

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
SEPTEMBER 2, 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. **Adopt Resolution No. 33-R-2014-2015 Approving the Consent Agenda**
 - B. **Buy Local Information**
 - C. Authorize Street Closures, Food Vending, Noise Variance, Right of Way Closures for the 2014 Thanks With Franks Event
 - D. **Consent Agenda Item - Easement Approvals**
3. **Resolution No. 34-R-2014-2015 to Approve Federal Aid Agreement With The Iowa Department Of Transportation For The Widening Of HWY 7 From Barton Street To Northwestern Drive**
4. **Ordinance No. 02-O-2014-2015 Approving Re-Zoning Request For City Of Storm Lake - SECOND READING**
5. **Ordinance No. 03-O-2014-2015 Approving Re-zoning Request 101 College, City of Storm Lake - SECOND READING**
6. **Resolution No. 35-R-2014-2015 Approving The Proposed Transfer Of The Cable Franchise Currently Held By Knology, INC.**
7. **Motion Approving Crossing Closure Agreement With CN Railroad**
8. **Resolution No. 36-R-2014-2015 Setting Public Hearing On Proposed Vacation Of Certain Street & Sidewalk Railroad Crossings Within The Right Of Way Of The Chicago, Central, & Pacific Railroad Company**
9. **Resolution No. 37-R-2014-2015 Proposing Lease Of Real Estate In An Urban Renewal Area To Chicago, Central & Pacific Railroad Company & Providing Notice To The Public**
10. Resolution No. 38-R-2014-2015 Accepting Change Order #4 To FEMA Contract #4, Lift Stations
11. Study Session - Tour Of Waste Water Treatment Facility
12. Adjourn

Meeting Protocol

If you wish to speak today, please:

1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the Mayor identify yourself by stating your name and address.
2. If your issue is not a topic on the agenda please approach the podium under the "Hear the Public" agenda item and upon recognition by the Mayor identify yourself by stating your name and address.
3. Please keep your remarks to three (3) minutes or less.

4. If you require accommodation for this meeting including but not limited to translation services, hearing assistance, or accessibility please contact the City Clerk at least four (4) hours prior to the start of the meeting.

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

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



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Staff Summary

9/2/2014

Agenda Item # A.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
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REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: **Adopt Resolution No. 33-R-2014-2015 Approving the Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Approve Council minutes - August 18, 2014
- Approve Storm Lake United Thanks with Franks requests (see attached staff summary)
- Approve easements for the North Central Storm Water Project and East 10th Street Reconstruction Project (see attached staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$844,401.54
- King's Pointe Bills - \$247,809.26
- Sunrise Pointe Golf Course Bills - \$7,003.10
- Easements - \$5.00

RECOMMENDATION: Adopt Resolution No. 33-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 33-R-2014-2015	Resolution
☐ List of Bills	List of Bills
☐ King's Pointe & Sunrise Pointe List of Bills	List of Bills
☐ Minutes - August 18, 2014	Minutes

RESOLUTION NO. 33-R-2014-2015

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

To approve the Consent Agenda which includes a list of bills and to prorate to the appropriate funds.

To further approve the minutes as presented to the Council for the regular meeting August 18, 2014.

To further approve the Storm Lake United requests for the Thanks with Franks event scheduled for Thursday, September 18, 2014 between the hours of 4:00pm and 9:00pm in the central business area. Request includes a noise variance, permission for food vending on the sidewalk, permission to close East 6th Street from Lake Avenue to the alley, and permission to close West 6th Street from Lake Avenue to the alley, and permission to display scarecrows on the sidewalk in front of businesses between September 17th and September 29, 2014.

To further approve permanent easements for the North Central Storm Water Project with Nan Mi Mi and Austin Khamtanh, 1121 Spooner Street, Juan A Arreloa and Maria Olivares, 1133 N. Seneca Street, and Robert & Kathryn Peck, 1128 N. Seneca Street. Cost of easements \$1.00 each.

To further approve easements for the East 10th Street Reconstruction Project with William and Lesa Todd, 1101 N. Seneca Street and Wenceslao Navarro, 1102 N. Seneca. Cost of easements \$1.00 each.

PASSED AND APPROVED this 4th day of September, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

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

Checks for Approval Report

From: 08/19/14 To 09/02/14
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00553.08.2014 Aflac Pretax	50.17
AFLAC	PR Batch 00553.08.2014 Aflac After tax	54.06
AFLAC	PR Batch 00554.08.2014 Aflac Pretax	489.44
AFLAC	PR Batch 00554.08.2014 Aflac After tax	182.16
City of Storm Lake	PR Batch 00554.08.2014 Dental employee/child	5.64
City of Storm Lake	PR Batch 00554.08.2014 Dental insurance employee c	19.60
City of Storm Lake	PR Batch 00554.08.2014 Dental employee/spouse	20.00
City of Storm Lake	PR Batch 00554.08.2014 Dental insurance family	85.00
City of Storm Lake	PR Batch 00554.08.2014 125 Flexible Benefits	653.98
City of Storm Lake	PR Batch 00554.08.2014 Health Insurance Family	1,899.10
City of Storm Lake	PR Batch 00554.08.2014 Health Insurance Single	402.04
City of Storm Lake	PR Batch 00553.08.2014 Dental insurance employee c	2.12
City of Storm Lake	PR Batch 00553.08.2014 Dental employee/spouse	10.85
City of Storm Lake	PR Batch 00553.08.2014 Dental insurance family	27.66
City of Storm Lake	PR Batch 00553.08.2014 125 Flexible Benefits	209.57
City of Storm Lake	PR Batch 00553.08.2014 Flex- Child Care	20.83
City of Storm Lake	PR Batch 00553.08.2014 Health Insurance Family	587.80
City of Storm Lake	PR Batch 00553.08.2014 Health Insurance Single	45.84
Collection Services Center	PR Batch 00553.08.2014 Child Support Payments to I	325.00
Collection Services Center	PR Batch 00554.08.2014 Child Support Payments to I	222.00
Conseco Health Insurance Co	PR Batch 00554.08.2014 Cancer Pre Tax Insurance	58.30
EFTPS	PR Batch 00554.08.2014 Federal Income Tax	11,306.30
EFTPS	PR Batch 00554.08.2014 FICA Employee Portion	4,571.97
EFTPS	PR Batch 00554.08.2014 FICA Employer Portion	4,571.97
EFTPS	PR Batch 00554.08.2014 Medicare Employee Portion	1,603.50
EFTPS	PR Batch 00554.08.2014 Medicare Employer Portion	1,603.50
EFTPS	PR Batch 00553.08.2014 Federal Income Tax	4,411.05
EFTPS	PR Batch 00553.08.2014 FICA Employee Portion	1,905.44
EFTPS	PR Batch 00553.08.2014 FICA Employer Portion	1,905.44
EFTPS	PR Batch 00553.08.2014 Medicare Employee Portion	536.33
EFTPS	PR Batch 00553.08.2014 Medicare Employer Portion	536.33
ICMA Retirement Trust 457	PR Batch 00553.08.2014 ICMA	1,100.00
ICMA Retirement Trust 457	PR Batch 00553.08.2014 ICMA City Paid	529.18
ICMA Retirement Trust 457	PR Batch 00553.08.2014 ICMA City paid for Police	432.81
ICMA Retirement Trust 457	PR Batch 00554.08.2014 ICMA	885.00
Iowa Public Employees	PR Batch 00554.08.2014 IPERS	4,207.51
Iowa Public Employees	PR Batch 00554.08.2014 IPERS City Share	6,314.73
Iowa Public Employees	PR Batch 00553.08.2014 IPERS	1,560.47
Iowa Public Employees	PR Batch 00553.08.2014 IPERS City Share	2,342.01
ITT Hartford AMS RPVA	PR Batch 00553.08.2014 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00554.08.2014 457 Hartford	225.00
Muni Fire/Police Retire	PR Batch 00554.08.2014 Muni Police/Fire Pension	3,180.61
Muni Fire/Police Retire	PR Batch 00554.08.2014 Muni Police/Fire Pension Ci	10,289.59
Muni Fire/Police Retire	PR Batch 00553.08.2014 Muni Police/Fire Pension	534.26
Muni Fire/Police Retire	PR Batch 00553.08.2014 Muni Police/Fire Pension Ci	1,728.39
Teamsters Local Union 554	PR Batch 00554.08.2014 Union Dues	296.00
Treasurer State Of Iowa	PR Batch 00554.08.2014 State Income Tax	4,186.67
Treasurer State Of Iowa	PR Batch 00553.08.2014 State Income Tax	1,862.52

UNAVAILABLE

Department Total = 78,097.74

Police Department

Alta Body Shop	Towing from Lawton to Storm Lake	223.50
Buena Vista Stationery & Print Inc	Calendar refill	21.99
Buena Vista Stationery & Print Inc	Air Dusters	9.99
Buena Vista Stationery & Print Inc	Office supplies	7.99

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

From: 08/19/14 To 09/02/14
User: tyler.gibbins

City of Storm Lake	Serviced P-9	39.97
City of Storm Lake	Serviced P-6	39.97
City of Storm Lake	Serviced P-19	52.77
City of Storm Lake	Serviced P-12	50.04
City of Storm Lake	Serviced P-11	60.20
City of Storm Lake	Serviced P-10	45.93
City of Storm Lake	Health Ins Allocations Sep2014	20,795.55
Color-ize Inc	Map	45.75
Hy-Vee, Inc	Supplies	29.94
Nepple Electric Inc	Fixed outside Light at Police Station	181.13
Neuroth Kevin	Garbage Service July 2014	23.00
NW Ia Youth Emergency Services	Transportation Services ML	27.00
O'Reilly Auto Parts	Headlight P-5	14.24
Purchase Power	Postage Aug 14, 2014	79.06
Rasmussen's	Bulb	1.81
Wal Mart #01-1526	Supplies	2.47
Wal Mart #01-1526	DVD Supplies	56.85
Wal Mart #01-1526	Posterboards	5.08
Wede's Lock Service Joe	Keys for Tahoe (5)	100.00

Police Department	Department Total =	21,914.23
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Fire Department

City of Storm Lake	Health Ins Allocations Sep2014	1,911.04
Feld Equipment Company, Inc Ed M	Hydro Testing	175.00
Jones Mike	Fire Rescue International Conference- Dallas	1,279.01
Keller Ken	Sewer Clean Up in Fire House Kitchen	77.50
Mid-Iowa Sales Co Inc	Wash & Shine Supplies	156.41
Neuroth Kevin	Garbage Service July 2014	52.00
Toyne Inc	Swivel for Mini Pumper	88.27
Wal Mart #01-1526	Supplies- No tax	22.96

Fire Department	Department Total =	3,762.19
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Building Official

City of Storm Lake	Health Ins Allocations Sep2014	1,894.03
Purchase Power	Postage Aug 14, 2014	175.70
Springbrook Software, Inc	Springbrook Annual Maint 10/1/2014 to 9/30/2014	1,642.12

Building Official	Department Total =	3,711.85
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Crime Prevention

Hy-Vee, Inc	Pie Picnic Supplies- No Tax	98.14
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Crime Prevention	Department Total =	98.14
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Roadway Maintenance

APWA City of Ames	2014 APWA Conference	175.00
Blacktop Service Company Inc	Pay Estimate #4 of West 5th Street Repavement	451,680.28
Buena Vista Co Engineer	N Lake Ave Culvert Engineering- 1/2- City Portion	493.25
Buena Vista Co Engineer	N Lake Ave Culvert Construction- 1/2- City Portion	2,463.70
Buena Vista Regional Medical Center	Physical- Sam Ortmann	539.00
City of Storm Lake	Health Ins Allocations Sep2014	4,868.88
City of Storm Lake	Replaced Two Tires & Alligned all Wheels #135	407.91
City of Storm Lake	Replaced Battery on #50	94.99

City of Storm Lake
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Iowa Office Supply Inc	Maintenance Agreement	26.81
L & G Products, Inc	Supplies	170.69
Neuroth Kevin	Garbage Service July 2014	119.25
Ramirez Eva	Permanent Easement 8/27/2014	1.00
Springbrook Software, Inc	Springbrook Annual Maint 10/1/2014 to 9/30/2014	2,895.73
Roadway Maintenance	Department Total =	463,936.49
Snow Removal		
City of Storm Lake	Health Ins Allocations Sep2014	1,714.14
Snow Removal	Department Total =	1,714.14
Airport		
Alta Implement Company Inc	Injection Pump Repairs	719.67
Bart's Flying Service	Airport Contract August 2014	4,963.75
Bart's Flying Service	Services During Fuel Transition July 2014	650.00
Bolton & Menk, Inc	Runway 13/31 Final Design & Bid Services	640.00
Bolton & Menk, Inc	Runway 13/31 Airport Construction Services	620.00
Culligan	Water Supplies	31.80
Eastern Aviation Fuels, Inc	AV Gas Fuel	38,233.36
Gibbins Tyler	Reimbursement for Shell Aviation QC Seminar Confer	590.80
Iowa Lakes Regional Water	Water Service	66.16
Neuroth Kevin	Garbage Service July to September 2014	151.50
Sioux Equipment Co Inc	Fuelmaster Fuel Control System	13,514.00
Airport	Department Total =	60,181.04
Library		
Baker & Taylor, Inc	Books	273.02
Brodart Co	Book	11.56
Brodart Co	Books	214.83
Brodart Co	Books	95.30
Central Iowa Distributing, Inc	Cleaning Supplies	205.65
City of Storm Lake	Health Ins Allocations Sep2014	4,489.28
Custodian of Petty Cash Kim Mehlenbacher	Postage	165.74
Ebsco Industries Inc	FY15 Annual Subscription Renewal	1,919.60
Hardt Lynn Marie	Refund for book that was found	7.95
Ingram Library Services, Inc	Books	16.21
Ingram Library Services, Inc	Books	17.34
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	31.26
Ingram Library Services, Inc	Books	8.16
Ingram Library Services, Inc	Books	16.19
Ingram Library Services, Inc	Books	21.44
Ingram Library Services, Inc	Books	16.21
Ingram Library Services, Inc	Books	12.19
Ingram Library Services, Inc	Book	6.18
Iowa Library Services	Miller - Public Library Mngmt 1 Reg.	35.00
Iowa Library Services	Freese - Public Library Mngmt 1 Reg.	35.00
Midwest Tape LLC	DVDs	500.71
Midwest Tape LLC	DVDs	225.93
Midwest Tape LLC	DVDs	32.98
Midwest Tape LLC	DVDs	39.98
Midwest Tape LLC	DVD - Credit	-5.00
Neuroth Kevin	Garbage Service July 2014	35.25

City of Storm Lake
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Checks for Approval Report

From: 08/19/14 To 09/02/14
User: tyler.gibbins

Recorded Books LLC	Book on Tape	28.80
Recorded Books LLC	Book on Tape	36.00
Sioux City Journal	FY 2015 Subscription (52 weeks)	242.00

Library	Department Total =	8,751.55
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Parks Department

Alta Implement Company Inc	Mower Axel Leak	500.78
City of Storm Lake	Health Ins Allocations Sep2014	1,893.13
City of Storm Lake	Summer Fuel Treatment in all Diesel Powered Vehicle	169.68
CNH Capital LLC	Supplies	23.40
Crescent Electric Supply Co	Lights for Tennis Courts	11.94
Graham Tire	Tire Repair	16.00
Graham Tire	Tire Repair	26.15
Graham Tire	Two Tire Purchase	450.52
Graham Tire	Tire Repair	20.33
Neuroth Kevin	Garbage Service July 2014	192.75
Neuroth Kevin	4th of July Clean Up at Park	140.30

Parks Department	Department Total =	3,444.98
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Golf Course

City of Storm Lake	Health Ins Allocations Sep2014	542.28
Crescent Electric Supply Co	Lights	17.32
Turfwerks	Reel	350.76
Turfwerks	Drive Time to Repair Computer Issues	150.00

Golf Course	Department Total =	1,060.36
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Campgrounds

Arctic Glacier U.S.A., Inc.	Ice	19.00
City of Storm Lake	Health Ins Allocations Sep2014	180.76
CNH Capital LLC	Air Filter	23.00
Harden Robert	Deposit Refund for Plug Adaptor	25.00
Neuroth Kevin	Two Special Pick Ups	100.00
Neuroth Kevin	Garbage Service July 2014	972.50
Wal Mart #01-1526	Supplies	9.73
Wal Mart #01-1526	Blinds	3.97

Campgrounds	Department Total =	1,333.96
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UNAVAILABLE

Neuroth Kevin	Extra Garbage July 2014	68.00
Neuroth Kevin	Garbage Service July 2014	77.75

UNAVAILABLE	Department Total =	145.75
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Dohrman Trust

Century Business Products,Inc	Copier Maintenance	15.00
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Dohrman Trust	Department Total =	15.00
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Economic Develop

