

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
OCTOBER 6, 2014
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
 - C. Easement Approvals
3. Iowa Lakes Corridor Executive Director Introduction
4. **Public Hearing On Vacation Of Right-of-Way For Closing Of Railroad Crossings**
5. **Ordinance No. 04-O-2014-2015 Vacating Right-of-Way For Closing Of Eight Railroad Crossings**
6. **Resolution No. 42-R-2014-2015 Authorizing A Street Closure, Noise Variance & Tent Placement For The 2014 Bridal Bliss Event**
7. **Resolution No. 43-R-2014-2015 To Approve Change Order #2 For The West 5th Street Overlay Project**
8. **Public Hearing Concerning A Developer's Agreement With Meridian Manufacturing, Inc.**
9. **Resolution No. 44-R-2014-2015 Approving The Meridian Developer's Agreement**
10. **Motion Approving Purchase Of .096 Acres Of Land From Mickelson Storage & Trailer**
11. **Resolution No. 45-R-2014-2015 Approving Change Order #2 To East Central Storm Water Project**
12. **Motion Accepting Bids & Award Bid For Sidewalk Assessment Projects**
13. **Motion To Select Abstracting Company For Storm Lake Third Edition**
14. **Resolution No. 46-R-2014-2015 Accepting Change Order No. 1 For FEMA Sanitary Sewer System Mitigation Project, Contract 1**
15. **Resolution No. 47-R-2014-2015 Accepting Change Order No. 2 For FEMA Sanitary Sewer System Mitigation Project, Contract 2**
16. **Resolution No. 48-R-2014-2015 Accepting Change Order #1 For Sanitary Sewer System Mitigation Project, Contract 6**
17. **Resolution No. 49-R-2014-2015 Accepting Change Order 4 For FEMA Sanitary Sewer System Mitigation Project, Contract 5**
18. **Motion To Approve The City Energy Management Program Agreement With IEDA**
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.*



Find us on Facebook <https://www.facebook.com/cityofstormlake>



Follow us on Twitter

@Storm_Lake



Find us on the Web at <http://www.stormlake.org>

Staff Summary

10/6/2014

Agenda Item # A.



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

REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, 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 Minutes from the September 15, 2014 City Council Meeting
- Approve easement with Methodist Manor (see attached staff summary)
- Approve easement with Jon and Colleen Kruse (see attached staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$931,361.92
- King's Pointe Bills - \$224,062.36
- Sunrise Pointe Golf Course Bills - \$8,208.67
- Easements - \$2.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ King's Pointe & Sunrise Pointe List of Bills	List of Bills
☐ Minutes - September 15, 2014	Minutes

UNAVAILABLE

AFLAC	PR Batch 00553.09.2014 Aflac Pretax	489.44
AFLAC	PR Batch 00553.09.2014 Aflac After tax	182.16
AFLAC	PR Batch 00554.09.2014 Aflac Pretax	50.17
AFLAC	PR Batch 00554.09.2014 Aflac After tax	54.06
AFLAC	PR Batch 00551.10.2014 Aflac Pretax	489.44
AFLAC	PR Batch 00551.10.2014 Aflac After tax	182.16
AFLAC	PR Batch 00552.10.2014 Aflac Pretax	50.17
AFLAC	PR Batch 00552.10.2014 Aflac After tax	54.06
ANGUIANO NORMA	Refund Check	65.44
City of Storm Lake	PR Batch 00554.09.2014 Dental insurance employee c	2.12
City of Storm Lake	PR Batch 00554.09.2014 Dental employee/spouse	10.85
City of Storm Lake	PR Batch 00554.09.2014 Dental insurance family	27.66
City of Storm Lake	PR Batch 00554.09.2014 125 Flexible Benefits	209.57
City of Storm Lake	PR Batch 00554.09.2014 Flex- Child Care	20.83
City of Storm Lake	PR Batch 00554.09.2014 Health Insurance Family	587.80
City of Storm Lake	PR Batch 00554.09.2014 Health Insurance Single	45.84
City of Storm Lake	PR Batch 00551.10.2014 Dental employee/child	5.64
City of Storm Lake	PR Batch 00551.10.2014 Dental insurance employee c	19.60
City of Storm Lake	PR Batch 00551.10.2014 Dental employee/spouse	20.00
City of Storm Lake	PR Batch 00551.10.2014 Dental insurance family	85.00
City of Storm Lake	PR Batch 00551.10.2014 125 Flexible Benefits	653.98
City of Storm Lake	PR Batch 00551.10.2014 Health Insurance Family	1,899.10
City of Storm Lake	PR Batch 00551.10.2014 Health Insurance Single	402.04
City of Storm Lake	PR Batch 00553.09.2014 Dental employee/child	5.64
City of Storm Lake	PR Batch 00553.09.2014 Dental insurance employee c	19.60
City of Storm Lake	PR Batch 00553.09.2014 Dental employee/spouse	20.00
City of Storm Lake	PR Batch 00553.09.2014 Dental insurance family	85.00
City of Storm Lake	PR Batch 00553.09.2014 125 Flexible Benefits	653.98
City of Storm Lake	PR Batch 00553.09.2014 Health Insurance Family	1,899.10
City of Storm Lake	PR Batch 00553.09.2014 Health Insurance Single	402.04
City of Storm Lake	PR Batch 00552.10.2014 Dental insurance employee c	2.12
City of Storm Lake	PR Batch 00552.10.2014 Dental employee/spouse	10.85
City of Storm Lake	PR Batch 00552.10.2014 Dental insurance family	27.66
City of Storm Lake	PR Batch 00552.10.2014 125 Flexible Benefits	209.57
City of Storm Lake	PR Batch 00552.10.2014 Flex- Child Care	20.83
City of Storm Lake	PR Batch 00552.10.2014 Health Insurance Family	587.80
City of Storm Lake	PR Batch 00552.10.2014 Health Insurance Single	45.84
Collection Services Center	PR Batch 00552.10.2014 Child Support Payments to I	325.00
Collection Services Center	PR Batch 00553.09.2014 Child Support Payments to I	222.00
Collection Services Center	PR Batch 00551.10.2014 Child Support Payments to I	222.00
Collection Services Center	PR Batch 00554.09.2014 Child Support Payments to I	325.00
Conseco Health Insurance Co	PR Batch 00551.10.2014 Cancer Pre Tax Insurance	58.30
Conseco Health Insurance Co	PR Batch 00553.09.2014 Cancer Pre Tax Insurance	58.30
EFTPS	PR Batch 00553.09.2014 Federal Income Tax	11,274.57
EFTPS	PR Batch 00553.09.2014 FICA Employee Portion	4,291.95
EFTPS	PR Batch 00553.09.2014 FICA Employer Portion	4,291.95
EFTPS	PR Batch 00553.09.2014 Medicare Employee Portion	1,564.14
EFTPS	PR Batch 00553.09.2014 Medicare Employer Portion	1,564.14
EFTPS	PR Batch 00551.10.2014 Federal Income Tax	11,225.08
EFTPS	PR Batch 00551.10.2014 FICA Employee Portion	4,341.99
EFTPS	PR Batch 00551.10.2014 FICA Employer Portion	4,341.99
EFTPS	PR Batch 00551.10.2014 Medicare Employee Portion	1,560.66
EFTPS	PR Batch 00551.10.2014 Medicare Employer Portion	1,560.66
EFTPS	PR Batch 00554.09.2014 Federal Income Tax	4,232.31
EFTPS	PR Batch 00554.09.2014 FICA Employee Portion	1,939.54
EFTPS	PR Batch 00554.09.2014 FICA Employer Portion	1,939.54
EFTPS	PR Batch 00554.09.2014 Medicare Employee Portion	551.10

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

Checks for Approval Report

From: 09/16/14 To 10/06/14
User: tyler.gibbins

EFTPS	PR Batch 00554.09.2014 Medicare Employer Portion	551.10
EFTPS	PR Batch 00552.10.2014 Federal Income Tax	4,467.85
EFTPS	PR Batch 00552.10.2014 FICA Employee Portion	1,908.54
EFTPS	PR Batch 00552.10.2014 FICA Employer Portion	1,908.54
EFTPS	PR Batch 00552.10.2014 Medicare Employee Portion	537.06
EFTPS	PR Batch 00552.10.2014 Medicare Employer Portion	537.06
ELMQUIST DAKOTA	Refund Check	95.73
HARRELL TAYLOR	Refund Check	74.32
HEPPLER GREGORY	Refund Check	13.69
HERNANDEZ P GABRIEL	Refund Check	104.48
ICMA Retirement Trust 457	PR Batch 00554.09.2014 ICMA	1,100.00
ICMA Retirement Trust 457	PR Batch 00554.09.2014 ICMA City Paid	529.18
ICMA Retirement Trust 457	PR Batch 00554.09.2014 ICMA City paid for Police	432.81
ICMA Retirement Trust 457	PR Batch 00551.10.2014 ICMA	885.00
ICMA Retirement Trust 457	PR Batch 00553.09.2014 ICMA	885.00
ICMA Retirement Trust 457	PR Batch 00552.10.2014 ICMA	1,100.00
ICMA Retirement Trust 457	PR Batch 00552.10.2014 ICMA City Paid	529.18
ICMA Retirement Trust 457	PR Batch 00552.10.2014 ICMA City paid for Police	432.81
Iowa Public Employees	PR Batch 00552.10.2014 IPERS	1,503.94
Iowa Public Employees	PR Batch 00552.10.2014 IPERS City Share	2,257.17
Iowa Public Employees	PR Batch 00553.09.2014 IPERS	4,234.83
Iowa Public Employees	PR Batch 00553.09.2014 IPERS City Share	6,355.63
Iowa Public Employees	PR Batch 00551.10.2014 IPERS	4,290.76
Iowa Public Employees	PR Batch 00551.10.2014 IPERS City Share	6,439.57
Iowa Public Employees	PR Batch 00554.09.2014 IPERS	1,527.74
Iowa Public Employees	PR Batch 00554.09.2014 IPERS City Share	2,292.89
ITT Hartford AMS RPVA	PR Batch 00554.09.2014 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00551.10.2014 457 Hartford	225.00
ITT Hartford AMS RPVA	PR Batch 00553.09.2014 457 Hartford	225.00
ITT Hartford AMS RPVA	PR Batch 00552.10.2014 457 Hartford	100.00
KEENE AARON	Refund Check	25.68
Muni Fire/Police Retire	PR Batch 00554.09.2014 Muni Police/Fire Pension	534.26
Muni Fire/Police Retire	PR Batch 00554.09.2014 Muni Police/Fire Pension Ci	1,728.39
Muni Fire/Police Retire	PR Batch 00551.10.2014 Muni Police/Fire Pension	3,157.37
Muni Fire/Police Retire	PR Batch 00551.10.2014 Muni Police/Fire Pension Ci	10,214.42
Muni Fire/Police Retire	PR Batch 00553.09.2014 Muni Police/Fire Pension	3,080.04
Muni Fire/Police Retire	PR Batch 00553.09.2014 Muni Police/Fire Pension Ci	9,964.25
Muni Fire/Police Retire	PR Batch 00552.10.2014 Muni Police/Fire Pension	534.26
Muni Fire/Police Retire	PR Batch 00552.10.2014 Muni Police/Fire Pension Ci	1,728.39
RODRIGUEZ SANCHEZ HERIBERTO	Refund Check	50.99
RODRIGUEZ SANCHEZ HERIBERTO	Refund Check	75.65
RODRIGUEZ SANCHEZ HERIBERTO	Refund Check	20.25
RODRIGUEZ SANCHEZ HERIBERTO	Refund Check	3.58
RODRIGUEZ SANCHEZ HERIBERTO	Refund Check	9.53
SKINNER DEREK	Refund Check	132.09
Teamsters Local Union 554	PR Batch 00551.10.2014 Union Dues	305.50
Teamsters Local Union 554	PR Batch 00553.09.2014 Union Dues	305.50
Treasurer State Of Iowa	PR Batch 00553.09.2014 State Income Tax	4,196.18
Treasurer State Of Iowa	PR Batch 00551.10.2014 State Income Tax	4,166.87
Treasurer State Of Iowa	PR Batch 00554.09.2014 State Income Tax	1,803.44
Treasurer State Of Iowa	PR Batch 00552.10.2014 State Income Tax	1,866.42
VEGA-ARGUETA JESSICA	Refund Check	96.46

UNAVAILABLE

Department Total = 155,131.78

Police Department

Bomgaars Supply, Inc	Gloves	43.95
Bomgaars Supply, Inc	Radar Trailer Battery	24.30

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

Checks for Approval Report

From: 09/16/14 To 10/06/14
User: tyler.gibbins

Buena Vista Stationery & Print Inc	Notary Stamp	33.25
Buena Vista Stationery & Print Inc	Tape	7.99
Buena Vista Stationery & Print Inc	Notebook	10.99
Buena Vista Stationery & Print Inc	Supplies	22.05
Buena Vista Stationery & Print Inc	Supplies	43.68
City of Storm Lake	Health Ins Allocations Oct2014	20,795.55
City of Storm Lake	Serviced P-4	49.74
Des Moines Register The	FY2015 Subscription- Account DM9446343	276.35
Electronic Engineering	Install Light Bar in P-4	221.35
Evertex Inc	Cell Phone Service Oct 2014	233.07
Fitzpatrick Auto Center	Services on P-10	404.89
Graham Tire	Tire Repairs P-4	20.00
Graham Tire	Service Charge- Late Payment	8.97
Hy-Vee, Inc	Supplies	15.98
Hy-Vee, Inc	Supplies	23.97
Iowa Office Supply Inc	Copier Maintenance Agreement	148.84
Jack's Uniforms & Equipment	Pants- Fields	64.94
Mangold Environmental Testing	Shipping	6.03
Mangold Environmental Testing	Shipping	52.99
MidAmerican Energy Company	Electric Service July/Aug 2014	1,279.71
Neuroth Kevin	Garbage Service August 2014	23.00
O'Reilly Auto Parts	Wiper Blade	35.52
Principal Life Ins Co	Insurance Premium Oct 2014	2,090.78
Prosser Mark	IPCA LELS Conf- Council Bluffs- Prosser	405.38
Purchase Power	Postage Sept 29, 2014	29.18
Purchase Power	Postage Sept 15, 2014	59.87
Rasmussen's	A/C Repairs P-11	340.48
Rasmussen's	Tail Light & Brake Repairs P-6	248.59
Rasmussen's	Fuel Pump Repairs P-13	495.40
Sirchie Finger Print Lab	Supplies	186.78
Star Energy, LLC	Fuel August 2014	5,015.33
Storm City Auto Parts	Battery & Deposit	106.61
Storm Lake Bakery	Meeting Supplies	28.90
Universal Hospital Services Inc	Defibrillator Calibrations	198.00
Wal Mart #01-1526	Cleaning Towels	9.97
Wal Mart #01-1526	Brake Fluid	1.98
Wide Open West	Phone Service Sept 2014	313.99
Yards & Etc	Yard Work- 120 Mae	75.00

Police Department

Department Total = 33,453.35

Fire Department

Arnold Motor Supply, LLP	Oil Dri Mats	374.50
Bomgaars Supply, Inc	Ties & Handles	20.58
City of Storm Lake	Health Ins Allocations Oct2014	1,911.04
Evertex Inc	Cell Phone Service Oct 2014	51.52
Fire Service Bureau	Training- Ames- Fevold 11/15/2014	45.00
Fitzpatrick Auto Center	Services on P-1	797.14
Midwest Breathing Air LLP	Quarterly Air Test 9/17/2014	150.00
Neuroth Kevin	Garbage Service August 2014	52.00
Principal Life Ins Co	Insurance Premium Oct 2014	169.70
Purchase Power	Postage Sept 15, 2014	1.17
Star Energy, LLC	Fuel August 2014	415.75
Storm Lake Hydraulics Co Inc	Hose End	12.54
Wide Open West	Phone Service Sept 2014	54.83
Zee Medical Inc	First Aid Supplies	32.95

Fire Department

Department Total = 4,088.72

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

Checks for Approval Report

From: 09/16/14 To 10/06/14
User: tyler.gibbins

Building Official

Bomgaars Supply, Inc	Vest	14.99
City of Storm Lake	Health Ins Allocations Oct2014	1,894.03
City of Storm Lake	Replace Mass Flow Sensor B-10	188.48
Evertex Inc	Cell Phone Service Oct 2014	27.68
Iowa Assoc Housing Officials	IAHO Electrical Conference Reg- Waterloo- Swanson	150.00
Iowa Prison Industries	Rental Inspection Forms	568.00
Principal Life Ins Co	Insurance Premium Oct 2014	130.28
Purchase Power	Postage Sept 15, 2014	97.14
Purchase Power	Postage Sept 29, 2014	7.68
Star Energy, LLC	Fuel August 2014	399.23
Wal Mart #01-1526	Phone Case	17.96
Wide Open West	Phone Service Sept 2014	82.24

Building Official

Department Total = 3,577.71

Law Enforcement

Electronic Engineering	Install Light Bar in P-25	506.08
------------------------	---------------------------	--------

Law Enforcement

Department Total = 506.08

Crime Prevention

Bomgaars Supply, Inc	Dog Food	180.25
----------------------	----------	--------

Crime Prevention

Department Total = 180.25

Roadway Maintenance

Atlantic Investment & F.F. & N. Investment Co	Easement	1.00
Auten Silvia	Easement	1.00
Barco Municipal Products Inc	Supplies	96.00
Bolton & Menk, Inc	Engineering Service through 9/23/2014	1,036.50
Bolton & Menk, Inc	Engineering Service through 9/23/2014	6,982.00
Bomgaars Supply, Inc	Fuses (2)	6.98
Bomgaars Supply, Inc	Weedeater Polly Blades	32.98
Bomgaars Supply, Inc	Blades	10.99
Bomgaars Supply, Inc	Hammer & Spades	79.97
Bomgaars Supply, Inc	Hammer	5.99
Borges-Canche Ignacio	Easement	1.00
Buena Vista Extension Svc	Pest Control Operators Registration- Collins	60.00
Buena Vista Extension Svc	Ornamental & Turfgrass Applicators Registration- Col	35.00
Buena Vista Extension Svc	Right-of-Way Forest & Aquatic Pest Management Reg	35.00
Carisch Brothers LP	Easement	1.00
Certified Testing Services, Inc	9/12/2014 Geotechnical Report	3,450.00
City of Storm Lake	Health Ins Allocations Oct2014	4,868.88
City of Storm Lake	Replaced Solenoid #49	55.52
City of Storm Lake	Relay for Fuel Injection Pump #65	78.07
CNH Industrial America LLC	Finance Charge- Late Payment	3.23
CNH Industrial America LLC	ShortBlock	179.69
Color-ize Inc	Employee Recognition Supplies	337.39
Evertex Inc	Cell Phone Service Oct 2014	13.84
Fastenal Company	Bolts for Signs	10.71
Fastenal Company	Supplies	20.96
Ferguson Enterprises Inc	Valve for Pump House	15.79
I&S Group, Inc.	W 5th Street Engineering- thru 8/27/2014	42,569.68

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

Checks for Approval Report

From: 09/16/14 To 10/06/14
User: tyler.gibbins

Inobbar LLC	Novus Agenda Annual Subscription- through October	700.00
Iowa Dept of Transportation	Shovels (6)	93.78
Iowa Dept of Transportation	Oil Asphalt Supplies	1,155.00
Iowa Office Supply Inc	Copier Maintenance Agreement	27.62
Kelly Patrick James	2014 APWA Conference Reimbursement- Kelly	99.76
League of Nebraska Minicipalities	Website Advertising- Public Works Director	62.70
MidAmerican Energy Company	Electric Service July/Aug 2014	592.20
Neuroth Kevin	Garbage Service August 2014	119.25
Principal Life Ins Co	Insurance Premium Oct 2014	344.11
ProBuild	Chalk	6.99
Sioux City Foundry Co.	Rebar Epoxy	1,675.00
Star Energy, LLC	Fuel August 2014	2,557.46
Storm Lake Hydraulics Co Inc	Polly	28.98
Strawberry Fields Condominiums	Easements	8.00
Wal Mart #01-1526	Supplies	49.68
Wide Open West	Phone Service Sept 2014	55.28
Zee Medical Inc	First Aid Supplies	96.40
Roadway Maintenance	Department Total =	67,661.38
Street Lighting		
MidAmerican Energy Company	Electric Service July/Aug 2014	10,802.14
Street Lighting	Department Total =	10,802.14
Signs & Signals		
Iowa Prison Industries	Speed Bump Sign	81.10
Signs & Signals	Department Total =	81.10
Snow Removal		
City of Storm Lake	Health Ins Allocations Oct2014	1,714.14
City of Storm Lake	Serviced #59	4,153.38
Principal Life Ins Co	Insurance Premium Oct 2014	130.04
Snow Removal	Department Total =	5,997.56
Airport		
Bart's Flying Service	Airport Contract September 2014	4,963.75
Bolton & Menk, Inc	Engineering Services	3,250.00
Bomgaars Supply, Inc	Tube & Hose	9.54
Century Link	Phone Service September 2014	128.80
Culligan	Water Services	15.90
Fairchild Communications Inc	Quarterly Maintenance October 1, 2014	135.00
Iowa Lakes Regional Water	Water Services	66.16
MidAmerican Energy Company	Electric Service July/Aug 2014	666.27
Purchase Power	Postage Sept 15, 2014	11.04
Purchase Power	Postage Sept 29, 2014	7.20
Airport	Department Total =	9,253.66
Library		
Amazon.com	DVDs	13.49
Amazon.com	Puzzles	49.82

