

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
FEBRUARY 20, 2017
5:00 PM**



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

AGENDA

1. Hear the Public
2. Consent Agenda
 - A. **Approve Consent Agenda**
 - B. **Buy Local Information**
 - C. **Motion Authorizing a Noise Variance for Buena Vista University's 2017 Buenafication Day**
 - D. **Motion Approving Easement Agreement Between The City And Patricia Lange, David Lange, Todd Lange, And Barbara Lang For The Construction Of A Water Main**
3. **Public Hearing For The Plans, Specs, Bids, Form Of Contract, And Engineer's Opinion Of Probable Costs For The 2016 Watermain Improvements**
4. **Resolution No 71-R-2016-2017 Approving The Plans, Specs, Bids, Form Of Contract, And Engineer's Opinion Of Probable Costs For The 2016 Watermain Improvements**
5. **Resolution No. 72-R-2016-2017 To Approve Bid From SCE LLC. 2016 Water Main Improvements**
6. **Ordinance No. 04-O-2016-2017 For The Proposed Text Amendment To The Storm Lake Zoning Ordinance**
7. **Resolution No. 73-R-2016-2017 Approving A 28E Agreement With Buena Vista County For Business 71 Culvert Project**
8. **Resolution No. 74-R-2016-2017 To Approval Of Final Plans And Authorization For Buena Vista County To Seek Bids For The 2017 Business 71 Culvert Replacement Project**
9. **Motion to Approve 2017 Land and Water Conservation Fund Grant Professional Services Agreement with ISG**
10. **Motion to Approve and Submit Map 21-Transportation Alternative Project Application For North Central Shared Use Path**
11. **Motion To Approve And Submit Map 21 Application For Richland Street From Industry Street To Radio Road**
12. **Motion To Set A Public Hearing To Approve Plans, Specifications, Form Of Contract, And Engineer's Opinion Of Probable Costs For The North Central Stormwater Improvement Phase 2 Project**
13. **Public Hearing On A Proposed Amendment No. 6 To The Storm Lake Industrial Park Urban Renewal Plan In The City Of Storm Lake, State Of Iowa.**
14. **Resolution No. 75-R-2016-2017 Adopting Amendment No. 6 To The Storm Lake Industrial**

Park Urban Renewal Plan In The City Of Storm Lake, State Of Iowa.

15. **Motion To Approve Agreement For Professional Services For 7th and Geneseo St. Sanitary Sewer Improvements**
16. **Motion to Approve Golf Season Pass Sale**
17. **Motion Setting Public Hearing on Fiscal Year 2017-2018 Budget**
18. **Motion Setting Public Hearing on FY 2018-2022 Five-Year Capital Improvements Plan**
19. **Motion to Set a Public Hearing On Franchise Fees Revenue Purpose Statement**
20. **Resolution No. 76-R-2016-2017 Setting A Public Hearing On Updating Franchise Agreement With Mid American Energy**
21. **Resolution No. 77-R-2016-2017 Setting A Public Hearing On Updating Franchise Agreement With Interstate Power & Light Company (Alliant Energy)**
22. **Resolution No. 78-R-2016-2017 Setting A Public Hearing On Updating Franchise Agreement With Iowa Lake's Electric Cooperative**
23. **Study Session On Signalizing Crossings In Storm Lake**
24. **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

2/20/2017

Agenda Item # A.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Sunrise Pointe bills for approval
- Approve the February 6 and February 7, 2017 City Council Minutes
- Approve liquor license for Casey General Store #2497 (222 W. Milwaukee), Dollar General Store, and Boathouse.
- Approve a noise variance for the 2017 BVU Buenafication Day (see staff summary)
- Approve easement with the Lange Family for a Waterline

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$405,699.43
- King's Pointe Bills - \$117,789.62
- Sunrise Pointe Golf Course Bills - \$2,130.23

The City will receive the following revenues:

- Liquor license renewal - \$1,220.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ Minutes - February 6, 2017	Minutes
☐ Minutes - February 7, 2017	Minutes
☐ List of Bills	List of Bills
☐ List of Bills - King's Pointe & Sunrise Golf Course	List of Bills
☐ Boathouse Report	Backup Material
☐ Casey's Report	Backup Material
☐ Dollar General Report	Backup Material

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
FEBRUARY 6, 2017, 5:00 P.M.**

Present: Mayor Jon Kruse, Council Members Dan Anderson, Bruce Engelmann, Mike Porsch and Tyson Rice. Absent: Bruce Carlson. Staff present: City Manager Jim Patrick, Asst. City Manager Keri Navratil, City Attorney Phil Havens, Asst. Police Chief Todd Erskine, Fire Chief Mike Jones, Library Director Elizabeth Huff, Building Official Scott Olesen, Public Works Director Jason Etnyre, Water Plant Superintendent Mike Davis, Wastewater Superintendent Mark Streed, and Mayra Martinez City Clerk

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

Hear the Public – Norman Lund, 707 W 5th Street, asked the council to review letter in regards to the sewer question.

Consent Agenda – Moved by Council Member Engelmann to approve the consent agenda which included the list of the bills, minutes from the January 17th, January 31st and February 2nd, 2017 City Council meetings. Approve noise variance request for BVU 2017 Winterfest Events for Sunday, February 12, 2017 from 12:00 pm to 4:00 pm. Seconded by Council Member Porsch. Vote: All ayes with Council Member Carlson absent. Motion carried

Zoning Ordinance - Mayor opened the public hearing on the proposed text amendment to the Storm Lake Zoning Ordinance stating that this was the time and place for any comments

Hearing no comment the Mayor then closed the public hearing.

Moved by Council Member Anderson to approve the 1st Reading of Ordinance 04-O-2016-2017 for the proposed text amendment to the Storm Lake Zoning Ordinance. Seconded by Council Member Rice. Vote: All ayes with Council Member Carlson absent. Motion Carried.

Study Session – A study session was held concerning the mandatory residential garbage collection service. Owners of Garbage Hauling Service presented information and several residents expressed their opinions to the council. Suggested to Council was to educate the residents as where to obtain the garbage collecting service and what are the city regulations with garbage. Council suggested that Chapter 3-1 Garbage Storage and Collection and Chapter 5-10 Property Maintenance Code be combined to make it more clear to the Residents.

Jim Patrick announced that the city was awarded \$2,000 Trees Forever Grant for the Creative Wetland at Abner Bell. Also, presented to the Mayor the award received from the 1000 Friend of Iowa for the 2016 Best Development Award on the North Center Stormwater Project.

Adjournment – Moved by Council Member Porsch to adjourn the meeting at 7:00 pm. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Carlson absent. Motion carried.

Jon F. Kruse, Mayor

ATTEST:

Mayra Martinez, City Clerk

**SPECIAL COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
FEBRUARY 7, 2017 5:00 P.M.**

Present: Mayor Jon Kruse, Council Members Bruce Carlson, Mike Porsch, Dan Anderson, and Tyson Rice. Absent: Bruce Engelmann. Staff present: City Manager Jim Patrick, Asst. City Manager Keri Navratil, City Attorney Phil Havens, Asst. Police Chief Todd Erskine, Fire Chief Mike Jones, Public Works Director Jason Etnyre, Water Plant Superintendent Mike Davis, Wastewater Superintendent Mark Streed, Library Director Elizabeth Huff and Mayra Martinez City Clerk.

Mayor Kruse called the meeting to order at 5:10 pm

Hear the Public – None

Tax Levy Rate – Moved by Council Member Porsch to accept the FY 17/18 Tax Levy Rate of \$14.25781 as presented. Seconded by Council Member Porsch. Vote: All ayes with Council Member Engelmann absent. Motion carried.

Budget Adjustments – Moved by Council Member Porsch to accept the FY 16/17 Budget Adjustments as presented. Seconded by Council Member Anderson. Vote: All ayes with Council Member Engelmann absent. Motion carried.

Operations Budget – Moved by Council Member Porsch to accept the FY 17/18 Operations Budget as presented with the stipulation of raising Storm Lake United Agency funding from \$30,000 to \$45,000 of which City Manager Jim Patrick mention such change may have to come from the Reserves, and contingent to a visit to Storm Lake United. Seconded by Council Member Rise. Vote: All ayes with Council Member Engelmann absent. Motion carried.

Enterprise Fund Operational Budgets – Moved by Council Member Anderson to accept the FY 17/18 Enterprise Fund Operational Budgets as presented. Seconded by Council Member Carlson. Vote: All ayes with Council Member Engelmann absent. Motion carried.

King's Pointe Operations – Moved by Council Member Porsch to accept the FY 17/18 Kings Pointe Operations as presented. Seconded by Council Member Anderson. Vote: All ayes with Council Member Engelmann absent. Motion carried.

Capital Budget – Moved by Council Member Porsch to accept the FY 17/18 Capital Budget as presented. Seconded by Council Member Anderson. Vote: All ayes with Council Member Engelmann absent. Motion carried.

Fund Balances – Moved by Council Member Porsch to accept the FY 17/18 Fund Balances as presented. Seconded by Council Member Carlson. Vote: All ayes with Council Member Engelmann absent. Motion carried.

Adjournment – Moved by Council Member Porsch to adjourn the meeting at 7:47 pm.

Seconded by Council Member Carlson. Vote: All ayes with Council Member Engelmann absent.
Motion carried.

Jon F. Kruse, Mayor

ATTEST:

Mayra Martinez, City Clerk

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

Checks for Approval Report

From: 02/07/17 To 02/20/17
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00553.02.2017 Aflac Pretax	403.52
AFLAC	PR Batch 00553.02.2017 Aflac After tax	71.78
AFLAC	PR Batch 00554.02.2017 Aflac Pretax	96.26
AFLAC	PR Batch 00554.02.2017 Aflac After tax	60.08
City of Storm Lake	PR Batch 00554.02.2017 Dental insurance employee c	1.13
City of Storm Lake	PR Batch 00554.02.2017 Dental employee/spouse	18.48
City of Storm Lake	PR Batch 00554.02.2017 Dental insurance family	24.45
City of Storm Lake	PR Batch 00554.02.2017 125 Flexible Benefits	258.34
City of Storm Lake	PR Batch 00554.02.2017 Flex- Child Care	20.83
City of Storm Lake	PR Batch 00554.02.2017 Health Insurance Family	799.20
City of Storm Lake	PR Batch 00554.02.2017 Health Insurance Single	26.71
City of Storm Lake	PR Batch 00553.02.2017 Dental employee/child	6.00
City of Storm Lake	PR Batch 00553.02.2017 Dental insurance employee c	24.96
City of Storm Lake	PR Batch 00553.02.2017 Dental employee/spouse	10.65
City of Storm Lake	PR Batch 00553.02.2017 Dental insurance family	81.18
City of Storm Lake	PR Batch 00553.02.2017 125 Flexible Benefits	679.82
City of Storm Lake	PR Batch 00553.02.2017 Flex- Child Care	269.15
City of Storm Lake	PR Batch 00553.02.2017 Health Insurance Family	1,721.72
City of Storm Lake	PR Batch 00553.02.2017 Health Insurance Single	567.18
Collection Services Center	PR Batch 00553.02.2017 Child Support Payments to I	222.00
Collection Services Center	PR Batch 00554.02.2017 Child Support Payments to I	406.00
Conseco Health Insurance Co	PR Batch 00553.02.2017 Cancer Pre Tax Insurance	20.59
EFTPS	PR Batch 00553.02.2017 Federal Income Tax	9,167.14
EFTPS	PR Batch 00553.02.2017 FICA Employee Portion	3,120.45
EFTPS	PR Batch 00553.02.2017 FICA Employer Portion	3,120.45
EFTPS	PR Batch 00553.02.2017 Medicare Employee Portion	1,278.22
EFTPS	PR Batch 00553.02.2017 Medicare Employer Portion	1,278.22
EFTPS	PR Batch 00554.02.2017 Federal Income Tax	4,760.67
EFTPS	PR Batch 00554.02.2017 FICA Employee Portion	1,952.96
EFTPS	PR Batch 00554.02.2017 FICA Employer Portion	1,952.96
EFTPS	PR Batch 00554.02.2017 Medicare Employee Portion	551.53
EFTPS	PR Batch 00554.02.2017 Medicare Employer Portion	551.53
ICMA Retirement Trust 457	PR Batch 00554.02.2017 ICMA	705.00
ICMA Retirement Trust 457	PR Batch 00554.02.2017 ICMA City Paid	550.01
ICMA Retirement Trust 457	PR Batch 00554.02.2017 ICMA City paid for Police	451.85
ICMA Retirement Trust 457	PR Batch 00553.02.2017 ICMA	1,275.00
Iowa Public Employees	PR Batch 00553.02.2017 IPERS	3,130.31
Iowa Public Employees	PR Batch 00553.02.2017 IPERS City Share	4,697.93
Iowa Public Employees	PR Batch 00554.02.2017 IPERS	1,605.18
Iowa Public Employees	PR Batch 00554.02.2017 IPERS City Share	2,409.09
ITT Hartford AMS RPVA	PR Batch 00554.02.2017 457 Hartford	125.00
ITT Hartford AMS RPVA	PR Batch 00553.02.2017 457 Hartford	350.00
JUAREZ BARRIOS STEPHANY	Refund Check	107.61
LEYVA YARISLEIDIS	Refund Check	25.26
LEYVA YARISLEIDIS	Refund Check	42.19
LEYVA YARISLEIDIS	Refund Check	11.03
LEYVA YARISLEIDIS	Refund Check	1.77
LEYVA YARISLEIDIS	Refund Check	5.19
LITE & FAST SUBS	Refund Check	8.07
MOUNTHEP JENNY	Refund Check	58.70
Muni Fire/Police Retire	PR Batch 00553.02.2017 Muni Police/Fire Pension	3,322.07
Muni Fire/Police Retire	PR Batch 00553.02.2017 Muni Police/Fire Pension Ci	9,160.43
Muni Fire/Police Retire	PR Batch 00554.02.2017 Muni Police/Fire Pension	568.15
Muni Fire/Police Retire	PR Batch 00554.02.2017 Muni Police/Fire Pension Ci	1,566.64
PEREZ MARTINEZ INDIRA	Refund Check	20.53
PEREZ MARTINEZ INDIRA	Refund Check	36.27
PEREZ MARTINEZ INDIRA	Refund Check	11.58

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

Checks for Approval Report

From: 02/07/17 To 02/20/17
User: tyler.gibbins

PEREZ MARTINEZ INDIRA	Refund Check	1.44
PEREZ MARTINEZ INDIRA	Refund Check	5.44
PINERO PEREZ ANIETT	Refund Check	45.61
PINERO PEREZ ANIETT	Refund Check	79.02
PINERO PEREZ ANIETT	Refund Check	21.88
PINERO PEREZ ANIETT	Refund Check	3.20
PINERO PEREZ ANIETT	Refund Check	10.29
ROBINSON SAMANTHA	Refund Check	66.88
RODRIGUEZ JOSE	Refund Check	8.09
RODRIGUEZ JOSE	Refund Check	14.76
RODRIGUEZ JOSE	Refund Check	5.49
RODRIGUEZ JOSE	Refund Check	0.57
RODRIGUEZ JOSE	Refund Check	2.58
SCHULTE LIA	Reissue check #53357- Refund Check	15.13
SCHULTE LIA	Reissue check #53357- Refund Check	21.77
SCHULTE LIA	Reissue check #53357- Refund Check	3.86
SCHULTE LIA	Reissue check #53357- Refund Check	1.76
SCHULTE LIA	Reissue check #53357- Refund Check	1.55
Teamsters Local Union 554	PR Batch 00553.02.2017 Union Dues	184.50
TELLEZ DE MORA REGINA	Refund Check	76.11
Treasurer State Of Iowa	PR Batch 00553.02.2017 State Income Tax	3,435.28
Treasurer State Of Iowa	PR Batch 00554.02.2017 State Income Tax	1,894.53
VEGA RICARDO YULIET	Refund Check	119.58

UNAVAILABLE

Department Total = 69,788.34

Police Department

Alta Body Shop	January 2017 Towing Service	1,260.00
Control System Specialists, LLC	Filter	256.78
Des Moines Register The	Patrol Officer Advertising	1,973.02
Edwards Storm Lake	Radiator Repairs	623.96
Edwards Storm Lake	Battery Test	59.95
Genesis Development	Janitorial Services- January 2017	600.00
Graham Tire	Tire P-5	124.13
Graham Tire	New Tire	131.63
Hoffman's Inc	Vossberg Retirement Supplies- less Tax	44.52
Iowa Office Supply Inc	Labels	47.06
Jack's Uniforms & Equipment	Uniforms	549.39
JNB Acquisition Corporation	Copier Maintenance Agreement	162.51
MS Door Service Ltd	December 2016 Pest Control	24.00
Neuroth Kevin	Garbage Service January 2017	24.50
Newton Police Department	Chaplin Training	75.00
O'Reilly Auto Parts	Lights	98.92
Pilot Tribune	Patrol Office Advertising	571.05
Prosser Mark	LEITF Meeting- Washington DC- Prosser	629.78
Prosser Mark	Human Rights Event- Des Moines- Prosser	80.25
Rasmussen's	Brake Repairs	687.91
Rasmussen's	Front Suspension Repairs	848.52
Rasmussen's	Steering Repairs	535.43
Sirchie Finger Print Lab	Evidence Bags	167.16
Star Energy, LLC	Fuel December 2017	2,887.05
Storm Lake Times The	Office Position Advertising	350.28
Vast Broadband	Phone Service February 2017	307.00
Verizon Wireless Inc	Phone Service- January 2017	858.60

Police Department

Department Total = 13,978.40

Fire Department

City of Storm Lake
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From: 02/07/17 To 02/20/17
User: tyler.gibbins

Arnold Motor Supply, LLP	Supplies	1.59
Arnold Motor Supply, LLP	Stuts for Mini-Pumper	37.60
Central Iowa Distributing, Inc	Cleaning Supplies	51.95
Central Iowa Distributing, Inc	Supplies	69.00
Central Iowa Distributing, Inc	Supplies	56.00
Central Iowa Distributing, Inc	Cleaning Supplies	52.70
Feld Equipment Company, Inc Ed M	Air Pack Repairs	552.55
Feld Equipment Company, Inc Ed M	Credit from Overpayment of Ck# 54552	-199.50
Julius Dennis R.	January 2017 Laundry Service	109.41
KSL Convenience LLC	Kerosene	52.95
MS Door Service Ltd	December 2016 Pest Control	18.00
National Fire Protection Association	FY2017 Membership- Jones	175.00
Neuroth Kevin	Garbage Service January 2017	54.25
North Lake Truck Repair	Fittings for Engine 74	8.55
Rust's Western Shed	Bunker Gear Repairs	30.00
Star Energy, LLC	Fuel December 2017	98.41
Vast Broadband	Phone Service February 2017	51.66
Verizon Wireless Inc	Phone Service- January 2017	108.63

Fire Department

Department Total = 1,328.75

Building Official

National Fire Protection Association	FY2017 Membership- Olesen	175.00
Philip E Havens	January 2017 Legal Services	866.67
Star Energy, LLC	Fuel December 2017	20.60
Storm Lake Times The	January 2017 Publications	13.20
Vast Broadband	Phone Service February 2017	77.50
Verizon Wireless Inc	Phone Service- January 2017	72.42

Building Official

Department Total = 1,225.39

Animal Care

Johnson Dianne	Bd & Disp of Cats & Dogs	280.00
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Animal Care

Department Total = 280.00

Roadway Maintenance

Arnold Motor Supply, LLP	Supplies	29.48
Arnold Motor Supply, LLP	Beams	10.24
Bolton & Menk, Inc	Project Management through 1/31/2017	15,032.00
Buena Vista Co Engineer	Suvey Fees- City Portion	7,110.75
Buena Vista Extension Svc	Ornamental & Turfgrass Applicators Registration	35.00
Central Iowa Distributing, Inc	Cleaning Supplies	197.23
Cintas First Aid & Safety	First Aid Supplies	72.30
CNH Industrial America LLC	Supplies	91.51
Fastenal Company	Supplies	4.31
Fastenal Company	Supplies for Hanging Furnace	4.65
JNB Acquisition Corporation	Copier Maintenance Agreement	21.55
MidAmerican Energy Company	X-mas Lights through 1/26/2017	124.57
Moodie Ref Air Cond Svc	Shop Heater	1,800.00
MS Door Services Ltd	Street Shop Door Repairs	88.28
Neuroth Kevin	Garbage Service January 2017	127.00
Stanton Electric, Inc	Security Light Repiars	169.76
Star Energy, LLC	Fuel December 2017	3,858.13
Storm Lake Ace Hardware Inc	Filters	18.59

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Telvent DTN, Inc	Subscription through May 2017	681.00
Vast Broadband	Phone Service February 2017	58.38
Verizon Wireless Inc	Phone Service- January 2017	72.42

Roadway Maintenance

Department Total = 29,607.15

Snow Removal

City of Storm Lake	Hyd Ram Repairs #16	136.00
Fastenal Company	Supplies	38.36
Hallett Materials	Sand	462.62
Hallett Materials	Cold Mix	1,014.75
Sta-Mel Enterprises, Inc	Deicing Salt	1,733.99
Sta-Mel Enterprises, Inc	Deicing Salt	1,714.04
Storm Lake Hydraulics Co Inc	Hose End & Hose	70.60
Storm Lake Hydraulics Co Inc	Hose End & Wire	269.24

Snow Removal

Department Total = 5,439.60

Airport

Central Bank	Domain Name Renewal	70.68
Century Link	February 2017 Phone Service	155.57
Iowa Lakes Regional Water	Water Service	56.87
Iowa Public Airport Assn	2017 Membership	150.00
Larson Oil & Distributing Co, Inc	Fuel	1,035.50
MS Door Service Ltd	December 2016 Pest Control	45.00

Airport

Department Total = 1,513.62

Library

Genesis Development	Janitorial Services- January 2017	600.00
Neuroth Kevin	Garbage Service January 2017	38.25
Vast Broadband	Phone Service February 2017	117.42

Library

Department Total = 755.67

Parks Department

A & A Automotive	Toolcat Tire Repair	22.95
A & A Automotive	New Tires (2)	402.20
Alpha Wireless	Batteries (4)	232.00
Arnold Motor Supply, LLP	Supplies #30	5.49
Arnold Motor Supply, LLP	Blade forFuel Truck	19.74
Arnold Motor Supply, LLP	Belt for Toolcat	13.88
Arnold Motor Supply, LLP	Batteries for Park 1-ton	215.20
Arnold Motor Supply, LLP	Batteries for Toro	68.16
Buena Vista Extension Svc	Ornamental & Turfgrass Applicators Registration	35.00
Builders Sharpening & Service	Harness	180.75
Cintas First Aid & Safety	First Aid Supplies	47.40
City of Storm Lake	Serviced #85	49.27
City of Storm Lake	Serviced #30	39.99
City of Storm Lake	Serviced #84	49.27
City of Storm Lake	Serviced #83	46.24
Neuroth Kevin	Garbage Service January 2017	146.00
Occupational Medicine at Riverside UnityPoint Clinic	CDL Testing	37.00
Star Energy, LLC	Fuel December 2017	956.02
Storm Lake Hydraulics Co Inc	Hose & Ends	22.17

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Vast Broadband	Phone Service February 2017	36.00
Verizon Wireless Inc	Phone Service- January 2017	108.63
Parks Department	Department Total =	2,733.36
Golf Course		
Buena Vista Extension Svc	Ornamental & Turfgrass Applicators Registration	35.00
Storm Lake Ace Hardware Inc	Lights	6.99
Storm Lake Hydraulics Co Inc	Hose & Ends	52.27
Golf Course	Department Total =	94.26
Campgrounds		
Storm Lake Ace Hardware Inc	Supplies	58.95
Vast Broadband	Phone Service February 2017	102.00
Workamper	Advertising	83.00
Campgrounds	Department Total =	243.95
Outdoor WaterPark		
Tometich Engineering, Inc	OWP Engineering Services through 1/31/2017	1,554.00
Outdoor WaterPark	Department Total =	1,554.00
UNAVAILABLE		
King's Pointe Resort	January 2017- Housekeeping	225.00
King's Pointe Resort	January 2017- Maintenance	142.80
King's Pointe Resort	January 2017- Construction Svc	2,732.00
King's Pointe Resort	January 2017- Supplies	75.00
King's Pointe Resort	January 2017- Supplies	16.44
King's Pointe Resort	January 2017- Water Park Add-on Packages	78.75
Kinseth Hospitality Corporation	January 2017 Operator Contract	113.89
UNAVAILABLE	Department Total =	3,383.88
Hotel Operations		
Elements By K Sorbe	Wallcovering for Lobby & Conference Room (Down)	9,250.00
Neuroth Kevin	Garbage Service January 2017	93.00
UNAVAILABLE	Department Total =	9,343.00
Economic Develop		
Vast Broadband	Phone Service February 2017	25.83
Economic Develop	Department Total =	25.83
SLADC		
Storm Lake United	4th Installment of FY2017 Agreement	13,833.34
SLADC	Department Total =	13,833.34
TIF		

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JEO Consulting Group, Inc	Topography for Condo Site	2,060.00
Philip E Havens	January 2017 Legal Services	16.67

TIF	Department Total =	2,076.67
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Legal Services

Philip E Havens	January 2017 Legal Services	433.33
Philip E Havens	4th Quarter 2016 Meeting Attendance	500.00

Legal Services	Department Total =	933.33
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City Hall Building

Genesis Development	Janitorial Services- January 2017	200.00
Julius Dennis R.	January 2017 Entrance Mat Service	58.80
MS Door Service Ltd	December 2016 Pest Control	23.00
Neuroth Kevin	Garbage Service January 2017	28.50
ProElect/Professional Electronics	Voicemail Repairs	3,500.00
Reinert Michael P	Utility Drop Box Repairs	45.00
Schumacher Elevator Company	Elevator Maintenance	195.53
Steve's Window Svc	Window Cleaning Service	37.00
Storm Lake Ace Hardware Inc	Flag Pole Supplies	5.98
Vast Broadband	Phone Service February 2017	91.50
Verizon Wireless Inc	Phone Service- January 2017	35.69

City Hall Building	Department Total =	4,221.00
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Tort Liability

Stille Pierce & Pertzborn	Removal of Ford Taurus from Insurance	-152.00
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Tort Liability	Department Total =	-152.00
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Other Policy & Administration

Central Bank	Meeting Expense- Morrissey	26.50
Central Bank	Meeting Expense- Hegg	77.62
Central Bank	Legislative Service Cancellation	-225.00
Central Bank	1095 Form E-File Fee	18.45
Central Bank	1095 Forms	269.37
Central Bank	2017 Iowa Employment Conference- Hill	98.34
Color-ize Inc	City Tidbits	25.00
Fareway Store #461	Council Meeting Supplies	36.87
Genesis Development	Shredding Services- January 2017	6.13
IMFOA	2017 Membership Dues- Gibbins	16.66
IMFOA	2016 IMFOA Spring Conference- Gibbins	41.66
IMFOA	2016 IMFOA Spring Conference- Oakleaf	41.66
IMFOA	2017 Membership Dues- Oakleaf	16.66
JNB Acquisition Corporation	Copier Maintenance Agreement	21.56
Patrick James H	Iowa Award Ceremony- Des Moines- Patrick	172.27
Pizza Hut	Safety Bingo WWTP	52.91
Pizza Ranch	Budget Meeting Expense	55.96
Storm Lake Times The	January 2017 Publications	235.20

Other Policy & Administration	Department Total =	987.82
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Water Administration

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

Checks for Approval Report

From: 02/07/17 To 02/20/17
User: tyler.gibbins

Central Bank	2017 Iowa Employment Conference- Hill	98.33
Genesis Development	Janitorial Services- January 2017	200.00
IMFOA	2017 Membership Dues- Oakleaf	16.67
IMFOA	2016 IMFOA Spring Conference- Gibbins	41.67
IMFOA	2016 IMFOA Spring Conference- Oakleaf	41.67
IMFOA	2017 Membership Dues- Gibbins	16.67
JNB Acquisition Corporation	Copier Maintenance Agreement	21.56
Philip E Havens	January 2017 Legal Services	33.33
Vast Broadband	Phone Service February 2017	83.25
Verizon Wireless Inc	Phone Service- January 2017	35.70

