CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY COUNCIL CHAMBERS
APRIL 4, 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
2. Consent Agenda
   A. **Approve Consent Agenda**
   B. **Buy Local Information**
3. Motion For Receipt of Bids for $1,500,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2016A
4. Resolution No. 109-R-2015-2016 Directing Sale of $1,500,000 (Subject to Adjustment Per Terms of Offering) Taxable General Obligation Refunding Capital Loan Notes, Series 2016A
5. Resolution No. 110-R-2015-2016 Authorizing the Redemption of Outstanding Taxable General Obligation Urban Renewal Bonds, Series 2007, dated June 1, 2007
6. Motion For Receipt of Bids For $720,000 Taxable Annual Appropriation General Obligation Capital Loan Notes, Series 2016B
7. Resolution No. 111-R-2015-2016 Directing Sale of $720,000 (Subject to adjustment per terms of offering) General Obligation Capital Loan Notes, Series 2016B
8. Resolution No. 112-R-2015-2016 For Final Acceptance FEMA Contract Four - Supplemental Contract, Approving Final Partial Payment Estimate No. 1-S, And Approving Payment of Retainage
9. Motion To Approve Contract For Post-Employment Benefits Actuarial Study
10. Motion To Approve Agreement With IDOT For Maintenance And Repair Of Primary Roads In Municipalities
11. Motion To Set A Public Hearing To Approve Plans, Specifications And Form Of Contract for the Erie Street Project
12. Motion to Approve Proposal for a Wastewater Operations Building Study
13. Motion to Approve Engineering Services Agreement for a Sanitary Lift Stations and Sewer Evaluation Study
14. 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

4/4/2016
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: Sue Vossberg, 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 March 21, 2016 City Council Minutes
- Approve liquor license renewals for Puffs and Restaurant La Original (subject to dram shop)
- Approve acknowledgment/settlement agreement with Casey's General Store #2497 for a tobacco violation

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - $440,389.22
- King's Pointe Bills - $127,159.91
- Sunrise Pointe Golf Course Bills - $2,648.89

The City will receive the following revenues:

- Liquor license renewal - $1,182.50
- Tobacco violation - $300.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

	Description	Type
🗋	List of Bills	List of Bills
🗋	Caseys Tobacco Settlement Agreement	Backup Material
🗋	Minutes - March 21, 2016	Backup Material
🗋	King's Pointe List of Bills	List of Bills
🗋	Puffs liquor report	Backup Material
🗋	Restaurant La Original Liquor Report	Backup Material

UNAVAILABLE

AFLAC	PR Batch 00555.03.2016 Aflac Pretax	457.22
AFLAC	PR Batch 00555.03.2016 Aflac After tax	99.12
AMEZCUA-HERRERA RAFAEL	Refund Check	12.48
AMEZCUA-HERRERA RAFAEL	Refund Check	28.74
AMEZCUA-HERRERA RAFAEL	Refund Check	6.92
AMEZCUA-HERRERA RAFAEL	Refund Check	0.87
AMEZCUA-HERRERA RAFAEL	Refund Check	3.26
BERRY JENNIFER	Refund Check	17.03
BERRY JENNIFER	Refund Check	50.01
BERRY JENNIFER	Refund Check	12.11
BERRY JENNIFER	Refund Check	1.21
BERRY JENNIFER	Refund Check	5.70
CIERO YOVANY	Refund Check	0.48
CIERO YOVANY	Refund Check	0.84
CIERO YOVANY	Refund Check	0.34
CIERO YOVANY	Refund Check	0.04
CIERO YOVANY	Refund Check	0.16
City of Storm Lake	PR Batch 00555.03.2016 Dental employee/child	6.00
City of Storm Lake	PR Batch 00555.03.2016 Dental insurance employee c	18.72
City of Storm Lake	PR Batch 00555.03.2016 Dental employee/spouse	14.91
City of Storm Lake	PR Batch 00555.03.2016 Dental insurance family	81.18
City of Storm Lake	PR Batch 00555.03.2016 125 Flexible Benefits	629.12
City of Storm Lake	PR Batch 00555.03.2016 Flex- Child Care	161.54
City of Storm Lake	PR Batch 00555.03.2016 Health Insurance Family	1,709.03
City of Storm Lake	PR Batch 00555.03.2016 Health Insurance Single	376.55
Collection Services Center	PR Batch 00555.03.2016 Child Support Payments to I	222.00
Conseco Health Insurance Co	PR Batch 00555.03.2016 Cancer Pre Tax Insurance	41.04
CROSS STEVEN	Refund Check	11.94
CROSS STEVEN	Refund Check	21.52
CROSS STEVEN	Refund Check	8.50
CROSS STEVEN	Refund Check	0.83
CROSS STEVEN	Refund Check	4.00
EFTPS	PR Batch 00555.03.2016 Federal Income Tax	10,923.43
EFTPS	PR Batch 00555.03.2016 FICA Employee Portion	3,663.03
EFTPS	PR Batch 00555.03.2016 FICA Employer Portion	3,663.03
EFTPS	PR Batch 00555.03.2016 Medicare Employee Portion	1,438.11
EFTPS	PR Batch 00555.03.2016 Medicare Employer Portion	1,438.11
EHSA ALICY	Refund Check	32.35
EHSA ALICY	Refund Check	49.02
EHSA ALICY	Refund Check	7.93
EHSA ALICY	Refund Check	2.26
EHSA ALICY	Refund Check	3.73
ETSE CYNTHIA	Refund Check	22.14
ETSE CYNTHIA	Refund Check	38.92
ETSE CYNTHIA	Refund Check	11.96
ETSE CYNTHIA	Refund Check	1.55
ETSE CYNTHIA	Refund Check	5.63
FRITZ CURTIS	Refund Check	30.57
FRITZ CURTIS	Refund Check	62.04
FRITZ CURTIS	Refund Check	16.34
FRITZ CURTIS	Refund Check	2.14
FRITZ CURTIS	Refund Check	7.69
HENDERSON MISTY	Refund Check	16.90
HENDERSON MISTY	Refund Check	38.06
HENDERSON MISTY	Refund Check	12.04
HENDERSON MISTY	Refund Check	1.17
HENDERSON MISTY	Refund Check	5.67

ICMA Retirement Trust 457	PR Batch 00555.03.2016 ICMA	1,585.00
Iowa Public Employees	PR Batch 00555.03.2016 IPERS	3,544.76
Iowa Public Employees	PR Batch 00555.03.2016 IPERS City Share	5,320.03
ITT Hartford AMS RPVA	PR Batch 00555.03.2016 457 Hartford	225.00
JAIN RAVINDER	Refund Check	21.95
JAIN RAVINDER	Refund Check	44.45
JAIN RAVINDER	Refund Check	15.62
JAIN RAVINDER	Refund Check	1.53
JAIN RAVINDER	Refund Check	7.34
LINDSTAD ERIC	Refund Check	30.57
LINDSTAD ERIC	Refund Check	62.18
LINDSTAD ERIC	Refund Check	21.81
LINDSTAD ERIC	Refund Check	2.15
LINDSTAD ERIC	Refund Check	10.27
Muni Fire/Police Retire	PR Batch 00555.03.2016 Muni Police/Fire Pension	2,846.96
Muni Fire/Police Retire	PR Batch 00555.03.2016 Muni Police/Fire Pension Ci	8,410.62
OCEGUERA JOSE	Refund Check	24.70
OCEGUERA JOSE	Refund Check	39.09
OCEGUERA JOSE	Refund Check	9.10
OCEGUERA JOSE	Refund Check	1.73
OCEGUERA JOSE	Refund Check	4.28
ROWELL SHAWN	Refund Check	23.31
ROWELL SHAWN	Refund Check	40.49
ROWELL SHAWN	Refund Check	16.60
ROWELL SHAWN	Refund Check	1.64
ROWELL SHAWN	Refund Check	7.81
THAO YER	Refund Check	36.47
THAO YER	Refund Check	70.35
THAO YER	Refund Check	12.07
THAO YER	Refund Check	2.55
THAO YER	Refund Check	5.69
TORRES MARIA	Refund Check	22.24
TORRES MARIA	Refund Check	44.44
TORRES MARIA	Refund Check	15.86
TORRES MARIA	Refund Check	1.54
TORRES MARIA	Refund Check	7.46
Treasurer State Of Iowa	PR Batch 00555.03.2016 State Income Tax	3,953.09

UNAVAILABLE **Department Total =** 51,987.98

Police Department

Bomgaars Supply, Inc	Lubricant	5.99
City of Storm Lake	Health Ins Allocations Apr2016	21,730.65
Edwards Storm Lake	Brake Repairs	778.63
Edwards Storm Lake	Oil Change & Repairs	115.39
Edwards Storm Lake	Oil Seal & Rear Timming Reapairs	1,191.47
Edwards Storm Lake	Front Brake Rotor Replacement	324.36
Principal Life Ins Co	Insurance Premium Apr 2016	2,115.79
Rasmussen's	Control Arm Replacement & Alignment	420.23
Rasmussen's	Brake Fluid	31.03
Reserve Account	Postage Mar 22, 2016	82.01
Rohr Manufacturing Services, Ltd	Annual Fire Extinguisher Inspection	168.20
Storm Lake Bakery	Meeting Expense	21.40
Ultramax Ammunition	Ammo	218.00
Wal Mart #01-1526	Photo Refills	11.88
Wal Mart #01-1526	Ammo	27.94
Wal Mart #01-1526	USB	19.96
Wal Mart #01-1526	Photo Refill	14.85

