

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
DECEMBER 5, 2016
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
 - A. Park Development Donation On Behalf Of Precision Pipeline, LLC
2. Consent Agenda
 - A. Approve Consent Agenda
 - B. **Buy Local Information**
3. Iowa Lake's Corridor Update
4. Motion to Approve REAP Grant Agreement - Park Acquisition
5. Motion to Approve Amendment #1 to CDBG Administrative Services Contract
6. Resolution No. 51-R-2016-2017 Approving the Prohibition of the Use of Excessive Force Policy
7. Resolution No. 52-R-2016-2017 Approving the Affirmative Fair Housing Policy
8. Resolution No. 53-R-2016-2017 Adopting Procurement Policy
9. Study Session Concerning North Raccoon River Watershed Management Authority
10. Study Session Concerning Mandatory Residential Garbage Collection Service
11. Closed Session Reference Iowa Code Chapter 21.5 (c) Matters of Litigation
12. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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



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Staff Summary

12/5/2016

Agenda Item # A.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

[p \(712\) 732-8000](tel:(712)732-8000)

[f \(712\) 732-4114](tel:(712)732-4114)

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Park Development Donation On Behalf Of Precision Pipeline, LLC

BACKGROUND: Tonight the Project Manager for Precision Pipeline will present Council with a donation for the creation of the new City park.

FISCAL IMPACT: Funding for park equipment

RECOMMENDATION: Hear the presentation and receive the donation on behalf of the City.

Staff Summary

12/5/2016

Agenda Item # A.



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

FROM: Mayra Martinez, Deputy 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 November 21, 2016 City Council Minutes
- Approve liquor license renewal for Ahuachapan Restaurant
- Approve Native Wine Permit renewal for Hy-Vee #1634 and The Daily Apple.

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$373,342.60
- King's Pointe Bills - \$134,588.82
- Sunrise Pointe Golf Course Bills - \$807.92

The City will receive the following revenues:

- Liquor license renewal - \$300.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ List of Bills - King's Pointe & Sunrise Pointe	List of Bills
☐ Minutes - November 21, 2016	Minutes
☐ Ahuachapan Restaurant Liquor Report	Backup Material

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

Checks for Approval Report

From: 11/22/16 To 12/05/16
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00554.11.2016 Aflac Pretax	444.98
AFLAC	PR Batch 00554.11.2016 Aflac After tax	93.38
ALCAZAR DAVID	Refund Check	38.30
City of Storm Lake	PR Batch 00554.11.2016 Dental employee/child	6.00
City of Storm Lake	PR Batch 00554.11.2016 Dental insurance employee c	22.88
City of Storm Lake	PR Batch 00554.11.2016 Dental employee/spouse	14.91
City of Storm Lake	PR Batch 00554.11.2016 Dental insurance family	76.67
City of Storm Lake	PR Batch 00554.11.2016 125 Flexible Benefits	532.97
City of Storm Lake	PR Batch 00554.11.2016 Flex- Child Care	91.00
City of Storm Lake	PR Batch 00554.11.2016 Health Insurance Family	1,598.77
City of Storm Lake	PR Batch 00554.11.2016 Health Insurance Single	487.30
Collection Services Center	PR Batch 00554.11.2016 Child Support Payments to I	222.00
Conseco Health Insurance Co	PR Batch 00554.11.2016 Cancer Pre Tax Insurance	41.04
CRUZ VAZQUEZ JORGE	Refund Check	32.08
CRUZ VAZQUEZ JORGE	Refund Check	70.55
CRUZ VAZQUEZ JORGE	Refund Check	21.74
CRUZ VAZQUEZ JORGE	Refund Check	2.25
CRUZ VAZQUEZ JORGE	Refund Check	10.22
EFTPS	PR Batch 00554.11.2016 Federal Income Tax	11,554.41
EFTPS	PR Batch 00554.11.2016 FICA Employee Portion	3,700.66
EFTPS	PR Batch 00554.11.2016 FICA Employer Portion	3,700.66
EFTPS	PR Batch 00554.11.2016 Medicare Employee Portion	1,488.38
EFTPS	PR Batch 00554.11.2016 Medicare Employer Portion	1,488.38
GARCIA MERINO JULIO	Refund Check	69.84
GRACIA MOISES	Refund Check	26.08
GUTIERREZ MARIA	Refund Check	33.16
GUTIERREZ MARIA	Refund Check	80.18
GUTIERREZ MARIA	Refund Check	22.45
GUTIERREZ MARIA	Refund Check	2.38
GUTIERREZ MARIA	Refund Check	10.57
ICMA Retirement Trust 457	PR Batch 00554.11.2016 ICMA	1,605.00
Iowa Public Employees	PR Batch 00554.11.2016 IPERS	3,450.16
Iowa Public Employees	PR Batch 00554.11.2016 IPERS City Share	5,178.06
ITT Hartford AMS RPVA	PR Batch 00554.11.2016 457 Hartford	350.00
LAY MIT	Refund Check	28.41
LAY MIT	Refund Check	85.96
LAY MIT	Refund Check	16.57
LAY MIT	Refund Check	1.98
LAY MIT	Refund Check	7.81
MARTE AURORA	Refund Check	33.24
MELO-SANTANALEPE MARIO	Refund Check	60.47
MOHAMED KYIAR	Refund Check	30.24
MOHAMED KYIAR	Refund Check	44.30
MOHAMED KYIAR	Refund Check	7.11
MOHAMED KYIAR	Refund Check	2.11
MOHAMED KYIAR	Refund Check	3.35
MONTANO MARIANA	Refund Check	60.59
MUELLER OR ANDREW	Refund Check	53.97
Muni Fire/Police Retire	PR Batch 00554.11.2016 Muni Police/Fire Pension	3,387.70
Muni Fire/Police Retire	PR Batch 00554.11.2016 Muni Police/Fire Pension Ci	9,341.39
OLDENKAMP JACYLN	Refund Check	9.42
OLDENKAMP JACYLN	Refund Check	26.09
OLDENKAMP JACYLN	Refund Check	5.64
OLDENKAMP JACYLN	Refund Check	0.65
OLDENKAMP JACYLN	Refund Check	2.65
PARRA HERNANDEZ BIVIANA	Refund Check	117.90
RAMIREZ DIONICIA	Refund Check	42.88

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RAMIREZ-MIRELES JOSE	Refund Check	8.08
RIT KAR	Refund Check	28.86
RIT KAR	Refund Check	49.31
RIT KAR	Refund Check	12.08
RIT KAR	Refund Check	2.02
RIT KAR	Refund Check	5.68
SALDANA CORONA FERNANDO	Refund Check	28.77
SALDANA CORONA FERNANDO	Refund Check	50.86
SALDANA CORONA FERNANDO	Refund Check	19.50
SALDANA CORONA FERNANDO	Refund Check	2.03
SALDANA CORONA FERNANDO	Refund Check	9.17
SANTELLAN JOSE	Refund Check	32.97
SANTELLAN JOSE	Refund Check	69.23
SANTELLAN JOSE	Refund Check	15.15
SANTELLAN JOSE	Refund Check	2.29
SANTELLAN JOSE	Refund Check	7.14
SANTOS GALLARDO ROBERTO	Refund Check	160.00
STABELFELD AMANDA	Refund Check	35.40
STABELFELD AMANDA	Refund Check	64.09
STABELFELD AMANDA	Refund Check	24.02
STABELFELD AMANDA	Refund Check	2.48
STABELFELD AMANDA	Refund Check	11.32
TANNER CHAD	Refund Check	10.82
TANNER CHAD	Refund Check	14.08
TANNER CHAD	Refund Check	1.45
TANNER CHAD	Refund Check	0.76
TANNER CHAD	Refund Check	0.68
Teamsters Local Union 554	PR Batch 00554.11.2016 Union Dues	184.50
Treasurer State Of Iowa	PR Batch 00554.11.2016 State Income Tax	4,231.63
TROENDLE MASON	Refund Check	86.12
VALLADARES LEYANI	Refund Check	92.86
WAGNER CRYSTAL	Refund Check	119.64
WOODARD JESSICA	Refund Check	66.41

UNAVAILABLE **Department Total =** 55,387.24

Police Department

Central Iowa Distributing, Inc	Supplies	65.00
City of Storm Lake	Health Ins Allocations Dec2016	23,897.92
Crescent Electric Supply Co	Line	60.84
Hy-Vee, Inc	Supplies	20.97
Iowa Law Enforcement Academy	Open Sight Re-Cert- Cole	125.00
Police Exec Research Forum	FY2017 Subscription	200.00
Principal Life Ins Co	Insurance Premium Dec 2016	2,245.15
Prosser Mark	FC Assessment Interviews- Webster City- Prosser	47.25
Rebnord Technologies Inc	Acer Monitor- Silvia	189.99
Storm Lake Times The	FY2017 Subscription- PD	59.95
Thomas Manufacturing Co Inc RJ	Decals	204.40
Wal Mart #01-1526	Supplies	53.82
Wal Mart #01-1526	Supplies	53.82
Wal Mart #01-1526	Supplies	5.28
Wal Mart #01-1526	Supplies	34.64
Wal Mart #01-1526	Supplies	6.97