Water Administration

Department Total = 588.85

Water Plant

Davis Mike	Tour of Plant- Dubuque- Davis	31.00
Electric Pump Inc	Sludge Pit Pump	6,502.48
Fastenal Company	Knife, Head Gear, & Visor	47.88
Fastenal Company	HSP 3 Supplies	13.24
Feld Equipment Company, Inc Ed M	Shut Off Swivel	234.00
Feld Equipment Company, Inc Ed M	Hose & Supplies	183.00
Ferguson Enterprises Inc	HSP 3 Supplies	14.44
Foundation Analytical Laboratory Inc	Testing Services	240.00
Foundation Analytical Laboratory Inc	Testing Services	15.00
Foundation Analytical Laboratory Inc	Testing Services	252.00
Foundation Analytical Laboratory Inc	Testing Services	96.00
Foundation Analytical Laboratory Inc	Testing Services	135.00
Foundation Analytical Laboratory Inc	Testing Services	120.00
Foundation Analytical Laboratory Inc	Testing Services	825.00
Foundation Analytical Laboratory Inc	Testing Services	48.00
Foundation Analytical Laboratory Inc	Testing Services	30.00
Foundation Analytical Laboratory Inc	Testing Services	168.00
Foundation Analytical Laboratory Inc	Testing Services	120.00
Foundation Analytical Laboratory Inc	Testing Services	220.00
Foundation Analytical Laboratory Inc	Testing Services	96.00
Foundation Analytical Laboratory Inc	Testing Services	45.00
Foundation Analytical Laboratory Inc	Testing Services	120.00
Foundation Analytical Laboratory Inc	Testing Services	192.00
Foundation Analytical Laboratory Inc	Testing Services	120.00
Grainger Inc W.W.	HSP 3 Supplies	82.32
Grainger Inc W.W.	Motor for Fan	182.75
Hach Chemical Company	Testing Supplies	923.51
Healy John J.	Pay Request #1 Lime Lagoon Wetland	109,624.61
Iowa Association of Municipal Utilities	Fall Water/WW Workshop Registration- Davis	235.00
Iowa Rural Water Assn	Conference Registration- 42d AC Conference	325.00
JNB Acquisition Corporation	Copier Maintenance Agreement	22.40
Mississippi Lime Company	Lime	4,715.52
Mississippi Lime Company	Lime	4,548.48
Mississippi Lime Company	Lime	4,517.76
Mississippi Lime Company	Lime	4,613.76
MS Door Services Ltd	Lime Building Door Repairs	220.00
MS Door Services Ltd	Lime Building Push Button Station	128.96
Neuroth Kevin	Garbage Service January 2017	82.75
O'Reilly Auto Parts	Belt for Fan	11.24
PraxAir inc	Carbon Dioxide	1,076.99
Stanley Mark	Bearing Repairs	64.36
Stanley Mark	Replacement of Check #52513	241.50
Star Energy, LLC	Fuel December 2017	140.96

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

Checks for Approval Report

From: 02/07/17 To 02/20/17
User: tyler.gibbins

Storm Lake Ace Hardware Inc	Supplies	8.98
Unity Point Clinic	Physical- Stephen	216.00
Vast Broadband	Phone Service February 2017	168.44
Verizon Wireless Inc	Phone Service- January 2017	144.85

Water Plant	Department Total =	142,164.18
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Water Distribution

Arnold Motor Supply, LLP	Supplies	31.90
Arnold Motor Supply, LLP	Filter & Supplies	18.15
Bolton & Menk, Inc	2016 Water Main Improvement Engineering Services	2,608.00
City of Storm Lake	Alternator #34B	369.96
Crimmins Clayton	Core	641.37
Ferguson Enterprises Inc	Supplies	53.26
Ferguson Enterprises Inc	Service Charge for Nonpayment	2.38
Marshall Kevin R	Tour of Plant- Dubuque- Marshall	31.00
Star Energy, LLC	Fuel December 2017	203.33
Storm City Auto Parts	Air Compressor Supplies	25.75
Storm Lake Hydraulics Co Inc	Supplies for Tractor	44.88
Utility Equipment Co	Clamp	140.70
Utility Equipment Co	Spooner Street Supplies	3,334.82
Vast Broadband	Phone Service February 2017	81.98
Verizon Wireless Inc	Phone Service- January 2017	108.63
Zone Home Entertainment LLP	Car Charger	24.99

Water Distribution	Department Total =	7,721.10
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Water Meters

Municipal Supply, Inc.	Meters	1,893.54
Municipal Supply, Inc.	Meters	17,043.75
Star Energy, LLC	Fuel December 2017	94.07
Verizon Wireless Inc	Phone Service- January 2017	135.76

Water Meters	Department Total =	19,167.12
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Wastewater Administration

Central Bank	2017 Iowa Employment Conference- Hill	98.33
Genesis Development	Janitorial Services- January 2017	200.00
IMFOA	2016 IMFOA Spring Conference- Gibbins	41.67
IMFOA	2016 IMFOA Spring Conference- Oakleaf	41.67
IMFOA	2017 Membership Dues- Oakleaf	16.67
IMFOA	2017 Membership Dues- Gibbins	16.67
JNB Acquisition Corporation	Copier Maintenance Agreement	21.56
Vast Broadband	Phone Service January 2017	90.16
Verizon Wireless Inc	Phone Service- January 2017	37.26

Wastewater Administration	Department Total =	563.99
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Wastewater Treatment Plant

Buena Vista Regional Medical Center	Pre-Employment Testing	30.00
Cintas First Aid & Safety	First Aid Supplies- Less Tax	111.54
City of Storm Lake	Alternator Replacement #59	173.76
Des Moines Area Community College	Activated Sludge Class- Streed	250.00
Des Moines Area Community College	Activated Sludge Class- Ramos	250.00
Fastenal Company	Shop Hardhats	65.97

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

Checks for Approval Report

From: 02/07/17 To 02/20/17
User: tyler.gibbins

Fastenal Company	Safety Supplies	212.05
Fastenal Company	Safety Supplies	105.91
Foundation Analytical Laboratory Inc	Testing Services	1,301.00
Foundation Analytical Laboratory Inc	Testing Services	430.00
Foundation Analytical Laboratory Inc	Testing Services	911.00
Foundation Analytical Laboratory Inc	Testing Services	258.00
Foundation Analytical Laboratory Inc	Testing Services	1,858.00
Foundation Analytical Laboratory Inc	Testing Services	762.00
Graffix, Inc	Uniforms- Tarin	380.45
Grainger Inc W.W.	Duct Fan for College & 3rd LS	224.75
Iowa Office Supply Inc	Log Books	96.02
JNB Acquisition Corporation	Copier Maintenance Agreement	63.33
Larson Oil & Distributing Co, Inc	Fuel for the Shop	825.00
Mangold Environmental Testing	Testing	30.00
NCL of Wisconsin Inc	Testing Supplies	253.01
Neuroth Kevin	Garbage Service January 2017	67.00
Neuroth Kevin	Garbage Service January 2017	25.00
Plumbing & Heating Wholesale, Inc	Supplies for Headworks Building	33.40
Plumbing & Heating Wholesale, Inc	Freight for Supplies for Headworks Building	5.68
Recycle Center Harold Rowley	Recycling	30.16
Recycle Center Harold Rowley	Recycling	32.76
Recycle Center Harold Rowley	Recycling Late Fee	5.00
Recycle Center Harold Rowley	Recycling	37.44
Recycle Center Harold Rowley	Recycling Late Fee	8.00
Star Energy, LLC	Fuel December 2017	310.47
Storm Lake Ace Hardware Inc	Garage Remote	34.99
US Peroxide, LLC	Facility Maintenance and Service	750.00
USA Blue Book	Hangers for Clarifiers, Sampler	158.66
Verizon Wireless Inc	Phone Service- January 2017	267.40

Wastewater Treatment Plant **Department Total =** 10,357.75

Wastewater Collection

Rehab Systems Inc.	Vac Cleaning Sewer Lines	5,944.90
Rehab Systems Inc.	Vac Cleaning Sewer Lines	2,385.50
Star Energy, LLC	Fuel December 2017	104.75
Utility Equipment Co	Frame & Cover	425.00

Wastewater Collection **Department Total =** 8,860.15

Landfill

JNB Acquisition Corporation	Copier Maintenance Agreement	21.55
Qualified Presort Service, LLC	Final Bills	16.73

Landfill **Department Total =** 38.28

Storm Water Administration

Genesis Development	Janitorial Services- January 2017	200.00
JNB Acquisition Corporation	Copier Maintenance Agreement	21.55
Qualified Presort Service, LLC	ACH Final Bills	2.78

Storm Water Administration **Department Total =** 224.33

Storm Water Collection

Bolton & Menk, Inc	Design Services through 1/31/2017	21,543.50
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City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

From: 02/07/17 To 02/20/17
User: tyler.gibbins

Bolton & Menk, Inc	Construction Services	4,169.50
Bolton & Menk, Inc	Construction Services through 10/31/2016	3,982.50
Bolton & Menk, Inc	Construction Services through 11/30/2016	1,672.00
Bolton & Menk, Inc	Construction Services through 10/31/2016	2,581.50
Bolton & Menk, Inc	Construction Services through 9/30/2016	1,214.50
Bolton & Menk, Inc	Construction Services through 1/31/2017	398.50
Foundation Analytical Laboratory Inc	Testing Services	240.00
Foundation Analytical Laboratory Inc	Testing Services	180.00
Foundation Analytical Laboratory Inc	Testing Services	300.00
Heinsohn Digging & Tiling, Inc	Tile Work North of Field of Dreams	11,806.50
I&S Group, Inc.	Prelim Design through 1/28/2017	135.00
Stan Houston Equip Co	Sand Bags	45.00

Storm Water Collection	Department Total =	48,268.50
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Insurance

Auxiant - Flex Account	2/1/2017 Flex Claims	1,553.62
Auxiant - Flex Account	2/8/2017 Flex Claims	849.86

Insurance	Department Total =	2,403.48
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Vehicle Maintenance

Arnold Motor Supply, LLP	Supplies	15.97
Arnold Motor Supply, LLP	Batteries & Supplies	224.76
Arnold Motor Supply, LLP	Blade	24.18
Arnold Motor Supply, LLP	Supplies	52.47
Arnold Motor Supply, LLP	Battery	131.18
Deere Credit Inc	Alternator	358.96
Storm Lake Ace Hardware Inc	Supplies	19.99
Storm Lake Hydraulics Co Inc	Hose End & Wire	250.54
Storm Lake Hydraulics Co Inc	Hose End & Wire	173.34

Vehicle Maintenance	Department Total =	1,251.39
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Technology

Vast Broadband	Internet Service February 2017	894.95
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Technology	Department Total =	894.95
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Grand Total =	405,699.43
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King's Pointe Resort
Disbursements 2/1/2017 to 2/14/2017

Vendor Name	Description	Amount
ACCO	services	95.48
Ace Hardware (2)	supplies	830.83
Alpha Wireless	supplies	48.00
Ameripride Services	supplies	512.26
Bomgaars Supply Inc	supplies	771.82
Carey's Furniture	supplies	4,319.92
City of Storm Lake	utilities	2,927.96
Color-ize	supplies	49.75
Convergence LLC (2)	services	-
Copyworks - Coralville	supplies	57.00
Crescent Electric	supplies	56.23
Elissa Doebel	reimbursement	270.45
Efficient Construction LLC	services	2,732.00
Ferguson Enterprises Inc	supplies	16.44
First National Bank- Omaha CC (2)	payment	875.09
Frigitec	services	276.17
Grainger - Palatine	supplies	233.54
Hy-Vee Food Store (2)	food	256.84
The Icee Company	beverages	1,139.94
Iowa Office Supply	supplies	327.12
Iowa Park & Recreation Assn		1,340.00
Julius Cleaners	services	20.35
King's Pointe Resort	services	(7,968.79)
Kineth Hotel Corporation (3)	payroll, work comp	73,581.52
Loew's Custom Carpets	supplies	1,010.87
McCrae Enterprises/Vista Paint	supplies	360.45
Olsen Welding & Machine Shop	services	75.00
Pasquale's Food Service Inc	food	405.00
Pepsi-Cola Bottling Co. (2)	beverages	1,371.52
Probuild Company LLC	supplies	28.18
Quality Resource Group Inc	services	84.96
Revinant Inc	services	15.00
Sceptre Hospitality Resources	services	21.97
Schumacher Elevator Co	services	1,094.90
Signal Systems Inc	supplies	60.00
Star Leasing LLC	services	230.13
The Storm Lake Times	publication	125.11
Sysco Guest Supply LLC	supplies	2,461.85
Treasurer - State of Iowa	sales tax	11,300.00
United Parcel Service- Carl STM (2)	services	21.98
US Foods	food	12,546.30
Verizon Wireless - St Louis	utilities	34.67
Vast Broadband	utilities	2,891.31
Stephanie Wandrey	reimbursement	122.00
Water Safety Products Inc	supplies	758.50

Total 117,789.62

Sunrise Pointe Golf Course
Disbursements 2/1/2017 to 2/14/2017

Ferguson Enterprises	supplies	346.76
MidAmerican Energy	utilities	376.15
Julius Cleaners	services	4.80
Kinseth Hotel Corporation (3)	payroll, management fee	59.05
Orking Pest Control	services	75.00
Alliant Energy - Wisconsin	utilities	746.14
Vast Broadband	utilities	122.33
Guest Refunds/Advanced Deposits	refunds	400.00
	Totals	2,130.23
	Total	225,766.76

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: FEBRUARY 7, 2016

REFERENCE: LIQUOR LICENSE RENEWAL
BOATHOUSE
502 LAKE AVE

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

	02-07-2015 to 02-07-2016	02-08-2016 to 02-05-2017
INCIDENTS		
Accident	1	2
Bar Check	1	1
Business Assist	0	1
Business Security	15	8
Found Property	0	1
Gas Smell	1	0
General Information	0	1
Harassment	2	0
Interpretation	0	1
Law Department Assist	0	1
Motorist Assist	1	0
Open Window/Door	3	0
PR/Talk/Presentation	1	2
Station Assignment	3	0
Traffic Stop	1	1

ARREST

Warrant Arrest	0	1
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Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: FEBRUARY 7, 2017

REFERENCE: LIQUOR LICENSE RENEWAL
CASEY'S WEST
222 W MILWAUKEE AVE

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

	02-11-2015 to 02-07-2016	02-08-2016 to 02-05-2017
INCIDENTS		
911 Hang Up Call	0	1
Accident	2	3
Animal Call	1	1
Arrest	1	0
Assault	1	0
Burglar Alarm	1	0
Burglary to Vehicle	1	0
Business Assist	1	3
Business Security	36	42
Citizen Assist	2	1
Disturbance/Noise/Party	0	2
Drug Investigation	0	1
Found	3	1
Harassment	1	1
Intoxicated Driver	0	1
Juvenile Problem	1	0
Keys Locked In Car	8	7
Law Department Assist	1	0
Lost Child	0	1
Motorist Assist	1	1
Parking Complaint	0	1
Pedestrian Stop	0	1
PR/Talk/Presentation	4	4
Reckless Driver	0	1
Scam	1	0

Staton Assignment	3	4
Street Beat	6	4
Suspicious Activity	0	1
Suspicious Person	1	3
Theft	4	11
Trespass	1	0
Vehicle Maintenance	3	11
Vehicle Stop	10	6
Violation No Contact order	0	1

ARRESTS

Theft	1	0
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Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: FEBRUARY 7, 2017

REFERENCE: LIQUOR LICENSE RENEWAL
DOLLAR GENERAL
1423 N LAKE AVE

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

	01-13-2015 to 02-07-2016	02-08-2016 to 02-05-2017
INCIDENTS		
Accident	0	3
Animal Call	2	0
Burglar Alarm	1	0
Business Assist	0	1
Business Security	69	31
Drug Investigation	0	1
Fight	0	1
Found Property	0	1
General Information	1	0
Harassment	0	1
Hit and Run Property Damage	1	0
Intoxicated Pedestrian	0	1
Juvenile Problem	0	1
Keys Locked In Car	7	6
Law Department Assist	1	1
Lost Property	0	1
Motorist Assist	1	1
Parking Complaint	0	1
PR/Talk/Presentation	2	4
Street Beat	25	11
Subpoena Service	0	2
Suspicious Person	1	0
Suspicious Vehicle	1	0
Theft	0	4
Vehicle Stop	2	10

Violation No Contact Order	0	2
Warrant Service	0	1

ARRESTS

Possession Controlled Substance	0	2
Possession Drug Paraphernalia	0	1
Sell Alcohol to Minor	0	1
Theft	0	1
Warrant Service	0	1

Recommendation: Approval of liquor license.

Staff Summary

2/20/2017
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: Mayra Martinez, City Clerk

SUBJECT: Buy Local Information

BACKGROUND: Early in 2011 during a Study Session discussion Council asked staff to look at putting together some analysis information regarding the amount of purchases made locally. We have pulled that information together and a provided a summary of purchases identified in the current list of bills to be approved that are purchased locally (within the City of Storm Lake), within Buena Vista County, and outside of Buena Vista County are presented here for Council's review. This information is presented for for both the City and King's Pointe's bills.

As the reader reviews the information they should note the following key notes:

- Costs associated with any major capital project (those bid under the State of Iowa Bid Law) are excluded from the calculation
- Costs associated with travel is excluded from the calculation and %
- Costs associated with payroll is excluded from the calculation and %
- In some cases there is only one vendor or an item is only available from vendors outside of the City limits and/or Buena Vista County – we have not identified these
- Some departments have fairly minor budgets and a major purchase can skew the % and or amount for a given review period (For Example: the Airport may have normally \$4,000 - \$6,000 in expenses until they purchase Jet Fuel or Av Gas which can be \$10,000 + and as a vendor who is not local this can skew the information for that review period)
- Local has been determined to be has an office front in the area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here)

As with all analytical data it is possible to interpret the numbers in a variety of ways and as we move forward we would be happy to provide further detail and or revise the way in which we show the data. Likewise if you have any questions or concerns please don't hesitate to contact city staff.

FISCAL IMPACT:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$405,699.43	\$304,092.26	\$50,971.75	16.77	\$12,240.89	.41	\$240,879.62	82.82
King's Pointe	\$117,789.62	\$32,515.65	\$1,814.11	5.58			\$30,701.54	94.42
Golf Course	\$2,130.23	\$2,471.18	\$2,396.18	96.97			\$75.00	3.03

RECOMMENDATION: Review Buy Local Information

Staff Summary

2/20/2017

Agenda Item # C.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Motion Authorizing a Noise Variance for Buena Vista University's 2017 Buenafication Day**

BACKGROUND: Attach is a written request from Dr. Ashley Farmer-Hanson of Buena Vista University requesting a Noise Variance for their 2017 Buenafication Day Events scheduled for Tuesday, May 2, 2017.

The request is for amplified entertainment and/or announcements on May 2nd from 8:30am until 5:00pm in the central campus area and from 9:00am until 10:00am in the football stadium.

The requests is consistent with previous years.

I will issue the Variance upon receiving a consensus in the affirmative from the city council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
☐ Buenafication Day	Permit

January 27, 2017

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

Dear Mr. Prosser:

Buena Vista University is preparing for Buenafication Day, Tuesday, May 2. To make this year's event a success, we are requesting the assistance of the city. The following is an overview of what we are requesting:

A noise variance for the following times:

8:30am- 5:00pm- A DJ to be playing music on central campus

9:00am -10:00am- Music and PA system to be playing for the Opening Ceremony at the Stadium.

We appreciate the city council's consideration of the above requests and if additional information is needed please contact Ashley Farmer-Hanson, Director of Civic Engagement at 749-2443. Thank you for your help in making this year's activities a success for the Buena Vista University and Storm Lake community.

Sincerely,

Dr. Ashley Farmer-Hanson
Director of Civic Engagement
Buena Vista University
610 West 4th Street
Storm Lake, Iowa 50588



**Public Safety
Police & Fire
PERMIT**

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: 2017 Buenafiction Day

Issued To:

Name: Dr. Ashley Farmer-Hanson

Organization: BVU Director of Civic Engagement

Address: 610 West 4th Street, Storm Lake, Iowa 50588

Phone: 712-749-2443

Date(s) of Event: Tuesday, May 2, 2017

Time(s) of Event: 8:30am until 5:00pm

Expiration of Permit: 5-3-2017

Location / Area
of Use:

Central Campus (8:30am - 5:00pm) / Stadium (9:00am - 10:00am)

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Date: 2-21-2017

Please Print

Signature:

Title:

Public Safety Director

Staff Summary

2/20/2017

Agenda Item # D.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Motion Approving Easement Agreement Between The City And Patricia Lange, David Lange, Todd Lange, And Barbara Lang For The Construction Of A Water Main**

BACKGROUND: As part of the Flindt Drive Water Main replacement project, this easement is required to construct the water main across property owned by Patricia Lang, David Lange, Todd Lange, and Barbara Lang. The project is replacing the existing 4 inch water main with an eight inch water main to improve water quality and quantity in this area.

FISCAL IMPACT: The cost of the easement is a dollar.

RECOMMENDATION: Pass motion approving the easement agreement between the City and Patricia Lange, David Lange, Todd Lange and Barbara Lang for the construction of a water main.

Staff Summary

2/20/2017

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 Davis, Water Plant Superintendent

SUBJECT: **Public Hearing For The Plans, Specs, Bids, Form Of Contract, And Engineer's Opinion Of Probable Costs For The 2016 Watermain Improvements**

BACKGROUND: The existing watermain in the Right-of-Way along Flindt Drive from the railroad overpass to 4th Street is undersized, deficient in materials, and experiences frequent breaks.

The purpose of this project would be to bore a new 8" water main and then transfer services along this section from the old main to the new. A bulk of this watermain placement would be directional bore with a few open trenched areas along the route.

FISCAL IMPACT: Engineer's Opinion of Probable Construction Cost is \$208,882.50. This is a budgeted item for waterline replacement and upgrade.

RECOMMENDATION: Open Public Hearing
Hear Comments
Close Public Hearing

ATTACHMENTS:

Description	Type
Public Hearing Notice	Backup Material

NOTICE OF PUBLIC HEARING

2016 Watermain Improvements
City of Storm Lake
Storm Lake, IA

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Storm Lake on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 5:00 P.M. on February 20, 2017, at 620 Erie Street, Storm Lake, IA.

PROJECT DESCRIPTION: Watermain improvement project consisting of 525' of PVC and 210' of ductile iron watermain running adjacent to Highway 7 in Storm Lake, IA from Richland Street to East 4th Street and removal and replacement of approximately 640 SY of 8" thick PCC pavement on Richland Street adjacent to Highway 7 and other related items of work.

This Notice is given by authority of the City of Storm Lake

_____/s/Mayra A. Martinez

Mayra Martinez, City Clerk

Staff Summary

2/20/2017

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 Davis, Water Plant Superintendent

SUBJECT: **Resolution No 71-R-2016-2017 Approving The Plans, Specs, Bids, Form Of Contract, And Engineer's Opinion Of Probable Costs For The 2016 Watermain Improvements**

BACKGROUND: The existing watermain in the Right-of-Way along Flindt Drive from the railroad overpass to 4th Street is undersized, deficient in materials, and experiences frequent breaks.

The purpose of this project would be to bore a new 8" water main and then transfer services along this section from the old main to the new. A bulk of this watermain placement would be directional bore with a few open trenched areas along the route.

FISCAL IMPACT: Engineer's Opinion of Probable Construction Cost is \$208,882.50. This is a budgeted item for waterline replacement and upgrade.

RECOMMENDATION: Approve Resolution No. 71-R-2016-2017

ATTACHMENTS:

Description	Type
☐ Resolution No. 71-R-2016-2017	Resolution

RESOLUTION NO. 71-R-2016-2017

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE 2016 WATERMAIN
IMPROVEMENTS**

WHEREAS, the plans, specifications, form of contract and estimate of cost were filed with the CITY for the construction of certain public improvements described in general as the 2016 Watermain Improvements; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law:

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

Section 1. That the said plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 20th day of February, 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra Martinez, City Clerk

Staff Summary

2/20/2017

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: Mike Davis, Water Plant Superintendent

SUBJECT: **Resolution No. 72-R-2016-2017 To Approve Bid From SCE LLC. 2016 Water Main Improvements**

BACKGROUND: Six bids were received on February 14th, 2017 for the 2016 WaterMain Improvements project for the City of Storm Lake.

SCE, LLC,-
Cherokee, IA\$220,600.75
Hulstien Excavating, Inc.,-Edgerton, MN.....
\$233,534.05
Shekar Engineering, -Des Moines, IA.....
\$233,854.95
Redings Gravel & Excavating Co.,Inc-Algona, IA.....
\$268,079.50
King Construction, -Wall Lake, IA.....
.\$295,585.00
GM Contracting, Inc., - Lake Crystal, MN.....
.\$366,014.31

The bid from SCE., LCC. is approximately 5.6% above the Engineer's estimated project cost of \$208,882.50.

FISCAL IMPACT: The budgeted total project cost of \$220,600.75 will come from the Water Fund.

RECOMMENDATION: Staff recommends Adopting Resolution No. 72-R-2016-2017 Awarding the 2016 Watermain Improvement project to the low bidder
SCE.,LLC. of Cherokee, IA. (formerly known as Schoons)

ATTACHMENTS:

Description	Type
☐ Resolution No. 72-R-2016-2017	Resolution

RESOLUTION NO. 72-R-2016-2017

RESOLUTION ACCEPTING AND AWARING BID FOR THE 2016 WATERMAIN IMPROVEMENTS PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 2016 Watermain Improvements, described in the plans and specifications heretofore adopted by this Council on February 20, 2017, be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	SCE, LLC, Cherokee, IA
Amount of bid:	\$220,600.75
Portion of bid:	All

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements, said contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 20nd day of February, 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra Martinez, City Clerk

Staff Summary

2/20/2017

Agenda Item # 6.



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

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building Official

SUBJECT: **Ordinance No. 04-O-2016-2017 For The Proposed Text Amendment To The Storm Lake Zoning Ordinance**

BACKGROUND: There has been past interest to potentially locate an automobile or recreational vehicle sales business in the General Industrial (GI) Zoning District. Currently, this is not an allowable use in this Zoning District but this type of use has been contemplated in past Zoning Ordinances.

In order to maintain the integrity of the different zoning districts, City Staff did not feel it was appropriate to merely allow for automobiles / recreational vehicles sales in the GI District, with the same conditions as in the current permitted zoning districts. Therefore, a use type and conditions which would be unique to the GI District were developed.

This use type would provide for larger scale, higher volume facilities and is linked to the proximity with Highway 71, thus providing for businesses that are oriented more to customers traveling from a larger geographic area.

Before a text amendment may be approved by the City Council, a written recommendation must be provided by the Planning and Zoning Commission.

The Planning and Zoning Commission met on January 23, 2017 and held a public hearing on the proposed text amendment. After reviewing the proposal, the Planning and Zoning Commission voted to approve the request for the proposed text amendment to the Storm Lake Zoning Ordinance. The Planning and Zoning Commission made this recommendation based on the following finding:

The Storm Lake Comprehensive Plan lists "Economic Goals

and Policies" on page 6-6. Goal 1 is to retain current businesses and provide assistance (technical and financial) to existing businesses seeking to grow, expand, or branch out into new endeavors. Goal 2 is to attract new businesses that will diversify the tax base and supply jobs within Storm Lake.

Attached to this staff summary is the Planning and Zoning Commission recommendation to approve the proposed text amendment.

FISCAL IMPACT: Cost of public notices and legal fees estimated at \$200.00.

RECOMMENDATION: Approve 1st reading – February 6
Approve 2nd reading - February 20
Approve 3rd reading and adopt - March 6

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Action Taken From P&Z	Backup Material
<input type="checkbox"/>	Ordinance No. 04-2016-2017	Ordinance

**ACTION TAKEN ON PROPOSED TEXT AMENDMENT TO
THE STORM LAKE ZONING ORDINANCE REQUEST**



CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION

Date: January 23, 2017

Application: #2017-1

Applicant: City of Storm Lake

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

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

X Approved _____ Denied

Reason for approval or denial: (list complete data) Proposed Change is in
conformance with the Storm Lake Comprehensive
Plan as outlined in the agenda item Staff Summary.

Acted upon this 23 day of January, 2017.

Signed: [Signature]
Chairman

Attest: Mayra A. Martin
Secretary

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

Dated this _____ day of _____, 2017.

