

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JANUARY 20, 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**
3. **Public Hearing On Sale Of Land**
4. **Resolution No. 51-R-2013-2014 Authorizing Approval Of Option To Purchase**
5. **Set Public Hearing For Plans & Specifications For The West 5th Street Overlay Project**
6. **Motion To Award Bid For Administrative & Technical Services For CDBG Housing Grant**
7. **Motion Setting Public Hearing On Plans, Specifications, & Form Of Contract Airport Runway 13/31 Rehabilitation Project**
8. **Approval Of Amendment To Water Tower Lease Agreement With Evertek**
9. **Motion Approving Amendment With Bolton & Menk For The North Central Storm Water Project**
10. **Motion Approving Contract With Mitchell Nasers, Sutherland, IA For WTP Lime Disposal**
11. **Resolution No. 52-R-2013-2014 Setting Public Hearing & Consultation Dates For Amendment #1 To The #4 LMI Housing Urban Renewal Plan**
12. **Approve Engineering Agreement For Expansion Blvd. Drainage Project**
13. **Ordinance No. 04-O-2013-2014 Make The Intersection Of 13th Street & Seneca Street A Four Way Stop**
14. **Ordinance No. 05-O-2013-2014 Amendments To Title 10, Chapter 1, Of The Storm Lake City Code Regarding Sidewalks**
15. **Resolution No. 53-R-2013-2014 Updating The City Fee Resolution**
16. **Approval Of Flood Mitigation Fund Contract**
17. **Resolution No. 54-R-2013-2014 Authorizing The Use Of Sales Tax Increment Revenue From The City Of Storm Lake's Flood Project Fund**
18. **Ordinance No. 06-O-2013-2014 Providing For Collection Of Incremental Taxes - McDonalds Parcel**
19. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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



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Staff Summary

1/20/2014

Agenda Item # A.



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

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Sunrise Pointe disbursements for approval
- Approve the January 6, 2014 City Council Meeting Minutes
- Approve liquor license renewal for Star Video and Plaza Mexico
- Approve new liquor license for Little Vientiene (new owner Khambong and Manh Keokham)
- Appoint Emily Jackson to the ADA Compliance Committee

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$687,471.49
- King's Pointe Bills - \$135,451.26
- Sunrise Pointe Golf Course Bills - \$2,908.15

The City will receive the following revenues:

- Liquor license renewals - \$1,220.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
 List of Bills	List of Bills
 King's Pointe & Sunrise Pointe List of Bills	List of Bills
 Minutes - January 6, 2014	Minutes
 Star Video Liquor Report	Backup Material
 Plaza Mexico Liquor Report	Backup Material
 Liquor Application	Backup Material
 Board Application	Backup Material

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

From: 01/07/14 To 01/20/14
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00552.01.2014 Aflac Pretax	510.80
AFLAC	PR Batch 00552.01.2014 Aflac After tax	160.56
AFLAC	PR Batch 00553.01.2014 Aflac Pretax	50.17
AFLAC	PR Batch 00553.01.2014 Aflac After tax	54.06
ALMENDAREZ JANET	Refund Check	16.88
ALMENDAREZ JANET	Refund Check	26.63
ALMENDAREZ JANET	Refund Check	11.54
ALMENDAREZ JANET	Refund Check	1.18
ALMENDAREZ JANET	Refund Check	4.86
AMERICAN CONCRETE NORTH	Refund Check	160.00
BUI OR TRAN	Refund Check	160.00
CASTILLO ZELEDON SANDRA	Refund Check	100.00
City of Storm Lake	PR Batch 00553.01.2014 Dental insurance employee c	1.06
City of Storm Lake	PR Batch 00553.01.2014 Dental employee/spouse	8.68
City of Storm Lake	PR Batch 00553.01.2014 Dental insurance family	32.27
City of Storm Lake	PR Batch 00553.01.2014 125 Flexible Benefits	259.57
City of Storm Lake	PR Batch 00553.01.2014 Flex- Child Care	20.83
City of Storm Lake	PR Batch 00553.01.2014 Health Insurance Family	587.80
City of Storm Lake	PR Batch 00553.01.2014 Health Insurance Single	22.92
City of Storm Lake	PR Batch 00552.01.2014 Dental employee/child	8.46
City of Storm Lake	PR Batch 00552.01.2014 Dental insurance employee c	15.68
City of Storm Lake	PR Batch 00552.01.2014 Dental employee/spouse	20.00
City of Storm Lake	PR Batch 00552.01.2014 Dental insurance family	97.75
City of Storm Lake	PR Batch 00552.01.2014 125 Flexible Benefits	672.44
City of Storm Lake	PR Batch 00552.01.2014 Flex- Child Care	115.38
City of Storm Lake	PR Batch 00552.01.2014 Health Insurance Family	2,061.88
City of Storm Lake	PR Batch 00552.01.2014 Health Insurance Single	338.56
Collection Services Center	PR Batch 00552.01.2014 Child Support Payments to I	619.38
Collection Services Center	PR Batch 00553.01.2014 Child Support Payments to I	325.00
Conseco Health Insurance Co	PR Batch 00552.01.2014 Cancer Pre Tax Insurance	58.30
DE BER TOO	Refund Check	22.67
DE BER TOO	Refund Check	36.68
DE BER TOO	Refund Check	15.16
DE BER TOO	Refund Check	1.59
DE BER TOO	Refund Check	6.38
DE LA PAZ EMILIA	Refund Check	76.49
DE LA PAZ PEDRO	Refund Check	1.14
DE LA PAZ PEDRO	Refund Check	1.87
DE LA PAZ PEDRO	Refund Check	0.80
DE LA PAZ PEDRO	Refund Check	0.07
DE LA PAZ PEDRO	Refund Check	0.34
EFTPS	PR Batch 00553.01.2014 Federal Income Tax	4,079.05
EFTPS	PR Batch 00553.01.2014 FICA Employee Portion	1,775.51
EFTPS	PR Batch 00553.01.2014 FICA Employer Portion	1,775.51
EFTPS	PR Batch 00553.01.2014 Medicare Employee Portion	503.97
EFTPS	PR Batch 00553.01.2014 Medicare Employer Portion	503.97
EFTPS	PR Batch 00552.01.2014 Federal Income Tax	12,327.37
EFTPS	PR Batch 00552.01.2014 FICA Employee Portion	3,902.07
EFTPS	PR Batch 00552.01.2014 FICA Employer Portion	3,902.07
EFTPS	PR Batch 00552.01.2014 Medicare Employee Portion	1,585.71
EFTPS	PR Batch 00552.01.2014 Medicare Employer Portion	1,585.71
ESCOBAR DE ARITA MARIA	Refund Check	160.00
ICMA Retirement Trust 457	PR Batch 00553.01.2014 ICMA	950.00
ICMA Retirement Trust 457	PR Batch 00553.01.2014 ICMA City Paid	529.18
ICMA Retirement Trust 457	PR Batch 00553.01.2014 ICMA City paid for Police	424.91
ICMA Retirement Trust 457	PR Batch 00552.01.2014 ICMA	985.00
Iowa Public Employees	PR Batch 00552.01.2014 IPERS	3,887.02

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Iowa Public Employees	PR Batch 00552.01.2014 IPERS City Share	5,833.74
Iowa Public Employees	PR Batch 00553.01.2014 IPERS	1,423.93
Iowa Public Employees	PR Batch 00553.01.2014 IPERS City Share	2,137.11
ITT Hartford AMS RPVA	PR Batch 00552.01.2014 457 Hartford	325.00
LAY KWAH	Refund Check	18.12
LAY KWAH	Refund Check	27.20
LAY KWAH	Refund Check	10.47
LAY KWAH	Refund Check	1.27
LAY KWAH	Refund Check	4.41
LIETZ DREW	Refund Check	98.00
LINVILLE ELIZABETH	Refund Check	16.81
LINVILLE ELIZABETH	Refund Check	25.63
LINVILLE ELIZABETH	Refund Check	14.76
LINVILLE ELIZABETH	Refund Check	1.18
LINVILLE ELIZABETH	Refund Check	6.21
MARIHART SHERI	Refund Check	99.70
MARTINEZ LUIS	Refund Check	160.00
MOO KA LU	Refund Check	54.04
Muni Fire/Police Retire	PR Batch 00553.01.2014 Muni Police/Fire Pension	521.22
Muni Fire/Police Retire	PR Batch 00553.01.2014 Muni Police/Fire Pension Ci	1,670.13
Muni Fire/Police Retire	PR Batch 00552.01.2014 Muni Police/Fire Pension	3,002.38
Muni Fire/Police Retire	PR Batch 00552.01.2014 Muni Police/Fire Pension Ci	9,620.41
NYEING ZAW	Refund Check	16.97
NYEING ZAW	Refund Check	24.67
NYEING ZAW	Refund Check	8.92
NYEING ZAW	Refund Check	1.19
NYEING ZAW	Refund Check	3.75
RAMIREZ FREDDY	Refund Check	28.36
RAMIREZ FREDDY	Refund Check	50.08
RAMIREZ FREDDY	Refund Check	24.90
RAMIREZ FREDDY	Refund Check	1.99
RAMIREZ FREDDY	Refund Check	10.48
SALAZAR RICARDO	Refund Check	109.70
SANCHEZ ALICIA	Refund Check	160.00
SUMMER CHRIS	Refund Check	36.10
SUMMER CHRIS	Refund Check	53.06
SUMMER CHRIS	Refund Check	12.17
SUMMER CHRIS	Refund Check	2.52
SUMMER CHRIS	Refund Check	5.13
Teamsters Local Union 554	PR Batch 00552.01.2014 Union Dues	254.00
THAW LER	Refund Check	32.38
THAW LER	Refund Check	49.14
THAW LER	Refund Check	13.97
THAW LER	Refund Check	2.27
THAW LER	Refund Check	5.88
Treasurer State Of Iowa	PR Batch 00553.01.2014 State Income Tax	1,778.51
Treasurer State Of Iowa	PR Batch 00552.01.2014 State Income Tax	4,561.11
VANG JERRY	Refund Check	21.60
VANG JERRY	Refund Check	35.66
VANG JERRY	Refund Check	15.51
VANG JERRY	Refund Check	1.51
VANG JERRY	Refund Check	6.53

UNAVAILABLE

Department Total = 77,962.66

Police Department

Alliant Energy	Gas Service Nov/Dec 2013	571.50
Alta Body Shop	December 2013 Towing	1,980.00

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Buena Vista Regional Medical Center	PD Office Assistant ID	5.00
Buena Vista Stationery & Print Inc	Arrest Reports	149.51
Buena Vista Stationery & Print Inc	Office Supplies	24.37
Buena Vista Stationery & Print Inc	Paper/Folders/Labels	88.44
Central Bank	New Employee ILEA- Nelson	239.22
City of Storm Lake	Serviced Engine & Changed Battery Terminals P-21	58.13
City of Storm Lake	Serviced Engine & Vehicle P-15	34.51
Custodian of Petty Cash	SLPD Postage	7.72
Custodian of Petty Cash	SLPD Postage	13.10
Custodian of Petty Cash	SLPD Postage	7.72
Evertex Inc	Cell Phone Service Jan 2014	521.51
Genesis Development	Janitorial Services for December 2013	600.00
Graffix, Inc	Uniform- Nelson	33.00
Graffix, Inc	Uniform- Nelson	43.50
Graffix, Inc	Uniform- Nelson	197.95
Havens & Havens	4th Quarter 2013 Professional Services	150.00
Iowa Lakes Electric Cooperative	Electric Service- December 2013	39.79
Jack's Uniforms & Equipment	Uniform- Nelson	818.87
Jack's Uniforms & Equipment	Uniform- Nelson	214.84
Julius Dennis R.	Uniform Alterations- Nelson	16.00
Julius Dennis R.	Uniform Alterations- Doebe	8.00
Mid States Organized Crime	2014 Membership Fees	150.00
MidAmerican Energy Company	Electric Service Nov/Dec 2013	864.04
MS Door Service Ltd	Pest Services- November 2013	24.00
Neuroth Kevin	Garbage Service December 2013	23.00
Peterson Jewelry	Brass Plate for Cole	9.63
Pizza Hut	Winter- Wrap Up Meeting	88.00
Principal Life Ins Co	Insurance Premium Jan 2014	2,146.56
Purchase Power	Postage January 7, 2014	217.47
Quartermaster Inc	Hat- Nelson- No tax	49.60
Rasmussen's	Transmission- P4	3,502.49
Rasmussen's	Body Work: Repainted P13- Accident	651.80
Rasmussen's	Fixed Broken Wiring P4	144.58
Star Energy, LLC	Fuel December 2013	4,327.99
Storm City Auto Parts	Headlight Capsule	13.78
Trinity Corporate Health Services	Physical Nelson	722.17
Universal Credit Services Inc	Credit Checks- New Hire	30.32
Weffen Randy	Head Lamp for P-12	9.60
Wide Open West	Phone Service January 2014	331.19

Police Department

Department Total = 19,128.90

Fire Department

Alliant Energy	Gas Service Nov/Dec 2013	643.35
Arnold Motor Supply, LLP	Tie Wrap	4.09
Central Iowa Distributing, Inc	Supplies	32.40
Electronic Engineering	FD Truck Instaa/Retrofit	2,045.00
Evertex Inc	Cell Phone Service Jan 2014	61.20
Fire Service Bureau	6th Essentials of FF & FD Operations & Shipping (2)	200.00
Fitzpatrick Auto Center	2 Additional FD Pick Up keys	113.16
Helens Commercial Laundry	Laundry Services	13.00
Helens Commercial Laundry	Laundry Services	23.75
Helens Commercial Laundry	Laundry Services	23.75
Helens Commercial Laundry	Laundry Services	13.00
Helens Commercial Laundry	Laundry Services	13.00
MS Door Service Ltd	Pest Services- November 2013	18.00
Neuroth Kevin	Garbage Service December 2013	52.00
Principal Life Ins Co	Insurance Premium Jan 2014	169.70

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Purchase Power	Postage January 7, 2014	0.46
Star Energy, LLC	Fuel December 2013	184.78
Wide Open West	Phone Service December 2013	58.66

Fire Department

Department Total = 3,669.30

Building Official

Evertex Inc	Cell Phone Service Jan 2014	27.50
Havens & Havens	4th Quarter 2013 Professional Services	625.00
Havens & Havens	4th Quarter 2013 Professional Services- Rental Regist	112.50
International Code Council	Membership Dues for 2014- Olesen	125.00
Iowa Assoc Housing Officials	2014 Membership- Olesen/Swanson	35.00
Principal Life Ins Co	Insurance Premium Jan 2014	139.30
Purchase Power	Postage January 7, 2014	4.08
Star Energy, LLC	Fuel December 2013	83.31
Wide Open West	Phone Service December 2013	87.99

Building Official

Department Total = 1,239.68

Animal Care

Lake Animal Hospital	Board & Disposal of Dogs/Cats- December 2013	210.00
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Animal Care

Department Total = 210.00

Law Enforcement

Electronic Engineering	Ear Buds (15)	875.00
Iowa Dept of Justice Attorney General's Office	Title for forfeited vehicle case#SL12-0206- Lynch	200.00
Iowa Dept of Justice Attorney General's Office	Title for forfeited vehicle case#SL12-1483- Botine	200.00
Quartermaster Inc	Street Organizer for CID	217.97

Law Enforcement

Department Total = 1,492.97

Roadway Maintenance

Alliant Energy	Gas Service Nov/Dec 2013	1,230.25
Arnold Motor Supply, LLP	Lamp	4.78
Central Iowa Distributing, Inc	Supplies	87.40
City of Storm Lake	Replaced Muffler & Exhaust Pipe #T-126	510.22
City of Storm Lake	Replaced Trailer Light Connector Plug #64	51.99
CNH Capital LLC	Decompressor	30.27
CNH Capital LLC	Supplies	99.60
Evertex Inc	Cell Phone Service Jan 2014	13.75
Graham Tire	Trailer Tires (4)	257.00
Graham Tire	Tire Disposal	10.00
Graham Tire	New Tires (2) #64	405.38
Havens & Havens	4th Quarter 2013 Professional Services	12.50
Havens & Havens	4th Quarter 2013 Professional Services	150.00
Havens & Havens	4th Quarter 2013 Professional Services	87.50
Hunzelman Putzier Company	FY2013 Audit- Progress Billing through 1/3/2014	121.88
I&S Group, Inc.	Engineering Service- Lake Ave Trail	1,982.00
Iowa Concrete Paving Assn	50th Annual Concrete Paving Conference- Kelly	175.00
Iowa Dept of Transportation	Material Testing- Vestal Street	1,383.36
MidAmerican Energy Company	Electric Service Nov/Dec 2013	575.47
Neuroth Kevin	Garbage Service December 2013	119.25
Occupational Medicine at Riverside UnityPoint Clinic	Data Membership- 2014	88.96
Principal Life Ins Co	Insurance Premium Jan 2014	369.12

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Star Energy, LLC	Fuel December 2013	5,237.26
Storm Lake Ace Hardware Inc	Filter	15.48
Wide Open West	Phone Service December 2013	53.93

Roadway Maintenance

Department Total = 13,072.35

Street Lighting

MidAmerican Energy Company	Electric Service Nov/Dec 2013	10,279.16
MidAmerican Energy Company	Electric Service- Dec 2013/Jan 2014	460.34

Street Lighting

Department Total = 10,739.50

Snow Removal

City of Storm Lake	Added 5 Qts of Hydraulic Fluid #13	15.75
City of Storm Lake	Replaced HVac Blower Motor #5	121.76
Dultmeier Sales LLC	Pump, Catalog, Salt	303.57
Principal Life Ins Co	Insurance Premium Jan 2014	139.06

Snow Removal

Department Total = 580.14

Airport

Century Link	Phone Service- January 2014	125.78
Havens & Havens	4th Quarter 2013 Professional Services	187.50
Iowa Dept of Natural Resources	2014 Annual Tank Management Fee ID#198603265	130.00
Iowa Public Airport Assn	2014 Membership Fee- Yarosevich	150.00
MidAmerican Energy Company	Electric Service Nov/Dec 2013	745.90
Purchase Power	Postage January 7, 2014	17.72
Storm Lake Ace Hardware Inc	Lock Entry	17.99
Storm Lake Ace Hardware Inc	Key & Ice Melt	18.17

Airport

Department Total = 1,393.06

Transit

DeWall Jeff	FY14 2nd Quarter Transit	340.00
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Transit

Department Total = 340.00

Library

Alliant Energy	Gas Service Nov/Dec 2013	1,211.86
Genesis Development	Janitorial Services for December 2013	500.00
Havens & Havens	4th Quarter 2013 Professional Services	375.00
MidAmerican Energy Company	Electric Service Nov/Dec 2013	710.20
Neuroth Kevin	Garbage Service December 2013	35.25
Principal Life Ins Co	Insurance Premium Jan 2014	153.06
Purchase Power	Postage January 7, 2014	6.64
Tiefenthaler Stacey D.	Book Return	8.99
Wide Open West	Phone Service December 2013	33.60

Library

Department Total = 3,034.60

Parks Department

Alliant Energy	Gas Service Nov/Dec 2013	166.23
Arnold Motor Supply, LLP	Blowers Supplies	18.48

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Arnold Motor Supply, LLP	Antenna	10.99
Arnold Motor Supply, LLP	Oil	12.81
Evertex Inc	Cell Phone Service Jan 2014	13.75
Martin's Flag Co., Inc.	US Flag's- No Tax	629.34
MidAmerican Energy Company	Electric Service Nov/Dec 2013	378.23
Neuroth Kevin	Garbage Service December 2013	68.50
Principal Life Ins Co	Insurance Premium Jan 2014	183.82
Star Energy, LLC	Fuel December 2013	316.52
Turfwerks	Blades	190.78
Wede's Lock Service Joe	Replaced Key Lock & handles at Scout Park	365.00
Wide Open West	Phone Service December 2013	40.38

Parks Department **Department Total =** 2,394.83

Golf Course

Arnold Motor Supply, LLP	Air Filter/ Oil Filter (2)	29.98
Arnold Motor Supply, LLP	Battery	96.91
Arnold Motor Supply, LLP	Fuel Filter & Fuse Hold	20.21
Arnold Motor Supply, LLP	Black Tie Strap	15.59
MidAmerican Energy Company	Electric Service Nov/Dec 2013	541.93
Principal Life Ins Co	Insurance Premium Jan 2014	40.73

Golf Course **Department Total =** 745.35

Campgrounds

Arnold Motor Supply, LLP	Campground Supplies	5.49
Central Bank	Pay Pal Account	25.00
Central Iowa Distributing, Inc	Supplies	139.20
Ferguson Enterprises Inc	Supplies	46.42
McCrea Enterprises	Campground Bathroom Paint	86.25
MidAmerican Energy Company	Electric Service Nov/Dec 2013	179.03
Principal Life Ins Co	Insurance Premium Jan 2014	13.58
ProBuild	Pine Supplies	13.11
ProBuild	Supplies	46.90
ProBuild	Supplies	15.56

Campgrounds **Department Total =** 570.54

UNAVAILABLE

King's Pointe Resort	Housekeeping Cleaning- December 2013	420.00
King's Pointe Resort	Maintenance- December 2013	85.00
King's Pointe Resort	Water Park Add on Packages (3)- December 2013	187.51
King's Pointe Resort	Hotel Supplies- December 2013	175.00
King's Pointe Resort	Insect Spray	26.46
King's Pointe Resort	Orkin Pest Control- Ants in Cottages	250.00
Kinseth Hospitality Corporation	Management Fees- December 2013	271.36
MidAmerican Energy Company	Electric Service Nov/Dec 2013	1,014.54

UNAVAILABLE **Department Total =** 2,429.87

UNAVAILABLE

Havens & Havens	4th Quarter 2013 Professional Services- Marina	3,037.50
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UNAVAILABLE **Department Total =** 3,037.50

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Awaysis

Color-ize Inc	Discovery Center Panels	555.70
Wells Fargo Bank N.A.	6.0M Bond- Paying Agen Fee 1/5/2014 to 1/4/2015	385.00

Awaysis

Department Total = 940.70

Shelter House

Alliant Energy	Gas Service Nov/Dec 2013	297.45
MidAmerican Energy Company	Electric Service Nov/Dec 2013	246.28
MS Door Service Ltd	Pest Services- November 2013	18.00
Wede's Lock Service Joe	Shelter House Lock Repairs	45.00

Shelter House

Department Total = 606.73

UNAVAILABLE

Brown Supply Company	Outdoor WP Pipe- Leak	138.34
Neuroth Kevin	Garbage Service December 2013	77.75
Storm Lake Ace Hardware Inc	Test Plugs Returned	-5.98
Storm Lake Ace Hardware Inc	Test Plugs(4)	13.96
Storm Lake Times The	King's Pointe Disb 11/13/13 to 11/22/2013	9.60
Storm Lake Times The	King's Pointe Disb 11/23/13 to 12/10/2013	22.00

UNAVAILABLE

Department Total = 255.67

Economic Develop

Ahlers & Cooney, P.C.	Professional Services- Sunset Bay LLC through Dec 1	177.00
Central Bank	Meeting Expense With BVU & NWIPD	86.85
Evertex Inc	Cell Phone Service Jan 2014	33.70
Havens & Havens	Haven's Assistant Services- 4th Qtr 2013- Condos	390.00
Havens & Havens	4th Quarter 2013 Professional Services- Condos	875.00
Havens & Havens	4th Quarter 2013 Professional Services- Woodland Cr	50.00
Havens & Havens	4th Quarter 2013 Professional Services- Meridian Dev	525.00
Havens & Havens	4th Quarter 2013 Professional Services- 10th St Townl	225.00
Havens & Havens	4th Quarter 2013 Professional Services- TIF East Ind	187.50
Havens & Havens	4th Quarter 2013 Professional Services	187.50
I&S Group, Inc.	Easement of Sandhoff Parcel	406.78
Principal Life Ins Co	Insurance Premium Jan 2014	60.24
Wide Open West	Phone Service December 2013	29.93

Economic Develop

Department Total = 3,234.50

Bargloff TIF

Cortez Saul	Easement- Pizza Ranch Water Line	1.00
Havens & Havens	4th Quarter 2013 Professional Services- Pizza Ranch	825.00
Lakes Investment Group, LLC	Easement- Pizza Ranch Water Line	1.00
Manasota Key LLC	Easement- Pizza Ranch Water Line	1.00

Bargloff TIF

Department Total = 828.00

Housing Program

Havens & Havens	4th Quarter 2013 Professional Services	200.00
Storm Lake Times The	Housing Grant- Public Notice	4.20

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Housing Program

Department Total = 204.20

Dredging

Principal Life Ins Co	Insurance Premium Jan 2014	8.39
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Dredging

Department Total = 8.39

Mayor, Council, Manager

Principal Life Ins Co	Insurance Premium Jan 2014	48.10
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Mayor, Council, Manager

Department Total = 48.10

Policy & Administration

Principal Life Ins Co	Insurance Premium Jan 2014	100.78
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Policy & Administration

Department Total = 100.78

Legal Services

Havens & Havens	4th Quarter 2013 Professional Services	2,247.08
Havens & Havens	Haven's Assistant Professional Services 4th Quarter 2013	1,275.00
Havens & Havens	Haven's Assistant Services- 4th Qtr 2013- Prop Mainte	375.00

Legal Services

Department Total = 3,897.08

City Hall Building

Alliant Energy	Gas Service Nov/Dec 2013	519.42
Central Bank	Microphone Nap-Fit Foam	50.40
Evertex Inc	Cell Phone Service Jan 2014	19.24
Genesis Development	Janitorial Services for December 2013	200.00
Julius Dennis R.	Entrance Mats	28.40
Julius Dennis R.	Entrance Mats	28.40
Julius Dennis R.	Entrance Mats	28.40
MidAmerican Energy Company	Electric Service Nov/Dec 2013	441.73
Neuroth Kevin	Garbage Service December 2013	27.00
Schumacher Elevator Company	Elevator Maintenance	182.55
Storm Lake Ace Hardware Inc	Filter	40.41
Wede's Lock Service Joe	Fix Restroom Door	45.00
Wide Open West	Phone Service December 2013	101.20

City Hall Building

Department Total = 1,712.15

Other Policy & Administration

Buena Vista Co Recorder	Storm Lake Resolution	127.00
Buena Vista Co Recorder	Growers Easement	27.00
Buena Vista Co Recorder	Shultz Easement	27.00
Buena Vista Co Recorder	Prichard Deed, Recordings	61.00
Buena Vista Stationery & Print Inc	Office Supplies	25.00
Buena Vista Stationery & Print Inc	Office Supplies	6.06
Central Bank	Des Moines Register Subscription	10.00
Fritcher Abstract Company, Inc.	Prichard Property Abstract Fees	430.00
HR Specialist The	2014-2015 Subscription- Hill	71.33
Hunzelman Putzier Company	FY2013 Audit- Progress Billing through 1/3/2014	609.38
Purchase Power	Postage January 7, 2014	157.93

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

Checks for Approval Report

From: 01/07/14 To 01/20/14
User: tyler.gibbins

Qualified Presort Service, LLC	City Tidbits	199.96
Storm Lake Times The	Council Meeting Dec 2, 2013	47.00
Storm Lake Times The	Claims 11/19/2013 to 12/2/2013	34.80
Storm Lake Times The	Special Meeting Dec 11, 2013	8.20
Storm Lake Times The	Claims 12/3/2013 to 12/16/2013	50.75
Storm Lake Times The	Special Council Meeting Dec 12	8.00
Storm Lake Times The	Council Meeting Dec 16	35.80
Other Policy & Administration		Department Total = 1,936.21

Water Administration

Buena Vista Stationery & Print Inc	Office Supplies	6.07
Buena Vista Stationery & Print Inc	Black Ribbon	4.14
Evertex Inc	Cell Phone Service Jan 2014	35.13
Genesis Development	Janitorial Services for December 2013	200.00
Havens & Havens	4th Quarter 2013 Professional Services	487.50
HR Specialist The	2014-2015 Subscription- Hill	71.33
Hunzelman Putzner Company	FY2013 Audit- Progress Billing through 1/3/2014	121.88
Principal Life Ins Co	Insurance Premium Jan 2014	270.90
Purchase Power	Postage January 7, 2014	18.90
Qualified Presort Service, LLC	Monthly Statements	374.23
Qualified Presort Service, LLC	Final Bills	4.76
Qualified Presort Service, LLC	ACH Statements	86.33
Qualified Presort Service, LLC	Past Due Notices	61.39
Springbrook Software, Inc	December 2013 IVR Fees	9.00
Wide Open West	Phone Service December 2013	85.42
Water Administration		Department Total = 1,836.98

Water Plant

Central Bank	Membership Fee- AWWA- Rainforth	76.00
Central Bank	Basin Railings	204.00
Crescent Electric Supply Co	Press Fuses	53.08
Crescent Electric Supply Co	Press Fuses	28.62
Evertex Inc	Cell Phone Service Jan 2014	185.25
Fisher Scientific Company, LLC	Calcium Hard Ind Solid- No Sales Tax	296.48
Graham Tire	Tire Repair	46.00
Grainger Inc W.W.	Tower 4 Valve Pump	223.62
Hach Chemical Company	Lab Supplies	1,082.61
Hach Chemical Company	Lab Supplies	45.88
Halliday Products, Inc	Salt Tank Gasket	18.00
Havens & Havens	4th Quarter 2013 Professional Services	587.50
Havens & Havens	4th Quarter 2013 Professional Services	325.00
Hickman, Williams & Company	Lime	4,220.28
Hickman, Williams & Company	Lime Freight	262.23
Iowa Division of Labor	Boiler Inspection	380.00
Mailboxes & Parcel Depot	Shipping	25.46
Mailboxes & Parcel Depot	Shipping	11.38
Mellen & Associates Inc	Filter Valve Fuses	170.34
MidAmerican Energy Company	Electric Service Nov/Dec 2013	13,754.69
Mike's Electronics Inc	Tower 4 Valve	70.00
Mike's Electronics Inc	Repairs to Driveway Lights	117.96
Mike's Electronics Inc	Repairs to Driveway Lights	838.05
NCL of Wisconsin Inc	Lab Supplies	271.79
Neuroth Kevin	Garbage Service December 2013	69.00
Occupational Medicine at Riverside UnityPoint Clinic	Data Membership- 2014	5.52
PraxAir inc	Carbon Dioxide	678.30

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Principal Life Ins Co	Insurance Premium Jan 2014	409.70
Storm Lake Ace Hardware Inc	Returned Supplies	-21.99
Storm Lake Ace Hardware Inc	Supplies	44.98
Storm Lake Ace Hardware Inc	Heaters	33.98
Storm Lake Ace Hardware Inc	Insulation & Film	48.98
Storm Lake Ace Hardware Inc	Magnetic Case, Impact, Sealant, Control	139.93
Storm Lake Ace Hardware Inc	Mirror, Books, ice Melt	95.01
TestAmerica Laboratories, Inc	Nitrite	15.00
TestAmerica Laboratories, Inc	Flouride	20.00
TestAmerica Laboratories, Inc	Bacteria	100.00
Wide Open West	Phone Service December 2013	175.31

Water Plant	Department Total =	25,107.94
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Water Distribution

Alliant Energy	Gas Service Nov/Dec 2013	81.03
Buena Vista Stationery & Print Inc	Office Supplies	5.75
Buena Vista Stationery & Print Inc	Office Supplies	6.39
City of Storm Lake	Replace Trailer Plug Assembly & Rewiring Lights #13	48.59
Evertex Inc	Cell Phone Service Jan 2014	33.70
Graham Tire	Trailer Tires (4)	257.00
Havens & Havens	4th Quarter 2013 Professional Services	75.00
Holiday Inn Des Moines Northwest	Bruce Kirsch Room #441 11/21/2013	183.68
MidAmerican Energy Company	Electric Service Nov/Dec 2013	86.94
PowerPlan	Street Pad	213.01
Principal Life Ins Co	Insurance Premium Jan 2014	191.74
Star Energy, LLC	Fuel December 2013	449.74
Storm Lake Hydraulics Co Inc	Hose End	6.40
Westrum Inc. Troy	Leak Detection Services	612.50
Wide Open West	Phone Service December 2013	77.77

Water Distribution	Department Total =	2,329.24
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Water Meters

Graham Tire	New Tires (4) for Meter Truck #66	559.60
Municipal Supply, Inc.	Water Meters (27)	3,068.31
Principal Life Ins Co	Insurance Premium Jan 2014	92.01
Star Energy, LLC	Fuel December 2013	136.71

Water Meters	Department Total =	3,856.63
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Wastewater Administration

Alliant Energy	Gas Service Nov/Dec 2013	81.03
Buena Vista Stationery & Print Inc	Black Ribbon	4.14
Buena Vista Stationery & Print Inc	Office Supplies	6.07
Evertex Inc	Cell Phone Service Jan 2014	35.12
Genesis Development	Janitorial Services for December 2013	200.00
Havens & Havens	4th Quarter 2013 Professional Services	412.50
HR Specialist The	2014-2015 Subscription- Hill	71.34
Hunzelman Putzier Company	FY2013 Audit- Progress Billing through 1/3/2014	121.87
Principal Life Ins Co	Insurance Premium Jan 2014	269.85
Purchase Power	Postage January 7, 2014	18.90
Qualified Presort Service, LLC	Monthly Statements	374.23
Qualified Presort Service, LLC	Final Bills	4.76
Qualified Presort Service, LLC	Past Due Notices	61.39
Qualified Presort Service, LLC	ACH Statements	86.33

City of Storm Lake
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Wide Open West	Phone Service December 2013	100.09
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Wastewater Administration	Department Total =	1,847.62
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Wastewater Treatment Plant

