERS

By: Bruce Carlson
Bruce Carlson, President

4-1-15
Date

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300.00 check made payable to the City of Storm Lake, should be returned to Philip E. Havens, 716 Lake Avenue, P.O. Box 426, Storm Lake, IA 50588.

BEFORE THE STORM LAKE CITY COUNCIL

IN RE:

J J'S LOUNGE, INC.
d/b/a BREWSTERS
225 EAST RAILROAD STREET
STORM LAKE, IA 50588

ORDER ACCEPTING
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT

On this ____ day of _____, 2015, in lieu of a public hearing on the matter, the Storm Lake City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Storm Lake.

Therefore, the Storm Lake City Council FINDS that the above-captioned permittee has remitted to the City of Storm Lake, a civil penalty in the amount of Three Hundred Dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

Mayor Jon F. Kruse

Staff Summary

4/6/2015

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: Sue Vossberg, Deputy Clerk

SUBJECT: Buy Local Information

BACKGROUND: Early in 2011 during a Study Session discussion Council asked staff to look at putting together some analysis information regarding the amount of purchases made locally. We have pulled that information together and 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	\$693,377.29	\$287,609.29	\$135,647.28	47	\$3,847.17	1	\$148,114.84	52
King's Pointe	\$281,320.81	\$145,263.41	\$66,960.20	46			\$78,303.21	54

Golf Course	\$6,368.12	\$1,648.52	\$1,188.40	72	\$460.2	28
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RECOMMENDATION: Review Buy Local Information

Staff Summary

4/6/2015

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: Mark Prosser, Public Safety Director

SUBJECT: Motion Authorizing a Noise Variance for Buena Vista University

BACKGROUND: Attached to this staff summary is a written request from Becka Neary-DeLaPorte, Director of Student Activities at BVU requesting a Noise Variance on Saturday, May 9, 2015 between the hours of 7:00pm and 12:00am for an outdoor concert near Smith Hall on the campus.

This request is consistent with previous requests and a Variance will be issued upon receiving a consensus in the affirmative from the city council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
📎 BVU Outdoor Concert	Contract

BUENA VISTA UNIVERSITY

March 26, 2015

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

Dear Mr. Prosser:

Buena Vista University is preparing for an end of the year block party. In order to make this year's event(s) a success, we are requesting the assistance of the city. The following is an overview of the proposed events.

Saturday, May 9, 2015 Concert -the Student Activities Board is hosting a concert outside of Smith Hall from **7:00pm-11:59pm.**

We are requesting a noise variance for the above stated date and time.

The Student Activities Board and the department of Student Affairs will inform the University neighbors of the date and time of this event through a flier delivered to their home, allowing residence to prepare accordingly. We will distribute notices door to door at least one week prior to the event.

We appreciate the city council's consideration of the above requests and if additional information is needed please contact Mark Kirkholm, Assistant Dean of Students and Director of Campus Security at 749-2500 or me at 749-2377. We thank you for your help in making this year's activities a success for the Buena Vista University and Storm Lake community.

Sincerely,



Becka Neary-DeLaPorte
Director of Student Activities and Leadership Development
Buena Vista University
610 West 4th Street
Storm Lake, Iowa 50588

CC: Mark Kirkholm and Dale Scully



**Public Safety
Police & Fire
PERMIT**

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

Event: BVU Outdoor Concert

Issued To:

Name: Becka Neary-DeLaPorte

Organization: BVU Student Activities

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

Phone: 712-749-2377

Date(s) of Event: Saturday, May 9, 2015

Time(s) of Event: 7:00pm until 12:00am

Expiration of Permit: 5-10-2015

Location / Area
of Use:

BVU Campus near Smith Hall

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Date: April 7, 2015

Signature:

Please Print

Title: Public Safety Director

Staff Summary

4/6/2015

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. 108-R-2014-2015 Accepting & Awarding Bid On HWY 7 Water Main Project**

BACKGROUND: This project will consist of relocating approximately 2,600 feet of water main from 915 W. Milwaukee (Deanda Auto Sales) west to 1515 W. Milwaukee (Culligan).

There were two alternate bids included in this project. One is to extend the project approximately 325 feet west and connect to an 18" water main at the intersection of Allen St. The second is to replace a 4" water main that runs under the road and feeds several businesses on the south side of W. Milwaukee.

Bids were opened at City Hall on March 24, 2015.

There were 4 bids received:

1. Ellingson Companies, West Concord, MN

Main Bid (Division 1) \$268,083.00

Alternate Bid 1 (Div 2) \$64,502.00

Alternate Bid 2 (Div 3) \$14,320.00

Total Bid Price \$346,905.00

2. GM Contracting, Lake Crystal, MN

Main Bid (Division 1) \$255,650.24

Alternate Bid 1 (Div 2) \$50,974.43

Alternate Bid 2 (Div 3) \$11,597.29

Total Bid Price \$318,221.96

3. H & W Contracting, Sioux Falls, SD

Main Bid (Division 1) \$309,411.50

Alternate Bid 1 (Div 2) \$47,727.00

Alternate Bid 2 (Div 3) \$11,920.00

Total Bid Price \$369,058.50

4. Synergy Contracting LLC, Bondurant, IA

Main Bid (Division 1) \$362,377.82

Alternate Bid 1 (Div 2) \$73,003.00

Alternate Bid 2 (Div 3) \$11,590.80
Total Bid Price \$446,971.62

The low bidder was GM Contracting, Lake Crystal, MN with total bid including both alternates of \$318,221.96.

The Engineer's recommendation is attached to this staff summary for Council's review. Staff would agree with the Engineer's recommendation of award of the Base Bid amount plus both alternatives.

FISCAL IMPACT: The engineering agreement is with Bolton and Menk for \$25,000. Staff estimates an additional \$5,000 for legal and administration costs.

Total project cost is \$348,221.96.

RECOMMENDATION: This project will be funded from water depreciation FY 16 budget.
Adopt Resolution No. 108-R-2014-2015

ATTACHMENTS:

Description	Type
 Resolution No. 108-R-2014-2015	Resolution
 Bid Tab	Backup Material
 Award Recommendation Letter	Letter

RESOLUTION NO. 108-R-2014-2015

RESOLUTION ACCEPTING AND AWARING BID FOR THE CITY OF STORM LAKE HIGHWAY 7 WATER MAIN PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the City of Storm Lake Highway 7 Water Main Project, described in the plans and specifications heretofore adopted by this Council on March 16, 2015 be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	GM Contracting, Inc., Lake Crystal, MN
Amount of bid:	\$318,221.96
Portion of bid:	All

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

PASSED AND APPROVED this 6th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

City of Storm Lake
Highway 7 Watermain Repairs
Storm Lake, IA

TABULATION OF BIDS
March 24, 2015 @ 10:00 AM



Bolton & Menk, Inc.
Spencer, Iowa

Line No.	Description	Unit	Quantity	Engineer's Estimate		GM Contracting Inc. Lake Crystal, MN		Ellinson Drainage Inc. West Concord, MN		H & W Contracting LLC Sioux Falls, SD		Synergy Contracting LLC Bondurant, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
100	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$13,850.00	\$13,850.00	\$3,200.00	\$3,200.00	\$2,300.00	\$2,300.00	\$7,000.00	\$7,000.00
101	MOBILIZATION	LS	1	\$10,345.00	\$10,345.00	\$20,000.00	\$20,000.00	\$12,000.00	\$12,000.00	\$94,000.00	\$94,000.00	\$21,000.00	\$21,000.00
102	EXPLORATORY EXCAVATION	HR	10	\$400.00	\$4,000.00	\$278.00	\$2,780.00	\$200.00	\$2,000.00	\$275.00	\$2,750.00	\$280.00	\$2,800.00
103	WATER MAIN, TRENCHED, C900, 8"	LF	50	\$35.00	\$1,750.00	\$42.87	\$2,143.50	\$40.00	\$2,000.00	\$70.00	\$3,500.00	\$65.80	\$3,290.00
104	WATER MAIN, TRENCHED, C900, 6"	LF	10	\$30.00	\$300.00	\$38.88	\$388.80	\$32.00	\$320.00	\$57.00	\$570.00	\$63.00	\$630.00
105	WATER MAIN, TRENCHED, C900, 4"	LF	5	\$30.00	\$150.00	\$35.97	\$179.85	\$55.00	\$275.00	\$55.00	\$275.00	\$60.20	\$301.00
106	WATER MAIN, TRENCHLESS, C900, 8"	LF	2607	\$45.00	\$117,315.00	\$42.87	\$111,762.09	\$45.00	\$117,315.00	\$53.00	\$138,171.00	\$88.20	\$229,937.40
107	FITTING, DUCTILE IRON	LB	714	\$10.00	\$7,140.00	\$13.80	\$9,853.20	\$12.00	\$8,568.00	\$8.00	\$5,712.00	\$11.20	\$7,996.80
108	WATER SERVICE PIPE, PE, 2"	LF	5	\$20.00	\$100.00	\$34.25	\$171.25	\$105.00	\$525.00	\$52.00	\$260.00	\$77.00	\$385.00
109	WATER SERVICE PIPE, PE, 1"	LF	10	\$15.00	\$150.00	\$33.15	\$331.50	\$50.00	\$500.00	\$31.00	\$310.00	\$36.40	\$364.00
110	WATER SERVICE PIPE, PE, 3/4"	LF	100	\$10.00	\$1,000.00	\$32.85	\$3,285.00	\$40.00	\$4,000.00	\$21.00	\$2,100.00	\$36.40	\$3,640.00
111	CURB STOP & BOX, 2"	EA	1	\$450.00	\$450.00	\$884.00	\$884.00	\$950.00	\$950.00	\$500.00	\$500.00	\$840.00	\$840.00
112	CURB STOP & BOX, 1"	EA	1	\$400.00	\$400.00	\$653.00	\$653.00	\$660.00	\$660.00	\$275.00	\$275.00	\$560.00	\$560.00
113	CURB STOP & BOX, 3/4"	EA	8	\$350.00	\$2,800.00	\$627.00	\$5,016.00	\$615.00	\$4,920.00	\$250.00	\$2,000.00	\$490.00	\$3,920.00
114	CORP. STOP & SADDLE, 2" X 8"	EA	1	\$400.00	\$400.00	\$632.00	\$632.00	\$915.00	\$915.00	\$500.00	\$500.00	\$700.00	\$700.00
115	CORP STOP & SADDLE, 1" X 8"	EA	1	\$375.00	\$375.00	\$523.00	\$523.00	\$675.00	\$675.00	\$325.00	\$325.00	\$420.00	\$420.00
116	CORP STOP & SADDLE, 3/4" X 8"	EA	8	\$350.00	\$2,800.00	\$507.00	\$4,056.00	\$650.00	\$5,200.00	\$300.00	\$2,400.00	\$420.00	\$3,360.00
117	GATE VALVE & BOX, 8"	EA	12	\$1,500.00	\$18,000.00	\$3,183.76	\$38,205.12	\$2,600.00	\$31,200.00	\$1,500.00	\$18,000.00	\$1,960.00	\$23,520.00
118	TAPPING VALVE ASSEMBLY, 6"	EA	1	\$4,000.00	\$4,000.00	\$3,980.00	\$3,980.00	\$2,600.00	\$2,600.00	\$2,300.00	\$2,300.00	\$4,900.00	\$4,900.00
119	FIRE HYDRANT ASSEMBLY	EA	4	\$2,000.00	\$8,000.00	\$5,654.96	\$22,619.84	\$7,900.00	\$31,600.00	\$4,000.00	\$16,000.00	\$7,000.00	\$28,000.00
120	SALVAGE HYDRANT ASSEMBLY	EA	3	\$500.00	\$1,500.00	\$196.73	\$590.19	\$1,000.00	\$3,000.00	\$500.00	\$1,500.00	\$840.00	\$2,520.00
121	REMOVAL OF DRIVEWAY	SY	93	\$10.00	\$930.00	\$7.00	\$651.00	\$29.00	\$2,697.00	\$7.00	\$651.00	\$11.20	\$1,041.60
122	DRIVEWAY, PAVED, PCC, 6"	SY	61	\$45.00	\$2,745.00	\$57.70	\$3,519.70	\$165.00	\$10,065.00	\$65.00	\$3,965.00	\$70.00	\$4,270.00
123	DRIVEWAY, GRANULAR	TON	75	\$25.00	\$1,875.00	\$18.25	\$1,368.75	\$60.00	\$4,500.00	\$25.00	\$1,875.00	\$28.00	\$2,100.00
124	FULL DEPTH PATCHES	SY	63	\$75.00	\$4,725.00	\$64.15	\$4,041.45	\$160.00	\$10,080.00	\$75.00	\$4,725.00	\$84.00	\$5,292.00
125	PAVEMENT REMOVAL	SY	145	\$10.00	\$1,450.00	\$7.00	\$1,015.00	\$15.00	\$2,175.00	\$8.00	\$1,160.00	\$11.20	\$1,624.00
126	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	AC	0.3	\$4,000.00	\$1,200.00	\$4,500.00	\$1,350.00	\$9,100.00	\$2,730.00	\$3,575.00	\$1,072.50	\$1.40	\$0.42
127	FILTER SOCKS, 6"	LF	100	\$5.00	\$500.00	\$3.00	\$300.00	\$28.50	\$2,850.00	\$4.50	\$450.00	\$7.00	\$700.00
128	FILTER SOCKS, REMOVAL	LF	100	\$2.00	\$200.00	\$1.00	\$100.00	\$3.35	\$335.00	\$2.25	\$225.00	\$1.40	\$140.00
129	INLET PROTECTION DEVICE, SURFACE MOUNT	EA	4	\$250.00	\$1,000.00	\$300.00	\$1,200.00	\$28.50	\$114.00	\$275.00	\$1,100.00	\$280.00	\$1,120.00
130	INLET PROTECTION DEVICE, MAINTENANCE	EA	4	\$100.00	\$400.00	\$50.00	\$200.00	\$28.50	\$114.00	\$110.00	\$440.00	\$1.40	\$5.60
SUBTOTAL DIVISION 1					\$201,000.00		\$255,650.24		\$268,083.00		\$309,411.50		\$362,377.82
200	WATER MAIN, TRENCHED, C900, 18"	LF	10	\$50.00	\$500.00	\$80.00	\$800.00	\$155.00	\$1,550.00	\$123.00	\$1,230.00	\$175.00	\$1,750.00
201	WATER MAIN, TRENCHED, C900, 8"	LF	10	\$35.00	\$350.00	\$42.87	\$428.70	\$140.00	\$1,400.00	\$70.00	\$700.00	\$67.20	\$672.00
202	WATER MAIN, TRENCHLESS, C900, 8"	LF	339	\$45.00	\$15,255.00	\$42.87	\$14,532.93	\$45.00	\$15,255.00	\$53.00	\$17,967.00	\$88.20	\$29,899.80
203	FITTING, DUCTILE IRON	LB	336	\$10.00	\$3,360.00	\$13.80	\$4,636.80	\$12.00	\$4,032.00	\$10.00	\$3,360.00	\$11.20	\$3,763.20
204	WATER SERVICE PIPE, PE, 3/4"	LF	20	\$8.00	\$160.00	\$32.85	\$657.00	\$40.00	\$800.00	\$21.00	\$420.00	\$36.40	\$728.00
205	CURB STOP & BOX, 3/4"	EA	1	\$350.00	\$350.00	\$627.00	\$627.00	\$615.00	\$615.00	\$250.00	\$250.00	\$490.00	\$490.00
206	CORP STOP & SADDLE, 3/4" X 8"	EA	1	\$350.00	\$350.00	\$507.00	\$507.00	\$650.00	\$650.00	\$300.00	\$300.00	\$420.00	\$420.00
207	GATE VALVE & BOX, 18"	EA	2	\$2,500.00	\$5,000.00	\$13,751.00	\$27,502.00	\$18,500.00	\$37,000.00	\$11,000.00	\$22,000.00	\$16,800.00	\$33,600.00
208	FULL DEPTH PATCHES	SY	20	\$75.00	\$1,500.00	\$64.15	\$1,283.00	\$160.00	\$3,200.00	\$75.00	\$1,500.00	\$84.00	\$1,680.00
SUBTOTAL DIVISION 2					\$26,825.00		\$50,974.43		\$64,502.00		\$47,727.00		\$73,003.00
300	WATER MAIN WITH CASING PIPE, TRENCHLESS, C900, 4"	LF	40	\$50.00	\$2,000.00	\$203.03	\$8,121.20	\$240.00	\$9,600.00	\$240.00	\$9,600.00	\$224.00	\$8,960.00
301	FITTING, DUCTILE IRON	LB	44	\$10.00	\$440.00	\$13.80	\$607.20	\$30.00	\$1,320.00	\$30.00	\$1,320.00	\$18.20	\$800.80
302	GATE VALVE & BOX, 4"	EA	1	\$1,000.00	\$1,000.00	\$2,868.89	\$2,868.89	\$3,400.00	\$3,400.00	\$1,000.00	\$1,000.00	\$1,830.00	\$1,830.00
SUBTOTAL DIVISION 3					\$3,440.00		\$11,597.29		\$14,320.00		\$11,920.00		\$11,590.80
TOTAL BASE BID					\$231,265.00		\$318,221.96		\$346,905.00		\$369,058.50		\$446,971.62

24-Mar-15

H:\SMLK\11088436_Bidding Documents\B_Bid Tabulation\B_Bid Tabulation\B_Bid Tabulation



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

1900 North Grand Avenue • Suite E12 • Spencer, IA 51301

Phone (712) 580-5075

www.bolton-menk.com

March 31, 2015

Mr. Todd Allen
Water Manager
City of Storm Lake, Iowa
620 Erie Street
Storm Lake, Iowa 50588

SENT VIA EMAIL TO: allen@stormlake.org

RE: Highway 7 Watermain Project
City of Storm Lake, Iowa
Project No.: P11.108843

Dear Todd,

Four bids were received on March 24, 2015 for the Highway 7 Watermain Construction Project for the City of Storm Lake. I have enclosed one copy of the Bid Tabulation of the bids received.

The bids received are as follows:

	Division 1	Division 2	Division 3	Total
GM Contracting, Inc.—Lake Crystal, MN	\$255,650.24	\$50,974.43	\$11,597.29	\$318,221.96
Ellinson Drainage, Inc.—West Concord, MN	\$268,083.00	\$64,502.00	\$14,320.00	\$346,905.00
H&W Contracting, LLC—Sioux Falls SD	\$309,411.50	\$47,727.00	\$11,920.00	\$369,058.50
Synergy Contracting, LLC- Bondurant, IA	\$362,377.82	\$73,003.00	\$11,590.80	\$446,971.62

The bid from GM Contracting, Inc. is approximately 37% above the Engineer's Estimate of Probable Construction Cost of \$231,265.00 for all Divisions of work. GM Contracting, Inc. of Lake Crystal, Minnesota has the experience and capability to complete the project in a competent and timely manner.