Signed: _____
Mayor

Attest: _____
City Clerk

ORDINANCE NO. 04-O-2016-2017

ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF STORM LAKE, A PART OF THE STORM LAKE MUNICIPAL CODE, TO ALLOW FOR CERTAIN LARGE SCALE AUTOMOTIVE RENTAL AND SALES BUSINESSES AS A PERMITTED USE AS OF RIGHT IN THE GENERAL INDUSTRIAL (GI) ZONING DISTRICT

WHEREAS, the City Staff has petitioned for changes in the text of the Storm Lake Zoning Ordinance and Subdivision Regulations to allow for certain large scale automotive rental and sales businesses as a permitted use as of right in the General Industrial (GI) Zoning District;

WHEREAS, the City's Planning and Zoning Commission has reviewed and recommended approval of the proposed changes in the text of the Zoning Ordinance that will allow for such additional use of real property in a GI Zoning District; and

WHEREAS, the proposed changes in the text of such Zoning Ordinance are consistent and in accordance with the comprehensive plan adopted by the City in Resolution No. 94-R-2012-2013 on February 18, 2013;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa, as follows:

Section 1. AMENDMENTS. The Zoning Ordinance of the City of Storm Lake is amended as follows:

a. In "Article Three-Use Types", insert a new subparagraph 6 under Section 307(c) as follows:

6. Automotive Rental and Sales-Large Scale: Establishments providing sale or rental of automobiles, motorcycles, motorhomes, recreational vehicles, or boats, including incidental storage, maintenance, and servicing, occupying facilities 30,000 square feet or larger in area, and within 1,000 feet of Iowa State Highway 71 right-of-way. Outdoor storage of vehicles to be repaired shall be completely screened so as not to be visible from a public right-of-way and shall not occur in front of the front building line of the main structure. Screening shall also be in accordance with Article 8 of this Ordinance.

b. In "Article Four-Base Zoning District Regulations," "Table 4-2-Permitted and Conditional Uses By Zoning Districts" under "Commercial Uses," between "Auto Rental/ Sales" and "Auto Services" in the "Uses" column, insert "Auto Rental and Sales-Large Scale;" insert "P" in the "GI" column of

that row; and insert “605c” in the “Additional Regulations” column of that row.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED this ____ day of _____, 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra Martinez, City Clerk

Staff Summary

2/20/2017

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: Jason Etnyre, Public Works Director

SUBJECT: **Resolution No. 73-R-2016-2017 Approving A 28E Agreement With Buena Vista County For Business 71 Culvert Project**

BACKGROUND: This 28E Agreement is an agreement to share costs and for administrative responsibilities associated with the inspection, short term repair, and design of a replacement of the existing 8'x6' reinforced concrete box located on the road known as Business 71, adjacent to the Wal-Mart property. The County shall be the administrative agency to provide oversight and administrative support for this project.

The culvert has structural deficiencies due to age and is in need of replacement. With the annexation of the Bargloff area, the new city limits intercept the middle of the culvert, which makes it lie half in the city and half in the county.

In 2014 the Council approved a similar 28E agreement with the County for the design of the culvert. This new and updated agreement will allow the County to bill the City for half the construction costs and half of the inspection service labor on the project.

FISCAL IMPACT:

The City, under the 28E Agreement, would be responsible for 50% of the cost of the total project and inspection service labor. This project will be funded with Road Use Tax funds.

RECOMMENDATION: Adopt Resolution No. 73-R-2016-2017 Authorizing the 28E agreement.

ATTACHMENTS:

Description	Type
□ Resolution No. 73-R-2016-2017	Resolution
□ Project Agreement	Contract

RESOLUTION NO. 73-R-2016-2017

RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF STORM LAKE AND BUENA VISTA COUNTY SHARING COSTS ASSOCIATED WITH THE BUSINESS 71 CULVERT PROJECT

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

To approve an agreement pursuant to Section 28E of the Code of Iowa by and between the City of Storm Lake, Iowa and Buena Vista County for sharing costs associated with the Business 71 Culvert Project.

PASSED AND APPROVED this 20th day of February, 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra Martinez, City Clerk

AGREEMENT

Between BUENA VISTA COUNTY, IOWA and

CITY OF STORM LAKE, IOWA

Re BUSINESS 71 CULVERT PROJECT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2017, by and between Buena Vista County, Iowa, ("County") and the City of Storm Lake, Iowa, ("City") in accordance with the authority granted to the parties under Iowa Code Chapter 28E for the purpose of sharing the costs and administrative responsibilities associated with the construction and inspection of a replacement of the existing 8' x 6' reinforced concrete box ("RCB") located on the road known as Business 71 or M44 at Station 61+79.6 on Iowa DOT plans dated 1934, in Storm Lake, Iowa.

1. **SCOPE OF WORK.** The parties have previously acknowledged that the RCB identified above needs to be replaced with a larger RCB. See 28E Filing M507400. This agreement encompasses the sharing of costs for letting of the construction project, inspection, delegation of responsibilities to secure all appropriate permits, and for the administration of the construction project.

2. **ADMINISTRATION.** The County shall be the administrative agency, meaning the party responsible to provide oversight and administrative support to effectuate the purpose of this agreement, including but not limited to securing construction bids, inspection of the project, tracking the permitting process, records retention, billing, and cost allocation. No separate legal or administrative entity is created by this Agreement.

3. **CONTRACT BIDS.** The County shall arrange for the letting of the construction contract. Once the City has approved this agreement, the County may begin the process of securing bids for the completion of the construction project and may enter into a contract with the successful bidder. The City will not be a party to the construction contract.

4. **INSPECTION.** The County Engineer shall act as inspector for the construction project and shall be entitled to reimbursement as provided under paragraph 5.

5. **FINANCING.** The County and City shall share equally in the costs of construction and inspection. The County shall issue a statement of all costs incurred for construction and inspection as part of the project and the City shall within 30 days of receipt tender to the County one-half (1/2) of the costs invoiced. The County shall furnish City with copies of any records supporting such charges requested by City within seven days of the City's request for the records. Once costs begin to incur as part of the construction project, the County shall issue said statement of all costs on at least a monthly basis and shall continue to issue said statements until the project is completed and all contractors are paid in full.

6. **LIABILITY.** Each party agrees to indemnify and hold the other party, its elected officers, agents, employees and successors and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the party, its successors and assigns, may incur or sustain by reason of the indemnifying party's breach of this Agreement or the indemnifying party's failure to

legally or timely meet the responsibilities imposed herein, or by reason of the torts of the indemnifying party.

7. **TIMETABLE.** The County and City shall each proceed with reasonable diligence in the performance of all actions required by under this agreement.

8. **NOTICES.** Any notice under this Agreement shall be in writing and shall be deemed to be given when deposited by ordinary mail with the United States Postal Service.

Notice to the City shall be addressed to:

City Clerk
City of Storm Lake
620 Erie Street
Post Office Box 1086
Storm Lake, Iowa 50588

Notice to the County shall be addressed to:

Bret Wilkinson, County Engineer
Buena Vista County Courthouse
215 East Fifth Street
Post Office Box 220
Storm Lake, Iowa 50588

9. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa now or hereinafter applicable hereto.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the Parties hereto and may not be changed except by written amendment approved by the respective governing bodies and executed by both Parties.

IN WITNESS WHEREOF, the City and County have set their hands, for the purposes herein expressed on the dates indicated below.

For the **CITY OF STORM LAKE, IOWA**

For **BUENA VISTA COUNTY, IOWA**

By: _____
Jon F. Kruse, Mayor

By: _____
Tom Huseman, Chairperson
Board of Supervisors

Date: _____

Date: _____

ATTEST:

ATTEST:

Mayra Martinez, City Clerk

Sue Lloyd, Buena Vista County Auditor

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2017, by Jon F. Kruse and Mayra Martinez, as Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa.

Notary Public in and for the State of Iowa
My commission expires:

STATE OF IOWA, COUNTY OF BUENA VISTA

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa , personally appeared Tom Huseman and Sue Lloyd, to me personally known, and who being by me duly sworn, did say that Tom Huseman is the Chair of the Buena Vista County Board of Supervisors and Sue Lloyd is the Buena Vista County Auditor; and that the instrument was signed on behalf of said Board, by authority of its Board of Supervisors.

Notary Public in and for the State of Iowa
My commission expires:

Staff Summary

2/20/2017

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: Jason Etnyre, Public Works Director

SUBJECT: **Resolution No. 74-R-2016-2017 To Approval Of Final Plans And Authorization For Buena Vista County To Seek Bids For The 2017 Business 71 Culvert Replacement Project**

BACKGROUND: The City Council and Buena Vista County have entered into a 28E agreement for the removal and reconstruction of the culvert located on Business 71 just to the north of the Walmart property. This project will be a joint effort between the City and County with the Buena Vista County Engineer's office serving as the administrator and construction inspector. The City will be responsible for 50% of the cost of construction and inspection services. This project will occur summer of 2017.

FISCAL IMPACT: The City, under the previously approved 28E Agreement, would be responsible for 50% of the cost of the total project and inspection service labor. This project will be funded with Road Use Tax funds.

RECOMMENDATION: Council adopt Resolution No. 74-R-2016-2017 to approve final plans and specifications for the North Lake Ave. culvert replacement and authorizing the County Engineer to seek bids.

Staff Summary

2/20/2017

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: Jason Etnyre, Public Works Director

SUBJECT: **Motion to Approve 2017 Land and Water Conservation Fund Grant Professional Services Agreement with ISG**

BACKGROUND: This grant application is due March 15th. In an effort to expand its services at Storm Lake Marina, City staff is preparing a grant application for constructing a campground at the Storm Lake Marina. This grant application will be submitted as a Land and Water Conservation Fund grant.

The Land and Water Conservation Fund (LWCF) Program is a federally funded grant program that provides match funds of 50% for outdoor recreation area development and acquisition. Iowa's cities and counties are eligible to participate.

Competition for LWCF funds is intense; but this program provides an excellent opportunity to develop a wide range of outdoor recreational projects that are in high demand. Popular projects in recent years have included skate parks, playgrounds, new and renovated swimming pools, sport complexes, campgrounds and multipurpose trails.

The professional services agreement with ISG would cover base mapping, site inventory, master plan renditions, and assistance with the application process due to the rapidly approaching deadline for grant submittal.

FISCAL IMPACT: Base Mapping and Site Inventory of Project Area: \$2500
Conceptual Site Alternatives: \$4800
Master Plan Rendering: \$1800
Total Cost of Professional Services Agreement: \$9,100

RECOMMENDATION: Staff recommends that Council approves this Professional Services Agreement with ISG.

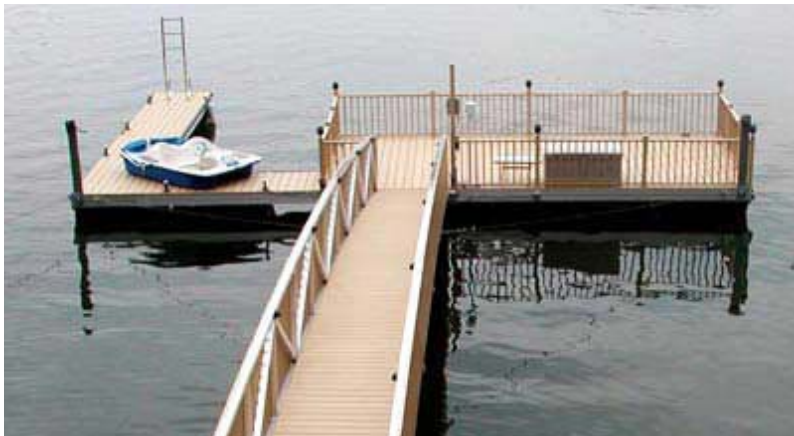
ATTACHMENTS:

Description		Type
	Service Agreement	Contract



STORM LAKE MARINA CAMPGROUND FACILITY

Professional Design Services Proposal



ISG

PROPOSAL FOR:

Jason Etnyre
Public Works Director
City of Storm Lake
433 Vilas Road
Storm Lake, IA 50588
etnyre@stormlake.org
P: 712.732.8029

FROM:

David Doxtad PE
Principal-In-Charge + Civil Engineer
ISG
1725 North Lake Avenue + PO Box 458
Storm Lake, IA 50588
P: 712.732.7745
david.doxtad@is-grp.com

Nathan Gruver PLA, ASLA
Landscape Architect
ISG

1725 North Lake Avenue + PO Box 458
Storm Lake, IA 50588
P: 712.732.7745
nathan.gruver@is-grp.com

ARCHITECTURE

Architecture

Interior Design

Landscape Architecture

Planning

ENGINEERING

Civil

Electrical

Land Surveying

Mechanical

Municipal

Steam + Power

Structural

Transportation

Water/Wastewater

3D Scanning

ENVIRONMENTAL

Assessments

Geographic Information
Systems

Permitting

Planning + Feasibility

Testing

PLANNING

Community

Municipal

Resources





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Scope of Work.....	Pages 4-5
Design Team	Pages 6-7
Project Experience	Pages 8-10
Compensation	Page II



January 18, 2017

Jason Etnyre
Public Works Director
City of Storm Lake
433 Vilas Road
Storm Lake, IA 50588
etnyre@stormlake.org
P: 712.732.8029

RE: Professional Design Services Proposal for Storm Lake Marina Campground Facility
Storm Lake, Iowa

Jason,

In today's busy world, chances to get out and connect with nature are a welcomed retreat for family and friends. The Storm Lake Marina area, its surrounding shores and natural landscapes, offer a perfect setting for Storm Lake Area residents and visitors alike to enjoy the outdoors in a fun, convenient location.

As the City looks to develop IDNR owned land into a campground adjacent to the Storm Lake Marina with RV camping sites, a restroom and bathhouse, fishing cottages, and possible tent sites, ISG is eager to offer our local and recreation expertise in support of the project. Our experience developing cost-effective and custom concept plans for similar parks and campgrounds across Iowa and beyond has given our team valuable insight into how to best use the natural and financial resources available to our clients.

ISG's close connectivity with the Storm Lake community, along with our experience both in conceptual plan development, and working with key partners including the IDNR has strengthened our ability to address local concerns and provide meaningful solutions. Truly invested in the growth of Storm Lake, ISG will offer the City dedicated local professionals focused the campground's success. In addition, you can expect the following:

- Integration of the variety of park user needs including day visitors, camping, fishing, and boating.
- Responsive service from our multi-disciplinary team, which includes 60 employees in Iowa, backed by 230+ professionals firm wide.
- Creative and custom designs that directly support community and site needs.

We are excited by the opportunity to join your team and have outlined our responsive project approach in the pages that follow. Please contact us at 712.732.7745 if you would like to further discuss this proposal. Thank you for your consideration. We look forward to providing you with creative solutions, dedicated service, and timely delivery.

Sincerely,



David Doxtad PE
Principal-In-Charge + Civil Engineer



Nathan Gruver PLA, ASLA
Project Manager + Landscape Architect

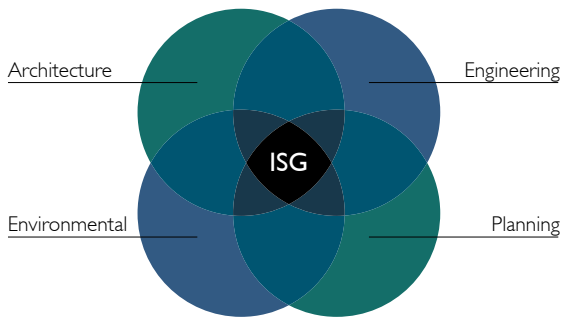


Firm Profile



True Expertise + Working Ingenuity

ISG has a rich history, that extends over 40 years, of building trusting relationships with clients, stakeholders, and the community. As a multi-disciplinary firm that serves numerous markets, ISG fosters strong collaboration between all the firm's disciplines providing clients a diverse knowledge base, high level of creativity, and broad perspective. This true and responsive expertise ensures superior project completion allowing for valuable, enduring relationships that benefit clients now and into the future.



Services

Architecture

Architecture
Interior Design
Landscape Architecture
Planning

Engineering

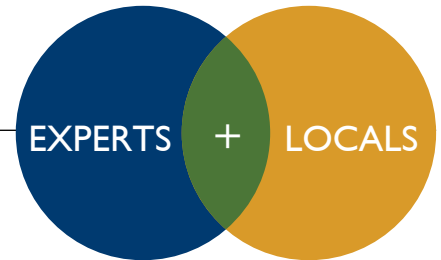
Civil
Electrical
Land Surveying
Mechanical
Municipal
Steam + Power
Structural
Transportation
Water/Wastewater
3D Scanning

Environmental

Assessments
Geographic Information Systems
Permitting
Planning + Feasibility
Testing

Planning

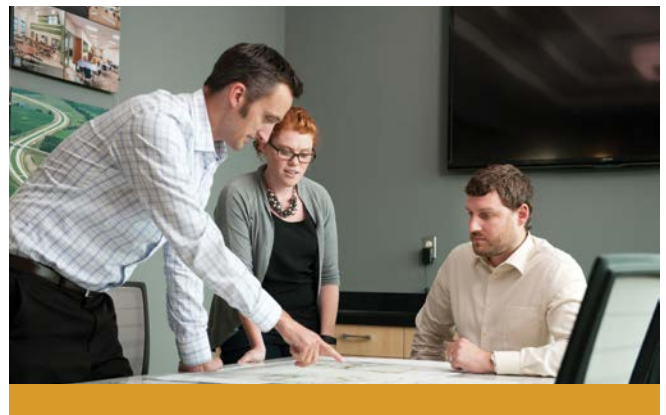
Community
Municipal
Resources



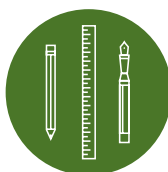
230+
PROFESSIONALS

4.5
MILES FROM SITE

40+
YEARS IN BUSINESS



RESPONSIVE



CREATIVE



INGENIOUS



EAGER



ACCOUNTABLE



Project Approach



KEY

- Fishing Cottages
- Restroom + Bathhouse
- Primitive Tent Site Area
- RV Camper Site Area
- DNR Fish Hatchery Building
- RV Camper Sites

15-20 RV CAMPSITES

10-15 FISHING COTTAGES

10-15 PRIMITIVE SITES

1 RESTROOM + BATHHOUSE

EXPANDING PARK AMENITIES

The City of Storm Lake plans to construct a campground facility on IDNR land adjacent to the Marina. This project will build on the existing amenities offered by the Marina by adding RV sites, a restroom and bathhouse, as well as fishing cottages and primitive tent sites. ISG will provide a three phased approach to the project with concept plans for the City. In addition, ISG will provide the following:



Project Coordination *Managing details + promoting comprehensive solutions*

It is critical to project success that the full spectrum of engineering, landscape architecture, land surveying, and planning disciplines remain in close relationship, working with one another throughout the design process to limit risk for the City. Segmenting these systems can lead to dangerous and costly gaps in overall design, which is exactly why ISG promotes high levels of collaboration including multi-layered internal reviews, standardized quality control procedures, and proactive coordination with key development stakeholders.



Communication *Client-focused + interactive project processes*

To facilitate meaningful and valuable engagement from each client, ISG's business approach fosters open, transparent, and consistent communication throughout all phases of project planning, design, and construction. Not only does this lead to better results, but the process also serves to support expedited timelines and a more positive project experience overall. To do so, we will provide face-to-face engagement and onsite meetings. In addition, we reach beyond typical methods of project management to embrace modern cloud-based file sharing and collaborative tools including the use of Skype, Bluebeam, and Submittal Exchange.



Efficiency *Maintaining schedules + project accountability*

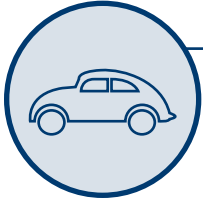
ISG understands that timelines for the Storm Lake Marina Campground and bathroom facilities will require a strict adherence to project schedule. To ensure projects continue to progress on-time, ISG performs preliminary project forecasting to identify potential hurdles upfront, including but not limited to County, environmental, and building construction permitting requirements. We begin each project by detailing project schedules for each team member, allowing ISG to gage progress and adjust as needed.



Project Approach

DESIGN ELEMENTS

Designs for outdoor public spaces must maintain a healthy balance of visual aesthetics and practicality in order to successfully serve their purpose. Maintenance, sustainability, low environmental impacts, and affordability are all considerations that will be weighed throughout planning and design. Below are but a few of the elements ISG can help the City plan and manage to bring the Storm Lake Marina Campground Facility to life.



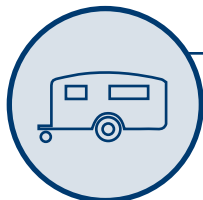
Optimal Traffic Circulation

Safe and convenient pathways for RV, vehicle, and pedestrian entrance into and travel throughout the campground.



Effective Site Utilities

Install functional site lighting, electrical hookups, water, and sewer systems to attract visitors and enhance user experiences.



RV Camp Pads + Primitive Tent Area

Strategically develop a site plan that supports accessible, convenient visitor area for RV and primitive tent camping.



AMERICANS WITH DISABILITIES ACT (ADA) DESIGN COMPLIANCE

Improvements making park + recreation amenities enjoyable by all

To help ensure public amenities are accessible for enjoyment by all residents, ADA is fundamentally integrated throughout ISG's project design process. ADA drawings included, as part of our Construction Documents (CDs), a design guideline page with standards to be utilized during construction, as well as a section on code compliance outlining areas within the guidelines that correspond to each project. Installing light poles clear of sidewalk access, additional tree canopy along accessible pathways providing shade, ADA compliant bathroom fixtures, and adjusted ramp curbs are but a few of the ways comprehensive design can make outdoor spaces more welcoming.



DID YOU KNOW?

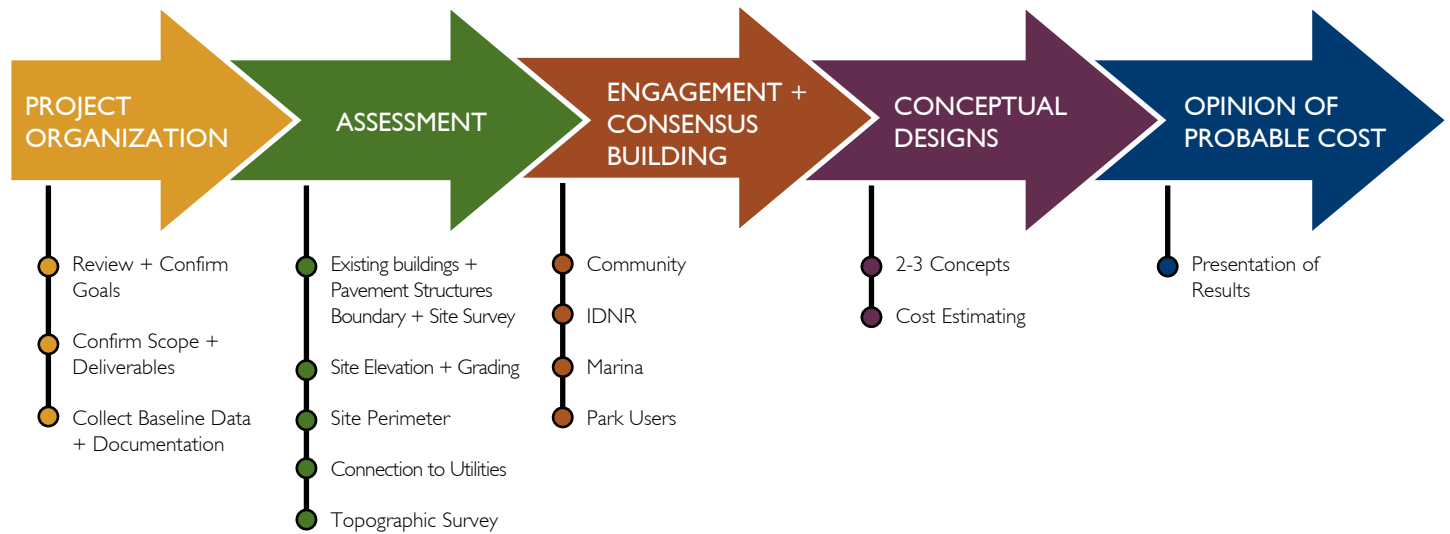
ISG was recently selected by the Iowa DNR to co-author select chapters in the state's Storm Water Management Manual, illustrating our intimate involvement in compliance resources and best practices.



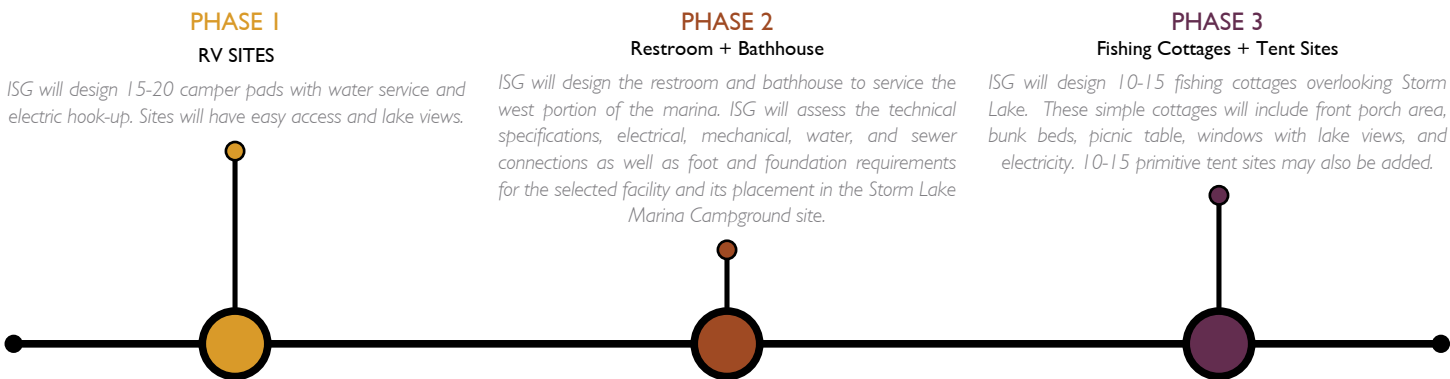
Scope of Work

STORM LAKE MARINA CAMPGROUND DESIGN PROCESS

Working collaboratively with City and key project stakeholders, ISG will first complete base mapping and a site inventory. The base mapping and site due diligence performed prior to the facility's construction will then guide initial concept planning for the remainder of the park. Listening closely to the unique project elements most important to your team, ISG will develop concept plans outlining a series of strategic improvements to the site. In particular, we understand that phasing the project begins with the RV sites, followed by a restroom and bathhouse, and then fishing cottages and primitive tent sites, as the order of priority to your team, and will work to incorporate these and other considerations into overall design concepts for the campground.



SCHEDULE





Scope of Work

Primary Services



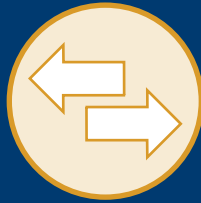
BASE MAPPING + SITE INVENTORY

Site Survey

ISG will conduct a boundary and site survey and assessment of the potential for connection to city sanitary and water infrastructure. Based on our findings, ISG will provide design recommendations for the facility's orientation and public access pathways.

Using the information gathered during the boundary and site survey conducted for Storm Lake Marina Campground, ISG will begin to develop a base map of the property. In addition, ISG will also use any available or existing GIS information to determine details of the proposed campground site. ISG will supplement information with a topographic survey, if needed, to provide necessary base mapping information.

- ✓ Any existing buildings and pavement structures
- ✓ Site perimeter
- ✓ Site elevation and grading
- ✓ Site development and building sighting
- ✓ Connections to City of Storm Lake Utilities



CONCEPTUAL ALTERNATIVES

Concept Design

ISG will draft up to three (3) preliminary conceptual drawings outlining options for park improvement layouts, types, and styles. Specific design considerations for the park renovation will include:

- ✓ 15-20 RV Camper Pads
- ✓ Bathhouse + Outdoor Shelter
- ✓ 10-15 Fishing Cottages
- ✓ 10-15 Primitive Tent Camping Area
- ✓ Signage
- ✓ Camp Site Amenities
- ✓ Parking Lots
- ✓ 50 Amp Electric Pedestals
- ✓ Site Traffic + Camper Access Plan
- ✓ Utility plan for campsite services and Restroom + Bathhouse
- ✓ Landscape plans to preserve and protect existing site features as well as supplement campsites with additional plantings
- ✓ A vegetative buffer will be planted to maintain privacy for nearby residents



CUSTOM DELIVERABLES

Construction Documentation

Once preliminary conceptual designs have been completed, ISG will present the preferred plan at a meeting with project stakeholders to gather feedback. After comments from this meeting have been incorporated, ISG will prepare a final concept plan for the site and corresponding preliminary cost estimate for review by the City. A Master Plan Rendering will also be provided to the City.