Alliant Energy	Gas Service Nov/Dec 2013	1,400.94
Buena Vista Stationery & Print Inc	On Call Calendar	38.54
Central Iowa Distributing, Inc	Cleaning Supplies	280.80
Evertex Inc	Cell Phone Service Jan 2014	223.14
Ferguson Enterprises Inc	Supplies- PVC Parts	111.77
Foundation Analytical Laboratory Inc	TP & TN Testing	670.00
Grainger Inc W.W.	Heat Pumps (2)	3,127.00
Logical Concepts Inc	Bargloff Dialer- Cancelled Now	1.51
MidAmerican Energy Company	Electric Service Nov/Dec 2013	8,779.25
NCL of Wisconsin Inc	Lab Supplies	218.59
Neuroth Kevin	Garbage Service December 2013	62.75
North Lake Truck Repair	Truck & Trailer Services	1,403.14
North Lake Truck Repair	Semi Brake Repairs	440.76
Occupational Medicine at Riverside UnityPoint Clinic	Data Membership- 2014	5.52
Principal Life Ins Co	Insurance Premium Jan 2014	592.51
Sanitary Services, Inc	Memorial Grit- December 2013	470.00
Star Energy, LLC	Fuel December 2013	713.56
Storm Lake Ace Hardware Inc	Caulk	2.49
Storm Lake Ace Hardware Inc	Ladder for WWTP	269.99

Wastewater Treatment Plant	Department Total =	18,812.26
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Wastewater Collection

Eriksen Construction Co, Inc	Pay Estimate #5 of Contract #4 through 12/30/2013	97,209.51
Eriksen Construction Co, Inc	Pay Estimate #5 of Contract #4 through 12/30/2013	12,961.27
Eriksen Construction Co, Inc	Pay Estimate #5 of Contract #4 through 12/30/2013	19,441.90
Gridor Construction, Inc	Pay Estimate #9 of Contract #5 through 12/31/2013	244,908.82
Gridor Construction, Inc	Pay Estimate #9 of Contract #5 through 12/31/2013	32,654.51
Gridor Construction, Inc	Pay Estimate #9 of Contract #5 through 12/31/2013	48,981.77
H & W Contracting LLC	Pay Estimate #9 of Contract #3 through 12/27/2013	5,666.51
H & W Contracting LLC	Pay Estimate #9 of Contract #3 through 12/27/2013	755.54
H & W Contracting LLC	Pay Estimate #9 of Contract #3 through 12/27/2013	1,133.30
Havens & Havens	4th Quarter 2013 Professional Services- Contract #6	287.00
Midwest Fence & Gate Company	Addition to Original Bid- Posts & Materials	168.75
Midwest Fence & Gate Company	Addition to Original Bid- Posts & Materials	22.50
Midwest Fence & Gate Company	Addition to Original Bid- Posts & Materials	33.75
Principal Life Ins Co	Insurance Premium Jan 2014	192.58
Star Energy, LLC	Fuel December 2013	231.70

Wastewater Collection	Department Total =	464,649.41
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Landfill

Hunzelman Putzier Company	FY2013 Audit- Progress Billing through 1/3/2014	121.87
Principal Life Ins Co	Insurance Premium Jan 2014	37.69
Purchase Power	Postage January 7, 2014	9.44
Qualified Presort Service, LLC	ACH Statements	86.33
Qualified Presort Service, LLC	Final Bills	4.75
Qualified Presort Service, LLC	Monthly Statements	374.22
Qualified Presort Service, LLC	Past Due Notices	61.39

Landfill	Department Total =	695.69
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Storm Water Administration

Evertex Inc	Cell Phone Service Jan 2014	3.61
Genesis Development	Janitorial Services for December 2013	200.00
Havens & Havens	4th Quarter 2013 Professional Services	250.00
Hunzelman Putzier Company	FY2013 Audit- Progress Billing through 1/3/2014	121.87
Principal Life Ins Co	Insurance Premium Jan 2014	55.77
Qualified Presort Service, LLC	ACH Final Bills	4.79
Qualified Presort Service, LLC	Past Due Notices	61.39
Qualified Presort Service, LLC	ACH Statements	86.33
Qualified Presort Service, LLC	Final Bills	4.76
Qualified Presort Service, LLC	Monthly Statements	374.22

Storm Water Administration

Department Total = 1,162.74

Storm Water Collection

Havens & Havens	4th Quarter 2013 Professional Services	3,112.50
Havens & Havens	4th Quarter 2013 Professional Services- Expansion St	362.50
Principal Life Ins Co	Insurance Premium Jan 2014	21.93

Storm Water Collection

Department Total = 3,496.93

Street Cleaning

Principal Life Ins Co	Insurance Premium Jan 2014	28.54
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Street Cleaning

Department Total = 28.54

Insurance

Three Rivers Benefit Corporation	Flex Claims 12/31/2013	294.14
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Insurance

Department Total = 294.14

UNAVAILABLE

Salus LLC	December 2013 Memberships	200.00
Wiebers Fitness	December 2013 Punch Cards	258.61
Wiebers Fitness	November 2013 Punch Cards	369.63

UNAVAILABLE

Department Total = 828.24

Vehicle Maintenance

Arnold Motor Supply, LLP	Battery Terminal	19.58
Arnold Motor Supply, LLP	Oil Filter	5.60
Arnold Motor Supply, LLP	Extensions- Tools	10.79
Arnold Motor Supply, LLP	Halogen Lamp #13	18.90
Arnold Motor Supply, LLP	Drill Bit	8.99
Arnold Motor Supply, LLP	Adapter #137	51.99
Arnold Motor Supply, LLP	Supplies #64	48.59
Arnold Motor Supply, LLP	Lamp	17.01
Arnold Motor Supply, LLP	Thermostat	16.18
Arnold Motor Supply, LLP	Snowplow Light	159.99
Arnold Motor Supply, LLP	Lamps	14.64
Butler Machinery Company	Pipe	118.23
Butler Machinery Company	Muffler	165.57

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Butler Machinery Company	Pipe	215.58
Butler Machinery Company	Pipe Clamp	10.83
Butler Machinery Company	Clamp	11.07
Central Bank	Supplies	73.03
Fastenal Company	Supplies	86.16
Fastenal Company	Hole Saw	51.14
Grainger Inc W.W.	Band Saw	299.00
Grainger Inc W.W.	Die Grinder	343.30
Napa Auto Parts	Tubing	11.22
Napa Auto Parts	Howes Additivte	77.94
Napa Auto Parts	Clamps	19.18
Reinert Michael P	Steel Materials	6.50
Reinert Michael P	Steel Flat Iron	8.50
Reinert Michael P	Aluminum Rod	30.00
Reinert Michael P	Tube & Welding Gloves	21.50
Reinert Michael P	Aluminum Angle & Services	191.50
Reinert Michael P	Aluminum Plate	13.50
Storm Lake Hydraulics Co Inc	Spare PTO Drive Yoke	173.67
Storm Lake Hydraulics Co Inc	Hose ends & Hydraulic Hoses	89.90
Storm Lake Hydraulics Co Inc	Backhoe Repairs #35	15.84

Vehicle Maintenance

Department Total = 2,405.42

Technology

Rebnord Technologies Inc	2 Factor Auth	375.00
Rebnord Technologies Inc	IT Service Agreement	3,200.00
Rebnord Technologies Inc	My AntiSpam	75.00
Wide Open West	Internet Service December 2013	655.95

Technology

Department Total = 4,305.95

Grand Total = 687,471.49

King's Pointe Resort
Disbursements 1/1/2014 through 1/15/2014

Vendor Name	Description	Amount
Ace Hardware	supplies	315.67
American Red Cross	supplies	245.00
Aramark Uniform Services	uniforms	885.86
Arnold Motor Supply	supplies	190.04
Kelli Berg	reimbursement	886.52
Booking.com	commission	118.80
Cedar Valley Bank & Trust	payment	1,056.86
City of Storm Lake	water	3,886.71
Color-ize	supplies	633.50
Convergence LLC	supplies	75.00
Expedia Inc.	commission	224.91
First National Bank	credit card	224.68
Furniture and Floors for Less	supplies	1,236.00
Garbage Hauling Service	garbage service	385.20
Hy-Vee Food Stores	food	622.83
Kinseth Hotel Corporation	payroll, mgt fees	82,281.05
Knology Inc DBA WOW Cable	phone, cable	2,600.09
Lake Electric Supply	supplies	133.92
Pepsi-Cola Bottling Co.	beverages	569.78
Probuild Company LLC	supplies	482.03
Rebnord Technologies Inc. (2)	tech support	999.95
Jayne Riedell	reimbursement	87.34
The Storm Lake Times	advertising	2,267.28
Sysco Guest Supply LLC	supplies	1,528.31
Treasurer State of Iowa	sales tax	12,600.00
UPS	shipping	131.76
US Foods	food	16,429.96
ASSA Abloy/Vingcard Elsafe	supplies	447.46
Vizergy	web support	2,060.00
Al's Liquor	beverages	831.22
Doll Distributing	beverages	538.62
Johnson Brothers/Iowa Wine & Bev	beverages	474.90
	Totals	135,451.25

Sunrise Pointe Golf Course
Disbursements 1/1/2014 through 1/15/2014

Janitor's Closet	supplies	130.32
Julius Cleaners	cleaning	3.80
Kinseth Hotel Corporation	payroll/mgmt fee	2,480.70
Knology Inc. DBA WOW Cable	phone, cable	94.49
Speed's Automotive Supply	supplies	198.84
	Totals	2,908.15

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, JANUARY 6, 2013, 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Dan Anderson (arrived 5:02pm), Bruce Engelmann, David Walker, Sara Huddleston, and Mike Porsch. Absent: None. Staff present: City Manager Jim Patrick, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Fire Chief Mike Jones, Infrastructure Superintendent Pat Kelly, Project Manager/Community Development Director Mike Wilson, Doug Rainforth Water Quality Manager, Todd Allen Water Plant Superintendent, Jacob Stewart 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 Porsch to approve the consent agenda which included checks #44618 through #44746, minutes from the December 12, 2013 special council meeting and December 16, 2013 council meeting, new beer permit for Ahuachapan Restaurant, native wine permits for Hy-Vee and Daily Apple, and water line easements along W. Milwaukee with Saul Cortez, Manasota Key, and Lakes Investment Group for the new Pizza Ranch. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Storm Lake Marina Agreement – Moved by Council Member Walker to adopt Resolution No. 49-R-2013-2014 approving a twenty-five year management agreement with the Iowa Department of Natural Resources for the management of the Storm Lake Marina. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

RESOLUTION NO. 49-R-2013-2014

RESOLUTION APPROVING A MANAGEMENT AGREEMENT FOR THE STORM LAKE MARINA BETWEEN THE CITY OF STORM LAKE AND THE STATE OF IOWA

WHEREAS, The State of Iowa, acting through the Iowa Department of Natural Resources (DNR), and the City of Storm Lake (City) have jointly determined that it is in the public interest to transfer the care and maintenance of state-owned real property, locally know as Storm Lake Marina, and

WHEREAS, The agreement is entered into under the authority of Iowa Code sections 364.1 and 461A.27, and

WHEREAS, Pursuant to said sections, the parties mutually agree that the City shall undertake the development, care, and maintenance of the state-owned real property, and

WHEREAS, The term of the agreement is effective on the date it is last signed and continues in full force and effect to and including December 31, 2038.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA, that the City of Storm Lake agrees to maintain and manage the Property as a public access area for the citizens thereof and for the people of the State of Iowa in substantially the same manner as state-owned marina areas are maintained and managed by the DNR, and

BE IT FURTHER RESOLVED that the Mayor of the City of Storm Lake, Jon F. Kruse, be authorized to sign the Management Agreement with the Iowa Department of Natural Resources.

PASSED AND APPROVED THIS 6th day of January, 2014.

Jon F. Kruse, Mayor

ATTEST

Justin Yarosevich, City Clerk

Marina Operator Contract - Moved by Council Member Anderson to approve a contract with Wheel Camping and Marine, Inc. for the management of operations at the Storm Lake Marina. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Sale of Land – Moved by Council Member Walker to adopt Resolution No. 50-R-2013-2014 proposing sale of real estate and setting a public hearing for January 20, 2014. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

RESOLUTION NO. 50-R-2013-2014

RESOLUTION PROPOSING SALE OF REAL ESTATE AND PROVIDING NOTICE TO THE PUBLIC

WHEREAS, the City of Storm Lake, Iowa (the “City”) is considering entering into an Option to Buy Real Estate (the “Option”) with David K. Peterson and Ruth A. Peterson, individually and as Trustees of the Peterson Family Trust, (the “Petersons”) under which Option the City may elect to purchase and become the owner of real estate described as follows:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows:
Commencing 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 NE1/4 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 (NE1/4) a distance of 150.00 Feet to the place of beginning.

And

A part of the East Half (E1/2) Northeast Quarter (NE1/4) 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 (NE1/4) 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 NE1/4 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 NE1/4 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 NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres;

(the "Real Estate");

WHEREAS, pursuant to the terms of the Option, in order to exercise the Option, the City must enter into a Real Estate Agreement (the "Real Estate Agreement") with the Petersons and with Steven Brashears and Terry Brashears (the "Brashearses") which requires the City to sell a part of the Real Estate to the Brashearses;

WHEREAS, the part of the Real Estate required by the Real Estate Agreement to be sold to the Brashearses by the City is approximately 10.47 acres and described as follows:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing 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 NE1/4 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 (NE1/4) a distance of 150.00 Feet to the place of beginning.

And

A part of the East Half (E1/2) Northeast Quarter (NE1/4) 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 (NE1/4) 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 NE1/4 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 NE1/4 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 NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres.

EXCEPT:

That part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 91, Range 37 West of the 5th P.M., Buena Vista County, Iowa, more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of said Section 34; thence N88°37'02"W, 326.03 Feet along the South line of said Southeast Quarter of the Northeast Quarter; thence N01°22'58"E, 399.99 Feet; thence S88°38'38"E, 327.27 Feet to the East line of said Southeast Quarter of the Northeast Quarter; thence S01°33'39"W 400.14 Feet along the East line of said Southeast Quarter of the Northeast Quarter to the Point of Beginning.

(the "Development Parcel");

WHEREAS, a copy of the unexecuted Real Estate Agreement is attached to this Resolution as Exhibit A, incorporated herein by this reference;

WHEREAS, if the Option is exercised by the City, then, under the terms of the Real Estate Agreement, the City will sell the Development Parcel to the Brashearses for the purchase price of \$45,000.00 and on the other terms and conditions set forth in the Real Estate Agreement, which include the retention by the City of 1) certain easement rights and 2) an Option to purchase the Development Parcel from the Brashearses if the Brashearses do not develop the Development Parcel as a residential subdivision in accordance with the terms of the Real Estate Agreement within three years of their acquisition of the Development Parcel from the City;

WHEREAS, the Development Parcel, except for the easement to be retained by the City, is not otherwise needed by the City; and

WHEREAS, if the City exercises the Option, the City Council believes the sale and conveyance of the Development Parcel to the Brashearses would be in the best interests of the City, subject, however, to receiving such additional information as residents of the City may provide to the Council.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Storm Lake, Iowa does hereby propose to sell and convey the Development Parcel to the Brashearses on the terms and conditions previously set forth in this Resolution, provided that the City first exercises the Option and acquires the Real Estate.

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

Passed and approved this 6th day of January, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Exhibit A

REAL ESTATE AGREEMENT

Preparer Information: (name, address and phone number)

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

Taxpayer Information: (name and complete address)

For property referred to as "Three Acre Parcel," more fully described on Page 5:
City of Storm Lake, Iowa, c/o City Clerk, City Hall, P.O. Box 1086, Storm Lake, IA 50588

For property referred to as "Development Parcel," more fully described on Pages 5-6:
Steven Brashears and Terry Brashears, 510 Lakeshore Drive, Lakeside, IA 50588

Return Document To: (name and complete address)

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

Grantors of Property referred to as the Trust Parcel, more fully described on Page 3:

David K. Peterson and Ruth A. Peterson, as Trustees of the Peterson Family Trust, 514 Cayuga Street, Storm Lake, IA 50588

Grantors of Property referred to as the Peterson Parcel, more fully described on Page 4:

David K. Peterson and Ruth A. Peterson, 514 Cayuga Street, Storm Lake, IA 50588

Grantors of Property referred to as the Development Parcel, more fully described on Page 5-6:

City of Storm Lake, Iowa, c/o City Clerk, City Hall, P.O. Box 1086, Storm Lake, IA 50588

Grantee of Trust Parcel and the Peterson Parcel:

City of Storm Lake, Iowa, c/o City Clerk, City Hall, P.O. Box 1086, Storm Lake, IA 50588

Grantees of the Development Parcel:

Steven Brashears and Terry Brashears, 510 Lakeshore Drive, Lakeside, IA 50588

REAL ESTATE AGREEMENT

This is an Agreement (the "Agreement") between and among the City of Storm Lake, Iowa, an Iowa municipal corporation (the "City"), David K. Peterson and Ruth A. Peterson, as Trustees of the Peterson Family Trust (the "Trust"), David K. Peterson and Ruth A. Peterson, husband and wife (the "Petersons"), and Steven Brashears and Terry Brashears, husband and wife (the "Brashears").

Background

The Trust and the Petersons each own parts of the following described real estate situated in Buena Vista County, Iowa:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing 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 NE1/4 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 (NE1/4) a distance of 150.00 Feet to the place of beginning.

And

A part of the East Half (E1/2) Northeast Quarter (NE1/4) 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 (NE1/4) 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 NE1/4 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 NE1/4 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 NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres.

(the "Real Estate").

The part of the Real Estate owned by the Trust is legally described as follows:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa, thence North 00°12' 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 NE1/4 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 (NE1/4) a distance of 150.00 Feet to the place of beginning.

And

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of the NE1/4, Section 34, Township 91 North, Range 37 West of the Fifth P.M.; thence North 00°13' East along the East line of said NE1/4 a distance of 400.00 Feet to the point of beginning; thence continuing North 00°13' East along the East line of said NE1/4 a distance of 60.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot 7, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West a distance of 60.0 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 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE1/4 and to the Northeast Corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East along the South line of said NE1/4 a distance of 60.0 Feet to the Northwest corner of Lot 6, Block 2, Maywood Second Addition to the City of Storm Lake, Iowa; thence North 00°20' East a distance of 400.0 Feet; thence North 89°58' East a distance of 1,065.39 Feet to the point of beginning and containing an area of 2.308 acres.

(the "Trust Parcel").

The part of the Real Estate owned by the Petersons is legally described as follows:

A part of the East Half (E1/2) Northeast Quarter (NE1/4) 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 (NE1/4) 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 NE1/4 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 NE1/4 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 NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres, except:

Commencing at the Southeast Corner of the NE1/4 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 NE1/4 a distance of 400.0 Feet to the point of beginning; thence continuing North 00°13' East along the East line of said NE1/4 a distance of 60.0 Feet; thence South 89°48' 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 a distance of 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 NE1/4 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°58' East along the South line of said NE1/4 a distance of 60.0 Feet to the Northwest Corner of Lot Six (6), Block Two (2), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 00°20' East a distance of 400.0 Feet; thence North 89°58' East a distance of 1,065.39 Feet to the point of beginning and containing an area of 2.308 acres.

For the purposes of this description the South line of the Northeast Quarter of Section 14, Township 91 North, Range 37 West of the 5th P.M., has a bearing of S89°58' West.

(the "Peterson Parcel").

The Trust and the Petersons are willing to sell the Real Estate to the City for the consideration and on the terms and conditions set forth below. Among those terms and conditions is the requirement that the City sell and convey a part of the Real Estate, as described below, to the Brashearses under the terms and conditions of this Agreement.

The City is willing to buy the Real Estate on the terms and conditions set forth below so that the easements provided for in Paragraph 12 below can be acquired by the City and so that the City can acquire and retain the fee simple title to three acres of the Real Estate legally described as:

That part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 91, Range 37 West of the 5th P.M., Buena Vista County, Iowa, more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of said Section 34; thence N88°37'02"W, 326.03 Feet along the South line of said Southeast Quarter of the Northeast Quarter; thence N01°22'58"E, 399.99 Feet; thence S88°38'38"E, 327.27 Feet to the East line of said Southeast Quarter of the Northeast Quarter; thence S01°33'39"W 400.14 Feet along the East line of said Southeast Quarter of the Northeast Quarter to the Point of Beginning.

(the "Three Acre Parcel") for use in the City's North Central Storm Water Project.

The Brashearses wish to buy the Real Estate less the Three Acre Parcel, legally described as:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing 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 NE1/4 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 (NE1/4) a distance of 150.00 Feet to the place of beginning.

And

A part of the East Half (E1/2) Northeast Quarter (NE1/4) 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 (NE1/4) 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 NE1/4 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 NE1/4 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 NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres.

EXCEPT:

That part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 91, Range 37 West of the 5th P.M., Buena Vista County, Iowa, more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of said Section 34; thence N88°37'02"W, 326.03 Feet along the South line of said Southeast Quarter of the Northeast Quarter; thence N01°22'58"E, 399.99 Feet; thence S88°38'38"E, 327.27 Feet to the East line of said Southeast Quarter of the Northeast Quarter; thence S01°33'39"W 400.14 Feet along the East line of said Southeast Quarter of the Northeast Quarter to the Point of Beginning.

(the "Development Parcel") from the City after the City acquires title to the Real Estate from the Trust and the Petersons. The City is willing to sell the Development Parcel to the Brashearses on the terms set forth below, subject, however, to the easements described below that will be retained by the City and subject further to the condition that the Brashearses develop the Development Parcel as set forth below. The Brashearses are willing to acquire the Development Parcel from the City subject to the easements to be retained by the City and subject to the conditions set forth below. The City wishes to have, and the Brashearses are willing to grant to City, the option to buy the Development Parcel from the Brashearses if the Brashearses fail to develop the Development Parcel in accordance with the provisions of this Agreement.

Terms of Agreement

In consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the City, the Trust, the Petersons and the Brashearses agree as follows:

1. SALE AND PURCHASE OF REAL ESTATE. Under the terms and conditions set forth below, the Trust and the Petersons sell and the City purchases the Real Estate with any easements and appurtenant servient estates, but subject to zoning and other ordinances, covenants of record, and easements of record.

2. CITY'S PURCHASE PRICE OF REAL ESTATE. The total purchase price for the Real Estate is Seventy-Five Thousand and 00/100ths Dollars (\$75,000.00), of which no part has been paid. City shall pay the full purchase price for the Real Estate to

the Trust and the Petersons at City Hall, Storm Lake, Iowa at closing upon delivery by the Trust and the Petersons of the warranty deeds for the Real Estate to the City, which deeds are acceptable to the City and comply with the provisions of Paragraph 10 below. The net sale proceeds from the total purchase price shall be allocated between, and distributed to, the Trust and the Petersons as directed by the Petersons.

3. **INTEREST.** The City shall pay interest at the rate of 3% per annum on any delinquent amounts and any sum reasonably advanced by the Trust and the Petersons to protect their interest in the Agreement, computed from the date of the delinquency or the advance.

4. **REAL ESTATE TAXES.** The Trust and the Petersons shall pay all real estate taxes on the Real Estate delinquent if not paid April 1, 2014, and October 1, 2014, and any unpaid real estate taxes payable in prior years. City shall pay all subsequent real estate taxes on the Real Estate; provided, however, that Brashearses shall pay the subsequent real estate taxes on the Development Parcel if the Brashearses acquire the Development Parcel from the City, as provided below. The real estate taxes to be paid by the Trust and the Petersons shall be borne by the Trust and the Petersons as the Petersons shall direct.

5. **SPECIAL ASSESSMENTS.** The Trust and the Petersons shall pay all special assessments which are a lien on the Real Estate as of the date of this Agreement. All other special assessments shall be paid by the City; provided, however, that all other special assessments on the Development Parcel shall be paid by the Brashearses if the Brashearses acquire the Development Parcel from the City, as provided below. The special assessments to be paid by the Trust and the Petersons shall be borne by the Trust and the Petersons as the Petersons shall direct.

6. **POSSESSION AND CLOSING.** The Trust and the Petersons shall give the City possession of the Real Estate on May 1, 2014, provided the City is not in default under this Agreement. Closing of the transaction between the Trust and the Petersons and the City shall be on May 1, 2014.

7. **INSURANCE.** The Trust and the Petersons shall maintain existing insurance upon the Real Estate until the date of possession. The City shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements.

8. **ABSTRACT AND TITLE.** The Trust and the Petersons shall promptly deliver to the City any abstracts of title for the Real Estate that do not include other land the Trust and the Petersons are not selling to the City and that are already in their possession. The abstract or abstracts shall become the property of the City when the purchase price is paid in full. The City, at its expense, shall promptly obtain an abstract of title to the Development Parcel and a separate abstract of title to the Three Acre Parcel, both continued through the date of this Agreement. The City may continue any or all of the abstracts delivered to the City by the Petersons and use such abstract or abstracts as either the abstract for the Development Parcel or the abstract for the Three Acre Parcel.

After the City has examined the continued abstract for the Development Parcel, the City shall deliver it to the Brashearses for examination. The abstract for the Development Parcel shall show merchantable title to that part of the Development Parcel owned by the Petersons in the Petersons and merchantable title to that part of the Development Parcel owned by the Trust in the Trust in conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract for the Three Acre Parcel shall show merchantable title to the Three Acre Parcel in the Petersons in conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The City shall pay the costs of any additional abstracting and title work due to any act or omission of the Trust or Peterson, including transfers by or the death of the Trust or the Petersons, or their assignees.

9. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale.

10. DEEDS. Upon payment of purchase price, the Trust shall convey the Trust Parcel to the City or its assignee, by Trustee warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of the Trust continuing up to time of delivery of the deed. Upon payment of purchase price, the Petersons shall convey the Peterson Parcel to the City or its assignee, by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of the Peterson continuing up to time of delivery of the deed.

11. SALE OF DEVELOPMENT PARCEL. If City acquires fee simple title to the Real Estate, the City shall sell and the Brashearses shall purchase the Development Parcel with any easements and appurtenant servient estates, but subject to zoning and other ordinances, covenants of record, easements of record, the restrictions contained below, and the easement to be retained by City, which retained easement and easement rights-of-way are described in Paragraph 12 below.

12. EASEMENT RETAINED BY CITY. If City acquires fee simple title to the Real Estate, the City shall perpetually retain an easement and easement rights-of-way legally described as follows:

A part of the E1/2 of the NE1/4 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 N01°59'07"E, 20.00 Feet along the East line of said Lot 8; thence S88°37'05"E, 150.00 Feet; thence S01°58'33"W, 20.00 Feet to the South

line of said E1/2 of the NE1/4 and to the Northeast Corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence N88°37'05"W, 150.00 Feet along the South line of said E2 of the NE3 to the point of beginning.

AND

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of the NE1/4, Section 34, Township 91 North, Range 37 West of the Fifth P.M.; thence N01°33'39"E, 400.14 Feet along the East line of said NE1/4 to the point of beginning; thence continuing N01°33'39"E, 59.72 Feet along the East line of said NE1/4; thence N88°37'55"W, 1,274.67 Feet to the Southeast Corner of Lot 7, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence S01°46'02"W, 59.99 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence S88°38'38"E, 1,274.88 Feet to the point of beginning.

pursuant to which easement and easement rights-of-way the City and each public utility entity to which the City has granted or may in the future grant the right to share all or a portion of the easement rights-of-way shall have the perpetual right to survey, patrol, construct, install, erect, inspect, repair, operate and maintain any and all public utility improvements and all appurtenances thereto, over, under, across, through and upon the easement rights-of-way, and the perpetual right to grade the land within the rights-of-way for drainage of such land, drainage of other land, or both, or to grade such land as necessitated or desired by the City or other entity, as the case may be, because of construction of drainage structures and facilities on such land or other land, together with the right to use and operate the easement improvements as the City or entity, as the case may be, deems necessary, including the right to remove any such installations and appurtenances at any time it deems appropriate. This grant of easement rights includes all public utilities, including but not limited to water lines, sanitary and storm sewer lines, surface and subsurface storm water drainage facilities, sub-drain and footing drain collectors, gas, electric and telephone lines, electronic communication lines and any other form of utility whatsoever, whether owned by the City or one or more public or private utility entities to which the City has granted or may in the future grant the right to share all or a portion of the easement rights-of-way.

13. BRASHEARSES' PURCHASE PRICE OF DEVELOPMENT PARCEL. The total purchase price for the Development Parcel is Forty-Five Thousand and 00/100ths Dollars (\$45,000.00), of which no part has been paid. Brashearses shall pay the full purchase price for the Development Parcel to the City at City Hall, Storm Lake, Iowa at closing upon delivery by the City of a warranty deed for the Development Parcel to the Brashearses.

14. INTEREST. The Brashearses shall pay interest to the City at the rate of 3%

per annum on any delinquent amounts and any sum reasonably advanced by the City to protect its interest in the Agreement, computed from the date of the delinquency or the advance.

15. **REAL ESTATE TAXES.** The City shall pay all real estate taxes on the Development Parcel, to the extent not already paid by the Trust and the Petersons as required above, which taxes are delinquent if not paid April 1, 2014, and October 1, 2014, and any unpaid real estate taxes payable in prior years. Brashearses shall pay all subsequent real estate taxes on the Development Parcel.

16. **SPECIAL ASSESSMENTS.** The City shall pay all special assessments on the Development Parcel, to the extent not already paid by the Trust and the Petersons as required above, which assessments are a lien on the Development Parcel as of the date of this Agreement. All other special assessments shall be paid by the Brashearses.

17. **POSSESSION AND CLOSING.** The City shall give the Brashearses possession of the Development Parcel on May 1, 2014, provided the Brashearses are not in default under this Agreement. Closing of the transaction between the City and the Brashearses shall be on May 1, 2014, immediately following the closing of the transaction between the Trust and the Petersons and the City, as provided above.

18. **ABSTRACT AND TITLE.** The abstract of title for the Development Parcel shall become the property of the Brashearses when the Brashearses have paid the purchase price in full. The City shall not be obligated to have the abstract for the Development Parcel continued for examination by the Brashearses to show the City's acquisition of the Development Parcel from the Petersons and the Trust or to show any liens that might have attached upon the City's acquisition of the Development Parcel.

19. **FIXTURES.** All property that integrally belongs to or is part of the Development Parcel, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Development Parcel and included in the sale.

20. **DEEDS.** Upon Brashearses' payment of the purchase price to the City, the City shall convey the Development Parcel to the Brashearses or its assignee, by warranty deed, free and clear of all liens, restrictions, and encumbrances, except as provided in this Agreement, but subject to the retained Easement described in Paragraph 12 above. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of the City continuing up to time of delivery of the deed.

21. **DEVELOPMENT BY BRASHEARSEES REQUIRED.** Within three years of the conveyance of the Development Parcel from the City to the Brashearses, the Brashearses, their successors, and assigns 1) must have subdivided the Development Parcel

for development as a single-family residential development in accordance with all laws, regulations, and ordinances; 2) must have available for sale three residential lots for single-family dwellings, and 3) must have completed construction of all improvements required by law, regulations, and ordinances, including, without limitation, streets, water lines, sewer lines, and storm sewers, in accordance with all laws, regulations, ordinances, and any development agreement that may exist between the Brashearses and the City, which improvements will serve those three residential lots.

22. CONDITIONAL OPTION TO BUY DEVELOPMENT PARCEL. If, within three years, 60 days of the conveyance of the Development Parcel from the City to the Brashearses, the City files for record with the Buena Vista County, Iowa Recorder, an affidavit of the City Manager or Assistant City Manager of the City substantially reciting that the Brashearses failed to complete the requirements of numbered paragraph 21 above within three years of the conveyance of the Development Parcel from the City to the Brashearses, the City shall have an option to purchase the Development Parcel at a price equal to the fair market value of the Development Parcel as determined in this Paragraph. The City shall give notice to the Brashearses of the filing of such affidavit and the date of the filing. Within 30 days of the date of the filing of the affidavit, the parties may agree in writing upon the fair market value of the Development Parcel for the purpose of determining the option price. If the parties do not reach a written agreement as to the fair market value within that thirty-day period, the City, at the City's expense, shall, in its sole discretion, select and hire a qualified real estate appraiser who shall appraise the Development Parcel within sixty days of the filing of the affidavit and determine its fair market value. The appraiser shall furnish a copy of the written appraisal of fair market value to the City and Brashearses. The fair market value as determined in this Paragraph shall be the purchase price of the Development Parcel under the Option. If the City elects to exercise its option, it shall exercise the option by giving notice in writing to the Brashearses of its exercise of the option and shall tender to Brashearses with such notice a written contract on a standard Iowa State Bar Association Real Estate Contract Short Form, executed by the City, for the sale of the Development Parcel by the Brashearses to the City, together with a down payment of ten percent of the purchase price. The written contract shall include provisions for 1) the sale from Brashearses to City at the purchase price as determined in this paragraph; 2) proration of real estate taxes to the date of possession by the City; 3) possession and closing to be on a date not later than sixty days from the date on which the written notice of the City's exercise the option is signed; 4) conveyance from the Brashearses to the City by warranty deed; 5) furnishing of an abstract of title by Brashearses continued to the date of the Contract showing merchantable title in Brashearses; and 6) payment by City of the balance of the purchase price at closing in return for the warranty deed to be provided by Brashearses to City. The Brashearses shall execute and return the contract within five business days from the date on which the City tenders the contract to the Brashearses. The City's option to purchase the Development Parcel shall lapse if not exercised within one hundred eighty days from the date on which the City files for record with the Buena Vista County, Iowa Recorder the affidavit described above in this paragraph or if the City files for record with the Buena Vista County, Iowa Recorder a Declination to Exercise Option in which the City declines to exercise the Option. Any reference herein to the Brashearses shall

include the Brashearses, their successors, and assigns.

23. SUCCESSORS AND ASSIGNS. This agreement shall bind and inure to the benefit of the parties' successors in interest and assigns.

24. COUNCIL APPROVAL. This agreement is subject to, and conditioned upon, the approval of the City Council of the City. If not so approved, this Agreement shall be void.

25. REMEDIES OF THE PARTIES.

a. The parties are entitled to utilize any and all remedies or actions at law or in equity available to them.