We have reviewed the bidder's prices relative to the Engineer's Estimate and also for errors or omissions and find no discrepancies that would prohibit the low bid from being accepted. In recent years, northwest Iowa has been experiencing a substantial increase in construction costs for projects and we see no indication that this trend will not continue into the future. Therefore, we do not believe that rejecting all bids and re-letting the project will result in savings for the City of Storm Lake.

Given this fact and also recognizing the necessity that this work be performed prior to, or in conjunction with, the Highway 7 widening project, we recommend that the City of Storm Lake award this project to GM Contracting, Inc.



Name
Date
Page 2

If you have any questions or concerns, please feel free to contact us at your convenience

Sincerely,

BOLTON & MENK, INC.

A handwritten signature in dark ink, appearing to read "Duncan C. Schwensohn". The signature is fluid and cursive, with a large initial "D" and a long, sweeping underline.

Duncan C. Schwensohn, PE
Senior Project Engineer

Encl.

Staff Summary

4/6/2015
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: Jennifer Movall, Finance Department Manager

SUBJECT: **Public Hearing On Issuance Of Not To Exceed \$4,000,000
General Obligation Urban Renewal Refunding Bonds**

BACKGROUND: This agenda item will hold a public hearing for the not to exceed \$4,000,000 General Obligation Urban Renewal Refunding Capital Loan Notes as required by the State of Iowa Code. The purpose of these bonds is to pay the costs of refunding the outstanding general obligation indebtedness of the City. This will refinance the 2006 \$5.4M Annual Appropriation Urban Renewal General Obligation Bond that is being paid by Local Option Sales Tax.

The payment schedule of this bond will remain the same but the interest will be lower. Our financial advisor projects that we will save approximately \$40,000 in interest payment by refinancing these bonds at this time.

Per the State of Iowa Code the City of Storm Lake has published proper notice of this public hearing.

FISCAL IMPACT: The impact specific to this agenda item is the cost of the publication of the notice of hearing, \$13.20.

RECOMMENDATION: Open Public Hearing
Accept Comments from the Public
Close the Public Hearing

Staff Summary

4/6/2015

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: Jennifer Movall, Finance Department Manager

SUBJECT: **Resolution No. 109-R-2014-2015 Instituting Proceedings To Take Additional Action for the Issuance of Not To Exceed \$4,000,000 General Obligation Urban Renewal Refunding Capital Loan Notes**

BACKGROUND: This bond will be issued to refinance the 2006 \$5.4M Annual Appropriation Urban Renewal General Obligation Bond.

This resolution serves as a declaration of the city's intent to pay the costs of refunding existing indebtedness including the Annual Appropriation Urban Renewal General Obligation Bond identified above.

FISCAL IMPACT: There is no fiscal impact for this resolution.

RECOMMENDATION: Adopt Resolution No. 109-R-2014-2015

ATTACHMENTS:

Description	Type
📎 Resolution No. 109-R-2014-2015	Resolution

RESOLUTION NO. 109-R-2014-2015

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$4,000,000 GENERAL OBLIGATION URBAN
RENEWAL REFUNDING CAPITAL LOAN NOTES**

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$4,000,000 General Obligation Urban Renewal Refunding Capital Loan Notes, for the essential corporate urban renewal purposes, in order to provide funds to pay the costs of refunding existing City indebtedness, including the Annual Appropriation Urban Renewal General Obligation Bonds, Series 2006, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$4,000,000 General Obligation Urban Renewal Refunding Capital Loan Notes, for the foregoing essential corporate urban renewal purposes.

PASSED AND APPROVED this 6th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/6/2015

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: Jennifer Movall, Finance Department Manager

SUBJECT: **Motion To Approve \$4,000,000 Taxable Annual Appropriation General Obligation Urban Renewal Capital Loan Notes Disclosure Counsel Engagement Agreement**

BACKGROUND: The purpose of this Engagement Agreement is to address certain matters concerning the services Ahlers & Cooney will perform as disclosure counsel to the City in connection with the issuance of the \$4,000,000 Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes. These will be issued to advance refund the 2006 Annual Appropriation GO Bonds that we will sell in May 2015.

Disclosure counsel is engaged as recognized counsel specially experienced in Iowa and federal law relating to disclosure requirements that pertain to governmental debt obligations. Their primary responsibility is to assist the City in meeting its disclosure obligations under the Securities & Exchange Commission.

FISCAL IMPACT: City staff has reviewed this agreement and finds it to be in order. The fiscal impact for the disclosure counsel is a not to exceed amount of \$8,500 for this issue. They also estimate a not to exceed amount of \$500 for expenses relating to travel, copies, postage and any other miscellaneous expenses.

RECOMMENDATION: Approve Disclosure Counsel Agreement with Ahlers & Cooney, P.C.

ATTACHMENTS:

Description	Type
☐ Disclosure Counsel Agreement	Contract

AHLERS & COONEY, P.C.

100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
FAX: 515-243-2149
WWW.AHLERSLAW.COM

J. Eric Boehlert
Eboehlert@ahlerslaw.com

Direct Dial:
515.246.0367

March 24, 2015

VIA EMAIL
Mayor and City Council
c/o Justin Yarosevich
City of Storm Lake
620 Erie Street
Storm Lake, Iowa 50588

RE: \$4,000,000 Taxable Annual Appropriation General Obligation Urban Renewal
Refunding Capital Loan Notes, Series 2015B -- Disclosure Counsel Engagement
Agreement

Dear Mayor and Council:

The purpose of this Engagement Agreement (the "Agreement") is to set forth certain matters concerning the services we will perform as disclosure counsel to the City of Storm Lake, Iowa ("Issuer") in connection with the issuance of the above-referenced Bonds (the "Bonds"). As you know, it is proposed that the Bonds be issued to advance refund the 2006 Annual Appropriation GO Bonds. The Bonds are expected to be sold at public sale in May 2015.

Disclosure counsel is engaged as recognized counsel specially experienced in Iowa law and federal law relating to disclosure requirements that pertain to governmental debt obligations, whose primary responsibility is to assist the Issuer in meeting its disclosure obligations under Rules 10(b)-5 and 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934. The Issuer has engaged Piper Jaffray & Co. to serve as Municipal Advisor in connection with the issuance of the Bonds. We understand that the Municipal Advisor will, as part of its engagement, prepare an Official Statement for distribution to bond bidders, and perform a detailed review of the same. As disclosure counsel, we will provide advice and assistance to the Issuer and Municipal Advisor in preparing the preliminary and final Official Statement as either party may request, or as we think may be appropriate in particular instances. Subject to satisfactory completion of our review of the same, we expect to provide to the Issuer written advice that, in the course of our participation in the preparation of the Official Statement, no information has come to our attention which leads us to believe that the Official Statement, as of its date (excluding financial statements, other statistical data, any feasibility reports, statements of trends and forecasts, information concerning any bond insurance and the Depository Trust Company contained in the Official Statement, or the appendices, as to which we will express no opinion or view), contains any untrue statement of material fact or omits to state a material fact required to be stated in order to make the statements therein, in light of the circumstances in which they were made, not misleading.

The written advice rendered hereunder will be dated and executed and delivered by us on the date the Bond are exchanged for their purchase price (the "Closing") and will be based on existing law as of its date. Upon delivery of our written advice and the filing of all appropriate closing documents, our responsibilities as disclosure counsel will be concluded with respect to the issuance of the Bonds. Separately, Issuer may retain us for advice and guidance concerning specific legal questions that may arise after the Closing with respect to disclosure issues or questions that relate to the Bonds, including without limitation, questions concerning compliance with the Issuer's disclosure obligations under the Bonds and any actions necessary to assure that the Issuer performs its continuing disclosure responsibilities with respect to the Bonds. The terms of such representation shall be separate from the scope of this Agreement.

In rendering our advice, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. During the course of the engagement, we will rely on the Issuer's staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

FEES

We will charge a flat fee for our role as disclosure counsel. Based upon (i) our current understanding of the terms, size and schedule of the proposed Bond issue, (ii) the duties we will undertake pursuant to this Agreement, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we will assume in connection therewith, we agree our fee for such services will not exceed \$8,500. In addition, we will expect to be reimbursed for all client charges made or incurred on your behalf, such as travel costs, photocopying, deliveries and other expenses. We estimate that such charges will not exceed \$500. We will contact you prior to incurring expenses that exceed this amount.

The delivery of written opinions or advice to third parties at the request of the Council with respect to Bond offering disclosures shall be subject to a separate opinion charge in an amount to be approved by the Issuer at the time the of the request.

We will submit a summary invoice for the professional services described herein after Closing on the Bonds. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the Bonds are not issued or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, for time actually spent on your behalf, plus any client charges as described above. My current hourly rate is \$285 (effective 1/1/2015). Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at \$185 per hour, and work by legal assistants will be billed at \$100 per hour. The hourly rates reflected herein are subject to our periodic review and adjustment – typically annually.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interest in this transaction. Our services as disclosure counsel are limited to those contracted for in this Agreement, and the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer and the attorney-client relationship created by this Agreement will be concluded upon issuance of the Bonds.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to specific transactions will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement. It is our practice to retain transcripts for at least the life of each Bond financing. You will be notified prior to destruction of our files, and will have the option to request them, should you desire.

TERMINATION

Our relationship is based upon mutual consent and you may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of fees for legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter to other counsel.

March 24, 2015

Page 4

If the foregoing terms are acceptable to you, please so indicate below and return the enclosed copy of this Agreement, retaining the original for your files.

We have enjoyed our prior work on behalf of the Issuer, and look forward to continuing the relationship.

Very truly yours,



J. Eric Boehlert
FOR THE FIRM

JEB:sk

Accepted and approved on behalf of City of Storm Lake, Iowa *

By _____ Date: _____

*Approved by action of the governing body on April 6, 2015.

01094262-1\11149-077

Staff Summary

4/6/2015

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 110-R-2014-2015 Accepting Bids & Awarding The Bids For East 10th Street Reconstruction From Seneca Street To Russell Street**

BACKGROUND: This agenda item will accept bids and award the bid for the East 10th Street project with Smith Concrete.

This project will be a 7" PCC pavement with a 3" modified subbase and 6" perforated subdrains on both sides. The project will be constructed in one phase instead of three. Accommodations will be made to insure residents can access their homes.

The project will place a new intersection on Seneca, both legs of Oneida, Lincoln Road and Maywood Drive. The project will stop short of Russell Street. Russell and 10th Street is scheduled to be constructed with pervious pavers in the North Central Storm Water Project.

The project was bid on March 17, 2015 through the Iowa DOT. Two bids were received:
Smith Concrete Service - \$589,325.20
Godbersen-Smith Construction Co. - \$613,896.80

Smith Concrete is the low bidder with a bid of \$589,325.20 which is \$16,074.80 under the engineer's estimate.

FISCAL IMPACT: Engineering - \$89,980.00
Construction - \$589,325.20
Legal/Admin - \$5,000.00
Contingency - \$50,000.00

Total Cost of Project - \$734,305.20

Project funded by the following sources:
STP Grant \$244,000

Road Use Tax FY 2015	\$126,000
Franchise Fees FY 2015	\$67,000
Water Funds	\$23,000 (installation
of lines)	
Franchise Fees FY 2016	\$75,000
Road Use Tax FY 2016	\$50,000
Local Option Sales Tax FY 2016	\$190,900.00

Total funding is \$775,900.00

RECOMMENDATION: Approve Resolution No. 110-R-2014-2015

ATTACHMENTS:

Description	Type
 Bid Tab	Backup Material
 Resolution No. 110-R-2014-2015	Resolution

IOWA DEPARTMENT OF TRANSPORTATION
VENDOR RANKING

Run Date: 03/24/15
Page: 101 1

Bid Order: 101 Contract ID: 11-7422-614-A
Letting Date: 150317 10:00 A.M.
Letting Status: AWARD RECOMMENDED to SMITH CONCRETE SERVICE, INC.
Contract Period: 55 WORK DAYS Late Start Date: 07/27/15

Primary County: BUENA VISTA
Established DBE Goal: 3.00 %

Project: STP-U-7422(614)--70-11
Work Type: PCC PAVEMENT - REPLACE
County: BUENA VISTA Prj Awd Amt: \$589,325.20
Route: EAST 10TH STREET
Location: 10TH ST. E IN THE CITY OF STORM LAKESENCA ST
TO JUST SOUTH O F RUSSELL ST. INTERSECTION

SMITH CONCRETE SERVICE, INC.

GFE to DBE responsiveness: Bid Winner - Met the established DBE Goal

RANK	VENDOR NO./NAME	TOTAL BID	% OVER LOW BID
1	SM005 SMITH CONCRETE SERVICE, INC.	\$ 589,325.20	100.00 %
2	GO020 GODBERSEN-SMITH CONSTRUCTION CO. & SUBSID.	\$ 613,896.80	104.16 %

IOWA DEPARTMENT OF TRANSPORTATION
TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Run Date: 03/24/15
Page: 101 2

Bid Order: 101
Letting Date: 03/17/15 10:00 A.M.

Contract ID: 11-7422-614-A

Primary County: BUENA VISTA

		(1) SM005		(2) GO020		()	
		SMITH CONCRETE SERVICE, INC.		GODBERSEN-SMITH CONSTRUCTION			
LINE NO / ITEM CODE / ALT	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE
							AMOUNT
SECTION 0001 ROADWAY ITEMS							
0010	2102-2713070	1931.000 CY	12.00000	23172.00	12.00000	23172.00	
	EXCAVATION, CLASS 13, ROADWAY AND BORRO						
0020	2105-8425005	2200.000 CY	20.00000	44000.00	20.00000	44000.00	
	TOPSOIL, FURNISH AND SPREAD						
0030	2115-0100000	1124.000 CY	37.50000	42150.00	37.50000	42150.00	
	MODIFIED SUBBASE						
0040	2301-1033070	5724.000 SY	38.00000	217512.00	37.90000	216939.60	
	STANDARD OR SLIP FORM PORTLAND CEMENT						
	CONCRETE PAVEMENT, CLASS C, CLASS 3						
	DURABILITY, 7 IN.						
0050	2416-0100015	1.000 EACH	2125.00000	2125.00	2125.00000	2125.00	
	APRONS, CONCRETE, 15 IN. DIA.						
0060	2435-0140148	1.000 EACH	4625.00000	4625.00	4625.00000	4625.00	
	MANHOLE, STORM SEWER, SW-401, 48 IN.						
0070	2435-0250100	10.000 EACH	3750.00000	37500.00	3750.00000	37500.00	
	INTAKE, SW-501						
0080	2435-0600010	4.000 EACH	200.00000	800.00	300.00000	1200.00	
	MANHOLE ADJUSTMENT, MINOR						
0090	2435-0600020	2.000 EACH	3175.00000	6350.00	3175.00000	6350.00	
	MANHOLE ADJUSTMENT, MAJOR						
0100	2502-4388050	2.000 EACH	825.00000	1650.00	825.00000	1650.00	
	INTAKE, STANDPIPE, AS PER PLAN						
0110	2502-8212206	2728.000 LF	15.90000	43375.20	15.90000	43375.20	
	SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN						
	DIA.						
0120	2502-8220193	5.000 EACH	385.00000	1925.00	385.00000	1925.00	
	SUBDRAIN OUTLET (RF-19C)						
0130	2503-0114215	307.000 LF	79.00000	24253.00	79.00000	24253.00	
	STORM SEWER GRAVITY MAIN, TRENCHED,						
	REINFORCED CONCRETE PIPE (RCP), 2000D						
	(CLASS III), 15 IN.						
0140	2503-0200036	109.000 LF	17.00000	1853.00	17.00000	1853.00	
	REMOVE STORM SEWER PIPE LESS THAN OR						
	EQUAL TO 36 IN.						
0150	2510-6745850	5724.000 SY	7.00000	40068.00	7.00000	40068.00	
	REMOVAL OF PAVEMENT						
0160	2510-6750600	3.000 EACH	650.00000	1950.00	650.00000	1950.00	
	REMOVAL OF INTAKES AND UTILITY ACCESSES						

IOWA DEPARTMENT OF TRANSPORTATION
TABULATION OF CONSTRUCTION AND MATERIAL BIDS

Run Date: 03/24/15
Page: 101 3

Bid Order: 101
Letting Date: 03/17/15 10:00 A.M.

Contract ID: 11-7422-614-A

Primary County: BUENA VISTA

			(1) SM005		(2) GO020		()	
			SMITH CONCRETE SERVICE, INC.		GODBERSEN-SMITH CONSTRUCTION			
LINE NO / ITEM CODE / ALT	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0170 2511-6745900	REMOVAL OF SIDEWALK	84.000 SY	14.00000	1176.00	14.00000	1176.00		
0180 2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN.	84.000 SY	42.00000	3528.00	175.00000	14700.00		
0190 2511-7528101	DETECTABLE WARNINGS	64.000 SF	42.00000	2688.00	100.00000	6400.00		
0200 2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	253.000 SY	42.00000	10626.00	55.00000	13915.00		
0210 2515-6745600	REMOVAL OF PAVED DRIVEWAY	253.000 SY	10.00000	2530.00	10.00000	2530.00		
0220 2528-8445110	TRAFFIC CONTROL	LUMP	15500.00000	15500.00	5000.00000	5000.00		
0230 2533-4980005	MOBILIZATION	LUMP	27750.00000	27750.00	45000.00000	45000.00		
0240 2599-9999014	('SQUARE FEET' ITEM) 4 INCH POLYSTYRENE INSULATION	1440.000 SF	11.00000	15840.00	11.00000	15840.00		
0250 2601-2636044	SEEDING AND FERTILIZING (URBAN)	2.000 ACRE	3450.00000	6900.00	3500.00000	7000.00		
0260 2602-0000020	SILT FENCE	2400.000 LF	1.75000	4200.00	2.45000	5880.00		
0270 2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	2400.000 LF	1.00000	2400.00	0.50000	1200.00		
0280 2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	2400.000 LF	0.50000	1200.00	0.30000	720.00		
0290 2602-0000306	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 6 IN. DIA.	180.000 LF	5.55000	999.00	4.00000	720.00		
0300 2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	180.000 LF	1.00000	180.00	1.00000	180.00		
0310 2602-0010010	MOBILIZATIONS, EROSION CONTROL	1.000 EACH	500.00000	500.00	500.00000	500.00		
SECTION TOTALS			\$	589,325.20	\$	613,896.80	\$	
CONTRACT TOTALS			\$	589,325.20	\$	613,896.80	\$	

RESOLUTION NO. 110-R-2014-2015

RESOLUTION ACCEPTING AND AWARING BID FOR THE CITY OF STORM LAKE EAST 10TH STREET PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the City of Storm Lake East 10th Street Project, described in the plans and specifications heretofore adopted by this Council on March 2, 2015 be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Smith Concrete Service, Storm Lake, IA
Amount of bid:	\$589,325.20
Portion of bid:	All

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

PASSED AND APPROVED this 6th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/6/2015

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: Pat Kelly, Infrastructure Superintendent / Public Facilities
Director

SUBJECT: **Resolution No. 111-R-2014-2015 Approve the Contract For
The Paving Of Howard Road**

BACKGROUND: This project will construct a concrete road at the south end of the Emerald Park subdivision. The existing road is gravel and continually needs maintenance due to washouts from heavy rains.