- ✓ Final Concept Plan
- ✓ Preliminary Cost Estimates
- ✓ Master Plan Rendering



Design Team

ISG's Storm Lake team offers the convenience of neighbors and understanding of local experts. Having worked closely with the City of Storm Lake on previous endeavors throughout the area, we know how to best complement the knowledge and talents of your team with our experience for the betterment of this project.



DAVID DOXTAD PE

Principal-In-Charge + Civil Engineer

Serving clients with energy, experience, and commitment to each community's growth.

As a municipal project manager, David is driven to deliver high quality projects to clients across Iowa and beyond. David's exceptional leadership skills and ability to build strong relationships with design teams, contractors, and the public serves our clients well. Meanwhile, his depth of involvement and high-energy approach inspires those around him and makes him a respected ISG leader.

As the City Engineer of record for several towns, David brings a broad perspective that integrates budgets, planning, and prioritization - issues that communities face every day. As Office Leader, David brings a comprehensive perspective for how a project will fit within the site, as well as the greater community.



**LICENSED
CIVIL ENGINEER**
IA Registration #22543



ACADEMIC BACKGROUND
Bachelor of Science in Civil Engineering, Iowa State
University - Ames, IA



NATHAN GRUVER PLA, ASLA

Project Manager + Landscape Architect

Blending environmental and community needs through integrated landscape design and master planning solutions.

Nathan has extensive experience in the design of public amenities, outdoor recreation areas, and culturally significant places such as wildlife areas, ecological restoration areas, public parks, pedestrian trails, and festival grounds. He has been involved in a wide variety of public engagement exercises helping to ensure the long term success of the spaces he helps create.

Nathan had the opportunity to lead a variety of park projects from the early stages of schematic design through preparation of construction documents. Working on many projects involving coordination and approval from local and federal governing agencies, Nathan understands the importance of balancing user needs with environmental responsibilities. As Project Manager for the Storm Lake Marina Campground Facility project, Nathan will lead overall coordination and design activities, along with ensuring a successful end result through client engagement and effective communication.



**LICENSED LANDSCAPE
ARCHITECT**
IA Registration #00655



ACADEMIC BACKGROUND
Bachelor of Landscape Architecture, Iowa State
University - Ames, IA





Design Team



NICK BUSE

Designer

Local expertise including area campgrounds and fishing conditions; fulfilling drainage needs and construction administration for several Storm Lake projects.

Nick excels at detailed analysis of existing conditions and site opportunities, especially related to urban infrastructure. His project experience includes designing storm sewer improvements for Storm Lake's Sunrise Campground, water/sanitary service installations, and providing collaboration on capital improvement and comprehensive plans for several rural Iowa communities. He is well versed in the latest HydroCAD software to analyze urban and rural drainage. Nick provides detailed construction administration services for a wide range of municipal projects including paving, drainage, and city infrastructure improvements..



ACADEMIC BACKGROUND

Bachelor of Science in Civil Engineering, Iowa State University - Ames, IA



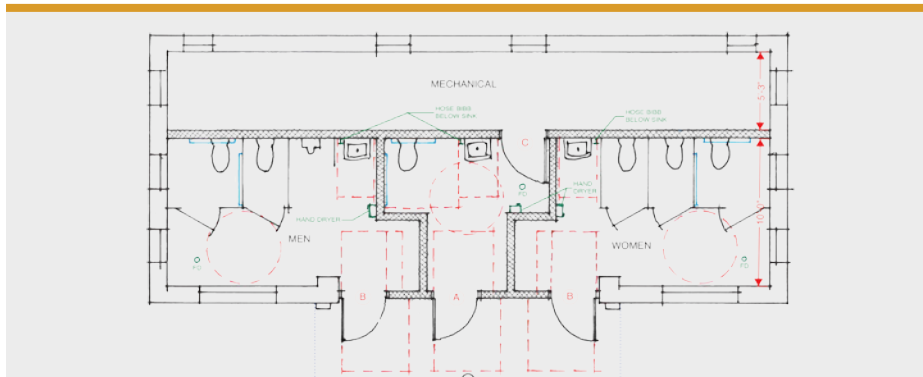
Projects succeed not just because of great design, but because of positive communication.

NATHAN GRUVER





Project Experience



BROOKSIDE PARK BATHROOM RENOVATION

City of Ames

Ames, IA

Brookside Park is a popular community gathering space, however its bathroom facility was in need of renovations - on a tight budget. With the project currently underway, ISG is providing budget sensitive design services, while meeting the goals of the Parks and Recreation Department to provide accessible, low maintenance facilities. ISG conducted a building evaluation of the existing facility which guided the development of plans and specifications for the bathroom's windows, door, finishes, and accessibility repairs.

7 ISG DESIGN AND ENGINEERING DISCIPLINES LEADING IMPROVEMENTS



MCCULLOUGH PARK + CAMPGROUND

Rice County

Rice County, MN

Long-time partners of Rice County, ISG provided site survey and easement services for the renovation of a popular park and campground. The site, which encompasses 104 acres, includes scenic bluffs, overlooks, natural trails, and more than 750 feet of shoreline. ISG also prepared additional parking and electrical service designs for the park and campground. Today, McCullough Campground contains 30 camp sites (20 featuring water/electric service and 10 non-water/non-electric), modern toilet/shower facilities, an RV dump station, picnic shelter, wifi internet access, adjacent access into a DNR boat launch to the surrounding lake, and much more.

ADA ACCESSIBLE CAMPSITES + AMENITIES



Project Experience



ALEXANDER RAMSEY PARK MASTER PLAN

City of Redwood Falls

Redwood Falls, MN

Upon being awarded the Regional Park designation by the State of Minnesota for Alexander Ramsey Park, the City of Redwood Falls retained ISG to prepare a comprehensive master plan report for the park. The goals of the report included creating an outline for future activities and improvements, identifying partnerships and timelines for implementation, as well as outlining short, mid, and long-term priorities. The master plan identifies an approach to foster community input and engagement through the ongoing master planning process, ensuring future plans reflect the shared values of the community.

RECOMMENDED TO RECEIVE ROUGHLY \$1 MILLION IN FUNDING FROM MINNESOTA PARK + TRAIL LEGACY PROGRAM



LAKE WASHINGTON COUNTY PARK

Le Sueur County

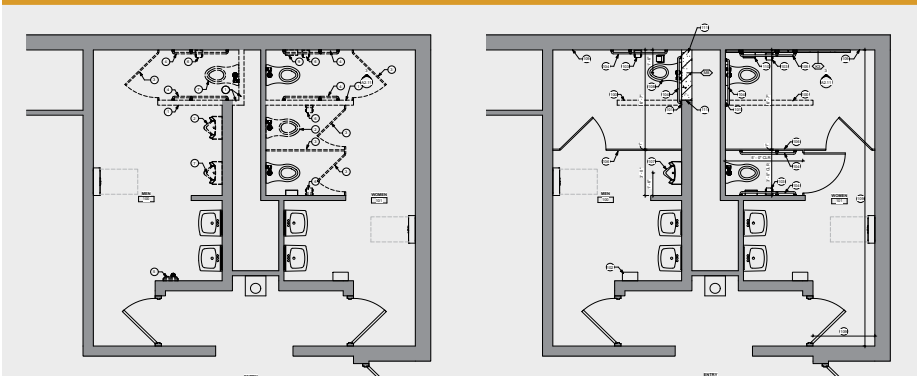
Le Sueur County, MN

ISG prepared the park master plan for the County to provide a long term vision for the development of the area. The park has approximately 5/8 of a mile of undeveloped shoreline and is the only park located on Lake Washington, the most heavily developed and used lake in Le Sueur County. The master plan was intended to reflect the County's vision to protect the land's natural beauty and resources while making the park more accessible for visitors. The master plan included a campground with restrooms and showers, playground equipment, a picnic shelter, horseshoe pit, volleyball court, and additional trails throughout the park.

166 ACRES OF CAMPING, RECREATION, AND NATURE



Project Experience



PARKERS LAKE RESTROOM + PICNIC SHELTER RENOVATION

City of Plymouth Public Works

Plymouth, MN

Realizing the restroom facilities located within the Parkers Lake Park four-seasons building were not up to current accessibility codes, the City of Plymouth reached out to ISG, a recent partner, to prepare construction documents addressing the compliance issues on-site. In addition, the City requested that ISG also develop concept plans for the renovation of an existing picnic shelter. Currently underway, the scope of work for this project will include a demolition plan, layout plan, and the preparation of construction documents for both projects.

16 PARK AMENITIES OFFERED ON-SITE



MINNESOTA RIVER REGIONAL PARKWAY MASTER PLAN

City of New Ulm Department of Park + Recreation

New Ulm, MN

To kick-off this major master planning project, ISG performed a park inventory, analysis, and held targeted stakeholder engagement meetings to solidify a unified vision for the future of the park system. Through this highly collaborative design and planning process, ISG developed a master concept plan that outlined future camping, picnic areas, trails, a bridge feature, fishing areas, restrooms, and various other amenities. In addition to the landscape design and planning services provided, ISG's Geographic Information Systems (GIS) team also contributed, helping to gather and analyze site data for a more comprehensive parkway design.

PUBLIC WATER ACCESS • PICNIC + RIVER OVERLOOK • PRIMITIVE CAMPING • NATURE TRAIL + CORRIDOR • ACTIVITY CORE • GREEN SPACE



Compensation

COMPENSATION

ISG proposes to provide the scope of services described within this proposal in accordance with the following schedule of compensation. Due to ISG's local office and close proximity to the site and City Hall, please note that fees are inclusive of reimbursable expenses such as mileage, equipment costs, and plan printing costs--providing additional cost-effectiveness to the project.

Please sign the Acknowledgment of Acceptance below, and return signed copy to ISG.

PROFESSIONAL SERVICES	COMPENSATION
Base Mapping + Site Inventory	\$2,500
Conceptual Site Alternatives	\$4,800
Master Plan Rendering	\$1,800
TOTAL	\$9,100

ADDITIONAL SERVICES

ISG will provide the City of Storm Lake with added value through unparalleled responsiveness and an approach that helps address any needs that arise. Our goal for this proposal, like our services, is to be flexible to accommodate the ongoing requirements of the project. At your request, ISG is able to provide the City with a subsequent proposal to assist you with the necessary professional design services, bid administration, and construction phase services that will be necessary to facilitate construction of this project as it moves forward.

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day of _____, 2017

For: _____

By: _____

Title: _____

This proposal is valid for 30 days.

EXPERTISE

Architecture
Engineering
Environmental
Planning

WORK

Agriculture
Civic + Culture
Commercial
Education
Energy
Government
Healthcare
Housing
Industrial
Mining
Public Works
Sports + Recreation

ISG

Storm Lake, IA
Des Moines, IA
Algona, IA
Mankato, MN
Minneapolis/St. Paul, MN
Faribault, MN
La Crosse, WI
Green Bay, WI

www.is-grp.com



Staff Summary

2/20/2017

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: Jason Etnyre, Public Works Director

SUBJECT: **Motion to Approve and Submit Map 21-Transportation Alternative Project Application For North Central Shared Use Path**

BACKGROUND: This project will provide alternative access along 590th Street (CH C49) then turning South along a former Rail Road right of way connecting to on-street trail on 13th Street. The project will continue the existing shared use path trail bringing an alternative access between residential and commercial areas of town. The trail will be approximately 3,800 feet, 10 feet wide, 5" thick PCC pavement. The total project cost is approximately \$380,000 with the city applying for 60% STP funding. All improvements with this project are related to the shared use path.

FISCAL IMPACT:

Construction	\$320,930
Engineering	\$ 60,000
Total	\$380,930

The Map 21 requested funding is for 60% of eligible costs for \$192,558. With the city portion being \$188,372.

Eligible costs are only the construction costs related to the replacement of roads, sub-base, and sidewalks. Engineering and utility work, including storm water utilities, are not grant eligible funds.

RECOMMENDATION: Authorize the Mayor to sign the application

ATTACHMENTS:

Description	Type
□ Application	Application

LYON	OSCEOLA	DICKINSON	EMMET
SIOUX	O'BRIEN	CLAY	PALO ALTO
		BUENA VISTA	

REGION III

MAP-21

APPLICATION

PACKAGE

2017-2020 Regional Transportation Improvement Program Years

APPLICATION FOR REGION III TRANSPORTATION PROJECTS

Complete and return the original plus (1) copy to: Ted Kourousis, Executive Director, NWIPDC

P.O. Box 1493, Spencer, Iowa 51301 by 4:30 p.m. 3/11/2016

(Please do not send any color maps or maps larger than 8.5" x 14" legal size paper)

1. Project Name: North Central Shared Use Path		Date: 2/20/2017	
2. Contact Person: Jason Etnyre, Public Works Director		Phone Number: 712 732-8000	
3. Address of Contact Person P.O. Box 1086	City Storm Lake, Iowa	County Buena Vista	Zip Code 50588
4. Project Sponsor (lead entity if multi-jurisdictional) City of Storm Lake		Sponsor Signature	

5. Classification of Project: (check all that apply)

- | | | |
|---|--|---|
| <input type="checkbox"/> Highway | <input type="checkbox"/> Transit | <input checked="" type="checkbox"/> Transportation Alternatives |
| <input type="checkbox"/> Construction, reconstruction
resurfacing, restoration, and
rehabilitation | <input type="checkbox"/> Capital Costs for
transit projects | <input checked="" type="checkbox"/> Construction, planning, and design of on-road
and off-road trail facilities for pedestrians,
bicyclists, and other non-motorized forms of
transportation, including sidewalks, bicycle
infrastructure, pedestrian and bicycle signals,
traffic calming techniques, lighting and other
safety-related infrastructure, and transportation
projects to achieve compliance with the Americans
with Disabilities Act of 1990 |
| <input type="checkbox"/> Highway safety improvements
Capital and operating costs for traffic
management and control | <input type="checkbox"/> Surface Trans.
planning for transit
technology transfer
activities | <input checked="" type="checkbox"/> Conversion and use of abandoned railroad
corridors for trails for pedestrians, bicyclists,
or other non-motorized transportation users |
| <input type="checkbox"/> Surface Transportation planning, highway
And research and development | | <input type="checkbox"/> Construction of turnouts, overlooks, and viewing
areas |
| <input type="checkbox"/> Operational Improvements | | <input type="checkbox"/> Community improvement activities, including-
*inventory, control, or removal of outdoor
advertising;
*historic preservation and rehabilitation of historic
transportation facilities;
*vegetation management practices in transportation
rights-of-way to improve roadway safety, prevent
against invasive species, and provide erosion
control; and
*archaeological activities relating to impacts from
Implementation of a transportation project eligible
under title 23 |
| <input type="checkbox"/> Fringe and corridor parking facilities | | <input type="checkbox"/> Any environmental mitigation activity, including
prevention and pollution abatement activities and
mitigation to-
*address stormwater management, control, and water
pollution prevention and abatement related to highway
construction or due to highway runoff, including activities
described in sections 133(b)(11), 328(a), and 329 of title 23; or
*reduce vehicle-caused wildlife mortality or to restore and
Maintain connectivity among terrestrial or aquatic habitats |
| <input type="checkbox"/> Most transportation control measures in
The Clean Air Act | | <input checked="" type="checkbox"/> The recreational trails program under section 206 of title 23 |
| <input type="checkbox"/> Development and establishment of
management system | | <input type="checkbox"/> Planning, designing, or constructing boulevards and other
roadways largely in the right-of-way of former right-of-way
of former Interstate System routes or other divided highways |

6. Please describe the proposed project within the space provided.

This project will provide alternative access along 590th Street (CH C49) then turning South along a former Rail Road right of way connecting to on-street trail on 13th Street. The project will continue the existing shared use path trail bringing an alternative access between residential and commercial areas of town. The trail will be approximately 3,800 feet, 10 feet wide, 5" thick PCC pavement. The total project cost is approximately \$380,000 with the city applying for 60% STP funding. All improvements with this project are related to the shared use path.

7. Please provide a brief description of the project area. Include a map with the area marked (please do not enclose and color maps or maps larger than 8.5" x 14" (legal size) paper

This project will connect a large residential area to new commerce on the North end of the town as well as connecting into the existing shared use path system. The trail is planned to run from the corner of 590th Street (CH C49) and Lake Ave. (US 71) to 13th Street connecting to on-street trail.

8. Project Budget

EXPENSES		REVENUE		
ITEM	COST	SOURCE	AMOUNT	%
Land/Site Acquisition Costs	0	Fed.	\$192,558	60
Construction/Materials Costs	\$320,930	Local	\$128,372	40
Engineering/Consulting Costs	\$60,000		Click here to enter text	Click here to enter text
Capital Acquisition explain:	0		Click here to enter text	Click here to enter text
Click here to enter text.			Click here to enter text	Click here to enter text
Other (expl.)				
Click here to enter text.				
TOTAL COST	\$380,930	TOTAL COST	\$380,930	100

9. Work plan and schedule for project completion (please be sure to coincide the work plan with the correct federal fiscal year, fiscal year for this cycle is 2020 (Federal fiscal year is October 1-September 30))

The proposed schedule for the improvements anticipated to be constructed in CY 2021 is as follows:

Design phase May-October 2020

Letting December 2020- January 2021

Construction April 2021-September 2021

Project Closeout October 2021-December 2021

10. Is there a need to coordinate with another entity in the programming and/or implementation of this project?

☐ Yes ☒ No

If yes, list other entities involved and describe the interaction needed and coordination to date.

Click here to enter text.

QUESTIONS 11-13 ARE FOR HIGHWAY PROJECTS ONLY

11. If applicable, what is the Average Daily Traffic of the proposed project?

Click here to enter text.

12. If applicable, what is the Federal Functional Classification(s) of the route within the proposed project?

Click here to enter text.

13. If applicable, what are the basic roadway sufficiency numbers for the route within the proposed project?

Click here to enter text.

PROJECT CHECKLIST

14. The following items are required		Note: Applications must specifically and directly answer each criterion within the space provided to receive points. Pertinent attachments are allowed such as maps, drawings, and/or photos as long as they are reproducible
<input checked="" type="checkbox"/>	Project Description	
<input checked="" type="checkbox"/>	Project Location Map (reproducible)	
<input checked="" type="checkbox"/>	Project Budget	
<input checked="" type="checkbox"/>	Project work plan with schedule	

Please fill in the following appropriate blanks:

We, the City of Storm Lake Support this application for North Central Shared Use Path
(city, County or State) (Project Name)
by submitting this application, Regional MAP-21 (Transportation Alternatives or Surface Transportation)
(underline one)
funds in the amount of \$192,558 are requested. This project has the support of local match
funding of \$128,372, which is 67% of the anticipated project costs.

BY: _____
Jon Kruse, Mayor

ATTEST: _____
Mayra Martinez, City Clerk

CITY OF STORM LAKE, IOWA
North Central Shared Use Path

H:\SMKP\11106893-Richland Street Paving\3 Preliminary Design\Spreadsheets\Richland Phase 2 estimate 17-01-13.xlsx\QUANT

Monday, February 13, 2017

ESTIMATED PROJECT QUANTITIES

ITEM NO.	ITEM CODE	ITEM	UNIT	TOTAL	AS BUILT QUAN.	UNIT PRICE	TOTAL
1	2102-2713070	EXCAVATION, CLASS 13, ROADWAY AND BORROW	CY	933		\$13.00	\$12,133.33
2	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	375		\$22.00	\$8,256.79
3	2115-0100000	MODIFIED SUBBASE, 6 IN.	CY	350		\$40.00	\$14,000.00
4	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 5 IN.	SY	4,200		\$55.00	\$231,000.00
9	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	111		\$85.00	\$9,440.00
10	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	111		\$15.00	\$1,670.00
12	2528-8445110	TRAFFIC CONTROL	LS	1		\$10,000.00	\$10,000.00
15	2533-4980005	MOBILIZATION	LS	1		\$19,000.00	\$19,000.00
18	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	1.3		\$4,000.00	\$5,234.16
19	2602-0000020	SILT FENCE	LF	1,500		\$3.00	\$4,500.00
20	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	1,500		\$1.50	\$2,250.00
21	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	LF	1,500		\$1.00	\$1,500.00
22	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	3		\$650.00	\$1,950.00

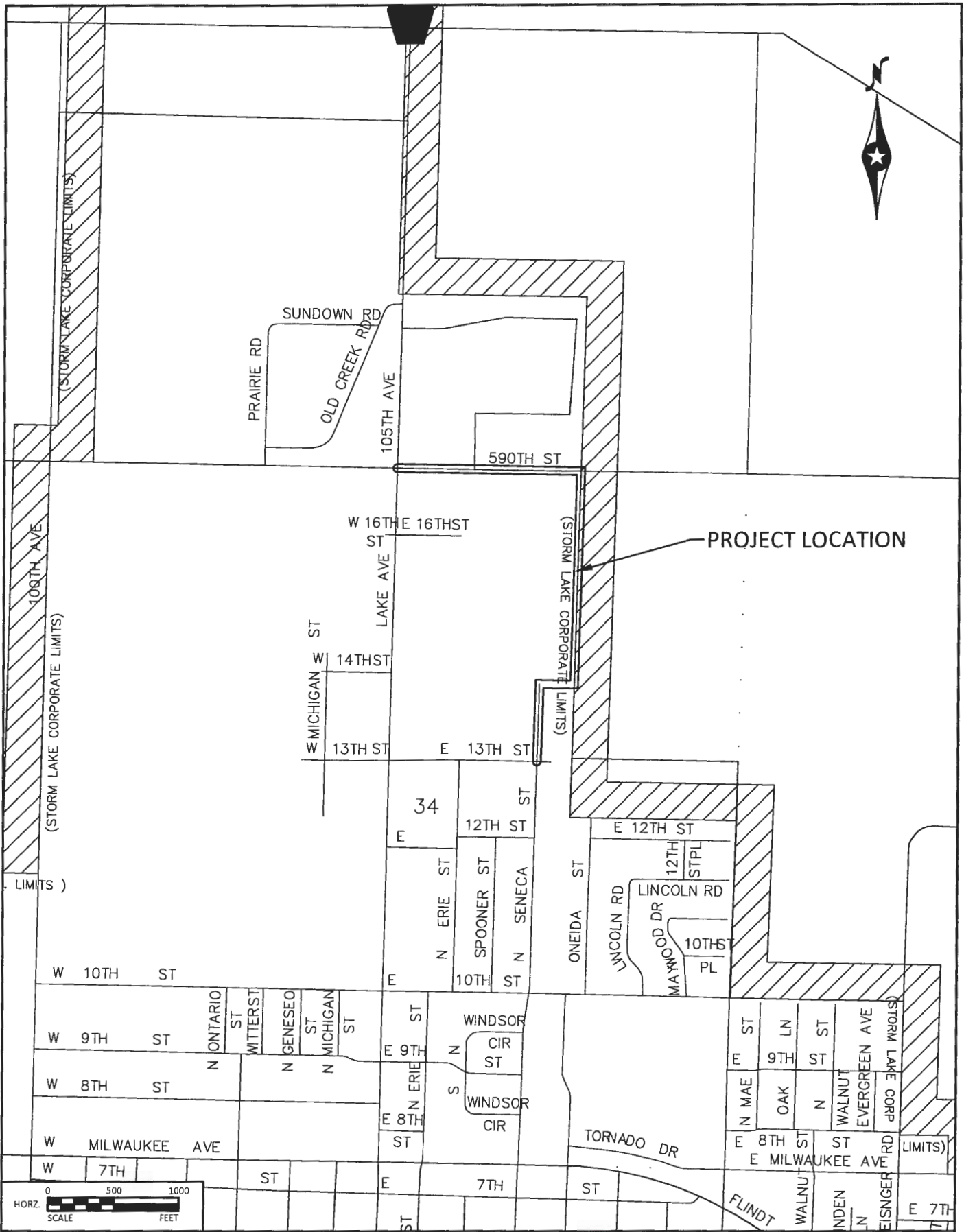
Assumption:

1) Shared use path will connect to on-street trail on 13th Street

CONSTRUCTION SUBTOTAL:	\$320,930.00
ENGINEERING:	\$60,000.00
ESTIMATED COST OPINION:	\$380,930.00



PROJECT LOCATION



**BOLTON
& MENK**

218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
www.bolton-menk.com

CITY OF STORM LAKE, IOWA
NORTH CENTRAL SHARED USE PATH
EXHIBIT A

Staff Summary

2/20/2017

Agenda Item # 11.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: **Motion To Approve And Submit Map 21 Application For Richland Street From Industry Street To Radio Road**

BACKGROUND: This project provides for the reconstruction of Richland Street from Industry Street to Radio Road (120th Avenue) in the City. This project includes the removal and replacement of a failing collector street in a 60 foot right of way with a new pavement section to carry the current and projected traffic loading. The pavement is beyond its useful life and would require substantial panel replacement to bring back to a useful level. The road is a main East West corridor connecting Highway 7 to Highway 71. Business located along the roadway include Tyson Foods and Tyson Poultry. The project will include a 31 foot wide, 8" thick PCC pavement from Industry Street 600 feet East. In addition, several full panel patches will be included where individual panels have failed East of expansion Boulevard. The total project cost is approximately \$350,000 with the city applying for 60% STP funding. All improvements with this project are roadway related.

FISCAL IMPACT:

Construction	\$295,060
Engineering	\$ 55,000
Total	\$350,060

The Map 21 requested funding is for 60% of eligible costs for \$177,036. With the city portion being \$173,024.

Eligible costs are only the construction costs related to the replacement of roads, sub-base, and sidewalks. Engineering and utility work, including storm water utilities, are not grant eligible funds.

RECOMMENDATION: Authorize the Mayor to sign the application

ATTACHMENTS:

Description

Type

Application

Application

LYON	OSCEOLA	DICKINSON	EMMET
SIOUX	O'BRIEN	CLAY	PALO ALTO
		BUENA VISTA	

REGION III

MAP-21

APPLICATION

PACKAGE

2017-2020 Regional Transportation Improvement Program Years

APPLICATION FOR REGION III TRANSPORTATION PROJECTS

Complete and return the original plus (1) copy to: Ted Kourousis, Executive Director, NWIPDC

P.O. Box 1493, Spencer, Iowa 51301 by 4:30 p.m. 3/11/2016

(Please do not send any color maps or maps larger than 8.5" x 14" legal size paper)

1. Project Name: Richland Street Reconstruction		Date: 2/20/2017	
2. Contact Person: Jason Etnyre, Public Works Director		Phone Number: 712 732-8000	
3. Address of Contact Person P.O. Box 1086	City Storm Lake, Iowa	County Buena Vista	Zip Code 50588
4. Project Sponsor (lead entity if multi-jurisdictional) City of Storm Lake		Sponsor Signature	

5. Classification of Project: (check all that apply)

☒ Highway

☐ Transit

☐ Transportation Alternatives

☒ Construction, reconstruction
resurfacing, restoration, and
rehabilitation

☐ Capital Costs for
transit projects

☐ Construction, planning, and design of on-road
and off-road trail facilities for pedestrians,
bicyclists, and other non-motorized forms of
transportation, including sidewalks, bicycle
infrastructure, pedestrian and bicycle signals,
traffic calming techniques, lighting and other
safety-related infrastructure, and transportation
projects to achieve compliance with the Americans
with Disabilities Act of 1990

☐ Highway safety improvements
Capital and operating costs for traffic
management and control

☐ Surface Trans.
planning for transit
technology transfer
activities

☐ Surface Transportation planning, highway
And research and development

☐ Operational Improvements

☐ Conversion and use of abandoned railroad
corridors for trails for pedestrians, bicyclists,
or other non-motorized transportation users

☐ Fringe and corridor parking facilities

☐ Construction of turnouts, overlooks, and viewing
areas

☐ Most transportation control measures in
The Clean Air Act

☐ Community improvement activities, including-
*inventory, control, or removal of outdoor
advertising;
*historic preservation and rehabilitation of historic
transportation facilities;
*vegetation management practices in transportation
rights-of-way to improve roadway safety, prevent
against invasive species, and provide erosion
control; and
*archaeological activities relating to impacts from
Implementation of a transportation project eligible
under title 23

☐ Development and establishment of
management system

☐ Any environmental mitigation activity, including
prevention and pollution abatement activities and
mitigation to-
*address stormwater management, control, and water
pollution prevention and abatement related to highway
construction or due to highway runoff, including activities
described in sections 133(b)(11), 328(a), and 329 of title 23; or
*reduce vehicle-caused wildlife mortality or to restore and
Maintain connectivity among terrestrial or aquatic habitats

☐ The recreational trails program under section 206 of title 23

☐ Planning, designing, or constructing boulevards and other
roadways largely in the right-of-way of former right-of-way
of former Interstate System routes or other divided highways

6. Please describe the proposed project within the space provided.

This project provides for the reconstruction of Richland Street from Industry Street to Radio Road (120th Avenue) in the City. This project includes the removal and replacement of a failing collector street in a 60 foot right of way with a new pavement section to carry the current and projected traffic loading. The pavement is beyond its useful life and would require substantial panel replacement to bring back to a useful level. The road is a main East West corridor connecting Highway 7 to Highway 71. Business located along the roadway include Tyson Foods and Hillshire Farms. The project will include a 31 foot wide, 8" thick PCC pavement from Industry Street 600 feet East. In addition, several full panel patches will be included where individual panels have failed East of expansion Boulevard. The total project cost is approximately \$350,000 with the city applying for 60% STP funding. All improvements with this project are roadway related.

