

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



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

AGENDA

1. Hear the Public
2. Consent Agenda
 - A. Approve Consent Agenda
 - B. Buy Local Information
3. **Public Hearing On The Proposal To Sale Vacated Alley To St. Mary's School**
4. **Resolution No. 73-R-2014-2015 Approving The Sale And Conveyance Of The Vacated Alley To St. Mary's School**
5. **Public Hearing On Grant Application For CDBG Program - Erie Street Storm Water Project**
6. **Motion Approving Contract With Simmering & Cory For Grant Writing Services - Erie Street Storm Water Project (CDBG)**
7. **Motion Approving Agreement With Bolton & Menk For Preliminary Design Services on CDBG Application - Erie Street Storm Water Project**
8. **Resolution No. 74-R-2014-2015 Approving Change Order #3 to FEMA Sanitary Sewer System Mitigation Project Contract 2**
9. **Resolution No. 75-R-2014-2015 Approving Change Order #4 To FEMA Sanitary Sewer System Mitigation Project Contract #2**
10. **Resolution No. 76-R-2014-2015 Approving Supplemental Contract Sanitary Sewer System Mitigation Project Contract #2**
11. **Resolution No. 77-R-2014-2015 Accepting FEMA Sanitary Sewer System Mitigation Project Contract #2**
12. **Motion To Approve The Contract for FY 2015 Audit Services with Hunzelman, Putzier & Co., PLC**
13. **Set Public Hearing For The Lake Avenue Recreational Trail Project**
14. **Motion To Approve Agreement With The Chicago Central and Pacific Railroad Company For the HWY 7 Widening Project**
15. **Motion To Approve CGI Communications Agreement & Direct City Manager To Sign Same**
16. **Study Session To Discuss On Going Land Developments**
17. **Closed Session Reference Iowa Code Chapter 21.5 (i) - To Evaluate The City Manager During His Annual Evaluation**
18. **Motion Authorizing Renewal Of City Manager Contract & Pay Changes**
19. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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



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Staff Summary

1/5/2015
Agenda Item # A.



City of Storm Lake
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REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Sunrise Pointe disbursements for approval
- Approve December 15, 2014 City Council Minutes
- Approve liquor license renewal for Al's Liquors and Ahuachapan Restaurant
- Native Wine Permit for the Daily Apple

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$1,242,260.88
- King's Pointe Bills - \$160,681.44
- Sunrise Pointe Golf Course Bills - \$3,186.86

The City will receive the following revenues:

- Liquor license renewal - \$500.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ Minutes - December 15, 2014	Minutes
☐ Al's Liquors - Liquor report	Backup Material
☐ Ahuachapan Restaurant - Liquor Report	Backup Material

City of Storm Lake
620 Erie Street PO Box 1086
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Checks for Approval Report

From: 12/16/14 To 01/05/15
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00553.12.2014 Aflac Pretax	50.17
AFLAC	PR Batch 00553.12.2014 Aflac After tax	54.06
AFLAC	PR Batch 00554.12.2014 Aflac Pretax	489.44
AFLAC	PR Batch 00554.12.2014 Aflac After tax	182.16
AFLAC	PR Batch 00551.01.2015 Aflac Pretax	50.17
AFLAC	PR Batch 00551.01.2015 Aflac After tax	54.06
City of Storm Lake	PR Batch 00551.01.2015 Dental insurance employee c	2.18
City of Storm Lake	PR Batch 00551.01.2015 Dental employee/spouse	11.15
City of Storm Lake	PR Batch 00551.01.2015 Dental insurance family	28.32
City of Storm Lake	PR Batch 00551.01.2015 125 Flexible Benefits	207.91
City of Storm Lake	PR Batch 00551.01.2015 Health Insurance Family	596.50
City of Storm Lake	PR Batch 00551.01.2015 Health Insurance Single	48.12
City of Storm Lake	PR Batch 00554.12.2014 Dental employee/child	5.64
City of Storm Lake	PR Batch 00554.12.2014 Dental insurance employee c	19.60
City of Storm Lake	PR Batch 00554.12.2014 Dental employee/spouse	20.00
City of Storm Lake	PR Batch 00554.12.2014 Dental insurance family	80.75
City of Storm Lake	PR Batch 00554.12.2014 125 Flexible Benefits	653.98
City of Storm Lake	PR Batch 00554.12.2014 Health Insurance Family	1,790.58
City of Storm Lake	PR Batch 00554.12.2014 Health Insurance Single	423.20
City of Storm Lake	PR Batch 00553.12.2014 Dental insurance employee c	2.12
City of Storm Lake	PR Batch 00553.12.2014 Dental employee/spouse	10.85
City of Storm Lake	PR Batch 00553.12.2014 Dental insurance family	27.66
City of Storm Lake	PR Batch 00553.12.2014 125 Flexible Benefits	209.57
City of Storm Lake	PR Batch 00553.12.2014 Flex- Child Care	20.83
City of Storm Lake	PR Batch 00553.12.2014 Health Insurance Family	587.80
City of Storm Lake	PR Batch 00553.12.2014 Health Insurance Single	45.84
Collection Services Center	PR Batch 00553.12.2014 Child Support Payments to I	325.00
Collection Services Center	PR Batch 00554.12.2014 Child Support Payments to I	222.00
Collection Services Center	PR Batch 00551.01.2015 Child Support Payments to I	325.00
Conseco Health Insurance Co	PR Batch 00554.12.2014 Cancer Pre Tax Insurance	58.30
EFTPS	PR Batch 00554.12.2014 Federal Income Tax	9,043.05
EFTPS	PR Batch 00554.12.2014 FICA Employee Portion	3,452.22
EFTPS	PR Batch 00554.12.2014 FICA Employer Portion	3,452.22
EFTPS	PR Batch 00554.12.2014 Medicare Employee Portion	1,301.14
EFTPS	PR Batch 00554.12.2014 Medicare Employer Portion	1,301.14
EFTPS	PR Batch 00553.12.2014 Federal Income Tax	4,289.09
EFTPS	PR Batch 00553.12.2014 FICA Employee Portion	1,799.28
EFTPS	PR Batch 00553.12.2014 FICA Employer Portion	1,799.28
EFTPS	PR Batch 00553.12.2014 Medicare Employee Portion	563.03
EFTPS	PR Batch 00553.12.2014 Medicare Employer Portion	563.03
EFTPS	PR Batch 00551.01.2015 Federal Income Tax	4,313.50
EFTPS	PR Batch 00551.01.2015 FICA Employee Portion	1,881.28
EFTPS	PR Batch 00551.01.2015 FICA Employer Portion	1,881.28
EFTPS	PR Batch 00551.01.2015 Medicare Employee Portion	530.66
EFTPS	PR Batch 00551.01.2015 Medicare Employer Portion	530.66
ICMA Retirement Trust 457	PR Batch 00551.01.2015 ICMA	1,100.00
ICMA Retirement Trust 457	PR Batch 00551.01.2015 ICMA City Paid	529.18
ICMA Retirement Trust 457	PR Batch 00551.01.2015 ICMA City paid for Police	432.81
ICMA Retirement Trust 457	PR Batch 00553.12.2014 ICMA	1,100.00
ICMA Retirement Trust 457	PR Batch 00553.12.2014 ICMA City Paid	529.02
ICMA Retirement Trust 457	PR Batch 00553.12.2014 ICMA City paid for Police	432.81
ICMA Retirement Trust 457	PR Batch 00554.12.2014 ICMA	885.00
Iowa Public Employees	PR Batch 00554.12.2014 IPERS	3,456.15
Iowa Public Employees	PR Batch 00554.12.2014 IPERS City Share	5,187.00
Iowa Public Employees	PR Batch 00553.12.2014 IPERS	1,563.44
Iowa Public Employees	PR Batch 00553.12.2014 IPERS City Share	2,346.47
Iowa Public Employees	PR Batch 00551.01.2015 IPERS	1,503.94

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Iowa Public Employees	PR Batch 00551.01.2015 IPERS City Share	2,257.17
ITT Hartford AMS RPVA	PR Batch 00551.01.2015 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00553.12.2014 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00554.12.2014 457 Hartford	225.00
Muni Fire/Police Retire	PR Batch 00554.12.2014 Muni Police/Fire Pension	3,081.56
Muni Fire/Police Retire	PR Batch 00554.12.2014 Muni Police/Fire Pension Ci	9,969.19
Muni Fire/Police Retire	PR Batch 00553.12.2014 Muni Police/Fire Pension	534.26
Muni Fire/Police Retire	PR Batch 00553.12.2014 Muni Police/Fire Pension Ci	1,728.39
Muni Fire/Police Retire	PR Batch 00551.01.2015 Muni Police/Fire Pension	534.26
Muni Fire/Police Retire	PR Batch 00551.01.2015 Muni Police/Fire Pension Ci	1,728.39
Teamsters Local Union 554	PR Batch 00554.12.2014 Union Dues	305.50
Treasurer State Of Iowa	PR Batch 00554.12.2014 State Income Tax	3,428.48
Treasurer State Of Iowa	PR Batch 00553.12.2014 State Income Tax	1,882.55
Treasurer State Of Iowa	PR Batch 00551.01.2015 State Income Tax	1,837.89

UNAVAILABLE	Department Total =	90,082.28
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Police Department

Alta Body Shop	November 2014 Towing Services	1,890.00
Buena Vista Stationery & Print Inc	Chair	329.00
Buena Vista Stationery & Print Inc	Evidence Reports	257.70
Buena Vista Stationery & Print Inc	Contact Sheets	851.60
Central Iowa Distributing, Inc	Cleaning Supplies	408.08
City of Storm Lake	USB Cables 12/15/2014	171.75
City of Storm Lake	USB Car Chargers 12/15/2014	101.32
City of Storm Lake	Health Ins Allocations Jan2015	20,795.55
City of Storm Lake	FY 2015 Fleet Allocation	44,985.00
Crescent Electric Supply Co	Light	4.02
Diekman Patrick L	Fuel Mileage- Johnston for Investigation	15.02
Evertex Inc	Cell Phone Service Jan 2015	442.72
Fareway Store #461	Candy Canes	3.75
Graham Tire	2 New Tires P-13	293.07
Graham Tire	Tire Repairs P-13	21.80
Hy-Vee, Inc	Supplies	35.00
Hy-Vee, Inc	Supplies	48.00
Hy-Vee, Inc	Meeting Supplies	42.99
Iowa Office Supply Inc	Copier Maintenance Agreement	166.68
Iowa Police Chiefs Assc	2015 IPCA Dues- Prosser	75.00
Keller Ken	Main Sewer Cleaned- Lobby Restroom- Less Tax	149.00
Keltek, Inc	Roll Paper	237.50
Mangold Environmental Testing	Shipping	6.03
Mangold Environmental Testing	Shipping	6.03
Med-Tech Resource Inc	New Radio Batteries (3)	272.50
MidAmerican Energy Company	Electric Service Oct/Nov 2014	739.86
Nepple Electric Inc	Light Repairs at West 7th	704.14
Principal Life Ins Co	Insurance Premium Jan 2015	2,152.19
Prosser Mark	Mileage- Ankeny- Prosser	70.00
Purchase Power	Postage Dec 16, 2014	61.95
Rasmussen's	Exterior Door Hatch P-6	181.94
Rasmussen's	Hub Assembly & Ball Joints P-16	1,014.31
Rasmussen's	Brakes & Rotors P-13	230.25
Rasmussen's	Battery Repairs P-11	51.16
Rohr Manufacturing Services, Ltd	New Extinguisher	39.25
Secretary of State	FY2015 Notary Renewal- Speers	30.00
Storm City Auto Parts	Anti-Freeze	19.98
Storm City Auto Parts	Battery P-11	2.62
Storm Lake Ace Hardware Inc	Filter	16.39
Ultramax Ammunition	Ammo	3,492.00

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Ultramax Ammunition	Ammo	1,125.00
Wal Mart #01-1526	Supplies	26.94
Wal Mart #01-1526	SD Card	22.88
Wal Mart #01-1526	Wiper Blades	37.85
Wede's Lock Service Joe	Keys	67.50
Wede's Lock Service Joe	New Cylinder & Service Call	65.00

Police Department **Department Total =** 81,760.32

Fire Department

Alpha Wireless	Pager Repairs	55.00
Alpha Wireless	Pager Repairs	133.00
Bomgaars Supply, Inc	Supplies	38.46
Buena Vista Stationery & Print Inc	Envelopes for Volunteers- Paid \$1.09 in tax also	-1.09
City of Storm Lake	Health Ins Allocations Jan2015	1,911.04
Evertex Inc	Cell Phone Service Jan 2015	51.31
Feld Equipment Company, Inc Ed M	New Air-Pak, Air Bottle, Face Piece, & Voice Amplifi	5,350.00
Midwest Breathing Air LLP	Quarterly Air Test 12/9/2014	150.00
Principal Life Ins Co	Insurance Premium Jan 2015	173.59
Purchase Power	Postage Dec 16, 2014	16.32

Fire Department **Department Total =** 7,877.63

Building Official

City of Storm Lake	Health Ins Allocations Jan2015	1,894.03
Evertex Inc	Cell Phone Service Jan 2015	27.54
Iowa Assoc Housing Officials	FY 2015 Membership- Olesen & Swanson	35.00
Principal Life Ins Co	Insurance Premium Jan 2015	132.66
Purchase Power	Postage Dec 16, 2014	34.98

Building Official **Department Total =** 2,124.21

Crime Prevention

American Aluminum Accessories	Remote Door Opening System	461.00
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Crime Prevention **Department Total =** 461.00

Roadway Maintenance

Arnold Motor Supply, LLP	Log Splitter Switch	21.08
Arnold Motor Supply, LLP	Blade	8.99
Barco Municipal Products Inc	Orange Chaps	98.30
Blacktop Service Company Inc	Pay Estimate #6 of W 5th Street	13,496.42
Bolton & Menk, Inc	Professional Engineer Svc through 12/15/2014	755.00
Bolton & Menk, Inc	Professional Engineer Svc through 12/15/2014	14,690.00
Bomgaars Supply, Inc	Gloves	63.96
Bomgaars Supply, Inc	Snaps & Fasteners	12.97
Bomgaars Supply, Inc	Gate	164.99
Bomgaars Supply, Inc	Plugs, Hooks, & Chain	28.33
Central Iowa Distributing, Inc	Cleaning Supplies	222.65
City of Storm Lake	FY2015 Technology Allocation	26,583.00
City of Storm Lake	Health Ins Allocations Jan2015	4,868.88
CNH Industrial America LLC	Chain	18.52
Evertex Inc	Cell Phone Service Jan 2015	13.77
Fastenal Company	Supplies	0.78
Hunzelman Putzier Company	FY2014 Audit Services through 11/28/2014	601.29

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Iowa Office Supply Inc	Copier Maintenance Agreement	20.04
MidAmerican Energy Company	Electric Service Oct/Nov 2014	503.70
Northern Safety Co, Inc	Hardhat (2)	100.56
Principal Life Ins Co	Insurance Premium Jan 2015	357.14
Smith Concrete Service Inc	Sidewalk Assessments	2,764.00
Storm Lake Ace Hardware Inc	Filter	14.90
Storm Lake Hydraulics Co Inc	Suction Hose	6.32
Vermeer Sales & Service Inc	Cutter Tooth	470.80
Wal Mart #01-1526	Coffee, Trash Bags, Facial Tissue	78.14
Zee Medical Inc	First Aid Supplies	98.60

Roadway Maintenance **Department Total =** 66,063.13

Street Lighting

MidAmerican Energy Company	Electric Service Oct/Nov 2014	11,370.11
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Street Lighting **Department Total =** 11,370.11

Signs & Signals

General Traffic Controls Inc	Traffic Signal Repairs- Lake & Railroad	468.75
Iowa Dept of Transportation	Signs	95.78