Wal Mart #01-1526	Ice Melt		23.15
Wal Mart #01-1526	Washer Fluid		9.48
Police Department		**Department Total =**	27,310.41
Fire Department			
Bomgaars Supply, Inc	Lights		11.98
City of Storm Lake	Health Ins Allocations Apr2016		1,995.89
Feld Equipment Company, Inc Ed M	Boots for New Fire Fighter- Spake		173.00
Heiman Inc	Bunker Gear for New FF- Spake		1,565.00
Principal Life Ins Co	Insurance Premium Apr 2016		180.40
Fire Department		**Department Total =**	3,926.27
Building Official			
City of Storm Lake	Health Ins Allocations Apr2016		1,970.82
Principal Life Ins Co	Insurance Premium Apr 2016		137.87
Reserve Account	Postage Mar 22, 2016		38.26
Building Official		**Department Total =**	2,146.95
Crime Prevention			
Buena Vista University	Attn: Common Grounds- Coffee with a Cop		89.53
Crime Prevention		**Department Total =**	89.53
Roadway Maintenance			
Bolton & Menk, Inc	Engineering Services through 3/24/2016		127.00
Bolton & Menk, Inc	Engineering Services through 3/24/2016		316.00
Bomgaars Supply, Inc	Propane Cylinder		54.99
Bomgaars Supply, Inc	Plugs, Cultivator, & Adapter		20.77
Central Iowa Distributing, Inc	Cleaning Supplies		87.40
Cintas First Aid & Safety	First Aid Supplies		103.76
City of Storm Lake	Health Ins Allocations Apr2016		7,331.63
CNH Industrial America LLC	Carb & Hose		118.95
CNH Industrial America LLC	Carb, Cyls, & Woodruff		620.20
CNH Industrial America LLC	Guide, Bar, & Gauge		124.61
CNH Industrial America LLC	Bar		70.90
Fastenal Company	Supplies		12.00
Principal Life Ins Co	Insurance Premium Apr 2016		466.33
Reding Gravel & Excavating Co., Inc	Rock		1,779.82
Reding Gravel & Excavating Co., Inc	Rock		25.03
Reding Gravel & Excavating Co., Inc	Rock		740.52
Rohr Manufacturing Services, Ltd	Annual Fire Extinguisher Inspection		197.00
Roadway Maintenance		**Department Total =**	12,196.91
Snow Removal			
City of Storm Lake	Health Ins Allocations Apr2016		2,072.34
Principal Life Ins Co	Insurance Premium Apr 2016		137.09
Snow Removal		**Department Total =**	2,209.43
Airport			

Bomgaars Supply, Inc	Bathroom Supplies	5.99
Reserve Account	Postage Mar 22, 2016	16.01
Sioux Equipment Co Inc	AV Gas Cabinet Reel Repairs & Grounding Clamp	1,882.64

Airport **Department Total =** 1,904.64

Library

Baker & Taylor, Inc	Books	9.06
Baker & Taylor, Inc	Books	7.88
Baker & Taylor, Inc	Books	54.03
Barnes & Noble Booksellers, Inc	Books	35.18
Barnes & Noble Booksellers, Inc	Books	417.83
Barnes & Noble Booksellers, Inc	Books	39.96
Barnes & Noble Booksellers, Inc	Books	155.96
Barnes & Noble Booksellers, Inc	Books	91.16
Barnes & Noble Booksellers, Inc	Books Returned	-7.47
Brodart Co	Books	35.28
Brodart Co	Books	109.63
Brodart Co	Books	17.62
Brodart Co	Books	73.49
Central Iowa Distributing, Inc	Cleaning Supplies	134.80
Central Iowa Distributing, Inc	Vac Repairs	134.73
City of Storm Lake	Health Ins Allocations Apr2016	4,687.74
Custodian of Petty Cash Kim Mehlenbacher	Postage	258.08
Ebsco Industries Inc	FY2016 Core Collection- 5 Pack	1,193.00
Graffix, Inc	Uniforms	144.10
Ingram Library Services, Inc	Books	15.64
Ingram Library Services, Inc	Books	11.44
Ingram Library Services, Inc	Books	15.07
Ingram Library Services, Inc	Books	15.63
Ingram Library Services, Inc	Books	33.56
Ingram Library Services, Inc	Books	11.44
Ingram Library Services, Inc	Books	16.21
Ingram Library Services, Inc	Books	17.34
Ingram Library Services, Inc	Books	15.63
Ingram Library Services, Inc	Books	16.78
Ingram Library Services, Inc	Books	14.46
Ingram Library Services, Inc	Books	11.03
Ingram Library Services, Inc	Books	11.03
Ingram Library Services, Inc	Books	9.31
Ingram Library Services, Inc	Books	10.46
Ingram Library Services, Inc	Books	17.37
Ingram Library Services, Inc	Books	32.42
Ingram Library Services, Inc	Books	16.22
Ingram Library Services, Inc	Books	6.04
JNB Acquisition Corporation	Copier Maintenance Agreement	41.26
JNB Acquisition Corporation	Copier Maintenance Agreement	9.32
Midwest Tape LLC	DVDs	92.95
Midwest Tape LLC	DVDs	94.96
Midwest Tape LLC	DVDs	29.99
Midwest Tape LLC	DVDs	170.92
Midwest Tape LLC	DVDs	131.96
Pilot Tribune	February 2016 Advertising	116.06
Pilot Tribune	January 2016 Advertising	183.26
Principal Life Ins Co	Insurance Premium Apr 2016	194.47
Recorded Books LLC	CDs	35.99
Recorded Books LLC	CDs	31.50

Recorded Books LLC	CDs		40.50
Recorded Books LLC	CDs		35.09
Reserve Account	Postage Mar 22, 2016		10.89
Turnquist Laura	Homebound Delivery Reimb- Feb 2016		10.80
Library		**Department Total =**	9,119.06
Agencies			
Witter Gallery Inc	4th Quarter Payment FY 2016 (Final)		2,750.00
Agencies		**Department Total =**	2,750.00
Parks Department			
A & A Automotive	New Tires		82.64
Bomgaars Supply, Inc	Cleaning Supplies		19.77
Bomgaars Supply, Inc	Hooks		3.98
Bomgaars Supply, Inc	Idler Pulley		79.96
Central Iowa Distributing, Inc	Cleaning Supplies		172.35
City of Storm Lake	Health Ins Allocations Apr2016		1,978.19
Inquirehire	Background Checks		59.80
Midwest Turf & Irrigation	Armrest		97.67
Principal Life Ins Co	Insurance Premium Apr 2016		196.34
ProBuild	Supplies		19.00
Parks Department		**Department Total =**	2,709.70
Golf Course			
City of Storm Lake	Health Ins Allocations Apr2016		1,120.86
Deere Credit Inc	Trasmission Repairs		123.64
Principal Life Ins Co	Insurance Premium Apr 2016		87.14
Golf Course		**Department Total =**	1,331.64
Campgrounds			
City of Storm Lake	Health Ins Allocations Apr2016		373.62
Principal Life Ins Co	Insurance Premium Apr 2016		29.05
Campgrounds		**Department Total =**	402.67
Awaysis			
Standard and Poor's Financial Services LLC	Bond Refinancing & Issuance Fee		665.00
Awaysis		**Department Total =**	665.00
Hotel Operations			
Midwestern Mechanical of Iowa, Inc	2 Water Heaters for Pool Area		21,437.56
Hotel Operations		**Department Total =**	21,437.56
Dohrman Trust			
Century Business Products,Inc	Copier Maintenance Agreement (Partial)		15.00

Dohrman Trust		**Department Total =**	15.00
Storm Lake Sub-Division #5			
Bolton & Menk, Inc	On-Call Engineering Services through 3/24/2016		1,030.00
Storm Lake Sub-Division #5		**Department Total =**	1,030.00
Dredging			
City of Storm Lake	Health Ins Allocations Apr2016		284.32
Principal Life Ins Co	Insurance Premium Apr 2016		20.27
Dredging		**Department Total =**	304.59
Mayor, Council, Manager			
City of Storm Lake	Health Ins Allocations Apr2016		22.30
Principal Life Ins Co	Insurance Premium Apr 2016		50.88
Mayor, Council, Manager		**Department Total =**	73.18
Policy & Administration			
City of Storm Lake	Health Ins Allocations Apr2016		1,431.69
Principal Life Ins Co	Insurance Premium Apr 2016		15.72
Policy & Administration		**Department Total =**	1,447.41
City Hall Building			
Rohr Manufacturing Services, Ltd	Annual Fire Extinguisher Inspection		53.80
Steve's Window Svc	Window Cleaning Services		37.00
City Hall Building		**Department Total =**	90.80
Other Policy & Administration			
Auditor State of Iowa	FY 2015 Audit Filing Fee- City of Storm Lake		850.00
Hoffman's Inc	Fisher Memeorial- Less Tax		50.00
King's Pointe Resort	Legislative Breakfast		41.68
Navratil Keri	IMMI Conference- Iowa City- Navratil		150.74
Patrick James H	League of Cities Legislative Day & League Meeting		56.88
Qualified Presort Service, LLC	City Tidbits		200.94
Reserve Account	Postage Mar 22, 2016		297.13
Wal Mart #01-1526	Supplies		74.26
Other Policy & Administration		**Department Total =**	1,721.63
Water Administration			
Bolton & Menk, Inc	Engineering Services through 3/24/2016		936.50
City of Storm Lake	Health Ins Allocations Apr2016		3,007.06
Inquirehire	Background Checks		22.84
Navratil Keri	IMMI Conference- Iowa City- Navratil		150.75
Patrick James H	League of Cities Legislative Day & League Meeting		56.88
Principal Life Ins Co	Insurance Premium Apr 2016		86.10
Qualified Presort Service, LLC	Monthly Statements		394.50
Reserve Account	Postage Mar 22, 2016		39.88