In 2012 the City signed a Development Agreement with the developers of the Woodland Creek subdivision and as part of that agreement the City agreed to pave Howard Road by the end of August 2015. Moving forward with this project will fulfill the City's portion of the Development Agreement.

The bid letting for this project was March 12, 2015 at 10am. There was 1 bid received from Smith Concrete for \$166,319.85. The engineers estimate is \$175,865.90.

FISCAL IMPACT: Construction - \$166,319.85
Engineering - \$22,500
Legal/Admin - \$5,000
Land Aquisition - \$1,000
Contingencies - \$16,000

Projected Total Cost of Project \$210,819.85

This project is in the current budget and will be funded by \$220,000 of Franchise Fees in FY 2015 and FY 2016.

RECOMMENDATION: Approve Resolution No. 111-R-2014-2015

ATTACHMENTS:

Description	Type
 Howard Road Contract	Contract
 Resolution No. 111-R-2014-2015	Resolution

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between CITY OF STORM LAKE ("Owner") and
SMITH CONCRETE SERVICES, INC. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**2015 PC CONCRETE STREET IMPROVEMENT PROJECT – HOWARD ROAD
STORM LAKE, IA**

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**2015 PC CONCRETE STREET IMPROVEMENT PROJECT – HOWARD ROAD
STORM LAKE, IA**

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by I+S GROUP, which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed **FORTY FIVE CALENDAR DAYS** after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of

the General Conditions within thirty one (31) days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

REFER TO EXHIBIT A – ATTACHED

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 10% percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 -- CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:

EJCDC C-520 Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.
Page 4 of 7

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. General Conditions (pages 1 to 62, inclusive).
5. Supplementary Conditions (pages 1 to 11, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of 17 sheets with each sheet bearing the following general title: **2015 PC CONCRETE IMPROVEMENT PROJECT - HOWARD ROAD, STORM LAKE, IA.**
8. Addenda NONE
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 6, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award N/A
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on April 6, 2015 (which is the Effective Date of the Agreement).

OWNER:

CITY OF STORM LAKE

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

P O BOX 1086STORM LAKE, IA 50588

CONTRACTOR

SMITH CONCRETE SERVICES, INC.By: Jerry A SmithTitle: PRES

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Anne M SmithTitle: Sec Treas

Address for giving notices:

P O BOX 372STORM LAKE, IA 50588

License No.: _____

EXHIBIT A

5.01 The following constitutes the Unit Prices and Lump Sums for the contract for the:
2015 PC CONCRETE STREET IMPROVEMENT PROJECT – HOWARD ROAD
 Between the City of STORM LAKE, Iowa and **SMITH CONCRETE SERVICES, INC.**

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Bid Price</u>
BASE BID					
1.	PC Concrete Pavement, 6"	SY	2,212.2	\$38.00	\$84,063.60
2.	Modified Subbase	CY	414.3	\$37.00	\$15,329.10
3.	Subgrade Preparation	SY	2,485.8	\$2.25	\$5,593.05
4.	Unclassified Excavation	CY	674.0	\$7.50	\$5,055.00
5.	Pavement Removal	SY	109.3	\$10.00	\$1,093.00
6.	Removal of Pipe, Culvert and Conduit	LF	56.0	\$15.00	\$840.00
7.	Removal of Intake	EA	1	\$600.00	\$600.00
8.	Single Open Throat Intake, Large Box (SW-508)	EA	2	\$3,850.00	\$7,700.00
9.	12" Storm Sewer, RCP	LF	60.0	\$50.00	\$3,000.00
10.	18" Storm Sewer, RCP	LF	12.0	\$83.50	\$1,002.00
11.	18" Culvert, RCP	LF	24.0	\$90.00	\$2,160.00
12.	18" Apron, RCP	EA	3	\$650.00	\$1,950.00
13.	Subdrain, 6", Corrugated PE	LF	602.0	\$13.30	\$8,006.60
14.	Subdrain Cleanouts	EA	2	\$280.00	\$560.00
15.	Seeding and Fertilizing and Mulching (Hydraulic Seeding)	LS	1	\$2,000.00	\$2,000.00
16.	Installation, Maintenance and Removal of Silt Fence	LF	590.0	\$3.25	\$1,917.50
17.	Installation, Maintenance and Removal of Wattles	LF	75.0	\$5.00	\$375.00
18.	Traffic Control	LS	1	\$2,575.00	\$2,575.00
19.	Mobilization	LS	1	\$20,000.00	\$20,000.00
20.	Testing--Subgrade, Subbase, Structures, Pavement	LS	1	\$2,500.00	\$2,500.00
BASE BID					\$ 166,319.85

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SMITH CONCRETE SERVICES, INC.
P O BOX 372
STORM LAKE, IA 50588

SURETY (Name, and Address of Principal Place of Business):

Granite Re, Inc.
14001 Quailbrook Dr
Oklahoma City, OK 73134

OWNER (Name and Address):

CITY OF STORM LAKE
P O BOX 1086
STORM LAKE, IA 50588

CONTRACT

Effective Date of Agreement: April 6, 2015

Amount: One Hundred Sixty-Six Thousand, Three Hundred Nineteen Dollars and Eighty Five Cents
(\$166,319.85)

Description (Name and Location):

**2015 PC CONCRETE STREET IMPROVEMENT PROJECT – HOWARD ROAD
STROM LAKE, IA**

BOND

Bond Number:

Date (Not earlier than Effective Date of Agreement): April 6, 2015

Amount: One Hundred Sixty-Six Thousand, Three Hundred Nineteen Dollars and Eighty Five Cents
(\$166,319.85)

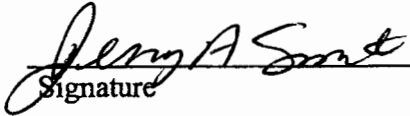
Modifications to this Bond Form: NONE

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SMITH CONCRETE SERVICES, INC. (Seal)
Contractor's Name and Corporate Seal

By:


Signature

Jerry A. Smith
Print Name

PRESIDENT
Title

Attest:

Anne M. Smith
Signature

VP Sec. Liens
Title

SURETY

Granite Re, Inc. (Seal)
Surety's Name and Corporate Seal

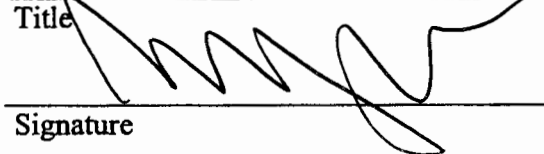
By:


Signature (Attach Power of Attorney)

Robert Downey

Print Name

Attorney-in-Fact


Title

Attest:

Signature

Molli J. Hansen, Witness

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and

2.3 Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract; or
2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker: J. Ryan Bonding, Inc. P.O. Box 465, Hudson, WI 54016 800-535-0006

Owner's Representative *(Engineer or other party)*: I+S Group

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
SMITH CONCRETE SERVICES, INC.
P O BOX 372
STORM LAKE, IA 50588

SURETY (*Name, and Address of Principal Place of Business*):
Granite Re, Inc.
14001 Quailbrook Dr
Oklahoma City, OK 73134

OWNER (*Name and Address*):
CITY OF STORM LAKE
P O BOX 1086
STORM LAKE, IA 50588

CONTRACT

Effective Date of Agreement: APRIL 6, 2015

Amount: One Hundred Sixty-Six Thousand, Three Hundred Nineteen Dollars and Eighty Five Cents (\$166,319.85)

Description (*Name and Location*):

**2015 PC CONCRETE STREET IMPROVEMENT PROJECT – HOWARD ROAD
STORM LAKE, IA**

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*): APRIL 6, 2015

Amount: One Hundred Sixty-Six Thousand, Three Hundred Nineteen Dollars and Eighty Five Cents (\$166,319.85)

Modifications to this Bond Form: NONE

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

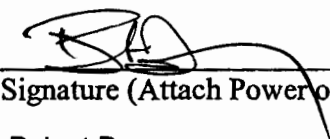
CONTRACTOR AS PRINCIPAL

SURETY

SMITH CONCRETE SERVICES, INC. (Seal)
Contractor's Name and Corporate Seal

Granite Re, Inc. (Seal)
Surety's Name and Corporate Seal

By: _____
Signature

By:  _____
Signature (Attach Power of Attorney)

Robert Downey

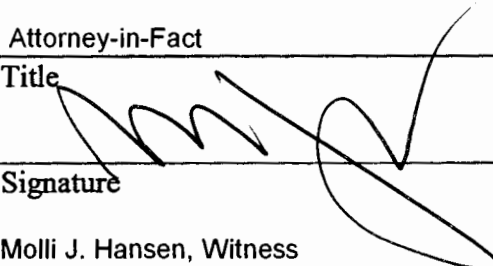
Print Name

Print Name

Title

Attorney-in-Fact
Title

Attest: _____
Signature

Attest:  _____
Signature

Molli J. Hansen, Witness

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*)

Surety Agency or Broker: J. Ryan Bonding, Inc. P.O. Box 465, Hudson, WI 54016 800-535-0006

Owner's Representative (*Engineer or other*): I+S Group

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

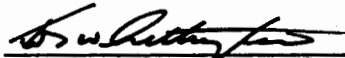
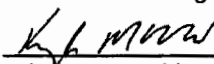
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

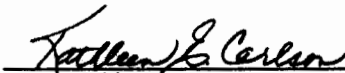



Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257




Notary Public

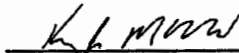
GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
day of July, 2013




Kyle P. McDonald, Secretary/Treasurer

RESOLUTION NO. 111-R-2014-2015

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as Howard Road Paving Project and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	Smith Concrete Service, Inc., Storm Lake, Iowa
Date of Contract:	April 2, 2015
Bond Surety:	Granite Re, Inc.
Date of Bond:	April 2, 2015
Portion of Project:	All

PASSED AND APPROVED this 6th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/6/2015
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: **Resolution 112-R-2014-2015 To Hold Hearing On The Intent To Acquire Property For Sanitary Sewer Improvements And Authorize Acquisition Of The Necessary Property Interests From Various Property Owners For The Sanitary Sewer Mitigation Project By Gift, Negotiation Or Eminent Domain**

BACKGROUND: Council passed a similar resolution in 2012 to acquire property for the Flood Mitigation Sanitary Sewer project. The property belonging to Drahota, Inc. and 608 Seneca, Inc. was identified as the best location for a lift station to serve Emerald Park subdivision. It was not included in the April 2012 Resolution in an attempt to reduce acquisition costs and locate the lift station on public property. The location explored will not work and the original property belonging to Drahota, Inc. and 608 Seneca, Inc. is needed to complete the project.

Drahota, Inc. and 608 Seneca, Inc. have received notices of this hearing and it has been noticed in the papers.

By following this procedure of having a public hearing and then considering the adoption of the Resolution to formally authorize the acquisition process will allow the City to continue negotiations to acquire the property for a fair price as well as, as a last resort, proceed to acquire the property through eminent domain.

FISCAL IMPACT: There is no fiscal impact to hold the public hearing.

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

ATTACHMENTS:

Description	Type
 Resolution No. 112-R-2014-2015	Resolution

RESOLUTION NO. 112-R-2014-2015

**RESOLUTION TO HOLD HEARING ON THE INTENT TO ACQUIRE
PROPERTY FOR SANITARY SEWER IMPROVEMENTS AND AUTHORIZE
ACQUISITION OF THE NECESSARY PROPERTY INTERESTS FROM
VARIOUS PROPERTY OWNERS FOR THE SANITARY SEWER MITIGATION
PROJECT BY GIFT, NEGOTIATION OR EMINENT DOMAIN**

WHEREAS, under the provisions of Chapter 6B.2D of the Iowa Code, a governmental body which proposes to acquire private property by eminent domain for certain public improvement projects is required to give notice of a proposed resolution, motion, or other document authorizing such acquisition of property to each property owner, contract purchaser of record and any tenant known to be occupying the property at least fourteen (14) days prior to the date of the meeting at which such proposed authorization will be considered; and

WHEREAS, due notice of this hearing was given as provided by law, setting forth the time and place for hearing on the proposal; and

WHEREAS, the City Council now meets as provided in the mailed notice to receive and consider input regarding the acquisition of private property interests for this Project by gift, negotiations or eminent domain; and

WHEREAS, in accordance with City Council direction, those interested in this proposed project, both for and against, have been given an opportunity to be heard with respect thereto and have presented their views to the City Council

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

1. That all objections and endorsements having been fully reviewed and considered, the hearing providing the opportunity for public input on the question of the acquisition or condemnation of property interests for this Project is hereby concluded and closed.
2. That acquisition of private property and all property interests needed for this project, including acquisition by eminent domain (condemnation) if necessary, is hereby authorized.

PASSED AND APPROVED this 6th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/6/2015

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: **Resolution 113-R-2014-2015 Authorizing The Acquisition Of Property For Sanitary Sewer Improvements And Authorizing Acquisition Of The Necessary Property Interests From Various Property Owners For The Sanitary Sewer Mitigation Project By Gift, Negotiation, Or Eminent Domain**

BACKGROUND: The provisions of Iowa State Code, Chapter 6B.2D allows a city which proposes to acquire private property by eminent domain for certain public improvement projects is required to give notice of a proposed resolution, motion or other document authorizing such acquisition of property, to each property owner, and contact the purchaser of record at least fourteen days prior to the date of the meeting at which such proposed authorization will be considered. These steps have been accomplished.

The property needed is a 0.32 acre parcel belonging to Drahota, Inc. and 608 Seneca, Inc. in Emerald Park subdivision. This land is needed to install a lift station to serve Emerald Park subdivision as well as further developments in this area. The City continues to work with Drahota, Inc. and 608 Seneca, Inc. to negotiate the purchase of the property, but time is of the essence and if negotiations fail, this resolution will allow the City to proceed to acquire the property through eminent domain. The appraiser's report estimates a value of \$18,800.

FISCAL IMPACT: There is not fiscal impact to this resolution since the fiscal impact will be the final purchase price for the property.

RECOMMENDATION: Adopt Resolution 113-R-2014-2015 Authorizing The Acquisition Of Property For Sanitary Sewer Improvements And Authorizing Acquisition Of The Necessary Property Interests From Various Property Owners For The Sanitary Sewer Mitigation Project By Gift, Negotiation, Or Eminent Domain.

ATTACHMENTS:

Description	Type
□ Resolution No. 113-R-2014-2015	Resolution

RESOLUTION NO. 113-R-2014-2015

**RESOLUTION TO AUTHORIZE ACQUISITION OF THE NECESSARY
PROPERTY INTERESTS FROM VARIOUS PROPERTY OWNERS FOR THE
SANITARY SEWER MITIGATION PROJECT BY GIFT, NEGOTIATION OR
EMINENT DOMAIN**

WHEREAS, under the provisions of Chapter 6B.2D of the Iowa Code, a governmental body which proposes to acquire private property by eminent domain for certain public improvement projects is required to give notice of a proposed resolution, motion, or other document authorizing such acquisition of property to each property owner, contract purchaser of record and any tenant known to be occupying the property at least fourteen (14) days prior to the date of the meeting at which such proposed authorization will be considered; and

WHEREAS, due notice of this hearing was given as provided by law, setting forth the time and place for hearing on the proposal; and

WHEREAS, the City Council now meets as provided in the mailed notice to receive and consider input regarding the acquisition of private property interests for this Project by gift, negotiations or eminent domain; and

WHEREAS, in accordance with City Council direction, those interested in this proposed project, both for and against, have been given an opportunity to be heard with respect thereto and have presented their views to the City Council

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

1. That all objections and endorsements having been fully reviewed and considered, the hearing providing the opportunity for public input on the question of the acquisition or condemnation of property interests for this Project is hereby concluded and closed.
2. That acquisition of private property and all property interests needed for this project, including acquisition by eminent domain (condemnation) if necessary, is hereby authorized.

PASSED AND APPROVED this 6th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/6/2015
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: Jennifer Movall, Finance Department Manager

SUBJECT: Motion to Approve Bond Counsel Agreement with Ahlers & Cooney, P.C.

BACKGROUND: The purpose of the Bond Counsel Agreement is to disclose and memorialize the terms and condition under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to the City in connection with the issuance of bonds, notes, or other obligations.

In their role as Bond Counsel they will provide the following services:

- Render their legal opinion regarding the validity and enforceability of the bonds, the source of payment and security for the Bonds and the tax status of the bonds, if applicable.
- Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the bonds
- Review legal issues relating to the structure of the bond issue
- Review or prepare those sections of the official statement in connection with the sale of bonds
- Assist the City in presenting information to bond rating organizations and providers of credit (upon request)
- Prepare the notice of sale relating to the competitive sale of Bonds.
- File appropriate paperwork with the IRS after Closing.

Any services provided outside of the above scope will require a separate written agreement before any work is done.

FISCAL IMPACT: The bond fees vary based on the issue amount, the structure of the bond and the duties performed by Ahlers & Cooney. They estimate other costs including travel, copies, bond printing and other related expenses at a NTE amount of \$750 per issue.

RECOMMENDATION: Approve Bond Counsel Agreement with Ahlers & Cooney, P.C.

ATTACHMENTS:

Description		Type
	Bond Counsel Agreement	Contract

AHLERS & COONEY, P.C.

100 COURT AVENUE, SUITE 600
DES MOINES, IOWA 50309-2231
FAX: 515-243-2149
WWW.AHLERSLAW.COM

J. Eric Boehlert
Eboehlert@ahlerslaw.com

Direct Dial:
515.246.0367

March 24, 2015

VIA EMAIL

Mayor and City Council
c/o Justin Yarosevich
City of Storm Lake
620 Erie Street
Storm Lake, Iowa 50588

RE: BOND COUNSEL ENGAGEMENT AGREEMENT

Dear Mayor and Council:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to the City of Storm Lake, Iowa (the "Issuer") in connection with the issuance from time to time of bonds, notes, or other obligations ("Bonds"). We understand the Issuer currently retains, and expects to continue to obtain the advice of Piper Jaffray & Co., a Municipal Advisor properly registered with the MSRB in connection with the issuance of the Bonds. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel services described herein.

SCOPE OF ENGAGEMENT

In the role of Bond Counsel, we will provide the following services:

- (1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal and state of Iowa, if applicable, income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, including election proceedings, if necessary, and coordinate the authorization and execution of such documents.
- (3) Review legal issues relating to the structure of the Bond issue.