7. Please provide a brief description of the project area. Include a map with the area marked (please do not enclose and color maps or maps larger than 8.5" x 14" (legal size) paper

Richland Street is a main East-West collector roadway in the city that runs from Radio Road on the East side of the city to Flindt Drive (Highway 7) on the West. The roadway provides access for both the Tyson Foods turkey and pork processing plants.

8. Project Budget

EXPENSES		REVENUE		
ITEM	COST	SOURCE	AMOUNT	%
Land/Site Acquisition Costs	0	Fed.	\$177,036	60
Construction/Materials Costs	\$295,060	Local	\$118,024	40
Engineering/Consulting Costs	\$55,000		Click here to enter text	Click here to enter text
Capital Acquisition explain:	0		Click here to enter text	Click here to enter text
Click here to enter text.			Click here to enter text	Click here to enter text
Other (expl.)				
Click here to enter text.				
TOTAL COST	\$350,060	TOTAL COST	\$350,060	100

9. Work plan and schedule for project completion (please be sure to coincide the work plan with the correct federal fiscal year, fiscal year for this cycle is 2021 (Federal fiscal year is October 1-September 30))

The proposed schedule for the improvements anticipated to be constructed in CY 2021 is as follows:

Design phase May-October 2020

Letting December 2020- January 2021

Construction April 2021-September 2021

Project Closeout October 2021-December 2021

10. Is there a need to coordinate with another entity in the programming and/or implementation of this project?

☐ Yes

☒ No

If yes, list other entities involved and describe the interaction needed and coordination to date.

Click here to enter text.

QUESTIONS 11-13 ARE FOR HIGHWAY PROJECTS ONLY

11. If applicable, what is the Average Daily Traffic of the proposed project?

1,280

12. If applicable, what is the Federal Functional Classification(s) of the route within the proposed project?

Collector

13. If applicable, what are the basic roadway sufficiency numbers for the route within the proposed project?

Unknown

PROJECT CHECKLIST

14. The following items are required

☒

Project Description

☒

Project Location Map (reproducible)

☒

Project Budget

☒

Project work plan with schedule

Note: Applications must specifically and directly answer each criterion within the space provided to receive points. Pertinent attachments are allowed such as maps, drawings, and/or photos as long as they are reproducible

Please fill in the following appropriate blanks:

We, the City of Storm Lake Support this application for Richland Street Reconstruction
(city, County or State) (Project Name)
by submitting this application, Regional MAP-21 (Transportation Alternatives or Surface Transportation)
(underline one)
funds in the amount of \$177,036 are requested. This project has the support of local match
funding of \$118,024, which is 60% of the anticipated project costs.

BY: _____
Jon Kruse, Mayor

ATTEST: _____
Mayra Martinez, City Clerk

**CITY OF STORM LAKE, IOWA
RICHLAND STREET REHABILITATION**

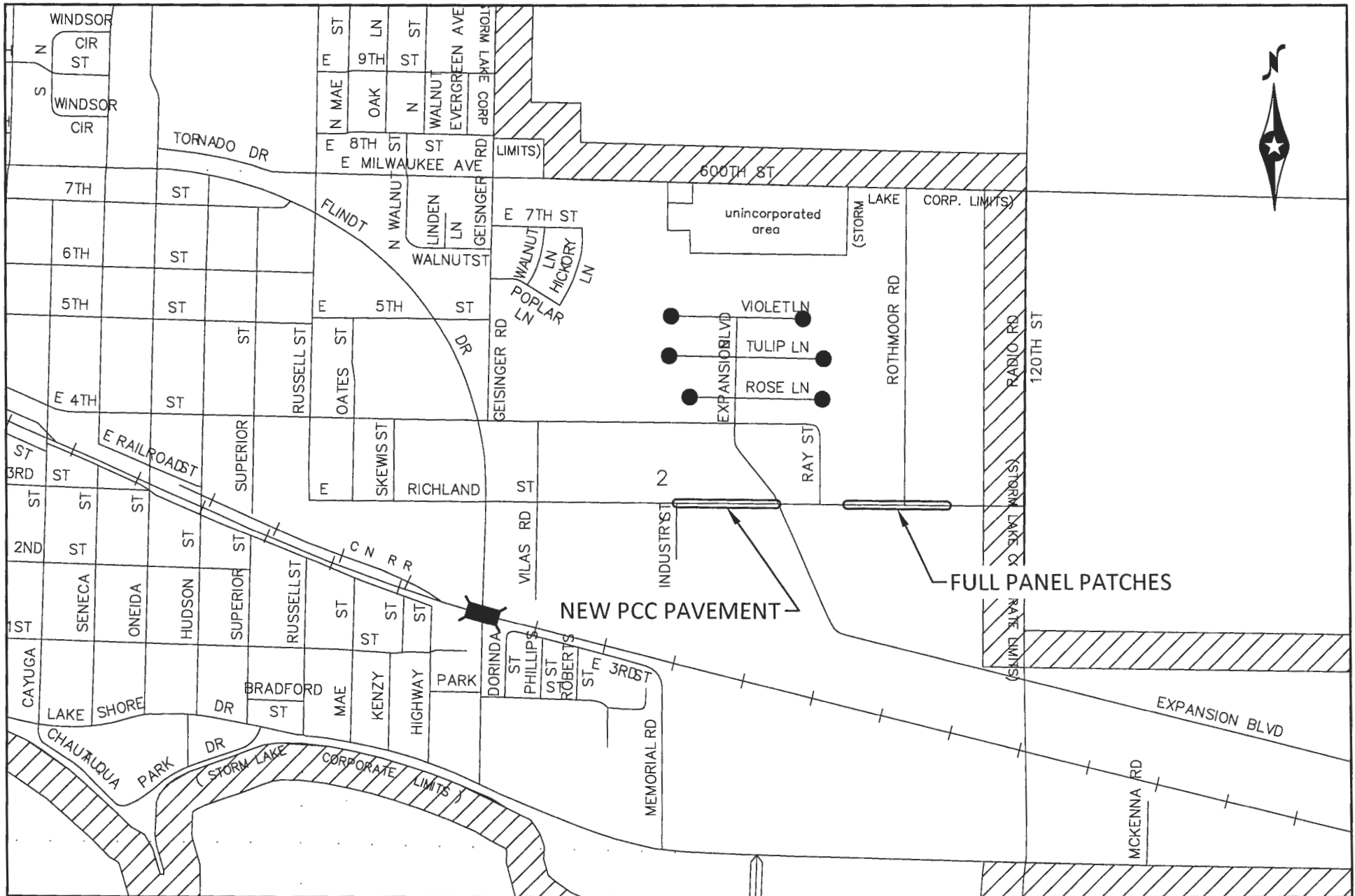
H:\SMLK\11106893-Richland Street Paving\3 Preliminary Design\Spreadsheets\Richland Phase 2 estimate 17-01-13.xlsx\QUANT

Monday, February 13, 2017

ESTIMATED PROJECT QUANTITIES

ITEM NO.	ITEM CODE	ITEM	UNIT	TOTAL	AS BUILT QUAN.	UNIT PRICE	TOTAL
1	2102-2713070	EXCAVATION, CLASS 13, ROADWAY AND BORROW	CY	344		\$13.00	\$4,477.78
2	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY	400		\$27.00	\$10,800.00
3	2115-0100000	MODIFIED SUBBASE, 6 IN.	CY	344		\$40.00	\$13,777.78
4	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	2,067		\$70.00	\$144,666.67
5	2502-8212206	SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.	LF	1,200		\$14.00	\$16,800.00
6	2502-8221006	SUBDRAIN RISER, 6 IN., AS PER PLAN	EA	2		\$600.00	\$1,200.00
7	2502-8221303	SUBDRAIN OUTLET, DR-303	EA	2		\$350.00	\$700.00
8	2510-6745850	REMOVAL OF PAVEMENT	SY	2,067		\$11.00	\$22,733.33
9	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	180		\$85.00	\$15,300.00
10	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	180		\$15.00	\$2,700.00
11	2518-6910000	SAFETY CLOSURE	EA	2		\$2,500.00	\$5,000.00
12	2528-8445110	TRAFFIC CONTROL	LS	1		\$8,000.00	\$8,000.00
13	2529-5070110	PATCHES, FULL-DEPTH FINISH, BY AREA	SY	112		\$100.00	\$11,200.00
14	2529-5070120	PATCHES, FULL-DEPTH FINISH, BY COUNT	EA	5		\$800.00	\$4,000.00
15	2533-4980005	MOBILIZATION	LS	1		\$20,000.00	\$20,000.00
16	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	0.8		\$7,000.00	\$5,600.00
17	2602-0000020	SILT FENCE	LF	600		\$3.50	\$2,100.00
18	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	600		\$5.00	\$3,000.00
19	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	LF	600		\$1.50	\$900.00
20	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	3		\$700.00	\$2,100.00

CONSTRUCTION SUBTOTAL:	\$295,060.00
ENGINEERING:	\$55,000.00
ESTIMATED COST OPINION:	\$350,060.00



**BOLTON
& MENK**

218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-5075
Email: Spencer@bolton-menk.com
www.bolton-menk.com

**CITY OF STORM LAKE, IOWA
RICHLAND STREET REHABILITATION**

FEBRUARY, 2017

FIGURE NO. 1

Staff Summary

2/20/2017

Agenda Item # 12.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: **Motion To Set A Public Hearing To Approve Plans, Specifications, Form Of Contract, And Engineer's Opinion Of Probable Costs For The North Central Stormwater Improvement Phase 2 Project**

BACKGROUND: This project is the second phase of an overall storm water project that started in 2015. This phase will connect the storm water from Seneca and Spooner Streets between 10th Street to 12th Street into the first phase of this project.

Phase 2 includes 4800 CY of Class 13 Excavation, 6,050 SY of 7" PCC pavement, 1,110 feet of 2' curb and gutter, 1,140 feet of 8" water main, 2,500 feet of 8" to 18" storm sewer and subdrain, 870 SY of permeable interlocking pavers, 5,940 tons of aggregate, 1,240 SY of 6" driveways, 6 rain gardens, PCC sidewalks and other miscellaneous items of work.

Also to be bid as an alternate will be the reconstruction of the intersection of 10th and Russell Streets with PCC/Permeable pavers with the following approximate quantities: 380 CY of Class 13 Excavation, 125 LF of 8" to 15" subdrain, 400 SY of 7" PCC pavement, 290 SY of permeable interlocking pavers with aggregate, 170 LF of 2' curb and gutter, PCC driveways, and other miscellaneous items of work.

Substantial completion date for this project and alternate is October 15, 2017.

FISCAL IMPACT: The Engineer's Opinion of Probable Construction Cost for the base project is \$1,488,430, the estimate of probable cost for the add alternate is \$110,390 with the total opinion of probable cost for the base plus alternate being \$1,598,739.

RECOMMENDATION: Staff recommends that Council set a public hearing for 5:00 pm at the March 20th Regular City Council meeting.

ATTACHMENTS:

Description

Type

NOTICE OF PUBLIC HEARING

North Central Stormwater Phase 2
City of Storm Lake
Storm Lake

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Storm Lake on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 5:00 P.M. on March 20, 2017, at 620 Erie Street, Storm Lake.

PROJECT DESCRIPTION: The project consists of the reconstruction of Seneca Street from 10th Street to 12th Street and Spooner Street from 10th Street to 12th Street in the City of Storm Lake. The scope of work includes the following approximate quantities: 4,800 CY of Class 13 Excavation, 6,050 SY of 7" PCC pavement, 1,110 feet of 2.0' curb and gutter, 1,140 feet of 8 inch water main, 2,500 feet of 8" to 18" storm sewer and subdrain, 870 SY of permeable interlocking pavers, 5,940 tons of aggregate, 1,240 SY of 6" driveways, 6 rain gardens, PCC sidewalks and other miscellaneous items of work.

Also to be bid as an alternate will be reconstruction of the intersection of 10th and Russell Streets with PCC/Permeable Pavers with the following approximate quantities: 380 CY of Class 13 Excavation, 125 LF of 8" to 15" subdrain, 400 SY of 7" PCC pavement, 290 SY of permeable interlocking pavers with aggregate, 170 LF of 2.0' curb and gutter, PCC driveways, and other miscellaneous items of work.

This Notice is given by authority of the City of Storm Lake

/s/ Mayra Martinez

Mayra Martinez, City Clerk

Staff Summary

2/20/2017

Agenda Item # 13.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: **Public Hearing On A Proposed Amendment No. 6 To The Storm Lake Industrial Park Urban Renewal Plan In The City Of Storm Lake, State Of Iowa.**

BACKGROUND: The Storm Lake Industrial Park Urban Renewal Plan for the Industrial Park Urban Renewal Area was originally adopted in 1991 and amended in 2004, 2010, 2013, 2014, 2015, and 2016.

The updates to the plan include:

1. Remodel of King's Pointe Resort; not to exceed \$4,500,000
2. Purchase of property from Lakeshore Drive to Memorial Park Road to Marshall Avenue; not to exceed \$500,000
3. Stormwater and flood mitigation projects on the property located from Lakeshore Drive to Memorial Park Road to Marshall Avenue. Property not used for flood and stormwater mitigation purposes would be revitalized into commercial property; not to exceed \$750,000
4. Outdoor waterpark concrete replacement; not to exceed \$800,000.

FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Open Public Hearing
Hear Comments
Close Public Hearing

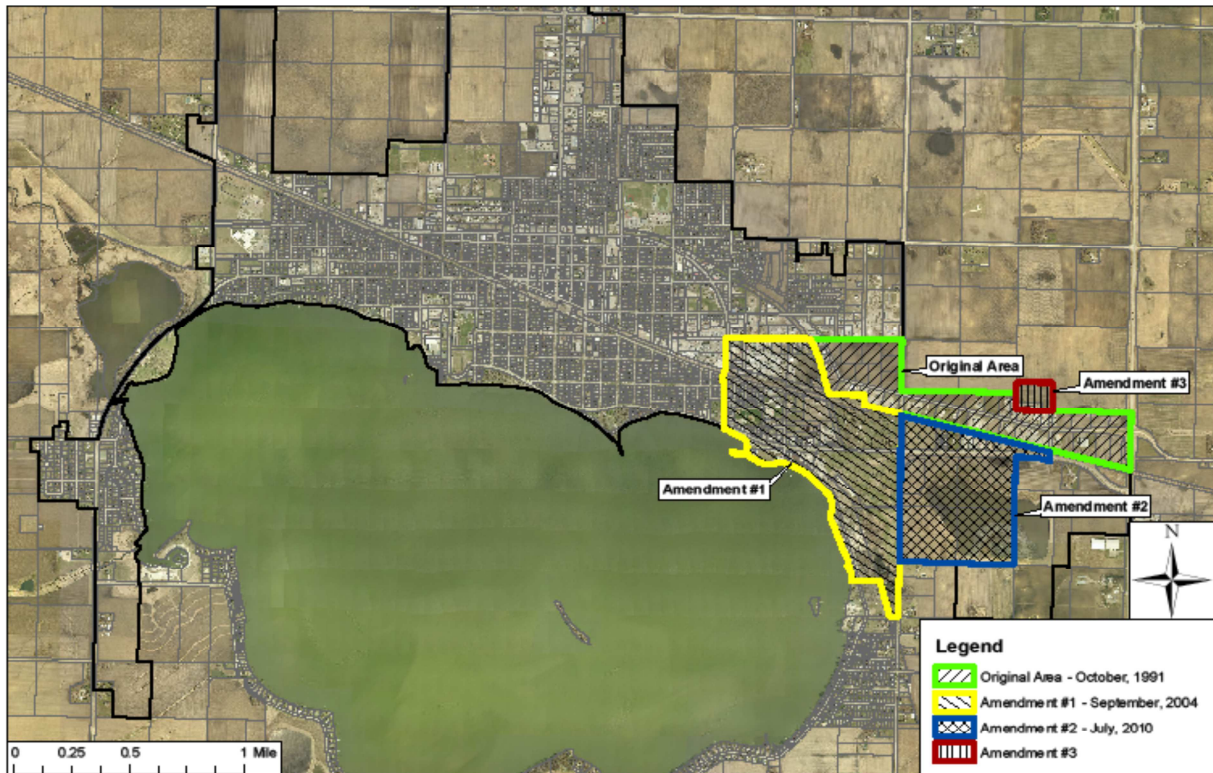
ATTACHMENTS:

Description	Type
 Public Hearing Notice	Backup Material

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 6 TO THE STORM
LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN FOR
AN URBAN RENEWAL AREA IN THE CITY OF STORM
LAKE, STATE OF IOWA

The City Council of the City of Storm Lake, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:00 P.M. on February 20, 2017 in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, to consider adoption of a proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Storm Lake, State of Iowa, generally depicted in the following map:



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

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

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the

Amendment. The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 6 would add and/or confirm the list of proposed projects in the Urban Renewal Area. The proposed Amendment adds no new land. Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

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

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

Dated this 17th day of January, 2017.

/s/ Mayra Martinez

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Staff Summary

2/20/2017

Agenda Item # 14.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: **Resolution No. 75-R-2016-2017 Adopting Amendment No. 6 To The Storm Lake Industrial Park Urban Renewal Plan In The City Of Storm Lake, State Of Iowa.**

BACKGROUND: The Storm Lake Industrial Park Urban Renewal Plan for the Industrial Park Urban Renewal Area was originally adopted in 1991 and amended in 2004, 2010, 2013, 2014, 2015, and 2016.

The current updates to the plan include:

1. Remodel of King's Pointe Resort; not to exceed \$4,500,000
2. Purchase of property from Lakeshore Drive to Memorial Park Road to Marshall Avenue; not to exceed \$500,000
3. Stormwater and flood mitigation projects on the property located from Lakeshore Drive to Memorial Park Road to Marshall Avenue. Property not used for flood and stormwater mitigation purposes would be revitalized into commercial property; not to exceed \$750,000
4. Outdoor waterpark concrete replacement; not to exceed \$800,000.

FISCAL IMPACT: Utilizing Tax Increment Financing funds for projects mentioned in Amendment No. 6.

RECOMMENDATION: Adopt Resolution No. 75-R-2016-2017 adopting the Amendment No. 6 to the Storm Lake Urban Renewal Plan in the City of Storm Lake.

ATTACHMENTS:

Description	Type
☐ Consultation Session Notes	Backup Material
☐ Resolution No. 75-R-2016-2017	Resolution



MEMO

January 23, 2017

City of Storm Lake
PO Box 1086
Storm Lake, IA 50588

p (712) 732-8000
f (712) 732-4114

TO: File

CC: N/A

FROM: Mayra A. Martinez, City Clerk

SUBJECT: Notes for Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan

As directed by Storm Lake City Council a consultation session was held for Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan for the affected taxing entities on Monday, January 23, 2017 at 2:00PM in the City Council Chambers at City Hall.

At the appointed time City Staff present included: City Manager James Patrick, Assistant City Manager Keri Navratil, and Mayra A. Martinez, City Clerk

There was no one else in attendance at the meeting.

City Staff waited until 2:15 PM then declared the consultation session closed.

There were no comments or questions.

RESOLUTION NO. 75-R-2016-2017

**RESOLUTION DETERMINING AN AREA OF THE CITY
TO BE A BLIGHTED AND ECONOMIC DEVELOPMENT
AREA, AND THAT THE REHABILITATION,
CONSERVATION, REDEVELOPMENT, DEVELOPMENT,
OR A COMBINATION THEREOF, OF SUCH AREA IS
NECESSARY IN THE INTEREST OF THE PUBLIC
HEALTH, SAFETY OR WELFARE OF THE RESIDENTS
OF THE CITY; DESIGNATING SUCH AREA AS
APPROPRIATE FOR URBAN RENEWAL PROJECTS;
AND ADOPTING AMENDMENT NO. 6 TO THE STORM
LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN**

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

WHEREAS, by Resolution No. 25-R-2004-2005, adopted October 18, 2004, this City Council approved and adopted an Amendment No. 1 to the Plan; and

WHEREAS, by Resolution No. 07-R-2010-2011, adopted July 19, 2010, this City Council approved and adopted an Amendment No. 2 to the Plan; and

WHEREAS, by Resolution No. 36-R-2013-2014, adopted November 18, 2013, this City Council approved and adopted an Amendment No. 3 to the Plan; and

WHEREAS, by Resolution No. 29-R-2015-2016, adopted August 24, 2015, this City Council approved and adopted an Amendment No. 4 to the Plan; and

WHEREAS, by Resolution No. 33-R-2016-2017, adopted October 17, 2016, this City Council approved and adopted an Amendment No. 5 to the Plan; and

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

ORIGINAL AREA

A part of the South Half (S1/2) of Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, and a part of the Northeast Quarter (NE¼) of Section (12), Township Ninety North (T 90 N), Range Thirty Seven

West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter (SW¹/₄) Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.), thence 00°32' East along the West Line of said Southwest Quarter (SW¹/₄) a distance of One Thousand Two Hundred Seven and Seven Tenths Feet (1,207.70') to the Point of Beginning; thence North 90°00' East a distance of Two Thousand Six Hundred Forty Two and Six Hundredths Feet (2,642.06') to the North-South Centerline of said Section One (1); thence South 00°34' East along the North-South Centerline of said Section One (1), a distance of Four Hundred Seven and Eighteen Hundredths Feet (407.18'); thence North 90°00' East a distance of Two Thousand Six Hundred Thirty Eight and Seventy Two Hundredths Feet (2,638.72') to the East Line of said Section One (1); thence South 00°31' East along the East Line of said Section (1) a distance of One Thousand Eighty Seven and Seven Tenths Feet (1,087.7') to the Southeast Corner of said Section One (1), said Point also being the Northeast Corner of Section Twelve (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.); thence South 00°20'20" East along the East Line of said Northeast Quarter (NE¹/₄) Section Twelve (12) a distance of Two Hundred Sixty Six and Five Hundredths Feet (266.05') to the North Right of Way Line of the Illinois Central Railroad; thence North 77°07" West along the North Right of Way Line of said Railroad a distance of Five Thousand Four Hundred Twenty Seven and Seven Tenths Feet (5,427.7') to the West Line of the Southwest Quarter (SW¹/₄) said Section One (1); thence North 00° 32' West along the West Line of said Section (1) a distance of Five Hundred Fifty and Seventy One Hundredths Feet (550.71') to the Point of Beginning.

The above parcel contains 115.46 acres in total

MCS Industrial Addition to Storm Lake, Iowa

AND

A PART OF THE SOUTH EAST QUARTER (SE¹/₄) OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of the Southeast Quarter (SE¹/₄) of said Section 2; thence South 89°45'20" West along the North line of said Southeast Quarter (SE¹/₄), a distance of 2,131.17 feet to a point on the Easterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Southerly along the Easterly right of way line of said railroad on a curve whose short chord bearings are as follows: South 29°31'40" East, a distance of 57.05 feet; thence South 23°07'17" East, a distance of 601.83 feet; thence South 16°32'54" East, a distance of 56.08 feet; thence continuing along the Easterly line of said railroad

right of way South 15°59'20" East, a distance of 675.12 feet to a point on the Northerly line of the Illinois Central Railroad right of way; thence South 89°44'44" East, along the Northerly line of said railroad, a distance of 824.23 feet; thence South 1°56'40" West, a distance of 238.22 feet; thence South 76°34'40" East, a distance of 872.88 feet to a point on the East line of said Southeast Quarter (SE¼); thence North along the East line of said Southeast Quarter (SE¼) a distance of 1,759.60 feet to the point of beginning containing 62.91 acres and subject to all easements of record.

The East line of the Southeast Quarter (SE¼) of said Section 2 is assumed to bear due North and South in the above description.

AMENDMENT NO. 1 AREA

All of the property within the corporate limits that is located South of Richland Avenue and East of Flint Drove. The area also includes the full right-of-way of all streets forming the boundary.

AMENDMENT NO. 2 AREA

A parcel in Buena Vista County, Iowa beginning at a point which is at the center of the intersection of the Canadian National Railroad right of way and Radio Road in Storm Lake, Iowa; thence South along the center line of Radio Road to the south right of way line of Highway 7; thence continuing South along the centerline of the County Road just West of the Northwest Quarter (NW¼) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to a point that the center line intersects with the South line of the Northwest Quarter (NW¼) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence East along a South line of the Northwest Quarter (NW¼), Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the Southeast corner of the Northwest Quarter (NW¼) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence North along the East line of the Northwest Quarter (NW¼) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the point where that East line intersects with the South line of Highway 7; thence East along the South line of Highway 7 to the point where it intersects with the center line of Gilbert Street extended South across Highway 7; thence North along the center line of Gilbert Street to the point where that line intersects with the center line of the Canadian National Railroad right of way; thence Northwesterly along the center line of the Canadian National Railroad right of way to the point of beginning.

AMENDMENT NO. 3 AREA

A tract of land located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows:

Beginning at the Northwest (NW) Corner of Lot Seven (7), Block One (1), of Industrial Park Addition to Storm Lake; thence on a previously recorded bearing of North 90°00'00" East along the North line of said Lot Seven (7), 581.78 Feet to the West line of the East One Hundred Seventy-Five Feet (175') of said Lot Seven (7); thence North 00°10'50" West along the Northern extension of said West line of the East One Hundred Seventy-Five Feet (175'), 186.90 feet; thence South 90°00'00" West, 583.58 Feet to the East line of Lot Six (6), of said Block One (1); thence South 00°43'45" East, along said East line, 186.90 Feet to the point of beginning.

Tract contains 2.50 acres and is subject to all easements of record.

and

A tract of land located in the Southeast Quarter (SE¼) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Northwest (NW) Corner of the Southeast Quarter (SE¼) of said Section 1; thence on a true bearing of South 00°21'07" East along the West line of said Southeast Quarter (SE¼), 930.76 Feet to the point of beginning; thence South 89°10'02" East 838.14 Feet; thence South 00°21'07" East, 645.29 Feet to the North line of the Industrial Park Addition to the City of Storm Lake; thence North 89°50'14" West, along said North line, 255.00 Feet; thence North 00°02'17" East, 186.90 Feet; thence North 89°47'21" West, 583.58 Feet to the East line of Lot Six (6), Block One (1) of said Industrial Park Addition; thence North 00°32'05" West, along said East line, 220.28 Feet to the Northeast (NE) Corner of said Lot Six (6); thence North 00°21'07" West, along the West line of the Southeast Quarter (SE¼), 247.44 Feet to the point of beginning. Hereafter referred to as Lot C of Lot B in Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 10.00 acres and is subject to all easements of record; and

AMENDMENT NO. 4

Added no new land.

AMENDMENT NO. 5

Added no new land.

