

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JANUARY 6, 2014
5:00 PM**



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

AGENDA

1. Hear the Public
2. Consent Agenda
 - A. **Approve Consent Agenda**
 - B. **Buy Local Information**
 - C. **Approval Of Easements**
3. **Resolution No. 49-R-2013-2014 Approving A Management Agreement With The Iowa Department Of Natural Resources**
4. **Motion Approving The Storm Lake Marina Operator Contract**
5. **Resolution No. 50-R-2013-2014 Setting Public Hearing For Sale Of Land**
6. **Motion Approving Amendment To City Manager Contract**
7. **Motion Approving Contract With CTS For Soil Borings On North Central Storm Water Project**
8. **Motion Authorizing Approval Of Contract With Price Preservation Research For Historical Survey For Downtown Facade Revitalization Project**
9. **Study Session - Proposed Amendments To Title 10, Chapter 1, Of The Storm Lake City Code Regarding Sidewalks**
10. **Motion To Go Into Closed Session Reference Iowa Code Chapter 21.5 (j) To Discuss The Purchase Of Property**
11. 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

1/6/2014

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
- Approve Council Minutes - December 12, 2013 (Special); December 16, 2013
- Approve new beer permit for Ahuachapan Restaurant located at 411 W Milwaukee Ave
- Approve native wine permit for Hy-Vee and Daily Apple
- Approve water line easement with Saul Cortez, Manasota Key, and Lakes Investment Group for the new Pizza Ranch

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$547,579.98
- King's Pointe Bills - \$160,728.30
- Sunrise Pointe Golf Course Bills - \$1,889.93

The City will receive the following revenues:

- New Beer Permit - \$300.00

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 - December 12, 2013 Special Co. Mtg	Minutes
 Minutes - December 16, 2013	Minutes
 Ahuachapan Restaurant Application	Backup Material

UNAVAILABLE

AFLAC	PR Batch 00553.12.2013 Aflac Pretax	50.17
AFLAC	PR Batch 00553.12.2013 Aflac After tax	54.06
AFLAC	PR Batch 00554.12.2013 Aflac Pretax	418.88
AFLAC	PR Batch 00554.12.2013 Aflac After tax	79.50
AFLAC	PR Batch 00551.01.2014 Aflac Pretax	50.17
AFLAC	PR Batch 00551.01.2014 Aflac After tax	54.06
City of Storm Lake	PR Batch 00551.01.2014 Dental insurance employee c	1.06
City of Storm Lake	PR Batch 00551.01.2014 Dental employee/spouse	8.68
City of Storm Lake	PR Batch 00551.01.2014 Dental insurance family	32.27
City of Storm Lake	PR Batch 00551.01.2014 125 Flexible Benefits	259.57
City of Storm Lake	PR Batch 00551.01.2014 Flex- Child Care	20.83
City of Storm Lake	PR Batch 00551.01.2014 Health Insurance Family	587.80
City of Storm Lake	PR Batch 00551.01.2014 Health Insurance Single	22.92
City of Storm Lake	PR Batch 00554.12.2013 Dental employee/child	8.46
City of Storm Lake	PR Batch 00554.12.2013 Dental insurance employee c	14.70
City of Storm Lake	PR Batch 00554.12.2013 Dental employee/spouse	18.00
City of Storm Lake	PR Batch 00554.12.2013 Dental insurance family	102.00
City of Storm Lake	PR Batch 00554.12.2013 125 Flexible Benefits	570.14
City of Storm Lake	PR Batch 00554.12.2013 Flex- Child Care	173.08
City of Storm Lake	PR Batch 00554.12.2013 Health Insurance Family	2,009.16
City of Storm Lake	PR Batch 00554.12.2013 Health Insurance Single	377.23
City of Storm Lake	PR Batch 00553.12.2013 Dental insurance employee c	1.06
City of Storm Lake	PR Batch 00553.12.2013 Dental employee/spouse	8.68
City of Storm Lake	PR Batch 00553.12.2013 Dental insurance family	32.27
City of Storm Lake	PR Batch 00553.12.2013 125 Flexible Benefits	244.75
City of Storm Lake	PR Batch 00553.12.2013 Health Insurance Family	604.60
City of Storm Lake	PR Batch 00553.12.2013 Health Insurance Single	24.04
Collection Services Center	PR Batch 00553.12.2013 Child Support Payments to I	325.00
Collection Services Center	PR Batch 00554.12.2013 Child Support Payments to I	619.38
Collection Services Center	PR Batch 00551.01.2014 Child Support Payments to I	325.00
Conseco Health Insurance Co	PR Batch 00554.12.2013 Cancer Pre Tax Insurance	58.30
EFTPS	PR Batch 00554.12.2013 Federal Income Tax	9,303.51
EFTPS	PR Batch 00554.12.2013 FICA Employee Portion	3,618.22
EFTPS	PR Batch 00554.12.2013 FICA Employer Portion	3,618.22
EFTPS	PR Batch 00554.12.2013 Medicare Employee Portion	1,348.78
EFTPS	PR Batch 00554.12.2013 Medicare Employer Portion	1,348.78
EFTPS	PR Batch 00551.01.2014 Federal Income Tax	4,206.67
EFTPS	PR Batch 00551.01.2014 FICA Employee Portion	1,794.61
EFTPS	PR Batch 00551.01.2014 FICA Employer Portion	1,794.61
EFTPS	PR Batch 00551.01.2014 Medicare Employee Portion	508.44
EFTPS	PR Batch 00551.01.2014 Medicare Employer Portion	508.44
EFTPS	PR Batch 00553.12.2013 Federal Income Tax	3,998.13
EFTPS	PR Batch 00553.12.2013 FICA Employee Portion	1,841.26
EFTPS	PR Batch 00553.12.2013 FICA Employer Portion	1,841.26
EFTPS	PR Batch 00553.12.2013 Medicare Employee Portion	528.52
EFTPS	PR Batch 00553.12.2013 Medicare Employer Portion	528.52
ICMA Retirement Trust 457	PR Batch 00553.12.2013 ICMA	950.00
ICMA Retirement Trust 457	PR Batch 00553.12.2013 ICMA City Paid	479.02
ICMA Retirement Trust 457	PR Batch 00553.12.2013 ICMA City paid for Police	424.91
ICMA Retirement Trust 457	PR Batch 00551.01.2014 ICMA	950.00
ICMA Retirement Trust 457	PR Batch 00551.01.2014 ICMA City Paid	479.18
ICMA Retirement Trust 457	PR Batch 00551.01.2014 ICMA City paid for Police	424.91
ICMA Retirement Trust 457	PR Batch 00554.12.2013 ICMA	985.00
Iowa Public Employees	PR Batch 00554.12.2013 IPERS	3,587.88
Iowa Public Employees	PR Batch 00554.12.2013 IPERS City Share	5,384.73
Iowa Public Employees	PR Batch 00551.01.2014 IPERS	1,403.11
Iowa Public Employees	PR Batch 00551.01.2014 IPERS City Share	2,105.86

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

Checks for Approval Report

From: 12/17/13 To 01/06/14
User: tyler.gibbins

Iowa Public Employees	PR Batch 00553.12.2013 IPERS	1,447.74
Iowa Public Employees	PR Batch 00553.12.2013 IPERS City Share	2,172.83
ITT Hartford AMS RPVA	PR Batch 00554.12.2013 457 Hartford	325.00
Muni Fire/Police Retire	PR Batch 00554.12.2013 Muni Police/Fire Pension	2,930.14
Muni Fire/Police Retire	PR Batch 00554.12.2013 Muni Police/Fire Pension Ci	9,388.94
Muni Fire/Police Retire	PR Batch 00551.01.2014 Muni Police/Fire Pension	521.22
Muni Fire/Police Retire	PR Batch 00551.01.2014 Muni Police/Fire Pension Ci	1,670.13
Muni Fire/Police Retire	PR Batch 00553.12.2013 Muni Police/Fire Pension	521.22
Muni Fire/Police Retire	PR Batch 00553.12.2013 Muni Police/Fire Pension Ci	1,670.13
SANCHEZ ALICIA	Refund Check	160.00
Teamsters Local Union 554	PR Batch 00554.12.2013 Union Dues	254.00
Treasurer State Of Iowa	PR Batch 00554.12.2013 State Income Tax	3,546.05
Treasurer State Of Iowa	PR Batch 00551.01.2014 State Income Tax	1,804.04
Treasurer State Of Iowa	PR Batch 00553.12.2013 State Income Tax	1,765.82

UNAVAILABLE	Department Total =	89,295.65
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Police Department

BV Rifle & Pistol Club	Frames for Targets	100.00
City Directory Inc	City Directory- Advertising	334.26
City of Storm Lake	Health Ins Allocations Jan2014	20,830.60
Cole Chris J	U-VISA Training- Cole- Lincoln- Mileage	28.89
Fitzpatrick Auto Center	Battery for P-10	62.31
Graffix, Inc	SLPD White Mocks	96.60
Graham Tire	New Tires (4) for P-11	475.76
Hy-Vee, Inc	Supplies	23.97
Intoximeters Inc	Mouthpieces & Drygas	342.00
Iowa Office Supply Inc	Copier Maintenance	98.67
Jack's Uniforms & Equipment	Gloves (2)- Cook	53.94
Jack's Uniforms & Equipment	Nelson- Uniform	1,339.71
Jack's Uniforms & Equipment	Name Plate- Lundberg	21.00
Jack's Uniforms & Equipment	Pant- Zipper Fly- Cooke	59.90
Med-Tech Resource Inc	Defibrillator Batteries (2)	593.39
Nepple Electric Inc	Replace Lamp in Parking Lot	81.35
ProElect/Professional Electronics	Service call for phone repairs and installation for- Nel	191.29
Trinity Corporate Health Services	MRO for Nelson's Physical	19.50
Wal Mart #01-1526	Pump Gauge	16.96
Wal Mart #01-1526	Pencil & Latch Box	5.88
Wal Mart #01-1526	Christmas Cards	14.91
Wide Open West	Phone Service December 2013	322.20
Younie Matthew W	Uniform Alterations 12/3/2013	13.91

Police Department	Department Total =	25,127.00
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Fire Department

Arnold Motor Supply, LLP	Connector	4.89
Arnold Motor Supply, LLP	Switch/KT-Pack Engine 75	18.47
Bomgaars Supply, Inc	Dust Mask (3), Batteries	45.96
Buena Vista Regional Medical Center	Occupational Health & Stress/Palm- Benedict- 11/22/2	470.00
Buena Vista Regional Medical Center	X-Rays- Benedict- 11/20/2013	470.00
City of Storm Lake	Health Ins Allocations Jan2014	1,912.64
Iowa Office Supply Inc	Toner	87.29
Jack's Uniforms & Equipment	Lights, Siren, Brackets, Control Box, Misc Equip Truc	2,614.22
Larson Oil & Distributing Co, Inc	Kerosene	51.67
Midwest Breathing Air LLP	Quarterly Air Test 12/17/2013	146.40
Trimark Physicians Group	Patient ID# 3184363- Physical- Benedict	284.00
Trimark Physicians Group	Patient ID#3944378- Physical Nebitt	284.00

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Wide Open West	Phone Service December 2013	55.58
Fire Department		Department Total = 6,445.12
Building Official		
City Directory Inc	City Directory- Advertising	111.42
City of Storm Lake	Health Ins Allocations Jan2014	2,147.52
International Association of Electrical Inspectors	FY 2014 NEC & Tabs	18.00
International Code Council	2012 IPMC Commentary	45.00
International Code Council	Chaska Conference 2014	532.00
Iowa Assoc of Bldg Officials	2014 Seminar Registration- Olesen	200.00
Wide Open West	Phone Service December 2013	83.36
Building Official		Department Total = 3,137.30
Animal Care		
St Paul Stamp Works	Animal Tags	91.96
Animal Care		Department Total = 91.96
Law Enforcement		
Buena Vista Co Attorney	Case s113-1198 & Expenses	794.55
Buena Vista Co Attorney	Case s113-1843 & Expenses	22.50
Buena Vista Co Attorney	Case s113-1483 Expenses	15.50
Custodian of Petty Cash- Mark Prosser	Drug Buy Money Dec 26, 2013	2,000.00
Electronic Engineering	Earpieces (15)	313.85
Iowa Dept of Justice Attorney General's Office	Forfeited from Case s113-1198	351.10
Iowa Dept of Justice Attorney General's Office	Forfeited from Case s113-1843	10.00
Law Enforcement		Department Total = 3,507.50
Roadway Maintenance		
Arnold Motor Supply, LLP	Switch	4.59
Arnold Motor Supply, LLP	Purple Pwr (18)	70.02
Bolton & Menk, Inc	10th Street Engineering Services	62.50
Bomgaars Supply, Inc	Replacement Bulbs	2.29
Bomgaars Supply, Inc	Hose Mender	6.65
Bomgaars Supply, Inc	Tool Box	149.99
Buena Vista Co Engineer	750 Tons Class B Gravel @ \$4.55/ton	3,412.50
City Directory Inc	City Directory- Advertising	55.70
City of Storm Lake	Health Ins Allocations Jan2014	4,875.71
City of Storm Lake	Engine Serviced #T-3	45.38
Graham Tire	New Tires (2) for 2008 Dodge Ram 3500	405.38
Hunzelman Putzier Company	FY2013 Audit Progress Billing through 11/29/2013	278.18
I&S Group, Inc.	Legal Notice in Newspaper- Storm Lake Times	18.88
Iowa Office Supply Inc	Copier Maintenance	20.84
Iowa State University	2014 Work Zone Safety Workshop- Nebitt	90.00
Iowa State University	2014 Work Zone Safety Workshop- Collins	90.00
Kolbeck Inc	Wood Grinding at Recycle Center	6,325.00
Kolbeck Inc	Wood Grinding at Wal-Mart	2,475.00
NW Iowa Planning & Development Commission	SHIELD Fiscal Year 2014 3rd Draw	333.33
Vermeer Sales & Service Inc	Cutter Tooth	479.46
Wal Mart #01-1526	Christmas Light Bulbs	4.90
Wal Mart #01-1526	Coffee	47.88
Wide Open West	Phone Service December 2013	51.71

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Zee Medical Inc	First Aid Supplies	99.45
Roadway Maintenance		Department Total = 19,405.34
Street Lighting		
MidAmerican Energy Company	Xmas Lights- Nov/Dec 2013	287.50
Street Lighting		Department Total = 287.50
Snow Removal		
City of Storm Lake	Health Ins Allocations Jan2014	1,716.60
Hallett Materials	Ice Control Sand	1,125.65
Hallett Materials	Ice Control Sand	445.81
Iowa Dept of Transportation	Snow Fence & Wire	957.66
Iowa Dept of Transportation	Snow Fence	1,354.68
Snow Removal		Department Total = 5,600.40
Airport		
Ascent Aviation Group, Inc.	Monthly Dial Fee- December 2013	46.00
Ascent Aviation Group, Inc.	Monthly Dial Fee- January 2014	46.00
Bart's Flying Service	Airport Contract- December 2013	4,895.00
Bolton & Menk, Inc	Runway 13/31 Prelim Design Services	5,587.50
Fairchild Communications Inc	2nd Quarter Maintenance Oct 1, 2013 to January 1, 20	135.00
Iowa Lakes Regional Water	Water Service- December 2013	52.62
MS Door Service Ltd	Pest Management Services- November 2013	45.00
QT Technologies, LLC	Shipping	15.45
Airport		Department Total = 10,822.57
Library		
City Directory Inc	City Directory- Advertising	55.71
City of Storm Lake	Health Ins Allocations Jan2014	4,499.41
Wide Open West	Phone Service December 2013	-357.76
Library		Department Total = 4,197.36
Agencies		
Witter Gallery Inc	3rd Quarter FY2013-2014 Agreement	3,250.00
Agencies		Department Total = 3,250.00
Parks Department		
Arnold Motor Supply, LLP	Park Restroom Supplies	6.38
Arnold Motor Supply, LLP	Lamp- Tool Cat	1.29
Arnold Motor Supply, LLP	Oil Filter (3)- Tool Cat, Jae, & Toro	19.31
Arnold Motor Supply, LLP	Oil Filter- Tool Cat, Jae, & Toro	7.19
Arnold Motor Supply, LLP	Battery	81.90
Arnold Motor Supply, LLP	Tune Up	38.88
Arnold Motor Supply, LLP	Returned Park Restroom Supplies	-3.18
Bomgaars Supply, Inc	Equipment Spray Paint	5.49
City of Storm Lake	Health Ins Allocations Jan2014	1,895.86
Electronic Engineering	Battery & Shipping	63.00

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Wide Open West	Phone Service December 2013	37.03
Zee Medical Inc	First Aid Supplies	56.64

Parks Department

Department Total = 2,209.79

Golf Course

Arnold Motor Supply, LLP	Tune Up	38.88
Arnold Motor Supply, LLP	Supplies for the Shop	4.77
Arnold Motor Supply, LLP	Oil & Air Filter for 3250 Toro	21.98
Arnold Motor Supply, LLP	Air Filter	32.39
Arnold Motor Supply, LLP	Hydraulic Filter	16.95
Bomgaars Supply, Inc	Gas Nozzle	21.99
City of Storm Lake	Health Ins Allocations Jan2014	543.02
Reinert Michael P	Bolts	12.44

Golf Course

Department Total = 692.42

Campgrounds

Arnold Motor Supply, LLP	Oil filter & Oil	25.31
Arnold Motor Supply, LLP	Oil for Polaris	20.76
City of Storm Lake	Health Ins Allocations Jan2014	181.01
Inquirehire	Background Checks	46.00
ProBuild	Treated Wood for Picnic Tables	262.50
Wide Open West	Cable Services December 2013	69.77

Campgrounds

Department Total = 605.35

Awaysis

Tometich Engineering, Inc	Engineering Services	1,700.00
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Awaysis

Department Total = 1,700.00

UNAVAILABLE

Bomgaars Supply, Inc	Lazy River Test Plugs	3.99
Bomgaars Supply, Inc	Test Plugs (5) & Fasteners	25.85
Stanton Electric, Inc	Installed Water Pump Control Box	152.66
Utility Equipment Co	Clamps for Lazy River	77.79

UNAVAILABLE

Department Total = 260.29

Economic Develop

City Directory Inc	City Directory- Advertising	55.71
City of Storm Lake	Health Ins Allocations Jan2014	927.42
I&S Group, Inc.	Easement Description 2 Parcel NW Section 12-90-37	324.48
RDG IA Inc	Professional Service Through 11/30/2013- Main St Fa	8,299.40
Wide Open West	Phone Service December 2013	31.04