- (4) Review or prepare those sections of the official statement, private placement memorandum or other form of offering or disclosure document (the “Offering Documents”) to be disseminated in connection with the sale of the Bonds that describe the terms of the Bonds, Iowa and federal law pertinent to the validity of the Bonds, the tax status of interest on the Bonds, the Bond Opinion and the Issuer’s Continuing Disclosure Certificate, if applicable.
- (5) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
- (6) Prepare the notice of sale relating to the competitive sale of Bonds.
- (7) Draft the Continuing Disclosure Certificate of the Issuer, if applicable.
- (8) File an appropriate Form 8038 with the IRS after Closing.

As bond counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the “Closing”) and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

The duties covered by a fee for Bonds issued under this engagement are limited to those expressly set forth above. Our fee for a Bond issue does not include the following services, or any other matter not required to render our Bond Opinion:

- (a) Except as described in paragraph (4) above, assisting in the preparation or review of the Offering Documents with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Offering Documents do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (b) Preparing requests for tax rulings from the Internal Revenue Service, or “no action” letters from the Securities and Exchange Commission.
- (c) Drafting state constitutional or legislative amendments.

- (d) Pursuing test cases or other litigation, such as contested validation proceedings.
- (e) Except as described in paragraph (7) above, assisting in the preparation of, or opinion on, a continuing disclosure undertaking pertaining to the Bonds, or after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking, including monitoring Issuer's continued compliance with the undertaking.
- (f) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (g) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written engagement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)–(k) below, are not included in this Agreement, nor will they be provided by us at any time.

- (h) Acting as an underwriter, or otherwise marketing the Bonds.
- (i) Acting in a financial advisory role.
- (j) Preparing blue sky or investment surveys with respect to the Bonds.
- (k) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement and upon notification that bond counsel services are requested of us hereunder, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of each series of Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this Agreement with respect to a Series of Bonds will be concluded upon issuance of such Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate completed Internal Revenue Service Form 8038 and, if requested by the Issuer, prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Bond Fees:

The fee we charge for services rendered under this Agreement for each series of Bonds for which we give a Bond Opinion is based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we will communicate our anticipated fee to the Issuer's finance team, including your Municipal Advisor, as applicable, for purposes of sizing each new Bond issue. It is anticipated that our fee will be capitalized into the Bond issue. It is understood that the Finance Director is delegated authority to approve our fees. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount anticipated at the time we advised you of our fee estimate; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease

in our time or responsibility. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the Bond Counsel services outlined above but we will do so in the event that circumstances require.

In addition to our Bond fee, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, bond printing, and other related expenses. We estimate that such charges will not exceed \$750 (per issue). We will contact you prior to incurring expenses that exceed this amount.

Billing Matters:

We will submit a summary invoice for the professional services described herein after Closing for each Bond issue. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion). My current hourly rate is \$285. Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at \$200, and work by legal assistants will be billed at \$100. The hourly rates reflected herein are subject to our periodic review and adjustment – typically annually.

Other Advice:

If requested, we will maintain one or more separate accounts for periodic services rendered to the City in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, e.g. SRF compliance or procedures; (iii) compliance with continuing disclosure undertaking(s), (iv) the impact of specified actions on tax-exempt status of outstanding Bonds, (v) legislative initiatives and proposals, or (vi) other matters the City may seek advice guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney performing the services. Statements

March 24, 2015

Page 6

for any such additional services shall be submitted periodically, but no less frequently than semi-annually.

RECORDS

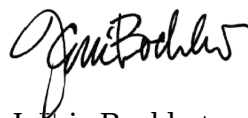
At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

Please carefully review the terms and conditions of this Agreement. If the above correctly reflects our mutual understanding please obtain necessary approvals, execute, date and return to me an executed copy of this letter. Please retain also an original for the Issuer's file.

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to write or call.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very Truly Yours,



J. Eric Boehlert
FOR THE FIRM

Accepted:
Storm Lake, Iowa*

By _____ Date: _____

*Approved by action of the governing body on April 6, 2015.

JEB/sk

01032313-1\11149-000

Staff Summary

4/6/2015
Agenda Item # 13.



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

REPORT TO: Honorable Mayor and City Council

FROM: Jennifer Movall, Finance Department Manager

SUBJECT: Motion To Approve Contract With Piper Jaffray For Financial Services

BACKGROUND: As the City moves forward with the refinancing of the 1/1/2006 \$6.0M Taxable General Obligation Bonds, the 6/1/2007 \$1.5M Taxable General Obligation Bonds and the 9/1/2006 \$5.4M Annual Appropriation Urban Renewal General Obligation Bonds it is necessary to have an agreement between the City of Storm Lake and our Financial Advisors, Piper Jaffray. The agreement for these services is attached to this staff summary for Council's review.

The City has utilized the services of Piper Jaffray for bonding and borrowing several times over the past several years and has had a good relationship with their staff during those times.

The agreement outlines the scope of services that Piper will provide the City in relationship to the refinancing of the above bond issues. Services include proposing bond terms, developing a timeline with respect to the issuance, distribution of the City's official statement, evaluation and recommendation of bids, and coordination of the closing.

This agreement also includes a section regarding Annual Appropriation bonds. Since the City is refinancing the \$5.4M Annual Appropriation bond we are required to retain Disclosure Counsel. This was taken care of with the approval of the Disclosure Counsel Agreement with Ahlers & Cooney, P.C. in a previous agenda item.

The City's Bond Counsel and staff have both reviewed the agreement and find it to be in order.

FISCAL IMPACT: The agreement calls for a minimum fee of \$8,000 per issue with a maximum fee of \$15,000 per issue billed at the time of closing of each security.

RECOMMENDATION: Approve contract with Piper Jaffray for financial services.

ATTACHMENTS:

Description		Type
	Piper Jaffray Financial Services Agreement	Contract

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Services Agreement, (the “Agreement”) is entered into the __th day of ____ 2015, by and between the City of Storm Lake, Iowa (the “Issuer”), and Piper Jaffray & Co. (“Piper”).

RECITALS

WHEREAS, the Issuer requires the provision of financial services in connection with the issuance by the Issuer of general obligation bonds, notes or other obligations, in one or more series, the proceeds of which will be used by the Issuer to refinance the Issuer’s 1/1/2006 Taxable General Obligation Bonds, 6/1/2007 Taxable General Obligation Bonds and 9/1/2006 Annual Appropriation Urban Renewal General Obligation Bonds, (the “Project”)

WHEREAS, the Issuer desires to engage Piper to render the services.

WHEREAS, the Issuer has selected Ahlers & Cooney P.C. as bond counsel (“Bond Counsel”) and has not relied on Piper for any assistance selecting Bond Counsel, Piper is not party to the engagement agreement between Issuer and Bond Counsel, including having a working knowledge of any limitations under said agreement; and Piper shall assume no responsibility for the work or opinions provided by Bond Counsel;

WHEREAS, if the Issuer determines that any portion of the Project is to be “subject to annual appropriation” the Issuer will select one or more nationally recognized law firm(s) with expertise in municipal securities disclosure practices and procedures, as well as Iowa municipal finance laws, to provide all necessary legal advice surrounding any and all official statements and other disclosure documents (“Disclosure Counsel”).

NOW THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the parties agree as follows:

Section 1. Scope of Services. The Scope of Services shall include assistance in the following areas:

- a) Propose bond terms for the securities being sold
- b) Develop a timeline with respect to the issuance of proposed securities
- c) Upon completion of the official statement by the Issuer, distribute Issuer’s official statement to potential bidders via I-Deal
- d) If a sealed bid structure is chosen by the Issuer, evaluate and recommend the bids received to the Council for consideration
- e) If a negotiated sale is chosen by the Issuer, review the managing underwriter’s proposed bond terms for the securities being sold; comment on the appropriateness of such terms
- f) Coordinate the closing of the transaction

Extent of Duties Arising under this Agreement

The Issuer and Piper intend and agree that, to the extent the performance of services by Piper with respect to a Project constitutes municipal advisory activities within the meaning of proposed rule 15Ba1 of the Securities Exchange Act of 1934 or otherwise creates a duty of Piper under Section 15B(c)(1) of the Securities Exchange Act of 1934 or Rule G-23 of the Municipal Securities Rulemaking Board, such duty does not extend beyond the services to be provided with respect to that Project and such duty does not extend to any other contract, agreement, relationship, or understanding of any nature between the Issuer and Piper.

Section 2. Compensation. The Issuer shall pay Piper a fee of 0.3% of the gross proceeds of securities sold, with a minimum fee of \$8,000 per issue and a maximum fee of \$15,000 per issue. Billing will be

submitted to Issuer at the time of closing of the security in question, and is due and payable upon receipt.

Section 3 Expenses: In the event that the Issuer determines to finance any portion of the Project as “subject to annual appropriation” and the Issuer does not retain Disclosure Counsel, the Issuer will reimburse Piper for the cost of counsel to Piper in addition to the fees outlined above, up to a cap of \$7,000. The Issuer will reimburse Piper for all of Piper’s out-of-pocket travel-related expenses necessary in fulfilling its duties outlined herein. The Issuer will be responsible for the payment of all fees and expenses commonly known as Costs of Issuance, including but not limited to: CUSIP numbers, publication expenses, Counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

Section 4. Term of Agreement. The term of this Agreement shall begin on the date of execution set forth above and shall terminate on the completion of the Project.

So long as Piper is performing pursuant to this Agreement, the Issuer may not terminate this Agreement at any time prior to completion of the Project. In the event of non-performance on the part of Piper, the Issuer shall first give written notice to Piper of the specific event of non-performance, and shall allow Piper 30-days to remedy the specific item of non-performance, prior to termination. If Piper fails to remedy the specific item of non-performance within the prescribed 30-day period of time, then the Issuer may, at that point, terminate this Agreement by providing payment to Piper for all Reasonable Fees.

Piper may terminate this Agreement at any time, however, in the event of termination, only the sum of the fees earned, whether previously billed to the Issuer or not, shall be due and payable.

Reasonable Fees shall mean: With respect to each component of Bonds, the gross fee for that component of bonds multiplied by the ratio that is the total amount of time, in months, that have passed since the execution of this Agreement divided by the total amount of time, in months, necessary to financial closing of the component of Bonds in question. By way of example, if the Agreement is executed on January 1, 2015, and the expected completion of one component of Bonds is September 1, 2015 (that being 8 months), and the Agreement is terminated on July 1, 2015 (6 months after execution), then the ratio shall be gross fee multiplied by (6/8).

The provisions of Sections 3, 4, 11, 14 and 15 shall survive termination of this Agreement.

Section 5. Independent Contractor. Piper is an independent contractor and nothing herein contained shall constitute or designate Piper or any of its employees or agents as employees or agents of the Issuer.

Section 6. Assignment. Neither Piper nor the Issuer shall have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other party. Acquisition of Piper by a third party firm shall not constitute an assignment of this Agreement.

Section 7. Entire Agreement/Amendments. This Agreement, including any amendments hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Piper and the Issuer.

Section 8 Not Liable for Advice of Third Party Pipers: Should the Issuer seek advice from third party financial services providers, bankers or legal advisors or others providing guidance similar in scope to

that contemplated herein, the Issuer agrees that Piper shall not be held liable for advice or recommendations made to the Issuer by third party financial services providers, , banker or legal advisors.

Section 9. Legal Advice. Piper is not legal counsel or an accountant and is not providing legal or accounting guidance. None of the Services contemplated in this Agreement shall be construed as or a substitute for legal services.

The parties agree that Piper is not party to the engagement agreement between Issuer and (all, if used by the Issuer) its Issuer's Counsel, Bond Counsel or Disclosure Counsel (collectively, "Counsel"), including having a working knowledge of any limitations under said agreements; and Piper shall assume no responsibility for the work or opinions provided by Counsel. The Issuer represents that it did not rely on Piper for assistance in selecting or evaluating said Counsel.

Section 10. Issuer Disclosure Obligation The Issuer acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer and that the failure of Piper to advise the Issuer respecting these laws shall not constitute a breach by Piper or any of its duties and responsibilities under this Agreement.

The antifraud provisions of the federal securities laws apply to statements made by issuers, whether made in a Preliminary Official Statement, a final Official Statement, (collectively, "Offering Documents") on a website or in a rating agency presentation (if reasonably expected to reach investors) or if made by issuers in connection with secondary market information required to be disseminated under relevant contracts. Under SEC Rule 10b-5 (adopted pursuant to Section 10(b) of the Securities Exchange Act of 1934), it is unlawful for any person, in connection with the disclosures made, to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading. The Issuer hereby acknowledges responsibility with respect to compliance with federal securities laws and represents their intention to comply in all respects with federal securities laws. The parties acknowledges that the Offering Documents are statements of the Issuer and not of Piper Jaffray.

Section 11. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Issuer at:

City of Storm Lake
Office of the City Clerk
City Hall, P.O. Box 1086
Storm Lake, IA 50588-1086

or to Piper at:

Piper Jaffray & Co.
3900 Ingersoll Ave. Suite 110
Des Moines, IA 50312
Attention Public Finance Department

Section 12. Consent to Jurisdiction; Service of Process. The parties each hereby (a) agrees, with respect to any actions and proceedings arising out of or relating to this Agreement, (i) if Piper brings an action against Issuer, to submit to the jurisdiction of any Federal court sitting in Des Moines, Iowa or

state court sitting in Buena Vista County, Iowa; (ii) if the Issuer brings an action against Piper, to submit to the jurisdiction of any Federal court sitting in Des Moines, Iowa or state court sitting in Polk County, Iowa; (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, and (d) agrees not to commence any action or proceeding relating to this Agreement other than as specified in Section 12(a) herein.

Section 13. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

Section 14. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and their respective successors, heirs and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 15. Waiver of Jury Trial. The parties each hereby agree to waive any right to a trial by jury with respect to any claim, counterclaim or action arising out of or in connection with this agreement or the transactions contemplated hereby.

Section 16. General. The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

The captions in this Agreement are included for convenience of reference only and are in no way meant to define or limit any of the provisions contained in this Agreement or otherwise affect their construction or effect. When a word or phrase is enclosed in parenthesis and quotation marks, i.e., ("Word"), then that word or phrase shall be interpreted as if fully written out in the following format: "(hereinafter referred to as the 'Word')," and thereafter in this Agreement, that word or phrase shall stand as an abbreviation of the longer phrase to which it relates.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms (a) that it has taken all necessary action to authorize said representative to execute this Agreement, and (b) that it has read the attached DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION, and has asked any questions or sought any clarification about the disclosure, with no further questions about said disclosure.

City of Storm Lake, Iowa

By: _____
Title:

Piper Jaffray & Co.

By: _____
Managing Director

DISCLOSURE OF CONFLICTS OF INTEREST WITH VARIOUS FORMS OF COMPENSATION

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure even if you have already chosen a particular form of compensation. The municipal advisor's client should select a form of compensation that best meets its needs and the agreed upon scope of services.

Forms of Compensation; Potential Conflicts. The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

Staff Summary

4/6/2015
Agenda Item # 14.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Setting Public Hearing On Plans, Specifications, & Form Of Contract For North Central Storm Water Project**

BACKGROUND: This agenda item will set the public hearing on the plans, specifications, and form of contract for the North Central Storm Water Project for Monday, April 20, 2015 at 5:00PM.

The City is required by Iowa Law to set and then hold a Public Hearing prior to approval of the plans, specifications, and form of contract and the holding of a bid letting. This agenda will simply set the date and time for the hearing and direct the City Clerk to publish notice of the hearing as required by Iowa Law.

Again this would set the date and time of the hearing for April 20, 2015 at 5:00PM.

A set of the plans, specifications and cost estimate is on file in the office of the City Clerk.

FISCAL IMPACT: The cost of this agenda action is the cost of publication of the hearing which staff estimates to be \$100.00.

RECOMMENDATION: Approve the Motion - Setting the Public Hearing for April 20, 2015 at 5:00PM.

Staff Summary

4/6/2015

Agenda Item # 15.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mike Wilson, Community Development Director

SUBJECT: **Ordinance No. 06-O-2014-2015 Related To Serving As A RAGBRAI Overnight Host City - 1st Reading Ordinance**

BACKGROUND: As is well known Storm Lake was selected to serve as a RAGBRAI overnight host community on July 19, 2015. This proposed Ordinance addresses several issues:

- Sets vendor fees for non-profit and for-profit food and non-food vendor booths.
- Establishes a deadline for applications to be submitted.
- Establishes a late fee for applications received after the deadline
- Designates the Great Lawn as the primary location for entertainment and the beverage garden.
- Sets the fee for electrical use
- Sets the refundable clean up fee.

Once this Ordinance is approved the Vendor Committee will begin accepting vendor applications.

FISCAL IMPACT: No negative fiscal impact to the City. Fees generated from provisions of this ordinance are a source of revenue for the RAGBRAI Committee to help offset their costs.

RECOMMENDATION: Approve the Ordinance # 06-O-2014-2015 on
1st Reading - April 6, 2015
2nd Reading - April 20, 2015
3rd Reading - May 4, 2015

ATTACHMENTS:

Description	Type
 Ordinance No. 06-O-2014-2015	Ordinance
 Map of area	Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA ENACTED TO ASSIST CITY OFFICIALS AND THE RAGBRAI COMMITTEE DEAL WITH THE PUBLIC HEALTH AND SAFETY ISSUES CREATED BY THE INFUSION OF A LARGE NUMBER OF PEOPLE INTO THE CITY OF STORM LAKE WHEN THE DES MOINES REGISTER'S ANNUAL GREAT BICYCLE RIDE ACROSS IOWA (RAGBRAI) ARRIVES IN STORM LAKE ON JULY 19, 2015, AND DEPARTS ON JULY 20, 2015

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

Section I. That the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa be amended by the following Ordinance designated "RAGBRAI ORDINANCE", which because of its temporary nature shall not be printed as part of the permanent Code of Ordinances. The RAGBRAI Ordinance is as follows:

“RAGBRAI ORDINANCE

Section 1. Definitions

A. As used herein, "food" shall include food products of all kind including food packaged for consumption off premises as well as meals prepared for consumption either on or off premises. Food shall also include beverages of every kind, including both alcoholic and nonalcoholic, except for water provided without cost to the consumer.

B. As used herein, "person" shall include any individual person, club, group, organization, partnership, corporation or entity of any kind.

C. As used herein, the “RAGBRAI Committee” means the Advisory Board and the Executive Committee as designated by the City of Storm Lake and the Storm Lake United Board.

Section 2. Commercial Food Booth – Permit Required

No for-profit person shall provide or sell food to the public in Storm Lake, Iowa on July 19, 2015 or July 20, 2015 at a location other than the person's regularly-established place of business unless the person shall first obtain a Commercial Food Booth Permit from the RAGBRAI Committee through Storm Lake United located at 119 West 6th Street, Storm Lake, Iowa.