Water Administration		**Department Total =**	4,694.51
Water Plant			
Bomgaars Supply, Inc	Plug, Bushings, & Nipples		19.34
Bomgaars Supply, Inc	Pressure Washer Fittings		22.47
Bomgaars Supply, Inc	Hose Clamps		22.80
Bomgaars Supply, Inc	Kerosene Can		29.99
Bomgaars Supply, Inc	Slaker Repairs		72.89
Bomgaars Supply, Inc	Slaker Repairs		13.56
Bomgaars Supply, Inc	Pressure Washer Hose, Gun, & Nozzles		164.97
Certified Testing Services, Inc	Lime Lagoon Restoration Testing 3/23/2016		2,877.00
City of Storm Lake	Health Ins Allocations Apr2016		4,756.30
Iowa Water Env Assoc	Spring 2016 Conference- Cherokee- Allen		30.00
Iowa Water Env Assoc	Spring 2016 Conference- Cherokee- Sutton		30.00
Principal Life Ins Co	Insurance Premium Apr 2016		440.74
Veenstra & Kimm, Inc	Construction Sevices Well #20 through 2/13/2016		7,503.00
Veenstra & Kimm, Inc	Construction Sevices Well #20 through 3/19/2016		1,497.00
Water Plant		**Department Total =**	17,480.06
Water Distribution			
Buena Vista Co Recorder	March 2016 Recording Fees		64.00
City of Storm Lake	Health Ins Allocations Apr2016		1,415.53
Principal Life Ins Co	Insurance Premium Apr 2016		122.67
Water Distribution		**Department Total =**	1,602.20
Water Meters			
City of Storm Lake	Health Ins Allocations Apr2016		1,127.10
Principal Life Ins Co	Insurance Premium Apr 2016		53.66
Water Meters		**Department Total =**	1,180.76
Wastewater Administration			
City of Storm Lake	Health Ins Allocations Apr2016		2,997.46
Inquirehire	Background Checks		22.83
Navratil Keri	IMMI Conference- Iowa City- Navratil		150.75
Patrick James H	League of Cities Legislative Day & League Meeting		56.88
Principal Life Ins Co	Insurance Premium Apr 2016		88.69
Qualified Presort Service, LLC	Monthly Statements		394.49
Reserve Account	Postage Mar 22, 2016		39.88
Wastewater Administration		**Department Total =**	3,750.98
Wastewater Treatment Plant			
Bomgaars Supply, Inc	Sump Pump & Coupler		79.17
Bomgaars Supply, Inc	Ball Valve & Nipple		11.48
Bomgaars Supply, Inc	Connectors		21.96
Bomgaars Supply, Inc	Rope		11.99
Bomgaars Supply, Inc	Battery & Socket Set		117.98
Bomgaars Supply, Inc	Batteries & Dishwashing Liquid		23.98
Bomgaars Supply, Inc	Key		1.99
City of Storm Lake	Health Ins Allocations Apr2016		4,732.44

Control System Specialists, LLC	Calibration		2,481.00
Electric Pump Inc	Service Call on Voltage Meter		1,071.25
Fareway Store #461	Distilled Water for Testing		111.44
Fastenal Company	Supplies		16.57
H-O-H Water Technology, Inc	Polymer		3,450.00
Iowa Dept of Natural Resources	Construction Permit for Lift Station Pump Replaceme		100.00
Lou's Gloves, Inc	Gloves		138.00
NCL of Wisconsin Inc	Testing Supplies		339.22
Nutri-Ject Systems, Inc	Biosolids Field Report		150.00
Principal Life Ins Co	Insurance Premium Apr 2016		348.37
Recycle Center Harold Rowley	Recycling		34.84
Recycle Center Harold Rowley	Recycling		33.80
Schoon Construction & Excavation, LLC	Sanitary Sewer Sevices		2,165.00
Storm Lake Times The	2016 Annual Subscription- WasteWater		59.95
Wal Mart #01-1526	Supplies		24.31
Wastewater Treatment Plant		**Department Total =**	15,524.74
Wastewater Collection			
City of Storm Lake	Health Ins Allocations Apr2016		1,415.53
Eriksen Construction Co, Inc	Pay Est #1-S of Supplemental Contract #4 through 3/3		79,800.00
Eriksen Construction Co, Inc	Pay Est #1-S of Supplemental Contract #4 through 3/3		10,640.00
Eriksen Construction Co, Inc	Pay Est #1-S of Supplemental Contract #4 through 3/3		15,960.00
Principal Life Ins Co	Insurance Premium Apr 2016		122.67
Schoon Construction & Excavation, LLC	Grinder Pump Installation (Including Change Order #1		20,058.86
Veenstra & Kimm, Inc	Construction Observation through 3/19/2016		3,736.47
Veenstra & Kimm, Inc	Construction Observation through 3/19/2016		498.20
Veenstra & Kimm, Inc	Construction Observation through 3/19/2016		747.29
Veenstra & Kimm, Inc	Construction Observation through 2/13/2016		3,752.70
Veenstra & Kimm, Inc	Construction Observation through 2/13/2016		2,501.81
Veenstra & Kimm, Inc	Construction Observation through 2/13/2016		18,763.53
Veenstra & Kimm, Inc	Construction Admin through 3/19/2016		2,964.00
Veenstra & Kimm, Inc	Construction Admin through 3/19/2016		395.20
Veenstra & Kimm, Inc	Construction Admin through 3/19/2016		592.80
Veenstra & Kimm, Inc	Construction Admin through 2/13/2016		3,307.20
Veenstra & Kimm, Inc	Construction Admin through 2/13/2016		2,204.80
Veenstra & Kimm, Inc	Construction Admin through 2/13/2016		16,536.00
Wastewater Collection		**Department Total =**	183,997.06
Landfill			
City of Storm Lake	Health Ins Allocations Apr2016		469.58
Inquirehire	Background Checks		22.83
Principal Life Ins Co	Insurance Premium Apr 2016		21.40
Qualified Presort Service, LLC	Monthly Statements		394.49
Reserve Account	Postage Mar 22, 2016		19.94
Landfill		**Department Total =**	928.24
Storm Water Administration			
City of Storm Lake	Health Ins Allocations Apr2016		753.83
Principal Life Ins Co	Insurance Premium Apr 2016		30.00
Qualified Presort Service, LLC	Monthly Statements		394.49
Storm Water Administration		**Department Total =**	1,178.32

Storm Water Collection

Bolton & Menk, Inc	Engineering Services through 3/24/2016		36,583.50
Bolton & Menk, Inc	Engineering Services through 1/31/2016		1,657.00
Bolton & Menk, Inc	Engineering Services through 1/31/2016		172.00
City of Storm Lake	Health Ins Allocations Apr2016		660.57
H & W Contracting LLC	Pay Estimate #7 of North Central Storm Water		15,109.75
Iowa Dept of Natural Resources	Water Main Construction Permit		100.00
Principal Life Ins Co	Insurance Premium Apr 2016		37.06
Storm Water Collection		**Department Total =**	54,319.88

Street Cleaning

City of Storm Lake	Health Ins Allocations Apr2016		470.13
Street Cleaning		**Department Total =**	470.13

Insurance

Auxiant - Claims Account	3/21/2016 Claims		665.47
Auxiant - Claims Account	3/28/2016 Claims		7,893.34
Auxiant - Flex Account	3/23/2016 Flex Claims		1,763.74
Auxiant - Flex Account	3/30/2016 Flex Claims		63.76
Insurance		**Department Total =**	10,386.31

Vehicle Maintenance

Bomgaars Supply, Inc	Collar		5.67
Vehicle Maintenance		**Department Total =**	5.67
		Grand Total =	440,389.22

BEFORE THE STORM LAKE CITY COUNCIL

IN RE:

CASEY'S MARKETING COMPANY d/b/a/ CASEY'S GENERAL STORE#2497 222 W. MILWAUKEE AVENUE STORM LAKE, IA 50588	ORDER ACCEPTING ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

On this ____ day of _____, 2016, in lieu of a public hearing on the matter, the Storm Lake City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Storm Lake.

Therefore, the Storm Lake City Council FINDS that the above-captioned permittee has remitted to the City of Storm Lake, a civil penalty in the amount of Three Hundred Dollars ($300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

_____

Mayor Jon F. Kruse

BEFORE THE STORM LAKE CITY COUNCIL

IN RE:

CASEY'S MARKETING COMPANY
d/b/a CASEY'S GENERAL STORE #2497
222 W. MILWAUKEE AVENUE
STORM LAKE, IA 50588

ACKNOWLEDGMENT/
SETTLEMENT AGREEMENT

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I hereby knowingly and voluntarily acknowledge that I have received the Notice of Hearing and the Complaint in the above case. I hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.2. I have enclosed a check for the amount of $300.00 made payable to the City of Storm Lake to settle the above referenced complaint.