Police Department **Department Total =** 27,271.00

Fire Department

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Bomgaars Supply, Inc	Battery	6.99
Bomgaars Supply, Inc	Valve & Nipples	18.75
Central Iowa Distributing, Inc	Cleaning Supplies	72.50
Central Iowa Distributing, Inc	Supplies	178.70
City of Storm Lake	Health Ins Allocations Dec2016	2,193.42
Feld Equipment Company, Inc Ed M	Battery	35.00
Fevold Joshua	Training- Ames- Fevold	274.16
Principal Life Ins Co	Insurance Premium Dec 2016	181.67
TrueNorth Companies	2017 Insurance Premium Vol FF	359.10

Fire Department **Department Total =** 3,320.29

Building Official

City of Storm Lake	Health Ins Allocations Dec2016	2,168.17
Principal Life Ins Co	Insurance Premium Dec 2016	138.59

Building Official **Department Total =** 2,306.76

Crime Prevention

Erskine Todd	Rooms for Operation Fall Fling	152.76
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Crime Prevention **Department Total =** 152.76

Roadway Maintenance

Bierschbach Equipment & Supply Company, Inc	Joint Sealant	1,486.00
Bierschbach Equipment & Supply Company, Inc	Joint Sealant	1,296.00
Bomgaars Supply, Inc	Swivel Caster	13.99
Central Iowa Distributing, Inc	Cleaning Supplies	380.40
City of Storm Lake	Service #35	124.39
City of Storm Lake	Health Ins Allocations Dec2016	6,799.17
CNH Industrial America LLC	Gutter Kit	38.95
Etnyre Jason	NEWPCD Tech Mtg- Spencer- Etnyre	41.04
Fastenal Company	Supplies	8.59
Fastenal Company	Supplies	22.34
General Traffic Controls Inc	Bell Camera- Milwaukee & Oneida	12,904.00
Principal Life Ins Co	Insurance Premium Dec 2016	428.91
ProBuild	Ducttape & Supplies	110.17
Stanton Electric, Inc	Photo Eye for Xmas Lights	31.64
Wal Mart #01-1526	Lights	68.60
Wede's Lock Service Joe	Padlocks (6)	67.50
Winther, Stave & Co, LLP	FY2016 Audit Services through 11/15/2016	2,000.00

Roadway Maintenance **Department Total =** 25,821.69

Snow Removal

City of Storm Lake	Health Ins Allocations Dec2016	2,228.08
Principal Life Ins Co	Insurance Premium Dec 2016	122.63

Snow Removal **Department Total =** 2,350.71

Airport

Bart's Flying Service	Airport Contract November 2016	5,063.04
Bomgaars Supply, Inc	Lights	78.75
Neuroth Kevin	4th Qtr Garbage Service 2016	161.25

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Airport

Department Total = 5,303.04

Library

Baker & Taylor, Inc	Books	7.81
Baker & Taylor, Inc	Books	15.77
Baker & Taylor, Inc	Books	13.54
Barnes & Noble Booksellers, Inc	Books	345.31
Barnes & Noble Booksellers, Inc	Books	62.38
Barnes & Noble Booksellers, Inc	DVD	29.99
Barnes & Noble Booksellers, Inc	DVD	4.99
Barnes & Noble Booksellers, Inc	Books	39.99
Barnes & Noble Booksellers, Inc	Books	150.27
Barnes & Noble Booksellers, Inc	Books Returned	-25.60
Bomgaars Supply, Inc	Lights	79.90
Bomgaars Supply, Inc	Lights	39.95
Bomgaars Supply, Inc	Library Sign Supplies	22.04
Brodart Co	Books	17.67
Brodart Co	Books	16.69
Brodart Co	Books	17.48
Brodart Co	Books	76.25
Brodart Co	Books	24.40
Brodart Co	Books	172.79
Central Iowa Distributing, Inc	Cleaning Supplies	39.10
City of Storm Lake	Health Ins Allocations Dec2016	5,668.83
Custodian of Petty Cash Kim Mehlenbacher	October 2016 Postage	221.71
Freese Ruth	October 2016 Homebound Mileage	10.26
Hy-Vee, Inc	Supplies	8.06
Hy-Vee, Inc	Supplies	9.77
Hy-Vee, Inc	Supplies	7.15
Ingram Library Services, Inc	Books	13.53
Ingram Library Services, Inc	Books	13.53
Ingram Library Services, Inc	Books	12.81
Ingram Library Services, Inc	Books	52.06
Ingram Library Services, Inc	Books	10.04
Ingram Library Services, Inc	Books	12.18
Ingram Library Services, Inc	Books	15.61
Ingram Library Services, Inc	Books	15.61
Ingram Library Services, Inc	Books	38.01
Ingram Library Services, Inc	Books	10.84
Ingram Library Services, Inc	Books	17.36
Ingram Library Services, Inc	Books	11.93
Ingram Library Services, Inc	Books	35.77
Ingram Library Services, Inc	Books	13.09
Ingram Library Services, Inc	Books	20.28
Ingram Library Services, Inc	Books	18.60
Ingram Library Services, Inc	Books	18.52
Ingram Library Services, Inc	Books	12.48
Ingram Library Services, Inc	Books	21.21
Ingram Library Services, Inc	Books	22.36
Ingram Library Services, Inc	Books	36.43
Ingram Library Services, Inc	Books	13.02
Ingram Library Services, Inc	Books	22.36
Ingram Library Services, Inc	Books	34.55
Midwest Tape LLC	DVDs	40.93
Midwest Tape LLC	DVDs	177.37
Midwest Tape LLC	DVDs	211.22
Midwest Tape LLC	DVDs	27.29

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Principal Life Ins Co	Insurance Premium Dec 2016	195.41
Recorded Books LLC	CDs	23.17
Recorded Books LLC	CDs	62.99
Seiler Plumbing & Heating Inc	Furnace Repairs	83.79
Swift Air, Inc.	Air Conditioner Repairs	527.62

Library	Department Total =	8,918.47
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Parks Department

Bomgaars Supply, Inc	Couplings	97.98
Central Iowa Distributing, Inc	Cleaning Supplies	358.80
City of Storm Lake	Health Ins Allocations Dec2016	2,176.00
Midwest Turf & Irrigation	Idler Pulley, Coolant, Coil, & Latch	641.03
Principal Life Ins Co	Insurance Premium Dec 2016	197.52
Storm Lake Hydraulics Co Inc	Piper Adapter	13.82

Parks Department	Department Total =	3,485.15
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Golf Course

Bomgaars Supply, Inc	Grease & Antifreeze	54.45
Bomgaars Supply, Inc	Flapper, Bait Station, & Adapter	12.47
Bomgaars Supply, Inc	Mouse Traps	14.25
City of Storm Lake	Health Ins Allocations Dec2016	620.50
Principal Life Ins Co	Insurance Premium Dec 2016	72.13
Turfwerks	Mower Supplies	884.78

Golf Course	Department Total =	1,658.58
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Campgrounds

City of Storm Lake	Health Ins Allocations Dec2016	206.92
Principal Life Ins Co	Insurance Premium Dec 2016	24.04

Campgrounds	Department Total =	230.96
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Shelter House

Bomgaars Supply, Inc	4-Wire Flat	21.97
Plumbing & Heating Wholesale, Inc	Closet Flange Extension	10.32
Plumbing & Heating Wholesale, Inc	Closet Flange Extension Returned	-10.32
Plumbing & Heating Wholesale, Inc	Supplies	4.03

Shelter House	Department Total =	26.00
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Dohrman Trust

Century Business Products,Inc	Copier Maintenance Agreement (Partial)	15.00
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Dohrman Trust	Department Total =	15.00
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Housing Program

R Wise Construction Inc	Pay Request #1 for 1605 Rose Lane	13,484.00
R Wise Construction Inc	Pay Request #1 for 1612 Rose Lane	8,352.00
Simmering-Cory Inc	Administrative Services	7,220.00

Housing Program	Department Total =	29,056.00
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Dredging

City of Storm Lake	Health Ins Allocations Dec2016	158.42
Principal Life Ins Co	Insurance Premium Dec 2016	20.48

Dredging

Department Total = 178.90

Mayor, Council, Manager

City of Storm Lake	Health Ins Allocations Dec2016	22.82
Principal Life Ins Co	Insurance Premium Dec 2016	50.14

Mayor, Council, Manager

Department Total = 72.96

Policy & Administration

City of Storm Lake	Health Ins Allocations Dec2016	1,582.25
Principal Life Ins Co	Insurance Premium Dec 2016	113.86

Policy & Administration

Department Total = 1,696.11

City Hall Building

Steve's Window Svc	Window Cleaning Services	37.00
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City Hall Building

Department Total = 37.00

Tort Liability

Edwards Storm Lake	Accident Repairs P-12	7,219.04
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Tort Liability

Department Total = 7,219.04

Other Policy & Administration

Centro Print Solutions	W-2s & 1099s	70.66
Color-ize Inc	Envelopes	59.99
Color-ize Inc	City Tidbits- Dec 2016	49.00
Iowa Office Supply Inc	Office Supplies	17.18
NW IA League of Cities	11/17/2016 Meeting	45.00
Patrick James H	NW Iowa Planning Mtg- Spencer- Patrick	41.04
Pitney Bowes Inc.	Postage Ink	61.19
Qualified Presort Service, LLC	City Tidbits	204.53
Storm Lake United	Membership Banquet for 6	180.00
Winther, Stave & Co, LLP	FY2016 Audit Services through 11/15/2016	10,000.00