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

26. JOINDER BY SELLER'S SPOUSE. The spouse of any party selling any real property under this Agreement, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

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

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

29. RELEASE OF RIGHTS. Each of the parties selling real property under this agreement hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

30. CERTIFICATION. The parties each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in any transaction under this Agreement, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

31. NOTICES. When written notices, option-related documents, or the down payment on the purchase price paid pursuant to the exercise of the option described in Paragraph 22 above are required by this Agreement to be given or tendered, they shall be

either a) mailed through the United States Postal Service by certified mail, return receipt requested, to the intended recipient at the recipient's address shown below or, if such recipient has provided to the party mailing the notice or other documents a different address in writing, then to the recipient at such different address; or b) hand-delivered in person to the intended recipient. Mailed documents and notice shall be deemed given and received upon actual receipt by the recipient but not later than two days after the mailing is deposited in the United States Postal Service mail, with proper postage affixed. Documents and notices that are hand-delivered in person to the intended recipient shall be deemed given and received upon actual receipt by the recipient. One notice or other document given to two persons who are spouses of one another at the time the notice or other document is given, whether such persons are to receive the notice or document in their individual capacity or in a fiduciary or representative capacity, shall be deemed sufficient notice to both such persons. The mailing addresses of the parties are as follows:

David K. Peterson
Ruth A. Peterson
514 Cayuga Street
Storm Lake, IA 50588

David K. Peterson
Ruth A. Peterson
Trustees of the Peterson Family Trust
514 Cayuga Street
Storm Lake, IA 50588

Steven Brashears
Terry Brashears
510 Lakeshore Drive
Lakeside, IA 50588

City of Storm Lake, Iowa
c/o City Clerk
City Hall
P.O. Box 1086
Storm Lake, IA 50588

David K. Peterson

CITY OF STORM LAKE, IOWA

Ruth A. Peterson

BY: _____
Jon F. Kruse, Mayor

Steven Brashears

ATTEST:

Terry Brashears

Justin Yarosevich, City Clerk

David K. Peterson, as Trustee of the
Peterson Family Trust

Ruth A. Peterson, as Trustee of the
Peterson Family Trust

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, by David
K. Peterson and Ruth A. Peterson, husband and wife.

_____, Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, by David
K. Peterson and Ruth A. Peterson, as Trustees of the Peterson Family Trust.

_____, Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, by Steven
Brashears and Terry Brashears, husband and wife.

_____, Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

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

_____, Notary Public

City Manager Contract Amendment – Moved by Council Member Engelmann to approve an amendment to the City Manager’s contract. Amendment changes his health insurance payments from being paid directly to the insurance company to now going directly to Mr. Patrick. Also includes an increase of \$1,600 to his salary and \$1,200 to his retirement contribution. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

North Central Storm Water Project – Moved by Council Member Walker to approve a contract with Certified Testing Services for soil borings for the North Central Storm Water Project. Contract cost \$3,440.00. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Downtown Façade Project – Moved by Council Member Walker to approve a contract with Price Preservation Research for historical survey for the Downtown Façade Revitalization Project. Contract cost \$9,532.50. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Sidewalk Ordinance – Scott Olesen provided information to the Council on proposed changes being considered to the sidewalk ordinance. The Council reviewed the information and the ordinance will be on the next agenda for first reading.

Closed Session – Moved by Council Member Walker to go into closed session at 5:38pm in reference to Iowa Code Section Chapter 21.5 (j) to discuss possible purchase of property. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Attendance in closed session: Engelmann, Huddleston, Anderson, Porsch, Walker, Kruse, Patrick, Yarosevich, Havens, and Wilson.

Moved by Council Member Walker to reconvene into open session at 5:55pm. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Adjourn – Moved by Council Member Walker to adjourn the meeting at 6:01pm. Seconded by Council Member Porsch. Vote: All ayes. 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: JANUARY 15, 2014

REFERENCE: LIQUOR LICENSE RENEWAL
STAR VIDEO
420 FLINDT DR

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

	02-15-12 to 02-11-2013	02-12-2013 to 01-13-2013
INCIDENTS		
Accident	2	0
Ambulance Call	1	0
Business Assist	1	1
Business Security	9	6
Citizens Complaint	0	1
Keys Locked in Car	0	2
Pedestrian Stop	1	0
Parking Complaint	1	0
PR/Talk/Presentation	0	1
Station Assignment	1	0
Suspicious Person	0	1
Theft	14	7
Vehicle Stop	13	6
ARRESTS	none	none

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: JANUARY 15, 2013

REFERENCE: LIQUOR LICENSE RENEWAL
PLAZA MEXICO
1502 N LAKE AVE

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

	01-10-2012 to 01-10-2013	01-11-2013 to 01-13-2014
INCIDENTS	none	none
ARRESTS	none	none

Recommendation: Approval of liquor license.

License Application ()

Applicant

Name of Applicant:	<u>Khambong Keokham</u>		
Name of Business (DBA):	<u>Little Vientiane</u>		
Address of Premises:	<u>805 Flindt Drive Ste. A1</u>		
City: <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>	
Business Phone:	<u>(712) 213-1999</u>		
Mailing Address:	<u>805 Flindt Drive Ste. A1</u>		
City: <u>Storm Lake</u>	State: <u>IA</u>	Zip: <u>50588</u>	

Contact Person

Name:	<u>Khambong or Manh Keokham</u>		
Phone:	<u>(712) 213-1999</u>	Email Address:	<u>mkeokham@gmail.com</u>

Classification: Class B Beer (BB) (Includes Wine Coolers)

Term: 12 months

Effective Date: 01/01/1900

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)
Sunday Sales

Status of Business

BusinessType:	<u>Sole Proprietorship</u>		
Corporate ID Number:		Federal Employer ID #	

Ownership

Khambong Keokham

First Name: Khambong

Last Name: Keokham

City: Storm Lake

State: Iowa

Zip: 50588

Position Owner

% of Ownership 51.00 %

U.S. Citizen

Manh Keokham

First Name: Manh

Last Name: Keokham

City:

State: Iowa

Zip: 50588

Position Spouse

% of Ownership 49.00 %

U.S. Citizen

Insurance Company Information

Insurance Company: Scottsdale Insurance Company

Policy Effective Date:

Policy Expiration Date:

Bond Effective Continuously:

Dram Cancel Date:

Outdoor Service Effective Date:

Outdoor Service Expiration Date:

Temp Transfer Effective Date:

Temp Transfer Expiration Date:



**APPLICATION FOR APPOINTMENTS
TO STORM LAKE BOARDS & COMMISSIONS**

City of Storm Lake
P.O. Box 1086, 620 Erie Street
Storm Lake, IA 50588
Phone #712-732-8000
Fax #712-732-4114
www.stormlake.org

PERSONAL DATA

Jackson Emily A
Last Name First Name Middle Initial
530 College Storm Lake Ia 50588
Address City State Zip Code
712 732 1688 Business Phone # Cell Phone # rocsmo@iwi.net
Home Phone # E-mail Address:
Retired
Employer Occupation

How long have you lived in Storm Lake? 36 yrs

List any volunteer/civic/community activity in which you have been involved in:

Volunteered at FHC, North Lake Manor, ADA Board

Please check the following City boards or commissions to which you would like to be appointed:

- | | |
|---|---|
| ☐ Airport Commission | ☐ 911 Board |
| ☐ Airport Board of Adjustment | ☐ Board of Appeals |
| ☐ Band Trustees | ☐ Library Board (6 yrs) |
| ☐ Board of Adjustment (5 yrs) | ☐ Landfill Commission |
| ☐ Cemetery Board | ☐ Planning & Zoning Commission |
| ☐ Civil Service Commission (6 yrs) | ☐ Storm Water Advisory |

ADA Commission X

All of the above boards & commissions have a 3-year term unless otherwise stated.

Why do you want to serve on this board or commission?

I want to be involved in something I know about.
I worked as a school psychologist for 20 years.

In accordance with Iowa Code Chapter 362 the City must determine what relationships or transactions you may have or potentially have with the City of Storm Lake prior to your appointment to a Board or Commission. In order to do this we must ask you to answer the following questions.

Do you or any immediate family member own or are part owners of a business doing business with the City of Storm Lake?

☐ Yes ☒ No

If so, name of the business and the percentage you or immediate family member own?

Are you employed by any business doing business with the City of Storm Lake? ☐ Yes ☒ No

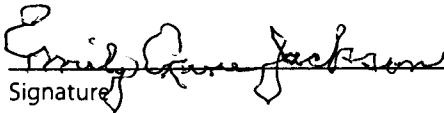
If Yes: _____

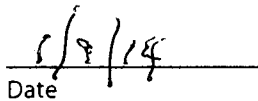
What is the name of the Business: _____

Is your salary/bonus determined by financial performance of the company or do you receive a commission?

☐ Yes ☒ No

I certify that the above answers are correct and true.


Signature


Date

"Appointments to City Boards and Commissions are made by the Storm Lake Mayor and confirmed by the City Council."

Please return the completed form to:

City Clerk
City of Storm Lake
P.O. Box 1086
Storm Lake, IA 50588

If you should have any questions, feel free to contact City Administration at 732-8000.

Staff Summary

1/20/2014

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 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 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	\$687,471.49	\$138,652.82	\$106,932.67	77	\$2,231.63	2	\$29,488.52	21
King's Pointe	\$135,451.25	\$39,683.68	\$14,940.88	38			\$24,742.80	62

Golf Course	\$2908.15	\$427.45	\$98.29	23			\$329.16	77
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RECOMMENDATION: Review Buy Local Information

Staff Summary

1/20/2014

Agenda Item # 3.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Public Hearing On Sale Of Land**

BACKGROUND: At the January 6th Council Meeting the City Council directed staff to publish notice of the sale of land as indicated by the Code of Iowa. This agenda item will provide for that public hearing.

The proposed sale is for 12.095 Acres, pending the purchase of the land (for which the City will consider the approval of an option to purchase following this public hearing) from the Peterson family, to Steve Brashears.

The City is acquiring the larger parcel from the Petersons under an option to acquire the needed three acres of land for the purpose of building a storm water detention pond for the North Central Storm Water Project. The City doesn't need the remaining land and thus is proposing to sell the land to Brashears. Brashears will have a period of three years in which to develop the property into a housing subdivision or the land could be purchased back by the City for the original sale price plus interest.

The City can not purchase the property until the State of Iowa has given environmental and historical clearance on the project which is anticipated by April 2014.

FISCAL IMPACT: The cost of the option is \$1.00. The cost to purchase the land from Peterson is \$75,000. Brashears will purchase the remaining land (12 acres) from the City for \$45,000.

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

Staff Summary

1/20/2014

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: James H. Patrick, City Manager

SUBJECT: **Resolution No. 51-R-2013-2014 Authorizing Approval Of Option To Purchase**

BACKGROUND: This agenda item will approve the proposed Option for the purchase of property from the Peterson Family and the subsequent sale of property to Brashears should the City exercise the option.

The purchase would be for a total of just over 15 acres. The subsequent proposed sale is for 12.095 Acres, pending the purchase of the land (for which the City will consider the approval of an option to purchase following this public hearing) from the Peterson family, to Steve Brashears.

The City is acquiring the larger parcel from the Petersons under an option to acquire the needed three acres of land for the purpose of building a storm water detention pond for the North Central Storm Water Project. The City doesn't need the remaining land and thus is proposing to sell the land to Brashears. Brashears will have a period of three years in which to develop the property into a housing subdivision or the land could be purchased back by the City for the original sale price plus interest.

The City can not purchase the property until the State of Iowa has given environmental and historical clearance on the project which is anticipated by April 2014.

FISCAL IMPACT: The cost of the option is \$1.00. Should the City exercise their option for this purchase the City would pay to Peterson's \$75,000 and then subsequently sell to Brashears slightly over 12 acres of land for \$45,000. The net cost to the City of the option, purchase, and subsequent sale would be \$30,001.00.

RECOMMENDATION: Adopt Resolution No. 51-R-2013-2014

ATTACHMENTS:

Description	Type
 Resolution No. 51-R-2013-2014	Resolution

RESOLUTION NO. 51-R-2013-2014

RESOLUTION APPROVING OPTION TO BUY REAL ESTATE FROM DAVID K. PETERSON AND RUTH A. PETERSON AND APPROVING SALE AND CONVEYANCE OF PART OF SUCH REAL ESTATE, IF SUCH OPTION IS EXERCISED, TO STEVEN BRASHEARS AND TERRY BRASHEARS, SUBJECT TO RETAINED EASEMENT RIGHTS-OF-WAY AND A RETAINED CONDITIONAL OPTION TO BUY; AND AUTHORIZING MAYOR AND CLERK TO EXECUTE OPTION TO BUY REAL ESTATE FROM DAVID K. PETERSON AND RUTH A. PETERSON

WHEREAS, the City of Storm Lake, Iowa (the "City") has considered entering into an Option to Buy Real Estate (the "Option") with David K. Peterson and Ruth A. Peterson, individually and as Trustees of the Peterson Family Trust, (the "Petersons") under which Option the City may elect to purchase and become the owner of real estate described as follows:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing 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 NE1/4 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 (NE1/4) a distance of 150.00 Feet to the place of beginning.

And

A part of the East Half (E1/2) Northeast Quarter (NE1/4) 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 (NE1/4) 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 NE1/4 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 NE1/4 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 NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres;

(the “Real Estate”);

WHEREAS, a copy of the Option is attached to this Resolution as Exhibit 1 and incorporated herein by this reference;

WHEREAS, pursuant to the terms of the Option, in order to exercise the Option, the City must enter into a Real Estate Agreement (the “Real Estate Agreement”) with the Petersons and with Steven Brashears and Terry Brashears (the “Brashearses”) which requires the City to sell a part of the Real Estate to the Brashearses;

WHEREAS, the part of the Real Estate required by the Real Estate Agreement to be sold to the Brashearses by the City is approximately 10.47 acres and described as follows:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing 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 NE1/4 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 (NE1/4) a distance of 150.00 Feet to the place of beginning.

And

A part of the East Half (E1/2) Northeast Quarter (NE1/4) 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 (NE1/4) 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 NE1/4 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 NE1/4 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 NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres.

EXCEPT:

That part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 91, Range 37 West of the 5th P.M., Buena Vista County, Iowa, more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of said Section 34; thence N88°37'02"W, 326.03 Feet along the South line of said Southeast Quarter of the Northeast Quarter; thence N01°22'58"E, 399.99 Feet; thence S88°38'38"E, 327.27 Feet to the East line of said Southeast Quarter of the Northeast Quarter; thence S01°33'39"W 400.14 Feet along the East line of said Southeast Quarter of the Northeast Quarter to the Point of Beginning.

(the "Development Parcel");

WHEREAS, a copy of the unexecuted Real Estate Agreement is attached to the Option, attached Exhibit 1, as Exhibit A;

WHEREAS, if the Option is exercised by the City, then, under the terms of the Real Estate Agreement, the City will sell the Development Parcel to the Brashearses for the purchase price of \$45,000.00 and on the other terms and conditions set forth in the Real Estate Agreement, which include the retention by the City of 1) certain easement rights and 2) an option to purchase the Development Parcel from the Brashearses if the Brashearses do not develop the Development Parcel as a residential subdivision in accordance with the terms of the Real Estate Agreement within three years of their acquisition of the Development Parcel from the City;

WHEREAS, the Development Parcel, except for the easement to be retained by the City, is not otherwise needed by the City; and

WHEREAS, if the City exercises the Option, the City Council believes the sale and conveyance of the Development Parcel to the Brashearses would be in the best interests of the City;

WHEREAS, the City Council, by Resolution adopted January 6, 2014, proposed to sell and convey the Development Parcel to the Brashearses on the terms and conditions previously set forth in this Resolution, provided that the City first exercises the Option and acquires the Real Estate;

WHEREAS, notice of said proposed sale and hearing thereon has been made to the public by publication in the Storm Lake Times on January 10, 2014, pursuant to a directive to the Clerk contained in the January 6, 2014 Resolution;

WHEREAS, hearing on the proposed sale and conveyance has now been held as scheduled, and no objections to the said proposed sale have been made;

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City, for the consideration of \$1.00, shall enter into the Option, which is hereby approved, and the Mayor and City Clerk are authorized to sign and otherwise execute such Option on behalf of the City.

IT IS FURTHER RESOLVED that, provided that the City first exercises the Option and enters into the Real Estate Agreement, the proposed sale of the Development Parcel to the Brashearses, on the terms and conditions set out above in this Resolution, is hereby approved and the Mayor and City Clerk are authorized to execute the necessary documents to sell the Development Parcel on such terms and conditions and to convey the Development Parcel to the Brashearses on such terms and conditions

Passed and approved this 20th day of January, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Exhibit 1

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

Prepared by: Philip E. Havens, #AT0003326; 716 Lake Avenue, Storm Lake, IA 50588; (712)732-7262

Taxpayer Information: David K. Peterson and Ruth A. Peterson, as Trustees of the Peterson Family Trust, 514 Cayuga Street, Storm Lake, IA 50588; and David K. Peterson and Ruth A. Peterson, 514 Cayuga Street, Storm Lake, IA 50588

OPTION TO BUY REAL ESTATE

This Option is granted _____, 2014, by David K. Peterson and Ruth A. Peterson, as Trustees of the Peterson Family Trust (the “Trust”), and David K. Peterson and Ruth A. Peterson, husband and wife, individually (the “Petersons”) to the City of Storm Lake, Iowa, an Iowa municipal corporation (the “City”).

1. GRANT OF OPTION. In consideration of the sum of One Dollars (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Trust and the Petersons grant to the City the exclusive option to purchase Real Estate situated in Buena Vista County, Iowa, legally described as:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing 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 NE1/4 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 (NE1/4) a distance of 150.00 Feet to the place of beginning.

And

A part of the East Half (E1/2) Northeast Quarter (NE1/4) 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 (NE1/4) 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 NE1/4 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 NE1/4 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 NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres;

(the "Real Estate"). The part of the Real Estate owned by the Trust is legally described as follows:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa, thence North 00°120' 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 NE1/4 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 (NE1/4) a distance of 150.00 Feet to the place of beginning.

And

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of the NE1/4, Section 34, Township 91 North, Range 37 West of the Fifth P.M.; thence North 00°13' East along the East line of said NE1/4 a distance of 400.00 Feet to the point of beginning; thence continuing North 00°13' East along the East line of said NE1/4 a distance of 60.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot 7, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West a distance of 60.0 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 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE1/4 and to the Northeast Corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East along the South line of said NE1/4 a distance of 60.0 Feet to the Northwest corner of Lot 6, Block 2, Maywood Second Addition to the City of Storm Lake, Iowa; thence North 00°20' East a distance of 400.0 Feet; thence North 89°58' East a distance of 1,065.39 Feet to the point of beginning and containing an area of 2.308 acres.

The part of the Real Estate owned by the Petersons is legally described as follows:

A part of the East Half (E1/2) Northeast Quarter (NE1/4) 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 (NE1/4) 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 NE1/4 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 NE1/4 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 NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres, except:

Commencing at the Southeast Corner of the NE1/4 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 NE1/4 a distance of 400.0 Feet to the point of beginning; thence continuing North 00°13' East along the East line of said NE1/4 a distance of 60.0 Feet; thence South 89°48' 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 a distance of 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 NE1/4 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°58' East along the South line of said NE1/4 a distance of 60.0 Feet to the Northwest Corner of Lot Six (6), Block Two (2), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 00°20' East a distance of 400.0 Feet; thence North 89°58' East a distance of 1,065.39 Feet to the point of beginning and containing an area of 2.308 acres.

For the purposes of this description the South line of the Northeast Quarter of Section 14, Township 91 North, Range 37 West of the 5th P.M., has a bearing of S89°58' West.

2. EXPIRATION DATE. This option shall expire at 5:00 p.m. on April 1, 2014.

3. NOTICE OF EXERCISE. This option may only be exercised by the City a) mailing written notice of the exercise, together with three copies of the Real Estate Agreement (the "Agreement"), a copy of which is attached for reference as Exhibit A, each executed by the City before a notary public, by registered, certified, or ordinary United States Postal Service mail, postmarked on or before the expiration day and time specified above, to either David K. Peterson or Ruth A. Peterson, or both, at 514 Cayuga Street, Storm Lake, IA 50588, or b) personally delivering to David K. Peterson or Ruth A. Peterson such written notice of exercise, together with three copies of the Agreement, each executed by the City, before the expiration of the option. Within 14 days of the exercise of the option, the Trust and the Petersons, as Seller, and Steven Brashears and Terry Brashears, husband and wife (the "Brashearses"), also parties to the proposed Agreement, shall execute, before a notary public, each of the three copies of the Agreement tendered by the City in the exercise of the City's option. The Trust and the Petersons, together, shall retain one copy of the executed Agreement, and shall deliver one copy of the executed Agreement to the City and one copy of the executed Agreement to the

Brashearses.

4. PURCHASE PRICE AND OTHER TERMS OF SALE IF OPTION EXERCISED.

The purchase price for the Real Estate shall be \$75,000.00, as set forth in the Agreement. The monetary consideration paid for this option shall not be credited on the purchase price under the Agreement if the option is exercised. The other terms of the purchase shall be as set forth in the Agreement if the option is exercised.

5. FAILURE TO EXERCISE THE OPTION. If the City does not exercise this option, any sum paid by City to the Trust and the Petersons for the option shall be retained by the Trust and the Petersons, free of all claims by the City, its successors, or assigns, and neither the City nor the Trust and the Petersons shall have any further rights or claims against the other arising from this Option.

6. BRASHEARSE'S MADE A PARTY TO OPTION. Because the Brashearses are a party to the Agreement which will be executed if this Option is exercised, the Brashearses sign this Option only to evidence their agreement to the provision of the Option requiring them to timely and properly execute the Agreement if the Option is exercised.

7. ASSIGNMENT. This option may not be assigned or transferred by the City. This option shall bind and inure to the benefit of the successors and assigns of the City, the Trust, the Petersons, and the Brashearses.

8. RECORDING OPTION. This option may be recorded by of the City, the Trust, the Petersons, or the Brashearses in the Buena Vista County, Iowa Recorder's Office or elsewhere.

In Witness Whereof, the City, the Trustees of the Trust, the Petersons, and the Brashearses have signed this Option.

David K. Peterson

CITY OF STORM LAKE, IOWA

Ruth A. Peterson

BY: _____
Jon F. Kruse, Mayor

Steven Brashears

ATTEST:

Terry Brashears

Justin Yarosevich, City Clerk

David K. Peterson, as Trustee of the
Peterson Family Trust

Ruth A. Peterson, as Trustee of the
Peterson Family Trust

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, by David K. Peterson and Ruth A. Peterson, husband and wife.

_____, Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, by David K. Peterson and Ruth A. Peterson, as Trustees of the Peterson Family Trust.

_____, Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, by Steven Brashears and Terry Brashears, husband and wife.

_____, Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

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

_____, Notary Public

Exhibit A

REAL ESTATE AGREEMENT

Preparer Information: (name, address and phone number)

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

Taxpayer Information: (name and complete address)

For property referred to as "Three Acre Parcel," more fully described on Page 5:
City of Storm Lake, Iowa, c/o City Clerk, City Hall, P.O. Box 1086, Storm Lake, IA 50588

For property referred to as "Development Parcel," more fully described on Pages 5-6:
Steven Brashears and Terry Brashears, 510 Lakeshore Drive, Lakeside, IA 50588

Return Document To: (name and complete address)

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

Grantors of Property referred to as the Trust Parcel, more fully described on Page 3:

David K. Peterson and Ruth A. Peterson, as Trustees of the Peterson Family Trust, 514 Cayuga Street, Storm Lake, IA 50588

Grantors of Property referred to as the Peterson Parcel, more fully described on Page 4:

David K. Peterson and Ruth A. Peterson, 514 Cayuga Street, Storm Lake, IA 50588

Grantors of Property referred to as the Development Parcel, more fully described on Page 5-6:

City of Storm Lake, Iowa, c/o City Clerk, City Hall, P.O. Box 1086, Storm Lake, IA 50588

Grantee of Trust Parcel and the Peterson Parcel:

City of Storm Lake, Iowa, c/o City Clerk, City Hall, P.O. Box 1086, Storm Lake, IA 50588

Grantees of the Development Parcel:

Steven Brashears and Terry Brashears, 510 Lakeshore Drive, Lakeside, IA 50588

REAL ESTATE AGREEMENT

This is an Agreement (the "Agreement") between and among the City of Storm Lake, Iowa, an Iowa municipal corporation (the "City"), David K. Peterson and Ruth A. Peterson, as Trustees of the Peterson Family Trust (the "Trust"), David K. Peterson and Ruth A. Peterson, husband and wife (the "Petersons"), and Steven Brashears and Terry Brashears, husband and wife (the "Brashears").

Background

The Trust and the Petersons each own parts of the following described real estate situated in Buena Vista County, Iowa:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing 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 NE1/4 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 (NE1/4) a distance of 150.00 Feet to the place of beginning.

and

A part of the East Half (E1/2) Northeast Quarter (NE1/4) 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 (NE1/4) 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 NE1/4 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 NE1/4 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 NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres.

(the "Real Estate").

The part of the Real Estate owned by the Trust is legally described as follows:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa, thence North 00°12' 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 NE1/4 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 (NE1/4) a distance of 150.00 Feet to the place of beginning.

And

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of the NE1/4, Section 34, Township 91 North, Range 37 West of the Fifth P.M.; thence North 00°13' East along the East line of said NE1/4 a distance of 400.00 Feet to the point of beginning; thence continuing North 00°13' East along the East line of said NE1/4 a distance of 60.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot 7, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West a distance of 60.0 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 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE1/4 and to the Northeast Corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East along the South line of said NE1/4 a distance of 60.0 Feet to the Northwest corner of Lot 6, Block 2, Maywood Second Addition to the City of Storm Lake, Iowa; thence North 00°20' East a distance of 400.0 Feet; thence North 89°58' East a distance of 1,065.39 Feet to the point of beginning and containing an area of 2.308 acres.

(the "Trust Parcel").

The part of the Real Estate owned by the Petersons is legally described as follows:

A part of the East Half (E1/2) Northeast Quarter (NE1/4) 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 (NE1/4) 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 NE1/4 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 NE1/4 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 NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres, except:

Commencing at the Southeast Corner of the NE1/4 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 NE1/4 a distance of 400.0 Feet to the point of beginning; thence continuing North 00°13' East along the East line of said NE1/4 a distance of 60.0 Feet; thence South 89°48' 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 a distance of 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 NE1/4 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°58' East along the South line of said NE1/4 a distance of 60.0 Feet to the Northwest Corner of Lot Six (6), Block Two (2), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 00°20' East a distance of 400.0 Feet; thence North 89°58' East a distance of 1,065.39 Feet to the point of beginning and containing an area of 2.308 acres.

For the purposes of this description the South line of the Northeast Quarter of Section 14, Township 91 North, Range 37 West of the 5th P.M., has a bearing of S89°58' West.

(the "Peterson Parcel").

The Trust and the Petersons are willing to sell the Real Estate to the City for the consideration and on the terms and conditions set forth below. Among those terms and conditions is the requirement that the City sell and convey a part of the Real Estate, as described below, to the Brashearses under the terms and conditions of this Agreement. The City is willing to buy the Real Estate on the terms and conditions set forth below so that the easements provided for in Paragraph 12 below can be acquired by the City and so that the City can acquire and retain the fee simple title to three acres of the Real Estate legally described as:

That part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 91, Range 37 West of the 5th P.M., Buena Vista County, Iowa, more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of said Section 34; thence N88°37'02"W, 326.03 Feet along the South line of said Southeast Quarter of the Northeast Quarter; thence N01°22'58"E, 399.99 Feet; thence S88°38'38"E, 327.27 Feet to the East line of said Southeast Quarter of the Northeast Quarter; thence S01°33'39"W 400.14 Feet along the East line of said Southeast Quarter of the Northeast Quarter to the Point of Beginning.

(the "Three Acre Parcel") for use in the City's North Central Storm Water Project.

The Brashearses wish to buy the Real Estate less the Three Acre Parcel, legally described as:

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing 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 NE1/4 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 (NE1/4) a distance of 150.00 Feet to the place of beginning.

And

A part of the East Half (E1/2) Northeast Quarter (NE1/4) 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 (NE1/4) 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 NE1/4 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 NE1/4 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 NE1/4 a distance of 1,126.20 Feet to the point of beginning and containing an

area of 12.095 acres.

EXCEPT:

That part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 91, Range 37 West of the 5th P.M., Buena Vista County, Iowa, more particularly described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of said Section 34; thence N88°37'02"W, 326.03 Feet along the South line of said Southeast Quarter of the Northeast Quarter; thence N01°22'58"E, 399.99 Feet; thence S88°38'38"E, 327.27 Feet to the East line of said Southeast Quarter of the Northeast Quarter; thence S01°33'39"W 400.14 Feet along the East line of said Southeast Quarter of the Northeast Quarter to the Point of Beginning.

(the "Development Parcel") from the City after the City acquires title to the Real Estate from the Trust and the Petersons. The City is willing to sell the Development Parcel to the Brashearses on the terms set forth below, subject, however, to the easements described below that will be retained by the City and subject further to the condition that the Brashearses develop the Development Parcel as set forth below. The Brashearses are willing to acquire the Development Parcel from the City subject to the easements to be retained by the City and subject to the conditions set forth below. The City wishes to have, and the Brashearses are willing to grant to City, the option to buy the Development Parcel from the Brashearses if the Brashearses fail to develop the Development Parcel in accordance with the provisions of this Agreement.

Terms of Agreement

In consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the City, the Trust, the Petersons and the Brashearses agree as follows:

1. SALE AND PURCHASE OF REAL ESTATE. Under the terms and conditions set forth below, the Trust and the Petersons sell and the City purchases the Real Estate with any easements and appurtenant servient estates, but subject to zoning and other ordinances, covenants of record, and easements of record.

2. CITY'S PURCHASE PRICE OF REAL ESTATE. The total purchase price for the Real Estate is Seventy-Five Thousand and 00/100ths Dollars (\$75,000.00), of which no part has been paid. City shall pay the full purchase price for the Real Estate to the Trust and the Petersons at City Hall, Storm Lake, Iowa at closing upon delivery by the Trust and the Petersons of the warranty deeds for the Real Estate to the City, which deeds are acceptable to the City and comply with the provisions of Paragraph 10 below. The net sale proceeds from the total purchase price shall be allocated between, and distributed to, the Trust and the Petersons as directed by the Petersons.

3. **INTEREST.** The City shall pay interest at the rate of 3% per annum on any delinquent amounts and any sum reasonably advanced by the Trust and the Petersons to protect their interest in the Agreement, computed from the date of the delinquency or the advance.

4. **REAL ESTATE TAXES.** The Trust and the Petersons shall pay all real estate taxes on the Real Estate delinquent if not paid April 1, 2014, and October 1, 2014, and any unpaid real estate taxes payable in prior years. City shall pay all subsequent real estate taxes on the Real Estate; provided, however, that Brashearses shall pay the subsequent real estate taxes on the Development Parcel if the Brashearses acquire the Development Parcel from the City, as provided below. The real estate taxes to be paid by the Trust and the Petersons shall be borne by the Trust and the Petersons as the Petersons shall direct.

5. **SPECIAL ASSESSMENTS.** The Trust and the Petersons shall pay all special assessments which are a lien on the Real Estate as of the date of this Agreement. All other special assessments shall be paid by the City; provided, however, that all other special assessments on the Development Parcel shall be paid by the Brashearses if the Brashearses acquire the Development Parcel from the City, as provided below. The special assessments to be paid by the Trust and the Petersons shall be borne by the Trust and the Petersons as the Petersons shall direct.

6. **POSSESSION AND CLOSING.** The Trust and the Petersons shall give the City possession of the Real Estate on May 1, 2014, provided the City is not in default under this Agreement. Closing of the transaction between the Trust and the Petersons and the City shall be on May 1, 2014.

7. **INSURANCE.** The Trust and the Petersons shall maintain existing insurance upon the Real Estate until the date of possession. The City shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements.

8. **ABSTRACT AND TITLE.** The Trust and the Petersons shall promptly deliver to the City any abstracts of title for the Real Estate that do not include other land the Trust and the Petersons are not selling to the City and that are already in their possession. The abstract or abstracts shall become the property of the City when the purchase price is paid in full. The City, at its expense, shall promptly obtain an abstract of title to the Development Parcel and a separate abstract of title to the Three Acre Parcel, both continued through the date of this Agreement. The City may continue any or all of the abstracts delivered to the City by the Petersons and use such abstract or abstracts as either the abstract for the Development Parcel or the abstract for the Three Acre Parcel. After the City has examined the continued abstract for the Development Parcel, the City shall deliver it to the Brashearses for examination. The abstract for the Development Parcel shall show merchantable title to that part of the Development Parcel owned by the Petersons in the Petersons and merchantable title to that part of the Development Parcel owned by the Trust in the Trust in conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract for the Three Acre Parcel shall show merchantable title to the Three Acre Parcel in the Petersons in conformity with this contract,

Iowa law and the Title Standards of the Iowa State Bar Association. The City shall pay the costs of any additional abstracting and title work due to any act or omission of the Trust or Peterson, including transfers by or the death of the Trust or the Petersons, or their assignees.

9. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale.

10. DEEDS. Upon payment of purchase price, the Trust shall convey the Trust Parcel to the City or its assignee, by Trustee warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of the Trust continuing up to time of delivery of the deed. Upon payment of purchase price, the Petersons shall convey the Peterson Parcel to the City or its assignee, by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of the Peterson continuing up to time of delivery of the deed.

11. SALE OF DEVELOPMENT PARCEL. If City acquires fee simple title to the Real Estate, the City shall sell and the Brashearses shall purchase the Development Parcel with any easements and appurtenant servient estates, but subject to zoning and other ordinances, covenants of record, easements of record, the restrictions contained below, and the easement to be retained by City, which retained easement and easement rights-of-way are described in Paragraph 12 below.

12. EASEMENT RETAINED BY CITY. If City acquires fee simple title to the Real Estate, the City shall perpetually retain an easement and easement rights-of-way legally described as follows:

A part of the E1/2 of the NE1/4 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 N01°59'07"E, 20.00 Feet along the East line of said Lot 8; thence S88°37'05"E, 150.00 Feet; thence S01°58'33"W, 20.00 Feet to the South line of said E1/2 of the NE1/4 and to the Northeast Corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence N88°37'05"W, 150.00 Feet along the South line of said E1/2 of the NE1/4 to the point of beginning.