Amy M. Costello Legal Counsel

3/14/16
Date

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your $300.00 check made payable to the City of Storm Lake, should be returned to Philip E. Havens, 716 Lake Avenue, P.O. Box 426, Storm Lake, IA 50588.

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

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

Mayor Kruse called the meeting to order at 5:02pm.

Hear the Public – Cindy Cone, 761 610th Street, would like to see the Council set the condo site as a priority and have it sold by April 15, 2016.

Consent Agenda – Moved by Council Member Engelmann to approve the consent agenda which included checks #51721 through #51943, minutes from the March 9, 2016 council meeting and liquor licenses for King's Pointe Water Park, Sunrise Pointe Golf Course and Mo's (subject to dram shop insurance), Sichanh Liquor Store and La Perla. Seconded by Council Member Carlson. Vote: All ayes with Council Member Porsch absent. Motion carried.

Right of First Refusal – South School – Mayor Kruse opened the public hearing on the City's relinquishment and disposition of right of first refusal to Storm Lake Community School District for South School stating that this was the time and place for any comments. After hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Anderson to adopt Resolution No. 107-R-2015-2016 approving relinquishment and disposition of right of first refusal to Storm Lake Community School District and authorizing the Mayor and Clerk to execute deed and other documents for such relinquishment and disposition. Seconded by Council Member Rice. Vote: All ayes with Council Member Porsch absent. Motion carried.

RESOLUTION NO. 107-R-2015-2016

RESOLUTION APPROVING RELINQUISHMENT AND DISPOSITION OF RIGHT OF FIRST REFUSAL TO STORM LAKE COMMUNITY SCHOOL DISTRICT; AND AUTHORIZING MAYOR AND CLERK TO EXECUTE DEED AND OTHER DOCUMENTS FOR SUCH RELINQUISHMENT AND DISPOSITION

WHEREAS, on September 19, 2012, the Storm Lake Community School District ("District"), by a Grant of Right of First Refusal recorded September 26, 2012 as instrument number 122666 in the Buena Vista County, Iowa Recorder's Office (the "Grant"), granted the City of Storm Lake, Iowa ("City") a right of first refusal with respect to the following described real estate owned by the District:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), AND FIVE (5), BLOCK FORTY (40), ORIGINAL TOWN OF STORM LAKE, IOWA **EXCEPT** THE EAST ONE HUNDRED SEVENTY-TWO FEET (E. 172') OF THE NORTH SIXTY-FIVE FEET (N. 65') OF LOT ONE (1), BLOCK FORTY (40), ORIGINAL TOWN OF STORM LAKE, IOWA

(the "Real Estate");

WHEREAS, under the Grant, the City had the right to match any offer to purchase the Real Estate received by the District and acquire the Real Estate from the District;

WHEREAS, the District is interested in conveying the Real Estate to a developer for nominal consideration because the Real Estate is in disrepair, is no longer used for District purposes, and is a financial burden for the District;

WHEREAS, the City has no interest in acquiring the Real Estate because of the Real Estate's condition and lack of significant economic value;

WHEREAS, the City desires that the Real Estate be developed and returned to the real estate tax base of the City;

WHEREAS, the District desires that the City relinquish its rights under the Grant to facilitate the sale and conveyance of the Real Estate to a third party;

WHEREAS, the Real Estate, if acquired by the City through an exercise of its rights under the Grant, would be without apparent value or use to the City and could well be a financial liability; and the City, without consideration, is willing to cooperate with the District by relinquishing the City's rights under the grant to facilitate the District's conveyance of the Real Estate to a third party;

WHEREAS, the City Council, by Resolution adopted March 9, 2016, proposed to relinquish its rights under the Grant and quitclaim any interest the City may have in the Real Estate to the District, without actual consideration;

WHEREAS, notice of said relinquishment and disposition of the City's interest in the Real Estate has been made to the public by publication in the Storm Lake Times on March 11, 2016, pursuant to a directive to the Clerk contained in the March 9, 2016 Resolution; and

WHEREAS, the Council finds that the proposed relinquishment and disposition is in the City's interest for the reasons set forth above.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Storm Lake, Iowa does hereby agree to relinquish its rights under the Grant and quitclaim any interest the City may have in the Real Estate without monetary consideration.

IT IS FURTHER RESOLVED AND DIRECTED that the Mayor and City Clerk are authorized to sign and otherwise execute and deliver a quit claim deed and all other necessary deeds and documents associated with the relinquishment of the City's rights under the Grant and disposition by the City of any interest it may have in the Real Estate to the District as provided in this Resolution.

Passed and approved this 21st day of March, 2016.

_____
Jon F. Kruse, Mayor

Attest:

_____
Sue Vossberg, City Clerk

Engineering Services – Moved by Council Member Engelmann to approve an engineering services contract with Emmons & Olivier Resources, Inc. for the Storm Lake Water Treatment Pond Retrofit. Contract to not exceed $46,000. Seconded by Council Member Rice. Vote: All ayes with Council Member Porsch absent. Motion carried.

Finance Director Search Services – Moved by Council Member Rice to approve a contract with Slavin and Associates for finance director search services. Contract amount $14,730 plus travel and accommodations. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Porsch absent. Motion carried.

FEMA Project – Contract #4 – Moved by Council Member Anderson to adopt Resolution No. 108-R-2015-2016 approving change order #1S to the supplemental contract with Eriksen Construction for the Sanitary Sewer System Mitigation Project Contract 4 – Lift Stations. Change order extends the contract completion date to April 15, 2016. Seconded by Council Member Carlson. Vote: All ayes with Council Member Porsch absent. Motion carried.

RESOLUTION NO. 108-R-2015-2016

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

To approve Change Order No. 1S to the contract with Eriksen Construction for the Sanitary Sewer System Mitigation Project – Contract 4 – Lift Stations, for extension of the contract completion date from October 1, 2015 to April 15, 2016. The extension is to provide a specific time schedule for completion of the work under the Supplemental Contract.

There is no cost to Change Order No. 1S. Total Contact cost after change order No. 1S is 112,000.00.

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

_____
Jon F. Kruse, Mayor

ATTEST:

_____
Sue Vossberg, City Clerk

Adjourn – Moved by Council Member Engelmann to adjourn the meeting at 5:24pm. Seconded by Council Member Rice. Vote: All ayes with Council Member Porsch absent. Motion carried.

Jon. F. Kruse, Mayor Attest: Sue Vossberg, City Clerk

King's Pointe Resort
Disbursements 3/16/2016 to 3/29/2016

Vendor Name	Description	Amount
Acco	supplies	639.40
Ace Hardware Inc. (2)	supplies	63.36
Ameripride Services (2)	supplies	1,266.24
Arnold Motor Supply	supplies	9.49
Bomgaars	supplies	153.95
Capital Sanitary Supply Co.	supplies	595.42
Citadel Communications Co-KCAU	advertising	1,450.00
Comm 1st Braodcasting- KKIA/KAYL	advertising	380.00
Convergence LLC	supplies	75.00
Ecolab Food Safety Solutions	services	126.46
Whitney Dickinson	supplies	348.60
Ecolab Center- Chicago	supplies	946.29
Expedia Inc	advertising	322.43
Ferguson Enterprises, Inc. (2)	supplies	3.03
Fire Proof Plus Inc	services	1,014.75
Frigitec	supplies	101.13
Pitney Bowes Global Financial	services	151.98
Hamco Walker Paper Co	supplies	162.00
Hy-Vee Food Store (2)	food	396.66
Mid-American Energy	utilities	9,473.90
Iowa Office Supply (2)	supplies	260.87
J Dan Skinner.com, Inc	services	13.25
KDSN AM/FM	advertising	75.00
Kinseth Hotel Corporation	payroll, work comp	69,091.82
Media Advertising Inc	advertising	700.00
Olsen Welding	supplies	75.00
Orkin Eterminating Inc	services	220.23
Pepsi-Cola Bottling Co. (2)	beverages	1,683.67
Pilot Tribune	advertising	398.86
Probuild Company Inc	supplies	28.56
Rebnord Technologies	services	2,303.28
Rent-All Inc	rental	50.00
Star Leasing LLC	services	230.13
The Storm Lake Times	advertising	88.50
Sysco Guest Supply	supplies	1,121.27
Treasurer - State of Iowa	sales tax	11,600.00
US Foods (2)	food	15,364.34
US Water Services Inc	supplies	458.33
Vizergy	web site maintenance	220.00
Al's Liquor (2)	beverages	1,411.22
Doll Distributing (2)	beverages	1,483.50
Misc POA Disbursements	reimbursements	512.92
Glazer's Distributors	services	136.50
Johnson Brothers/Iowa Wine & Bev (2)	beverages	1,427.88
King's Pointe Resort	services	95.44
Steve's Window Service (2)	services	294.25
Storm Lake Rotary Club	services	100.00
Western Iowa Tourism Region	services	35.00
	Total	**127,159.91**

Sunrise Pointe Golf Course
Disbursements 3/16/2016 to 3/29/2016

Ace Hardware	supplies		60.43
Colorize Inc	supplies		383.00
Ferguson Enterprises	supplies		245.88
Hawk-I Electric	services		520.93
Mid American Energy	utilities		341.27
Kinseth Hotel Corporation	payroll, management fee		1,026.70
Quality Resource Group Inc	services		70.68
		Totals	**2,648.89**