Other Policy & Administration

Department Total = 10,728.59

Water Administration

Centro Print Solutions	W-2s & 1099s	70.66
City of Storm Lake	Health Ins Allocations Dec2016	3,090.49
Color-ize Inc	Envelopes	59.99
Iowa Office Supply Inc	Office Supplies	17.18
Pitney Bowes Inc.	Postage Ink	61.19
Principal Life Ins Co	Insurance Premium Dec 2016	224.97
Qualified Presort Service, LLC	Monthly Statements	387.23
Qualified Presort Service, LLC	ACH Final Bills	1.66

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Qualified Presort Service, LLC	Final Bills	11.26
Qualified Presort Service, LLC	Past Due Notices	79.17
Qualified Presort Service, LLC	ACH Statements	90.28
Qualified Presort Service, LLC	Final Bills	4.20
Winther, Stave & Co, LLP	FY2016 Audit Services through 11/15/2016	2,000.00

Water Administration

Department Total = 6,098.28

Water Plant

Bomgaars Supply, Inc	Springs	15.92
Bomgaars Supply, Inc	Gloves	15.99
Bomgaars Supply, Inc	Slaker Supplies	26.31
City of Storm Lake	Health Ins Allocations Dec2016	5,646.58
Control System Specialists, LLC	New Boiler Installation- WTP	9,690.00
Davis Mike	IAMU Fall Training- Des Moines- Davis	400.12
Eaton Comperssor & Fabrication, Inc	Oil & Filters for Compressor	1,251.28
Fisher Scientific Company, LLC	Supplies- Less Tax	457.37
Hupp Electric Motors	Hoist Parts	256.86
Mississippi Lime Company	Lime	4,599.90
Mississippi Lime Company	Lime	4,558.10
Mississippi Lime Company	Lime	4,632.20
Mississippi Lime Company	Lime	4,734.80
Mississippi Lime Company	Lime	4,664.50
PraxAir inc	Carbon Dioxide	920.77
PraxAir inc	Carbon Dioxide	1,022.31
Principal Life Ins Co	Insurance Premium Dec 2016	393.33
Rebnord Technologies Inc	Water Operator's App	17.94
UPS Store The	Shipping	3.75
Ziegler Inc	Well #20 Repairs	1,608.31
Ziegler Inc	Well #14 Repairs	1,216.51
Ziegler Inc	WTP Generator Repairs	353.68

Water Plant

Department Total = 46,486.53

Water Distribution

Alta Implement Company Inc	Float	31.63
Bomgaars Supply, Inc	Spraypaint	14.37
Bomgaars Supply, Inc	Clamps	27.29
City of Storm Lake	Health Ins Allocations Dec2016	1,557.00
Fastenal Company	Cones Returned	-224.16
Fastenal Company	Supplies	106.43
Ferguson Enterprises Inc	Supplies	90.74
Principal Life Ins Co	Insurance Premium Dec 2016	123.22
Rent-All	Air Compressor Rental	70.00
Underground Location Company	Locates	64.90
Wal Mart #01-1526	Supplies	136.13

Water Distribution

Department Total = 1,997.55

Water Meters

Bomgaars Supply, Inc	Drill Bits	11.37
City of Storm Lake	Health Ins Allocations Dec2016	1,239.92
Edwards Storm Lake	Oil Filter Repairs & Oil	35.73
Municipal Supply, Inc.	Meters	5,649.13
Principal Life Ins Co	Insurance Premium Dec 2016	12.87
Sensus Metering Systems Inc.	Autogun Repairs	435.13

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Water Meters

Department Total = 7,384.15

Wastewater Administration

Centro Print Solutions	W-2s & 1099s	70.65
City of Storm Lake	Health Ins Allocations Dec2016	3,080.00
Color-ize Inc	Envelopes	59.99
Iowa Office Supply Inc	Office Supplies	17.18
Pitney Bowes Inc.	Postage Ink	61.19
Principal Life Ins Co	Insurance Premium Dec 2016	224.92
Qualified Presort Service, LLC	Monthly Statements	387.23
Qualified Presort Service, LLC	Final Bills	4.20
Qualified Presort Service, LLC	ACH Statements	90.28
Qualified Presort Service, LLC	Past Due Notices	79.17
Qualified Presort Service, LLC	ACH Final Bills	3.29
Winther, Stave & Co, LLP	FY2016 Audit Services through 11/15/2016	2,000.00

Wastewater Administration

Department Total = 6,078.10

Wastewater Treatment Plant

Bomgaars Supply, Inc	Supplies for Memorial LS	52.11
Bomgaars Supply, Inc	Supplies for Memorial LS	27.77
Bomgaars Supply, Inc	Supplies for Memorial LS	8.36
Bomgaars Supply, Inc	Supplies for Memorial LS	7.78
Bomgaars Supply, Inc	Hyd Fluid for Brown Bear	119.96
Bomgaars Supply, Inc	Shop Supplies	56.02
Bomgaars Supply, Inc	Lab Supplies	17.98
Bomgaars Supply, Inc	Shop Supplies	62.88
Bomgaars Supply, Inc	Emerald Park LS Supplies	103.22
Bomgaars Supply, Inc	Blade Set	29.99
Bomgaars Supply, Inc	Grease Hose & Supplies	42.53
Central Iowa Distributing, Inc	Cleaning Supplies	103.59
Century Link	Phone Service November 2016	226.32
City of Storm Lake	Health Ins Allocations Dec2016	5,207.08
Color-ize Inc	WWTP Operations Books	186.40
Foundation Analytical Laboratory Inc	Testing Services	344.00
Foundation Analytical Laboratory Inc	Testing Services	2,097.00
Graffix, Inc	Uniforms	710.55
Iowa Office Supply Inc	Lab Supplies	26.75
LeGrant Law Firm PC	Reiman's Attorney Fees & Expenses	4,850.00
Mike's Electronics Inc	Service Call- Ice House LS	40.00
Mike's Electronics Inc	Service Call- Memorial LS	571.59
Principal Life Ins Co	Insurance Premium Dec 2016	209.14
Ramos Daniel	Exam Fee- Drinking Water Dist Grade 1	40.00
Ramos Daniel	Cert Fee- Drinking Water Dist Grade 1	40.00
Rasmussen's	Ford Pickup Light Switch Knob	12.50
Recycle Center Harold Rowley	Recycling	34.84
Recycle Center Harold Rowley	Recycling	35.88
Reiman Patrick	All other damages allegedly sustained	15,075.00
Stanton Electric, Inc	Replaced Ground in Fiber Pull Box	663.21
University Enterprises, Inc	Books for Class- Ramos	496.00
USA Blue Book	Odor Control- 3rd & College LS	927.41
Wal Mart #01-1526	Lab Supplies	47.40
Wal Mart #01-1526	Shop Supplies	36.29
Wal Mart #01-1526	Lab Supplies	30.83

Wastewater Treatment Plant

Department Total = 32,540.38

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

Checks for Approval Report

From: 11/22/16 To 12/05/16
User: tyler.gibbins

Wastewater Collection

City of Storm Lake	Health Ins Allocations Dec2016	1,557.00
Principal Life Ins Co	Insurance Premium Dec 2016	123.22
Underground Location Company	Locates	64.90

Wastewater Collection

Department Total = 1,745.12

Landfill

City of Storm Lake	Health Ins Allocations Dec2016	516.58
Color-ize Inc	Envelopes	59.98
Principal Life Ins Co	Insurance Premium Dec 2016	29.06
Qualified Presort Service, LLC	Past Due Notices	79.17
Qualified Presort Service, LLC	Final Bills	4.21
Qualified Presort Service, LLC	Monthly Statements	387.23
Qualified Presort Service, LLC	ACH Statements	90.28
Winther, Stave & Co, LLP	FY2016 Audit Services through 11/15/2016	2,000.00

Landfill

Department Total = 3,166.51

Storm Water Administration

City of Storm Lake	Health Ins Allocations Dec2016	980.17
Inquirehire	Background Check	20.00
Principal Life Ins Co	Insurance Premium Dec 2016	37.71
Qualified Presort Service, LLC	ACH Statements	90.28
Qualified Presort Service, LLC	Final Bills	4.20
Qualified Presort Service, LLC	Past Due Notices	79.17
Qualified Presort Service, LLC	Monthly Statements	387.23
Storm Lake Development Group LLC	Refund of Storm Water Check Less Retainage	33,800.00
Winther, Stave & Co, LLP	FY2016 Audit Services through 11/15/2016	2,000.00

Storm Water Administration

Department Total = 37,398.76

Storm Water Collection

City of Storm Lake	Health Ins Allocations Dec2016	623.75
Principal Life Ins Co	Insurance Premium Dec 2016	37.48
Simmering-Cory Inc	Administrative Services- NCSW	8,000.00

Storm Water Collection

Department Total = 8,661.23

Street Cleaning

City of Storm Lake	Health Ins Allocations Dec2016	517.17
Old Dominion Brush Co	Gutter Brooms	881.36