City of Storm Lake	Checks for Approval Report	From: 08/19/14	To 09/02/14
620 Erie Street PO Box 1086		User: tyler.gibbins	
Storm Lake IA, 505881086			
City of Storm Lake	Health Ins Allocations Sep2014		925.44
Iowa Lakes Corridor Development Corp	FY 2015 City Support		15,000.00
RDG IA Inc	Planning & Design Service through 7/31/2014		1,613.88
UNAVAILABLE		Department Total =	17,539.32
Storm Lake Sub-Division #5			
Iowa Dept of Natural Resources	Water Permit		150.00
Iowa Dept of Natural Resources	Wastewater Permit		100.00
Storm Lake Sub-Division #5		Department Total =	250.00
Dredging			
City of Storm Lake	Health Ins Allocations Sep2014		138.95
Dredging		Department Total =	138.95
Mayor, Council, Manager			
City of Storm Lake	Health Ins Allocations Sep2014		22.07
Mayor, Council, Manager		Department Total =	22.07
Policy & Administration			
City of Storm Lake	Health Ins Allocations Sep2014		1,370.18
Policy & Administration		Department Total =	1,370.18
City Hall Building			
Neuroth Kevin	Garbage Service July 2014		27.00
Steve's Window Svc	Window Cleaning Service		34.00
City Hall Building		Department Total =	61.00
Tort Liability			
Rasmussen's	Accident Repairs- P-13		5,428.70
Thomas Manufacturing Co Inc RJ	P13 Decals from Accident		61.48
Tort Liability		Department Total =	5,490.18
Other Policy & Administration			
IMFOA	IMFOA 2014 Fall Conf- Movall- Des Moines		35.00
Iowa Office Supply Inc	Maintenance Agreement		26.82
Patrick James H	Iowa Lake Corridor Qtrly Meeting/ NW IA Planning C		120.96
Purchase Power	Postage Aug 14, 2014		128.75
Springbrook Software, Inc	Springbrook Annual Maint 10/1/2014 to 9/30/2014		2,895.73
Wal Mart #01-1526	Supplies		67.99
Other Policy & Administration		Department Total =	3,275.25
Water Administration			
City of Storm Lake	Health Ins Allocations Sep2014		2,882.28

City of Storm Lake
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Checks for Approval Report

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IMFOA	IMFOA 2014 Fall Conf- Movall- Des Moines	35.00
Iowa Office Supply Inc	Maintenance Agreement	26.82
Purchase Power	Postage Aug 14, 2014	9.01
Springbrook Software, Inc	Springbrook Annual Maint 10/1/2014 to 9/30/2014	5,791.46

Water Administration	Department Total =	8,744.57
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Water Plant

Bargloff & Company	Fix Roof Leak	124.00
Bolton & Menk, Inc	Lime Storage Engineering	17,715.51
Bolton & Menk, Inc	So Chlor Engineering	4,039.35
City of Storm Lake	Health Ins Allocations Sep2014	4,550.04
Federal Express Corp	Press Deck Plate Shipping	177.59
Fisher Scientific Company, LLC	lab Supplies- No Tax	367.25
Graham Tire	Well 15 Generator Tire Repair	40.00
Hickman, Williams & Company	Lime	13,581.40
Hickman, Williams & Company	Lime Freight	619.94
Iowa Rural Water Assn	IRWA Fall Conference Registration- Stewart	130.00
NCL of Wisconsin Inc	Lab Testing	397.37
Neuroth Kevin	Garbage Service July 2014	69.00
Parkson Corporation	MIOX Valves	524.00
PraxAir inc	Carbon Dioxide	680.00
Veenstra & Kimm, Inc	Engineering Construction Svc through 8/16/2014	2,620.20
Wal Mart #01-1526	Batteries, Cleaning Solvent	52.16

Water Plant	Department Total =	45,687.81
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Water Distribution

City of Storm Lake	Health Ins Allocations Sep2014	1,574.33
Ferguson Enterprises Inc	Supplies	43.80
Iowa Rural Water Assn	IRWA Fall Conference Registration- Oehler	130.00
Reinert Michael P	Materials	18.00
Rent-All	Concrete Saw Rental	75.00
Wal Mart #01-1526	Supplies	61.72

Water Distribution	Department Total =	1,902.85
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Water Meters

City of Storm Lake	Health Ins Allocations Sep2014	1,901.25
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Water Meters	Department Total =	1,901.25
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Wastewater Administration

City of Storm Lake	Health Ins Allocations Sep2014	2,873.10
IMFOA	IMFOA 2014 Fall Conf- Movall- Des Moines	35.00
Iowa Office Supply Inc	Maintenance Agreement	26.82
Purchase Power	Postage Aug 14, 2014	9.01
Springbrook Software, Inc	Springbrook Annual Maint 10/1/2014 to 9/30/2014	5,791.46

Wastewater Administration	Department Total =	8,735.39
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Wastewater Treatment Plant

Acuity Speciality Products, Inc	Supplies & Shipping	124.87
Bolton & Menk, Inc	Assist With WWTP Facility through 7/18/2014	6,114.18

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Checks for Approval Report

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Century Link	Phone Service August 2014	193.25
City of Storm Lake	Health Ins Allocations Sep2014	4,534.16
Fastenal Company	Supplies	24.25
Foundation Analytical Laboratory Inc	Lab Testing	511.00
Foundation Analytical Laboratory Inc	Lab Testing	572.00
Mike's Electronics Inc	WW Plant Demo Services	416.55
NCL of Wisconsin Inc	Lab Testing	490.51
Neuroth Kevin	Garbage Service July 2014	62.75
Neuroth Kevin	Special Pick Up	25.00
US Peroxide, LLC	Maintenance Service July 2014	750.00
Wal Mart #01-1526	Plant Supplies	43.49
Zone Home Entertainment LLP	iPhone 5c Cases	59.99

Wastewater Treatment Plant

Department Total = 13,922.00

Wastewater Collection

City of Storm Lake	Health Ins Allocations Sep2014	1,910.52
Veenstra & Kimm, Inc	WWTP Solids handling Construction Svc through 8/16/2014	4,586.85
Veenstra & Kimm, Inc	Construction Observation- through 8/16/2014	3,796.87
Veenstra & Kimm, Inc	Construction Observation- through 8/16/2014	506.25
Veenstra & Kimm, Inc	Construction Observation- through 8/16/2014	759.37
Veenstra & Kimm, Inc	WWTP Disinfection- Construction Services- through 8/16/2014	12,368.68
Veenstra & Kimm, Inc	Construction Admin- through 8/16/2014	9,742.20
Veenstra & Kimm, Inc	Construction Admin- through 8/16/2014	1,298.96
Veenstra & Kimm, Inc	Construction Admin- through 8/16/2014	1,948.44
Veenstra & Kimm, Inc	Construction Staking- through 8/16/2014	290.26
Veenstra & Kimm, Inc	Construction Staking- through 8/16/2014	193.51
Veenstra & Kimm, Inc	Construction Staking- through 8/16/2014	1,451.31
Veenstra & Kimm, Inc	Construction Surveys- through 8/16/2014	26.25
Veenstra & Kimm, Inc	Construction Surveys- through 8/16/2014	3.50
Veenstra & Kimm, Inc	Construction Surveys- through 8/16/2014	5.25

Wastewater Collection

Department Total = 38,888.22

Landfill

City of Storm Lake	Health Ins Allocations Sep2014	449.36
Iowa Office Supply Inc	Maintenance Agreement	26.81
Purchase Power	Postage Aug 14, 2014	4.51
Springbrook Software, Inc	Springbrook Annual Maint 10/1/2014 to 9/30/2014	5,791.46

Landfill

Department Total = 6,272.14

Storm Water Administration

City of Storm Lake	Health Ins Allocations Sep2014	721.85
Iowa Office Supply Inc	Maintenance Agreement	26.82
Springbrook Software, Inc	Springbrook Annual Maint 10/1/2014 to 9/30/2014	5,791.48

Storm Water Administration

Department Total = 6,540.15

Storm Water Collection

City of Storm Lake	Health Ins Allocations Sep2014	450.77
Conservation Design Forum	Water Quality Practice 6/28/2014 to 7/25/2014	1,000.00

Storm Water Collection

Department Total = 1,450.77

City of Storm Lake
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Checks for Approval Report

From: 08/19/14 To 09/02/14
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Street Cleaning

City of Storm Lake	Health Ins Allocations Sep2014	450.21
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Street Cleaning	Department Total =	450.21
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Insurance

Three Rivers Benefit Corporation	Flex Claims 8/18/2014	1,305.58
Three Rivers Benefit Corporation	8/18/2014 Claims	10,000.00

Insurance	Department Total =	11,305.58
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UNAVAILABLE

Garrett Hill Kelly Johnson &	July 2014 Training & Classes	400.10
Salus LLC	July 2014 Membership Dues (8)	160.00

UNAVAILABLE	Department Total =	560.10
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Vehicle Maintenance

Graham Tire	Two Tire Purchase Truck #135	407.91
Mangold Environmental Testing	Shipping	6.55
Napa Auto Parts	Fittings	5.54
Schaeffer's Manufacturing Company	Diesel Treatment	958.32
Storm Lake Hydraulics Co Inc	Supplies	40.92
Storm Lake Hydraulics Co Inc	Hose Ends & Pipes	29.30

Vehicle Maintenance	Department Total =	1,448.54
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Technology

Rebnord Technologies Inc	Computer Rotation Harware	6,000.00
Rebnord Technologies Inc	Microsoft License	14,217.60
Zone Home Entertainment LLP	iPhone 5c Cases	59.99

Technology	Department Total =	20,277.59
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Grand Total =	844,401.54
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King's Pointe Resort
Disbursements 8/14/2014 through 8/27/2014

Vendor Name	Description	Amount
ACCO	supplies	1,589.00
Ace Hardware (2)	supplies	591.49
Ace Refrigeration Eng. (2)	supplies	688.55
Al's Liquors	beverages	786.53
Ameripride Services (2)	supplies	1,302.80
Booking.com	commission	71.70
Brian Oakleaf	reimbursement	208.00
Buena Vista Stationery	supplies	3.59
Capital Sanitary Supply Co. (2)	supplies	1,039.13
Carroll Broadcasting Co - KKRL	advertising	700.00
Cedar Valley Bank & Trust	payment	1,056.86
Citadel Communications Co - KCAU	advertising	1,099.00
Color-ize	supplies	3,600.58
Comm 1st Broadcasting - KKIA/KAYL	advertising	550.00
Comm 1st Broadcasting - KUYU	advertising	700.00
Continuum Retail Energy Serv	utilities	11,521.59
Convergence LLC	supplies	200.00
Copper Cottage (2)	repairs	577.55
Dippin' Dots Inc.	supplies	1,059.08
Doll Distribution	beverages	974.75
Ferguson Enterprises, Inc.	supplies	336.83
First National Bank	credit card payments	41.98
Garbage Hauling Service	garbage service	630.38
Hobart Sales & Service	supplies	360.38
Hy-Vee Food Stores (2)	food	452.13
Iowa Central Community College	supplies	2,520.00
Iowa Division of Labor Service (2)	inspection	525.00
Iowa Office Supply, Inc.	supplies	96.26
Johnson Brothers/Iowa Wine & Bev	beverages	871.40
Joyce's Greenhouse	supplies	1,565.82
Kineth Hotel Corporation (3)	payroll, wk comp	109,017.42
Knology Inc DBA WOW Cable	cable, phone	2,820.16
Lake Electric Supply (2)	supplies	501.06
MidAmerican Energy Company (2)	utilities	17,417.54
Olsen Welding & Machine Shop	supplies	75.00
Orkin Exterminating Inc	supplies	209.05
Pepsi-Cola Bottling Co (2)	beverages	3,312.90
Pilot Tribune	advertising	6.53
Precision Water Systems	supplies	2,366.50
Rebnord Technologies Inc	tech support	2,258.33
Rent-All Inc.	rental fees	410.00
Servicemaster of Storm Lake	supplies	450.28
Swank Motion Pictures Inc. (2)	supplies	498.00
Sysco Guest Supply LLC	supplies	2,040.53
The Icee Company	supplies	899.26
The Storm Lake Times	advertising	22.10
Treasurer State of Iowa (2)	sales tax	29,250.00
UPS (2)	shipping	147.50
US Foods (2)	food	38,326.72
Vizergy	supplies	2,060.00
Total		247,809.26

Sunrise Pointe Golf Course
Disbursements 8/14/2014 through 8/27/2014

Ace Hardware Inc.	supplies	14.98
Alliant Energy	utilities	28.68
Doll Distributing	beverages	454.55
Johnson Brothers/Iowa Wine & Bev	beverages	112.80
Joyce's Greenhouse	supplies	560.00
Julius Cleaners	mat cleaning	15.20
Kinseth Hotel Corporation (2)	payroll, mgt fee	3,624.50
Knology Inc DBA WOW Cable	cable, phone	98.05
La Rue Distributing Inc. (2)	beverages	63.00
MidAmerican Energy Company	utilities	833.46
Pepsi-Cola	beverages	154.12
Proelect	supplies	250.00
Speed's Automotive Supply	supplies	520.00
Star Promotions	supplies	230.80
US Foods Inc	food	42.96
	Totals	7,003.10

These are Draft Minutes Subject to Final Council Approval

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, AUGUST 18, 2014, 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Dan Anderson, Mike Porsch (arrived 5:11pm), Bruce Engelmann, and David Walker. Absent: Sara Huddleston. Staff present: City Manager Jim Patrick, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Infrastructure Superintendent Pat Kelly, Project Manager/Community Development Director Mike Wilson, Library Director Elizabeth Huff, Todd Allen Water Plant Superintendent, Ron Jacobsen Wastewater Plant Superintendent, Jennifer Movall Finance Department Manager, and Justin Yarosevich City Clerk.

Mayor Kruse called the meeting to order at 5:05pm.

Hear the Public – None

Consent Agenda – Moved by Council Member Walker to approve the consent agenda which included the list of bills, minutes from the August 4, 2014 council meeting, change the date of the first meeting in September from Monday, September 1, 2014 to Tuesday, September 2, 2014, temporary outdoor service area for Puff's effective August 23, 2014, 5-day liquor license for the Buddhist Temple effective August 30, 2014, liquor license renewal for Storm Lake Bowl, noise variance for the 2014 BVRMC AWARE Walk/Run on Saturday, September 27, 2014 at 8:00am, and easement with Eva Ramirez for speed bump signs. Seconded by Council Member Anderson. Vote: All ayes with Council Member Huddleston and Porsch absent. Motion carried.

BVU Noise Variance – Moved by Council Member Anderson to approve two noise variances for Buena Vista University for welcome back student activities. Friday, August 22, 2014 between the hours of 9:30pm and 12:00am and Saturday, August 23, 2014 between the hours of 3:00pm and 6:30pm. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Huddleston and Porsch absent and Council Member Walker abstaining. Motion carried.

Step Up Running – Moved by Council Member Engelmann to adopt Resolution No. 30-R-2014-2015 approving the 2014 Step Up Running Event requests. Seconded by Council Member Walker. Vote: All ayes with Council Member Huddleston and Porsch absent. Motion carried.

Rezoning Requests – Mayor Kruse opened the public hearing on the re-zoning request for the City of Storm Lake for a part of Lot 8, Block 1, Geisinger's Commercial Second Addition requesting changing the zoning from PO: Park, Recreation, and Open Space to R-1: Low Density Residential stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Walker to pass on 1st 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: Park, Recreation, and Open Space to R-1: Low Density Residential. Seconded by Council Member Anderson. Vote: All ayes with Council Member Huddleston and Porsch absent. Motion carried.

Mayor Kruse opened the public hearing on the re-zoning request for the City of Storm Lake for 101 College from R-2: Low-Medium Density Residential to PO: Park, Recreation, and Open Space stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Engelmann to pass on 1st 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 Walker. Vote: All ayes with Council Member Huddleston and Porsch absent. Motion carried.

Mike Porsch arrived at 5:11pm

Highway 7 Widening Project – Moved by Council Member Walker to approve a contract with Certified Testing Services for geotechnical exploration services for the Hwy 7 Widening Project. Cost of contract \$3,450.00. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Huddleston absent. Motion carried.

Moved by Council Member Anderson to approve an engineering agreement with Bolton & Menk for engineering plans for the water main replacement in conjunction with the Hwy 7 Widening project. Cost of the agreement not to exceed \$19,000.00. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Huddleston absent. Motion carried.

ReLeaf Program – Moved by Council Member Porsch to approve a Memorandum of Understanding with the Iowa Department of Natural Resources outlining the duties of the City and the IDNR regarding the ReLeaf Program. Seconded by Council Member Anderson. Vote: All ayes with Council Member Huddleston absent. Motion carried.

Storm Lake 3rd Addition Phase 1 Utilities – Moved by Council Member Engelmann to adopt Resolution No. 31-R-2014-2015 approving the contract with Lundell Construction for the Storm Lake 3rd Addition Phase 1 Utilities and Grading Project. Contract cost \$268,933.30. Seconded by Council Member Walker. Vote: All ayes with Council Member Huddleston absent. Motion carried.

Moved by Council Member Porsch to adopt Resolution No. 32-R-2014-2015 approving Change Order #1 to the Storm Lake 3rd Addition Phase 1 Utilities and Grading Project adding \$497.00 to the contract for changing service lines from a copper product to a polyethylene product. Contract cost after change order \$269,430.30. Seconded by Council Member Walker. Vote: All ayes with Council Member Huddleston absent.

Motion carried.

Expansion Blvd Storm Water – Moved by Council Member Walker to approve a contract with Certified Testing Services for geotechnical exploration services for the Expansion Blvd Storm Water Project. Cost of contract \$2,400.00. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston absent. Motion carried.

Closed Session – Moved by Council Member Walker to go into closed session at 5:25pm in reference to Iowa Code Chapter 21.5(g) for matters regarding law enforcement issues. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston absent. Motion carried.

Attendance in closed session: Jim Patrick, Jon Kruse, David Walker, Bruce Engelmann, Dan Anderson, Mark Prosser, Patrick Diekman, Phil Havens, and Justin Yarosevich.

Moved by Council Member Walker to return to open session at 7:04pm. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston absent. Motion carried.

Moved by Council Member Walker to go into closes session at 7:05pm in reference to Iowa Code Chapter 21.5(c) matters regarding litigation. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston absent. Motion carried.