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

Checks for Approval Report

From: 09/16/14 To 10/06/14
User: tyler.gibbins

Baker & Taylor Entertainment	Books	332.72
Brodart Co	Books	34.40
Brodart Co	Books	70.52
Brodart Co	Books	17.67
Brodart Co	Books	4.91
Brodart Co	Books	19.52
Central Iowa Distributing, Inc	Cleaning Supplies	71.00
City of Storm Lake	Health Ins Allocations Oct2014	4,489.28
Custodian of Petty Cash Kim Mehlenbacher	August 2014 Postage	179.62
Des Moines Register The	Subscription 9/1/2014 to 8/31/2015	396.04
Eliason James	State Library Town Meeting- BVU- Eliason	6.75
Hy-Vee, Inc	Supplies	9.27
Ingram Library Services, Inc	Books	16.21
Ingram Library Services, Inc	Books	16.76
Ingram Library Services, Inc	Books	10.46
Ingram Library Services, Inc	Books	6.18
Ingram Library Services, Inc	Books	11.01
Ingram Library Services, Inc	Books	15.07
Ingram Library Services, Inc	Books	17.34
Ingram Library Services, Inc	Books	15.64
Ingram Library Services, Inc	Books	16.22
Ingram Library Services, Inc	Books	15.64
Ingram Library Services, Inc	Books	30.71
Ingram Library Services, Inc	Books	15.64
Ingram Library Services, Inc	Books	19.67
Ingram Library Services, Inc	Books	11.03
Ingram Library Services, Inc	Books	50.89
Iowa Library Services	Library Trustees Town Meeting- Eliason- Storm Lake	15.00
Iowa Library Services	FY2015 EbscoHost Database Subscription Fee	555.00
Libraria LLC	Licenses	268.65
MidAmerican Energy Company	Electric Service July/Aug 2014	1,056.02
Midwest Tape LLC	Tapes	66.97
Midwest Tape LLC	Tapes Credit	-99.99
Midwest Tape LLC	Tapes	63.98
Midwest Tape LLC	Tapes	358.85
Midwest Tape LLC	Double Payment Credit	-500.71
Midwest Tape LLC	Tapes	429.84
Nebraska Library Association	Nebraska Library Conf- Lincoln- Mehlenbacher	140.00
Nebraska Library Association	Nebraska Library Conf- Lincoln- Miller	140.00
Nebraska Library Association	Nebraska Library Conf- Lincoln- Freese	140.00
Neuroth Kevin	Garbage Service August 2014	35.25
Principal Life Ins Co	Insurance Premium Oct 2014	210.00
Purchase Power	Postage Sept 15, 2014	4.80
Purchase Power	Postage Sept 29, 2014	0.48
Recorded Books LLC	CDs	35.99
Recorded Books LLC	CDs	35.99
Seiler Plumbing & Heating Inc	Fixes Mens Restroom Toilet	85.00
Wide Open West	Phone Service Sept 2014	71.41

Library	Department Total =	9,076.01
----------------	---------------------------	-----------------

Agencies

Witter Gallery Inc	2nd Quarter FY2015 Agreement	3,250.00
--------------------	------------------------------	----------

Agencies	Department Total =	3,250.00
-----------------	---------------------------	-----------------

Parks Department

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

Checks for Approval Report

From: 09/16/14 To 10/06/14
User: tyler.gibbins

Arnold Motor Supply, LLP	Service Charge- Late Payment	8.52
Arnold Motor Supply, LLP	Filter	5.60
Arnold Motor Supply, LLP	Blades- Toolcat	17.98
Arnold Motor Supply, LLP	Toolcat Supplies	11.97
Arnold Motor Supply, LLP	Sprayer Supplies	5.99
Arnold Motor Supply, LLP	Supplies	25.74
Bomgaars Supply, Inc	Tool Cat Clamps & Inserts	6.45
Bomgaars Supply, Inc	Tree Carving- Wood Finish	37.99
Bomgaars Supply, Inc	Tools	22.98
Buena Vista Extension Svc	Ornamental & Turfgrass Applicators Registration- Feli	35.00
Buena Vista Extension Svc	Right-of-Way Forest & Aquatic Pest Management Reg	35.00
Buena Vista Power Equipment, Inc	Cable	8.41
Builders Sharpening & Service	Tank	127.14
City of Storm Lake	Health Ins Allocations Oct2014	1,893.13
CNH Industrial America LLC	Supplies	65.90
Evertex Inc	Cell Phone Service Oct 2014	13.84
Fastenal Company	Safety Glasses & Grease Gun	194.87
Graham Tire	Tire Repairs to Toolcat	49.00
Koenig Jeff	Monthly Maintenance & Rental	191.00
MidAmerican Energy Company	Electric Service July/Aug 2014	482.27
Neuroth Kevin	Garbage Service August 2014	192.75
Neuroth Kevin	Extra Trash Aug 2014	42.00
Principal Life Ins Co	Insurance Premium Oct 2014	183.88
Reinert Michael P	Hydraulic Cyl Pin	164.00
Reinert Michael P	Post Hole Digger Key	4.00
Star Energy, LLC	Fuel August 2014	4,015.56
Treetop Products, Inc	Rose Lane Trash Can	1,001.49
Wide Open West	Phone Service Sept 2014	40.33

Parks Department

Department Total = 8,882.79

Golf Course

Arnold Motor Supply, LLP	Shop Supplies	19.38
Arnold Motor Supply, LLP	Seals & Fittings	19.12
Arnold Motor Supply, LLP	Filters	98.99
Arnold Motor Supply, LLP	Battery Core Return	-15.00
Arnold Motor Supply, LLP	Battery	98.79
Arnold Motor Supply, LLP	Hydraulic Oil	29.99
Arnold Motor Supply, LLP	Irrigation Supplies	3.99
Bomgaars Supply, Inc	Brush & Grease	38.28
Bomgaars Supply, Inc	Irrigation Supplies	11.76
Bomgaars Supply, Inc	Irrigation Supplies	22.22
Buena Vista Extension Svc	Ornamental & Turfgrass Applicators Registration- Feli	35.00
City of Storm Lake	Health Ins Allocations Oct2014	542.28
MidAmerican Energy Company	Electric Service July/Aug 2014	332.99
Principal Life Ins Co	Insurance Premium Oct 2014	40.73
Star Energy, LLC	Fuel August 2014	89.52
Turfwerks	Plug	13.85
Zimco Supply Co	Armor Tech Supplies	510.00

Golf Course

Department Total = 1,891.89

Campgrounds

Arnold Motor Supply, LLP	Air Filter	15.25
Buena Vista Power Equipment, Inc	Belt	72.50
Central Iowa Distributing, Inc	Cleaning Supplies	204.78
City of Storm Lake	Health Ins Allocations Oct2014	180.76

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

Checks for Approval Report

From: 09/16/14 To 10/06/14
User: tyler.gibbins

MidAmerican Energy Company	Electric Service July/Aug 2014	1,939.98
Neuroth Kevin	Garbage Service August 2014	972.50
Principal Life Ins Co	Insurance Premium Oct 2014	13.58
ProBuild	Wood for Gate at the Campground	44.39

Campgrounds	Department Total =	3,443.74
--------------------	---------------------------	----------

UNAVAILABLE

MidAmerican Energy Company	Electric Service July/Aug 2014	1,044.60
----------------------------	--------------------------------	----------

UNAVAILABLE	Department Total =	1,044.60
--------------------	---------------------------	----------

UNAVAILABLE

Bolton & Menk, Inc	Engineering Services- Marina through 9/23/2014	997.50
Martin Marietta Materials, Inc	Rock	105.38
Rent-All	Air Compressor Rent	470.00
Rent-All	Air Compressor Rent	125.00

UNAVAILABLE	Department Total =	1,697.88
--------------------	---------------------------	----------

Shelter House

Bomgaars Supply, Inc	Shelter House Kitchen Repairs	65.76
MidAmerican Energy Company	Electric Service July/Aug 2014	197.45

Shelter House	Department Total =	263.21
----------------------	---------------------------	--------

UNAVAILABLE

Neuroth Kevin	Extra Garbage August 2014	12.00
Neuroth Kevin	Garbage Service August 2014	77.75

UNAVAILABLE	Department Total =	89.75
--------------------	---------------------------	-------

Dohrman Trust

Century Business Products,Inc	Copier Maintenance- Partial	15.00
-------------------------------	-----------------------------	-------

Dohrman Trust	Department Total =	15.00
----------------------	---------------------------	-------

Economic Develop

City of Storm Lake	Health Ins Allocations Oct2014	925.44
Evertex Inc	Cell Phone Service Oct 2014	23.84
Principal Life Ins Co	Insurance Premium Oct 2014	60.24
RDG IA Inc	Planning & Desing Services thorough 8/31/2014	244.65
Wide Open West	Phone Service Sept 2014	27.41
Wilson Michael A	Iowa Lakes Corridor- Spencer- Wilson	44.80

Economic Develop	Department Total =	1,326.38
-------------------------	---------------------------	----------

#4 LMI Housing URA

Bolton & Menk, Inc	Engineering Service & Construction Admin through 9,	5,026.00
--------------------	---	----------

#4 LMI Housing URA	Department Total =	5,026.00
---------------------------	---------------------------	----------

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

Checks for Approval Report

From: 09/16/14 To 10/06/14
User: tyler.gibbins

Dredging

City of Storm Lake	Health Ins Allocations Oct2014	138.95
Principal Life Ins Co	Insurance Premium Oct 2014	8.39

Dredging

Department Total = 147.34

Mayor, Council, Manager

City of Storm Lake	Health Ins Allocations Oct2014	22.07
Principal Life Ins Co	Insurance Premium Oct 2014	48.30

Mayor, Council, Manager

Department Total = 70.37

Policy & Administration

City of Storm Lake	Health Ins Allocations Oct2014	1,370.18
Principal Life Ins Co	Insurance Premium Oct 2014	106.06

Policy & Administration

Department Total = 1,476.24

City Hall Building

Evertex Inc	Cell Phone Service Oct 2014	15.88
MidAmerican Energy Company	Electric Service July/Aug 2014	634.81
Neuroth Kevin	Garbage Service August 2014	27.00
Schumacher Elevator Company	Elevator Maintenance	182.55
Steve's Window Svc	Window Cleaning Services	34.00
Wide Open West	Phone Service Sept 2014	94.95

City Hall Building

Department Total = 989.19

Tort Liability

ACE American Insurance Co	Policy #G24769823 Airport Owner/Operator Gen Liat	5,415.00
---------------------------	---	----------

Tort Liability

Department Total = 5,415.00

Other Policy & Administration

Buena Vista Stationery & Print Inc	Laminating Pouch	24.99
Buena Vista Stationery & Print Inc	Supplies	15.51
Buena Vista Stationery & Print Inc	Envelopes	12.64
Buena Vista Stationery & Print Inc	Supplies	5.41
Color-ize Inc	Employee Recognition Supplies	337.39
First Cooperative Assoc	Ag Land Expense 9/22/2014	3,940.85
Genesys Conferencing	Conference Call	9.29
Hy-Vee, Inc	Meeting Supplies	8.58
I&S Group, Inc.	Railroad Property Revised Plat	939.48
Inobbar LLC	Novus Agenda Annual Subscription- through October	700.00
Iowa Office Supply Inc	Copier Maintenance Agreement	27.63
Iowa Office Supply Inc	Office Supplies	7.87
Kristi's Kandies	Gift Bags (2)	4.00
Northwest Glass Inc	City Hall Windows- 3	10,269.85
NW IA League of Cities	NW IA League of Cities Meetings	30.00
Patrick James H	2014 ICMA Annual Conf- Charlotte- Patrick	602.44
Patrick James H	American Public Works Assoc Mileage 9/11/2014- Pat	49.28
Purchase Power	Postage Sept 15, 2014	259.34
Purchase Power	Postage Sept 29, 2014	381.04

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

Checks for Approval Report

From: 09/16/14 To 10/06/14
User: tyler.gibbins

Storm Lake Times The	1 Year Subscription	59.95
Wal Mart #01-1526	Supplies	1.76
Wal Mart #01-1526	Supplies	103.75
Yarosevich Justin W	PERB Conference- Altoona- Yarosevich	63.62

Other Policy & Administration

Department Total = 17,854.67

Water Administration

Buena Vista Stationery & Print Inc	Envelopes- Yellow	13.48
Buena Vista Stationery & Print Inc	Envelopes	12.64
City of Storm Lake	Health Ins Allocations Oct2014	2,882.28
Color-ize Inc	Employee Recognition Supplies	337.39
Conservation Design Forum	Professional Services through 9/26/2014	33,700.00
Evertex Inc	Cell Phone Service Oct 2014	15.65
Inobbar LLC	Novus Agenda Annual Subscription- through October	700.00
Iowa Office Supply Inc	Copier Maintenance Agreement	27.63
Iowa Office Supply Inc	Office Supplies	7.86
Patrick James H	American Public Works Assoc Mileage 9/11/2014- Pat	49.28
Patrick James H	2014 ICMA Annual Conf- Charlotte- Patrick	602.43
Principal Life Ins Co	Insurance Premium Oct 2014	220.84
Purchase Power	Postage Sept 15, 2014	10.27
Purchase Power	Postage Sept 29, 2014	4.02
Qualified Presort Service, LLC	ACH Statements	94.85
Qualified Presort Service, LLC	Monthly Statements	389.86
Qualified Presort Service, LLC	ACH Final Bill	2.81
Qualified Presort Service, LLC	Final Bills	4.00
Wide Open West	Phone Service Sept 2014	80.87
Yarosevich Justin W	PERB Conference- Altoona- Yarosevich	63.61

Water Administration

Department Total = 39,219.77

Water Plant

Bolton & Menk, Inc	Lime Storage Building Engineering through 8/15/2014	17,193.48
Bomgaars Supply, Inc	Swivel Casters	69.98
Bomgaars Supply, Inc	Air Compressor & Supplies	668.98
Bomgaars Supply, Inc	Supplies	47.81
Bomgaars Supply, Inc	Gloves, Overshoes, Rainsuit	74.97
Bomgaars Supply, Inc	Boots & Rainsuit Return & Purchase of Markers	-41.84
Bomgaars Supply, Inc	Fans, Cords & Adaptors	558.95
Bomgaars Supply, Inc	Sockets	3.79
Bomgaars Supply, Inc	Sledge Hammer & Sockets	77.08
Bomgaars Supply, Inc	Supplies & Sockets	37.55
Bomgaars Supply, Inc	Screws & Bit	17.98
Central States Industrial Supply, Inc	Wilden Pumps	5,403.40
City of Storm Lake	Health Ins Allocations Oct2014	4,550.04
Evertex Inc	Cell Phone Service Oct 2014	119.20
Grundman Hicks Const Co LLC	Pay Estimate #2 of Lime Storage Building	17,522.75
Grundman Hicks Const Co LLC	Pay Estimate #1 of Lime Storage Building	25,650.00
Hickman, Williams & Company	Lime	4,684.96
Hickman, Williams & Company	Lime	4,389.48
Hickman, Williams & Company	Lime Freight	262.01
MidAmerican Energy Company	Electric Service July/Aug 2014	17,241.39
MW Watermark, LLC	Lime Press- Final Payment	38,152.50
Neuroth Kevin	Garbage Service August 2014	69.00
PraxAir inc	Carbon Dioxide	688.84
Principal Life Ins Co	Insurance Premium Oct 2014	409.70
Specter Instruments, Inc	Annual Software Renewal	197.50

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

Checks for Approval Report

From: 09/16/14 To 10/06/14
User: tyler.gibbins

Star Energy, LLC	Fuel August 2014	155.32
Storm Lake Hydraulics Co Inc	Male Connector	6.91
Veenstra & Kimm, Inc	Const Service- Well #20 through 9/20/2014	4,351.22
Vetter Equipment Co.	Skidloader	72,697.38
Wide Open West	Phone Service Sept 2014	163.70

Water Plant	Department Total =	215,424.03
--------------------	---------------------------	------------

Water Distribution

Arnold Motor Supply, LLP	Supplies	5.99
Bolton & Menk, Inc	Engineering Services- Highway 7 Water Main	335.00
Bomgaars Supply, Inc	Grinder	89.99
Bomgaars Supply, Inc	Grease & Impact Driver	45.89
Bomgaars Supply, Inc	Supplies	38.46
Bomgaars Supply, Inc	Supplies	123.96
Bomgaars Supply, Inc	Wrench	98.39
City of Storm Lake	Health Ins Allocations Oct2014	1,574.33
City of Storm Lake	Serviced & Front Cutting Edge #34	353.81
Evertex Inc	Cell Phone Service Oct 2014	47.68
Lakeshore Canvas/Leather	Cell Phone Cases (2)	50.00
Mangold Environmental Testing	Bacteria Sampling	130.00
MidAmerican Energy Company	Electric Service July/Aug 2014	75.53
PowerPlan	Service Call	325.00
Principal Life Ins Co	Insurance Premium Oct 2014	158.49
Star Energy, LLC	Fuel August 2014	363.12
Underground Location Company	Locates	51.40
USA Blue Book	Supplies	175.98
Wide Open West	Phone Service Sept 2014	78.42

Water Distribution	Department Total =	4,121.44
---------------------------	---------------------------	----------

Water Meters

City of Storm Lake	Health Ins Allocations Oct2014	1,901.25
Evertex Inc	Cell Phone Service Oct 2014	23.84
Principal Life Ins Co	Insurance Premium Oct 2014	122.90
Star Energy, LLC	Fuel August 2014	199.02

Water Meters	Department Total =	2,247.01
---------------------	---------------------------	----------

Wastewater Administration

Buena Vista Stationery & Print Inc	Envelopes- Yellow	13.48
Buena Vista Stationery & Print Inc	Envelopes	12.65
City of Storm Lake	Health Ins Allocations Oct2014	2,873.10
Color-ize Inc	Employee Recognition Supplies	337.40
Evertex Inc	Cell Phone Service Oct 2014	15.64
Inobbar LLC	Novus Agenda Annual Subscription- through October	700.00
Iowa Office Supply Inc	Copier Maintenance Agreement	27.63
Iowa Office Supply Inc	Office Supplies	7.86
Patrick James H	American Public Works Assoc Mileage 9/11/2014- Pat	49.28
Patrick James H	2014 ICMA Annual Conf- Charlotte- Patrick	602.43
Principal Life Ins Co	Insurance Premium Oct 2014	219.59
Purchase Power	Postage Sept 15, 2014	10.27
Purchase Power	Postage Sept 29, 2014	4.02
Qualified Presort Service, LLC	Final Bills	4.00
Qualified Presort Service, LLC	ACH Statements	94.84
Qualified Presort Service, LLC	Monthly Statements	389.85

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

Checks for Approval Report

From: 09/16/14 To 10/06/14
User: tyler.gibbins

Wide Open West	Phone Service Sept 2014	94.58
Yarosevich Justin W	PERB Conference- Altoona- Yarosevich	63.61

Wastewater Administration	Department Total =	5,520.23
----------------------------------	---------------------------	-----------------

Wastewater Treatment Plant

Arnold Motor Supply, LLP	Supplies	59.22
Arnold Motor Supply, LLP	Supplies	19.74
Arnold Motor Supply, LLP	Supplies	24.63
Arnold Motor Supply, LLP	Fuse	4.89
Bolton & Menk, Inc	WWTP Operations Assistance 7/19/2014 to 8/15/2014	1,257.27
Bomgaars Supply, Inc	Supplies	95.24
Bomgaars Supply, Inc	Fire Truck Hose Repairs	16.87
Bomgaars Supply, Inc	Trimmer Line	34.99
Bomgaars Supply, Inc	Batteries	277.97
Bomgaars Supply, Inc	Air Gun for Air Compressor	30.78
Bomgaars Supply, Inc	Memorial Sampler Parts	50.78
Bomgaars Supply, Inc	Electrical Parts for Press Building	66.86
Bomgaars Supply, Inc	Plumbing Parts for Press Building	61.93
Bomgaars Supply, Inc	Plumbing Parts for Press Building	12.43
Bomgaars Supply, Inc	Plumbing Parts for Press Building	111.51
Bomgaars Supply, Inc	Shop Supplies	115.93
Bomgaars Supply, Inc	Fluid for Brown Bear	69.98
Bomgaars Supply, Inc	Supplies	92.55
Bomgaars Supply, Inc	Supplies	3.99
Bomgaars Supply, Inc	Supplies	39.97
Bomgaars Supply, Inc	Supplies	52.23
Bomgaars Supply, Inc	Hose	89.99
Bomgaars Supply, Inc	Pipe	18.99
Bomgaars Supply, Inc	Supplies	19.96
Bomgaars Supply, Inc	Supplies	38.97
Bomgaars Supply, Inc	Supplies	11.98
Bomgaars Supply, Inc	Supplies	18.98
Central Iowa Distributing, Inc	Cleaning Supplies	109.10
Century Link	September 2014 Phone Service	196.84
City of Storm Lake	Replaced Shocks & Radiator	313.16
City of Storm Lake	Health Ins Allocations Oct2014	4,534.16
Color-ize Inc	Business Cards & Finance Charge	67.63
Evertex Inc	Cell Phone Service Oct 2014	123.36
Fastenal Company	Supplies	1.86
Fastenal Company	Supplies	24.70
Foundation Analytical Laboratory Inc	Testing	686.00
Foundation Analytical Laboratory Inc	Testing	489.00
Grainger Inc W.W.	Air Filter	99.50
Hotsy Equipment Co	Nozzle & Pump	147.77
Iowa Water Env Assoc	IAWEA Training- Kleespies- Cherokee 10/1/2014	30.00
Jacobsen Ronald	Moving Expenses up to 9/29/2014	2,080.78
MidAmerican Energy Company	Electric Service July/Aug 2014	11,784.79
Mike's Electronics Inc	Heater Repairs	189.00
Mike's Electronics Inc	Services	170.00
Mike's Electronics Inc	Fans	560.78
Napa Auto Parts	Supplies	6.49
Neuroth Kevin	Garbage Service August 2014	62.75
O'Reilly Auto Parts	Circuit Breakers	8.38
Principal Life Ins Co	Insurance Premium Oct 2014	463.02
Rehab Systems Inc.	Jet/Vac Cleaning WasteWater Plant	500.00
Rent-All	Rotomaster Rent	38.00
Specter Instruments, Inc	Annual Software Renewal	197.50

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

Checks for Approval Report

From: 09/16/14 To 10/06/14
User: tyler.gibbins

Star Energy, LLC	Fuel August 2014		395.64
Wastewater Treatment Plant		Department Total =	25,978.84
Wastewater Collection			
City of Storm Lake	Health Ins Allocations Oct2014		1,910.52
Principal Life Ins Co	Insurance Premium Oct 2014		159.33
Rehab Systems Inc.	Jet/Vac Cleaning		2,762.50
Star Energy, LLC	Fuel August 2014		187.06
Underground Location Company	Locates		51.40
Veenstra & Kimm, Inc	Solids Handling through 9/20/2014		701.59
Veenstra & Kimm, Inc	WWTP Disinfection Const Service through 9/20/2014		8,931.18
Veenstra & Kimm, Inc	Construction Staking- 8/17/2014 to 9/20/2014		170.77
Veenstra & Kimm, Inc	Construction Staking- 8/17/2014 to 9/20/2014		22.77
Veenstra & Kimm, Inc	Construction Staking- 8/17/2014 to 9/20/2014		34.16
Veenstra & Kimm, Inc	Construction Admin- 8/17/2014 to 9/20/2014		654.63
Veenstra & Kimm, Inc	Construction Admin- 8/17/2014 to 9/20/2014		436.42
Veenstra & Kimm, Inc	Construction Admin- 8/17/2014 to 9/20/2014		3,273.15
Veenstra & Kimm, Inc	Construction Observation- 8/17/2014 to 9/20/2014		2,539.31
Veenstra & Kimm, Inc	Construction Observation- 8/17/2014 to 9/20/2014		338.58
Veenstra & Kimm, Inc	Construction Observation- 8/17/2014 to 9/20/2014		507.86
Wastewater Collection		Department Total =	22,681.23
Landfill			
Buena Vista Stationery & Print Inc	Envelopes- Yellow		13.47
City of Storm Lake	Health Ins Allocations Oct2014		449.36
Inobbar LLC	Novus Agenda Annual Subscription- through October		700.00
Iowa Office Supply Inc	Copier Maintenance Agreement		27.62
Principal Life Ins Co	Insurance Premium Oct 2014		20.10
Purchase Power	Postage Sept 15, 2014		5.14
Purchase Power	Postage Sept 29, 2014		2.04
Qualified Presort Service, LLC	Final Bills		4.09
Qualified Presort Service, LLC	ACH Statements		94.84
Qualified Presort Service, LLC	Monthly Statements		389.85
Recycle Center Harold Rowley	2nd Qtr FY2015 Landfill Assessment		92,750.00
Landfill		Department Total =	94,456.51
Storm Water Administration			
Buena Vista Stationery & Print Inc	Envelopes- Yellow		13.47
City of Storm Lake	Health Ins Allocations Oct2014		721.85
Color-ize Inc	Employee Recognition Supplies		337.39
Foundation Analytical Laboratory Inc	Testing		400.00
Inobbar LLC	Novus Agenda Annual Subscription- through October		700.00
Iowa Office Supply Inc	Copier Maintenance Agreement		27.63
Principal Life Ins Co	Insurance Premium Oct 2014		28.22
Qualified Presort Service, LLC	Final Bills		4.00
Qualified Presort Service, LLC	ACH Statements		94.84
Qualified Presort Service, LLC	Monthly Statements		389.85
Storm Water Administration		Department Total =	2,717.25
Storm Water Collection			
Amdahl Myron	Easement		1.00