Street Cleaning

Department Total = 1,398.53

Insurance

Auxiant - Claims Account	11/29/2016 Claims	14,769.66
Auxiant - Claims Account	11/28/2016 Claims	1,316.06
Auxiant - Fixed Account	December 2016 Insurance Premium	16,723.41
Auxiant - Flex Account	11/17/2016 Flex Claims	15.14
Auxiant - Flex Account	11/23/2016 Flex Claims	188.31
Auxiant - Flex Account	11/30/2016 Flex Claims	242.00

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

Checks for Approval Report

From: 11/22/16 To 12/05/16
User: tyler.gibbins

Insurance		Department Total =	33,254.58
UNAVAILABLE			
Buena Vista County Health	2016 Employee Flu Shots		1,475.00
UNAVAILABLE		Department Total =	1,475.00
Vehicle Maintenance			
Bomgaars Supply, Inc	4-Wire Flat		4.29
Fastenal Company	Bolts & Shop Supplies		255.77
IState Truck, Inc	Exhaust Pipe & Clamps		151.07
Reinert Michael P	Sheetmetal		10.50
Vehicle Maintenance		Department Total =	421.63
		Grand Total =	373,342.60

King's Pointe Resort
Disbursements November 16th to 29th

Vendor Name	Description	Amount
Acco (2)	supplies	5,173.55
Ace Hardware Inc. (2)	supplies	179.76
Ameripride Services (2)	supplies	1,055.68
Mediacom Communications Corp	supplies	459.90
Cedar Valley Bank & Trust	services	1,056.86
Citadel Communications CO-KCAU	advertising	1,450.00
Colorize Inc (2)	services	722.75
Comm 1st Braodcasting	services	250.00
Convergence LLC	supplies	75.00
Copyworks - Coralville (2)	supplies	579.00
Counsel	services	541.15
Crescent Electric Supply Co	supplies	117.43
Ed M Feld Equipment Co Inc	supplies	1,197.21
Fire Proof Plus Inc	services	502.00
Garbage Hauling Service	services	482.72
Graphic Edge Inc (2)	supplies	358.76
Graham Tire of Storm Lake	services	2.64
Hawk-I Electric Inc	services	913.03
Hy-Vee Food Store (3)	food	525.17
Mid-American Energy	utilities	8,409.88
Iowa Office Supply	supplies	273.25
Joyce's Greenhouse	services	1,455.00
Julius Cleaners (2)	services	149.65
Kineth Hotel Corporation (3)	payroll, work comp	64,322.89
McCrea Enterprises	supplies	209.70
Modern Sound Engineering Inc	services	656.00
Olsen Welding & Machine Shop	services	75.00
Orkin Pest Control	services	223.93
Pasquale's Food Service, Inc	food	165.00
Pepsi-Cola Bottling Co. (2)	beverages	891.95
Pilot Tribune	advertising	56.00
Playnetwork, Inc	services	146.82
Premium Quality Lighting	services	1,022.00
Precision Dynamics Corp	services	85.21
Rebnord Technologies	services	2,258.33
Rehab Systems Inc	services	875.00
Rent-All Inc	services	585.00
Roto-Rooter - Sioux City	services	(6.52)
Sceptre Hospitality Resources	services	943.29
Star Leasing LLC	services	230.13
The Storm Lake Times	advertising	490.69
Sysco Guest Supply (2)	supplies	3,919.56
Treasurer - State of Iowa	sales tax	14,300.00
United Parcel Service- Carl STM (2)	services	108.15
US Foods (2)	food	15,639.21
Vizergy	web site maintenance	220.00
Water Safety Products Inc	supplies	387.22
Johnson Brothers/Iowa Wine & Bev	beverages	189.12
King's Pointe Resort (2)	services	484.50
Misc POA Disbursements	reimbursement	100.00
Steve's Window Service	services	80.25

Total 134,588.82

**Sunrise Pointe Golf Course
Disbursements November 16th to 29th**

Mid American Energy	utilities	395.92
Julius Cleaners	servcies	4.80
Kinseth Hotel Corporation	payroll, management fee	60.89
Orkin Pest Control	services	75.00
Alliant Energy	utilities	122.71
Doll Distributing LLC	beverages	131.40
Johnson Borthor/Iowa Wine & Bev	beverages	17.20

Totals 807.92

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
NOVEMBER 21, 2016 5:00 P.M.**

Present: Mayor Jon F. Kruse, Council Members Dan Anderson, Bruce Carlson, Bruce Engelmann, Mike Porsch and Tyson Rice. Absent: None. Staff present: City Manager Jim Patrick, Asst. City Manager Keri Navratil, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Public Works Director Jason Etnyre, Library Director Elizabeth Huff, Water Plant Superintendent Mike Davis, Wastewater Superintendent Mark Streed, City Clerk Sue Vossberg and Mayra Martinez Deputy City Clerk.

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

Hear the Public – None

Consent Agenda – Moved by Council Member Porsch to approve the consent agenda which includes the list of bills, minutes from the November 7, 2016 council meeting, liquor license renewal for Smokin Hereford BBQ, taxi license for Storm Lake Cab, and annual Urban Renewal Report. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Liquor Renewal License – Moved by Council Member Porsch to approve the liquor license renewal for Brewsters. Seconded by Council Member Rice. Vote: Ayes – Porsch, Anderson, Rice, Engelmann; Abstained Carlson. Motion carried

LMI No. 5 Housing Urban Renewal Area – Moved by Council Member Anderson to pass on 3rd Reading Ordinance No. 03-O-2016-2017 for the Division of Revenues under the Iowa Code Section 403.19 for LMI No. 5 Urban Renewal Area. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

ORDINANCE NO. 03-O-2016-2017

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE LMI NO. 5 HOUSING URBAN RENEWAL AREA, IN THE CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STORM LAKE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE LMI NO. 5 HOUSING URBAN RENEWAL AREA (THE LMI NO. 5 HOUSING URBAN RENEWAL PLAN)

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 29-R-2016-2017 passed and approved on the 17th day of October, 2016, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the LMI No. 5 Housing Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

A part of Lot 1 of the Auditor's Subdivision of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 34, T91-N, R-37-W of the 5th P.M., Buena Vista County, Iowa, and being more fully described as follows: Commencing at the Northeast (NE) Corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 34; thence on an assumed bearing of South 89°44'31" West, along the North line of said Southwest Quarter (SW $\frac{1}{4}$), 53.20 Feet; thence South 00°01'00" East, 692.67 Feet; thence North 89°59'51" West, 274.75 Feet to the point of beginning. Thence continuing North 89°59'51" West, 599.29 Feet to the East line of Proposed Witter Street; thence South 00°01' East, along the East line of Proposed Witter Street, 608.53 Feet to the North line of West 10th Street; thence North 89°55'48" East, along the North line of West 10th Street, 607.76 Feet; thence North 00°48'53" West, 607.82 Feet to the point of beginning. The above-described parcel contains 8.43 acres and is subject to all easements of record.

And

All of the West 10th Street right-of-way in Storm Lake, Iowa lying south of and adjacent to the above-described real estate.

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

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

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

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

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Storm Lake, State of Iowa, certifies to the Auditor of Buena Vista County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

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

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

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

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Urban Renewal Area and the territory contained therein.

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

PASSED AND APPROVED this 21st day of November, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

BV Co. Community Foundation Grant – Moved by Council Member Engelmann to approve the City being the fiscal sponsor for the Senior Center for an application to the BV County Community Foundation Grant. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Moved by Council Member Porsch to approve the City being the fiscal sponsor for the Storm Lake Cemetery for an application to the BV County Community Foundation Grant. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

Closed Session – Moved by Council Member Porsch to go into closed session at 5:05pm in reference to Iowa Code Chapter 21.5 (c) to discuss litigation matters. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Attendance in closed session: Engelmann, Rice, Anderson, Carlson, Porsch, Kruse, Patrick, Havens, Vossberg, Navratil, and Martinez

Moved by Council Member Porsch to return to open session at 6:53pm. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

Recess – Moved by Council Member Porsch to recess the council meeting at 6:54pm and reconvene at the Storm Lake Library. Seconded by Council Member Carlson. Vote: All ayes. Council is in recess.

Reconvene – Council meeting was reconvened at the Storm Lake Public Library at 6:58pm. The following were present: Mayor Kruse, Council Members Carlson, Porsch, Anderson, Rice and Engelmann. The Council met with the Library Board and Friends of the Library for a brief reception. There were no items of discussion.

Adjournment – Moved by Council Member Engelmann to adjourn the meeting at 7:30pm. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Jon F. Kruse, Mayor

These are draft minutes Subject to Final Council Approval

ATTEST:

Sue Vossberg, City Clerk

M E M O R A N D U M

TO: SUE VOSSBERG

FROM: MARK PROSSER

DATE: NOVEMBER 23, 2016

REFERENCE: LIQUOR LICENSE RENEWAL
AHUACHAPAN RESTAURANT
411 W MILWAUKEE

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

	12-29-2014 to 12-27-2015	12-28-2015 to 11-21-16
INCIDENTS		
911 Hang up Call	0	1
Keys Locked in Car	1	0
PR/Talk/Presentation	1	0
Pedestrian Stop	1	0
Station Assignment	2	0

ARRESTS

Selling Alcohol to Minor	1
--------------------------	---

Recommendation: Approval of liquor license.