AND

A part of the E1/2 of the NE1/4 of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of the NE1/4, Section 34, Township 91 North, Range 37 West of the Fifth P.M.; thence N01°33'39"E, 400.14 Feet along the East line of said NE1/4 to the point of beginning; thence continuing N01°33'39"E, 59.72 Feet along the East line of said NE3; thence N88°37'55"W, 1,274.67 Feet to the Southeast Corner of Lot 7, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence S01°46'02"W, 59.99 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence S88°38'38"E, 1,274.88 Feet to the point of beginning.

pursuant to which easement and easement rights-of-way the City and each public utility entity to which the City has granted or may in the future grant the right to share all or a portion of the easement rights-of-way shall have the perpetual right to survey, patrol, construct, install, erect, inspect, repair, operate and maintain any and all public utility improvements and all appurtenances thereto, over, under, across, through and upon the easement rights-of-way, and the perpetual right to grade the land within the rights-of-way for drainage of such land, drainage of other land, or both, or to grade such land as necessitated or desired by the City or other entity, as the case may be, because of construction of drainage structures and facilities on such land or other land, together with the right to use and operate the easement improvements as the City or entity, as the case may be, deems necessary, including the right to remove any such installations and appurtenances at any time it deems appropriate. This grant of easement rights includes all public utilities, including but not limited to water lines, sanitary and storm sewer lines, surface and subsurface storm water drainage facilities, sub-drain and footing drain collectors, gas, electric and telephone lines, electronic communication lines and any other form of utility whatsoever, whether owned by the City or one or more public or private utility entities to which the City has granted or may in the future grant the right to share all or a portion of the easement rights-of-way.

13. BRASHEARSES' PURCHASE PRICE OF DEVELOPMENT PARCEL. The total purchase price for the Development Parcel is Forty-Five Thousand and 00/100ths Dollars (\$45,000.00), of which no part has been paid. Brashearses shall pay the full purchase price for the Development Parcel to the City at City Hall, Storm Lake, Iowa at closing upon delivery by the City of a warranty deed for the Development Parcel to the Brashearses.

14. INTEREST. The Brashearses shall pay interest to the City at the rate of 3% per annum on any delinquent amounts and any sum reasonably advanced by the City to protect its interest in the Agreement, computed from the date of the delinquency or the advance.

15. REAL ESTATE TAXES. The City shall pay all real estate taxes on the Development Parcel, to the extent not already paid by the Trust and the Petersons as required above, which taxes are delinquent if not paid April 1, 2014, and October 1, 2014, and any unpaid real estate taxes payable in prior years. Brashearses shall pay all subsequent real estate taxes on the Development Parcel.

16. SPECIAL ASSESSMENTS. The City shall pay all special assessments on the Development Parcel, to the extent not already paid by the Trust and the Petersons as required above, which assessments are a lien on the Development Parcel as of the date of this Agreement. All other special assessments shall be paid by the Brashearses.

17. POSSESSION AND CLOSING. The City shall give the Brashearses possession of the Development Parcel on May 1, 2014, provided the Brashearses are not in default under this Agreement. Closing of the transaction between the City and the Brashearses shall be on May 1, 2014, immediately following the closing of the transaction between the Trust and the Petersons and the City, as provided above.

18. ABSTRACT AND TITLE. The abstract of title for the Development Parcel shall become the property of the Brashearses when the Brashearses have paid the purchase price in full. The City shall not be obligated to have the abstract for the Development Parcel continued for examination by the Brashearses to show the City's acquisition of the Development Parcel from the Petersons and the Trust or to show any liens that might have attached upon the City's acquisition of the Development Parcel.

19. FIXTURES. All property that integrally belongs to or is part of the Development Parcel, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Development Parcel and included in the sale.

20. DEEDS. Upon Brashearses' payment of the purchase price to the City, the City shall convey the Development Parcel to the Brashearses or its assignee, by warranty deed, free and clear of all liens, restrictions, and encumbrances, except as provided in this Agreement, but subject to the retained Easement described in Paragraph 12 above. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of the City continuing up to time of delivery of the deed.

21. DEVELOPMENT BY BRASHEARSEES REQUIRED. Within three years of the conveyance of the Development Parcel from the City to the Brashearses, the Brashearses, their successors, and assigns 1) must have subdivided the Development Parcel for development as a single-family residential development in accordance with all laws, regulations, and ordinances; 2) must have available for sale three residential lots for single-family dwellings, and 3) must have completed construction of all improvements required by law, regulations, and ordinances, including, without limitation, streets, water lines, sewer lines, and storm sewers, in accordance with all laws, regulations, ordinances, and any development agreement that may exist between the Brashearses and the City, which improvements will serve those three residential lots.

22. CONDITIONAL OPTION TO BUY DEVELOPMENT PARCEL. If, within three years, 60 days of the conveyance of the Development Parcel from the City to the

Brashearses, the City files for record with the Buena Vista County, Iowa Recorder, an affidavit of the City Manager or Assistant City Manager of the City substantially reciting that the Brashearses failed to complete the requirements of numbered paragraph 21 above within three years of the conveyance of the Development Parcel from the City to the Brashearses, the City shall have an option to purchase the Development Parcel at a price equal to the fair market value of the Development Parcel as determined in this Paragraph. The City shall give notice to the Brashearses of the filing of such affidavit and the date of the filing. Within 30 days of the date of the filing of the affidavit, the parties may agree in writing upon the fair market value of the Development Parcel for the purpose of determining the option price. If the parties do not reach a written agreement as to the fair market value within that thirty-day period, the City, at the City's expense, shall, in its sole discretion, select and hire a qualified real estate appraiser who shall appraise the Development Parcel within sixty days of the filing of the affidavit and determine its fair market value. The appraiser shall furnish a copy of the written appraisal of fair market value to the City and Brashearses. The fair market value as determined in this Paragraph shall be the purchase price of the Development Parcel under the Option. If the City elects to exercise its option, it shall exercise the option by giving notice in writing to the Brashearses of its exercise of the option and shall tender to Brashearses with such notice a written contract on a standard Iowa State Bar Association Real Estate Contract Short Form, executed by the City, for the sale of the Development Parcel by the Brashearses to the City, together with a down payment of ten percent of the purchase price. The written contract shall include provisions for 1) the sale from Brashearses to City at the purchase price as determined in this paragraph; 2) proration of real estate taxes to the date of possession by the City; 3) possession and closing to be on a date not later than sixty days from the date on which the written notice of the City's exercise the option is signed; 4) conveyance from the Brashearses to the City by warranty deed; 5) furnishing of an abstract of title by Brashearses continued to the date of the Contract showing merchantable title in Brashearses; and 6) payment by City of the balance of the purchase price at closing in return for the warranty deed to be provided by Brashearses to City. The Brashearses shall execute and return the contract within five business days from the date on which the City tenders the contract to the Brashearses. The City's option to purchase the Development Parcel shall lapse if not exercised within one hundred eighty days from the date on which the City files for record with the Buena Vista County, Iowa Recorder the affidavit described above in this paragraph or if the City files for record with the Buena Vista County, Iowa Recorder a Declination to Exercise Option in which the City declines to exercise the Option. Any reference herein to the Brashearses shall include the Brashearses, their successors, and assigns.

23. SUCCESSORS AND ASSIGNS. This agreement shall bind and inure to the benefit of the parties' successors in interest and assigns.

24. COUNCIL APPROVAL. This agreement is subject to, and conditioned upon, the approval of the City Council of the City. If not so approved, this Agreement shall be void.

25. REMEDIES OF THE PARTIES.

a. The parties are entitled to utilize any and all remedies or actions at law or in equity

available to them.

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

26. JOINDER BY SELLER'S SPOUSE. The spouse of any party selling any real property under this Agreement, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

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

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

29. RELEASE OF RIGHTS. Each of the parties selling real property under this agreement hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

30. CERTIFICATION. The parties each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in any transaction under this Agreement, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

31. NOTICES. When written notices, option-related documents, or the down payment on the purchase price paid pursuant to the exercise of the option described in Paragraph 22 above are required by this Agreement to be given or tendered, they shall be either a) mailed through the United States Postal Service by certified mail, return receipt requested, to the intended recipient at the recipient's address shown below or, if such recipient has provided to the party mailing the notice or other documents a different address in writing, then to the recipient at such different address; or b) hand-delivered in person to the intended recipient. Mailed documents and notice shall be deemed given and received upon actual receipt by the recipient but not later than two days after the mailing is deposited in the United States Postal Service mail, with proper postage affixed. Documents and notices that are hand-delivered in person to the intended recipient shall be deemed given and received upon actual receipt by the recipient. One notice or other document given to two persons who are spouses of one another at the time the notice or other document is given, whether such persons are to receive the notice or document in their individual

capacity or in a fiduciary or representative capacity, shall be deemed sufficient notice to both such persons. The mailing addresses of the parties are as follows:

David K. Peterson
Ruth A. Peterson
514 Cayuga Street
Storm Lake, IA 50588

David K. Peterson
Ruth A. Peterson
Trustees of the Peterson Family Trust
514 Cayuga Street
Storm Lake, IA 50588

Steven Brashears
Terry Brashears
510 Lakeshore Drive
Lakeside, IA 50588

City of Storm Lake, Iowa
c/o City Clerk
City Hall
P.O. Box 1086
Storm Lake, IA 50588

David K. Peterson

CITY OF STORM LAKE, IOWA

Ruth A. Peterson

BY: _____
Jon F. Kruse, Mayor

Steven Brashears

ATTEST:

Terry Brashears

Justin Yarosevich, City Clerk

David K. Peterson, as Trustee of the
Peterson Family Trust

Ruth A. Peterson, as Trustee of the
Peterson Family Trust

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, by David K. Peterson and Ruth A. Peterson, husband and wife.

_____, Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, by David K. Peterson and Ruth A. Peterson, as Trustees of the Peterson Family Trust.

_____, Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, by Steven Brashears and Terry Brashears, husband and wife.

_____, Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

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

_____, Notary Public

Staff Summary

1/20/2014

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Set Public Hearing For Plans & Specifications For The West 5th Street Overlay Project**

BACKGROUND: The West 5th Street overlay project is scheduled for a bid letting on February 18, 2014 through the Iowa Department of Transportation.

The overlay project will consist of a 3" nominal asphalt overlay from Vista Drive to Lake Avenue. There will be some storm sewer repairs along with new ADA compliant sidewalks at all intersections.

The City Clerk has the plans and specs on file at this time.

This agenda item will set the Public Hearing for the 5th Street Project for Monday, February 3, 2014 at 5:00pm in the City Council Chambers. Additionally, if approved the motion will direct the City Clerk to publish notice of the hearing as required by Iowa law.

FISCAL IMPACT: Total cost of this project is estimated at \$993,909 plus engineering, construction observation, and testing which is under contract for \$157,000.99. Additional cost for land and easement acquisition and administrative costs of \$455.00. All of these costs makes the project a total cost of \$1,151,364.99.

The City of Storm Lake has received federal funding for this project in the amount of \$246,000.00. The remaining funding will be from a combination of road use tax and local option sales tax funding set aside in the current fiscal year budget and previous budgets.

RECOMMENDATION: Set the Public Hearing

ATTACHMENTS:

Description	Type
 Cost Break Down for 5th Street	Backup Material

OPINION OF PROBABLE CONSTRUCTION COST
 2014 STREET IMPROVEMENT PROJECT
 HMA RESURFACING WITH MILLING
 WEST FIFTH STREET RECONSTRUCTION
 STP-U-7422(613)--70-11
 STORM LAKE, IOWA

ESTIMATED PROJECT QUANTITIES							ESTIMATED COSTS			
ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	DIVISION I	DIVISION II	TOTALS	UNIT PRICE	DIVISION I	DIVISION II	TOTAL PROJECT
1	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	466.0		466.0	\$12.00	\$5,592.00	\$0.00	\$5,592.00
2	2212-0475095	CLEANING AND PREPARATION OF BASE	MI	1.202		1.202	\$20,000.00	\$24,040.00	\$0.00	\$24,040.00
3	2212-5070310	PATCH, FULL DEPTH REPAIR	SY	177.0		177.0	\$110.00	\$19,470.00	\$0.00	\$19,470.00
4	2212-5070330	PATCH, BY COUNT (REPAIR)	EA	22		22	\$125.00	\$2,750.00	\$0.00	\$2,750.00
5	2214-5145150	PAVEMENT SCARIFICATION	SY	27,951.9		27,951.9	\$2.50	\$69,879.75	\$0.00	\$69,879.75
6	2303-0023500	HOT MIX ASPHALT, (300K ESAL), INTERMEDIATE OR SURFACE, 1/2" MIX, NO FRICTION	TN	5,015.6		5,015.6	\$65.00	\$326,014.00	\$0.00	\$326,014.00
7	2303-0246422	ASPHALT BINDER, PG 64-22	TN	300.9		300.9	\$550.00	\$165,495.00	\$0.00	\$165,495.00
8	2303-6911000	HMA PAVEMENT SAMPLE	LS	1		1	\$12,500.00	\$12,500.00	\$0.00	\$12,500.00
9	2303-7000610	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE LABORATORY VOIDS	EA	2400		2,400	\$1.00	\$2,400.00	\$0.00	\$2,400.00
10	2303-7000620	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE FIELD VOIDS	EA	2400		2,400	\$1.00	\$2,400.00	\$0.00	\$2,400.00
11	2435-0130348	MANHOLE, SANITARY SEWER, SW-303, 48"	EA	2		2	\$5,000.00	\$10,000.00	\$0.00	\$10,000.00
12	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48"	EA	1		1	\$4,500.00	\$4,500.00	\$0.00	\$4,500.00
13	2435-0250100	INTAKE, SW-501	EA	4		4	\$3,500.00	\$14,000.00	\$0.00	\$14,000.00
14	2435-0254100	INTAKE, SW-541	EA	1		1	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
15	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EA	9		9	\$1,500.00	\$13,500.00	\$0.00	\$13,500.00
16	2435-0600110	INTAKE ADJUSTMENT, MINOR	EA	2		2	\$1,250.00	\$2,500.00	\$0.00	\$2,500.00
17	2435-0700020	CONNECTION TO EXISTING INTAKE	EA	1		1	\$750.00	\$750.00	\$0.00	\$750.00
18	2503-0114212	STORM SEWER, GRAVITY MAIN, TRENCHED, RCP, 2000D, 12"	LF	76.0		76.0	\$45.00	\$3,420.00	\$0.00	\$3,420.00
19	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EA	6		6	\$500.00	\$3,000.00	\$0.00	\$3,000.00
20	2511-6745900	REMOVAL OF SIDEWALK	SY	1,145.3		1,145.3	\$7.00	\$8,017.10	\$0.00	\$8,017.10
21	2511-7526004	SIDEWALK, P C CONCRETE, 4"	SY	593.7		593.7	\$40.00	\$23,748.00	\$0.00	\$23,748.00
22	2511-7526006	SIDEWALK, P C CONCRETE, 6"	SY	502.4		502.4	\$45.00	\$22,608.00	\$0.00	\$22,608.00
23	2511-7528101	DETECTABLE WARNINGS	SF	871.0		871.0	\$48.00	\$41,808.00	\$0.00	\$41,808.00
24	2518-6910000	SAFETY CLOSURE	EA	32.0		32	\$300.00	\$9,600.00	\$0.00	\$9,600.00
25	2527-9263124	PERMANENT TAPE MARKINGS, PREFORMED POLYMER MARKING MATERIAL	STA	12.717		12.717	\$350.00	\$4,450.95	\$0.00	\$4,450.95
26	2528-8445110	TRAFFIC CONTROL	LS	0.95	0.05	1.00	\$37,500.00	\$35,625.00	\$1,875.00	\$37,500.00
27	2528-8445110	FLAGGERS	EA				\$335.00	\$0.00	\$0.00	\$0.00
28	2529-5070110	PATCH, FULL DEPTH FINISH, BY AREA	SY	514.8		514.8	\$95.00	\$48,906.00	\$0.00	\$48,906.00
29	2529-5070120	PATCH, FULL DEPTH FINISH, BY COUNT	EA	95		95	\$125.00	\$11,875.00	\$0.00	\$11,875.00
30	2533-4980005	MOBILIZATION	LS	0.95	0.05	1.00	\$45,000.00	\$42,750.00	\$2,250.00	\$45,000.00
31	2555-0000010	DELIVER AND STOCKPILE SALVAGED MATERIALS	LS		1	1	\$40,000.00	\$0.00	\$40,000.00	\$40,000.00
32	2601-2634100	MULCHING	AC	1.1		1.1	\$800.00	\$880.00	\$0.00	\$880.00
33	2601-2636044	SEEDING AND FERTILIZING (URBAN)	AC	1.1		1.1	\$3,800.00	\$4,180.00	\$0.00	\$4,180.00
34	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 "	LF	1,750.0		1,750.0	\$3.00	\$5,250.00	\$0.00	\$5,250.00
35	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	1,750.0		1,750.0	\$0.50	\$875.00	\$0.00	\$875.00
36	2602-0100010	MOBILIZATIONS, EROSION CONTROL	EA	4		4	\$500.00	\$2,000.00	\$0.00	\$2,000.00
37	2602-0100020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EA	1		1	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
		DIVISION I - PARTICIPATING								
		DIVISION II - NON PARTICIPATING								
TOTALS							\$949,784	\$44,125	\$993,909	

Staff Summary

1/20/2014

Agenda Item # 6.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion To Award Bid For Administrative & Technical Services For CDBG Housing Grant**

BACKGROUND: Previously the City Council authorized the application to the Iowa Economic Development Authority for a 2014 Housing Rehabilitation Grant through their CDBG Program. IEDA prefers that the City is ready to begin the project immediately upon notice of award, and as a sign of that readiness, they look to the City to be ready to execute a contract for Technical Services (inspections and testing) and administrative services for the grant.

To help put the City in the best position to move forward, staff prepared and sent out letters requesting proposals for the two components of work (Technical Services & Administrative Services) to three regional organizations that have done this type of work. From that solicitation we only received one proposal back for each type of work, that proposal was from Simmering and Cory.

The City has worked with Simmering and Cory before on similar projects and has found their work to be complete and timely and would recommend the award of the two bids to Simmering and Cory.

FISCAL IMPACT: There is no cost to this agenda item as the actual contracts will not be signed or approved until we have a determination of award from the IEDA. If we are not awarded we would not have any cost outlay.

In the event that we are fortunate to receive an award the costs that have been proposed for these services by Simmering and Cory would be as follows:

- Administrative Services \$17,500
- Technical Services \$3,100.00 per house plus \$1,400 per home for lead-base paint testing and reduction costs

Our grant request was for 12 homes which would have a technical

services contract of \$54,000.

RECOMMENDATION:

Award the Bid to Simmering and Cory and direct staff to work with Simmering and Cory on Contracts to be brought back to the Council at a future meeting pending grant award.

ATTACHMENTS:

Description		Type
	Technical Assistance Proposal	Contract
	Administration Services Proposal	Contract

Simmering-Cory, Inc.

P.O. Box 141
Clear Lake, Iowa 50428
Phone: (641) 357-7554
Fax: (641) 357-7561

December 19, 2013

Justin Yarosevich
City of Storm Lake
PO Box 1086
Storm Lake IA 50588-1086

SCANNED
12/27/13

Re: Request for Technical Administrative Services Proposal

Dear Mr. Yarosevich:

We are pleased to present our proposal for CDBG housing rehabilitation technical services. Please find enclosed a brief resume outlining our background and CDBG program experience. A list of CDBG project references is also included.

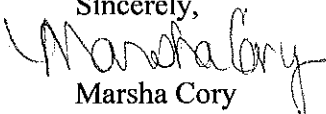
Our Technical Services Staff includes our project manager Melanie Mitchell, who has been running housing rehabilitation grants for Simmering-Cory for over 25 years. Our project inspector, Al Hinrickson, is certified by the Department of Public Safety in Lead Risk Assessor Inspections/Testing, as well as instructor for Contractors' Renovator Lead-Safe Work Practices trainings.

We have also enclosed a list entitled, "Major Components of CDBG Housing Administration." This list summarizes some of the specific services we provide. Please note that the last item listed includes "any additional administrative function that may be required or requested by the State." What we are offering is a comprehensive package to ensure that your program administration runs smoothly from grant award through program close-out.

Technical Services – The amount of grant funds budgeted for Technical Services will be \$3,100.00 per house. The amount of grant funds budgeted for lead-base paint reduction "carrying cost" will be \$1,400.00 per house. These administrative expenses go toward working with eligible applicants in the program, verifying incomes, writing up project specifications on each house, inspecting homes during construction, and all the administration services related to lead-base paint reduction. These expenses are an allowable grant cost and are included in your rehabilitation budget along with actual construction costs. Our fee for services would not exceed the amounts budgeted.

We appreciate your consideration of our proposal for technical administration services.

Sincerely,



Marsha Cory
Owner
Enclosures

MAJOR COMPONENTS OF CDBG HOUSING PROJECT ADMINISTRATION

Day to day technical assistance and program management from grant award through project completion and close-out . . . which includes the following items:

- Negotiation of State contract and program schedule; amendments and addendums.
- Compliance with the National Environmental Policy Act and other applicable environmental laws and regulations.
- Completion of forms and preparation of publications required for Release of Funds.
- Preparation of resolutions for procurement and code of conduct.
- Technical assistance for compliance in competitive negotiation for goods and services.
- Submission of all required monthly financial reports and quarterly grantee performance summaries.
- Preparation of Residential Anti-Displacement and Relocation Assistance Plan.
- Compliance with Fair Housing, Equal Opportunity, and Excessive Force requirements.
- Ongoing assistance in establishing and maintaining an overall recordkeeping system in compliance with federal and state requirements.
- Attendance at workshops, conferences, and State monitoring visits.
- Compliance with the Uniform Acquisition/Relocation Act for housing and land acquisition and relocation.
- Evaluate applications from interested property owners and process required verifications.
- Conduct inspections to prepare and furnish to prospective contractors the required bidding documents necessary for bidding on housing units; including instructions to bidders, project specifications, specification manuals, and statements of contractors' qualifications.
- Organize and conduct open houses and bid lettings with prospective contractors.
- Evaluate bids received, obtain contractor clearance, award contracts to successful bidders, prepare and furnish rehab contracts and all paperwork required for project completion.

- Conduct preconstruction conferences with homeowners and successful contractors.
- Provide inspection services during construction of the improvements to verify and approve completed work items.
- Review and verify contractors' requests for payment and recommend payment of requests as well as final acceptance of completed work items.
- Provide all documents and contract language necessary to ensure compliance with both state and federal regulations for administrative and construction contracts.
- Compliance with minority participation requirements and contractor clearance.
- Preparation of final reports and correspondence relating to close-out procedures and audit requirements.
- Any additional administrative functions as may be requested or required by the State.

Simmering-Cory, Inc.

P.O. Box 141
Clear Lake, Iowa 50428
Phone: (641) 357-7554
Fax: (641) 357-7561

SCANNED

12/27/13

December 19, 2013

Justin Yarosevich
City of Storm Lake
PO Box 1086
Storm Lake IA 50588-1086

Re: Request for General Administration Proposal

Dear Mr. Yarosevich:

Thank you for the opportunity to submit our proposal for CDBG administrative services.

Simmering-Cory has written and administered nearly 5400 Community Development Block Grants, which total over 140 million dollars. These projects involve a variety of infrastructure, community facility, and housing related improvements. Our Housing Director, Melanie Mitchell, has over 30 years of experience working with Federal/State Funded Housing Programs with over 25 years of that exclusive with the Housing Rehabilitation Program.

This experience has led to extensive knowledge of the program as well as a proven track record. Please find enclosed a brief resume outlining our background and CDBG program experience. The following is a list of CDBG project references (Cities) that we have worked with over the last six funding cycles with the Owner-Occupied Housing Rehabilitation activity:

<u>City</u>	<u>Year</u>	<u>City</u>	<u>Year</u>
Conrad	2008	West Bend	2010
Hampton	2008	DeSoto	2011
Roland	2008	Gowrie	2011
Boone	2009	Monroe	2011
Colfax	2009	Cherokee	2012
Cresco	2009	Hampton	2012
Hartley	2009	Ogden	2012
Sanborn	2009	Story City	2012
Walnut	2009	Fonda	2013
Emmetsburg	2010		

**Justin Yarosevich
City of Storm Lake
December 19, 2013**

Page 2 -

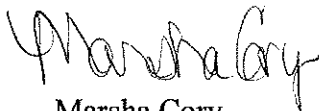
We encourage you to check references with previous clients and the Iowa Economic Development Authority (CDBG Program Staff), regarding our reputation and experience.

I have also enclosed a list entitled, "Major Components of CDBG Housing Administration." This list summarizes some of the specific services we provide. Please note that the last item listed includes "any additional administrative function that may be required or requested by the State." What we are offering is a comprehensive package to ensure that your program administration runs smoothly from grant award through program close-out.

Our fee for Administration, all of which is covered by the grant, would be \$17,500.

We appreciate your consideration of our proposal for administrative services.

Sincerely,

A handwritten signature in black ink, appearing to read "Marsha Cory". The signature is fluid and cursive, with the first name "Marsha" being more prominent than the last name "Cory".

**Marsha Cory
Owner**

Enclosures

Staff Summary

1/20/2014

Agenda Item # 7.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Setting Public Hearing On Plans, Specifications, & Form Of Contract Airport Runway 13/31 Rehabilitation Project**

BACKGROUND: The Airport Commission is moving forward with a project that will rehabilitate Runway 13/31 the secondary runway at the airport. The rehabilitation will include crack sealing and panel replacement for panels that have displacement and holes that have formed over time.

The Commission reviewed the final plans and specifications at their January 13, 2014 meeting and provide the Council with a recommendation on the approval of those plans and specifications. Prior to official action by the Council they must hold a Public Hearing in which they provide the required notice to the public.

This agenda item will set a Public Hearing for 5:00PM on Monday, February 3, 2014 at the next regular City Council meeting. Following approval of this motion the City Clerk will also cause to be published the official notice as required by Iowa Law.

FISCAL IMPACT: The fiscal impact for this agenda is the cost of the publication of the notice which is estimated to be between \$50 and \$100.

RECOMMENDATION: Set Public Hearing for February 3, 2014 at 5:00PM

Staff Summary

1/20/2014

Agenda Item # 8.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Approval Of Amendment To Water Tower Lease Agreement With Evertek**

BACKGROUND: The City of Storm Lake and Evertek signed an agreement back in 2009 that allowed Evertek to utilize the City's three water tower to place internet and cellular telephone antennas on the towers in exchange for City's use of the antennas for connectivity of the City's mobile device network.

While that agreement included use of all three towers, Evertek originally only installed on the downtown water tower. Then about two years ago Evertek installed a couple of antennas on the west water tower after notification and consultation with city staff. Now they are notifying the City of the need to install antennas on the east water tower.

While the agreement allows Evertek to do this install without any further agreement or amendment, both parties would like to document the changes to the three towers through an amendment to the agreement which is attached to this staff summary.

FISCAL IMPACT: The fiscal impact to this amendment is the cost of legal fees to review the proposed amendment and staff time to prepare for council action.

Evertek's upgrades that are part of the updates to the tower installs will benefit the City's part of the agreement by improving our mobile device connectivity with our servers. Work on the towers will begin in the next couple of months and Evertek will be required to obtain building permits for their work.

RECOMMENDATION: Approve Motion

ATTACHMENTS:

Description	Type
 Amendment to Water Tower Lease	Lease

Site: 144-0012 Storm Lake WT & 144-0018 Storm Lake East

FIRST AMENDMENT TO WATER TOWER LEASE WITH OPTION

THIS FIRST AMENDMENT TO WATER TOWER LEASE WITH OPTION, (this "Amendment") is effective upon the execution hereof, ("Effective Date"), between CITY OF STORM LAKE, ("Landlord") and EVERTEK, INC., ("Tenant"). Landlord and Tenant hereby agree to amend the Water Tower Lease with Option, dated September 21, 2009 by and between Landlord and Tenant (the "Lease") as follows:

1. **Exhibit B.** Exhibit B of the Lease is deleted in its entirety and replaced by Revised Exhibit B as attached hereto.
2. **Miscellaneous.** Except as expressly modified hereby, the terms and provisions of the Lease shall remain in full force and effect. Each of the parties represents and warrants that it has the right, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

EXECUTED as of this 15 day of Jan, 20 14

LANDLORD: City of Storm Lake

By: _____,
_____, Mayor

TENANT: Evertex, Inc.

By: 
Roxanne White, General Manager

ACKNOWLEDGMENT

STATE OF IOWA)
)
COUNTY OF _____) ss:

On this ____ day of _____, 20____, before me, a Notary Public, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the MAYOR of the City of Storm Lake, the municipal corporation executing the foregoing instrument, that no seal has been procured by the company; that the instrument was signed on behalf of the municipal corporation's City Council; and that as such officer acknowledged execution of the instrument to be the voluntary act and deed of the municipal corporation, by it and by him/her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the
State of Iowa
My commission expires: _____

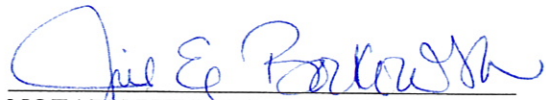
ACKNOWLEDGMENT

STATE OF IOWA)
)
COUNTY OF _____) ss:

On this 15 day of Jan, 2014, before me personally appeared ROXANNE WHITE, to me personally known, who being by me duly sworn, did say that she is the GENERAL MANAGER of EVERTEK, INC., executing the foregoing instrument, that no seal has been procured by the company; that the instrument was signed on behalf of the company as by authority of the Company's Board of Directors; and that as such officer acknowledged execution of the instrument to be the voluntary act and deed of the company by it and by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.




NOTARY PUBLIC in and for the
State of Iowa
My commission expires: 8-6-16

REVISED EXHIBIT B

Premise Location Within the Property West Lakes Estates Water Tower

To the Water Tower Lease with Option dated on the 21st day of September, 2009 amended the 15 day of January, 20 14 between City of Storm Lake, as Landlord, and Evertek, Inc., as Tenant.

The location of the Premises (including easements) with the Property is more particularly described or depicted as follows:

Motorola WiMax, frequency 2.5Ghz
Azimuth = 32 degrees mounted to handrail
3ft 120 degree sector antenna

Microwave backhaul antenna, frequency 5.8Ghz
Azimuth = 61 degrees mounted to handrail
2ft. antenna

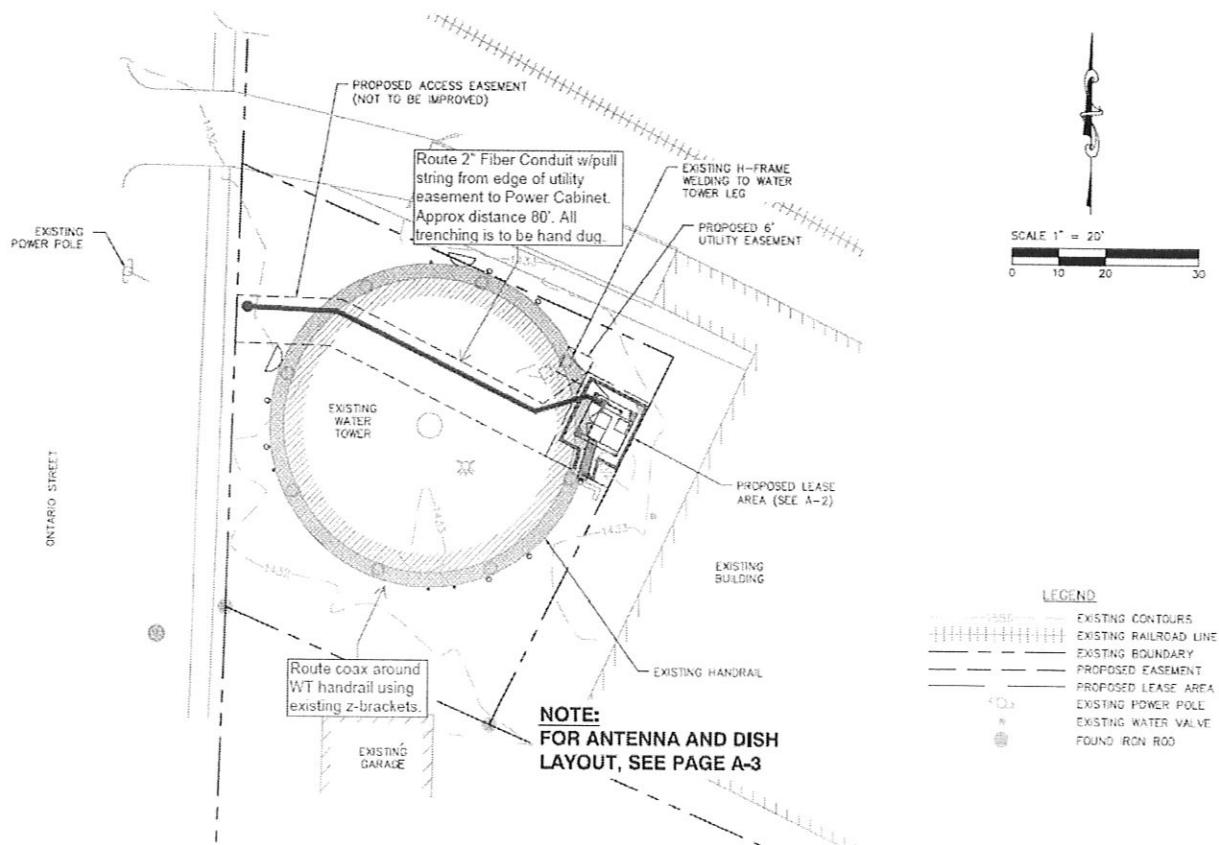
Hoffman enclosure 30''T*24''W*20'' D
Located in the bottom of the water tower inside the base.

REVISED EXHIBIT B

Premise Location Within the Property Downtown Water Tower – Page 1 of 3

To the Water Tower Lease with Option dated on the 21st day of September, 2009 amended the 15 day of January, 2014 between City of Storm Lake, as Landlord, and Evertek, Inc., as Tenant.