Attendance in closed session: Phil Havens, Scott Olesen, Jim Patrick, Justin Yarosevich, Jon Kruse, Dan Anderson, David Walker, Mike Porsch, and Bruce Engelmann.

Moved by Council Member Walker to return to open session at 7:48pm. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston absent. Motion carried.

Adjournment – Moved by Council Member Walker to adjourn the meeting at 7:49pm. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston absent. Motion carried.

Jon F. Kruse, Mayor

Attest: Justin Yarosevich, City Clerk

Staff Summary

9/2/2014
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	\$844,401.54	\$200,145.72	\$38,035.19	19	\$4,410.90	2	\$157,699.63	79
King's Pointe	\$247,809.26	\$135,866.84	\$32,066.59	24			\$103,800.25	76
Golf								

Course	\$7,003.10	\$3,378.60	\$1,800.37	53		\$1,578.23	47
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RECOMMENDATION: Review Buy Local Information

Staff Summary

9/2/2014
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: Mark Prosser, Public Safety Director

SUBJECT: Authorize Street Closures, Food Vending, Noise Variance, Right of Way Closures for the 2014 Thanks With Franks Event

BACKGROUND: Attached to this staff summary is a written request from Kristi Davis representing Storm Lake United making a series of requests in connection with the 2014 Thanks With Franks Event scheduled for Thursday, September 18, 2014 between the hours of 4:00pm and 9:00pm.

The specific requests are as follows:

* A Noise Variance be issued for the downtown venue between the hours of 4:00pm and 9:00pm

*Permission for food vending on the sidewalk in the Central Business District between the hours of 4:00pm and 9:00pm

*Request for the first half (to the alley) of both East and West 6th Streets be closed from 4:00pm until 9:00pm for displays and events

*Permission for the display scarecrows to be in front of stores and businesses from September 17 through September 29, 2014

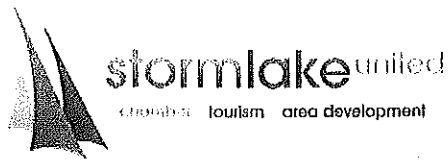
These requests are consistent with previous years. I will issue the Noise Variance upon receipt of a consensus in the affirmative by the City Council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Resolution No. 33-R-2014-2015

ATTACHMENTS:

Description	Type
☐ thanks with franks letter & variance	Contract



August 22, 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 annual customer appreciation night "Thanks with Franks" on Thursday, September 18, 2014. The retailers are requesting the following from 4 to 9 p.m.:

- A noise variance permit during the time period.
- A permit for food vendors on the sidewalks of both the 500 and 600 blocks of Lake Avenue.
- 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 Storm Lake Radio to display their vehicle and provide a dunk tank.
- A "Right of Way" closing to have East 6th Street closed from Lake Avenue to the alley for the Public Safety and Fire Department display.
- We're anticipating a scarecrow contest again this year, so we ask that it be allowed for the displays to remain on the sidewalks from September 17th through the 29th.

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 Thanks with Franks

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 Thursday, 09-18-2014

Time(s) of Event 4:00PM to 9:00PM

Expiration of Permit 9-19-2014

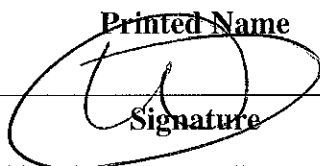
Location/Area of Use Central Buisness District

Type of Permit

- | | | | | |
|---------------|---------------|---------------|----------|---|
| <u>X</u> | <u>X</u> | <u>X</u> | <u>1</u> | Noise Variance -8-7-4 |
| <u> </u> | <u> </u> | <u> </u> | <u>2</u> | Ride/Run/Walk - 9-13-4 |
| <u> </u> | <u> </u> | <u> </u> | <u>3</u> | Parade -9-13-4 |
| <u> </u> | <u> </u> | <u> </u> | <u>4</u> | Public Demonstration - 8-7-4 |
| <u>X</u> | <u>X</u> | <u>X</u> | <u>5</u> | Street Closing <u>First half of 100 Blocks of East & West 6th</u> |
| <u> </u> | <u> </u> | <u> </u> | <u>6</u> | Fireworks - 8-2-1-(I2A) <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u>7</u> | Authorized Burn - 7-2-2-B <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u>8</u> | Other <u> </u> |

Authorized by: Mark A. Prosser

Printed Name


Signature

9-3-2014

Date

Public Safety Director

Title

Staff Summary

9/2/2014

Agenda Item # D.



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: **Consent Agenda Item - 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 - Nan Mi Mi and Austin Khamtanh
Easement for the installation of a storm water line on their property at 1121 Spooner Street in Storm Lake, Iowa. This easement is for the North Central Storm Water Project. The easement includes a payment of \$1.00.

Permanent Easement - Juan A Arreloa and Maria Olivares
Easement for the installation of a storm water line on their property at 1133 N. Seneca Street in Storm Lake, Iowa. This easement is for the North Central Storm Water Project. The easement includes a payment of \$1.00.

Temporary Construction Easement - Wenceslao Navarro
Easement for the construction of ADA Sidewalks at the intersection of East 10th Street and Seneca Streets for their property at 1102 N. Seneca. This easement is for the East 10th Street Reconstruction Project. The easement includes the payment of \$1.00.

Temporary Construction Easement - William and Lesa Todd
Easement for the construction of ADA sidewalks at the intersection of East 10th Street and Seneca Street for their property at 1101 N. Seneca Street. This easement is for the East 10th Street Reconstruction Project. The easement includes the payment of \$1.00.

Permanent Easement - Robert & Kathryn Peck easement for the installation of a storm water line on their property at 1128 N. Seneca Street in Storm Lake, Iowa. This easement is for the North Central Storm Water Project. The easement includes a payment of \$1.00.

There are additional easements that are needed and that staff would expect to be forthcoming in the next few weeks.

FISCAL IMPACT:

The fiscal impact for this staff summary is the cost of the easements as noted above. The total cost of easements listed on this staff summary is \$5.00.

RECOMMENDATION:

Approve Consent Agenda & Easements

ATTACHMENTS:

Description	Type
 Olvares Easement	Backup Material
 Navarro Easement	Backup Material
 Todd Easement	Backup Material
 Mi Mi Easement	Backup Material
 Peck Easement	Backup Material

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 Juan A. Arreola, single, and Maria L. Olivares, single, 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 an underground storm sewer pipeline for the transportation of storm water in, through, across 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 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, upon completion of said storm sewer pipeline, shall restore the surface of the Permanent Easement Area as near to its condition immediately before the construction and installation of the storm sewer pipeline as may be possible. If and when the storm sewer pipeline is 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 sewer pipeline 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:

Juan Arreola

Juan A. Arreola

By: _____

Jon F. Kruse, Mayor

Maria Olivares

Maria L. Olivares

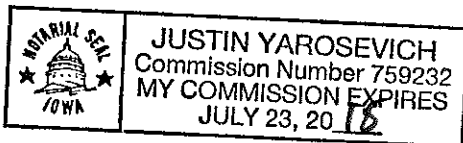
ATTEST:

Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the 27th day of August, 2014, by

Juan A. Arreola, single, and Maria L. Olivares, single.



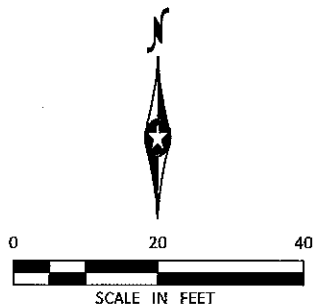
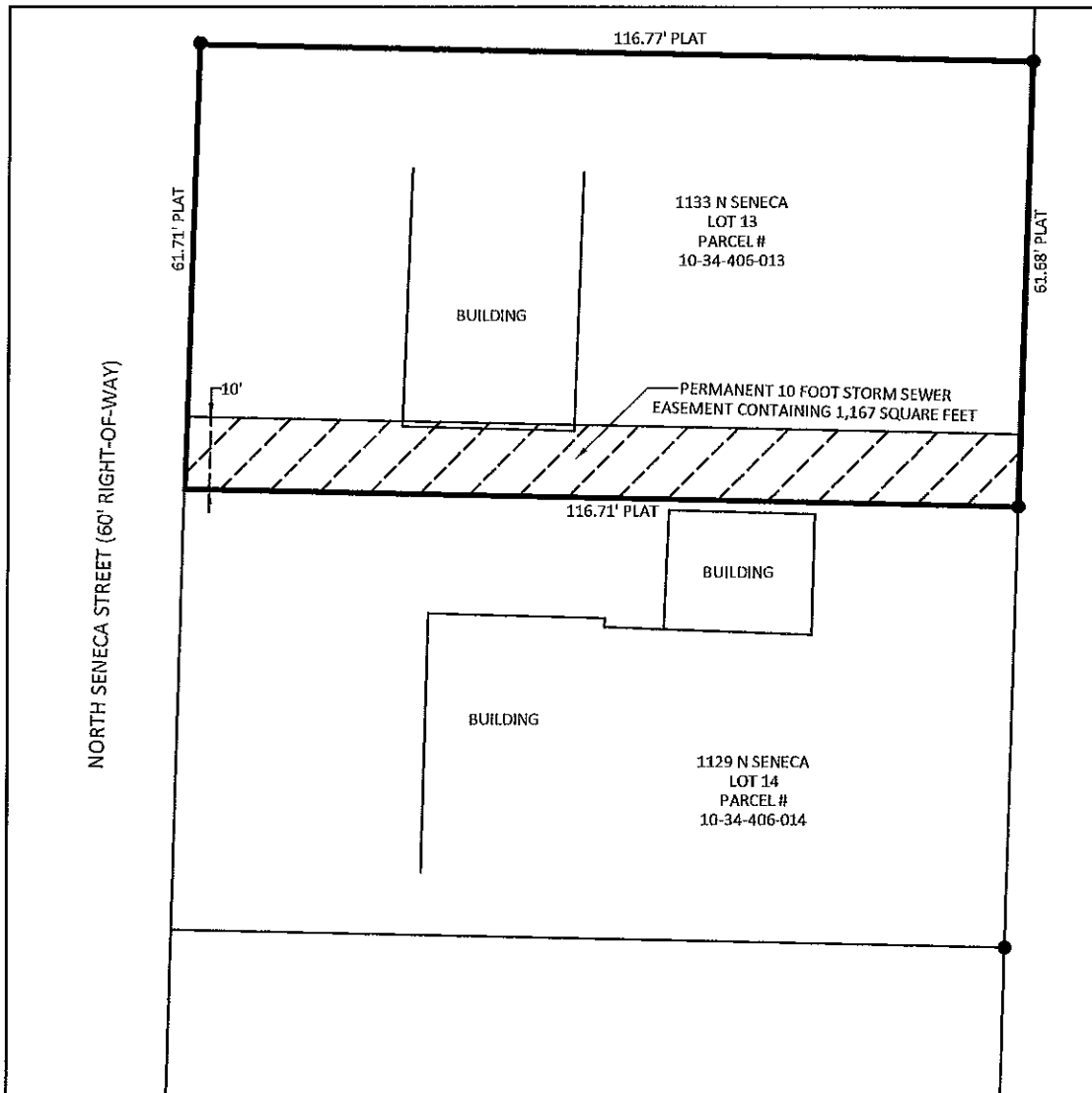
[Signature]
Notary Public in and for the State Of Iowa

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



PERMANENT STORM SEWER EASEMENT

THE SOUTH 10 FEET OF LOT 13, BLOCK 1, NORTH WINDSOR ADDITION,
STORM LAKE, BUENA VISTA COUNTY, IOWA, EXCEPT THAT PORTION
OCCUPIED BY EXISTING BUILDINGS.

PROPRIETOR

JUAN A. ARREOLA AND MARIA J. OLIVARES,
WARRANTY DEED, DATED JUNE 3, 2002, AS RECORDED AS
INST # 021971, BUENA VISTA COUNTY, IOWA.

©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 13, BLOCK 1 NORTH WINDSOR ADDITION CITY OF STORM LAKE BUENA VISTA COUNTY, IOWA FOR: CITY OF STORM LAKE, IOWA
--	--

FIELD BOOK:

DRAWN BY: ERD

6

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 Agreement, made and entered into this _____ day of _____, 2014, by and between Wenceslao Navarro, a single person, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

TEMPORARY EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a temporary construction easement over, across, and on the real estate described on the attached Easement Exhibit under the heading, "TEMPORARY CONSTRUCTION EASEMENT" and as depicted thereon, for use as a temporary work space for the construction of a storm sewer pipeline and certain surface storm water drainage improvements on adjacent and nearby real estate parcels. The real estate subject to the temporary easement is referred to below as the Temporary Easement Area. This temporary easement grant includes, but is not limited to the right of the Grantee, its successors and assigns, to use the Temporary Easement Area for the purpose of

hauling, transporting and storing materials, supplies, machinery and equipment during the construction phase of the Grantee's North Central Storm Water project. This right shall terminate on the date that the Grantee accepts the completed North Central Storm Water project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the Temporary Easement Area for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the Temporary Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the Temporary Easement Area should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the Temporary Easement Area as may be possible within a reasonable time after the construction of the storm water drainage improvements.

SECTION V.

WARRANTY OF TITLE

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

SECTION VI.

EFFECT OF AGREEMENT

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:



Wenceslao Navarro

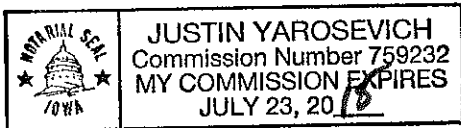
By _____
Jon F. Kruse, Mayor

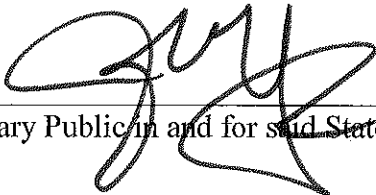
ATTEST:

Justin Yarosevich , City Clerk

STATE OF Iowa, COUNTY OF Boona Vista

This record was acknowledged before me on the 13th day of August, 2014, by
Wenceslao Navarro, single.

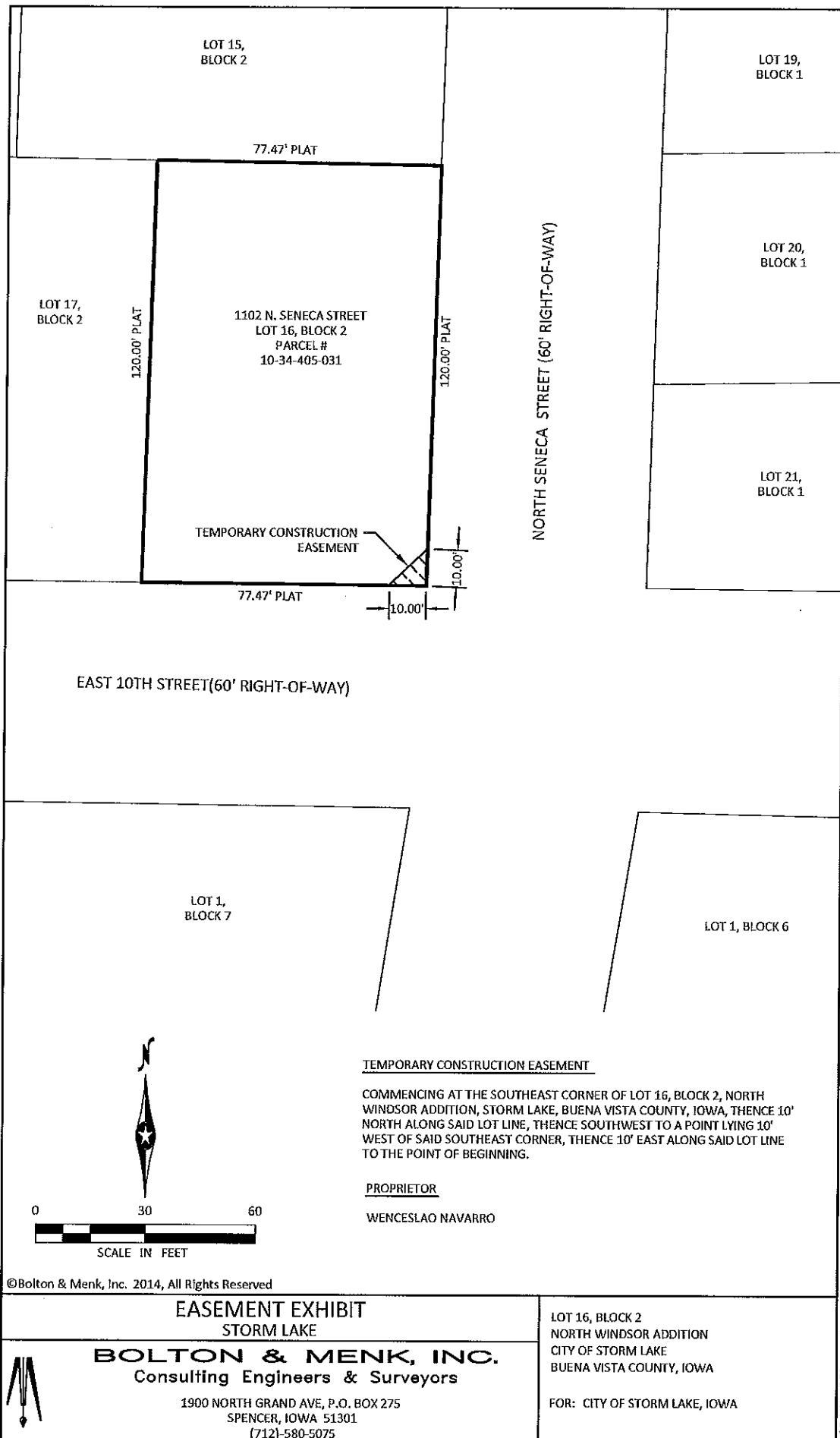



Notary Public in and for said State

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



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 Agreement, made and entered into this _____ day of _____, 2014, by and between William M. Todd and Lesa A. Todd, husband and wife, together herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

TEMPORARY EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a temporary construction easement over, across, and on the real estate described on the attached Easement Exhibit under the heading, "TEMPORARY CONSTRUCTION EASEMENT" and as depicted thereon, for use as a temporary work space for the construction of a storm sewer pipeline and certain surface storm water drainage improvements on adjacent and nearby real estate parcels. The real estate subject to the temporary easement is referred to below as the Temporary Easement Area. This temporary easement grant includes, but is not limited to the right of the Grantee, its successors and assigns, to use the Temporary Easement Area for the purpose of

hauling, transporting and storing materials, supplies, machinery and equipment during the construction phase of the Grantee's North Central Storm Water project. This right shall terminate on the date that the Grantee accepts the completed North Central Storm Water project.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the Temporary Easement Area for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION III.

RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the Temporary Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the real estate described herein or to fence the whole or any part thereof.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the Temporary Easement Area should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the Temporary Easement Area as may be possible within a reasonable time after the construction of the storm water drainage improvements.

SECTION V.

WARRANTY OF TITLE

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

SECTION VI.

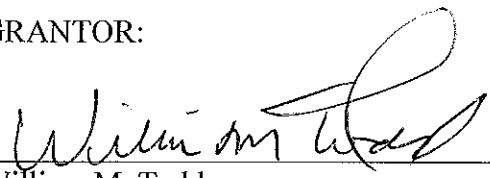
EFFECT OF AGREEMENT

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

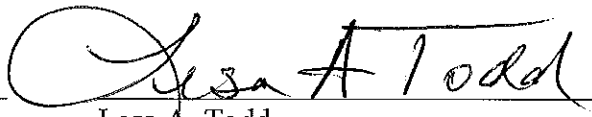
GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:


William M. Todd

By _____
Jon F. Kruse, Mayor

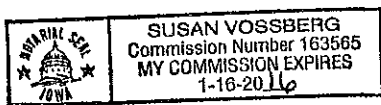

Lesa A. Todd

ATTEST:

Justin Yarosevich , City Clerk

STATE OF Iowa, COUNTY OF Buena Vista

This record was acknowledged before me on the 21st day of August, 2014, by
William M. Todd and Lesa A. Todd, husband and wife.

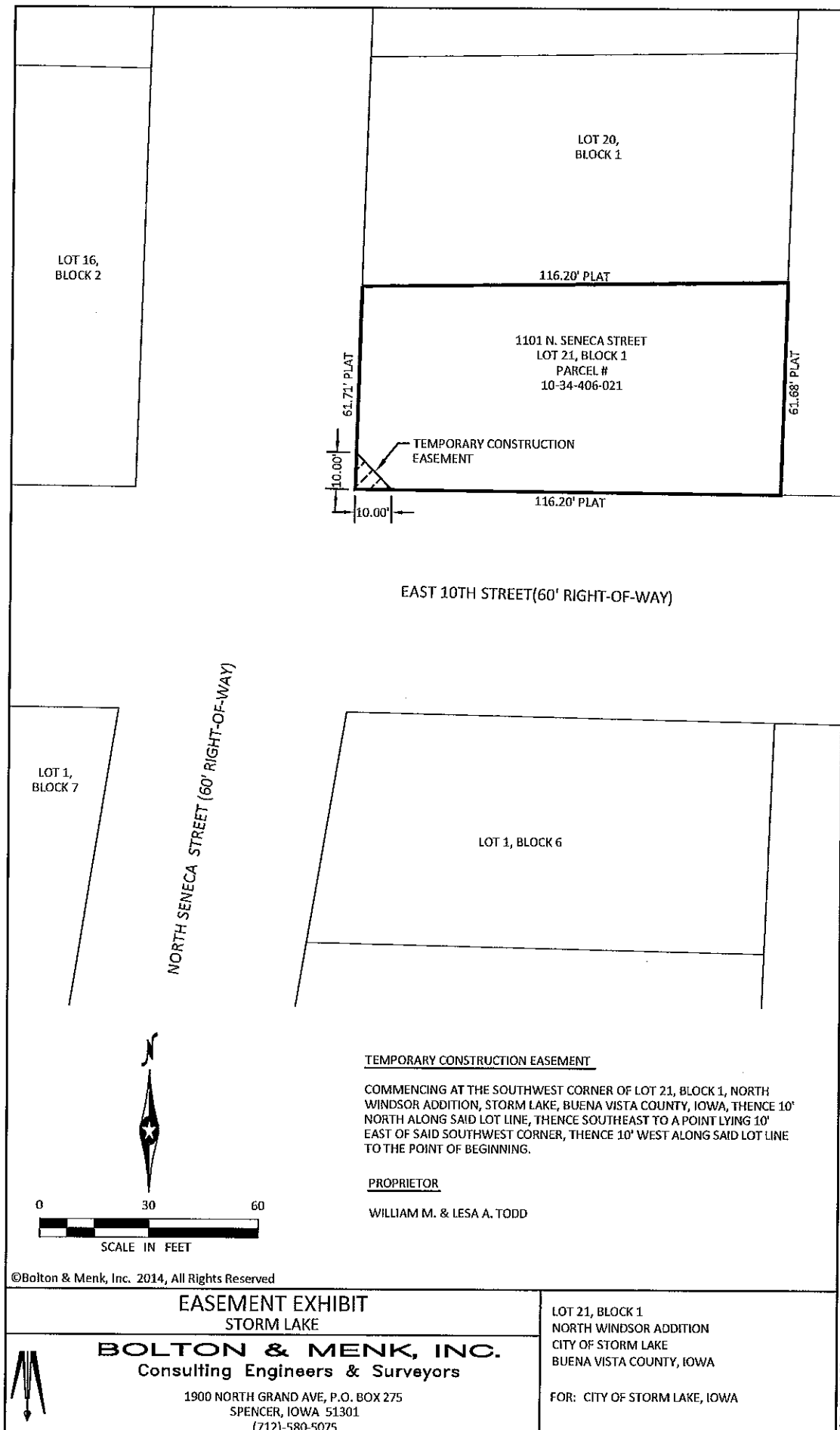


Susan Vossberg
Notary Public in and for said State

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



JOB NUMBER: P11.106892

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 Nan Mi Mi and Austin Khamtanh, wife and husband, 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 storm water surface intake and an underground storm sewer pipeline for the 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 AND SURFACE WATER 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 intake 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 grass in the Permanent Easement Area except in the location of the surface storm water intake. If and when the drainage improvements 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 drainage 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.

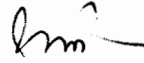
EFFECT OF AGREEMENT

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

GRANTEE:

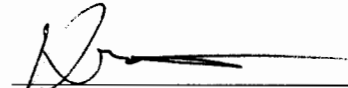
GRANTOR:

CITY OF STORM LAKE, IOWA



Nan Mi Mi

By: _____
Jon F. Kruse, Mayor

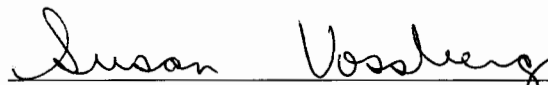
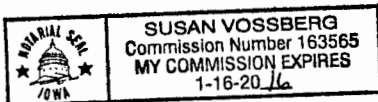

Austin Khamtanh

ATTEST:

Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the 25th day of August, 2014, by
Nan Mi Mi and Austin Khamtanh, wife and husband.


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

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 Robert L. Peck and Kathryn A Peck, husband and wife, 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 storm water surface intake and an underground storm sewer pipeline for the 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 AND SURFACE WATER 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 intake 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 grass in the Permanent Easement Area. If and when the drainage improvements 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 drainage 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:

Robert L. Peck
Robert L. Peck

By: _____
Jon F. Kruse, Mayor

Kathryn A. Peck
Kathryn A. Peck

ATTEST:

Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the 29th day of August, 2014, by
Robert L. Peck and Kathryn A. Peck, husband and wife.

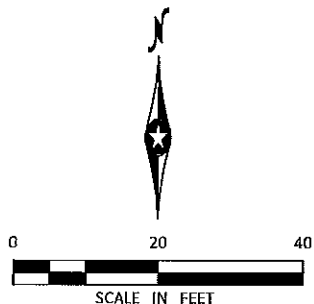
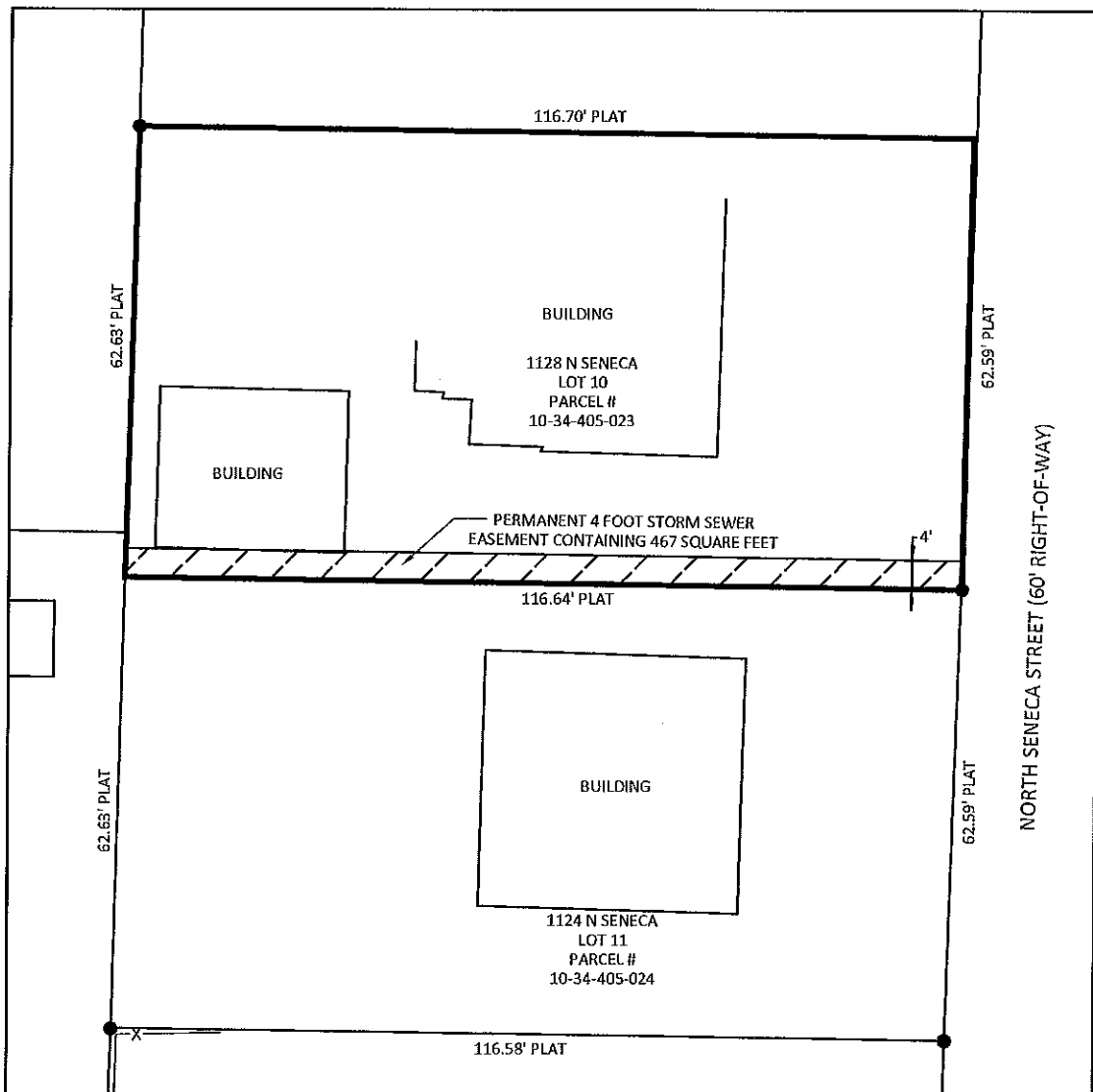


Susan Vossberg
Notary Public in and for the State Of Iowa

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



PERMANENT STORM SEWER AND SURFACE WATER EASEMENT

THE SOUTH 4 FEET OF LOT 10, BLOCK 2, NORTH WINDSOR ADDITION,
STORM LAKE, BUENA VISTA COUNTY, IOWA, EXCEPT THAT PORTION
OCCUPIED BY EXISTING BUILDINGS.

PROPRIETOR

ROBERT L. PECK AND
KATHRYN A. PECK
WARRANTY DEED, DATED MARCH 6, 1973, AS RECORDED
IN BOOK 33, PAGE 897, BUENA VISTA COUNTY, IOWA.

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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 10, BLOCK 2
NORTH WINDSOR ADDITION
CITY OF STORM LAKE
BUENA VISTA COUNTY, IOWA

FOR: CITY OF STORM LAKE, IOWA

FIELD BOOK:

DRAWN BY: ERD

4

JOB NUMBER: P11.105745

Staff Summary

9/2/2014
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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 34-R-2014-2015 to Approve Federal Aid Agreement With The Iowa Department Of Transportation For The Widening Of HWY 7 From Barton Street To Northwestern Drive**

BACKGROUND: This agenda item will ask for Council's consideration on a federal aid agreement between the Iowa DOT and the City of Storm Lake for the purpose of widening Hwy 7 from Northwestern Street to Barton Street to 3 lanes. The project also includes the replacement of the traffic signal at Northwestern Drive and HWY 7. The Council has already approved a resolution for the USTEP funding.

The agreement provides the funding details by DOT to the City and the requirements of the City to receive the funding. The contract is the standard language for DOT grants.

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

Construction	\$852,500
Engineering	\$130,000
Legal/Admin	\$15,000
Traffic Signals	\$180,000
CTS contract	\$3,450
Total	\$1,180,950

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

Total available revenues at this time are \$1,025,000 making the project \$164,950.00 short. During the budget process we will have to determine where the remaining funds will come from.

RECOMMENDATION: Approve Resolution No. 34-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 34-R-2014-2015	Resolution
☐ Agreement	Contract

RESOLUTION NO. 34-R-2014-2015

**RESOLUTION AUTHORIZING THE EXECUTION OF IOWA DEPARTMENT
OF TRANSPORTATION AGREEMENT FOR FEDERAL AID SURFACE
TRANSPORTATION PROGRAM PROJECT AGREEMENT NO. 03-14-STPU-
016**

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

Authorize the execution of an agreement with the Iowa Department of
Transportation for the Widening of Ia7, from 600' west of Northwestern Drive to 400'
east of Barton Street. Iowa DOT Agreement No. 03-14-STPU-016.

PASSED AND APPROVED this 2nd day of September 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a Surface Transportation Program Project**

Recipient: City of Storm Lake

Project No.: STP-U-7422(617)--70-11

Iowa DOT Agreement No.: 03-14-STPU-016

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Storm Lake, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the Department.

The Recipient has received Federal funding through the Surface Transportation Program (STP), which was continued by the Moving Ahead for Progress in the 21st Century (MAP-21), Public Law 112-141, now codified at Section 133(b) of Title 23, United States Code (U.S.C.). STP funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STP funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person will be the District 3 Local Systems Engineer. The Recipient's contact person shall be the Assistant City Administrator.
3. The Recipient shall be responsible for the development and completion of the following described STP project:

Widening of Ia 7 from 600' west of Northwestern Drive to 400' east of Barton Street
4. Eligible project activities will be limited to the following: construction, engineering, inspection, and right-of-way acquisition. Under certain circumstances, eligible activities may also include utility relocation or railroad work that is required for construction of the project.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from STP funds. The portion of the project costs reimbursed by STP funds shall be limited to a maximum of either 80 percent of eligible costs or the amount stipulated in the Northwest Iowa Planning and Development Commission current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.
6. If the project described in Section 3. drops out of the Northwest Iowa Planning and Development Commission current TIP or the approved current STIP prior to obligation of Federal funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
7. The Recipient shall let the project for bids through the Department.

8. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
9. It is the intent of both parties that no third party beneficiaries be created by this agreement.
10. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.
11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City Signature Block (City Projects Only)

By _____ Date _____, 20____

Title of city official

I, _____, certify that I am the City Clerk of Storm Lake, and
that _____, who signed said Agreement for and on behalf of the city was duly
authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _____
day of _____, 20____.

Signed _____ Date _____, 20____

City Clerk of Storm Lake, Iowa

County Signature Block (County Projects Only)

This agreement was approved by official action of the (County Name) County Board of Supervisors in official session
on the _____ day of _____, 20____.

County Auditor

Chair, County Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Division

By _____ Date _____, 20____

Brian J. Catus, P.E.
Local Systems Engineer
District 3

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 49 CFR 18.26, the Recipient is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. c. 7501-7507) and Subpart F of 2 CFR 200. Subpart F of 2 CFR 200 stipulates that non-Federal entities expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.
- f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170,
- g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The Recipient shall comply with the requirements of I.M. 3.710, DBE Guidelines.
 - iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this

agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

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

2. Programming and Federal Authorization.

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

3. Federal Participation in Work Performed by Recipient Employees.

- a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.310, Federal-aid Participation in In-House Services.
- b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.810, Federal-aid Construction by Local Agency Forces.
- c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 225. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient.

4. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.305, Federal-aid Participation in Consultant Costs.