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

Checks for Approval Report

From: 09/16/14 To 10/06/14
User: tyler.gibbins

Bolton & Menk, Inc	Engineering Services- High School Drainage	90.00
Bolton & Menk, Inc	Final Design/Bidding through 9/22/2014	2,102.50
City of Storm Lake	Health Ins Allocations Oct2014	450.77
Emmons & Olivier Resources Inc	Aug Engineering Svc- Final Design & Construction D	11,569.29
Emmons & Olivier Resources Inc	Profession Services through 6/30/2014	844.75
Principal Life Ins Co	Insurance Premium Oct 2014	21.93
Schramm Virginia	Easement	1.00

Storm Water Collection	Department Total =	15,081.24
-------------------------------	---------------------------	-----------

Street Cleaning

City of Storm Lake	Health Ins Allocations Oct2014	450.21
Star Energy, LLC	Fuel August 2014	344.70

Street Cleaning	Department Total =	794.91
------------------------	---------------------------	--------

Insurance

Auxiant - Fixed Account	October 2014 Insurance Premium	18,135.46
Three Rivers Benefit Corporation	Flex Claims 9/15/2014	375.96
Three Rivers Benefit Corporation	Flex Claims 9/30/2014	402.44
Three Rivers Benefit Corporation	Claims 9/30/2014	59,662.35
Three Rivers Benefit Corporation	Flex Claims 10/1/2014	88.98

Insurance	Department Total =	78,665.19
------------------	---------------------------	-----------

UNAVAILABLE

Garrett Hill Kelly Johnson &	Activity Challenge & August 2014 PT Classes	505.89
------------------------------	---	--------

UNAVAILABLE	Department Total =	505.89
--------------------	---------------------------	--------

Vehicle Maintenance

Arnold Motor Supply, LLP	Batteries- #17	261.68
Arnold Motor Supply, LLP	Kneeling Pads	33.70
Arnold Motor Supply, LLP	Air Coupler	10.09
Arnold Motor Supply, LLP	Battery	83.99
Arnold Motor Supply, LLP	Supplies	60.00
Arnold Motor Supply, LLP	Testing Kit	172.75
Arnold Motor Supply, LLP	Supplies Truck #59	49.20
Arnold Motor Supply, LLP	Blower Motor Truck #59	51.52
Bomgaars Supply, Inc	Supplies	9.99
Bomgaars Supply, Inc	Clamps	7.96
Bomgaars Supply, Inc	Screen (2)	13.38
Fitzpatrick Auto Center	Duct for Scott's Car	177.48
Interstate Power Systems, Inc	Services on Snow Removal #59	2,723.47
Johnston Automotive & Industrial of Spencer Inc	Towels	36.00
Napa Auto Parts	Fittings & Asphalt Roller Switch	133.96
PowerPlan	Supplies	331.81
Schaeffer's Manufacturing Company	Oil	4,046.90
Storm Lake Hydraulics Co Inc	Pipe	25.44
Van Keppel, LLC Scott	Relay	67.07

Vehicle Maintenance	Department Total =	8,296.39
----------------------------	---------------------------	----------

Technology

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

Checks for Approval Report

From: 09/16/14 To 10/06/14
User: tyler.gibbins

Rebnord Technologies Inc	Technology Upgrades	14,899.50
Rebnord Technologies Inc	2 Factor Authentication	375.00
Rebnord Technologies Inc	My AntiSpam	75.00
Rebnord Technologies Inc	IT Service Agreement	3,200.00
Rebnord Technologies Inc	IT Service Agreement- Water Quality Computer	150.00
Rebnord Technologies Inc	IT Service Agreement- Water Quality Networking	200.00
Rebnord Technologies Inc	Computer Rotation	15,688.95
Rebnord Technologies Inc	Computer Rotation- Police Car Laptops	18,300.00
Rebnord Technologies Inc	IPad Rotation	3,599.80
Rebnord Technologies Inc	Detective Computer Rotation	5,800.00
Wide Open West	Internet Service Sept 2014	669.95
Technology	Department Total =	62,958.20
	Grand Total =	931,361.92

King's Pointe Resort
Disbursements 9/10/2014 through 9/30/2014

Vendor Name	Description	Amount
ACCO (2)	supplies	1,227.94
Ace Hardware (3)	supplies	109.42
Ameripride Services (3)	supplies	2,444.44
Ameri-Tech Industrial Inc.	supplies	626.64
Arnold Motor Supply (2)	supplies	83.49
Booking.com	commission	116.25
Buena Vista Stationery	supplies	194.67
Bunkers Feed & Supply Inc.	supplies	1.00
Capital Sanitary Supply Co.	supplies	413.10
Cedar Valley Bank & Trust	payment	1,056.86
City of Storm Lake	utilities	3,996.74
Citadel Communications Co - KCAU	advertising	201.00
Color-ize (3)	supplies	901.25
Daily Times Herald	advertising	22.02
Daniels Filter Service	supplies	391.56
Expedia Inc.	commission	1,142.10
Ferguson Enterprises, Inc. (2)	supplies	29.66
First National Bank (2)	credit card payments	1,169.51
Frigitec	supplies	255.12
Pitney Bowes Global Financial	supplies	151.98
Graphic Edge Inc.	supplies	404.28
Hy-Vee Food Stores (3)	food	345.86
MidAmerican Energy Company	utilities	9,701.66
Joyce's Greenhouse	supplies	1,440.00
Julius Cleaners (3)	supplies	129.25
Kinseth Hotel Corporation (3)	payroll, wk comp	143,710.12
Knology Inc DBA WOW Cable	cable, phone	2,869.14
Lake Electric Supply (3)	supplies	594.43
Maintenance USA	supplies	150.94
Brian Oakleaf (2)	reimbursement	832.00
Olsen Welding & Machine Shop	supplies	75.00
Orkin Exterminating Inc	pest control	209.05
Pepsi-Cola Bottling Co (2)	beverages	1,821.45
Pilot Tribune	advertising	165.51
Plasticard Locktech Intl	supplies	853.90
Rebnord Technologies Inc	tech support	2,258.33
Red Book Solutions	supplies	46.65
Rent-All Inc.	rental fees	131.25
The Storm Lake Times (2)	advertising	137.00
Storm Lake Chamber & Area (2)	advertising	145.00
Sysco Guest Supply LLC (2)	supplies	851.66
Treasurer State of Iowa	sales tax	13,300.00
UPS (2)	shipping	173.15
US Foods (3)	food	27,356.47
Al's Liquor (2)	beverages	544.06
Doll Distributing LLC (2)	beverages	768.60
Glazer's Distributors	beverages	316.50
Johnson Brothers/Iowa Wine & Bev (2)	beverages	196.35
Total		224,062.36

Sunrise Pointe Golf Course
Disbursements 9/10/2014 through 9/30/2014

Alliant Energy	utilities	32.30
Joyce's Greenhouse	supplies	520.00
Julius Cleaners	mat cleaning	3.80
King's Pointe Resort	reimbursement	34.16
Kineth Hotel Corporation (3)	payroll, mgt fee	4,830.14
Knology Inc DBA WOW Cable	cable, phone	95.82
MidAmerican Energy Co.	utilities	882.57
Pepsi-Cola	beverages	495.19
Star Promotions	supplies	761.02
US Foods Inc	food	553.67
	Totals	8,208.67

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

Present: Mayor Jon Kruse, Council Members Dan Anderson, Sara Huddleston, Mike Porsch (arrived at 5:05pm), Bruce Engelmann and David Walker. Staff present: City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Fire Chief Mike Jones, Infrastructure Superintendent Pat Kelly, Library Director Elizabeth Huff, Water Plant Superintendent Todd Allen, Wastewater Treatment Plant 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 #46903 through checks #47033, minutes from the September 2, 2014 council meeting, liquor license renewal for BVU, Dyno's Wine & Spirits, and The Legacy. Also on the consent agenda was the approval of the following easements:

North Central Storm Water Project: Myron and Jana Amdahl and Virginia Schramm

East 10th Street Project – Ignacio Borges, Ontario Condo Units, and Silvia Auten

North Lake Ave Trail Project – Atlantic Investment Co. and Carisch Brothers

Seconded by Council Member Anderson. Vote: All ayes with Council Member Porsch absent. Motion carried.

Meridian Development Agreement – Moved by Council Member Walker to adopt Resolution No. 39-R-2014-2015 setting October 6, 2014 for a public hearing on the proposed Development Agreement with Meridian Manufacturing. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Porsch absent. Motion carried.

RESOLUTION NO. 39-R-2014-2015

RESOLUTION FIXING DATE FOR A PUBLIC HEARING
ON THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH MERIDIAN
MANUFACTURING, INC., AND PROVIDING FOR
PUBLICATION OF NOTICE THEREOF

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

WHEREAS, the Plan was amended by Resolution No. 25-R-2004-2005 adopted

October 18, 2004 (Amendment No. 1), Resolution No. 07-R-2010-2011 adopted July 19, 2010 (Amendment No. 2), and Resolution No. 36-R-2013-2014 adopted November 18, 2013 (Amendment No. 3); and

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

WHEREAS, the City has received a proposal from Meridian Manufacturing, Inc. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Storm Lake Industrial Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of an approximately 7,200 square foot expansion consisting of a 60' x 120' post frame building to be used for cold storage, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to fifteen (15) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$105,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 of the City Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish

notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

That this Council meet in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 5:00 o'clock P.M. on the 6th day of October, 2014, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Meridian Manufacturing, Inc.

That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

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

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL
OF THE CITY OF STORM LAKE IN THE STATE OF
IOWA, ON THE MATTER OF THE PROPOSAL TO
ENTER INTO A DEVELOPMENT AGREEMENT WITH
MERIDIAN MANUFACTURING, INC., AND THE
HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake in the State of Iowa, will hold a public hearing on the 6th day of October, 2014, at 5:00 o'clock P.M. in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Meridian Manufacturing, Inc. (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Storm Lake Industrial Urban Renewal Area as defined and legally described in the Development Agreement, consisting of the construction of an approximately 7,200 square foot expansion consisting of a 60' x 120' post frame building to be used for cold storage, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. One of the obligations of Developer relates to employment retention and/or creation.

The Agreement would further obligate the City to make up to fifteen (15)

consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$105,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

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

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Storm Lake in the State of Iowa, as provided by Section 364.6 of the City Code of Iowa.

Dated this _____ day of _____, 2014.

City Clerk, City of Storm Lake in the State of
Iowa

(End of Notice)

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

Jon F. Kruse, Mayor

ATTEST:

City Clerk

Mike Porsch arrived at 5:05PM.

Street Finance Report – Moved by Council Member Walker to adopt Resolution No. 40-R-2014-2015 approving the FY 2013-2014 Street Finance Report. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

RESOLUTION NO. 40-R-2014-2015

RESOLUTION APPROVING THE 2013-2014 FISCAL YEAR STREET FINANCE
REPORT

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

That the 2013-2014 fiscal year Street Finance Report be approved.

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

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

28E Agreement – Moved by Council Member Huddleston to adopt Resolution No. 41-R-2014-2015 approving a 28E agreement with the City of Cherokee for assistance with starting a rental housing inspection program. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

RESOLUTION NO. 41-R-2014-2015

**RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF
STORM LAKE AND THE CITY OF CHEROKEE FOR ASSISTANCE IN
IMPLEMENTING A RESIDENTIAL RENTAL MAINTENANCE PROGRAM**

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

To approve an agreement pursuant to Section 28E of the 2013 Code of Iowa by and between the City of Storm Lake, Iowa and the City of Cherokee for assistance in implementing a Residential Rental Maintenance Program.

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

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Rezoning Requests – Moved by Council Member Walker to pass on 3rd reading Ordinance No. 02-O-2014-2015 approving the re-zoning of a part of Lot 8, Block 1, Geisinger's Commercial Second Addition from PO: **P**ark, Recreation, and Open Space to R-1: Low Density Residential. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

ORDINANCE NO. 02-O-2014-2015

ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF STORM LAKE, IOWA BY CHANGING A CERTAIN ZONING CLASSIFICATION

WHEREAS, after due notice of intended action as provided by law, the City Council of the City of Storm Lake, Iowa, has determined that the zoning ordinance of this City should be amended as set forth below; and

WHEREAS, said action has been recommended by the Planning and Zoning Commission of the City of Storm Lake, Iowa;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa, that Article IV, Section 406 of the zoning ordinance of the City of Storm Lake, Iowa, and the official map as referred to therein, is hereby amended as follows:

A PART OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT 8, THENCE N 88°46'44" W, 17.06 FEET ALONG THE NORTH LINE OF SAID LOT 8; THENCE S 01°59'09" W, 124.54 FEET; THENCE S 88°36'10" E, 17.06 FEET TO THE EAST LINE OF SAID LOT 8; THENCE N 01°59'04" E 124.59 FEET ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 2125 SQUARE FEET.

is hereby rezoned from a classification of PO: Park, Recreation, and Open Space to R-1: Low Density Residential.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

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

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Moved by Council Member Anderson to pass on 3rd Reading Ordinance No. 03-O-2014-2015 approving the re-zoning of 101 College from R-2: Low-Medium Density Residential to PO: Park, Recreation, and Open Space. Seconded by Council Member Engelmann.
Vote: All ayes. Motion carried.

ORDINANCE NO. 03-O-2014-2015

ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF STORM LAKE, IOWA BY CHANGING A CERTAIN ZONING CLASSIFICATION

WHEREAS, after due notice of intended action as provided by law, the City Council of the City of Storm Lake, Iowa, has determined that the zoning ordinance of this City should be amended as set forth below; and

WHEREAS, said action has been recommended by the Planning and Zoning Commission of the City of Storm Lake, Iowa;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa, that Article IV, Section 406 of the zoning ordinance of the City of Storm Lake, Iowa, and the official map as referred to therein, is hereby amended as follows:

Lot 6 Block 91 Storm Lake Corp Hayes, 101 College (14-03-307-006)

is hereby rezoned from a classification of R-2: Low-Medium Density Residential to PO: Park, Recreation, and Open Space.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

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

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Expansion Storm Water Project – Moved by Council Member Walker to approve the purchase of 1.85 acres of land from Patrick and Renee Sand for the Expansion Blvd Storm Water Project. Purchase price \$30,000. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Adjourn – Moved by Council Member Huddleston to adjourn the meeting at 5:13pm.
Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

10/6/2014
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	\$931,361.92	\$601,652.30	\$358,480.16	59.58	\$235.00	.04	\$242,937.14	40.38
King's Pointe	\$224,062.36	\$67,052.24	\$21,875.84	33			\$45,176.40	67
Golf Course	\$8,208.67	\$3,378.53	\$1,472.83	44			\$1,905.70	56

RECOMMENDATION: Review Buy Local Information

Staff Summary

10/6/2014
Agenda Item # C.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Easement Approvals**

BACKGROUND: The City of Storm Lake is working on the acquisition of easements for several projects for the 2015 construction season. The following easement agreements have been reached with property owners at this time and are ready for Council approval.

The details of each easement are provided below and copies of the easements are attached to this staff summary.

Permanent Easement - This easement will allow for the installation of a sign on private property in the alley behind Otsego Place. The sign is needed to warn drivers of the location of a speed bump in that location. The easement cost is \$1.00.

Permanent Easement - This easement is with Jon and Colleen Kruse and the Jon and Colleen Kruse Living Trust. The easement provides for the construction and location of a rain garden on the Kruse property as part of the North Central Storm Water Project. The cost of the easement is for \$1.00.

There are no additional easements that are ready for City Council approval at this time.

FISCAL IMPACT: The cost of the approval of the two easement is a total of \$2.00 each to paid for out of the project funds.

RECOMMENDATION: Approve the Motion Approving Consent Agenda and the Easements

ATTACHMENTS:

Description	Type
❏ Kruse Easement NC Storm Water Project	Backup Material
❏ Methodist Manor Easement	Contract

Return To: Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

Preparer: Philip E. Havens, Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

EASEMENT AGREEMENT

This Easement Agreement is made and entered into this _____ day of _____, 2014, by and between Jon F. Kruse and Colleen A. Kruse, as Trustees of the Jon and Colleen Kruse Living Trust, together hereinafter referred to as Grantor, and the City of Storm Lake, Iowa, an Iowa municipal corporation, hereinafter referred to as Grantee.

SECTION I.

PERMANENT EASEMENT

In consideration of the sum of one dollar (\$1.00), the Grantee's construction of certain public utility improvements, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a drainage easement for the purpose of laying, constructing, operating, inspecting, repairing, restoring, maintaining, replacing, substituting, relocating and removing a surface storm water collection facility, a storm water surface intake, and an underground storm sewer pipeline for the collection and transportation of storm water in, through, across, under, and on the real estate in

Buena Vista County, Iowa described under the heading, "PERMANENT STORM SEWER EASEMENT" on the attached Easement Exhibit and as depicted thereon. The real estate subject to the permanent easement is referred to below as the Permanent Easement Area.

SECTION II.

TERM

The rights granted in this Easement Agreement shall be possessed and enjoyed by Grantee, its successors and assigns so long as the storm water surface improvements or storm sewer pipeline constructed pursuant hereto shall be maintained and operated by Grantee, its successors or assigns.

SECTION III.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the rights of ingress and egress to and from the Permanent Easement Area for any purpose necessary to the exercise by Grantee of the rights granted herein.

SECTION IV.

RIGHTS OF GRANTOR

Grantor reserves the right to use and enjoy the Permanent Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. However, Grantor shall not have the right to locate any building or any surface installation on any part of the Permanent Easement Area or to fence the whole or any part thereof.

SECTION V.

STORM SEWER PIPELINE DEPTH; TREATMENT AND RESTORATION OF SURFACE

Grantee agrees to bury its storm sewer pipeline to a depth sufficient to avoid any interference with the normal uses which Grantor might make of Grantor's property. Grantee further agrees to

remove the topsoil from the Permanent Easement Area separately from the other materials removed by Grantee in the construction of the storm sewer pipeline and to replace said topsoil in the Permanent Easement Area upon completion of said storm sewer pipeline. Grantee shall leave the Permanent Easement Area free of any piles of dirt and shall plant and grow native vegetation in the Permanent Easement Area except in the location of the storm water intake. If and when the storm water improvements are no longer used or maintained by Grantee, Grantee shall restore the Permanent Easement Area as near to its condition immediately before the construction and installation of the storm water improvements as may be possible.

SECTION VI.

WARRANTY OF TITLE

Grantor covenants that Grantor is the owner of Permanent Easement Area and has the right, title and capacity to grant said premises.

SECTION VII.

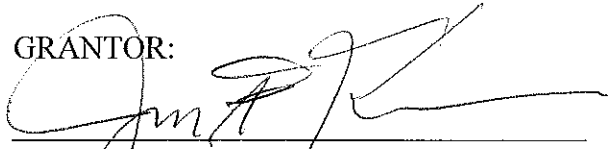
EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors or assigns of the parties hereto.

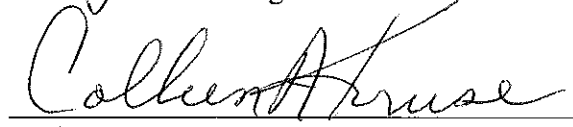
GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:


Jon F. Kruse, as Trustee of the Jon and
Colleen Kruse Living Trust

By: _____
David Walker, Mayor Pro Tem


Colleen A. Kruse, as Trustee of the Jon and
Colleen Kruse Living Trust

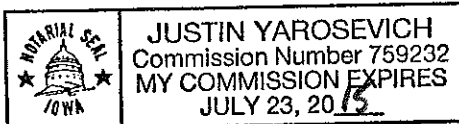
ATTEST:

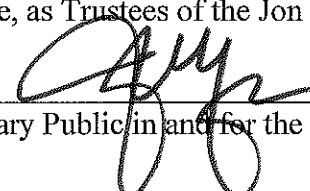
Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the 17th day of September, 2014, by

Jon F. Kruse and Colleen A. Kruse, as Trustees of the Jon and Colleen Kruse Living Trust.