Section 3. Commercial Food Booth Fee

The fee for a Commercial Food Booth Permit shall be \$700.00.

Section 4. Commercial Food Booth Location

A vendor who has been granted a Commercial Food Booth Permit under the provisions of Section 2 shall locate its temporary sale facility during the period of July 19, 2015 and July 20, 2015 only in that vendor's area as is designated by the RAGBRAI Committee and in no other area.

Section 5. Non-Profit Food Booth – Permit Required

No non-profit person of any kind shall provide or sell food to the public in Storm Lake on July 19, 2015 or July 20, 2015, unless the person shall first obtain a Non-Profit Food Booth permit from the Storm Lake RAGBRAI Committee through Storm Lake United located at 119 West 6th Street, Storm Lake, Iowa.

As an exception to the foregoing, the RAGBRAI Committee shall be authorized to waive the minimum fee if the applicant or applicants are children or youth under the age of 18 years not associated with any group or organization if in the sole discretion of the RAGBRAI Committee the imposition of the permit fee would be unduly burdensome. All fees imposed pursuant to this section shall be the property of the RAGBRAI Committee for use in covering the costs incurred by the RAGBRAI Committee in hosting RAGBRAI within the City of Storm Lake on July 19, 2015 and July 20, 2015.

Section 6. Non-Profit Food Booth Fees

The fee for a Non-Profit Food Booth Permit shall be \$300.00.

Section 7. Non-Profit Food Booth Location

A vendor who has been granted a Non-Profit Food Booth Permit under the provisions of Section 5 shall locate its temporary facility during the period of July 19, 2015 and July 20, 2015 only in that vendor's area as is designated by the RAGBRAI Committee and in no other area.

Section 8. Health Regulations

A person issued a Commercial or Non-profit Food Booth Permit pursuant to this Ordinance shall comply with the Iowa Department of Health and Buena Vista County Department of Health rules and regulations pertaining to the sale and dispensing of food for consumption on its premises, including, but not limited to, the obtaining of appropriate permits.

Section 9. Commercial Non-Food Booth – Permit Required

No For-Profit person shall provide or sell merchandise to the public in Storm Lake, Iowa on July 19, 2015 and July 20, 2015 at a location other than the person's regularly-established place of business unless the person shall first obtain a Commercial Non-Food Booth Permit from the RAGBRAI Committee at the Storm Lake United Office located at 119 West 6th Street, Storm Lake, Iowa.

Section 10 Commercial Non-Food Booth Fees

The fee for a Commercial Non-food Booth Permit shall be \$700.00.

Section 11. Commercial Non-Food Booth Location

A vendor who has been granted a Commercial Non-Food Booth Permit under the provisions of Section 9 shall locate its temporary sale facility during the period of July 19, 2015 and July 20, 2015 only in that vendor's area as is designated by the RAGBRAI Committee and in no other area.

Section 12. Non-Profit Non-Food Booth – Permit Required

No non-profit person shall sell merchandise to the public on July 19, 2015 or July 20, 2015, unless the person shall first obtain a Non-Profit Non-Food Booth Permit from the RAGBRAI Committee through Storm Lake United located at 119 West 6th Street, Storm Lake, Iowa.

Section 13. Non-Profit Non-Food Booth Fees

The fee for a local Non-Profit Non-Food Booth Permit shall be \$300.00.

Section 14. Non-Profit Booth Non-Food Location

A vendor who has been granted a Storm Lake Non-Profit Non-Food Booth Permit under the provisions of Section 12 shall locate its temporary facility during the period of July 19, 2015 and July 20, 2015 only in that vendor's area as is designated by the RAGBRAI Committee and in no other area.

Section 15. Refundable Cleanup Deposit

Permitted vendors shall pay, at the time of application, a \$100.00 refundable deposit. If cleanup of the site is approved by the Sanitation Committee, the deposit will be refunded.

Section 16. Declining Permit

The RAGBRAI Committee shall have sole discretion to decline to issue a permit for any reason, provided, however, that no application for a permit shall be denied based upon the race, creed, color, sex, age, or country of origin of the applicant or denied for any reason proscribed by law.

Section 17. Application Deadline

All applications for permits must be received by June 15, 2015. Applications received after June 15, 2015 may be approved in the discretion of the RAGBRAI Committee, but, if approved, shall be subject to a \$250.00 late fee.

Section 18. Electrical Service

The fee for providing electrical service to each booth shall be \$100.00 per booth.

Section 19. Outdoor Alcoholic Beverage Garden.

The presence of 20,000 to 25,000 extra people in Storm Lake on July 19, 2015, many of whom may be consuming alcoholic beverages, has the potential to overwhelm local law enforcement personnel. Therefore, in order to ensure public safety and to facilitate police protection, the Council determines that there may be no more than one applicant permitted to operate an outdoor alcoholic beverage garden from a temporary location with a five day or fourteen day beer permit and/or five day or fourteen day liquor license. To help support the cost incurred by the RAGBRAI Committee to host RAGBRAI as an overnight stop, the RAGBRAI Committee, or its designee, shall have the first option to apply for the necessary permits or licenses to operate such alcoholic beverage garden at such location, but if the Committee does not secure such a permit and/or license before July 1, 2015, the Council shall have the option to consider applications from other vendors. Businesses that have an existing liquor license for an outdoor beverage garden as of the date of approval of this Ordinance shall be permitted to operate such within the space defined in their license.

Section 20. Motorized Vehicles

The use of motorized vehicles such as scooters, golf carts, ATV's, and similar vehicles are prohibited in event venue areas, as designated by the RAGBRAI Committee, unless specifically authorized by the RAGBRAI Committee or the Storm Lake Public Safety Department.

Section 21. Nuisance

The sale of food or merchandise, or the erection of a temporary facility for the sale of food or other merchandise, without the permit required by this Ordinance on July 19, 2015 and July 20, 2015 in violation of this Chapter shall be considered a nuisance as defined by Section 8-1-1(A) of this Municipal Code. If this type of nuisance is determined to exist by the Director of Public Safety, an emergency abatement procedure pursuant to 8-1-8 of the Municipal Code is hereby authorized and may be executed by any peace officer or those acting at their direction by dismantling and removing the nuisance without notice.

Section 22. Street Closings

During the Effective dates of this ordinance and without prior Council approval regarding the blocking of any city streets, any Storm Lake police officer, or those at their direction, may place barricades or road blocks in any City street, alley or roadway to redirect vehicular traffic in order to enhance the proper and safe flow of bicycle and vehicular traffic within the City limits of the City of Storm Lake.

Section 23. Non-Glass, Non-Metal Containers

To promote public safety during RAGBRAI, all beverages, both alcoholic and nonalcoholic, sold in Storm Lake, Iowa, by any business, food vendor, permittee, restaurant, service station, convenience store, grocery store, liquor store or other establishment from 6:00 a.m. on July 19, 2015 until 10:00 a.m. on July 20, 2015 shall be sold in non-glass, non-metal containers. With respect to a holder of a beer permit or a liquor license, this provision shall not apply to sales of beer, liquor or other beverage which are to be consumed off premise. Sales of any beverage by beer permit holder or liquor license holder which is to be consumed on the premises, whether within the building or outside the building if permitted by the beer permit or liquor license, shall not be served in glass containers but may be served in metal cans.

Section 24. Primary Entertainment Venue and Beverage Garden

The primary entertainment venue and the location of the beverage garden shall be on the Great Lawn of the City of Storm Lake as shown on the attached map which is incorporated by reference. The beverage garden shall be constructed so as to meet the requirements of the vendor's liquor liability insurance and the liquor license or beer permit.

Section 25. Violations - Penalties

Selling or supplying food or merchandise to the public without the permit required by this Ordinance on July 19, 2015 or July 20, 2015, and any other violation of this Ordinance constitutes a municipal infraction under Chapter 1-20 of the Municipal Code of the City of Storm Lake, Iowa and Section 364.22 of the Code of Iowa. If a person sells or supplies food or merchandise to the public without the required permit, in addition to any other remedy available to the City of Storm Lake, Iowa, the RAGBRAI Committee, in its discretion, may nevertheless issue to the person the appropriate permit, subject to payment by the person of the required booth fee, regular late fee, and an additional late fee of \$1,000.00.

Section 26. Effective

The provisions of this Ordinance shall be in effect from the effective date of this Ordinance until 5:00 p.m. on July 20, 2015.

Section 27. Certain Ordinances Suspended

Effective July 19, 2015 at 6:00 a.m. to July 20, 2015 at 5:00 p.m., Section 9-10-2, Chapter 9-11 as related to bicycles, and Section 9-12-3 of the City Municipal Code shall be suspended and shall not be enforced."

Section II. All previous ordinances or parts of such ordinances in conflict with provisions of this Ordinance are hereby repealed.

Section III. If any section, provision or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole, or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

Section IV. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk



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03/25/2014

Staff Summary

4/6/2015
Agenda Item # 16.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mike Wilson, Community Development Director

SUBJECT: **Resolution No. 114-R-2014-2015 Accepting And Awarding The Bid For The Façade Renovation Project**

BACKGROUND: On February 24, 2015 the City accepted bids for the façade renovation project. Only one bid was received, that being from Cornerstone Commercial Contractors of Corning, Iowa. The bid was for \$650,111.00 which was 25% over the architect's final estimate.

The contractor was required to provide costs for each individual building. For the most part, in those instances where the bids were close to the estimate, those owners have committed to proceed with the project. In those instances where the bid far exceeded the estimate, those owners have declined to proceed.

There are nine building owners committed to proceed. The bid price for the work on those buildings is \$547,281; the estimate was \$544,880, a difference of .5%.

The contractor has provided a change order which includes a full bid reduction for those owners who declined to proceed. The change order also includes a scope reduction on one building and alternate work on four buildings.

The grant administrator has requested approval from IEDA to move forward even though the scope of the project is less than originally intended. That approval is pending as of this writing.

Assuming IEDA approval we will present the contract and change order for approval at the April 20, 2015 Council meeting.

FISCAL IMPACT: Total cost of the project after the change order is approved is now estimated to be \$660,028 including architect and grant administration costs. This will be paid by the City' contribution to the project of \$100,000, \$164,184 owner's contribution and grants funds of \$395,844.

RECOMMENDATION: Adopt Resolution No. 114-R-2014-2015

ATTACHMENTS:

Description	Type
 Resolution No. 114-R-2014-2015	Resolution

RESOLUTION NO. 114-R-2014-2015

RESOLUTION ACCEPTING AND AWARDING BID FOR THE CITY OF STORM LAKE DOWNTOWN FAÇADE RENOVATION PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the City of Storm Lake Downtown Façade Renovation Project, described in the plans and specifications heretofore adopted by this Council on February 2, 2015 be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Cornerstone Commercial Contractors, Corning, IA
Amount of bid:	\$547,281.00
Portion of bid:	All

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

PASSED AND APPROVED this 6th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/6/2015
Agenda Item # 17.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mike Wilson, Community Development Director

SUBJECT: **Resolution No. 115-R-2014-2015 Setting A Public Hearing On The Proposed Vacation Of A Portion Of The Michigan Street Right Of Way**

BACKGROUND: Michigan Street is platted for about two blocks North of 14th Street. The ROW dead ends at the south line of the Rasmussen Ford property. That portion of the street has not been completed and there is no foreseeable need for the City to ever complete that portion.

Three of the neighboring property owners are interested in buying the portion of the ROW that adjoins their property. In order to sell the property to those neighboring property owners the City must first vacate the ROW.

Please refer to the attached map of the area.

This Resolution will set a Public Hearing on the proposed vacation for Monday April 20, 2015 at 5:00 PM at Storm Lake City Hall.

FISCAL IMPACT: Only fiscal impact associated with setting the Public Hearing is the publishing cost.

RECOMMENDATION: Adopt Resolution No. 115-R-2014-2015 Setting Public Hearing

ATTACHMENTS:

Description	Type
Resolution No. 115-R-2014-2015	Resolution
Map	Map

RESOLUTION NO. 115-R-2014-2015

RESOLUTION SCHEDULING A PUBLIC HEARING ON A PROPOSED VACATION OF AN UNIMPROVED PART OF THE MICHIGAN STREET RIGHT-OF-WAY BETWEEN BLOCKS 2 AND 3 IN SECOND C-M-C SUBDIVISION TO STORM LAKE, BUENA VISTA COUNTY, IOWA

WHEREAS, on April 20, 2015, the City of Storm Lake, Iowa will consider an Ordinance on first reading that, if enacted, would officially and permanently close and vacate an unimproved part of the Michigan Street right-of-way between Blocks 2 and 3 in Second C-M-C Subdivision to Storm Lake, Buena Vista County, Iowa, comprised of three surveyed parcels more fully described as follows:

PARCEL 1:

Beginning at the Northeast (NE) corner of Lot Four (4), Block Two (2) in said Second C-M-C Subdivision; thence North 89°48'52" East, along the North line of said Second C-M-C Addition, 60.00 Feet to the West line of Block Three (3); thence South 00°00'00" West, along said West line, 184.84 Feet to the Southwest (SW) corner of Lot Three (3) in said Block Three (3); thence North 76°09'00" West, 61.80 Feet to the East line of Block Two (2); thence North 00°00'00" East, along said East line, 169.85 Feet to the point of beginning.

Tract contains 0.24 acres and is subject to a utility easement over the East Thirty Feet (E.30') of the West Forty-Five Feet (W.45') thereof, and to all other easements of record;

PARCEL 2

Beginning at the Southeast (SE) corner of Lot One (1), Block Two (2) in said Second C-M-C Subdivision; thence North 89°45'36" East, 30.00 Feet to the centerline of vacated Michigan Street; thence North 00°00'00" East, along said centerline, 192.36 Feet; thence North 76°09'00" West, 30.90 Feet to the Northeast (NE) corner of Lot Two (2), Block Two (2); thence South 00°00'00" West, along the East line of said Block Two (2), 199.88 Feet to the point of beginning.

Tract contains 0.15 acres and is subject to a utility easement over the East Fifteen Feet (E.15') thereof, and to all other easements of record;

AND

PARCEL 3

Beginning at the Southwest (SW) corner of Lot One (1), Block Three (3) in said Second C-M-C Subdivision; thence North 00°00'00" East, along the West line of

said Block Three (3), 184.84 Feet to the Northwest (NW) corner of Lot Two (2), in said Block Three (3); thence North 76°09'00" West, 30.90 Feet to the centerline of vacated Michigan Street; thence South 00°00'00" West, along said centerline, 192.36 Feet to the point of beginning.

Tract contains 0.13 acres and is subject to a utility easement over the West Fifteen Feet (W.15') thereof, and to all other easements of record;

(together referred to below as the "Unimproved Michigan Street Segment."

WHEREAS, Iowa Code Section 306.11 requires that a hearing on such a proposed vacation and closing be held with notice of the hearing to be given as set forth in Iowa Code Section 306.12.

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

1. The City of Storm Lake shall hold a hearing to consider vacating and closing the Unimproved Michigan Street Segment. The hearing on the proposed vacation and closing will be held during the meeting of the City Council in the Council Chambers at City Hall, Storm Lake, Iowa commencing at 5:00 p.m. on April 20, 2015, at which hearing the City Council will hear both those who oppose and those who favor the proposal.

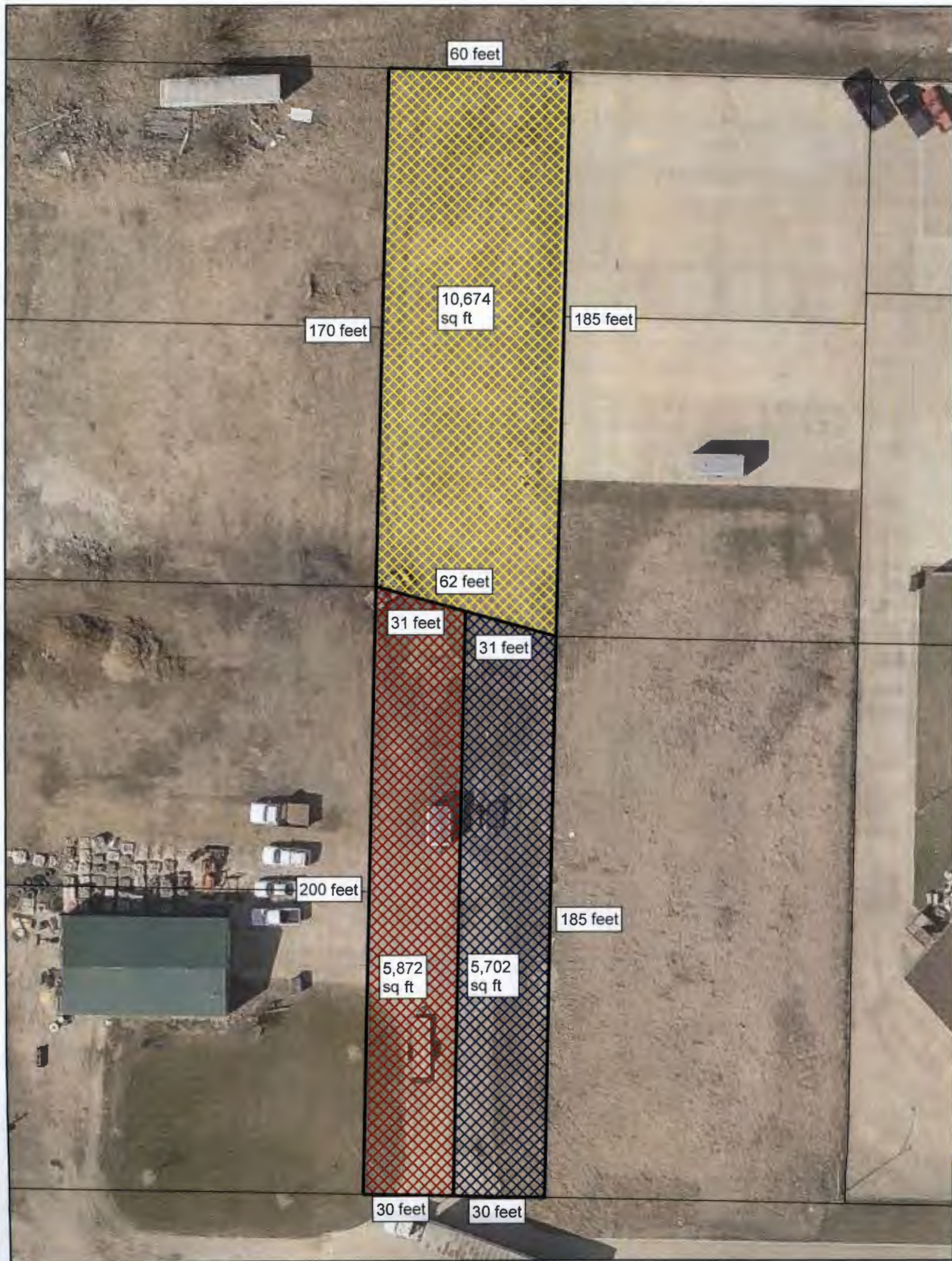
2. Pursuant to Iowa Code Section 306.12, the City Clerk shall publish in the Storm Lake Times notice of the hearing as prescribed by Iowa Code Section 306.13 not less than four days nor more than twenty days prior to the date of the hearing. The City Clerk shall also give such notice by certified mail to those persons or entities who are to receive notice by certified mail pursuant to Iowa Code Section 306.12, if any.