- c. If Preliminary Engineering (PE) work is Federally funded, and if right-of-way acquisition or actual construction of the road is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.105, Concept Statement Instructions, 3.110, Environmental Data Sheet Instructions, 3.112, FHWA Environmental Concurrence Process, and 3.114, Cultural Resource Guidelines.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 3.120, Farmland Protection Policy Act Guidelines.
- c. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the procedures in I.M. 3.130, 404 Permit Process, 3.140, Storm Water Permits, 3.150, Highway Improvements in the Vicinity of Airports or Heliports, and 3.160, Asbestos Inspection, Removal and Notification Requirements.
- d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed \$100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.605, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.
- d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Iowa DOT Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration,

adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

- e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA Authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.505, Check and Final Plans and I.M. 3.510, Check and Final Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department
 - iii. Follow the procedures in I.M. 3.730, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to Department.
- c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 3.720, Local Letting Process, Federal-aid.
- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.750, Project Development Certifications Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Iowa DOT has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Recipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.

- d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.
- f. The Recipient shall follow the procedures in I.M. 3.805, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient does exceed the total project costs, the Recipient shall either:
 - 1) in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - 2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

10. Project Close-out.

- a. Within 30 days of completion of construction and / or other activities authorized by this agreement, the Recipient shall provide written notification completed pre-audit checklist to the Department. The Recipient shall follow and request a final audit, in accordance with the procedures in I.M. 3.910, Final Review, Audit, and Close-out Procedures for Federal-aid Projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer or architect, as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.

- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Recipient of the record retention date.
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

Staff Summary

9/2/2014
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: Scott Olesen, Building Official

SUBJECT: **Ordinance No. 02-O-2014-2015 Approving Re-Zoning Request For City Of Storm Lake - SECOND READING**

BACKGROUND: The City of Storm Lake owns a small parcel located adjacent to Lot 4 of the Storm Lake 3rd Addition subdivision final plat. Currently the property is zoned PO: Park, Recreation, and Open Space since it was recently split off of the parcel located and surrounding it to the west and south. The City of Storm Lake is proposing to re-zone this parcel to R-1: Low Density Residential which is the zoning of the adjacent Storm Lake 3rd Addition subdivision.

The Planning and Zoning Commission reviewed this application during their July 28th meeting and recommended the City Council approve the re-zoning request.

The City of Storm Lake has entered into an agreement with Habitat For Humanity (HFH) for the City to donate this parcel along with Lot 4 of the Storm Lake 3rd Addition. Within the agreement, HFH will treat this parcel along with Lot 4 as one residential lot. The enlarged parcel will create a conforming lot based on the Zoning Ordinance regulations for an R-1: Low Density Residential district.

FISCAL IMPACT: The fiscal impact would be the notices that were sent in regards to this re-zoning request and the preparation of the lot split document.

RECOMMENDATION: Adopt Ordinance No. 02-O-2014-2015 on:
1st Reading - August 18, 2014 - **APPROVED**
2nd Reading - September 2, 2014
3rd Reading - September 15, 2014

ATTACHMENTS:

Description	Type
Re-Zoning Application	Application

Adjoining Owners	Backup Material
Re-Zoning Map	Backup Material
Storm Lake 3rd Addition Final Plat	Backup Material
P&Z Action Taken	Backup Material
Ordinance No. 02-O-2014-2015	Ordinance

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



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

PROPERTY ADDRESS: Legal Attached

PROPERTY OWNER: City of Storm Lake

OWNER ADDRESS (if different than property owner):

620 Erie Street

OWNER'S PHONE NUMBER: (712) 732-8000

The City of Storm Lake Zoning Ordinance Article 12 Section 1204 establishes the amendment procedure for the Zoning Ordinance and requires the property owner to submit the following information, which must accompany this application before it can be considered by the Planning and Zoning Commission and the City Council.

The legal description and local address of the property.

The present zoning classification and the requested zoning classification.

The existing use of the property and the proposed use of the property.

A statement of the reasons why the applicant feels the present zoning classification is no longer valid.

Attach a plat showing the locations, dimensions and use of the applicant's property and all property within three hundred (300') feet including streets, alleys, railroads, and other physical features.

The request for a rezoning request will be heard by the Planning and Zoning Commission and the City Council at separate meetings.

The City of Storm Lake will notify all property owners within three hundred (300') feet of the applicant's property notifying them of the upcoming hearing.

The City of Storm Lake will notify the applicant of the hearing date.

The City of Storm Lake will publish a public hearing notice in a locally circulated newspaper not less than 7 and no more than 20 days prior to the meeting.

A non refundable application fee of \$200.00 is required at time of the application. The fee will not be refunded if the request is denied by the Planning and Zoning Commission or the City Council.

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

☐ Text Amendment to the Zoning Ordinance

☒ Zoning Map Amendment to the Zoning Ordinance

Current Zoning Ordinance Section: NA

Text
Amendment
Request:

NA

Address of the Property: Legal Attached

Legal Description
of the Property:

Legal Attached

Present Zoning District: PO: Park, Recreation, and Open Space

Requested Zoning District: R-1: Low Density Residential

Why Present Zoning
Is No Longer Valid:

This small lot will be utilized as part of the Storm Lake 3rd Addition subdivision to make Lot 4 comply with all zoning regulations in the Zoning Ordinance

Existing Use of the Property: grass area

Proposed Use of the Property: portion of residential lot

Signature of Property Owner

7/21/2014

Date

City of Storm Lake Use

Meeting Date: July 28, 2014

Appeal No.: 2014-10

Application Fee Paid: X

Date Received: X

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.

City of Storm Lake Re-Zoning Request

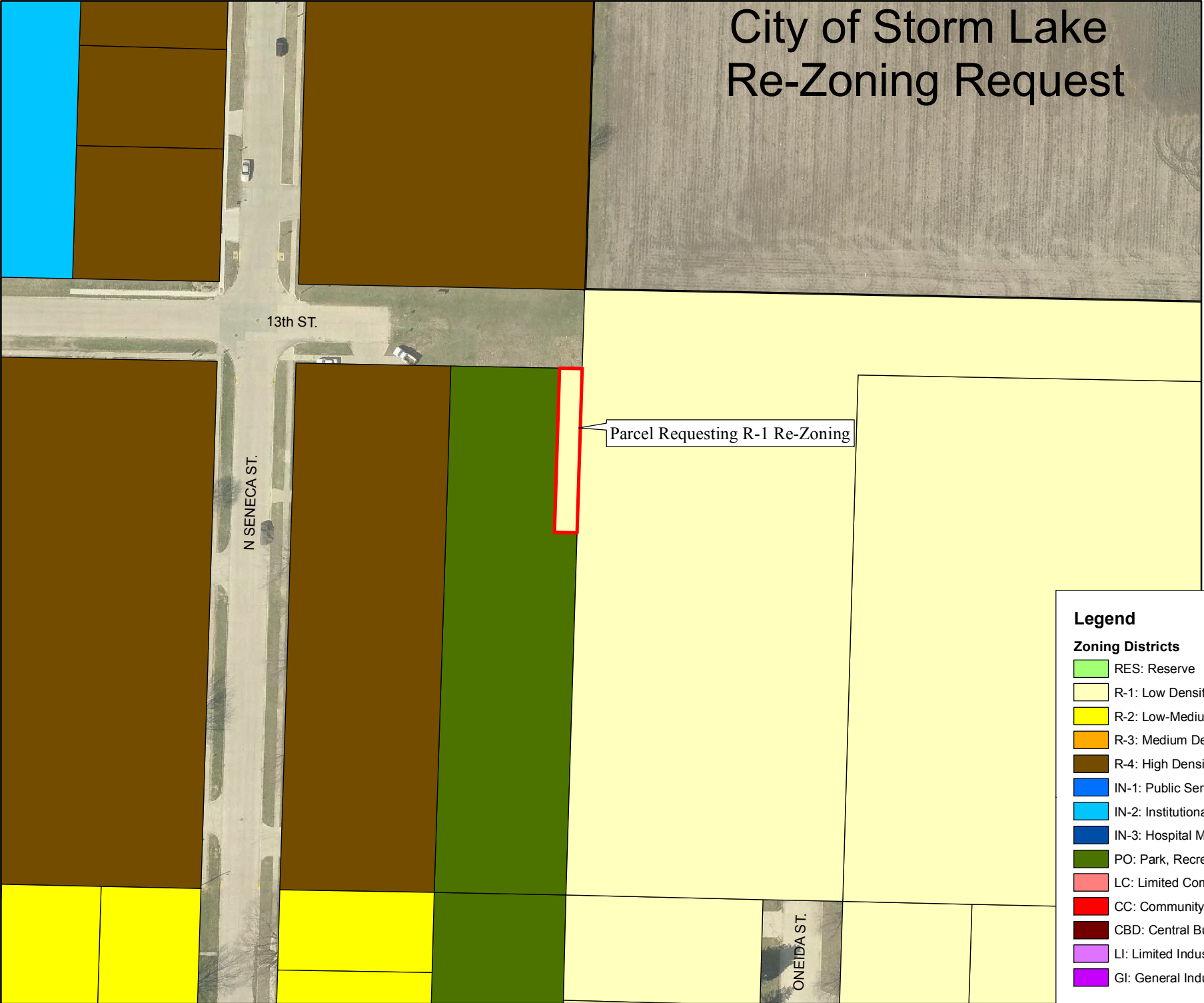


PARCEL	OWNER
A	City of Storm Lake
B	Council Properties LLC
C	Corey LLC
D	City of Storm Lake
E	City of Storm Lake
F	Harley & Maria Bucheli
G	City of Storm Lake
H	City of Storm Lake
I	Randy & Joy Schuler
J	Roger & Barbara Waggle
	Naomi Benna
	Glennys Pederson Life Estate
	Alan & Elaine Mitchell
	Donna Truelsen
	Nila Miller
	Michael Trus & Susan Weitzel-Trus
	Bernard & Elaine Meyer
	Doris Johnson
	Bruce Davis
	Jo Ann Meyer
	Christopher Degen
	Helen Langner
	David & Joanne Brueck
	Douglas Thompson
	Methodist Manor Retirement Community
	Delores Land
	John & Joann Oatman
	Shirley Davis
	Daniel & Eugene Jorgensen
	Harold & Janice Redenbaugh
	Joyce Olbertz
	Phyllis Southwick
K	Multi Housing Partners
L	Ta Taw Teh



0 50 100 200 Feet

City of Storm Lake Re-Zoning Request

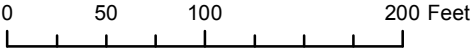


Parcel Requesting R-1 Re-Zoning

Legend

Zoning Districts

- RES: Reserve
- R-1: Low Density Residential
- R-2: Low-Medium Density Residential
- R-3: Medium Density Residential
- R-4: High Density Residential
- IN-1: Public Services
- IN-2: Institutional Facilities
- IN-3: Hospital Medical Facilities
- PO: Park, Recreation, and Open Space
- LC: Limited Commercial
- CC: Community Commercial
- CBD: Central Business District
- LI: Limited Industrial
- GI: General Industrial



STORM LAKE 3RD ADDITION

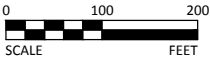
FINAL PLAT

CITY OF STORM LAKE, IOWA

Exhibit "A"



LOCATION MAP



BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN WILLMAR, MN
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN ROCHESTER, MN
AMES, IA SPENCER, IA DES MOINES, IA FARGO, ND

OWNER

CITY OF STORM LAKE, IOWA
620 ERIE STREET
P.O. BOX 1086
STORM LAKE, IA 50588

DEVELOPER

CITY OF STORM LAKE, IOWA
620 ERIE STREET
P.O. BOX 1086
STORM LAKE, IA 50588

SETBACK REGULATIONS

ZONING DISTRICT R-1

FRONT YARD: 25 FEET
STREET SIDE YARD: 25 FEET
INTERIOR SIDE YARD: 10 FEET
REAR YARD: 25 FEET

PREPARED BY

BOLTON & MENK, INC.
1900 NORTH GRAND AVENUE
SPENCER, IA 51301

SUBMITTAL DATE

JUNE 09, 2014

SHEET INDEX

SHEET NO.	TITLE
1	TITLE SHEET
2	FINAL PLAT

REVIEWED & APPROVED _____ DATE: _____
PLANNING & ZONING CHAIRMAN

REVIEWED & APPROVED _____ DATE: _____
MAYOR

REVIEWED & APPROVED _____ DATE: _____
CITY CLERK



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. DREYER L.S.

REG. NO. 17535 DATE: 06/09/2014

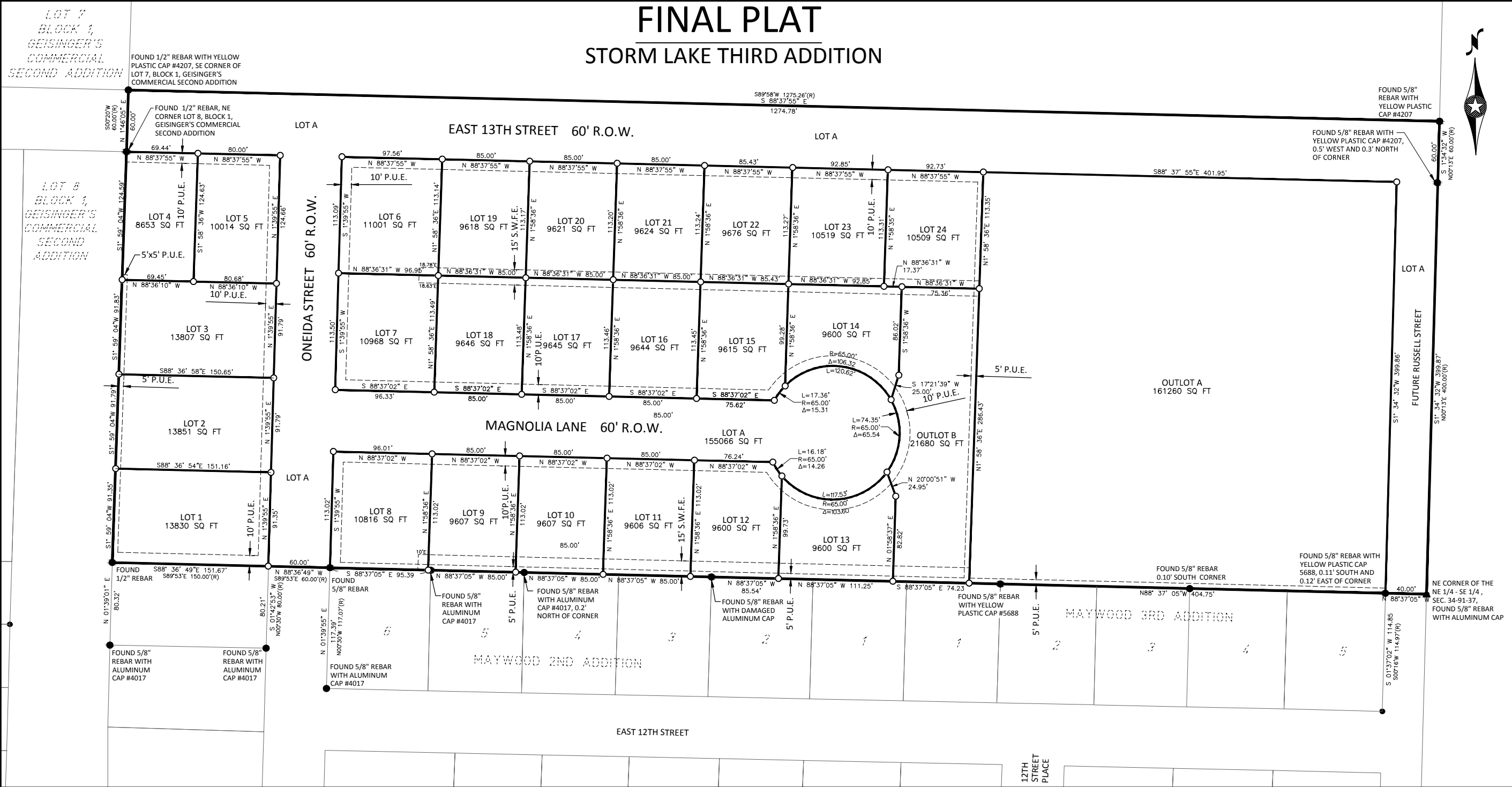
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

RECORD DRAWING INFORMATION	CITY OF STORM LAKE, IOWA	SHEET
OBSERVER:	STORM LAKE 3RD ADDITION - FINAL PLAT	1
CONTRACTOR:	TITLE SHEET	OF
DATE:		2

FINAL PLAT
STORM LAKE THIRD ADDITION



- LEGEND**
- ▲ FOUND SECTION CORNER
 - SET ½"x24" REBAR WITH YELLOW PLASTIC CAP#17535
 - FOUND MONUMENT AS NOTED
 - (R) RECORDED DIMENSION
 - (E) EASEMENT DIMENSION
 - P.U.E. PUBLIC UTILITY EASEMENT
 - S.W.F.E. SURFACE WATER FLOWAGE EASEMENT

LEGAL DESCRIPTION

A PART OF THE E ½ OF THE NE ¼ OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE FIFTH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA THENCE NORTH 00°20' EAST A DISTANCE OF 400.00 FEET TO THE NORTHEAST CORNER OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA THENCE NORTH 89°58' EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH 00°20' WEST A DISTANCE OF 400.00 FEET TO THE SOUTH LINE OF SAID NE ¼ AND THE NORTHEAST CORNER OF LOT 1, BLOCK 1, MAYWOOD SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE SOUTH 89°58' WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE ¼) A DISTANCE OF 150.00 FEET TO THE PLACE OF BEGINNING.