WHEREAS, a proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan ("Amendment No. 6" or "Amendment") for the Storm Lake Industrial Park Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm the list of proposed projects in the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 6 to the Urban Renewal Area adds no new land; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan; and

WHEREAS, by resolution adopted on January 17, 2017, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Assistant City Manager, or her delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Storm Lake Times, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 6 concerning the area of the City of Storm Lake, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Storm Lake Industrial Park Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Storm Lake Industrial Park Urban Renewal Area:

i. Residential use is expected, and, with reference to those portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Storm Lake Industrial Park Urban Renewal Area, as amended, continues to be a blighted and economic development area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; and that the

rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan of the City of Storm Lake, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan for the City of Storm Lake, State of Iowa"; Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan of the City of Storm Lake, State of Iowa, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 6 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 6 to the Storm Lake Industrial Park Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Buena Vista County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 6, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 20th day of February, 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra Martinez, City Clerk

EXHIBIT 1

STORM LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN

AMENDMENT #6

CITY OF STORM LAKE, IOWA

Original Area Adopted –1991

Amendment #1 – 2004

Amendment #2 – 2010

Amendment #3 – 2013

Amendment #4 – 2015

Amendment #5 – 2016

Amendment #6 - 2017

AMENDMENT #6
to
STORM LAKE INDUSTRIAL PARK
URBAN RENEWAL PLAN
CITY OF STORM LAKE, IOWA

The Storm Lake Industrial Park Urban Renewal Plan ("Plan") for the Storm Lake Industrial Park Urban Renewal Area ("Area" or "Urban Renewal Area"), adopted in 1991, and amended in 2004, 2010, 2013, 2015, and 2016 is being further amended to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area ("Amendment #6" or "Amendment"). No land is being added to the Urban Renewal Area by this Amendment.

Except as modified by this Amendment, the provisions of the original Storm Lake Industrial Park Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

AREA DESIGNATION

The Urban Renewal Area has been designated as a mixed area for the remediation of blight and promotion of economic development (commercial and industrial). The Urban Renewal Area continues to be appropriate for a mixed area for the remediation of blight and promotion of economic development (commercial and industrial).

PROJECT OBJECTIVES

No changes are made by this Amendment.

TYPES OF RENEWAL ACTIVITIES

No changes are made by this Amendment.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment #6)

1. Public Improvements:

Project	Estimated Date	Not to Exceed Cost	Rationale
<i>King's Pointe Resort.</i> Remodel and renovate King's Pointe Resort. The renovations include, but are not limited to, electrical upgrades, mechanical upgrades, information and technology upgrades, interior finishes, furniture, and lighting	2017-2022	\$4,500,000	This project promotes economic development. King's Pointe Resort is almost 10 years old and in need of remodeling and renovations. It is industry standard to remodel and

upgrades for the entire property.			renovate hotel rooms and public spaces every 7 years. Further, King's Pointe Resort is a leading recreational and tourism feature in the City and is used by members of the City, County and School communities as well as attracting tourists and business related travelers from outside of the community. King's Pointe Resort spurs tourism and commercial business activity in the community and is a key component to attracting employers, employees and economic development.
<i>Outdoor Waterpark.</i> Remove and replace outdoor waterpark concrete.	2017-2020	\$800,000	This project promotes economic development. The outdoor waterpark is a leading recreational and tourism feature in the City and is used by members of the City, County and School communities to enhance quality of life and promote livability that is essential to attracting employers, employees and economic development. Increased employment opportunities and enhanced livability are necessary factors in sustaining the population of the City. An attractive, vibrant and developing community, in turn, will benefit the School District and County. Improving the outdoor waterpark, therefore, enhances the community's attractiveness to employers

			and employees, and provides benefits to the citizenry of the City, County and School.
<i>Memorial Park Storm Water Improvements.</i> Construction of various storm water improvements including, but not limited to, detention pond, rain garden, and other storm water mitigation improvements.	2017-2021	\$750,000	This project remediates blighting influences and promotes economic development. The project is intended to reduce flooding occurrences along Highway 7 and protect neighboring retail establishments from flooding. The City expects that part of the site may be available for commercial space subsequent to the storm water improvements being complete.

2. Development Agreements:

- A. *Storm Lake Chamber and Area Development, Inc. (aka Storm Lake United):* The proposed project involves the acquisition of approximately six parcels of land within the urban renewal area by Storm Lake United. It is anticipated that Storm Lake United will transfer two of the six parcels to the City for use in the Memorial Park Storm Water Improvement project and Storm Lake United will market and sell the other four parcels for commercial and/or tourism related development. The acquisition is expected to occur in 2017-2018. The City expects to provide incentives to Storm Lake United in the form of a one-time grant not to exceed \$500,000 to assist with the acquisition. All incentives will be subject to the terms and conditions of a detailed development agreement between the City and Storm Lake United.

3. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Date	Estimated Cost
Fees & Costs	Undetermined	Not to Exceed \$50,000

DEBT

1.	Current constitutional debt limit:	\$23,140,673
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2.	Current outstanding general obligation debt:	\$18,379,000
3.	Proposed amount of loans, advances, indebtedness or bonds to be incurred. A specific amount of debt to be incurred for the Eligible Urban Renewal Project (Amendment #6) has not yet been determined. The projects authorized in this Amendment are only proposed projects at this time. The City Council will consider each project proposal on a case-by-case basis to determine if it is consistent with the Plan and in the public's best interest to participate in the project. These projects, if approved, will commence and be concluded over a number of years. In no event will debt be incurred that would exceed the City's debt capacity. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects described above will be approximately as stated in the next column:	Up to \$6,600,000

PUBLIC BUILDING ANALYSIS

1. Outdoor Waterpark.

This project involves a public building. This project involves the removal and replacement of concrete at the outdoor waterpark. If this project is ultimately approved by the City, the City intends to finance a portion of the cost of the project through tax increment financing. For the costs of this project to be paid with tax increment funds, the City proposes to issue general obligation bonds and abate a part of the principal and interest payments utilizing available incremental tax revenues within the Area, if available. The City anticipates that tax increment revenues, if available, will fund up to 100% of the total project costs. Total project costs for removal and replacement of the concrete are estimated to be not in excess of \$800,000. Specifically, under these circumstances, Iowa law requires an analysis of alternative development options and funding for the project and reasons why such options would be less feasible than the use of incremental tax revenues for the projects.

The City has considered alternative funding sources, including the following:

- One alternative funding source for this project is the issuance of general obligation bonds that would be paid by the City's debt service levy (i.e. without using incremental tax revenues). This option would mean that only taxpayers of the City would be responsible for payment of the bonds/notes. However, the project benefits not only City residents, but also County and school district residents. In such case, the use of tax increment financing to pay a portion of the principal and interest payments from debt associated with the projects is the most appropriate funding mechanism.
- A second alternative is to consider Local Option Sales Tax (LOST) funding received by the City. LOST revenues are not available for this project, as the City has already obligated available LOST revenues to fund other projects and tax relief.
- A third alternative is grant funding. The City anticipates pursuing grants from local agencies, as well as from state and federal sources if they become available. However, funding from most grant programs is extremely competitive and, even if successful, generally only provides a small percentage of the total capital needed for a project.

Regional Impact of Outdoor Waterpark:

The Outdoor Waterpark provides recreational opportunities expected by employers and employees and will promote economic development. Use of the Outdoor Waterpark will be open to rural residents as well as residents of neighboring communities. The facility draws people from the rural areas, nearby communities and is expected to be an attraction as part of the overall tourism related activity in the community.

Economic Development Potential:

The availability of recreational activities is an important quality-of-life factor for existing residents and companies choosing to locate or expand their business. Facilities such as the Outdoor Waterpark are also important factors for employees when choosing a place to live. The City recognizes a need to attract and retain a workforce of adequate size in order for existing and potential employers to locate and expand within the City and the region.

By fostering a more attractive business climate in the City, the development potential of the area will be enhanced. An attractive, vibrant, and diverse community, in turn will benefit the Storm Lake Community School District, as well as Buena Vista County. The project will have a positive impact on the quality of life in the City of Storm Lake and the surrounding area, and in turn will help promote economic development and generate new employment opportunities.

Feasibility of Using Tax Increment:

Because the proposed Urban Renewal Project benefits County and school district residents, the use of tax increment to pay for a portion of the project is appropriate. The Outdoor Waterpark project demonstrates regional benefit to both the County and the school district. As a result, it is fair for the school district and the County to share in the cost of the project. For the aforementioned reasons, the use of tax increment revenue (debt abated by incremental tax revenues) for this project is the most feasible, fair, and equitable mechanism for helping to fund the proposed project.

2. King's Pointe Resort.

This project may involve a public building. This project involves the remodeling and renovation of King's Pointe Resort. If this project is ultimately approved by the City, the City intends to finance a portion of the cost of the project through tax increment financing. For the costs of this project to be paid with tax increment funds, the City proposes to issue general obligation bonds and abate a part of the principal and interest payments utilizing available incremental tax revenues within the Area, if available. The City anticipates that tax increment revenues, if available, will fund up to 100% of the total project costs. Total project costs for remodeling and renovation of King's Pointe Resort are estimated to be not in excess of \$4,500,000. Specifically, under these circumstances, Iowa law may require an analysis of alternative development options and funding for the project and reasons why such options would be less feasible than the use of incremental tax revenues for the projects.

The City has considered alternative funding sources, including the following:

- One alternative funding source for this project is the issuance of general obligation bonds that would be paid by the City's debt service levy (i.e. without using incremental tax revenues). This option would mean that only taxpayers of the City would be responsible for payment of the bonds/notes. However, the project benefits not only City residents, but also County and school district residents. In such case, the use of tax increment financing to pay a portion of the principal and interest payments from debt associated with the projects is the most appropriate funding mechanism.
- A second alternative is to consider Local Option Sales Tax (LOST) funding received by the City. LOST revenues are not available for this project, as the City has already obligated available LOST revenues to fund other projects and tax relief.
- A third alternative is grant funding. The City anticipates pursuing grants from local agencies, as well as from state and federal sources if they become available. However, funding from most grant programs is extremely competitive and, even if successful, generally only provides a small percentage of the total capital needed for a project.

Regional Impact of King's Pointe Resort:

King's Pointe Resort provides expanded recreational opportunities, as well as, space for local and regional events including receptions, reunions, and other get-togethers. Events at this facility are expected to draw people from the rural areas as well as other nearby communities. The availability of a renovated and updated facility would enhance and potentially expand current events and possibly encourage other events. Use of the facility is open to rural residents as well as residents of neighboring communities.

Economic Development Potential:

The availability of tourism and recreational activities is an important quality-of-life factor for existing residents and companies choosing to locate or expand their business. Facilities such as King's Pointe Resort are also important factors for employees when choosing a place to live. The City recognizes a need to attract and retain a workforce of adequate size in order for existing and potential employers to locate and expand within the City and the region.

By fostering a more attractive business climate in the City, the development potential of the area will be enhanced. An attractive, vibrant, and diverse community, in turn will benefit the Storm Lake Community School District, as well as Buena Vista County. The project will have a positive impact on the quality of life in the City of Storm Lake and the surrounding area, and in turn will help promote economic development and generate new employment opportunities.

Feasibility of Using Tax Increment:

Because the proposed Urban Renewal Project benefits County and school district residents, the use of tax increment to pay for a portion of the project is appropriate. The King's Pointe Resort project demonstrates regional benefit to both the County and the school district. As a result, it is fair for the school district and the County to share in the cost of the project. For the aforementioned reasons, the use of tax increment revenue (debt abated by incremental tax revenues) for this project is the most feasible, fair, and equitable mechanism for helping to fund the proposed project.

DEVELOPMENT PLAN

Storm Lake has a general plan for the physical development of the City as a whole, outlined in the Comprehensive Plan – Storm Lake 2030, adopted by the City in February, 2013. The goals and objectives identified in this Amendment #6, and the urban renewal projects described herein, are in conformity with the goals, objectives, and recommendations identified in Comprehensive Plan – Storm Lake 2030.

This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process. The City doesn't anticipate any change in zoning as a result of the proposed development.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PROPERTY ACQUISITION/DISPOSITION

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

URBAN RENEWAL PLAN AMENDMENTS

The Plan may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding urban renewal projects, or to modify goals or types of renewal activities. The City may amend this Plan in accordance with applicable state law.

EFFECTIVE DATE

This Amendment #6 will become effective upon its adoption by the City Council. No changes are expected in the effective period of this Urban Renewal Area.

REPEALER

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

SEVERABILITY CLAUSE

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

Staff Summary

2/20/2017

Agenda Item # 15.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: **Motion To Approve Agreement For Professional Services For 7th and Geneseo St. Sanitary Sewer Improvements**

BACKGROUND: 7th and Geneseo Street Sanitary Sewer Improvements is one of eight projects funded by the Community Development Block Grant-National Disaster Resiliency Competition. This project is scheduled to begin construction Spring, 2018.

The contract with WHKS includes all project initiation and project management, data collection, final design and plan specification preparation, preparing bid packages, and construction phase services.

FISCAL IMPACT: Project Management and Meetings, Funding assistance, Preliminary Design- will not exceed \$9,800

Final Design will not exceed \$10,500

Total contract is for \$20,300 and will be funded 75% by grant funds and 25% by City funds.

RECOMMENDATION: Approve motion

ATTACHMENTS:

Description	Type
□ Agreement for Administrative Services	Contract



1412 6th Street SW
Mason City, IA 50402-1467
Phone: 641-423-8271

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Storm Lake** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as:

7th and Geneseo St. Sanitary Sewer Improvements, and as described in more detail in Exhibit A,

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement, Attachment A Hourly Rate Schedule, Attachment B STANDARD TERMS AND CONDITIONS, and Attachment C Federal Requirements.

Scope of Services

WHKS shall perform the following described services for the Client:

Design engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation


For the services described above, the Client shall remunerate WHKS as follows:

Items 1-3, Billed Hourly with a Not to Exceed fee of \$9,800.00 including expenses.
Items 4, Lump Sum fee of \$10,500.00

Executed this _____ day of _____, 2017.

City of Storm Lake

By: _____
Printed
Name: _____
Title: _____

By:  _____
Printed
Name: Steven Scott Sweet, P.E.
Title: Vice President





1412 6th Street SW
Mason City, IA 50402-1467
Phone: 641-423-8271

Exhibit A to Professional Services Agreement

A. Project

The project, as defined for this agreement, is an upgrade to the collection system of the existing Storm Lake wastewater infrastructure. The project consists of improving the sanitary sewer system at 7th and Geneseo St. The current system does not carry adequate capacity, causing surcharging during minor rain events.

Potential improvements that will be investigated include, but are not limited to: replacing the existing sanitary sewer pipe with a larger pipe via open trench, replacing the existing sanitary sewer pipe with a larger pipe via trenchless installation, and trenchless installation of a relief pipe above the existing pipe.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, and general administrative activities.
- Meet with the Client when required for consultation in connection with design of the project. One (1) meeting is included.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Prepare for and attend one (1) Public Hearing and one (1) Public Input Meeting and prepare required displays for meetings.

2. Funding Assistance

- Provide Community Development Block Grant (CDBG) technical assistance for grant administration and environmental review.

3. Preliminary Design

- Perform field verification of existing surface conditions over repair sites. Fieldwork may also require City Staff assistance for traffic control.
- Prepare preliminary opinion of probable construction cost(s) to assist with project budgeting.
- Provide Geotechnical engineering services, including a subsurface investigation and a geotechnical engineering report, prepared by a subcontractor to WHKS & Co. under this contract.
- Prepare an Engineering Report to investigate improvement options and provide an Engineers recommendation.

4. Final Design

- Perform topographic surveys, exclusive of boundary surveys for land and easement acquisition, for the Project, as outlined by the Client and which are necessary for preparation of the plans.
- Prepare final plans and specifications to show the character and scope of work to be performed by contractors on the Project.



1412 6th Street SW
Mason City, IA 50402-1467
Phone: 641-423-8271

- Prepare forms of Notice of Hearing and Letting, contractor's proposal, construction agreement, payment bond and performance bond for approval by the Client, subject to prior review and approval by Client's Attorney, Bond Counsel, and/or Fiscal Agent.
- Coordinate with Iowa Department of Transportation (IDOT) Staff regarding submitting any necessary IDOT permits for the project.
- Coordinate with Iowa Department of Natural Resources (IDNR) Staff regarding submitting any necessary IDNR permits for the project
- Prepare opinion of probable construction cost on completed plans and specifications.
- Furnish two (2) original signed copies of the plans, specifications, and other contract documents as required to the Client.
- Furnish plans and specifications to bidders through the use of a web based plan room.
- Answer contractor's questions during the bidding phase.
- Assist in the receiving and tabulation of contractors' proposals, report same to Client, and assist in awarding construction contract.

C. Items to be Provided by Client:

We will request the following from the Client as needed to complete this work:

- Available record drawings or field log books of the Project site.

D. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized. Special Engineering Services include:

- Construction Engineering Services will be included in a future Supplemental Agreement
- Land Surveys
- Easement Plats and Descriptions
- Special Assessment Plats and Schedules
- Quality Control Testing
- Permits other than those identified under Item 4 above.
- Sanitary sewer rate study
- Funding Assistance beyond a CDBG Disaster Recovery application and associated technical assistance, including additional grant and/or loan applications

City of Storm Lake, IA
7th and Geneseo St. Sanitary Sewer Improvements

Hourly Rate Schedule	
Role	Rate per Hour
Project Principal	\$ 225.00
Project Manager	\$ 109.00
Project Engineer	\$ 130.00
Design Engineer	\$ 80.00

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

THE FOLLOWING SHOULD BE INCLUDED IN ALL CDBG PROJECT CONTRACTS:

A. Executive Orders 11246 and 11375.

The Engineer will comply with all provisions of Executive Orders 11246 and 11375. During the performance of this Contract, the Engineer agrees as follows:

- 1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Engineer will, in all solicitations or advertisement for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Engineer's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Engineer will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- 5) The Engineer will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and

orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 6) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Engineer may be declared ineligible for further government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The Engineer will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

B. Title VI of the Civil Rights Act of 1964.

This act provides that no person 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.

C. Iowa Civil Rights Act of 1965. The Engineer agrees to comply with Iowa Civil Rights Act of 1965, (Iowa Executive Order 34 and Iowa Code Chapter 19B.7), as amended, and Civil Rights Act of 1964 - Title VI which provides that no person shall, on the basis of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with CITY'S program funds.

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

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

E. 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 through 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 project be awarded to businesses located in, or owned in substantial part by persons residing within, the project area.

The parties of this Contract will comply with the provisions of said Section 3 and certify and agree that they are under no contractual obligation or other disability which would prevent them from complying with these requirements.

F. The Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

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

G. Access to and Maintenance of Records. The Engineer must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the Engineer shall make available and furnish all information and reports required, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Iowa Economic Development Authority or their authorized representatives, for purposes of investigation to ascertain compliance.

H. Termination. The Owner and/or the Engineer shall have the right to terminate this Contract at any time by giving at least ten (10) days notice in writing. The notice shall specify the effective date of such termination. Upon cancellation, the Owner will be responsible only for those costs incurred by the Engineer to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Contract shall, at the

option of the City, become its property and the Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

I. Government-wide Restriction on Lobbying. The Engineer agrees to comply with the certification regarding government-wide restriction on lobbying as follows:

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The Engineer certifies, to the best of his/her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid by or on behalf of Engineer, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Engineer shall complete and submit Standard Form LLL-“Disclosure Form to report Federal Lobbying” in accordance with its instruction.

C. The Engineer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

J. Awarding Agency Reporting Requirements. The Engineer must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

K. Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
Pub. L 94-163, 89 Stat. 871

L. Clean Air and Water Acts

- Section 306 of the Clean Air Acts [42 U.S.C. 1857 (h)].
- Section 508 of the Clean Water Act [33 U.S.C. 1368].
- Executive Order 11738.
- EPA Regulations - 40 CFR, Part 15.

In accordance with the Clean Air and Water Act, the Engineer agrees as follows:

- 1) The Engineer will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.
- 2) The Engineer agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) The Engineer agrees that as a condition for the award of a Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- 4) The Engineer agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

Staff Summary

2/20/2017

Agenda Item # 16.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: **Motion to Approve Golf Season Pass Sale**

BACKGROUND: Staff is requesting approval of a special one week rate for a golf season pass. Starting on March 11 through March 17 the season pass rate for this week will be \$125. The passes can be purchases at the Kings Pointe front desk.

The traditional rate for a season pass is \$149.

FISCAL IMPACT: This will provide revenues during a portion of the off season

RECOMMENDATION: Approve the one week sale rate of \$125

Staff Summary

2/20/2017

Agenda Item # 17.



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

REPORT TO: Honorable Mayor and City Council

FROM: Brian Oakleaf, Finance Director

SUBJECT: **Motion Setting Public Hearing on Fiscal Year 2017-2018 Budget**

BACKGROUND: This agenda item will set the Public Hearing for the Fiscal Year 2017-2018 Budget for Monday, March 6, 2017 at 5:00 P.M. in City Council Chambers.

State of Iowa Code requires that the City hold a public hearing on the proposed Fiscal Year 2017-2018 Budget prior to the adoption of the budget. Notice of the public hearing will be published in the newspaper as required by State Code.

Upon conclusion of the Public Hearing, the Budget which was approved by Council at the February 7th Budget Workshop will be submitted for adoption with the following changes per Council's direction:

1. Storm Lake United funding from Franchise Fees will be increased an additional \$12,000. Franchise Fees, which are variable and dependent on energy usage, will be expended at 92% their projected funding. In addition, Storm Lake United's funding allocation through Hotel/Motel tax is expected to increase due to reduced bond payments and stable estimates of this tax revenue. While this funding source is estimated based on Hotel Revenues up to 16 months in the future and quite variable, the most recent, firm number would be \$52,142.98 representing SLU's allocation for the 2nd quarter of FY 2017.
2. The Road Use Tax Budget now calls for \$1,567,589 in expenditures and an ending fund balance of \$289,939 (18.5%) This includes \$608,706 in Roadway Maintenance, including \$70,000 in Capital replacements, upgrades and repairs beyond capital equipment purchases. \$46,500 will go towards Signs and

Signals and \$366,610 will go toward major street projects. This is a total increase over FY 2017 of \$416,610, with \$237,158 available from carry over funds and \$179,452 coming from the Fund balance, which results in the 18.5% reserve balance.

Upon Council's approval, these changes would rely on the State continuing to provide backfill, Franchise Fee funding at 5% and Reserve Funds possibly falling below Council directed levels, depending on the variables discussed.

FISCAL IMPACT:

The fiscal impact to set the public hearing is the cost of publication.

RECOMMENDATION:

Set the public hearing for Monday, March 6, 2017 at 5:00 P.M.

Staff Summary

2/20/2017

Agenda Item # 18.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Brian Oakleaf, Finance Director

SUBJECT: **Motion Setting Public Hearing on FY 2018-2022 Five-Year Capital Improvements Plan**

BACKGROUND: This agenda item will set the Public Hearing for the Fiscal Year 2018-2022 Five-Year Capital Improvements Plan for Monday, March 6, 2017 at 5:00 P.M. in City Hall Council Chambers.

Section 384.15 of the Iowa code requires that the City hold a Public Hearing on the proposed Fiscal Year 2018-2022 Five-Year Capital Improvement Plan prior to adoption of the plan. Notice of the Public Hearing will be published in the newspaper as required by State Code.

FISCAL IMPACT: The fiscal impact for the motion to set the Public Hearing is the cost of publication.

RECOMMENDATION: Set Public Hearing for Monday, March 6, 2017 at 5:00 P.M.

Staff Summary

2/20/2017

Agenda Item # 19.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Motion to Set a Public Hearing On Franchise Fees Revenue Purpose Statement**

BACKGROUND: The City is proposing to increase the Gas and Electric franchise fees. In preparation of moving forward, the City is required to state how the funds will be used in accordance with Iowa Code 364.2(4)(f).

The proposed use of Franchise Fee revenues will principally used for costs associated with inspecting, supervising, or regulating the City franchise agreements. Excess funds will be used for repair, remediation, restoration, cleanup, replacement, and improvement of existing public improvements and other publicly owned property, buildings, and facilities, projects designed to prevent or mitigate future disasters as defined in Iowa Code 29C.2; energy conservation measures, low income energy assistance programs and weatherization programs; public safety, including the equipping of fire, police, emergency services; sanitation, streets and civil defense departments; the establishment, construction, reconstruction, repair, equipping, remodeling, and extension of public works; public utilities, and public transportation systems; the construction, reconstruction, or repair of streets, highways, bridges, sidewalks, pedestrian underpasses and overpasses, street lighting fixtures, and public grounds, and acquisition of real estate needed for such purposes; abatement of fees for property damaged by a disaster as defined in Iowa Code 29C.2; and economic development activities and projects.

FISCAL IMPACT: There is a \$200.00 cost to publish the hearing notice.

RECOMMENDATION: Staff Recommends that the Council set a Public Hearing for the Franchise Fee Revenue Purpose Statement for March 6, 2017.

Staff Summary

2/20/2017

Agenda Item # 20.



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. 76-R-2016-2017 Setting A Public Hearing On Updating Franchise Agreement With Mid American Energy**

BACKGROUND: The City is moving forward with the increase of franchise fees for electrical and gas utilities. In order to implement the new fees, the City must approve new Franchise Fee Ordinances for each utility that we would be setting the franchise fees for, Alliant, Iowa Lakes Electric Coop, and Mid American. Prior to acting on the ordinance, which will require three (3) readings, the Council must set and hold a public hearing on the new ordinance.

The draft ordinances are available in the City Clerk's office for review should anyone want to review the ordinances. The ordinances for both Alliant and Mid American would impose a 5% franchise fee on utility customers effective July 1, 2017.

The resolution, if approved, would set the public hearing for 5:00 PM of Monday, March 6, 2017 at the regular City Council meeting.

FISCAL IMPACT: The only impact will be the cost of the publication of the notice estimated to be \$200.00

RECOMMENDATION: Council adopt Resolution No. 76-R-2016-2017

ATTACHMENTS:

Description	Type
☐ Resolution No. 76-R-2016-2017	Resolution
☐ Proposed Ordinance	Ordinance

RESOLUTION NO. 76-R-2016-2017

RESOLUTION SETTING PUBLIC HEARING ON PROPOSED ORDINANCE REPEALING CURRENT ELECTRIC FRANCHISE, GRANTING A NEW FRANCHISE TO MIDAMERICAN ENERGY COMPANY, AND IMPOSING A FRANCHISE FEE

WHEREAS, the City Council will consider a proposed ordinance repealing Ordinance No. 09-O-2012-2013 and granting to MidAmerican Energy Company, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Storm Lake, Iowa, an electric system and communications facilities and to furnish and sell electric energy to the City and its inhabitants for a period of twenty (20) years;

WHEREAS, pursuant to Iowa Code section 364.2(4) (f), the proposed ordinance imposes a franchise fee. The franchise fee provision of the ordinance provides, "There is hereby imposed upon and shall be collected from the retail electric customers of the Company receiving service, pursuant to the tariff, located within the corporate limits of the City and remitted by the Company to the city, a franchise fee of three percent (3%) of the gross revenue generated from the sales, minus uncollectible amounts, within the corporate limits of the City from and after the effective date of this Ordinance until July 1, 2017, and a franchise fee of five percent (5%) of the gross revenue generated from the sales, minus uncollectible amounts, within the corporate limits of the City from and after July 1, 2017. Franchise fees shall be remitted on or before the last business day of the month following the close of the calendar quarter in which fees were charged.";

WHEREAS, the City shall be solely responsible for the proper use of any amounts collected as a franchise fee, and shall only use such fees as collected for purposes as allowed by applicable law; and

WHEREAS, pursuant to Iowa Code § 364.2(4)(a), the City Council is required to hold a public hearing upon the proposed Ordinance after public notice thereof.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Storm Lake, Iowa, that this Council shall meet at 5:00 o'clock P.M. on the 6th day of March, 2017, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa to hear public comments on the proposed ordinance repealing its current electric franchise with MidAmerican Energy Company, and granting a new franchise to MidAmerican Energy Company, under which a franchise fee will be assessed.

BE IT FURTHER RESOLVED, that the Clerk is hereby instructed to cause a Notice of Public Hearing to be published in the manner required by Iowa Code § 362.3.

Adopted the 20th day of February, 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra Martinez, City Clerk

ORDINANCE NO. 5-O-2016-2017

AN ORDINANCE REPEALING ORDINANCE No. 09-O-2012-2013 AND GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF STORM LAKE, IOWA, AN ELECTRIC SYSTEM AND COMMUNICATIONS FACILITIES AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS FOR A PERIOD OF 20 YEARS.

