

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
AUGUST 18, 2014
5:00 PM**



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

AGENDA

1. Hear the Public
2. Consent Agenda
 - A. Approve Consent Agenda
 - B. Buy Local Information
 - C. Motion Authorizing A Noise Variance For The 2014 BVRMC AWARE Walk/Run
 - D. Approval Of Easement For Speed Bump Signs
3. Motion Authorizing A Noise Variance For Welcome Back Activities At Buena Vista University
4. Resolution No. 30-R-2014-2015 Authorizing The Use Of Awaysis Park, Parking Lot Closure, Noise Variance, Permits & Related Requests To The 2014 Step Up Running Event
5. Public Hearing For Re-Zoning Request For City Of Storm Lake
6. Ordinance No. 02-O-2014-2015 Approving Re-Zoning Request For City Of Storm Lake
7. Public Hearing Re-zoning Request 101 College, City Of Storm Lake
8. Ordinance No. 03-O-2014-2015 Approving Re-zoning Request 101 College, City of Storm Lake
9. Motion To Approve Contract With Certified Testing Services For Geotechnical Exploration Services For The Hwy 7 Widening Project
10. Motion To Approve The Engineering Agreement With Bolton & Menk For Engineering Plans For Watermain Replacement On Hwy 7
11. Motion Approving Memorandum Of Understanding With IDNR For ReLeaf Program
12. Resolution No. 31-R-2014-2015 Approving Contract For Storm Lake 3rd Addition Utilities
13. Resolution No. 32-R-2014-2015 Approving Change Order #1 To Storm Lake 3rd Addition Utilities Project
14. Consideration Of Replacement Of Window
15. Motion To Approve Contract With Certified Testing Services For Geotechnical Exploration Services For Expansion Blvd. Storm Water Project
16. Closed Session Reference Iowa Code Chapter 21.5 (g)
17. Closed Session Reference Iowa Code Chapter 21.5 (c)
18. 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

8/18/2014
Agenda Item # A.



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

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Sunrise Pointe Golf Course bills for approval
- Approve August 4, 2014 City Council Minutes
- Change the date of the first meeting in September from Monday, September 1, 2014 to Tuesday, September 2, 2014
- Approve a temporary outdoor service area for Puff's effective August 23, 2014 (pending dram shop insurance)
- Approve a 5-day liquor license for the Buddhist Temple located at 6018 Rothmoor Road effective August 30, 2014
- Approve the liquor license renewal for Storm Lake Bowl
- Approve noise variance for the 2014 AWARE Walk (see attached staff summary)
- Approve easements for speed bumps (see attached staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$1,131,925.00
- King's Pointe Bills - \$294,702.12
- Sunrise Pointe Golf Course Bills - \$8,048.67

The City will receive the following revenues:

- Liquor license renewal - \$882.50

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
List of Bills	List of Bills
List of Bills - King's Pointe & Sunrise Pointe	List of Bills
Minutes - August 4, 2014	Minutes
Storm Lake Bowl - Liquor Report	Backup Material

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

Checks for Approval Report

From: 08/05/14 To 08/18/14
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00551.08.2014 Aflac Pretax	50.17
AFLAC	PR Batch 00551.08.2014 Aflac After tax	54.06
AFLAC	PR Batch 00552.08.2014 Aflac Pretax	489.44
AFLAC	PR Batch 00552.08.2014 Aflac After tax	182.16
City of Storm Lake	PR Batch 00552.08.2014 Dental employee/child	5.64
City of Storm Lake	PR Batch 00552.08.2014 Dental insurance employee c	19.60
City of Storm Lake	PR Batch 00552.08.2014 Dental employee/spouse	20.00
City of Storm Lake	PR Batch 00552.08.2014 Dental insurance family	85.00
City of Storm Lake	PR Batch 00552.08.2014 125 Flexible Benefits	653.98
City of Storm Lake	PR Batch 00552.08.2014 Health Insurance Family	1,899.10
City of Storm Lake	PR Batch 00552.08.2014 Health Insurance Single	402.04
City of Storm Lake	PR Batch 00551.08.2014 Dental insurance employee c	2.12
City of Storm Lake	PR Batch 00551.08.2014 Dental employee/spouse	10.85
City of Storm Lake	PR Batch 00551.08.2014 Dental insurance family	27.66
City of Storm Lake	PR Batch 00551.08.2014 125 Flexible Benefits	209.57
City of Storm Lake	PR Batch 00551.08.2014 Flex- Child Care	20.83
City of Storm Lake	PR Batch 00551.08.2014 Health Insurance Family	587.80
City of Storm Lake	PR Batch 00551.08.2014 Health Insurance Single	45.84
Collection Services Center	PR Batch 00551.08.2014 Child Support Payments to I	325.00
Collection Services Center	PR Batch 00552.08.2014 Child Support Payments to I	230.86
Conseco Health Insurance Co	PR Batch 00552.08.2014 Cancer Pre Tax Insurance	58.30
EFTPS	PR Batch 00552.08.2014 Federal Income Tax	11,239.62
EFTPS	PR Batch 00552.08.2014 FICA Employee Portion	4,719.42
EFTPS	PR Batch 00552.08.2014 FICA Employer Portion	4,719.42
EFTPS	PR Batch 00552.08.2014 Medicare Employee Portion	1,622.33
EFTPS	PR Batch 00552.08.2014 Medicare Employer Portion	1,622.33
EFTPS	PR Batch 00551.08.2014 Federal Income Tax	3,937.98
EFTPS	PR Batch 00551.08.2014 FICA Employee Portion	1,756.94
EFTPS	PR Batch 00551.08.2014 FICA Employer Portion	1,756.94
EFTPS	PR Batch 00551.08.2014 Medicare Employee Portion	501.60
EFTPS	PR Batch 00551.08.2014 Medicare Employer Portion	501.60
ICMA Retirement Trust 457	PR Batch 00551.08.2014 ICMA	1,100.00
ICMA Retirement Trust 457	PR Batch 00551.08.2014 ICMA City Paid	529.18
ICMA Retirement Trust 457	PR Batch 00551.08.2014 ICMA City paid for Police	432.81
ICMA Retirement Trust 457	PR Batch 00552.08.2014 ICMA	885.00
Iowa Public Employees	PR Batch 00552.08.2014 IPERS	4,267.42
Iowa Public Employees	PR Batch 00552.08.2014 IPERS City Share	6,404.66
Iowa Public Employees	PR Batch 00551.08.2014 IPERS	1,417.93
Iowa Public Employees	PR Batch 00551.08.2014 IPERS City Share	2,128.10
ITT Hartford AMS RPVA	PR Batch 00551.08.2014 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00552.08.2014 457 Hartford	225.00
KU KAW	Reissue Check #44926	160.00
Muni Fire/Police Retire	PR Batch 00552.08.2014 Muni Police/Fire Pension	3,114.13
Muni Fire/Police Retire	PR Batch 00552.08.2014 Muni Police/Fire Pension Ci	10,074.52
Muni Fire/Police Retire	PR Batch 00551.08.2014 Muni Police/Fire Pension	534.26
Muni Fire/Police Retire	PR Batch 00551.08.2014 Muni Police/Fire Pension Ci	1,728.39
Teamsters Local Union 554	PR Batch 00552.08.2014 Union Dues	296.00
Treasurer State Of Iowa	PR Batch 00552.08.2014 State Income Tax	4,183.04
Treasurer State Of Iowa	PR Batch 00551.08.2014 State Income Tax	1,716.64

UNAVAILABLE

Department Total = 77,055.28

Police Department

Alliant Energy	Gas Service June/July 2014	265.97
Alta Body Shop	Towing Services	1,800.00
Buena Vista Regional Medical Center	Mandatory Abuse Training- 21 Participants	210.00

City of Storm Lake
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Checks for Approval Report

From: 08/05/14 To 08/18/14
User: tyler.gibbins

Buena Vista Stationery & Print Inc	Office Supplies	3.79
Buena Vista Stationery & Print Inc	Office Supplies	31.98
Buena Vista Stationery & Print Inc	Envelopes	229.60
Buena Vista Stationery & Print Inc	Tow Sheets	159.60
Custodian of Petty Cash	SLPD Postage	22.44
Custodian of Petty Cash	SLPD Postage	8.32
Erskine Todd	IACP 2014 Plane Ticket & Registration	624.20
Evertex Inc	Cell Phone Service Aug 2014	232.90
Genesis Development	July 2014 Janitorial Services	600.00
Genesis Development	July 2014 Janitorial Carpet Cleaning Services	150.00
Graham Tire	Tire Repair P-4	17.00
Graham Tire	Tire Repair P-13	17.00
Iowa Lakes Electric Cooperative	Electric Services- July 2014	71.52
Iowa Office Supply Inc	Copier Maintenance Agreement	102.56
Iowa Police Chiefs Assc	2014 Law Enforcement Leadership Series Registration	100.00
Jack's Uniforms & Equipment	Battery Sticks	190.69
Julius Dennis R.	Alterations- Lundberg	12.00
Lundberg Jeffery	Reimbursed Tickets for IACP 2014	278.70
Mid States Organized Crime	Training Conference- 8/19/2014- Younie	195.00
MidAmerican Energy Company	Electric Service Jun/July 2014	1,184.56
Nepple Electric Inc	220V Installation for Computer	436.22
Pepperball/ATO Systems	Hartwell- Training	300.00
Rasmussen's	Bulb	297.84
Rasmussen's	Repairs to P-17	1,427.24
Rasmussen's	Repairs to P-11	71.32
Rasmussen's	Repairs to P-4	230.41
Rasmussen's	Repairs to P-16	31.03
Rasmussen's	Repairs to P-12	31.03
Rasmussen's	Brake Inpection to P-12	20.98
Rasmussen's	Alternator to P-12	692.27
Rebnord Technologies Inc	Repairs to Printer	139.95
Seiler Jerald J	Services	76.07
Star Energy, LLC	Fuel July 2014	5,351.20
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	2,585.06
Storm City Auto Parts	Supplies	181.43
Wede's Lock Service Joe	Repair Lock on Office South Door	45.00
Wide Open West	Phone Service August 2014	289.70

Police Department **Department Total =** 18,714.58

Park Ranger

Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	23.57
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Park Ranger **Department Total =** 23.57

Fire Department

Alliant Energy	Gas Service June/July 2014	29.72
Alpha Wireless	Replaced Batteries	14.80
Central Iowa Distributing, Inc	Cleaning Supplies	41.60
Evertex Inc	Cell Phone Service Aug 2014	51.49
Feld Equipment Company, Inc Ed M	Firebox	127.50
Firehouse Magazine	FY2015 Subscription	29.95
Havens & Havens	July 2014 Legal Services	965.25
Havens & Havens	July 2014 Legal Services	88.00
Helens Commercial Laundry	Laundry Services	86.50
Midwest Breathing Air LLP	Air Quality Test	481.00
Rohr Manufacturing Services, Ltd	Recharge Extinguisher	30.80

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Stanton Electric, Inc	Lamps (2)	24.60
Star Energy, LLC	Fuel July 2014	319.90
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	4,802.91
Toyne Inc	Replaced Mechanical Seal Engine 75	2,170.80
Toyne Inc	Pump Drain Seal Kit Engine 75	96.58
Wide Open West	Phone Service August 2014	49.99
Fire Department	Department Total =	9,411.39
Building Official		
Evertex Inc	Cell Phone Service Aug 2014	27.66
Hinrickson Al	Lead Painting Training- Swanson	150.00
Hinrickson Al	Lead Painting Training- Olesen	150.00
Star Energy, LLC	Fuel July 2014	137.54
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	133.90
Storm Lake Ace Hardware Inc	Supplies	6.98
Storm Lake Times The	July 2014 Publications	10.60
Storm Lake Times The	July 2014 Publications	7.20
Storm Lake Times The	July 2014 Publications	12.40
Storm Lake Times The	July 2014 Publications	14.20
Wide Open West	Phone Service August 2014	74.99
Building Official	Department Total =	725.47
Animal Care		
Lake Animal Hospital	Board & Disp Dogs & Cats	980.00
Animal Care	Department Total =	980.00
Police Special Revenues		
Bauer John M	Iowa Dare Conference- 8/5/2014- Carroll- Bauer	30.00
Police Special Revenues	Department Total =	30.00
Law Enforcement		
Buena Vista Co Attorney	Court Case 8/5/2014	564.99
Electronic Engineering	Lights & Siren Installation	978.00
Iowa Dept of Justice Attorney General's Office	Court Cases	350.31
Law Enforcement	Department Total =	1,893.30
Roadway Maintenance		
AG Partners	Finance Charge	3.06
AG Partners	Roundup Weed Killer	86.63
Alliant Energy	Gas Service June/July 2014	142.15
Bomgaars Supply, Inc	Sledge Hammer	32.99
Bomgaars Supply, Inc	Caulk	17.67
Bomgaars Supply, Inc	Barrell Pump	28.99
Bomgaars Supply, Inc	Bug Spray	13.98
Bomgaars Supply, Inc	Rake & Forks	86.97
Bomgaars Supply, Inc	Hook & Turnbuckle	11.98
Bomgaars Supply, Inc	Trimmer Line	14.99
Central Bank	Stencil for Handicap Parkings	152.00
Crescent Electric Supply Co	Supplies	17.17

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Deere Credit Inc	Blade & Freight	131.63
Diversified Inspections	Inspection Services	852.80
Evertex Inc	Cell Phone Service Aug 2014	13.83
Healy John J.	Vilas Street Subdrain Installation- Payment #2 (Final)	1,181.66
I&S Group, Inc.	Lake Ave Trail Services	596.25
I&S Group, Inc.	W 5th Street Engineering Services	18,384.15
MidAmerican Energy Company	Electric Service Jun/July 2014	527.86
Occupational Medicine at Riverside UnityPoint Clinic	Preemployment & CDL Data Testing	74.00
Smith Concrete Service Inc	Concrete	288.75
Smith Concrete Service Inc	Concrete	787.50
Smith Concrete Service Inc	Concrete	525.00
Smith Concrete Service Inc	Concrete	236.25
Smith Concrete Service Inc	Concrete	252.25
Smith Concrete Service Inc	Concrete	236.25
Smith Concrete Service Inc	Concrete	603.75
Smith Concrete Service Inc	Concrete	630.00
Smith Concrete Service Inc	Concrete	735.00
Smith Concrete Service Inc	Concrete	183.75
Star Energy, LLC	Fuel July 2014	1,987.73
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	950.55
Storm Lake Ace Hardware Inc	Supplies	28.92
Storm Lake Ace Hardware Inc	Paint Supplies	29.94
Trimark Physicians Group	Physical- Ortman	148.00
Wide Open West	Phone Service August 2014	54.90

Roadway Maintenance

Department Total = 30,049.30

Street Lighting

MidAmerican Energy Company	Electric Service Jun/July 2014	10,605.45
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Street Lighting

Department Total = 10,605.45

Snow Removal

Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	365.12
Telvent DTN, Inc	Services Aug 2015 to Nov 2015	645.00

Snow Removal

Department Total = 1,010.12

Airport

Bomgaars Supply, Inc	Pump	539.99
Buena Vista Co Treasurer	Property Taxes- 2013- Pickinke Property	158.00
Buena Vista Co Treasurer	Property Taxes- 2013- Foell Property	272.00
Century Link	Phone Services	135.66
Eastern Aviation Fuels, Inc	Jet A Fuel 7/22/2014	25,332.76
Eastern Aviation Fuels, Inc	AV Gas 7/22/2014	39,033.23
Iowa Dept of Natural Resources	Storm Water Discharge Permit FY 2015 Airport	175.00
MidAmerican Energy Company	Electric Service Jun/July 2014	592.30
Sioux Equipment Co Inc	Calibration of Meters	943.72
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	33.99

Airport

Department Total = 67,216.65

Library

Alliant Energy	Gas Service June/July 2014	23.04
Buena Vista Stationery & Print Inc	Library Cards	129.70

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Genesis Development	July 2014 Janitorial Services	600.00
MidAmerican Energy Company	Electric Service Jun/July 2014	984.43
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	31.29
Wide Open West	Phone Service August 2014	135.92

Library	Department Total =	1,904.38
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Band

Bridge Alan L	Band Participation FY14-15	88.00
Brown David	Band Participation FY14-15	64.00
Dierwechter Ronald	Band Participation FY14-15	72.00
Dimas Adrian Alexander	Band Participation FY14-15	88.00
Fells Kenneth	Band Participation FY14-15	48.00
Glienke Brandon Cole	Band Participation FY14-15	42.00
Goodman Nicole	Band Participation FY14-15	24.00
Hardt Lynn Marie	Band Participation FY14-15	88.00
Hardt Marie Elizabeth	Band Participation FY14-15	54.00
Hecox Jilleen M	Band Participation FY14-15	16.00
Heeren Jason R	Shipping	27.20
Heeren Jason R	Postcards	10.67
Hickman David W	Band Participation FY14-15	32.00
Hoferman Clint	Band Participation FY14-15	48.00
Johnson Emily	Band Participation FY14-15	88.00
Leimer Orlando	Band Participation FY14-15	72.00
Moe Keith	Band Participation FY14-15	104.00
Moe Patricia	Band Participation FY14-15	96.00
Musel Logan Thomas	Band Participation FY14-15	30.00
Nelsen Shelby	Band Participation & Co-Librarian FY14-15	117.00
Nichols Salli Jane	Band Participation FY14-15	96.00
Nicholson Marlee Kate	Band Participation FY14-15	36.00
Nielsen Sara Joan	Band Participation FY14-15	72.00
Pearson Matthew	Band Participation & Announcer FY14-15	196.00
Pearson Kristie Ann	Band Participation FY14-15	88.00
Perry Adam Blaine	Band Participation FY14-15	64.00
Rebnord Chris	Band Participation FY14-15	96.00
Safley Holli	Band Participation FY14-15	32.00
Sandgren Jenna	Band Participation & Co-Librarian FY14-15	141.00
Spaulding Donald	Band Participation FY14-15	64.00
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	2.19
Struck Kelsey Monica	Band Participation FY14-15	32.00
Swanson Matthew	Band Participation FY14-15	30.00
Swanson Michael	Band Participation FY14-15	66.00
Wells Barbara	Band Participation FY14-15	32.00
Wells Michael	Band Participation FY14-15	16.00

Band	Department Total =	2,272.06
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Parks Department

AG Partners	Roundup Weed Killer	86.63
Allen Alfred	Repainting the Band Shell	4,500.00
Alliant Energy	Gas Service June/July 2014	31.54
Bomgaars Supply, Inc	Supplies	43.98
Buena Vista Co Treasurer	Property Taxes- 2013- Donated Prichard Property	2,173.00
Buena Vista Power Equipment, Inc	Filter-Adapter for Push Mowers	47.11
Buena Vista Stationery & Print Inc	Flags	7.98
Central Bank	PayPal Account	25.00
CNH Capital LLC	Chain	42.78