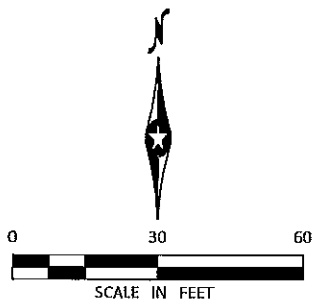
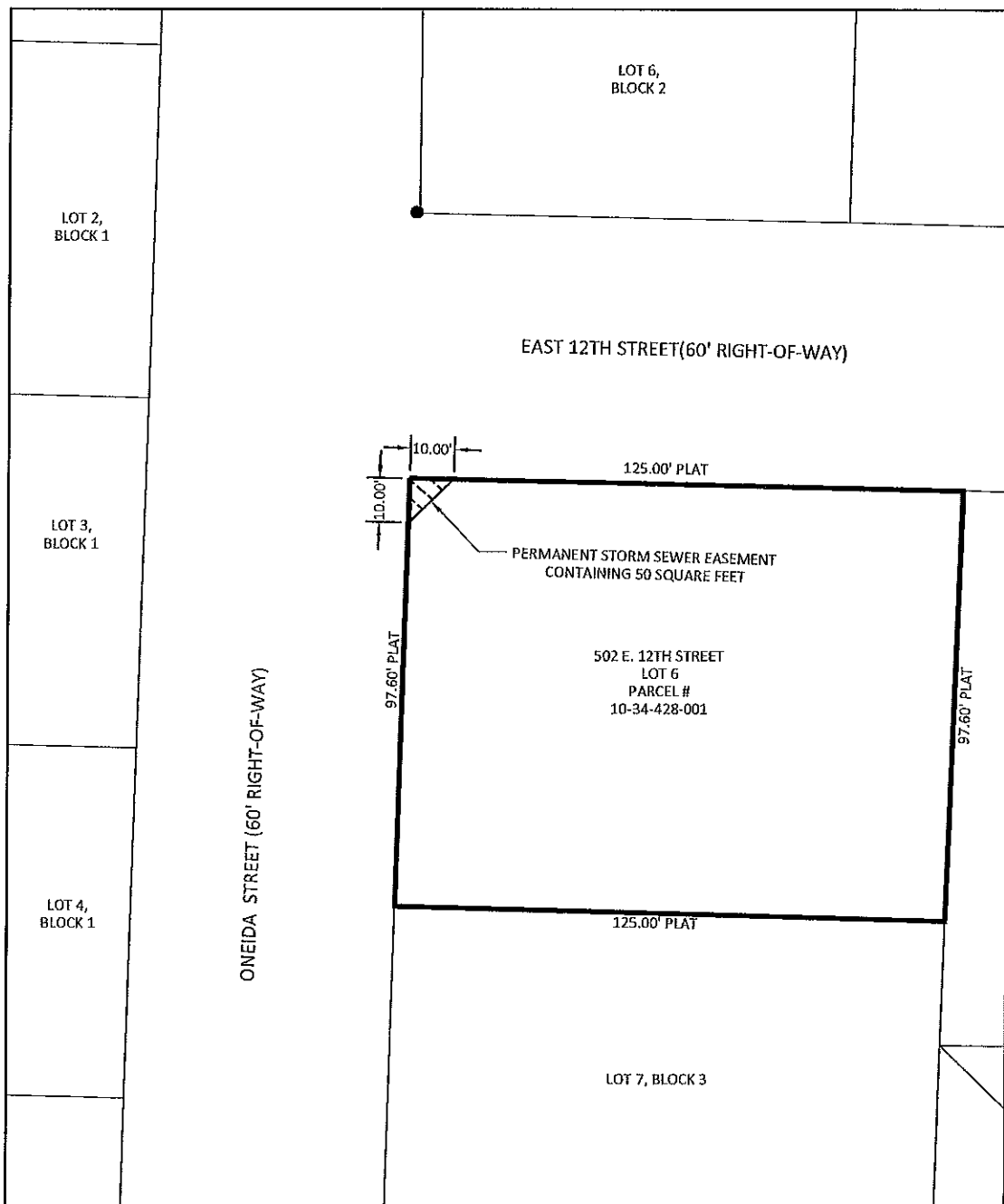
Notary Public in and for the State Of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2014, by

David Walker and Justin Yarosevich, as Mayor Pro Tem and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State Of Iowa



PERMANENT STORM SEWER EASEMENT

COMMENCING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 3, MAYWOOD 2ND ADDITION, STORM LAKE, BUENA VISTA COUNTY, IOWA, THENCE 10' SOUTH ALONG SAID LOT LINE, THENCE NORTHEAST TO A POINT LYING 10' EAST OF SAID NORTHWEST CORNER, THENCE 10' WEST ALONG SAID LOT LINE TO THE POINT OF BEGINNING.

PROPRIETOR

JON AND COLLEEN KRUSE

©Bolton & Menk, Inc. 2014, All Rights Reserved

EASEMENT EXHIBIT
STORM LAKE



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

1900 NORTH GRAND AVE, P.O. BOX 275
SPENCER, IOWA 51301
(712)-580-5075

LOT 6, BLOCK 3
MAYWOOD 2ND ADDITION
CITY OF STORM LAKE
BUENA VISTA COUNTY, IOWA

FOR: CITY OF STORM LAKE, IOWA

FIELD BOOK:

DRAWN BY: MKC

11

JOB NUMBER: P11.106745

Return To: Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

Preparer: Philip E. Havens, Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

EASEMENT AGREEMENT

This Easement Agreement is made and entered into this 15th day of September, 2014, by and between Methodist Manor Retirement Community, an Iowa Nonprofit Corporation, hereinafter referred to as Grantor, and the City of Storm Lake, Iowa, an Iowa municipal corporation, hereinafter referred to as Grantee.

SECTION 1. Permanent Easement. In consideration of the sum of one dollar (\$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns an easement for the construction, maintenance, repair, replacement and removal of a traffic sign over and across the following described parcel:

The South three feet (S. 3.0') of the North eight feet (N. 8.0') of the West three feet (W. 3.0') of Lot Three (3), Block Twenty-Five (25), Original Town of Storm Lake, Buena Vista County, Iowa.

SECTION 2. Term. The rights granted in this Easement Agreement shall be possessed and enjoyed by Grantee, its successors and assigns so long as the traffic sign constructed pursuant hereto or any replacement signs shall be maintained by Grantee, its successors or assigns. Grantee may replace or repair the traffic sign situated on such easement as often as Grantee, in its sole judgment, deems necessary.

SECTION 3. Additional Rights of Grantee. Grantee shall have the rights of ingress and egress to and from the Permanent Easement Area for any purpose necessary to the exercise by Grantee of the rights granted herein.

SECTION 4. Rights of Grantor. Grantor reserves the right to use and enjoy the Permanent Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. However, Grantor shall not have the right to locate any building or any surface installation on any part of the Permanent Easement Area or to fence the whole or any part thereof.

SECTION 5. Treatment and Restoration of Surface. After the original construction and installation of the traffic sign and any replacements thereof, Grantee shall leave the Permanent Easement Area free of any piles of dirt and shall restore the surface of the Permanent Easement Area around the sign as near to its condition immediately before the construction and installation of the sign or the replacement of the sign, as the case may be, as may be possible. If and when the traffic sign and any replacements thereof are no longer used or maintained by Grantee, Grantee shall restore the surface of the Permanent Easement Area as near to its condition immediately before the construction and installation of the sign or before the replacement of the sign, as the case may be, as may be possible.

SECTION 6. Warranty of Title. Grantor covenants that Grantor is the owner of the Permanent Easement Area and has the right, title and capacity to grant said premises.

SECTION 7. Effect of Agreement. This Agreement shall be binding upon the heirs, legal representatives, successors or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in Storm Lake, Iowa, on the day and year first above written.

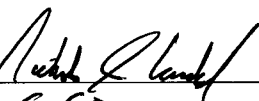
GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

METHODIST MANOR RETIREMENT
COMMUNITY

By: _____
Jon Kruse, Mayor

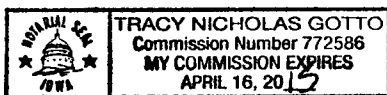
By:  _____
Its: CEO

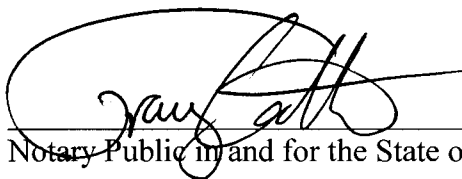
ATTEST:

Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the 15th day of September, 2014, by
Nick Ladegard, as CEO of
Methodist Manor Retirement Community.





Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2014, by
Jon F. Kruse and Justin Yarosevich, as Mayor and City Clerk, respectively, of the City of Storm
Lake, Iowa.

Notary Public in and for the State of Iowa

Staff Summary

10/6/2014
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: Iowa Lakes Corridor Executive Director Introduction

BACKGROUND: Mr. Kiley Miller is the new Executive Director of Iowa Lakes Corridor. This is an opportunity for him to introduce himself to the Mayor and Council and briefly discuss on going efforts with the Corridor.

FISCAL IMPACT: none

RECOMMENDATION: Welcome Mr. Miller

Staff Summary

10/6/2014
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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Public Hearing On Vacation Of Right-of-Way For Closing Of Railroad Crossings**

BACKGROUND: This agenda item will provide for the public to be heard regarding the vacation of right-of-way and the future closing of RR Crossings within the City of Storm Lake. The proposed crossings are as follows:

Gilbert Street
Hudson Street
Seneca Street (Sidewalk Only)
Otsego Street (East Sidewalk Only)
College Ave (Sidewalk Only)
Grand Avenue (Sidewalk Only)
Barton Street
Ontario Street

Notice of this public hearing has been published as required by Iowa Code and letters of the potential closing have been mailed to all adjoining property owners to each of the proposed closings and to all utilities within the City of Storm Lake who may or may not have utility extensions running under the proposed crossing locations.

The closings will remove existing sidewalk (pedestrian) and street (vehicular traffic) crossings at the proposed locations.

Underground utilities that are currently existing and permitted by the CN Railroad will be allowed to remain in place.

Prior to the public hearing the City has received a couple of written pieces regarding the proposed crossings which are attached to this staff summary for the Council's Review. They include:

Wickstrom - Written copy of letter to editor by Andriette Wickstrom opposing all closings

TransAgra - Written letter from Lisa Sakai opposing the closing of Gilbert Street crossing

In addition, City staff has talked to a few individuals regarding questions about the crossings and concerns about the closings. All individuals were encouraged to submit something in writing and/or be in attendance to speak at the hearing on October 6, 2014 at 5:00PM. City staff is also aware of a potential petition being circulated opposing the closing at Ontario Street.

We have had one contact as of this staff summary from a public utility regarding the status of existing lines in the area of the closings to which City staff responded directly to the utility.

FISCAL IMPACT:

The cost of the public hearing is estimated to be about \$500 which includes the cost of publication and the cost of mailing notices as required by the Iowa Code.

RECOMMENDATION:

Open the Public Hearing
Hear Comments
Close the Public Hearing

ATTACHMENTS:

Description		Type
☐	Wickstrom Letter of Opposition	Letter
☐	TransAgra Letter of Opposition	Letter

Dear Editor,

Area residents who are interested in thwarting subversive plans by a foreign railroad company to destroy public transportation in Storm Lake are encouraged to speak up at a hearing scheduled for Monday, October 6, at 5 pm during the next city council meeting.

It is highly disturbing that the Storm Lake City Council is being coerced by Canadian National Railroad into closing several pedestrian and vehicular crossings, all under the pretense of favoring health and public safety. Apparently the railroad officials feel that Storm Lake has too many crossings for the size of this community, however, they fail to take into account the community's configuration in which the tracks basically divide our town in two, while access to travel is also limited by the location of local slaughtering plants.

Concerned citizens should be very suspicious of a corporate entity that has shown nothing but extreme contempt for Storm Lake over the past many decades by allowing our historic depot to crumble and decay, by permitting over thirty years of accumulations of bird droppings and filth to pile up on the narrow and decrepit pedestrian pathway under the Flindt Street underpass, and by maintaining dangerous sidewalk situations in several locations adjacent to tracks. It does not take a genius to see that Canadian National does NOT care about health and safety in our town and probably has their own agenda based upon corporate greed.

It is absurd that Canadian National pretends to have the public interest in mind, especially when they have absolutely no empathy for Storm Lake pedestrians and bicycle commuters who are simply trying to take efficient routes in traveling to and from their homes for work, school, shopping, recreation, church, and other reasons. For example, the unsafe pedestrian "pseudo-sidewalk" at the Superior Street crossing is a popular place that is conveniently located as the first crossing five blocks from where East 3rd Street ends in gravel near the dirt footpath down the hill to Flindt Drive. Although the Superior sidewalk is not well maintained and does not feature a platform crossing over the tracks, it is often used by people in the area, as footprints and bike tracks clearly show, and if the railroad had true concerns about safety, they would have it fixed. Another dangerous situation exists at the Hudson Street crossing where a "psycho-path" going south suddenly ends, plunging down five inches to rough rocks about fifteen feet from the tracks, causing unsuspecting pedestrians to be caught in exotic tripping moves while bikers have wild wipe-outs. This would be an excellent site for Allen Funt and his camera crew from Candid Camera to lurk behind the piles of old railroad ties and other garbage to obtain photographic footage for the slapstick comedy crowd.

There are no current plans to upgrade the Superior crossing, and with a proposed closing of pedestrian and vehicle traffic at Hudson Street, that would leave people with seven blocks to travel to cross the tracks from the east, while also making trips longer for drivers in the area. In the middle of town, proposed closings of adjacent crossings at Otsego, College, and Grand would greatly hinder pedestrian travel for people accustomed to easy access to Buena Vista University and several lakeside parks. Then, the proposed closing of the Barton Street "pedestrian" **and** vehicle crossing is impossible, because there is currently no place for people to cross there safely, so something that does not exist cannot be

destroyed. With added housing and businesses in the area, the Barton Street vehicle crossing should be improved by adding blinking lights (or a similar safety feature) for drivers, while the area should also be enhanced by providing a safe pedestrian crossing. Otherwise, the nearest location for people to travel across the tracks safely on foot is located either at Vestal Street or someplace in Alta.

I have never visited the tracks at Gilbert Street, so I will leave commentary on that proposed closing to those who travel there, most likely farmers in the area who will be inconvenienced.

In order for City Council members to get a feel for what travel is like for pedestrians before they finalize decisions that could cause massive misery in this community, I propose that they avoid using their personal vehicles for the next two months – like I sometimes do – and get around by bicycle or on foot. Life is a little different when traveling around town with backpacks full of books and heavy groceries – especially during watermelon season.

Although Storm Lake has many positive attributes, being a pedestrian friendly community has traditionally not been one of them, although recent curb and sidewalk improvements on West 5th Street have been a step in the right direction. Currently our City Council has the opportunity to further improve our image by refusing to cater to the whims of Canadian National Railroad. Instead of closing pedestrian and vehicular crossings and making life difficult for many children and adults who reside here, the city should insist that the railroad maintain **and/or** improve all current crossings, including those proposed to be closed; upgrade and clean the filthy Flindt Drive underpass; and write a sincere apology for the horrible handling of the declining depot fiasco. If Canadian National refuses to meet these guidelines by a specific deadline, the city should immediately have the hazardous railroad bridge over Flindt Drive demolished, sending a strong message that the railroad's lack of respect for our town will no longer be tolerated.

I realize that Canadian National Railroad is offering tempting bribes to our city officials, but there are times in life when ethics, and not money, should rule. Residents who care about the future of this community should contact the Storm Lake City Council to let them know that it is not acceptable to be intimidated into allowing a foreign entity to instigate plans which will cause distress and suffering among our city dwellers, especially those who travel by bicycle or on foot.

Let us NOT be railroaded by the railroad.

Sincerely,

Andriette Wickstrom

September 4, 2014

Storm Lake City Council
620 Erie Street
P.O. Box 1086
Storm Lake, IA 50588

Reference: Closing of Gilbert Street Railroad Crossing

Since I am unable to attend the public hearing regarding the closing of the Gilbert Street railroad crossing, TransAgra International would like to go on the record as being against this proposal.

Gilbert Street is the major access point for semis serving our shipping and receiving departments, along with Meridian's east-end receiving location. The alternative route, Expansion Blvd. is poorly maintained in the winter, often icy with snow and blowing snow. Without being able to arrive and exit to the south, directly accessing Business Hwy 71, semi-traffic on Gilbert Street will be congested, with trucks trying to turn-around and head back north, while others are trying to head south to access our dock location and Meridian's receiving area.

Please reconsider your proposal in regards to Gilbert Street. This closing would negatively impact our ability to transact business.

Best regards,

Lisa Sakai

Lisa Sakai

Staff Summary

10/6/2014
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: **Ordinance No. 04-O-2014-2015 Vacating Right-of-Way For Closing Of Eight Railroad Crossings**

BACKGROUND: The City has reached an extensive agreement with the CN Railroad to close four (4) street and sidewalk crossings and four (4) sidewalk only crossings as indicated in the attached ordinance and as previously discussed in the Public Hearing.

In exchange the CN Railroad will provide to the City cash, three parcels of property, and assistance in moving the lights and gates from one of the closed crossings (Ontario) to an existing non-signalized crossing Oneida Street, and provide for the installation of a new drainage culvert under the tracks in the Expansion Blvd area.

The overall details of the agreement are outlined in the agreement that was approved at the September 2, 2014 Council Meeting and a copy of which is included here for the public and council's review.

Council will have had a chance to hear from the public regarding these closures prior to considering this ordinance on first reading. It should be noted that in order for the ROW to be vacated and the City to close the eight crossings (four of which are sidewalks only) that the Council will have to read and approve the ordinance on three separate readings over three separate meetings (scheduled for October 6th and 20th and November 3rd).

Failure to pass the ordinance at one of those three events will void the agreement previously approved by Council as the agreement was contingent upon the approval of the vacation of the ROW.

FISCAL IMPACT: The cost to close the railroad crossings is estimated to be around \$5,000 per closing. Much of the work will be done by City staff but the City will need to acquire signage. Costs related to the closure are being covered by the railroad and also by the Iowa Department of Transportation.

RECOMMENDATION: Adopt Ordinance No. 04-O-2014-2015 On
1st Reading - October 6, 2014
2nd Reading - October 20, 2014
3rd Reading - November 3, 2014

ATTACHMENTS:

Description		Type
	Ordinance No. 04-O-2014-2015	Ordinance
	Crossing Closure Agreement - Previously Approved on 9.2	Backup Material

ORDINANCE NO. 04-O-2014-2015

AN ORDINANCE PROVIDING FOR THE VACATION OF CERTAIN STREET CROSSINGS AND PEDESTRIAN SIDEWALK CROSSINGS IN THE RIGHT-OF-WAY OF THE CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY WHERE SUCH RIGHT-OF-WAY INTERSECTS WITH GILBERT STREET, HUDSON STREET, SENECA STREET, OTSEGO STREET, COLLEGE AVENUE, GRAND AVENUE, BARTON STREET AND ONTARIO STREET IN THE 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 certain street crossings and pedestrian sidewalk crossings in the right-of-way of the Chicago, Central & Pacific Railroad Company where such right-of-way intersects with Gilbert Street, Hudson Street, Seneca Street, Otsego Street, College Avenue, Grand Avenue, Barton Street and Ontario Street in the City of Storm Lake, Buena Vista County, Iowa, in the interest of public safety.

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

1. The City of Storm Lake, Iowa has eighteen locations where public streets, sidewalks, or both pass at grade over the Chicago, Central & Pacific Railroad line.
2. A reduction of such highway/rail intersections in the City will advance the public safety.
3. Given the proximity of other crossings, any adverse impact on the traveling public, commercial enterprises, and the delivery of emergency services occasioned by the vacation and closing of the street crossings and pedestrian sidewalk crossings in the right-of-way of the Chicago, Central & Pacific Railroad Company where such right-of-way intersects with Gilbert Street, Hudson Street, Seneca Street, Otsego Street, College Avenue, Grand Avenue, Barton Street and Ontario Street will be minimal and is outweighed by the enhancement of public safety.
4. The vacation will not deny owners of property abutting on Gilbert Street, Hudson Street, Seneca Street, Otsego Street, College Avenue, Grand Avenue, Barton Street and Ontario Street reasonable access to their property.
5. 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 September 19, 2014, and which date was not less than four (4) nor more than twenty (20) days from the date of the first hearing on the proposed vacation, which date was set for October 6, 2014.

Section III. Vacation: The following street crossings and pedestrian sidewalk crossings

within the railroad right-of-way of the Chicago, Central, & Pacific Railroad Company in Storm Lake, Iowa:

1. Gilbert Street	RR milepost 426.15	DOT #307492K	Street only
2. Hudson Street	RR milepost 428.03	DOT #307502N	Street/Pedestrian
3. Seneca Street	RR milepost 428.20	DOT #307504C	Pedestrian only
4. Otsego Street	RR milepost 428.70	DOT #307511M	(e sidewalk only)
5. College Ave.	RR milepost 428.80	DOT #307513B	Pedestrian only
6. Grand Avenue	RR milepost 428.86	DOT #307514H	Pedestrian only
7. Barton Street	RR milepost 429.16	DOT #307516W	Street only
8. Ontario Street	RR milepost 428.63	DOT #307510F	Street/Pedestrian

are 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 _____ day of _____, 2014.

Jon Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

CROSSING CLOSURE AGREEMENT

This Agreement is made and entered into by and between the **CITY OF STORM LAKE IOWA** and the **CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY**, effective as of the date of latest execution shown below:

KNOWN ALL PERSONS BY THESE PRESENTS:

WHEREAS, the CITY OF STORM LAKE (CITY) and the CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY (CCP) have agreed, in the interests of highway-rail grade crossing safety, to permanently close and abolish certain public highway-rail or sidewalk-rail at-grade crossings, all as hereinafter set forth, in the City of Storm Lake, a municipality located in Buena Vista County, Iowa; and

WHEREAS, the CITY is a political subdivision organized and existing under the laws of the State of Iowa; that its official mailing address is 620 Erie Street, P. O. Box 1086, Storm Lake, Iowa, 50588; and

WHEREAS, the CCP is a corporation organized and existing under the laws of the State of Delaware and duly authorized to conduct business in the State of Iowa; that it operates a common carrier service by railroad between points in Iowa and between points in other states; that its principal offices are located at 17641 South Ashland Avenue, Homewood, Illinois 60430-1345; and

WHEREAS, the CITY is a community of approximately 10,600 residents; that eighteen (18) streets and/or pedestrian sidewalks pass over CCP's line of railroad at grade, at the following existing and open public streets, roadways, and/or pedestrian sidewalks:

Gilbert Street	RR milepost 426.15	DOT #307492K	Street only
120 th Street/Radio Road	RR milepost 426.82	DOT #307494Y	Street only
Flindt Drive	RR milepost 427.60	DOT #307497U	Underpass
Hudson Street	RR milepost 428.03	DOT #307502N	Street/Pedestrian
Oneida Street	RR milepost 428.11	DOT #307503V	Street/Pedestrian
Seneca Street	RR milepost 428.20	DOT #307504C	Pedestrian only
Cayuga Street	RR milepost 428.27	DOT #307505J	Street/Pedestrian
Lake Street	RR milepost 428.43	DOT #307506R	Street/Pedestrian
Geneseo Street	RR milepost 428.55	DOT #307508E	Street/Pedestrian
Ontario Street	RR milepost 428.63	DOT #307510F	Street/Pedestrian
Otsego Street	RR milepost 428.70	DOT #307511M	Pedestrian only
West 5 th Street	RR milepost 428.71	DOT #307512U	Street/Pedestrian
College Avenue	RR milepost 428.80	DOT #307513B	Pedestrian only
Grand Avenue	RR milepost 428.86	DOT #307514H	Pedestrian only
Vestal Street	RR milepost 428.94	DOT #307515P	Street/Pedestrian

Barton Street	RR milepost 429.16	DOT #307516W	Street only
Northwestern Drive	RR milepost 429.50	DOT #307517D	Street only
90 th Ave/Abner Bell Rd	RR milepost 430.03	DOT #307518K	Street only

WHEREAS, the interests of public safety, public necessity and convenience do not justify the retention of the highway-rail intersections at the following streets and/or pedestrian sidewalks:

1. Gilbert Street	RR milepost 426.15	DOT #307492K	Street only
2. Hudson Street	RR milepost 428.03	DOT #307502N	Street/Pedestrian
3. Seneca Street	RR milepost 428.20	DOT #307504C	Pedestrian only
4. Otsego Street	RR milepost 428.70	DOT #307511M	(e sidewalk only)
5. College Avenue	RR milepost 428.80	DOT #307513B	Pedestrian only
6. Grand Avenue	RR milepost 428.86	DOT #307514H	Pedestrian only
7. Barton Street	RR milepost 429.16	DOT #307516W	Street only
8. Ontario Street	RR milepost 428.63	DOT #307510F	Street/Pedestrian

that given the proximity of adjacent crossings, any adverse impact upon the traveling public, commercial businesses or the delivery of emergency services, as may be occasioned by the closure and abolishment of these crossings, will be minimal; and

NOW, THEREFORE, in consideration of the stated premises and the mutual covenants and agreements of the parties as herein contained and for other valuable consideration flowing unto the parties, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

SUBJECT TO THE APPROVAL OF THE CITY COUNCIL OF THE CITY AFTER ANY REQUIRED NOTICE AND HEARING, AND SUBJECT TO THE PASSAGE OF ANY REQUIRED ORDINANCE BY SUCH COUNCIL, THE CITY SHALL:

A. Officially and permanently close and vacate within the railroad right of way, and remove the following street crossings with their pedestrian sidewalk crossings, if any, located in CCP's right of way;

1. Gilbert Street	RR milepost 426.15	DOT #307492K	Street only
2. Hudson Street	RR milepost 428.03	DOT #307502N	Street/Pedestrian
3. Seneca Street	RR milepost 428.20	DOT #307504C	Pedestrian only
4. Otsego Street	RR milepost 428.70	DOT #307511M	(e sidewalk only)
5. College Avenue	RR milepost 428.80	DOT #307513B	Pedestrian only
6. Grand Avenue	RR milepost 428.86	DOT #307514H	Pedestrian only
7. Barton Street	RR milepost 429.16	DOT #307516W	Street only
8. Ontario Street	RR milepost 428.63	DOT #307510F	Street/Pedestrian

B. At its sole expense and costs, the CITY will remove, at each of the crossings noted above in City Part A., the roadway approaches, install and thereafter

maintain at its sole cost and expense "ROAD CLOSED" signage (R11-2) and (OM4 series) type of reflector on posts per the Manual of Uniform Traffic control Devices ("MUTCD"), and maintain any additional fencing or signs if ever determined necessary by the City's Engineer to effect closure and prevent trespass.