Staff Summary

12/5/2016
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, Deputy 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 provided a summary of purchases identified in the current list of bills to be approved that are purchased locally (within the City of Storm Lake), within Buena Vista County, and outside of Buena Vista County are presented here for Council's review. This information is presented for both the City and King's Pointe's bills.

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

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

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

FISCAL IMPACT:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$373,342.60	\$123,959.36	\$18,115.32	14.62	\$10,333.22	8.34	\$95,510.82	77.04
King's Pointe	\$134,588.82	\$55,865.93	\$17,098.87	30.61			\$38,767.06	69.39
Golf Course	\$807.92	\$747.03	\$523.43	70.07			\$223.60	29.93

RECOMMENDATION: Review Buy Local Information

Staff Summary

12/5/2016

Agenda Item # 3.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Iowa Lake's Corridor Update

BACKGROUND: The Council requested that Iowa Lake's Corridor and Storm Lake United provide quarterly updates to City Council. Kiley Miller is going to present the Corridor's Quarterly Update

FISCAL IMPACT: No Fiscal Impact

RECOMMENDATION: Council hear the presentation.

Staff Summary

12/5/2016

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: Jason Etnyre, Public Works Director

SUBJECT: Motion to Approve REAP Grant Agreement - Park Acquisition

BACKGROUND: In August of 2016, the City of Storm Lake made application with the Iowa DNR for a REAP City Parks/Open Spaces grant in the amount of \$60,000 for the purchase of the property located at East 5th Street.

The City was awarded this grant and an appraiser that specializes in DNR land acquisitions has been contacted to perform the appraisal necessary to complete the transaction on the City's behalf.

FISCAL IMPACT: The purchase agreement is in the amount of \$60,000 with this amount being 100% refundable by the Iowa DNR.

The City of Storm Lake would be responsible for any appraisal, attorney costs for closing on said real estate, and the City would also be responsible for any development to the property in the future.

RECOMMENDATION: Staff recommends that the City Council accept the grant in the amount of \$60,000 and allow the Mayor to sign the agreement. Future acquisition items will occur once the appraisal is completed.

ATTACHMENTS:

Description	Type
REAP Grant Agreement	Contract

IOWA DEPARTMENT OF NATURAL RESOURCES
502 E. 9TH STREET DES MOINES, IA 50319

RESOURCE ENHANCEMENT AND PROTECTION FUND
GRANT AGREEMENT-ACQUISITION

GRANTEE: CITY OF STORM LAKE
PROJECT TITLE: PARK ACQUISITION - SMITH PROPERTY
CONTACT PERSON: JASON ETNYRE 712-732-8029
GRANT AWARD: \$60000.00
DNR CONTACT/PHONE #: Kathleen Moench 515-725-8213

1. **PURPOSE.** The purpose of this REAP Acquisition Grant Agreement is to enable the Iowa Department of Natural Resources (DNR), acting for the State of Iowa, to assist the **CITY OF STORM LAKE** (Grantee) in the acquisition of land for the enhancement and protection of open space areas.
2. **PARTIES/AUTHORITY.** The parties to this Grant Agreement are the DNR, an agency of the State of Iowa, and the **CITY OF STORM LAKE**. The parties make this Grant Agreement pursuant to 1989 Iowa Code Supplement Section 455A.19(1)(a), which authorizes the Natural Resource Commission to spend certain state funds appropriated for projects to enhance and protect open spaces.
3. **GENERAL DESCRIPTION OF PROJECT LANDS. THIS GRANT AGREEMENT IS FOR YOUR PROJECT** described as:

ACQUISITION OF A HALF ACRE OF LAND FOR DEVELOPMENT OF A NEW NEIGHBORHOOD PARK, LOCATED AT E. 5TH AND RUSSELL STREETS, STORM LAKE, IOWA.

4. **GRANT AWARD AND REIMBURSEMENTS.** The DNR will provide 100 percent of the **acquisition** costs up to a maximum amount of \$60000.00.
 - A. Appraisals must be sent to the Department for review and approval, follow the DNR appraisal guidelines, which can be found at; <http://www.iowadnr.gov/InsideDNR/AboutDNR/RealtyServices.aspx>, and include a groundwater hazard statement. Submit the appraisal(s) and groundwater hazard statement(s) as soon as possible to:

Kathleen Moench, Budget & Finance Bureau
Iowa Department of Natural Resources
502 East 9th Street
Des Moines, Iowa 50319
 - B. Upon receiving written approval of the appraisal(s), 100 percent advance reimbursement of the grant award may be requested by submitting a letter of request and the following documents:
 - title opinion showing title is clear and marketable;
 - offer to buy.

- C. The following documents are required upon completion of the grant:
- a legal description of the property for the Notice of Use Restriction document;
 - copy of the recorded deed naming the grantee as owner;
 - copy of the recorded groundwater hazard statement(s);
 - copies of billings and canceled checks for the acquisition;
 - final report, to include a description of the completed project, pictures of the project, and efforts made to procure goods and services from Targeted Small Businesses (TSBs).
5. **ACQUISITION COSTS EXPLAINED.** Acquisition costs include the lesser of the cost or value of the project lands and the lesser of the cost or value of acquisition services as follows:
- A. **Cost/Value of Project Lands.** Acquisition costs include the lesser of the purchase price paid for the project lands by the grantee, or their fair market value established by an appraisal approved by the DNR.
- B. **Cost/Value of Acquisition Services.** Acquisition costs also include the lesser of the price paid by the grantee for acquisition services, or the fair market value of such services based on a written valuation approved by the DNR. Acquisition services include appraisals, surveys, abstracting, and other miscellaneous services reasonably required for acquisition of the project lands.
- C. Notwithstanding subparagraphs 5a and 5b, the DNR will not cost-share more than the appraised fair market value of any part of the project lands, and will not cost-share more than the substantiated fair market value of any acquisition services.
6. **RESPONSIBILITIES.** The grantee is solely responsible for closing the acquisition transaction, recording the transaction and Notice of Use Restriction with the appropriate county recorder. The grantee will make a concerted effort to procure goods and services from Targeted Small Businesses (TSBs) during the performance of this Grant Agreement. The DNR may provide assistance at the request of the grantee, or at the Director's recommendation.
7. **WRITTEN WAIVERS.** The grantee may choose at its own risk to acquire title to portions of the project lands if necessary to avoid expiration of an offer to sell or to facilitate fund raising, after obtaining a written waiver of retroactivity from the department.
8. **AMENDMENTS.** This Grant Agreement may be amended only by written ADDENDA signed and dated by the DNR Director or DNR REAP coordinator. Requests for amendments shall be directed to the DNR REAP coordinator.
9. **EFFECTIVE DATE/TERMINATION.** This Grant Agreement shall become effective when it has been signed and dated by the DNR Director and the grantee. All work specified in the project proposal will be completed by **DECEMBER 31, 2018.**
10. **AVAILABILITY OF FUNDS.** If funds anticipated for the continued fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds, or discontinuance or material alteration of the program under which funds were provided, then the Department shall have the right to terminate the agreement without penalty.

11. By signing this Grant Agreement, the grantee agrees to the terms and conditions set forth in this agreement and all attachments listed below:

- the REAP “General Provisions” (State rules included with application form);
- the appraisal guidelines:
<http://www.iowadnr.gov/InsideDNR/AboutDNR/RealtyServices.aspx>

Date

Bruce Trautman, Deputy Director
Iowa Department of Natural Resources

ETNYRE@STORMLAKE.ORG

Email Address

Grantee Signature, Mayor or County Board Director

Print Name, Mayor or County Board Director

Staff Summary

12/5/2016

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: Keri Navratil, Assistant City Manager

SUBJECT: Motion to Approve Amendment #1 to CDBG Administrative Services Contract

BACKGROUND: Due to newly issued required contract language adopted by Iowa Economic Development Authority (IEDA), the following clauses are now mandated for inclusion in Contracts for any CDBG funded project. This will amend the July 6, 2015 contract for administrative services for Erie Street Storm Drain Project between the City of Storm Lake and Simmering -Cory, Inc.

1. Awarding Agency Report Requirements- Simmering -Cory, Inc. must provide information as necessary and as requested by the IEDA for the purpose of fulfilling all reporting requirements related to the CDBG program.

2. Energy Efficiency-Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issues in compliance with the Energy Policy and Conservation Act.

FISCAL IMPACT: There is no fiscal impact

RECOMMENDATION: Approve Amendment #1 to CDBG Administrative Services Contract

ATTACHMENTS:

Description	Type
Amendment #1	Contract

Amendment #1 to CDBG Administrative Services Contract

Due to newly issued required contract language adopted by IEDA, the following clauses are now mandated for inclusion in Contracts for any CDBG funded project and are hereby amended into the July 6, 2015 contract for administrative services for Erie Street Storm Drain Project between the City of Storm Lake, Iowa and Simmering-Cory, Inc.

I. Awarding Agency Reporting Requirements

SCI 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.