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Evertex Inc	Cell Phone Service Aug 2014	13.83
Genesis Development	July 4, 2014 Park Cleaning	120.00
MidAmerican Energy Company	Electric Service Jun/July 2014	424.36
R & R Septic Services	4th of July Portable Toilets	1,771.39
Reinert Michael P	Straightening Shaft Labor	40.00
Smith Concrete Service Inc	Concrete	262.50
Stanley Mark	Steel & Labor	66.50
Star Energy, LLC	Fuel July 2014	3,640.25
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	627.25
Storm Lake Ace Hardware Inc	Supplies	13.99
Wide Open West	Phone Service August 2014	39.25

Parks Department

Department Total = 13,977.34

Golf Course

AG Partners	Roundup Weed Killer	86.62
Bomgaars Supply, Inc	Pipe for Irrigation	5.98
Bomgaars Supply, Inc	Hose Clamp & Keys for Shop & Bathrooms	8.83
Bomgaars Supply, Inc	Tube for Trailer Tire	8.49
Bomgaars Supply, Inc	Shop Grease for Mowers	24.90
CNH Capital LLC	Supplies	3.00
Havens & Havens	July 2014 Legal Services	165.00
MidAmerican Energy Company	Electric Service Jun/July 2014	362.82
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	52.44
Storm Lake Ace Hardware Inc	Supplies	6.98
Storm Lake Ace Hardware Inc	Supplies	3.99
Storm Lake Ace Hardware Inc	Irrigation Supplies	45.41
Storm Lake Ace Hardware Inc	Irrigation Supplies	3.00
Storm Lake Ace Hardware Inc	Shop Supplies	8.96
Storm Lake Hydraulics Co Inc	Hydraulic Hose	37.73
Turfwerks	Bedknives (2)	60.11
Turfwerks	Work Order on Computer Irrigation	507.50

Golf Course

Department Total = 1,391.76

Campgrounds

Arctic Glacier U.S.A., Inc.	Ice	115.60
Arctic Glacier U.S.A., Inc.	Ice	110.50
Arctic Glacier U.S.A., Inc.	Ice	158.32
ASSA ABLOY Hospitality Inc	Service Support	75.00
Central Iowa Distributing, Inc	Cleaning Supplies	180.00
Custodian of Petty Cash	NSF Fee Campground- SL	3.00
MidAmerican Energy Company	Electric Service Jun/July 2014	2,819.32
Mike's Electronics Inc	Services	99.55
Plasticard Locktech Intl,LLC	Welcome Generic Cards	100.68
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	105.51
Stille Pierce & Pertzborn	4/1/13 to 4/1/14 GL Audit Premium	1,007.15

Campgrounds

Department Total = 4,774.63

UNAVAILABLE

King's Pointe Resort	July 2014 Housekeeping Expense	1,665.00
King's Pointe Resort	July 2014 Maintenance Expense	276.25
King's Pointe Resort	July 2014 Joyces Greenery	360.00
King's Pointe Resort	July 2014 Orkin Pest Control	70.00
King's Pointe Resort	July 2014 Waterpark Add On Package	1,642.55

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King's Pointe Resort	July 2014 Hotel Supplies	555.00
King's Pointe Resort	July 2014 Bulbs	28.98
King's Pointe Resort	July 2014 Wall Cabinet	27.44
Kinseth Hospitality Corporation	July 2014 Management Fee	1,004.14
MidAmerican Energy Company	Electric Service Jun/July 2014	1,518.10

UNAVAILABLE	Department Total =	7,147.46
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UNAVAILABLE

Martin Marietta Materials, Inc	Rock for Moving Pavers	81.90
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UNAVAILABLE	Department Total =	81.90
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Shelter House

Alliant Energy	Gas Service June/July 2014	19.83
MidAmerican Energy Company	Electric Service Jun/July 2014	162.41
Wede's Lock Service Joe	Bathroom Lock At Shelter House	120.00

Shelter House	Department Total =	302.24
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Hotel Operations

Buena Vista Co Treasurer	Property Taxes- 2013	106,246.00
Stille Pierce & Pertzborn	FY2015 GL Audit Premium	7,011.42
Storm Lake Times The	July 2014 Publications	44.40
Wede's Lock Service Joe	King's Pointe Dock Lock	66.00

UNAVAILABLE	Department Total =	113,367.82
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Economic Develop

Evertex Inc	Cell Phone Service Aug 2014	23.83
Havens & Havens	July 2014 Legal Services	445.50
I&S Group, Inc.	Divide Vacant Mich Street	500.00
Inquirehire	Background Checks	68.50
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	13.58
Wide Open West	Phone Service August 2014	25.01

Economic Develop	Department Total =	1,076.42
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SLADC

Storm Lake United	Payment #1 of FY2015 Agreement	11,333.00
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SLADC	Department Total =	11,333.00
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TIF

Buena Vista Co Treasurer	Property Taxes- 2013- Condo Site	18,842.00
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TIF	Department Total =	18,842.00
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Storm Lake Sub-Division #5

Ahlers & Cooney, P.C.	3rd Addition URA- Legal Fees through 7/19/2014	4,113.44
Havens & Havens	July 2014 Legal Services	816.75
Havens & Havens	July 2014 Legal Services	660.00

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Storm Lake Times The	July 2014 Publications	22.40
Storm Lake Sub-Division #5		Department Total = 5,612.59
Dredging		
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	164.56
Dredging		Department Total = 164.56
Mayor, Council, Manager		
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	6.85
Mayor, Council, Manager		Department Total = 6.85
Policy & Administration		
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	12.64
Policy & Administration		Department Total = 12.64
Legal Services		
Havens & Havens	July 2014 Legal Services	165.00
Havens & Havens	July 2014 Legal Services	717.75
Legal Services		Department Total = 882.75
City Hall Building		
Alliant Energy	Gas Service June/July 2014	44.83
Evertex Inc	Cell Phone Service Aug 2014	15.88
Genesis Development	July 2014 Janitorial Carpet Cleaning Services	150.00
Genesis Development	July 2014 Janitorial Services	200.00
Julius Dennis R.	Entrance Mat Cleaning	28.40
Julius Dennis R.	Entrance Mat Cleaning	28.40
MidAmerican Energy Company	Electric Service Jun/July 2014	616.77
Schumacher Elevator Company	Elevator Maintenance	182.55
Wide Open West	Phone Service August 2014	87.77
City Hall Building		Department Total = 1,354.60
Other Policy & Administration		
Buena Vista Co Recorder	Copies	6.00
Buena Vista Co Recorder	July 2014 Recording Fees	680.00
Buena Vista Co Treasurer	Property Taxes- 2013- New Subdivision Property Tax	44.00
Buena Vista Co Treasurer	Property Taxes- 2013- New Subdivision Property	42.00
Buena Vista Co Treasurer	Property Taxes- 2013- New Subdivision Property	9.00
Buena Vista Co Treasurer	Property Taxes- 2013- New Subdivision Property	48.00
Buena Vista Co Treasurer	Property Taxes- 2013- New Subdivision Property	76.00
Buena Vista Stationery & Print Inc	Calculator	8.99
Buena Vista Stationery & Print Inc	Office Supplies	4.56
Central Bank	Des Moines Register Subscription	10.00
Central Bank	ICMA Conference Registration- Patrick	238.34
Genesys Conferencing	Conference Calls	113.89
Havens & Havens	July 2014 Legal Services	181.50
IAPELRA	IAPELRA Annual Conference Registration- Yarosevic	25.00

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IAPELRA	IAPELRA Annual Conference Registration- Movall	25.00
Moss & Barnett	WOW 2014 Tsfr Fees	174.00
Paper Free Technology Inc	Laserfiche Annual Support	558.25
Patrick James H	Clean Water Alliance Demonstration- Patrick	26.32
Pilot Tribune	Auction Ads	168.00
Qualified Presort Service, LLC	Print Newsletters	200.94
Storm Lake Times The	July 2014 Publications	8.60
Storm Lake Times The	July 2014 Publications	30.38
Storm Lake Times The	July 2014 Publications	42.53
Storm Lake Times The	July 2014 Publications	60.75
Storm Lake Times The	July 2014 Publications	58.20
Storm Lake Times The	July 2014 Publications	53.65
Storm Lake Times The	July 2014 Publications	13.60
Storm Lake Times The	July 2014 Publications	43.80
Storm Lake Times The	July 2014 Publications	38.60

Other Policy & Administration

Department Total = 2,989.90

Water Administration

Buena Vista Stationery & Print Inc	Office Supplies	11.20
Central Bank	ICMA Conference Registration- Patrick	238.33
Custodian of Petty Cash	NSF Fee #11414-000	3.00
Evertex Inc	Cell Phone Service Aug 2014	15.65
Genesis Development	July 2014 Janitorial Services	200.00
IAPELRA	IAPELRA Annual Conference Registration- Movall	25.00
IAPELRA	IAPELRA Annual Conference Registration- Yarosevic	25.00
Paper Free Technology Inc	Laserfiche Annual Support	558.25
Patrick James H	Clean Water Alliance Demonstration- Patrick	26.32
Qualified Presort Service, LLC	Final Bills	8.50
Springbrook Software, Inc	July 2014 IVR Transactions	8.00
Springbrook Software, Inc	Online UB- July 2014	102.25
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	131.56
Wide Open West	Phone Service August 2014	74.88

Water Administration

Department Total = 1,427.94

Water Plant

Alliant Energy	Gas Service June/July 2014	872.16
Bargloff & Company	Move a Generator	350.00
Bomgaars Supply, Inc	Cable Connectors	15.99
Bomgaars Supply, Inc	Air Line Supplies	25.60
Buena Vista Co Treasurer	Property Taxes- 2013- Well #20	65.00
Control System Specialists, LLC	A/C Repairs	245.87
Crescent Electric Supply Co	Fuses	19.90
Evertex Inc	Cell Phone Service Aug 2014	119.15
Fisher Scientific Company, LLC	Hardness Testing	449.71
Foundation Analytical Laboratory Inc	Distilled Water	264.00
Foundation Analytical Laboratory Inc	Chlorite Testing	132.00
Foundation Analytical Laboratory Inc	Fluoride Testing	15.00
Foundation Analytical Laboratory Inc	TTHMs & HAAS Testing	252.00
Foundation Analytical Laboratory Inc	Metals Testing	60.00
Foundation Analytical Laboratory Inc	Bacteria Testing	120.00
Havens & Havens	July 2014 Legal Services	247.50
Hickman, Williams & Company	Lime	4,359.22
Hickman, Williams & Company	Lime Freight	260.21
Larson Oil & Distributing Co, Inc	Oil Pumps, Drum Deposit, & Oil	1,662.86
MidAmerican Energy Company	Electric Service Jun/July 2014	12,398.14

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Mike's Electronics Inc	WIMS	280.00
Mike's Electronics Inc	MIOX Pump	155.00
Sargent Drilling	Well #7 Discharge Valve/Piping	2,363.67
Sargent Drilling	Well #7 Rehab	22,980.00
Sargent Drilling	Well #7 Pump Repairs	12,979.10
Schumacher Elevator Company	Freight Elevator Repairs	1,237.58
Star Energy, LLC	Fuel July 2014	216.62
Stille Pierce & Pertzborn	4/1/13 to 4/1/14 GL Audit Premium	1,761.85
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	371.18
Storm Lake Ace Hardware Inc	Filters	20.97
Storm Lake Ace Hardware Inc	MIOX Hose	619.96
Storm Lake Ace Hardware Inc	Piping	5.94
Storm Lake Ace Hardware Inc	Stapler & Nailer	551.96
Storm Lake Ace Hardware Inc	Materials	99.60
Storm Lake Ace Hardware Inc	Paint Wand	36.98
Struchen Kolby	Struchen- Grade 1 WD & Water Plant	60.00
Wide Open West	Phone Service August 2014	166.62

Water Plant	Department Total =	65,841.34
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Water Distribution

Alliant Energy	Gas Service June/July 2014	9.02
Bomgaars Supply, Inc	Gloves & Paint	23.85
Des Moines Area Community College	Ankeny Water Conference- Kelly	125.00
Evertex Inc	Cell Phone Service Aug 2014	47.66
Fastenal Company	Supplies	341.50
HD Supply Waterworks, Ltd.	Clamps	382.72
MidAmerican Energy Company	Electric Service Jun/July 2014	65.79
Mike's Lawn Service, Inc	Seeding	90.00
ProBuild	Waterboard- Concrete Forming	45.06
ProBuild	Supplies	31.99
ProBuild	Waterboards- Concrete Forming	100.24
Rent-All	Trencher Rental	184.75
Star Energy, LLC	Fuel July 2014	592.87
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	264.59
Storm Lake Times The	July 2014 Publications	27.00
Storm Lake Times The	July 2014 Publications	54.00
Trimark Physicians Group	Physical- Ebel	436.00
Underground Location Company	Locates	69.85
Vermeer Sales & Service Inc	Turbo Tip	251.03
Wide Open West	Phone Service August 2014	76.82

Water Distribution	Department Total =	3,219.74
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Water Meters

Evertex Inc	Cell Phone Service Aug 2014	23.83
Mickelson Tire Inc	Topper- Water Meter Truck	1,590.00
Municipal Supply, Inc.	Radio Read Meters (81)	6,102.00
Star Energy, LLC	Fuel July 2014	207.74
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	133.93

Water Meters	Department Total =	8,057.50
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Wastewater Administration

Alliant Energy	Gas Service June/July 2014	9.01
Central Bank	ICMA Conference Registration- Patrick	238.33

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Evertex Inc	Cell Phone Service Aug 2014	15.63
Genesis Development	July 2014 Janitorial Services	200.00
IAPELRA	IAPELRA Annual Conference Registration- Movall	25.00
IAPELRA	IAPELRA Annual Conference Registration- Yaroševic	25.00
Paper Free Technology Inc	Laserfiche Annual Support	558.25
Patrick James H	Clean Water Alliance Demonstration- Patrick	26.32
Qualified Presort Service, LLC	Final Bills	8.50
Springbrook Software, Inc	Online UB- July 2014	102.25
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	131.40
Wide Open West	Phone Service August 2014	87.39

Wastewater Administration

Department Total = 1,427.08

Wastewater Treatment Plant

Alliant Energy	Gas Service June/July 2014	45.76
Bomgaars Supply, Inc	Lift Station Supplies	106.97
Bomgaars Supply, Inc	Lift Station Alarms	179.97
Bomgaars Supply, Inc	PVC Coated Work Gloves	25.44
Bomgaars Supply, Inc	Lights	14.94
Buena Vista Co Treasurer	Property Taxes- 2013- Casino Lift Station	19.00
Buena Vista Co Treasurer	Property Taxes- 2013- Sievers Property	496.00
Buena Vista Co Treasurer	Property Taxes- 2013- Land	8.00
Buena Vista Co Treasurer	Property Taxes- 2013- Farmground	220.00
Electric Pump Inc	Pump	6,975.14
Environmental Resource Associates	Settleable Solids	90.31
Evertex Inc	Cell Phone Service Aug 2014	119.15
Hach Chemical Company	WM Online Users	532.00
McMaster-Carr Supply Co	Supplies	285.49
MidAmerican Energy Company	Electric Service Jun/July 2014	7,306.88
Star Energy, LLC	Fuel July 2014	232.99
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	371.18
Storm Lake Ace Hardware Inc	Supplies for the Flood	91.84
Storm Lake Ace Hardware Inc	Roll Pins for Lift Station	7.31
Storm Lake Ace Hardware Inc	Cable	23.99
Torres Leonel	Reimbursement for Fuel Purchase	53.78
Trimark Physicians Group	Physical- Torres	288.00

Wastewater Treatment Plant

Department Total = 17,494.14

Wastewater Collection

Eriksen Construction Co, Inc	Pay Estimate #10 of Contract #4 through 7/20/2014	126,656.96
Eriksen Construction Co, Inc	Pay Estimate #10 of Contract #4 through 7/20/2014	16,887.60
Eriksen Construction Co, Inc	Pay Estimate #10 of Contract #4 through 7/20/2014	25,331.39
Gridor Construction, Inc	Pay Estimate #16 of Contract #5 Through July 31, 201	109,209.15
Gridor Construction, Inc	Pay Estimate #16 of Contract #5 Through July 31, 201	14,561.22
Gridor Construction, Inc	Pay Estimate #16 of Contract #5 Through July 31, 201	21,841.83
Magney Construction Inc	Pay Estimate #6 of Contract #6 through 7/31/2014	270,776.36
Star Energy, LLC	Fuel July 2014	305.43
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	266.60
Underground Location Company	Locates	69.85

Wastewater Collection

Department Total = 585,906.39

Landfill

Qualified Presort Service, LLC	Final Bills	8.49
Springbrook Software, Inc	Online UB- July 2014	102.25

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Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	2.89
Landfill		Department Total = 113.63
Storm Water Administration		
Buena Vista Co Treasurer	Property Taxes- 2013- E Central SW Project	50.00
Genesis Development	July 2014 Janitorial Services	200.00
Havens & Havens	July 2014 Legal Services	418.00
Paper Free Technology Inc	Laserfiche Annual Support	558.25
Qualified Presort Service, LLC	Final Bills	8.49
Qualified Presort Service, LLC	ACH Final Bills	2.25
Springbrook Software, Inc	Online UB- July 2014	102.25
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	21.73
Storm Water Administration		Department Total = 1,360.97
Storm Water Collection		
Emmons & Olivier Resources Inc	Hillshire Brands Ecoli Treatment System	319.25
Emmons & Olivier Resources Inc	Methodist Manor Eng Services	782.50
Havens & Havens	July 2014 Legal Services	2,376.00
Havens & Havens	July 2014 Legal Services	3,157.00
Lundell Construction Co. Inc.	Pay Estimate #8 thorough 8/7/2014- Part of Retainage	23,828.61
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	108.99
Storm Lake Hydraulics Co Inc	Permanent Easement	1.00
Storm Water Collection		Department Total = 30,573.35
Street Cleaning		
S & S Equipment Inc	Bowl Filter for Street Sweeper	20.91
Star Energy, LLC	Fuel July 2014	857.25
Stille Pierce & Pertzborn	13-14 Worker's Comp Audit	98.54
Street Cleaning		Department Total = 976.70
Insurance		
Group Resources	August 2014 Admin Fee	94.50
Iowa Ind Health Benefit Reinsu	2012 IIHBRA Assessment	4,098.10
Three Rivers Benefit Corporation	Flex Claims 8/1/2014	1,124.36
Insurance		Department Total = 5,316.96
Vehicle Maintenance		
Thomas Manufacturing Co Inc RJ	Decals for P-4	329.30
Vehicle Maintenance		Department Total = 329.30
Technology		
Rebnord Technologies Inc	2 Factor Auth	375.00
Rebnord Technologies Inc	MyAnti Spam	75.00
Rebnord Technologies Inc	IT Service Agreement	3,200.00
Rebnord Technologies Inc	IT Service Agreement Water Quality Computer	150.00
Rebnord Technologies Inc	IT Service Agreement Water Quality Network	200.00
Wide Open West	Internet Service August 2014	669.95