Economic Develop

Department Total = 9,638.05

TIF

Bomgaars Supply, Inc	Grinder Pump Supplies- Old Radio Road	32.91
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TIF

Department Total = 32.91

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The Reserves - TIF

Brown Supply Company	Saddle, Stop, Female Copper Flaves- Reserves	463.00
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The Reserves - TIF	Department Total =	463.00
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Housing Program

Simmering-Cory Inc	2014 CDBG Housing Application Preparations	1,000.00
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Housing Program	Department Total =	1,000.00
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Dredging

City of Storm Lake	Health Ins Allocations Jan2014	139.04
Lake Improvement Commission	2nd Quarter Hotel/Motel Tax Share	9,945.19

Dredging	Department Total =	10,084.23
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Convention/Visitor's Bureau

Storm Lake United	2nd Quarter Hotel/Motel Tax Share	29,835.58
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Convention/Visitor's Bureau	Department Total =	29,835.58
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Mayor, Council, Manager

City of Storm Lake	Health Ins Allocations Jan2014	320.59
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Mayor, Council, Manager	Department Total =	320.59
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Policy & Administration

City of Storm Lake	Health Ins Allocations Jan2014	1,371.87
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Policy & Administration	Department Total =	1,371.87
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City Hall Building

Automatic Door Group	Door Repairs	647.98
MS Door Service Ltd	Pest Management Services- November 2013	23.00
Schumacher Elevator Company	Elevator Maintenance	182.55
Stanton Electric, Inc	Repairs to Water Dripping at Main Switch	67.50
Steve's Window Svc	Window Services	34.00
Wide Open West	Phone Service December 2013	99.28

City Hall Building	Department Total =	1,054.31
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Other Policy & Administration

City Directory Inc	City Directory- Advertising	111.40
Hunzelman Putzier Company	FY2013 Audit Progress Billing through 11/29/2013	1,390.88
Intl Inst of Municipal Clerks	Movall- IIMC Membership	48.33
Iowa Office Supply Inc	Wall Name Plate	19.75
Iowa Office Supply Inc	Copier Maintenance	20.85
Iowa Office Supply Inc	Wall Name Plate (2)	22.00
Iowa Office Supply Inc	Copier Maintenance	1.28
King's Pointe Resort	Meeting Expense	118.69

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NW Iowa Planning & Development Commission	SHIELD Fiscal Year 2014 3rd Draw	333.33
Pizza Hut	Safety Bingo	33.49
Qualified Presort Service, LLC	City Tidbits	199.29
Wal Mart #01-1526	Supply Return	-6.31
Wal Mart #01-1526	Office Supplies & Frames	85.37
Wal Mart #01-1526	Picture Frames	34.16
Wal Mart #01-1526	Supplies	7.00
Wal Mart #01-1526	Supplies Returned	-2.68
Wal Mart #01-1526	Picture Frames	35.64

Other Policy & Administration **Department Total =** 2,452.47

Water Administration

City Directory Inc	City Directory- Advertising	111.40
City of Storm Lake	Health Ins Allocations Jan2014	3,175.86
Hunzelman Putzier Company	FY2013 Audit Progress Billing through 11/29/2013	278.17
Intl Inst of Municipal Clerks	Movall- IIMC Membership	48.33
Iowa Office Supply Inc	Copier Maintenance	20.84
Qualified Presort Service, LLC	Final Bills	2.72
Qualified Presort Service, LLC	Monthly Statements	373.26
Qualified Presort Service, LLC	ACH Statements	86.46
Wide Open West	Phone Service December 2013	80.97

Water Administration **Department Total =** 4,178.01

Water Plant

Alliant Energy	Gas Service Nov/Dec 2013	1,839.33
Bomgaars Supply, Inc	Glass Cleaner	11.97
Central Iowa Distributing, Inc	Cleaning Supplies	183.39
City of Storm Lake	Health Ins Allocations Jan2014	2,277.82
Fastenal Company	Supplies for Lime Slaker	73.78
Foundation Analytical Laboratory Inc	Test Well	59.00
Foundation Analytical Laboratory Inc	Nitrite	45.00
Hawkins, Inc	Filter Analysis	500.00
Hawkins, Inc	Flouride	694.75
Hawkins, Inc	Flouride Freight	43.50
Hickman, Williams & Company	Lime	4,389.57
Hickman, Williams & Company	Lime- Freight	272.74
Iowa Office Supply Inc	Copier Maintenance	6.71
Iowa Office Supply Inc	Copier Maintenance	19.83
Mailboxes & Parcel Depot	Shipping	11.38
Mailboxes & Parcel Depot	Shipping	11.03
Mailboxes & Parcel Depot	Shipping	11.38
MidAmerican Energy Company	Electric Services November 2013	11,389.20
PraxAir inc	Carbon Dioxide	674.56
Stanley Mark	Steel Materials- Basin Repairs	125.01
Van's Sanitation, Inc	40 Loads of Hauling during November 2013	8,480.00
Van's Sanitation, Inc	38 Loads of Hauling during October	8,056.00
Veenstra & Kimm, Inc	Design Services- 11/17/2013 to 12/14/2013 #20	3,385.00
Veolia Water North America-Central, LLC	June, July, Aug, Sept Utility Rate Adjustment	6,818.00
Wal Mart #01-1526	Supplies Returned	-26.55
Wal Mart #01-1526	Tape & Oil	39.26
Wal Mart #01-1526	Window Wash	33.08
Wide Open West	Phone Service December 2013	159.64

Water Plant **Department Total =** 49,584.38

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Water Distribution

Bolton & Menk, Inc	6" Water Main Permit- Pizza Ranch	877.50
Bomgaars Supply, Inc	Coupling, Adapter, Fuses, WD-40	24.94
Bomgaars Supply, Inc	Utility Blades, Tester	11.47
Bomgaars Supply, Inc	Coupler, Elbows, Busing, Couplings	65.02
Brown Supply Company	New Water Line- Alliant	320.04
City of Storm Lake	Health Ins Allocations Jan2014	1,901.56
Fastenal Company	Supplies for 1113 Kelvin Rd Water Break	74.12
HD Supply Waterworks, Ltd.	Clamps (3)	191.10
HD Supply Waterworks, Ltd.	Clamps (9)	628.52
Nepple Electric Inc	Ballast in Water Tower	268.11
NW Iowa Planning & Development Commission	SHIELD Fiscal Year 2014 3rd Draw	333.33
Owens Inspection Services, LLC	Inspection Services November 2013	1,800.00
Underground Location Company	Locates November 2013	51.50
Utility Equipment Co	Locator Repairs	425.00
Veenstra & Kimm, Inc	Engineering Services- Water Modeling 11/17/2013 to	5,448.50
Wide Open West	Phone Service December 2013	72.79

Water Distribution

Department Total = 12,493.50

Water Meters

Bomgaars Supply, Inc	Coupler, Bushing, Gasket	31.84
City of Storm Lake	Health Ins Allocations Jan2014	1,128.93
Municipal Supply, Inc.	Water Meters & Supplies	1,429.17

Water Meters

Department Total = 2,589.94

Wastewater Administration

City Directory Inc	City Directory- Advertising	111.40
City of Storm Lake	Health Ins Allocations Jan2014	3,166.57
Hunzelman Putzier Company	FY2013 Audit Progress Billing through 11/29/2013	278.18
Intl Inst of Municipal Clerks	Movall- IIMC Membership	48.34
Iowa Office Supply Inc	Copier Maintenance	20.85
Qualified Presort Service, LLC	Monthly Statements	373.26
Qualified Presort Service, LLC	Final Bills	2.72
Qualified Presort Service, LLC	ACH Statements	86.46
Qualified Presort Service, LLC	ACH Final Bill	1.06
Wide Open West	Phone Service December 2013	94.86

Wastewater Administration

Department Total = 4,183.70

Wastewater Treatment Plant

Bomgaars Supply, Inc	Shop Supplies, GC Repairs	26.28
Bomgaars Supply, Inc	Generators Fuel Conditioning	71.94
Bomgaars Supply, Inc	BFP HUAC Thermostat	16.99
Century Link	Phone Service- December 2013- No Tax	178.90
City of Storm Lake	Health Ins Allocations Jan2014	2,277.82
Electric Pump Inc	Mixer Motor Rebuild	113.71
Fastenal Company	Padlocks- Comm Boxes	231.84
Ferguson Enterprises Inc	Scum Pump Diversion Line Supplies	943.12
Foundation Analytical Laboratory Inc	N & P Testing	225.00
Foundation Analytical Laboratory Inc	Inf Samples	300.00
G & T Trucking Inc	Lime Hauling to WasteWater Plant	300.00
Grainger Inc W.W.	Indoor Infrared Heater	177.75
Grainger Inc W.W.	Credit for Double Payment of Inv#9264587263	-111.90

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

Checks for Approval Report

From: 12/17/13 To 01/06/14
User: tyler.gibbins

Hach Chemical Company	Services for Minor Prog & Admin	960.00
Interstate Industrial Instrumentation, Inc	O2 Sensors- Gas Meters- No Tax	310.43
Iowa Office Supply Inc	Copier Maintenance	3.22
Larson Oil & Distributing Co, Inc	Diesel Tank at Waste Water Plant	486.25
Napa Auto Parts	Air Brake Conditioner	19.17
Napa Auto Parts	Truck Fluids	42.41
NCL of Wisconsin Inc	Buffer Solutions	109.62
Sanitary Services, Inc	November 2013 Hauling to Carroll	470.00
Stanley Mark	Gases	24.74
Storm Lake Hydraulics Co Inc	Blades Guide (2)	20.12
Teledyne Instruments, Inc	Battery Assembly- No Tax	267.85
Veolia Water North America-Central, LLC	June, July, Aug, Sept Utility Rate Adjustment	6,818.00
Wal Mart #01-1526	Computer Lab- Chair	29.96

Wastewater Treatment Plant

Department Total = 14,313.22

Wastewater Collection

Bolton & Menk, Inc	Sewer Improvements- Engineering- Hospital	660.00
City of Storm Lake	Health Ins Allocations Jan2014	1,911.22
NW Iowa Planning & Development Commission	SHIELD Fiscal Year 2014 3rd Draw	333.34
Trans Iowa Equipment LLC	Jet Machine	50,610.00
Underground Location Company	Locates November 2013	51.50
Veenstra & Kimm, Inc	WWTP Solids Handling- Printing Services	293.68
Veenstra & Kimm, Inc	Construction Services- 11/17/2013 to 12/14/2013	324.00
Veenstra & Kimm, Inc	Construction Staking- 11/17/2013 to 12/14/2013	887.46
Veenstra & Kimm, Inc	Construction Staking- 11/17/2013 to 12/14/2013	118.33
Veenstra & Kimm, Inc	Construction Staking- 11/17/2013 to 12/14/2013	177.49
Veenstra & Kimm, Inc	Construction Admin- 11/17/2013 to 12/14/2013	786.94
Veenstra & Kimm, Inc	Construction Admin- 11/17/2013 to 12/14/2013	524.63
Veenstra & Kimm, Inc	Construction Admin- 11/17/2013 to 12/14/2013	3,934.72
Veenstra & Kimm, Inc	Construction Observation- 11/17/2013 to 12/14/2013	15,600.99
Veenstra & Kimm, Inc	Construction Observation- 11/17/2013 to 12/14/2013	2,080.13
Veenstra & Kimm, Inc	Construction Observation- 11/17/2013 to 12/14/2013	3,120.20

Wastewater Collection

Department Total = 81,414.63

Landfill

City of Storm Lake	Health Ins Allocations Jan2014	450.06
Hunzelman Putzier Company	FY2013 Audit Progress Billing through 11/29/2013	278.17
Iowa Office Supply Inc	Copier Maintenance	20.84
Qualified Presort Service, LLC	Final Bills	2.71
Qualified Presort Service, LLC	Monthly Statements	373.25
Qualified Presort Service, LLC	ACH Statements	86.46
Recycle Center Harold Rowley	Landfill Assessment 3rd Installment	92,750.00

Landfill

Department Total = 93,961.49

Storm Water Administration

City of Storm Lake	Health Ins Allocations Jan2014	722.93
Hunzelman Putzier Company	FY2013 Audit Progress Billing through 11/29/2013	278.17
Iowa Office Supply Inc	Copier Maintenance	20.84
ISWEP	2014 ISWEP Education Materials	3,757.00
NW Iowa Planning & Development Commission	SHIELD Fiscal Year 2014 3rd Draw	333.34
Qualified Presort Service, LLC	ACH Statements	86.46
Qualified Presort Service, LLC	Monthly Statements	373.25
Qualified Presort Service, LLC	Final Bills	2.71

City of Storm Lake
620 Erie Street PO Box 1086
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From: 12/17/13 To 01/06/14
User: tyler.gibbins

Storm Water Administration

Department Total = 5,574.70

Storm Water Collection

Bolton & Menk, Inc	Professional Services 10/26/2013 to 11/22/2013	2,635.00
Bolton & Menk, Inc	Survey, Design, Bidding Services through 12/6/2013	12,196.50
City of Storm Lake	Health Ins Allocations Jan2014	451.42

Storm Water Collection

Department Total = 15,282.92

Street Cleaning

City of Storm Lake	Health Ins Allocations Jan2014	450.73
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Street Cleaning

Department Total = 450.73

Insurance

Three Rivers Benefit Corporation	Flex Claims 12/16/2013	67.88
Three Rivers Benefit Corporation	11/30/2013 to 12/13/2013 Claims	20,000.00

Insurance

Department Total = 20,067.88

UNAVAILABLE

Wiebers Fitness	Activity Challenge Prizes- No Tax	266.33
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UNAVAILABLE

Department Total = 266.33

Vehicle Maintenance

Arnold Motor Supply, LLP	Spark Plug, Starter Switch, Supplies	69.15
Arnold Motor Supply, LLP	7-Way Blade #137	49.45
Arnold Motor Supply, LLP	Low Profile Fuse	46.68
Arnold Motor Supply, LLP	Electric Pump	69.86
Arnold Motor Supply, LLP	Low Profile Fuse #137	3.89
Arnold Motor Supply, LLP	Tape (2)	6.08
Arnold Motor Supply, LLP	Cleaners	8.98
Arnold Motor Supply, LLP	Tune Up	155.52
Bomgaars Supply, Inc	Overshoes, Gloves	34.98
City of Storm Lake	Repaired Snowplow Damage #113	878.97
Fastenal Company	Supplies	34.96
Reinert Michael P	Cut & Fabricate Brackets	186.66
Reinert Michael P	Aluminum	20.50

Vehicle Maintenance

Department Total = 1,565.68

Technology

Rebnord Technologies Inc	NOAA Snow Forecast Software	59.70
Rebnord Technologies Inc	Monitor	199.95
Rebnord Technologies Inc	Mouse & Keyboard Set	24.95
Sidwell Company The	GIS-Web Hosting	7,800.00
Wal Mart #01-1526	GIS Supplies	23.76
Wide Open West	Internet Service December 2013	655.95

Technology

Department Total = 8,764.31

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

Checks for Approval Report

From: 12/17/13 To 01/06/14
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Grand Total = 547,579.98

King's Pointe Resort
Disbursements 12/11/2013 through 12/31/2013

Vendor Name	Description	Amount
Acco	supplies	1123.39
Ace Hardware (3)	supplies	307.18
Aramark Uniform Services	uniforms	2,467.94
Kelli Berg	reimbursement	530.57
Bomgaars Supply Inc.	supplies	349.70
Booking.com	commission	29.70
Buena Vista Stationery	supplies	106.63
Bunkers Feed & Supply Inc.	supplies	6.84
Capital Sanitary Supply Co. (2)	supplies	547.53
City of Storm Lake	water	8,190.09
Color-ize (3)	supplies	3,156.43
Comm 1st Broadcasting-KKIA/KAYL	advertising	500.00
Nick Edwards	reimbursement	75.00
Fairway Outdoor Funding, LLC (2)	billboard	1,555.00
First National Bank	credit card	2,410.77
Frigitec	supplies	86.50
Furniture and Floors for Less	supplies	198.00
Garbage Hauling Service	garbage service	448.22
Pitney Bowes Global Financial	postage	151.98
Bruce & Barb Hoffman	newspaper	52.00
Hospitality Management Systems	supplies	398.75
Hy-Vee Food Stores (3)	food	702.11
MidAmerican Energy Company	utilities	9,516.10
J.B. Fine Foods	food	164.00
Joyce's Greenhouse	supplies	975.00
Kineth Hotel Corporation	payroll	58,230.56
Knology Inc DBA WOW Cable	phone, cable	2,660.23
Lake Electric Supply (3)	supplies	738.82
McCrea Enterprises/Vista Paint	supplies	154.54
Olsen Welding & Machine Shop	supplies	127.00
Orkin Exterminating Inc	pest control	135.00
Pepsi-Cola Bottling Co. (3)	beverages	1,920.76
Pilot Tribune	advertising	269.84
Pinnacle West, LLC	supplies	660.66
Proelect	service	2,145.00
Probuild Company LLC (3)	supplies	431.81
Rebnord Technologies Inc. (2)	tech support	2,258.33
Jayne Riedell	reimbursement	166.56
Sceptre Hospitality Resources	supplies	1,436.59
Seminole Retail Energy (2)	utilities	11,701.90
Shaw Industries Inc.	supplies	7.35
Shoes for Crews	supplies	51.96
The Storm Lake Times (2)	advertising	930.59
Sysco Guest Supply	supplies	724.56
Treasurer State of Iowa	sales tax	11,000.00
UPS (2)	shipping	89.09
US Foods (3)	food	29,452.05
Al's Liquor	beverages	192.82
Doll Distributing	beverages	454.95
Guest Refunds/Advance Deposits	reimbursement	43.60
Misc. POA Disbursements (2)	misc. disbursements	155.00
Postmaster	postage	115.50
Johnson Brothers/Iowa Wine & Bev	beverages	423.80
Totals		160,728.30

Sunrise Pointe Golf Course

Disbursements 12/11/2013 through 12/31/2013

Ace Hardware	supplies	11.96
Daniels Filter Service	supplies	53.91
Graffix Inc. DBA Wall of Fame	uniforms	15.00
MidAmerican Energy Company	utilities	374.55
Julius Cleaners	cleaning	3.80
Kinseth Hotel Corporation	payroll	309.24
Knology Inc. DBA WOW Cable	phone, cable	94.44
Alliant Energy	utilities	871.67
U.S. Foods	food	155.36
	Totals	1,889.93

**SPECIAL COUNCIL MEETING, CITY OF STORM LAKE, IOWA, KING'S POINTE
RESORT, DECEMBER 12, 2013 12:00 P.M.**

Present: Mayor Jon Kruse, Council Member David Walker, City Manager James Patrick, Public Safety Director Mark Prosser, Project Manager/Community Development Director Mike Wilson, Senator Mark Segebart, Representative Gary Worthan and Representative Dan Huseman.