A PART OF THE EAST HALF (E ½) NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINETY-ONE (91) NORTH, RANGE THIRTY-SEVEN (37) WEST OF THE FIFTH, P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., THENCE NORTH 00°13' EAST ALONG THE EAST LINE OF SAID NE ¼ A DISTANCE OF 460.0 FEET; THENCE SOUTH 89°58' WEST A DISTANCE OF 1,275.26 FEET TO THE SOUTHEAST CORNER OF LOT SEVEN (7), BLOCK ONE (1), GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE SOUTH 00°20' WEST ALONG THE EAST LINE OF SAID GEISINGER'S COMMERCIAL SECOND ADDITION A DISTANCE OF SIXTY (60.0) FEET TO THE NORTHEAST CORNER OF LOT EIGHT (8), BLOCK ONE (1), GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE NORTH 89°58' EAST A DISTANCE OF 150.0 FEET; THENCE SOUTH 00°20' WEST A DISTANCE OF 400.0 FEET TO THE SOUTH LINE OF SAID NE ¼ AND TO THE NORTHEAST CORNER OF LOT ONE (1), BLOCK ONE (1), MAYWOOD SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE NORTH 89°50' EAST ALONG THE SOUTH LINE OF SAID NE ¼ A DISTANCE OF 1,126.20 FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 12.095 ACRES.

- NOTES**
1. THE NORTH LINE OF STORM LAKE THIRD ADDITION IS ASSUMED TO BEAR S 88°37'55" E.
 2. STORM LAKE THIRD ADDITION IS IN THE EAST 1/2 OF THE NE 1/4 OF SECTION 34-91-37 AND ALSO A PART OF LOT 1, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION.
 3. MONUMENTS WILL BE PLACED UPON COMPLETION OF UTILITY AND ROAD CONSTRUCTION.
 4. LOT A TO BE DEDICATED TO THE CITY OF STORM LAKE FOR STREET RIGHT-OF-WAY PURPOSES.
 5. OUTLOT B TO BE DEDICATED TO THE CITY OF STORM LAKE FOR PUBLIC PARK.
 6. OUTLOT A TO BE DEDICATED TO THE CITY OF STORM LAKE FOR STORM WATER DETENTION.
 7. THE TOTAL AREA OF THE ADDITION IS 586,682 SQUARE FEET.

ACTION TAKEN ON RE-ZONING REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION



Date: July 28, 2014

Recommendation #2014-10

Applicant: City of Storm Lake

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

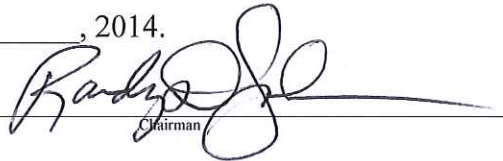
The Planning and Zoning Commission has reviewed the foregoing application and hereby recommends to the City Council that the request be:

☒ Approved ☐ Denied

Reason for approval or denial: (list complete data) _____

Acted upon this 28 day of July, 2014.

Signed: _____


Chairman

Attest: _____


Secretary

The City Council has reviewed the foregoing application and recommendations and hereby
_____ Approves _____ Denies _____ the request.

Dated this _____ day of _____, 2014.

Signed: _____

Mayor

Attest: _____

City Clerk

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 _____ day of _____, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

9/2/2014
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: Scott Olesen, Building Official

SUBJECT: **Ordinance No. 03-O-2014-2015 Approving Re-zoning Request 101 College, City of Storm Lake - SECOND READING**

BACKGROUND: The City of Storm Lake owns a parcel located at 101 College that is currently zoned R-2: Low-Medium Density Residential. This parcel is going to be used as part of the park system within the City which will allow for the extension of the Lake Trail along the bank of the lake between Sunset Park and Circle Park. With this use, the zoning would be better suited as PO: Park, Recreation, and Open Space.

The Planning and Zoning Commission reviewed this application during their July 28th meeting and recommended the City Council approve the re-zoning request.

FISCAL IMPACT: Publication of notices for the re-zoning

RECOMMENDATION: Adopt Ordinance No. 03-O-2014-2015 on:
1st Reading - August 18, 2014 - **APPROVED**
2nd Reading - September 2, 2014
3rd Reading - September 15, 2014

ATTACHMENTS:

Description	Type
☐ Re-Zoning Application	Application
☐ Adjoining Owners	Backup Material
☐ Re-Zoning Map	Backup Material
☐ P&Z Action Taken	Backup Material
☐ Ordinance No. 03-O-2014-2015	Ordinance

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



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

PROPERTY ADDRESS:

PROPERTY OWNER:

OWNER ADDRESS (if different than property owner):

OWNER'S PHONE NUMBER:

The City of Storm Lake Zoning Ordinance Article 12 Section 1204 establishes the amendment procedure for the Zoning Ordinance and requires the property owner to submit the following information, which must accompany this application before it can be considered by the Planning and Zoning Commission and the City Council.

The legal description and local address of the property.

The present zoning classification and the requested zoning classification.

The existing use of the property and the proposed use of the property.

A statement of the reasons why the applicant feels the present zoning classification is no longer valid.

Attach a plat showing the locations, dimensions and use of the applicant's property and all property within three hundred (300') feet including streets, alleys, railroads, and other physical features.

The request for a rezoning request will be heard by the Planning and Zoning Commission and the City Council at separate meetings.

The City of Storm Lake will notify all property owners within three hundred (300') feet of the applicant's property notifying them of the upcoming hearing.

The City of Storm Lake will notify the applicant of the hearing date.

The City of Storm Lake will publish a public hearing notice in a locally circulated newspaper not less than 7 and no more than 20 days prior to the meeting.

A non refundable application fee of **\$200.00** is required at time of the application. The fee will not be refunded if the request is denied by the Planning and Zoning Commission or the City Council.

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



- ☐ Text Amendment to the Zoning Ordinance
- ☒ Zoning Map Amendment to the Zoning Ordinance

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

Current Zoning Ordinance Section:

Text Amendment Request:

Address of the Property:

Legal Description of the Property:

Present Zoning District:

Requested Zoning District:

Why Present Zoning Is No Longer Valid:

Existing Use of the Property:

Proposed Use of the Property:

Signature of Property Owner

Date

City of Storm Lake Use

Meeting Date:

Appeal No.:

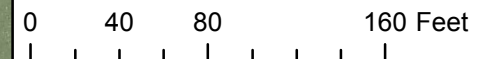
Application Fee Paid:

Date Received:

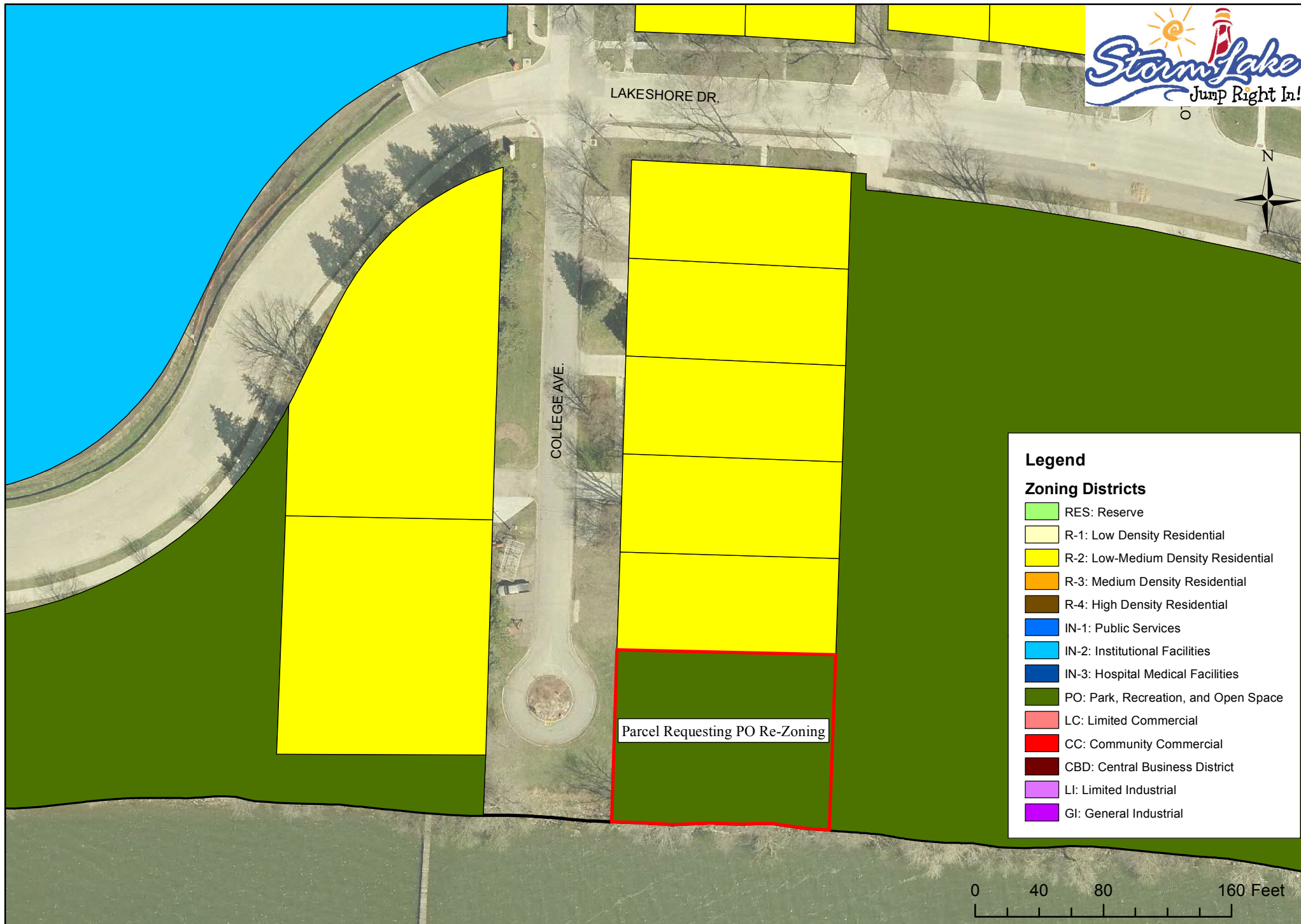
Re-Zoning Request 101 College; City of Storm Lake



PARCEL	OWNER
A	City of Storm Lake
B	City of Storm Lake
C	Buena Vista University
D	Rayma Beeson
E	Gary & Cheryl Petersen
F	Scott & Renee Hadden
G	Andrew Ingold
H	Martin & Tammy Peck
I	Buena Vista University
J	City of Storm Lake



Re-Zoning Request 101 College; City of Storm Lake



ACTION TAKEN ON RE-ZONING REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION

Date: July 28, 2014

Recommendation #2014-11

Applicant: City of Storm Lake



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

The Planning and Zoning Commission has reviewed the foregoing application and hereby recommends to the City Council that the request be:

X Approved _____ Denied

Reason for approval or denial: (list complete data) _____

Acted upon this 28 day of July, 2014.

Signed: _____

Radly J. Sel
Chairman

Attest: _____

Emily A. Haselhoff
Secretary

The City Council has reviewed the foregoing application and recommendations and hereby
_____ Approves _____ Denies the request.

Dated this _____ day of _____, 2014.

Signed: _____

Mayor

Attest: _____

City Clerk

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 _____ day of _____, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

9/2/2014
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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 35-R-2014-2015 Approving The Proposed Transfer Of The Cable Franchise Currently Held By Knology, INC.**

BACKGROUND: On June 24, 2014 the City of Storm Lake received notice from WOW Cable Company that they were planning to sell off a portion of their assets including the portion that was recently purchased from Knology and includes the Storm Lake service. They are selling to a company called Clarity Telecom, LLC.

As part of the existing franchise agreement with the City, the City has the right and responsibility to review the sale of the franchise agreement to another company and to either approve or deny the sale. There is a time limit associated with this responsibility.

Through our attorney, and to a lesser extent city staff, we have reviewed a number of documents related to the proposed transfer including financials, legal and technical requirements, and the Purchase Agreement.

The proposed resolution attached to this staff summary is the required form of acceptance, should the Council desire to approve the transfer. Following approval the City Clerk will forward to Clarity the official documents.

One other note - the resolution, if approved, would extend the term of the existing Franchise Agreement through December 2015 instead of the current January 2015 termination date.

Council and the public may also review the Transfer Report provided by the City's Attorney, Brian Grogan which is attached to this report.

FISCAL IMPACT: The City had some legal expenses in the review of the transfer documents by the City's Franchise attorney. The expenses for this are not known at the present time but estimated to be approximately \$3,000. The costs were able to be shared with

several other communities who are included in the Knology sale.

RECOMMENDATION: Adopt Resolution No. 35-R-2014-2015

ATTACHMENTS:

Description		Type
❏	Resolution No. 35-R-2014-2015	Resolution
❏	Knology to Clarity Transfer Report	Backup Material

RESOLUTION NO. 35-R-2014-2015

**APPROVING THE PROPOSED TRANSFER OF
THE CABLE FRANCHISE CURRENTLY HELD BY KNOLOGY, INC.**

WHEREAS, Knology, Inc., d/b/a WOW! Internet, Cable and Phone, a Delaware corporation (collectively hereinafter referred to as “Grantee”), currently holds a cable television franchise (“Franchise”) granted by the City of Storm Lake, Iowa (“City”).

WHEREAS, Grantee owns, operates and maintains a cable television system in the City (“System”) pursuant to the terms of the Franchise.

WHEREAS, on or about June 24, 2014 the City received from Grantee, FCC Form 394 - Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise (“Application”).

WHEREAS, Federal law and the terms of the Franchise require that the City take action to consider the Application within 120 days of the date of receipt, or on or before October 22, 2014.

WHEREAS, Chapter 4-9-8 of the City’s Regulatory Ordinance requires the City’s advance written consent prior to the Grantee’s transfer of the Franchise.

WHEREAS, the Application includes a copy of an Asset Purchase Agreement dated June 12, 2014 (“Agreement”) that provides for the acquisition of Grantee’s assets including the Franchise.

WHEREAS, under the Agreement, Clarity Telecom, LLC (“Clarity”) will acquire one hundred percent (100%) of the Grantee’s assets which include the Franchise (“Transaction”).

WHEREAS, as a result of the proposed Transaction Grantee and Clarity have requested consent from the City to the proposed transfer of the Franchise.

WHEREAS, the City has reviewed the proposed Transaction, and the legal, technical, and financial qualifications of Clarity.

WHEREAS, based on information provided by Grantee and Clarity and on the information received by City, City has elected to approve the proposed Transaction subject to certain conditions as set forth herein.

NOW, THEREFORE, the City of Storm Lake, Iowa hereby resolves as follows:

1. All of the above recitals are hereby incorporated by reference as if fully set forth herein.
2. The Franchise is in full force and effect and Grantee is the lawful holder of the Franchise.

3. Clarity will be the lawful holder of the Franchise after completion of the Transaction.
4. The Franchise term shall be extended to now expire on December 31, 2015.
5. Clarity acknowledges that the City is currently within the renewal window (less than 36 months prior to Franchise expiration) and City may have incurred time and expense including without limitation, costs related to experts, accountants and attorneys retained by the City to assist the City in the review and consideration of the past performance of the operator under the Franchise as well as the future cable-related needs and interests of the City as required by 47 U.S.C. 546 ("Needs Assessment"). Clarity agrees that Clarity will not, as a result of the City's approval of this Transaction and transfer of the Franchise, challenge the City's Needs Assessment or require that the City incur additional costs and expense to recreate the Needs Assessment following Clarity's ownership of the cable system and Franchise.
6. Clarity hereby agrees to assume any and all liabilities of Knology, known and unknown, under the Franchise.
7. The City hereby consents and approves of the proposed Transaction subject to:
 - a. Closing of the Transaction described in information provided to the City by Grantee and Clarity. Clarity shall, within thirty (30) days of the date of closing of the proposed Transaction, notify the City in writing of the closing.
 - b. Within twenty (20) days of the date of adoption of this Resolution, Clarity shall execute and file with the City the Acceptance and Agreement attached hereto to verify Clarity's compliance with the terms and conditions of this Resolution.
 - c. Grantee or Clarity shall, within twenty (20) days of the date of adoption of this Resolution, fully reimburse City for all of City's reasonable costs and expenses in connection with the City's review of the proposed Transaction, including without limitation, all costs incurred by the City for experts and attorneys retained by City to assist in the review as well as notice and publication costs ("Reimbursement").
 - i. The Reimbursement shall not be deemed to be "Franchise Fees" within the meaning of Section 622 of the Cable Act (47 U.S.C. §542), nor shall the Reimbursement be deemed to be (i) "payments in kind" or any involuntary payments chargeable against the Franchise Fees to be paid to the City by Grantee or Clarity pursuant to the Franchise.
 - ii. The Reimbursement shall be considered a requirement or charge incidental to the awarding or enforcing of the Franchise.
5. In the event the proposed Transaction contemplated by the foregoing resolution is not completed, for any reason, the City's consent shall not be effective. If any of the

conditions set forth herein are not met by Grantee or Clarity, the City's consent to the proposed Transaction shall be null and void and of no effect.

This Resolution shall take effect and continue and remain in effect from and after the date of its passage, approval, and adoption.

Approved by the City of Storm Lake, Iowa this 2nd day of _September, 2014.

ATTEST:

CITY OF STORM LAKE, IOWA

By: _____

By: _____

Its: _____

Its: _____

ACCEPTANCE AND AGREEMENT

Clarity Telecom, LLC hereby accepts this Resolution No. _____ (“Resolution”) and agrees to be bound by the terms and conditions of this Resolution and the terms and conditions of the Franchise referenced within the Resolution.