The location of the Premises (including easements) with the Property is more particularly described or depicted as follows:

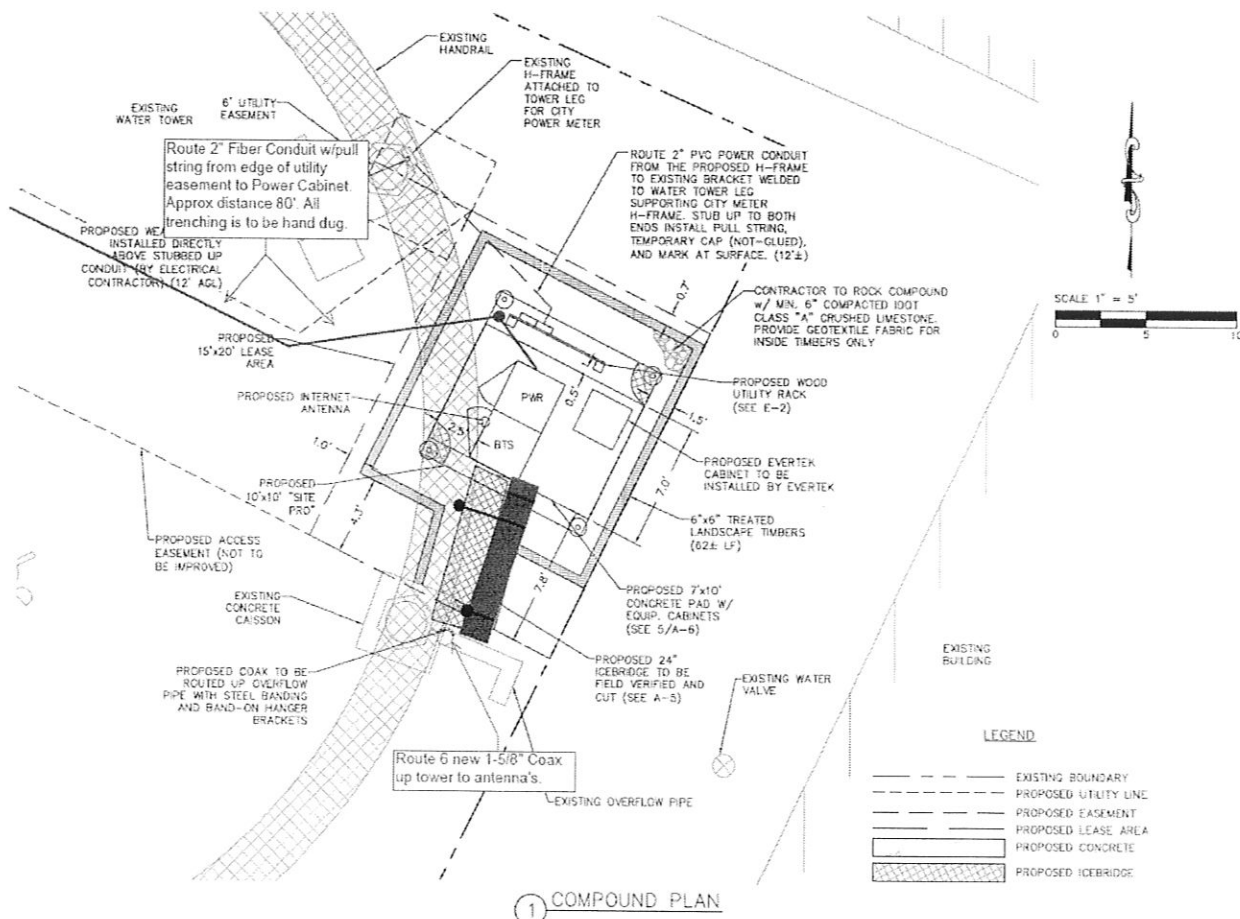


REVISED EXHIBIT B

Premise Location Within the Property Downtown Water Tower – Page 2 of 3

To the Water Tower Lease with Option dated on the 21st day of September, 2009 amended the 15 day of January, 2014 between City of Storm Lake, as Landlord, and Evertek, Inc., as Tenant.

The location of the Premises (including easements) with the Property is more particularly described or depicted as follows:

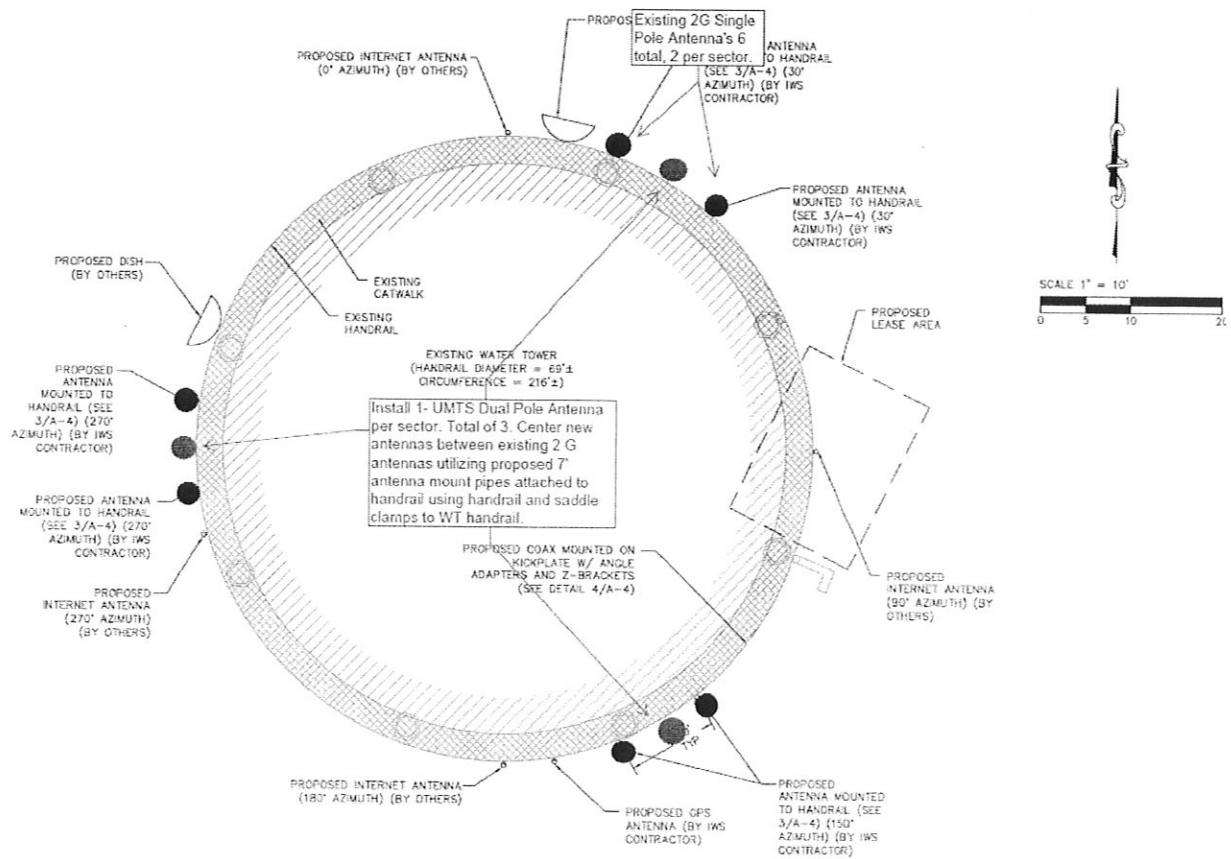


REVISED EXHIBIT B

Premise Location Within the Property Downtown Water Tower – Page 3 of 3

To the Water Tower Lease with Option dated on the 21st day of September, 2009 amended the 15 day of January, 2014 between City of Storm Lake, as Landlord, and Evertek, Inc., as Tenant.

The location of the Premises (including easements) with the Property is more particularly described or depicted as follows:

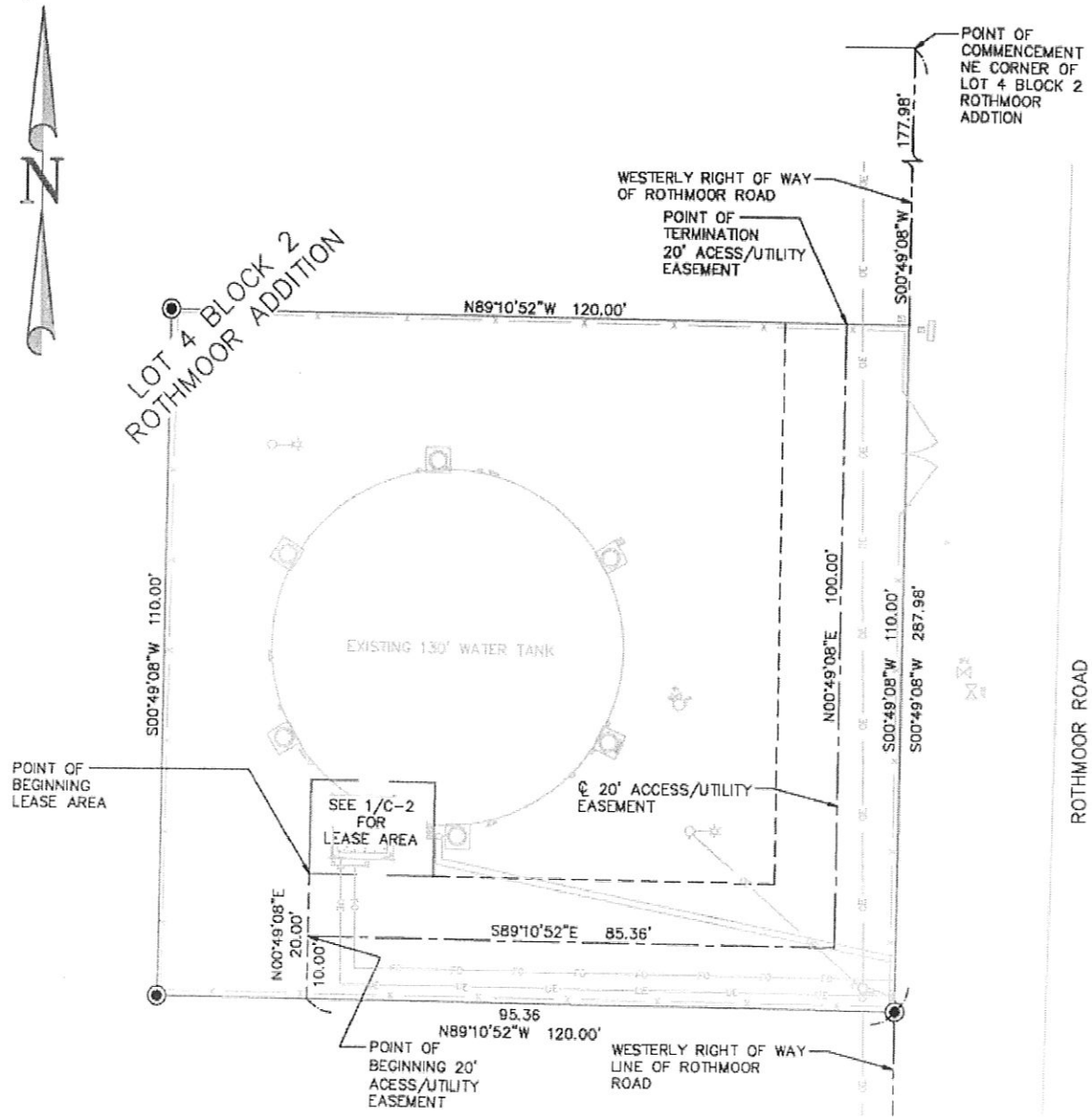


REVISED EXHIBIT B

Premise Location Within the Property East Water Tower – Page 1 of 4

To the Water Tower Lease with Option dated on the 21st day of September, 2009 amended the 15 day of January, 2014 between City of Storm Lake, as Landlord, and Evertek, Inc., as Tenant.

The location of the Premises (including easements) with the Property is more particularly described or depicted as follows:



REVISED EXHIBIT B

Premise Location Within the Property East Water Tower – Page 2 of 4

To the Water Tower Lease with Option dated on the 21st day of September, 2009 amended the 15 day of January, 2014 between City of Storm Lake, as Landlord, and Evertek, Inc., as Tenant.

The location of the Premises (including easements) with the Property is more particularly described or depicted as follows:

LEASE AREA

PART OF LOT 4, BLOCK 2, ROTHMOOR ADDITION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BUENA VISTA COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 4 OF BLOCK 2, ROTHMOOR ADDITION, THENCE S00°49'08"W, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 287.98 FEET, THENCE N89°10'52"W, A DISTANCE OF 95.36 FEET; THENCE N00°49'08"E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE N00°49'08"E, A DISTANCE OF 15.00 FEET; THENCE S89°10'52"E, A DISTANCE OF 20.00 FEET; THENCE S00°49'08"W, A DISTANCE OF 15.00 FEET; THENCE N89°10'52"W, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 300 SQUARE FEET, MORE OR LESS.

20' ACCESS/UTILITY EASEMENT

PART OF LOT 4, BLOCK 2, ROTHMOOR ADDITION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE FIFTH PRINCIPAL MERIDIAN, BUENA VISTA COUNTY, IOWA BEING A TWENTY FOOT WIDE STRIP PARCEL THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

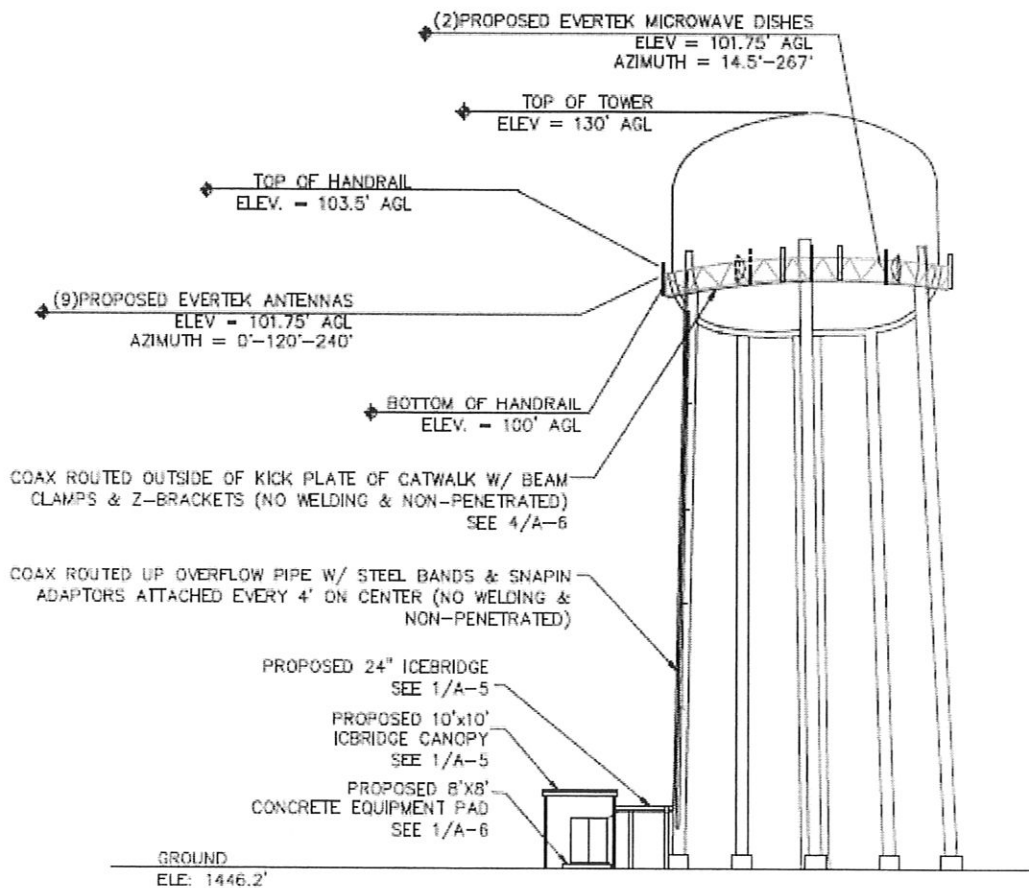
COMMENCING AT THE NORTHEAST CORNER OF LOT 4 OF BLOCK 2, ROTHMOOR ADDITION, THENCE S00°49'08"W, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 287.98 FEET, THENCE N89°10'52"W, A DISTANCE OF 95.36 FEET; THENCE N00°49'08"E, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED CENTERLINE; FROM THE POINT OF BEGINNING THENCE S89°10'52"E, A DISTANCE OF 85.36 FEET; THENCE N00°49'08"E, A DISTANCE OF 100.00 FEET TO THE POINT OF TERMINATION, CONTAINING 3,707 SQUARE FEET OR 0.085 ACRES, MORE OR LESS.

REVISED EXHIBIT B

Premise Location Within the Property East Water Tower – Page 4 of 4

To the Water Tower Lease with Option dated on the 21st day of September, 2009 amended the 15 day of January, 2014 between City of Storm Lake, as Landlord, and Evertek, Inc., as Tenant.

The location of the Premises (including easements) with the Property is more particularly described or depicted as follows:



Staff Summary

1/20/2014

Agenda Item # 9.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Approving Amendment With Bolton & Menk For The North Central Storm Water Project**

BACKGROUND: On June 17, 2013 the City Council approved an engineering agreement with Bolton and Menk for design and construction observation services related to the proposed North Central Storm Water Project. Since that time the scope of the project has expanded due to the award of the Flood Mitigation Fund Program.

The expansion of the project is beneficial to the community in that we will be able to assist in the relief of street flooding in more parts of the neighborhood than was previously possible with the available funding that was previously in place.

Due to the change in scope and the project costs going from an original estimate of \$1,200,000 to \$2.6 million, the project engineer, Bolton and Menk, has requested additional compensation for the design and construction management services as outlined in the Amendment to the current services agreement letter attached to this staff summary.

FISCAL IMPACT: The original contract for services was a total cost of \$176,640.00. The cost of this amendment to the original agreement is \$92,760.00 for a total engineering fee of \$269,400.00.

RECOMMENDATION: The total cost of the project is estimated to be \$2,675,000.00. Approve and Authorize Mayor to Sign Amendment to Bolton & Menk Contract

ATTACHMENTS:

Description	Type
 Engineering Agreement Amendment	Backup Material



BOLTON & MENK, INC.®

Consulting Engineers & Surveyors

P.O. Box 668 • 2730 Ford Street • Ames, IA 50010-0668

Phone (515) 233-6100 • Fax (515) 233-4430

www.bolton-menk.com

Justin Yarosevich
Assistant City Administrator/City Clerk
City of Storm Lake
620 Erie Street
P.O. Box 1086
Storm Lake, IA 50588

RE: North Central Storm Water Improvements additional services

Justin:

At the request of the City, Bolton & Menk, Inc. has assisted with analyzing potential projects and funding sources to expand the proposed scope of the North Central Stormwater project. The alternatives investigated included the following:

- Storm sewer alignments to mitigate flooding within the Spooner and Seneca neighborhoods north of 10th Street.
- Reconstruction of Seneca Street from 10th to 12th along with storm sewer improvements
- Feasibility of adding a stormwater pumping station on city owned land north of 10th Street to enhance water quality options
- Various options for water quality at the northern end of the Storm Lake High School project
- Addition of storm sewer in the vicinity of 12th and Oneida Streets to reduce flooding
- Extend storm sewer to the 2nd phase of the East Central project along the former rail right-of-way
- Assist the city with regional detention pond options on land located north of 12th Street and east of the former rail right of way
- Attend multiple meetings with City Staff and others to flush out the various options and their potential for funding
- Meetings with property owners to determine the feasibility of the new storm sewer along the fields, from the former rail right-of-way to Seneca, and then Spooner.
- Layout of potential subdivision.

As a result of these investigations, the City is now pursuing funding for an expanded project as shown on the attached exhibit and detailed on the attached Opinions of Probable Costs. The additional work is estimated at \$805,000 and is anticipated to be included in one bid package for the North Central CDBG Storm Water project. Should the final grant agreements for the additional work require additional bid packages, adjustments will be required to the scope of work and fees established with this amendment.



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

P.O. Box 668 • 2730 Ford Street • Ames, IA 50010-0668

Phone (515) 233-6100 • Fax (515) 233-4430

www.bolton-menk.com

Attached is a summary of our estimated fees for this scope of services. Please note that per your direction, we have completed the additional design surveys for the proposed storm sewer alignment from the former rail right-of-way west along the side lot lines to Seneca and Spooner Streets. This design survey is included in this amendment. The fee estimated for this work is \$92,760 and the work will commence when Notice to Proceed is received from the City.

This proposed work will be an amendment to our Agreement for Professional Services approved by the Storm Lake City Council at its June 17th, 2013 meeting. All terms and conditions of that agreement will apply to this amendment.

We thank you for the opportunity to provide professional services to the City of Storm Lake.

Sincerely,

BOLTON & MENK, INC.

Neil Guess, P.E., L.S.
Principal Engineer

Approved & Accepted,

John Kruse, Mayor

Date

Attachments

KEY PERSONNEL HOURS

CLIENT: City of Storm Lake PROJECT: North Central Storm Water Additional Services October 2013		Project Manager	Water Resources Engineer	Project Landscape Architect	Project Engineer	Staff Engineer	Staff Landscape Architect	Technician	Surveyor	Clerical	Field Observer	TOTALS
TASK NO.	WORK TASK DESCRIPTION											
0.0	Design Survey											
0.1	Design Surveys							16	32			48
	SUBTOTAL HOURS - TASK 1	0	0	0	0	0	0	16	32	0	0	48
1.0	Stakeholder Involvement Phase											
1.1	Kickoff Meeting									4		4
1.2	Coordination Meetings (4 Additional)	20								4		24
1.3	Plan Review											0
1.4	Property Owner Meeting (2)	12								2		14
	SUBTOTAL HOURS - TASK 1	32	0	0	0	0	0	0	0	10	0	42
2.0	Preliminary Design											
2.1	Establish Water Quality Criteria		4	4			16					24
2.2	Finalize Storm Sewer/Open Channel Alignments	2	8		14	40						64
2.3	Pump Station	2	20			8						30
2.4	Identify Easements and/or Acquisitions (6 Additional)	12						10	32			54
2.5	Environmental Clearances	4			12							16
2.6	Identify Permit Requirements				4							4
2.7	Update Hydraulic Modeling		16		8							24
2.8	Geo-Technical Investigation											0
	SUBTOTAL HOURS - TASK 2	20	48	4	38	48	16	10	32	0	0	216
3.0	Final Design/Bidding Phase											
3.1	Finalize Plans	10		20	16	60	80					186
3.2	Pump Station		16			10						26
3.3	Acquire Easements and/or Acquisitions (6 Additional)	12										12
3.4	Prepare Project Manual/Specifications		10			16				16		42
3.5	Environmental Clearances											0
3.6	Permit Applications				8					4		12
3.7	Bidding	4	6		32					32		74
	SUBTOTAL HOURS - TASK 3	26	32	20	56	86	80	0	0	52	0	352
4.0	Construction Phase (6 Months)											
4.1	Preconstruction Meeting		4									4
4.2	Construction Administration	16	4		40							60
4.3	Construction Survey								40			40
4.4	Resident Observation (2 Additional Months)	8			16						200	224
	SUBTOTAL HOURS - TASK 4	24	8	0	56	0	0	0	40	0	200	328

FEES AND COMPENSATION

CLIENT: City of Storm Lake													
PROJECT: North Central Storm Water Additional Services													
TASK NO.	WORK TASK DESCRIPTION	Project Manager	Water Resources Engineer	Project Landscape Architect	Project Engineer	Staff Engineer	Staff Landscape Architect	Technician	Surveyor	Clerical	Field Observer	Total Hours	Total Cost
0	Design Survey	0	0	0	0	0	0	16	32	0	0	48	\$3,680.00 *
1	Stakeholder Involvement Phase	32	0	0	0	0	0	0	0	10	0	42	\$4,820.00
2	Preliminary Design	20	48	4	38	48	16	10	32	0	0	216	\$21,210.00
3	Final Design/Bidding Phase	26	32	20	56	86	80	0	0	52	0	352	\$31,720.00
4	Construction Phase (6 Months)	24	8	0	56	0	0	0	40	0	200	328	\$31,240.00
	TOTAL HOURS	102	88	24	150	134	96	10	72	62	200	938	
	AVERAGE HOURLY RATE	\$135.00	\$100.00	\$125.00	\$125.00	\$85.00	\$70.00	\$70.00	\$80.00	\$50.00	\$85.00		
	SUBTOTAL	\$13,770.00	\$8,800.00	\$3,000.00	\$18,750.00	\$11,390.00	\$6,720.00	\$700.00	\$5,760.00	\$3,100.00	\$17,000.00		
	TOTAL LABOR COSTS												\$92,670.00
	OTHER DIRECT COSTS: Printing Plans & Specifications (No Additional Charge)												\$0.00
	TOTAL FEE												\$92,670.00

**NORTH CENTRAL STORM WATER IMPROVEMENTS
SUMMARY**

Preliminary Opinion of Probable Construction Costs
Prepared for the City of Storm Lake, IA



H:\SMLK\11106745- North Central Stm Wtr\4 Design Calculations\Cost Estimates\ October 3, 2013

ORIGINAL PROJECT:

BASE PROJECT - NORTH CENTRAL CDBG STORM WATER	
SUBTOTAL	\$1,187,470.00
CONTINGENCY	\$116,530.00
ENGINEERING, LEGAL, ADMIN.	\$196,000.00
TOTAL:	\$1,500,000.00

10TH STREET STP PROJECT:

10TH STREET STP PROJECT - PATCHING & SUBDRAIN	
SUBTOTAL	\$146,000.00
CONTINGENCY	\$15,000.00
ENGINEERING, LEGAL, ADMIN.	\$24,000.00
TOTAL:	\$185,000.00

10TH STREET STP PROJECT - SENECA TO ONEIDA (SOUTH) INTERSECTION RECONSTRUCTION	
SUBTOTAL	\$117,400.00
CONTINGENCY	\$12,600.00
ENGINEERING, LEGAL, ADMIN.	\$20,000.00
TOTAL:	\$150,000.00

10TH STREET STP PROJECT - RUSSELL INTERSECTION RECONSTRUCTION	
SUBTOTAL	\$82,125.00
CONTINGENCY	\$8,875.00
ENGINEERING, LEGAL, ADMIN.	\$14,000.00
TOTAL:	\$105,000.00

OPTIONAL WORK, DEPENDENT ON FUNDING:

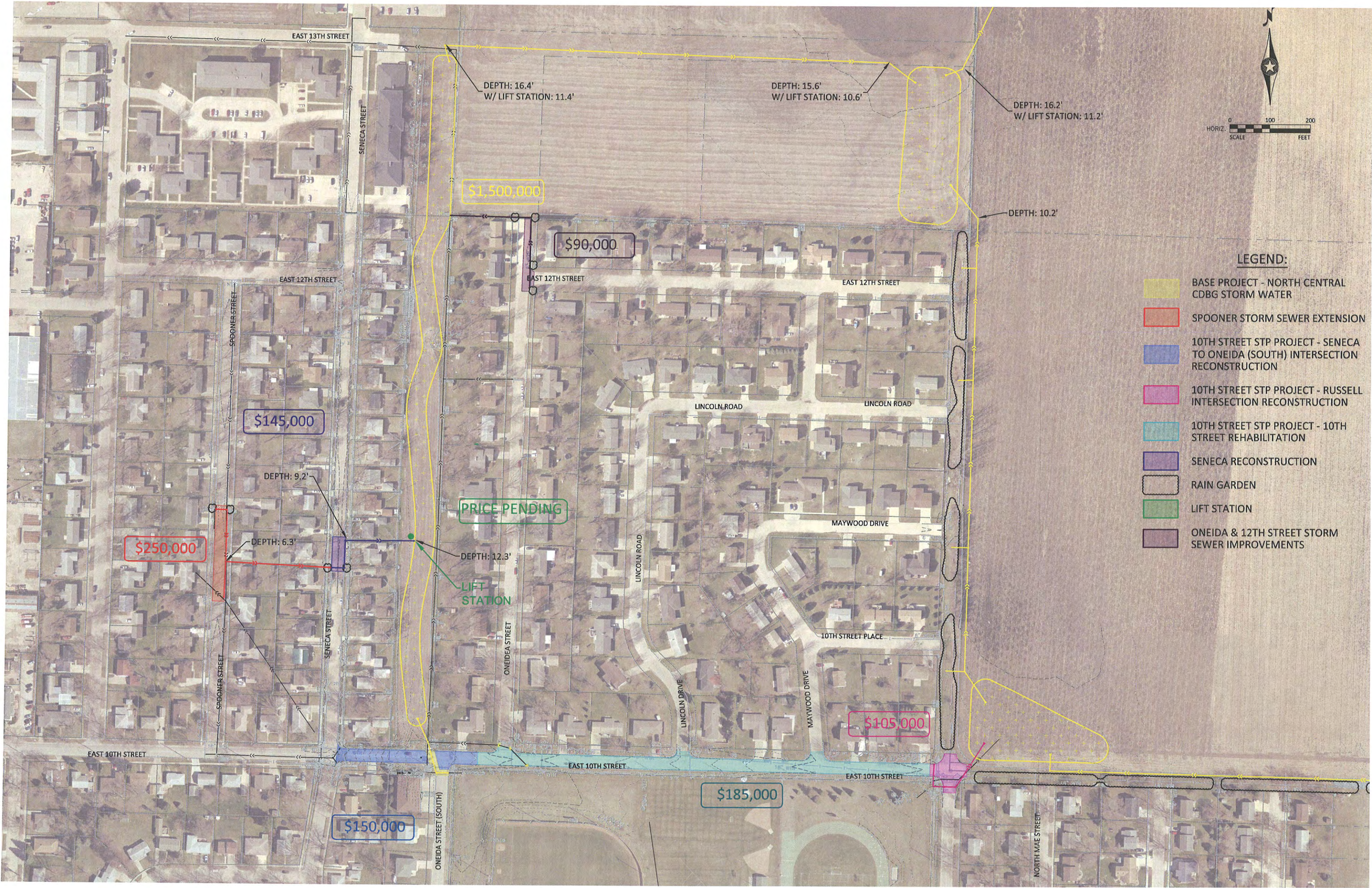
SENECA STORM EXTENSION	
SUBTOTAL	\$112,440.00
CONTINGENCY	\$13,560.00
ENGINEERING, LEGAL, ADMIN.	\$19,000.00
TOTAL:	\$145,000.00

SPOONER STORM EXTENSION	
SUBTOTAL	\$197,900.00
CONTINGENCY	\$19,100.00
ENGINEERING, LEGAL, ADMIN.	\$33,000.00
TOTAL:	\$250,000.00

INTERSECTION OF ONEIDA & 12TH	
SUBTOTAL	\$69,210.00
CONTINGENCY	\$8,790.00
ENGINEERING, LEGAL, ADMIN.	\$12,000.00
TOTAL:	\$90,000.00

STORMWATER LIFT STATION	
SUBTOTAL	\$278,300.00
CONTINGENCY	\$12,700.00
ENGINEERING, LEGAL, ADMIN.	\$29,000.00
TOTAL:	\$320,000.00

OPINION OF IMPROVEMENT COST (CONSTRUCTION): **\$2,745,000.00**



LEGEND:

- BASE PROJECT - NORTH CENTRAL CDBG STORM WATER
- SPOONER STORM SEWER EXTENSION
- 10TH STREET STP PROJECT - SENECA TO ONEIDA (SOUTH) INTERSECTION RECONSTRUCTION
- 10TH STREET STP PROJECT - RUSSELL INTERSECTION RECONSTRUCTION
- 10TH STREET STP PROJECT - 10TH STREET REHABILITATION
- SENECA RECONSTRUCTION
- RAIN GARDEN
- LIFT STATION
- ONEIDA & 12TH STREET STORM SEWER IMPROVEMENTS

Staff Summary

1/20/2014

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: Doug Rainforth, Water Resource Manager

SUBJECT: **Motion Approving Contract With Mitchell Nasers, Sutherland, IA For WTP Lime Disposal**

BACKGROUND: The lime softening process at the Water Treatment Plant generates approximately 120 tons of spent lime solids per week. This product has qualities that makes it beneficial to agricultural land and is transported in specialized dumpsters to holding sites prior to land application.

The specialized dumpsters have restricted us to one vendor who has raised the price of transport to a level that justifies the need to change or modify the current service agreement and open the service to other more affordable vendors.

This contract would provide us with a vendor that would furnish the equipment necessary to load and transport the product with the added benefit of doubling our daily output potential. The increased output would allow us to operate with a larger storage capacity giving us a greater time window for repairs when required or to compensate for weather extremes that may affect plant operations.

The contract has been drafted by the City Attorney and reviewed by city staff. Mr. Nasers has approved the agreement.

FISCAL IMPACT: The fiscal impact of the project would be a break even at three weeks. Thereafter it would be a cost savings of \$260/weekday, which equates to \$5,200/month or \$62,400/year.

There is some up front cost with some physical changes to the Lime Press Building that are estimated to cost the City ~\$4000 for materials. To save costs City staff is going to do the installation work. This cost was figured into the break even analysis noted above.

RECOMMENDATION: Approve the Contract with Mitchell Nasers for Water Treatment Plant Lime Disposal

Staff Summary

1/20/2014

Agenda Item # 11.



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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 52-R-2013-2014 Setting Public Hearing & Consultation Dates For Amendment #1 To The #4 LMI Housing Urban Renewal Plan**

BACKGROUND: Previously the City had approved a Urban Renewal Plan for the Urban Renewal Area #4 for the SW Minnesota Housing development. That plan did not include the potential reimbursement of building permit fees which the City has determined is necessary to meet the previous agreements and commitments to the project that were approved with the SW Minnesota application for Housing Tax Credits.

In order to allow for the amendment of the Development Agreement between the City and SW Minnesota Housing the Urban Renewal Plan must include the potential reimbursement of building permit fees as part of the plan.