Signs & Signals **Department Total =** 564.53

Snow Removal

Bomgaars Supply, Inc	Electrical Valve	128.98
City of Storm Lake	Replaced FNR Lever #16	911.11
City of Storm Lake	Rear Tire Replacement #59	335.40
City of Storm Lake	Sealed Access Hole in Cab #63	58.96
City of Storm Lake	Health Ins Allocations Jan2015	1,714.14
Principal Life Ins Co	Insurance Premium Jan 2015	129.18

Snow Removal **Department Total =** 3,277.77

Airport

Arnold Motor Supply, LLP	Oil Filter	7.19
Bart's Flying Service	Airport Contract December 2014	4,963.75
Bolton & Menk, Inc	SPCC Plan Development	1,333.50
Bolton & Menk, Inc	Construction Services through 11/30/2014	330.00
Bolton & Menk, Inc	Taxiway & Apron Design Services through 11/30/2014	570.00
Bomgaars Supply, Inc	Keys	4.47
Bomgaars Supply, Inc	Extension Cord	12.99
Bomgaars Supply, Inc	Airport Water Line Supplies	111.81
Century Link	Phone Service December 2014	128.89
Eastern Aviation Fuels, Inc	Jet A Fuel	19,478.62
Fairchild Communications Inc	Quarterly Maintenance through 12/31/2014	135.00
Iowa Dept of Natural Resources	2015 Annual Tank Management Fee ID#198603265	130.00
Iowa Lakes Regional Water	Water Services November 2014	55.38
Iowa Public Airport Assn	Annual IPAA Dues- Yarosevich	150.00
MidAmerican Energy Company	Electric Service Oct/Nov 2014	582.95
Purchase Power	Postage Dec 16, 2014	31.10
Wal Mart #01-1526	Supplies	42.58

Airport **Department Total =** 28,068.23

Library

Amazon.com	Books	8.13
Amazon.com	Vaccums Best Roll	11.20
Bomgaars Supply, Inc	Lights	31.98
Brodart Co	Books	39.94
Brodart Co	Books	11.56
Brodart Co	Books	28.96
Brodart Co	Books	15.64
Brodart Co	Books	13.43
Brodart Co	Books	121.67
Brodart Co	Books	30.14
Brodart Co	Books	89.91
Brodart Co	Books	79.09
Buena Vista Stationery & Print Inc	Office Supplies	9.49
Central Iowa Distributing, Inc	Cleaning Supplies	78.20
City of Storm Lake	Health Ins Allocations Jan2015	4,489.28
Custodian of Petty Cash Kim Mehlenbacher	Postage November 2014	276.26
Hy-Vee, Inc	Supplies	6.96
Hy-Vee, Inc	Supplies	2.38
Ingram Library Services, Inc	Books	16.78
Ingram Library Services, Inc	Books	15.64
Ingram Library Services, Inc	Books	17.36
Ingram Library Services, Inc	Books	17.94
Ingram Library Services, Inc	Books	19.67
Ingram Library Services, Inc	Books	16.21
Ingram Library Services, Inc	Books	28.97
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	34.15
Ingram Library Services, Inc	Books	6.18
Ingram Library Services, Inc	Books	17.91
Mead Jo	Travel Reimbursement- Mead- Milford	57.12
MidAmerican Energy Company	Electric Service Oct/Nov 2014	608.49
Midwest Tape LLC	DVDs	22.99
Midwest Tape LLC	DVDs	140.94
Midwest Tape LLC	DVDs	69.98
Principal Life Ins Co	Insurance Premium Jan 2015	219.18
ProElect/Professional Electronics	Annual Business Fire Alarm Monitoring Fee	150.00
ProElect/Professional Electronics	Fire Alarm Inspection 11/21/2014	315.00
Purchase Power	Postage Dec 16, 2014	5.01
Recorded Books LLC	CDs	40.50
Recorded Books LLC	CDs	40.50
Recorded Books LLC	CDs	23.40
Seiler Plumbing & Heating Inc	New Urinal	458.06
Seiler Plumbing & Heating Inc	Services	79.54

Library

Department Total = 7,782.53

Parks Department

Arnold Motor Supply, LLP	Toro #201 Filters	114.69
Arnold Motor Supply, LLP	Trail Lights	5.99
Arnold Motor Supply, LLP	Supplies	23.94
Arnold Motor Supply, LLP	Toolcat Light	9.39
Arnold Motor Supply, LLP	Repair Kit for New Holland	3.36
Arnold Motor Supply, LLP	Filters forToro	186.63
Bomgaars Supply, Inc	Door Pull- Charged Wrong Account- No Tax	7.28
Bomgaars Supply, Inc	Push Broom	47.97
Bomgaars Supply, Inc	Snaps & Links for Flag Pole	11.74

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Builders Sharpening & Service	Light Assembly	48.24
Central Iowa Distributing, Inc	Cleaning Supplies	52.70
City of Storm Lake	Health Ins Allocations Jan2015	1,893.13
CNH Industrial America LLC	Supplies	23.40
Crescent Electric Supply Co	Sensor	102.30
Deere Credit Inc	Dipstick for Parks Snowblower	11.98
Evertex Inc	Cell Phone Service Jan 2015	13.77
MidAmerican Energy Company	Electric Service Oct/Nov 2014	332.42
Principal Life Ins Co	Insurance Premium Jan 2015	188.54
Storm Lake Ace Hardware Inc	Light	13.98

Parks Department

Department Total = 3,091.45

Golf Course

Arnold Motor Supply, LLP	Tools for Shop	13.78
Arnold Motor Supply, LLP	Filters	99.61
Arnold Motor Supply, LLP	Tune Up	44.94
Arnold Motor Supply, LLP	Anti-Freeze & Outlet	8.84
City of Storm Lake	Health Ins Allocations Jan2015	542.28
MidAmerican Energy Company	Electric Service Oct/Nov 2014	237.94
Principal Life Ins Co	Insurance Premium Jan 2015	41.79
Storm Lake Ace Hardware Inc	Anti-Freeze	26.94

Golf Course

Department Total = 1,016.12

Campgrounds

City of Storm Lake	Health Ins Allocations Jan2015	180.76
Lakeshore Canvas/Leather	Campground Polaris Door Repairs	40.00
MidAmerican Energy Company	Electric Service Oct/Nov 2014	148.94
Principal Life Ins Co	Insurance Premium Jan 2015	13.93

Campgrounds

Department Total = 383.63

UNAVAILABLE

MidAmerican Energy Company	Electric Service Oct/Nov 2014	843.97
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UNAVAILABLE

Department Total = 843.97

UNAVAILABLE

Bolton & Menk, Inc	Professional Engineer Svc through 12/15/2014	270.00
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UNAVAILABLE

Department Total = 270.00

Shelter House

Bomgaars Supply, Inc	Ammonia	15.36
MidAmerican Energy Company	Electric Service Oct/Nov 2014	204.45

Shelter House

Department Total = 219.81

Dohrman Trust

Century Business Products, Inc	Copier Maintenance (Partial)	15.00
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Dohrman Trust

Department Total = 15.00

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Economic Develop

City of Storm Lake	Health Ins Allocations Jan2015	925.44
Evertex Inc	Cell Phone Service Jan 2015	23.77
Principal Life Ins Co	Insurance Premium Jan 2015	60.77

Economic Develop

Department Total = 1,009.98

Bargloff TIF

Harvest International Inc	2013 Tax Rebate Payment #1	12,798.30
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Bargloff TIF

Department Total = 12,798.30

Storm Lake Sub-Division #5

Bolton & Menk, Inc	Construction Admin through 12/15/2014	3,803.50
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Storm Lake Sub-Division #5

Department Total = 3,803.50

Dredging

City of Storm Lake	Health Ins Allocations Jan2015	138.95
Lake Improvement Commission	2nd Qtr Hotel/Motel Tax	20,312.04
Principal Life Ins Co	Insurance Premium Jan 2015	8.55

Dredging

Department Total = 20,459.54

Convention/Visitor's Bureau

Storm Lake United	2nd Qtr Hotel/Motel Tax Distribution	60,936.11
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Convention/Visitor's Bureau

Department Total = 60,936.11

Mayor, Council, Manager

City of Storm Lake	Health Ins Allocations Jan2015	22.07
Principal Life Ins Co	Insurance Premium Jan 2015	49.09

Mayor, Council, Manager

Department Total = 71.16

Policy & Administration

City of Storm Lake	Health Ins Allocations Jan2015	1,370.18
Principal Life Ins Co	Insurance Premium Jan 2015	106.44

Policy & Administration

Department Total = 1,476.62

Legal Services

Havens & Havens	4th Quarter 2014 Council Meetings	500.00
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Legal Services

Department Total = 500.00

City Hall Building

Central Iowa Distributing, Inc	Cleaning Supplies	243.00
Evertex Inc	Cell Phone Service Jan 2015	15.86

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MidAmerican Energy Company	Electric Service Oct/Nov 2014	338.78
Schumacher Elevator Company	Elevator Maintenance	187.77
Steve's Window Svc	Window Cleaning Service	34.00

City Hall Building	Department Total =	819.41
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Other Policy & Administration

Buena Vista Stationery & Print Inc	Laminating	37.50
Buena Vista Stationery & Print Inc	Paper	8.60
City of Storm Lake	FY2015 Technology Allocation	47,583.00
CivicPlus	Web Page- Add Leadership	900.00
Fridley Theatres, Inc RL	Movie Passes	600.00
Hunzelman Putzier Company	FY2014 Audit Services through 11/28/2014	3,006.49
Iowa Office Supply Inc	Copier Maintenance Agreement	20.05
Iowa Office Supply Inc	Office Supplies	21.60
Iowa Office Supply Inc	Office Supplies	12.82
King's Pointe Resort	Legislative Luncheon	61.74
Patrick James H	Mileage- Iowa City- Patrick	280.00
Purchase Power	Postage Dec 16, 2014	306.04
Qualified Presort Service, LLC	City Tidbits	200.94
Qualified Presort Service, LLC	Monthly Statements	397.39
Wal Mart #01-1526	Supplies	64.07
Wal Mart #01-1526	Supplies	41.37

Other Policy & Administration	Department Total =	53,541.61
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Water Administration

Buena Vista Stationery & Print Inc	Notary Stamps- Martinez, Gibbins	20.67
Buena Vista Stationery & Print Inc	Paper	8.60
City of Storm Lake	FY2015 Technology Allocation	29,083.00
City of Storm Lake	Health Ins Allocations Jan2015	2,882.28
Evertex Inc	Cell Phone Service Jan 2015	15.62
Hunzelman Putzier Company	FY2014 Audit Services through 11/28/2014	601.29
Iowa Office Supply Inc	Office Supplies	21.60
Iowa Office Supply Inc	Copier Maintenance Agreement	20.05
Principal Life Ins Co	Insurance Premium Jan 2015	223.78
Purchase Power	Postage Dec 16, 2014	17.66
Qualified Presort Service, LLC	ACH Statements	91.45
Springbrook Software, Inc	November 2014 Online UB	128.75

Water Administration	Department Total =	33,114.75
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Water Plant

Automatic Systems Co	On Site Communication Analysis & Viability Survey	9,490.00
Bierschbach Equipment & Supply Company, Inc	Safety Jackets	151.50
Bierschbach Equipment & Supply Company, Inc	Safety Jackets	331.50
Bierschbach Equipment & Supply Company, Inc	Safety Jackets Credit	-186.00
Bolton & Menk, Inc	Design & Construction through 11/7/2014	16,789.34
Bomgaars Supply, Inc	Socket Adapters	18.96
Bomgaars Supply, Inc	Tie Straps	59.98
Bomgaars Supply, Inc	Kerosene Can	29.99
Bomgaars Supply, Inc	Heaters	39.98
Bomgaars Supply, Inc	Tower 4 Pit Sump Pump	105.67
Bomgaars Supply, Inc	Heater	19.99
Bomgaars Supply, Inc	Extension Cord	59.99
City of Storm Lake	Health Ins Allocations Jan2015	4,550.04

City of Storm Lake
620 Erie Street PO Box 1086
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Checks for Approval Report

From: 12/16/14 To 01/05/15
User: tyler.gibbins

Control System Specialists, LLC	Boiler Replacement	9,052.00
Crescent Electric Supply Co	Wiring, Spades	110.00
Evertex Inc	Cell Phone Service Jan 2015	118.85
Feld Equipment Company, Inc Ed M	Smoke Alarm	73.00
Grundman Hicks Const Co LLC	Pay Estimate #5 of the Lime Press Building	85,043.04
Iowa Office Supply Inc	Copier Maintenance Agreement	10.66
Iowa Rural Water Assn	2015 Community Membership Dues	175.00
MidAmerican Energy Company	Electric Service Oct/Nov 2014	11,763.58
Mike's Electronics Inc	Analog Card & Intallation	1,520.69
Mike's Electronics Inc	SCADA Services	245.00
Mike's Electronics Inc	Clearwell Transducer	215.00
Mike's Electronics Inc	SCADA Services	155.00
Mississippi Lime Company	Lime	4,814.60
Mississippi Lime Company	Lime	4,693.00
Mississippi Lime Company	Lime	4,698.70
Nasers Mitchell	Lime Hauling Nov 19-26	1,540.00
O'Reilly Auto Parts	Fuse Holder, Lamp	8.58
Principal Life Ins Co	Insurance Premium Jan 2015	423.29
Reinert Michael P	Oxygen Refill	21.00
Storm Lake Ace Hardware Inc	Tape, Heaters, Snap Ring	81.93
Storm Lake Ace Hardware Inc	Basin 1 Repair Supplies	55.73
Storm Lake Ace Hardware Inc	Bit, Fuse Box, & Blade	61.96
USA Blue Book	PH Probe	484.76
Wal Mart #01-1526	Paper Towels	52.50
Wal Mart #01-1526	Paper Towels, Toilet Paper, Light, Coffee	173.01

Water Plant **Department Total =** 157,051.82

Water Distribution

Arnold Motor Supply, LLP	Air Compressor Thermostat	4.73
Arnold Motor Supply, LLP	Receiver Hitch	122.99
Arnold Motor Supply, LLP	Air Compressor Hose/Clamps	16.71
Arnold Motor Supply, LLP	Air Compressor Spark Plug	13.14
Bomgaars Supply, Inc	Electrical Fasteners	45.97
Bomgaars Supply, Inc	Drill Combo Kit	269.99
Bomgaars Supply, Inc	Light, Chisel, Anti-Freeze	77.36
Bomgaars Supply, Inc	Anti-Freeze & Hitch Pin	47.41
Buena Vista Stationery & Print Inc	Colored Paper- Postings	30.30
City of Storm Lake	FY 2015 ROW	75,000.00
City of Storm Lake	Health Ins Allocations Jan2015	1,574.33
City of Storm Lake	Replaced Hyd Hose & Cyl #7	572.76
Crescent Electric Supply Co	Electrical Parts	231.72
Crescent Electric Supply Co	Distribution Building Electrical Parts	3.60
Crescent Electric Supply Co	Distribution Building Electrical Parts	252.05
Crescent Electric Supply Co	Distribution Building Electrical Parts	215.59
Crescent Electric Supply Co	Distribution Building Electrical Parts	38.63
Crescent Electric Supply Co	Distribution Building Electrical Parts	30.20
Crescent Electric Supply Co	Distribution Building Electrical Parts	362.57
Crescent Electric Supply Co	Distribution Building Electrical Parts	15.02
Crescent Electric Supply Co	Distribution Building Electrical Parts	121.13
Crescent Electric Supply Co	Distribution Building Electrical Parts	69.34
Crescent Electric Supply Co	Distribution Building Electrical Parts	266.28
Crescent Electric Supply Co	Distribution Building Electrical Parts	102.37
Crescent Electric Supply Co	Distribution Building Electrical Parts	34.69
Crescent Electric Supply Co	Distribution Building Electrical Parts	-148.75
Crescent Electric Supply Co	Distribution Building Electrical Parts	15.18
Crescent Electric Supply Co	Distribution Building Electrical Parts	81.01
Crescent Electric Supply Co	Distribution Building Electrical Parts	312.41