J. 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

City of Storm Lake

By: _____

Date: _____

Attest:

By: _____

Simmering-Cory, Inc.

By: Melanie Mitchell

Date: 11/28/16

Staff Summary

12/5/2016

Agenda Item # 6.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

[p \(712\) 732-8000](tel:(712)732-8000)

[f \(712\) 732-4114](tel:(712)732-4114)

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Resolution No. 51-R-2016-2017 Approving the Prohibition of the Use of Excessive Force Policy

BACKGROUND: Iowa Economic Development Authority recommends that the City update several policies to comply with CDBG requirements.

Section 519 of the Department of Veteran Affairs and Housing and Urban Development and the Independent Agencies Appropriation Act of 1990, requires that all federal grant recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction.

FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Approve resolution

ATTACHMENTS:

Description	Type
□ Resolution No. 51-R-2016-2017	Resolution

RESOLUTION NO. 51-R-2016-2017

**RESOLUTION ADOPTING MAYOR'S PROCLAMATION REGARDING A
POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE**

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

WHEREAS, Section 519 of the Department of Veteran Affairs and Housing and Urban Development and the Independent Agencies Appropriation Act of 1990, requires that all federal grant recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction; and

WHEREAS, the City of Storm Lake has received Community Development Block Grant funds.

THEREFORE, be it resolved that the City of Storm Lake, Iowa, hereby prohibits any law enforcement agency operating within the City of Storm Lake to use excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, the City agrees to enforce any applicable State or local laws against person(s) or group(s) who physically bar access to, or exit from, facilities or locations which are the subject of a non-violent protest demonstration. The City further pledges enforcement of this policy within the jurisdiction of the City and encourages any individual or group who feels that the City has not complied with this policy to file a complaint.

Information and assistance relative to excessive force complaints shall be provided and may be obtained from the Mayor, City Hall, 620 Erie Street, Storm Lake IA 50588.

PASSED AND APPROVED on this 5th day of December, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

12/5/2016

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: Keri Navratil, Assistant City Manager

SUBJECT: Resolution No. 52-R-2016-2017 Approving the Affirmative Fair Housing Policy

BACKGROUND: Iowa Economic Development Authority recommends that the City update several policies to comply with CDBG requirements.

The City of Storm Lake, Iowa, advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing and it shall also take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Approve resolution

ATTACHMENTS:

Description	Type
☐ Resolution No. 52-R-2016-2017	Resolution

RESOLUTION NO. 52-R-2016-2017

A RESOLUTION ADOPTING AFFIRMATIVE FAIR HOUSING POLICY

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

This notice is posted pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of race, creed, color, religion, sex, national origin, sexual orientation, disability, age, political affiliation, familial status or citizenship.

The City of Storm Lake, Iowa, advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing and it shall also take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

The City of Storm Lake shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

The City of Storm Lake has designated the following office as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:

Name: Mayor
Office: City Hall
Address: 620 Erie Street – Storm Lake IA 50588

Phone Number: 712-732-8000
Hours: 8:00 – 5:00 (Monday – Friday)

PASSED AND APPROVED this 5th day of December, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

12/5/2016

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: Keri Navratil, Assistant City Manager

SUBJECT: Resolution No. 53-R-2016-2017 Adopting Procurement Policy

BACKGROUND: Iowa Economic Development Authority recommends that the City update several policies to comply with CDBG requirements.

This policy applies to the procurement of all supplies, equipment, construction, and services of and for the City of Storm Lake related to the implementation and administration of the Community Development Block Grant. All procurement will be done in accordance with 24 CFR; Part 85. This CFR explains the way to conduct small and large procurements through competitive and non-competitive bidding and the procedures to use.

FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Approve resolution

ATTACHMENTS:

Description	Type
☐ Resolution No. 53-R-2016-2017	Resolution

RESOLUTION NO.53-R-2016-2017

RESOLUTION ADOPTING PROCUREMENT POLICY

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

WHEREAS, the City of Storm Lake has received a Community Development Block Grant from the Iowa Economic Development Authority; and

WHEREAS, the Iowa Economic Development Authority requires the City of Storm Lake to adopt Procurement Policies in order to utilize such funds;

THEREFORE, BE IT RESOLVED, by the City Council of the City of Storm Lake that it agrees to adopt and implement the attached Procurement Procedures for use during the implementation and administration of the City's Community Development Block Grant Program.

PASSED AND APPROVED this 5th day of December, 2016.

Jon F. Kruse, Mayor

Attest:

Sue Vossberg, City Clerk

PROCUREMENT POLICY

PURPOSE

The purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

APPLICATION

This policy applies to the procurement of all supplies, equipment, construction, and services of and for the City of Storm Lake related to the implementation and administration of the Community Development Block Grant. All procurement will be done in accordance with 24 CFR; Part 85.

POLICY

I. Methods of Procurement

Procurement under grants shall be made by one of the following methods, as described herein: (a) small purchase procedures; (b) competitive sealed bids (formal advertising); (c) competitive proposals; (d) noncompetitive proposals.

- A. Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies, or other property, costing in the aggregate not more than \$25,000. The City of Storm Lake shall comply with state or local small purchase dollar limits under \$25,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations shall be obtained from at least three qualified sources.
- B. In competitive sealed bids (formal advertising), sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is lowest in price. The sealed bids method is the preferred method for procuring construction.
 - 1. Appropriate conditions in order for formal advertising to be feasible must be present, including, as a minimum, the following:

(a) a complete, adequate and realistic specification or purchase description;

(b) two or more responsible suppliers are willing and able to compete effectively for the City of Storm Lake business; and,

(c) the procurement lends itself to a firm-fixed-price contract, and selection of the successful bidder can appropriately be made principally on the basis of price.

2. When formal advertising is used for a procurement under a grant, the following requirements shall apply:

(a) a sufficient time prior to the date set for opening of bids, bids shall be solicited from an adequate number of known suppliers. In addition, the invitation shall be publicly advertised.

(b) the invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation.

(c) all bids shall be opened publicly at the time and place stated in the invitation for bids.

(d) a firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the City of Storm Lake indicates that such discounts are generally taken.

(e) any or all bids may be rejected when there are sound documented business reasons in the best interest of the program.

C. In competitive proposals, proposals are requested from a number of sources and the Request for Proposal is publicized. Negotiations are normally conducted with more than one of the sources submitting offers, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive negotiation may be used if conditions are not appropriate for the use of formal advertising. If competitive negotiation is used for a procurement under a grant, the following requirements shall apply:

1. Proposals shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The Request for Proposal shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable.
2. The Request for Proposal shall identify all significant evaluation factors, including price or cost where required and their relative importance.
3. The City of Storm Lake shall provide mechanisms for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.
4. Awards may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price and other factors considered. Unsuccessful offerors will be notified promptly in writing.
5. The City of Storm Lake may utilize competitive negotiation procedures for procurement of architectural/engineering (A/E) professional services, whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g. administrative services) even though A/E firms are a potential source to perform the proposed effort.

D. Noncompetitive proposal is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Noncompetitive negotiation may be used when the award of a contract is infeasible under small purchase, competitive bidding (formal advertising) or competitive negotiation procedures. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:

1. The item is available from only a single source;
2. After solicitation of a number of sources, competition is determined inadequate;
3. Public exigency or emergency when the urgency for the requirement will not permit a delay incident to competitive solicitation; and,

Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the Iowa Economic Development Authority.

- E. The City of Storm Lake will provide, to the greatest extent possible, that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents. (The project area is defined as the county in which the project is located.) The City of Storm Lake will solicit qualified small, minority, and women's businesses whenever they are potential sources. The City of Storm Lake will procure goods and services from labor surplus areas when economically feasible.
- F. Any other method of procurement must have prior approval of the Iowa Economic Development Authority.

II. Contract Pricing

- A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
- B. The City of Storm Lake shall perform some form of cost/price analysis for every procurement action, including modifications or change orders.

III. Procurement Records

The City of Storm Lake shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.

EFFECTIVE DATE

Passed this 5th day of December, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

12/5/2016

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: James H. Patrick, City Manager

SUBJECT: Study Session Concerning North Raccoon River Watershed Management Authority

BACKGROUND: IDNR, IEDA, and IDALS are working with the governmental agencies in the North Raccoon River Basin Watershed in an attempt to form a Watershed Management Authority. The Department of housing and Urban Development has provided funding for a watershed coordinator, development of a watershed plan, and funding for projects in the watershed to reduce flooding as well as clean the water.

There are 86 different governmental agencies in the watershed. Storm Lake was asked and has lead the formation of this WMA.

This is an opportunity to learn more about the WMA, review the 28E agreement and ask questions.

FISCAL IMPACT: none at this time

RECOMMENDATION: Hear the presentation, ask questions.

ATTACHMENTS:

Description	Type
□ 28E Agreement	Contract

North Raccoon River Watershed Management Coalition

28E Agreement

THIS JOINT AND COOPERATIVE AGREEMENT (hereinafter referred to as the "Agreement" is voluntarily entered into by all parties/participants on signature pages and presented to the Iowa Secretary of State on this ____ of November, 2016 pursuant to the authority of the Code of Iowa, Chapter 28E.