The process for approving the Amendment to the Urban Renewal Plan includes the holding of a public hearing (following publication of the hearing date, time and location) and the holding of a consultation session with the affected tax entities. The resolution before the City Council tonight will set for these dates and direct City staff to publish the required notices and provide notice of the consultation session to the appropriate taxing entities.

The Resolution sets the following dates and times for the meetings as follows:

Public Hearing - February 17, 2014 at 5:00PM in the City Council Chambers
Consultation Session - January 28, 2014 at 9:00AM in the City Council Chambers

FISCAL IMPACT: The fiscal impact for this resolution and amendment process is the cost of legal fees and publication notices which is estimated to cost \$4,000.

RECOMMENDATION: Adopt Resolution No. 52-R-2013-2014

ATTACHMENTS:

Description	Type
 Resolution No. 52-R-2013-2014	Resolution

RESOLUTION NO. 52-R-2013-2014

RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 1 TO THE #4 LMI HOUSING URBAN RENEWAL PLAN IN THE CITY OF STORM LAKE, STATE OF IOWA

WHEREAS, by Resolution No. 02-R-2013-2014, adopted July 1, 2013, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the #4 LMI Housing Urban Renewal Plan (the "Plan") for the #4 LMI Housing Urban Renewal Plan Area (the "#4 LMI Housing Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Buena Vista County; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

Field Cod

A tract of land located in the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 34, Township 91 North, Range 37 West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows:

Commencing at the Southeast (SE) corner of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 34; thence North 00°02'19" West, along the East line of said Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), 30.00 feet to the North line of West 10th Street being also the Point of Beginning; thence North 89°56'56" East, along said North line, 332.89 feet to the West line of proposed Witter Street; thence North 00°01'00" West, along said West line, 770.00 Feet; thence North 89°55'06" West, 382.17 Feet to the East line of a tract described in document number 983710 in the office of the Buena Vista County Recorder; thence South 00°11'13" East, along said east line, 770.78 feet to the North line of said West 10th Street; thence South 89°55'30" East, along said North line, 46.99 feet to the point of beginning.

Tract contains 6.74 acres and is subject to all easements of record.

AND

The #4 LMI Housing Urban Renewal Area also includes the full right-of-way of adjacent road and street bordering the Area, including proposed Witter Street; and

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 1 to the Plan ("Amendment No. 1" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that these areas be redeveloped as part of the overall redevelopment area covered by the Amendment; and

WHEREAS, this proposed Amendment No. 1 to the Urban Renewal Plan adds no new land; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on the 28th day of January, 2014, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 9:00 o'clock A.M., and the City Clerk is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
THE CITY OF STORM LAKE, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED AMENDMENT NO. 1 TO THE #4 LMI HOUSING
URBAN RENEWAL PLAN FOR THE CITY OF STORM LAKE,
STATE OF IOWA

The City of Storm Lake, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 9:00 o'clock A.M. on January 28, 2014, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa concerning a proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Clerk, as the designated representative of the City of Storm Lake, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2014.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan before the City Council at its meeting which commences at 5:00 o'clock P.M. on February 17, 2014, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Storm Lake Times, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 1 TO THE #4 LMI
HOUSING URBAN RENEWAL PLAN FOR AN URBAN
RENEWAL AREA IN THE CITY OF STORM LAKE, STATE
OF IOWA

The City Council of the City of Storm Lake, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:00 o'clock P.M. on February 17, 2014 in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, to consider adoption of a proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Storm Lake, State of Iowa, legally described as follows:

A tract of land located in the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 34, Township 91 North, Range 37 West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows:

Commencing at the Southeast (SE) corner of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 34; thence North 00°02'19" West, along the East line of said Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), 30.00 feet to the North line of West 10th Street being also the Point of Beginning; thence North 89°56'56" East, along said North line, 332.89 feet to the West line of proposed Witter Street; thence North 00°01'00" West, along said West line, 770.00 Feet; thence North 89°55'06" West, 382.17 Feet to the East line of a tract described in document number 983710 in the office of the Buena Vista County Recorder; thence South 00°11'13" East, along said east line, 770.78 feet to the North line of said West 10th Street; thence South 89°55'30" East, along said North line, 46.99 feet to the point of beginning.

Tract contains 6.74 acres and is subject to all easements of record.

AND

The #4 LMI Housing Urban Renewal Area also includes the full right-of-way of adjacent road and street bordering the Area, including proposed Witter Street.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Storm Lake, Iowa.

The City of Storm Lake, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to stimulate, through public involvement and commitment, private investment in low and moderate income residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of costs for urban renewal projects may be sought if and to the extent incurred by the City. The Amendment provides that it may be amended from time to time.

Field Code

The proposed Amendment No. 1 would add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land. Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this _____ day of _____, 2014.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 1 to the #4 LMI Housing Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 20th day of January, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Exhibit 1

#4 LMI HOUSING URBAN RENEWAL PLAN

AMENDMENT #1

CITY OF STORM LAKE, IOWA

Original Area Adopted –2013

Amendment #1 – 2014

**AMENDMENT #1
to the
#4 LMI HOUSING URBAN RENEWAL PLAN
CITY OF STORM LAKE, IOWA**

The #4 LMI Housing Urban Renewal Plan (“Plan”) for the #4 LMI Housing Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 2013, is being amended to add and/or confirm the list of proposed projects to be undertaken within the #4 LMI Housing Urban Renewal Area by this Amendment #1 (“Amendment” or “Amendment #1”). No land is being added to the Area by this Amendment.

Except as modified by this Amendment, the provisions of the original #4 LMI Housing Urban Renewal Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

AREA DESIGNATION

This area continues to be an economic development district that is appropriate for the development of LMI residential housing units.

AREA OBJECTIVES

There are no changes in the Area objectives.

TYPES OF RENEWAL ACTIVITIES

There are no changes in the types of renewal activities to be undertaken within the Area.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

The following urban renewal projects were previously authorized in the Plan and are continuing and have been updated by this Amendment.

The Previously Approved Projects, including those that will continue in the Area, include the following Public Improvements projects:

Public Improvements:

<u>Project</u>	<u>Date</u>	<u>Estimated Amount</u>
Extension of existing water main to provide water service to LMI housing development.	2013-2014	\$75,000
Installation of street lights needed to provide lighting to LMI housing development.	2013-2014	\$30,000
Construction and installation of two rain garden intakes at LMI housing development.	2013-2014	\$20,000

Construction and installation of a temporary gravel hammerhead at the north end of the extended Ontario Street	2013-2014	\$5,000
Total		\$130,000

Other urban renewal activities planned in the Urban Renewal Area:

<u>Project</u>	<u>Date</u>	<u>Estimated Amount</u>
Assistance to 10 th Street Townhomes LLLP for construction of LMI residential Townhomes Project	Undetermined	\$410,700
TOTAL		\$410,700

Furtherance of urban renewal activities will continue to require engineering and planning costs and attorney fees (estimated at \$20,000).

PROPOSED URBAN RENEWAL PROJECTS (Amendment #1)

Although certain project activities may occur over a period of years, in addition to the projects previously proposed in the #4 LMI Housing Urban Renewal Plan, as previously amended, the proposed urban renewal projects under this Amendment include:

- 1) Amendment No. 1 to Agreement for Private Development with 10th Street Townhomes LLLP:

Project	Estimated Date	Not to Exceed Cost	Rationale
Rebate of a portion of the building permit fee	2014	\$27,011.06	This payment will promote economic development and the creation of LMI housing by supporting the 10 th Street Townhomes LLLP LMI residential townhomes project.
Total		Not to exceed \$27,011.06	

- 2) **Planning, engineering fees (for urban renewal plans), attorney fees to support urban renewal projects and planning**

Project	Date	Estimated cost
Fees and costs	2013-2015	Not to exceed \$20,000

FINANCIAL INFORMATION

1.	July 1, 2013 constitutional debt limit:	\$22,588,439
2.	Current outstanding general obligation debt:	\$15,620,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Proposed Urban Renewal Project (Amendment #1) has been determined to be \$27,011.06 plus up to \$20,000 of urban renewal-related fees and costs. This document is for planning purposes only. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Proposed Urban Renewal Projects as described above will be approximately as follows:	\$47,011.06

DEVELOPMENT PLAN

Storm Lake has a general plan for the physical development of the City, as a whole, outlined in the Storm Lake Comprehensive Plan that was adopted by the City Council in February, 2013. The goals, objectives, and projects proposed in this Urban Renewal Plan Amendment #1 are consistent with the City's Comprehensive Plan.

This Urban Renewal Amendment #1 does not in any way replace the City's current land use planning or zoning regulation process.

PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property.

URBAN RENEWAL PLAN AMENDMENTS

The #4 LMI Housing Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable state law.

EFFECTIVE PERIOD

This Urban Renewal Plan Amendment No. 1 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code and the division of revenues shall continue on the Area, including all Amendment Areas, for the maximum period allowed by law.

Amendment No. 1 adds and/or confirms a list of proposed projects to be undertaken within the Urban Renewal Area and does not impact any expiration or sunset dates of the City's ability to collect incremental taxes.

REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

Staff Summary

1/20/2014

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Approve Engineering Agreement For Expansion Blvd. Drainage Project**

BACKGROUND: This project will involve a series or combination of two stage ditches, micro pools, pocket wetlands, detention basins, infiltration basins, native landscaping, and a small amount of storm water piping to improve drainage and alleviate flooding in a 35 acre area in and around Expansion Blvd.

FISCAL IMPACT: The engineering agreement is with Emmons & Olivier Resources, Inc. (EOR) of Minneapolis, Minnesota with services not to exceed \$188,000.00.

The City is looking at a bid letting for this project in May of 2014. Projected cost for the project is \$1,587,468.22

This project will be funded from flood mitigation funds.

RECOMMENDATION: Approve the engineering agreement

ATTACHMENTS:

Description	Type
 Engineering Agreement	Contract

ENGINEERING CONSULTANT STANDARD SERVICE CONTRACT

This Agreement is effective on the 10th day of December, 2013, by and between the City of Storm Lake ("Client") and Emmons & Olivier Resources, Inc. ("Consultant") for services that Consultant will perform for the Expansion Boulevard Storm Water Project, Storm Lake, Iowa (the "Site").

SCOPE OF SERVICES

Consultant will provide Client with the services described in Consultant's proposal dated December 9th, 2013, attached as Attachment I and incorporated by reference (the "Work").

COMPENSATION

Client agrees to pay Consultant the fees stated in Attachment I (the "Fees") for the Work. Client agrees to pay for any services that are (a) required because of a material increase in the scope of the Work or (b) requested in addition to the Work on a time and materials basis at the rates provided in Consultant's schedule of fees which are part of Attachment I unless otherwise agreed to by both parties in writing.

This Agreement is subject to the following General Conditions:

SECTION 1: FEE PAYMENT

1.1 Consultant will submit invoices to Client monthly with a final invoice on completion of the Work. Invoices will show charges based on the Fees. A detailed separation of charges and backup data will be provided at Client's request.

1.2 Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid. Payments will be credited first to interest and then to principal.

1.3 If Client fails to pay Consultant within sixty (60) days after invoice date, Consultant may deem failure to pay a breach of this Agreement, terminate the same, and be relieved of any and all duties under this Agreement.

SECTION 2: PROJECT INFORMATION

2.1 Client will provide to Consultant in writing information known to Client regarding existing and proposed conditions of the Site. The information will include without limitation, but only as appropriate to the work, as-built

blueprints, mechanical drawings, construction specifications, operating and performance criteria for mechanical systems, site plans, hydrologic data, subsurface or latent physical conditions at the Site, previous soil data including borings, field or laboratory tests, and written reports, and notice of all known hazardous, toxic, radioactive, pollutant, or irritant conditions at the Site ("Project Information").

2.2 Client will immediately transmit to Consultant any updates, revisions, or additions to the Project information as they become available to it or its consultants.

SECTION 3: OWNERSHIP - DOCUMENTS

3.1 Consultant will prepare and deliver to Client certain design documents as instruments of the professional services performed. All design documents delivered to Client will become the property of Client; provided, however, Consultant will retain an ownership and property interest (including the right to reuse). Client will, to the fullest extent permitted by applicable law, indemnify, defend, and hold harmless Consultant from and against any and all claims, liabilities, losses, damages, costs, or expenses including, without limitation, reasonable

attorney's fees, awards, fines, or judgments arising out of or related to: (a) use of the design documents for locations or times not covered by the design documents; (b) use of information from the design documents out of context; or (c) interpretation of the meaning of the design documents by third parties without the written consent of Consultant.

3.2 Client agrees that all reports and other instruments of professional service furnished to the Client that are not paid for will be returned to Consultant upon written demand by Consultant and will not be used by Client for any purpose.

3.3 Consultant will retain all pertinent records relating to the Work for a period of three (3) years after the report is delivered. During that time, the records will be made available to Client during Consultant's normal business hours.

3.4 Consultant understands that all documents related to the project are by Iowa Law considered public record and shall be provided to the City of Storm Lake and the City shall have the right to distribute as such.

SECTION 4: STANDARD OF CARE

4.1 The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

4.2 Engineer shall provide construction oversight for various parts of the construction and shall act as the City's representative on the project site from time to time, however Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to

comply with laws and regulations applicable to contractor's work.

4.3 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

4.4 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

SECTION 5: INDEMNIFICATION AND LIMITATION OF LIABILITY

5.1 Client and Consultant each agree to indemnify and hold the other (and their respective officers, employees, and agents) harmless for losses resulting from and to the extent of its own negligence or willful-misconduct, except as provided in Section 5.2.

5.2 Notwithstanding the provisions of Sections 5.1, Consultant will not be responsible for any consequential, special, or indirect damages or any loss of anticipated profits sustained by Client, its successors or assigns.

5.3 Nothing in this Section 5 will be deemed a waiver of any statutory limitation of liability or any obligation set out in this Agreement.

SECTION 6: INSURANCE

Consultant will carry: (a) workers' compensation and employer's liability insurance to comply with laws of the state in which any project is undertaken by Consultant under this Agreement and applicable Federal laws, (b) comprehensive general liability insurance with a combined limit for bodily injury and property damage in an amount not less than \$1 million per occurrence and \$2 million aggregate and with completed operations coverage having a \$1 million aggregate limit, (c) comprehensive automobile liability insurance, covering all automobiles, trucks, and miscellaneous powered and

automotive equipment owned or used by Consultant, with a combined limit for bodily injury and property damage in an amount not less than \$1 million per occurrence, and (d) professional liability insurance in an amount not less than \$1 million per occurrence. Certificates for insurance will be provided to Client upon request.

SECTION 7: ATTORNEY'S FEES

In the event of any controversy, claim, dispute, or litigation between the parties related to this Agreement or its breach, the prevailing party will be entitled to recover from the other party, in addition to other relief as may be granted, a reasonable sum as and for its attorney's fees together with expert's fees and other costs incurred as may be determined by a court of competent jurisdiction. Client also agrees to pay all costs of collection, including reasonable attorney's fees, in the event payment is not received as provided herein; this liability for attorney fees is not contingent upon suit being filed by Consultant.

SECTION 8: SITE LOCATION/ACCESS /PERMITS AND APPROVALS

8.1 Client will provide access to the Site for Consultant personnel and equipment as Consultant may deem necessary to complete the Work.

8.2 Consultant will take reasonable precautions to minimize damage to property on which it performs Work. Client agrees, however, that some damages may occur to property in the normal course of work absent negligence by Consultant and that the correction of any damage to property will be undertaken by Consultant and billed to Client. In the event of negligence by Consultant resulting in damage to property, Consultant will bear the cost of correcting the damage in proportion to its negligence.

SECTION 9: AGENCY/RIGHT OF ENTRY

In order to permit timely access to properties owned by third parties where access is deemed by Consultant to be necessary or beneficial to the Work, Client hereby appoints Consultant and its employees as its agent authorized to execute right of entry agreements on behalf of Client.

Client agrees that Consultant's failure to obtain entry to property owned by third parties will not be deemed a breach of this Agreement and Consultant will have no obligation to provide indemnification of third parties, or otherwise obligate itself, in order to obtain entry to property.

SECTION 10: UTILITIES

Consultant will take reasonable precautions in locating and identifying all subterranean structures or utilities and to avoid damage or injury to subterranean structures or utilities. However, Consultant may reasonably rely on Project Information and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has proceeded with reasonable precautions and in reliance on that information.

SECTION 11: FORCE MAJEURE

If completion of any portion of the Work is delayed for causes beyond the control of or without the fault of Consultant including Force Majeure, the time of performance of the Work will be extended for a period equal to the delay. Force Majeure includes, without limitation, acts of God; acts of the public enemy; acts of federal, state, local, or foreign governments; acts of Client's subconsultants or agents; fires; floods; epidemics; strikes; riots; freight embargoes; and unusually severe weather.

SECTION 12: TERMINATION

12.1 This Agreement may be terminated by either party upon seven (7) calendar days written notice if there is a substantial failure of performance by the other party. Termination will not be effective if the substantial failure is remedied before expiration of the seven (7) days.

12.2 Upon termination, Consultant will be paid for services completed but not yet paid.

SECTION 13: ASSIGNMENT

Neither party may delegate duties or assign interest in this Agreement without obtaining the prior written consent of the other party, which consent will not be unreasonably withheld,

except Consultant may use the services of persons and entities not in its employ when it is customary to do so. These may include, without limitation, surveyors, specialized consultants, drilling contractors, testing laboratories, and construction contractors.

SECTION 15: MISCELLANEOUS

14.1 The parties acknowledge that this Agreement supersedes all written and oral agreements, if any, between the parties, and that this Agreement constitutes the entire and only agreement pertaining to the Work.

14.2 This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the respective parties hereto.

14.3 This Agreement will be construed, the rights and obligations created hereby will be governed, and the remedies available will be provided in accordance with the laws of the state in which the Work is performed, regardless of the conflict of law principles customarily applied by the courts of any jurisdiction. Venue and adjudication will be in that state.

14.4 Any of the terms or conditions of this Agreement may be waived at any time by the party that is entitled to benefit therefrom, but no waiver will affect or impair the right of the waiving party to require observance, performance, or satisfaction of any other term or condition hereof. Any of the terms or provisions

of this Agreement may be amended or modified at any time by agreement in writing executed by each party hereto.

14.5 All provisions of this Agreement allocating responsibility between Client and Consultant will survive the completion of the Work or termination of this Agreement.

14.6 Any provision or part of this Agreement adjudicated to be void or unenforceable under any law will be deemed deleted, such deletion to apply only with respect to the jurisdiction in which such adjudication is made, and all remaining provisions will continue to be valid and binding upon the parties. The parties agree that this Agreement will be reformed to replace the deleted provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the deleted provision.

14.7 In keeping with the intent of the parties that this is the entire Agreement between them, the parties agree that the preprinted terms and conditions of any Client activating letter/purchase order issued to request Work pursuant to this Agreement will not apply to the Work, regardless of whether Consultant executes the activating letter/purchase order in acceptance of the Work.

14.8 Client has authority to enter into this Agreement and any person signing it on Client's behalf has been duly authorized to sign.

WHEREUPON, the parties caused this Agreement to be duly executed and to be effective on the date first above written.

SIGNATURES

Emmons & Olivier Resources, Inc.

By _____
Signature

Printed Name

Its _____
Title

Client: City of Storm Lake

By _____
Signature

Jon F. Kruse
Printed Name

Mayor
Title

ATTACHMENT I



December 9, 2013

James Patrick – City Manager
 City of Storm Lake
 620 Erie Street
 P.O. Box 1086
 Storm Lake, Iowa 50588

Re: Scope of Services and Fee Estimate for Expansion Boulevard Storm Water Project

Dear Mr. Patrick:

Per your request we have prepared a Scope of Services and Fee Estimate for the Expansion Boulevard Storm Water Project. The scope builds on the feasibility study for the Expansion Boulevard drainage area and the work completed to date.

TASK	FEES & EXPENSES
A) Field Investigation and Existing Conditions - Field Survey of Expansion Blvd. Drainage Area from Radio Road to US Highway 71 - Gather District Ditch Drainage Information from City - Existing Conditions Map and Basemap for use in Stormwater Modeling and Design	\$14,000.00
B) Stormwater Modeling - Existing and Proposed Conditions Drainage Maps - Hydrologic and Hydraulic Stormwater Models for Existing and Proposed Conditions - Storm Sewer Sizing Guidelines - Stormwater Modeling Summary and Engineer's Report	\$12,000.00
C) Preliminary Design (60%) - Grading and Drainage Plan - Landscape and Restoration Plan - Schedule of Quantities - Engineer's Estimate of Probable Construction Costs	\$17,000.00
D) Final Design (90%) - Sheet Plan Set - Existing Conditions and Removals Plan - Grading and Drainage Plan - Erosion and Sediment Control Plan - Landscape and Restoration Plan - Stormwater Pollution Prevention Plan (SWPPP) - Storm Sewer Plan and Profile - Stormwater Management Cross-Section Drawings - Detail Plates - Schedule of Quantities - Engineer's Estimate of Probable Construction Costs	\$35,000.00
E) Construction Documents (100%) - Finalize Plans for Construction Drawings - Prepare Project Manual (<i>incl. Owner/Contractor Agreement and Construction Specifications</i>) - Prepare Contract Documents (<i>incl. Construction Drawings and Project Manual</i>) - Assist in Permitting Process - Provide to City a Minimum of Five (5) Paper and One Digital Copy in PDF Format of Plans and Specifications	\$17,000.00
F) Meetings, Presentation and Project Coordination - Design Team Meetings, Conference Calls, Etc. - City Staff Meetings	\$9,000.00
G) Survey and Legal - Property Description Research (<i>excludes Title Work</i>) - Prepare Plats and Legal Descriptions for all Easements Necessary (<i>incl. temporary & permanent easements and land acquisition</i>)	\$18,000.00

EOR is an Equal Opportunity Affirmative Action Employer

Emmons & Olivier Resources, Inc. 651 Hale Ave N Oakdale, MN 55128 T/ 651.770.8448 F/ 651.770.2552 www.eorinc.com

- Plat and Legal Exhibits - Construction Staking - As-Built Field Survey ***A portion of the work in this task will be performed by a sub-consultant	
H) Geotechnical Borings and Coordination - Prepare Solicitation for Borings and Soil Testing - Subcontract with Geotechnical Testing Company (\$7,500 Allowance) - Coordination Between City and Subcontractor - Review and Distribute Report ***A portion of the work in this task will be performed by a sub-consultant	\$10,000.00
I) Bidding Assistance - Prepare and Submit Advertisement for Bidding - Manage Prebid Meeting - Answer Contractor Questions During Process - Issue Addendums As Necessary - Manage Bid Opening Meeting - Tabulate Bids - Prepare Letter of Recommendation for Award	\$6,000.00
J) Construction Administration - Manage Preconstruction Meeting - Review Contractor's Submittals - Provide Weekly Construction Observation - Prepare and Distribute Observation Reports - Prepare and Review Payment Applications - Review Site Work for Punchlist Items - Prepare Certificate of Substantial Completion - Provide Project Closeout - Complete Records Drawings of Grading and Drainage Improvements - Prepare Final Project Report - Provide to City a Minimum of One (1) Paper and One Digital Copy in PDF Format of Record Drawings (<i>paper copy to be large format and to scale</i>) - Prepare and Provide to City GPS Data of all Infrastructure as Follows: 1. Manhole Location, Rim & Pipe Invert Elevations (<i>location to be within 2cm accuracy</i>) 2. Outlet Structure Location, Rim & Pipe Invert Elevations, Structure Bottom Elevation 3. Inlet Structure Location, Pipe Invert Elevations, Structure Bottom Elevation	\$50,000.00
Total:	\$188,000.00

Exclusions: This list of exclusions may not be complete, but rather includes some of the services that may be needed to complete the project.

- Televising and locating of drain tile
- Meetings and/or presentations w/adjacent and downstream landowners
- Permit application forms and fees
- Title Work for platting and/or easement scope

Thank you very much for the opportunity to offer our services.

Sincerely,

Derek R. Lash, PE, CPESC
Project Manager

Cc: Justin Yarosevich
Patrick Kelly
Jay Michels (EOR)

EOR 2014 HOURLY FEE SCHEDULE

<u>Classification</u>	<u>Hourly Rate ^(*)</u>
Professional 1	\$89.00
Professional 2	\$110.00
Professional 3	\$135.00
Professional 4	\$149.00
Technician 1	\$64.00
Technician 2	\$77.00
Technician 3	\$91.00
Principal Partner	\$178.00
Support Staff	\$58.00

Professionals:

Includes licensed and nonlicensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelor's or advanced degrees.

Technicians:

Work requires a combination of basic scientific knowledge and manual skills which can be obtained through two years of post high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

Principal Partners:

Officers and departmental managers at the highest level of EOR staff classification performing technical and quality control supervision.

Support Staff:

Non-manual clerical work performed by office administrators, administrative assistants, bookkeepers, messengers, office helpers, and clerks.

Additional Notes:

- *Reimbursable expenses (Reproduction, Printing, Duplicating, Mileage at current government rates, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost.*
- *Subcontracted services will be billed at cost plus 15% to cover overhead expenses.*
- *Expert witness trial and deposition testimony will be billed at the above hourly rates times 1.5.*
- *Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid.*

(*) Rates reviewed and adjusted on an annual basis.

Staff Summary

1/20/2014

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Ordinance No. 04-O-2013-2014 Make The Intersection Of 13th Street & Seneca Street A Four Way Stop**

BACKGROUND: The City's Traffic Safety Committee meet and had concerns about increased vehicular and pedestrian traffic at the intersection of 13th Street and Seneca Street and in advance of the new apartment complex opening north of that intersection, we are requesting a change in the ordinance to make this intersection a four or all way stop. This would increase the safety of vehicular and pedestrian traffic.

The new apartment complex will be 2 buildings with 16 units per building for a total of 32 units.

According to the latest Iowa Department of Transportation average daily traffic count in 2011 for Seneca Street is 1350, and the latest average daily traffic count conducted in 2007 for East 13th Street was 1030.

The Police Department has received comments and requests for stop signs from community members as well as feedback at their summer Neighborhood Outreach Programs in that area.

The Police Department has also received complaints of traffic speed increasing in this area and an overall increase in vehicular traffic already without the addition of the new apartment complex.

FISCAL IMPACT: The addition of four stop signs and posts would be the only fiscal impact at a cost of \$150.00 a sign for a total of \$600.00.

RECOMMENDATION: Pass and adopt Ordinance No. 04-O-2013-2014
First reading January 20, 2014
Second reading February 3, 2014
Third reading February 17, 2014

ATTACHMENTS:

Description	Type
 Map of 13th and Seneca Intersection	Map
 Ordinance No. 04-O-2013-2014	Ordinance



New Apartment Complex

Proposed 4 Way Stop

ERIE ST.

N SENECA ST.

US 71 LAKE ST.

14th ST.

13th ST.

13th ST.

ORDINANCE NO. 04-O-2013-2014

AN ORDINANCE AMENDING TITLE 9, CHAPTER 7, SECTION 3 OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA BY THE ADDITION OF STOP SIGNS

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

Section 1. Title 9, Chapter 7, Section 3 of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa is hereby amended by the addition of the following unnumbered Subsection at the end of said Section 3 (Stop Signs Required) as it now reads:

All corners of the intersection of Thirteenth Street and North Seneca Street

Section 2. This ordinance shall be in full force and effect from and after its final passage, approval, and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

1/20/2014

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: Scott Olesen, Building Official

SUBJECT: **Ordinance No. 05-O-2013-2014 Amendments To Title 10, Chapter 1, Of The Storm Lake City Code Regarding Sidewalks**

BACKGROUND: City staff is in the process of updating our inspection process and forms as well as creating an inspection policy. As a part of that process, City staff has reviewed our inspection procedures and Title 10, Chapter 1 of the Storm Lake City Code with the City Attorney.

The current sidewalk inspection procedure has been in place since 1995. City staff performs annual inspections on sidewalks within the City every spring. On going annual inspections are integral to maintaining safe pedestrian walks which are an important asset to the community. It also helps to reduce the liability associated with trips and falls if sidewalks are allowed to fall into disrepair.

The City is split up into five different "zones" and the procedure is to inspect a different zone every year such that sidewalks are inspected at least once every four years. See the attached map which identifies the five zones.

The exception to this has been the zone containing the Central Business District, since this area has a large amount of pedestrian traffic. Inspections of the Central Business District are done annually. None of the timing for the inspections is proposed to be changed.

The proposed changes to the inspection policy would also require the City Hike and Bike Trail system to be inspected annually.

The proposed changes to Title 10, which are attached to this staff summary, will all be amendments to existing sections. The major changes are as follows:

After reviewing our current City Code and the State Code, the City Attorney determined that we will need to send our sidewalk repair notices via certified mail in order to be able to assess the work

done by the City for those that fail to correct the deficiencies on their own within the allowed timeline.

Initially, City staff recommended that the Council approve a fee for sidewalk permits issued for repairs under this program. After receiving public input on this, City staff reviewed the need to charge a permit fee and determined that that City could opt to NOT charge a permit fee at the current time. City staff proposes to implement revisions in the sidewalk inspection process including multiple types of notification and education of the community about the sidewalk inspection process. The staff feels that this improved process could reduce the number of properties that are out of compliance and therefore reduce the City's cost of implementing the program. Staff would like to review the program over at least two inspection cycles to determine if the changes to the program have improved compliance. If the changes do not reduce the costs of the program, then permit fees could be revisited for approval at that time.

The Code has also been updated to clarify the period allowed for installation of sidewalks where they did not previously exist and for repairs which are required to be made to sidewalks as a result of City inspections. None of these timelines will change from what is currently allowed but the timing was not previously included in the ordinance and will now be. This will allow the City to enforce the ordinance more effectively.

The change to the City Code also clarifies that the City will remove and replace a damaged section of sidewalk rather than make surface repairs to effect a more long term solution in the event that the owner chooses to have the work assessed and/or does not complete the work in the required time. New/repared sidewalks will be constructed to ADA standards.

The intent of the updates to the current inspection program are to bring our City Ordinance in line with the current State Code requirements for notices for repairs, clarify the assessment process, and update our forms and procedures to make the process more efficient.

Finally, staff has produced an administrative policy that will provide guidance and work flow as to how the process outlined in the ordinance will be administered. Council will find the administrative policy attached to this staff summary as well as copies of the sidewalk inspection zone map, a sidewalk inspection program brochure, a copy of the proposed ordinance update, and a copy of the sidewalk inspection criteria.

FISCAL IMPACT:

The fiscal impact includes attorney fees for review of the City Code and inspection process which are anticipated to be in the range of \$500.00, as well as costs for certified mailings to property owners with deficient sidewalks estimated at between \$500 to \$1,000.

RECOMMENDATION:

Approve Ordinance No. 05-O-2013-2014
1st Reading - January 20, 2014

2nd Reading - Febraury 3, 2014
3rd Reading - February 17, 2014

ATTACHMENTS:

Description	Type
📎 Updated sidewalk ordinance	Ordinance
📎 Sidewalk Zone Map	Map
📎 Sidewalk deficiencies	Backup Material
📎 Sidewalk Brochure	Backup Material
📎 Sidewalk Administrative Policy	Policy

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 1, SECTIONS 2, 3, 5, 8, 9, 10, 11, 12 AND 15 OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA FOR THE PURPOSE OF UPDATING THE PROVISIONS OF THE CITY CODE RELATING TO SIDEWALKS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA THAT THE FOLLOWING CODE SECTIONS ARE AMENDED AS SET FORTH HEREFTER.

Section 1. Section 10-1-2 is hereby amended by the addition of the following the text of this Section as it currently reads:

“If standards determined pursuant to the Americans with Disability Act (ADA) require construction to a higher standard, the ADA Standard shall apply.”

Section 2. Section 10-1-3 is hereby amended by the addition of the following sentence following the text of that Section as it currently reads:

“The Notice shall provide that the owner must obtain a permit to make such sidewalk improvements at such cost for the permit as is prescribed from time to time by resolution by the Council, and shall provide a time limit in which the construction of the sidewalk must be completed, and which time limit shall not be less than 120 days.”

Section 3. Section 10-1-5 is hereby amended by adding the language set forth hereafter immediately following the text of the Section as it currently reads:

“When the City assesses the cost of constructing a sidewalk across the property where no sidewalk has previously existed , the property owner may elect to make the payments in equal payments over a period of not more than four years plus interest at the rate of five percent.”

Section 4. Section 10-1-8 is hereby amended by deleting the word “Administrator” wherever it appears in this Section and substituting the term “Manager” in its place.

Section 5. Section 10-1-9 is hereby amended by deleting the language of the present Section and substituting the following language within its place:

“Section 10-1-9 Owner’s Responsibility On Receiving Notice To Repair.

Upon receipt of Notice to Repair Sidewalks, all homeowners shall, within sixty (60) calendar days thereafter, first obtain a permit from the Code Enforcement Officer and pay the charge for said permit. The Application for the permit shall include the name of the contractor purposed to do the repair or replacement, or alternatively, provide notice that the owner will personally do the work and provide the tentative date of the repairs and provide notice as to whether the owner intends to repair or replace the sidewalk.

Following the issuance of this permit and within the same sixty (60) day time frame set forth above, all sidewalk repair or replacement as required in the Notice to the property owner shall be completed. For good cause shown, the City Manager is hereby authorized to extend the period of time for completion of sidewalk repair or replacement beyond the sixty (60) day period for such additional period of time as the manager deems reasonable.”

Section 6. Section 10-1-10 is hereby amended by deleting the word “Administrator” wherever it appears and substituting the word “Manager” in its place. In addition, the following additional sentences shall be inserted at the end of Section 10-1-10 as follows: “Homeowners are given notice that if they fail to make the repairs required and if the City must then proceed, pursuant to this Section, to make the repair, it will be the policy of the City to make all repairs by removing the affected sections of the sidewalk and replacing them with new concrete notwithstanding that the homeowner might have pursued other possible remedies to bring the sidewalk into compliance. For assessments made pursuant to this Section, the property owner shall have the option of paying the assessment over a two (2) year period with interest at five percent (5%).