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Technology

Department Total = 4,669.95
Grand Total = 1,131,925.00

King's Pointe Resort
Disbursements 7/31/2014 through 8/13/2014

Vendor Name	Description	Amount
ACCO	supplies	3,946.95
Ace Hardware (2)	supplies	257.24
American Hotel Register Co.	supplies	123.18
Ameripride Services (2)	supplies	2,006.90
A-1 Preferred	supplies	1,103.75
Buena Vista Stationery	supplies	71.63
Capital Sanitary Supply Co.	supplies	816.86
Carroll Broadcasting Co-KKRL	advertising	700.00
Chair Cover Elegance	supplies	546.00
City of Storm Lake (2)	water	3,989.74
Citadel Communications - KCAU	advertising	1,300.00
Color-ize (2)	supplies	864.25
Community First Broadcast - KUYU	advertising	560.00
Comm 1st Broadcasting - KKIA/KAYL	advertising	350.00
Copyworks - Coralville	supplies	54.10
Daniels Filter Service	supplies	488.54
Ecolab Food Safety Solutions	supplies	232.48
Dippin' Dots Inc.	supplies	1,059.08
ED M. Feld Equipment Co., Inc.	supplies	97.16
Expedia Inc.	commission	1,572.70
Fairway Outdoor Funding, LLC	billboard advertising	810.00
Ferguson Enterprises, Inc. (3)	supplies	889.31
First National Bank (2)	credit card payments	340.08
Hamco Walker Paper Company	supplies	175.00
Hawk-I Electric Inc. (2)	repairs	5,966.23
HD Supply Facilities Maint.	supplies	183.96
Bruce & Barb Hoffman	subscription	57.95
Hy-Vee Food Stores (2)	food	570.66
The Icee Company	supplies	402.94
Iowa Office Supply (2)	supplies	3,793.97
Janitor's Closet	supplies	296.80
J Dan Skinner.com, Inc (2)	tech support	50.00
Joyce's Greenhouse	supplies	2,488.00
Kineth Hotel Corporation (5)	payroll, wk comp, mgmt fee	150,539.80
KSUX Radio/KSCJ	advertising	3,130.00
Melanders Appliances & TV	supplies	20.00
New Carbon Co/Carbon's Golden	supplies	244.00
NLFX Professional	supplies	1,375.00
Brian Oakleaf (2)	reimbursement	1,248.00
Pepsi-Cola Bottling Co (2)	beverages	6,315.47
Pinnacle West, LLC	supplies	791.00
Powercard	supplies	750.00
Proelect	supplies	545.00
Revinat Inc.	supplies	975.00
Jamie Riedell	reimbursement	306.85
Roto-Rooter	supplies	4.01
Saga Communications-KICD,KLLT	advertising	700.00
Sceptre Hospitality Resources	supplies	2,959.31
Schumacher Elevator Co.	elevator service	915.84
Star Promotions	supplies	254.85
Swank Motion Pictures Inc. (2)	supplies	1,192.50
Sys-Kool LLC	supplies	489.57
Sysco Guest Supply LLC (2)	supplies	1,041.98
Treasurer State of Iowa	sales tax	30,600.00
Ty Inc.	supplies	3.08
UPS	shipping	84.66

US Foods (2)	food	49,885.17
Vizergy	supplies	2,060.00
Al's Liquors	beverages	385.42
Doll Distribution	beverages	824.45
Hundred Proof	entertainment	300.00
Johnson Brothers/Iowa Wine & Bev	beverages	445.70
Sara Kreutz	reimbursement	150.00
	Total	294,702.12

Sunrise Pointe Golf Course
Disbursements 7/31/2014 through 8/13/2014

Copper Cottage	repairs	321.21
Daniels Filter Service	supplies	48.06
Joyce's Greenhouse	supplies	240.00
Kinseth Hotel Corporation (2)	payroll, mgt fee	5,727.24
Pepsi-Cola Bottling Co (2)	beverages	819.37
US Foods Inc (2)	food	277.03
Al's Liquor	beverages	109.41
Doll Distributing	beverages	395.15
Johnson Brothers/Iowa Wine & Bev	beverages	111.20
	Totals	8,048.67

These are Draft Minutes Subject to Final Council Approval

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, AUGUST 4, 2014, 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Sara Huddleston, Bruce Engelmann and David Walker. Absent: Dan Anderson and Mike Porsch. Staff present: City Manager Jim Patrick, Assistant Police Chief Todd Erskine, Building Official Scott Olesen, Fire Chief Mike Jones, Project Manager/Community Development Director Mike Wilson, Library Director Elizabeth Huff, Ron Jacobsen Wastewater Plant Superintendent, Jennifer Movall Finance Department Manager, and Justin Yarosevich City Clerk.

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

Hear the Public – None

Consent Agenda – Moved by Council Member Walker to approve the consent agenda which included the list of bills, minutes from the July 21, 2014 council meeting, liquor license renewals for El Jimador Liquors (subject to fire inspection), Knights of Columbus and Boz Wellz (subject to dram shop insurance), and appointment of Maxine Lampe to the Airport Commission term expiring 7/1/2017. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Porsch and Anderson absent. Motion carried.

Labor Day Requests – Moved by Council Member Engelmann to adopt Resolution No. 22-R-2014-2015 approving the 2014 Hy-Noon Kiwanis Car Show and Santa's Castle event requests scheduled for Sunday, August 31, 2014. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Porsch and Anderson absent. Motion carried.

Music Department Beach Party – Moved by Council Member Walker to adopt Resolution No. 23-R-2014-2015 approving the 2014 Storm Lake Music Department Beach Party requests scheduled for Thursday, August 28, 2014. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Porsch and Anderson absent. Motion carried.

28E Agreement for Business 71 Culvert Project – Moved by Council Member Engelmann to adopt Resolution No. 24-R-2014-2015 approving a 28E agreement with Buena Vista County for sharing costs associated with the Business 71 Culvert Project. Seconded by Council Member Walker. Vote: All ayes with Council Member Porsch and Anderson absent. Motion carried.

W. 5th Street Project – Moved by Council Member Walker to adopt Resolution No. 25-R-2014-2015 approving change order #1 for the 2014 Street Improvement Project – HMA Resurfacing with Milling, West 5th Street for Vista Drive to lake Avenue Project adding \$440.00 to the contract. Contract cost after change order \$992,586.52. Seconded

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

Pizza Ranch TIF Ordinance – Moved by Council Member Engelmann to pass on 3rd Reading Ordinance No. 01-O-2014-2015 providing for the collection of incremental taxes in connection with the Storm Lake Urban Renewal Area North #1 – Bargloff Urban Renewal Area (Pizza Ranch parcel). Seconded by Council Member Huddleston. Vote: All ayes with Council Member Porsch and Anderson absent. Motion carried.

ORDINANCE NO. 01-O-2014-2015

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON A PORTION OF THE PROPERTY LOCATED WITHIN THE NORTH #1 - BARGLOFF URBAN RENEWAL AREA, IN THE CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STORM LAKE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE NORTH #1 - BARGLOFF URBAN RENEWAL AREA (THE NORTH #1 - BARGLOFF URBAN RENEWAL PLAN (PIZZA RANCH PARCEL))

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 08-R-2010-2011 passed and approved on the 19th day of July, 2010, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the North #1 - Bargloff Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area was amended by an Amendment No. 1 adopted by Resolution No. 42-R-2013-2014 on December 2, 2013. The Urban Renewal Area includes the property owned by Lakes Investment Group, L.L.C. ("Pizza Ranch Parcel"), which is located at 517 West Milwaukee Avenue, Storm Lake, and is legally described as:

LOTS 3E AND 3F IN THE SLADC SUBDIVISION OF LOT 3 OF IOWA LAND AND BUILDINGS 3RD ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA TOGETHER WITH

A PART OF THE FORMER STATION GROUNDS OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY IN STORM LAKE, IOWA, LYING IN THE SOUTHWEST QUARTER (SW¼), SECTION THIRTY-FOUR (34), TOWNSHIP NINETY-ONE (91) NORTH, RANGE THIRTY-SEVEN (37) WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 33.0 FEET NORTH AND 830.5 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., THEN DUE EAST A DISTANCE OF 387.1 FEET; THENCE DUE NORTH A DISTANCE OF 40.85 FEET; THENCE NORTH 89°58' WEST A DISTANCE OF 387.1 FEET; THENCE DUE SOUTH A DISTANCE OF 41.08 FEET TO THE POINT OF BEGINNING, AND CONTAINING AN AREA OF 15,858 SQUARE FEET.

Buena Vista County, Iowa Parcel ID numbers are 10-34-353-005 and 10-34-354-005.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Storm Lake, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City has determined to adopt individual TIF Ordinances on various properties within the Urban Renewal Area as parcels are developed and produce tax increment; and

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, desires to provide for the division of revenue from taxation on the Pizza Ranch Parcel, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof (the Pizza Ranch Parcel), by and for the benefit of the State of Iowa, City of Storm Lake, County of Buena Vista, Storm Lake Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area (Pizza Ranch Parcel), as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Storm Lake, State of Iowa, certifies to the Auditor of Buena Vista County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein (which certification is directed to be made during the 2014 calendar year), shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. Thus, if “debt” is certified by December 1, 2014, the frozen base valuation for the Pizza Ranch Parcel shall be January 1, 2013.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Storm Lake, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Storm Lake, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area (the Pizza Ranch Parcel) exceeds the total assessed value of the taxable property in the Urban Renewal Area (the Pizza Ranch Parcel) as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area (the Pizza Ranch Parcel) shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Storm Lake, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area (Pizza Ranch Parcel) shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of

this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area (Pizza Ranch Parcel) as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Urban Renewal Area (Pizza Ranch Parcel) and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

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

Jon F. Kruse, Mayor

ATTEST:

City Clerk

Water Treatment Plant Improvements – Moved by Council Member Walker to adopt Resolution No. 26-R-2014-2015 to accept and award the bid to Grundman-Hicks, Cherokee, Iowa for the Water Treatment Facility Improvements Project. Amount of bid \$782,000.00. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Porsch and Anderson absent. Motion carried.

Moved by Council Member Engelmann to adopt Resolution No. 27-R-2014-2015 to approve the contract and bond with Grundman-Hicks for the Water Treatment Facility Improvements Project. Contract cost \$782,000.00. Seconded by Council Member Walker. Vote: All ayes with Council Member Porsch and Anderson absent. Motion carried.

Moved by Council Member Walker to approve an agreement with Certified Testing Services, Inc. for construction materials inspection and testing for the Water Treatment Facility Improvements Project. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Porsch and Anderson absent. Motion carried.

Well #20 – Moved by Council Member Huddleston to adopt Resolution No. 28-R-2014-2015 approving the contract and bond with Sargent Drilling Company, Geneva, NE for the Water Supply Well No. 20 Project. Contract cost \$923,959.95. Seconded by Council Member Walker. Vote: All ayes with Council Member Porsch and Anderson absent. Motion carried.

Storm Lake 3rd Addition Phase 1 Utilities – Moved by Council Member Engelmann to

adopt Resolution No. 29-R-2014-2015 to accept and award the bid to Lundell Construction, Cherokee, Iowa for the Storm Lake 3rd Addition Phase I Utilities and Grading Project. Bid amount \$268,933.30. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Porsch and Anderson absent. Motion carried.

Rezoning Requests – Moved by Council Member Walker to set August 18, 2014 for a public hearing on a re-zoning request for a City owned parcel adjacent to Lot 4 of the Storm Lake 3rd Addition subdivision. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Porsch and Anderson absent. Motion carried.

Moved by Council Member Huddleston to set August 18, 2014 for a public hearing on a re-zoning request for 101 College owned by the City. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Porsch and Anderson absent. Motion carried.

Adjournment – Moved by Council Member Walker to adjourn the meeting at 5:26pm. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Porsch and Anderson absent. Motion carried.

Jon F. Kruse, Mayor

ATTEST: Justin Yarosevich, City Clerk

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: July 29, 2014

REFERENCE: LIQUOR LICENSE RENEWAL
STORM LAKE BOWL
1326 MICHIGAN ST

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

	08-4-2012 to 07-29-2013	07-30-2013 to 07-27-2014
INCIDENTS		
Bar Check	17	4
Business Assist	1	0
Business Security	31	30
Keys Locked in Car	1	1
Law Department Assist	1	0
PR/Talk/Presentation	0	2
Suspicious Vehicle	1	0
Vehicle Stop	0	1
ARRESTS	none	none

Recommendation: Approval of liquor license.

Staff Summary

8/18/2014
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	\$1,131,925.00	\$424,673.37	\$179,430.91	42	\$132,923.23	31	\$112,319.23	27
King's Pointe	\$294,702.12	\$113,105.47	\$17,050.87	15			\$96,054.60	85
Golf Course	\$8,048.67	\$2,321.43	\$349.41	15			\$1,972.02	85

Note: BV County is high due to property tax payments.

RECOMMENDATION: Review Buy Local Information

Staff Summary

8/18/2014
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: **Motion Authorizing A Noise Variance For The 2014 BVRMC AWARE Walk/Run**

BACKGROUND: Attached to this summary is a written request submitted by Katie Schwint representing BVRMC requesting a Noise Variance for the 2014 AWARE Walk scheduled for Saturday, September 27, 2014 at 8:00am.

The Variance is for amplified, outdoor announcements at the Kallmer Education Center as well as live music in the BVRMC parking lot and in Frank Starr Park along the event's route.

The request is consistent with previous years and a Variance will be issued upon receipt of a consensus in the affirmative by the city council.

In addition the police department will issue a permit for the Run/Walk.

FISCAL IMPACT: The police department will have some time involved in this event which will be absorbed through normal operational budgets.

The event is a fund raiser for BVRMC's cancer programs.

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
☐ Letter, variance, and permit	Permit



Mark Prosser
Director of Public Safety
401 East Milwaukee
Storm Lake, IA 50588

August 5, 2013

Dear Chief Prosser;

Buena Vista Regional Medical Center is requesting a help with traffic control and a noise ordinance our annual A.W.A.R.E (annual walk and run event) effort to raise awareness about cancer and raise funds to assist individuals with cancer in meeting their personal needs.

The 5K will be held on Saturday, September 27, 2014 at 8:00 a.m., beginning and ending at the Kallmer Education Center on the grounds of BVRMC. I have included a copy of our flyer and a map of the anticipated route for the event so you can determine any street closings or crossing issues.

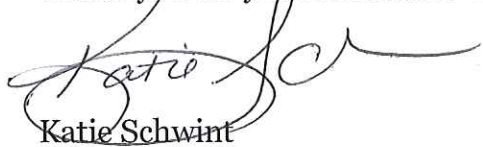
Please note the route is the same as last year.

Regarding a noise variance, we will make some brief announcements with a loud speaker at the beginning of the race near the Kallmer Education Center entrance and at the conclusion we will have some celebratory music playing.

We also are looking into possible high school band members that want to play upbeat music to cheer on runners. Locations would be in the BVRMC parking lot and Frank Starr Park.

I will see that we deliver the certificate of insurance for the event to City Hall when we receive from our insurance carrier. We appreciated the support of the City last year and look forward to another safety-partnership for this year's event. For any additional information you may call the hospital coordinator for the event, Diane Porter @ 712-213-8610 or send an e-mail to porter.diane@bvrmc.org.

Thank you for your assistance with this matter.

A handwritten signature in black ink, appearing to read 'Katie Schwint', with a stylized flourish extending to the right.

Katie Schwint
Executive Director of Communications
schwint.katie@bvrmc.org



Public Safety Police & Fire

PERMIT

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

Event 2014 A.W.A.R.E. Walk-Run

Issued To: Name Katie Schwint

Organization BVRMC

Address 1525 W. 5th Street

Storm Lake, IA 50588

Phone 712-213-8610

Date(s) of Event Saturday, 9-27-2014

Time(s) of Event 8:00am - 11:00am

Expiration of Permit 9-28-2014

Location/Area of Use BVRMC Campus & Frank Starr Park

Type of Permit

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

Authorized by: Mark A. Prosser

Printed Name

Signature

8-19-2014

Date

Public Safety Director

Title

Staff Summary

8/18/2014
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: **Approval Of Easement For Speed Bump Signs**

BACKGROUND: In July of this year the City of Storm Lake received a petition requesting that the City look at speeding traffic in the alley between Otsego Street and College Street. The alley is paved in this area and local residents were worried about the safety of children and adults in the area who might be playing and working in backyards that front the alley.

The City's Traffic Safety Team reviewed the request and determined that a potential solution would be the installation of a speed bump in the middle of the alley. Staff has proceeded with this as a trial to see if speeds are reduced in the area.

In order to install the speed bump we will have to install two signs one on either side of the road facing the oncoming traffic warning the traffic of the speed bump. Those signs will have to be on private property as there is not sufficient public right-of-way available to install the signs.

Two adjacent property owners have been contacted and are willing to allow the City to install the signs in an approved easement area. One of those easements is attached to this staff summary for Council's consideration.

FISCAL IMPACT: The cost of the easements are \$2.00 plus legal and administrative fees (legal description development) which is estimated at \$300. The cost of the signs are estimated at \$150 and the speed bump is estimated at \$500.00.

Total cost of the project is estimated to be \$802.00.

RECOMMENDATION: Approve Consent Agenda Which Includes the Easement

ATTACHMENTS:

Description	Type
☐ Ramirez 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 Eva Ramirez, a single person, hereinafter referred to as Grantor, and the City of Storm Lake, Iowa, an Iowa municipal corporation, hereinafter referred to as Grantee.

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

The South three feet (S. 3.0') of the North eight feet (N. 8.0') of the East three feet (E. 3.0') of Lot Sixteen (16), Block Twenty-Five (25), Original Town of Storm Lake, Buena Vista County, Iowa.

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

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

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

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

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

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:


Eva Ramirez

By: _____
Jon Kruse, Mayor

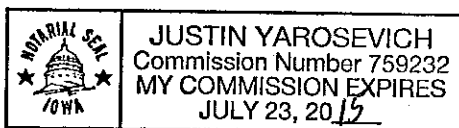
ATTEST:

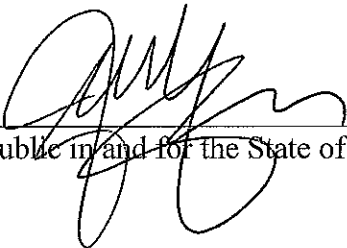
Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the 14th day of August, 2014, by

Eva Ramirez, a single person.





Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

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

Jon F. Kruse and Justin Yarosevich, as Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa.

Notary Public in and for the State of Iowa

Staff Summary

8/18/2014
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: Mark Prosser, Public Safety Director

SUBJECT: **Motion Authorizing A Noise Variance For Welcome Back Activities At Buena Vista University**

BACKGROUND: Attached is a written request from Mark Kirkholm representing Buena Vista University requesting two Noise Variances for welcome back activities for their 2014/15 Academic Year.