M E M O R A N D U M

TO: SUE VOSSBERG

FROM: MARK PROSSER

DATE: MARCH 30, 2016

REFERENCE: LIQUOR LICENSE RENEWAL
PUFF'S
1205 E LAKESHORE DR

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

INCIDENT	03-31-2014 to 02-17-2015	02-18-2015 to 03-28-2016
Ambulance Assist	0	1
Assault	1	1
Bar Check	164	158
Business Assist	0	1
Business Security	124	176
Citizens Assit	2	0
City/County Department Assist	0	1
Disturbance	1	1
Drivers License Check	1	0
Fight	0	3
Hit and Run Property Damage	1	1
Intoxicated Driver	1	1
Intoxicated Pedestrian	7	1
Keys Locked In Car	3	2
Law Department Assist	0	1
Motorist Assist	0	1
Open Window/Door	0	1
Pedestrian Stop	1	1
PR/Talk/Presentation	1	4
Registration Check	2	3
Street Beat	1	2
Suspicious Person	1	0
Suspicious Vehicle	0	1
Vehicle Stop	1	0
Wants/Warrants Check	0	1

Warrant Service	0	1

ARRESTS

Disorderly Conduct	2	6
Interference	0	1
Possess Alcohol As A Minor	0	1
Public Intoxication	6	9
Trespass	1	0

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: SUE VOSSBERG

FROM: MARK PROSSER

DATE: MARCH 30, 2016

REFERENCE: LIQUOR LICENSE RENEWAL
RESTAURANTE LA ORIGINAL
516 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:

	2-17-2014 to 2-17-2015	2-18-2015 to 3-28-2016
INCIDENTS		
9-1-1 Hang-Up Call	0	1
Accident	0	1
Burglary to Vehicle	1	0
Business Security	19	18
Citizen Assist	2	0
City Code Enforcement	0	2
Drug Investigation	2	0
Extra Security	0	1
Fight	1	0
Harassment	1	0
Interpretation	2	2
Keys Locked In Car	1	0
Lost Property	0	2
Parking Complaint	0	1
Pedestrian Stop	1	0
PR/Talk/Presentation	1	2
Station Assignment	2	2
Street Beat	6	6
Suspicious Vehicle	1	0
Theft	0	1
Vehicle Stop	2	1
ARRESTS		
	none	none

Recommendation: Approval of liquor license.

Staff Summary

4/4/2016
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:

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	$440,389.22	$60,562.40	$12,036.93	20	$2,613.64	4	$45,911.83	76
King's								

King's Pointe	$127,159.91	$45,955.17	$15,532.39	34			$30,422.78	66
Golf Course	$2,648.89	$1,622.19	$1,030.58	64			$591.61	36

RECOMMENDATION: Review Buy Local Information

Staff Summary

4/4/2016
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: Keri Navratil, Assistant City Manager

SUBJECT: Motion For Receipt of Bids for $1,500,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2016A

BACKGROUND: Bids for the $1,500,000 Taxable General Obligation Refunding Capital Loan Notes, Series, 2016A and were accepted on Monday, April 4, 2016.

The City received ___bids. The name and address of the bidders and bids submitted will be provided at the Council meeting after the bids have been received.

This motion simply notes the receipt of bids for these capital loan notes.

FISCAL IMPACT: There is no fiscal impact to this motion.

RECOMMENDATION: Approve the motion for the receipt of bids for the $1,500,000 General Obligation Refunding Capital Loan Notes, Series 2016A.

Staff Summary

4/4/2016
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: Keri Navratil, Assistant City Manager

SUBJECT: Resolution No. 109-R-2015-2016 Directing Sale of $1,500,000 (Subject to Adjustment Per Terms of Offering) Taxable General Obligation Refunding Capital Loan Notes, Series 2016A

BACKGROUND: Bids for the sale of these refunding capital loan notes were opened prior to the Council meeting on April 4, 2016. The best bid received is determined to be:

The name and bid will be provided prior to the Council meeting after the bids have been received.

The best bid was determined to be as follows:
Name and address of bidder:
True Interest Rate:
Net Interest Cost:

Revenue from the sale of these notes will be used to reduce the interest cost for the $1,310,000 outstanding Taxable General Obligation Urban Renewal Bonds, Series 2007. These are TIF bonds and complete the refinancing of the original bonding.

FISCAL IMPACT: The fiscal impact is the cost of the interest for the sale of the $1,500,000 Taxable General Obligation Refunding Capital Loan Notes which is $_____. (The amount will be provided once the winning bid is determined).

RECOMMENDATION: Adopt Resolution

ATTACHMENTS:

Description	Type
Resolution No. 109-R-2015-2016	Resolution

RESOLUTION NO. 109-R-2015-2016

RESOLUTION DIRECTING SALE OF $1,500,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2016A

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

$1,500,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2016A

Bidder: _____ of _____

The terms of award:

Final Par Amount as adjusted: $_____

Purchase Price as adjusted: $ _____

True Interest Rate: _____%

Net Interest Cost: $_____

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

Section 1. That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.

Section 2. That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That all acts of the Clerk done in furtherance of the sale of the Notes are hereby ratified and approved.

PASSED AND APPROVED this 4th day of April, 2016.

_____
Jon F. Kruse, Mayor

ATTEST:

_____
Sue Vossberg, City Clerk

Staff Summary

4/4/2016
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: Resolution No. 110-R-2015-2016 Authorizing the Redemption of Outstanding Taxable General Obligation Urban Renewal Bonds, Series 2007, dated June 1, 2007

BACKGROUND: May 21, 2007, City Council Authorized the issuance of $2,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2007, for the construction of the hotel. This bond is redeemable on June 1, 2016.

This resolution will authorize the redemption of the outstanding principal amount of $1,310,000 June 1, 2016 and authorize the City's Paying Agent, Wells Fargo Bank, N.A., to notify, by ordinary mail, the owners of the bonds and to notify CIFG Assurance North America, Inc. its agents or assigns as Insurer of the Bonds and to notify DTC.

The Finance Director is hereby authorized and directed to deposit in a separate fund a sum sufficient to pay all the principal and interest in the redeemed bonds and to notify Piper Jaffray to post the Notice of Redemption to the EMMA website.

This is the last Awaysis project bond to be refinanced.

FISCAL IMPACT: There is no fiscal impact to this resolution. The bonds will be redeemed with the refunding that was approved on the previous agenda item.

RECOMMENDATION: Approve Resolution.

ATTACHMENTS:

	Description	Type
🗋	Resolution No. 110-R-2015-2016	Resolution

RESOLUTION NO. 110-R-2015-2016

RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2007, OF THE CITY OF STORM LAKE, STATE OF IOWA, DATED JUNE 1, 2007, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated May 21, 2007, authorize the issuance of $2,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2007, (the "Bonds") dated June 1, 2007; and

WHEREAS, the Bonds are redeemable in any order of their numbering on June 1, 2016 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Bonds; and

WHEREAS, it is deemed necessary and advisable that $1,310,000 be so redeemed on June 1, 2016 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Bonds.

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

That outstanding Taxable General Obligation Urban Renewal Bonds, dated June 1, 2007, in the principal amount of $1,310,000, be and the same are hereby redeemed as of June 1, 2016.

The Registrar and Paying Agent, Wells Fargo Bank, N.A., is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause notice of redemption to be mailed to the registered owners of the Bonds by ordinary mail, and to notify CIFG Assurance North America, Inc., its agents or assigns as Insurer of the Bonds, and to notify DTC.

The Finance Director is hereby authorized and directed to cause to be deposited in a separate fund sum sufficient to pay all principal and interest on the redeemed Bonds to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Bonds in accordance with the Continuing Disclosure Certificate for the Bonds.

That the form of such notice be substantially as follows:

NOTICE OF THE CALL OF BONDS FOR REDEMPTION TO THE HOLDERS OF THE FOLLOWING DESCRIBED BONDS:

Please take notice that the Bonds described below have been called for redemption. Owners of the Bonds should present their Bonds for payment on the redemption date.

Issuer: City of Storm Lake, State of Iowa

Original Issue Amount: $2,945,000

Bond Issue: Taxable General Obligation Urban Renewal Bonds, Series 2007

Dated Date: June 1, 2007

Redemption Date: June 1, 2016

Redemption Price: Par, plus accrued interest

Bonds Called for Redemption

CUSIP Numbers	Bond Numbers	Principal Amount	Interest Rate	Maturity Date
862182 KF8	5	$50,000	5.50%	June 1, 2017
862182 KG6	6	$55,000	5.50%	June 1, 2018
862182 KH4	7	$60,000	5.50%	June 1, 2019
862182 KJ0	8	$65,000	5.55%	June 1, 2020
862182 KK7	9	$70,000	5.55%	June 1, 2021
862182 KL5	10	$75,000	5.55%	June 1, 2022
862182 KM3	11	$85,000	5.60%	June 1, 2023
862182 KN1	12	$90,000	5.60%	June 1, 2024
862182 KP6	13	$100,000	5.60%	June 1, 2025
862182 QA3	14	$320,000	5.60%	June 1, 2026
862182 QB1	15	$340,000	5.65%	June 1, 2027

No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Bonds.