Section 7. Section 10-1-11 is hereby amended by deleting the language as it presently reads and substituting the following language in its place:

“Section 10-1-11 Appeal Of Notice To Repair Or Notice Of Assessment

Any property owner desiring to appeal a notice requiring the property owner to install and repair or replace sidewalk adjacent to or adjoining the owner’s property must file a notice of appeal with the City Clerk within five (5) days of receipt of the notice. The appeal shall be heard at the earliest possible date thereafter by three members of the City staff designated by the City Manager. In no case shall the appeal be heard by the City staff member who made the original inspection and determined the necessity of repairs. If the City makes the repairs required upon failure of the property owner to do so and thereafter files an assessment against the property, and the property owner desires to appeal that notice of assessment, the property owner shall file a notice of appeal with the City Clerk within ten (10) days following receipt of the notice of assessment. The appeal of the assessment shall be heard at the next regular council meeting following the receipt of the notice of appeal by the Clerk, and at the conclusion of the hearing on that property owner’s appeal, the Council shall either affirm, reverse or modify the original assessment order.”

Section 8. Section 10-1-13 is hereby amended by the deletion of the word “Administrator” wherever it appears in that Section and substituting the word “Manager” in its place.

Section 9. Section 10-1-15 is hereby amended by deleting the language of the current Section and substituting the following language in its place:

“Section 10-1-15 Municipal Infraction. A violation of any provision of this Chapter, specifically including the failure to obtain permits that are required by this Chapter or failure to pay the permit fee, shall constitute a municipal infraction subject to the penalties and alternative relief authorized by Title I, Chapter 20 of this Code and by Section 364.22 of the Code of Iowa.”

Section 10. This Ordinance shall be in full force and effect from and after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____, 2014.

Jon F. Kruse, Mayor

ATTEST:

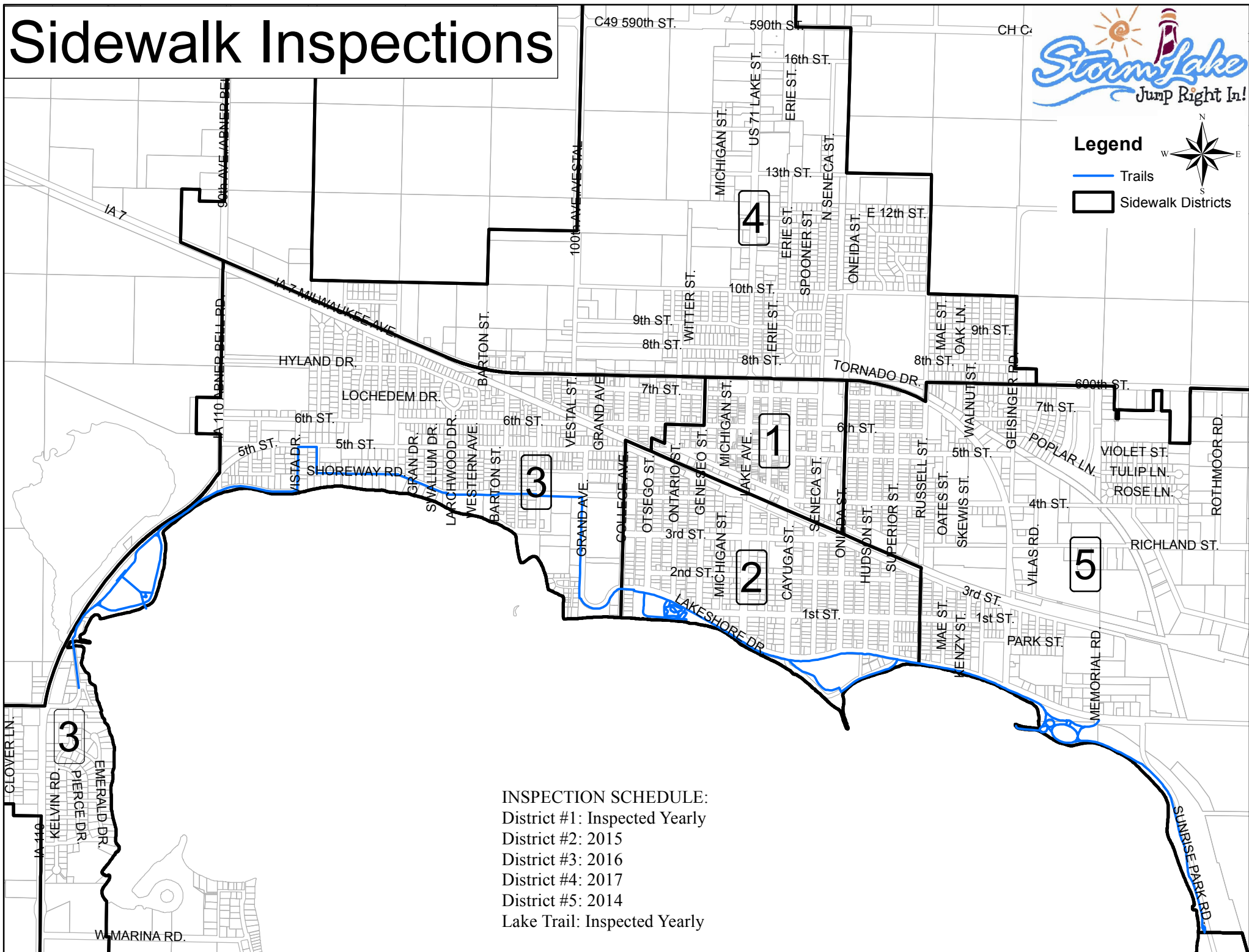
Justin Yarosevich, City Clerk

Sidewalk Inspections



Legend

-  Trails
-  Sidewalk Districts



INSPECTION SCHEDULE:

District #1: Inspected Yearly

District #2: 2015

District #3: 2016

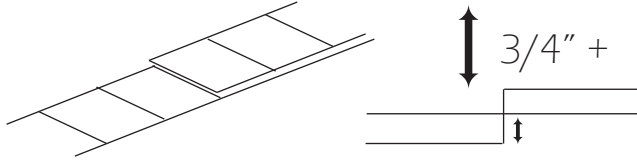
District #4: 2017

District #5: 2014

Lake Trail: Inspected Yearly

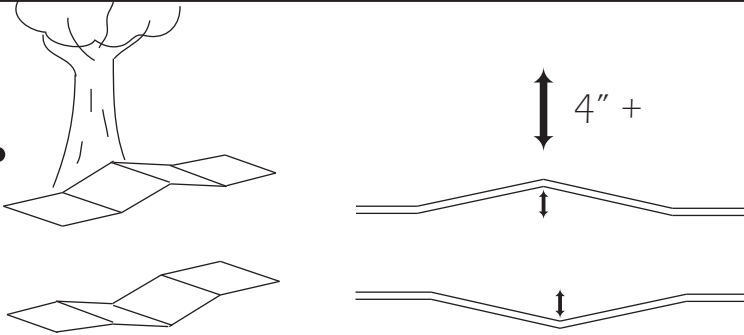
TYPE OF REPAIR

A.



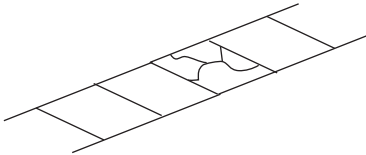
A vertical separation of $3/4"$ or more

B.



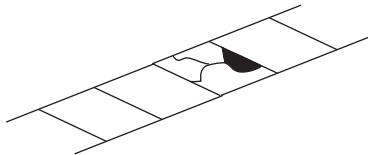
A deviation from the design or construction grade equal to $4"$ in a ten-foot section

C.



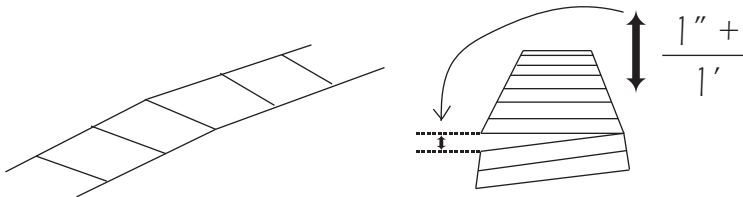
The sidewalk is cracked into 4 or more pieces per $4' \times 4'$ section, and sections have a vertical difference of $3/4"$ or more

D.



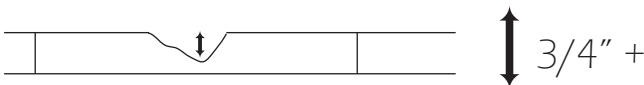
A part of the sidewalk is missing for the whole depth

E.



A side-to-side slope is greater than $1"$ per foot

F.



Holes or depressions $3/4"$ or more in depth

G.



A horizontal separation of $3/4"$ or more

SIDEWALK REGULATIONS

CONTACT FOR MORE INFORMATION

Building Official's Office

712.732.8002

buildingofficial@stormlake.org

www.stormlake.org/sidewalks



WHAT IS THE PURPOSE OF SIDEWALK REGULATIONS?

The intent of this program is to promote consistency in the inspection of sidewalks and to insure the best pedestrian and bicycle routes available within the community.

WHO PERFORMS THESE INSPECTIONS?

Inspections of sidewalks shall be performed by the City Code Enforcement Officer, the Assistant Infrastructure Superintendent, the Infrastructure Superintendent, and/or the Building Official.

INSPECTION REQUIREMENTS

Inspections of private properties within the city shall be done at least once every five (5) years. These inspections include identification of any violations or deficiencies in the sidewalk.

Inspectors record these deficiencies by **writing on the inspection report** as well as **highlighting the violations on the sidewalk** with paint.

Sidewalks will be inspected for the deficiencies listed on page 2.

WHAT DOES IT MEAN?

SIDEWALK:

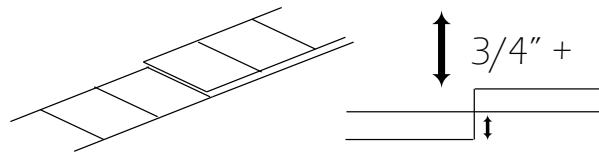
(in this document), the portion of sidewalk that is used for public pedestrian access.

Not sidewalks that are on private property (with the exception of a private sidewalk that is declared as public access sidewalk via an agreement or easement).



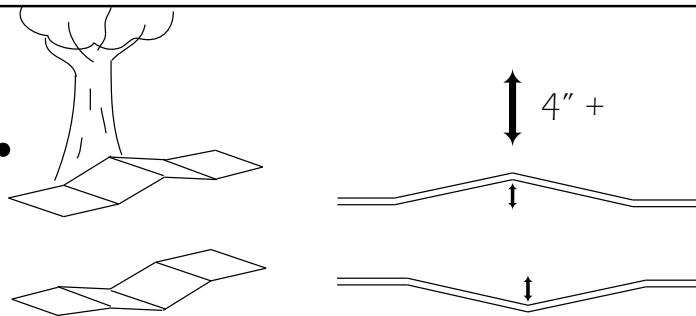
TYPE OF REPAIR

A.



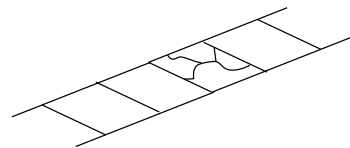
A vertical separation of 3/4" or more

B.



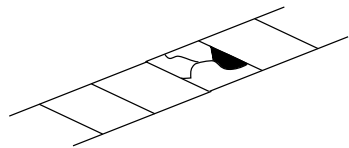
A deviation from the design or construction grade equal to 4" in a ten-foot section

C.



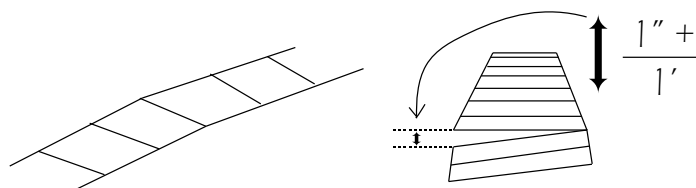
The sidewalk is cracked into 4 or more pieces per 4'x4' section, and sections have a vertical difference of 3/4" or more

D.



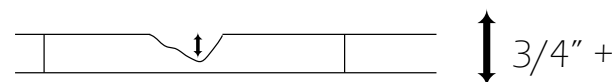
A part of the sidewalk is missing for the whole depth

E.



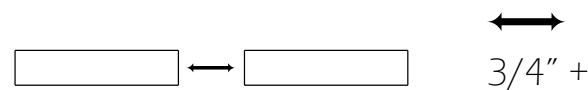
A side-to-side slope is greater than 1" per foot

F.



Holes or depressions 3/4" or more in depth

G.



A horizontal separation of 3/4" or more



WHAT DOES IT MEAN?

MUNICIPAL INFRACTION:

any act declared to be unlawful, an offense or a misdemeanor. It also includes any failure to perform any act or duty required by City Code. Municipal infractions can be charged for each day the issue is not resolved. First offense is a charge of **\$75.00**, second offense is a charge of **\$125.00**, and all other repeated offenses are **\$200.00**.

INSPECTION CYCLE

In April of each year, the City will notify the public of upcoming inspections by all of the following methods:

- local media
- social media
- City Tidbits Newsletter (included in monthly utility bill)
- the city's website, www.stormlake.org

Inspections begin when weather permits, but never later than May 1st. All inspections are completed before June 1st.

Following the inspection of sidewalks, the inspector turns in the completed inspection sheets into the Sidewalk Program Administrative Assistant. Notices are completed for each violation, and sent via certified mail.

SIDEWALK APPROACHES (CITY RESPONSIBILITY) SIDEWALK (PROPERTY OWNER RESPONSIBILITY)		N
HOME ADDRESS _____ _____		
STREET NAME: NOMBRE DE LA CALLE: PROPERTY LINE - LINEA DE LA PROPIEDAD PROPERTY LINE - LINEA DE LA PROPIEDAD FRONT OF HOME - FRENTE A LA CASA PROPERTY LINE - LINEA DE LA PROPIEDAD STREET NAME: NOMBRE DE LA CALLE:		
STREET NAME: NOMBRE DE LA CALLE: STREET NAME: NOMBRE DE LA CALLE:		

The notice that is mailed to the property owner after inspection contains the following:

- Notice of the right to appeal the findings of the inspection.
- Notice to obtain a "Sidewalk Repair Permit" from the Building Official's office prior to the work being done and to pay the permit fee as outlined in the City's current Fee Resolution
- Notice to repair the found deficiencies within 60 days of the date of the notice
- Notice that failure to repair the deficiencies will result in the work being done by the City of Storm Lake and assessed against the property including the permit fee and an administrative fee

MY SIDEWALK WAS NOT REPAIRED ON TIME. NOW WHAT?



For those properties where deficiencies that were found in the initial inspection are not repaired at the time of the follow up inspection, the Inspector shall submit to the City Clerk's office a report.

The City Clerk's office will prepare a "Notice to Public of Assessment" that is filed with the Buena Vista County Recorder's office and mailed to each property owner in violation.

The City will make sure the work is done, and the property owner will pay the cost of work and administrative fees (along with interest) with their tax bill over a maximum period of two years.

MY SIDEWALK WAS REPAIRED, BUT NO PERMIT WAS ISSUED. NOW WHAT?



For those deficiencies that have been repaired but no permit was issued, the City will invoice the property owner for the cost of the permit and provide 20 days in which to pay.

Failure to pay will result in a municipal infraction, which can be charged for each day the issue is not resolved.

..... COMPLAINTS

- Citizens may make complaints regarding the condition of sidewalks within the city of Storm Lake City limits.
- Complaints shall be made in writing (email is an acceptable form of writing for this purpose at buildingofficial@stormlake.org) to the City of Storm Lake, explaining the type of complaint that is being filed.
- Within five working days of the receipt of a complaint, the City shall have an inspector inspect the sidewalk and determine if the complaint is warranted or not. Complaints that are warranted shall be routed through the inspection process.

City of Storm Lake

Sidewalk Inspection Program

Administrative Policy

This policy is provided to provide guidance in how the City of Storm Lake Sidewalk Inspection Program shall be administered to ensure a fair and equitable process. Staff may recommend changes to the policy from time to time. All changes shall be reviewed by the City Manager and provided to the City Council for their review.

DEFINITIONS

The following general definitions are used throughout this administrative policy:

1. ADA Approach (Ramps) – ramps from the street level to the sidewalk level that are compliant with Americans for Disability Act utilizing the latest standards set by Federal and State governmental units.
2. Certified Mail – Mail sent via the US Postal Service Certified with a return receipt required.
3. Parcel Identification Number (PIN) – The number associated with the property for GIS purposes
4. Sidewalk – Sidewalk as used within this policy shall include the portion of sidewalk that is used for public pedestrian access and not sidewalk that is on private property (with the exception of private sidewalk that is on private property but is declared as public access sidewalk via an agreement or easement).
5. Sidewalk Approaches – the sections of sidewalk starting at the street level and moving up to a common “landing area”. The Sidewalk Approaches are considered, for the purposes of this policy, the responsibility of the City of Storm Lake to repair. Responsibility for maintenance including snow removal of the sidewalk shall be that of the property owner. The property owner shall also be responsible for removal of snow and ice from the Sidewalk Approaches.

ANNUAL REPORT

The Office of the Building Official shall provide an annual report to the City Manager and Storm Lake City Council which provides data on the previous year’s inspection process. The report shall be prepared in January of each calendar year showing the reporting period beginning January 1 and running through December 31 annually. The report shall include:

- The zones that were inspected during the year including a map showing what areas of the community the zones cover
- The number of inspections that were completed
- The number of properties that were found to be deficient
- The number of properties that were assessed for repair work
- The number of properties that were repaired by the property owner
- The number of appeals received and their outcomes

- A narrative report of the year in review including any major changes to the sidewalk inspection program, inspection highlights, and any suggestions for improvements to the program for future years

INSPECTION CYCLE

The inspection cycle for the Sidewalk Inspection Program shall be as follows:

In March of each year the Administrative Assistant assigned the responsibility of handling the processing for the program shall notify the inspections team, the City Clerk, and the City Manager of the zones that shall be inspected during the upcoming inspection cycle. The Administrative Assistant shall then prepare all inspection sheets for the upcoming inspection cycle. The inspection sheets shall be ready to go by March 31st annually.

Through the City's Communication Department, staff shall work to provide adequate notice of the upcoming inspections prior to the start of inspections on May 1st. Notice shall be provided in the manner in which staff believes is most beneficial including the following methods:

- Notification through the City's monthly newsletter "Tidbits"
- Notification through social media
- Notification through a press release sent to local media outlets
- Notification through the City's web page
- Other notification as deemed necessary

Inspections shall start no later than May 1st (or the 1st working day of May) of each calendar year. Inspections shall be completed within 20 working days but in no case later than June 1st of each calendar year.

Following the inspection of sidewalks the inspector shall turn the completed inspection sheets into the Sidewalk Program Administrative Assistant. The Administrative Assistant shall then prepare notices of violation for each property where a sidewalk infraction is found and shall send the notices via certified mail. The mailings shall be completed no later than June 10th of each calendar year.

The notice mailed to the property owner shall contain the following elements:

- Notice of the right to appeal the findings of the inspection. Appeals shall follow the process outlined in this policy.
- Notice to obtain a "Sidewalk Repair Permit" from the Building Official's office prior to the work being done and to pay the permit fee as outlined in the City's current Fee Resolution
- Notice to repair the found deficiencies within 60 days of the date of the notice
- Notice that failure to repair the deficiencies will result in the work being done by the City of Storm Lake and assessed against the property including the permit fee and an administrative fee

Sixty (60) days following the mailing of the notices the City shall inspect all those sidewalks found to be deficient in the original inspection time to determine if the deficiencies have been repaired or not. The inspector shall file in writing the findings of the inspection.

For those deficiencies that have been repaired but no permit was issued the Inspector shall file a written report to the finance office assistant that includes the Property Owner Name, Address, Mailing Address and Phone of the Property Owner, Date of Inspection and Date of follow up Inspection, and Parcel Identification Number to the Finance Department so that the Finance Department may bill the property owners for the Sidewalk Repair Permit fee. Property owners who have not made payment on the Sidewalk Repair Permit fee within twenty (20) days shall then be sent a Past Due Notice and a phone call shall be placed to the property owner giving them another ten (10) days in which to pay for the invoice prior to a municipal infraction being filed against the property.

For those properties where deficiencies that were found in the initial inspection are not repaired at the time of the follow up inspection the Inspector shall submit to the City Clerk's office a report including the following information:

- Property Owner Name
- Parcel Identification Number
- Details of the repairs that need to be made to correct the deficiencies including the length of sidewalk and the width of the sidewalk per property that needs to be replaced
- Address of the property
- Mailing address and phone of the property owner

The City Clerk's office shall prepare a "Notice to Public of Assessment" that shall be filed with the Buena Vista County Recorder's office and shall be mailed to each property that is found to still be in violation. This notice shall be recorded and mailed within ten days of receipt of the information from the Inspector.

The City's Clerk's office shall also prepare a bid document to be sent to local concrete contractors or those contractors who have filed and asked to receive the bid specifications for sidewalk work within 15 days of the receipt of the list from the inspector.

Upon receipt of the bids the City Clerk shall forward the low bidder to the City Council for award of a contract to proceed with the work so that at the latest the work is completed by May 1 of the following year.

In the event that the City of Storm Lake has an outstanding bid for sidewalk replacement work with a per foot price the City may choose to use that bid to accomplish this work.

Following the completion of the work by the contractor the City Clerk's office shall mail notice by Certified Mail to each property owner providing the owner with the option of making payment in full of the amount due and notifying them of the total amount to be assessed against their property and giving them the right to appeal the assessment within 15 days of the date of the letter.

Fifteen days after the mailing of the notices to property owners the City Clerk shall file the assessments with the Buena Vista County Treasurers Office.

In the event that an inspection reveals that a section of sidewalk was removed where sidewalk once existed, the City shall provide notice as required in the City Code and this policy to the property owner to replace the removed sidewalk. The property owner shall be given 120 days in which to repair. If the sidewalk is not repaired in that time frame the City shall proceed with having the sidewalk installed and

assessed to the property owner with the term of the assessment being a maximum assessment of four (4) years with 5% interest.

COMPLAINTS

Citizens may make complaints regarding the condition of sidewalks within the City of Storm Lake city limits. Complaints shall be made in writing (email shall be an acceptable form of writing for this purpose) to the City of Storm Lake. The complaint once received shall be logged into the City's Code and Contact Management system.

Within five working days of the receipt of a complaint the City shall have an inspector inspect the sidewalk and determine if the complaint is warranted or not. Complaints that are warranted shall be routed through the inspection process noted in this policy.

For complaints on sidewalks that are not part of the annual sidewalk inspection group the start date shall be the date of receipt of the complaint. Complaints received in the fall of the year shall be notified by normal US Mail and then re-inspected during the next cycle of inspection (regardless of if that specific location is within the zone being inspected) and, if not completed, shall follow the process outlined in the City Code and this policy along with the rest of the deficient sidewalks in the inspection zone.

All complaints shall have written documentation completed following the inspection and filed with the original complaint within the City's document management program within twenty days of the complaint being filed.

INSPECTIONS

Inspections of sidewalks shall be performed by the City Code Enforcement Officer, the Assistant Infrastructure Superintendent, the Infrastructure Superintendent, and/or the Building Official.

The intent of this program is to promote consistency in the inspection of sidewalks and to insure the best pedestrian and bicycle routes available within the community.

INSPECTION PROCEDURES/REQUIREMENTS

Inspections shall be done at least once every five (5) years for all properties within the city limits except the following:

- Central Business District – Shall be inspected annually
- City Owned and Maintained Trail and other City owned and maintained sidewalks– Shall be inspected annually

During the inspection, inspectors shall identify any violations to the sidewalk both in writing on the inspection report as well as on the sidewalk by painting the sidewalk deficiencies and any panels that need to be replaced.

Sidewalks shall be inspected for the deficiencies outlined in the current deficiencies guidelines.

City sidewalks that are found to be in need of repair shall be repaired and/or replaced within 60 days of the inspection date.

APPEALS

For the Sidewalk Inspection Program there shall be two types of appeals available as follows:

- Deficiency Appeal – the appeal of the occurrence of a deficiency as noted by the City inspector
- Assessment Appeal – the appeal of the amount of the assessment or the right to be assessed for the work

DEFICIENCY APPEAL

Property owners shall have the right under the Sidewalk Inspection Program to file an appeal to the City of Storm Lake regarding the occurrence of a deficiency as determined by the City's inspector. The property owner shall have the right to appeal to the City within five (5) days of the receipt of the certified notice of deficiency.

All appeals under this section shall be heard by a committee of three (3) City staff members who are knowledgeable of the City's Sidewalk Inspection Program. However, the appeal board shall not include the inspector who inspected the sidewalk.

The appeal must be made in writing including the name of the property owner, address of the property where the deficiency was noted, and complete contact information for the property owner including but not limited to mailing address, home phone, cell phone numbers and email address.

ASSESSMENT APPEAL

Property owner shall have the right under the Sidewalk Inspection Program to file an appeal to the City of Storm Lake regarding the assessment of the work done by the City to their property for failure to complete the work as required by the City Code. This shall include the right to appeal the amount of the assessment.

Under this appeal type the property owner shall have ten (10) days from the mailing of the notice of assessment to make the appeal. The appeal shall be scheduled to be heard by the Storm Lake City Council at the next available City Council Meeting provided that there is at least three working days prior to the Council meeting in which the appeal is filed. If the appeal is filed with three or less working days prior to the next Council Meeting the appeal shall be heard at the following regular City Council meeting.

Upon receipt of an appeal the Building Official shall notify the City Clerk to schedule an appeal hearing as outlined in this Administrative Policy.

In preparation for the appeal hearing the Building Official shall provide the appropriate appeal board with the original inspection report, a copy of the appeal, pictures of the existing sidewalk showing the deficiencies and a copy of the sidewalk inspections criteria. In the case of an Assessment Appeal the City

Clerk shall also provide copies of the notices sent to the property owner and the cost of the assessment and breakdown of the assessment amount for that property.

RECORDS RETENTION

All documents related to the City's Sidewalk Inspection Policy including inspection records shall be maintained for at least one complete inspection cycle (For example documents on property A shall not be destroyed until after the next following regular inspection for that same property) in paper format. All inspection reports, assessments, and certified notices shall be maintained in digital format in the City's document management system indefinitely.

All documents shall have on them the Parcel Identification Number (PIN) for GIS purposes and shall be filed by physical address of the property.

The Building Official's office shall be responsible to ensure compliance with this records retention policy.

Staff Summary

1/20/2014

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 53-R-2013-2014 Updating The City Fee Resolution**

BACKGROUND: Following discussion and provided that Council desires to move forward with the proposed changes to the Sidewalk Inspection Ordinance the City should consider updating the Fee Resolution to include the Sidewalk Repair Permit fee.

As noted in the discussion on the ordinance changes City staff has gone back and looked at the need to charge a fee for the obtaining of a Sidewalk Repair Permit and has determined that the City could opt to NOT charge a fee for this permit at the current time. Staff would like to see how the revised process and additional notification of the sidewalk inspections helps in terms of reducing the number of violations found and the number of properties that the City has to do the work for and assess the cost of the work over the next couple of years.

In the event that the new process doesn't work the City could then consider implementation of a fee for the permit.

Thus at this time the only change to the Fee Resolution is the addition of the Sidewalk Repair Permit Fee to the schedule at an actual fee of \$0.00. There are no other changes to the Fee Resolution at this time.

FISCAL IMPACT: With a proposed fee of \$0.00 for the Sidewalk Repair Fee there is no additional revenue expected. The cost of mailing out certified notices to all the property owners who are found to have deficiencies on their sidewalk is dependant on the number of properties found to be in violation but estimated to be between \$500 and \$1,000 in total costs. That cost would be covered by general fund revenues.

RECOMMENDATION: Adopt Resolution No. 53-R-2013-2014

ATTACHMENTS:

Description	Type
 Resolution No. 53-R-2013-2014	Resolution

RESOLUTION NO. 53-R-2013-2014

RESOLUTION SETTING FINES AND FEES

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA that the following schedule of fees are approved and effective as of the date of this resolution.

<u>Administration</u>	<u>Fee</u>	<u>Code Section</u>
Administrative Fee	\$30.00	
City Code Subscription (yearly)	\$50.00	
Garbage Truck Permits (per business)	\$100.00	3-1-5
Insufficient Check Fee	\$30.00	
New Friends List	\$10.00	
Peddlers Permit (1 Day)	\$25.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Peddlers Permit (1 Week)	\$75.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Solicitors Permit (per person)	\$2.00	4-3-6
Solicitors Permit (principal) (1 day)	\$25.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Solicitors Permit (principal) (1 week)	\$75.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Taxi Permit (Business)	\$100.00	4-5-3
Taxi Permit (per vehicle)	\$10.00	4-5-3
Cancel Permit Fee	\$25.00	
 <u>Airport (monthly fees)</u>		
Hangar A	\$65.00	
Hangar B	\$80.00	
Hangar C	\$95.00	
Hangar D	\$135.00	
Hangar E	\$150.00	
 <u>Building Official</u>		
Central Business District Bench & Flower Pot Permit	\$25.00	
Driveway Cut Inspection & Marking Only	\$30.00	
Driveway Cut < 18'	\$80.00	
Driveway Cut 24'	\$95.00	
Driveway Cut 34'	\$120.00	
ROW Temp Closure Permit	\$25.00	
Building Moving Permit (Per Bldg)	\$100.00	5-1-1
Demolition Permit	\$50.00	
Pool Inspection	\$20.00	8-8-11
Re-inspection Fee (after 1 per inspection)	\$35.00	
No Show Fee (per event)	\$50.00	
Rental Registration Fee – Yearly (July 1st – June 30th)		
Base Registration Fee (Structure and 1 unit)	\$15.00	5-8-9
Additional unit in excess of 1 (per unit)	\$7.00	5-8-9
Base Registration Fee (Structure and 1 unit) (proof of training)	\$10.00	5-8-9
Additional unit in excess of 1 (per unit) (proof of training)	\$5.00	5-8-9
Late Registration Fee	\$50.00	5-8-9
Property Maintenance Ordinance Appeal	\$150.00	Zoning Ord.

Variance Request	\$150.00	Zoning Ord.
Zoning Request	\$200.00	Zoning Ord.
Conditional Use	\$300.00	Zoning Ord.
Sidewalk Repair Permit Fee	\$0	

Building & Sign Permit Fees

Building & Sign Permit <\$1,200	\$22.02	5-2-2
Building & Sign Permit \$1,200-2,000		5-2-2
\$22.02 + \$2.88 for each additional \$100.00 over \$1,200		
Building & Sign Permit \$2,001-25,000		5-2-2
\$45.06+ \$9.16 for each additional \$1,000.00 over \$2,000		
Building & Sign Permit \$25,001-50,000		5-2-2
\$255.74 + \$6.22 for each additional \$1,000.00 over \$25,000		
Building & Sign Permit \$50,001-100,000		5-2-2
\$411.24+ \$4.15 for each additional \$1,000.00 over \$50,000		
Building & Sign Permit \$100,001 or more		5-2-2
\$618.74+ \$3.61 for each additional \$1,000.00 over \$100,000		
Temporary Sign Permit (14 days)	\$30.00	Zoning Ord.