Mayor Kruse called the meeting to order at 12:00pm.

The following topics were discussed with the legislators. City financial and economic development resources, MFPRS Fund (411) funding and reform, infrastructure funding, Nutrient Removal Policies, local decision making, fusion center funding update.

Also discussed were the City and State Partnerships: Lake Dredging, Downtown Façade Renovation Grant, Flood Mitigation State Sales Tax TIF, potential Pilot Water community with IEDA, Marina Management for IDNR, Traffic Enforcement with the State through the Governor's Traffic Safety Bureau, and Tobacco Compliance.

The meeting was adjourned at 2:00pm.

Mayor Jon F. Kruse

Attest: Justin Yarosevich, City Clerk

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, DECEMBER 16, 2013, 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Dan Anderson, 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, Jennifer Movall Finance Department Manager, and Justin Yarosevich City Clerk.

Mayor Kruse called the meeting to order at 5:01PM.

Hear the Public – Rebecca Giesel was present to present the Mayor with a check for a tree grant that Alliant Energy provided to the City for the purchase of trees that were planted in the industrial park.

Consent Agenda – Moved by Council Member Walker to approve the consent agenda which included checks #44445 through #44617, minutes from the December 2, 2013 council meeting, minutes from the December 11, 2013 special council meeting, liquor license renewal for Godfather's, One Stop Shop, and Al's Liquors, appointment of Phil Havens as City attorney, appointment of Justin Yarosevich as City Clerk, and sewer line easements with Larry Schultz and Michael Sandhoff. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Swear In – City Clerk Yarosevich administered the Oath of Office to newly elected Mayor Kruse and the Mayor then administered the Oath of Office to newly elected Council Members Porsch and Anderson.

Outside Agencies – Three agencies, Buena Vista County Historical Society, Upper Des Moines Opportunity, and Witter Gallery presented their requests for funding from the City for the FY 2014-2015 budget year.

FEMA Project – Contract 6 – Moved by Council Member Anderson to adopt Resolution No. 47-R-2013-2014 approve the contract with Magney Construction of Chanhassen, MN for the Wastewater Treatment Plant Improvements – Contract 6 contingent on receiving the insurance certificate. Cost of the contract \$2,565,500. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

RESOLUTION NO. 47-R-2013-2014

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as Wastewater Treatment Plant Improvements, Contract 6 and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Magney Construction, Inc., Chanhassen, MN
Date of Contract: December 6, 2013
Bond Surety: Fidelity and Deposit Company of Maryland
Date of Bond: December 6, 2013
Portion of Project: All

PASSED AND APPROVED this 16th day of December, 2013.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Silo Demolition – Moved by Council Member Porsch to hire Lundell Construction to demolish the silo at the WWTP property for a cost of \$3,450. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Land Donation – Moved by Council Member Engelmann to adopt Resolution No. 48-R-2013-2014 accepting gift of real estate from the Prichard family for public park purposes with two stipulations. The stipulations are if the land ceases to be used as a public park the property would revert back to the Prichards and a plaque shall be permanently displayed on the property acknowledging the gift. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

RESOLUTION NO. 48-R-2013-2014

RESOLUTION ACCEPTING GIFT OF REAL ESTATE FROM THE PRICHARD FAMILY FOR PUBLIC PARK PURPOSES AND SUBJECT TO A REVERSIONARY INTEREST

WHEREAS, real property described as:

Lot 6, Block 91, College Addition to City of Storm Lake with easement for water and sewer line across Lot 5, Block 91, in College Addition

(the “Real Estate”) is owned by one or more of the following: The Estate of James M. Prichard, Eloise Y. Prichard, James Y. Prichard, Thomas W. Prichard, and Jane E. Prichard (collectively, the “Prichard Family”);

WHEREAS, the Prichard Family proposes to make a gift of the Real Estate to the City of Storm Lake by delivering to the City a deed of conveyance, executed by the owner or owners of the Real Estate, conveying the Real Estate to the City for use as a public park and subject to a reversionary interest retained by the grantor or grantors under the deed, such that, should the Real Estate cease to be used as a public park, title to the Real Estate would revert to the grantor or grantors, or to the heirs and assigns of such grantor or grantors.

WHEREAS, the City Council of the City of Storm Lake, Iowa wishes to accept such gift on behalf of the City on the terms proposed by the Prichard Family set forth above and is willing to dedicate the Real Estate to public park purposes;

WHEREAS, the deed for the conveyance of the Real Estate to the City of Storm Lake, Iowa, has not yet been prepared and, therefore, not yet reviewed by the City Attorney, and the abstract has not yet been continued and examined by the City Attorney;

WHEREAS, the Prichard Family desires that the gift to the City be completed in calendar year 2013.

NOW, THEREFORE, BE IT HEREBY RESOLVED that, subject to the City Attorney’s approval of the deed of conveyance and the City Attorney’s determination from an examination of the continued abstract of title that the grantor or grantors executing the deed have merchantable title to the Real Estate, the City of Storm Lake, Iowa does hereby accept the deed for the conveyance of the Real Estate to the City of Storm Lake for use as a public park, which conveyance will be subject to a reversionary interest retained by the grantor or grantors of the Real Estate such that, should the Real Estate cease to be used as a public park, title to the Real Estate would revert to such grantor or grantors or to the heirs and assigns of the grantor or grantors.

IT IS FURTHER RESOLVED that the City staff shall not accept delivery of the deed of conveyance and shall not record the deed in the office of the Buena Vista County Recorder unless and until the City Attorney has approved the deed and determined that the grantor or grantors of the deed have merchantable title to the Real Estate.

IT IS FURTHER RESOLVED that, when delivery of the deed is accepted by the City, the City staff shall arrange for a plaque to be permanently displayed on the Real Estate acknowledging that the Real Estate is a gift from “the James Prichard Family.”

Passed and approved this 16th day of December, 2013.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Solicitor License – The Council held a discussion topic to discuss potential changes to the existing Solicitor License Ordinance. Jay Barber with Crown Clinics was present to ask the Council for a variance to the City’s Solicitor’s License Ordinance.

Council would like to research other communities regarding the length of time that they issue licenses for and do they limit any of these in terms of the number of licenses they can get during the year.

Consensus of the Council was to not make an amendment to the existing ordinance to allow for a variance such as what is being requested by Crown Clinics.

Closed Session – Moved by Council Member Walker to go into closed session at 6:06pm in reference to Iowa Code Chapter 21.5 (j) to discuss the possible purchase of property. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Attendance in closed session: Phil Havens, Mike Wilson, Jim Patrick, Justin Yarosevich, Bruce Engelmann, Sara Huddleston, Dan Anderson, Mike Porsch, Mayor Kruse, and David Walker.

Moved by Council Member Anderson to reconvene to open session at 6:49pm. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

Closed Session – Moved by Council Member Walker to go into closed session at 6:50pm in reference to Iowa Code Chapter 21.5(i) to discuss the City Manager’s evaluation. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Attendance in closed session: Mayor Kruse, David Walker, Mike Porsch, Dan Anderson, Sara Huddleston, Bruce Engelmann, and Justin Yarosevich.

David Walker left at 7:05pm.

Moved by Council Member Porsch to reconvene to open session at 7:20pm. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

City Manager Contract – Moved by Council Member Porsch to increase the City Manager’s compensation by \$4,000 for health care costs. Seconded by Council Member Anderson. Vote: All ayes with Council Member Walker absent. Motion carried.

Moved by Council Member Engelmann to approve to increase the City Manager’s contract by \$5,600 to include salary, retirement, and education and to be determined by Mr. Patrick as to the split of funds among those categories. Seconded by Council

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

Adjourn – Moved by Council Member Huddleston to adjourn the meeting at 7:27pm. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Walker absent. Motion carried.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

License Application ()

Applicant

Name of Applicant:	<u>Manases Ek</u>		
Name of Business (DBA):	<u>Ahuachapan Restaurant</u>		
Address of Premises:	<u>411 W Milwaukee Ave</u>		
City: <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>	
Business Phone:	<u>(712) 213-0223</u>		
Mailing Address:	<u>411 W Milwaukee Ave</u>		
City: <u>Storm Lake</u>	State: <u>IA</u>	Zip: <u>50588</u>	

Contact Person

Name:	<u>Manases Ek</u>		
Phone:	<u>(323) 810-5610</u>	Email Address:	

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

Term: 12 months

Effective Date: 01/10/2014

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

Manases Ek

First Name: Manases

Last Name: Ek

City:

State: Iowa

Zip: 51002

Position owner

% of Ownership 100.00 %

U.S. Citizen

Maria Leiva

First Name: Maria

Last Name: Leiva

City:

State: Iowa

Zip: 51002

Position spouse

% of Ownership 0.00 %

U.S. Citizen

Insurance Company Information

Insurance Company: Illinois Casualty Co

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:

Staff Summary

1/6/2014

Agenda Item # B.



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

REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: Buy Local Information

BACKGROUND: Early in 2011 during a Study Session discussion Council asked staff to look at putting together some analysis information regarding the amount of purchases made locally. We have pulled that information together and 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	\$547,579.98	\$307,637.43	\$125,084.96	40	\$4,686.09	2	\$177,866.38	58
King's Pointe	\$160,728.30	\$90,725.61	\$33,416.69	37	\$2,145.00	2	\$55,163.92	61
Golf Course	\$1,889.93	\$1,580.69	\$1,356.42	86			\$224.27	14

RECOMMENDATION: Review Buy Local Information

Staff Summary

1/6/2014

Agenda Item # C.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Approval Of Easements**

BACKGROUND: The City of Storm Lake will be installing a new water line along West Milwaukee from Ontario Street west for 810 ft. to provide water to the new development of a Pizza Ranch restaurant near that location. The existing water services in that area are undersized and in need of being replaced.

Due to other utilities in the State Highway Corridor and the narrow right-of-way available in that area the water line will have to be installed in the first ten feet of private property. In order to install the water line on private property the City must obtain easements from the property owners to allow for the installation and maintenance of the water line.

There are three property owners that are affected by this project. All three have agreed to the terms of the easement and have provided signed copies of their easements which are attached to this staff summary for Council's review.

FISCAL IMPACT: All three easements will be obtained in exchange for \$1.00 per easement (\$3.00 total) and other valuable considerations which include the installation of the new water line which will be the City's expense. Staff estimates the cost to install the water line is \$45,000. In addition the City will hook up the existing building owned by Cortez to the new water line using their existing service line.

RECOMMENDATION: Approve Easements & Authorize Mayor to Sign

ATTACHMENTS:

Description	Type
 Cortez Easement Document	Contract
 Manasota Key Easement Agreement	Backup Material
 Lakes Investment Group Easement Agreement	Backup Material

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this 11 day of December, 2013, by and between Saul Cortez and Elena Cortez, husband and wife, all of Storm Lake, Buena Vista County, Iowa, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT OF WAY

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys to Grantee, its successors and assigns a perpetual right-of-way for the purposes of a) laying, constructing, operating, inspecting, repairing, maintaining, replacing, substituting, relocating and removing a water main and appurtenances, for the transportation of water, in, over, under, across, and through the following described real estate in Buena Vista County, Iowa, to-wit:

The south 10.0 feet of that part of the Former Chicago, Milwaukee, St. Paul and Pacific Railroad property that is described in warranty deed recorded August 15,

2007, as Document No. 072456 in the Buena Vista County, Iowa Recorder's Office, which is situated directly south of, and adjacent to, Lot 3F, SLADC Subdivision of Lot 3, Iowa Land and Buildings 3rd Addition to City of Storm Lake, Buena Vista County, Iowa. See Easement Document attached as Exhibit "A" for a graphic depiction of easement location;

(the "Easement Area"), b) the maintenance by Grantor, at Grantor's expense, of public sidewalk on the Easement Area for the benefit of the general public, and c) general public access, by foot or other means permitted or allowed on public sidewalks by law, over and across the Easement Area. Unless Grantee otherwise agrees in writing, Grantor agrees to maintain, repair, or reconstruct sidewalk on the Easement Area in accordance with all requirements and standards of the City Code of the City of Storm Lake, Iowa, whether or not such requirements and standards are applicable.

SECTION II.

TERM

The rights granted herein shall be possessed and enjoyed by Grantee, its successors and assigns so long as the water main constructed pursuant hereto shall be maintained and operated by Grantee, its successors or assigns or so long as a sidewalk exists or is required to be maintained on the Easement Area, whichever is longer.

SECTION III.

ADDITIONAL RIGHTS OF GRANTEE

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

SECTION IV.

RIGHTS OF GRANTOR

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

SECTION V.

WATER MAIN DEPTH; TREATMENT AND RESTORATION OF SURFACE

Grantee agrees to bury the water main to a depth sufficient to avoid any interference with the normal uses which Grantor might make of Grantor's property. In the construction of the water main or the exercise of its other rights under this agreement, Grantee shall remove the topsoil from the Easement Area separately from the other materials removed by Grantee in such construction or in the exercise of other rights under this agreement, and shall replace said topsoil in the right of way upon completion of the water main or other work thereon. Following completion of the construction or other exercise of its rights under this agreement, Grantee shall restore the Easement Area as near to its condition before the construction or other work as possible. Grantee further agrees that, after any restoration, the Easement Area shall be left free of any large stones, holes or piles of dirt, and the Easement Area shall be reseeded to grass, if necessary. With regard to such restoration following construction or other work permitted by this agreement, Grantee shall accomplish it so that the affected easement area is in as near as possible to the condition it was in before the construction or other work within a reasonable time after the completion of the construction of the water main or

other work thereon.

SECTION VI.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the real estate described herein that is subject to the easement and has the right, title and capacity to grant said premises.

SECTION VII.

EFFECT OF AGREEMENT

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

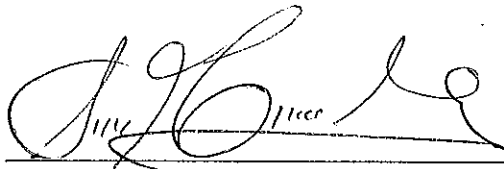
IN WITNESS WHEREOF, the parties have executed this Agreement in Storm Lake, Iowa, on the day and year first above written.

GRANTEE:

CITY OF STORM LAKE, IOWA

By _____
Jon F. Kruse, Mayor

GRANTOR:



Saul Cortez

ATTEST:



Elena Cortez

Justin Yarosevich, City Clerk

STATE OF IOWA)

COUNTY OF BUENA VISTA)

This record was acknowledged before me on 7/1/2013, 2013, by Jon F. Kruse and Justin Yarosevich, as Mayor and City Clerk of the City of Storm Lake, Iowa.

Notary Public for the State of Iowa

STATE OF IOWA)

COUNTY OF BUENA VISTA)

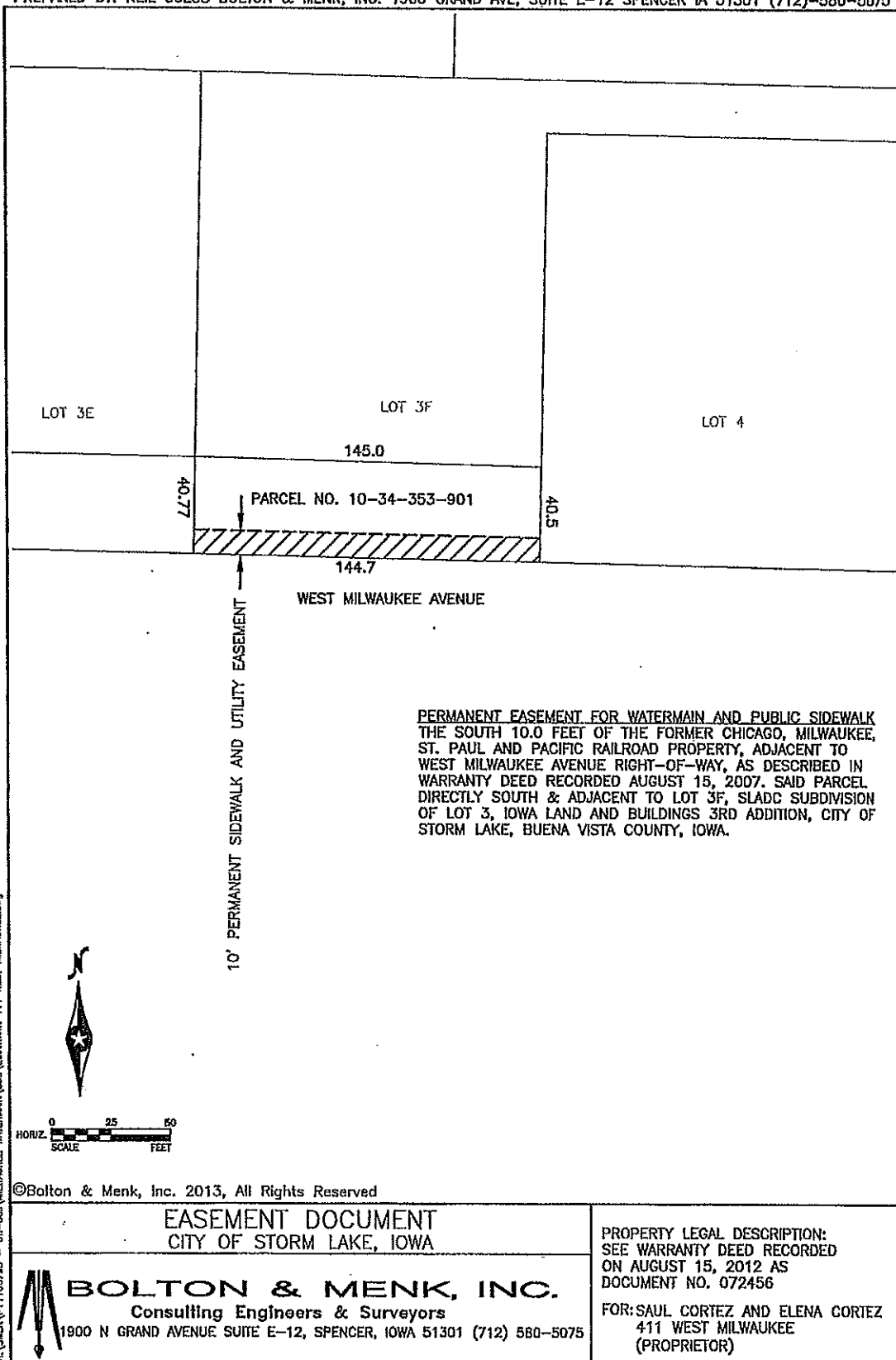
This record was acknowledged before me on 1/1/2013, 2013, by Saul Cortez and Elena Cortez, husband and wife.