WHEREAS, Iowa Code section 466B of the Code of Iowa authorizes two (2) or more political subdivisions, defined as including cities, counties, and/or soil and water conservation districts all of which must be located within the same United States Geological Survey Hydrologic Unit Code (HUC) 8 watershed, to enter into agreement under Chapter 28E of the Code of Iowa to establish a watershed management authority (coalition) to enable cooperation in supporting watershed, planning and improvements for the mutual advantage of the political subdivisions involved: and

WHEREAS, pursuant to Code of Iowa Section 466B.22, a watershed management authority (coalition) may perform all of the following duties:

1. Assess the flood risks in the watershed.
2. Assess the water quality in the watershed.
3. Assess options for reducing flood risk and improving water quality in the watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the watershed area regarding water quality and flood risk
6. Seek and allocate monies made available to the Authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreement and execute all instruments necessary or incidental to the performance of the duties of the Authority; and;

WHEREAS, the counties of _____; and the Cities of _____; and the Soil and Water Conservation Districts of _____ deem establishment of the North Raccoon River Watershed Management Coalition (hereinafter referred to as the "Coalition"), a watershed management authority (Coalition) encompassing all of the North Raccoon River watershed, which falls within the same HUC 8 watershed (07100006), to be of mutual advantage; and

WHEREAS, it is mutually desired to enter into the Agreement pursuant to Code Of Iowa Chapter 28E for the purpose of establishing the Authority to carry out watershed planning and improvements in the North Raccoon Watershed.

NOW, THEREFORE, in consideration of the mutual covenants hereafter set forth, the participants agree as follows:

1. CREATION OF THE COALITION.

Upon the effective date identified in the first Paragraph, there is hereby created a public agency to be known as the "North Raccoon River Watershed Management Coalition" ("The Coalition").

The agency shall be a political subdivision of the State of Iowa and a legal entity separate and distinct from the corporate existence of any participating parties and shall be subject to the control and supervision of any party or their officers and directors only to the extent provided herein.

2. NORTH RACCOON RIVER WATERSHED BOUNDARY.

The area within this Agreement shall be known as the North Raccoon River Watershed Boundary. At the inception of this Agreement, this Boundary is shown in Attachment A.

3. PURPOSE AND FUNCTIONS.

The purpose of this Agreement is to provide for the manner in which the parties shall cooperate with one another to successfully encourage, plan for, and implement watershed activities within the North Raccoon River watershed, including but not limited to the following activities authorized pursuant to Code of Iowa Section 466B.22:

- a. Assess the flood risks in the watershed.
- b. Assess and improve water quality in the watershed.
- c. Assess options for reducing flood risk and improving water quality in the watershed.
- d. Monitor federal flood risk planning and activities.
- e. Educate residents of the watershed regarding flood risks and water quality.
- f. Seek and allocate monies made available to the Coalition for purposes of water quality and flood mitigation.
- g. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Coalition. The Coalition shall not have the power to acquire property by eminent domain. All interests in lands shall be held in the name of the Party wherein said lands are located.

4. GOVERNANCE

- a. It is the intention of this Agreement that the Coalition be established as an administrative agency and that the inherent governmental powers of any Party not be affected in any way beyond the terms of this Agreement.
- b. A joint board of the Parties known as the North Raccoon River Watershed Management Coalition Board (hereinafter referred to as the "Board") shall be responsible for coordinating watershed planning and improvements and executing activities directed to fulfilling the purposes of this Agreement. The Board shall be comprised of one appointee from each county, city, and district participating in this Agreement. The Board shall meet at least once a calendar year. Except as otherwise provided in this Agreement, the actions of the Board shall be the actions of the Coalition.
- c. The Board shall comply with the Open Meeting Law (Iowa Code Chapter 21), Open Records Law (Iowa Code Chapter 22) and gender balance requirements (Iowa Code Section 69.16A).

- d. The Board will develop, adopt, and from time-to-time amend governing bylaws, operating policies, and administrative procedures.
- e. The Board members shall receive no compensation for serving in such a capacity but may be reimbursed for actual expenses incurred by their respective governing body or by the Coalition subject to the existence and availability of funds.
- f. A director may be removed after missing three consecutive regular meetings of the Board. If a director is removed, the appointing agency shall appoint a successor or a designated alternate. The appointing body may at any time remove a director appointed by it.
- g. The Board shall adopt bylaws and shall elect one director as chairperson and one director as vice chairperson, each for a term of two years, and shall appoint a secretary who need not be a director. The Board may create any committees necessary to achieve the purposes and functions of this agreement. Further duties shall be set forth in the bylaws.
- h. A majority of the membership of the Board shall constitute a quorum of the Board for the purpose of holding a meeting of the Board. The affirmative vote of a majority of the quorum shall be necessary for any action taken by the Coalition unless the Board adopts a bylaw requiring a greater number of affirmative votes. A vacancy in the membership of the Board shall not impair the rights of a quorum to exercise all the rights and perform all the duties of the Coalition.

5. DURATION

This Agreement shall be in effect in perpetuity until terminated pursuant to Section 13.

6. POWERS AND DUTIES

- a. The parties to this Agreement shall retain all powers and duties conferred by law but shall work together in the exercise of such powers and the performance of this Agreement. Each party shall be responsible for:
 - 1. Identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the North Raccoon River watershed boundary;
 - 2. Identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the watershed;
 - 3. Identifying the most effective best management practices for water quantity and water quality improvements in the watershed;
 - 4. Participating in educational/outreach programs regarding water quality and flood risks;
 - 5. Identifying opportunities for infrastructure development and planning to assess and mitigate water quality in the watershed;
 - 6. Providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Parties;

7. Securing such financing, including grants, loans and the issuance of bonds of loan agreements, as determined by the respective Party to be necessary or desirable to achieve the objectives of the agreement;
8. Designing and bidding of projects;
9. Administering contracts; and
10. Observing construction.

7. OPERATIONS

- a. Within its available resources through funding or in-kind support, the Coalition may employ one or more staff members.
- b. In addition to other powers and duties, the Coalition will oversee the performance of all staff members and in-kind contributions to the Coalition of personnel, materials, and equipment.
- c. Within its available resources through funding or in-kind support, the Coalition may acquire or lease equipment and supplies necessary to its work, acquire or lease office space, acquire and manage facilities related to its work, and insure against identified risks.
- d. The Coalition may enter into cooperative agreements and other contracts with other agencies, entities, and individuals.
- e. The Board may create committees and task forces to support its work and, within its available resources through funding or in-kind support, engage experts and consultants.

8. MANNER OF FINANCING

- a. The Board may solicit, accept and receive donations, endowments, gifts, grants, reimbursements and other such funds, as well as in-kind contributions, as necessary to support work pursuant to this Agreement. It is agreed and understood by the parties hereto that no financial obligations upon any party are intended to be created hereby.
- b. Members of the Coalition may, if deemed necessary and appropriate, contribute through an equitable formula, make appropriations from their respective budgets for the operation and administration of the Coalition. Such a formula shall be presented and passed by Resolution by all parties bound by this Agreement. These appropriations may be utilized for but not limited to the employment of staff, marketing, grant writing fees, and administrative fees to Fiscal Agents. Any such contributions from the governing bodies of this Agreement shall be binding to fulfill.
- c. No action to contribute funds by a Board member of the Coalition is binding on the Party that he or she represents without official approval by the governing body of that Party. No Party may be required to contribute funds to the Coalition.
- d. The Board will review each opportunity for funding or in-kind support. After review of the opportunity, a fiscal agent will be nominated. The fiscal agent would be a Party of other organization meeting the fiscal agent standards outlined in the bylaws.
- e. All funds received for use by the Coalition shall be held in a special fund by one of the Parties who shall act as the fiscal agent, pursuant to a written Fiscal Agent Agreement

between the fiscal agent and the Coalition. When funds are provided as a grant or loan directed to a Party of the Coalition for a project administered by that Party, the funds shall be retained and administered by that Party.

- f. The Coalition shall have full authority to apply for and receive grants or endorse a participant to do the same for facilities construction and programming, but neither the Coalition nor the participants in this Agreement shall be obligated to contribute or expend non-grant monies beyond amounts included in an approved budget. The Coalition may enter into agreements with grant writers and Fiscal Agents to both write grants and administrate dollars, which may be received either by the Coalition or a party to this Agreement for projects approved by the Coalition.
- g. The Coalition shall have no power to impose any tax of any nature, nor pledge the credit of any of Parties to this Agreement, not incur and debt or other financial obligation the payment of which has not been provided for in the current or an approved future budget.

9. SEVERABILITY/INVALIDITY

If any term, provision, or condition of this Agreement shall be determined to be invalid by a court or competent jurisdiction, such invalidity shall in no way effect the validity of any other term, provision, or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the Parties to this Agreement or substantially frustrate the attainment of the purposes of this Agreement.

10. GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the State of Iowa.

11. REPORTS AND AUDITS

Between January 1 and January 15 of each year, the Coalition shall prepare and deliver to each Party, an annual report which summarizes the programs and activities conducted or expected to be conducted by the Coalition during the previous, current, and ensuing fiscal year. In the event that the Coalition establishes a financial budget, the Coalition shall also comply with the audit provisions under Iowa Code Section 11.6 and shall furnish copies of the audit report to each Party.