The specific requests are as follows:

*Friday, August 22, 2014 between the hours of 9:30pm and 12:00am at the football stadium for announcing Capture the Flag activities over the PA System

*Saturday, August 23, 2014 between the hours of 3:00pm and 6:30pm for outdoor amplified entertainment in Scout Park / University Cove for the Welcome Week Beaver Games

These requests are consistent with previous Welcome Back Week requests.

I will issue the Variances upon receipt of a consensus in the affirmative from the City Council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
 BVU Welcome Back Letter & Variance	Backup Material

BUENA VISTA UNIVERSITY

August 4, 2014

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

Dear Mr. Prosser,

Buena Vista University is preparing for Welcome Week activities on campus for new and returning students. In order to make this year's event(s) a success, we are requesting the assistance of the city with a noise variance for the following dates and times.

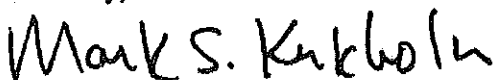
Friday, August 22, 2014 9:30 PM to Midnight we will be announcing Capture the Flag on the Football Field through the public address system.

Saturday, August 23, 2014 3:00 PM to 6:30 PM *Moving in Stereo* will be playing in Scout Park/ University Cove during the Welcome Week Beaver Games.

Buena Vista University will inform the University neighbors of the date and time of these events through a flier delivered to their homes, allowing residents to prepare accordingly. We will distribute the notices a week prior to the event.

Thank you for your assistance on this request and if additional information is needed, please contact me at 749-2123.

Sincerely,



Mark S. Kirkholm
Assistant Dean of Students & Director of Campus Security



Public Safety Police & Fire

PERMIT

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

Event 2014 BVU Welcome Back Week

Issued To: Name Mark Kirkholm

Organization Buena Vista University

Address 610 W 4th Street

Storm Lake, IA 50588

Phone 712-749-2500

Date(s) of Event See Below

Time(s) of Event See Below

Expiration of Permit 8-24-2014

Location/Area of Use

Friday, 8-22-2014 / 9:30PM - 12:00AM at BVU Stadium

Saturday 8-23-2014 / 3:00PM - 6:30PM at Scout Park / University Cove

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> </u> | <u> </u> | <u> </u> | <u>5</u> | Street Closing |
| <u> </u> | <u> </u> | <u> </u> | <u>6</u> | Fireworks - 8-2-1-(I2A) |
| <u> </u> | <u> </u> | <u> </u> | <u>7</u> | Authorized Burn - 7-2-2-B |
| <u> </u> | <u> </u> | <u> </u> | <u>8</u> | Other |

Authorized by:

Mark A Prosser

Printed Name

Signature

8-19-2014

Date

Public Safety Director

Title

Staff Summary

8/18/2014
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: Mark Prosser, Public Safety Director

SUBJECT: **Resolution No. 30-R-2014-2015 Authorizing The Use Of Awaysis Park, Parking Lot Closure, Noise Variance, Permits & Related Requests To The 2014 Step Up Running Event**

BACKGROUND: Attached to this summary is a written request from Angie Snyder, Step Up Race Coordinator making a series of requests in connection with the 2014 Step Up running Event scheduled for Saturday, August 30, 2014 beginning at 7:30am in front of Kings Pointe on Sunrise Park Road. The event includes a half marathon, half marathon relay and 5K.

The requests are as follows:

- *Run/Walk Permit be issued for the event
- *The use of Awaysis Park from 6:00am until 12:00pm
- *The closure of the west Awaysis Park parking lot from 6:00am until 12:00pm
- *A Noise Variance for the venue in Awaysis Park from 6:00am until 12:00pm for amplified announcements and music
- *The temporary closing of Sunrise Park Road for the beginning of the race at 7:30am
- *Appropriate support from the Parks and Public Safety Departments

The request is consistent with previous years and the route is the same as previous years.

The police department will assign staff to the event to insure safety and security.

FISCAL IMPACT: The Police and Parks Departments will have staff time assigned to this event which will be absorbed in their operational budgets.

The event is designed to draw visitors into the community which should have a positive fiscal impact on local businesses.

RECOMMENDATION: Pass Resolution No. 30-R-2014-2015

ATTACHMENTS:

Description		Type
	Letters, Maps, Insurance, and Permits	Permit
	Resolution No. 30-R-2014-2015	Resolution

Step Up Race Coordinator
Angie Snyder
1820 Perkins Ave.
Nemaha, IA 50567
home 712-636-4495
cell 712-660-8089

August 8, 2014

Dear Mr. Prosser,

I am writing in regards to the Step Up Running Event to be held August 30, 2014. The events will be, 5k, Half Marathon Relay (2person hand off), and Half Marathon. It is our intent to host a running event along the shores of Storm Lake mostly using the bike path. We will have water stations set up along this route to keep our runners hydrated and well. We have support from the BVU athletic trainers at the water stations. We are requesting a run permit for the event. In order to host this event we are requesting closure of the West Awaysis Park parking lot from 6:00am until 12:00pm. We intend to use Awaysis Park as a finish area for our events. During these events, we will have a PA system and speakers in place to broadcast music and voice, so we request a noise variance for this. We will have refreshment tables and a professional timing company, with inflated finish arch and timing mats. The timing company will erect a tent under which to operate. We will not have items for sale or vendors, simply refreshments for runners after they complete their event. We are requesting appropriate support from the Parks & Public Safety Departments to keep our runners safe. Attached you will find a map of the event route.

Sincere thanks,

Angie Snyder
Step Up Race Coordinator

Current Membership #

Login

Don't know your current membership number or password?

Join/Renew Now

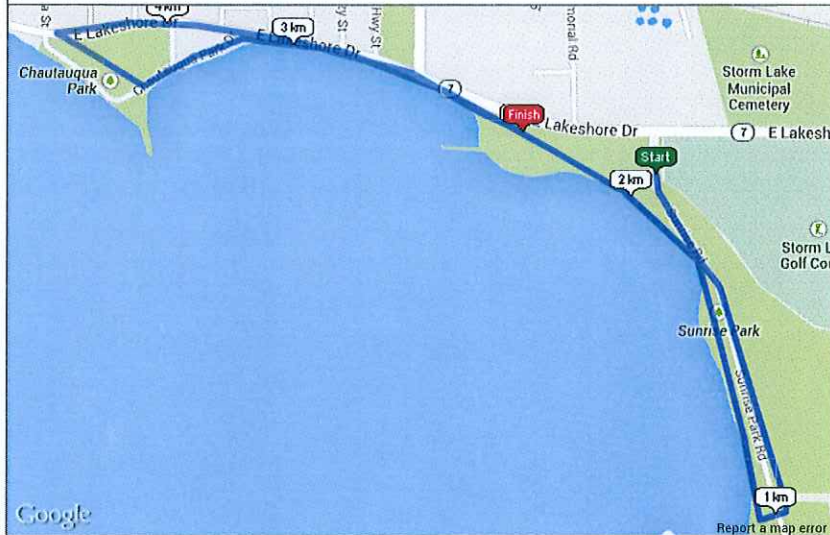


USATF STORE



Step Up 5k

Distance: 3.11 miles / 5.01 km
Location: Start: King's Pointe Resort
Storm Lake, IA, US
Attributes: loop, all flat, sidewalks
Description: Beautiful scenic route along the shore of Storm Lake.



Elevation Profile



Click to view elevation profile

Total climb: 0 feet / 0 m

Total elevation change: 0 feet / 0 m

Added by Angie on 3/27/2014

DISCLAIMER: USATF and the author of this route make no warranties as to the conditions, safety, distance accuracy, or suitability for running of this route. Run at your own risk!



University of Phoenix

St. Vincent
Sports Performance

About

Associations
Bylaws & Regulations
Employment & Internships
Organizational Directory
Annual Report
Event Sanctions
Memberships
Course Certification

News

Athlete Bios
Stats
Records
Top-Marks Lists
Committees
Hall of Fame

Sports

Track & Field
Cross Country
Road Running
Race Walking
Mountain / Ultra / Trail

Groups

Youth Athletes
Masters Athletes
Elite Athletes
Athlete Alumni
Coaches
Officials
Athlete Representatives
Event Directors
Media

Events

Search the Calendar
Team USA Events
National Championships
USA Running Circuit
USATF Championship Series
Television Schedule
USATF Annual Meeting

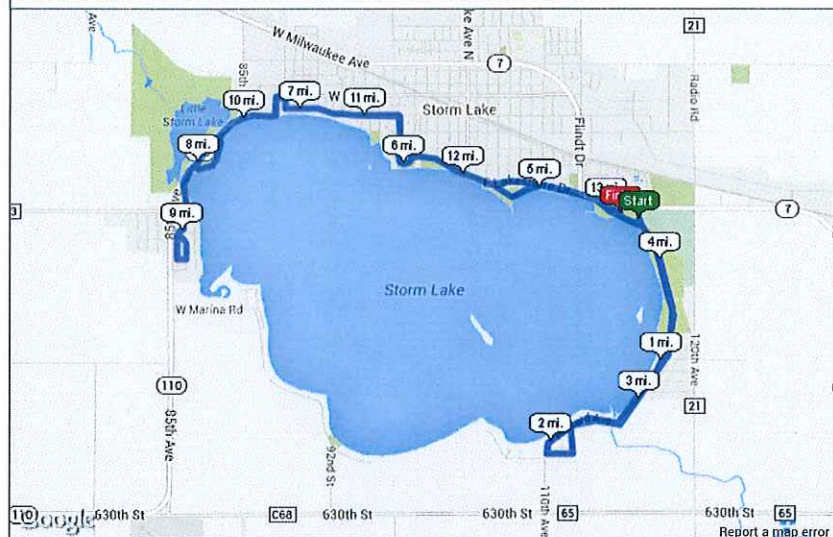
Customer Service

Log In
Individual Memberships
Club Memberships
Store Returns & Exchanges
Store Affiliate Program
Contact Us
Privacy & Other Policies

Join/Renew Now

**USATF STORE**

<u>Distance:</u>	13.11 miles / 21.10 km
<u>Location:</u>	Start: King's Pointe Resort Storm Lake, IA, US
<u>Attributes:</u>	loop, mostly flat, sidewalks
<u>Description:</u>	Beautiful course all within sight of the shores of Storm Lake.

[Click to view elevation profile](#)

Total climb: 0 feet / 0 m
Total elevation change: 0 feet / 0 m

*Added by Angie on 3/27/2014
route. Run at your own risk!*



- | | | | | | |
|--------------------------|-----------------|--------------------------|-------------------------|---------------------------|---------------------------|
| About | News | Sports | Groups | Events | Customer Service |
| Associations | Athlete Bios | Track & Field | Youth Athletes | Search the Calendar | Log In |
| Bylaws & Regulations | Stats | Cross Country | Masters Athletes | Team USA Events | Individual Memberships |
| Employment & Internships | Records | Road Running | Elite Athletes | National Championships | Club Memberships |
| Organizational Directory | Top-Marks Lists | Race Walking | Athlete Alumni | USA Running Circuit | Store Returns & Exchanges |
| Annual Report | Committees | Mountain / Ultra / Trail | Coaches | USATF Championship Series | Store Affiliate Program |
| Event Sanctions | Hall of Fame | | Officials | Television Schedule | Contact Us |
| Memberships | | | Athlete Representatives | USATF Annual Meeting | Privacy & Other Policies |
| Course Certification | | | Event Directors | | |
| | | | Media | | |

City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588
712-732-8000
cityclerk@stormlake.org
www.stormlake.org

City of Storm Lake Park Event / Rental Registration Application

Please complete this form for all events requested to be held within the Storm Lake Park System

Name of Requesting Party: Step Up Race % Angelo Snyder Phone #: 712-660-8089
Mailing Address: 1820 Perkins Ave Email: stepupstormlake@yahoo.com
City: Nemaha State: IA Zip: 50567
Cell Phone: 712-660-8089
2nd Contact: _____ Position/Relationship: _____
Email: _____ Cell Phone: _____

Requested Park: Analysis Park Event Date: 8/30/14
Event Type: Run 5K, Half Marathon Event Start Time: 7:30am
Event End Time: 12:00pm

Please answer the following questions regarding your proposed events:

Will there be amplified noise such as music, spoken word through a microphone or karaoke? (Use of amplified noise will require a noise variance) yes

Will you have horses involved in the event? (All animal feces must be managed and removed from public property) NO

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian 712-749-2555, please provide a copy of this permit to the City. You may be required to have a solicitor license.) NO

☐ Check this box if you will be charging admission to this event.

Will you be using an open shelter, the band shell, or the Chautauqua Park Shelter House? (These facilities are available for rent and have a rental fee associated with them - please fill out the rental agreement in addition to this document.) NO

Will you be erecting a tent? If YES attach a map of the park showing the location of the tent, size, and staking layout. NO

How many people will be attending the event? Provide your best estimate on attendance. 200

Do you have electrical needs? yes Identify: just 110 power / power strip

Will there be alcohol at the event? NO Will alcohol be sold at the event? _____ Do you have a liquor license? _____

Will you have inflatables at the event? If yes you will be required to provide liability insurance to the City. NO

Are you requesting Street closures? yes Which Streets? Lakeshore Dr. to lakeside for start

Starting Time: 7:30am Ending Time: 7:35am

Will there be fireworks involved with this event? If Yes please contact the Fire Chief at 712-732-8010. NO

Are you requesting security services provided by Storm Lake Public Safety? SLPS may require security services. yes

Signature Field: Angelo Snyder Date: 7/26/14

CERTIFICATE OF INSURANCE

DATE: 8/8/2014

CERTIFICATE NUMBER: 20140407241878

AGENCY:

ESIX 3 LLC
d/b/a Entertainment & Sports Insurance eXperts (ESIX)
d/b/a Entertainment and Sports Insurance Agency (California)
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Telephone)
678-324-3303 (Facsimile)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. Step Up
132 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co.

EVENT INFORMATION:

Step Up (8/30/2014 - 8/31/2014)

POLICY/COVERAGE INFORMATION:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	X COMMERCIAL GENERAL LIABILITY	PHPK1092686	11/1/2013 12:01 AM	11/1/2014 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	X Occurrence				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is additional insured but only for the liability arising out of the negligence of the named insured, per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002).

CERTIFICATE HOLDER:

City of Storm Lake
620 Erie St.
Storm Lake IA 50588

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:



Public Safety Police & Fire

PERMIT

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

Event 2014 Step Up Running Event

Issued To: Name Angie Snyder

Organization Coordinator

Address 1820 Perkins Avenue

Nemaha, IA 50567

Phone H: 712-636-4495 / C: 712-660-8089

Date(s) of Event Saturday, 8-30-2014

Time(s) of Event See Below

Expiration of Permit 8-31-2014

Location/Area of Use Noice Variance - Awaysis Park - 6:00am - 12:00pm

Run - 7:30am - Sunrise Park Road - Lake Trail - Emerald Park

Type of Permit

<u>X X X</u>	<u>1</u>	<u>Noise Variance -8-7-4</u>	<u>6:00am - 12:00pm</u>
<u>X X X</u>	<u>2</u>	<u>Ride/Run/Walk - 9-13-4</u>	<u>7:30am</u>
<u> </u>	<u>3</u>	<u>Parade -9-13-4</u>	
<u> </u>	<u>4</u>	<u>Public Demonstration - 8-7-4</u>	
<u> </u>	<u>5</u>	<u>Street Closing</u>	
<u> </u>	<u>6</u>	<u>Fireworks - 8-2-1-(I2A)</u>	
<u> </u>	<u>7</u>	<u>Authorized Burn - 7-2-2-B</u>	
<u>X X X</u>	<u>8</u>	<u>Other</u>	<u>Close West Awaysis Parking Lot - 6:00am - 12:00pm</u>

Authorized by: Mark A. Prosser

Printed Name


Signature

8-19-2014

Date

Public Safety Director

Title

RESOLUTION NO. 30-R-2014-2015

A RESOLUTION APPROVING REQUESTS FOR THE 2014 STEP UP RUNNING EVENT

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

To approve the use of Awaysis Park on Saturday, August 30, 2014 between the hours of 6:00am and 12:00pm.

To further approve the closing of the west Awaysis Park parking lot on Saturday, August 30, 2014 between the hours of 6:00am and 12:00pm.

To further approve a noise variance on Saturday, August 30, 2014 between the hours of 6:00am and 12:00pm.

To further approve the temporary closing of Sunrise Park Road for the beginning of the race at 7:30am.

To further approve appropriate support from the Parks and Public Safety Departments.

And to further issue a Run/Walk Permit for the event.