Neira Y. E. Reda
Notary Public for the State of Iowa



EXHIBIT "A"

PREPARED BY: NEIL GUESS BOLTON & MENK, INC. 1900 GRAND AVE, SUITE E-12 SPENCER IA 51301 (712)-580-5075



P:\SLACK\PI1106795 - 01-02\WILWAUKEE WATERMAIN (CD)\Easement 411 WEST MILWAUKEE.dwg

JOB NUMBER: P11.106795

DRAWN BY: DCS

SEC. 34-91-37

END INSTRUMENT

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2013, by and between Manasota Key, LLC, an Iowa limited liability company, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT OF WAY

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys to Grantee, its successors and assigns a permanent right-of-way for the purposes of a) laying, constructing, operating, inspecting, repairing, maintaining, replacing, substituting, relocating and removing a water main and appurtenances, for the transportation of water, in, over, under, across, and through the following described real estate in Buena Vista County, Iowa, to-wit:

The south 10.0 feet of Lot 4, Iowa Land and Buildings 3rd Addition to City of Storm Lake, Buena Vista County, Iowa, adjacent to West Milwaukee Avenue Right-of-Way. See Easement Document attached as Exhibit "A" for a graphic depiction of easement location;

(the "Easement Area"), b) the construction, repair, reconstruction, and maintenance by Grantor, at Grantor's expense, of public sidewalk on the Easement Area for the benefit of the general public, and c) general public access, by foot or other means permitted or allowed on public sidewalks by law, over and across the Easement Area. Unless Grantee otherwise agrees in writing, Grantor agrees to construct, maintain, repair, or reconstruct sidewalk on the Easement Area in accordance with all requirements and standards of the City Code of the City of Storm Lake, Iowa, whether or not such requirements and standards are applicable, and shall construct the sidewalk at such time as any part of said Lot 4 is developed or any building is constructed on said Lot 4.

SECTION II.

TERM

The rights granted herein shall be possessed and enjoyed by Grantee, its successors and assigns so long as the water main constructed pursuant hereto shall be maintained and operated by Grantee, its successors or assigns or so long as a sidewalk exists or is required to be constructed and maintained on the Easement Area, whichever is longer.

SECTION III.

ADDITIONAL RIGHTS OF GRANTEE

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

SECTION IV.

RIGHTS OF GRANTOR

Grantor reserves the right to use and enjoy the Easement Area to the fullest possible extent

without unreasonable interference with the exercise by Grantee of the rights granted herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on the Easement Area, except for public sidewalk, or to fence the whole or any part thereof.

SECTION V.

WATER MAIN DEPTH; TREATMENT AND RESTORATION OF SURFACE

Grantee agrees to bury the water main to a depth sufficient to avoid any interference with the normal uses which Grantor might make of Grantor's property. In the construction of the water main or the exercise of its other rights under this agreement, Grantee shall remove the topsoil from the Easement Area separately from the other materials removed by Grantee in such construction or in the exercise of other rights under this agreement, and shall replace said topsoil in the right of way upon completion of the water main or other work thereon. Following completion of the construction or other exercise of its rights under this agreement, Grantee shall restore the Easement Area as near to its condition before the construction or other work as possible. Grantee further agrees that, after any restoration, the Easement Area shall be left free of any large stones, holes or piles of dirt, and the Easement Area shall be reseeded to grass, if necessary. With regard to such restoration following construction or other work permitted by this agreement, Grantee shall accomplish it so that the affected easement area is in as near as possible to the condition it was in before the construction or other work within a reasonable time after the completion of the construction of the water main or other work thereon.

SECTION VI.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the real estate described herein that is subject to the easement and has the right, title and capacity to grant said premises.

SECTION VII.

EFFECT OF AGREEMENT

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

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

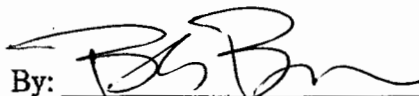
GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

MANASOTA KEY, LLC.

By: _____
Jon F. Kruse, Mayor

By:  _____
Bob Bauer, its member/manager

ATTEST:

Justin Yarosevich, City Clerk

STATE OF IOWA)

COUNTY OF BUENA VISTA)

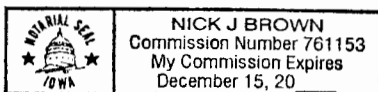
This record was acknowledged before me on _____, 2013, by Jon F. Kruse and Justin Yarosevich, as Mayor and City Clerk of the City of Storm Lake, Iowa.

Notary Public for the State of Iowa

STATE OF IOWA)

COUNTY OF BUENA VISTA)

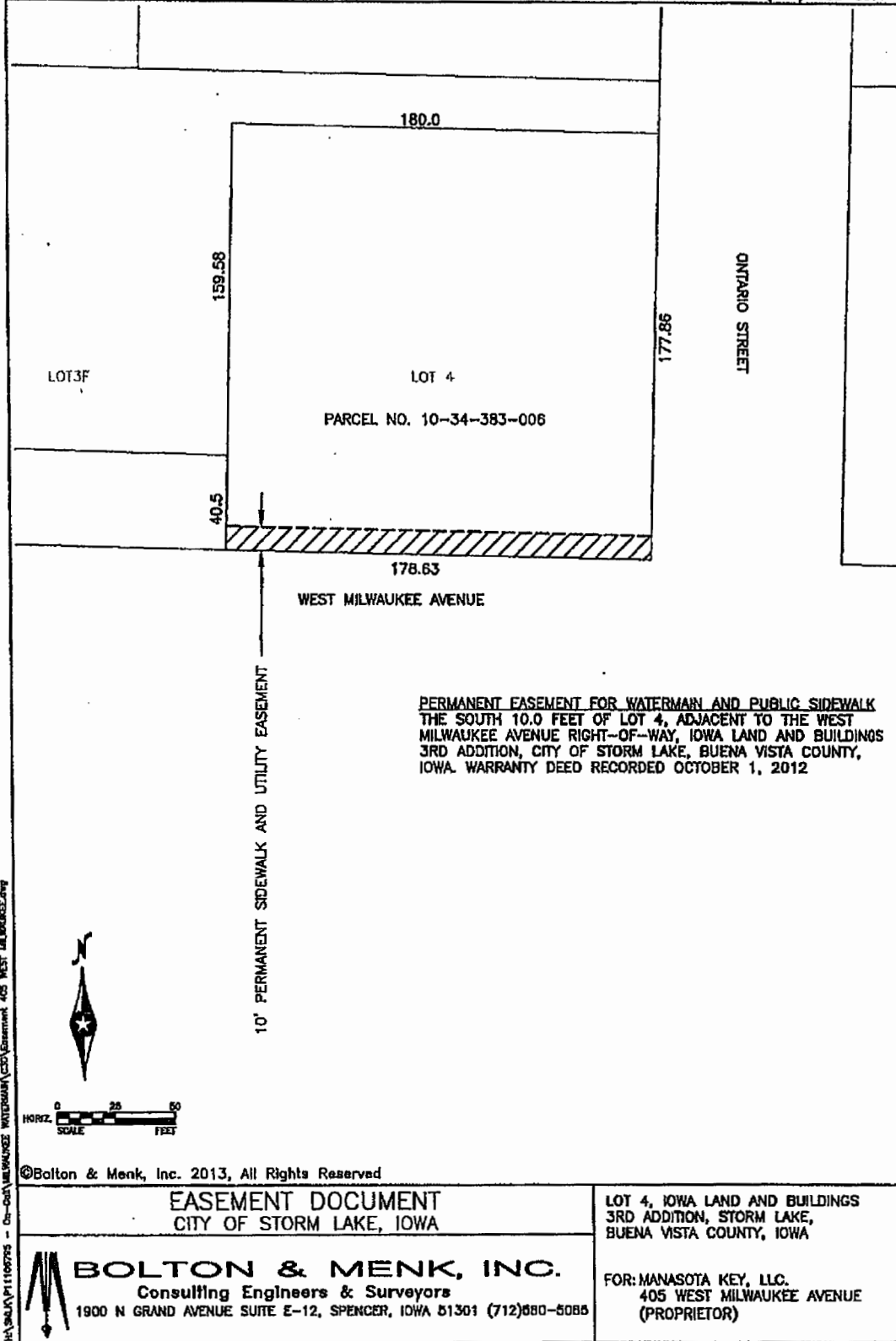
This record was acknowledged before me on 12/15, 2013, by Bob Bauer, as member/manager of Manasota Key, LLC.



Nick J. Brown
Notary Public for the State Of Iowa

EXHIBIT "A"

PREPARED BY: NEIL GUESS BOLTON & MENK, INC. 1900 GRAND AVE, SUITE E-12 SPENCER IA 51301 (712)-580-5076



END INSTRUMENT

DRAWN BY: DCS

SEC. 34-91-37

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2013, by and between Lakes Investment Group, LLC, an Iowa limited liability company, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT OF WAY

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys to Grantee, its successors and assigns a permanent right-of-way for the purposes of a) laying, constructing, operating, inspecting, repairing, maintaining, replacing, substituting, relocating and removing a water main and appurtenances, for the transportation of water, in, over, under, across, and through the following described real estate in Buena Vista County, Iowa, to-wit:

The south 10.0 feet of the former Chicago, Milwaukee, St. Paul and Pacific Railroad property, as described in warranty deed recorded October 24, 2013 as Document No. 133199 in the Buena Vista County, Iowa Recorder's Office, such former Railroad Property being directly south of Lot 3E, SLADC Subdivision of Lot 3, Iowa Land

and Buildings 3rd Addition to the City of Storm Lake, Buena Vista County, Iowa. See Easement Document attached as Exhibit "A" for a graphic depiction of easement location;

(the "Easement Area"), b) the construction, repair, reconstruction, and maintenance by Grantor, at Grantor's expense, of public sidewalk on the Easement Area for the benefit of the general public, and c) general public access, by foot or other means permitted or allowed on public sidewalks by law, over and across the Easement Area. Grantor agrees to construct, maintain, repair, or reconstruct sidewalk on the Easement Area in accordance with all requirements and standards of the City Code of the City of Storm Lake, Iowa, whether or not such requirements and standards are applicable, and shall construct the sidewalk at such time as a building has been constructed on said Lot 4.

SECTION II.

TERM

The rights granted herein shall be possessed and enjoyed by Grantee, its successors and assigns so long as the water main constructed pursuant hereto shall be maintained and operated by Grantee, its successors or assigns or so long as a sidewalk exists or is required to be constructed and maintained on the Easement Area, whichever is longer.

SECTION III.

ADDITIONAL RIGHTS OF GRANTEE

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

SECTION IV.

RIGHTS OF GRANTOR

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

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other work thereon.

SECTION VI.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the real estate described herein that is subject to the easement and has the right, title and capacity to grant said premises.

SECTION VII.

EFFECT OF AGREEMENT

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

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

LAKES INVESTMENT GROUP, LLC.

By: _____
Jon F. Kruse, Mayor

By: Andrew Kosky
Andrew Kosky, its manager/member

ATTEST:

Justin Yarosevich, City Clerk

STATE OF IOWA)

COUNTY OF BUENA VISTA)

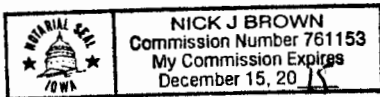
This record was acknowledged before me on _____, 2013, by Jon F. Kruse and Justin Yarosevich, as Mayor and City Clerk of the City of Storm Lake, Iowa.

Notary Public for the State of Iowa

STATE OF IOWA)

COUNTY OF BUENA VISTA)

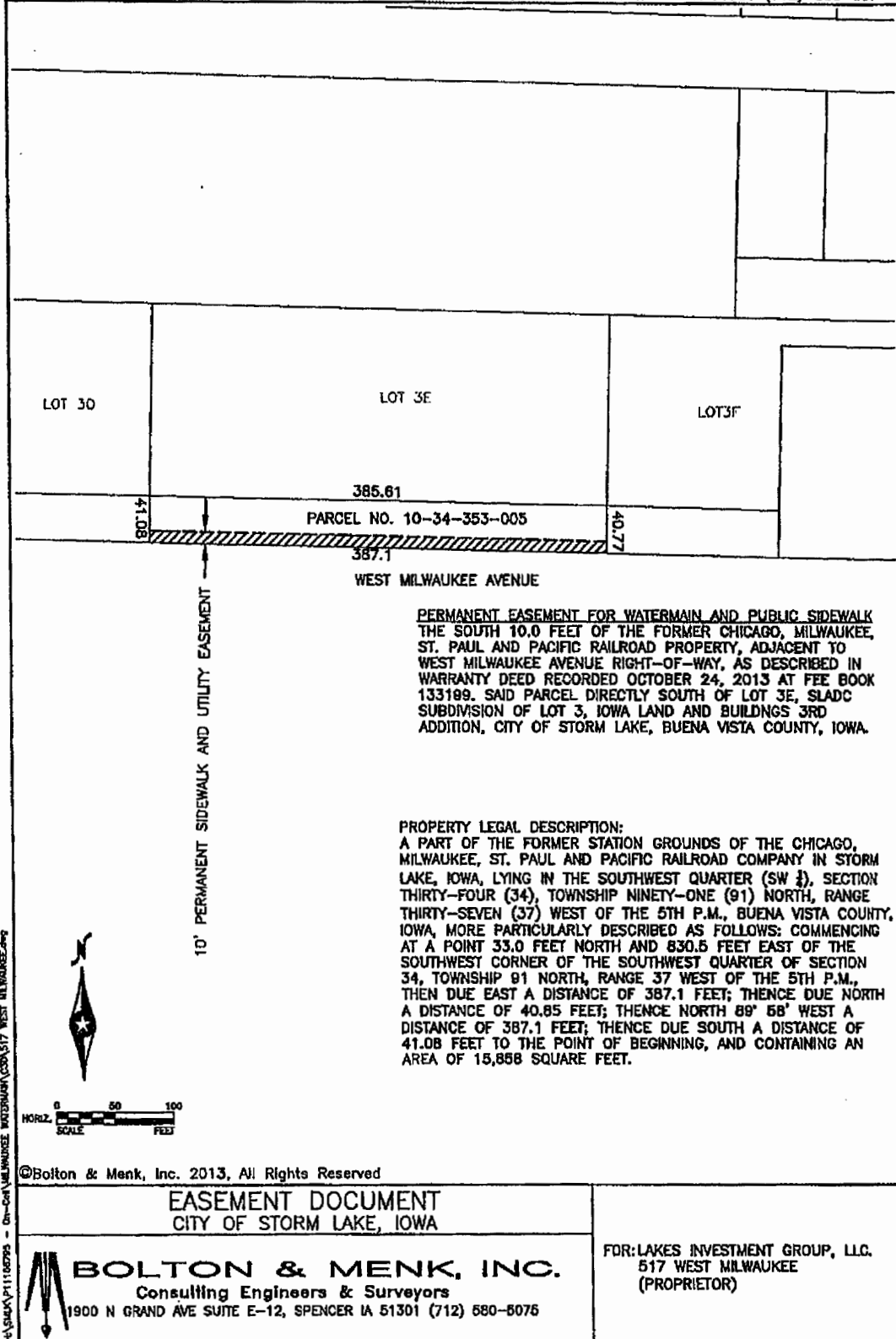
This record was acknowledged before me on 12 / 30, 2013, by Andrew W. Kosky, as Member / manager of Lakes Investment Group, LLC.



Nick J. Brown
Notary Public for the State Of Iowa

EXHIBIT "A"

PREPARED BY: NEIL GUESS BOLTON & MENK, INC. 1900 GRAND AVE, SUITE E-12 SPENCER IA 51301 (712)-580-5075



END INSTRUMENT

DRAWN BY: DCS

SEC. 34-91-37

JOB NUMBER: P11.106785

Staff Summary

1/6/2014

Agenda Item # 3.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mike Wilson, Community Development Director

SUBJECT: **Resolution No. 49-R-2013-2014 Approving A Management Agreement With The Iowa Department Of Natural Resources**

BACKGROUND: A few months ago the Department of Natural Resources approached the City about the City's willingness to accept the authority and responsibility for the management of the State owned marina on the southwest corner of Storm Lake.

The Department has offered a contract that conveys this authority and responsibility to the City (attached). Contract provisions include:

- * The property includes all the buildings on the site, all docks, slips, parking areas and gas service equipment. The contract specifically excludes the fisheries building and the docks located on the north part of the marina property.
- * Term of the agreement is until December 31, 2038
- * The Department will complete certain site and building repairs at their expense next spring
- * Any revenue generated from the lease of the facilities to an operator will be City funds; the City will make no payments to the Department.
- * After initial specified repairs are made by the Department, the City, and/or the operator will assume responsibility for building and site maintenance.
- * If either party is substantially failing to comply with the terms of the Agreement, either party can cancel upon 30 days notice.

The City intends to lease the facilities to a private operator. To that end the City issued an RFP in mid November. Responses to the RFP have been reviewed and interviews with the applicants have been conducted. The City has selected the operator, Wheel

Marine from Worthington, MN.

Our goal was to select an operator who will provide a full array of marina services, boating supplies, fishing supplies, food and beverage service and do so with a very high level of customer service and quality.

FISCAL IMPACT:

We expect the fiscal impact to be neutral--neither a great profit center or a drain on City resources. In the short term the city's main expense will be liability insurance. Over time there will be building and site maintenance.

If any improvements are added at a future date, those improvements will need to be evaluated on a cost/benefit basis.

The rent income to the City will be either a fixed monthly amount or a percentage of revenue, which ever is greater, so the initial revenue is likely to be relatively small but increase over time as the business ramps up. Overall, we consider this a relatively low risk venture.

RECOMMENDATION:

Approve the Resolution

ATTACHMENTS:

Description	Type
 Resolution No. 49-R-2013-2014	Resolution
 Marina Management Agreement with DNR	Contract
 Exhibit A	Contract
 Exhibit B	Contract
 Exhibit C	Contract
 Exhibit D	Contract

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

MANAGEMENT AGREEMENT

STORM LAKE MARINA

1. **PARTIES.** This agreement is made between the State of Iowa, acting through the Iowa Department of Natural Resources (DNR), and City of Storm Lake (City).