Electrical Fees

For New Residences		5-4-9
Single Dwelling	\$38.00	
Duplex Dwelling	\$56.75	
Triplex Dwelling	\$75.50	
4-Plex Dwelling	\$113.00	
Multi Units Between 5 and 12	\$156.75	
Over 12 Units	\$156.75 plus	
	\$38.00each over 12	

For New Commercial or Industrial Buildings	
First \$5,000.00 at \$8.00 per/\$1,000.00 of cost	
Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost	
Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost	
Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost	
Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost	
All over \$25,000.00 at \$1.50 per/\$1,000.00 of cost	

For Rewiring, Repairs or Alterations on Residence, Commercial and Industrial Buildings	
\$100.00 to \$150.00 electric contract \$6.75	
\$151.00 to \$200.00 electric contract \$8.00	
\$201.00 to \$250.00 electric contract \$9.25	
\$251.00 to \$300.00 electric contract \$10.50	
\$301.00 to \$350.00 electric contract \$11.75	
\$351.00 to \$400.00 electric contract \$13.00	
\$401.00 to \$450.00 electric contract \$14.25	
\$451.00 to \$500.00 electric contract \$15.50	
\$501.00 to \$1,000.00 electric contract \$23.00	
\$1,001.00 to \$2,000.00 electric contract \$28.00	
All over \$2,001.00 \$28.00 plus \$1.50per \$100.00	

Plumbing Fees

For New Residences		5-3-10
Single Dwelling	\$38.00	
Duplex Dwelling	\$56.75	
Triplex Dwelling	\$75.50	
4-Plex Dwelling	\$113.00	
Multi Units Between 5 and 12	\$156.75	
Over 12 Units	\$156.75 plus \$38.00 each over 12	
For New Commercial or Industrial Buildings		
First \$5,000.00 at \$8.00 per/\$1,000.00 of cost		
Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost		
Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost		
Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost		
Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost		
All over \$25,000.00 at \$1.75 per/\$1,000.00 of cost		
For Repairs or Alterations on Residence, Commercial and Industrial Buildings		
\$100.00 to \$150.00 plumbing contract	\$6.75	
\$151.00 to \$200.00 plumbing contract	\$8.00	
\$201.00 to \$250.00 plumbing contract	\$9.25	
\$251.00 to \$300.00 plumbing contract	\$10.50	
\$301.00 to \$350.00 plumbing contract	\$11.75	
\$351.00 to \$400.00 plumbing contract	\$13.00	
\$401.00 to \$450.00 plumbing contract	\$14.25	
\$451.00 to \$500.00 plumbing contract	\$15.50	
\$501.00 to \$1,000.00 plumbing contract	\$23.00	
\$1,001.00 to \$2,000.00 plumbing contract	\$28.00	
All over \$2,001.00	\$28.00 plus \$1.50 per \$100.00	

Campground

Class A Site	\$25.00
(Lake View, Patio, Water, Sewer, Electric, Cable TV, Fire Pit)	
Class B Site	
(Patio, Water, Sewer, Electric, Cable TV, Fire Pit)	\$23.00
Class C Site	\$23.00
(Lake View, Patio, Water, Sewer, Electric, Fire Pit)	
Class D Site	\$21.00
(Patio, Water, Sewer, Electric, Fire Pit)	
Class E Site	\$19.00
(Water, Sewer, Electric)	
Class F Site	\$16.00
(Electric)	
Class G Site	\$11.00
(Tent)	
Group Discount's	
For Groups of 20 or more sites – 10% (non-holidays)	
For groups of 40 or more sites – 15% (non-holidays)	
Long Term Stay Rate	
Limited to Long Term Stay slots which include Water, Sewer, Electric	
Minimum 30 day stay paid in advance – 10% off	
Bundle of Wood	\$5.00
Extra vehicle/trailer above 2 (per day)	\$2.00
Visitor vehicles (per day/per vehicles)	\$2.00
Non-Campers Dump Station (per event)	\$4.50

Non-Camper Shower (per shower) \$4.00

Fire Department

False Alarm Fee (after 1) \$150.00 4-7-16
 Liquor License Inspection Fee \$50.00
 Fireworks Display (Mortar sizes from 1-3 inches) \$150.00
 Fireworks Display (Mortar size larger than 3 inches) \$250.00

Golf Course

Family Season Pass \$450.00
 Single Season Pass \$350.00
 College Season Pass \$105.00
 Junior Season Pass \$105.00
 Early Bird Specials (Valid from January 18th to Feb. 27, 2011)
 Family Season Pass \$375.00
 Single Season Pass \$275.00
 Electric Cart Storage \$230.00
 Gas Cart Storage \$190.00
 Locker Rent/yr \$20.00
 Golf Club Rental \$10.00
 Trail Fee (per day) \$10.00
 Pull Cart Rental \$3.00
 Trail Fee (year) \$100.00
 Punch Card \$11 per 9 holes (10 punches) \$110.00
 Punch Card Cart Rental \$8 per punch (10 punches) per 9 holes \$80.00
 Discount Tickets – per 9 holes \$10.00
 (sold in advance with minimum quantity of 50)
 Weekday 9 Holes \$15.00
 Weekday 18 Holes \$19.00
 Weekend 9 Holes \$19.00
 Weekend 18 Holes \$25.00
 Cart Rental 9 Holes \$10.00
 Cart Rental 18 Holes \$20.00
 Yearly Cart Rental \$200.00
 Hall Rental – Off Season Rate \$250.00
 Hall Rental – Peak Season Rate (Memorial Day to Labor Day) \$300.00
 Bar Set-Up Fee \$50.00
 Hall Rental - Friday Setup Fee \$100.00
 (valid only after 5:00pm Friday with following Sat. rental)
 Hall Rental (weekday 4hrs or less) \$75.00
 Group Golf Rates As Set by the Following Table

# Rounds Per Event	9 Holes	18 Holes
0-25	Regular Rates	Regular Rates
26-50	\$12.00 / Round	\$15.00 / Round
51-99	\$9.00 / Round	\$10.00 / Round
100+	\$8.00 / Round	\$9.00 / Round

Police

Administrative Fee \$30.00
 Alarm Business Permit Application \$75.00 4-7-6
 Alarm Business Permit Renewal \$75.00 4-7-9
 False Alarm Equip Malfunction (after 3) \$75.00 4-7-16

False Alarm	\$75.00	4-7-16
Building Escorts (per car)	\$75.00	5-1-3
Cat License – Not Neutered/Spayed (per year)	\$20.00	8-4-2
Neutered/Spayed (per year)	\$10.00	
Dog License – Not Neutered/Spayed (per year)	\$20.00	8-3-2
Neutered/Spayed (per year)	\$10.00	
Fingerprinting	\$10.00	
Impound/Storage Fee (per day)	\$30.00	8-6-5
Impound Storage Fee – felony related (per day)	\$50.00	
Parking Fine	\$15.00	9-11-4
Police Escort Fee – per hour, per unit	\$75.00	5-1-3

King's Pointe Outdoor Aquatic Center

Family Season Pass	\$249.00 265.00	
(up to 5 people, includes indoor waterpark during the Outdoor Season)		
Each Additional Family Member	\$30.00 45.00	
Family Pass Special #1	\$200.00 215.00	
(Valid December 1 st , 2010 thru February 28 th , 2011)		
Family Pass Special #2	\$225.00 240.00	
(Valid March 1 st , 2011 thru April 30 th , 2011)		
Single Season Pass (children and adults)	\$125.00	
Adult Resident Daily Pass (Age 12+)	\$8.00	
Child Resident Daily Pass (Age 4-11)	\$6.00	
Children (Age 4-11) Standard Pricing	\$12.00	
Adults (Age 12+) Standard Pricing	\$15.00	
Discount Tickets	\$10.00	
3 and under	free	
Swim Lessons	\$30.00	

Roadway Maintenance

Concrete Breaking (per sq ft)	\$2.50	
Concrete Sawing (per ft)	\$3.75	
Street Cuts (per sq yard of concrete)	\$37.00	

Sewer

Sewer Svc Permit & Connection Fee	\$150.00	3-2-4
Private Wastewater System Permit	\$50.00	3-2-3

Shelter House

Rental Fee - Mon. – Thurs., per side	\$55.00	
Rental Fee - Fri., Sat., & Sun., per side	\$80.00	
Damage Deposit – per side	\$50.00	

Water

Door Tag Fee	\$20.00	3-5-3
Meter Testing Fee (within 2%)	\$50.00	3-4-20
Shut Off – 8 AM to 3 PM	\$50.00	3-4-19 & 3-5-3
Shut Off – After 3 PM	\$75.00	3-4-19 & 3-5-3
Water Svc Permit & Connect Fee	\$150.00	3-4-5
Water Tapping Fee (per inch)	\$65.00	3-4-5
Outside City Limits Hook-up Fee	\$1,500.00	3-4-6
Combined Utility Deposit	\$160.00	

PASSED AND APPROVED this 20th day of January 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

1/20/2014

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: **Approval Of Flood Mitigation Fund Contract**

BACKGROUND: The City of Storm Lake had previously applied to the State of Iowa Homeland Security Department for their Flood Mitigation Fund Program in which the City would be able to capture growth in the State of Iowa portion of the Local Option Sales Tax in Storm Lake to help fund projects that would eliminate flooding in the community. The City's application covered three major projects as follows:

- East Central Storm Water Project
- North Central Storm Water Project
- Expansion Blvd. Storm Water Project

Since the announcement of the award to the City of Storm Lake, staff and the City Attorney have worked with the Iowa Department of Homeland Security to construct a contract that would outline the requirements of the State of Iowa and the City of Storm Lake for this program. That contract is attached and has been reviewed by the City Attorney.

FISCAL IMPACT: The agreement (and award) calls for state participation in the project through the use of State Local Option Sales Tax in the amount of \$4,083,060.42 over the period of twenty one years. The money from the state is only available if the City of Storm Lake sees a growth in sales tax dollars over the base year which will be determined a calendar year 2013.

RECOMMENDATION: Approve the Agreement with the State of Iowa

ATTACHMENTS:

Description	Type
 Flood Mitigation Fund Agreement	Contract

AGREEMENT
BETWEEN
THE FLOOD MITIGATION BOARD
AND
THE CITY OF STORM LAKE, IOWA

**APPROVING THE APPLICATION OF THE CITY OF STORM LAKE
FOR THE USE OF SALES TAX REVENUES
FOR THE STATE OF IOWA FLOOD MITIGATION PROGRAM
FOR THE STORM LAKE STORM WATER PROJECT**

NUMBER: 2013-0

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AGREEMENT

APPROVING THE APPLICATION OF THE CITY OF STORM LAKE FOR THE USE OF SALES TAX REVENUES FOR THE STATE OF IOWA FLOOD MITIGATION PROGRAM FOR THE STORM LAKE STORM WATER PROJECT

NUMBER: 2013-0

APPLICANT: CITY OF STORM LAKE, IOWA
620 ERIE STREET
STORM LAKE, IOWA 50588

PROJECT: STORM LAKE STORM WATER PROJECT

PROJECT COMPLETION DATE: December 31, 2015

THIS AGREEMENT approving the application of the City of Storm Lake for the use of sales tax revenues for the State of Iowa Flood Mitigation Program for the Storm Lake Storm Water Project is made by and between the Flood Mitigation Iowa Board and the City of Storm Lake, Iowa.

WHEREAS, the Flood Mitigation Program was established by the Iowa Legislature and the Governor of Iowa to support community projects for the construction and reconstruction of levees, embankments, impounding reservoirs, or conduits that are necessary for the protection of property from the effects of floodwaters and may include the deepening, widening, alteration, change, diversion, or other improvement of watercourses if necessary for the protection of such property from the effects of floodwaters; and

WHEREAS, the City submitted an Application (the Application) to the Flood Mitigation Board requesting approval for the use of sales tax revenues for the State of Iowa Flood Mitigation Program for the Storm Lake Storm Water Project (the Project). The Project includes of the following phases:

Phase	Description
1	East Central Storm Water Project
2	North Central Storm Water Project & E. 10 th Street
3	Expansion Blvd. Storm Water Project

WHEREAS, the Flood Mitigation Board found the Project to meet the requirements established for participation in the Flood Mitigation Program as set forth in Iowa Code chapter 418 and the administrative rules implementing the same; and

WHEREAS, the Flood Mitigation Board, on December 4, 2013, voted to approve the Application for construction of the Project, subject to the requirements set forth in Iowa Code chapter 418 and the administrative rules promulgated under it and subject to the terms and conditions herein and the execution of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Flood Mitigation Board and the City of Storm Lake agree to the following terms:

ARTICLE 1 THE PARTIES AND THE PROJECT

1.1 The Flood Mitigation Board (the Board) is a public instrumentality of the State of Iowa that was created by Iowa Code section 418.5 to organize, establish, oversee and approve the administration of the Flood Mitigation Program set forth in Iowa Code chapter 418. The Board's address is 7105 NW 70th Avenue/Camp Dodge/ Bldg. W-4/ Johnston, Iowa 50131.

1.2 The City of Storm Lake (City) is a municipality of the State of Iowa, organized and operating pursuant to the relevant statutes of the State of Iowa. Its address is 620 Erie St, Storm Lake, IA 50588.

1.3 The Project, as approved by the Board prior to the date hereof, includes the components set forth in more detail in the Application, which is incorporated herein.

1.4 The City shall be responsible for the financing, construction, operation and maintenance of the Project.

ARTICLE 2 AGREEMENT DURATION

This Agreement shall be in effect from the Agreement effective date through December 31, 2015.

ARTICLE 3 AGREEMENT ELEMENTS

This Agreement shall include as integral parts hereof:

- (a) Exhibit A – Application, including the Executive Summary and all exhibits thereto, as approved by the Board
- (b) Exhibit B – Schedule of Remittances
- (c) Exhibit C – Flood Mitigation Board Approval Order

Due to its size, Exhibit A will not be attached to this Agreement, but will be kept on file at the Board's offices in the form as originally filed with the Board. It shall, nevertheless, be considered an incorporated element of this Agreement.

ARTICLE 4 FUNDING

In addition to the moneys received pursuant to Iowa Code section 418.12, the City may deposit in the flood project fund any other moneys lawfully received by the City, including but not limited to local sales and services tax receipts collected under chapter 423B.

ARTICLE 5 APPROVAL OF USE OF SALES TAX REVENUES

The Board hereby approves the use of sales tax increment revenues under Iowa Code chapter 418 to the maximum amount of \$ 4,083,060.42, payable over the term of this agreement and pursuant to the schedule as set out in the attached Exhibit B, or as amended during the term of this Agreement, all in accordance with and subject to the terms and conditions of this Agreement, Iowa Code chapter 418, and applicable administrative rules.

ARTICLE 6 DISBURSEMENT/REMITTANCE

The City acknowledges that disbursement or remittance from the sales tax incremental fund by the Iowa Department of Revenue is governed by Iowa Code section 418.12 and Iowa Administrative Code ch. 701—238. The City further acknowledges that pursuant to Iowa Code section 418.4(3)(d), prior to any disbursement or remittance, the City must adopt a resolution authorizing the use of sales tax increment revenue and, within ten (10) days of adoption, provide a copy of the resolution to the Iowa Department of Revenue. The City shall also provide a copy of the resolution to the Board.

ARTICLE 7 TERMS AND CONDITIONS OF PARTICIPATION IN FLOOD MITIGATION PROGRAM

7.1 **USE OF FUNDS.** The City hereby agrees to cause the Project to be constructed and operated and to maintain the Project in accordance with the representations in this Agreement and all Exhibits hereto. The funds shall be used for constructing and financing the Project described in Exhibit A and as mandated by the laws and regulations governing the Flood Mitigation Program. The City shall allow the State of Iowa and its employees and agents to inspect the Project facilities at all times in order to audit, monitor and evaluate compliance with federal, state, and local law, as well as the terms of this Agreement.

7.2 **ACCOUNTING RECORDS.** The City shall maintain or be able to readily provide all books, records and all other financial documents pertaining to this Agreement and its involvement in the Flood Mitigation Program. These records shall be available for inspection and copying by the State of Iowa and its employees and agents at all times within the term of this Agreement and during the term of any extension thereof, and for three (3) full years from the expiration date.

7.3 **DOCUMENTATION.** Within thirty (30) days of receipt of a written request from the Board to the City, the City shall deliver to the Board: (i) copies of all agreements or documents relating to the Project, (ii) copies of all invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

7.4 **BONDS AND INSURANCE.** The City shall maintain in effect, with insurance companies of recognized responsibility, at its own expense, insurance and bonds to the extent required under Iowa law.

7.5 **NOTICE OF PROCEEDINGS.** The City shall promptly notify the Board of the initiation of any claims, lawsuits, bankruptcy proceedings or other proceedings brought against the City that could potentially adversely impact the Project.

7.6 **REPORTING OBLIGATIONS.** Pursuant to Iowa Code chapter 418, the City shall submit reports to the Board, including the following:

1. On or before December 15 of each year for the duration of this Agreement, the City shall submit to the board a report detailing all of the following:
 - a. The total expenditures and types of expenditures that have been made related to the project;
 - b. The amount of the total project cost remaining as of the date the report was submitted;
 - c. The amounts, types, and sources of funding being used; and
 - d. The amount of bonds issued, if any, or other indebtedness incurred for the project, including information related to the rate of interest, length of term, costs of issuance, and net proceeds. The report shall also include the amounts and types of moneys used for payment of such bonds or indebtedness.
2. No later than five (5) years from the date the Board approved the City's application, the City shall submit a report to the Board certifying the total amount of non-public investment, as defined in Iowa Code section 418.9(2)(d) that has occurred in the City's area as defined in Iowa Code section 418.11(3).
3. No later than ten (10) years from the date the Board approved the City's application, the City shall submit a second report to the Board certifying the total amount of non-public investment, as defined in Iowa Code section 418.9(2)(d) that has occurred in the City's area as defined in Iowa Code section 418.11(3).
4. Upon the completion of the Project, the City shall submit a final accounting and project report to the Board.

7.7 **COVENANTS OF THE CITY.**

1. **AFFIRMATIVE COVENANTS.** Throughout the term of this Agreement, the City covenants to the Flood Mitigation Board that:

A. **PROJECT WORK.** The City shall complete the Project by December 31, 2015. For the purposes of this section "complete" means the Project is fully constructed and operational.

B. **OPERATION AND MAINTENANCE.** The City shall operate, maintain, and support the Project at a professional level consistent with applicable industry standards.

C. CITY BONDS. The City shall comply with Iowa Code section 418.14 and all applicable administrative rules with respect to bond issuance.

2. NEGATIVE COVENANTS. Throughout the term of this Agreement, the City shall not, without prior written disclosure to the Board and prior written consent of the Board, directly or indirectly materially change the scope or use of the Project or the nature of the business and activities being conducted, or proposed to be conducted by the City, as described in Exhibit A, unless approved in writing by the Board.

7.8 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents, covenants, and warrants that the contents of the Application submitted by the City to the Flood Mitigation Board for funding is a complete and accurate representation of the City and the Project as of the date of submission and there has been no material adverse change in the organization, operation, fixed properties, key personnel or Project plan of the City since the date the City's Application was approved by the Board.

7.9 COMPLIANCE WITH LAWS AND REGULATIONS. The City shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of this Agreement and the Project, including, without limitation, the provisions of Iowa Code chapter 418, and the administrative rules promulgated under it.

7.10 GENERAL INDEMNIFICATION. The City shall, to the extent permitted by the laws and the Constitution of the State of Iowa, indemnify, defend and hold harmless the Board, the State of Iowa, its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims (including truces), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;
2. Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by the City of any representation or warranty made by City in this Agreement;
3. Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the City is required to insure against as provided for in this Agreement; and
4. Any claim, demand, action, citation or legal proceeding which results from an act or omission of the City or agents in its capacity as an employer of a person.

ARTICLE 8 NONCOMPLIANCE AND TERMINATION

8.1 NOTICE OF NONCOMPLIANCE. The City shall promptly notify the Board upon becoming aware of an actual or imminent Event of Noncompliance by the City.

8.2 EVENT OF NONCOMPLIANCE. Each of the following shall constitute an Event of Noncompliance:

1. MISREPRESENTATION OR INACCURATE REPRESENTATION. If at any time the Board determines, after the City is given notice and opportunity to be heard, that any representation, warranty, or statement made or furnished to the Board by, or on behalf of the City in connection with this Agreement or the Application was incorrect, false, misleading, or erroneous in any material respect when made or furnished, or if it becomes untrue due to some later occurrence, act, or omission following the Board's approval of the City's Application.
 2. NONCOMPLIANCE WITH PROVISION OF LAW. If the City fails to comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of this Agreement and the Project, including, without limitation, the provisions of Iowa Code chapter 418, and the administrative rules promulgated under it.
 3. NONCOMPLIANCE WITH PROVISION OF AGREEMENT. If the City fails to materially comply with this Agreement and its Exhibits.
 4. SCOPE OF PROJECT. If the City, directly or indirectly, materially changes the scope or use of the Project, or the milestones, or the nature of the business and activities being conducted, or proposed to be conducted, all as described in Exhibit A, unless the City first obtains Board approval to amend or modify the Project.
 5. MISSPENDING. If the City expends funds in contravention of the laws or rules restricting the use of Flood Mitigation funds or if the City expends such funds for purposes not described in this Agreement unless the City first obtains Board approval to amend or modify the Project.
 6. FAILURE TO COMPLETE. If the Scope of Project, as approved and/or amended by the Board, is not completed on or before December 31, 2015. For the purposes of this section "completed" means the Project is constructed and operational.
 7. FAILURE TO OPERATE, MAINTAIN, AND SUPPORT. If the City fails to operate, maintain, and support all property and improvements relating to the Project as set forth in Iowa Code section 418.15
- 8.3 CONSEQUENCES OF EVENT OF NONCOMPLIANCE. Upon the occurrence of an event of noncompliance, the Board may, after providing notice and an opportunity to be heard by the City, take any action in its sole discretion authorized by law, including, but not limited to rescinding its approval to the City's Application, terminating this Agreement, suspending further remittances to the City, or ordering the City to file with the Board a request to amend its Application and/or Project. The Board may, at its discretion, transmit a copy of such action to the Iowa Department of Revenue, which shall result in the suspension or termination of the City's right to receive any further remittances under Iowa Code chapter 418.
- 8.4 NOTICE TO THE CITY OF EVENT OF NONCOMPLIANCE. In lieu of any other remedy authorized by law, the Board may, in its sole discretion, provide the City notice of the event of noncompliance with instructions to cure the noncompliance within a period of time determined by the Board. The Board's decision to provide Notice of Event Noncompliance in no manner or respect inhibits the Board's ability to take any other action authorized by law in response to the event of noncompliance.

8.5 CITY INITIATED TERMINATION. If the City ceases to need the sales tax revenue prior to the conclusion of the Project or this Agreement, the City shall notify the Director of the Iowa Department of Revenue. The effect of such notification will be governed by Iowa Code section 418.15.

8.6 PROCEDURE UPON TERMINATION. If the Agreement is terminated by agreement of the parties, due to an Event of Noncompliance, disbursements may be allowed, in the discretion of the Board, for costs incurred prior to the date of termination if allowed under Iowa law.

ARTICLE 9 GENERAL PROVISIONS

9.1 BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the Board, the City, and their respective successors, legal representatives and assigns.

9.2 PUBLIC RECORD. This Agreement is a public record governed by Iowa Code chapter 22.

9.3 SURVIVAL OF AGREEMENT. Each provision of this Agreement shall be deemed to be severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement shall be declared invalid, the remaining provisions of the Agreement shall remain in full force and effect.

9.4 IMMUNITY. By entering into this Agreement, the State of Iowa and the Board are not waiving any immunity to suit or liability, in state or federal court.

9.5 MODIFICATION. Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged or terminated orally, but only as provided below:

1. WRITING REQUIRED. This Agreement may only be amended through written prior approval of the Board. Examples of situations where amendments are required include extensions for completion of the Project, changes to the Project including, but not limited to, alteration of existing approved activities, inclusion of new activities, or amendments to the schedule of remittances.

2. BOARD REVIEW. The Board will consider whether an amendment request is so substantial as to necessitate reevaluating the Board's approval of the Application. An amendment will be denied by the Board if it does not meet requirements set forth in Iowa Code Chapter 418 or Iowa Administrative Code chapter 605—14.

9.6 NOTICES. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or three (3) days after posting. The Board may rely on the addresses of the City as set forth heretofore.

9.7 FINANCIAL LIMITATION. It is agreed by the City that the Board shall not, under any circumstances, be obligated financially under this Agreement.

9.8 ENFORCEMENT EXPENSES. The City shall pay upon demand any and all reasonable fees and expenses of the Board relating to the successful enforcement of this Agreement, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Board under this Agreement.

9.9 HEADINGS. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

CITY OF STORM LAKE, IOWA

FLOOD MITIGATION BOARD

By: _____
Jon F. Kruse, Mayor

By: _____
Mark J. Schouten, Chair

Date: _____

Date: _____

Attest: _____
Justin Yarosevich, City Clerk

Date: _____

EXHIBIT A

**APPLICATION OF THE CITY OF STORM LAKE
FOR THE USE OF SALES TAX REVENUES
FOR THE STATE OF IOWA FLOOD MITIGATION PROGRAM
FOR THE STORM LAKE STORM WATER FLOOD MITIGATION PROJECT**

(On file with the Flood Mitigation Board)

EXHIBIT B

**SCHEDULE OF REMITTANCES OF THE CITY OF STORM LAKE
FOR THE USE OF SALES TAX REVENUES
FOR THE STATE OF IOWA FLOOD MITIGATION PROGRAM
FOR THE STORM LAKE STORM WATER FLOOD MITIGATION PROJECT**

CITY OF STORM LAKE Flood Mitigation Program	
SALES TAX USE PROJECTIONS	
YEAR	AMOUNT
2014	\$ -
2015	\$ 500.00
2016	\$ 54,324.00
2017	\$ 54,324.00
2018	\$ 54,324.00
2019	\$ 54,324.00
2020	\$ 238,210.00
2021	\$ 239,411.00
2022	\$ 242,433.00
2023	\$ 245,360.00
2024	\$ 248,192.00
2025	\$ 250,929.00
2026	\$ 253,571.00
2027	\$ 257,118.00
2028	\$ 259,553.00
2029	\$ 262,894.00
2030	\$ 266,124.00
2031	\$ 270,243.00
2032	\$ 273,236.00
2033	\$ 277,117.00
2034	\$ 280,873.42
2035	\$ -
TOTAL	\$ 4,083,060.42

EXHIBIT C

BEFORE THE FLOOD MITIGATION BOARD STATE OF IOWA

IN THE MATTER OF THE FLOOD	)	FINDINGS OF FACT AND
MITIGATION PROJECT APPLICATION OF	)	CONCLUSIONS OF LAW AND
THE CITY OF STORM LAKE FOR THE USE	)	DETERMINATION
OF SALES TAX REVENUES FOR THE STATE	)	
OF IOWA FLOOD MITIGATION PROGRAM	)	

TO: City of Storm Lake

STATEMENT OF THE CASE

The City of Storm Lake (hereinafter the "City") filed its Flood Mitigation Project Application and Project Plan (hereinafter the "Application") for the use of sales tax revenues for the State of Iowa Flood Mitigation Program for the Storm Lake Storm Water Project with the Iowa Flood Mitigation Board (hereinafter the "Board") on November 8, 2013. On November 21, 2013, the Board conducted a public meeting on the Application as required by law and accepted presentations by Iowa Homeland Security and Emergency Management Department and the City, oral and written public comment, and additional written material submitted by and other members of the public. On December 4, 2013, the Board reconvened and considered the City's Application for the use of sales tax revenues and the supporting documentation submitted by the City. After due consideration, the Board made the following findings of fact, conclusions of law and determination:

FINDINGS OF FACT

1. On November 8, 2013, the City filed with the Board the Application for the use of sales tax revenues for the State of Iowa Flood Mitigation Program for the Storm Lake Storm Water Project.
2. On November 21, 2013, the Board convened a meeting at 10:00 a.m. at the State Capitol, Room 102, Des Moines, Iowa. The Board conducted a public meeting on the City's request and accepted presentations by Iowa Homeland Security and Emergency Management Department and the City, oral and written public comment, and additional written material submitted by other members of the public.

3. On December 4, 2013, the Board convened a meeting at 1:00 p.m. at the State Capitol, Room 102, Des Moines, Iowa. The Board Chair accepted a motion that the Board approve the Application for the City filed with the Board on the eighth day of November, 2013. It was further moved that the Board approve the use of sales tax increment revenue to support the Application in a total amount not to exceed \$4,083,060.42, pursuant to a schedule set out in the Application. It was further moved that annual sales tax increment amounts shall be limited to the lesser of the state fiscal year annual projection submitted as a part of the approved Application for the City or the actual annual eligible tax increment as determined by the Iowa Department of Revenue. The motion to approve was seconded and the Board discussed the motion. The Board chair asked for a roll call vote and the Board voted 9-0 to approve the motion.

CONCLUSIONS OF LAW

1. The City is a governmental entity as the term is defined in Iowa Code § 418.1(4).
2. The City's proposed flood mitigation project meets the requirements as an eligible project type as defined in Iowa Code § 418.1(5).
3. The City has applied for and/or received approved federal financial assistance in an amount equal to at least twenty percent (20%) of the total cost of the project, or \$30 million, whichever is less, as required under the Iowa Code § 418.4(3)(b).
4. The City has agreed to provide a local match, when combined with the federal share, of a minimum of fifty percent (50%) of the total project cost as required under the Iowa Code § 418.9(2)(d).
5. The City's proposed flood mitigation project will result in nonpublic investment in the City's area, as defined in Iowa Code § 418.11(3), of an amount equal to at least fifty percent (50%) of the total cost of the flood mitigation project as required under the Iowa Code § 418.9(2)(d).
6. The Board has duly considered all other provisions of Iowa Code § 418.9 (2) (a) – (h).

ORDER

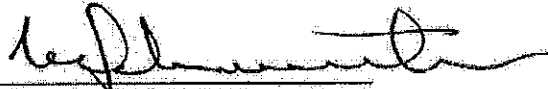
THEREFORE, IT IS ORDERED that pursuant to Iowa Code § 418.9 (4), the Board hereby approves the City's Application for the Storm Lake Storm Water Project and the use of the sales tax increment revenues under Iowa Code Chapter 418, not to exceed \$15 million in any one fiscal year or 70% of the total yearly amount of increased sales tax revenue in the

City's applicable area and deposited in the City's account; whichever is less, to the maximum amount of \$4,083,060.42.

This amount shall be payable over to the City pursuant to the schedule as set out in the City's Application. All this is in accordance with and subject to the terms and conditions of Iowa Code Chapter 418 and the administrative rules promulgated thereunder.

Dated this 4th day of December, 2013.

IOWA FLOOD MITIGATION BOARD

A handwritten signature in black ink, appearing to read 'Mark J. Schouten', written over a horizontal line.

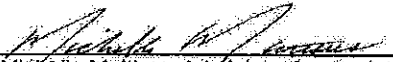
Mark J. Schouten, Chairperson

PROOF OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing instrument was served upon:

Justin Yarosevich
City of Storm Lake
620 Erie St.
Storm Lake, IA 50588

Said copy was mailed in an envelope addressed to them at the address shown above, with postage fully paid and by depositing same in a United States Post Office depository in Des Moines, Iowa, on the 8th day of January, 2014.


Michelle Matthes, Administrative Assistant

Staff Summary

1/20/2014

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: **Resolution No. 54-R-2013-2014 Authorizing The Use Of Sales Tax Increment Revenue From The City Of Storm Lake's Flood Project Fund**

BACKGROUND: The State of Iowa is requiring that the City adopt a resolution within 10 days of adoption of the contract that was just considered by Council (last agenda item).

The resolution attached to this staff summary was drafted by the City Attorney and was approved by the State of Iowa as meeting the requirement outlined in Article 6 of the contract.

The resolution provides for the use of sales tax increment revenue from our flood project fund.

FISCAL IMPACT: There is no fiscal impact to this resolution other than if the resolution is not passed within ten days of the approval of the agreement the City may not be able to utilize the state sales tax funds.

RECOMMENDATION: Adopt Resolution No. 54-R-2013-2014

ATTACHMENTS:

Description	Type
 Resolution No. 54-R-2013-2014	Resolution

RESOLUTION NO. 54-R-2013-2014

RESOLUTION AUTHORIZING THE USE OF SALES TAX INCREMENT REVENUE FROM THE CITY OF STORM LAKE'S FLOOD PROJECT FUND

WHEREAS, the City Of Storm Lake, Iowa (the "City") has entered into an Agreement with the Flood Mitigation Board of the state of Iowa Approving the Application of the City of Storm Lake for the Use of Sales Tax Revenues for the State of Iowa Flood Mitigation Program, specifically for the Storm Lake Storm Water Project, the number of which Agreement is 2013-0 (the "Agreement");

WHEREAS, under the provisions of Iowa Code Section 418.4(3)(d) and Article 6 of such Agreement, the City must adopt a resolution authorizing the use of sales tax increment revenue from the City's flood project fund and, within ten (10) days of adoption, provide a copy of the resolution to the Iowa Department of Revenue before any disbursement or remittance from the sales tax incremental fund by the Iowa Department of Revenue; and

WHEREAS, under the provisions of said Article 6, the City is also required to provide a copy of the resolution to the Flood Mitigation Board of the state of Iowa.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The use of sales tax increment revenue from the City's flood project fund pursuant to the provisions and limitations of the Agreement and state law is hereby authorized.
2. The City Clerk is directed to provide a copy of this resolution, within ten (10) days of its adoption, to the Iowa Department of Revenue and the Flood Mitigation Board of the state of Iowa.

PASSED AND APPROVED this 20th day of January, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

1/20/2014

Agenda Item # 18.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Ordinance No. 06-O-2013-2014 Providing For Collection Of Incremental Taxes - McDonalds Parcel**

BACKGROUND: McDonalds recently constructed a new facility in Storm Lake and within the Storm Lake Urban Renewal Area North #1 - Bargloff Urban Renewal Area. The facility was constructed on vacant land that was previously owned by the Storm Lake Community School District.

As part of the Bargloff TIF or Urban Renewal Area the City must pass an ordinance instructing the collection of incremental taxes on the parcel and setting a base valuation year for the parcel in order to collect the taxes and utilize the taxes to pay for improvements in the Urban Renewal Area.

The Ordinance would set January 1, 2013 as the base valuation for the parcel and any growth in valuation over the valuation placed on January 1, 2013 would then be captured from all taxing entities (with the exception of the School District Property Plant and Equipment Levy, and all jurisdictions Debt Services Levies) for a maximum period of 20 years, provided the City has certified debt against the district.

The City has taken the stance of only passing TIF Ordinances on individual parcels within the Bargloff area to ensure that the other taxing entities are still allowed some growth from the area over the time of the Urban Renewal Area. This ordinance would only set the base value and provide for collection of taxes on the growth in valuation for the McDonalds parcel.

FISCAL IMPACT: The McDonalds parcel will have a base value set at the January 1, 2013 assessed value of \$209,000 which was just the value for the land. The January 1, 2014 value is anticipated to be approximately \$1,070,490.00.

Based on a growth in valuation of \$861,490.00 the city could receive additional tax revenue in the Bargloff Urban Renewal Area of \$29,792 (all is subject to the final assessed value and tax

levies).

RECOMMENDATION:

Adopt Ordinance No. 06-O-2013-2014
1st Reading - January 20, 2014
2nd Reading - February 3, 2014
3rd Reading - February 17, 2014

ATTACHMENTS:

Description

Type

 [Ordinance No. 06-O-2013-2014](#)

Ordinance

ORDINANCE NO. 06-O-2013-2014

Field Cod

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON CERTAIN PROPERTY LOCATED WITHIN THE STORM LAKE URBAN RENEWAL AREA 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 STORM LAKE URBAN RENEWAL AREA NORTH #1 - BARGLOFF URBAN RENEWAL AREA (MCDONALD'S 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 Storm Lake Urban Renewal Area North #1 - Bargloff Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the property owned by Vermeulen Properties 5 LLC (the McDonald's Parcel) located within the area. The McDonald's Parcel is legally described as follows:

The East Two Hundred Ninety-Five and Nine Tenths feet (E. 295.90') of Block Sixty-Three (63), First Addition to the City of Storm Lake, Buena Vista County, Iowa.

Parcel #1403202007; and

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 McDonald's Parcel in the Urban Renewal Area, 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 McDonald's 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 (the McDonald's 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 McDonald's 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 entire 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 (the McDonald's Parcel) 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 McDonald's Parcel) exceeds the total assessed value of the taxable property in the Urban Renewal Area (the McDonald's 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 McDonald's 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 (the McDonald's 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 as described above (the McDonald's Parcel). 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 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 _____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2014

Read Second Time: _____, 2014

Read Third Time: _____, 2014

PASSED AND APPROVED: _____, 2014.

I, _____, City Clerk of the City of Storm Lake, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2014, signed by the Mayor on _____, 2014, and published in the Storm Lake Times on _____, 2014.

City Clerk, City of Storm Lake, State of Iowa

(SEAL)

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