Passed and approved this 6th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk



Staff Summary

4/6/2015

Agenda Item # 18.



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

REPORT TO: Honorable Mayor and City Council

FROM: Jennifer Movall, Finance Department Manager

SUBJECT: Resolution No. 116-R-2014-2015 Directing Advertisement For Sale, Approving Electronic Bidding Procedures & Official Statement

BACKGROUND: The attached resolution approves several steps in the process for the \$6,885,000 Taxable General Obligation Urban Renewal Refunding Bonds for the refinancing of the 2006 \$6.0M General Obligation Bond and the 2007 \$1.5M General Obligation Bond as follows:

- Directs the City's Financial Consultant to advertise as appropriate for the sale of these bonds to firms who would be interested in the purchase of bonds from the City of Storm Lake.
- Approves the use of Electronic Bidding Procedures which the City has used with good success in the past. The use of electronic bidding procedures does not preclude potential bidders from bidding in any other appropriate manner. The electronic bid process is secure and is a generally accepted form of bidding.
- Approves the City's Official Statement regarding these bonds and the City's economic outlook and perspective. The Official Statement was drafted by the City's financial consultant and then reviewed and edited by City Staff which finds it to be in order.

FISCAL IMPACT: All costs associated with this resolution are included in the cost of fees for services rendered by the Financial Consultant, Piper Jaffray.

RECOMMENDATION: Adopt Resolution No 116-R-2014-2015

ATTACHMENTS:

Description

Type

RESOLUTION NO. 116-R-2014-2015

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$6,885,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL REFUNDING CAPITAL LOAN NOTES, SERIES 2015A, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of refunding existing City indebtedness, including the Taxable General Obligation Urban Renewal Bonds, Series 2006 and 2007, essential corporate purpose project(s), and it is deemed necessary and advisable that the City issue Taxable General Obligation Urban Renewal Capital Loan Notes, for such purpose(s) to the amount of not to exceed \$7,500,000 as authorized by Sections 384.24A, 384.25 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.24 (3)(q), 384.25, and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Notes, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Notes for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof.

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

That the receipt of electronic bids by facsimile machine and through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement (only if approval of Official Statement included) are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

That Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, of City of Storm Lake, State of Iowa, in the amount of \$6,885,000, to be issued as referred to in the preamble of this Resolution, to be dated the date of delivery, be offered for sale pursuant to the published advertisement.

That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel and the City's Financial Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

That the Clerk is hereby directed to publish notice of sale of the Notes at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date

of the sale. Publication shall be made in the "Storm Lake Times", a legal newspaper, printed wholly in the English language, published within the county in which the Notes are to be offered for sale or an adjacent county. The notice is given pursuant to Chapters 75 and 403 of the Code of Iowa, and shall state that this Council, on the 20th day of April, 2015, at 5:00 P.M., will hold a meeting to receive and act upon bids for said Notes, which bids were previously received and opened by City Officials at 1:00 P.M. on said date. The notice shall be in substantially the following form:

NOTICE OF SALE

Time and Place of Sealed Bids: Bids for the sale of Notes of the City of Storm Lake, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 620 Erie Street, Storm Lake, Iowa (the "Issuer") before 1:00 P.M., on the 20th day of April, 2015. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Notes: The Notes to be offered are the following:

TAXABLE GENERAL OBLIGATION URBAN RENEWAL
REFUNDING CAPITAL LOAN NOTES, SERIES 2015A, in the
amount of \$6,885,000*, to be dated the date of delivery (the
"Notes")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 620 Erie Street, P.O. Box 1086, Storm Lake, Iowa 50588-1086.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall, 620 Erie Street, P.O. Box 1086, Storm Lake, Iowa 50588-1086. The bids must be submitted through the PARITY® competitive bidding system.
- Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of the City Clerk at City Hall, 620 Erie Street, P.O. Box 1086, Storm Lake, Iowa 50588-1086 (facsimile number: 712-732-4114). Electronic facsimile bids will be treated as sealed bids.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Notes will be held at the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa at a meeting of the City Council on the above date at 5:00 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Notes to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 620 Erie Street, Storm Lake, Iowa or the Issuer's Financial Advisor, Piper Jaffray & Co., 3900 Ingersoll Avenue, Suite 110, Des Moines, Iowa, 50312; Telephone: 515-247-2340.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accord with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Notes will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Notes without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Notes, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Notes.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Storm Lake, State of Iowa.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

PASSED AND APPROVED this 6th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/6/2015
Agenda Item # 19.



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

REPORT TO: Honorable Mayor and City Council

FROM: Jennifer Movall, Finance Department Manager

SUBJECT: Motion of Agreement for the Fiscal Year 2016 Tax Levy

BACKGROUND: This motion will approve the amended Fiscal Year 2016 tax levy from \$13.60015 to 13.60661.

On March 18, 2015 we were notified by the Buena Vista County Auditor that we would have to reopen our FY 2016 Budget and change the tax levy and the revenues coming from the various individual levies. The Property Assessment Board settled with Hy-Vee stores which dropped the City's taxable value by \$361,638 in FY 2016.

This loss reduced the fiscal year 2016 General Fund revenues by \$3,027. It increased the levy by 0.00646. The impact of this increase to a \$100,000 residential home is \$0.37.

The state does not require that we republish the notice nor does it require formal approval by council but we wanted to make sure that council was aware of this change. The updated budget documents have been re-submitted to the state and Buena Vista County.

FISCAL IMPACT: The fiscal impact is the loss of \$3,027 to the General Fund in FY 2016.

RECOMMENDATION: Approve Motion of Agreement for the Fiscal Year 2016 Tax Levy.

Staff Summary

4/6/2015

Agenda Item # 20.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Motion to Approve Amending Land Purchase Services Agreement With Veenstra And Kimm

BACKGROUND: The original agreement for Land Purchase Services dated February 6, 2012 established a maximum fee of \$49,643. The maximum fee included an allowance of \$20,000 for independent appraisals. The agreement includes a provision the maximum fee shall be adjusted upward by the actual cost of appraisals in excess of \$20,000. The actual cost of the appraisals completed by Commercial Appraisers of Iowa during the first round of appraisals in late 2012 was \$31,000. The City just requested an appraisal for the acquisition of the site for Lift Station 2-4. The cost of the appraisal was \$5,000 bringing the total cost of the appraisals to \$36,500.

The cost for the appraisals exceeds the allowance in the agreement by \$16,500. Under the provisions of the original agreement, the maximum fee is adjusted upward by the \$16,500 difference. The language in the original agreement is structured in a manner that would appear to automatically increase the maximum fee. For clarity and documentation, this Resolution will formally amend the original Agreement.

FISCAL IMPACT: Adjusts the Land Purchase Budget of the FEMA Contract by \$16,500 in accordance with the Land Purchase Service Agreement dated February 6, 2012. Additional fees will be paid for as part of the FEMA funding formula where FEMA pays 75%, Iowa Homeland Security 10% and the City 15%.

RECOMMENDATION: Approve Amending Land Purchase Services Agreement with Veenstra And Kimm.

ATTACHMENTS:

Description	Type
 Amendment to Land Purchase Services Agreement	Contract

AMENDMENT TO AGREEMENT

LAND PURCHASE SERVICES SANITARY SEWER SYSTEM MITIGATION PROJECT (DR-1763-IA 0165) CITY OF STORM LAKE, IOWA

THIS AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____, 2015 by and between the **CITY OF STORM LAKE, IOWA**, hereinafter referred to as the "**City**", party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal office in West Des Moines, Iowa, party of the second party, hereinafter referred to as the "**Consultant**",

WITNESSETH: THAT WHEREAS in an Agreement dated February 6, 2012 the City retained the services of the Consultant for land purchase services in conjunction with the Sanitary Sewer System Mitigation Project (DR-1763-IA 0165), and

WHEREAS, under the Agreement dated February 6, 2012 the Engineers were to retain the services of an independent appraiser to determine the fair market value of property acquisitions on the project, and

WHEREAS, under the provisions of the Agreement dated February 6, 2012 the maximum compensation in the Agreement included \$20,000 for the cost of independent appraisals, and

WHEREAS, the Agreement dated February 6, 2012 provided the maximum fee under the Agreement dated February 6, 2012 would be adjusted upward by the amount of the actual cost of appraisals in excess of \$20,000, and

WHEREAS, the actual cost of appraisals completed in 2012 and 2015 totaled \$36,500, and

WHEREAS, under the provisions of the Agreement dated February 6, 2012 the maximum fee for services under the Agreement is to be adjusted upward by \$16,500.

NOW, THEREFORE, it is agreed by and between the parties hereto that the Agreement dated February 6, 2012 is amended by the following modifications, additions and deletions, to wit:

1. Under **5. COMPENSATION** following the second paragraph add the following paragraph:

"The maximum fee for services under this Agreement is increased to a maximum not to exceed fee of Sixty-six Thousand One Hundred Forty-three and 00/100 Dollars (\$66,143) with said increase totaling \$16,500 to reflect the actual cost of appraisals of \$36,500 with said adjustment being in accordance with the provisions of the second paragraph of **5. COMPENSATION** of the Agreement that provides for an upward adjustment based on the actual cost of appraisals in excess of \$20,000."

2. Except as modified herein the provisions of the Agreement dated February 6, 2012 shall remain in full force and effect.

The undersigned to hereby covenant and state this Amendment to Agreement is executed in duplicate as though each were an original and there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated there are no other considerations or monies contingent upon or resulting from the execution of this Amendment to Agreement nor have any of the above been implied by or for any party to this Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF STORM LAKE, IOWA

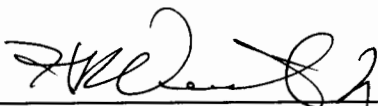
ATTEST:

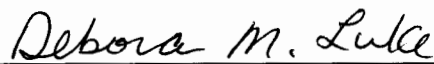
By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
H. R. Veenstra Jr., President

By  _____

Staff Summary

4/6/2015

Agenda Item # 21.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Motion to Approve Amending Agreements With Veenstra And Kimm, Phase 2 - Final Design And Construction Administration And An Agreement For Construction Observation And Inspection Services For The Storm Lake Sanitary Sewer System Mitigation Project

BACKGROUND: The construction engineering services for the FEMA wastewater mitigation project were included in three separate categories of construction administration, construction staking and construction observation. The original construction administration and construction staking services were approved by Council in the July 29, 2011 agreement. The construction observation services were in a separate agreement approved November 5, 2012.

Fees for engineering services during construction of a project are determined by the intensity of the work, and the duration of the work. The intensity of the work through most of the project up to this year has averaged the equivalent of about 1.7 resident observers. Both the construction observation and construction administration were based on the assumption the duration of combined contract periods would extend over a 21 month period from December 2012 to September 2014. V&K reached the maximum fee for construction observation and inspection services in September 2014. The increase in engineering services is related to the contractor's duration of the construction and does not appear to be related to any changes in the level of service or method of determining the fee based on the assumptions with the original construction schedule. Based on the original notices to proceed dates for the five construction contracts work on three of the five contracts should have been completed mid-September 2014 and work on contracts 4 and 5 should have been completed in mid to late November 2014. Contracts 1 and 2 were substantially completed by September 2014. Work on Contract 3 was completed in the fall of 2014 except for the significant work remaining to connect to 13th Street lift station. Significant work on Contracts 4 and 5 are still extending the completion date. Based on the work remaining to be completed on Contract 3, 4 and 5, it appears that the project will not be completed until August 2015 or about 11 months

later than originally anticipated. The construction period is anticipated to run about 11 months beyond the original completion date which reflects a 52% increase in the duration of the contract construction period. The City must complete the project by the FEMA deadline of December 2015.

The original contract maximum for the three components of construction services was approximately 4.05% of the original construction contract amount of \$16,987,000 or on the low side of a more traditional 5.5% to 6.0% of project costs primarily due to the anticipated compressed construction schedule. During this time period, the project expanded and increased in scope from \$16,987,210 to \$17,430,437.24 but the engineering services were not adjusted.

After reviewing the cost of engineering services and projecting the costs through the completion of the project in August 2015 reflects engineering services to be in the typical range of 5.5% due to the extended construction period, increase in the project scope, and the number of individual construction contracts.

FEMA and Homeland Security have reviewed the Agreements and have no comments.

FISCAL IMPACT:

Description	Original Contract	Projected Fee	Proposed Contract
Amount	Level	Amendment	
Construction Observation	\$400,000	\$605,000	\$205,000
Construction Staking	\$104,200	\$110,200	\$ 6,000
Construction Admin	\$184,200	\$249,700	\$ 65,500
Total	\$688,400	\$964,900	\$276,500

FEMA will pay 75% of the cost, Iowa Homeland Security 10%, and the City 15%.

RECOMMENDATION: Approve Amending Agreements With Veenstra And Kimm Phase 2 - Final Design And Construction Administration And An Agreement For Construction Observation And Inspection Services For The Storm Lake Sanitary Sewer Mitigation Project.

ATTACHMENTS:

Description	Type
Amendment to Agreement - Phase 2 Final Design and Construction Administration	Contract

AMENDMENT TO AGREEMENT

PHASE 2 - FINAL DESIGN AND CONSTRUCTION ADMINISTRATION SANITARY SEWER SYSTEM MITIGATION PROJECT (DR-1763-IA 0165) CITY OF STORM LAKE, IOWA

THIS AMENDMENT TO AGREEMENT, made and entered into this ____ day of _____ 20____, by and between the **CITY OF STORM LAKE, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.** a corporation organized and existing under the laws of the State of Iowa, with principal office in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**.

WITNESSETH, THAT WHEREAS, the City entered into an Agreement with the Engineers dated July 29, 2011 for the final design and construction administration of the Sanitary Sewer System Mitigation project (DR-1763-IA 0165) or the Project, and

WHEREAS, the Agreement dated July 29, 2011 provided for construction staking and construction administration services for the Project, and

WHEREAS, the construction services for the Project were based on the original completion date for each of the construction contracts, and

WHEREAS, the construction contractors for Contract 1 and Contract 2 substantially completed work on the project within the original contract period, and

WHEREAS, the construction contractors for Contract 3, Contract 4 and Contract 5 construction will extend beyond the original construction contract completion date for each contract for varying reasons, and

WHEREAS, due to the extended construction period the extent of construction administration and construction staking required on the project shall be greater than anticipated, and

WHEREAS, the City has requested the Engineers to provide the additional construction administration and construction staking services required for the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the Agreement dated July 29, 2011 is amended by the following additions, deletions and modifications to wit:

1. Under **20. COMPLETION**, add the following:

"d) Construction staking and construction administration under this Amendment to Agreement August 30, 2015."

2. Under **21. COMPENSATION** add the following:

"g. For construction staking services as set forth in **17. CONSTRUCTION STAKING** for the project under this Amendment to Agreement services shall be on the basis of the Engineers standard hourly fees with a maximum not to exceed fee of Six Thousand Dollars (\$6,000). With this Amendment the fee for construction staking services increases from a maximum not to exceed fee of \$104,200 to a maximum not to exceed fee of \$110,200.

h. For construction administration services for the Project under this Amendment to Agreement the services shall be on the basis of the Engineers standard hourly fees with a maximum not to exceed fee of Sixty-five Thousand Five Hundred Dollars (\$65,500). With this Amendment the fee for construction administration services increases from a maximum not to exceed fee of \$184,200 to a maximum not to exceed fee of \$249,700."

3. Except as modified herein, the provisions of the Agreement dated July 29, 2011 shall remain in full force and effect.

The undersigned do hereby covenant and state this Amendment to Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Amendment to Agreement nor have any of the above been implied by or for any party to this Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF STORM LAKE, IOWA

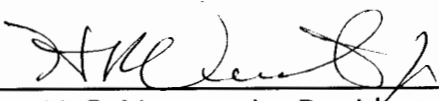
ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
H. R. Veenstra Jr., President

By _____

HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2014)

Management I	\$150.00
Management II	146.00
Process Engineer	166.00
Engineer I-A	150.00
Engineer I-B	140.00
Engineer I-C	138.00
Engineer II	126.00
Engineer III-A	111.00
Engineer III-B	104.00
Engineer III-C	99.00
Engineer IV	96.00
Engineer V	90.00
Engineer VI	85.00
Engineer VII	80.00
Engineer VIII	75.00
Engineer IX	69.00
Engineer X	64.00
Engineer XI	60.00
Design Technician	86.00
Planner I	98.00
Planner II	75.00
Planner III	69.00
Drafter I	84.00
Drafter II	71.00
Drafter III	68.00
Drafter IV	63.00
Drafter V	52.00
Drafter VI	50.00
Drafter VII	41.00
Clerical I	77.00
Clerical II	56.00
Clerical III	41.00
Clerical IV	32.00
Construction Manager	144.00
Surveyor I	85.00
Surveyor II	78.00
Technician I	74.00
Technician II	68.00
Technician III	65.00
Technician IV	60.00
Technician V	54.00
Technician VI	51.00
Technician VII	42.00
Technician VIII	37.00
Technician IX	30.00
Building Inspector I	80.00
Building Inspector II	70.00
Robotics	30.00/Hour
GPS	30.00/Hour
Leica Total Station	20.00/Hour
Total Station Robotics	15.00/Hour
Tablet	45.00/Hour
Fluoroscope	50.00/Hour
4-Wheeler	45.00/Day
Mileage	56¢/Mile

Staff Summary

4/6/2015

Agenda Item # 22.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Motion To Approve Iowa Department Of Agriculture And Land Stewardship Water Quality Initiative Contract**

BACKGROUND: The City of Storm Lake has been awarded an \$80,000 matching grant for Urban Conservation Demonstration Projects. The Program was established in order to assess and reduce nutrients in the State's watersheds. The City requested funding to install two bio reactors in Drainage District 13, two bio reactors in Drainage District 25 and install pervious pavers in the City Hall Parking lot as part of the Erie Street project. The City intends to use some in kind services to match the City's portion.

In order to proceed requires Council's approval of the contract and authorization to sign it.

FISCAL IMPACT: The City is committing to up to \$80,000 of financing and in kind contributions to match the grant amount.