PASSED AND APPROVED this 18th day of August, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

8/18/2014
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: **Public Hearing For Re-Zoning Request For City Of Storm Lake**

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: Open the Public Hearing
Hear Any Comments
Close the Public Hearing

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

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

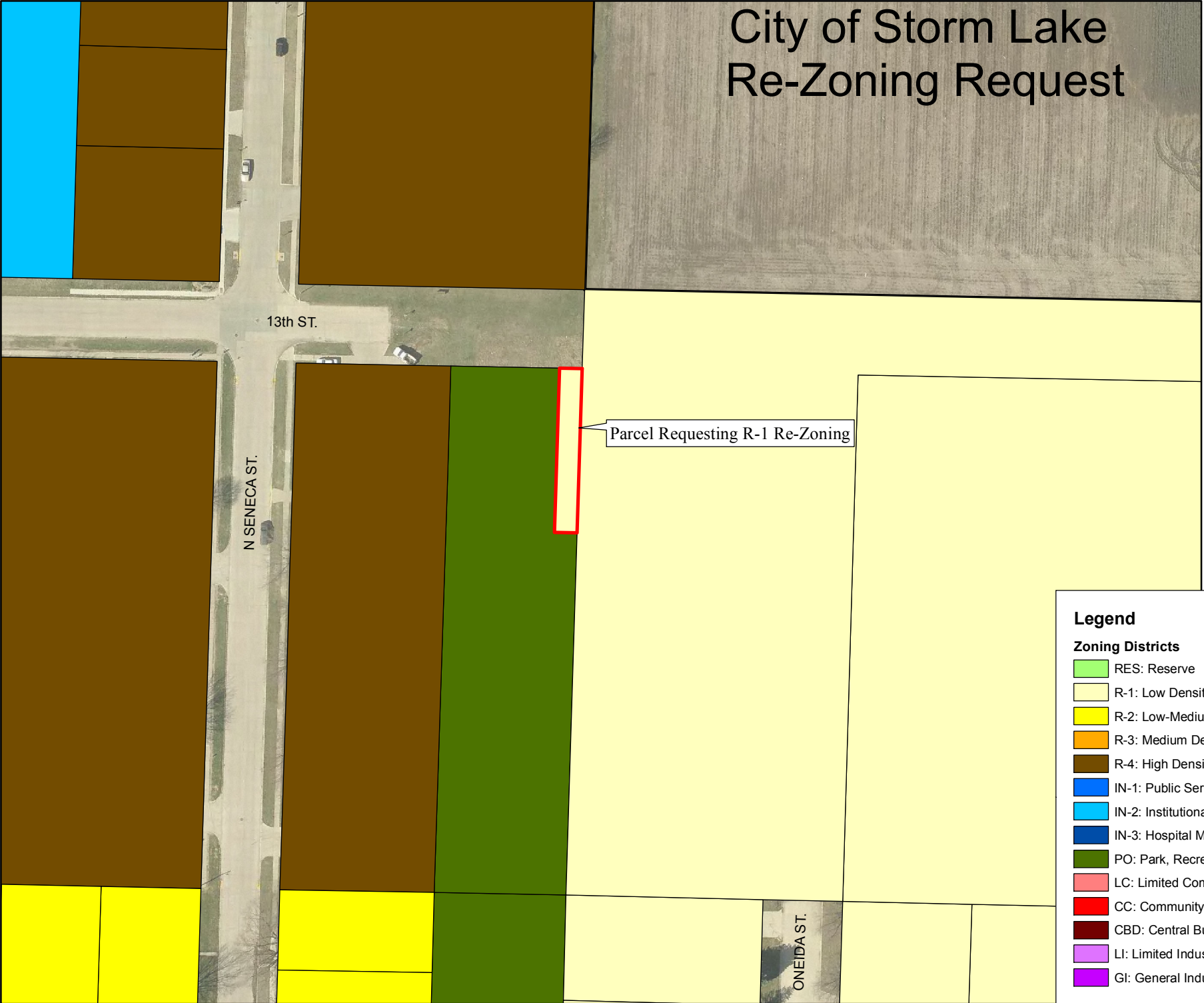


PARCEL	OWNER
A	City of Storm Lake
B	Council Properties LLC
C	Corey LLC
D	City of Storm Lake
E	City of Storm Lake
F	Harley & Maria Bucheli
G	City of Storm Lake
H	City of Storm Lake
I	Randy & Joy Schuler
J	Roger & Barbara Waggle
	Naomi Benna
	Glennys Pederson Life Estate
	Alan & Elaine Mitchell
	Donna 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

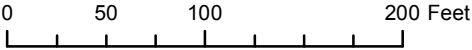


Parcel Requesting R-1 Re-Zoning

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

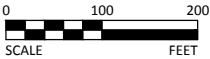
FINAL PLAT

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

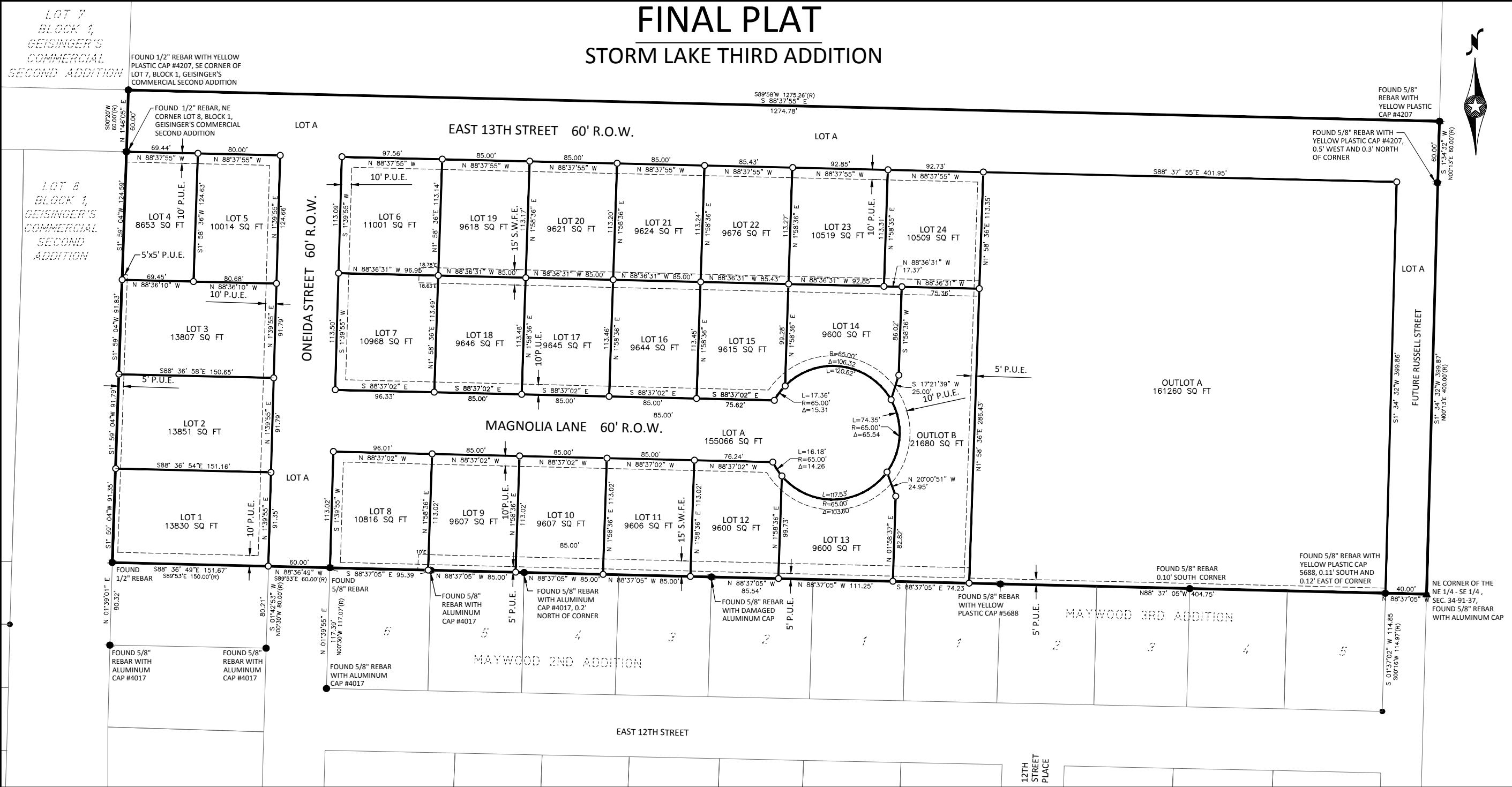
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014

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



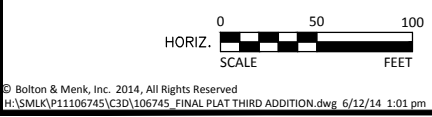
- LEGEND**
- ▲ FOUND SECTION CORNER
 - SET ½"x24" REBAR WITH YELLOW PLASTIC CAP#17535
 - FOUND MONUMENT AS NOTED
 - (R) RECORDED DIMENSION
 - (E) EASEMENT DIMENSION
 - P.U.E. PUBLIC UTILITY EASEMENT
 - S.W.F.E. SURFACE WATER FLOWAGE EASEMENT

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.



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

REV.	BY	DATE	CITY OF STORM LAKE, IOWA	SHEET
			STORM LAKE 3RD ADDITION	2
			FINAL PLAT	OF
				2

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

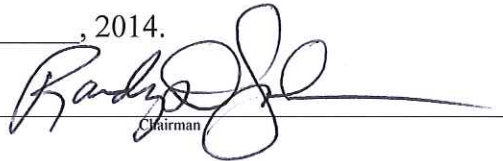
The Planning and Zoning Commission has reviewed the foregoing application and hereby recommends to the City Council that the request be:

☒ 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

Staff Summary

8/18/2014
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: Scott Olesen, Building Official

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

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
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

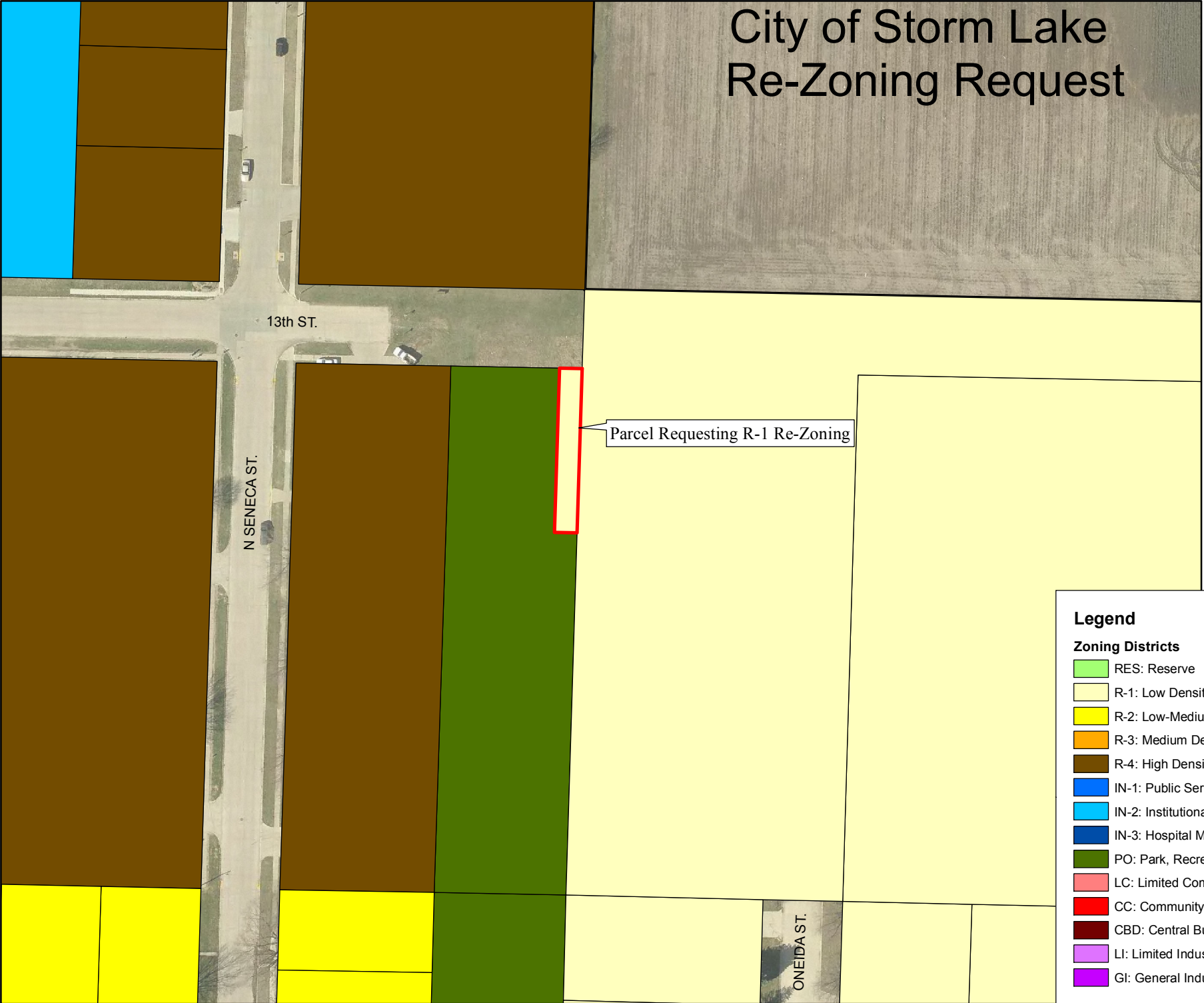


PARCEL	OWNER
A	City of Storm Lake
B	Council Properties LLC
C	Corey LLC
D	City of Storm Lake
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F	Harley & Maria Bucheli
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H	City of Storm Lake
I	Randy & Joy Schuler
J	Roger & Barbara Waggle
	Naomi Benna
	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
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	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

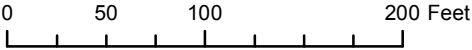


Parcel Requesting R-1 Re-Zoning

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

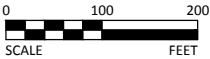
FINAL PLAT

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

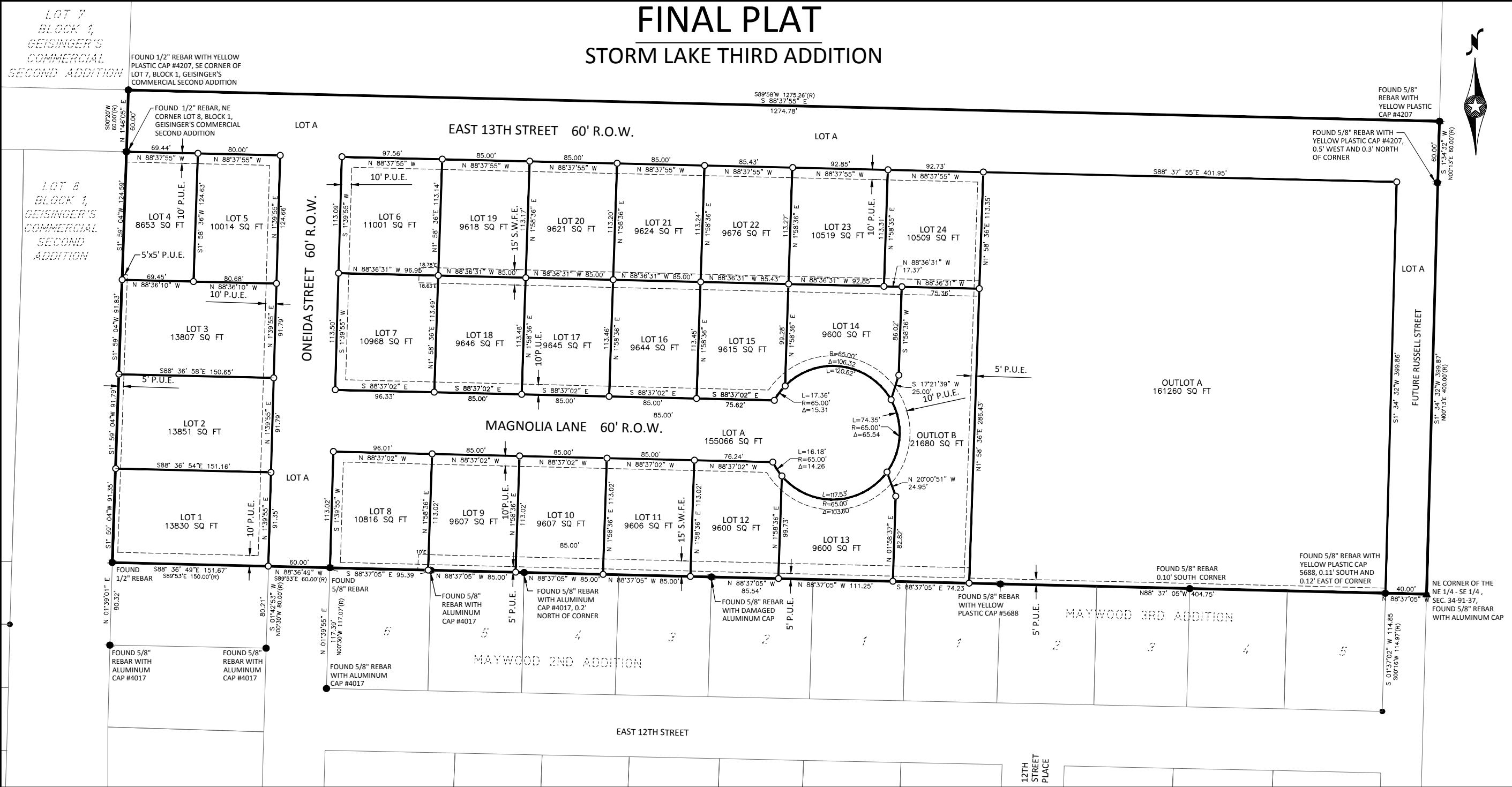
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014

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 1/2"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 1/2 OF THE NE 1/4 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 1/4 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 1/4) A DISTANCE OF 150.00 FEET TO THE PLACE OF BEGINNING.

A PART OF THE EAST HALF (E 1/2) NORTHEAST QUARTER (NE 1/4) 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 1/4) 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 1/4 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 1/4 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 1/4 A DISTANCE OF 1,126.20 FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 12.095 ACRES.

NOTES

- THE NORTH LINE OF STORM LAKE THIRD ADDITION IS ASSUMED TO BEAR S 88°37'55" E.
- 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.
- MONUMENTS WILL BE PLACED UPON COMPLETION OF UTILITY AND ROAD CONSTRUCTION.
- LOT A TO BE DEDICATED TO THE CITY OF STORM LAKE FOR STREET RIGHT-OF-WAY PURPOSES.
- OUTLOT B TO BE DEDICATED TO THE CITY OF STORM LAKE FOR PUBLIC PARK.
- OUTLOT A TO BE DEDICATED TO THE CITY OF STORM LAKE FOR STORM WATER DETENTION.
- THE TOTAL AREA OF THE ADDITION IS 586,682 SQUARE FEET.