Dated this _____ day of _____ 2014.

CLARITY TELECOM, LLC

By: _____

Its: _____

SWORN TO BEFORE ME this
____ day of _____, 2014.

NOTARY PUBLIC



Moss & Barnett

REPORT

**Regarding the Proposed System Transfer
of Knology, Inc. to Clarity Telecom, LLC**

August 27, 2014

Submitted by:

Brian T. Grogan, Esq.
Yuri B. Berndt, Esq.

150 South Fifth Street
Suite 1200
Minneapolis, MN 55402
(P) 612-877-5000
(F) 612-877-5999
www.lawmoss.com

INTRODUCTION

This report has been provided by Moss & Barnett, a Professional Association, for the express purpose of evaluating a request from Knology, Inc. ("Knology") the current holder of the Cable Franchise ("Franchise") in the cities listed below to approve a proposed transfer of control ("transfer") of the Cable Franchise and Cable System to Clarity Telecom, LLC ("Clarity").

Moss & Barnett has been retained by the cities listed below (hereinafter collectively referred to as "City" or "Cities") to review FCC Form 394 ("Form 394") regarding the proposed sale of assets of Knology, Inc. d/b/a Wow! Internet, Cable and Phone ("Knology") to Clarity Telecom, LLC ("Clarity").

List of Cities

City of Storm Lake, Iowa
City of Luverne, Minnesota
City of Marshall, Minnesota
City of Pipestone, Minnesota
City of Slayton, Minnesota
City of Tracy, Minnesota
City of Worthington, Minnesota
City of Watertown, South Dakota

Pursuant to each City's Franchise, this proposed transfer to Clarity is prohibited without the written consent of the City. Federal law provides the City with a period of 120 days to examine the legal, technical and financial qualifications of the proposed transferee.

In addition to local franchise requirements, the following provision of Federal law governs the actions of the City in acting on the request for approval of the proposed transfer.

FEDERAL LAW

The Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996 ("Cable Act"), provides at Section 617 (47 U.S.C. § 537):

Sales of Cable Systems. A franchising authority shall, if the franchise requires franchising authority approval of a sale or transfer, have 120 days to act upon any request for approval of such sale or transfer that contains or is accompanied by such information as is required in accordance with Commission regulations and by the franchising authority. If the franchising authority fails to render a final decision on the request within 120 days, such request shall be deemed granted unless the requesting party and the franchising authority agree to an extension of time.

The Cable Act also provides at Section 613(d) (47 U.S.C. § 533(d)) as follows:

(d) Regulation of ownership by States or franchising authorities. Any State or franchising authority may not prohibit the ownership or control of a cable system by any person because of such person's ownership or control of any other media of mass communications or other media interests. Nothing in this section shall

be construed to prevent any State or franchising authority from prohibiting the ownership or control of a cable system in a jurisdiction by any person (1) because of such person's ownership or control of any other cable system in such jurisdiction, or (2) in circumstances in which the State or franchising authority determines that the acquisition of such a cable system may eliminate or reduce competition in the delivery of cable service in such jurisdiction.

Further, the Federal Communications Commission ("FCC") has promulgated regulations governing the sale of cable systems. Section 76.502 of the FCC's regulations (47 C.F.R. § 76.502) provides:

Time Limits Applicable to Franchise Authority Consideration of Transfer Applications.

- (a) *A franchise authority shall have 120 days from the date of submission of a completed FCC Form 394, together with all exhibits, and any additional information required by the terms of the franchise agreement or applicable state or local law to act upon an application to sell, assign, or otherwise transfer controlling ownership of a cable system.*
- (b) *A franchise authority that questions the accuracy of the information provided under paragraph (a) must notify the cable operator within 30 days of the filing of such information, or such information shall be deemed accepted, unless the cable operator has failed to provide any additional information reasonably requested by the franchise authority within 10 days of such request.*
- (c) *If the franchise authority fails to act upon such transfer request within 120 days, such request shall be deemed granted unless the franchise authority and the requesting party otherwise agree to an extension of time.*

FINANCIAL QUALIFICATIONS

I. Scope of Review

We have reviewed selected financial information provided by Knology, Inc., d/b/a WOW! Internet, Cable and Phone, a Delaware corporation (hereinafter referred to as "Knology"), and Clarity Telecom, LLC, a Delaware limited liability company (hereinafter referred to as "Clarity"), in conjunction with Knology's request for approval of the sale of certain assets to Clarity, which includes the cable system (the "System") serving the City (the "Transaction"). At the request of the City, Moss & Barnett, PA has reviewed selected financial information that was provided by Knology and Clarity.

The financial information that was provided or available through other public sources, and to which our review has been limited, consists solely of the following financial information (hereinafter referred to collectively as the "Financial Statements"):

1. FCC Form 394 "Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise," dated June 24, 2014, provided by Knology and Clarity along with such other exhibits as provided therewith (the "Application");

2. Asset Purchase Agreement by and among Kite Parent Corp., Knology of South Dakota, Inc., Knology Community Telephone, Inc., Knology of the Plains, Inc., Knology of the Black Hills, LLC, Black Hills Fiber Systems, Inc., Knology Condominium Association, Inc. and Clarity Telecom, LLC dated June 12, 2014 (the “Asset Purchase Agreement”);
3. Clarity’s Post-Transaction Forecasted Financial Information for the years ended December 31, 2014 and 2015;
4. Equity Financing Commitment Letter dated June 12, 2014 from Pamlico Capital III, L.P., a Delaware limited partnership, and Pamlico Capital III Executive Fund, L.P., a Delaware limited partnership, that provides for a \$75 million equity commitment;
5. Credit Facilities Commitment Letter dated June 12, 2014 from General Electric Capital Corporation, SunTrust Bank, SunTrust Robinson Humphrey, Inc. and GE Capital Markets, Inc. that provides for a \$175 million senior secured term and revolving loan facility;
6. Term Loan Facility Commitment Letter dated June 12, 2014 from Partners Group (USA) Inc. that provides for a \$40 million senior secured second lien term loan;
7. Form 10-Q for WideOpenWest Finance, LLC, the parent company of Knology, as filed with the Securities and Exchange Commission on August 8, 2014 for the fiscal quarter ended June 30, 2014; and
8. Such other information as we requested and that was provided by Knology and Clarity regarding the transfer.

Our procedure is limited to providing a summary of our analysis of the Financial Statements in order to facilitate the City’s assessment of the financial capabilities of Clarity to obtain, maintain and operate the System in the City.

II. OVERVIEW OF ASSET PURCHASE TRANSACTION

Knology and Clarity entered into an Asset Purchase Agreement that provides for Clarity’s acquisition of certain operating assets of Knology, including the System that serves the City.¹ Under the Asset Purchase Agreement, Clarity will acquire Knology’s Rapid City and Sioux Falls, South Dakota systems that also include systems located in southwestern Minnesota and northwestern Iowa.² The base Transaction value of the asset acquisition under the Asset Purchase Agreement is \$262 million.³

¹ Asset Purchase Agreement by and among Kite Parent Corp., Knology of South Dakota, Inc., Knology Community Telephone, Inc., Knology of the Plains, Inc., Knology of the Black Hills, LLC, Black Hills Fiber Systems, Inc., Knology Condominium Association, Inc. and Clarity Telecom, LLC dated June 12, 2014 (the “Asset Purchase Agreement”) at pp. 14-16.

² FCC Form 394 “Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise” dated June 24, 2014 provided by Clarity Telecom, LLC and Knology, Inc. (the “Application”) at Exhibit 1 entitled “Service Area.”

³ Form 10-Q for WideOpenWest Finance, LLC as filed with the Securities and Exchange Commission on August 8, 2014 for the fiscal quarter ended June 30, 2014 (“Form 10-Q”) at p 8.

The Asset Purchase Agreement provides for Clarity's payment of the purchase consideration to Knology at the closing.⁴ In addition to the cash purchase consideration, Clarity will assume certain of Knology's outstanding liabilities.⁵ Clarity will also incur and be responsible for expenses that are standard and customary in a transaction of this size and type.⁶

Clarity has obtained financing for the acquisition through new debt of \$215 million and equity financing of \$75 million.⁷ These facilities include a \$20 million revolving credit facility that can be used to fund future operations of Clarity.⁸ Clarity has provided us with a copy of its confidential equity and debt commitment letters that provide for its lenders' and equity holders' funding commitments.

Under the terms of the Asset Purchase Agreement, Knology and Clarity are entering into a Transition Services Agreement in which Knology has agreed to provide certain future services, including, but not limited to, internet and phone service, billing services, customer support, and network operations center related services.⁹ The costs of the services, unless otherwise stated in the Asset Purchase Agreement, must be reasonable.¹⁰ The specific cost and timeframe for this Transition Services Agreement and the services covered by this agreement were not specifically stated. Knology's existing technical, customer service and sales/management staff will become Clarity staff as part of the transaction and provide services in a similar capacity as previously provided.¹¹ After the Transaction, Knology and its affiliates will still have retained over 800,000 customers and provide cable services to the customers located in the Midwest and southeastern United States.¹² Clarity will be dependent upon the Knology services while the Transition Services Agreement is in place.

The Asset Purchase Agreement provides for an effective closing date after certain conditions and approvals as set forth in the Asset Purchase Agreement have been achieved or received, including approval by the Federal regulators and a certain portion of the local franchise authorities.¹³ Such conditions include the approvals and consents to transfer by local franchise authorities covering at least 29,070 of the approximately 52,000 active subscribers that are being acquired as part of the Transaction.¹⁴ The Transaction is expected to close on or about September 30, 2014.¹⁵ Clarity's debt and equity commitments terminate on or before

⁴ Asset Purchase Agreement at p. 17.

⁵ Id. at pp. 16-17.

⁶ Id. at p. 66.

⁷ Equity Financing Commitment Letter dated June 12, 2014 from Pamlico Capital III, L.P., a Delaware limited partnership, and Pamlico Capital III Executive Fund, L.P., a Delaware limited partnership, that provides for a \$75 million equity commitment; Credit Facilities Commitment Letter dated June 12, 2014 from General Electric Capital Corporation, SunTrust Bank, SunTrust Robinson Humphrey, Inc. and GE Capital Markets, Inc. that provides for a \$175 million senior secured term and revolving loan facility; and a Term Loan Facility Commitment Letter dated June 12, 2014 from Partners Group (USA) Inc. that provides for a \$40 million senior secured second lien term loan (collectively, the "Commitments").

⁸ Id.

⁹ Asset Purchase Agreement at Exhibit D.

¹⁰ Id.

¹¹ Correspondence from J. Keith Davidson, CFO of Clarity Telecom, LLC to Mr. Brian T. Grogan, Esq. of Moss & Barnett, PA dated July 31, 2014 (the "Clarity Correspondence").

¹² From 10-Q at pp. 5 and 24.

¹³ Asset Purchase Agreement at pp. 56-58.

¹⁴ Id. at p. 57.

¹⁵ Clarity Correspondence.

December 1, 2014.¹⁶ Clarity is subject to a \$14 million termination fee if the Transaction is not consummated under certain circumstances.¹⁷

III. OVERVIEW OF CLARITY

At the current time, Clarity is controlled by and owned one-third by each of the following individuals: James M. Gleason, J. Keith Davidson and Larry W. Eby.¹⁸ Each of these three individuals has extensive experience working in the cable television industry.¹⁹ After the equity infusion used as part of the Transaction, Pamlico Capital and certain other financing and lending partners will own, collectively, ninety-eight percent (98%) of Clarity.²⁰ Pamlico Capital is a private equity firm that was formed in 1988 that invests in growing lower middle market companies and has invested over \$3 billion since inception.²¹

Cable providers and telecommunication companies operate in a competitive environment and the financial performance of cable television operators, like Clarity and Knology, are subject to many factors, including, but not limited to, the general business conditions, incumbent operators, digital broadcast satellite service, technology advancements, employment issues, and customer preferences. Competition also arises from multiple sources, which provide and distribute programming, information, news, entertainment and other telecommunication services. The cable business is inherently capital intensive, requiring capital for the construction and maintenance of its communications systems. Each of these factors could have a significant financial impact on Clarity and its ability to acquire and continue to operate the System.

IV. FINDINGS

Clarity is a newly formed entity and does not have any historical operations. In analyzing an acquirer's financial operations, we typically review the acquirer's historical operations as this provides some insight on the acquirer's financial capabilities and stewardship. Since Clarity does not have any historical operations, we have reviewed Clarity's financial qualifications based upon its committed debt and equity financing, Clarity's projected financial information and Knology's historical operation of the System. Clarity provided us with its confidential forecasted financial information, including its projected annual revenue, net income and annual earnings before interest, taxes, depreciation, and amortization (commonly referred to as EBITDA) for a 2-year period after the acquisition of Knology's cable operations. This forecasted financial information is based upon Clarity's management's assertions and are confidential and proprietary to Clarity. Due to the confidential nature of the forecasted financial information, we are reporting our Findings hereunder without specific numeric reference to the forecasted financial information.

1. Analysis of Financial Statements. Neither federal law nor FCC regulations provide franchising authorities such as the City with any guidance concerning the evaluation of the financial qualifications of an applicant for a cable franchise. In evaluating the financial capabilities of Clarity and ability of Knology to continue to provide transition services for the System serving the City to the new owner, we believe a

¹⁶ Commitments.

¹⁷ Asset Purchase Agreement at p. 65.

¹⁸ Application.

¹⁹ Id. at Exhibit 6.

²⁰ Clarity Correspondence.

²¹ WOW! June 12, 2014 Press Release.

general review of the Clarity financial information and its ability to generate sufficient liquid cash to acquire and operate the System is appropriate and may provide some insight into the general current and ongoing financial position and operations of Clarity with respect to the Application.

The Clarity financial information discussed below includes all of the Clarity operations, including the non-cable television video services. We have analyzed Clarity's projected financial information as of December 31, 2014 and 2015 in providing the information in this Section. The assumptions used in the projected Clarity financial statements are stated as management's "30 years of experience in the industry, including slightly declining video subs, more so with hardline telephone, and growth in HSD and commercial customers. Expenses track inflation changes and trends historically, with retail rates for video only, increasing by programming cost increases, or slightly less, and most other rates remaining flat throughout."²² We have not independently verified the estimates and assumptions used in the Clarity financial information and are not providing any opinions as to these estimates and assumptions.

2. Specific Financial Statement Data and Analysis.

a. Assets. Clarity is projected to have net current assets and positive working capital as of the end of 2014 and 2015.²³ Working capital, which is the excess of current assets over current liabilities, is a short-term analytical tool used to assess the ability of a particular entity to meet its current financial obligations in the ordinary course of business. If Clarity's financial results are below its financial projections, Clarity would need to draw on its line of credit facility, or generate or locate other sources of funds to have sufficient cash to fund its ongoing operations. Clarity's projected current ratio (current assets divided by current liabilities) as of December 31, 2014 is greater than 1:1, which exceeds the generally recognized standard of 1:1 for a sustainable business operation.²⁴

b. Liabilities and Net Equity. As part of the acquisition, Clarity has received debt and equity commitments that will be used for the Transaction. The equity commitment includes an annual preferred return of eight percent (8%). This return is an additional cost of the capital and will have a significant impact on Clarity's available cash flow. In the near term, Clarity has the ability to accrue this preferred return. Clarity's projected financial statements include the accrual of this preferred return in 2014 and 2015.²⁵ The new debt will require Clarity to generate cash flow, including through the acquired operations, to fund its debt service. Clarity has obtained a commitment for a \$20 million revolving credit facility with its new lending arrangement to cover short-term cash flow requirements. This available credit should allow Clarity to fund its near-term operations if Clarity experiences operational cash flow deficiencies.

c. Income and Expense. Clarity is projecting that its operations will generate net income and positive cash flow in 2014 and 2015. Interest, along

²² Clarity Correspondence.

²³ Clarity Correspondence – Attached Financial Information.

²⁴ Id.

²⁵ Id.

with the preferred equity return, will significantly reduce the amount of available cash flow from operations. Changes in the projected expenses or in the other net income assumptions would impact this projected net income. After the Transaction, Clarity will be highly leveraged, which may reduce its ability to withstand prolonged adverse business conditions. An increase in the applicable interest rates or a default in a loan term or covenant could substantially hinder Clarity's ability to maintain its current cash flow rates, reduce its projected EBITDA and prevent Clarity from further expansion, acquisitions or debt refinancing/renewals. In order to maintain the continued viability of Clarity after the Transaction, Clarity will need to generate significant cash flow from operations or other sources to meet its operations, capital improvements, preferred equity return and debt funding obligations.

V. SUMMARY

Using the FCC Form 394 to establish an absolute minimum standard of financial qualifications that a proposed applicant must demonstrate in order to be qualified as the owner of the System, Clarity has the burden of demonstrating to the City's satisfaction that Clarity has 'sufficient net liquid assets on hand or available from committed resources' to consummate the Transaction and operate the System acquired thereunder, together with its existing operations, for three (3) months. This minimum standard is not easy to apply to a newly formed entity without historical operations.

Based solely on Clarity's debt and equity commitments and the financial information that we reviewed, Clarity has sufficient commitments to consummate the Transaction and operate the System (based solely upon the debt and equity commitments to Clarity). Based on the foregoing and limited strictly to the financial information analyzed in conducting this review, we do not believe that Knology's request for transfer of the System can reasonably be denied based solely on a lack of financial qualifications of Clarity if the financing and equity committed under the debt and equity commitment letters, confidentially provided to us, is obtained (the failure to obtain the debt and equity committed to Clarity would almost certainly result in the termination of the Asset Purchase Agreement and proposed System transfer).