RECOMMENDATION: Council move to approve the IDALS Water Quality Initiative Grant Contract

ATTACHMENTS:

Description	Type
Water Quality Initiative Grant Agreement	Contract

WATER QUALITY INITIATIVE
Urban Conservation Demonstration Projects

CONTRACT NUMBER:	Urban15WQI-006
Project Name:	Restoring Storm Lake Water
Contract Effective Date:	April 15, 2015
Project Completion Date:	June 30, 2016
Award Amount:	\$80,000.00

COST-SHARE GRANT CONTRACT ("Contract")

BETWEEN IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
(IDALS)
Wallace State Office Building
502 East 9th St.
Des Moines, Iowa 50319

IDALS Contact Person: Matt Lechtenberg Phone: (515) 281-5851

AND CITY OF STORM LAKE ("GRANTEE")
620 Erie Street
PO Box 1086
Storm Lake, IA 50588

Grantee Contact Person: Jim Patrick Phone: (712) 732-8000

Grantee ID Number: (federal identification #) : _____

WHEREAS, pursuant to Iowa Code section 455B.42, the Water Quality Initiative Program was established in order to assess and reduce nutrients in the state's watersheds, including subwatersheds and regional watersheds, with the goal of establishing and administering projects to reduce nutrients in surface waters from nonpoint sources in a scientific, reasonable, and cost-effective manner; and,

WHEREAS, Grantee has submitted an application to the Iowa Department of Agriculture and Land Stewardship requesting assistance to help finance such a project; and,

WHEREAS, IDALS has determined Grantee's proposed project meets the requirements established for participation in the Water Quality Initiative Program.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and contracts contained herein, IDALS and Grantee agree as follows:

SECTION 1. PROJECT

“*Project*” means the detailed description of the work, services, budget and other obligations to be performed or accomplished by the Grantee as described in its Water Quality Initiative Program Application, as approved by IDALS and incorporated as Exhibit A to this Contract.

SECTION 2. PROJECT COMPLETION DEADLINE

The Project must be completed no later than **June 30, 2016**. An extension may be granted by IDALS, through an amendment, if a written request showing demonstrable progress toward completion of the Project is submitted and IDALS determines such an extension is warranted. Any extension request submitted by the Grantee must be received by IDALS no later than 30 days prior to expiration of this agreement.

SECTION 3. DURATION OF COST-SHARE GRANT CONTRACT

3.1 This Contract shall become effective on the Contract Effective Date and shall remain in effect as follows:

- a) *Through Project Period Completion Date.* Through the Project Period Completion Date and for the period of time after Project Completion Date during which IDALS, or its designee, conducts Project closeout procedures to verify that the Project has been completed in compliance with the Contract.
- b) *Until Repayment or Satisfaction of Outstanding Obligation.* Until all outstanding amounts due to IDALS, if any, are received by IDALS, or all outstanding obligations to IDALS are satisfied in full.
- c) *Through Contract End Date.* Until IDALS, or its designee, has completed Contract closeout procedures and provided Grantee with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout; such date shall be the Contract End Date.

3.2 SURVIVAL OF OBLIGATIONS. Section 3.1 shall not abrogate or otherwise effect the obligations, terms, and conditions that survive beyond the Contract End Date, including but not limited to the following sections of this Contract: Section 4.4 (Accounting Records), Section 4.5 (Documentation), and Section 4.6 (Conveyance of Project Property).

SECTION 4. TERMS OF CONTRACT

4.1 GRANT. IDALS shall provide a Grant to Grantee up to the Award Amount stated on page 1 of this Contract in order to assist in financing the Project, subject to Iowa Code chapter 466B, IDALS administrative rules (located at 27 Iowa Admin. Code chapter 16), and the terms and conditions of this Contract. A copy of Grantee's Application describing the Project is an integral part of this Contract and is marked as Exhibit A and hereby incorporated herein.

4.2 MAXIMUM PAYMENTS. It is expressly understood and agreed that the maximum amounts to be paid to the Grantee by IDALS for Project activities shall conform to the budget as

presented in Contract Exhibit B - Project Description and Budget. It is further understood and agreed that the total of all payments to the Grantee by IDALS for Project activities shall not exceed the Award Amount unless modified by written amendment of this Contract.

4.3 USE OF FUNDS. The Grantee hereby agrees to construct and operate the Project as described in its Application Exhibit A, as approved by IDALS, and Exhibit B, Project Description and Budget. Grantee shall maintain the Project in accordance with the representations in Exhibits A and B during the term of this Contract. Grantee shall allow IDALS, its internal or external auditors, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigation, to inspect the Project facilities at all reasonable times in order to monitor and evaluate performance with the terms of this Contract and Iowa law.

4.4 ACCOUNTING RECORDS. Grantee shall maintain its books, records and all other evidence pertaining to this Contract in accordance with generally accepted accounting principles and such other procedures as may be specified by IDALS. These records shall be available to IDALS, its internal or external auditors, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigation, at all times during the duration of this Contract and any extension thereof, and for three (3) full years following the Contract End Date.

4.5 DOCUMENTATION. Within 10 days of receipt of a written request from IDALS, Grantee shall deliver to IDALS: (i) copies of all contracts or documents relating to the Project; (ii) copies of all invoices, receipts, statements or vouchers relating to the Project; (iii) a list of all unpaid bills in connection with the Project; and, (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project. Grantee shall be bound by this requirement from the Effective Date to a date three (3) full years following the Contract End Date.

4.6 CONVEYANCE OF PROJECT PROPERTY. Between the Effective Date and a date three (3) full years following the Contract End Date, Grantee shall not sell, transfer, convey, assign, encumber or otherwise dispose of any portion of the Project property as described in Exhibit A without express written permission of IDALS, which permission may be withheld in the sole discretion of IDALS.

4.7 INDEPENDENT CONTRACTOR. Grantee's status shall be that of an independent contractor. Neither the contractor, its employees, agents, or any subcontractors performing work or services for the contractor are, or shall be deemed to be, employees or agents of the State of Iowa, and shall not be considered employees of IDALS or the State of Iowa for federal or state tax purposes. IDALS shall not withhold taxes on behalf of the contractor unless required to do so by law.

4.8 USE OF THIRD PARTIES. IDALS acknowledges that Grantee may contract with third parties for the performance of any of the Grantee's obligations under this Contract. All subcontracts shall be subject to prior approval by IDALS. Grantee may enter into such contracts to complete the Project provided that Grantee remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Grantee under this Contract shall apply to any subcontractors retained by Grantee. IDALS shall have the right to request the removal of any subcontractor from the Project for good cause. Subcontracts shall be submitted to IDALS for

approval before entry into force and effect.

4.9 AWARD AMOUNT, TYPE. This is a cost-share grant award in the amount of \$80,000.

4.10 USE OF LOGOS AND SIGNAGE. The Grantee will be required to include the CleanwaterIowa.org and the IDALS logo in any marketing and outreach materials developed in conjunction with the project and funded either with grant proceeds or with matching funds.

4.11 STANDARDS AND SPECIFICATIONS. The practices installed shall comply with Iowa Stormwater Management Manual (ISWMM) standards and specifications. Practice plans and designs must also be approved by an Urban Conservationist assigned by IDALS to assist the Grantee with implementation of the project.

All other practices installed shall comply with USDA Natural Resources Conservation Service (NRCS) Standards and Specifications, where available. If an NRCS standard is not available for a desired practice, the practice shall be planned, designed, and constructed in accordance with sound engineering principles and practices.

4.12 PROJECT REPORTING AND TRAINING REQUIREMENTS. A representative of the Grantee will be required to attend any IDALS identified training events and/or meetings. IDALS will provide sufficient notification of required training sessions.

In addition, the Grantee is required to submit progress reports periodically during the project to document activities and progress in conformance with printed report guidance provided by IDALS.

Any failure by a grantee to meet established deadlines for submission of progress reports will result in immediate suspension of all disbursement of funds to the Grantee, including advance requests and all reimbursements. This suspension will continue until receipt by IDALS of all outstanding reports associated with this Contract.

Specifically, Grantee is required to:

- a) Provide IDALS with quarterly progress reports within fifteen (15) days after the end of each quarterly reporting period.
- b) Provide IDALS with an annual report within thirty (30) days after the end of the conclusion of the project year.
- c) Provide a comprehensive final report in conformance with the printed report guidance provided by IDALS, within 60 days of conclusion of the project.

SECTION 5. RELEASE AND DISBURSEMENT OF FUNDS

5.1 CONDITIONS FOR RELEASE OF FUNDS. No funds shall be released for disbursement until this Contract has been executed and the Grantee has properly completed each of the following items:

- a) Attendance by at least one representative of the applicant at program orientation offered by IDALS staff.
- b) Completion and submission of form "W-9, Request for Taxpayer Identification Number and Certification."

- c) Evidence, acceptable to IDALS or its designee, that acceptable accounting policies and procedures are in place within 90 days of contract execution by all parties.

5.2 REQUESTS FOR DISBURSEMENT. All disbursements of proceeds shall be subject to receipt by IDALS of requests for disbursement submitted by Grantee. Requests for disbursement shall be in a form and content acceptable to IDALS.

Grantee or its designee shall request disbursement by submitting to IDALS or its designee the request form provided by IDALS (as the same may be modified from time to time by IDALS), which request form shall itemize Grantee's total allowable expenses, if any. Expenses shall be documented in a manner acceptable to IDALS or its designee.

IDALS or its designee shall review the request and, if acceptable to IDALS or its designee, make the appropriate disbursement from the *Water Quality Initiative* Fund.

The disbursement authorized by IDALS or its designee will be limited to the expected allowable expenses for the relevant period, minus any unencumbered funds from the prior period. Major budget category Practice Costs may deviate by ten (10) percent by line item without prior approval of the Division, but total expenditures may not exceed the total budget amount provided in the project contract.

5.3 SUSPENSION OF DISBURSEMENT. Upon the occurrence of an Event of Default (as defined in this Contract) by Grantee, IDALS or its designee may suspend payments to Grantee until such time as the default has been cured to IDALS' satisfaction. Notwithstanding anything to the contrary in this Contract, upon a termination of this Contract on account of an Event of Default by the Grantee, Grantee shall no longer have the right to receive any disbursements after the date of the Event of Default.

5.4 INVESTMENT OF GRANT FUNDS. In the event grant funds are not immediately utilized, temporarily idle grant funds held by Grantee may be invested, provided such investments shall be in accordance with State law, including but not limited to the provisions of Iowa Code chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle grant funds held by the Grantee shall be credited to and expended on the Project prior to the expenditure of other grant proceeds.

All proceeds remaining, including accrued interest, after all allowable Project costs have been paid or obligated shall be returned to IDALS within thirty (30) days following the Project Completion Date. Within ten (10) days of receipt of a written request from IDALS, Grantee shall inform IDALS in writing of the amount of unexpended grant funds in Grantee's possession or under the Grantee's control, whether in the form of cash on hand, investments, or otherwise.

5.5 USE OF GRANT FUNDS FOR EQUIPMENT AND NON-CONSUMABLE SUPPLIES. The use of grant funds through this agreement is permitted for the purchase of equipment and non-consumable supplies, subject to all of the following conditions:

- a) All purchases for which reimbursement will be requested must be approved by IDALS prior to any expense being incurred by Grantee. Failure to adhere to this condition will result in forfeiture of all claims for reimbursement for the item(s) in question.
- b) In no instance will the reimbursement rate for an item purchased in this category exceed fifty percent (50%) of the documented cost of the item. Furthermore, no other source of state

funding may be used to provide the non-IDALS share of expense for the item.

- c) If at any point prior to completion of the project, a piece of equipment or non-consumable supply item is sold, liquidated, or transferred for use outside of the project, full and immediate repayment of grant proceeds used to purchase the item by the Grantee to IDALS will be required.
- d) Recurring expenses associated with operation and maintenance of such equipment shall be the sole responsibility of the Grantee.

SECTION 6. REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to IDALS as follows:

6.1 Grantee is duly organized, validly existing and in good standing as a recognized legal entity under Iowa law. Grantee has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying;

6.2 Grantee has full right and authority to enter into this Contract and the person signing this Contract on behalf of Grantee has full authority to do so;

6.3 Grantee hereby agrees to use Award proceeds only for the Project and the activities described in the approved Water Quality Initiative Application;

6.4 The Application furnished to IDALS by Grantee does not contain any untrue statements of a material fact or omit a material fact;

6.5 Grantee has received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its businesses; no investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Grantee threatened.

6.6 Grantee shall complete the Project by the Project Completion Date.

6.7 All financial statements and related materials concerning the Grantee and the Project provided to IDALS are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

SECTION 7. DEFAULT

7.1 EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IDALS to declare Grantee in default of its obligations under this Contract: (i) a failure of Grantee to complete the Project by the Project Completion Date; (ii) a breach of any other term of this Contract.

7.2 NOTICE OF DEFAULT, REMEDIES. When IDALS determines that an Event of Default has occurred and is continuing, IDALS may, by written notice to Grantee: (i) terminate this Grant Contract and all obligations of IDALS under the Contract as of the date stated in such notice, and

(ii) declare the full amount of Award funds, disbursed, plus penalty described in 6.3, immediately due and payable. Grantee agrees to pay to IDALS all expenses reasonably incurred or paid by IDALS, including reasonable attorneys' fees and court costs, in connection with the enforcement of any of the terms of this Grant Contract.

7.3 REPAYMENT OR PENALTY. Upon the happening of any Event of Default, IDALS reserves the right to terminate this Contract and to require immediate repayment of the full amount of funds disbursed to Grantee under this Contract.

SECTION 8. TERMINATION

8.1 TERMINATION UPON NOTICE. Following ten (10) days' written notice, IDALS may terminate this contract in whole or in part without payment of any penalty or the incurring of any further obligation to the Grantee. Following termination upon notice, Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to IDALS up to and including the date of termination.

8.2 NON-APPROPRIATION. Notwithstanding anything in this contract to the contrary, and subject to the limitations, conditions and procedures set forth below, IDALS shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the Grantee as a result of any of the following: (1) the legislature or governor fail to appropriate funds sufficient to allow IDALS to operate as required and to fulfill its obligations under this contract; (2) if funds are de-appropriated or not allocated; (3) if IDALS' authorization to operate is withdrawn or there is a material alteration in the programs administered by IDALS; and (4) if IDALS' duties are substantially modified. In the event of termination of this Contract due to non-appropriation, the exclusive, sole, and complete remedy of the Grantee shall be payment for services completed prior to termination.

8.3 REMEDIES OF THE GRANTEE IN EVENT OF TERMINATION BY IDALS. In the event of termination of this Contract for any reason by IDALS, IDALS shall pay only those amounts, if any, due and owing to the Grantee for services actually rendered up to and including the date of termination of the Contract and for which IDALS is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Grantee's claim. This provision in no way limits the remedies available to IDALS under this Contract in the event of termination.

8.4 THE GRANTEE'S TERMINATION DUTIES. The Grantee, upon receipt of notice of termination or upon request of IDALS, shall:

8.4.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters IDALS may require.

8.4.2 Comply with the IDALS's instructions for the timely transfer of any active files and work product produced by the Grantee under this Contract.

8.4.3 Immediately return to IDALS any payments made by IDALS for services that were not rendered by Grantee.

SECTION 9. CONFLICT OF INTEREST

Grantee represents, warrants, and covenants that no relationship exists or will exist during the Contract period between IDALS and Grantee that is a conflict of interest. No employee, officer or agent of Grantee shall participate in the selection or the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Ch. 68B shall apply to this Contract. If a conflict of interest is proven to IDALS, IDALS may terminate this Contract, and Grantee shall be liable for any excess costs to IDALS as a result of the conflict of interest. Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. Grantee shall report any potential, real, or apparent conflict of interest to IDALS.

SECTION 10. INDEMNIFICATION

Grantee shall jointly and severally defend, indemnify and hold IDALS, its successors and assigns, harmless from and against any liability, loss, damage or expense, including reasonable counsel fees, which IDALS may incur or sustain by reason of: (a) the failure of Grantee to fully perform and comply with the terms and obligations of this Contract; (b) Grantee's performance or attempted performance of this Contract; (c) Grantee's activities with subgrantees and third parties.

SECTION 11. CONTRACT ADMINISTRATION

11.1 NONASSIGNMENT. This Contract may not be assigned without prior written consent of IDALS.

11.2 AMENDMENTS. No change, modification, or termination of any of the terms, provisions or conditions of this Grant Contract shall be effective unless made in writing and signed by both parties.

11.3 COMPLIANCE WITH LAWS AND REGULATIONS. Grantee shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders, including those governing procurement. Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract.

11.4 ACCESS TO RECORDS. Grantee shall permit IDALS or its representatives and the State Auditor to access and examine, audit, excerpt and transcribe any pertinent books, documents, papers and records of Grantee relating to orders, invoices, or payments, or any other documentation or materials pertaining to this Contract. All records of Grantee relating to this Contract shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

11.5 AUDITS. IDALS reserves the right to require an audit of the Grantee's approved project and related activities at any time, during or after completion of the project. Any expenses pertaining to the project as a result of the audit will be an allowable expense under this Contract and will follow normal disbursement procedures.

11.6 UNALLOWABLE COSTS. If IDALS determines at any time, whether through monitoring, audit, closeout procedures or other means that Grantee has received Grant funds or requested disbursement for costs which are unallowable under the terms of this Contract, Grantee shall immediately repay to IDALS any and all unallowable costs.

11.7 SURVIVAL OF CONTRACT. If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

11.8 GOVERNING LAW. This Contract shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.9 INTEGRATION. This Contract contains the entire understanding between Grantee and IDALS relating to this Project and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the latest date stated below.

FOR GRANTEE:

City of Storm Lake
Applicant Entity

Signature

Print Name/Title

____/____/____
Date

FOR IDALS:

Michael L. Naig, Deputy Secretary of Agriculture

____/____/____
Date

Urban Water Quality Initiative



1. Project Title: Restoring Storm Lake Storm Water; three projects

Applicant Entity: City of Storm Lake

Contact Person: James Patrick, City Manager

Address: 620 Erie Street
PO Box 1086
Storm Lake, IA 50588

Phone: 712-732-8000

E-mail: patrick@stormlake.org

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

Submitted by: James Patrick, City Manager

2. List the name, location, and the importance of the surface water that will be benefited by this project: North Raccoon River Basin.
3. Project Partners at the time of pre-application:
Iowa Department of Agriculture and Land Stewardship, Iowa Economic Development Authority (IEDA), Iowa League of Cities, University of Iowa Hydraulic Lab/Nutrient Removal Center, NRCS District Office, Eco-Rock Inc., Hillshire, Tyson, Buena Vista University
4. Budget Summary:

	IDALS Request	City Contribution	Total Budget
a. 4 Bioreactors**			
4/15/15- 6/30/15	\$10,000	\$25,000	
7/1/15 6/30/16	\$28,000	\$13,000	
			\$76,000

	IDALS Request	City Contribution	Total Budget
b. Reconstruction of Public Parking Lot***			
4/15/15-6/30/15	\$12,000	\$30,000	
7/1/15-6/30/16	\$30,000	\$12,000	
		\$1,578,000	
			<u>\$84,000</u>
Overall Total	\$80,000	\$80,000	\$160,000

** Enhancement to treat Ag tile water as part of larger Storm Water projects (DD 25 completed and \$1.6 million new storm water bio train in DD 13)

*** Part of a \$1,578,000 total street project using pervious pavers and other LID practices.

**** Does not include in-kind services being provided by BVU students to provide performance sampling and City in-kind providing test equipment and laboratory fees.