BE IT ENACTED by the City Council of the City of Storm Lake, Iowa:

Section 1. Ordinance No. 09-O-2012-2013 is hereby repealed and replaced.

Section 2. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, hereinafter called "Company," and to its successors and assigns the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Storm Lake, Iowa, hereinafter called the "City," a system for the transmission and distribution of electric energy and communications signals along, under, over and upon the streets, avenues, alleys and public places to serve customers within and without the City, and to furnish and sell electric energy to the City and its inhabitants. The term of this franchise is twenty (20) years from and after the effective date of this ordinance. The Company is granted the right to appropriate and condemn private property if each such use is approved by the City Council prior to the exercise of powers of eminent domain in regard to a specific project or projects.

Section 3. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa (2017) or as subsequently amended or changed.

Section 4. The Company shall have the right to erect all necessary poles and to place thereon the necessary wires, fixtures and accessories as well as excavate and bury conductors for the distribution of electric energy and communications signals in and through the City, but all said conduits and poles shall be placed as not to interfere with the construction of any water pipes, drain or sewer, or the flow of water therefrom, which have been or may hereafter be located by authority of the City. The Company is authorized and empowered to cut and trim at its expense, any trees extending into any right of way, street, alley, or public ground so as to prevent limbs or branches from interfering with the wires and facilities of the Company. Tree trimming will be done to current nationally accepted standards and practices.

Section 5. The Company shall, at its cost and expense, locate and relocate its installations in, on, over or under any public street or alley in the City in such manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City has a reasonable alternative route for the street, alley or public improvements which alternative route would not cause the relocation of the Company installations, the City shall select said alternative route. If relocation of the Company facilities could be avoided by relocating other franchisee's or facility user's equipment and facilities, and

said other franchisee's or user's cost of relocation is less than the Company's, the City shall select the route which requires the other franchisees or users to relocate. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall use its best efforts to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

Section 6. In making excavations in any streets, avenues, alleys and public places for the excavation of conduits or the erection of poles and wires or other appliances, the Company shall not unreasonably obstruct the use of the streets, and shall replace the surface, restoring the original condition as nearly as practicable. The Company shall be required to restore or modify public right of way, sidewalks or other areas disrupted by the Company project to a condition that meets all current standards, codes, and regulations, federal, state, or local. Company agrees any replacement of road surface shall conform to current City code regarding its depth and composition.

Section 7. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City in the previous five (5) years.

Section 8. Pursuant to relocation of Company facilities as may be required by Sections 5, 6 and 7, if the City orders or requests the Company to relocate its existing facilities or equipment in order to facilitate the project of a commercial or private developer or other non-public entity, the City shall reimburse or the City shall require the developer or non-public entity to reimburse the Company for the cost of such relocation as a precondition to relocation of its existing facilities or equipment. The Company shall not be required to relocate in order to facilitate such private project at its expense.

Section 9. The Company shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, caused or occasioned in whole or in part, by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the electric facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages arising from the negligence of the City, its officers, employees or agents.

Section 10. The Company shall construct, operate and maintain its facilities in accordance with the applicable regulations of the Iowa Utilities Board or its successors.

Section 11. During the term of this franchise, the Company shall furnish electric energy in the quantity and quality consistent with applicable Iowa laws and regulations.

Section 12. All reasonable and proper police regulations shall be adopted and enforced by the City for the protection of the facilities of the Company.

Section 13. The use of the streets and right of way by the Company shall be subject to reasonable regulations by the City Council not inconsistent with this franchise and shall be

consistent with the use of the streets and right of way for proper street and right of way purposes by the public, by the City, by the public utilities, and others; and, in the case of public grounds, shall be consistent with the use of such public grounds by the City and by the public for the purpose for which they are used and intended. This Ordinance and grant of franchise is not intended in any way to affect or modify or surrender any powers now held by the City or which may hereafter be granted to the City by the State legislature.

Section 14. There is hereby imposed upon and shall be collected from the retail electric customers of the Company receiving service, pursuant to the tariff, located within the corporate limits of the City and remitted by the Company to the city, a franchise fee of three percent (3%) of the gross revenue generated from the sales, minus uncollectible amounts, within the corporate limits of the City from and after the effective date of this Ordinance until July 1, 2017, and a franchise fee of five percent (5%) of the gross revenue generated from the sales, minus uncollectible amounts, within the corporate limits of the City from and after July 1, 2017. Franchise fees shall be remitted on or before the last business day of the month following the close of the calendar quarter in which fees were charged.

Section 15. This Ordinance and the rights and privileges herein granted shall not become effective or binding until this Ordinance has been approved in accordance with Iowa law. The cost and expense of any municipal election relating to the ordinance and franchise shall be paid by the Company. Within thirty (30) days after the approval of this Ordinance, the Company shall file in the office of the clerk of City its acceptance in writing of all the terms and provisions of this Ordinance.

Section 16. Upon the effective date of this Ordinance, all prior electric franchises granted to the Company to furnish electric service to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

This Ordinance shall be effective once approved in accord with Iowa law.

PASSED AND APPROVED this _____ day of _____, _____.

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

Mayra Martinez, City Clerk

Staff Summary

2/20/2017

Agenda Item # 21.



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. 77-R-2016-2017 Setting A Public Hearing On Updating Franchise Agreement With Interstate Power & Light Company (Alliant Energy)**

BACKGROUND: The City is moving forward with the increase of franchise fees for electrical and gas utilities. In order to implement the new fees, the City must approve new Franchise Fee Ordinances for each utility that we would be setting the franchise fees for, Alliant, Iowa Lakes Electric Cooperative, and Mid American. Prior to acting on the ordinance, which will require three (3) readings, the Council must set and hold a public hearing on the new ordinance.

The draft ordinances are available in the City Clerk's office for review should anyone want to review the ordinances. The ordinances for both Alliant and Mid American would impose a 5% franchise fee on utility customers effective July 1, 2017.

The resolution, if approved, would set the public hearing for 5:00 PM of Monday, March 6, 2017 at the regular City Council meeting.

FISCAL IMPACT: The only impact will be the cost of the publication of the notice estimated to be \$200.00

RECOMMENDATION: Council adopt Resolution No. 77-R-2016-2017 Setting a public Hearing on Updating Franchise Fees with Alliant Energy.

ATTACHMENTS:

Description	Type
☐ Resolution No. 77-R-2016-2017	Resolution
☐ Proposed Ordinance	Ordinance

RESOLUTION NO. 77-R-2016-2017

**RESOLUTION SETTING PUBLIC HEARING ON A PROPOSED ORDINANCE
REPEALING CURRENT FRANCHISE, GRANTING A NEW FRANCHISE TO
INTERSTATE POWER & LIGHT COMPANY, AND IMPOSING A FRANCHISE FEE**

WHEREAS, the City Council will consider a proposed ordinance repealing Ordinance No. 02-O-2007-2008, as amended by Ordinance No. 10-O-2012-2013, and granting to Interstate Power & Light Company, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Storm Lake, Buena Vista County, Iowa, a natural gas system and related facilities and to furnish and sell natural gas to the City, its inhabitants, and persons and corporations beyond the limits thereof for a period of twenty (20) years;

WHEREAS, pursuant to Iowa Code section 364.2(4) (f), the proposed ordinance imposes a franchise fee. The franchise fee provision of the ordinance provides, "There is hereby imposed a franchise fee of three percent (3%) upon the gross revenue generated from sales of natural gas by the Company within the corporate limits of the City from the effective date of this ordinance to July 1, 2017, and a franchise fee of five percent (5%) upon the gross revenue generated from sales of natural gas by the Company within the corporate limits of the City from and after July 1, 2017. The franchise fee shall be remitted by the Company to the City on or before the last business day of the calendar month following close of the calendar quarter in which the franchise fee is charged, with the first remittance due July 31, 2017.

WHEREAS, the City shall be solely responsible for the proper use of any amounts collected as a franchise fee, and shall only use such fees as collected for purposes as allowed by applicable law; and

WHEREAS, pursuant to Iowa Code § 364.2(4)(a), the City Council is required to hold a public hearing upon the proposed Ordinance after public notice thereof.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Storm Lake, Iowa, that this Council shall meet at 5:00 o'clock P.M. on the 6th day of March, 2017, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa to hear public comments on the proposed Ordinance repealing its current natural gas franchise with Interstate Power & Light Company and granting a new natural gas franchise to with Interstate Power & Light Company, under which a franchise fee will be assessed.

BE IT FURTHER RESOLVED, that the Clerk is hereby instructed to cause a Notice of Public Hearing to be published in the manner required by Iowa Code § 362.3.

Adopted this 20th day of February, 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra Martinez, City Clerk

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 02-O-2007-2008, AS AMENDED BY ORDINANCE NO. 10-O-2012-2013, AND GRANTING TO INTERSTATE POWER & LIGHT COMPANY (“COMPANY”), ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE A NATURAL GAS DISTRIBUTION SYSTEM IN THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND THE RIGHT TO LAY DOWN, OPERATE AND MAINTAIN THE NECESSARY PIPES, MAINS, AND OTHER CONDUCTORS AND APPLIANCES IN, ALONG AND UNDER THE STREETS, AVENUES, ALLEYS AND PUBLIC PLACES OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AS NOW OR HEREAFTER CONSTITUTED FOR A PERIOD OF TWENTY (20) YEARS, FOR THE PURPOSE OF DISTRIBUTING, SUPPLYING AND SELLING NATURAL GAS TO THE CITY AND ITS INHABITANTS THEREOF AND TO PERSONS AND CORPORATIONS BEYOND THE LIMITS THEREOF.

BE IT ORDAINED by the City Council of the City of Storm Lake, Buena Vista County, Iowa:

Section 1. Ordinance No. 02-O-2007-2008, as amended by Ordinance No. 10-O-2012-2013, is hereby repealed and replaced.

Section 2. There is hereby granted to **INTERSTATE POWER & LIGHT COMPANY**, herein referred to as the “Company,” its successors and assigns, the right, franchise and privilege for the term of twenty (20) years from and after the passage, adoption, approval and acceptance of this Ordinance, to lay down, maintain and operate the necessary pipes, mains and other conductors and appliances in, along and under the streets, avenues, alleys and public places in the City of Storm Lake, Buena Vista County, Iowa as now or hereafter constituted, for the purpose of distributing, supplying and selling gas to said City and the residents thereof and to persons and corporations beyond the limits thereof; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa. The term “gas” as used in this franchise shall be construed to mean natural gas only.

Section 3. The mains and pipes of the Company must be so placed as not to interfere unnecessarily with water pipes, drains, sewers and fire plugs which have been or may hereafter be placed in any street, alley and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City, and the Company, its successors and assigns shall hold the City free and harmless from all damages arising from the negligent acts or omissions of the Company in the laying down, operation and maintenance of said natural gas distribution system.

Section 4. In making any excavations in any street, alley, avenue or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards,

barriers or signals, shall not unnecessarily obstruct the use of the streets, shall back fill all openings in such manner as to prevent settling or depressions in surface, and shall replace the surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical and if defects are caused shall repair the same.

Section 5. The Company shall, at its cost and expense, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City orders or requests the Company to relocate its existing facilities or equipment for the primary benefit of a commercial or private project, or as the result of the initial request of a commercial or private developer or other non-public entity, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment. The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities. The City shall give the Company reasonable advance written notice to vacate a public right-of-way. Vacating a public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are paid to the Company.

Section 6. Said Company, its successors and assigns, shall throughout the term of the franchise distribute to all consumers gas of good quality and shall furnish uninterrupted service, except as interruptible service may be specifically contracted for with consumers; provided, however, that any prevention of service caused by fire, act of God or unavoidable event or accident shall not be a breach of this condition if the Company resumes service as quickly as is reasonably practical after the happening of the act causing the interruption.

Section 7. The franchise granted by this Ordinance shall not be exclusive.

Section 8. There is hereby imposed a franchise fee of three percent (3%) upon the gross revenue generated from sales of natural gas by the Company within the corporate limits of the City from the effective date of this ordinance to July 1, 2017, and a franchise fee of five percent (5%) upon the gross revenue generated from sales of natural gas by the Company within the corporate limits of the City from and after July 1, 2017. The franchise fee shall be remitted by the Company to the City on or before the last business day of the calendar month following close of the calendar quarter in which the franchise fee is charged, with the first remittance due July 31, 2017. City shall be solely responsible for the proper use of any amounts collected as a franchise fee, and shall only use such fees collected for purposes as allowed by applicable law.

Section 9. The franchise fee shall be applied to all customers' bills in accordance with Iowa Code. The Company shall not grant exemptions or refunds of the franchise fee beyond that granted by the Code of Iowa. If at any time the Iowa Utilities Board or another authority having proper jurisdiction, prohibits the collection or payment of a franchise fee, the Company shall be relieved of its obligation to collect and pay to the City the franchise fee.

Section 10. City agrees that Company's obligations related to the franchise fee are limited to those obligations set forth in Sections 8 and 9 herein. City further agrees to bear all

costs (including attorney fees), and to defend, indemnify and hold Company harmless from any and all liability, claims, or causes of action associated with disputes related to the billings and/or collection of the franchise fee, provided that the City shall not be obligated to bear such costs or to defend, indemnify and hold Company harmless if such disputes arise from claims or inaccurate billings by the Company.

Section 11. Upon receipt of a final and unappealable order or approval authorizing annexation, or changes in the limits of said City, the City Clerk shall provide written notification to an officer of Company of such annexation or change in the limits of said City, and the Company shall apply the franchise fee to its customers who are affected by the annexation or change in the limits of the City, commencing six (6) months from receipt of the written notice.

Section 12. The sum of such additional charges for the franchise fee and any additional charges related to Sections 8 and 9 above shall be shown separately on the utility bill to each customer.

Section 13. That said franchise fee shall be in lieu of any other payments to the City for the Company's use of streets, avenues, alleys and public places in the said City and other administrative or regulatory costs with regard to said franchise; and said pipes, mains, and other conductor and appliances in, along and under the streets, avenues, alleys and public places in the said City for the purpose of distributing, supplying and selling gas to said City and the residents thereof and to persons and corporations beyond the limits thereof shall be exempt from any special tax, assessment, license or rental charge during the entire term of this ordinance.

Section 14. The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty (20) years from and after its acceptance by said Company as herein provided.

Section 15. The expense of the publication of this Ordinance shall be paid by the Company.

Section 16. The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within thirty (30) days from passage of this Ordinance.

Section 17. This Ordinance sets forth and constitutes the entire agreement between the Company and the City of Storm Lake with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company. Upon acceptance by the Company, this Ordinance shall supersede, abrogate and repeal the prior gas system ordinance between the Company and the City of Storm Lake as of the date this Ordinance is accepted by the Company. Notwithstanding the foregoing, in no event shall the City of Storm Lake enact any ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this Ordinance, that create additional burdens upon the Company, or which delay utility operations.

PASSED AND APPROVED this _____ day of _____, _____.

Jon F. Kruse, Mayor

ATTEST:

Mayra, Martinez, City Clerk

Staff Summary

2/20/2017

Agenda Item # 22.



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. 78-R-2016-2017 Setting A Public Hearing On Updating Franchise Agreement With Iowa Lake's Electric Cooperative**

BACKGROUND: The City is moving forward with the increase of franchise fees for electrical and gas utilities. In order to implement the new fees, the City must approve new Franchise Fee Ordinances for each utility that we would be setting the franchise fees for, Alliant, Iowa Lake's Electric Cooperative, and Mid American. Prior to acting on the ordinance, which will require three (3) readings, the Council must set and hold a public hearing on the new ordinance.

The draft ordinances are available in the City Clerk's office for review should anyone want to review the ordinances. The ordinances for Iowa Lake's Electric, Alliant and Mid American would impose a 5% franchise fee on utility customers effective July 1, 2017.

The resolution, if approved, would set the public hearing for 5:00 PM of Monday, March 6, 2017 at the regular City Council meeting.

FISCAL IMPACT: The only impact will be the cost of the publication of the notice estimated to be \$200.00

RECOMMENDATION: Council adopt Resolution No. 78-R-2016-2017

ATTACHMENTS:

Description	Type
□ Proposed Ordinance	Ordinance
□ Resolution No. 78-R-2016-2017	Resolution

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 11-O-2012-2013 AND GRANTING TO IOWA LAKES ELECTRIC COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF STORM LAKE, IOWA, AN ELECTRIC SYSTEM AND COMMUNICATIONS FACILITIES AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS FOR A PERIOD OF 20 YEARS.

BE IT ENACTED by the City Council of the City of Storm Lake, Iowa:

Section 1. Ordinance No. 11-O-2012-2013 is hereby repealed and replaced.

Section 2. There is hereby granted to Iowa Lakes Electric Cooperative, an Iowa electric cooperative corporation, hereinafter called "Cooperative," and to its successors and assigns the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Storm Lake, Iowa, hereinafter called the "City," a system for the transmission and distribution of electric energy and communications signals along, under, over and upon the streets, avenues, alleys and public places to serve customers within and without the City, and to furnish and sell electric energy to the City and its inhabitants. The term of this franchise is twenty (20) years from and after the effective date of this ordinance. The Cooperative is granted the right to appropriate and condemn private property if each such use is approved by the City Council prior to the exercise of powers of eminent domain in regard to a specific project or projects.

Section 3. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa (2017) or as subsequently amended or changed.

Section 4. The Cooperative shall have the right to erect all necessary poles and to place thereon the necessary wires, fixtures and accessories as well as excavate and bury conductors for the distribution of electric energy and communications signals in and through the City, but all said conduits and poles shall be placed as not to interfere with the construction of any water pipes, drain or sewer, or the flow of water therefrom, which have been or may hereafter be located by authority of the City. The Cooperative is authorized and empowered to cut and trim at its expense, any trees extending into any right of way, street, alley, or public ground so as to prevent limbs or branches from interfering with the wires and facilities of the Cooperative. Tree trimming will be done to current nationally accepted standards and practices.

Section 5. The Cooperative shall, at its cost and expense, locate and relocate its installations in, on, over or under any public street or alley in the City in such manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City has a reasonable alternative route for the street, alley or public improvements which alternative route would not cause the relocation of the Cooperative installations, the City shall select said alternative route. If relocation of the Cooperative facilities

could be avoided by relocating other franchisee's or facility user's equipment and facilities, and said other franchisee's or user's cost of relocation is less than the Cooperative's, the City shall select the route which requires the other franchisees or users to relocate. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall use its best efforts to secure said funds and provide them to the Cooperative to compensate the Cooperative for the costs of relocation.

Section 6. In making excavations in any streets, avenues, alleys and public places for the excavation of conduits or the erection of poles and wires or other appliances, the Cooperative shall not unreasonably obstruct the use of the streets, and shall replace the surface, restoring the original condition as nearly as practicable. The Cooperative shall be required to restore or modify public right of way, sidewalks or other areas disrupted by the Cooperative project to a condition that meets all current federal, state, or local standards, codes, and regulations. Cooperative agrees any replacement of road surface shall conform to current City code regarding its depth and composition.

Section 7. The Cooperative shall not be required to relocate, at its cost and expense, Cooperative facilities in the public right of way that have been relocated at Cooperative expense at the direction of the City in the previous five (5) years.

Section 8. Pursuant to relocation of Cooperative facilities as may be required by Sections 5, 6 and 7, if the City orders or requests the Cooperative to relocate its existing facilities or equipment in order to facilitate the project of a commercial or private developer or other non-public entity, the City shall reimburse or the City shall require the developer or non-public entity to reimburse the Cooperative for the cost of such relocation as a precondition to relocation of its existing facilities or equipment. The Cooperative shall not be required to relocate in order to facilitate such private project at its expense.

Section 9. The Cooperative shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, caused or occasioned in whole or in part, by the Cooperative's negligence in construction, reconstruction, excavation, operation or maintenance of the electric facilities authorized by this franchise; provided, however, that the Cooperative shall not be obligated to defend, indemnify and save harmless the City for any costs or damages arising from the negligence of the City, its officers, employees or agents.

Section 10. The Cooperative shall construct, operate and maintain its facilities in accordance with the applicable regulations of the Iowa Utilities Board or its successors.

Section 11. During the term of this franchise, the Cooperative shall furnish electric energy in the quantity and quality consistent with applicable Iowa laws and regulations.

Section 12. All reasonable and proper police regulations shall be adopted and enforced by the City for the protection of the facilities of the Cooperative.

Section 13. The use of the streets and right of way by the Cooperative shall be subject to reasonable regulations by the City Council not inconsistent with this franchise and shall be consistent with the use of the streets and right of way for proper street and right of way purposes by the public, by the City, by the public utilities, and others; and, in the case of public grounds, shall be consistent with the use of such public grounds by the City and by the public for the purpose for which they are used and intended. This Ordinance and grant of franchise is not intended in any way to affect or modify or surrender any powers now held by the City or which may hereafter be granted to the City by the State legislature.

Section 14. There is hereby imposed upon and shall be collected from the retail electric customers of the Cooperative receiving service, pursuant to the tariff, located within the corporate limits of the City and remitted by the Cooperative to the city, a franchise fee of three percent (3%) of the gross revenue generated from the sales, minus uncollectible amounts, within the corporate limits of the City from and after the effective date of this Ordinance until July 1, 2017, and a franchise fee of five percent (5%) of the gross revenue generated from the sales, minus uncollectible amounts, within the corporate limits of the City from and after July 1, 2017. Franchise fees shall be remitted on or before the last business day of the month following the close of the calendar quarter in which fees were charged.

Section 15. This Ordinance and the rights and privileges herein granted shall not become effective or binding until this Ordinance has been approved in accordance with Iowa law. The cost and expense of any municipal election relating to the ordinance and franchise shall be paid by the Cooperative. Within thirty (30) days after the approval of this Ordinance, the Cooperative shall file in the office of the clerk of City its acceptance in writing of all the terms and provisions of this Ordinance.

Section 16. Upon the effective date of this Ordinance, all prior electric franchises granted to the Cooperative to furnish electric service to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

This Ordinance shall be effective once approved in accord with Iowa law.

PASSED AND APPROVED this _____ day of _____, _____.

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

Mayra Martinez, City Clerk

RESOLUTION NO. 78-R-2016-2017

**RESOLUTION SETTING PUBLIC HEARING ON A PROPOSED ORDINANCE
REPEALING CURRENT FRANCHISE, GRANTING A NEW FRANCHISE TO IOWA
LAKES ELECTRIC COOPERATIVE, AND IMPOSING A FRANCHISE FEE**

WHEREAS, the City Council will consider a proposed ordinance repealing Ordinance No. 11-O-2012-2013 and granting to Iowa Lakes Electric Cooperative, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Storm Lake, Iowa, an electric system and communications facilities and to furnish and sell electric energy to the City and its inhabitants for a period of twenty (20) years;

WHEREAS, pursuant to Iowa Code section 364.2(4) (f), the proposed ordinance imposes a franchise fee. The franchise fee provision of the ordinance provides, "There is hereby imposed upon and shall be collected from the retail electric customers of the Cooperative receiving service, pursuant to the tariff, located within the corporate limits of the City and remitted by the Cooperative to the city, a franchise fee of three percent (3%) of the gross revenue generated from the sales, minus uncollectible amounts, within the corporate limits of the City from and after the effective date of this Ordinance until July 1, 2017, and a franchise fee of five percent (5%) of the gross revenue generated from the sales, minus uncollectible amounts, within the corporate limits of the City from and after July 1, 2017. Franchise fees shall be remitted on or before the last business day of the month following the close of the calendar quarter in which fees were charged.";

WHEREAS, the City shall be solely responsible for the proper use of any amounts collected as a franchise fee, and shall only use such fees as collected for purposes as allowed by applicable law; and

WHEREAS, pursuant to Iowa Code § 364.2(4)(a), the City Council is required to hold a public hearing upon the proposed ordinance after public notice thereof.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Storm Lake, Iowa, that this Council shall meet at 5:00 o'clock P.M. on the 6th day of March, 2017, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa to hear public comments on the proposed Ordinance repealing its current electric franchise with Iowa Lakes Electric Cooperative and granting a new electric franchise to Iowa Lakes Electric Cooperative, under which a franchise fee will be assessed.

BE IT FURTHER RESOLVED, that the Clerk is hereby instructed to cause a Notice of Public Hearing to be published in the manner required by Iowa Code § 362.3.

Adopted this 20th day of February, 2017.

Jon F. Kruse, Mayor

ATTEST:

Mayra Martinez, City Clerk

Staff Summary

2/20/2017

Agenda Item # 23.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Study Session On Signalizing Crossings In Storm Lake**

BACKGROUND: The City of Storm Lake was notified last year that IDOT had approved funding to signalize or upgrade signals at four crossings: Barton, Hudson, Oneida, Radio Road.

The Railroad has requested time to make a presentation at the Study Session concerning the alternative of closing one or more of these crossings.

FISCAL IMPACT: No fiscal impact for this study session.

RECOMMENDATION: Hear the presentation and ask questions/clarifications as needed.

ATTACHMENTS:

Description	Type
☐ Email From CN	Letter
☐ Maintenance Agreement	Contract
☐ 2018 Highway - Railroad Crossing Safety Program	Backup Material

Jim Patrick

From: Harlan Arians <Harlan.Arians@cn.ca>
Sent: Monday, February 13, 2017 12:29 PM
To: Jim Patrick; Jason Etnyre
Subject: RE: Storm Lake IA - Section 130 Safety Improvement Projects & LRA Mtnce Agmts covering same
Attachments: Storm Lake IA - Warning Device Mtnce Agmt for Barton St 307516W MP 429.1....pdf; Storm Lake IA - Warning Device Mtnce Agmt for Hudson St 307502N MP 428.0....pdf; Storm Lake IA - Warning Device Mtnce Agmt for Oneida St 307503V MP 428.1....pdf; 2018 Highway-Railroad Crossing Safety program_2016-09-13.pdf; IADOT COMMISSION DOCUMENTS_2014-08-12.pdf; 23 CFR 646.210 and Section 130 match.docx
Importance: High
Follow Up Flag: Follow up
Flag Status: Flagged

It appears that CCP may not be unable to move forward with the agreements Iowa DOT has provided for these projects because;

1. The Barton and Oneida Street at-grade crossings were equally identified as unnecessary and redundant rendering both candidates for closure versus installing new active warning devices at each for +/- \$200K, and
2. The agreements being provided CCP by DOT propose to impose upon CCP the undue burden to perform and assume the perpetual costs of operation, maintenance, and replacement for these new highway traffic control devices, and
3. the "Highway Grade Crossing Safety Fund" established under 327G.19 is not perpetual and has not been adequately funded since its inception 35 years ago (see above attachments).

Please know CCP is not opposed to the City efforts to enhance the safety at these street intersections with CCP by installation of new highway traffic control devices. However, DOT has noted to the City the redundancy of both Barton Street and Oneida Street warranting closure versus upgrade. Further, the IaDOT continues to propagate agreements which will perpetually impose onerous burdens and costly obligations upon CCP for such highway traffic control devices without adequate reimbursement by either DOT or the LRA... devices in which CCP derives little if any benefit. As you know, CCP is also willing to providing connections to its track circuitry that will allow the City and/or its contractor to install, maintain, and replace such highway traffic control devices. Such would be similar to current interconnects CCP provided the City at Northwestern Drive for its adjacent highway traffic control devices at the Iowa Highway 3 intersection.

Please consider that if the City fails to return the LRA Maintenance Agreements wherein the City assumes the federally imposed "Buy America" obligations and the costs of these devices after and beyond installation, such failure essentially amounts to the City admitting that these crossings' improvements may not truly have been necessary. While the City and DOT may have determined in the federally required diagnostic that these crossings warranted safety improvements be made, the City is reminded **the safest crossing is no crossing at all**. A decision by the City that the operational and maintenance costs of these devices are not warranted could equally be a decision that the remaining option that these crossings are far better closed that improved under Section 130.

Lastly, CCP wishes to again remind the City that CCP is not opposed to working with the City to enhance the safety of the motoring public which use these street intersections by installation of new highway traffic control devices. Any decision

to not move forward with these safety enhancement is one being solely made by the City. If such decisions are made to avoid the costs of operation, maintenance, and replacement for these new highway traffic control devices, it is unfortunate because such costs whether borne by the City or the CCP could be avoided if the Iowa legislature were to sufficiently fund and maintain the 327G.19 "Highway Grade Crossing Safety Fund". CCP would support any and all efforts made by the City to help get that fund increased and thereafter maintained to adequate levels.