The above Bonds should be presented to Wells Fargo Bank, N.A., Des Moines, Iowa. This represents a full call of the remainder of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

WELLS FARGO BANK, N.A., Des Moines, Iowa

_____

(End of Notice)

PASSED AND APPROVED this 4th day of April, 2016.

_____
Jon F. Kruse, Mayor

ATTEST:

_____
Sue Vossberg, City Clerk

Staff Summary

4/4/2016
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: Keri Navratil, Assistant City Manager

SUBJECT: Motion For Receipt of Bids For $720,000 Taxable Annual Appropriation General Obligation Capital Loan Notes, Series 2016B

BACKGROUND: Bids for the $720,000 General Obligation Capital Loan Notes, Series 2016B were accepted on Monday, April 4, 2016.

The City received ___bids. The name and address of the bidders and the bids submitted will be provided at the Council meeting after the bids have been received.

This motion simply notes the receipt of bids for these capital loan notes.

FISCAL IMPACT: There is no fiscal impact to this motion.

RECOMMENDATION: Approve the motion for the receipt of bids for the $720,000 General Obligation Capital Loan Notes, Series 2016B.

Staff Summary

4/4/2016
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. 111-R-2015-2016 Directing Sale of $720,000 (Subject to adjustment per terms of offering) General Obligation Capital Loan Notes, Series 2016B

BACKGROUND: Bids for the sale of these notes were opened prior to the Council meeting on April 4, 2016 and the best bid received is determined to be:

The name and bid will be provided prior to the council meeting after the bids have been received.
The terms of the bid:
Bidder/address:
Purchase Price:
True Interest Rate:
Net Interest Cost:

Revenue from the sale of these notes will be used for the Erie Street Stormwater and Street Improvement project.

FISCAL IMPACT: The fiscal impact is the will be provided once the winning bid is determined.

RECOMMENDATION: Adopt Resolution

ATTACHMENTS:

	Description	Type
🗋	Resolution No. 111-R-2015-2016	Resolution

RESOLUTION NO. 111-R-2015-2016

RESOLUTION DIRECTING SALE OF $720,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2016B

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

$720,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2016B

Bidder: _____ of _____

The terms of award:

Final Par Amount as adjusted: $_____

Purchase Price as adjusted: $ _____

True Interest Rate: _____%

Net Interest Cost: $_____

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

Section 1. That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.

Section 2. That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That all acts of the Clerk done in furtherance of the sale of the Notes are hereby ratified and approved.

PASSED AND APPROVED this 4th day of April, 2016.

Mayor

ATTEST:

City Clerk

Staff Summary

4/4/2016
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: James H. Patrick, City Manager

SUBJECT: Resolution No. 112-R-2015-2016 For Final Acceptance FEMA Contract Four - Supplemental Contract, Approving Final Partial Payment Estimate No. 1-S, And Approving Payment of Retainage

BACKGROUND: Council entered into a Supplemental Agreement with Eriksen Construction Co., Inc. November 16, 2015 for the purpose of installing odor control equipment at two of the new lift stations. The work on the supplemental contract is now complete except for landscaping. The Engineer has prepared a Certificate of Completion for Council's consideration and recommends Council's acceptance.

Along with the Final Acceptance is the final pay estimate in the amount of $106,400.00. This includes all work performed through March 31, 2016 with the exception of the retainage of $5,600 for the landscaping and any other incidental repairs. If the remaining work is completed, the retainage will be paid in 31 days.

FISCAL IMPACT: The fiscal impact is the final pay estimate for FEMA Contract 4 Supplemental Contract in the amount of $106,400 and the payment of the retainage of $5,600 in 31 days. This cost is shared with FEMA and Homeland Security and is budgeted.

RECOMMENDATION: Council Adopt Resolution No. 112-R-2015-2016 Final Acceptance of FEMA Contract Four - Supplemental Contract, approving Final Partial Payment Estimate No. 1-S, and approving the payment of retainage on or about May 5th, 2016.

ATTACHMENTS:

Description	Type
Resolution No. 112-R-2015-2016	Resolution
Final Acceptance Certificate	Backup Material

RESOLUTION NO. 112-R-2015-2016

RESOLUTION ACCEPTING PUBLIC IMPROVEMENT

WHEREAS, the City Council of the City of Storm Lake, Iowa entered into a supplemental contract, and the Mayor and Clerk of Storm Lake, Iowa executed the supplemental contract with Eriksen Construction Co., Inc. Blair, Nebraska with regard to the Sanitary Sewer System Mitigation Project Contract 4 – Lift Stations, Supplemental Contract.

WHEREAS, said contractor has fully completed the said project in accordance with the terms and conditions of said contract and plans and specifications.

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

Section 1. That said public improvement is hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract, and the total final supplemental contract price is $112,000.00.

Section 2. Approve payment of final pay estimate No. 1-S in the amount of $106,400.00.

Section 3. Approve payment of the retaining in the amount of $5,600.00 on or about May 5, 2016.

PASSED AND APPROVED this 4th day of April 2016.

_____
Jon F. Kruse, Mayor

ATTEST:

_____
Sue Vossberg, City Clerk

CERTIFICATE OF COMPLETION – SUPPLEMENTAL CONTRACT

SANITARY SEWER SYSTEM MITIGATION PROJECT CONTRACT 4 - LIFT STATIONS
SUPPLEMENTAL CONTRACT
STORM LAKE, IOWA
March 23, 2016

We hereby certify that we have made an on-site review of the completed construction of the Sanitary Sewer System Mitigation Project Contract 4 - Lift Stations, Supplemental Contract project as performed by Eriksen Construction Co., Inc.

As Engineers for the project, it is our opinion the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is One Hundred Twelve Thousand and 00/100 Dollars ($112,000.00).

VEENSTRA & KIMM, INC.

By _____

Title Project Manager

Date 23 March 2016

Accepted: CITY OF STORM LAKE, IOWA

By _____

Title _____

Date _____

35643

Staff Summary

4/4/2016
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: Keri Navratil, Assistant City Manager

SUBJECT: Motion To Approve Contract For Post-Employment Benefits Actuarial Study

BACKGROUND: GASB 45 requires public entities to reflect the value of the post-employment benefits (health, life, dental, etc.) that the City provides to retired employees in our audited financial statements. Most of this financial liability revolves around the requirement of the code of Iowa who retire prior to the age of 65. This section of the Iowa Code allows the retirees to continue participation in the group plan or under the group contract at the employee's own expense until the employee attains 65 years of age.

The City of Storm Lake has Other Post Employment Benefits (OPEB) liability. We are required to complete the actuarial because we allow retired employees to stay on our insurance at the full cost of the benefit through COBRA.

The firm will provide the following services to ensure that we are in compliance with GASB 45:

- Determine the actuarial value of benefits
- Evaluate and highlight the valuation assumptions (including turnover, retirement age, disability retirement age, mortality, inflation rate, etc.)
- Provide the required GASB 45 financial information and footnote disclosures for the Comprehensive Annual Financial Report and audit
- Provide descriptions of plan provisions, actuarial methods used, actuarial assumption and data used in the valuation.
- Provide an actuarial certification

Silverstone Group provided Actuarial Services for the City during the FY 12-13 Audit and the City was pleased with the services provided. We are required to complete this study every three

years, therefore the City of Storm Lake is required to have this done for our FY 15-16 Audit.

FISCAL IMPACT: The cost of the study is a not to exceed amount of $2,950. In the past we were able to use the Alternative Measurement Method which would be a cost of $1,950.

RECOMMENDATION: Approve the contract with Silverstone Group, Incorporated.

ATTACHMENTS:

	Description	Type
🗋	Agreement	Contract

ACTUARIAL SERVICES AGREEMENT

BETWEEN

SILVERSTONE GROUP, INCORPORATED

AND

CITY OF STORM LAKE, IOWA

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THIS ACTUARIAL SERVICES AGREEMENT ("Agreement") is made and entered into effective as of the _____ day of _____, 2016 (the "Effective Date"), by and between SilverStone Group, doing business from Omaha, Nebraska, (hereinafter referred to as "SilverStone Group"), and City of Storm Lake (hereinafter referred to as the "City").

WITNESSETH

WHEREAS, the City maintains several employee benefit plans which are under the general management and administration of the City.

WHEREAS, subject to the terms and conditions set forth herein, the City deems it appropriate to engage SilverStone Group to provide certain actuarial services for the plans, and SilverStone Group desires to accept such engagement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Contract for Services**. The City hereby contracts with SilverStone Group for their services as actuaries to the plans, and SilverStone Group hereby accepts such contract and agrees to provide such services in accordance with this Agreement.