City of Storm Lake
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Checks for Approval Report

From: 12/16/14 To 01/05/15
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Crescent Electric Supply Co	Distribution Building Electrical Parts	116.51
Crescent Electric Supply Co	Distribution Building Electrical Parts	32.78
Crescent Electric Supply Co	Distribution Building Electrical Parts	-0.74
Crescent Electric Supply Co	Distribution Building Electrical Parts	-665.98
Evertex Inc	Cell Phone Service Jan 2015	47.54
Iowa Office Supply Inc	Form Holders	110.25
Larson Oil & Distributing Co, Inc	Kerosene- Non-Tax	44.19
Larson Oil & Distributing Co, Inc	Kerosene- Non-Tax	25.00
Mangold Environmental Testing	Testing	125.00
MidAmerican Energy Company	Electric Service Oct/Nov 2014	77.95
Mike's Electronics Inc	Electrical Work	12,036.74
Mike's Electronics Inc	Lights/Fans	14,126.00
Owens Inspection Services, LLC	Tower #2 Inspection	900.00
Principal Life Ins Co	Insurance Premium Jan 2015	163.88
ProBuild	Drywall	16.50
Storm Lake Ace Hardware Inc	Batteries for Locator	27.98
Underground Location Company	Locates	49.50

Water Distribution

Department Total = 107,011.83

Water Meters

Arnold Motor Supply, LLP	Light	5.29
Arnold Motor Supply, LLP	Light	4.50
Arnold Motor Supply, LLP	Light	4.01
Bomgaars Supply, Inc	Overshoes & Boots	50.98
City of Storm Lake	Health Ins Allocations Jan2015	1,901.25
Evertex Inc	Cell Phone Service Jan 2015	23.77
Paxton's Jewelry	Retirement Piece- Camerer	121.25
Principal Life Ins Co	Insurance Premium Jan 2015	123.20
Storm Lake Ace Hardware Inc	Torch Kit	44.99
Storm Lake Ace Hardware Inc	Tools	28.98
Storm Lake Comm Schools	ID Badge- Jensen	5.00

Water Meters

Department Total = 2,313.22

Wastewater Administration

Buena Vista Stationery & Print Inc	Paper	8.60
Buena Vista Stationery & Print Inc	Notary Stamps- Martinez, Gibbins	20.67
City of Storm Lake	FY2015 Technology Allocation	29,083.00
City of Storm Lake	Health Ins Allocations Jan2015	2,873.10
Evertex Inc	Cell Phone Service Jan 2015	15.61
Hunzelman Putzier Company	FY2014 Audit Services through 11/28/2014	601.30
Iowa Office Supply Inc	Office Supplies	21.60
Iowa Office Supply Inc	Copier Maintenance Agreement	20.05
Principal Life Ins Co	Insurance Premium Jan 2015	222.45
Purchase Power	Postage Dec 16, 2014	17.66
Qualified Presort Service, LLC	ACH Statements	91.45
Qualified Presort Service, LLC	Monthly Statements	397.40
Springbrook Software, Inc	November 2014 Online UB	128.75

Wastewater Administration

Department Total = 33,501.64

Wastewater Treatment Plant

Arnold Motor Supply, LLP	Filters & Oil Dri	64.39
Automatic Systems Co	On Site Communication Analysis & Viability Survey	9,490.00
Bomgaars Supply, Inc	Tie Straps	111.21

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Checks for Approval Report

From: 12/16/14 To 01/05/15
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Century Link	December 2014 Phone Service	207.14
City of Storm Lake	Replaced Starter #45	451.87
City of Storm Lake	FY 2015 Fleet Allocation	76,452.10
City of Storm Lake	Health Ins Allocations Jan2015	4,534.16
Double Radius, Inc	Switches (3)	274.74
Evertex Inc	Cell Phone Service Jan 2015	122.99
Fastenal Company	Supplies	26.74
Ferguson Enterprises Inc	Supplies	49.15
Ferguson Enterprises Inc	Supplies	2.32
Foundation Analytical Laboratory Inc	Testing	2,093.00
G & T Trucking Inc	Lime Hauling	300.00
G & T Trucking Inc	Lime Hauling	300.00
Grainger Inc W.W.	Two New Dumpsters	2,822.00
Holstein Electric Ltd	Install Photo Cells	440.00
Iowa Office Supply Inc	Copier Maintenance Agreement	10.46
Iowa Rural Water Assn	2015 Community Membership Dues	175.00
Larson Oil & Distributing Co, Inc	FY2015 Tank Rental- #Q1406930	50.00
Larson Oil & Distributing Co, Inc	FY2015 Tank Rental- #Q1406936	50.00
Larson Oil & Distributing Co, Inc	Diesel Fuel	1,167.00
Menards Inc	Storage Unit	344.00
MidAmerican Energy Company	Electric Service Oct/Nov 2014	0.33
MidAmerican Energy Company	Electric Service Oct/Nov 2014	5.33
MidAmerican Energy Company	Electric Service Oct/Nov 2014	7,683.07
NCL of Wisconsin Inc	Testing Supplies	355.93
Principal Life Ins Co	Insurance Premium Jan 2015	352.64
ProBuild	Supplies for Effluent Building	102.35
Reinert Michael P	Angle & Rod	70.49
Seiler Plumbing & Heating Inc	Supplies	188.39
Storm Lake Ace Hardware Inc	Tool Rental	30.00
Storm Lake Ace Hardware Inc	Supplies	74.97

Wastewater Treatment Plant

Department Total = 108,401.77

Wastewater Collection

Arnold Motor Supply, LLP	Air Compressor Filter/Hose	42.86
City of Storm Lake	Health Ins Allocations Jan2015	1,910.52
City of Storm Lake	FY 2015 ROW	75,000.00
Magney Construction Inc	Pay Estimate #10 of Contract #6- Final	16,982.20
Mangold Environmental Testing	Testing- WW & Headworks	280.00
Nelsen Carl	Sewer Line Locate	230.00
Nelsen Carl	Sewer Line Locate	200.00
Principal Life Ins Co	Insurance Premium Jan 2015	164.74
Rehab Systems Inc.	Jet Vac Sludge from Basin at WW Plant	18,751.00
Underground Location Company	Locates	49.50
Veenstra & Kimm, Inc	Construction Admin through 12/13/2014	6,807.19
Veenstra & Kimm, Inc	Construction Admin through 12/13/2014	907.63
Veenstra & Kimm, Inc	Construction Admin through 12/13/2014	1,361.44

Wastewater Collection

Department Total = 122,687.08

Landfill

Buena Vista Stationery & Print Inc	Notary Stamps- Martinez, Gibbins	20.66
City of Storm Lake	Health Ins Allocations Jan2015	449.36
City of Storm Lake	FY2015 Technology Allocation	13,293.00
Hunzelman Putzier Company	FY2014 Audit Services through 11/28/2014	601.31
Iowa Office Supply Inc	Copier Maintenance Agreement	20.04
Principal Life Ins Co	Insurance Premium Jan 2015	20.51

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From: 12/16/14 To 01/05/15
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Purchase Power	Postage Dec 16, 2014	8.84
Qualified Presort Service, LLC	ACH Statements	91.44
Qualified Presort Service, LLC	Monthly Statements	397.40
Recycle Center Harold Rowley	3rd Qtr FY2015 Landfill Assessment	92,750.00
Springbrook Software, Inc	November 2014 Online UB	128.75

Landfill	Department Total =	107,781.31
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Storm Water Administration

City of Storm Lake	Health Ins Allocations Jan2015	721.85
City of Storm Lake	FY2015 Technology Allocation	13,292.00
Hunzelman Putzier Company	FY2014 Audit Services through 11/28/2014	601.30
Iowa Office Supply Inc	Copier Maintenance Agreement	20.04
ISWEP	2015 ISWEP Educational Materials	3,832.00
Principal Life Ins Co	Insurance Premium Jan 2015	28.73
Qualified Presort Service, LLC	Monthly Statements	397.40
Qualified Presort Service, LLC	ACH Statements	91.44
Springbrook Software, Inc	November 2014 Online UB	128.75

Storm Water Administration	Department Total =	19,113.51
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Storm Water Collection

City of Storm Lake	Health Ins Allocations Jan2015	450.77
Emmons & Olivier Resources Inc	Const Docs, Bidding, & RR Culvert Svc through 10/21	14,351.53
Emmons & Olivier Resources Inc	Survey, Bidding Assistance- November 2014	2,480.72
Principal Life Ins Co	Insurance Premium Jan 2015	22.52

Storm Water Collection	Department Total =	17,305.54
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Street Cleaning

City of Storm Lake	Repairs to Sweep Unit #68	88.07
City of Storm Lake	Health Ins Allocations Jan2015	450.21

Street Cleaning	Department Total =	538.28
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Insurance

Auxiant - Fixed Account	December 2014 Insurance Premium	15,780.96
Auxiant - Fixed Account	January 2015 Insurance Premium	18,659.06
Auxiant - Flex Account	12/17/2014 Flex Claims	1,150.80
Color-ize Inc	Health Insurance Booklets	672.55

Insurance	Department Total =	36,263.37
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Vehicle Maintenance

Arnold Motor Supply, LLP	Anti-Freeze	418.55
Arnold Motor Supply, LLP	Hose	36.80
Arnold Motor Supply, LLP	Lubricator	59.40
Arnold Motor Supply, LLP	Fuel Filter	54.72
Arnold Motor Supply, LLP	Battery	367.47
Arnold Motor Supply, LLP	Starter & Paint	9.38
Arnold Motor Supply, LLP	Light, Plug, Bracket, & Grommet	22.76
Arnold Motor Supply, LLP	Snowplow Light	159.99
Arnold Motor Supply, LLP	Solenoid	44.52
Arnold Motor Supply, LLP	Wire Set & Coil	97.26

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Arnold Motor Supply, LLP	Starter Switch	19.99
Arnold Motor Supply, LLP	Air Compressor Battery	99.15
Arnold Motor Supply, LLP	Filters & Lights	147.21
Arnold Motor Supply, LLP	Spark Plug	16.74
Arnold Motor Supply, LLP	Blower for #3 Boom	28.19
Arnold Motor Supply, LLP	Brake Clean	71.76
Arnold Motor Supply, LLP	Light & Clamps	19.77
Bomgaars Supply, Inc	Markers & Supplies	11.34
Bomgaars Supply, Inc	Hose & Tubing for #59-S	32.06
Bomgaars Supply, Inc	Plugs, Hooks, & Chain	152.93
Deere Credit Inc	Starter Motor	451.87
Fastenal Company	Supplies	10.28
Fitzpatrick Auto Center	Ball Joint Exchanged	-52.98
Fitzpatrick Auto Center	Ball Joint	424.98
Graham Tire	New Tire #59 Plow	335.40
PowerPlan	Update FNR Switch Assembly	911.11
Storm Lake Ace Hardware Inc	Plug & Pliers	36.96

Vehicle Maintenance

Department Total = 3,987.61

Technology

CivicPlus	Web Page- Add Intranet	900.00
Evertex Inc	New Cell Phones	4,500.00
Rebnord Technologies Inc	Fiber & Cabinets	19,190.00
Sidwell Company The	Web Hosting Fee FY2015	7,800.00
Wal Mart #01-1526	Phone Supplies	111.20

Technology

Department Total = 32,501.20

Grand Total = 1,242,260.88

These are Draft Minutes Subject to Final Council Approval

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, DECEMBER 15, 2014, 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Dan Anderson, Sara Huddleston, and Bruce Engelmann. Absent: David Walker and Mike Porsch. Staff present: City Manager Jim Patrick, City Attorney Phil Havens, Assistant Police Chief Todd Erskine, Building Official Scott Olesen, Fire Chief Mike Jones, Infrastructure Superintendent Pat Kelly, Project Manager/Community Development Director Mike Wilson (left at 5:17PM), 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 Engelmann to approve the consent agenda which included checks #47755 through #47901, minutes from the December 1, 2014 council meeting, liquor license renewal for Godfather's, and appointment of Susan Lyngaas to the Library Board. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

Outside Agency Requests – The Council held an outside agency question and answer session and the following agencies presented requests for funding to the Council. Historical Society - \$4,500; Upper Des Moines Opportunity - \$8,000; Witter Gallery - \$16,000.

Bond Counsel – Moved by Council Member Anderson to approve a Bond Counsel Engagement Agreement with Ahlers & Cooney to provide bond counsel services in connection with the issuance of bonds, notes, or other obligations for the City. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

Erie Street Storm Water – Moved by Council Member Huddleston to set a public hearing for January 5, 2015 on the submittal of an application to the Iowa Economic Development Authority for the CDBG program for the Erie Street Storm Water Project. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

FEMA Project – Contract 1 – Moved by Council Member Engelmann to adopt Resolution No. 59-R-2014-2015 approving Change Order #2 to the Sanitary Sewer System Mitigation Project – Contract 1 – Sanitary Sewer and Force Main – South Area a deduction of \$16,624 to the contract to adjust the original proposed quantities to the final contract quantities. Contract cost after change order is \$1,530,126.40. Seconded by

Council Member Huddleston. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

RESOLUTION NO. 59-R-2014-2015

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

To approve Change Order No. 2 to the contract with H & W Contracting, LLC for the Sanitary Sewer System Mitigation Project – Contract 1 – Sanitary Sewer and Force Main – South Area, a deduction of \$16,624 to the contract to adjust the original proposed quantities to the final contract quantities.

Total cost of Change Order #2 is a deduction of \$16,624 to the contract. Total contract cost after Change Order No. 1 is \$1,530,126.40.

PASSED AND APPROVED this 15th day of December 15, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Moved by Council Member Anderson to adopt Resolution No. 60-R-2014-2015 approving Change Order #3 to the Sanitary Sewer System Mitigation Project – Contract 1 – Sanitary Sewer and Force Main – South Area a deduction of \$10,646.50 to the contract for cost of repairing the Southwest Sanitary Sewer District force main. Contract cost after change order is \$1,519,479.90. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

RESOLUTION NO. 60-R-2014-2015

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

To approve Change Order No. 3 to the contract with H & W Contracting, LLC for the Sanitary Sewer System Mitigation Project – Contract 1 – Sanitary Sewer and Force Main – South Area. Change order is to incorporate in the contract a credit for cost of repairing the Southwest Sanitary Sewer District force main that was damaged by H & W Contracting and which the City of Storm Lake paid directly to the Southwest Sanitary Sewer District. Cost of repairs \$10,646.50.

Total cost of Change Order #3 is a deduction of \$10,646.50 to the contract. Total contract cost after Change Order No. 1 is \$1,519,479.90.

PASSED AND APPROVED this 15th day of December 15, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Moved by Council Member Engelmann to adopt Resolution No. 61-R-2014-2015 approving a supplemental contract for the Sanitary Sewer System Mitigation Project – Contract 1 – Sanitary Sewer and Force Main – South Area. Cost of supplemental contract is \$3,000. Seconded by Council Member Anderson. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

RESOLUTION NO. 61-R-2014-2015

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

To approve a Supplemental Contract with H & W Contracting, LLC for the Sanitary Sewer System Mitigation Project – Contract 1 – Sanitary Sewer and Force Main – South Area. Supplemental contract includes the following items:

1. The final grading and seeding of areas along County Road C-65
2. Establish a stand of grass and stabilization to allow for discontinuance of General Permit No. 2
3. All work shall be completed on or before June 15, 2015

Total cost of the supplemental contract is \$3,000.00

PASSED AND APPROVED this 15th day of December, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Moved by Council Member Huddleston to adopt Resolution No. 62-R-2014-2015 approving the final acceptance to the Sanitary Sewer System Mitigation Project – Contract 1 – Sanitary Sewer and Force Main – South Area. Final contract amount is \$1,516,479.90. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

RESOLUTION NO. 62-R-2014-2015

RESOLUTION ACCEPTING PUBLIC IMPROVEMENT

WHEREAS, the City Council of the City of Storm Lake, Iowa entered into a construction contract, and the Mayor and Clerk of Storm Lake, Iowa executed the contract with H & W Contracting, LLC, Sioux Falls, SD with regard to the Sanitary Sewer System Mitigation Project Contract 1 – Sanitary Sewer and Force Main – South Area, City of Storm Lake, Iowa.