- C. The CITY shall retain its rights for its existing utilities as may be necessary incident to the orderly operation of the City's infrastructure under, through and across the CCP's property consistent with the width of each street in existence at the time of this Agreement's execution.
- D. The CITY shall provide to CCP for CCP's sole use and occupancy of the CITY's property and building under the terms and conditions of a ninety-nine (99) year lease, which is hereto attached and shown as Exhibit A.
- E. The CITY, shall enter into CCP's standard license agreement for two (2) drainage conduits located under CCP's main track at or near milepost 426.31 and 426.46. The CITY shall assume cost and responsibility to restore or reconstruct and extend the existing drainage conduit located at MP 426.46. Such license agreement is attached as Exhibit B.
- F. The CITY agrees to defend, indemnify and hold CCP harmless and not liable for any other cost, liability, judgment or expense whatsoever resulting from the installation, maintenance, or existence of these culverts or drainage ditch, now or in the future.

THE CCP SHALL:

- A. At its sole expense and costs, the CCP shall perform closure, removal, and vacation of railroad right of way at each of the crossings identified in City Part A. noted above by removing the crossings signals, crossbuck signage, and at-grade surface materials in its track.
- B. The CCP shall enter a ninety-nine (99) year lease with CITY for CCP's sole use and occupancy of the CITY's property and building under the terms and conditions shown and detailed in Exhibit A attached hereto.
- C. The CCP agrees to provide the CITY with a Twenty-Five Thousand dollar (\$25,000.00) payment for each street closure to match the Closure Incentive payment provided by the Iowa Department of Transportation using Section 130 Safety Funds.
- D. The CCP agrees to transfer to the CITY whatever legal title it may have, if any, without warranty, by quit claim deed, to three (3) parcels of real property located north and south of its mainline beyond fifty feet (50') measured from the center of its main line track lying between Lake Street

and Cayuga Street, as shown on Exhibit C. The CCP agrees such transfer for Parcels 1, 2, and 3 shall be made within sixty (60) days of the permanent closure and vacation by the CITY of the eight (8) crossings identified above in CITY Part A. noted above.

- E. The CCP shall enter into the license agreement with City, which agreement is attached as Exhibit B, at such time as the Lease attached as Exhibit A and this Crossing Closure Agreement have been executed by the parties and are binding on both the CCP and the City.
- F. Upon formal approval of this Agreement by the City Council of the CITY, the CCP agrees to complete for submittal to the Iowa Department of Transportation a "SECTION 130 PROJECT REQUEST" form to fund relocation of the existing highway grade crossing signals currently located at Ontario Street. The CCP further agrees to assume the 10% funding match normally required of the CITY by such program.
- G. The CCP shall not oppose the CITY'S effort to obtain a "whistle-free" quiet zone within the city limits of CITY.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

- A. That this Agreement constitutes the ENTIRE agreement and understanding between the CCP and the CITY and supersedes all other offers, negotiations, and agreements. Modifications to this Agreement, and amendments or addenda thereto, must be agreed upon in writing by both parties and executed by both parties.
- B. This Agreement shall be void if both this Agreement and the Lease Agreement shown in Exhibit A are not so approved by the City Council of the City of Storm Lake, Iowa within 120 days of execution of this Agreement or if the City does not pass an ordinance vacating the street crossing together with their pedestrian sidewalk crossings, if any, within CCP's right of way, as set forth above, within the same 120-day period.

IN WITNESS WHEREOF, the parties have executed this agreement after being duly authorized to do so.

Authorized by the Mayor of the City of Storm Lake, Buena Vista County, Iowa, on the ____ day of _____, 2014, per Resolution _____ and executed by _____, the Mayor of the City of Storm Lake acting by and on behalf of City of Storm Lake, Iowa, this the ____ day of _____, 2014.

City of Storm Lake

BY: _____
Mayor, City of Storm Lake

ATTEST:

Clerk
City of Storm Lake

Approved by _____, _____, of
the Chicago, Central & Pacific Railroad Company, this the ____ day of
_____, 2014.

NAME (Printed)

TITLE
Chicago, Central & Pacific Railroad Company

Staff Summary

10/6/2014
Agenda Item # 6.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Resolution No. 42-R-2014-2015 Authorizing A Street Closure, Noise Variance & Tent Placement For The 2014 Bridal Bliss Event**

BACKGROUND: Attached to this summary is a written request from Kristi Davis of Storm Lake United making a series of requests in connection with the 2014 Bridal Bliss Event scheduled for Saturday, October 18, 2014 between the hours of 9:00am and 2:00pm.

The specific requests are as follows:

** A Noise Variance on the date of the event for the hours of 9:00am until 2:00pm in the Central Business District for outdoor amplified announcements and / or entertainment

**Permission to close the first half of the 100 block of West 6th Street (to the alley) for a limousine display

**Permission to erect a 10'x10' tent for registration within the closed right of way area on West 6th Street

This is a new event and the requests appear to be in order and consistent with other downtown events.

FISCAL IMPACT: None

RECOMMENDATION: Pass Resolution # 42-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 42-R-2014-2015	Resolution
☐ Letter and Permit	Letter

RESOLUTION NO. 42-R-2014-2015

**A RESOLUTION APPROVING STORM LAKE UNITED REQUESTS FOR THE
2014 BRIDAL BLISS EVENT**

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

To approve a noise variance for the Central Business District on Saturday, October 18,
2014 between the hours of 9:00am and 2:00pm.

To further approve the closing of the first half of the 100 block of West 6th Street (to the
alley).

To further give permission to erect a 10'x10' tent in the closed right of way area on West
6th Street.

PASSED AND APPROVED this 6th day of October, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk



September 30, 2014

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

Dear Chief Prosser,

Storm Lake United is sponsoring the first annual "Bridal Bliss" Walking Bridal show on Saturday, October 18, 2014. The retailers are requesting the following from 9:00 a.m. to 2:00 p.m.:

- A noise variance permit for the central business district during the time period.
- A permit for Storm Lake United to erect a 10' X 10' bridal registration tent on the corner of Lake Avenue and 6th Street.
- A "Right of Way" closing to have West 6th Street closed from Lake Avenue to the alley of the parking lot on 6th Street for limousine displays.

If you have any questions, please feel free to contact me. Thank you for your time and consideration.

Sincerely,

Kristi Davis

Marketing & Activities Director
Storm Lake United
(712) 732.7380
kristi@stormlakeunited.com



Public Safety Police & Fire

PERMIT

401 East Milwaukee Avenue
Storm Lake, IA 50588
Phone: 712-732-8010

Event 2014 Bridal Bliss

Issued To: Name Kristi Davis

Organization Storm Lake United

Address 119 W. 6th Street

Storm Lake, IA 50588

Phone 712-732-3780

Date(s) of Event Saturday, 10-18-2014

Time(s) of Event 9:00am - 2:00pm

Expiration of Permit 10-19-2014

Location/Area of Use Central Business District

Type of Permit

- | | | |
|-------------------|----------|------------------------------|
| <u>X X X</u> | <u>1</u> | Noise Variance -8-7-4 |
| <u> </u> | <u>2</u> | Ride/Run/Walk - 9-13-4 |
| <u> </u> | <u>3</u> | Parade -9-13-4 |
| <u> </u> | <u>4</u> | Public Demonstration - 8-7-4 |
| <u> </u> | <u>5</u> | Street Closing |
| <u> </u> | <u>6</u> | Fireworks - 8-2-1-(I2A) |
| <u> </u> | <u>7</u> | Authorized Burn - 7-2-2-B |
| <u> </u> | <u>8</u> | Other |

Authorized by: Mark A. Prosser

Printed Name


Signature

10-7-2014

Date

Public Safety Director

Title

Staff Summary

10/6/2014

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 43-R-2014-2015 To Approve Change Order #2 For The West 5th Street Overlay Project**

BACKGROUND: Change order #2 is a deduct of \$5,335.65 from the original contract. The deduct is for non complying film thickness of HMA material. There was no bid item for this evaluation.

The film thickness is the oil coating that adheres to the aggregate portion of the HMA mix as determined by the DOT materials lab. This is a new quality control feature that is relatively new to the DOT specifications. This deduct has little bearing on the performance of the asphalt. But is the DOT's process for obtaining the highest quality of mix from the asphalt contractors.

We expect one more change order for final quantities, and liquidated damages. Project completion will not come before city council until the storm water permit is complete.

FISCAL IMPACT:	Original contract price	\$922,146.52
	Change order #1 and #2	(-\$4,895.65)
	Current contract price	\$917,250.87
	Engineering Costs	\$157,100.00
	Legal & Admin	\$5,000.00
	Land Acquisition	\$40.00
	Total Project Costs	\$1,079,390.87

Total completed work to date \$850,611.09

SAFETEA-LU funds \$245,853.00
City Cost \$908,433.52

City funds are a combination of Local Option Sales Tax, Road Use Tax Funds, and General Fund revenues.

RECOMMENDATION: Approve Resolution No. 43-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 43-R-2014-2015	Resolution
☐ Change Order #2	Change Order

RESOLUTION NO. 43-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 Blacktop Service Co. for the 2014 Street Improvement Project – HMA Resurfacing with Milling, West 5th Street From Vista Drive to Lake Avenue Project deducting \$5,335.65 for non complying film thickness of HMA material.

Total cost of change order #2 is a decrease of \$5,335.65 to the contract. Total contract cost after change order #2 is \$917,250.87.

PASSED AND APPROVED this 6th day of October 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk



Change Order

Non-Substantial:

Part

☒

Non-

Part

☐

No. 2

Substantial:

☐☐

Concurrence Date _____

Contract
Accounting ID No.: 31347

County BUENA VISTA

Project No: STP-U-7422(613)--70-11

Kind of Work: HMA RESURFACING WITH MILLING Date Prepared: 9/29/14

Contractor: BLACKTOP SERVICE CO.

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made or extra work to be done:

8002 / New Item, {Price Adjustment} Noncomplying Film Thickness of HMA (Formula-Construction Manual Appendix 2-34 (M).

B – Reason for change or extra work:

8002 / Standard Specification 2303.03 D. / Iowa DOT Materials Instructional Memorandum 511.

(Continued on reverse side)

Approved _____	_____	_____	_____
District Construction Engineer	Date	Project Engineer	Date

Receipt is acknowledged of this change or extra work and terms of settlement are hereby agreed to.

Approved contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

BLACKTOP SERVICE CO.
Contractor

By _____
Date

Date For the Division Administrator
Federal Highway Administration

Approved _____
Assistant Construction Engineer Date

DISTRIBUTION: Project Engineer – Forward original to District.
District – Nonsubstantial – Forward original and one copy to the Office of Construction and two copies back to the Project Engineer.
- Substantial - Forward original and two copies to the Office of Construction.

C-1 –Settlement for cost of work to be made as follows:

Change Order No. 2

8002 / New Item ({Price Adjustment} Noncomplying Film Thickness of HMA (Formula-Construction Manual Appendix 2-34 (M))
5,335.650 EACH @ \$1.000/EACH = \$5,335.60 CR.

C-2 – Justification for cost(s)

8002 / Standard Specification 2303.03 D. / Iowa DOT Materials Instructional Memorandum 511.
Complete documentation located in Project File.

D – ITEMS INCLUDED IN CONTRACT

D – ITEMS INCLUDED IN CONTRACT			If Credit Add "CR"	
Change No.	Line Item Number	Unit Price .xxx	Quantity .xxx	Amount .xx
7				
7				
7				
7				
7				
7				
7				
TOTAL				

E – ITEMS NOT INCLUDED IN CONTRACT

E – ITEMS NOT INCLUDED IN CONTRACT					If Credit, Add “CR”	
Change No.	Item Description	Item Number	Function Code	Unit Price .xxx	Quantity .xxx	Amount .xx
8002	{Price Adjustment} Noncomplying Film Thickness of HMA (Formula-CM App. 2-34 M)	6200-2303040	442	1.000	5,335.650 CR	5,335.65
8						
8						
8						
8						
8						
8						
TOTAL						5,335.65 CR

Staff Summary

10/6/2014
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: **Public Hearing Concerning A Developer's Agreement With Meridian Manufacturing, Inc.**

BACKGROUND: This public hearing is to hear public comments on the proposed Meridian Manufacturing Developer's Agreement. The proposed agreement recognizes Meridian's plant expansion of an approximate \$300,000 new storage building and the addition of 35 new full time employees at wages above the County median.

The proposal is to incentivize Meridian for the new positions at \$3,000 per position or an aggregate of \$105,000. This will be paid to Meridian through annual tax increment payments coming from the new tax increment on the storage building for a period of 15 years or until the aggregate is met.

FISCAL IMPACT: Fiscal impact for this agenda item is the cost of publication of the notice of Public Hearing estimated to be about \$150.

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

Staff Summary

10/6/2014
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: Mike Wilson, Community Development Director

SUBJECT: **Resolution No. 44-R-2014-2015 Approving The Meridian Developer's Agreement**

BACKGROUND: The City continues to work with Meridian to assist them grow in Storm Lake. The City has not provided past assistance to Meridian.

Meridian has asked for assistance in enlarging their facilities and adding additional employees. Specifically, Meridian anticipates constructing a storage building with a total investment of approximately \$300,000 and adding 35 full time equivalent jobs earning a minimum base annual pay of \$33,000 or more.

The City will make up to fifteen years of consecutive annual payments of Economic Development Grants to Meridian up to a total amount not to exceed \$105,000 in the aggregate from tax increment being generated from the newly constructed building. This equates to a \$3,000 incentive per new hirer.

FISCAL IMPACT: The City will contribute \$3,000 per new job up to 35 jobs to Meridian for a period 15 years utilizing the tax increment being generated from the new storage building being constructed by Meridian up to a total aggregate amount of \$105,000.

RECOMMENDATION: Adopt Resolution No. 44-R-2014-2015 Approving the Meridian Developer's Agreement

ATTACHMENTS:

Description	Type
☐ Resolution No. 44-R-2014-2015	Resolution
☐ Meridian Development Agreement	Contract

RESOLUTION NO. 44-R-2014-2014

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF STORM LAKE AND MERIDIAN MANUFACTURING, INC.

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

WHEREAS, the Plan was amended by Resolution No. 25-R-2004-2005 adopted October 18, 2004 (Amendment No. 1), Resolution No. 07-R-2010-2011 adopted July 19, 2010 (Amendment No. 2), and Resolution No. 36-R-2013-2014 adopted November 18, 2013 (Amendment No. 3); and

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

WHEREAS, the City has received a proposal from Meridian Manufacturing, Inc. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Storm Lake Industrial Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of an approximately 7,200 square foot expansion consisting of a 60' x 120' post frame building to be used for cold storage, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to fifteen (15) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$105,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of Developer relates to employment retention and/or creation; and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to make loans and grants for economic development in furtherance of the objectives of an urban renewal project and to

appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

That the performance by the City of its obligations under the Agreement, including but not limited to making of loans and grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the

meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 6th day of October, 2014.

Mayor

ATTEST:

City Clerk

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF STORM LAKE, IOWA

AND

MERIDIAN MANUFACTURING, INC.

_____, 2014

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2014, by and between the CITY OF STORM LAKE, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2013, as amended (hereinafter called "Urban Renewal Act"), and MERIDIAN MANUFACTURING, INC. an Iowa corporation, having offices for the transaction of business at 2902 Expansion Blvd., Storm Lake, Iowa (hereinafter called "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Storm Lake Industrial Urban Renewal Area (the "Urban Renewal Area"), which is described in the Storm Lake Urban Renewal Plan approved for such Urban Renewal Area by Resolution No. 33-R-91-92 on September 16, 1991, which has been amended three times, lastly by Amendment No. 3 as approved by Resolution No. 36-R-2013-2014 on November 18, 2013 (the "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Buena Vista County, Iowa; and

WHEREAS, Developer is the owner of certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, Developer is willing to cause certain improvements to be constructed on the Development Property and Developer will thereafter cause the same to be operated in accordance with this Agreement; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

Execution version 10/6/14

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Area or Urban Renewal Area shall mean the area known as the Storm Lake Industrial Urban Renewal Area (as amended).

Certificate of Completion means the certificate given by the City to Developer acknowledging completion of construction of the Minimum Improvements in the form attached hereto as Exhibit C and hereby made a part of this Agreement.

City means the City of Storm Lake, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2013, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City as required by applicable City codes.

Developer means Meridian Manufacturing, Inc., and its permitted successors and assigns.

Development Property means that portion of the Storm Lake Industrial Urban Renewal Area described in Exhibit A.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

Event of Default means any of the events described in Section 10.1 of this Agreement.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial

Execution version 10/6/14

institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Full-Time Equivalent Employment Unit means the employment of the equivalent of one person for an average of 2,000 hours per year, assuming eight hours per day for a five-day, forty-hour work week for fifty weeks per year by Developer.

Storm Lake Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Meridian Manufacturing, Inc. TIF Account means a separate account within the Storm Lake Urban Renewal Tax Increment Revenue Fund of the City, in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements and the Development Property.

Minimum Improvements means the construction of an approximately 7,200 square foot expansion. Further detail of the Minimum Improvements is included in Exhibit B to this Agreement.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer, as the case may be, pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means Ordinance Number 01-0-2010-2011 and prior related ordinances of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Storm Lake Urban Renewal Tax Increment Revenue Fund.

Project shall mean the construction and operation of the Minimum Improvements on the Development Property and the creation and maintenance of jobs, as described in this Agreement.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Minimum Improvements divided and made available to the City for deposit in the Meridian Manufacturing, Inc. TIF Account of the Storm Lake Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City).

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Storm Lake Industrial Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Meridian Manufacturing, Inc. is an Iowa corporation, duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The construction of the Minimum Improvements will require a total investment of approximately \$300,000 for construction costs.

h. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or

federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by December 31, 2015.

l. Developer agrees that it will occupy the Minimum Improvements on the Development Property and that the Development Property shall be assessed as commercial property upon the completion of the Minimum Improvements.

m. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall require a total investment of approximately \$300,000 for construction costs.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the

construction of the Minimum Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than December 31, 2015; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.4. Certificate of Completion. Upon written request of Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.4 is solely for the purposes of this Agreement, and shall not constitute approval for any other City purpose shall it subject the City to any liability for the Development Property or the Minimum Improvements as constructed.

ARTICLE IV. RESERVED

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements. Developer will provide and maintain or cause to be maintained builder's risk, property damage, and liability insurance coverage with respect to the Development Property in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverage as the City may reasonably request, and shall provide evidence of such coverage to the City upon request.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Development Property and the Minimum Improvements.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5 Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with this Agreement.

Section 6.6 Employment. Developer currently employs 258 Full-Time Equivalent ("FTE") Employment Units. Developer shall retain all 258 Full-Time Equivalent Employment Units in order to be eligible for Economic Development Grants. In addition, Developer shall add at least 35 additional Full-Time Equivalent Employment Units at the Minimum Improvements no later than December 31, 2015 and thereafter Developer shall retain a Monthly Average of at least 293 Full-Time Equivalent Employment Units until the Termination Date of this Agreement. Developers Annual Certifications shall show that:

- a. a Monthly Average of at least 293 Full-Time Equivalent Employment Units has been maintained from October 1, 2016 through the Termination Date.
- b. each additional Full-Time Equivalent Employment Unit required to be added under this Agreement shall earn a minimum base annual pay of \$33,000.
- c. no additional Full-Time Equivalent Employment Unit will be counted for the purposes of this Agreement unless it earns at least \$33,000 per year.

"Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months, as shown in Developer's Annual Certification in Section 6.7. Developer shall not receive any Economic Development Grants if the Monthly Average of Full-Time Equivalent Employment Units does not meet the requirements of this Section 6.6. See chart in Exhibit F for details. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations. If any Annual Certification reflects a Monthly Average of additional Full-Time Equivalent Employment Units less than 30 (for a total of 288), then no grant shall be paid for that year. If the Annual Certification reflects a Monthly Average of at least 30 (for a total of 288) additional Full-Time Equivalent Employment Units, but less than the amounts otherwise required under this Agreement, then the Economic

Development Grants shall be prorated based on the following formula (FTEs being the average number of Full-Time Equivalent Employment Units that have been employed as of October 1 and the first day of each of the preceding eleven (11) months, rounded to the nearest whole number):

$$\frac{\text{Average \# of additional FTE's}}{35} \times \$(\text{full amount of grant for that particular year}) = \text{Prorated Economic Development Grant}$$

Section 6.7 Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been timely paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (ii) the date of the first full assessment of the Minimum Improvements; (iii) certification of the number of Full-Time Equivalent Employment Units as of October 1 and as of the first day of each of the preceding eleven (11) months; (iv) wage information for the additional Full-Time Equivalent Employment Units; and (v) certification that such officers have re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2016 and ending on October 15, 2031, both dates inclusive. Developer shall provide supporting information for its Annual Certification upon request of the City. See Exhibit D for form required for Developers Annual Certification.

Section 6.8. Term of Operation. Developer will maintain its operations at the Minimum Improvements on the Development Property, and will meet the employee obligations in Section 6.6, until the Termination Date of this Agreement.

Section 6.9. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens,

materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a corporation and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey or assign its interest in the Development Property or its interest in this Agreement to any other party unless (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement and (ii) the City consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Developer may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Developer may assign its interest under this Agreement for such purpose.

In the event that Developer wishes to assign this Agreement, including its rights and duties hereunder, Developer and transferee individual or entity shall request that the City and Developer consent to an amendment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer obligations under this Agreement. Such transfer shall not be effective unless and until the City and Developer consent in writing to an amendment of this Agreement authorizing the transfer.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to fifteen (15) years of consecutive annual payments of Economic Development Grants

to Developer up to a total amount not to exceed One Hundred Five Thousand Dollars (\$105,000) in the aggregate, under the following formula:

Assuming the completion of the Minimum Improvements by December 31, 2015 and full assessment of the Minimum Improvements on January 1, 2016, and debt certification by the City to the Auditor prior to December 1, 2016, the Economic Development Grants shall commence on June 1, 2018 and end on June 1, 2032 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2018	100% of Tax Increments for Fiscal Year 2017-2018
June 1, 2019	100% of Tax Increments for Fiscal Year 2018-2019
June 1, 2020	100% of Tax Increments for Fiscal Year 2019-2020
June 1, 2021	100% of Tax Increments for Fiscal Year 2020-2021
June 1, 2022	100% of Tax Increments for Fiscal Year 2021-2022
June 1, 2023	100% of Tax Increments for Fiscal Year 2022-2023
June 1, 2024	100% of Tax Increments for Fiscal Year 2023-2024
June 1, 2025	100% of Tax Increments for Fiscal Year 2024-2025
June 1, 2026	100% of Tax Increments for Fiscal Year 2025-2026
June 1, 2027	100% of Tax Increments for Fiscal Year 2026-2027
June 1, 2028	100% of Tax Increments for Fiscal Year 2027-2028
June 1, 2029	100% of Tax Increments for Fiscal Year 2028-2029
June 1, 2030	100% of Tax Increments for Fiscal Year 2029-2030
June 1, 2031	100% of Tax Increments for Fiscal Year 2031-2032
June 1, 2032	100% of Tax Increments for Fiscal Year 2033-2034

Each annual payment shall be equal in amount to the above percentages of the Tax Increments, not to exceed \$105,000 in the aggregate, collected by the City with respect to the Minimum Improvements on the Development Property under the terms of the Ordinance and deposited into the Meridian Manufacturing, Inc. TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

Section 8.2 Payment Schedule. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if Developer's Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1

Execution version 10/6/14

of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 30. (Example: assuming completion by December 2015 and first full assessment on January 1, 2016, if Developer certifies in October 2016 and the City certifies to the County by December 1, 2016, the first Economic Development Grants would be paid to Developer on June 1, 2018 (for 100% of the Tax Increment for fiscal year 2017-2018)). The schedule of the payments for Economic Development Grants set forth in Section 8.1 is based on the first full assessment of the Minimum Improvements being January 1, 2016. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2016, then the first Economic Development Grant will not begin as scheduled, but will be delayed one year. However, in no event shall the schedule of Economic Development Grants be delayed more than one year, meaning that the latest potential date for Developer's first Economic Development Grant, if eligible, is June 1, 2033.

Section 8.3. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the specified time period, but in no event shall exceed One Hundred Five Thousand Dollars (\$105,000) over fifteen (15) years.

Section 8.4. Limitations. The Economic Development Grants are only for the Minimum Improvements described in this Agreement (building/improvement increase value only) and not any future expansions which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 8.5 Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- (a) compliance with the terms of this Agreement, including, but not limited to, the employment obligations in Section 6.6 of this Agreement, and payment of property taxes; and
- (b) timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify Developer for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 8.1 and 8.3.

Section 8.6. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Meridian Manufacturing, Inc. TIF Account of the Storm Lake Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the Meridian Manufacturing, Inc. TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other

provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 8.7. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.8. Real Property Taxes. Developer, or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer and shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real

Execution version 10/6/14

property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Developer or their officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

- a. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;
- b. Transfer of Developer's interest in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- c. Failure by Developer to timely pay ad valorem taxes on the Development Property and Minimum Improvements;
- d. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, including but not limited to Sections 6.6, 6.7, 6.8 and 6.9 of this Agreement;
- e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- f. Developer:
 - i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. makes an assignment for the benefit of its creditors; or
 - iii. admits in writing its inability to pay its debts generally as they become due; or
 - iv. is adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be

Execution version 10/6/14

discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;
- b. The City may terminate this Agreement;
- c. The City may withhold the Certificate of Completion;
- d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or
- e. The City shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default and shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or

shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer and the City shall each pay for its own attorney's fees associated with this Agreement; and

b. Whenever any Event of Default occurs and the City employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI RESERVED

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of Developer, is addressed or delivered personally to Meridian Manufacturing, Inc., at 2902 Expansion Blvd., Storm Lake, Iowa, 50588, Attn: Peter Trebuschnoj;

- b. In the case of the City, is addressed to or delivered personally to the City at P.O. Box 1086, 620 Erie Street, Storm Lake, IA 50588, Attn: City Manager;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7 Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2033, unless terminated earlier under the provisions of this Agreement.

Section 12.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit E, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 12.10 No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

[Signature pages follow]

By: _____
 _____ [Printed Name]

By: _____
 _____ [Printed Name]

On this _____ day of _____, 2014, before me the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are _____ and _____, respectfully, of Meridian Manufacturing, Inc., and that said instrument was signed on behalf of said corporation; and that the said _____ and _____ as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.

- 23 -

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as follows:

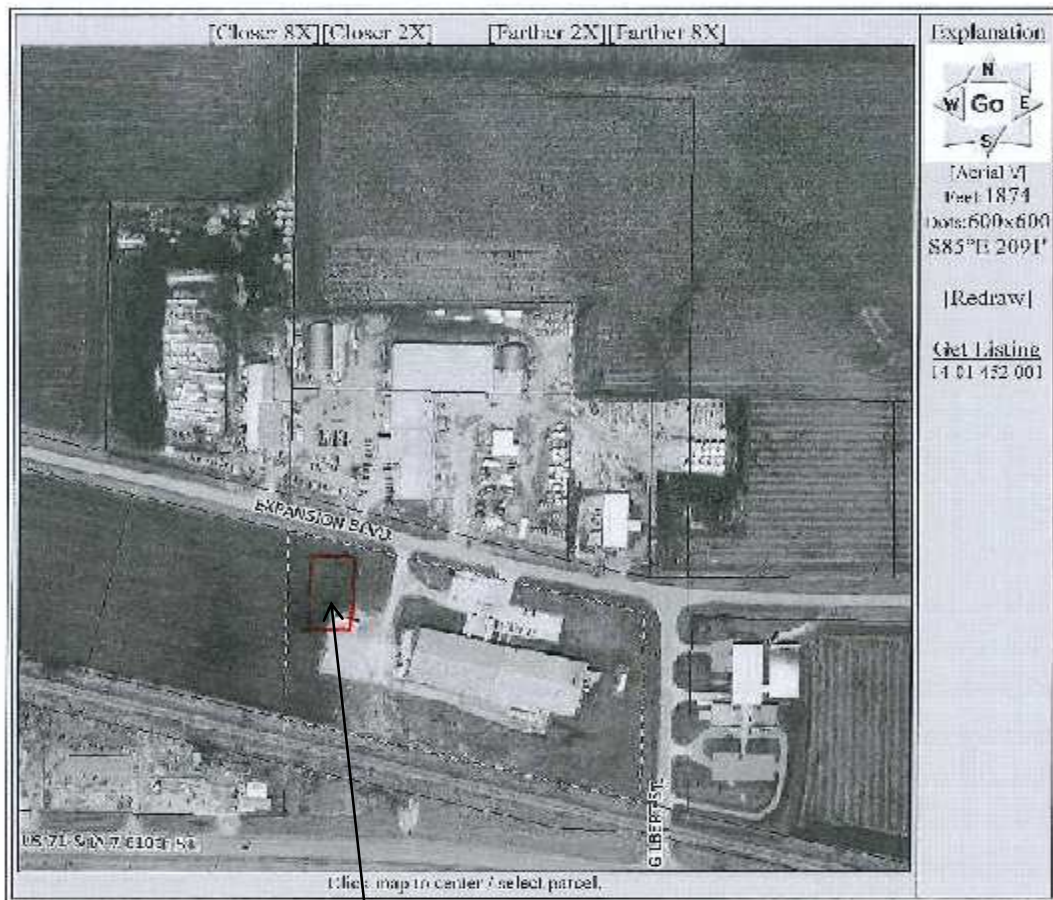
Lot Six (6), Block Two (2), Industrial Park Addition to the City of Storm Lake, Iowa

Parcel # 14-01-452-001

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the construction of an approximately 7,200 square foot expansion consisting of a 60' x 120' post frame building on the Development Property. The expansion will be used for cold storage. The construction of the Minimum Improvements will be completed in 2015. Construction costs are expected to be approximately \$300,000.

The increased value after construction of the Minimum Improvements for the purpose of this Agreement is expected to be approximately \$200,000, but the Buena Vista County Assessor will make the final determination as to the value.



ALLIERS & COONEY P.C. CONFIDENTIALITY NOTICE: This email, and any attachments hereto, contains information which may be CONFIDENTIAL and/or ATTORNEY CLIENT PRIVILEGED. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, please note that any unauthorized disclosure, copying, distribution or use of the information is prohibited. If you have received this electronic transmission in error, please return the e-mail to the sender and delete it from your computer.

Approximate location of
Minimum Improvements

EXHIBIT C
CERTIFICATE OF COMPLETION

WHEREAS, the City of Storm Lake, Iowa, (the "City") and Meridian Manufacturing, Inc., an Iowa corporation, ("Developer"), did on or about the _____ day of _____, 2014, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot Six (6), Block Two (2), Industrial Park Addition to the City of Storm Lake, Iowa

Parcel # 14-01-452-001

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Buena Vista County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

By: _____
Justin Yarosevich, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2014, before me a Notary Public in and for said State, personally appeared Jon F. Kruse and Justin Yarosevich, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT D
DEVELOPER ANNUAL CERTIFICATION
(due before October 15th as required under terms of Development Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 of the Agreement as follows:

(i) All ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements (building only) were first fully assessed on January 1, 20____, at a full assessment value of \$_____;

(iii) The Developer has retained all 258 Full-Time Equivalent Employment Units and the total number of additional Full-Time Equivalent Employment Units employed at the Minimum Improvements as of October 1, 20____ and as of the first day of each of the preceding eleven (11) months were as follows:

October 1, 20__ : _____
September 1, 20__ : _____
August 1, 20__ : _____
July 1, 20__ : _____
June 1, 20__ : _____
May 1, 20__ : _____

April 1, 20__ : _____
March 1, 20__ : _____
February 1, 20__ : _____
January 1, 20__ : _____
December 1, 20__ : _____
November 1, 20__ : _____

(iv) Each additional Full-Time Equivalent Employment Unit earned a minimum of Thirty Three Thousand Dollars (\$33,000) per year as required under Section 6.6 of the Agreement.

(iv) The undersigned officers of Developer have re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Signed this _____ day of _____, 20__.

MERIDIAN MANUFACTURING, INC.

ATTEST:

By: _____
_____[Print Name]

By: _____
_____[Print Name]

Attachments: Proof of payment of taxes

Execution version 10/6/14

EXHIBIT E
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Storm Lake, Iowa (the "City"), and Meridian Manufacturing, Inc., an Iowa corporation, ("Developer"), did on or about the ____ day of _____, 2014, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Storm Lake Industrial Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Storm Lake Industrial Urban Renewal Area.

The Development Property is described as follows:

Lot Six (6), Block Two (2), Industrial Park Addition to the City of Storm Lake, Iowa

Parcel # 14-01-452-001

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2014 and terminates on December 31, 2033, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.
2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.
3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Storm Lake, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the ____ day of _____, 2014.

Execution version 10/6/14

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

By: _____
Justin Yarosevich, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2014, before me a Notary Public in and for said State, personally appeared Jon F. Kruse and Justin Yarosevich, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

By: _____
 _____ [Printed Name]

By: _____
 _____ [Printed Name]

On this _____ day of _____, 2014, before me the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are _____ and _____, respectfully, of Meridian Manufacturing, Inc., and that said instrument was signed on behalf of said corporation; and that the said _____ and _____ as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.

- 32 -

EXHIBIT F
SCHEDULE OF EMPLOYEE OBLIGATIONS PURSUANT
TO SECTION 6.6 OF THE DEVELOPMENT AGREEMENT

GRANT	ANNUAL CERTIFICATION DATE¹	NUMBER OF FULL-TIME EQUIVALENT EMPLOYMENT UNITS ON OCTOBER 1²	DATE OF ANNUAL ECONOMIC DEVELOPMENT GRANT
1	10-15-2016	A Monthly Average of 293 or more ³ (as of October 1, 2016 and the first day of the month for the preceding eleven (11) months)	06-01-2018
2	10-15-2017	A Monthly Average of 293 or more ³ (as of October 1, 2017 and the first day of the month for the preceding eleven (11) months)	06-01-2019
3	10-15-2018	A Monthly Average of 293 or more ³ (as of October 1, 2018 and the first day of the month for the preceding eleven (11) months)	06-01-2020
4	10-15-2019	A Monthly Average of 293 or more ³ (as of October 1, 2019 and the first day of the month for the preceding eleven (11) months)	06-01-2021
5	10-15-2020	A Monthly Average of 293 or more ³ (as of October 1, 2020 and the first day of the month for the preceding eleven (11) months)	06-01-2022
6	10-15-2021	A Monthly Average of 293 or more ³ (as of October 1, 2021 and the first day of the month for the preceding eleven (11) months)	06-01-2023
7	10-15-2022	A Monthly Average of 293 or more ³ (as of October 1, 2022 and the first day of the month for the preceding eleven (11) months)	06-01-2024
8	10-15-2023	A Monthly Average of 293 or more ³ (as of October 1, 2023 and the first day of the month for the preceding eleven (11) months)	06-01-2025
9	10-15-2024	A Monthly Average of 293 or more ³ (as of October 1, 2024 and the first day of the month for the preceding eleven (11) months)	06-01-2026
10	10-15-2025	A Monthly Average of 293 or more ³ (as of October 1, 2025 and the first day of the month for the preceding eleven (11) months)	06-01-2027

11	10-15-2026	A Monthly Average of 293 or more ³ (as of October 1, 2026 and the first day of the month for the preceding eleven (11) months)	06-01-2028
12	10-15-2027	A Monthly Average of 293 or more ³ (as of October 1, 2026 and the first day of the month for the preceding eleven (11) months)	06-01-2029
13	10-15-2028	A Monthly Average of 293 or more ³ (as of October 1, 2027 and the first day of the month for the preceding eleven (11) months)	06-01-20230
14	10-15-2029	A Monthly Average of 293 or more ³ (as of October 1, 2028 and the first day of the month for the preceding eleven (11) months)	06-01-2031
15	10-15-2030	A Monthly Average of 293 or more ³ (as of October 1, 2029 and the first day of the month for the preceding eleven (11) months)	06-01-2032
15	10-15-2031 ⁴	A Monthly Average of 293 or more ³ (as of October 1, 2030 and the first day of the month for the preceding eleven (11) months)	06-01-2032

¹ All Grants are subject to the terms of the Agreement.

² Employees per this Chart shall be Full-Time Equivalent Employment Units as defined by this Development Agreement.

³ If Developer employs less than a Monthly Average of the number of employees required by this Chart at the time of the Annual Certification, but at least 30 employees at the Minimum Improvements (for a total of 288 employees), then Developer is only eligible for a prorated amount of the next respective Economic Development Grant. As an example, if the 10-01-2015 Annual Certification (or other evidence) shows only a Monthly Average of 32 additional employees at the Minimum Improvements (for a total of 290 employees), then Developer is eligible for only a pro-rated amount of the 6/1/2017 Economic Development Grant; however, if a Monthly Average of 35 additional employees at the Minimum Improvements (for a total of 293 employees) or more employees have been retained, then the full Grant (if otherwise eligible) shall be made. If Developer employs less than 30 additional employees at the Minimum Improvements (for a total of less than 288 employees), then no Grant shall be made. All Grants are subject to all the terms and conditions of this Development Agreement at all times.

⁴ Two Annual Certifications will be required for the last fiscal year of Economic Development Grants due to the timing of tax rebates and grant payments.

01050458-1\11149-075

Execution version 10/6/14

Staff Summary

10/6/2014
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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Approving Purchase Of .096 Acres Of Land From Mickelson Storage & Trailer**

BACKGROUND: As City staff and the project engineer move forward with the design of the HWY 7 Overlay and Widening Project there was an opportunity to realign the intersection of Northwestern and HWY 7 (West Milwaukee) to improve visibility, safety, and traffic flow at that intersection. In order to achieve the alignment the City will need to acquire land currently owned by Mickelson Storage & Trailer.

City staff has been working with Stephan and Sharon Mickelson over the past several weeks to acquire 0.096 Acres of property for the project. We have reached an agreement that we believe is fair to both the City and to Mickelson's.

The City will acquire 0.096 Acres, or 4195 sq. ft. of land in exchange for \$4,000 in cash and an agreement to reconstruct the existing driveway on the property's south side (the north side of HWY 7). The driveway would be reconstructed as part of the project anyway so the costs for that part of the agreement will be part of the project cost.

Attached to this staff summary is the purchase agreement signed by the owners of Mickelson Storage & Trailer Co. and an acquisition plat.

City Attorney, Phil Havens has the abstract to the property and is in the process of getting the abstract reviewed for a title opinion and a new abstract drawn up for the acquisition parcel.

FISCAL IMPACT: Cost of the land purchase is \$4,000.00 plus the cost of reconstructing the south driveway which would have been required as part of the project anyway. Additionally, the City will have legal expenses, estimated to be about \$3,000 and the cost of having a new title made for the parcel purchased.

RECOMMENDATION: Approve Motion - Authorizing Purchase Contingent Upon a

Positive Title Opinion

ATTACHMENTS:

Description	Type
 Mickelson Land Acquisition Agreement	Contract

REAL ESTATE CONTRACT
(SHORT FORM)
THE IOWA STATE BAR ASSOCIATION
Official Form No. 143
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Philip E. Havens, 716 Lake Avenue, Storm Lake, IA 50588, Phone: (712) 732-7262

Taxpayer Information: (name and complete address)

City of Storm Lake, Iowa, c/o City Clerk, City Hall, 620 Erie Street, PO Box 1086, Storm Lake, IA 50588

Return Document To: (name and complete address)

Philip E. Havens, 716 Lake Avenue, Storm Lake, IA 50588, Phone: (712) 732-7262

Grantors:

Mickelson Storage & Trailer, L.L.C., an Iowa limited liability company

Grantees:

City of Storm Lake, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

Philip E. Havens

REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Mickelson Storage & Trailer, L.L.C., an Iowa limited liability company ("Sellers"); and the City of Storm Lake, Iowa, an Iowa municipal corporation ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Buena Vista County, Iowa, described as:

THAT PORTION OF LOT 2 OF AUDITOR'S SECOND SUBDIVISION OF THE SW1/4 - SE1/4 IN SECTION 33, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH PM, BUENA VISTA COUNTY, IOWA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N01°11'01"E, 179.65 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF NORTHWESTERN DRIVE; THENCE S16°54'41"E, 96.59 FEET; THENCE S01°11'01"W, 100.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 7; THENCE N66°44'28"W, 32.37 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 7 TO THE POINT OF BEGINNING

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways; and d. (consider: liens; mineral rights; other easements; interest of others.) (the "Real Estate"), upon the following terms:

1. PRICE. The total purchase price for the Real Estate is Four Thousand and 0/100 Dollars (\$ 4,000.00) of which No and 0/100 Dollars (\$ 0.00) has been paid. Buyers shall pay the balance to Sellers at City Hall, Storm Lake, Iowa, or as directed by Sellers, as follows:

The full purchase price of \$4,000.00 shall be paid at closing upon delivery of the warranty deed.

2. INTEREST. Buyers shall also pay interest at the rate of 3 percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. REAL ESTATE TAXES. Sellers shall pay all real estate taxes delinquent if not paid April 1, 2014, October 1, 2014, and April 1, 2015, and 7/12ths of the real estate taxes delinquent if not paid October 1, 2015, and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. SPECIAL ASSESSMENTS. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract. All other special assessments shall be paid by Buyers.

5. POSSESSION CLOSING. Sellers shall give Buyers possession of the Real Estate on October 15, 2014, provided Buyers are not in default under this contract. Closing shall be on October 15, 2014.