2. **Actuarial Services.** SilverStone Group shall render such services as actuaries to the plans as requested by the City. Such services shall specifically include, but shall not be limited to, the services described as follows:

    a. Governmental Accounting Standards Board GASB 45 valuation and written report based on a Full Actuarial Valuation:
        - Analyze the data prepared by the City to assess any inconsistencies and make recommendations for enhancing data quality
        - Measurement of the Present Value of Future Benefits (PVFB) as of the date of first compliance with the GASB standard
        - Measurement of the Actuarial Accrued Liability (AAL) as of the date of first compliance with the GASB standard
        - Calculation of the Unfunded Actuarial Accrued Liability (UAAL) as of the date of first compliance with the GASB standard
        - Calculation of the Annual Required Contribution (ARC) for the first fiscal year in compliance with the GASB standard which would be the basis for the reported annual cost of the plans for accounting purposes, and
        - Illustration of the Required Supplementary Information (RSI), if requested, that will be disclosed in the City's financial reports for the first fiscal year in compliance with the GASB standard

b. Governmental Accounting Standards Board GASB 45 valuation and written report based on the Alternate Measurement Method:

Annual required contribution, as a dollar amount and a percentage of payroll, identifying normal cost, the outstanding balance and amortization amount for each component of the unfunded actuarial accrued liability

- Annual OPEB cost as a dollar amount and a percentage of payroll
- Reconciliation of net OPEB obligation during the current year and projected NET OPEB obligation at the end of the year

Descriptions of:

- Actuarial methods used, including actuarial funding method and UAAL amortization policy;
- Actuarial assumptions; and
- Data used in the valuation, including age/service distribution table(s)

c. As appropriate and if requested, prepare an analysis on how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.

d. As appropriate and if requested, provide recommendations on managing the OPEB liability. This may include changes in benefit design or retiree contributions, including specific recommendations and options.

e. As appropriate and if requested, review and update plan documents and design. Make recommendations as to formalizing informal plans and procedures.

f. General Actuarial Consulting Services

Relating to: (i) administration of the plans; (ii) general trends in actuarial practices; and (iii) changes in federal legislation and regulations, all upon request by the City.

g. Attendance at Meeting

If requested, the actuary may attend a meeting to review and discuss results of the annual actuarial valuation. We will distribute and discuss a management summary of the valuation at the annual meeting.

h. Additional Valuation Results

At the request of the City, SilverStone Group will extend the actuarial valuation analysis to determine the effect on annual costs and the funded status of the plans as a result of:

- a change in actuarial assumptions or actuarial methods
- a change in eligibility requirements of existing benefit provisions
- changes in benefit provisions

i. Report to Auditors/Assisting Auditors

At the request of the City, SilverStone Group will respond to the auditor's request for information regarding the annual actuarial valuation and financial disclosures that may be needed to provide the audit confirmation.

3. **Other Consulting Services.** SilverStone Group will provide, at the City's request, additional consulting services to the plans. These services may include, but are not limited to, (i) additional meetings; (ii) plan design analysis; (iii) merger/acquisitions and impact on the existing plans or the plans of acquired entities; (iv) plan document or plan summary reviews; (v) any other actuarial or administrative consulting services deemed necessary or appropriate by the plans of the City; (vi) suggestions/recommendations by SilverStone Group.

4. **Actuarial Fees.** As consideration for any of the services set forth in Paragraphs 2 and 3 above, the City agrees to pay SilverStone Group fees based on any direct expenses, any related travel expenses and hourly time charges based on the time recorded to complete the services and the hourly billing rates for the designated personnel as follows:

Principal Actuary	$250
OPEB Actuarial Analyst	$150
Group Benefit Consultant	$250

However, for the 2016 Fiscal Year Valuation, SilverStone Group will guarantee the maximum fees to complete the services in Paragraph 2a consistent with a Full Actuarial Valuation will be no more than $2,950.

If valuation results are derived using the Alternative Measurement Method the services in Paragraph 2b consistent with Alternative Measurement Method reporting will be no more than $1,950.

Hourly rates for years following 2016 may be increased to reflect trends in hourly rates, but any increase will not exceed 5% for each year following 2016.

5. **Invoices**. SilverStone Group shall provide the City with quarterly invoices not later than the twenty-fifth (25th) day of the month following each calendar quarter. These invoices shall set forth the amount of fees above for the preceding calendar quarter.

Payment for services must be made within 30 days of receipt of invoice. Payments made subsequent to such period, shall be subject to a late charge and reasonable interest as determined by SilverStone Group.

6. **Term.** The term of this Agreement shall commence on the Effective Date, and shall continue through December 31, 2019, unless terminated before that time by the City. The continuation of the agreement shall be contingent upon the periodic review by the City of the services being provided by SilverStone Group. This Agreement may be renewed for additional annual periods by mutual written agreement by both parties.

7. **Termination.** The City may terminate this Agreement at any time, with or without cause, by providing delivery of at least 60 days' advance written notice to SilverStone Group. In the event that the City exercises its right to terminate the Agreement as provided in this Paragraph 7, SilverStone Group shall be entitled to payment pursuant to Paragraph 5 hereof for services actually rendered to the City prior to the date of termination.

   SilverStone Group may terminate this agreement at any time, with or without cause, by providing delivery of at least 60 days written advance notice to the City.

8. **Indemnification of the Plans.** SilverStone Group shall defend, indemnify and hold the City harmless from and against any and all claims, suits, losses, liabilities, costs, damages and expenses, including reasonable attorneys' fees and court costs, suffered or incurred by the City arising from or as a result of negligence, fraud or willful misconduct by SilverStone Group or any representative, agent or employee of SilverStone Group, or any such party's failure to perform its duties and obligations under this Agreement.

   To the extent authorized by law, the City shall defend, indemnify and hold SilverStone Group harmless from and against any and all claims, suits, losses, liabilities, costs, damages and expenses, including reasonable attorney's fees and court costs, suffered or incurred by SilverStone Group arising from or as a result of negligence, fraud or willful misconduct by the City or any representative, agent or employee of the City or any such party's failure to perform its duties and obligations under this Agreement.

9. **Insurance.** From and after the Effective Date and continuing throughout the term of this Agreement, SilverStone Group shall, at their sole cost and expense, carry and maintain in full force and effect a professional liability/errors and omissions insurance policy with a policy limit of not less than Fifteen Million Dollars ($15,000,000), issued by an insurance company. If requested, SilverStone Group shall provide the City with a certificate evidencing such coverage. SilverStone Group shall provide the City with not less than sixty (60) days prior written notice of any proposed change in the type, coverage or amount of insurance required hereunder.

10. **Access to and Ownership of Files and Information.** SilverStone Group hereby acknowledges and agrees that the City and the City's authorized representatives, agents and employees shall have access to and the right to examine, inspect, audit, transcribe and copy during SilverStone Group's normal business hours, any and all accounts, books, documents, records and papers relating to the services provided pursuant to this Agreement. All such examinations shall be at the City's expense and shall be

conducted in a manner which preserves the confidentiality of SilverStone Group's records and business operations.

All intellectual property rights (such as copyrights and trade secrets) relating to materials and information developed by or relating to the plans and disclosed or supplied to SilverStone Group under this Agreement (the "Plans Information") will belong exclusively to the City All intellectual property rights (such as copyrights and trade secrets) relating to SilverStone Group's work product (including all materials and information developed by SilverStone Group in the course of performing services under this Agreement, but excluding Plans Information) ("SilverStone Group's Work") will belong exclusively to SilverStone Group. If personnel of SilverStone Group incorporate into SilverStone Group's Work any information relating to the plans to which SilverStone Group's confidentiality obligations under this Agreement apply, the information so incorporated into SilverStone Group's work will be and remain subject to such confidentiality obligations. SilverStone Group hereby grants to the City the perpetual and unrestricted right to use, reproduce and incorporate into other work all SilverStone Group's work delivered to the City under this Agreement for any internal business purpose of the City.

11. **Confidential Treatment of Plan Files and Information.** SilverStone Group acknowledges and agrees that, in the course of rendering their actuarial services and otherwise performing their duties and obligations hereunder, they shall be provided and entrusted with the safekeeping of certain documents and information relating to the City and its property and accounts (hereafter referred to as "Plans Files"). All such Plans Files shall at all times during the term of this Agreement and for a period of five (5) years thereafter, be treated by SilverStone Group as strictly confidential and sensitive proprietary business information. SilverStone Group shall maintain commercially reasonable policies and procedures to ensure the confidentiality and safekeeping of such Plans Files and shall not, except in accordance with the express terms of this Agreement or with the prior written consent of the City, disclose or permit the disclosure of any Plans Files to any person or entity whatsoever other than SilverStone Group's employees, officers and agents directly assigned to provide actuarial services to the plans hereunder, each of which shall be provided with such Plans Files solely on a "need-to know" basis and shall be bound by the confidentiality provisions of this Paragraph 11. The parties hereto acknowledge and agree that the confidentiality provisions set forth in this Paragraph 11 shall not apply to: (i) information which is already known to SilverStone Group prior to disclosure by the City; (ii) information which is in the public domain or is otherwise generally available to the public; (iii) information which is available to SilverStone Group from third parties, which third parties and information are not subject to non-disclosure obligations to the City or (iv) information which is independently developed by SilverStone Group. Furthermore, in the event any court or regulatory order or other service of legal process requires SilverStone Group to disclose information subject to the confidentiality provisions of this Paragraph 11, SilverStone Group, after providing written notice to the City as soon as reasonably possible after receipt of any such order or service of process, shall be permitted to make any disclosure required by law.

SilverStone Group further agrees to cooperate with the City in responding to any such orders. SilverStone Group acknowledges and agrees that any breach, attempted breach or repudiation of the confidentiality requirements set forth in this Paragraph 11 would produce irreparable harm and injury to the City and therefore agree that specific performance and/or injunctive relief, in addition to any other remedies available to the City at law or in equity, shall be remedies available to prevent the breach, attempted breach or repudiation of this Paragraph 11.