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

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

Section 1. That said public improvement is hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract, and the total final contract price is \$1,516,479.90.

PASSED AND APPROVED this 15th day of December 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

West 5th Street Project – Moved by Council Member Anderson to adopt Resolution No. 63-R-2014-2015 approving Change Order #3 to the 2014 Street Improvement Project – HMA Resurfacing with Milling, West 5th Street from Vista Drive to Lake Avenue Project. Change order #3 included 2 days liquidated damages at \$1,200 per day a deduction of \$2,400 and quantity adjustments from original contract quantities a deduction of \$71,975.43 to the contract. Total contract cost after change order \$842,875.44. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

RESOLUTION NO. 63-R-2014-2015

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

To approve Change Order No. 3 to the contract with Blacktop Service Co. for the 2014 Street Improvement Project – HMA Resurfacing with Milling, West 5th Street from

Vista Drive to Lake Avenue Project with the following changes to the contract:

Two days of liquidated damages at \$1,200 per day a deduction of \$2,400

To also approve the quantity adjustments from original contract quantities a deduction of \$71,975.43 to the contract.

Total cost of change order #3 is a decrease of \$2,400.00 to the contract and adjustment for quantities is a decrease of \$71,975.43 to the contract. Total contract cost after change order #3 and quantity adjustments is \$842,875.44.

PASSED AND APPROVED this 15th day of December 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Moved by Council Member Huddleston to adopt Resolution No. 64-R-2014-2015 approving the final acceptance of the 2014 Street Improvement Project – HMA Resurfacing with Milling, West 5th Street from Vista Drive to Lake Avenue Project. Final contract cost \$842,875.44. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

RESOLUTION NO. 64-R-2014-2015

RESOLUTION ACCEPTING PUBLIC IMPROVEMENT

WHEREAS, the City Council of the City of Storm Lake, Iowa entered into a construction contract, and the Mayor and Clerk of Storm Lake, Iowa executed the contract with Blacktop Service Co. Humboldt, Iowa with regard to the 2014 Street Improvement Project – HMA Resurfacing with Milling, West 5th Street from Vista Drive to Lake Avenue Project, City of Storm Lake, Iowa.

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

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

Section 1. That said public improvement is hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract, and the total final contract price is \$842,875.44.

PASSED AND APPROVED this 15th day of December 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Wastewater Treatment Plant Improvements – Moved by Council Member Engelmann to adopt Resolution No. 65-R-2014-2015 approving Change Order #2 to Contract 6 – Wastewater Treatment Plant Improvements a deduction of \$6,248 to the contract moving items to the supplemental contract. Total Contract cost \$2,583,220. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

RESOLUTION NO. 65-R-2014-2015

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

To approve Change Order No. 2 to the contract with Magney Construction, Inc. for Contract 6 – Wastewater Treatment Plant Improvements for the following changes:

1. Move to the supplemental contract the startup and operator training for the ultraviolet disinfection system.
2. Transfer to the supplemental contract completion of edging work around the bio solids storage building
3. Provide an extended non-secured maintenance obligation for the UV disinfection system from the acceptance of the contract to the acceptance date of the supplemental contract.

Change Order #2 is a deduction of \$6,248.00 to the contract which will be moved to the supplemental contract. Total contract cost after Change Order #2 is \$2,583,220.

PASSED AND APPROVED this 15th day of December, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Moved by Council Member Anderson to adopt Resolution No. 66-R-2014-2015

approving the Supplemental Contract with Magney Construction, Inc. for the Wastewater Treatment Plant Improvements Contract 6. Total cost of the supplemental contract is \$6,248.00. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

RESOLUTION NO. 66-R-2014-2015

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

To approve a Supplemental Contract with Magney Construction, Inc. for the Wastewater Treatment Plant Improvements Contract 6. Supplemental contract is for the following items:

1. Startup and operating training of the UV disinfection system.
2. Completion of edging around the biosolids storage building.
3. Extension of the contractual maintenance provisions from the acceptance date of the contract to the acceptance date of the supplemental contract for matters related to the UV disinfection system.

Total cost of the supplemental contract is \$6,248.00

PASSED AND APPROVED this 15th day of December, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Moved by Council Member Huddleston to adopt Resolution No. 67-R-2014-2015 approving the final acceptance to the Wastewater Treatment Plant Improvements Contract 6. Final contract amount is \$2,583,220. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

RESOLUTION NO. 67-R-2014-2015

RESOLUTION ACCEPTING PUBLIC IMPROVEMENT

WHEREAS, the City Council of the City of Storm Lake, Iowa entered into a construction contract, and the Mayor and Clerk of Storm Lake, Iowa executed the contract with Magney Construction, Inc., Chanhassen, MN with regard to the Wastewater Treatment Plant Improvements Contract 6, City of Storm Lake, Iowa.

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

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

Section 1. That said public improvement is hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract, and the total final contract price is \$2,583,220.

PASSED AND APPROVED this 15th day of December 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

FEMA Project – Contract 4 – Moved by Council Member Engelmann to adopt Resolution No. 68-R-2014-2015 approving Change Order #5 to the Sanitary Sewer System Mitigation Project – Contract 4 – Lift Stations extending the contract completion date to January 15, 2015. Contract cost after change order is \$3,798,754.13. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

RESOLUTION NO. 68-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 Eriksen Construction Co., Inc. for the Sanitary Sewer System Mitigation Project – Contract 4 – Lift Stations, to extend the contract completion date from September 3, 2014 to January 15, 2015 for the purpose of completing construction of the four primary lift stations..

There is no cost to the contract for Change Order No. 5. Total contract cost after Change Order No. 5 is \$3,798,754.13.

PASSED AND APPROVED this 15th day of December, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Alley Vacation – Moved by Council Member Huddleston to pass on 3rd reading Ordinance No. 05-O-2014-2015 providing for the vacation of the north-south alley in Block 41 City of Storm Lake. Seconded by Council Member Anderson. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

ORDINANCE NO. 05-O-2014-2015

AN ORDINANCE PROVIDING FOR THE VACATION OF THE NORTH-SOUTH ALLEY IN BLOCK FORTY-ONE (41), CITY OF STORM LAKE, IOWA.

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

Section I. Purpose: The purpose of this Ordinance is to vacate the north-south alley in Block Forty-One (41), City of Storm Lake, Iowa and thereby relieve the City of Storm Lake of responsibility for its maintenance and supervision.

Section II. Facts Found: The City Council of the City of Storm Lake, Iowa hereby makes the following findings:

1. The north-south alley in Block Forty-One (41), City of Storm Lake, Iowa is not needed for use of the public, and therefore, its maintenance at public expense is not justified.
2. Notice of the intended vacation including the date on which the Council would first consider the vacating ordinance has been published in the Storm Lake Times on November 7, 2014, and which date was not less than four (4) nor more than twenty (20) days from the date of the first hearing which date was set for November 17, 2014.

Section III. Vacation: The north-south alley in Block Forty-One (41), City of Storm Lake, Iowa is hereby declared vacated.

Section IV. Repealer: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section V. Severability Clause. If any section, provision, or part of this Ordinance shall be judged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section VI. When Effective: This ordinance shall be in effect after its final

passage, approval and publication as provided by law.

Passed and approved this 15th day of December, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Moved by Council Member Anderson to adopt Resolution No. 69-R-2014-2015 ordering the vacation of the north-south alley in Block 41 City of Storm Lake. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

RESOLUTION NO. 69-R-2014-2015

RESOLUTION ORDERING VACATION OF THE NORTH-SOUTH ALLEY IN BLOCK FORTY-ONE (41), CITY OF STORM LAKE, IOWA SUBJECT TO PASSAGE OF ORDINANCE VACATING SUCH ALLEY

WHEREAS, following notice given as set forth in Iowa Code Section 306.12, on November 17, 2014, the City Council of the City of Storm Lake, Iowa, pursuant to Iowa Code Section 306.11, held a public hearing (the "Hearing") on the proposed permanent closing and vacation of the North-South Alley in Block Forty-One (41) in the City of Storm Lake, Iowa (the "Alley");

WHEREAS, members of the public were given the opportunity at the Hearing to comment on the proposed closing and vacation of the Alley;

WHEREAS, the City Council finds as follows:

- a. The north-south alley in Block Forty-One (41), City of Storm Lake, Iowa is not needed for use of the public, and therefore, its maintenance at public expense is not justified.
- b. The vacation will not deny owners of property abutting on the alley reasonable access to their property.
- c. Notice of the intended vacation including the date on which the Council would first consider the vacating ordinance has been published in the Storm Lake Times on November 7, 2014, and which date was not less than four (4) nor more than twenty (20) days from the date of the first hearing which date was set for November 17, 2014.

WHEREAS, Iowa Code Section 306.16 requires the City Council to enter an order either a) dismissing the vacation proceedings, or b) vacating and closing the Alley and stating the amount of damages, if any, allowed to each claimant of damages, if any;

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

1. The Alley is hereby ordered vacated and closed effective upon the effective date of Ordinance No. 05-O-2014-2015 of the City of Storm Lake, Iowa that will vacate and close the Alley.

2. No claim for damages was filed at or before the Hearing and no person is entitled to damages from the closing and vacation of the Alley.

3. This Resolution shall be considered the Order required by Iowa Code Section 306.16.

Passed and approved this 15th day of December, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

FEMA Project – Contract 2 – Moved by Council Member Engelmann to adopt Resolution No. 70-R-2014-2015 approving Change Order #5 to the Sanitary Sewer System Mitigation Project Contract 2 – Sanitary Sewer and Force Main – West Area extending the contract completion date to January 15, 2015. Contract cost after change order \$1,410,632.36. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

RESOLUTION NO. 70-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 J & K Contracting, LLC. for the Sanitary Sewer System Mitigation Project Contract 2 – Sanitary Sewer and Force Main – West Area, to extend the contract completion date from October 15, 2014 to January 15, 2015 for the purpose of completing the final closeout on the project.

There is no cost to the contract for Change Order #5. Total contract cost after Change Order #5 is \$1,410,632.36.

PASSED AND APPROVED this 15th day of December 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

FEMA Project – Contract 3 – Moved by Council Member Anderson to adopt Resolution No. 71-R-2014-2015 approving Change Order #4 to the Sanitary Sewer System Mitigation Project Contract 3 – Sanitary Sewer and Force Main – North Area extending the contract completion date to January 15, 2015. Contract cost after change order \$1,368,455.50. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

RESOLUTION NO. 71-R-2014-2015

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

To approve Change Order No. 4 to the contract with H & W Contracting for the Sanitary Sewer System Mitigation Project Contract 3 – Sanitary Sewer and Force Main – North Area and extension of the contract completion date from September 1, 2013 to January 15, 2015 for the purpose of allowing the contractor to complete final construction cleanup and restoration on the project, with the exception of the work on 13th Street.

There is no cost to the contract for change order #4. Total contract cost after change order #4 is \$1,368,455.50.

PASSED AND APPROVED this 15th day of December 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Alley Sale – Moved by Council Member Huddleston to adopt Resolution No. 72-R-2014-2015 setting a public hearing for January 5, 2015 for the proposed sale of the vacated alley in Block 41 to St. Mary's Roman Catholic Church. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Walker and Porsch absent. Motion carried.

RESOLUTION NO. 72-R-2014-2015

RESOLUTION PROPOSING SALE OF VACATED ALLEY AND NOTICE TO THE PUBLIC

WHEREAS, on December 15, 2014, following notice to the public and hearing as prescribed by law, the City Council of the City of Storm Lake, Iowa passed on third reading Ordinance No. 05-O-2014-2015, that, as of the Ordinance's effective date, vacates the alley legally described as:

The north-south alley in Block Forty-One (41), City of Storm Lake, Iowa
(the "Alley").

WHEREAS, on December 15, 2014, following notice to the public and a November 17, 2014 hearing, as prescribed by law, the City Council of the City of Storm Lake, Iowa passed a resolution that Ordered the Alley vacated and closed as of the effective date of Ordinance No. 05-O-2014-2015;

WHEREAS, the Alley, approximately 9,620 square feet in size, is without apparent value or use to the City;

WHEREAS, St. Mary's Roman Catholic Church, located in Storm Lake, Iowa, the owner of most of the properties adjacent to both sides of the Alley, has offered to purchase the Alley for a sum of \$1.00 and additional consideration consisting of the Church's agreement to have the Church's contractor pave, at the Church's expense, another north-south alley owned by the City of Storm Lake in Block 30, City of Storm Lake, Iowa between 3rd Street on the south and Bair Street on the north, at such time as the Church's contractor paves the Church's parking lot on Lot 1, Block 30, City of Storm Lake, Iowa, directly east of the alley proposed to be paved; and

WHEREAS, the cost of paving the alley in Block 30 is estimated to be \$25,000.00, including expenses for paving, storm water improvements, and engineering. NOW, THEREFORE, be it hereby resolved that the City of Storm Lake, Iowa proposes to sell the Alley to St. Mary's Roman Catholic Church for \$1.00 and the other consideration set forth above. It is further resolved that this proposal shall be scheduled for public hearing at the Council Chambers at City Hall at the regular council meeting scheduled January 5, 2015 at 5:00 p.m. The City Clerk is further directed to have a copy of this Resolution published in the Storm Lake Times on a date not less than four (4) days nor more than twenty (20) days prior to said meeting.

Passed and approved this 15th day of December, 2014.

Jon Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Adjournment – Moved by Council Member Engelmann to adjourn the meeting at 6:07pm. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Walker and Porsch 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: DECEMBER 30, 2014

REFERENCE: LIQUOR LICENSE RENEWAL
AL'S LIQUOR
215 W MILWAUKEE AVE

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

	12-12-2012 to 12-09-2013	12-10-2013 to 12-28-2014
INCIDENTS		
911 Hang Up Call	0	1
Abandoned Vehicle	0	1
Accident	0	3
Aambulance Call	0	1
Animal Complaint	1	0
Burglar Alarm	3	4
Business Assist	1	1
Business Security	93	102
Citizen Assist	3	0
City Code Enforcement	1	0
Extra Security	1	0
Forgery	1	1
General Information	1	0
Hit and Run	0	3
Keys Locked In Car	1	2
Motorist Assist	2	1
Open Window/Door	1	0
Pedestrian Stop	0	1
PR/Talk/Presentation	1	3
Reckless Driver	0	3
Scam	1	1
Station Assignment	2	4
Street Beat	5	7
Suspicious Activity	0	1
Suspicious Person	0	1

Theft	3	1
Vehicle Stop	21	25
Warrant Service	0	1

ARRESTS

Operating While Intoxicated	1	0
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Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: December 30, 2014

REFERENCE: LIQUOR LICENSE RENEWAL
AHUACHAPAN RESTAURANT
411 W MILWAUKEE

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

01-09-2014 to
12-28-2014

INCIDENTS

Ambulance Call	1
Business Security	1
Street Beat	1

ARRESTS

none

Recommendation: Approval of liquor license.

Staff Summary

1/5/2015
Agenda Item # B.



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

REPORT TO: Honorable Mayor and City Council

FROM: 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	\$1,252,260.88	\$367,331.24	\$167,703.94	46	\$39,705.43	10	\$159,921.87	44
King's Pointe	\$160,681.44	\$82,216.55	\$26,307.80	32			\$55,908.75	68
Golf Course	\$3,186.86	\$1,323.75	\$1323.75	100			\$	

RECOMMENDATION: Review Buy Local Information

Staff Summary

1/5/2015
Agenda Item # 3.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Public Hearing On The Proposal To Sale Vacated Alley To St. Mary's School**

BACKGROUND: The City was asked to vacate the north-south alley between block 41 of the City of Storm Lake. The Council has had three readings and approved the vacation on behalf of St. Mary's for an expansion of their school.