0 50 100
HORIZ. SCALE FEET

© Bolton & Menk, Inc. 2014, All Rights Reserved
H:\SMLK\P11106745\C3D\106745- FINAL PLAT THIRD ADDITION.dwg 6/12/14 1:01 pm

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

REV.	BY	DATE

CITY OF STORM LAKE, IOWA

STORM LAKE 3RD ADDITION

FINAL PLAT

SHEET 2 OF 2

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

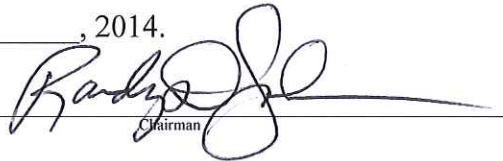
The Planning and Zoning Commission has reviewed the foregoing application and hereby recommends to the City Council that the request be:

☒ 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

8/18/2014
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: Scott Olesen, Building Official

SUBJECT: **Public Hearing Re-zoning Request 101 College, City Of Storm Lake**

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: Open the Public Hearing
Hear Any Comments
Close the Public Hearing

ATTACHMENTS:

Description	Type
📎 Re-Zoning Application	Application
📎 Adjoining Owners	Backup Material
📎 Re-Zoning Map	Backup Material
📎 P&Z Action Taken	Backup Material

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.:

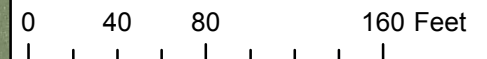
Application Fee Paid:

Date Received:

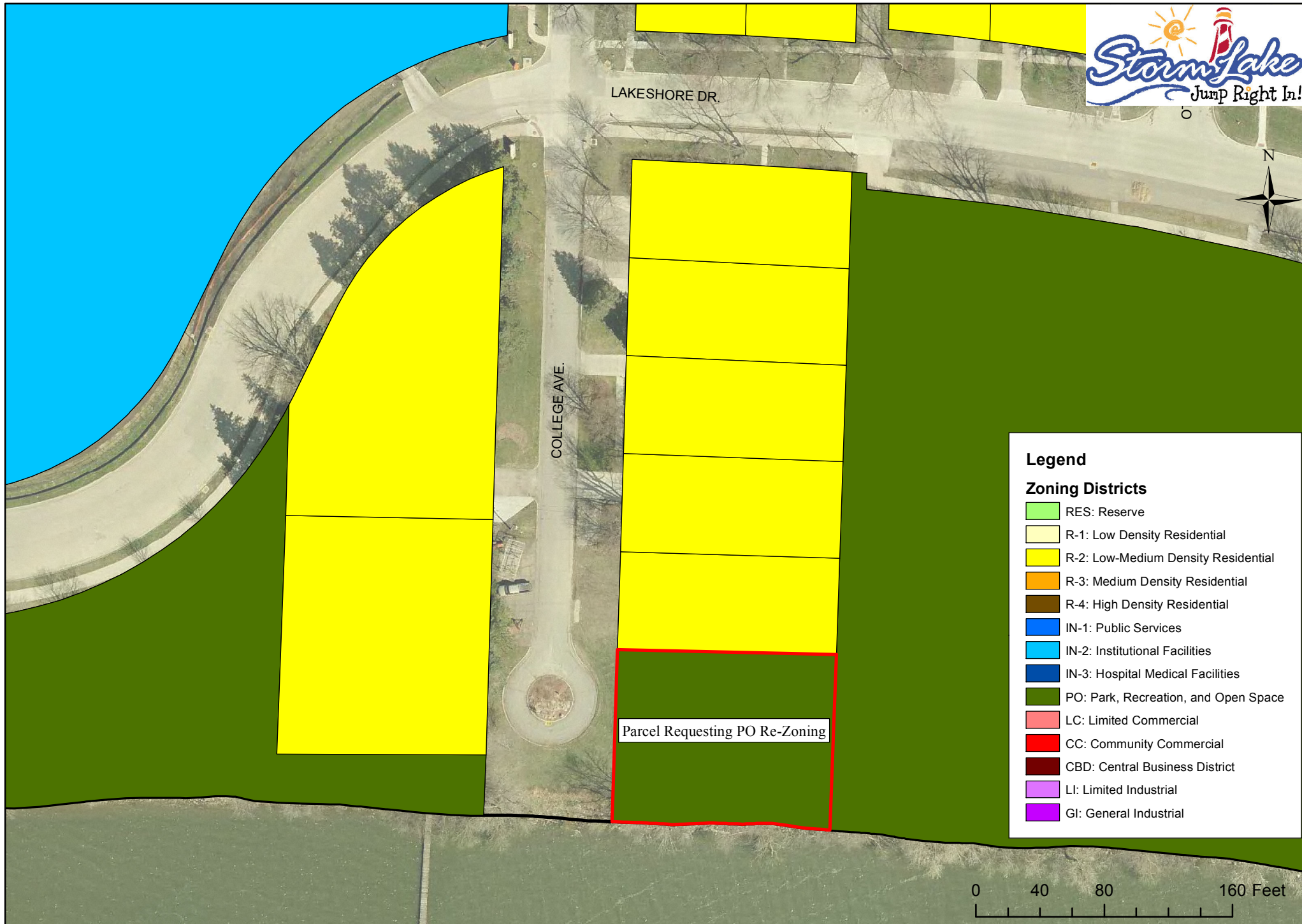
Re-Zoning Request 101 College; City of Storm Lake



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

Staff Summary

8/18/2014
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: Scott Olesen, Building Official

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

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
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.:

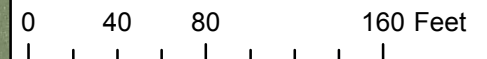
Application Fee Paid:

Date Received:

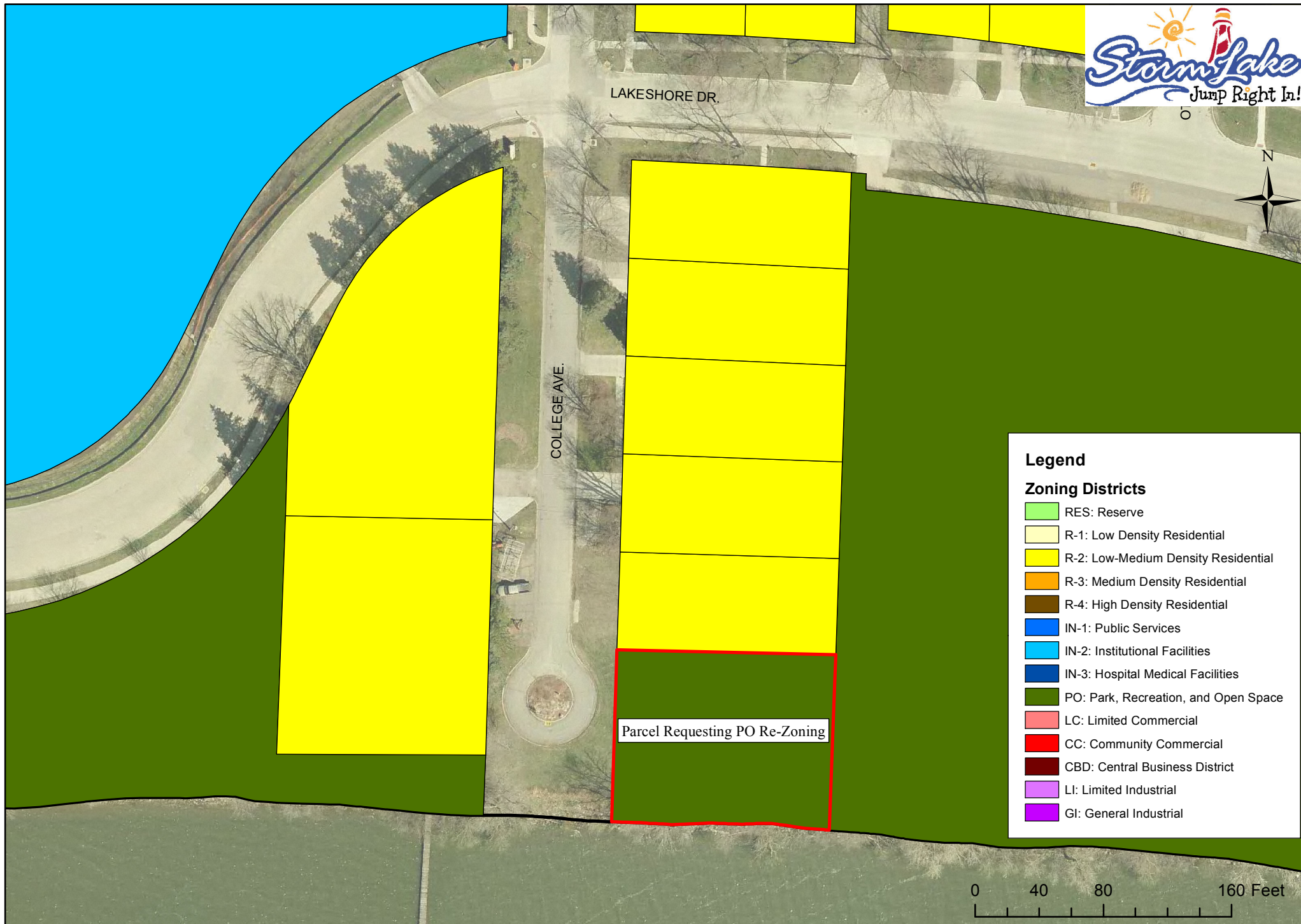
Re-Zoning Request 101 College; City of Storm Lake



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

8/18/2014
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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Motion To Approve Contract With Certified Testing Services For Geotechnical Exploration Services For The Hwy 7 Widening Project**

BACKGROUND: Certified Testing Services (CTS) will core the existing pavement at ten locations and perform one soil test boring through the core holes. The amount of the contract is a lump sum of \$3,450.00 which includes the scope of work and traffic control for CTS while onsite.

CTS will commence the work within 3 to 7 working days after receiving written notice to proceed, the report will be completed in 5 working days of completion of the fieldwork.

The work is required so that we have a good understanding of what the existing conditions of the road and subbase are as plans are developed for the widening and overlay of the road in 2015.

FISCAL IMPACT: The Council previously approved an engineering agreement with Bolton and Menk for \$130,000 for design and administrative services. The costs of the project break down as follows:

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	\$1,000,950

Funding for this project will come from USTEP (\$400,000) and STP (\$350,000) Funding and Road Use Tax Funds. City funds will come from Road Use Tax (\$275,000). Total available revenues at this time are \$1,025,000.00

RECOMMENDATION: Approve Contract

ATTACHMENTS:

	Description
☐	Contract

Type
Contract



Certified Testing Services, Inc.

419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

July 30, 2014

Attn: Mr. Justin Yarosevich
City Clerk/Assistant City Manager
City of Storm Lake
P.O. Box 1086
Storm Lake, Iowa 50588

RE: Geotechnical Exploration Services
Highway 7 Widening Project
Storm Lake, Iowa
CTS Proposal Number 3108

Dear Mr. Yarosevich,

Introduction

Certified Testing Services, Inc. is pleased to submit this proposal to perform a geotechnical exploration for the above referenced project. This proposal presents our understanding of the furnished project information, scope of work, as well as schedule and fees.

Project Information

Mr. Duncan Schwensohn, P.E. of Bolton & Menk, Inc. presented project information in an e-mail received on July 28, 2014, and telephone conversation on July 30, 2014. The e-mail included undated Sheet 1 titled, "Pavement Core Locations", Standard Road Plan RG-3 dated March 1, 1962, and an undated and untitled standard road plan. CTS understands that the project will consist of widening State Highway 7 beginning just west of its intersection with Northwestern Avenue and extending approximately 2,000 feet east. It is also understood that the existing pavement will be milled and overlaid where possible and there will not be any utility work performed.

Scope of Work

Based on the information provided by Mr. Schwensohn, CTS proposes to core the existing pavement at ten locations and perform one soil test boring through the core holes to a depth of 6.5 feet below the top of pavement at the outer core location at each station location indicated in the plan titled, "Pavement Core Locations". At the completion of the fieldwork, samples collected in the field will be transported to the laboratory and tested to determine select engineering properties that will be used in our analysis. The results of the fieldwork, laboratory testing, project information and other information will be evaluated by a professional engineer familiar with the soil conditions in the project area and presented in a report.

Items that will be addressed in the report will include our understanding of the project information, topographic and subsurface information, review of geologic and subsurface information, review of field and laboratory test procedures, provide existing pavement thickness measurements, discuss condition of the pavement and subgrade, provide recommendations for pavement subgrade preparation, and provide groundwater information.

The scope of services is based on the utilities being located by CTS, the City of Storm Lake providing permission to access the work area and the boring locations being accessible to a truck mounted drill rig. **It should be noted that Iowa One Call will not locate private utilities. The owner should make CTS aware of the specific location of private utilities. CTS cannot be held responsible for private utility lines that are cut that we are not made aware of their specific location.** CTS cannot be held responsible for settlement in the drill holes once we have left the site or site damage caused accessing the site. Field and laboratory testing will be performed, where applicable, in accordance with ASTM procedures. Our scope of work does not include an evaluation of existing environmental conditions.

Cost

Based on the scope of work discussed above, CTS proposes to perform the work for a lump sum amount of \$3,450.00, which includes traffic control. This cost includes three copies of the final report. It is further proposed to perform the work in accordance with the attached CTS "General Conditions" which are incorporated into this proposal.

Schedule and Authorization

Based on our present schedule, we can commence the fieldwork within three to seven working days after receiving written notice to proceed, if we are provided with access to the site, and site conditions and weather permit. CTS's written report would be completed within five working days of completion of the fieldwork and would be available through e-mail. One-call services require a 48-hour notice prior to performing the work.

CTS will proceed with the fieldwork based on the receipt of a signed copy of this proposal. To speed up the process a copy of the signature page may be faxed to (712) 252-0110 or e-mailed to jimbertsch@cableone.net and would serve as written authorization. Please complete as many items as possible on the attached project data sheet.

CTS appreciates the opportunity to submit this preliminary proposal and look forward to working with you on this project. If you should have any questions or need additional information, feel free to contact our office.

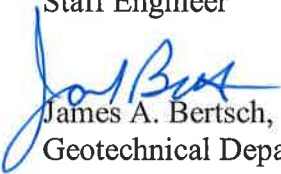
City of Storm Lake
July 30, 2014
CTS Proposal No. 3108
Page 4 of 7

Sincerely,

CERTIFIED TESTING SERVICES, INC.



Matthew R. Dailey, P.E.
Staff Engineer



James A. Bertsch, P.E.
Geotechnical Department Manager

MRD/JAB/md

Attachment: Schedule of Services
Project Data Sheet
General Conditions

cc: Bolton & Menk, Inc.

AGREED TO THIS _____ **DAY OF** _____, 20____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

FIRM: _____

SCHEDULE OF SERVICES AND FEES

<u>Field Services</u>	<u>Unit</u>	<u>Unit Fees</u>
Mobilization	Per Trip	\$240.00
Drilling	Per foot	10.00
Sampling	Each	9.00
Coring	Each	75.00
Standby	Hour	140.00
 <u>Lab Services</u>		
Atterberg Limits	Each	\$80.00
Moisture Content	Each	8.00
Dry Density	Each	10.00
Unconfined Compression	Each	15.00
Standard Proctor Test	Each	140.00
Gradation Test	Each	80.00
 <u>Report</u>		
Additional Report	Each	\$30.00
Senior Engineering Technician	Hour	64.00
Crew Chief	Hour	74.00
Staff Engineer	Hour	125.00
Senior Engineer	Hour	155.00

CERTIFIED TESTING SERVICES, INC
PROJECT DATA SHEET
SUBSURFACE EXPLORATION

1. Project Name: _____
2. Project Location: _____
3. Your Job Number _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Number and Distribution of Reports:

() Copies To: _____

Attn: _____

() Copies To: _____

Attn: _____
6. Invoicing Address:

Attn: _____

GENERAL CONDITIONS

SUBSURFACE EXPLORATION SERVICES

SECTION 1: Scope of Work

CTS shall perform the services defined in the contract and shall invoice the client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change, even as the work is in progress. CTS will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. CTS can perform additional work with verbal authorization, and will provide written confirmation of fees, if requested. All costs incurred because of delays in authorizing the additional work will be billed to the client.

Fee schedules are valid for one year following the date of the contract unless otherwise noted.

SECTION 2: Access to Sites

Unless otherwise agreed, the client will furnish CTS with right-of-access to the site in order to conduct the planned exploration.

While CTS will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement.

SECTION 3: Soil Boring Locations

The client will furnish CTS with a diagram indicating the location of the site. Test boring locations may also be indicated on the diagram. CTS reserves the right to deviate a reasonable distance from the boring locations specified unless this right is specifically revoked by the client in writing at the time the location diagram is supplied. CTS reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered which were not made known to CTS prior to the date of this contract.

The accuracy and proximity of provided survey control will affect the accuracy of in situ test location and evaluation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

SECTION 4: Utilities

In the performance of its work, CTS will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities.

The client agrees to hold CTS harmless and indemnify CTS for any claims, payments or other liability, including costs and attorney fees incurred by CTS for any damages to subterranean structures which are not called to CTS's attention and correctly shown on plans furnished to CTS.

SECTION 5: Samples

CTS will retain all soil and rock samples for 30 days after submission of the report. Further storage or transfer of samples can be made at owner expense upon written request.

SECTION 6: Unanticipated Hazardous Materials

It shall be the duty of the owner or his representative to advise CTS of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, by-products, wastes or samples of the foregoing which CTS may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by CTS's employees, agents or subcontractors.

If during the course of providing services CTS observes or suspects the existence of unanticipated hazardous materials, CTS may at its option terminate further work on the project and notify client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of CTS, CTS may at its option terminate this contract.

SECTION 7: Reports and Invoices

CTS will furnish three (3) copies of the report to the client. Additional copies will be furnished at the rate specified in the fee schedule.

CTS will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, but not exceeding a maximum rate allowed by law, on past due accounts.

SECTION 8: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CTS as instruments of service, shall remain the property of CTS, unless there are other contractual agreements.

SECTION 9: Confidentiality

CTS shall hold confidential all businesses or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". CTS shall not disclose such information without the client's consent except to the extent required for 1) Performance of services under this agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive

and/or 4) Protection of CTS against claims or liabilities arising from performance or services under this agreement. CTS obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: Standard of Care

Services performed by CTS under this Agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

The client recognizes that the subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by CTS and that the data, interpretations and recommendations of CTS are based solely upon the data available to CTS. CTS will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 11: Subpoenas

The client is responsible, after notification, for payment of time charges and expenses resulting from our required response to subpoenas issued by any party in conjunction with our work. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 12: Limitation of Liability

The client agrees to limit CTS's liability to the owner and all construction contractors and subcontractors on the project arising from CTS's professional acts, errors, or omissions, such that the total aggregate liability of CTS to all those named shall not exceed \$50,000 or CTS's total fee for the services rendered on this project, whichever is greater. The owner further agrees to require of the contractor and his subcontractors an identical limitation of CTS's liability for damages suffered by the contractor or subcontractor arising from CTS's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of CTS's professional acts, errors or omissions.

SECTION 13: Insurance and Indemnity

CTS represents that it and its staff are protected by worker's compensation insurance and that CTS has such coverage under public liability and property damage insurance policies which CTS deems to be adequate. It is the policy of CTS to require certificates of insurance from all consultants or subcontractors employed by CTS. Certificates for all such policies of insurance will be provided to client upon request in writing. Within the limits and conditions of such insurance, CTS agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of CTS or its employees. CTS shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. CTS shall not be responsible for any loss, damage or liability arising from any acts by a client, its agents, staff or other consultants employed by others.

CTS's compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposures to pollution, hazardous waste or toxic or other dangerous substances or conditions. Accordingly, except as expressly provided in this contract, the client waives any claim against CTS and agrees to indemnify and save CTS, its agents, and its employees harmless from any claim, liability or defense cost for injury or loss sustained by any party from such exposures allegedly arising out of or related to CTS's performance of services hereunder.

SECTION 14: Termination

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CTS shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses or termination or suspension shall include all direct costs of CTS required to complete analysis and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 15: Precedence

These Standards, Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CTS's services.



Certified Testing Services, Inc.

419 W. 6th Street
P.O. Box 1193
Sioux City, Iowa 51102

Staff Summary

8/18/2014
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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Motion To Approve The Engineering Agreement With Bolton & Menk For Engineering Plans For Watermain Replacement On Hwy 7**

BACKGROUND: This will replace approximately 2,400 feet of 8" watermain with associated valves and fire hydrants along Highway 7 from Barton Street to Northwestern Drive.

The replacement of the watermain will be in conjunction with the widening of Hwy 7 project. The project will have a four week construction schedule.

Bolton and Menk is the design engineer on the HWY 7 project and City staff is recommending them to do the work on the water line project so as to coordinate the work and to ensure that the project is done so that it doesn't conflict with the overall HWY 7 road project.

The contract has been reviewed by the City Attorney and is ready for consideration by the City Council.

FISCAL IMPACT: Cost of the contract is a not to exceed amount of \$19,000.

Cost of construction	\$236,670.00
Engineering	\$ 19,000
Legal	\$ 5,000
Total	\$260,670

This is an unbudgeted project at this time. The construction of the water main will be considered during the upcoming FY 2016 Budget process. Funding for the engineering agreement will come from Water Fund Depreciation funds.

There is no state funding provided for this project.

RECOMMENDATION: Approve Motion.