2. **PROPERTY.** The DNR and the City have jointly determined that it is in the public interest to transfer the care and maintenance of state-owned real property, locally known as Storm Lake Marina, more particularly described to wit and referred hereafter as the Property:

The marina concession building and shoreline, courtesy docks in front of the marina concession building, large parking lot, the land surrounding the large parking lot, the two marina entrance roads, the gas service dock, gas storage tank and pumps, the boat ramps, the two fishing piers, the 80-slip docking system and personal watercraft (PWC) docking system including the bed of Storm Lake under these facilities, the roadway and parking alongside the docking system, the turnaround located close to the fisheries building and a 20-foot strip of land on the eastern edge of the road leading from the turnaround to the end of the east marina entrance and all of the grass/forested areas surrounding the marina. A map of the Property is attached as Exhibit A, which is incorporated by this reference.

Property does not include DNR Fisheries building and the docking (4) and hoists for DNR boats located at the Fisheries building.

3. **AUTHORITY.** This agreement is entered into under the authority of Iowa Code sections 364.1 and 461A.27. Pursuant to said sections, the parties mutually agree that the City shall undertake the development, care, and maintenance of the state-owned real property described above according to the following terms and conditions:

4. **TERM OF AGREEMENT.** This agreement is effective on the date it is last signed below and continues in full force and effect to and including December 31, 2038.

5. **INDEMNIFICATION.** To the extent allowed by law, the City agrees to indemnify and hold harmless the State of Iowa and the DNR, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Department, related to or arising from: any breach of this agreement; any negligent or wrongful act or omission; or any other act, or omission, by the City, its officers, agents, employees, volunteers or contractors that results in damage to property or injury to a person or persons by virtue of its activities under this agreement.

6. **MANAGEMENT OF PROPERTY.** The City 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.

- a. Before May 15, 2014, the DNR shall, at its own expense, inspect, clean, and vacuum all permeable pavers at the Property identified in Exhibit C, and incorporated into the Agreement by this reference.

After May 15, 2014, and for the duration of the Agreement, the City shall inspect and evaluate the permeable pavers located in the vehicle parking lots and the sidewalk areas around the lake for sediment build up and to verify water flow and exfiltration. When necessary to ensure proper water flow and exfiltration, the City shall, at its own expense, clean, vacuum, and replace as needed all permeable pavers at the Property. Guidelines for Permeable Pavement Maintenance is attached as Exhibit D, and incorporated by this reference.

- b. Before May 30, 2014, the DNR shall, at its own expense, repair the dock and boat ramp approaches.

After May 30, 2014, and for the duration of the Agreement, the City shall maintain the dock and boat ramp approaches.

- c. The City shall be responsible for any and all utilities on the Property for the duration of the Agreement.
- d. The City shall be solely responsible for making any repairs to the Property it deems necessary for functionality, service, or use. "Repairs" include both normal wear and tear repairs as well as those stemming from faulty original construction. "Repairs" do not include "Improvements" as addressed in Section 12. DNR may agree, but is not obligated, to pay for all or any portion of repairs.

7. **PROPERTY DAMAGE FROM NATURAL DISASTERS.** The City acknowledges and agrees that the DNR may choose, in its sole discretion, whether or not to repair, replace, move, or otherwise address in any capacity any building, infrastructure, or other element on the Property that is damaged or otherwise becomes inoperative by a natural disaster. To the extent this decision materially interferes with the reasonable performance or execution of this Agreement, either party may choose to terminate pursuant to Section 21.

8. **BOUNDARY MANAGEMENT.** The City shall annually inspect the boundary of the Property and submit a written report to the DNR area manager by October 31 of each year whether or not any changes, encroachments or boundary problems are discovered. The DNR shall be responsible for addressing any boundary problems affecting title to the Property.

9. **COMPLIANCE WITH LAWS.** The City, its officers, employees, agents and contractors shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders in conducting activities pursuant to this agreement, including without limitation, those laws, rules and regulations related to the use of state owned marina areas under the jurisdiction of the DNR and the Natural Resources Commission and those specifically related to public safety and public water supplies, as they may apply. Any claim or obligation arising out of this section, either by DNR or a third party, shall survive the termination, expiration or conclusion of this agreement.

10. DNR'S USE OF PROPERTY. The DNR reserves the right to enter upon the Property at any time for any purpose in connection with programs of the DNR and temporarily use the area in such manner as to not materially interfere with the use of the area by the City. In addition, the DNR requires 24/7 access to the Fisheries/Hatchery building.

11. PRESERVATION OF NATURAL FEATURES. No trees or other vegetation may be removed or other natural features of the area disturbed without written permission of the DNR. The City may remove, without written permission, vegetation if it is deemed a public hazard or an invasive species as identified by the DNR or USDA.

12. IMPROVEMENTS. The City shall make no permanent improvements to the Property until the development plans for such improvements have been approved by the DNR. Such approval shall be in the form of an issuance of a Sovereign Lands construction permit pursuant to Iowa Code section 461A.4 and 571 IAC chapter 13 and may require compliance with additional requirements, including the State Historical Preservation Office requirements, identified in said permit. DNR shall not unreasonably withhold Sovereign Lands construction permits that are required for the City to comply with paragraph 8 of this agreement. The City shall comply with all Sovereign Lands construction permit requirements for the Property described in the permit during the term of this agreement. Regular management practices conducted by the City on the Property, including normal maintenance of any permitted improvements that do not permanently alter the characteristics of the Property may be performed without additional DNR approval. All costs associated with installing and maintaining improvements under this paragraph shall be the express responsibility of the City.

13. COMMERCIAL USE OF PROPERTY. The City may make commercial use of the Property or permit commercial use by others in accordance with the City's adopted regulations. Commercial use of the Property shall not be permitted when it will or may exclude the general public from using the Property, nor shall the general public ever be charged an access fee to the Property, be charged a fee to park in the parking lot, or be charged a fee to use the boat ramp. Non-discriminatory access restrictions are allowed where necessary for safety considerations.

All permitted commercial uses shall be approved in writing by the DNR. Commercial uses include, without limitation, agricultural operations and forest harvest conducted by the City, its employees, agents, officers and volunteers, or an independent contractor working for the City. DNR shall have the right to review all bids reviewed and considered by the City in providing its permission for such commercial uses.

14. SURRENDER OF PROPERTY. At the expiration or termination of this agreement, the City shall yield possession of the Property to the DNR and shall, within 90 days after such time, remove all improvements, structures, and equipment thereon from said land that were not present on-site when the City assumed management and that the DNR does not agree in writing may remain. All removal expenses shall be the City's, and the City shall not be compensated for any property or equipment not removed. The City shall own and be entitled to retain possession of all property and equipment the City is so required to remove from the Property. The Property shall be surrendered in as good order and condition as when the same was entered upon by the City, normal wear and tear accepted.

15. SIGNS. All DNR signs (e.g., boundary, directional, area name or regulation) may remain in place at the discretion of the City. Removal and disposal of DNR signage shall be coordinated with DNR area manager and conducted as approved by the DNR area manager. The City shall install and maintain signs

on the boundary of the area designating it as a public use area and alerting the users that it is managed by the City. Signs restricting hunting shall be installed and maintained in the event hunting is restricted by City ordinance. The City may add additional boundary, directional and regulatory signs as it deems necessary, provided they comply with all laws, the City maintains them, and the City removes them upon termination of this agreement.

16. EXPENDITURE OF FUNDS. Except as may be required to comply with paragraphs 5 and 8 of this agreement, nothing in this agreement shall obligate or bind either party to the expenditure of funds in excess of funds available to each party.

17. PUBLIC USE OF PROPERTY. Nothing in this agreement shall deny the right of the public to enter upon and use the Property for any lawful purpose whatsoever. Additionally, the general public shall never be charged an access fee to the Property, be charged a fee to park in the parking lot, or be charged a fee to use the boat ramp.

18. NONDISCRIMINATION. It is agreed that, with respect to use of the Property, the City will not exclude anyone from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of the person's race, color, sex, gender identity, sexual preference, national origin, age or disability.

19. SEVERABILITY. If any provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

20. CHOICE OF LAW AND FORUM. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa wherever jurisdiction is appropriate.

21. TERMINATION. Either party may terminate this agreement upon 30 days' written notice to the other party should it be determined that either party if; either party is substantially failing to comply with the terms of the agreement; if, through action of the legislature or governor, the DNR cannot, in the sole opinion of DNR, meet its obligations under this Contract; if, through action of the legislature or governor, the City cannot, in the sole opinion of City, meet its obligations under this Contract; if there is a natural disaster or some other event that destroys or damages any portion or aspect of the Property in such a way that materially interferes with either party, in the sole discretion of said party, fulfilling the terms of the agreement; or if there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects either party's ability to fulfill any of its obligations under this agreement.

22. OBLIGATIONS BEYOND AGREEMENT TERM. This agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this agreement. All obligations the City incurred during or existing under this agreement as of the date of expiration, termination or cancellation shall survive the termination, expiration or conclusion of this agreement.

23. SPECIAL TAX ASSESSMENTS. The City agrees that it shall not levy special tax assessments against the Property, and any improvements thereon, during the term of this agreement. Nothing in this provision shall be construed as a waiver of sovereign immunity.

24. EXECUTION. This agreement is entered into under the authority of a resolution adopted at the regular Council meeting of City of Storm Lake on _____, as shown in the minutes thereof.

CITY OF STORM LAKE

By: _____
Jon F. Kruse, Mayor

This agreement is entered into under the authority of a resolution adopted at the regular meeting of the Natural Resource Commission on December 12, 2013, as shown in the minutes thereof.

IOWA DEPARTMENT OF NATURAL RESOURCES

Chuck Gipp, Director

Date: _____

Exhibit A

Storm Lake Marina

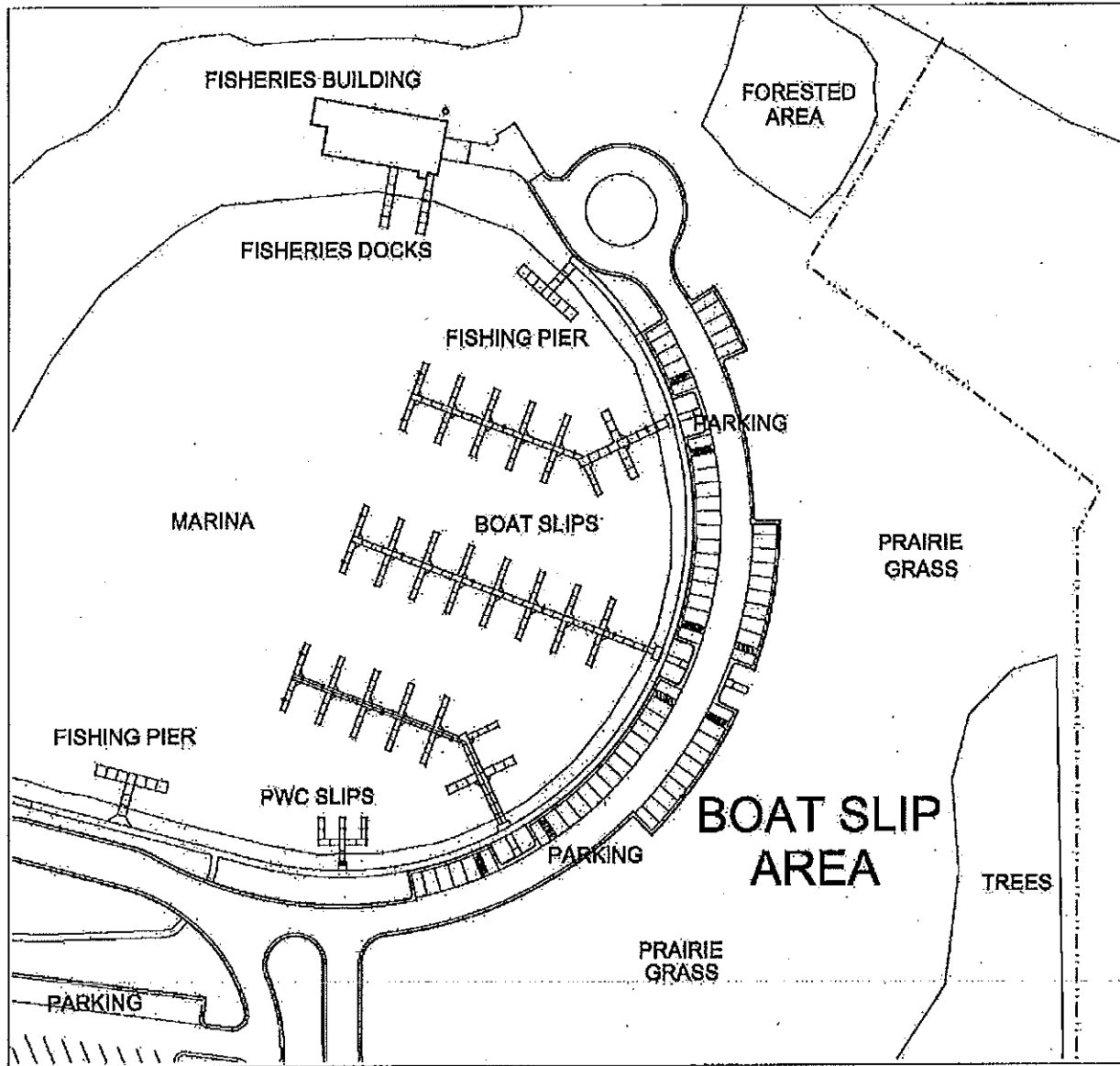
Management Agreement with City of Storm Lake

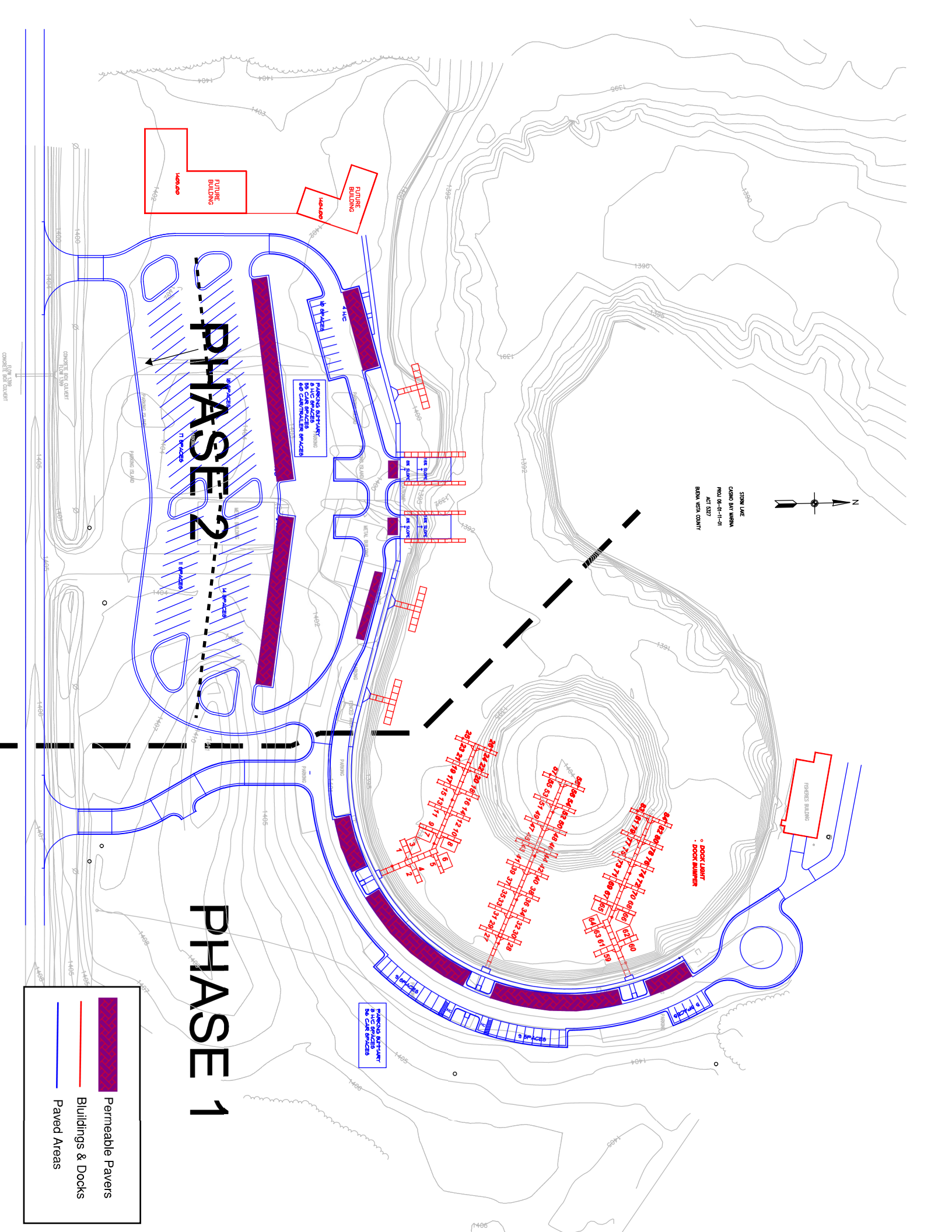


Dock Slip Configuration

80 boat slips

6 PWC slips





PHB TechBullet #16

Permeable Pavement Maintenance



Permeable pavements will last for 20-25 years with proper construction and maintenance. Maintaining surface infiltration and resulting exfiltration is key to long-term pavement performance.

Stormwater collection systems (BMPs) are designed to capture rainwater runoff containing suspended solids, nutrients and pollutants. All these systems require periodic maintenance to insure infiltration and storage capacity. Permeable pavements are no exception. Recent studies (Borgwardt) indicate that permeable systems using open graded aggregates can retain as much as 20% of their initial infiltration rates even after an extended periods (10 years) without maintenance. This is not to suggest that these systems require no or little maintenance but that the myth of clogging has been exaggerated with permeable segmental pavements.

Clogging is dependent on several factors: traffic frequency, close proximity to sediment, surrounding soil permeability, nearby disturbed soil, and frequency of maintenance. It is important to note that clogging doesn't mean zero infiltration as noted above.

PREVENTATIVE MAINTENANCE

One of the most effective methods to reduce clogging is to watch out for potential sources of unwanted sediment such as nearby or adjacent beds containing loose mulch or soil. Care should be taken to avoid runoff through these areas or to retain the sediment through additional vegetation. Permeable pavements should be inspected after major storms for heavy sediment that may have been tracked to the surface and that sediment should be removed.

Permeable pavements should be observed periodically during rain events for proper water infiltration into the system and observation pipes (if present) should be inspected at least once per year to verify water flow & exfiltration.

JOINT & VOID CLEANING

Removing sediment and debris from the joint/void opening will greatly increase surface infiltration (James, Hunt) It is common that a debris "chip" will form in the top part of the joint and this chip is best removed through light vacuuming on an annual or semi-annual basis.