St. Mary's would like to acquire the property from the City to use for their expansion. City Council has traditionally sold City owned property for \$2.50 a square foot. In the case of this alley that would equate to \$24,000.

St. Mary's has requested consideration of other valuable considerations in lieu of the cash price. It is important to the City to have the alley between 3rd Street and Bair Street paved since there is considerable storm water issues with the apartment complex to the west of the alley and adjacent to the St. Mary's auxiliary parking lot. Cost to engineer and pave the alley will be approximately \$24,000. St. Mary's will pave this alley in return for the acquisition of the vacated alleyway.

Before the City can take action, there must be a public hearing on the sale of City property. This is that public hearing.

FISCAL IMPACT: There is no fiscal impact.

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

Staff Summary

1/5/2015
Agenda Item # 4.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Resolution No. 73-R-2014-2015 Approving The Sale And Conveyance Of The Vacated Alley To St. Mary's School**

BACKGROUND: The City was asked to vacate the north-south alley between block 41 of the City of Storm Lake. The Council has had three readings and approved the vacation on behalf of St. Mary's for an expansion of their school.

St. Mary's would like to acquire the property from the City to use for their expansion. City Council has traditionally sold City owned property for \$2.50 a square foot. In the case of this alley that would equate to \$24,000.

St. Mary's has requested consideration of other valuable considerations in lieu of the cash price. It is important to the City to have the alley between 3rd Street and Bair Street paved since there is considerable storm water issues with the apartment complex to the west of the alley and adjacent to the St. Mary's auxiliary parking lot. Cost to engineer and pave the alley will be approximately \$24,000. St. Mary's will pave this alley in return for the acquisition of the vacated alleyway.

This resolution approves the sale and conveyance of the vacated alley in Block 41 and authorizes the Mayor and City Clerk to execute contracts, deeds, and documents to complete the sale.

FISCAL IMPACT: There is no fiscal impact.

RECOMMENDATION: Adopt Resolution No. 73-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 73-R-2014-2015	Resolution

RESOLUTION NO. 73-R-2014-2015

RESOLUTION APPROVING SALE AND CONVEYANCE OF REAL ESTATE TO ST. MARY'S ROMAN CATHOLIC CHURCH AND AUTHORIZING MAYOR AND CLERK TO EXECUTE CONTRACTS, DEEDS, AND DOCUMENTS FOR SUCH SALE AND CONVEYANCE

WHEREAS, the City of Storm Lake, Iowa is the owner of real estate described as follows:

The north-south alley in Block Forty-One (41), City of Storm Lake, Iowa
(the "Real Estate");

WHEREAS, the City Council, by Resolution adopted December 15, 2014, proposed to sell the Real Estate to St. Mary's Roman Catholic Church, located in Storm Lake, Iowa ("St. Mary's") for one dollar (\$1.00) and the additional consideration consisting of St. Mary's agreement to have St. Mary's contractor pave, at the Church's expense, another north-south alley owned by the City of Storm Lake in Block 30, City of Storm Lake, Iowa between 3rd Street on the south and Bair Street on the north, at such time as St. Mary's contractor paves St. Mary's parking lot on Lot 1, Block 30, City of Storm Lake, Iowa, directly east of the alley proposed to be paved;

WHEREAS, the cost of paving the alley in Block 30 is estimated to be \$25,000.00, including expenses for paving, storm water improvements, and engineering;

WHEREAS, the City has vacated the north-south alley in Block Forty-One (41), City of Storm Lake, Iowa, and the Real Estate is not otherwise needed by the City;

WHEREAS, notice of the January 5, 2015 hearing on said proposed sale has been made to the public by publication in the Storm Lake Times on December 19, 2014, pursuant to a directive to the Clerk contained in the December 15, 2014 Resolution, and such hearing has now been held; and

WHEREAS, no objections to the said proposed sale have been made.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Storm Lake, Iowa does hereby agree to sell and convey the Real Estate to St. Mary's for the consideration of \$1.00 and the other consideration set forth above.

IT IS FURTHER RESOLVED AND DIRECTED that the Mayor and City Clerk are authorized to sign and otherwise execute all necessary contracts, deeds, and documents associated with the sale on behalf of the City for the purpose of selling and conveying the Real Estate to St. Mary's in exchange for the consideration aforesaid.

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

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

1/5/2015
Agenda Item # 5.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Public Hearing On Grant Application For CDBG Program -
Erie Street Storm Water Project**

BACKGROUND: The City of Storm Lake has been exploring the potential development of a street project on Erie Street from East 6th Street north to HWY 7 to include the intersection of East 6th and Erie, the intersection of East 7th and Erie, the public parking lot in the 700 Block of Erie Street and the City Hall Parking lot. The existing street is deteriorating and while a temporary patch was put in place during the summer of 2014 staff doesn't expect the patch to hold for any length of time.

The proposed project would also be used to demonstrate potential best management practices in storm water management as they relate to street and parking lot development. As part of the project City staff is recommending that the City apply for funding from the State of Iowa through the Community Development Block Grant program (CDBG).

Prior to approval to apply the City must hold a public hearing on the submittal of the application. This agenda item provides for the holding of the public hearing.

Notice of the hearing was published as required by Iowa law and the Grant guidelines. Council should hear any comments from those present and ask the City Clerk if there were any comments received in writing prior to the meeting date.

The grant application for the Erie Street Storm Water Project includes the following details:

** The project need is determined by the lack of adequate facilities in the existing area which results in excessive run off and deteriorating streets and parking lots

** The project will be funded with a combination of CDBG funds and GO Bonds paid by Storm Water Utility Revenues.

** The application must be submitted to the State of Iowa - Iowa Economic Development Authority - by January 12, 2015

** The City is requesting \$600,000 in funding from the CDBG Program

** The project will result in a city-wide benefit. A recent survey of the entire community resulted in 60% of the residents living in Storm Lake can be defined as low-and-moderate income

** The proposed location of improvements is Erie Street from Milwaukee to 6th Street

** The proposed project will not result in the displacement or relocation of any persons or businesses

FISCAL IMPACT:

Total cost of the project is estimated at \$1,200,872 of which the City is requesting CDBG Funding in the amount of \$600,000. The remainder of the project will be paid for through the issuance of new GO Bonds paid by Storm Water Utility revenues.

RECOMMENDATION:

Open Public Hearing
Hear any Comments
Close the Public Hearing

Staff Summary

1/5/2015
Agenda Item # 6.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Approving Contract With Simmering & Cory For Grant Writing Services - Erie Street Storm Water Project (CDBG)**

BACKGROUND: To move forward with the application for a CDBG Grant for the Storm Water Project on Erie Street, City staff is recommending the assistance of the Simmering and Cory firm to assist in the writing of the grant and grant administration should the City receive funding.

Staff did solicit proposals from five qualified firms for the work of both the grant application and the grant administration for this project. We only received one proposal back that from Simmering and Cory.

Simmering and Cory have been used on two previous storm water grant applications to the IEDA for the CDBG program. The City solicited proposals from five selected vendors and received one proposal back, that from Simmering and Cory.

The request for proposals included the grant writing work as well as the grant administration work should the grant be awarded.

Attached to this staff summary is the proposal and the simple agreement for the grant writing services. Phase 2 (Grant Administration) services will be considered at a future Council meeting if the grant is awarded.

FISCAL IMPACT: Simmering and Cory is proposing a cost of \$800 for the writing of the grant and should the grant be awarded a cost of \$20,000. The administration cost is eligible for reimbursement through the grant.

RECOMMENDATION: Motion to Approve the Hiring of Simmering and Cory for \$800.00

ATTACHMENTS:

Description	Type
 Simmering & Cory Proposal & Agreement	Contract

Simmering-Cory, Inc.

Tom Simmering (1947-2012) • Marsha Cory

December 10, 2014

Justin Yarosevich
City of Storm Lake
P.O. Box 1086
Storm Lake, IA 50588-1086

Dear Justin:

As a follow-up to your request, I am submitting our proposal for assistance with writing and administering your Erie Street Storm Water Community Development Block Grant project. Please find enclosed a brief resume outlining our background and CDBG program experience. We have enjoyed working with you on past projects and are pleased to have the opportunity to partner with you on your next storm water drainage improvement.

Phase 1 Fees: Our grant preparation services include developing and compiling documentation necessary for you to compete for grant funds. This will include our making recommendations regarding the scope and components of your project in order to strengthen the application and give you the best possible chance of receiving grant funds. Our fee to write the CDBG application would be a not to exceed fee of \$800.00.

Phase 2 Fees: We have enclosed a list entitled "Major Components of CDBG Administration." This list summarizes some of the specific services we provide in grant administration. Please note that the last item listed includes "any additional administrative function that may be required or requested by the State." We offer a comprehensive package to ensure that your program administration runs smoothly from grant award through program close-out. Our fee for administration of your grant would be a not to exceed fee of \$20,000.00. As you know from your previous grant, Administrative Fees are budgeted in the CDBG application.

CDBG Program Experience: We have written and administered over 400 CDBG projects in both the regular program and in the economic development set-aside component. More specifically, some of our storm water improvement projects include funding for Storm Lake (two projects), Johnston, Story City, Colo, Ogden, McGregor and Woodward.

This experience has led to extensive knowledge of the CDBG program as well as a proven track record. See our attached resume for a more detailed listing of CDBG projects we have been involved with. Feel free to call any of the listed cities or counties as reference to our abilities with the CDBG program.

Identification of Staff: The primary person assigned to work on your project would be Marsha Cory and Melanie Mitchell. Marsha has worked in the CDBG program for the past 37 years, and Melanie has worked with CDBG Programs for the past 30 years. We encourage you to call the program staff at IEDA or previous clients if you would like to verify Marsha's or Melanie's abilities in assisting cities and counties with their CDBG projects.

Draft Contracts: I have attached proposed contracts for both Phase 1 and Phase 2 of your project.

We appreciate your consideration of our proposal for grant writing and administration services.

Sincerely,

A handwritten signature in cursive script that reads "Marsha Cory".

Marsha Cory
For the Firm

AGREEMENT FOR SERVICES (PHASE I)

This Agreement, entered into this _____ day of _____, 2014, by and between the City of Storm Lake, Iowa, hereinafter referred to as the "City" and Simmering-Cory, Inc. hereinafter referred to as the "Contractor":

WHEREAS, the City intends to apply to the Iowa Community Development Block Grant (CDBG) Program for funding assistance to help finance a storm water drainage improvement project; and,

WHEREAS, the City is interested in retaining assistance in completing required paperwork relating to the preparation of a 2015 CDBG application;

NOW, THEREFORE, the City and Contractor agree as follows:

1. The Contractor agrees to prepare required narrative and data for development of the CDBG application, to provide relevant technical assistance to the City relating to the grant application, and to work with the City's consulting engineer to assemble documentation necessary for submittal of the grant application.
2. The City agrees to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, the not to exceed sum of eight hundred dollars (\$800.00).

Martha Cory
Contractor

City

December, 2014
Date

Date

Staff Summary

1/5/2015
Agenda Item # 7.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Approving Agreement With Bolton & Menk For Preliminary Design Services on CDBG Application - Erie Street Storm Water Project**

BACKGROUND: In preparation of submitting an application to the Iowa Economic Development Authority for the potential work on Erie Street, staff sent out Requests for Proposals to a number of engineering firms. From that solicitation the City received two proposals.

The RFP was broken into two components Phase 1 for the work needed prior to submittal of the grant, this phase included a cost component, and Phase 2 for actual design and construction observation services, this phase did NOT have a cost component.

Staff reviewed the two proposals and has selected Bolton & Menk for this project due to their experience with other Storm Lake Storm Water Projects and the history of success we have had with the East and North Central Projects through the same grant program. They were also familiar with the Erie Street concept due to their work with Community Design Forum and their work on the Model Water Community work they are currently engaged with.

A copy of the Phase 1 services agreement is attached to this staff summary for your review. The agreement has been reviewed by the City Attorney.

FISCAL IMPACT: Bolton & Menk's proposal for the preliminary work to do the necessary cost estimates, design work, and project scope work needed to apply for the CDBG Program is listed at \$4,500.

The fees for the actual design services will be negotiated following notification of award should the City be selected by the Iowa Economic Development Authority for a grant award.

RECOMMENDATION: Motion to Approve Contract With Bolton & Menk and Authorize Mayor to Sign

ATTACHMENTS:

Description	Type
 BMI Phase 1 Services 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: December 15, 2014

Agreement Number: P11. _____

Erie Street CDBG Application

Project Location: Storm Lake, Iowa

Client

Name: City of Storm Lake, Iowa

Address: 620 Erie Street

Address: P.O. Box 1086

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

Lump sum \$4,500

Scope/Intent and Extent of Services

Provide Engineering Services in support of Erie Street Stormwater Project and CDBG application as outlined in Request for Proposals dated December 5, 2014.

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.

Neil Guess, PE Principal Engineer

print name/title



12/15/14

signature and date

Accepted by:

John F. Kruse, Mayor

print name/title

signature and d

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. Such changes may require an adjustment in the proposed fee, schedule or scope of the Proposal.

A. Services: Bolton & Menk 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 Bolton & Menk 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 Bolton & Menk of any alleged defects in services provided or the project.

C. Access to Site: Unless otherwise stated, Client agrees to provide Bolton & Menk 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. Bolton & Menk will take precautions to minimize damage due to these activities and the Client agrees to reimburse Bolton & Menk 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 Bolton & Menk's profession currently practicing under similar conditions. **Bolton & Menk makes no expressed or implied warranty with respect to its undertakings described herein.**

E. Certifications: Any certification provided by Bolton & Menk is a professional opinion based upon knowledge, information and beliefs available to Bolton & Menk at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. Bolton & Menk shall not be required to certify the existence of conditions whose existence Bolton & Menk cannot reasonably ascertain.

F. Project Approvals: Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements, Bolton & Menk 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 Bolton & Menk 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 Bolton & Menk 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 Bolton & Menk 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 Bolton & Menk 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 Bolton & Menk under this agreement shall remain the property of Bolton & Menk. 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 Bolton & Menk. Electronic media may be furnished for convenience of Client; however, only signed and certified hard copies of Bolton & Menk may be relied upon as documentation of professional services provided.

J. Billings and Payments: Invoices for Bolton & Menk's services shall be Bolton & Menk, at Bolton & Menk'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, Bolton & Menk 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 Bolton & Menk should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Bolton & Menk 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 Bolton & Menk, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Bolton & Menk'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, Bolton & Menk'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 Bolton & Menk and the Client, with the exception of claims by Bolton & Menk for non-payment of services rendered, shall be Bolton & Menk 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 Bolton & Menk 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 Bolton & Menk may enter into and execute an Agreement incorporating the Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to Bolton & Menk and Client. Upon request by the Client, Bolton & Menk 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 Bolton & Menk and the Client.

Staff Summary

1/5/2015
Agenda Item # 8.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Resolution No. 74-R-2014-2015 Approving Change Order #3 to FEMA Sanitary Sewer System Mitigation Project Contract 2**

BACKGROUND: FEMA Contract #2 was for the installation of sanitary sewer force main from the water treatment plant to Thumb Creek in Casino Beach.

Change Order #3 is to adjust the original proposal quantities to the actual final contract quantities constructed. During construction the quantity of work on 13 items varied slightly from the original proposal quantities. In aggregate, the 13 changes reduced the contract price by \$18,992.64. Change Order #3 reduces the contract price by \$18,992.64 to match the work completed under the contract. Change Order #3 does not affect the compensation due the contractor but administratively reconciles the original contract quantities and amount to the final amount of work undertaken.

FISCAL IMPACT: The net savings from the change order is \$18,992.64, a reduction from the original contract.