In the event the City elects to proceed with approving the proposed transfer of control, the assessment of Clarity's financial qualifications should not be construed in any way to constitute an opinion as to the financial capability or stability of Clarity to (i) operate the System with respect to the franchise agreement and applicable ordinance, (ii) operate its other operations, or (iii) successfully consummate the Transaction as contemplated in the Asset Purchase Agreement. The sufficiency of the procedures used in making an assessment of Clarity's financial qualifications and its capability to become the owner of the System is solely the responsibility of the City. Consequently, we make no representation regarding the sufficiency of the procedures used either for the purpose for which this analysis of financial capabilities and qualifications was requested or for any other purpose.

Staff Summary

9/2/2014
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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Approving Crossing Closure Agreement With CN Railroad**

BACKGROUND: For over a year and a half the City has been working with the Chicago, Central & Pacific Railroad (also known as CN Railroad) on a multi issue agreement. Both parties have agreed to the latest draft which is attached and includes the following components:

1. The closing of four street crossings within the City of Storm Lake. These four vehicular crossings include: Gilbert Street, Hudson Street, Barton Street, and Ontario Street.
2. The closing of pedestrian crossings at the following locations:
 - Seneca Street - The street crossing was closed several years ago
 - College Ave - The street crossing was closed several years ago
 - Grand Ave - The street crossing was closed several years ago
 - Hudson Street - The street crossing is proposed closed in this agreement
 - Ontario Street - The street crossing is proposed closed in this agreement
 - Otsego Street - This is ONLY the east portion of what is two existing crossings on the east side of West 5th Street. The other crossing would remain.
3. The City will retain all rights to locate the existing infrastructure that is located under the railroad lines at the closing locations.
4. The City will lease to the Railroad a building and some adjacent land at it's Memorial Facility (former wastewater plant) for 99 years. The facility will become their base for operations and storage facility.
5. CN Railroad will provide to the City two leases for permanent

location of two drainage culverts to be located under the railroad tracks. The Railroad will provide for flagging cost for the installation of the two culverts at no cost to the City of Storm Lake. Estimated value - \$10,000.

6. CN Railroad will provide the City with a payment of \$100,000 (\$25,000 each for each of the four street closings).

7. CN Railroad will transfer to the City of Storm Lake title to three parcels of property currently owned by the railroad located in downtown Storm Lake. These parcels are located between Lake Avenue and Cayuga Street and are adjacent to the railroad track.

8. CN will relocate the existing signals and crossing arms that are located at the Ontario Street crossing at this time to the Oneida Street crossing which is not signalized at this time. CN agrees to apply for Section 130 funding to pay for the move and to pay the 10% match required for the Section 130 program.

The full agreement is attached to the staff summary for Council's review.

There is a significant process involved in this comprehensive agreement. While this agenda item is a motion of approval of the agreement, the agreement is contingent upon the approval of the formal lease between the City and the Railroad and the approval of the closings which has to be done by Ordinance.

An additional item on this agenda will set forth two public hearings related to this agreement one regarding the lease and one regarding the passage of an ordinance that would facilitate the vacation of the right-of-way across the tracks and thus the closings. If the Council would not approve the closings or the lease this agreement would be void.

FISCAL IMPACT:

Per the agreement the City will have the cost for closing the four street and five sidewalk crossings including the removal of the concrete and placement of signage. Materials for this work are estimated to be in the \$2,000 range plus staff time.

The CN Railroad will pay to the City \$100,000. \$70,000 of that amount will be allocated to the Expansion Blvd Storm Water Project to cover the cost of the installation of a 36" culvert under the railroad tracks as part of that project.

The City will also apply for additional funding from the Iowa Department of Transportation to help cover costs associated with the closing of the crossings.

RECOMMENDATION:

Approval of the Motion

ATTACHMENTS:

Description

Type

📄 Closing Agreement

Contract

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

9/2/2014
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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 36-R-2014-2015 Setting Public Hearing On Proposed Vacation Of Certain Street & Sidewalk Railroad Crossings Within The Right Of Way Of The Chicago, Central, & Pacific Railroad Company**

BACKGROUND: The first step in the process of closing street and sidewalk crossings is to set a public hearing on the vacation of the right-of-way that allows for the existence of the street and sidewalk crossings.

The attached resolution for the City Council's consideration will set October 6, 2014 as the date and time in which the public can be present to be heard regarding the proposed vacation of the right-of-way for closing related to the following intersections:

- Gilbert Street
- Hudson Street
- Seneca Street (sidewalk only)
- Otsego Street (east sidewalk only)
- College Avenue (sidewalk only)
- Grand Avenue (sidewalk only)
- Barton Street
- Ontario Street

If approved the City Council will hold a public hearing on this topic at 5:00PM CST at City Hall. Following approval of the notice the City Clerk will cause to be published the notice as required by Iowa Code and also to provide certified notice as required by Iowa Code.

FISCAL IMPACT: The cost of publication is estimated to be about \$100 and the cost of providing the certified notices is estimated to be in the range of \$300.00.

RECOMMENDATION: Adopt Resolution No. 36-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 36-R-2014-2015	Resolution

RESOLUTION NO. 36-R-2014-2015

RESOLUTION SCHEDULING PUBLIC HEARING ON PROPOSED VACATION OF CERTAIN STREET AND SIDEWALK RAILROAD CROSSINGS WITHIN THE RIGHT OF WAY OF THE CHICAGO, CENTRAL, & PACIFIC RAILROAD COMPANY

WHEREAS, on October 6, 2014, the City of Storm Lake, Iowa will consider an Ordinance on first reading that, if enacted, would officially and permanently close and vacate 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

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

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

1. The City of Storm Lake shall hold a hearing to consider vacating and closing the street crossings and pedestrian sidewalk crossings set forth above within the railroad right-of-way of the Chicago, Central, & Pacific Railroad Company in Storm Lake, Iowa. The hearing on the proposed vacation and closing will be held during the meeting of the City Council in the Council Chambers at City Hall, Storm Lake, Iowa commencing at 5:00 p.m. on the 6th day of October, 2014, at which hearing the City Council will hear both those who oppose and those who favor the proposal.

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

Passed and approved this 2nd day of September, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

9/2/2014
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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 37-R-2014-2015 Proposing Lease Of Real Estate In An Urban Renewal Area To Chicago, Central & Pacific Railroad Company & Providing Notice To The Public**

BACKGROUND: As part of the railroad Crossing Closure Agreement with the CN Railroad the City will be leasing to the CN Railroad a parcel of land and a storage building located at the City's Memorial facility for a period of 99 years. The property is located within the City's Industrial Urban Renewal Area.

Pursuant to Iowa Code the lease or sale of land in an Urban Renewal Area by the local government must provide for the notice of and the holding of a public hearing within the requirements published in the Iowa Code.

This resolution will set a public hearing on the proposed lease, prior to formal action on the City Council's part, for 5:00PM CST on November 3, 2014.

Upon passage of this resolution the City Clerk will cause to be published notice of this proposed lease in the local paper as required by Iowa Law.

FISCAL IMPACT: Cost of the publications associated with the notice is estimated at \$200.00.

RECOMMENDATION: Adopt Resolution No. 37-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 37-R-2014-2015	Resolution

RESOLUTION NO. 37-R-2014-2015

RESOLUTION PROPOSING LEASE OF REAL ESTATE IN AN URBAN RENEWAL AREA TO CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY AND PROVIDING NOTICE TO THE PUBLIC

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

A PART OF LOT TWO (2) IN THE SECOND AUDITOR'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER (W ½ SE ¼) OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest (SW) corner of the Southeast Quarter (SE ¼) of said Section 2; Thence South 89° 36' 30” East, along the South line of said Southeast Quarter (SE ¼) 1267.21 feet to the West line of the former Chicago, Milwaukee, St. Paul & Pacific Railroad right-of-way; Thence North 15° 39' 39" West, along said West line, 999.76 feet to the Point of Beginning. Thence continuing North 15° 39' 39" West, along said West line, 175.00 feet to a point lying 100.00 feet normal distant southerly from the centerline of the Chicago, Central, & Pacific Railroad Company's mainline track; Thence North 76° 20' 15” West, parallel with said mainline track, 420.00 feet; Thence South 00° 15' 28” West, 205.60 feet; Thence South 76° 20' 15" East, 370.00 feet; Thence North 75° 21 ' 12" East, 100.00 feet to the Point of Beginning.

Tract contains 2.01 acres and is subject to all easements of record.

(The local address of the leased premises being: 225 Memorial Drive, Storm Lake, IA 50588)

(the “Real Estate”).

WHEREAS, Chicago, Central & Pacific Railroad Company (“CCP”) wishes to lease the Real Estate and improvements thereon from the City for a period of ninety-nine years for storage of railroad equipment, signs, and structural parts, offices for employees, and other railroad purposes, in consideration of the payment of one dollar per year rent and, in addition, the conveyance by CCP to the City of three tracts of land legally described as follows:

DESCRIPTION - TRACT 1

A PART OF THE CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY'S STATION GROUNDS IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW $\frac{1}{4}$ NE $\frac{1}{4}$) OF SECTION 3, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the intersection of the East line of Lake Avenue and the South line of Railroad Street in the City of Storm Lake; Thence South 67° 52' 33" East, along the South line of Railroad Street, 68.00 feet to the Point of Beginning. Thence continuing South 67° 52' 33" East, along said South line, 285.27 feet to the West line of a tract of land previously described in document number 101051 in the office of the Buena Vista County recorder; Thence South 22° 11' 00" West, along said West line, 100.38 feet; Thence North 67° 48' 50" West, along a line parallel to and 50.00 feet normal distant northeasterly from the Chicago Central and Pacific Railroad Company's mainline track for a distance of 313.58 feet to the East line of Lake Avenue; Thence North 00° 32' 15" East, along said East line, 32.14 feet to the South line of a tract previously described in document number 102086; Thence South 67° 29' 15" East, along said South line, 68.18 feet to the East line of said tract; Thence North 00° 32' 15" East, along said East line, 75.94 feet to the Point of Beginning.

Tract contains 0.66 Acres and is subject to all easements of record.

DESCRIPTION - TRACT 2

A PART OF THE CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY'S STATION GROUNDS IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW $\frac{1}{4}$ NE $\frac{1}{4}$) OF SECTION 3, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the intersection of the West line of Cayuga Street and the South line of Railroad Street in the City of Storm Lake; Thence North 67° 48' 59" West, along the South line of Railroad Street, 129.80 feet to the East line of tracts of land previously described in document number 101051 and in Book 49, Pages 812-813 in the office of the Buena Vista County Recorder; Thence South 22° 11' 00" West, along the East line of said Tracts, 100.38 feet; Thence South 67° 48' 50" East, along a line parallel to and 50.00 feet normal distant northeasterly from the centerline of Chicago, Central & Pacific Railroad Company's mainline track for a distance of 169.84 feet to the West line of Cayuga Street; Thence North 00° 26' 26" East, along said West line, 108.08 feet; to the Point of Beginning.

Tract contains 0.35 Acres and is subject to all easements of record.

DESCRIPTION - TRACT 3

A PART OF THE CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY'S STATION GROUNDS IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW ¼ NE ¼) OF SECTION 3, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the intersection of the West line of Cayuga Street and the North line of Bair Street in the City of Storm Lake; Thence North 67° 48' 50" West, along the North line of Bair Street, 350.00 feet to the Point of Beginning. Thence continuing North 67° 48' 50" West, along said North line, 253.69 feet to the East line of Lake Avenue; Thence North 00° 32' 15" East, along said East line, 68.86 feet; Thence South 67° 48' 50" East, along a line parallel to and 50.00 feet normal distant southwesterly from the centerline of Chicago Central and Pacific Railroad Company's mainline track for a distance of 279.09 feet to the West line of a tract of land previously described in document number 083147 in the office of the Buena Vista County recorder; Thence South 22° 11' 10" West, along said West line, 64.00 feet; to the Point of Beginning.

Tract contains 0.39 Acres and is subject to all easements of record.

WHEREAS, CCP is required by the terms of the proposed Lease to maintain the Real Estate at CCP's expense.

WHEREAS, the City will not enter into the lease of the Real Estate with CCP unless the City first vacates certain street and pedestrian crossings within the CCP track right-of-way at intersections set forth in a Crossing Closure Agreement (the "Agreement") approved by the City September 2, 2014, which vacation is not required by the Agreement to occur and will not occur unless and until approved by the City Council after a public hearing is held on the proposed vacation following due, proper, and legal notice of the hearing given to the public.

WHEREAS, under the Agreement, if the City decides to vacate, and does vacate, such crossings, and if the City leases the Real Estate to CCP on the terms specified above, CCP is

required to pay the City \$100,000.00 and the City also will be eligible for additional Closure Incentive Payments provided by the Iowa Department of Transportation. If the City elects not to vacate the crossings, the City will not lease the Real Estate to CCP and will not receive the \$100,000.00 payment from CCP or the Closure Incentive Payments from the Iowa Department of Transportation.

WHEREAS, the funds conditionally payable by CCP to the City under the Agreement, if received, will be used by the City to pay for the construction of certain drainage improvements in Storm Lake Industrial Park Urban Renewal Area.

WHEREAS, the proposed use of the Real Estate by CCP is in accordance with the urban renewal plan for the Storm Lake Industrial Park Urban Renewal Area, which includes the Real Estate.

WHEREAS, the City Council believes the long-term lease of the Real Estate on the terms and conditions specified herein would be in the best interests of the City, subject, however, to receiving such additional information as residents of the City may provide to the Council and subject to receiving from other interested persons alternative proposals to redevelop or rehabilitate the Real Estate, which is a part of Storm Lake Industrial Park Urban Renewal Area.

NOW, THEREFORE, be it hereby resolved that the City of Storm Lake, Iowa does hereby propose to lease the Real Estate to CCP for the consideration previously set forth in this Resolution, under the conditions set forth in this Resolution, and for the rehabilitative purposes described above. It is further resolved that this Resolution shall be deemed notification of the City of Storm Lake's intention to accept the proposal of CCP described above, pursuant to Iowa Code Section 403.8(2)(a).

It is further resolved that this proposal shall be scheduled for public hearing at the

Council Chambers at City Hall at the regular council meeting scheduled for November 3, 2014, at 5:00 p.m. The City Clerk is further directed to have a copy of this Resolution published in the Storm Lake Pilot Tribune or Storm Lake Times on a date not less than four (4) days nor more than twenty (20) days prior to said meeting.

It is further resolved that the City Clerk, thirty or more days before the November 3, 2014 meeting, shall cause to be published a public notice in either of the above-mentioned newspapers a) inviting proposals from persons interested in undertaking to redevelop or rehabilitate the Real Estate, which proposals shall be made within thirty days after the date of publication of the notice; and b) informing the public that further information available may be obtained at City Hall, 620 Erie Street, Storm Lake, Iowa 50588.

Passed and approved this 2nd day of September, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

9/2/2014

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: James H. Patrick, City Manager

SUBJECT: Resolution No. 38-R-2014-2015 Accepting Change Order #4 To FEMA Contract #4, Lift Stations

BACKGROUND: As a result of significant rainfall this summer and the runoff in the vicinity of Lift Station 2-1 on Vestal Road the high water mark was 1.5 feet higher than anticipated. This variation was caused by silt fence holding some water back and the DD25 swell being re-graded to its original profile. The top of slab elevations of the transformer pad, control building pad, and generator pad are approximately 0.6 feet to 0.7 feet below the actual high water mark.

The transformer pad, control building, and standby generator should be adequately protected from localized flooding. The contractor has poured the footings for these three pads. The contractor has not yet poured the pads.

The engineer recommends that the pad elevations be raised by 1.5 feet. This can be accomplished by pouring an extension of the vertical wall of the footings and raising the base elevation of the pad. This change will require some modification of the reinforcing steel and some additional formwork and concrete work by Eriksen Construction, Inc. The benefit of raising the three pads is it places these more vulnerable components of the pump station approximately 0.8 feet above the observed high water level. This change order would increase Contract #4 by \$10,110.13 and extend the contract seven days.

Eriksen Construction would like to start on this change order this coming week. The engineer just sent the formal change order to Eriksen Construction last Thursday for their signature. Respectfully request Council consideration of this change order contingent on receiving the signed change order.

FISCAL IMPACT: Change Order # 4 increases the contract by \$10,110.13 of which FEMA and Homeland Security pays 85% and the City pays 15%. This brings the total contract to \$3,798,754.13.

RECOMMENDATION:

Approve Change Order #4 for FEMA Contract #4 contingent upon receiving a signed copy of the Change Order from Eriksen Construction.

ATTACHMENTS:

Description

Type

☐ Resolution No. 38-R-2014-2015

Resolution

RESOLUTION NO. 38-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 Eriksen Construction Co., Inc. for the Sanitary Sewer System Mitigation Project – Contract 4 – Lift Stations, to compensate the contractor for the cost of raising the base elevation 1.5 feet for the transformer pad, control building pad, and generator pad for Lift Station 2-1 and extend the contract seven days.

Total cost for Change Order No. 4 is an increase of \$10,110.13 to the contract and extend the contract seven days. Total contract cost after Change Order No. 4 is \$3,798,757.13.

PASSED AND APPROVED this 2nd day of September, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

9/2/2014
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: James H. Patrick, City Manager

SUBJECT: Study Session - Tour Of Waste Water Treatment Facility

BACKGROUND: FEMA Contract #5 is approximately 65% complete. By the end of September much of the new plant additions should come on line. Before the activation, staff would like to invite Council to tour the facilities to see the improvements and new processes.

FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Enjoy the tour.