12. **Integrated Agreement; Severability.** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties relating to the subject matter hereof and not embodied in this Agreement, shall be of any force or effect. This Agreement shall not be modified except in a writing signed by all parties hereto. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall not be affected by such holding.

13. **Governing Law.** The statutes, regulations, and judicial interpretations of the laws of the State of Iowa shall determine all questions arising with respect to the provisions of this Agreement, except to the extent federal statutes supercede the laws of the State of Iowa.

14. **Actuarial Personnel.** SilverStone Group shall at all times throughout the term of this Agreement maintain a team of qualified professionals comprised of designated full-time employees/ principals of SilverStone Group who are permanently assigned to monitor, oversee and provide on a daily basis all of the actuarial services to be provided to the plans hereunder, and to receive and address all concerns communicated by the City. The City, in its sole discretion, shall have the right to demand the replacement of any individuals assigned to provide actuarial services to the City hereunder, in which case SilverStone Group shall immediately replace such person(s) with qualified replacements acceptable to the City in its sole discretion. SilverStone Group shall provide the City with not less than thirty (30) days advance written notice of any personnel changes or changes in SilverStone Group's management or organizational structure which may have an impact on SilverStone Group's performance hereunder. SilverStone Group shall use their good faith best efforts to minimize any disruption or interference with the actuarial services provided to the City as a result of any such management, organizational or personnel changes.

15. **Limitation of Liability**. Except for fraud, gross misconduct or willful misconduct by SilverStone Group, its affiliated companies, shareholders, associates or Board members, neither party will be liable to the other party for any indirect, consequential, incidental, special or punitive damages, including but not limited to loss of profit, income or savings, even if advised of such possibility, and neither party's total liability arising out of or related to this proposal for services under any theory of law will

exceed the total remuneration payable by the Client, to SilverStone Group in the 12 months before the accrual of the cause of action giving rise to liability.

16. **Dispute Resolution.** Any controversy, dispute or questions arising out of, in connection with or in relation to this agreement, between the Client and SilverStone Group, its affiliated companies, shareholders, associates, or Board members or its interpretation, performance or nonperformance or any breach thereof shall be resolved through mediation before a mediator mutually agreed upon by the parties. In the event mediation fails to resolve the dispute within 30 days after a mediator has been agreed upon or such other longer period as may be agreed to by the parties, such controversy, dispute or question shall be settled by arbitration in accordance with the rules of the American Arbitration Association as applied to Nebraska by a sole arbitrator. Any court having jurisdiction thereof may enter a judgment upon the award rendered by the arbitrator. Each party will advance ½ of the cost for the arbitration. The prevailing party will be entitled to the right to record any judgment in any and all jurisdictions in order to enforce the judgment and an allocation of cost within accordance with the arbitrator's decision.

17. The parties hereby agree that the provisions of the Agreement between Iowa Public Agency Investment Trust and SilverStone Group, dated October 25, 2008 (the "IPAIT Agreement") are hereby incorporated by reference and specifically made a part of this Agreement. To the extent any of the terms this Agreement and the IPAIT Agreement conflict, the terms of the IPAIT Agreement shall govern.

IN WITNESS WHEREOF, the City and SilverStone Group have duly executed this **ACTUARIAL SERVICES AGREEMENT** effective as of the day and year first above written.

CITY:	SILVERSTONE GROUP:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Addresses

City of Storm Lake
620 Erie Street, PO Box 1086
Storm Lake, IA 50588

SilverStone Group, Incorporated
11516 Miracle Hills Drive, Suite 100
Omaha, NE 68154

595403\15691.008

Staff Summary

4/4/2016
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: Jason Etnyre, Public Works Director

SUBJECT: Motion To Approve Agreement With IDOT For Maintenance And Repair Of Primary Roads In Municipalities

BACKGROUND: Every 5 years the Iowa Department of Transportation sends out Agreements to Municipalities within the State to identify and reaffirm DOT and city maintenance responsibilities for freeways and primary road extensions within the corporate limits.

There are no changes to this next 5 year agreement from prior ones. Highlights of the City of Storm Lake's responsibilities include but are not limited to: the repair of State-maintained paving when necessary for utility construction, maintenance, and repair; the painting of parking stalls, stop lines, and crosswalks; the maintenance of storm sewers, manholes, intakes, catch basins, and culverts used for collection of surface water; the hauling of snow as the Municipality sees necessary; tree trimming and removal as necessary; and more additional points outlined in the agreement in the Council agenda.

FISCAL IMPACT: There is no new fiscal impact associated with this agreement since the City is already maintaining the areas outlined by this agreement.

RECOMMENDATION: Staff recommends that Council approve this Agreement for Maintenance and Repair of Primary Roads in Municipalities.

ATTACHMENTS:

	Description	Type
🗋	Mainteance Agreement with DOT	Backup Material

Form 810034wd
05-11

Iowa Department of Transportation

Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of Storm Lake , Buena Vista County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-.23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

XXV. The Department shall maintain and repair:

A. Freeways (functionally classified and constructed)

1. Maintain highway features including ramps and repairs to bridges.
2. Provide bridge inspection.
3. Highway lighting.

B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)

1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
5. Vehicular Bridges: Structural maintenance and painting as necessary.
6. Provide bridge inspection.

C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)

1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.

D. City Streets Crossing Freeway Rights of Way (See II.C)

1. Roadsides within the limits of the freeway fence.
2. Surface drainage of right of way.
3. Traffic signs and pavement markings required for freeway operation.
4. Guardrail at piers and bridge approaches.
5. Bridges including deck repair, structural repair, berm slope protection and painting.
6. Pavement expansion relief joints and leveling of bridge approach panels.

XXVI. The Municipality shall maintain and repair:

A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)

1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.
4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove

snow and ice from sidewalks on bridges used for pedestrian traffic.

5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.

6. Clean, sweep and wash streets when considered necessary by the Municipality.

7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)

1. Maintain and repair highway facilities due to utility construction and maintenance.

2. Removal of trees as necessary and the trimming of tree branches as necessary.

3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.

2. Mark traffic lanes on the cross street.

3. Remove snow on the cross street, including bridges over the freeway.

4. Clean and sweep bridge decks on streets crossing over freeway.

5. Maintain all roadside areas outside the freeway fence.

6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

XXVII. The Municipality further agrees:

A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."

B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.

C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.

D. To comply with the current Utility Accommodation Policy of the Department.

E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.

XXVIII. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.

XXIX. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.

XXX. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.

VII. This Agreement shall be in effect for a five year period from July 1, 2016 to June 30, 2021

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

City of Storm Lake
MUNICIPALITY

By _____

Date _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____
District Engineer

Date _____

Staff Summary

4/4/2016
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: Jason Etnyre, Public Works Director

SUBJECT: Motion To Set A Public Hearing To Approve Plans, Specifications And Form Of Contract for the Erie Street Project

BACKGROUND: On January 5, 2015 the City Council entered into contract with Bolton & Menk for the engineering services associated with the 2016 Erie Street project.

The projects will consist of the reconstruction of Erie Street from Highway 71 (Milwaukee Avenue) to 6th Street in the City of Storm Lake.

Staff recommends setting a Public Hearing for April 18, 2016 during the City Council meeting for the Plans, Specifications, Bids, and Form of Contract.

FISCAL IMPACT: The estimated cost of the project is $1,485,910. This project will be paid for with a CDGB grant, General Obligation Bond, and Road Use Tax funds.

RECOMMENDATION: Staff recommends that Council set a public hearing for April 18, 2016

Staff Summary

4/4/2016
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: Ron Jacobsen, Wastewater Plant Superintendent

SUBJECT: Motion to Approve Proposal for a Wastewater Operations Building Study

BACKGROUND: Currently, the wastewater operation building occupies approximately 5775 feet of space which is a concrete block building with a metal roof built in 1983. The building consists of a lab, workshop, two small office spaces, a heated garage, technology control room, blower room, break room, two restrooms and some small storage areas.

The project will consist of preforming an evaluation of the entire space needs of the wastewater operations building and bringing the building up to the current building code requirements.

The City received three proposals:
Veenstra & Kimm
Bolton & Menk, Inc.
HDR

After reviewing proposals and checking references staff recommends approving the proposal from Veenstra & Kimm, Inc.

FISCAL IMPACT: Financial impact will not exceed $16,400 and is an approved Capital Improvement expenditure for Fiscal Year 2015-2016.

RECOMMENDATION: That Council approve the Proposal from Veenstra & Kimm, Inc.

Staff Summary

4/4/2016
Agenda Item # 13.

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: Ron Jacobsen, Wastewater Plant Superintendent

SUBJECT: Motion to Approve Engineering Services Agreement for a Sanitary Lift Stations and Sewer Evaluation Study

BACKGROUND: The City currently has 15 lift stations and of those 10 are older remaining stations have not been upgraded or eliminated and are between 30 to 40 years old. This part of the study would be to evaluate what lift stations can be rerouted to the new stations or abandoned, and which ones need upgrading to meet Iowa DNR requirements. The second part of this study would be to identify and evaluate the collection system that may lack the capacity to convey the flows anymore.

The total cost of the study will not exceed $49,000.

FISCAL IMPACT: Fiscal impact would be $33,000 which is budgeted in 2015/2016 budget and the remaining expense out of the 2016/2017 budget.

RECOMMENDATION: That Council approve the Veenstra and Kimm engineering study.