The original contract :	\$1,381,625.00
Previously approved change order:	\$48,000.00
This Change Order:	\$ (18,992.64)
Adjusted Contract:	\$1,410,632.36
Percentage change	-1.37%

RECOMMENDATION: Adopt Resolution No. 74-R-2014-2015 Approving Change Order #3 to FEMA Sanitary Sewer Mitigation Project Contract #2

ATTACHMENTS:

Description	Type
☐ Resolution No. 74-R-2014-2015	Resolution
☐ Change Order #3	Change Order

RESOLUTION NO. 74-R-2014-2015

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

To approve Change Order No. 3 to the contract with J & K Contracting, LLC. for the Sanitary Sewer System Mitigation Project Contract 2 – Sanitary Sewer and Force Main – West Area, to reconcile the original proposal quantities to the actual quantity of work constructed for the project.

The total cost for Change Order #3 is a deduction of \$18,992.64 to the contract. Total contract cost after Change Order #3 is \$1,410,632.36.

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

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

November 14, 2014

CHANGE ORDER NO. 3

CITY OF STORM LAKE, IOWA
SANITARY SEWER SYSTEM MITIGATION PROJECT
CONTRACT 2 - SANITARY SEWER AND FORCE MAIN - WEST AREA

Description

Change Order No. 3 is to reconcile the original proposal quantities to the actual quantity of work constructed for the project. During construction of the project the quantity of work on 13 items varied slightly from the original proposal quantities. The items of work that increased slightly during construction were Items 1.4, 1.9, 1.13, 1.15 and 1.19. The items of work that decreased during construction were Items. 1.1, 1.7, 1.8, 1.10, 1.14, 1.16, 1.17 and 1.20.

In aggregate the 13 changes reduce the contract price by \$18,992.64. Change Order No. 3 reduces the contract price by \$18,992.64 to match the work completed under the contract. Change Order No. 3 does not affect the compensation due the contractor. Change Order No. 3 administratively reconciles the original contract quantities and amount to the final amount of work undertaken.

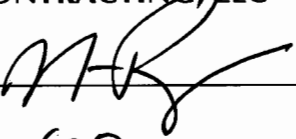
Change Order Cost

1.1	18-inch force main 9n open cut, - 2 LF @ \$58.40/LF	-\$116.80
1.4	24-inch sanitary sewer in open cut, + 9 LF @ \$106.20/LF	+\$955.80
1.7	18-inch CMP culvert, - 40 LF @ \$31.70/LF	+\$1,268.00
1.8	18-inch RCP culver, - 70 LF @ \$32.90/LF	-\$2,303.00
1.9	30-inch CMP culvert, + 40 LF @ \$68.10/LF	+\$2,724.00
1.10	36-inch CMP culvert, - 10 LF @ \$128.10/LF	-\$1,281.00
1.13	Sanitary sewer manhole – 60" Dia. + 2 EA @ \$6,164.40 EA	+\$12,328.80
1.14	Class A road stone, - 864.19 Tons @ \$24.90/Ton	-\$21,518.33
1.15	8-inch PCC pavement, + 50 SY @ \$77.60/SY	+\$3,880.00
1.16	8-inch HMA pavement, - 94 SY @ \$101.70/SY	-\$9,559.80
1.17	Television inspection, - 2,962 LF @ \$2.00/LF	-\$5,924.00
1.19	Stabilizing material, + 167.85 Tons @ \$31.40/Ton	+\$5,270.49
1.20	Field replacement, - 116 LF @ \$18.80/LF	-\$2,180.80
TOTAL		-\$18,992.60

Financial Summary

Original Contract Amount	\$1,381,625.00
Previously Approved Change Orders	\$48,000.00
Previously Adjusted Contract Price	\$1,429,625.00
This Change Order	-\$18,992.64
Adjusted Contract with this Change Order	\$1,410,632.36
Percentage Change this Change Order	-1.37%
Accumulative Change, All Change Orders	+ 2.10%

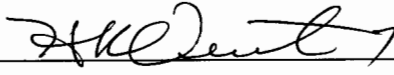
J&K CONTRACTING, LLC

By 

Title COO

Date 11-21-14

VEENSTRA & KIMM, INC.

By 

Title Pres, Inc

Date December 15, 2014

CITY OF STORM LAKE, IOWA

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____

Staff Summary

1/5/2015
Agenda Item # 9.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Resolution No. 75-R-2014-2015 Approving Change Order #4 To FEMA Sanitary Sewer System Mitigation Project Contract #2**

BACKGROUND: FEMA Contract #2 was for the installation of sanitary sewer force main from the water treatment plant to Thumb Creek in Casino Beach.

Change Order #4 incorporates four credits in the contract. Each of the credits deal with an item of work on the project in which the contractor has an obligation to reimburse the City or a third party. This change order is to reduce the construction contract by an appropriate amount and the City will assume the responsibility for the resolution of the item through assuming responsibility or making payment to the appropriate party.

The first credit is for minor damage to roadways during construction. The damage is tangible, but does not require immediate repair. This credit is in the amount of \$1,833.60 to offset the City's future cost of repair.

The second item is a credit for \$1,500 for the contractor not to repair a field tile on the west side of Highway 110 that was encountered and exposed during construction.

The third item is a claim for crop damages on the Redenbaugh property for construction in 2013. The contractor encroached outside of the construction limits and this is a credit to the contract in the amount of \$601.89 for the City to reimburse the property owner and tenant farmer the requested crop damage.

The fourth item is a crop damage credit for Redenbaugh property which occurred in 2014. The contractor crushed a field tile line resulting in a wet area on the property. The tenant farmer experienced a reduction in yield as a result of the prolonged wet area. This item reduces the contract price by \$522.72 and the City

will make payment to the property owner and tenant farmer.

FISCAL IMPACT:

The total change order reduction is \$4,458.21 from Contract #2.

The original contract:	\$1,381,625.00
Previously approved change orders:	\$ 29,007.36
This change order:	\$ (4,458.21)
Adjusted Contract:	\$1,406,174.15
Percentage Change:	-0.32%
Accumulative Change	+1.78%

RECOMMENDATION:

Adopt Resolution No. 75-R-2014-2015 Approving Change Order #4 to FEMA Sanitary Sewer Mitigation Project Contract #2

ATTACHMENTS:

Description	Type
☐ Resolution No. 75-R-2014-2015	Resolution
☐ Change Order #4	Change Order

RESOLUTION NO. 75-R-2014-2015

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

To approve Change Order No. 4 to the contract with J & K Contracting, LLC. for the Sanitary Sewer System Mitigation Project Contract 2 – Sanitary Sewer and Force Main – West Area, to incorporate in the construction contract the following four credits:

1. Credit for roadway damage – deduct \$1,833.60
2. Credit for field tile repair – deduct \$1,500.00
3. Credit for crop damages in 2013 on the Redenbaugh property – deduct \$601.89
4. Credit for crop damages in 2014 on the Redenbaugh property – deduct \$522.72

The total cost for change order #4 is a deduction of \$4,458.21 to the contract. Total contract cost after change order #4 is \$1,406,174.15.

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

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

November 18, 2014

CHANGE ORDER NO. 4

CITY OF STORM LAKE, IOWA
SANITARY SEWER SYSTEM MITIGATION PROJECT
CONTRACT 2 - SANITARY SEWER AND FORCE MAIN - WEST AREA

Description

This change order is to incorporate in the construction contract four credits. Each of the credits deal with an item of work on the project in which the contractor has an obligation to reimburse the City or a third party. Rather than requiring the contractor to make payments to the individual parties this change order is to reduce the construction contract by the appropriate amount. The City will assume responsibility for the resolution of the item through assuming responsibility or making payment to the appropriate party.

The first item involves a credit for minor damage to roadways during construction of the project. The damage is tangible, but is not of a magnitude that requires immediate repair. This item provides a credit in the amount of \$1,833.60 to offset the City's future cost for repair to the roadway.

The second item is a credit for \$1,500 for the contractor not to repair a field tile on the west side of Highway 110 that was encountered during construction. The contractor exposed the tile, but the tile was not extended to its outlet at the time of construction. The contractor has experienced difficulty in locating the tile. Under this item the City will assume the responsibility to work with the property owner to resolve the field tile issue.

The third item is a claim for crop damages on the Redenbaugh property for construction in 2013. The contractor encroached outside of the construction limits and this item is a credit to the contract in the amount of \$601.89. With this credit the City will reimburse the property owner and tenant farmer the requested crop damage.

The fourth item is a crop damage credit for 2014 for the Redenbaugh property. During construction the contractor crushed a field tile resulting in a wet area on the Redenbaugh property. The tenant farmer experienced a reduction in yield as a result of the prolonged wet area. This item reduces the contract price by \$522.72 and the City will make payment to the property owner and tenant farmer.

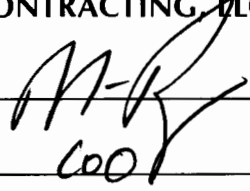
Change Order Cost

1. Credit for roadway damage	- \$1,833.60
2. Credit for field tile repair	- \$1,500.00
3. Credit for crop damages in 2013 on the Redenbaugh property	- \$601.89
4. Credit for crop damages in 2014 on the Redenbaugh property	- \$522.72
TOTAL	- \$4,458.21

Financial Summary

Original Contract Amount	\$1,381,625.00
Previously Approved Change Orders	\$29,007.36
Previously Adjusted Contract Price	\$1,410,632.36
This Change Order	- \$4,458.21
Adjusted Contract with this Change Order	\$1,406,174.15
Percentage Change this Change Order	-0.32%
Accumulative Change, All Change Orders	+ 1.78%

J&K CONTRACTING, LLC

By 

Title COO

Date 12-18-14

VEENSTRA & KIMM, INC.

By 

Title President

Date December 19, 2014

CITY OF STORM LAKE, IOWA

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____

Staff Summary

1/5/2015
Agenda Item # 10.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Resolution No. 76-R-2014-2015 Approving Supplemental Contract Sanitary Sewer System Mitigation Project Contract #2**

BACKGROUND: J&K Contracting, LLC has completed the installation of sewer force main from the water treatment plant to Thumb Creek at Casino Beach. The only outstanding work remaining is final grading and seeding of areas along and to establish a stand of grass and stabilize the soils to allow for the discontinuance of General Permit #2.

The Supplemental Contract has a total value of work remaining to be completed to be \$2,000. Payment on the supplemental contract will be made on the basis of the completion of the remaining bid items in accordance with the provisions of the contract dated December 17, 2012 less five percent for retainage until final acceptance.

FISCAL IMPACT: There is no fiscal impact other than holding monies from the original contract to insure that the landscaping and seeding is satisfactorily completed.

RECOMMENDATION: Adopt Resolution No. 76-R-2014-2015 Approving Supplemental Contract Sanitary Sewer Mitigation Project Contract #2

ATTACHMENTS:

Description	Type
☐ Resolution No. 76-R-2014-2015	Resolution
☐ Supplemental Contract	Contract

RESOLUTION NO. 76-R-2014-2015

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

To approve a Supplemental Contract with J & K Contracting, LLC for the Sanitary Sewer System Mitigation Project – Contract 2 – Sanitary Sewer and Force Main – West Area. Supplemental contract includes the following items:

1. The final grading and seeding of areas along Highway 110 and Marina Road
2. Establish a stand of grass and stabilization to allow for discontinuance of General Permit No. 2

Total cost of the supplemental contract is \$2,000.00

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

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

**SUPPLEMENTAL CONTRACT
SANITARY SEWER SYSTEM MITIGATION PROJECT
CONTRACT 2 – SANITARY SEWER AND FORCE MAIN – WEST AREA
STORM LAKE, IOWA**

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the **City of Storm Lake, Iowa**, party of the first part, hereinafter referred to as the "Owner", and **J & K Contracting, LLC** party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has caused to be prepared certain plans and specifications and proposal blanks dated the 19th day of November, 2012, for the Sanitary Sewer System Mitigation Project Contract 2 – Sanitary Sewer and Force Main – West Area project under the terms and conditions therein fully stated and set forth, and,

WHEREAS, the Contractor and Owner have previously entered into an agreement on the 17th day of December, 2012 for work covered by the terms of the plans and specifications and proposal, and,

WHEREAS, pursuant to Section 573.27 of the Code of Iowa, a supplemental contract can be entered into by the Owner and Contractor for the remaining work, thus allowing the original construction contract and retainage to be paid in accordance with Chapter 573 of the Code of Iowa.

NOW, THEREFORE, it is agreed:

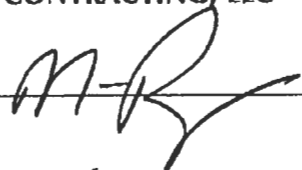
1. The Supplemental Contract entered into between the Owner and Contractor is subject to the terms and conditions of Chapter 573 of the Code of Iowa and more specifically Section 573.27 of the Code of Iowa dealing with supplemental contracts.
2. The work to be completed under the Supplemental Contract for the Sanitary Sewer System Mitigation Project Contract 2 – Sanitary Sewer and Force Main – West Area project is generally described as follows:
 1. Final grading and seeding of areas along Highway 110 and Marina Road.
 2. Establishment of stand of grass and stabilization to allow for discontinuance of General Permit No. 2.

3. That this Supplemental Contract shall consist of the component parts which were made a part of the agreement and contract dated December 17, 2012 as fully and absolutely as if they were set out in detail in this Supplemental Contract.
4. That the payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of the original contract and this Supplemental Contract.
5. The total value of the work remaining to be completed under the Supplemental Contract has a value of \$2,000 determined on the basis of the work remaining to be completed. Payment on the Supplemental Contract will be made on the basis of the completion of the remaining bid items in accordance with the provisions of the contract dated December 17, 2012, less five percent for retainage until final acceptance by the Owner.

IN WITNESS THEREOF, the parties hereto have executed this instrument on the date first written above.

J & K CONTRACTING, LLC

CITY OF STORM LAKE, IOWA

By  _____

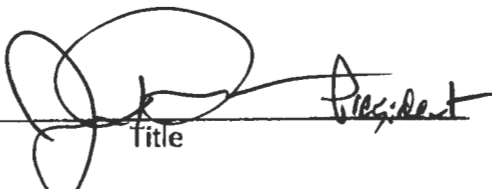
By _____

Mayor

Title COO

ATTEST:

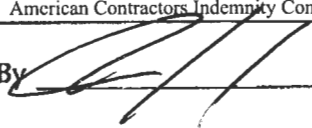
ATTEST:


Title President

City Clerk

CONSENT OF SURETY

American Contractors Indemnity Company

By  _____

Title Jeremy Crawford, Attorney-In-Fact

SC-2

35643-2

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemec or Tanya Fukushima of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on December 8, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

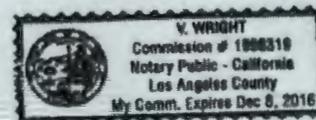
On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

[Signature]

(Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 14th day of November, 2014

Corporate Seals

Bond No. 1000964980
Agency No. 8219

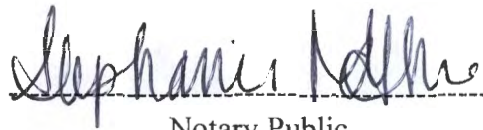


[Signature]
Jeannie Lee, Assistant Secretary

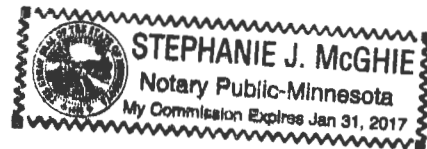
Acknowledgment of Surety

State of Minnesota
County of Hennepin

On this 14th day of November, 2014 before me personally appeared **Jeremy Crawford** who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of **American Contractors Indemnity Company** (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



Notary Public



Staff Summary

1/5/2015
Agenda Item # 11.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Resolution No. 77-R-2014-2015 Accepting FEMA Sanitary Sewer System Mitigation Project Contract #2**

BACKGROUND: J&K Contracting, LLC has completed most of the work on their contract. Items remaining can not be completed until spring and are covered under the supplemental contract just approved by Council.