ATTACHMENTS:

Description	Type
☐ Engineering Agreement	Contract

PROFESSIONAL SERVICES AGREEMENT

by and between
BOLTON & MENK, INC.
1900 N Grand Ave., Suite E12
Spencer, IA 51301
Ph. (712) 580-5075

and

Date of Agreement: July 29, 2014

Agreement Number: P11, _____

Highway 7 Watermain Repalcement

Project Location: Storm Lake, Iowa

Client

Name: City of Storm Lake, Iowa

Address: 620 Erie Street

Address: _____

City: Storm Lake State Iowa Zip 50588

(hereinafter referred to as Client)

Phone No.: 712-732-8000

Fax No.: 712-732-4114

Agent or Person Ordering Services and/or Billing Address (if different)

Agent or Person Ordering Services: Pat Kelly, Infrastructure Director

Address: _____

City: _____ State _____ Zip _____

Phone No.:

Fax No.:

Fee Arrangement

Tasks 1, Task 2 - Not to exceed \$ 19,000 (Billed at standard hourly rates)

Task 3 - Hourly Estimate \$ 6,000 (Billed at standard hourly rates)

Scope/Intent and Extent of Services

Scope of Work is to be completed as outlined in the attached Exhibit I. Agreement is subject to the attached Terms & Conditions

Special Conditions

BMI and Client agree to the Terms and Conditions as stated above and attached to this Agreement. The below signed represents that he or she has been authorized to accept this agreement on behalf of the Client.

Offered by: Bolton & Menk, Inc.

Accepted by:

Neil Guess, PE Principal Engineer

print name/title



signature and date

7/29/14

Jon F. Kruse, Mayor

print name/title

signature and date

EXHIBIT I
CONSULTANT'S SERVICES

HIGHWAY 7 WATERMAIN PROJECT

STORM LAKE, IOWA

JULY 2014

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

CONSULTANT is pleased to propose the following scope of services and agreement to complete approximately 2400 feet of watermain replacement on Highway 7 from Barton Street to Northwestern Drive.

Bolton & Menk will communicate with the City staff throughout the project design and construction. Communication will include meeting minutes, phone calls, e-mails, and on-site meetings. Our team members will be involved from design through construction. Our project manager will stay actively involved in the project through completion and will serve as a single point of contact for the City for all phases of the project.

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

TASK 1: Design & Bidding Documents

Task 1.A Administration & Coordination

This will include day-to-day communication with the City.

Task 1.B Water Main Design

Bolton & Menk will prepare a draft plan set showing proposed improvements in accordance with City and SUDAS requirements. After receiving comments from City Staff, we will incorporate those comments into our final design.

Major design components will include the following:

- Utilize design survey performed for the Highway 7 widening project.
- Review existing information and data on the project, and prepare a project base layout.
- Complete a detailed design of the watermain and services, provide complete plans and specifications, and Engineer's estimate.
- Prepare Permit Application for IDNR.

Task 1.C Bidding Documents (Project Manual)

The project manual will include the following items:

- General Information for Bidders: Advertisement for Bids, Instructions to Bidders, Special Bidding requirements/provisions
- General Supplementary Conditions
- Information to be submitted with bid: Proposal and Bid Bond
- Agreement, Performance, Payment and Maintenance Bond Forms
- Technical Specifications, SUDAS

Task 1.D Meetings

A kick-off meeting has already been held with City staff to collect existing information, to assess

your needs, and finalize the scope of work. One additional coordination meeting will be included for plan review.

TASK 2: Bidding Phase

Bolton & Menk will provide the following items during bidding phase services:

- Prepare advertisement for bids and submit to the City for publications
- Provide copies of the contract/bidding documents
- Address questions from prospective bidders, subcontractors and suppliers, and prepare and issue addenda as required
- Attend bid opening and prepare recommendation for Award

TASK 3: Construction Phase Services (4 week Construction Schedule Assumed)

Task 3.A Preconstruction Conference

Bolton & Menk will attend and preside over a preconstruction conference. Attendees will include City staff, Contractor representatives, and Bolton & Menk staff. We will also be available to answer Contractor questions during the project.

Task 3.B Construction Administration

During the term of the construction phase, Bolton & Menk will provide the following services: Review all shop drawing submittals, prepare pay estimates and other contractor or City correspondence, conduct onsite visits estimated at one half day 2 times per week, final inspection, and preparation of punch list and other close out documents.

Task 3.C Construction Staking

We will provide one set of stakes for location of water main, fittings, and hydrants.

Task 3.D Record Drawings

Provide Record Drawings based on City staff and Contractor construction records.

Items provided by the Client

- Application/permit fees
- Electronic copies of existing documents (reports, deeds, plats, plans, etc.)
- Coordination for franchise utility locates
- Daily construction observations
- Coordination of water service line transfers to new main

BASIS OF FEE ASSUMPTIONS

For this proposal, assumptions were made as to the nature of how or why certain situations will be handled. These assumptions are as follows:

- Off-site improvement design will not be required
- Deliverables provided by owner are sufficient to be used for the basis for design
- Any changes to the scope of work that are not specifically included in this proposal will be considered additional work and a negotiated amendment to the agreement will be completed.
- Full time Resident Project Representative will not be required for the project.

Terms & Conditions

Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule or scope of the Proposal.

A. Services: BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal shall be considered "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. Client shall promptly inform BMI of any alleged defects in services provided or the project.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, property damage may occur due to excavations, tree and brush trimming, marking lines, etc. The cost to correct resulting damages has not been included in the fee. BMI will take precautions to minimize damage due to these activities and the Client agrees to reimburse BMI for any costs associated with required restoration work.

D. Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no expressed or implied warranty with respect to its undertakings described herein.**

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

F. Project Approvals: Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements, BMI makes no representations as to acceptability or approvability of the project; or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to BMI is not contingent upon project approval.

G. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

Terms & Conditions

Bolton & Menk, Inc.

(Continued)

H. Construction Phase Services: If construction phase engineering or staking services are included in this Proposal or subsequently authorized, Client is notified that BMI is not be responsible for means, methods, techniques or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.

I. Ownership and Alteration of Documents: All documents, including reports, specifications, drawings, field data, notes and documents or electronic media prepared or furnished by BMI under this agreement shall remain the property of BMI. The Client may make and retain copies for its use in connection with this project. However, such documents are not intended for reuse by the Client on any other project or alteration of the project by others without the written consent of BMI. Electronic media may be furnished for convenience of Client; however, only signed and certified hard copies of submittals may be relied upon as documentation of professional services provided.

J. Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either monthly or upon completion of services. Invoices are due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services.

K. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1 % on the unpaid balance. If any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

L. Termination of Services: This agreement may be terminated, upon written notice, by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

M. Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed \$ 50,000. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, if any.

N. Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall be submitted to mediation before any other lawful dispute resolution is commenced by either party.

O. Withdrawal of Proposal: This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this Proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph P.

P. Agreement: If the Proposal is accepted, the Client and BMI may enter into and execute an Agreement incorporating the Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. Upon request by the Client, BMI may, at its sole discretion and for the benefit of the Client, proceed with any proposed services prior to execution of a written agreement. In the absence of an executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

Staff Summary

8/18/2014

Agenda Item # 11.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Approving Memorandum Of Understanding With IDNR For ReLeaf Program**

BACKGROUND: The ReLeaf Program is a similar program to one that the City partnered with in the past; however this one is a partnership between Alliant Energy and the Iowa Department of Natural Resources. The program will provide residents of Storm Lake and Buena Vista County who are Alliant Energy customers with the opportunity to purchase up to two (2) trees for \$25. per tree.

There are several varieties of the trees available, all of which are shown on the application form and the city's web page for this program at www.stormlake.org/releaf. Links to more information about the trees is also available on the web page. Trees are reserved with payment on a first come first serve basis. All trees must be picked up on the distribution date, Saturday, September 27, 2014 from 8AM to 10AM in the AWAYSIS Park parking lot.

The Iowa Department of Natural Resources will be conducting a tree planting demonstration in AWAYSIS Park at 9AM on the 27th. The public is invited to attend this opportunity.

Tree order forms are available on the City's web page as well as at City Hall. All orders should be mailed to the City of Storm Lake at PO Box 1086, (Attn: ReLeaf Program), Storm Lake, Iowa 50588 or they may be dropped off at City Hall 620 Erie Street.

The MOU attached here outlines the duties of the City and the IDNR regarding this program including that the IDNR will pay the City \$1,500 for any unpurchased trees and administration of the program. Any trees not picked up or purchased will become property of the City of Storm Lake and planted in the City's parks.

The MOU has been reviewed by the City Attorney.

FISCAL IMPACT: The MOU provides for \$1,500 in funding for the program plus the revenues received by the sale of trees. The City will have to pay

for the cost of the trees purchase, 125, and will have to provide administrative support which will include overtime for two administrative staff and two parks/public works staff on the day of the distribution.

There will be additional staff time in marketing the program through our existing publications and online. Alliant Energy is paying for and handling advertising through print and radio media within the community.

RECOMMENDATION: Approve Motion & Authorize Mayor to Sign MOU

ATTACHMENTS:

Description		Type
	Memorandum of Understanding	Contract

MEMORANDUM OF UNDERSTANDING (MOU)

THIS AGREEMENT is made on Monday, August 04, 2014 between the **City of Storm Lake** and **THE IOWA DEPARTMENT OF NATURAL RESOURCES** (hereafter referred to as "Department").

Department agrees to pay the City of Storm Lake the following:

1. An amount not to exceed one thousand, five hundred dollars and no cents (\$1,500.00) to handle all administrative costs associated with handling applications, promotions and distribution day expenses.
2. The remaining nursery balance after customer payment, not to exceed \$4,600.00 of the total cost of nursery for approximately 125 trees during the Fall 2014 season to implement a residential tree planting and distribution project in cooperation with the Iowa Department of Natural Resources for Alliant Energy customers in Buena Vista county and surrounding region.

The City of Storm Lake shall use the funds provided pursuant to numbered paragraph two above and resident participation fees to pay any invoices associated with the purchase of approximately 125 landscape trees from local nurseries and garden centers. The City of Storm Lake shall sell the landscape trees for an amount not to exceed \$25.00 each to Alliant Energy customers in and around the Buena Vista county region during the Fall 2014 season. The Department shall not pay for any costs associated with landscaping or providing any other plant installation services. Any material variation from these projects and amounts shall require the prior written consent of the Department.

The funds provided by Alliant Energy's Operation ReLeaf Program to the Department shall be provided to the City of Storm Lake after receipt of original invoice for the \$1,500.00 for administration plus the balance of nursery invoices after customer payments. Copies of nursery receipts and final accomplishment report must be included.

An original invoice on the City of Storm Lake official letterhead shall conform with the requirements of Iowa Code section 8A.514, and shall include the City of Storm Lake Federal Identification Number and be signed and dated in ink. Final reports must include accomplishments to date and accounting which details how the funds provided by Alliant Energy through the Department were spent to date. The City of Storm Lake will do this by providing an Excel (or similar program) spreadsheet listing Buena Vista county region – Alliant Energy customer participation and copies of all invoices for tree purchases. The Department shall not be subject to late fees. For processing send all invoices and reports within 30 days after project completion to:

Iowa DNR – Forestry Bureau
Attn: Laura Wagner
Wallace State Office Building
502 East 9th
Des Moines, IA 50319-0034

The Department shall be entitled to review the City of Storm Lake financial records relating to the Operation ReLeaf in Buena Vista county. City of Storm Lake agrees to maintain adequate accounting records and allow authorized officials of the Department to examine financial records pertaining to this Agreement. This examination of the records can be completed at reasonable times and for a period of three years after the termination of this Agreement.

This Agreement shall terminate upon project completion. The Department reserves the right to terminate the Agreement, upon sixty days' notice, in the event adequate funds are not appropriated or granted to allow the Department to operate as required and to fulfill its obligations under this Agreement; funds are de-appropriated or not allocated or if funds needed by the Department, at the Department's sole discretion, are insufficient for any reason; the Department's authorization to operate is withdrawn or there is a material alteration in the

programs administered by the Department; the Department's duties are substantially modified not to include management of this Program.

Nothing in this Agreement shall be construed to create joint or several liability of a party hereto for the acts, omissions or obligations of the other party. Each party shall be liable only for its own acts and the parties shall have such rights of indemnity and contribution among themselves with respect to this Agreement and the undertakings hereunder as shall be permitted by law and consistent with the provisions of this Agreement. Each party agrees to save and indemnify and hold harmless, the other party, its officers and employees against all liabilities, judgments, costs and expenses which the parties may incur or which in any way results from the acts, omissions, carelessness or neglect of either party, as may be allowed by law.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa. Nothing herein shall be construed to relieve any party of any obligation or responsibility imposed upon it by law. The City of Storm Lake, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The City of Storm Lake, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Agreement.

The Department and the City of Storm Lake, shall mutually agree upon appropriate method of recognizing Alliant Energy for its provisions of funds hereunder.

This Agreement supersedes all prior Contracts or Agreements between the DNR and the City of Storm Lake for the services provided in connection with this Agreement.

Nothing in this Agreement entitles City of Storm Lake to additional funds not contemplated within this Agreement or additional contracting opportunities with the Department.

By their signatures below, the representatives of the respective parties confirm that this Agreement has been approved and its execution authorized by the respective duly authorized officers or governing bodies of the parties as of the last date written below.

City of Storm Lake

IOWA DEPARTMENT OF NATURAL RESOURCES

Signed

Paul Tauke, Forestry Bureau Chief

Date

Date

Staff Summary

8/18/2014
Agenda Item # 12.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 31-R-2014-2015 Approving Contract For Storm Lake 3rd Addition Utilities**

BACKGROUND: This resolution will approve the contracts with Lundell Construction of Cherokee Iowa for the Storm Lake 3rd Addition Utilities project.

Following a bid letting on July 29th Lundell Construction was the only bidder on the project. Their bid was 15.6% lower than the engineer's estimate on the project.

Lundell Construction has provided the City with signed copies of the contract, their bonds and insurance certificates and the City is ready to consider approval of the contract.

FISCAL IMPACT: The cost of the sub-division will be paid back through the collection of incremental taxes off the property through the Urban Renewal Area that the City of Storm Lake has set up on the property and the sale of the lots. The cost of developing the sub-division is still an overall estimate as we are still waiting for costs from the utility companies. Here is a break down of the costs that we have at this time:

Engineering	\$81,890.00 (Contract)
Construction - Utilities	\$268,933.30 (Bid)
Alliant Utility Cost	Unknown
Mid American Utility Cost	Unknown
Admin/Legal	\$35,000 (Estimate)
Contingency	\$50,000 (Estimate)
Land Purchase	\$56,037 (Pro-rated)
Total	\$491,860.30

RECOMMENDATION: Adopt Resolution No. 31-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Contract	Contract
☐ Resolution No. 31-R-2014-2015	Resolution

CONTRACT

Storm Lake 3rd Addition Phase 1 Utilities and Grading
City of Storm Lake
Storm Lake, IA

THIS CONTRACT, made and entered into at Storm Lake, Iowa this 29th day of July 2014, by and between the City of Storm Lake hereinafter called the "Jurisdiction", and Lundell Construction Co., Inc., hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Storm Lake 3rd Addition Phase 1 Utilities and Grading as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Storm Lake, 620 Erie Street, Storm Lake, IA. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2014 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

PROJECT DESCRIPTION: The project location is along East 13th Street and Oneida Street north of East 12th Street. The work consists of overlot grading and the installation of water main and water service, sanitary sewer main and services, and construction of a rock construction access for the 8-lot Storm Lake 3rd Addition, Phase 1 Improvements.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two Hundred Sixty-Eight Thousand Nine Hundred Thirty-Three Dollars and Thirty Cents (\$268,933.30), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work on or before November 15, 2014; and to pay liquidated damages for noncompliance with said completion provisions at a rate of Five hundred dollars (\$500.00) for each calendar day that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Storm Lake

CONTRACTOR: Lundell Construction Co., Inc.

By _____
Jon Kruse, Mayor

(Seal)
ATTEST:

Justin Yarosevich, City Clerk

By Lundell Construction Co., Inc.
x Mark A. Lundell
Mark A. Lundell
President

Lundell Construction Co., Inc.

1250 South 2nd Street - P.O. Box 538
Street Address

Cherokee, Iowa 51012
City, State, Zip Code

712-225-5763
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the City Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, or as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. _____

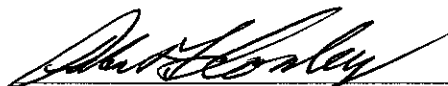
Name of Surety _____

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

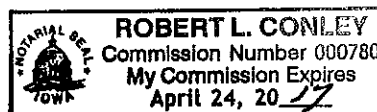
CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Cherokee County)

On this 30th day of July, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark A Lundell and _____, to me known, who, being by me duly sworn, did say that ~~XXXX~~ ^{he is} the President, ~~XXXX~~, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXX~~ the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that XXX Robert L. Conley acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Notary Public in and for the State of Iowa
My commission expires April 24, 2017



CONTRACT ATTACHMENT: ITEM 1: GENERAL - None
CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE CITY RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT.

Item No.	Description	Unit	Approx. Quantities	Unit Price	Bid Amount
1	TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00
2	MOBILIZATION	LS	1	\$9,085.00	\$9,085.00
3	TOPSOIL STRIPPING AND RESPREAD	CY	6,824	\$3.45	\$23,542.80
4	EXCAVATION, CLASS 13	CY	13,650	\$2.85	\$38,902.50
5	SUBBASE, 0207 3" BALLAST STONE	TON	290	\$29.00	\$8,410.00
6	CLASS A ROADSTONE	TON	95	\$26.50	\$2,517.50
7	EXPLORATORY EXCAVATION, UTILITY POTHOLE	EA	5	\$200.00	\$1,000.00
8	TRENCH FOUNDATION	TON	100	\$27.00	\$2,700.00
9	TRENCH COMPACTION TESTING	LS	1	\$2,645.00	\$2,645.00
10	SANITARY SEWER GRAVITY MAIN, TRENCHED, SDR 26, 8"	LF	438	\$84.00	\$36,792.00
11	SANITARY SEWER SERVICE STUB, SDR 23.5, 4"	LF	275	\$58.80	\$16,170.00
12	SANITARY SEWER SERVICE STUB WITH RISER, SDR 23.5, 4"	LF	45	\$52.00	\$2,340.00
13	FIELD TILE REPAIR	LF	100	\$20.00	\$2,000.00
14	WATERMAIN, TRENCHED, C900, 8"	LF	1,000	\$31.85	\$31,850.00
15	WATERMAIN FITTINGS, BY WEIGHT	LBS	598	\$8.25	\$4,933.50
16	WATERMAIN SERVICE STUB, TYPE K COPPER, 1"	EA	8	\$1,650.00	\$13,200.00
17	GATE VALVE & BOX, 8"	EA	5	\$1,605.00	\$8,025.00
18	FIRE HYDRANT ASSEMBLY	EA	3	\$4,450.00	\$13,350.00
19	MANHOLE SANITARY, TYPE SW-301, 48"	EA	3	\$7,300.00	\$21,900.00
20	OUTSIDE DROP CONNECTION	EA	1	\$2,630.00	\$2,630.00
21	PAVEMENT REMOVAL	SY	100	\$10.00	\$1,000.00
22	CONVENTIONAL SEEDING, FERTILIZING, MULCHING - TYPE 4	AC	11.9	\$1,100.00	\$13,090.00
23	SWPPP PREPARATION	LS	1	\$1,750.00	\$1,750.00
24	SWPPP MANAGEMENT	LS	1	\$1,000.00	\$1,000.00
25	SWPPP QUALIFYING RAINFALL EVENT INSPECTION	EA	5	\$125.00	\$625.00
26	FILTER SOCK	LF	100	\$5.00	\$500.00
27	SILT FENCE	LF	1,500	\$2.25	\$3,375.00
28	STABILIZED CONSTRUCTION ENTRANCE	EA	2	\$1,800.00	\$3,600.00
29	INLET PROTECTION DEVICE	EA	5	\$200.00	\$1,000.00
TOTAL AMOUNT BID					\$268,933.30

RESOLUTION NO. 31-R-2014-2015

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as Storm Lake 3rd Addition Phase 1 Utilities and Grading and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	Lundell Construcion Co., Inc., Cherokee, Iowa
Date of Contract:	August 18, 2014
Bond Surety:	Merchants Bonding Company
Date of Bond:	August 18, 2014
Portion of Project:	All

PASSED AND APPROVED this 18th day of August, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

8/18/2014
Agenda Item # 13.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 32-R-2014-2015 Approving Change Order #1 To Storm Lake 3rd Addition Utilities Project**

BACKGROUND: Following approval of the contract with Lundell Construction, previous agenda item, the City Council is asked to consider approval of Change Order #1 for the Storm Lake 3rd Addition Utilities.