6. INSURANCE. Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

7. ABSTRACT AND TITLE. Buyers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall be the property of the Buyers. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: No exceptions

9. CARE OF PROPERTY. Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.

10. DEED. Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

11. REMEDIES OF THE PARTIES. a. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this

contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or

failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

14. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

15. PERSONAL PROPERTY. If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

16. CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. RELEASE OF RIGHTS. Each of the Sellers hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

18. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and

hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

19. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

20. ADDITIONAL PROVISIONS. During the period of the Buyer's construction project to widen Highway 7/West Milwaukee Avenue and make it a three lane highway within the city limits of the City of Storm Lake (the "Construction Project"), the Buyer shall cause to be reconstructed Seller's existing driveway from West Milwaukee Avenue to the Seller's property, which property is legally described as:

Lot Two (2), Second Auditor's Subdivision of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section Thirty-three (33), Township Ninety-one (91) North, Range Thirty-seven (37), North of Highway, City of Storm Lake, Iowa,

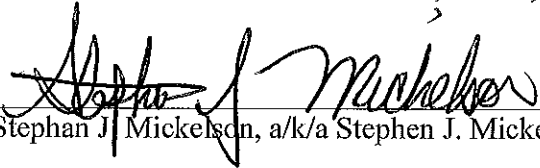
EXCEPT THAT PORTION OF LOT 2 OF AUDITOR'S SECOND SUBDIVISION OF THE SW1/4 - SE1/4 IN SECTION 33, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH PM, BUENA VISTA COUNTY, IOWA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

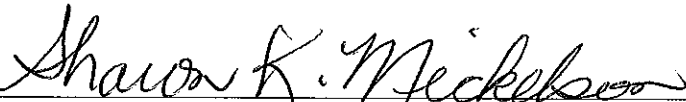
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N01°11'01"E, 179.65 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF NORTHWESTERN DRIVE; THENCE S16°54'41"E, 96.59 FEET; THENCE S01°11'01"W, 100.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 7; THENCE N66°44'28"W, 32.37 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 7 TO THE POINT OF BEGINNING

(the "Lot"), so that, when reconstructed, the driveway will be forty feet wide and twenty feet long, and will have a minimum of eight inches of concrete. In addition, the Buyer shall place on the Lot any excess fill dirt from the Buyer's reconfiguration of Northwestern Drive in the Construction Project. However, Seller, at Seller's expense, shall be responsible for spreading and leveling the dirt on the Lot. Also during the course of the Construction Project, the Buyer shall cause to be constructed a forty-foot wide curb cut on Northwestern Drive at a location adjacent to the Lot that shall be agreed upon by Seller and Buyer. Seller, at Seller's expense, shall be responsible for the construction of the driveway and driveway approach at such curb cut, at such time as Seller, in Seller's sole discretion, elects to construct the driveway and driveway approach. The Buyer shall not be required to complete the construction required in this Section 20(a) before closing.

Dated: 9/18/14

MICKELSON STORAGE & TRAILER, L.L.C., an Iowa limited liability company, Seller

By: 
Stephan J. Mickelson, a/k/a Stephen J. Mickelson, Manager and Member

By: 
Sharon K. Mickelson, [Manager and] Member

Dated: _____

CITY OF STORM LAKE, IOWA, Buyer

By: _____
Jon F. Kruse, Mayor

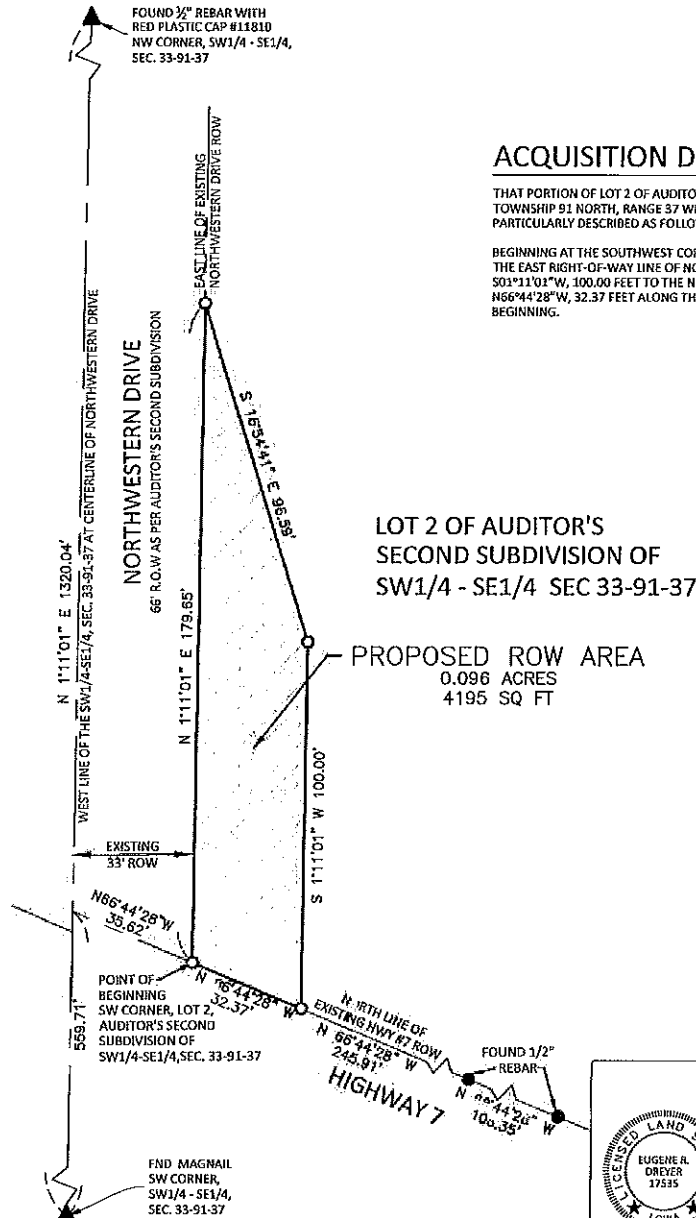
By: _____
Justin Yarosevich, City Clerk

ACQUISITION PLAT

1429 W. MILWAUKEE

CITY OF STORM LAKE, IOWA

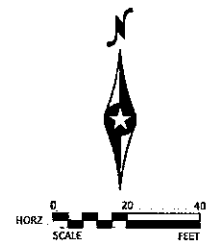
HIGHWAY 7 WIDENING



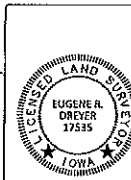
ACQUISITION DESCRIPTION:

THAT PORTION OF LOT 2 OF AUDITOR'S SECOND SUBDIVISION OF THE SW1/4 - SE1/4 IN SECTION 33, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH PM, BUENA VISTA COUNTY, IOWA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N01°11'01"E, 179.65 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF NORTHWESTERN DRIVE; THENCE S16°54'41"E, 96.59 FEET; THENCE S01°11'01"W, 100.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 7; THENCE N86°44'28"W, 32.37 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 7 TO THE POINT OF BEGINNING.



- LEGEND**
- ▲ FOUND SECTION CORNER
 - SET 1/2"X24" REBAR WITH YELLOW PLASTIC CAP #17535
 - FOUND SURVEY MONUMENT AS NOTED
 - RIGHT-OF-WAY ACQUISITION BY FEE



I hereby certify that this land surveying document was prepared by me, and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

EUGENE R. DREVER, L.S.

REG. NO. 17535 DATE: 9/15/14

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS 1 OF 1

©Bolton & Menk, Inc. 2014, All Rights Reserved

ACQUISITION PLAT

1429 W. MILWAUKEE

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

2730 FORD ST, P.O. BOX 668
AMES, IOWA 50010
(515) 233-1600

OWNER:
MICKELSON STORAGE & TRAILER LLC.
166 WHITE CAP ROAD
STORM LAKE, IA 50588

FOR: CITY OF STORM LAKE, IOWA

SHEET
1
OF
1

DRAWN BY: JDA

BUENA VISTA COUNTY

JOB NUMBER: P11-108481

Staff Summary

10/6/2014

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 45-R-2014-2015 Approving Change Order #2 To East Central Storm Water Project**

BACKGROUND: The attached Change Order #2 is the final change order for the project and will adjust the project quantities for the project based on actual quantities used during the project. The Change Order outlines the actual adjustments by line item that are changing as part of this resolution.

Please review the attached Change Order document for more detail.

The attached Change Order has been approved by both the Project Engineer and the Contractor and is ready for the Council's review and consideration.

FISCAL IMPACT: The project is still not ready for final acceptance as we wait for the completion of the storm water plan and the IDNR approval of the same. This change order is a net decrease of the contract price of \$10,313.76. The contract price after previously approved Change Order #1 was \$1,349,353.25 and with Change Order #2 the new contract price will be \$1,339,039.49.

The total project costs are as follows:

Construction (after CO #2)	\$1,339,039.49
Engineering	\$177,200.00
Admin/Legal/Bonding	\$ 35,000.00
Easements/Land Purchase	\$ 15,000.00
Grant Administration	\$ 19,000.00
Total Project Costs	\$1,585,239.49

RECOMMENDATION: Adopt Resolution No. 45-R-2014-2015

ATTACHMENTS:

Description	Type
Change Order #2	Change Order
Resolution No. 45-R-2014-2015	Resolution

CHANGE ORDER

(Instructions on reverse side)

No. 002

PROJECT: East Central Storm Water Improvements

DATE OF ISSUANCE: September 29, 2014

EFFECTIVE DATE: September 29, 2014

OWNER: City of Storm Lake

ENGINEER'S Project No.: A11.104862

CONTRACTOR: Lundell Construction, Inc.

ENGINEER: Bolton & Menk, Inc.

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

Description:

Contract quantity item adjustment:

ITEM	COST DIFFERENCE
Item 5 EXCAVATION, CLASS 13 – Add 1,160 @ \$3.33/CY	\$3,862.80
Item 11 TRENCH FOUNDATION – Deduct 200 @ \$26.00/TON	(\$5,200.00)
Item 22 STORM SEWER, TRENCHED, RCP CLASS IV, 36" – Deduct 1 @ \$81.00/LF	(\$81.00)
Item 24 STORM SEWER, TRENCHED, RCAP CLASS IV, 22" x 36" - Add 8 @ \$105.00/LF	\$840.00
Item 27 PIPE CULVERT, TRENCHED, 15" CMP – Deduct 173 @ \$27.00/LF	(\$4,671.00)
Item 33 PIPE APRON, 36" RCP – Add 1 @ \$2,555.00/EA	\$2,555.00
Item 35 WATERMAIN, TRENCHED, VARIOUS SIZES, C-900 – Deduct 80 @ \$117.50/LF	(\$9,400.00)
Item 50 SHARED PATH, GRAVEL, 6" – Deduct 454 @ \$9.45/SY	(\$4,290.30)
Item 52 DRIVEWAY, GRANULAR, 6" – Deduct 175.40 @ \$7.75/SY	(\$1,359.35)
Item 53 FULL DEPTH PATCHES – Deduct 30 @ \$65.00/SY	(\$1,950.00)
Item 59 CONVENTIONAL SEEDING, FERTILIZING, MULCHING - MIX 6 – Add 0.30 @ \$4,440.00/AC	\$1,332.00
Item 62 PLANTS, PERENNIAL PLUGS – Deduct 1,418.00 @ \$3.15/EA	(\$4,466.70)
Item 67 FILTER SOCK – Deduct 640 @ \$3.50/LF	(\$2,240.00)
Item 68 TEMPORARY RECP TYPE 2.C – Add 7,381 @ \$1.30/SY	\$9,595.30
Item 69 RIP RAP, CLASS E – Add 180 @ \$38.00/TON	\$6,840.00
Item 70 SILT FENCE – Deduct 177 @ \$2.63/LF	(\$465.51)
Item 71 STABILIZED CONSTRUCTION ENTRANCE – Deduct 1 @ \$875.00/EA	(\$875.00)
Item 72 INLET PROTECTION DEVICE – Deduct 4 @ \$85.00/EA	(\$340.00)

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE: Original Contract Price	CHANGE IN CONTRACT TIMES: Original Contract Times
<u>\$1,326,796.75</u>	Substantial Completion : ____ days or dates Ready for final payment : ____ days or dates
Net changes from previous Change Orders No. 1 to No. ____ <u>\$22,556.50</u>	Net changes from previous Change Orders No. ____ to No. ____ <u>0</u> days
Contract Price Prior to this Change Order <u>\$1,349,353.25</u>	Contract Times prior to this Change Order Substantial Completion : ____ days or dates Ready for final payment : ____ days or dates
Net Decrease of this Change Order <u>\$(10,313.76)</u>	Net No Change of this Change Order <u>0</u> days
Contract Price with all approved Change Orders <u>\$1,339,039.49</u>	Contract Times with all approved Change Orders Substantial Completion : ____ days or dates Ready for final payment : ____ days or dates

RECOMMENDED: Bolton & Menk, Inc.

By: [Signature]
Engineer (Authorized Signature)
Date: 9/29/14

APPROVED: City of Storm Lake

By: _____
Owner (Authorized Signature)
ate: _____

ACCEPTED: Lundell Construction, Inc.

By: [Signature]
Contractor (Authorized Signature)
Date: 9/30/14

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

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

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

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

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

B. COMPLETING THE CHANGE ORDER FORM

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

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

RESOLUTION NO. 45-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 Lundell Construction, Inc. for the East Central Storm Water Project, a decrease of \$10,313.76 to the contract. Change order is for adjustments to project quantities for the project based on actual quantities used during the project

Total cost of Change Order #2 is a decrease of \$10,313.76 to the contract. Total contract cost after change order #1 is \$1,339,039.49.

PASSED AND APPROVED this 6th day of October 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

10/6/2014
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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Accepting Bids & Award Bid For Sidewalk Assessment Projects**

BACKGROUND: The City of Storm Lake has an annual sidewalk inspection program that inspects and identifies sidewalks that are in need of repair to make pedestrian travel safe. Once identified, the owners of the properties that are adjacent to the sidewalk found to be in violation of the City's inspection criteria are then sent notice to repair the violations by certified mail.

Following a 60 day window in which the property owner is given time to repair the sidewalks, the City completes a second round of inspections and then creates a list of properties who have failed to make the required repairs. Those properties are sent a notice of pending assessment, as is the County Recorder, and the projects are compiled into a bid document.

At this time the City has received one (1) bid for the work to be done by assessment prior to the deadline of 5:00PM on Thursday, October 2, 2014. Notices of the bid document was published in the local paper and bid packets were sent to all local sidewalk contractors at least two weeks in advance of the bid deadline.

The following bids were received:
Smith Concrete \$10,263.00

The low bid is that of Smith Concrete based on the total cost of the work outlined in the bid. The actual cost of the work will be subject to some change in the event the property owner completed the work between the time when they were notified of the pending assessment and when the contractor is ready to do the work.

FISCAL IMPACT: The cost of the work for each property will be paid to the contractor by the City from revenues of the City. The City will then assess on the property owner's property a sidewalk assessment in the amount of the work that is done as well as an administrative fee and interest costs which can be paid back through their property

tax payments.

Following the completion of work the City Clerk will proceed with mailing notices to the affect property owners notifying them of the total cost of the assessment and giving them the opportunity to pay the assessment and administrative fee without any interest costs. Failure to make payment within fifteen days will result in the City filing the assessment with the Buena Vista County Treasurer's Office.

RECOMMENDATION:

Adopt Motion Approving Work With Low Bidder

ATTACHMENTS:

Description		Type
	Smith Sidewalk Bids	Backup Material

Bid Submittal Sheet

Contractor Name: SMITH CONCRETE
 Address: P.O. 372 City: STORM LAKE
 State: IA Zip: 50588 Phone: 712-299-1479
 Email Address: _____

I submit the following bids for the work listed in the City of Storm Lake Bid Documents. By submitting this bid I understand that the City would like the work completed by December 1, 2014 and that some of the bid items listed may be removed from the bid if they are completed prior to the time I get to the work and that I will not be compensated for work that is not completed by me.

Bid Item	Address	Bid Price
1	522 Cayuga Street	300 ⁰⁰
2	900 East 1 st Street	504 ⁰⁰
3	307 E. 6 th Street	300 ⁰⁰
4	115 E. 7 th Street	400 ⁰⁰
5	1008 E. Milwaukee	300 ⁰⁰
6	505 Erie Street	890 ⁰⁰
7	529 Erie Street	1530 ⁰⁰
8	612 Geneseo	300 ⁰⁰
9	503 Lake Ave	300 ⁰⁰
10	511 Lake Ave	1530 ⁰⁰
11	721 Michigan St	200 500 ⁰⁰
12	213 W 7 th St	500 ⁰⁰
13	716 Russell St	675 ⁰⁰

14	707 Lake	1310 ⁰⁰
15	707 Lake Ave (Light Pole Foundation)	810 ⁰⁰
16	121 E. 5 th Street	300 ⁰⁰
17	511 Lake Ave (Light Pole Foundation)	810 ⁰⁰
	Total Bid Price	10263 ⁰⁰

Signature of President: Jerry A Smith

Date: 10-2-14

You must also submit a copy of a completed W9 and a certificate of Liability Insurance naming the City of Storm Lake as an additional insured.

Staff Summary

10/6/2014
Agenda Item # 13.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
[p \(712\) 732-8000](tel:(712)732-8000)
[f \(712\) 732-4114](tel:(712)732-4114)

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Motion To Select Abstracting Company For Storm Lake Third Edition**

BACKGROUND: As work on Storm Lake Third addition starts, there is interest from potential developers and home owners to buy lots. To simplify the process, the City has requested proposals from both local Abstracting Companies to do the "Root of Title Abstracts" for lots being sold.

The City received two bids as follows:

Buena Vista Abstract & Title Co. - \$190.00 per abstract

Fritcher Abstract Company - \$350.00 per abstract

Buena Vista Abstract and Title Co. provided the best proposal and guarantees the price through the completion of the project.

FISCAL IMPACT: None at this time, services will be charged as lots are sold.

RECOMMENDATION: Council approve motion to award abstracting services to Buena Vista Abstract and Title for Storm Lake Third Addition

Staff Summary

10/6/2014
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: James H. Patrick, City Manager

SUBJECT: **Resolution No. 46-R-2014-2015 Accepting Change Order No. 1 For FEMA Sanitary Sewer System Mitigation Project, Contract 1**

BACKGROUND: The completion date for construction of the Sanitary Sewer System Mitigation Project Contract 1 - Sanitary Sewer and Force Main - South Area (Casino Beach to C-65 and then to the WWTP) was July 1, 2013 between the City and H&W Contracting, LLC. H&W completed the major construction items on the project on or before that date. However, H&W has not yet completed all of the final project restoration.

The City can not be reimbursed any contract costs unless the contract period is extended. H&W has been notified that the City still considers H&W Contracting to be delinquent in completing its obligations under the contract and would consider the assessment of liquidated damages.

FISCAL IMPACT: There is no fiscal impact for approving this Resolution other than the inability to seek any further reimbursement from FEMA for any further costs incurred.

RECOMMENDATION: Council Pass Resolution No. 46-R-2014-2015 Accepting Change Order #1 for FEMA Sanitary Sewer System Mitigation Project, Contract 1

ATTACHMENTS:

Description	Type
☐ Resolution No. 46-R-2014-2015	Resolution
☐ Change Order #1 - Contract 1	Change Order

RESOLUTION NO. 46-R-2014-2015

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

To approve Change Order No. 1 to the contract with H & W Contracting, LLC for the Sanitary Sewer System Mitigation Project – Contract 1 – Sanitary Sewer and Force Main – South Area, to extend the contract completion date from July 1, 2013 to October 15, 2014 for the purpose of completing the final clean up and restoration on the project.

There is no cost to the contract for Change Order No. 1. Total contract cost after Change Order No. 1 is \$1,546,750.40.

PASSED AND APPROVED this 6th day of October, 2014.

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)

September 3, 2014

CHANGE ORDER NO. 1

CITY OF STORM LAKE, IOWA
SANITARY SEWER SYSTEM MITIGATION PROJECT
CONTRACT 1 - SANITARY SEWER AND FORCE MAIN - SOUTH AREA

Description

Change Order No. 1 extends the contract completion date to allow the contractor time to complete the final clean up and restoration on the project. The original contract completion date for the project was July 1, 2013. The contract included provisions for extension of the contract period if there was a delay in issuing the final notice to proceed. The City issued the final notice to proceed on or before March 5, 2013, so the contract included no automatic extension of the completion date.

H&W Contracting, LLC substantially completed the construction of the project by July 1, 2013. Weather conditions did not allow for the final seeding and restoration of the project until the fall of 2013. The contractor completed the seeding and erosion control in the fall of 2013 with the exception of a few areas. However, not all of the seeding adequately grew due to the weather conditions. The contractor was requested to complete supplemental clean up, seeding and to complete the remaining punch list items on or before September 30, 2014.

This change order is to extend the completion date of the project from July 1, 2013 to October 15, 2014 for the purpose of allowing the contractor time to complete the remedial clean up and seeding.

Change Order Cost

1. Extension of the contract completion date from July 1, 2013 to October 15, 2014 for the purpose of completing the final clean up and restoration on the project	<u>\$0.00</u>
TOTAL	\$0.00

Financial Summary

Original Contract Amount	\$1,546.750.40
Previously Approved Change Orders	\$0.00
Previously Adjusted Contract Price	\$1,546.750.40
This Change Order	\$0.00
Adjusted Contract with this Change Order	\$1,546.750.40
Percentage Change this Change Order	0.00%
Accumulative Change, All Change Orders	0.00%

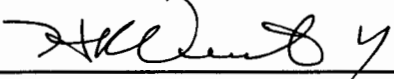
H&W CONTRACTING, LLC

By 

Title Thomas Hurd - President

Date 9-15-2014

VEENSTRA & KIMM, INC.

By 

Title President

Date September 17, 2014

CITY OF STORM LAKE, IOWA

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____

Staff Summary

10/6/2014
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: **Resolution No. 47-R-2014-2015 Accepting Change Order No. 2 For FEMA Sanitary Sewer System Mitigation Project, Contract 2**

BACKGROUND: FEMA Contract #2 is for the sewer interceptor construction from the Water Treatment Plant to the end of Casino Road. The contract is between the City of Storm Lake and J&K Contracting, LLC.

This Change Order does not affect the contract compensation but extends the completion date to October 15, 2014 for the purpose of allowing the City to recover costs incurred during that period from its Hazard Mitigation Grant.

Without the extension the City would not be in a position to recover grant eligible costs after the original completion date. The delay has been partially delayed waiting for a final damages determination from IDNR. It will not allow the City to pay the contractor for the final pay estimates.

FISCAL IMPACT: There is no fiscal impacts to this change order other than the City's ability to pay the contractor the final pay request and seek reimbursement from FEMA and Homeland Security.

RECOMMENDATION: Council Adopt Resolution No. 47-R-2014-2015 Accepting Change Order No. 2 For FEMA Sanitary Sewer System Mitigation Project No. 2.

ATTACHMENTS:

Description	Type
Change Order #2 - Contract 2	Change Order
Resolution No. 47-R-2014-2015	Resolution



VEENSTRA & KIMM, INC.

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

September 3, 2014

CHANGE ORDER NO. 2

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

Description

Change Order No. 2 extends the contract completion date to allow the contractor time to complete the final clean up and restoration on the project. The original contract completion date for the Sanitary Sewer System Mitigation Project Contract 2 – Sanitary Sewer and Force Main – West Area project was September 1, 2013. As part of the Change Order No. 1 the completion date was extended to October 12, 2013.

J&K Contracting, LLC completed all of the original construction work on the project on or before the extended completion date of October 12, 2013. Due to the lateness of the fall season J&K Contracting, LLC was not able to complete all of the seeding and restoration in 2014. J&K Contracting, LLC completed the final clean up and seeding in the spring of 2014. After the early spring of 2014 only a couple of clean up list items remained to be resolved. The major item remaining to be resolved was an outstanding issue regarding a stormwater complaint from the Iowa Department of Natural Resources. The City determined it appropriate not to close out the contract until that issue was fully resolved. The issue with the stormwater complaint will be resolved in September 2014.