Sincerely,

Harlan R. Arians
Manager Public Works CN

1006 East 4th Street
Waterloo IA 50703
319-236-9205 office
319-236-9207 facsimile
harlan.arians@cn.ca



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" The Years teach much which the Days never know."

From: Harlan Arians
Sent: Monday, October 03, 2016 9:30 AM
To: James H Patrick City of Storm Lake (patrick@stormlake.org); James L Gibson (james.gibson@dot.iowa.gov)
Cc: Jason Etnyre City of Storm Lake (etnyre@stormlake.org)
Subject: Storm Lake IA - Section 130 Safety Improvement Projects & LRA Mtnc Agmts covering same

Attached please find plans/cost estimates (see above) pursuant to written request via IaDOT's written authorization (see above) to prepare preliminary plans and cost estimates for the following 3 projects;

1. Storm Lake IA - Barton St 307516W MP 429.16 Cherokee Sub RRP-RR07(182)--8A-00
2. Storm Lake IA - Hudson St 307502N MP 428.03 Cherokee Sub RRP-RR05(182)--8A-00
3. Storm Lake IA - Oneida St 307503V MP 428.11 Cherokee Sub RRP-RR06(182)--8A-00

As you know, CCP and the City have been in negotiation since April 2012 to close 2 of the above at-grade crossings. As you may also know, CCP is in negotiation with DOT on agreement provisions that would provide for the installation of new traffic control devices at the individual intersection where the roadways cross at-grade CCP tracks and property. It has been suggested in those negotiations with DOT that certain terms CCP needs may best be secured by separate agreement with the governing road authority.

Therefore, attached please find 3 separate Maintenance Agreements (see above) for each project location covering the terms and conditions that would allow CCP to move forward in its negotiations with DOT to provide for the requested improvements at each of the crossings above. Please print off two (2) copies of each agreement, arrange to have executed on behalf of the City, and return same for our further execution.

Lastly, please know CCP's commitment to provide the federally required matching closure incentive payments to the City in lieu of these projects remains intact.

Harlan R. Arians
Manager Public Works CN

1006 East 4th Street
Waterloo IA 50703
319-236-9205 office
319-236-9207 facsimile
harlan.arians@cn.ca



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" The Years teach much which the Days never know."

WARNING DEVICE MAINTENANCE AGREEMENT

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

KNOWN ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Storm Lake (hereinafter referred to as **HIGHWAY AUTHORITY**) is a political subdivision organized and existing under the laws of the State of Iowa; that its official mailing address is 620 Erie Street, P. O. Box 1086, Storm Lake, Iowa, 50588; and

WHEREAS, the Chicago, Central & Pacific Railroad Company (hereinafter referred to as **COMPANY**) is a corporation organized and existing under the laws of the State of Delaware and duly authorized to conduct business in the State of Iowa; that it operates a common carrier service by railroad between points in Iowa and between points in other states; that its principal offices are located at 17641 South Ashland Avenue, Homewood, Illinois 60430-1345; and

WHEREAS, the **HIGHWAY AUTHORITY** has determined that automatic highway traffic control warning devices controlled by prediction circuitry or other necessary track circuit equipment (hereinafter referred to as **WARNING DEVICES**) as necessary and proper at the locations in the **COMPANY** tracks in Storm Lake, Iowa. The **HIGHWAY AUTHORITY** has submitted a request to the State of Iowa to secure federal funds under 23 USC Section 130 for the costs of construction and installation of the **WARNING DEVICES**.

WHEREAS, the **HIGHWAY AUTHORITY** and **COMPANY** are entering into this **AGREEMENT** for the purpose of handling the performance and costs of ordinary operation and maintenance for these **WARNING DEVICES**.

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

- A. The **COMPANY** agrees to provide for the ordinary operation and maintenance of the **WARNING DEVICES** using reasonable efforts to keep same in good working order for as long as the **HIGHWAY AUTHORITY** determines these **WARNING DEVICES** are adequate and necessary at the location(s) notated below;

Barton Street, 307516W MP 429.16 Cherokee Subdivision

- B. The parties hereto recognize the State of Iowa may provide a portion of the annual maintenance costs of such warning devices from the State of Iowa's Grade Crossing Safety Fund. The **HIGHWAY AUTHORITY** shall pay and make whole the **COMPANY** for any and all remaining costs not paid the **COMPANY** by the State of Iowa, which include but are not limited to maintenance, renewal, inspection, and damages to and associated with the existence of these **WARNING**

DEVICES being installed under this AGREEMENT. The COMPANY's bills to the HIGHWAY AUTHORITY for reimbursement of remaining costs shall be at the COMPANY's standard additives at the full applicable rates and surcharges then in effect and approved by the Federal Highway Administration.

- C. Once installed, and except as provided in Section B above, the WARNING DEVICES shall not be removed unless such devices are determined by the HIGHWAY AUTHORITY to be no longer necessary. Upon that determination, the COMPANY may elect to remove these devices at the HIGHWAY AUTHORITY's expense.

In the event the COMPANY's track at the WARNING DEVICES is abandoned or removed by the COMPANY within ten (10) years from formal acceptance of installation by the HIGHWAY AUTHORITY, the COMPANY shall relocate the applicable WARNING DEVICES to another location on the COMPANY as determined by the HIGHWAY AUTHORITY. Once relocated, the terms and conditions of this AGREEMENT shall apply with respect to any and all costs not paid the COMPANY by the State of Iowa, which include but are not limited to maintenance, renewal, inspection, and damages to and associated with the existence of these WARNING DEVICES.

If these warning devices are not relocated, the COMPANY may either deliver the removed warning devices, or pay the net salvage value to the HIGHWAY AUTHORITY for the value of the materials salvaged by the COMPANY.

- D. Should the HIGHWAY AUTHORITY's request for federal funds under 23 USC Section 130 be granted and used, and should the COMPANY thereafter agree to provide materials for the HIGHWAY AUTHORITY's new WARNING DEVICES in compliance with 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141 Buy America Requirements, the COMPANY agrees, without any liability whatsoever, to provide in good faith effort Buy America compliant materials, and further to maintain documentation/certification of all products of iron, steel, or a coating of steel that are incorporated into the WARNING DEVICES for a period of three (3) years after formal acceptance of installation by the HIGHWAY AUTHORITY.

If HIGHWAY AUTHORITY rather elects to secure such materials directly, the COMPANY will also agree to assist HIGHWAY AUTHORITY in their efforts to secure such materials. Any material provided by HIGHWAY AUTHORITY to COMPANY shall meet COMPANY's standards/requirements, and all such provided materials shall be subject to COMPANY inspection and rejection by COMPANY. In the event the HIGHWAY AUTHORITY fails to secure or provide all the necessary material products of iron, steel, or a coating of steel needed by the COMPANY to install the HIGHWAY AUTHORITY's new WARNING DEVICES, and the COMPANY is able and willing to provide such needed materials, the HIGHWAY AUTHORITY shall separately reimburse COMPANY directly for all such materials.

The HIGHWAY AUTHORITY agrees to hold the COMPANY harmless and make it whole for any failure of the COMPANY provided materials to the HIGHWAY AUTHORITY to be in compliance with 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141 Buy America Requirements.

It is agreed between the COMPANY and HIGHWAY AUTHORITY to incorporate by reference the "WHEREAS" clauses set forth above as if fully set forth herein, and each party agrees to be fully bound thereby.

This AGREEMENT is binding upon all successors and assigns, and constitutes the ENTIRE agreement and understanding between the COMPANY and the HIGHWAY AUTHORITY and supersedes all other offers, negotiations, and agreements. Modifications to this AGREEMENT, and amendments or addenda thereto, must be agreed upon in writing by both parties and executed by both parties.

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

Authorized by the Mayor of the City of Storm Lake, Buena Vista County, Iowa, on the ____ day of _____, 2016, per Resolution _____ and executed by _____, the Mayor of the City of Storm Lake acting by and on behalf of City of Storm Lake, Iowa, this the ____ day of _____, 2016.

City of Storm Lake

BY: _____
Mayor, City of Storm Lake

ATTEST:

Clerk, City of Storm Lake

Approved by _____, _____,
of the Chicago, Central & Pacific Railroad Company, this the ____ day of _____, 2016.

BY: _____
Regional Chief Engineer



2018 Highway-Railroad Crossing Safety Program

September 13, 2016

Funding Availability for Crossing Safety

- Iowa Highway-Railroad Crossing Safety Program Fund

- FY 2017 - \$700,000

same amount as 1st appropriated at inception in 1982...35 years ago

- FHWA Federal Aid Highway Crossing Safety Program

- FFY 2017 - \$5.5 M



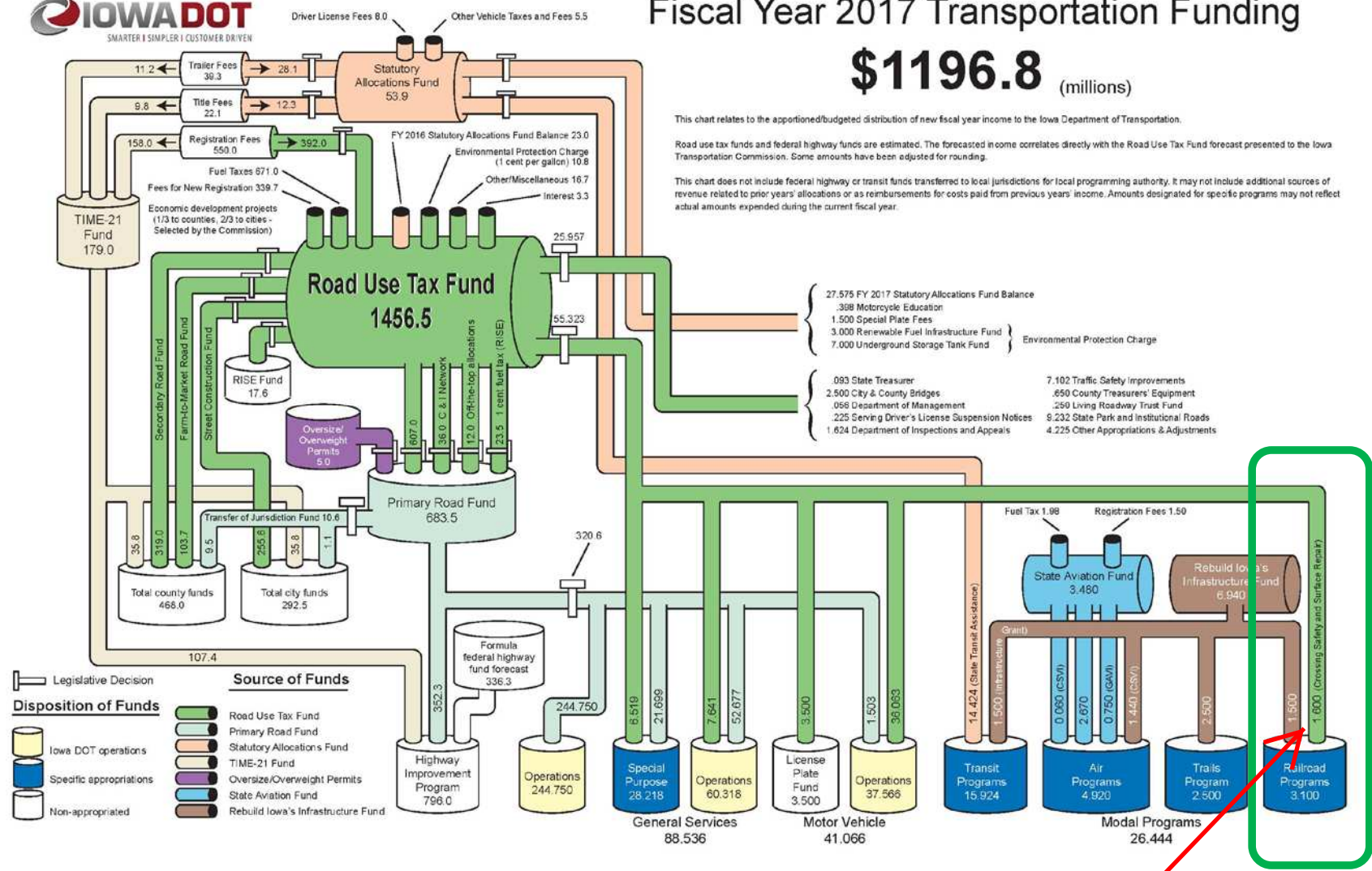
Fiscal Year 2017 Transportation Funding

\$1196.8 (millions)

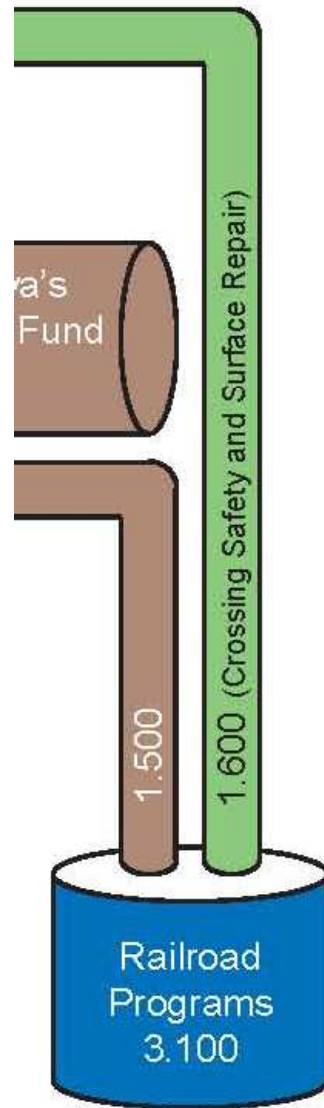
This chart relates to the apportioned/budgeted distribution of new fiscal year income to the Iowa Department of Transportation.

Road use tax funds and federal highway funds are estimated. The forecasted income correlates directly with the Road Use Tax Fund forecast presented to the Iowa Transportation Commission. Some amounts have been adjusted for rounding.

This chart does not include federal highway or transit funds transferred to local jurisdictions for local programming authority. It may not include additional sources of revenue related to prior years' allocations or as reimbursements for costs paid from previous years' income. Amounts designated for specific programs may not reflect actual amounts expended during the current fiscal year.



ie. \$900K for GCSRF and \$700K for GCSF... same as Iowa first appropriated in 1982... 35 yrs ago

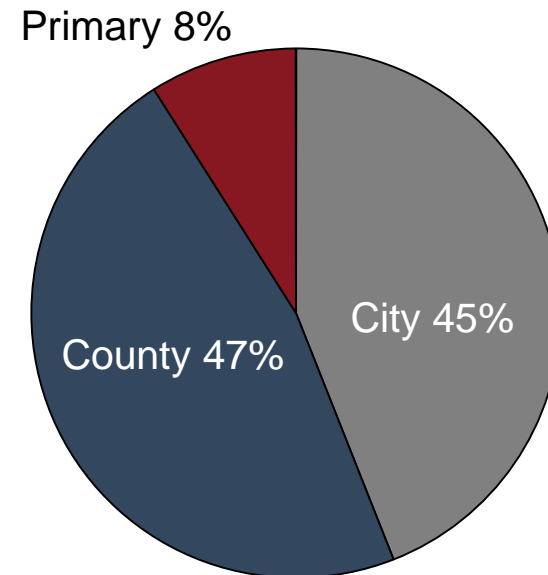
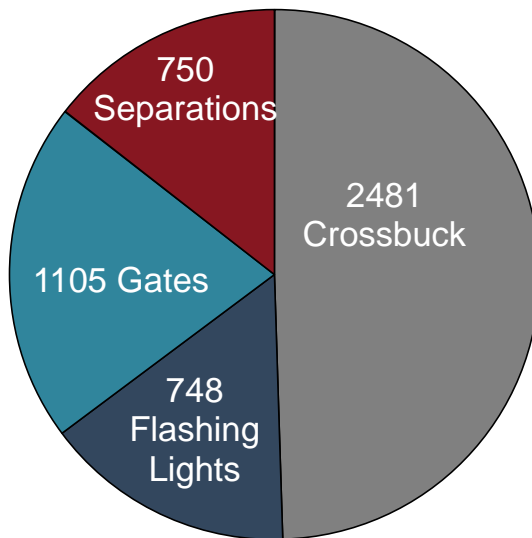


- Highway-Railroad Crossing Safety Program Fund

\$700,000 annual allocation by the Legislature

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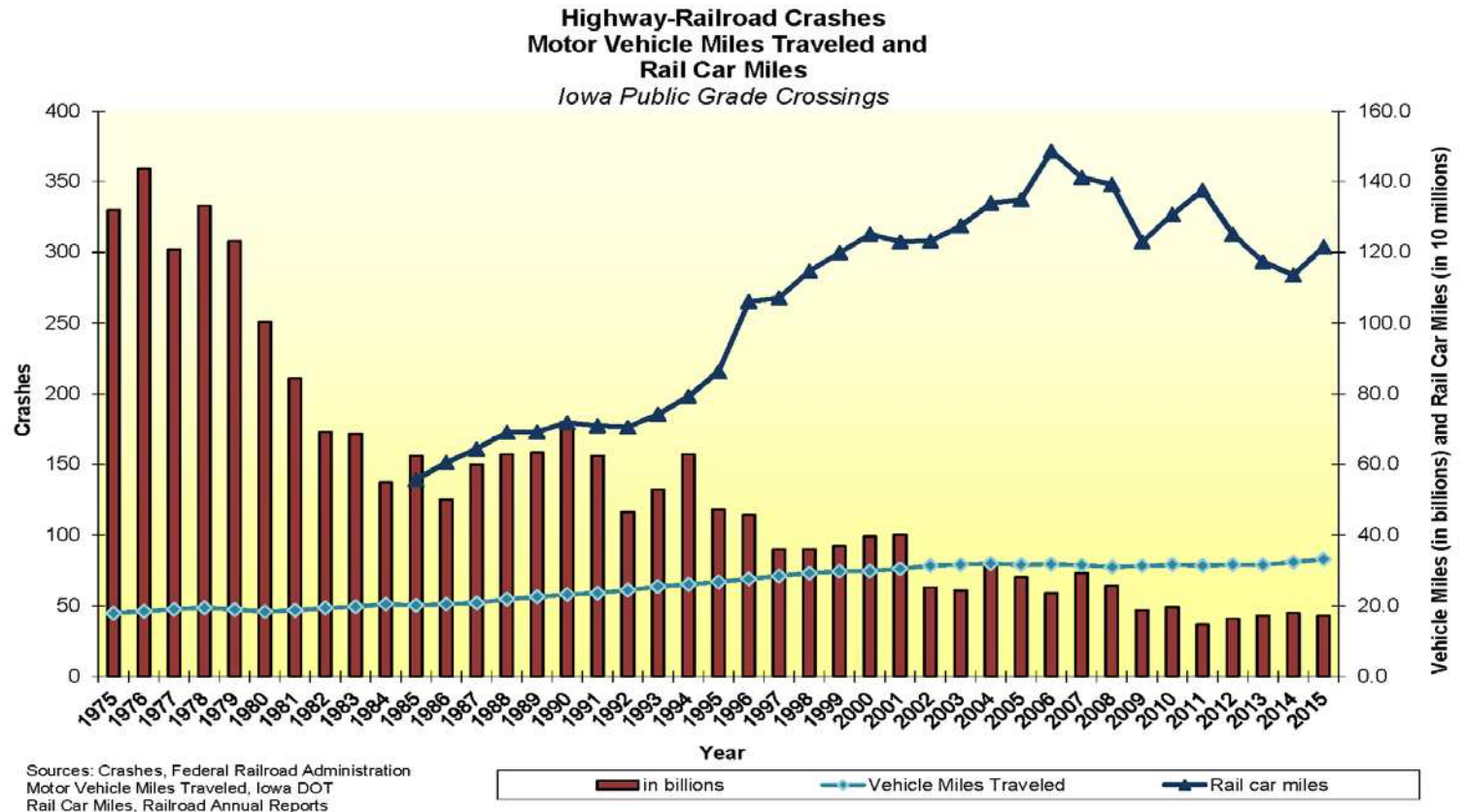
Iowa Highway-Railroad 5084 Public Crossings





2018 Highway-Railroad Crossing Safety Program

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Funding Information for Safety Program

- 1 90% Federal Funds
- 2 10% match by Highway Authority or Railroad
- 3 Applicant - Highway Authority or Railroad
- 4 Project Selection – based on Benefit Cost Ratio
- 5 **FFY 2017 appropriation: \$5.5 M**
- 6 **Additional funding - underruns/closeouts: \$2.25 M**

Benefit/ Cost Ratio	Award	County	Highway Jurisdiction	Road Location	Crossing I.D.	Railroad	Applicant
4.7	\$300,000	Boone	Boone County	Key Lane	190316G	JP	JP
3.4	\$200,000	Monona	Onawa	Cameo Street	191250M	JP	JP
2.9	\$300,000	Worth	Manly	Main Street	876213F	JP	JP
1.7	\$400,000	Wayne	Allerton	Green Street	604559H	JP	JP
1.2	\$250,000	Mahaska	Oskaloosa	6th Avenue West	200101N	JP	JP
1.1	\$225,000	Plymouth	DOT District 3	IA Hwy 3	307638B	CC/UP	JP
1.1	\$200,000	Cherokee	Cherokee	W. Cherry Street	307577m	CC	Cherokee
0.9	\$220,000	Butler	DOT District 2	IA Hwy 14	307229J	CC	DOT
0.6	\$250,000	Dallas	West Des Moines	Jordan Creek Pkwy	193010M	JP	JP
0.5	\$200,000	Monroe	Lovilla	E. 19th Street	074132P	BNSF	Lovilla
0.5	\$200,000	Monroe	Lovilla	E. 22nd Street	074133W	BNSF	Lovilla
0.5	\$195,000	Cerro Gordo	Mason City	Birch Drive	380011J	DME	Mason City
0.5	\$305,000	Polk	Polk County	SE 52nd Street	602474Y	JP	JP
0.5	\$180,000	Buena Vista	Storm Lake	Gilbert Street	307492K	CC	Storm Lake
0.5	\$180,000	Worth	Grafton	Fourth Street	380040U	DME	City
0.5	\$200,000	Poweshiek	Searsboro	4th Street	193121E	JP	JP
0.5	\$190,000	Buchanan	Buchanan County	Pine Creek Avenue	307062A	CC	Buchanan County
0.5	\$180,000	Buena Vista	Storm Lake	Radio Road	307494Y	CC	Storm Lake
0.4	\$180,000	Cerro Gordo	Mason City	12th Street NE	380012R	JP	Mason City
0.4	\$200,000	Monroe	Lovilla	E. 14th Street	074131H	BNSF	Lovilla
0.4	\$190,000	Cherokee	Cherokee County	Eagle Street	307585E	CC	CC
0.4	\$200,000	Pocahontas	Laurens	N. 1st Street	196915X	JP	Laurens
0.4	\$200,000	Cerro Gordo	Cerro Gordo County	190th Street	876193W	JP	JP
0.4	\$245,000	Worth	Worth county	380th	876215U	JP	JP
0.4	\$200,000	Buena Vista	Alta	Lake Street	307525V	CC	Alta
0.4	\$200,000	Lucas	Lucas County	242nd Avenue	604483E	JP	Lucas County
0.4	\$210,000	Story	Story County	190th Street	876085A	JP	JP
0.4	\$200,000	Hancock	Forest City	Crystal lake Road	599346J	JP	Forest City
0.4	\$180,000	Sioux	Sioux Center	9th Street SW	097458V	BNSF	BNSF
0.4	\$180,000	Delaware	Delaware	Third Street	307021V	CC	Delaware
0.4	\$210,000	Story	Story County	Dubois Avenue	876092K	JP	JP
0.4	\$185,000	Wayne	Wayne County	County Rd S50	375657P	DME	Wayne County
0.4	\$200,000	Kossuth	Kossuth County	170th Street	197062T	JP	Kossuth County
0.4	\$195,000	Marshall	Gilman	Strait Street	193068V	JP	JP
0.4	\$220,000	Allamakee	Allamakee County	Winfield Road	376195E	DME	DME
0.4	\$180,000	Linn	Cedar Rapids	12th Avenue SE	190495A	JP	JP

Total 7,750,000

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I O W A

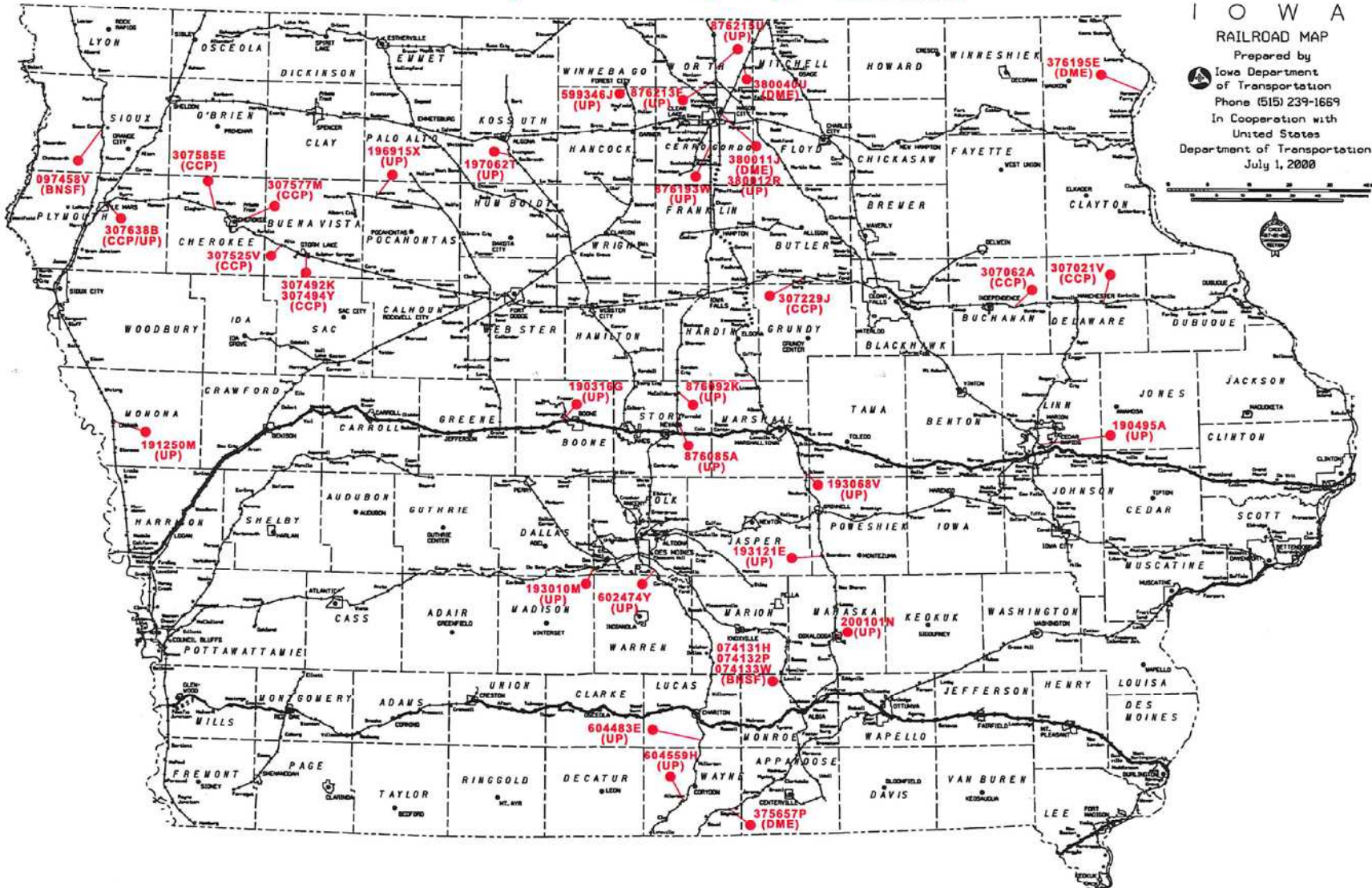
Iowa Department

of Transportation
Phone: (515) 228-1658

Phone (515) 239-1669
In Cooperation with

United States

Department of Transportation
July 1, 2000





2018 Highway-Railroad Crossing Safety Program

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Questions?