Recent analysis at the Morton Arboretum permeable pavement site (near Chicago) indicate that most debris is retained in the top 1 ½” of the joint. Every 3-5 years or as dictated by observation of infiltration, the debris (some #89 stone in joints will also be removed) in the top 1 ½” should be removed and new replacement #89 stone be swept into the joints until full. Vacuum trucks designed for pavement cleaning at malls and shopping center parking areas best perform this process. Vacuum equipment with adjustable vacuum suction is preferred because debris removal is more precise and minimizes the amount of chip stone replacement. The pavement system should be dry before cleaning.



Pressure washers are not recommended on permeable pavements due to the potential to drive debris further down into the aggregate layers below and the tendency for material to be moved around and not removed. For this reason, vacuum trucks should not use sweep brooms or water spray attachments.



PAVEMENT REPAIR

A distinct advantage to segmental pavements is the ease of repair. The pavement elements can be picked up, removed and reinstated once the repair is made. Settlement areas exceeding ½” and any protruding pavers that lip by more than ¼” from surrounding pavers should be picked up and re-laid after base or bed layers are repaired. Of course, any pavers that are badly damaged should be removed and replaced with new pavers.

CLAY PAVER MAINTENANCE

Clay pavers require no special maintenance as natural weathering keeps most clay paving systems clean and beautiful.

For specific cleaning situations like oil stains or spills, use commercial cleaners generally available at masonry supply outlets. When using any type of cleaner, always test on a small hidden portion of the pavement. Pre-wet the pavement thoroughly before cleaning and rinse after with clean water. The use of some acid cleaners may cause staining in some types of clay pavers. Vanatrol or 202V Vana-Stop or an equivalent product should be used to clean all light colored and brown pavers. DO NOT USE MURIATIC ACID.

Sealers should not be used on a permeable pavement due to the potential of compromising infiltration through the void areas.

SNOW REMOVAL & DEICING

Snow and ice can be removed with normal hand equipment or motorized vehicles. Snowplow blades should be equipped with a rubber edge and set @ 1/4" above the pavement. Rotary brushes and snow blowers can also be used. The use of rock salts or sodium based deicers can be used but are likely to produce efflorescence for a period of time. Pure magnesium chloride is a premium de-icer shown to not effloresce in lab testing. Sand used for traction should be avoided as the sand will increase clogging. Fortunately, plowed permeable systems tend to stay drier with minimal ice due to the natural draining of the pavement and to the transfer of warmer air from below the frost line to the surface (depends on base thickness).

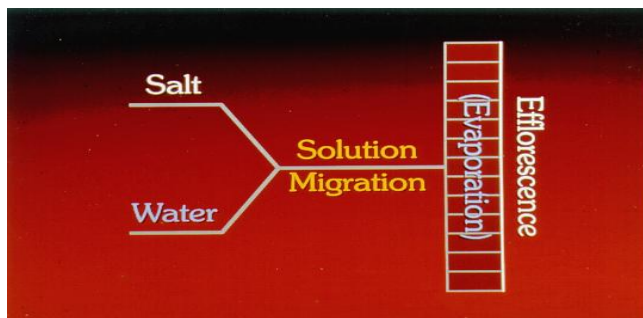


EFFLORESCENCE



Efflorescence is a white powder residue produced by common salt sources such as de-icer & snow melt products, cement products or certain types of aggregates. The residue shows up on the paver surface through water evaporation even though the salt rarely comes from the paver itself. Avoiding sources of common soluble salts in the paving system is the best way to prevent efflorescence.

HOW EFFLORESCENCE OCCURS



COMMON SALT SOURCES

Base Aggregates like limestone
Bedding Sands like stone screenings
Snow Melt Products like rock salt
Cement Products like concrete & mortar
Treated Water
Fertilizers
Pre-emergent Weed Killers

BEST PRACTICES

- Avoid salt carrying aggregates like limestone. **Limestone aggregates and manufactured sands should not be used if efflorescence is a concern.**

- Educate the customer in advance that certain situations or products will cause efflorescence to appear on the paver but it will go away as salts dissipate. In the case of salt carrying aggregates, the salts may never fully dissipate.
- Recommend magnesium chloride de-icer products (MagChloride). This premium type de-icer works better in colder temperatures as well as minimizes efflorescence later.

EFFLORESCENCE REMOVAL

- Vacuum the salt powder if possible. Then, flush the surface with water, preferably downgrade, to wash the salt away from the pavement surface. This process will need to be repeated, after drying, as some salts will get re-absorbed into the pavers and the salt will reappear when water evaporates.
- If the salt does not disappear in contact with water, the salt stain will need to be removed by a special cleaner like *ProSoCo's Light Duty Concrete Cleaner*.

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Staff Summary

1/6/2014

Agenda Item # 4.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mike Wilson, Community Development Director

SUBJECT: **Motion Approving The Storm Lake Marina Operator Contract**

BACKGROUND: Per the previous agenda item Council has approved the Management Agreement with the Department of Natural Resources for the management of the Storm Lake Marina. Pursuant to that Agreement the City issued an RFP to about 15 existing marina operators in hopes of attracting an operator for this marina.

After reviewing the submitted proposals and interviewing the companies, City staff has selected Wheel Camping and Marine (Wheel) of Worthington, MN to be the next marina operator.

Wheel has been in the boat, hoist and dock sales and servicing business for over 30 years. In addition they also do repair work on campers and RV's. Wheel is owned by Brian Nielsen and his wife.

Their plan for this facility includes new and used boat, motor and trailer sales and servicing, boat accessories, convenience store items, gas sales, hoist installation and removal, dock sales, slip rental, boat storage and a food and beverage operation. They will completely furnish the repair shop so that all repairs can be made on site and will staff the facility with a mechanic. New boats will be on display. They will also do camper and RV repair work.

The contract calls for lease payments to the City in the amount of 3% of revenue net of sales tax or \$12,000 per year whichever is greater.

FISCAL IMPACT: The City's expense will include about \$5,600 for insurance, an estimated \$2,000 for maintenance of the permeable pavers and an estimated \$5,000 for building maintenance. With minimum lease income of \$12,000 the City's expenses should be covered.

Going forward we would anticipate lease revenue to increase as the business ramps up. We would also anticipate the building maintenance expense could also increase over time.

We do not expect this to be either a significant profit center or drain on City resources.

RECOMMENDATION: Approve the Motion

ATTACHMENTS:

Description

Type

📎 [Marina Operator Contract](#)

Contract

STORM LAKE MARINA OPERATOR CONTRACT

This contract (the "Contract") is made between the City of Storm Lake, Iowa (the "City") and Wheel Camping and Marine, Inc. (the "Operator"), a Minnesota corporation.

Recitals

The State of Iowa, acting through the Iowa Department of Natural Resources ("DNR"), has recently entered into a twenty-five year management agreement with the City (the "City's Management Agreement") under which the City has full authority and responsibility for the management of operations at the Storm Lake Marina (the "Marina"), a marina owned by the State of Iowa that is located on the southwest shore of Storm Lake (the "Lake"). The City is willing to permit Operator, as an independent private contractor, to operate the Marina as a commercial concession during the term of, and under the provisions of, this Contract, under the general management of the City. The Operator desires the City to permit the Operator to operate the Marina as a commercial concession for profit. The Marina will be open to the general public. The Operator will be responsible for providing the services described below and the day-to-day operations of the Marina, subject to the oversight and general management of the City. This Contract is intended to embody and govern the relative rights and responsibilities of the City and the Operator with respect to the operation of the Marina.

Terms of Agreement

In consideration of the mutual covenants, promises, and agreements herein contained, the City and Operator agree as follows:

Section 1. Effective Date and Term. The terms and conditions of this Contract shall bind the parties as of the date on which it has been signed by all parties (the "Effective Date"). The term of the Contract shall commence on the Effective Date and terminate December 31, 2016, or the date on which the City's Management Agreement is terminated, whichever is sooner. However, all financial obligations and liability of the parties accruing during the life of this Contract or arising from this Contract survive the termination of this Contract.

Section 2. Marina Facilities. The Operator shall have full access to, and use of, the following existing Marina facilities in Operator's Marina operation:

1. The Marina concession building;
2. A building for boat repairs and storage;

3. A fenced maintenance yard;
4. Gas pump, storage, and gas service dock;
5. Courtesy docks in front of the concession building;
6. Two boat ramps;
7. Two fishing piers;
8. Dock system with eighty boat slips;
9. Dock lighting and electricity; and
10. Docking and hoists for six personal watercraft,

(the Facilities). The Facilities are situated on the Marina complex, shown on attached Exhibits A and B. However, the Marina complex does not include the Fisheries Building or Fisheries Docks. Except as otherwise provided by this Contract, the City, at its expense, shall be responsible for the structural maintenance of the Facilities. The Operator shall promptly notify the City of needed structural maintenance of the Facilities when the Operator becomes aware of it. The Operator shall not modify the Facilities without written approval from the City, and shall be liable for their repair, removal and reconstruction in the event Operator does make unauthorized modifications. The Operator shall not construct any buildings or structures or make any improvements to the Marina complex without first obtaining written authorization from the City's Manager, Assistant City Manager, or the City Manager's designee.

Section 3. Services. The Operator shall provide high quality marina services and strong customer service to the general public. The Marina services to be provided by the Operator, at Operator's expense, shall include the following:

1. Watercraft sales, rental, and service;
2. Marina boat slip rentals;
3. The sale of convenience store items such as soft drinks, snacks, and ice;
4. Food and beverage service which shall include the sale of alcoholic beverages that may be consumed on site or carried out;
5. Seasonal boat storage;
6. The provision and sale of boat gasoline and oil;
7. The sale of boating accessories;
8. The installation, removal, and seasonal storage of customers' hoists;
9. Dock and hoist sales;
10. The provision and sale of hunting and fishing licenses;
11. The provision and sale of hunting and fishing supplies;
12. Routine maintenance of the Marina grounds surrounding the Facilities;
13. General maintenance of Marina buildings; and
14. The day-to-day management of any future facilities that the City provides to Operator,

"the Marina Services." The Operator shall offer no services other than the Marina Services without first obtaining written authorization from the City's Manager, Assistant City Manager, or the City Manager's designee. The Operator may subcontract with others for the provision of some of the Marina Services or other authorized services. Operator shall ensure that each subcontractor complies with those obligations of the Operator under this Contract that are delegated or assigned by Operator to the subcontractor or assumed by the subcontractor. No use may be made of the Facilities or of the Marina grounds that excludes the general public from using the Marina. However, nondiscriminatory access restrictions are allowed where necessary for safety considerations. Smoking shall be prohibited in all buildings.

Section 4. Additional Obligations of Operator. The Operator, at its expense, shall provide all food, beverages, and merchandise sold, all inventory, all labor, facilities, and equipment needed to Operate the Marina and to keep the Facilities and surrounding grounds clean and sanitary, and all utilities, including full payment of electricity, water, sewer, telephone, and internet charges, as well as any deposits for initiation of utility service. The Operator, at operator's expense, shall keep the buildings clean and sanitary, and shall be responsible for general non-structural maintenance. Operator shall keep the Facilities well maintained. The Operator, at its expense, shall be responsible for collecting from the area of the Facilities and adjacent parking lots all rubbish, garbage, and debris that may accrue due to the Operator's Marina operation and place it in containers. The Operator shall be responsible for contracting with a garbage removal service to empty the containers of refuse and take it to any approved landfill. The Operator, at its expense, shall mow the grass in the Marina complex at proper times.

Section 5. Operator in Business as an Independent Contractor. Except as may otherwise be provided in this Contract, the Operator, at its expense, shall provide the Marina Services as an independent private contractor and, subject to the requirements of this Contract, shall operate the Marina as the Operator's own business. Revenues generated in the operation of the Marina shall be the Operator's, subject to the Operator's payment to the City of the periodic concessionaire fees set forth below in Section 6. The Operator, at Operator's expense, shall secure all permits and licenses required by any law, rule, regulation, or ordinance for the operation of the Marina.

Section 6. Concessionaire Fees/Revenue Reports. On or before the 15th day of each calendar month, the Operator shall pay to the City a concessionaire fee equal to \$1,000.00 or three percent (3%) of the Operator's gross revenue for the calendar month preceding the month in which the payment is to be made, whichever is greater. For this purpose, the term "gross revenue" excludes sales tax collected by the Operator but includes all of Operator's revenue generated by the Marina Services or other authorized services to the extent the Marina Services or other authorized services are a) provided at the Marina Complex, b) provided to customers

who initially contact the Operator, its employees, and agents about such services at the Marina complex or by telephone, mail, internet, or other means of communication at a number, address, e-mail address, social media site, or IP address which is identified or associated with the Marina or with the Operator's business at the Marina, c) provided to customers who are initially contacted by the Operator, its employees, and agents about such services from the Marina complex or by means of a telephone, internet e-mail account, social media site, or an internet website whose number, e-mail address, social media identifier or IP address is identified or associated with the Marina, d) provided to customers who are initially contacted about such services by mail or other written communication bearing the logo, name, address, telephone number, e-mail address, social media identifier, or IP address of the Marina or of the Operator's business operating the Marina, or e) provided to customers who were initially contacted about the services by the Operator, or an employee or agent of the Operator who, at the time of the contact, was either based at the Marina or represented himself or herself to be based at the Marina or acting on behalf of the Marina. The Operator shall not advertise or solicit customers in the Facilities or on the Marina complex for any business or service located outside of the Marina Complex. The Operator shall submit revenue reports to the City, with revenue categorized in the format as shown on the attached Exhibit C or in such other reasonable format as the City, from time to time, may prescribe in writing. Concessionaire fees not timely paid shall bear interest at the rate of Five percent (5%) per annum.

Section 7. DNR'S Use of Marina Property. DNR shall have the right to enter upon the Marina complex, including, without limitation, all of the Facilities, at any time for any purpose in connection with programs of the DNR and temporarily use the area and facilities in such a manner as to not materially interfere with the use of the area and facilities by the Operator. In addition, the DNR shall have access at all times to the Fisheries/Hatchery building.

Section 8. Preservation of Natural Features. No trees or other vegetation shall be removed or other natural features of the area disturbed without advance written permission of the City, except that removal of vegetation reasonably deemed by Operator to be a public hazard is permitted without first obtaining written permission of the City.

Section 9. Compliance with Laws. The Operator, its officers, employees, agents and subcontractors, shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders in conducting activities pursuant to this Contract, including without limitation, those laws, rules and regulations related to the use of state-owned marina areas under the jurisdiction of the DNR and the Natural Resources Commission and those specifically related to public safety and public water supplies, as they may apply. The Operator, at its expense, shall secure and maintain any permits and licenses required by law in its operation of the Marina. Any claim or obligation arising out of this Section, either by the City or a third party, shall survive the termination, expiration, or conclusion of this Contract.

Section 10. Nondiscrimination. The Operator, its officers, employees, agents and subcontractors, shall not exclude any person from participation in services, deny any person service, or otherwise subject any person to discrimination because of the person's race, color, religion, sex, gender identity, sexual preference, national origin, age, or disability.

Section 11. Signs and Advertising on Marina Complex Grounds. The Operator shall not remove signs posted by either the DNR or the City without first obtaining written authorization from the City. The Operator shall not post any signs or other advertising on the outside of any building in the Marina complex or otherwise on the Marina complex grounds without first obtaining written authorization from the City.

Section 12. City Inspections and Reviews. The City reserves the right to enter the Marina complex, including, without limitation, the Facilities, at any time for the purpose of making alterations, improvements, repairs, and to inspect the Facilities and Marina operation. The Operator shall be available for monthly reviews of the Marina operation with City representatives. The City shall have the right to inspect the Operator's business records for the Marina operation at any reasonable time. The Operator shall maintain all business records for the Marina operation for the life of the contract plus three years.

Section 13. Performance Standard. The Operator projects annual gross revenue (excluding sales taxes collected by the Operator) in each of the three years during the term of this Contract to be \$369,000.00. Failure of the Operator to generate in any calendar year gross revenue (excluding sales taxes) from the Marina Services and any other authorized services of sixty percent (60%) of such projection shall be grounds for the City to immediately terminate this Contract early as provided in Section 20.

Section 14. Indemnification. The Operator shall indemnify and hold harmless the City, its officers, employees, and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments, including reasonable attorneys' fees of other counsel required to defend the City related to or arising from:

- a) Any breach of this Contract;
- b) Any negligent, intentional, or wrongful act or omission of the Operator or any agent or subcontractor used or employed by the Operator;
- c) The performance or attempted performance of this Contract by the Operator, Operator's agent or Operator's subcontractor;
- d) Any failure by the Operator, Operator's agent or Operator's subcontractor to comply with all applicable laws, regulations, rules, ordinances, and orders as required by this Contract;
- e) Any failure by the Operator to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or

costs required of the Operator to conduct business in the State of Iowa or any political subdivision of the State of Iowa.

f) Any infringement of any copyright, trademark, patent, or other intellectual property right; and

g) Any failure by the Operator to adhere to the confidentiality provisions of this Contract.

The Operator's indemnification obligation shall survive termination of this Contract.

Section 15. Insurance. The Operator shall carry appropriate liability and worker's compensation insurance throughout the effective duration of this Contract. A minimum of \$5,000,000.00 liability coverage is required. The City shall be notified of any change in insurance coverage at least ten days before the change. The liability insurance policy shall name the City as an additional insured party and shall be "occurrence" type insurance rather than "claims made." The Operator shall furnish certificates of such coverage to the City prior to commencement of the Operator's operation of the Marina.

Section 16. Limited Right to Use Property. This contract does no more than to grant the Operator the right to operate a commercial concession on State-owned, City-managed property. This Contract does not create an interest, personal or real, in the real estate or facilities owned by the State of Iowa and managed by the City.

Section 17. Public Use of Public Facilities. Nothing in this Contract shall restrict the public from using the Facilities for any lawful purpose; nor shall it restrict the State of Iowa, any agency thereof, or the City from entering upon the Marina complex, including without limitation the Facilities, in order to carry out its responsibilities.

Section 18. Pets Prohibited. Cats, dogs, birds, or other pets are not to be kept in, on, or around the premises covered by this Contract.

Section 19. Non-Exclusive Rights. This Contract is not exclusive. The City reserves the right to select other concessionaires to provide additional services at the Marina complex, including the Facilities, not similar to those provided by the Operator during the term of this Contract; or if the Operator no longer operates or does not utilize some of the Facilities provided by this Contract, the City reserves the right to select other concessionaires to provide such services and Operator agrees not to interfere with contracts between the City and such other concessionaires.