This change order is to extend the contract completion date from October 12, 2013 to October 15, 2014 to allow the contractor time to complete the final restoration in the spring of 2014 and allow time to resolve the remaining issues on the project, including the resolution of the stormwater complaint.

Change Order Cost

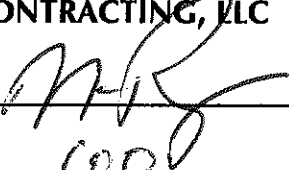
1. Extension of the contract completion date from October 12, 2013 to October 15, 2014 for the purpose of completing the final clean up and restoration on the project \$0.00

TOTAL \$0.00

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	\$0.00
Adjusted Contract with this Change Order	\$1,429,625.00
Percentage Change this Change Order	0.00%
Accumulative Change, All Change Orders	3.47%

J&K CONTRACTING, LLC

By 

Title COO

Date 9-19-14

VEENSTRA & KIMM, INC.

By 

Title President

Date September 29, 2014

CITY OF STORM LAKE, IOWA

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____

RESOLUTION NO. 47-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 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 12, 2013 to October 15, 2014 for the purpose of completing the final clean up and restoration on the project.

There is no cost to the contract for Change Order #2. Total contract cost after Change Order #2 is \$1,429,625.00.

PASSED AND APPROVED this 6th day of October, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

10/6/2014

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: **Resolution No. 48-R-2014-2015 Accepting Change Order #1 For Sanitary Sewer System Mitigation Project, Contract 6**

BACKGROUND: Contract #6 is the City's contract for Waste Water Treatment Plant improvements not covered by FEMA/Homeland Security finding but needed to upgrade the plant. Some of these improvements were replacing the belt press, improving the sludge digester, covering the sludge drying and holding area, UV disinfection chamber, and new storage building.

Change order 1 is for additional work performed by the contractor. These changes are listed in the change order and consist of:

1) Increasing the height of the coiling door from 8 to 9 feet to accommodate the higher mounting height of the rotary press and conveyor in the Press Room.

2) Add a gutter with downspouts on the west side of the Biosolids Building at the eyebrow overhang to protect individuals from the sharp metal roof edge.

3) Inject epoxy into several leaks in the bottom slab of the Sludge Holding Tank to hydraulically seal the structure from surrounding ground water.

4) Replace a 6'x2' section of existing Sludge Dewatering Building metal roof panels. This section has severely corroded and needs to be replaced to support the new exhaust fan installation.

5) Inject foam into a crack approximately 35' long in the bottom slab of the Sludge Holding Tank in an effort to hydraulically seal it from surrounding ground water.

6) Remove the concrete floor slab under the existing belt filter press in the Sludge Dewatering Building and replace it so that it is

even with the surrounding floor elevation to reduce tripping hazards and provide a safe work environment.

7) Remove and replace the existing radiant heating system in the Sludge Dewatering Building that was intended to be reused. It was determined that the existing system required expensive repairs to make it functional and it was more cost effective to replace it with a new radiant heating system.

8) Extend the new north masonry wall of the Press Room in the Sludge Dewatering Building 16" to the north to provide better access to the vertical screw conveyor for operation and maintenance activities as well as provide room for future expansion of the press.

FISCAL IMPACT:

The original contract is for \$2,570,828.75. The total cost of the change order is \$23,968.

RECOMMENDATION:

Total cost of the contract after Change Order #1 is \$2,594,796.75
Council Adopt Resolution No. 48-R-2014-2015 Accepting Change Order #1 for the Sanitary Mitigation Contract #6.

ATTACHMENTS:

Description		Type
☐	Resolution No. 48-R-2014-2015	Resolution
☐	Change Order #1 - Contract 6	Change Order

RESOLUTION NO. 48-R-2014-2015

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

To approve Change Order No. 1 to the contract with Magney Construction, Inc. for Contract 6 – Wastewater Treatment Plant Improvements an increase of \$23,968 to the contract for the following changes:

1. Increase the height of the coiling door from 8' to 9' an increase of \$462
2. Add a gutter with downspouts on the west side of the Biosolids Building an increase of \$1,014
3. Inject a 2-part epoxy into several individual leaks in the bottom slab of the Sludge Holding Tank an increase of \$424
4. Remote and replace a 6' by 2' section of the existing Sludge Dewatering Building metal roof panels an increase of \$348
5. Inject expanding foam into a crack approximately 35' long in the bottom slab of the Sludge Holding Tank in an effort to hydraulically isolate the structure from the surrounding groundwater an increase of \$5,329
6. Remove and replace the concrete floor slab beneath the existing belt filter press in the Sludge Dewatering Building an increase of \$1,000
7. Remove and replace the existing radiant heating system in the Sludge Dewatering Building that was intended to be reused an increase of \$14,538
8. Extend the new north masonry wall of the Press Room in the Sludge Dewatering Building 16" to the north an increase of \$853

Total cost for Change Order #1 in an increase of \$23,968 to the contract. Total contract cost after Change Order #1 is \$2,594,796.75.

PASSED AND APPROVED this 6th day of October, 2014.

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)

September 15, 2014

CHANGE ORDER NO. 1

**STORM LAKE, IOWA
CONTRACT 6 - WASTEWATER TREATMENT PLANT IMPROVEMENTS**

This change order is to document 8 modifications to the construction contract for Contract 6 - Wastewater Treatment Plant Improvements. The modifications included in this change order are for additions of work to the contract. Compensation for the Contractor for the items is based on the Contractor's Proposal as reviewed, negotiated and approved. The modifications to the contract included in Change Order No. 1 are as shown on Attachment A.

Change Order No. 1 to the contract for the Contract 6 - Wastewater Treatment Plant Improvements provides for an increase of \$23,968 in the contract price.

MAGNEY CONSTRUCTION

By Bill Gault
Title Project Manager
Date 9-22-2014

VEENSTRA & KIMM, INC.

By JAMES C. LORENE
Title Project Engineer
Date 9/15/14

CITY OF STORM LAKE, IOWA

By _____
Title _____
Date _____

ATTEST:

By _____
Title _____
Date _____

ATTACHMENT A

CHANGE ORDER NO. 1

STORM LAKE, IOWA CONTRACT 6 - WASTEWATER TREATMENT PLANT IMPROVEMENTS

COST CHANGES

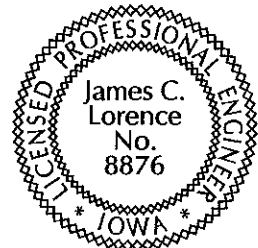
1. Increase the height of the coiling door from 8' to 9' to accommodate the higher mounting height of the rotary press and conveyor in the Press Room of the Sludge Dewatering Building. + \$462
2. Add a gutter with downspouts on the west side of the Biosolids Building at the eyebrow overhang to protect individuals from the sharp metal roof edge. + \$1,014
3. Inject a 2-part epoxy into several individual leaks in the bottom slab of the Sludge Holding Tank in an effort to hydraulically isolate the structure from the surrounding groundwater. + \$424
4. Remote and replace a 6' by 2' section of the existing Sludge Dewatering Building metal roof panels. This section has severely corroded and needs to be replaced so it can support the installation of a new exhaust fan. + \$348
5. Inject expanding foam into a crack approximately 35' long in the bottom slab of the Sludge Holding Tank in an effort to hydraulically isolate the structure from the surrounding groundwater. + \$5,329
6. Remove the concrete floor slab beneath the existing belt filter press in the Sludge Dewatering Building and replace it so it is even with the surrounding floor elevation. Since the floor beneath the existing belt filter press is higher in elevation than the surrounding floor, the floor needs to be replaced to eliminate a tripping hazard and provide a safe working environment. + \$1,000
7. Remove and replace the existing radiant heating system in the Sludge Dewatering Building that was intended to be reused. Since it was determined the existing system required expensive repairs to make it functional, it was decided to replace it with a new radiant heating system. + \$14,538

8. Extend the new north masonry wall of the Press Room in the Sludge Dewatering Building 16" to the north to provide better access to the vertical screw conveyor for operation and maintenance activities.

+\$853

Total +\$23,968

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.



Signed:

Date:

James C. Lorence

9/15/14

James C. Lorence, P.E.

Iowa License No. 8876

My license renewal date is December 31, 2015

Detailed parts covered by this seal:

All

Staff Summary

10/6/2014

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: James H. Patrick, City Manager

SUBJECT: **Resolution No. 49-R-2014-2015 Accepting Change Order 4 For FEMA Sanitary Sewer System Mitigation Project, Contract 5**

BACKGROUND: FEMA Contract 5 is for the expansion and renovation of the Waste Water Treatment Plant. This change order documents six modifications required to the construction contract and include:

- 1) Removal of existing 12"x8" concentric reducer and 8" vertical discharge piping at the two Equalization Basin Lift Station pumps and replace with 12" piping to permit installation of the two new pumps.
- 2) Remove a cracked 12" flange on the discharge piping of one Equalization Basin Lift Station pump and replace with a 12" flange coupling adapter.
- 3) Provide 60" diameter by 3.75' high manhole riser section with galvanized tie straps and bolts on Manhole H to raise top elevation above the Equalization Basin # 2 high water level.
- 4) Remove and replace the existing 14" buried air piping serving the east aeration basin that was intended to be reused but was severely corroded. The piping replaced includes the section from the new 14" tee going south to the east aeration basin and the section from the new 14" tee going west to a point where the condition of the existing 14" piping allows a connection between the new and existing piping to be made.
- 5) Construct a 60" diameter manhole at the intersection of the 24" Equalization Basin 1 influent piping and the 30" final clarifier effluent piping to accommodate a piping conflict. The existing buried piping was previously constructed at a higher elevation than shown on the plans, a conflict manhole is required to provide a flow path for the equalization basin influent flow to pass around the final clarifier effluent piping.

6) Provide an additional 22.5 degree elbow on the 30" final clarifier effluent piping to permit connecting the piping to the UV Structure. Since the location of the UV Structure was moved to avoid a piping conflict with the temporary 24" plant effluent piping and eliminate the need for costly sheeting of the excavation, an additional fitting is required to bring the 30" final clarifier effluent piping back to the UV Structure.

Total for this change order is an addition of \$38,810.

FISCAL IMPACT:

The Contract with three previous change orders totals \$8,821,591. With this change order the total is \$8,860,401. The increase will be paid with FEMA and Homeland Security paying 85% of the cost and the City paying 15%.

RECOMMENDATION:

Council Pass Resolution No. 49-R-2014-2015 Accepting Change Order #4 For FEMA Sanitary Sewer System Mitigation Project, Contract 5

ATTACHMENTS:

Description		Type
	Change Order #4 - Contract 5	Change Order
	Resolution No. 49-R-2014-2015	Resolution



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

September 10, 2014

CHANGE ORDER NO. 4

STORM LAKE, IOWA
SANITARY SEWER SYSTEM MITIGATION PROJECT
CONTRACT 5 - WASTEWATER TREATMENT PLANT
FEMA - DR-1763-IA
HMGP PROJECT NO. 0165

This change order is to document 6 modifications to the construction contract for Contract 5 - Wastewater Treatment Plant. The modifications included in this change order are for additions of work to the contract. Compensation for the Contractor for the items is based on the Contractor's Proposal as reviewed, negotiated and approved. The modifications to the contract included in Change Order No. 4 are as shown on Attachment A.

Change Order No. 4 to the contract for the Contract 5 - Wastewater Treatment Plant provides for an increase of \$38,810 in the contract price.

GRIDOR CONSTRUCTION, INC.

By 

Title VICE PRESIDENT

Date 9/12/14

CITY OF STORM LAKE, IOWA

By _____

Title _____

Date _____

VEENSTRA & KIMM, INC.

By JAMES C. LORENCE

Title Project Engineer

Date 9/10/14

ATTEST:

By _____

Title _____

Date _____

ATTACHMENT A

CHANGE ORDER NO. 4

**STORM LAKE, IOWA
SANITARY SEWER SYSTEM MITIGATION PROJECT
CONTRACT 5 - WASTEWATER TREATMENT PLANT
FEMA - DR-1763-IA
HMGP PROJECT NO. 0165**

COST CHANGES

1. Remove existing 12" x 8" concentric reducer and 8" vertical discharge piping at the two Equalization Basin Lift Station pumps and replace with 12" piping to permit installation of the two new pumps. + \$1,599
2. Remove a cracked 12" flange on the discharge piping of one Equalization Basin Lift Station pump and replace with a 12" flange coupling adapter. + \$792
3. Provide 60" diameter by 3.75' high manhole riser section with galvanized tie straps and bolts on Manhole H to raise top elevation above the Equalization Basin 2 high water level. + \$3,302
4. Remove and replace the existing 14" buried air piping serving the east aeration basin that was intended to be reused but has severely corroded. The piping to be replaced includes the section from the new 14" tee going south to the east aeration basin and the section from the new 14" tee going west to a point where the condition of the existing 14" piping allows a connection between the new and existing piping to be made. + \$12,415
5. Construct a 60" diameter manhole at the intersection of the 24" Equalization Basin 1 influent piping and the 30" final clarifier effluent piping to accommodate a piping conflict. Since the existing buried piping was previously constructed at a higher elevation than shown on the plans, a conflict manhole is required to provide a flow path for the equalization basin influent flow to pass around the final clarifier effluent piping. + \$16,463

6. Provide an additional 22.5 degree elbow on the 30" final clarifier effluent piping to permit connecting the piping to the UV Structure. Since the location of the UV Structure was moved to avoid a piping conflict with the temporary 24" plant effluent piping and eliminate the need for costly sheeting of the excavation, an additional fitting is required to bring the 30" final clarifier effluent piping back to the UV Structure.

+ \$4,239

Total + \$38,810

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signed:

Date:

JAMES C. LORENCE

9/10/14

James C. Lorence, P.E.

Iowa License No. 8876

My license renewal date is December 31, 2015



Detailed parts covered by this seal:

All

RESOLUTION NO. 49-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 Gridor Construction, Inc. for the Sanitary Sewer System Mitigation Project – Contract 5 – Wastewater Treatment Plant, for the following modifications:

1. Remove existing 12" x 8" concentric reducer and 8" vertical discharge piping at the two Equalization Basin Lift Station pumps and replace with 12" piping to permit installation of the two new pumps. Addition of \$1,599
2. Remove a cracked 12" flange on the discharge piping of one Equalization Basin Lift Station pump and replace with a 12" flange coupling adapter. Addition of \$792
3. Provide 60" diameter by 3.75' high manhole riser section with galvanized tie straps and bolts on Manhole H to raise top elevation above the Equalization Basin 2 high water level. Addition of \$3,302
4. Remove and replace the existing 14" buried air piping serving the east aeration basin that was intended to be reused but has severely corroded. Addition of \$12,415
5. Construct a 60" diameter manhole at the intersection of the 24" Equalization Basin 1 influent piping and the 30" final clarifier effluent piping to accommodate a piping conflict. Addition of \$16,463
6. Provide an additional 22.5 degree elbow on the 30" final clarifier effluent piping to permit connecting the piping to the UV Structure. Addition of \$4,239

Total cost of Change Order #4 is an increase of \$38,810 to the contract. Total contract cost after change order #1 is \$8,860,401.

PASSED AND APPROVED this 6th day of October, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

10/6/2014
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: James H. Patrick, City Manager

SUBJECT: **Motion To Approve The City Energy Management Program Agreement With IEDA**

BACKGROUND: Council approved a City Energy Management Program Grant application to the IEDA for their assistance in conducting energy audits of the City Buildings, the development of an energy plan and program, and assist in the implementation of the plan by setting benchmarking goals. The City was awarded the Grant and is ready to proceed with the program.

FISCAL IMPACT: There is no negative fiscal impact other than dedicating staff time to the project. The ultimate goal is to find ways to save energy and reduce the City's energy costs.

RECOMMENDATION: Make a motion to approve the City Energy Management Program Agreement

ATTACHMENTS:

Description	Type
City Energy Management Program Agreement	Contract

City Energy Management Program Agreement
Agreement # 14-CEMP-019

This Agreement is between the Iowa Economic Development Authority and the City of Storm Lake for the purpose of participating in the City Energy Management Program in Storm Lake.

THIS AGREEMENT is entered into and executed by the Iowa Economic Development Authority herein referred to as the "IEDA", the City of Storm Lake hereinafter referred to as the "City".

WHEREAS, the City of Storm Lake submitted an application to the IEDA to participate in the City Energy Management Program; and

WHEREAS, the IEDA approved the City of Storm Lake's participation in the City Energy Management Program; and

WHEREAS, both the City of Storm Lake and the IEDA desire to establish a partnership through the City Energy Management Program in 2014;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to do as follows:

SECTION I. The City agrees to:

1. Provide City staff to meet with the Regional Energy Managers (REMs) to determine the energy needs/goals for the City.
2. Work with the REMs to develop a City Energy Advisory Team (CEAT) that will include City staff. The City staff will draft a resolution establishing the CEAT and work to obtain passage of the resolution by the City council. The resolution shall contain a list of CEAT members and their terms of membership and a description of the roles and responsibilities of the CEAT members.
3. Upon passage of a resolution establishing the CEAT, submit one (1) copy of the City's resolution establishing the CEAT along with a signed copy of this Program Agreement.
4. Submit quarterly reports documenting progress on www.iowagrants.gov. The reports will document the progress of the CEAT on CEMP tasks.
5. Ensure the CEAT meets with the REMs, IEDA, and representatives of the City's electrical and gas utilities to discuss the energy goals of the City and the assistance utilities can provide to potentially increase the City's energy efficiency and its savings.
6. Provide City staff to assist the REMs by providing access to building and meter information that will be entered into B3 including utility bills (lighting, water, and wastewater) that will be used for verification that all meters are operational and correspond to the correct account.
7. Provide City staff to enter the utility bill information into B3 after the City is established in the system.
8. Ensure the CEAT assists the REMs with the identification of buildings that require an energy audit. The REMs will request a utility energy audit from the local utility provider.
9. Provide City staff to conduct a building walk-through with the REMs and assist in the review of the City's building operation and maintenance processes and procedures. City staff and the REMs will share any inefficiencies that are identified with the CEAT.

10. Coordinate with the CEAT and the REMs to update the City's building operations and maintenance processes and procedures.
11. Ensure the CEAT meets with the REMs to draft an Energy Action Plan (EAP). The EAP will be drafted based on the information collected from energy audits, analysis of B3 data, and recommendations from the utilities and will identify and recommend energy efficiency projects that will increase efficiency and energy cost savings for the City.
12. Review the draft EAP and provide comments to the CEAT and the REMs. The CEAT and REMs will work to obtain final approval of the EAP by drafting a resolution approving the EAP and submitting the resolution to a vote by the City council.
13. Ensure the CEAT identifies energy efficiency project(s) to be implemented based on benchmarking results, energy audits, and the EAP. The CEAT will recommend a project or projects to the city council.
14. Ensure the CEAT works with the REMs to obtain the necessary approval of spending or an appropriation of funds from the City council for the implementation of energy efficiency projects proposed in the EAP.
15. Provide input to the REMs during the development of bid materials, the selection process, and the implementation of the energy efficiency projects that are approved by the city council.
16. Ensure the CEAT and the REMs review bid results for the energy efficiency project(s) and submit recommendations to city council for final selection.
17. Ensure the CEAT identifies a person(s) in the community to be an "energy champion" who will help advocate for the City's continued work towards the targets and measures identified in the EAP.
18. Ensure the Energy Champion(s) present the finalized EAP to the City council and IEDA.
19. Work with IEDA and the REMs to determine savings from planned energy efficiency project(s) and the EAP to forecast what type of funding commitment the City may be able to make to help ensure the City's continued participation in the CEMP.
20. Ensure the CEAT works with the REMs provide a white paper to IEDA and the city council documenting the problems encountered, success stories, and goals.
21. If economically feasible, ensure the CEAT collaborates with the REMs to work to obtain the adoption of a resolution by the City council for the City's continued participation in the CEMP.
22. Submit the resolution, if approved, and a letter of support, to the IEDA documenting the continued commitment of the City to participate in the CEMP.
23. Remain in compliance with the requirements of this program as outlined in this agreement. If the IEDA finds that the City is not in compliance with the requirements of this program, the REM will notify IEDA of non-compliance and of the probationary period in which the City must return to compliance. Continued non-compliance beyond the probationary period will result in termination of this agreement and loss of recognition as a participating community in the CEMP.

SECTION II. The IEDA agrees to:

1. Provide funding for and administration of REM technical services throughout the specified project period.
2. Conduct orientation training sessions with the City and the REMs detailing the overall intent of the CEMP, the type of energy services and assistance provided to participating cities by the REMs, and define the goals and objectives of energy management planning.
3. Provide education materials to the City on the topics of energy management, benchmarking, and the value of energy efficiency projects.
4. Participate in meetings with the REMs, representatives of the City's electrical and gas utilities, and the CEAT to discuss energy options that will increase energy efficiency and savings.
5. Identify available financing options and energy efficiency justification materials to assist the City in financing the implementation of energy efficiency projects. IEDA will propose financing tools if applicable.
6. Submit a white paper describing the financing options available for implementation of energy efficiency projects to the city council for their review.
7. Review the draft EAP and provide comments to the City and the REMs.
8. Attend a meeting where the Energy Champion(s) present(s) the finalized EAP to City staff.
9. Provide a cost-sharing contract template to be used for the City's continued participation in the CEMP and employment of the REM(s), if approved by the City council.
10. Assist the City in determining the savings from implemented energy efficiency project(s) and energy efficiency projects proposed in the EAP to forecast what type of funding commitment the City may be able to make for the City's continued participation in the CEMP which would include possible cost-sharing employment of the REM(s).
11. Submit draft cost-sharing contract to the City for review and comments.
12. Meet with the City to discuss their experience of the CEMP and seek a commitment to continue the EAP and participation in the CEMP.
13. Collect project information, including resolutions, commitment letters, white papers, etc. for the preparation of a final report on the CEMP pilot project.
14. Provide on-site technical assistance visits as requested.

SECTION III. The PARTIES hereto otherwise agree as follows:

1. The term of this agreement shall be from September 1, 2014 to January 31, 2016. It may be extended or revised by a written amendment signed by both parties.
2. This agreement shall be binding upon and shall inure to the benefit of the parties and their successors.
3. Not to discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin. The parties further agree to

take affirmative action to ensure that employees are treated without regard to their race, color, religion, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin during employment.

4. Either party may terminate this agreement without cause after 30 days written notice to the other party.
5. This document memorializes all elements of this agreement, and both incorporates and supersedes any previous agreements or negotiations, whether oral or written.
6. The IEDA is limited to furnishing its technical services to the City and thus nothing contained herein shall create any employer-employee relationship.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY:

(Mayor)

(Date)

Storm Lake, Iowa
(City)

BY:

Tim Waddell, Division Coordinator
Community Development Division
Iowa Economic Development Authority

(Date)