12. CONFLICT OF INTEREST

The Coalition and its Committee shall be subject to all laws of the State of Iowa relating to conflicts of interest and gifts which are applicable to municipalities and municipal officers generally.

13. AMENDMENTS

- a. This agreement may be amended at any time by the Parties. All amendments shall be in writing, signed by all of the Parties, and filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8 (2011).
- b. Any Party desiring an amendment to this Agreement shall notify other Parties of its desire, and the reasons for the request. Such a request shall be in writing to the other governing bodies of the Parties, and shall be considered by their governing body without unreasonable delay and within no more than ninety (90) days of receipt.
- c. If the request is agreed to by the other Parties, each Party shall prepare and submit to the others a certified resolution confirming the affirmative vote of the Party's governing body.
- d. The Amendment shall take effect ten (10) days following receipt of the last such resolution by the other Parties. Amendments shall be filed and recorded as required by Section 15 hereof.

14. ADDITIONAL PARTIES

- a. A City, County, or Soil and Water Conservation District within the North Raccoon River watershed who is not a Part, may request, in writing to the Coalition, to become a Party.
- b. Such a request shall be considered and decided by a 2/3 vote of the Board, and shall become effective when the new Party has signed the then-current Agreement pursuant to a resolution of its governing body and the requisite filing with the Iowa Secretary of State and/or County Auditor has been accomplished.

15. TERMINATION OF AGREEMENT/DISSOLUTION OF AGENCY

This Agreement shall terminate upon the mutual agreement of the governing bodies of all Parties in the Coalition. Upon termination, all property and money then owned by the Coalition shall be distributed equally among its members after payment of all debts. Any funds donated under a stipulation limiting their use shall be dispersed consistent with the owner's direction. The governing body of each jurisdiction may individually withdraw from their participation in the Agreement after providing the Coalition a written 90 day notice of intent. Such withdrawal will forfeit any right to a distribution in conjunction with a subsequent termination of this Agreement.

- a. Any balance of a fund created by the mechanism described in this Agreement, shall be returned to the party per the same formula which created the fund.
- b. To the extent the Authority may possess funds received from contributions towards a specific project and such funds have not been expended, such funds shall be returned to the donors to the extent possible. If any grants create a legal obligation, the board of

directors shall determine the liability of each member and former member of the Coalition.

- c. If the Coalition should own any facility or property, and this Authority is terminated, such facility or property may be donated and turned over to a non-profit or governmental entity or sold and proceeds divided equitably between the parties involved in this Agreement.

16. EFFECTIVE DATE.

This Agreement shall take effect upon execution by the Parties as required by law and filing with the Secretary of State in an electronic format.

17. RECORDATION

This Agreement shall be recorded pursuant to the requirements of the Code of Iowa, Chapter 28E.

18. ENTIRE AGREEMENT

This Agreement and attachments hereto constitute the entire Agreement among the Parties and supersedes or replaces any prior agreements among the Parties relating to its subject matter.

19. NO WAIVER

The waiver or acceptance by any Party of a breach or violation of any provision(s) of this Agreement by another Party shall not operate as, or be construed to be, a waiver of any other or subsequent breach.

20. NO ASSIGNMENT OR DELEGATION

Neither this Agreement, nor any right or obligation under it, may be assigned, transferred or delegated in whole or in part to any outside entity without the prior approval of the Board.

21. NOTICES

Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the representative designated to receive notice for each Party as set forth in this Agreement. The effective date of any notice under this Agreement shall be the date of actual delivery of such notice and not the date of dispatch. The preferred means of notice shall be either actual hand delivery, certified U.S. Mail, return receipt requested with postage prepaid thereon, or by recognized overnight delivery service, such as FedEx or UPS.

Notices shall be delivered to the following persons regarding each Party:

22. AUTHORITY AND AUTHORIZATION

Each party to this Agreement shall supply to the Coalition a copy of the resolution by the governing body of each Party as evidence of the power and authority of each Party to enter into this Agreement.

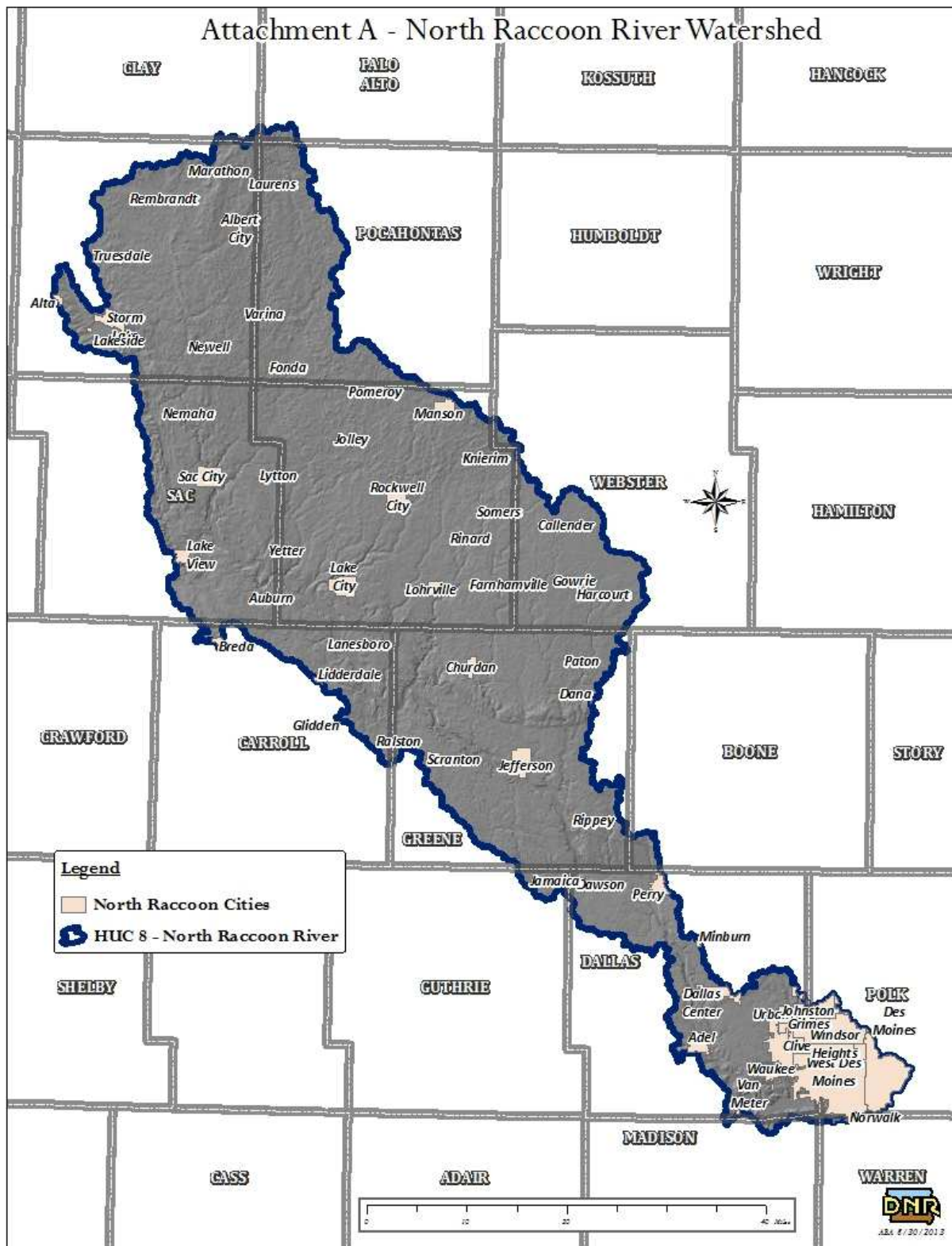
23. HEADING AND CAPTIONS.

The paragraph heading and captions set forth in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

24. SIGNATURE PAGES

The Parties agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with executed signature pages shall be sent to each Party.

Attachment A - North Raccoon River Watershed



Staff Summary

12/5/2016

Agenda Item # 10.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Study Session Concerning Mandatory Residential Garbage Collection Service

BACKGROUND: Mr. Rice has requested that the Council consider an Ordinance requiring Mandatory Garbage Collection Service.

Several cities around Storm Lake have mandatory garbage collection for residents. There are many advantages in having mandatory pick up to reduce garbage in the neighborhoods, placing garbage in park and street trash cans, improving the cleanliness of neighborhoods, reducing vermin, and reducing health risk.

Some issues to consider:

- City provide service or City contract

- Only residential service provided with the stipulation that commercial and multi-family (four plex or more) are required to contract their own service.

- Billing would be on the water/land fill monthly billing or to landlords.

- Collection of past due to be accessed to the property owner.

FISCAL IMPACT: none at this time.

RECOMMENDATION: Provide direction for staff to proceed.

Staff Summary

12/5/2016

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: Sue Vossberg, City Clerk

SUBJECT: Closed Session Reference Iowa Code Chapter 21.5 (c) Matters of Litigation

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

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

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

FISCAL IMPACT: No Fiscal Impact is Anticipated

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

Motion to return to Open Session - Roll Call Vote