The engineer and wastewater superintendent have inspected and approved all of the work and improvements made by J&K Contracting for Contract #2 and recommend that Council accept the construction completed under Contract #2 - Wastewater Treatment Plant Improvements.

FISCAL IMPACT: No fiscal impact. The City will hold the retainage for the contract and moneys now allocated to the Supplemental contract.

RECOMMENDATION: Adopt Resolution No. 77-R-2014-2015 Accepting Contract #2 Wastewater Treatment Plant Improvements

ATTACHMENTS:

Description	Type
☐ Resolution No. 77-R-2014-2015	Resolution

RESOLUTION NO. 77-R-2014-2015

RESOLUTION ACCEPTING PUBLIC IMPROVEMENT

WHEREAS, the City Council of the City of Storm Lake, Iowa entered into a construction contract, and the Mayor and Clerk of Storm Lake, Iowa executed the contract with J & K Contracting, LLC, Ames, IA with regard to the Sanitary Sewer System Mitigation Project Contract 2 – Sanitary Sewer and Force Main – West Area, City of Storm Lake, Iowa.

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

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

Section 1. That said public improvement is hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract, and the total final contract price is \$1,404,174.15.

PASSED AND APPROVED this 5th day of January 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

1/5/2015
Agenda Item # 12.



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

REPORT TO: Honorable Mayor and City Council

FROM: Jennifer Movall, Finance Department Manager

SUBJECT: **Motion To Approve The Contract for FY 2015 Audit Services with Hunzelman, Putzier & Co., PLC**

BACKGROUND: Our current contract with Hunzelman, Putzier & Co., PLC ends with the Fiscal Year 2013-2014 Audit (currently in process). As has been the normal process City staff went out to the market place for bids to obtain an auditor for fiscal years ending June 30, 2015, 2016 and 2017. Three bids were submitted, one by our current auditor, Hunzelman, Putzier & Co, PLC, one by Winther, Stave & Co, LLP in Spencer and one from Williams & Company in Spencer.

We narrowed the group to two firms based on experience and their clear understanding of the scope of the audit. The determining factor in this decision was the proposed costs and timeline of the audit by each firm.

	Hunzelman, Putzier & Co., PLC	Winther, Stave & Co., LLP
FY 2015	\$25,000	\$27,750

For the FY 2015 audit we will be doing a cash basis audit rather than the modified accrual audit that we have done in the past. The city uses the cash basis for their books and budgeting purposes as well as the Annual Financial Report for the state. The cash basis audit will be more timely, save the city money and be a useful document once completed.

Since we are changing the audit from accrual to cash and adjusting timelines we are recommending an extension of Hunzelman, Putzier and Co's contract for one-year. At the end of the one-year we will determine if we are going to stay with cash basis and if the audit process went well offer a longer-term contract to Hunzelman, Putzier & Co, PLC.

FISCAL IMPACT: The fiscal impact is the cost of the one-year extension for the FY

2015 cash basis audit of \$25,000.

RECOMMENDATION:

Approve agreement with Hunzelman, Putzier and Co, PLC for FY 2015 audit services

ATTACHMENTS:

Description	Type
 FY 2015 Audit Engagement Letter	Contract

HUNZELMAN, PUTZIER & Co., PLC
CERTIFIED PUBLIC ACCOUNTANTS

JEFFORY B. STARK, C.P.A.
JASON K. RAVELING
TAMMY M. CARLSON, C.P.A.
RICHARD R. MOORE, C.P.A. (RETIRED)
WESLEY E. STILLE, C.P.A. (RETIRED)
KENNETH A. PUTZIER, C.P.A. (RETIRED)
W. J. HUNZELMAN, C.P.A. 1921-1997

P.O BOX 398
1100 WEST MILWAUKEE
STORM LAKE, IOWA 50588
712-732-3653
FAX 712-732-3662
www.hpcocpa.com

December 20, 2014

To the Mayor and City Council and City Clerk
City of Storm Lake
Storm Lake, Iowa

We are pleased to confirm our understanding of the services we are to provide the City of Storm Lake for the years ended June 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Storm Lake as of and for the year ended June 30, 2015.

We have also been engaged to report on supplementary information that accompanies the City of Storm Lake's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Schedule of Cash Receipts, Disbursements, and Changes in Cash Balances – Nonmajor Governmental Funds
- 3) Schedule of Indebtedness
- 4) Bond and Note Maturities
- 5) Schedule of Revenues by Source and Expenditures by Function – All Governmental Funds

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Information

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the cash basis of accounting and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City of Storm Lake. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein.

Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others.

In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review during our fieldwork.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the cash basis of accounting. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the cash basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Storm Lake's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Storm Lake's major programs. The purpose of these procedures will be to express an opinion on the City of Storm Lake's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse.

We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Hunzelman Putzier, & Co. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Hunzelman Putzier, & Co. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulatory agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in August and to issue a draft report in November with the final reports issued in November or December. Jason Raveling is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$25,000, for the fiscal year ending June 30, 2015. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letter of comment received during the period of the contract. Our 2010 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Storm Lake and believe this letter accurately summarizes the significant terms of our engagement.

If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Hunzelman Putzier, & Co

Hunzelman Putzier, & Co.

RESPONSE:

This letter correctly sets forth the understanding of the City of Storm Lake.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Staff Summary

1/5/2015
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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Set Public Hearing For The Lake Avenue Recreational Trail Project**

BACKGROUND: This will set the public hearing for the Lake Avenue Recreational Trail for February 2, 2015 at 5:00pm in the Council Chambers.

The Lake Avenue Recreational Trail will construct a walking and biking pedestrian trail along North Lake Avenue from 10th Street north to C49. The bid letting will be February 17, 2015 through the Iowa Department of Transportation.

Originally this project had a bid letting on June 14, 2014 through the Iowa Department of Transportation and two bids were received which were 29% higher than what was budgeted, therefore city staff felt it was necessary to reject the bids and rebid the project in February 2015.

The City Clerk has the plans and specifications on file.

FISCAL IMPACT: This project has two separate grants from the IA DOT in the amount of \$193,000.

Engineering \$49,750
Construction \$559,486.15
Contingency \$1,000
Legal/Admin \$10,000
Street Light Move \$26,875
Land Aquisition \$5,000

Projected Cost \$652,111.15

The remaining funds will come from funds budgeted in FY 2014-2015 from franchise fees, road use tax and local option sales tax funds.

RECOMMENDATION: Set public hearing for February 2, 2015 at 5:00pm.

Staff Summary

1/5/2015

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Motion To Approve Agreement With The Chicago Central and Pacific Railroad Company For the HWY 7 Widening Project**

BACKGROUND: This agreement is between the City of Storm Lake and the Chicago Central and Pacific Railroad and is required by the IA DOT for the bid letting of Hwy 7 Widening in February.

The agreement outlines the work the city will do and what the railroad needs to do in regards to the traffic signal timing at the intersection of Northwestern and Milwaukee (HWY 7). The city's portion of work will be minimal while the railroads work will be paid for by the city amounts to an estimate of \$50,633.67. This is an estimate only and the city will only pay for actual expenses incurred.

The city will work with the railroad to keep these costs to a minimum. The agreement also outlines who is to maintain what in the future. The railroad needs an estimated 30-40 days to complete the agreement following approval by the City of Storm Lake.

FISCAL IMPACT: Estimated project costs for this project are as follows:

- Construction \$852,500
- Engineering \$130,000
- Legal/Admin \$15,000
- Traffic Signals \$180,000
- CTS contract \$3,450
- Railroad Agreement \$50,633.67
- Total \$1,231,583.67

Funding for this project will come from USTEP (\$400,000) and STP (\$341,000) Funding and Road Use Tax Funds. City funds will come from Road Use Tax (\$275,000).

Total available revenues at this time are \$1,016,000 making the project \$215,583.67 short. During the budget process we will have to determine where the remaining funds will come from.

RECOMMENDATION: Approve Agreement

ATTACHMENTS:

Description		Type
	Railroad Agreement	Backup Material

AGREEMENT FOR INTERCONNECT AND PREEMPTION OF HIGHWAY TRAFFIC CONTROL SIGNALS WITH AUTOMATIC CROSSING SIGNALS

THIS AGREEMENT, made and entered into by and between the CITY OF STORM LAKE, IOWA hereinafter referred to as the CITY, and the CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY, hereinafter referred to as the RAILROAD,

WITNESSETH:

WHEREAS, in the interests of public safety, the CITY proposes to install new highway traffic control signals at the intersection of Northwestern Drive (307517D) and Iowa State Highway 7 (shown on Exhibit A attached hereto and made a part hereof) adjacent to, or in the vicinity of, the tracks of the RAILROAD, and the CITY desires to coordinate the operation of these signals with the existing system of automatic crossing signals at the intersection of the RAILROAD's tracks and said roads so as to provide for preemption of the highway traffic signals whenever the crossing signals are activated;

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

SECTION 1. The Iowa Department of Transportation, hereinafter referred to as the DOT, has indicated that the proposed automatic signals for highway traffic at the referenced at-grade crossing of the RAILROAD's tracks and Northwestern Drive may be designed and manufactured to accommodate interconnection with, and preemption of, the highway signals to be located at the adjacent intersection of Northwestern Drive and Iowa State Highway 7.

SECTION 2. The detailed plans (including surveys and other engineering services) and specifications for the CITY's portion of the work to coordinate the operating mechanisms of the two types of signals shall be prepared by or on behalf of the CITY at its own expense. These detailed plans and specifications shall include and show the proposed locations of the cables between the highway traffic signal controller and the RAILROAD's crossing signal instrument case, the number and location of all signs and/or signal heads that would in any way govern traffic approaching or clearing the highway/railway intersection, the

proposed normal sequence of operations and timing of the highway traffic signals, and the proposed railroad preemption sequence(s) and clearance intervals of the highway traffic signals.

SECTION 3. The CITY's plans shall be prepared by or under the supervision of, and sealed by, a duly qualified traffic engineer certifying that same conform with all currently applicable requirements and/or minimum recommended practices for such installations including, but not limited to, the FHWA's *Manual on Uniform Traffic Control Devices* (MUTCD) and *Traffic Control Devices Handbook* (TCDH), the Association of American Railroad's *Signal Manual, Section 3, Highway Grade Crossing Warning Systems* and the Institute of Traffic Engineers' *Recommended Practice for Preemption of Traffic Signals at or Near Active Warning Railroad Grade Crossings*, and *National Electric Safety Code*.

SECTION 4. The CITY shall design their portion of the coordination circuitry on a "closed circuit" principle so that the RAILROAD's signal controller will open the circuit when the crossing signals are activated. The Railroad warning system is designed to provide not less than 20 seconds of warning time prior to the arrival of a train at the at-grade crossing. For design purposes, the CITY should assume the crossing signal system will provide 20 seconds of advance warning time (the minimum design interval between the commencement of activation of the crossing signals and the arrival of a train at the crossing). IF THE PROPOSED RAILROAD PREEMPTION SEQUENCE(S) AND CLEARANCE INTERVALS OF THE HIGHWAY TRAFFIC SIGNALS FOR ANY TRAFFIC PHASE SCENARIO WILL REQUIRE MORE THAN 20 SECONDS ADVANCE WARNING TIME TO CLEAR ALL HIGHWAY TRAFFIC OFF OF THE CROSSING, IT SHALL BE THE CITY'S RESPONSIBILITY TO SPECIFICALLY SO ADVISE THE RAILROAD. When appropriate, the traffic controller equipment specified and the preemption sequence(s) must be able to account for the possibility of a second train approaching the crossing AFTER the railroad crossing signals deactivate following passage of the first train BUT PRIOR TO when the highway traffic signal controller exits to normal operations.

SECTION 5. Should it be necessary for the cable between the highway traffic signal controllers and the RAILROAD's crossing signal instrument case, or any wiring or detector loops for the highway traffic signals, to be installed on the RAILROAD's property or under any tracks, the same shall be designed and installed in accordance with the RAILROAD's customary requirements, which shall be provided by the Railroad to the City, as to method of installation and

depth of cover, and shall be located so as to not conflict with any already existing or planned facilities upon the RAILROAD's property.

SECTION 6. The CITY shall submit two (2) copies of its sealed plans and specifications to the RAILROAD along with an electronic PDF copy, together with a step-by-step narrative, in laymen's terms, explaining the relative timing and sequence of highway signal operations that will occur upon the approach of a train. To the extent it is able, RAILROAD will endeavor to conduct a cursory review of the CITY's plans and specifications to satisfy itself there are no obvious errors or omissions that it can discern, however, it is expressly agreed and understood between the parties hereto that RAILROAD does not purport to have expertise in matters of highway traffic control and any such review of the CITY's plans and specifications by the RAILROAD shall not be construed as approval nor endorsement thereof, and the RAILROAD assumes no responsibility or liability whatsoever as to the completeness, accuracy or appropriateness thereof.

SECTION 7. The detailed plans (including surveys and other engineering services), specifications and estimates of cost for the RAILROAD's portion of the work to coordinate the operating mechanisms of the two types of signals, shall be prepared by the RAILROAD at the expense of the CITY. These detailed plans, specifications and estimates shall be submitted to the CITY for review and preliminary approval by an authorized representative.

SECTION 8. The CITY shall arrange to submit copies of the plans and specifications prepared by the CITY and the RAILROAD to the State Agency so designated by statute, or if none is so designated by statute, then to the State DOT, for their review and approval. Once approved, no functional changes shall be made by either party to any plan or specification affecting the crossing signal system, the track approach leg or legs of the highway traffic signal system or the railroad preemption timing or sequence of operations, without advising the other party in writing and obtaining the expressed written consent of the aforesaid approving State Agency.

SECTION 9. The RAILROAD, without compensation other than the performance of this Agreement by the CITY, hereby grants permission to the CITY to enter upon and occupy the RAILROAD's property in the vicinity of the aforesaid highway/railway crossing for purposes of installing and maintaining the CITY's portion of the facilities covered by this Agreement. All such work on the RAILROAD's property shall be governed by the "SPECIAL PROVISIONS" which are attached hereto and made a part hereof.

SECTION 10. The CITY, at its expense, shall furnish, or cause to be furnished, all of the equipment, materials and labor for the complete assemblage and installation of the highway traffic signals and its portion of the system to coordinate the operation of these signals with the crossing signals and the cable(s) between the highway traffic signal controller and the RAILROAD's crossing signal instrument case.

SECTION 11. All equipment, materials and labor for the complete assemblage and installation of the portion of the highway signal/crossing signal coordination system within the crossing signal instrument case, and any required modifications, if any, to the crossing signal circuitry as may be occasioned by the same, shall be furnished by the RAILROAD at the expense of the CITY.

SECTION 12. The RAILROAD shall notify the CITY when the RAILROAD's portion of the installation will be ready for final testing, and the highway signal/crossing signal coordination system shall be placed in service immediately after the testing is completed and the system is determined by the CITY to be properly functioning.

SECTION 13. The Railroad may submit to the CITY detailed billing of actual expenses plus applicable overheads and surcharges. After the CITY's representatives have reviewed the billing and agreed with the RAILROAD's representatives that the expenses are proper, insofar as they are able to ascertain, the CITY shall promptly reimburse the RAILROAD. The estimated total cost of the work to be performed by the RAILROAD at the expense of the CITY is \$ 50,633.67 at RAILROAD's fully allowed FHWA additives, attached hereto as Exhibit B.

SECTION 14. After the portion of the highway signal/crossing signal coordination system in the crossing signal instrument case has been installed and is ready for operation, except as may be otherwise provided by law, the same shall be operated and maintained by the RAILROAD at its expense. At no cost to the RAILROAD, the CITY shall operate and maintain, or provide for the operation and maintenance of the highway traffic signal system and its portion of the highway signal/crossing signal coordination system and the cable between the highway traffic signal controller and the RAILROAD's crossing signal instrument case. If the CITY enters into an agreement with another party to provide for the maintenance and/or operation of the highway traffic signals and

its portion of the coordination systems, the CITY shall promptly furnish the RAILROAD a copy of any such maintenance agreement.