Section 20. Immediate Termination by the City. The City may terminate this Contract for any of the following reasons effective immediately without advance notice:

- a) If Operator is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of this Contract effective as of the date on which the license or certification is no longer in effect;
- b) The City determines that the actions, or failure to act, of the Operator, its agents, employees, or subcontractors have caused, or reasonably could cause, a person's life, health, or safety to be jeopardized;
- c) The Operator fails to comply with the confidentiality laws or provisions;
- d) The Operator furnished any statement, representation, or certification in connection with this Contract or the Request for Proposals process which is materially false, deceptive, incorrect or incomplete.
- e) The Operator fails to meet the performance standard set forth in Section 13 above.

Section 21. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Operator in default of its obligations under this Contract:

- a) The Operator fails to perform, to the City's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract;
- b) The City determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;
- c) The Operator becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Operator terminates or suspends its business; or the City reasonably believes that the Operator has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal and state law;
- d) The Operator has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;
- e) The Operator has engaged in conduct that has exposed or may expose the City to liability, as determined in the City's sole discretion; or
- f) The Operator has infringed any patent, trademark, copyright, or other intellectual property right.

Section 22. Notice of Default. If there is a default event by the Operator as specified in Section 21, the City shall provide written notice of the default event to the Operator requesting the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Operator, such period of time to cure the defect not being less than ten (10) days. If the breach or noncompliance is not remedied by the date in the written notice, the City may either:

- a) Immediately terminate the Contract without additional written notice; or,

b) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

This provisions of this Section 22 shall not apply to those events identified in Section 20.

Section 23. Remedies of the Operator in Event of Termination by the City or Termination because of the Termination of the City's Management Agreement. In the event of termination of this Contract for any reason by the City, or in the event of termination of the contract because of the termination of the City's Management Agreement, the City shall pay only those amounts, if any, due and owing to the Operator for services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Operator's claim. The Operator shall pay the City any fees or monies owed to the City as of the date of termination. This provision in no way limits the remedies available to the City under this Contract in the event of termination. However, the City shall not be liable for any of the following costs:

- a.) The payment of unemployment compensation to the Operator's employees;
- b.) The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- c.) Any costs incurred by the Operator in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of this Contract;
- d.) Any taxes that may be owed by the Operator in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes, or property taxes.

Section 24. Termination by City or Operator if DNR or City Elects Not to Repair or Rebuild. If the Marina concession building, the building for boat repairs and storage, or the dock system is destroyed or damaged, due to a natural disaster or any other cause, to the extent it is unusable for its purpose in the Marina operation without repair or rebuilding, and the DNR or the City elects not to repair or rebuild such component of the Facilities to its condition before the damage or destruction, either the Operator or the City may terminate this Contract, if the damage or destruction was not due, in any part, to the actions or negligence of the party seeking to terminate the Contract, by giving written notice of the termination to the other party thirty days in advance of the termination date specified in the notice, provided that the Contract may be terminated earlier by agreement of the parties under such circumstances. The notice of termination given pursuant to this section shall state the reason for the termination. The City shall not be obligated to repair or rebuild any one or more of the Facilities if they are destroyed or damaged to the extent they are unusable for their purpose in the Marina operation without repair or rebuilding.

Section 25. Operator's Termination Duties. The Operator, upon termination of the contract or upon request of the City, shall:

- a.) Cease work under this Contract;
- b.) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the Operator;
- c.) Comply with the City's instructions for the timely transfer of property under the control of the Operator under this Contract;
- d.) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement operator;
- e.) Immediately return to the City any payments made by the City for services that were not rendered by the Operator.

The Operator's obligations under this section shall survive the termination of this Contract.

Section 26. Inventory and Removal of Personal Property. The Operator shall furnish the City a complete inventory of equipment and personal property owned by, leased by, or lent to Operator which will be placed on the Marina Grounds or in or on the Facilities. Any additional equipment or personal property acquired or introduced for use at the Marina during the term of this Contract shall be reported as soon as it is acquired or placed in service. Upon termination of this Contract, the Operator shall, after notice from the City, remove the equipment and personal property listed in the City's notice from the Marina complex within the time specified in the notice. The Operator's obligations under this section shall survive the termination of this Contract.

Section 27. Cleaning, Repairing and Final Inspection at the End of Contract Period. The Operator shall clean the Facilities and return them to the City in satisfactory condition, within a period of time specified by the City, prior to Contract termination. The City will perform a final inspection of the Facilities. If the City determines, in its sole discretion, that the Facilities are not in satisfactory condition, the City will provide the Operator with a list of corrective actions and specified period of time in which to complete the actions. If the Operator fails to return the Facilities to the City in satisfactory condition, the City may take the necessary corrective actions, the cost of which shall be invoiced by the City to, and paid by, the Operator. Notwithstanding the provisions of this Section 27, the Operator may surrender, in their then-present condition, any of the Facilities that have been destroyed or damaged, through no fault of the Operator, to the extent they are unusable for their purpose in the Marina operation without repair or rebuilding, if neither the DNR nor the City repairs or rebuilds such Facilities.

Section 28. Confidentiality and Sensitive Information. The Operator and its employees, agents, and subcontractors may have access to confidential data maintained to the extent necessary to carry out its responsibilities under this Contract, including but not limited to

credit card numbers and other personal information. The Operator shall provide to the City a written description of its policies and procedures to safeguard this information and shall ensure the City such policies meet industry-wide accepted standards for the handling of such information. Policies developed shall address, as appropriate, information conveyed in oral, written, and electronic formats. The Operator shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of this Contract.

Section 29. Tax Liability. The Operator shall timely pay all taxes and assessments or other public charges levied or assessed by a lawful authority, reasonably preserving the Operator's right of appeal, against its personal property on the Marina complex during the term of this Contract. The Operator shall collect and pay all federal, state, and local taxes associated with Operator's business activities undertaken pursuant to this Contract, except any real estate taxes on the state-owned Marina real estate or Marina buildings.

Section 30. Delivery of Notices. All written notices under this Contract shall be personally delivered or delivered by certified mail, return receipt requested. Notice given by certified mail, return receipt requested, shall be deemed completed and given three days after the mailed notice is postmarked, or, if sooner, on the date of the signed return receipt.

a.) Notice by Certified Mail to Operator. Notice delivered by certified mail shall be delivered to the Operator at the Operator's current mailing address. The Operator's current mailing address is shown below the Operator's signature on this Contract. The Operator shall notify the City in writing of any changes of the Operator's current mailing address.

b.) Notice by Certified Mail to the City. Notice delivered by certified mail to the City shall be addressed to: City Clerk, City Hall, P.O. Box 1086, Storm Lake, IA 50588.

c.) Notice by Personal Delivery. Written notice to the Operator may be delivered personally at the Marina or elsewhere to any officer, employee or agent of the Operator. Written notice to the City may be delivered personally to the City Manager, the Assistant City Manager, or the City Clerk at City Hall, 620 Eric Street, Storm Lake, Iowa.

Section 31. Assignment/Subcontracting. This Contract may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in the Operator shall be considered an assignment. This provision shall not prohibit the Operator from subcontracting elements of the marina operation, but the Operator shall remain responsible to the City for all obligations of the Operator under this Contract if the Operator subcontracts the performance of any services. All restrictions, obligations and responsibilities of the Operator under this Contract shall also apply to the subcontractors. The Operator shall notify the City in writing of all subcontracts under this Contract. The City shall have the right to require removal of a subcontractor from the contract for good cause.

Section 32. Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting a partnership, joint venture, or other association of any kind or agent and principal relationship. Each party shall be deemed to be an independent Contractor. Neither party, unless specifically provided for in this Contract, has the authority to enter into any Contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to this Contract.

Section 33. Waiver. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

Section 34. Severability. If any provision of this Contract is determined by a Court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

Section 35. Authorization. Each party to this Contract represents and warrants to the other party that it has the right, power and authority to enter into and perform its obligations under this Contract and has taken all requisite action to approve execution, delivery, and performance of this Contract, and this contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

Section 36. Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

Section 37. Delay or Impossibility of Performance. The Operator shall not be in default under this Contract if performance is delayed or made impossible by an act of God, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Operator. If delay results from a subcontractor's conduct, negligence, or failure to perform, the Operator shall not be excused from compliance with the terms and obligations of this Contract.

Section 38. Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract, without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in the Iowa District Court for Buena Vista County, Storm Lake, Iowa, or in the United States District Court for the Northern District of Iowa, whichever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability which may be available to the City.

Section 39. Headings or Captions. The section and paragraph headings or captions in this Contract are for identification purposes only and do not limit or construe the contents of the sections or paragraphs.

CITY OF STORM LAKE, IOWA

Date: _____

By: _____
Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

WHEEL CAMPING AND MARINE, INC.

Date: 12-26-13

By: 
Brian Nielsen, President
Address of Wheel Camping and Marine, Inc.:
555 Kragness Avenue, Worthington, MN 56187

Staff Summary

1/6/2014

Agenda Item # 5.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Resolution No. 50-R-2013-2014 Setting Public Hearing For Sale Of Land**

BACKGROUND: The City of Storm Lake is proceeding forward with the negotiation process on the purchase and acquisition on land for the North Central Storm Water Project which is currently in the design phase. One of the parcels that the City needs to acquire is a three (3) acre parcel on the north end of the project on property currently owned by the Peterson family.

In working on the acquisition of this property the Petersons were willing to work with the City on a discounted price under a few conditions as follows:

We acquire all of the roughly 12 acres of land available
We acquire the property early in 2014

Based on these requirements we worked with another individual, Steve Brashears, to purchase the remaining portion of the land from the City in exchange for commitment to develop the land for housing within certain period of time or the City reserves the right to purchase the land back from Brashears at the sale price plus interest.

The City can not purchase property or easementss until the State of Iowa has approved and given environmental clearance on the project, which is anticipated sometime in next three to four months. Thus at this point the City is optaining an option on the propoerty (will be available for Council approval on January 20th Meeting following a public hearing).

The action before the Council on January 6, 2014 is to set a public hearing on the sale of the nine acres to Brashears. Iowa Law requires that the City hold a public hearing prior to authorizing the sale of property. Since the agreement to purchase includes the sale of property to Brashears the City must hold the hearing on the purchase as well. Approval of this agenda item will set the public

hearing for January 20th, 2014 at 5:00PM. Council can then consider the actual option (which is attached to this staff summary).

Finally, once the State of Iowa has approved the environmental work the City Council can consider the actual purchase and sale.

FISCAL IMPACT:

The total cost of the purchase of the 12 acres of land is \$75,000 of which the City will turn around and sell nine acres to Brashears for \$45,000 for a net cost to the City of \$30,000. There will be some additional costs involved for legal and closing costs on the property.

RECOMMENDATION:

Adopt Resolution No. 50-R-2013-2014

ATTACHMENTS:

Description		Type
	Resolution No. 50-R-2013-2014	Resolution
	Option to Buy Real Estate	Backup Material

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 Brasherses 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 BRASHEARSEs REQUIRED. Within three years of the conveyance of the Development Parcel from the City to the Brashearses, the Brashears, 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

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 E½ of the NE¼ 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 NE¼ 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 (NE¼) a distance of 150.00 Feet to the place of beginning.

And

A part of the East Half (E½) Northeast Quarter (NE¼) 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 (NE¼) 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 NE¼ 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 NE¼ 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 NE¼ 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 E½ of the NE¼ 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 NE¼ 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 (NE¼) a distance of 150.00 Feet to the place of beginning.

And

A part of the E½ of the NE¼ 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 NE¼, Section 34, Township 91 North, Range 37 West of the Fifth P.M.; thence North 00°13' East along the East line of said NE¼ a distance of 400.00 Feet to the point of beginning; thence continuing North 00°13' East along the East

line of said NE $\frac{1}{4}$ 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 NE $\frac{1}{4}$ 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 NE $\frac{1}{4}$ 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 (E $\frac{1}{2}$) Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE $\frac{1}{4}$ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE $\frac{1}{4}$ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE $\frac{1}{4}$ 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 NE $\frac{1}{4}$ of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE $\frac{1}{4}$ a distance of 400.0 Feet to the point of beginning; thence continuing North 00°13' East along the East line of said NE $\frac{1}{4}$ 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 NE $\frac{1}{4}$ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East along the South line of said NE $\frac{1}{4}$

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.

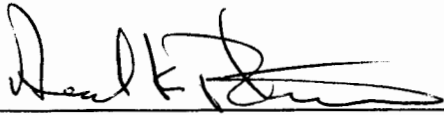
5. FAILURE TO EXERCISE THE OPTION. If the City does not exercise this option, any sum paid by City to the Trust and the Petersons for the option shall be retained by the Trust and the Petersons, free of all claims by the City, its successors, or assigns, and neither the City nor the Trust and the Petersons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

6. BRASHEARSES' 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.

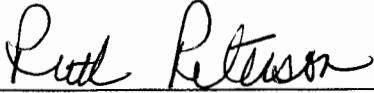
8. RECORDING OPTION. This option may be recorded by of the City, the Trust, the Petersons, or the Brashearses in the Buena Vista County, Iowa Recorder's Office or elsewhere.

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



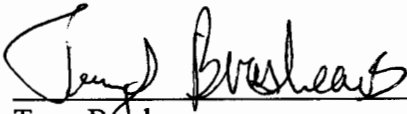
Ruth A. Peterson

BY: _____
Jon F. Kruse, Mayor



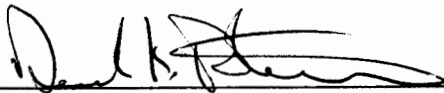
Steven Brashears

ATTEST:

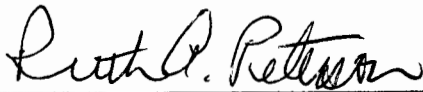


Terry Brashears

Justin Yarosevich, City Clerk



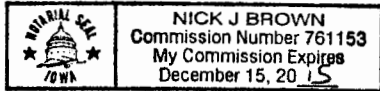
David K. Peterson, as Trustee of the
Peterson Family Trust



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

STATE OF IOWA, COUNTY OF BUENA VISTA

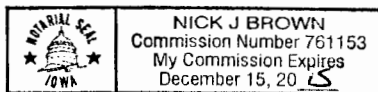
This record was acknowledged before me on 12 / 30 / 13, by David K. Peterson and Ruth A. Peterson, husband and wife.



Nick J. Brown
Nick J. Brown, Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

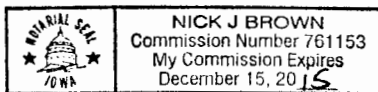
This record was acknowledged before me on 12 / 30 / 13, by David K. Peterson and Ruth A. Peterson, as Trustees of the Peterson Family Trust.



Nick J. Brown
Nick J. Brown, Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on 12 / 30 / 13, by Steven Brashears and Terry Brashears, husband and wife.



Nick J. Brown
Nick J. Brown, 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

1/6/2014

Agenda Item # 6.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Approving Amendment To City Manager Contract**

BACKGROUND: Following a motion to amend the compensation package of the City Manager at the City Council meeting on December 16, 2013 and due to a required change in how the City pays for his health insurance, an amendment to the City Manager Contract is in order.

The attached amendment will formalize his salary increases and out line the changes to the Health Insurance portion of his contract.

The original contract called for the direct payment by the City to Mr. Patrick's insurance. New Federal Affordable Care Act regulations will not permit that practice any longer so the City must now add compensation to Mr. Patrick's salary to make payments on his health insurance policy. These payments in calendar year 2014 will be made four times per year with the first pay check in January, April, July, and October.

The amendment was drafted by Assistant City Attorney Paul Havens and was reviewed by Mr. Patrick.

FISCAL IMPACT: The cost of the insurance payment will now be reimbursed as a \$4,000 annual increase to Mr. Patrick's salary.

In addition the City Council provided Mr. Patrick with an increase of \$5,600 which Mr. Patrick was allowed to split as he preferred between salary, retirement, and training. He has chosen to increase his salary by \$1,600 and his retirement contribution by \$1,200.

RECOMMENDATION: Approve Contract Amendment #1

ATTACHMENTS:

Description	Type
 First Amendment to Employment Agreement	Contract

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

The following First Amendment To Employment Agreement is reached this 6th day of January, 2014, by and between the City of Storm Lake (hereinafter CITY) and James H. Patrick (hereinafter PATRICK).

BACKGROUND

On November 11, 2009, the CITY entered into an Employment Agreement with PATRICK in which he was hired to serve as City Manager of CITY. Included within that Agreement, provisions were made to set his annual compensation, to set the CITY's contribution to his ICMA-RC retirement plan and a provision was made to reimburse him for the annual cost of supplemental health insurance coverage that he had privately obtained from Military Officers Association of America. . Subsequently, in December of each succeeding year, the Council has made certain adjustments to his compensation package.

One purpose of this Amendment therefore is to set forth in writing the current amounts payable to him as salary, deferred compensation, and health insurance reimbursement. as of calendar year 2013 and then to set forth the amounts that have been agreed upon with respect to his total compensation package for 2014.

A second purpose of this Agreement is to reflect the fact that under the provisions of the Affordable Care Act, payments made to reimburse PATRICK for health insurance premiums can no longer be paid to him on a tax free basis but must be included in his taxable compensation. The Council has therefore determined that in addition to the normal increase in his salary that the parties have agreed to, his base compensation will be increased by an additional four thousand

dollars (\$4,000.00) in lieu of reimbursing him for health insurance premiums paid.

For the purpose of comparing and understanding his compensation package for the year 2014, the parties hereby agree that for the year 2013, PATRICK'S compensation was as follows:

1. BASE SALARY - \$106,400.00
2. CONTRIBUTION TO HIS ICMA/RC RETIREMENT PLAN - \$9,500.00
3. HEALTH INSURANCE REIMBURSEMENT - \$4,014.36.

COMPENSATION FOR 2014

1. Base Salary. The parties hereby agree that the salary for PATRICK for the calendar year 2014 will be in the amount of One Hundred Twelve Thousand Dollars (\$112,000.00). This amount includes the Four Thousand Dollar (\$4,000.00) additional compensation which is to be paid to him in lieu of directly paying his medical insurance premiums. For calendar year 2014, One Hundred Eight Thousand Dollars (\$108,000.00) of his salary will be paid in equal installments at the same time as other salaried City employees are paid. For calendar year 2014, the other Four Thousand Dollars (\$4,000.00) will be paid to PATRICK in four (4) equal quarterly installments in or with the first payroll checks issued to salaried staff in the months of January, April, July, and October of 2014. For 2015 and later calendar years, the additional compensation paid in lieu of the reimbursement of PATRICK'S medical insurance premiums will be paid in equal installments at the time of regular payroll payments made to PATRICK.