Appendix A is the Engineer's Estimate

5. Expected Start Date: May 15, 2015 Estimated project Length: November 1, 2015

6. Proposal Narrative:

This application targets two critical needs for low maintenance and inexpensive treatment solutions to enhance the storm water quality and form partnerships to encourage further participation in establishing best management practices in the region. The City of Storm Lake continues to seek out opportunities to partner with other water quality initiative efforts in the agricultural settings of the North Raccoon River Watershed to promote the Iowa Nutrient Reduction Strategy to urban and rural residents alike. To that end, the City of Storm Lake is proposing two projects. Each one reduces nutrients yet each one demonstrates a different technology. The first project will construct four bio reactors to treat storm and ground water originating both in agricultural lands as well as City runoff. Lastly, the City is requesting funding to reconstruct a public parking lot with pervious pavers to remove nutrients.

a. The City has responsibility for two Drainage Districts (DD), DD 13 and DD 25. DD 13 is in the eastern portion of the City and collects agricultural runoff from approximately 320 acres and commercial and industrial runoff from the Expansion Industrial Park. DD 25 is in the western part of the City and flows to Poor Farm Creek. There are 520 agricultural acres that drain through this District along with City housing and commercial storm drainage. The City did extensive work on DD 25 three years ago to better control runoff and hold it in a bio-retention swells prior to being discharged. This project is in the early stages of planning and design. The land is available and the wood chips are also available. Construction will begin on the industrial park treatment train in April and the bio-reactors would be an early construction since construction will work up the stream flow. The bio-reactors on the west side of the City would start construction mid to late summer and be completed by late

October. Landscaping may be extended until spring 2016. This will also be a demonstration site for area farmers, BVU students, and other communities in Northwest Iowa. Results will be shared with the Iowa Nutrient Reduction Center to refine the performance of bio-reactors and model nutrient removal practices.

The City has approved a \$1.6 million contract to construct a water way consisting of bio-swells, micro pools, and retention basins to handle and treat storm water coming from the commercial and industrial areas in DD 13. Construction will begin this spring. To enhance the ground water quality coming from the agricultural lands and entering the water way, the City will construct two bio reactors to take agricultural tile water and remove nitrates prior to the water entering the water way. (See Attachments)

Three years ago, the City invested approximately \$650,000 to construct a bio-swell and a retention pond to primarily handle the surface flows coming from the agricultural and nearby city storm water runoff in DD 25. This does not treat the agricultural tile water in drainage tile #2 prior to being discharged to Poor Farm Creek. The City intends to intercept drainage tile #2 and divert it into two bio-reactors to remove nitrates prior to discharging the water to Poor Farm Creek.

Anticipated Results. The City has taken their responsibility for Drainage Districts 13 and 25 water management seriously. The City has tried to improve the water quality through the construction of bio-swells, and treatment trains. These practices do not address drainage tile water quality. By constructing two bio-reactors in both drainage ditches, the anticipated result should reflect the removal of nitrates from the discharged water into Poor Farm Creek and Creek 101. It is anticipated that BVU environmental students will assist with the water sampling before and after the practices. The other anticipated benefit would be the further partnership with the Soil and Water Conservation District and area farmers to find practices and means to improve the water quality in Buena Vista County.

- b. The City of Storm Lake just completed a Water Best Management Practices Template. The template prioritized projects within the City that should be completed sooner than others, as well as looking at the best anticipated results in reducing nutrients and reducing storm water volume. One of the top priorities was to reconstruct a downtown street (Erie Street) and two parking lots that have significant damage from storm water runoff using pervious pavers, bio-swells, rain gardens and tree wells. The City is trying to fund the street portion of the project but lacks sufficient funds to complete the parking lot. This grant would assist the City in funding the reconstruction of a public parking area that is integral with the Erie Street reconstruction. Erie Street is in need of repaving due to storm damage. It is a major entrance to the downtown and passes between City Hall and Buena Vista County Court house. In addition to the pervious pavers, bio retention and rain gardens will be added in the Right of Way space along with tree wells.

Anticipated Benefits: The anticipated benefits of the Erie Street and parking lot pavers will be a reduction in solids and nutrient loading in the storm water being collected along Erie Street. It will also reduce the downstream burden and reduce neighborhood flooding. Reconstruction of the Erie Street corridor in the heart of Downtown Storm Lake affords a

unique opportunity for the City to integrate clean storm water practices within the context of the community's urban core. Rather than developing a project with traditional street reconstruction and storm water practices, the City has chosen to develop a more integrated approach since its location within the downtown core, as well as the adjacency of City Hall and the County Courthouse, the corridor will be viewed by many constituents of the community and serve as a demonstration project for future public infrastructure improvements. These steps are part of a multitude of current and potential future projects to clean up surface runoff and in turn promote better water quality and health for Storm Lake. With the multitude of filtration sub-systems proposed as part of the project, it is important to make sure they work as one system, function well in all seasons, and are not a maintenance burden to the City. This will be done by tailoring each system component based on soil conditions, usage, slope and maintenance practices. The anticipated outcome is a reduction in storm water runoff from the street, filtering the water prior to it going into the storm sewer and reducing the nutrient and suspended solids loadings in the storm water. This is important in the Template since it starts reducing the runoff from downtown (upstream) and reduces the downstream burden in neighborhoods.

7. Funding for the requested projects and how it will be leveraged/matched.

The budget for the four bio reactors is \$76,000. The City owns the property and will provide wood chips to create the bio-reactor. The anticipation would be for grant funding of \$38,000. The City will provide \$38,000 in cash and in-kind contributions (wood chips) as well as donate the land to the project. Both sets of bio-reactors will be designed to complement and leverage the other storm water improvements that have or are currently being constructed. A further break down of the budget is attached.

The City plans to reconstruct Erie Street and two public parking lots adjoining Erie Street. The City applied for a Community Development Block Grant to assist with the reconstruction of two blocks of Erie Street with pervious pavers, rain gardens, bio-swells, and tree wells. The Street Project CDBG will be matched using City funds. Currently there is not enough funding for the parking lot reconstruction estimated to be \$84,000. The anticipation of this Grant request is for \$42,000 and the City will match with \$42,000 for the parking lot. This is part of an overall \$1,578,000 project.

8. All projects will be evaluated by an extensive water sampling program to be conducted by BVU science students and City staff. The City has several years of sampling data as a base line.

BVU will be working closely with these projects to evaluate performance. Dr. Webber, University of Iowa, Nutrient Research Center will take sample data to determine effectiveness of all these practices. Sampling will determine the effectiveness. The educational and informational program benefits from these two technologies will reach regionally as well as across the State. The City of Storm Lake is the Demonstration Community or the State in water, wastewater, and storm water best management practices and one of two cities to pilot nutrient reduction trading.

9. Outreach Plan

Written communications to the community will be prepared in the form of media releases and public events, such as field days, will also be conducted. The City will establish web pages for the projects with information tied to the web page and the addition of a blog site to keep citizens informed of any new information. Signage will be placed near the installed practices that will aid in explaining how the practices function and the water quality benefits gained from their installation. Project partners and funders will also be identified on the signs. Project partner agencies will be encouraged to promote events and practices through their various media outlets. City officials or partners will periodically update news staff at local radio stations about project activities which can be shared with station listeners in the region. Components of the outreach efforts will also be utilized by the DSC Urban Conservationist and Regional Coordinator and the Division of Soil Conservation itself for promotion of these practices and the Urban Water Quality Initiative. Sampling results will be used by the Iowa Nutrient Reduction Center to develop nutrient reduction modeling of these best management practices.

10. The City of Storm Lake and Bolton Menk, Consulting Engineers, has worked with and appreciates the assistance of the IDALS Western Basin Coordinator and the Urban Conservationist to identify and plan the proposed practices in the application. The Soil and Water Conservation District has also provided assistance.

Submitted by James Patrick, Storm Lake City Manager



Exhibit B Budget

Component	Total	IDALS/ WQI	Local Match Amount	Match Source(s)
Technical/Design Assistance	\$8,600	\$4,300	\$4,300	<u>City of Storm Lake</u>
Information/Education	\$2,500	\$0	\$2,000	<u>City of Storm Lake</u>
Practices (list & number)				
1. 4 Bio Reactors	\$59,900	\$33,700	\$27,200	<u>City of Storm Lake</u>
2. Performance Monitoring	\$5,000	\$0	\$4,500	<u>City of Storm Lake</u> <u>BVU Science Department</u>
3.	\$	\$	\$	
4.	\$	\$	\$	
(add lines as needed)	\$	\$	\$	
TOTALS	\$76,000	\$38,000	\$38,000	

Exhibit B Budget

Component	Total	IDALS/ WQI	Local Match Amount	Match Source(s)
Technical/Design Assistance	\$19,400	\$9,700	\$9,700	<u>City of Storm Lake</u>
Information/Education	\$1,500	\$0	\$1,500	<u>City of Storm Lake</u>
Practices (list & number)				
1. Pervious Paver Parking Lot	\$61,600	\$32,300	\$29,300	
2. Performance Monitoring	\$1,500	\$	\$1,500	<u>City of Storm Lake</u> <u>BVU Science Department</u>
3.	\$	\$	\$	
4.	\$	\$	\$	
(add lines as needed)	\$	\$	\$	
TOTALS	\$84,000	\$42,000	\$42,000	

Staff Summary

4/6/2015

Agenda Item # 23.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Motion To Approve Professional Services Agreement With Bolton & Menk, Inc. To Provide Engineering Services For Storm Lake's Water Quality Initiative Grant Improvements

BACKGROUND: Council has acted to accept the Iowa Department of Agriculture and Land Stewardship's (IDALS) Water Quality Initiative Grant to construct four bio reactors and reconstruct the City Hall Parking lot with pervious pavers.

Council approval of this action will engage Bolton & Menk to do the engineering, bid the project, and provide construction administration of the projects on an hourly basis with a not to exceed amount of \$28,000.

FISCAL IMPACT: The fees for Bolton & Menk Engineering services will be based on an hourly rate and not to exceed \$28,000. This expense will be a shared expense with the IDALS grant.

RECOMMENDATION: Council approve the Engineering Service Agreement with Bolton Menk to provide engineering services for Storm Lake's Water Quality Initiative Grant improvements.

ATTACHMENTS:

Description	Type
 Bolton & Menk Engineering Agreement	Contract

PROFESSIONAL SERVICES AGREEMENT

by and between
BOLTON & MENK, INC.
1900 N Grand Ave., Suite E12
Spencer, IA 51301
Ph. (712) 580-5075

and

Date of Agreement: February 21, 2014

Agreement Number: P11.109622

Project Location: Storm Lake, Iowa

Client

Name: City of Storm Lake, Iowa

Address: 620 Erie Street

Address: _____

City: Storm Lake State Iowa Zip 50588

(hereinafter referred to as Client)

Phone No.: 712-732-8000

Fax No.: 712-732-4114

Agent or Person Ordering Services and/or Billing Address (if different)

Agent or Person Ordering Services: James Patrick, City Manager

Address: _____

City: _____ State _____ Zip _____

Phone No.:

Fax No.:

Fee Arrangement

Hourly not to exceed \$28,000 without prior approval of Client.

Scope/Intent and Extent of Services

Scope of Work is to be completed as outlined in the attached Exhibit 1, Consultant Services

Special Conditions

None

BMI and Client agree to the Terms and Conditions as stated above and attached to this Agreement. The below signed represents that he or she has been authorized to accept this agreement on behalf of the Client.

Offered by: Bolton & Menk, Inc.

Accepted by: City of Storm Lake

Neil Guess, PE Principal Engineer

print name/title

John F. Kruse, Mayor

print name/title

signature and date

signature and date

EXHIBIT I
CONSULTANT'S SERVICES

WATER QUALITY GRANT IMPROVEMENTS

STORM LAKE, IOWA

APRIL 2015

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

CONSULTANT is pleased to propose the following scope of services and agreement to complete the final design, construction survey and construction oversight for the Water Quality Grant awarded by IDALS to the City of Storm Lake. The services will consist of the design and construction administration for: 2 Bio-reactors north of the Field of Dreams on DD 25 tile lines, 2 Bio-reactors along the north side of Expansion Boulevard east of Hwy 71, and improvements to the pervious paver parking lot improvements south of the City Hall building. The improvements to be completed will be consistent with the Urban Water Quality Initiative Grant Application approved by IDALS.

Bolton & Menk will communicate with the City staff throughout the project design and construction. Communication will include meeting minutes, phone calls, e-mails, and on-site meetings. Our staff will be involved from design through construction. Our project manager will stay actively involved in the project through completion and will serve as a single point of contact for the City for all phases of the project.

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

TASK 1: Design & Bidding Documents

Task 1.A Administration & Coordination

This will include day-to-day communication with the City.

Task 1.B Bio-reactor Design,

Bolton & Menk will prepare a final plan set showing proposed improvements in accordance with City and IDALS requirements. After receiving comments from City Staff, we will incorporate those comments into our final design to allow the project to proceed to bidding.

Task 1.C City Hall Parking Lot

Bolton & Menk will prepare an initial preliminary design for city staff review, upon consensus from City staff we will then proceed with a final plan set showing proposed improvements in accordance with City and IDALS requirements. After receiving comments from City Staff on the completed design, we will proceed to bidding.

Major design components will include the following:

Task 1.C Bidding Documents (Project Manual)

It is anticipated that competitive quotes will be used for bidding for the anticipated work. Two separate quotes are anticipated. The project manual will include the following items:

- General Information for Bidders:
- Advertisement for Bids, Instructions to Bidders,
- Special Bidding requirements/provisions

- General Supplementary Conditions
- Information to be submitted with bid: Proposal and Bid Bond
- Agreement, Performance, Payment and Maintenance Bond Forms
- Technical Specifications, SUDAS

Task 1.D Meetings

A kick-off meeting has already been held with City staff to collect existing information, to assess your needs, and finalize the scope of work. One additional coordination meeting will be included for plan review.

TASK 2: Bidding Phase

Bolton & Menk will provide the following items during bidding phase services:

- Prepare advertisement for bids and submit to the City for publications
- Provide copies of the contract/bidding documents
- Address questions from prospective bidders, subcontractors and suppliers, and prepare and issue addenda as required
- Attend bid opening and prepare recommendation for Award

TASK 3: Construction Phase Services

Task 3.A Preconstruction Conference

Bolton & Menk will attend and preside over a preconstruction conference. Attendees will include City staff, Contractor representatives, and Bolton & Menk staff. We will also be available to answer Contractor questions during the project.

Task 3.B Construction Administration

During the term of the construction phase, Bolton & Menk will provide the following services: Review all shop drawing submittals, prepare pay estimates and other contractor or City correspondence, conduct onsite visits estimated at approximately 12 hours per week, final inspection, and preparation of punch list and other close out documents.

Task 3.C Construction Staking

We will provide construction staking for improvements.

Task 3.D Record Drawings

Provide Record Drawings based on City staff and Contractor construction records.

Items provided by the Client

- Application/permit fees
- Electronic copies of existing documents (reports, deeds, plats, plans, etc.)
- Coordination for franchise utility locates
- Providing field locates of the existing tile lines for the bio-reactor projects
- Provide plans for tile and storm sewer improvements in the DD25 Bio-reactor location

BASIS OF FEE ASSUMPTIONS

For this proposal, assumptions were made as to the nature of how or why certain situations will be handled. These assumptions are as follows:

- Off-site improvement design will not be required
- Deliverables provided by owner are sufficient to be used for the basis for design
- Any changes to the scope of work that are not specifically included in this proposal will be considered additional work and a negotiated amendment to the agreement will be completed.
- Full time Resident Project Representative will not be required for the project.

Terms & Conditions

Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule or scope of the Proposal.

A. Services: BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal shall be considered "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. Client shall promptly inform BMI of any alleged defects in services provided or the project.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, property damage may occur due to excavations, tree and brush trimming, marking lines, etc. The cost to correct resulting damages has not been included in the fee. BMI will take precautions to minimize damage due to these activities and the Client agrees to reimburse BMI for any costs associated with required restoration work.

D. Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no expressed or implied warranty with respect to its undertakings described herein.**

E. Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

F. Project Approvals: Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements, BMI makes no representations as to acceptability or approvability of the project; or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to BMI is not contingent upon project approval.

G. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

Terms & Conditions

Bolton & Menk, Inc.

(Continued)

H. Construction Phase Services: If construction phase engineering or staking services are included in this Proposal or subsequently authorized, Client is notified that BMI is not be responsible for means, methods, techniques or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.

I. Ownership and Alteration of Documents: All documents, including reports, specifications, drawings, field data, notes and documents or electronic media prepared or furnished by BMI under this agreement shall remain the property of BMI. The Client may make and retain copies for its use in connection with this project. However, such documents are not intended for reuse by the Client on any other project or alteration of the project by others without the written consent of BMI. Electronic media may be furnished for convenience of Client; however, only signed and certified hard copies of submittals may be relied upon as documentation of professional services provided.

J. Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either monthly or upon completion of services. Invoices are due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services.

K. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1% on the unpaid balance. If any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

L. Termination of Services: This agreement may be terminated, upon written notice, by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

M. Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed \$ 50,000. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, if any.

N. Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall be submitted to mediation before any other lawful dispute resolution is commenced by either party.

O. Withdrawal of Proposal: This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this Proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph P.

P. Agreement: If the Proposal is accepted, the Client and BMI may enter into and execute an Agreement incorporating the Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. Upon request by the Client, BMI may, at its sole discretion and for the benefit of the Client, proceed with any proposed services prior to execution of a written agreement. In the absence of an executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

Staff Summary

4/6/2015

Agenda Item # 24.



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REPORT TO: Honorable Mayor and City Council

FROM: Mike Wilson, Community Development Director

SUBJECT: **Study Session On The Potential Development Of The New Storm Lake 3rd Addition**

BACKGROUND: Will Nelson of Stonecreek Development located in suburban Chicago is developing a plan for the development of the new Storm Lake 3rd Addition. To accommodate his plan, it is possible that changes to lot lines, setbacks, possibly zoning or the creation of a Planned Unit Development will need to be considered. Mr. Nelson would like to provide Council with an overview of his plan to gauge their interest in having him move forward with his plan.

We have invited members of the Planning and Zoning Commission to be here so that they can gain some advance understanding of Mr. Nelson's plans as well.

FISCAL IMPACT: None

RECOMMENDATION: Conduct the Study Session