SECTION 15. The highway traffic signals and the cable between the highway traffic signal controller and the RAILROAD's crossing signal instrument case shall be owned and maintained by the CITY. The Railroad assumes no responsibility whatsoever as to the proper and continuous operation of either said highway traffic signal system or the highway signal/crossing signal coordination system. The Railroad assumes no responsibility or liability whatsoever for the CITY's employees and/or contractors during the installation of, or their maintenance of, the coordination system. The CITY shall reimburse the RAILROAD for any and all costs incurred by the RAILROAD (including but not limited to train delay, labor, material, flagging and outside costs) due to the failure or inoperability of the CITY owned portion of the highway traffic system (including but not limited to signals, controller or cable).

SECTION 16. This agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered an original, by their duly authorized officers on the dates indicated below.

Executed by the CITY this ____ day of _____, 20__.

CITY OF STORM LAKE

By: _____

Title: _____

Executed by the RAILROAD this ____ day of _____, 20__.

CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY

By: _____

Regional Chief Engineer

Chicago, Central & Pacific Railroad Company

EXHIBIT A



Chicago, Central & Pacific Railroad Company

EXHIBIT B

CHICAGO CENTRAL & PACIFIC RAILROAD COMPANY

A WHOLLY OWNED SUBSIDIARY OF

CANADIAN NATIONAL RAILWAY COMPANY

HIGHWAY-RAIL GRADE CROSSING SIGNAL ESTIMATE

Roadway Name:	Northwestern Dr	Date:	November 20, 2014
Location:	Storm Lake, IA		
Railroad Region:	Southern		
Railroad Subdivision:	Cherokee	Est:	14-307517D
Railroad Milepost:	429.50		
DOT Crossing No.:	307517D	Prepared By:	Todd Ferguson

Description of Work: Revise existing interconnect circuit for advance preemption due to roadway construction project. Utilize existing constant warning time circuitry to provide for 47 seconds of advance preemption time.

Northwestern Dr

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Storm Lake, IA

14-307517D

MATERIAL

MISCELLANEOUS MATERIAL

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Signal Material	1	LOT	\$ 500.00	\$ 500.00
				=====
SUBTOTAL MISCELLANEOUS MATERIAL				\$ 500.00

CROSSING PACKAGE MATERIAL

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Multi-freq NBS, 86-211 Hz	2	EACH	\$ 500.00	\$ 1,000.00
Multi-freq NBS, 156-430 Hz	2	EACH	\$ 400.00	\$ 800.00
Simulated Track Inductor	1	EACH	\$ 50.00	\$ 50.00
				=====
SUBTOTAL CROSSING PACKAGE MATERIAL				\$ 1,850.00
				=====
TOTAL MATERIAL				\$ 2,350.00

Northwestern Dr

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Storm Lake, IA

14-307517D

LABOR

SIGNAL LABOR

<u>Item</u>	<u>Gang Days</u>	<u>Cost/Day</u>	<u>Cost</u>
5-man Gang	5	\$ 1,725.00	\$ 8,625.00
			=====
SUBTOTAL SIGNAL LABOR			\$ 8,625.00

MISCELLANEOUS LABOR

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Preliminary Engineering	1	L.S.	\$ 1,200.00	\$ 1,200.00
Construction Engineering	1	L.S.	\$ 300.00	\$ 300.00
Accounting	1	L.S.	\$ 200.00	\$ 200.00
				=====
SUBTOTAL MISCELLANEOUS LABOR				\$ 1,700.00

TOTAL LABOR				=====	\$ 10,325.00
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OTHER

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
Contractor/Rented Equipment	1	L.S.	\$ 314.00	\$ 314.00
Directional Boring (By Others)	1	L.S.	\$ 2,500.00	\$ 2,500.00
Freight on Crossing Package	1	L.S.	\$ 500.00	\$ 500.00
Contract Engineering	1	L.S.	\$ 6,000.00	\$ 6,000.00
Per Diem/Business Expense	1	L.S.	\$ 3,500.00	\$ 3,500.00
Sales Tax on Material	1	L.S.	\$ 130.00	\$ 130.00
				=====
TOTAL OTHER				\$ 12,944.00

TOTAL DIRECT COSTS				=====	\$ 25,619.00
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Northwestern Dr

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Storm Lake, IA

14-307517D

FAPG ADDITIVES

Material		\$ 2,350.00	
Material Additive	5.00		\$ 118.00
Signal Labor		\$ 8,625.00	
Signal Labor Additive	241.13%		\$ 20,797.46
Engineering Labor		\$ 1,500.00	
Engineering Labor Additive	241.13%		\$ 3,616.95
Accounting Labor		\$ 200.00	
Accounting Labor Additive	241.13%		\$ 482.26
Other		\$ 12,944.00	
		=====	=====
TOTAL DIRECT COSTS		\$ 25,619.00	
TOTAL FAPG ADDITIVES			\$ 25,014.67
			=====
GRAND TOTAL FAPG BASIS			\$ 50,633.67

SPECIAL PROVISIONS

RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY

The Grantee, Licensee, Permittee and/or its Contractor shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, employees and/or subcontractors of Grantee, Licensee, Permittee and/or its Contractor doing work shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or subcontractors of Grantee, Licensee, Permittee and/or its Contractor not hired by Railroad Company that will work on CN property are required to have minimum www.contractororientation.com.

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or subcontractors of Grantee, Licensee, Permittee and/or its Contractor hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact CN Special Agent James Conroy at 708-332-5947 or James.Conroy@cn.ca to be issued a vendor number prior to accessing the noted website. Minimum information required of the Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) when contacting either Special Agent James Conroy or e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or subcontractors of Grantee, Licensee, Permittee and/or its Contractor hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and

CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com. This training must be repeated at least once each calendar year.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or subcontractors of Grantee, Licensee, Permittee and/or its Contractor who will operate on-track machinery or those who will provide protection for other employees and/or subcontractors of Grantee, Licensee, Permittee and/or its Contractor must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, subcontractors, and/or agents of the Grantee, Licensee, Permittee and/or its Contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by www.e-railsafe.com, along with at least one other government-issued form of identification. Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) from Railroad Company's property at any time for any reason.

Grantee, Licensee, Permittee and/or its Contractor and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations., The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Grantee, Licensee, Permittee

and/or its Contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall make the necessary arrangements and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefor.

Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Grantee's, Licensee's, Permittee's and/or its Contractor's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Grantee, Licensee, Permittee and/or its Contractor, or in connection therewith, will be provided by Railroad Company and the cost of Grantee, Licensee, Permittee and/or its Contractor and shall be prepaid to Railroad Company by Grantee, Licensee, Permittee and/or its Contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish protective services at the desired time or on the desired date(s), or if Grantee's, Licensee's, Permittee's and/or its Contractor's prepayment for such services is exhausted and not replenished by Grantee, Licensee, Permittee and/or its Contractor, Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) owing to Railroad Company's inability or failure to have appropriate protective services available at the time or on the date requested.

Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall request and secure flagging protection by written notice to Railroad Company using CN's then-current form for requesting flagging. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property

more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

- Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track
- Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) hereunder. Any approval given or

supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Grantee, Licensee, Permittee and/or its Contractor and/or subcontractor(s) and/or subcontractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

Accepted: _____

Print Name: _____

Staff Summary

1/5/2015
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: James H. Patrick, City Manager

SUBJECT: **Motion To Approve CGI Communications Agreement & Direct City Manager To Sign Same**

BACKGROUND: CGI Communications provides Community Showcase Videos to be linked to the City's web page as a video showcase for the community. CGI will write, film, and produce these videos at no expense to the City. They will ask local businesses to sponsor the videos and to advertise their business at the same time.

CGI references have been contacted. They produce these videos for cities throughout the country.

FISCAL IMPACT: No fiscal impact for the City.

RECOMMENDATION: Approve Motion

ATTACHMENTS:

Description	Type
Community Showcase Video Program Agreement	Contract

The 2014 Community Showcase Video Program

CGI Communications, Inc.
130 East Main Street, 5th Floor
Rochester, NY 14604
(800) 398-3029 phone
(866) 429-8611 fax

Name: James Patrick

Title: City Manager

Address: 620 Erie Street

City, State, Zip: Storm Lake, IA 50588

Phone: 712 732 8000

Email: patrick@stormlake.org

Website: www.stormlake.org

This agreement is between CGI Communications, Inc. ("CGI") and the City of Storm Lake (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewing via a link on the www.stormlake.org homepage, including any alternate versions of your homepage, for viewer access on different devices. Any termination or modification of this Agreement shall not take effect until the expiration of the current term.

CGI shall provide a Community Video Program as follows:

- One Welcome video from your Mayor or other civic leader
- Up to three additional videos to showcase various aspects of your community, for a total of (four) 1 minute community highlight videos
- One Community Organization chapter to promote charities, nonprofits and community development organizations
- Script writing and video content consultation
- A videographer will come to your location to film videos
- We reserve the right to use still images and photos for video production
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of Community Video Showcase content subject to your approval (up to 3 sets of revisions allowed). Any request for approval of revision, including final draft, shall be deemed approved if no response received by us within thirty (30) days of request
- Patented OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, devices, browsers, and Internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Business sponsors allowed on the perimeter of video panels
- Businesses will be allowed to purchase various digital media products and services from CGI and its affiliates
- Duration of sponsor participation will be one to two years and CGI is solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Viewer access of the Community Video Program from your website shall be facilitated by CGI, providing HTML source code for a graphic link to be prominently displayed on the www.stormlake.org website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement; "Video Tour" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- CGI will own copyrights of the master Community Video Program
- The City will assume no cost or liability for this project and CGI will honor any request for termination of sales upon 30 day Notice and only if the City continuously provides the Community Video linkage from its Homepage for the duration of this contract

The City of Storm Lake shall:

- Provide a letter of introduction for the program on its letterhead
- Assist with the content and script for the Community Video Showcase
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.stormlake.org homepage within 10 business days of receipt of HTML source code
- Display the "Video Tour" link prominently on its www.stormlake.org homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content on Community Video Program and all related CGI Programs, including but not limited to its "Community Video Network"
- Represent and warrant that any and all photographs, videos, and other content it submits to us for use in any video or other production does not infringe on any third party's copyrighted material, trademark or other intellectual privacy or publicity rights and shall defend and indemnify us from any such claim or action

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein.

We, the undersigned, have read and understand the above information and have full authority to sign this agreement.

The City of Storm Lake, IA

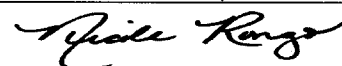
Signature:

Name (printed):

Title:

Date:

CGI Communications, Inc.



Name (printed): Nicole Rongo

Title: Vice President of Marketing

Date: December 3, 2014

DATE

Dear Valued Business Owner:

The City of Storm Lake is excited to announce a partnership with CGI Communications, Inc. to produce a series of online videos highlighting all our community has to offer its residents, visitors, and businesses.

Technology has changed the world and businesses must adapt or risk falling behind. For many businesses, getting noticed online is a challenge, particularly when competing with big brands with large marketing departments and seemingly endless marketing budgets. But more and more local companies are finding success cutting through the clutter with online video.

Statistics show that **video improves online visibility** and **drives more action** online than plain images and text. According to the BIA Kelsey Group, viewers engage more after watching a video, with clicks for more information increasing by 30-40% and phone inquiries by 16-20%.

With an easily viewable interface on the official city website (www.stormlake.org) their video program will encourage viewers to learn more about area attractions, economic development opportunities, quality of life, and so much more. The City of Storm Lake is dedicated to highlighting the advantages of living and working in our community, and we feel that this program can do just that!

CGI will be contacting you to educate you further on their digital marketing tools and how to enhance your online presence. We encourage you to consider participating in this program as it provides an exciting new opportunity to showcase your business and our community. If you have questions about this advertising opportunity, please contact me at _____.

Best Regards,

Signatory

Staff Summary

1/5/2015
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: James H. Patrick, City Manager

SUBJECT: **Study Session To Discuss On Going Land Developments**

BACKGROUND: This Study Session will be devoted to discussing on going land developments on two parcels. The Memorial warehouse and the condo site.

Condo Property Discussion
The City will seek proposals from potential developers on the future of the condo site. The two developers the City staff has been working with have not proceeded with any offers. The City staff will discuss the proposed process and seek Council guidance.

Memorial Property Lease
The City has continued to work with Canadian National Railroad to lease the Memorial warehouse to them for office and storage of equipment. The rail road has proposed a 90 year lease on the warehouse and will reciprocate with a 90 year lease on the three downtown railroad parcels. They will not build or store rail items downtown. They will allow the culvert on the Expansion Blvd. project, at City expense.

FISCAL IMPACT: None at this time

RECOMMENDATION: Provide guidance to staff

Staff Summary

1/5/2015
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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Closed Session Reference Iowa Code Chapter 21.5 (i) - To Evaluate The City Manager During His Annual Evaluation**

BACKGROUND: Iowa Code allows for a few specific reasons in which the City Council can go into a closed session. One of these reasons is for the evaluation of a individual whose performance is being reviewed (Chapter 21.5 (i) of the Iowa Code). However, the Council can only utilize this section of the Iowa Code when the session has been requested by the person to whom they are evaluating.

Mr. Patrick has requested that his annual evaluation be conducted in Closed Session per Iowa Code Chapter 21.5(i), please see the attached written request.

Council may conduct the evaluation in closed session but may not make any decisions in Closed Session. Any change to the compensation of the City Manager must come in open session.

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

RECOMMENDATION: Council to vote to go into Closed Session Reference Iowa Code Chapter 21.5 (i) - Roll Call Vote

Council vote to return to Open Session - Roll Call Vote

Staff Summary

1/5/2015
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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Authorizing Renewal Of City Manager Contract & Pay Changes**

BACKGROUND: It is traditional that following the evaluation of the City Manager the Mayor and City Council consider any compensation changes that they desire to make for the upcoming year.

Decisions regarding the wages and other compensation for the City Manager must be made in open session. This agenda item will provide for Council to make any changes to the contract and compensation package that they desire at this time.

As a brief history of James H. Patrick's times with the City of Storm Lake staff is providing the following information:

James H. Patrick was hired by the City and he started work on January 1, 2010.

The following chart shows his history of compensation:

Effective Date	Salary	Retirement Benefit	Health Insurance Reimbursement	Total Compensation
January 1, 2010	103,000.00	7,000.00	4,688.28	\$114,688.28
January 20, 2011	104,200.00	7,300.00	4,014.36	\$115,514.36
January 1, 2012	105,200.00	8,300.00	4,014.36	\$117,514.36
January 1, 2013	106,400.00	9,500.00	4,014.36	\$119,914.36
January 1, 2014	112,515.00	10,700.00	0.00	\$123,215.00

Mr. Patrick has elected in the past to have the City reimburse him for the cost of his medical insurance which is at a lower cost than the annual premiums of the City's policy. Because of this the cost for the reimbursement is shown here separately. The reader should note that beginning on January 1, 2014 the City was no longer able to "reimburse" Mr. Patrick for his health insurance due to changes with the Affordable Care Act. In 2014 that amount was moved, as directed by the City Council, to his base salary (the amount was \$4,500.60).

Council has in the past also requested information on comparable salaries for similar positions. While this can get complicated since there are many varying factors the following information is provided based on a Salary Survey conducted by the Iowa City/County Managers Association. The reader should also note the data is only what was reported.

City	Base Salary	Retirement Contribution	Vehicle Allowance	Years in Profession	Years in Current City
Carroll	\$106,620.00	0.00	\$2,400.00	25	20
Spencer	\$134,000.00	0.00	0.00	26	7
Denison	\$71,790.00	0.00	0.00	38	3
Webster City	\$106,112.00	0.00	0.00	N/A	8

FISCAL IMPACT:

The fiscal impact of this item will depend on the changes made by the City Council.

RECOMMENDATION:

Depending on the Council's desires make a motion to amend the contract and compensation for the City Manager.