This change order will amend the original contract and bid as approved previously by changing the types of service lines and fittings from a copper product to a Polyethylene product. The City recommends the use of Polyethylene vs. Copper for water pipes due to historic pitting issues.

The use of the copper in the original plans was overlooked by City staff during the review of the plans and thus the need for a change order at this time.

See the attached change order.

FISCAL IMPACT: The cost of Change Order #1 is an add to the project of \$497.00.

The cost of the change in pipe is a deduct of \$400.00.
The cost of the change in fittings is an add of \$897.00. Resulting in the net change of \$497.00.

Total contract price after Change Order #1 is \$269,430.30.

RECOMMENDATION: Adopt Resolution No.32-R-2014-2015

ATTACHMENTS:

Description	Type
Change Order #1	Change Order
Resolution No. 32-R-2014-2015	Resolution

CHANGE ORDER

(Instructions on Reverse Side)

No. 001

PROJECT: Storm Lake 3RD Addition – Phase 1

DATE OF ISSUANCE: August 8, 2014

EFFECTIVE DATE: August 8, 2014

OWNER: City of Storm Lake

ENGINEER'S Project No.: P11.106745

CONTRACTOR: Lundell Construction, Inc

ENGINEER: Bolton & Menk, Inc.

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

Description:

Bid Item Modifications:

Item 15, Watermain Fittings, By Weight – Change Unit Price from \$8.25 to \$9.75 – Adds \$897.00 to Contract Price

Item 16, Watermain Service Stub, Type K Copper, 1" – Change Item to Watermain Service Stub, Polyethylene, 1",
Change Unit Price from \$1650.00 to \$1600.00 – \$400.00 reduction to Contract Price

Reason for Change Order:

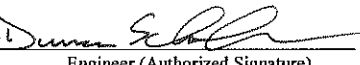
The City of Storm Lake standard is to require epoxy coated watermain fittings. The contract documents did not require epoxy coated fittings. This change order modifies Bid Item 15 to require that all fittings to be epoxy coated.

The City of Storm Lake standard is to use polyethylene water service pipe. The contract documents required copper. This change order modifies the water service pipe material requirement to require 1" Polyethylene pipe in conformance with SUDAS 5010 2.07.B.5, with tracer wire.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$ <u>268,933.30</u>	Substantial Completion : ____ days or dates Ready for final payment : ____ days or dates
Net changes from previous Change Orders No. ____ to No. ____	Net changes from previous Change Orders No. ____ to No. ____
\$ <u>0</u>	____ days
Contract Price Prior to this Change Order	Contract Times prior to this Change Order
\$ <u>268,933.30</u>	Substantial Completion : ____ days or dates Ready for final payment : ____ days or dates
Net Increase of this Change Order	Net No Change of this Change Order
\$ <u>497.00</u>	____ days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$ <u>269,430.30</u>	Substantial Completion : ____ days or dates Ready for final payment : ____ days or dates

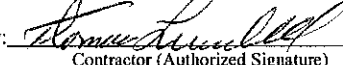
RECOMMENDED:

By: 
Engineer (Authorized Signature)
Date: 8/8/14

APPROVED:

By: _____
Owner (Authorized Signature)
ate: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)
Date: 8-11-14

RESOLUTION NO. 32-R-2014-2015

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

To approve Change Order No. 1 to the contract with Lundell Construction for the Storm Lake 3rd Addition – Phase 1 Utilities and Grading adding \$497.00 to the contract for changing the types of service lines and fittings from a copper product to a Polyethylene product.

Total cost of change order #1 is an increase of \$497.00 to the contract. Total contract cost after change order #1 is \$269,430.30.

PASSED AND APPROVED this 18th day of August 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

8/18/2014
Agenda Item # 14.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Consideration Of Replacement Of Window**

BACKGROUND: One of the items in the 5-year plan for the Airport is the replacement of windows in the terminal building. While that is still at least one year off we have some pricing to use for budget.

During a recent tour it was noticed that the window facing north in the conference room may have water leaking under the window again as evidenced by a wetter than normal area under the window and mold growing at the bottom of the window and on the bricks below the window.

This agenda item will allow the Commission the opportunity to discuss the replacement of that window prior to the replacement of the rest of the windows in the terminal building.

FISCAL IMPACT: Based on the estimates that we have City staff would project the cost of replacing the north facing window in the conference room to be about \$1,000.00.

Funding would come out of the Airport Capital Reserve Fund which currently has a balance of \$93,578. There is an expense budgeted for the Chautauqua Building Demo in the FY 2015 budget of \$5,000 and depending on the actual cost that number could go up or down some.

RECOMMENDATION: City staff would recommend replacement of the window now based on current evidence.

Staff Summary

8/18/2014

Agenda Item # 15.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Motion To Approve Contract With Certified Testing Services For Geotechnical Exploration Services For Expansion Blvd. Storm Water Project**

BACKGROUND: The Canadian National Railroad has requested that EOR evaluate moving the location of the new culvert bore under the railroad in the proximity to the Snyder property along Highway 7.

Prior to considering this request City staff believes it would be prudent to complete a series of soil borings to determine the soil composition and ability for water to infiltrate.

Certified Testing Services (CTS) has provided the attached quote to perform four soil test borings to a depth of 20 feet.

FISCAL IMPACT: The fiscal impact will be \$2,400. Funds will come from the Expansion Storm Water Project funds.

RECOMMENDATION: Motion to approve the Geotechnical Analysis on the Snyder property utilizing Certified Testing Service at a cost of \$2,400.00.

ATTACHMENTS:

Description	Type
☐ Certified Testing Services Agreement	Contract
☐ Map of Area	Map



Certified Testing Services, Inc.

419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

August 13, 2014

Attn: Mr. Derek Lash, PE, CPESC
EOR, Inc.
651 Hale Avenue North
Oakdale, Minnesota 55128
Phone: (651) 770-8448

RE: Geotechnical Exploration Services
Site Investigation
1247 Highway 71
Storm Lake, Iowa
CTS Proposal Number 3117

Dear Mr. Lash,

Introduction

Certified Testing Services, Inc. is pleased to submit this proposal to perform a geotechnical exploration for the above referenced project. This proposal presents our understanding of the furnished project information, scope of work, as well as schedule and fees.

Project Information

Mr. Derek Lash, PE, CPESC of EOR, Inc. presented project information in an e-mail and telephone conversation on August 12, 2014. The e-mail included an undated and untitled map indicating the property at 1247 Highway 71 in Storm Lake, Iowa. CTS understands that the property may have buried concrete debris and Mr. Lash is interested in determining if debris is present at the boring locations.

Scope of Work

Based on the request from Mr. Lash, CTS proposes to perform four soil test borings at locations chosen by Mr. Lash to depths of 20 feet below the existing grade or auger refusal, whichever occurs first. At the completion of the fieldwork, samples collected in the field will be transported to the laboratory and gradation tests will be performed on up to four samples. The results of the fieldwork and laboratory testing will be provided in a report.

The scope of services is based on the utilities being located by CTS, the owner providing permission to access the work area and the boring locations being accessible to a truck mounted drill rig. **It should be noted that Iowa One Call will not locate private utilities. The owner should make CTS aware of the specific location of private utilities. CTS cannot be held responsible for private utility lines that are cut that we are not made aware of their specific location.** CTS cannot be held responsible for settlement in the drill holes once we have left the site or site damage caused accessing the site. Field and laboratory testing will be performed, where applicable, in accordance with ASTM procedures. Our scope of work does not include an evaluation of existing environmental conditions.

Cost

Based on the scope of work discussed above, CTS proposes to perform the work for a lump sum amount of \$2,400.00. This cost includes three copies of the final report. It is further proposed to perform the work in accordance with the attached CTS "General Conditions" which are incorporated into this proposal.

Schedule and Authorization

Based on our present schedule, we can commence the fieldwork within five to ten working days after receiving written notice to proceed, if we are provided with access to the site, and site conditions and weather permit. CTS's written report would be completed

EOR, Inc.
August 13, 2014
CTS Proposal No. 3117
Page 3 of 7

within five working days of completion of the fieldwork and would be available through e-mail. One-call services require a 48-hour notice prior to performing the work.

CTS will proceed with the fieldwork based on the receipt of a signed copy of this proposal. To speed up the process a copy of the signature page may be faxed to (712) 252-0110 or e-mailed to jimbertsch@cableone.net and would serve as written authorization. Please complete as many items as possible on the attached project data sheet.

CTS appreciates the opportunity to submit this preliminary proposal and look forward to working with you on this project. If you should have any questions or need additional information, feel free to contact our office.

Sincerely,

CERTIFIED TESTING SERVICES, INC.



Matthew R. Dailey, P.E.
Staff Engineer



James A. Bertsch, P.E.
Geotechnical Department Manager

MRD/JAB/md

Attachment: Schedule of Services
Project Data Sheet
General Conditions

EOR, Inc.
August 13, 2014
CTS Proposal No. 3117
Page 4 of 7

AGREED TO THIS _____ **DAY OF** _____, 20 _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

FIRM: _____

SCHEDULE OF SERVICES AND FEES

<u>Field Services</u>	<u>Unit</u>	<u>Unit Fees</u>
Mobilization	Per Trip	\$240.00
Drilling	Per foot	10.00
Sampling	Each	9.00
Standby	Hour	140.00
 <u>Lab Services</u>		
Atterberg Limits	Each	\$80.00
Moisture Content	Each	8.00
Dry Density	Each	10.00
Unconfined Compression	Each	15.00
Gradation Test	Each	80.00
 <u>Report</u>		
Additional Report	Each	\$30.00
Senior Engineering Technician	Hour	64.00
Crew Chief	Hour	74.00
Staff Engineer	Hour	125.00
Senior Engineer	Hour	155.00

CERTIFIED TESTING SERVICES, INC
PROJECT DATA SHEET
SUBSURFACE EXPLORATION

1. Project Name: _____
2. Project Location: _____
3. Your Job Number _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Number and Distribution of Reports:

() Copies To: _____

Attn: _____

() Copies To: _____

Attn: _____
6. Invoicing Address:

Attn: _____

GENERAL CONDITIONS

SUBSURFACE EXPLORATION SERVICES

SECTION 1: Scope of Work

CTS shall perform the services defined in the contract and shall invoice the client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change, even as the work is in progress. CTS will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. CTS can perform additional work with verbal authorization, and will provide written confirmation of fees, if requested. All costs incurred because of delays in authorizing the additional work will be billed to the client.

Fee schedules are valid for one year following the date of the contract unless otherwise noted.

SECTION 2: Access to Sites

Unless otherwise agreed, the client will furnish CTS with right-of-access to the site in order to conduct the planned exploration.

While CTS will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not part of this agreement.

SECTION 3: Soil Boring Locations

The client will furnish CTS with a diagram indicating the location of the site. Test boring locations may also be indicated on the diagram. CTS reserves the right to deviate a reasonable distance from the boring locations specified unless this right is specifically revoked by the client in writing at the time the location diagram is supplied. CTS reserves the right to terminate this contract if conditions preventing drilling at the specified locations are encountered which were not made known to CTS prior to the date of this contract.

The accuracy and proximity of provided survey control will affect the accuracy of in situ test location and evaluation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

SECTION 4: Utilities

In the performance of its work, CTS will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities.

The client agrees to hold CTS harmless and indemnify CTS for any claims, payments or other liability, including costs and attorney fees incurred by CTS for any damages to subterranean structures which are not called to CTS's attention and correctly shown on plans furnished to CTS.

SECTION 5: Samples

CTS will retain all soil and rock samples for 30 days after submission of the report. Further storage or transfer of samples can be made at owner expense upon written request.

SECTION 6: Unanticipated Hazardous Materials

It shall be the duty of the owner or his representative to advise CTS of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, by-products, wastes or samples of the foregoing which CTS may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by CTS's employees, agents or subcontractors.

If during the course of providing services CTS observes or suspects the existence of unanticipated hazardous materials, CTS may at its option terminate further work on the project and notify client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of CTS, CTS may at its option terminate this contract.

SECTION 7: Reports and Invoices

CTS will furnish three (3) copies of the report to the client. Additional copies will be furnished at the rate specified in the fee schedule.

CTS will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, but not exceeding a maximum rate allowed by law, on past due accounts.

SECTION 8: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CTS as instruments of service, shall remain the property of CTS, unless there are other contractual agreements.

SECTION 9: Confidentiality

CTS shall hold confidential all businesses or technical information obtained from the client or his affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". CTS shall not disclose such information without the client's consent except to the extent required for 1) Performance of services under this agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive

and/or 4) Protection of CTS against claims or liabilities arising from performance or services under this agreement. CTS obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: Standard of Care

Services performed by CTS under this Agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

The client recognizes that the subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by CTS and that the data, interpretations and recommendations of CTS are based solely upon the data available to CTS. CTS will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 11: Subpoenas

The client is responsible, after notification, for payment of time charges and expenses resulting from our required response to subpoenas issued by any party in conjunction with our work. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 12: Limitation of Liability

The client agrees to limit CTS's liability to the owner and all construction contractors and subcontractors on the project arising from CTS's professional acts, errors, or omissions, such that the total aggregate liability of CTS to all those named shall not exceed \$50,000 or CTS's total fee for the services rendered on this project, whichever is greater. The owner further agrees to require of the contractor and his subcontractors an identical limitation of CTS's liability for damages suffered by the contractor or subcontractor arising from CTS's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of CTS's professional acts, errors or omissions.

SECTION 13: Insurance and Indemnity

CTS represents that it and its staff are protected by worker's compensation insurance and that CTS has such coverage under public liability and property damage insurance policies which CTS deems to be adequate. It is the policy of CTS to require certificates of insurance from all consultants or subcontractors employed by CTS. Certificates for all such policies of insurance will be provided to client upon request in writing. Within the limits and conditions of such insurance, CTS agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of CTS or its employees. CTS shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. CTS shall not be responsible for any loss, damage or liability arising from any acts by a client, its agents, staff or other consultants employed by others.

CTS's compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposures to pollution, hazardous waste or toxic or other dangerous substances or conditions. Accordingly, except as expressly provided in this contract, the client waves any claim against CTS and agrees to indemnify and save CTS, its agents, and its employees harmless from any claim, liability or defense cost for injury or loss sustained by any party from such exposures allegedly arising out of or related to CTS's performance of services hereunder.

SECTION 14: Termination

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CTS shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses or termination or suspension shall include all direct costs of CTS required to complete analysis and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 15: Precedence

These Standards, Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CTS's services.



Certified Testing Services, Inc.

419 W. 6th Street
P.O. Box 1193
Sioux City, Iowa 51102

Owner Information

SNYDER NICHOLAS SNYDER ANGELA

Site Information

Site Address: 1247 HWY 71

Parcel Number: 1401378004

Class: C

Net Acres: 3.00

Sec-Twp-Range/Lot-Blk: 01-90-37

Legal Description: STORM LAKE CORP HAYES 3A
SE SW



Buena Vista County, IA

Date Printed: 08/12/2014

This map is for illustrative purposes only and does not represent a survey. It is provided 'as is' without warranty or any representation of accuracy, timeliness or completeness. The user acknowledges and accepts all inherent limitations of the maps and data, including the fact that the maps and data are dynamic and in a constant state of maintenance, correction and revision. No liability is assumed by Buena Vista County as to the accuracy of the data delineated hereon.

Staff Summary

8/18/2014
Agenda Item # 16.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Closed Session Reference Iowa Code Chapter 21.5 (g)**

BACKGROUND: Iowa Code allows for cities to have a closed session of the City Council for matters regarding law enforcement issues where the disclosure of the issues would enable law violators to avoid detection. (Iowa Code Chapter 21.5 (g))

City Council, by roll call vote should vote to go into Closed Session, and then by roll call vote vote to come back into Open Session once they have conducted the discussion allowed by the Iowa Code.

Topics other than those that are specifically allowed to be in closed session are not allowed to be discussed. The City Council may NOT make any motions or take any action during the closed session, as all action must be done in open session.

FISCAL IMPACT: No Fiscal Impact is Anticipated

RECOMMENDATION: Motion to go into Closed Session Reference Iowa Code Chapter 21.5 (g) - Roll Call Vote

Motion to return to Open Session - Roll Call Vote

Staff Summary

8/18/2014
Agenda Item # 17.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Closed Session Reference Iowa Code Chapter 21.5 (c)**

BACKGROUND: Iowa Code allows for cities to have a closed session of the City Council for matters regarding litigation where matters that are either currently in litigation or where litigation is imminent and the disclosure of the issues would enable prejudice or disadvantage the position of the governmental body in that litigation. (Iowa Code Chapter 21.5 (c))

City Council, by roll call vote should vote to go into Closed Session, and then by roll call vote vote to come back into Open Session once they have conducted the discussion allowed by the Iowa Code.

Topics other than those that are specifically allowed to be in closed session are not allowed to be discussed. The City Council may **NOT** make any motions or take any action during the closed session, as all action must be done in open session.

FISCAL IMPACT: No Fiscal Impact is Anticipated

RECOMMENDATION: Motion to go into Closed Session Reference Iowa Code Chapter 21.5 (c) - Roll Call Vote

Motion to return to Open Session - Roll Call Vote