2. Contributions To ICMA/RC Retirement Plan. The parties agree that CITY will contribute the amount of Ten Thousand Seven Hundred Dollars (\$10,700.00) to PATRICK's ICMA/RC Retirement Plan.

3. Health Insurance Premium Reimbursement. As previously stated, PATRICK will no longer have his health insurance premiums paid by the City and he is instead receiving the

additional Four Thousand Dollar (\$4,000.00) increase in his salary as set forth above.

The parties recognize and understand that in future years, the cost of health insurance premiums for PATRICK may increase and that in fairness to PATRICK, the Council may need to consider further adjustments to his base salary to reflect the increased costs of those premiums and which adjustment would be in addition to any increase in base salary which the Council might otherwise approve in any subsequent year.

The parties further agree that other than the changes in amounts of compensation and the deletion of the health insurance premium reimbursement set forth herein, all of the remaining provisions of the Employment Agreement dated November 11, 2009 remain in full force and effect.

CITY OF STORM LAKE, IOWA



James H. Patrick

By: _____
Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

1/6/2014

Agenda Item # 7.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Approving Contract With CTS For Soil Borings On North Central Storm Water Project**

BACKGROUND: The City along with the project engineer Bolton & Menk are working through the final plans and specifications for the North Central Storm Water Project. Prior to finalizing those plans and specifications the engineer needs to know the types of soils that we have in the general areas where we are proposing holding and filtration ponds.

In order to achieve an understanding of what types of soils we are working with we are proposing that we sub-contract with CTS to do five soil borings in the project area at a depth of 25 feet for each bore.

CTS has done similar work for the City previously and the City has been pleased with their work. They have agreed to do the work this time for a lump sum fee and within the timeline that will be beneficial to the project engineer to finish plans and specifications in time to keep the project on schedule.

CTS is proposing to commence work within 7 to 10 days of the approval of the agreement. CTS will provide three copies of the final report.

All of the property that the drilling will be conducted on or that the drill rig will have to go through have been contacted and have provided permission to conduct the drilling on their property (this is only one private property owner - all other property is owned by the City of Storm Lake).

FISCAL IMPACT: Total cost of the contract is \$3,440.00.

RECOMMENDATION: Approve Contract & Authorize Mayor to Sign

ATTACHMENTS:

Description	Type
 CTS Agreement NC SW Project	Contract



Certified Testing Services, Inc.

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

December 26, 2013

Attn: Mr. Justin Yarosevich
Assistant City Manager
City of Storm Lake
P.O. Box 1086
620 Erie Street
Storm Lake, Iowa 50588

RE: Geotechnical Exploration Services
North Central Stormwater Project
Storm Lake, Iowa
CTS Proposal Number 2914

Dear Mr. Yarosevich,

Introduction

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

Project Information

Mr. Neil Guess, P.E./L.S. from Bolton & Menk, Inc. presented project information through an e-mail on December 26, 2013. The e-mail included an undated and untitled aerial drawing showing the five boring locations. CTS understands that the project will consist of the construction of several detention/retention ponds and installation of storm pipes. We have assumed that the detention ponds will be 8 feet to 10 feet below the existing surface and will be designed as retention ponds if the soils are suitable.

Scope of Work

Based on the request of Mr. Guess, CTS proposes to perform five borings to depths of 25 feet below the existing grade at locations provided by Bolton & Menk, Inc. personnel. At the completion of the fieldwork, samples collected in the field will be transported to the laboratory and tested to determine select engineering properties that will be used in our analysis. The results of the fieldwork, laboratory testing, project information and other information will be evaluated by a professional engineer familiar with the soil conditions in the subject area and presented in a report.

Items that will be addressed in the report will include our understanding of the project information, topographic and subsurface information, review of geologic and subsurface information, review of field and laboratory test procedures, classification of the material encountered, determine the moisture content of the existing material, estimate the permeability of the sand, if encountered, and water level information.

The scope of services is based on the utilities being located by CTS, boring locations being provided by Bolton & Menk, Inc. personnel and the site being accessible to a truck mounted drill rig. Field and laboratory testing will be performed, where applicable, in accordance with ASTM procedures. Our scope of work does not include an evaluation of existing environmental conditions.

Cost

Based on the scope of work discussed above, CTS proposes to perform the work for a lump sum amount of \$3,440.00, which includes three copies of the final report and four gradations for determination of percolation rate. It is further proposed to perform the work in accordance with the attached CTS "General Conditions" which are incorporated into this proposal. Standby time required due to access problems and problems caused by conditions outside of CTS's control would also be charged in addition to the lump sum amount.

Our fee covers the activity required to present our findings in a report form. Our lump sum fee includes up to one hour of engineering services for the review of applicable drawings and specifications to determine their compliance with our report. This proposal does not include the preparation of construction specifications, special conferences and other activities requested after submittal of our report.

Schedule and Authorization

Based on our present schedule, we can commence the fieldwork within seven to ten working days if we are provided with access to the site and weather permits and the boring locations are provided. One-call services require a 48-hour notice prior to performing the work. CTS's written report will be completed within five working days of the completion of the fieldwork.

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

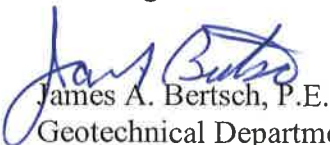
CTS appreciates the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions or need additional information, feel free to contact our office.

Sincerely,

CERTIFIED TESTING SERVICES, INC.



Matthew R. Dailey, P.E.
Staff Engineer



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

MRD/JAB/jb

Attachment: Schedule of Services
 Project Data Sheet
 General Conditions

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

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

FIRM: _____

GEO SCHEDULE OF SERVICES AND FEES

<u>Field Services</u>	<u>Unit</u>	<u>Unit Fees</u>
Mobilization	Per Trip	\$240.00
Drilling	Per Foot	10.00
Sampling	Each	9.00
Standby	Per Hour	150.00
 <u>Lab Services</u>		
Atterberg Limits	Each	\$80.00
Moisture Content	Each	8.00
Dry Density	Each	10.00
Unconfined Compression	Each	15.00
Gradation Test	Each	80.00
 <u>Report</u>		
Senior Engineering Technician	Hour	\$64.00
Crew Chief	Hour	74.00
Staff Professional	Hour	125.00
Senior Engineer	Hour	155.00

CERTIFIED TESTING SERVICES, INC
PROJECT DATA SHEET
SUBSURFACE EXPLORATION

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

Attn: _____ Attn: _____
6. Invoicing Address:

Attn: _____

GENERAL CONDITIONS

SUBSURFACE EXPLORATION SERVICES

SECTION 1: Scope of Work

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

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

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

SECTION 2: Access to Sites

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

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

SECTION 3: Soil Boring Locations

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

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

SECTION 4: Utilities

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

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

SECTION 5: Samples

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

SECTION 6: Unanticipated Hazardous Materials

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

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

SECTION 7: Reports and Invoices

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

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

SECTION 8: Ownership of Documents

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

SECTION 9: Confidentiality

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

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

SECTION 10: Standard of Care

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

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

SECTION 11: Subpoenas

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

SECTION 12: Limitation of Liability

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

SECTION 13: Insurance and Indemnity

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

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

SECTION 14: Termination

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

SECTION 15: Precedence

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



Certified Testing Services, Inc.

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

Staff Summary

1/6/2014

Agenda Item # 8.



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

REPORT TO: Honorable Mayor and City Council

FROM: Emily Haselhoff, Planning Coordinator

SUBJECT: **Motion Authorizing Approval Of Contract With Price Preservation Research For Historical Survey For Downtown Facade Revitalization Project**

BACKGROUND: The Grant Administrator, Simmering-Cory Inc., sent out a request for proposals to assist the City with the Historical Review for the Downtown Facade Project. Three consulting groups sent in proposals and after comparing the various differences in costs and completion timeframe, Jennifer Price with Price Preservation Research was selected. Price Preservation Research will complete historical surveys for all the buildings within the Area of Potential Effect which includes the east and west sides of the 500 and 600 blocks of Lake Avenue and the north side of the 100 blocks of E Railroad and W Railroad to include thirty-four buildings in the Storm Lake Downtown. The cost for the historical surveys would be \$9,532.50 and should be completed by April 1st.

Price Preservation Research will look at all the buildings within the downtown area and determine if a Historic District exists; if individual buildings have the potential of National Registration nomination; and if individual buildings contribute or do not contribute to an Historic District. All the information gathered will be submitted to the State Historical Preservation Office for the downtown facade project. The contract with Price Preservation Research is attached to this staff summary.

The proposed contract was reviewed by the City Attorney and is acceptable in it's current form.

FISCAL IMPACT: The total cost of the contract is \$9,532.50 to be paid out periodically throughout the project.

RECOMMENDATION: Approve the Motion and Authorize the Signature of the Agreement

ATTACHMENTS:

Description	Type
 Contract Historical Survey	Contract

AGREEMENT FOR ARCHITECTURAL/HISTORICAL SURVEY OF DOWNTOWN STORM LAKE, IOWA

This Agreement, entered into this ____ day of _____, 2014, by and between the City of Storm Lake, State of Iowa, hereinafter referred to as the "City," and Jennifer Price of Price Preservation Research, hereinafter referred to as the "Consultant."

Whereas, the City has received funding through the Iowa Economic Development Authority (IEDA) for the purposes of a Downtown Revitalization Project. As a result of this funding, the City is in need of an Architectural/Historical Survey ("Survey") of selected commercial buildings in downtown for the purposes of:

- determining if an Historic District exists,
- determining if individual buildings have the potential of National Register nomination,
- determining if individual buildings are contributing or non-contributing to an Historic District.

Such information shall be submitted by the City to the State Historical Preservation Office (SHPO) for Section 106 Review. The Survey will be conducted in the Area of Potential Effect (APE) which includes the east and west sides of the 500 and 600 blocks of Lake Avenue and the north side of the 100 blocks of E Railroad and W Railroad to include thirty-four buildings as noted in attached map in Appendix A.

ARTICLE 1. Scope of Consultant's Services.

Consultant shall perform services necessary to complete the Survey reports, along with necessary supporting documentation required by SHPO to document determinations. Consultant will provide one original plus two copies of the final report to the City, as well as a digital format, such as PDF and include all maps.

ARTICLE 2. Payment.

In consideration of the services provided by the Consultant under this agreement, the City agrees to compensate the Consultant a total of nine thousand five hundred thirty two dollars and fifty cents (\$9,532.50).

The City agrees to make periodic payments to the Consultant upon the receipt of invoices documenting tasks completed. In no event shall the periodic payments made to the Consultant exceed 90% of the total compensation due until the Survey reports and all supporting documentation are final.

ARTICLE 3. Completion Date.

Completion date for report submission shall be no later than April 1, 2014, unless another date is agreed upon by both parties and documented in writing.

ARTICLE 4. Termination or Abandonment of Project.

The City and/or the Consultant shall have the right to terminate this Agreement upon notice in writing. Upon cancellation, the City will be responsible only for those costs incurred by the Consultant to the date of termination.

ARTICLE 5. Compliance with Laws.

In connection with the carrying out of this Agreement, all parties shall comply with the following:

A. Title VI of the Civil Rights Act of 1964 and Title VIII of Civil Rights Act of 1968

This act provides that no persons shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.

B. Section 109 of Title I of the Housing and Community Development Act

This act provides that no persons shall be excluded from participation, including employment, denied program benefits, or subjected to discrimination on the basis of race, color, national origin, sex, handicap, familial status or age under any program or activity funded in whole or in part under Title I of this act.

C. Section 3 of the Housing and Urban Development Act of 1965 (as amended)

This act provides that, to the greatest extent feasible, opportunities for training and employment that arise throughout HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that contracts awarded in connection with such projects be awarded to businesses located in, or owned in substantial part by persons residing with, the project area.

D. Access to and Maintenance of Records

The Consultant shall, for a period of five years, beginning with the date of the City's submission of the project close-out documents or until project audit findings have been resolved, furnish all information and reports required and will permit access to books, records, and accounts by the City, Department of Housing and Urban Development, the Secretary of Labor, the Department of Economic Development or their authorized representatives, for purposes of investigation to ascertain compliance.

E. Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)

This act provides that no persons shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

F. The Americans With Disabilities Act

Guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services, and telecommunications.

ARTICLE 6. Assignment.

The Consultant's rights, obligations, and duties under this agreement shall not be assigned in whole or in part, but this shall not prohibit the assignment of the proceeds due under this agreement to a bank or financial institution. This agreement may be assigned by the City to any corporation, agency, or instrumentality having authority to accept the assignment.

ARTICLE 7. Subcontracting.

None of the work or services covered by this agreement shall be subcontracted without the prior approval of the City.

ARTICLE 8. Indemnification.

Consultant shall indemnify City, defend City, and hold City harmless from and against claims for losses caused by the negligent or willful acts undertaken by Consultant pursuant to this Agreement.

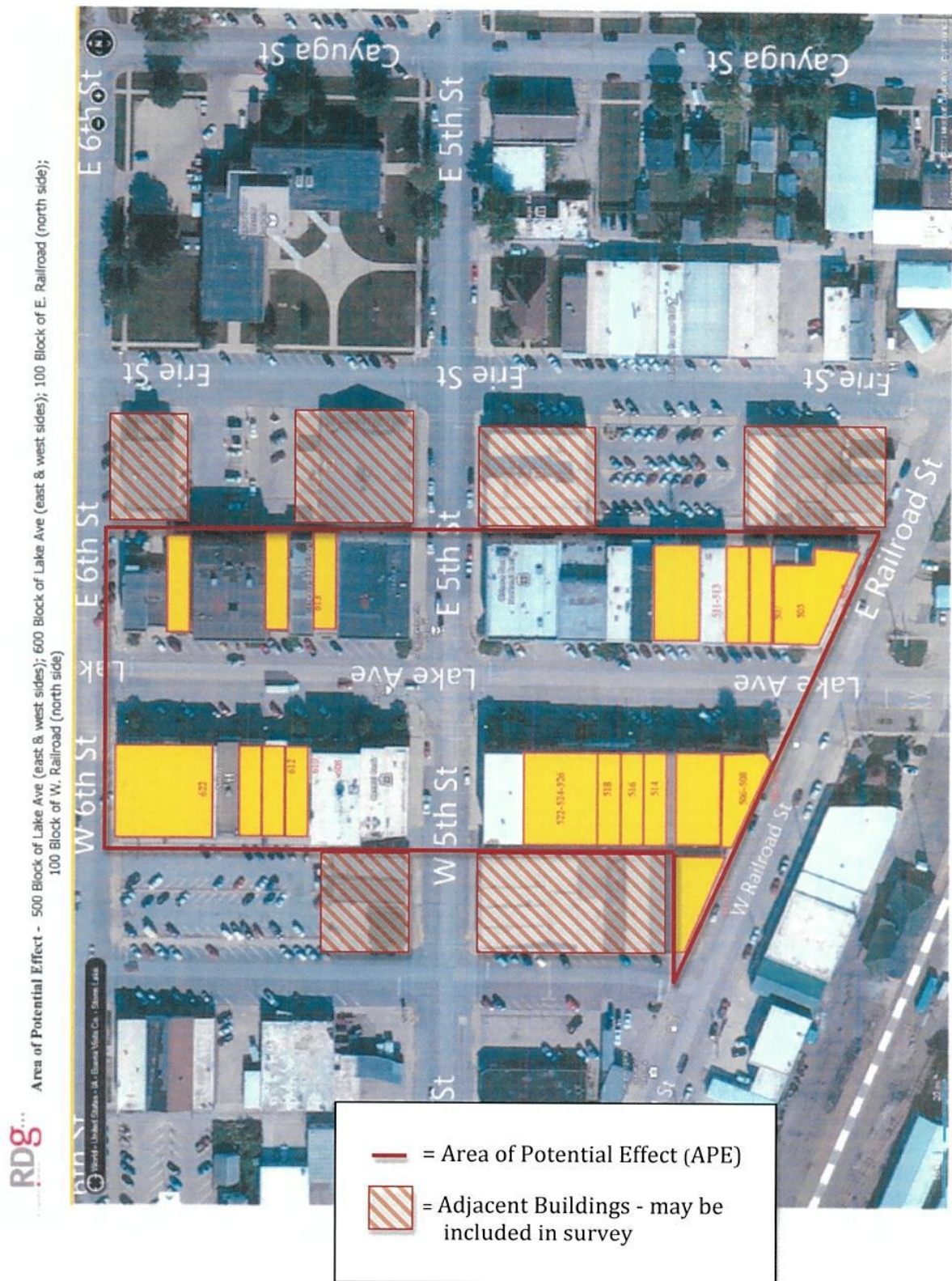
Jennifer Price
Price Preservation Research
PO Box 5201
Coralville IA 52241
Phone: 319-594-9513

Mayor Jon Kruse
City of Storm Lake
620 Erie Street
Storm Lake IA 50588
Phone: 712-732-8000

Date

Date

Appendix A: Area of Potential Effect (APE)



Staff Summary

1/6/2014

Agenda Item # 9.



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

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building Official

SUBJECT: **Study Session - Proposed 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. 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 five years.

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 is 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:

Creation of a fee for sidewalk permits - recommended to be \$15.00 per parcel. Sidewalk permits, up to this time have been issued at no charge to the property owners. 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. The proposal to charge a fee for sidewalk repair permits is intended to cover the cost of mailings which are now required.

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 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 timeframe. New/repaired 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 is working on an administrative policy that will provide guidance and work flow to how the process outlined in the ordinance will be administered.

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.

RECOMMENDATION:

Review the enclosed proposed changes to Title 10 of the Storm Lake City Code and provide feedback to City Staff.

Provided Council is desirable of moving forward with these changes the first reading of the ordinance changes could be as early as January 20th, 2014.

ATTACHMENTS:

Description	Type
 Updated sidewalk ordinance	Ordinance

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 HEREAFTER.

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

Staff Summary

1/6/2014

Agenda Item # 10.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion To Go Into Closed Session Reference Iowa Code Chapter 21.5 (j) To Discuss The Purchase Of Property**

BACKGROUND: The Iowa Code provides for discussion of a handfull of topics, including the purchase of land, under a closed session, not open to the public, in cases where the discussion could be expected to increase the price the governmental body would have to pay for the property.

No decisions may be made in a Closed Session and so Council would be required to come back into open session to make any final decision. In the event it is anticipated that the Council would need action a seperate agenda item would follow this item for that specific purpose.

FISCAL IMPACT: No fiscal impact is anticipated for the closed session item.

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

Council will be required to go back into open session with a roll call vote upon the end of the closed session.