

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
FEBRUARY 1, 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. Resolution No. 91-R-2015-2016 Highway 7 3-Lane Project Change Order 2
4. Resolution No. 92-R-2015-2016 Scheduling A Public Hearing And Consultation Meeting On Proposed Voluntary Annexation
5. Motion to Approve The City Manager To Enter Into A Contract With Slavin And Associates For Finance Director Search Services.
6. Motion Updating Engineering Consultant Standard Service Contract With Emmons & Oliver Resources for engineering services.
7. Ordinance No. 02-O-2015-2016 Creating A Mayor's Advisory Committee For Parks, Trees, and Trails - 2nd Reading
8. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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



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Staff Summary

2/1/2016

Agenda Item # A.



City of Storm Lake
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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 the January 18, 2016 City Council Minutes
- Approve appointment of Sara Huddleston to the Airport Commission

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$422,427.36
- King's Pointe Bills - \$140,523.73
- Sunrise Pointe Golf Course Bills - \$2,809.16

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 - January 18, 2016	Minutes
☐ Huddleston Board Application	Application

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

Checks for Approval Report

From: 01/19/16 To 02/01/16
User: tyler.gibbins

UNAVAILABLE

ABRAHAM NEVIN	Refund Check	22.52
ABRAHAM NEVIN	Refund Check	38.88
ABRAHAM NEVIN	Refund Check	16.06
ABRAHAM NEVIN	Refund Check	1.57
ABRAHAM NEVIN	Refund Check	7.56
AFLAC	PR Batch 00553.01.2016 Aflac Pretax	519.62
AFLAC	PR Batch 00553.01.2016 Aflac After tax	99.12
AFLAC	PR Batch 00554.01.2016 Aflac Pretax	75.32
AFLAC	PR Batch 00554.01.2016 Aflac After tax	50.21
CARRANZA CAMPOS PAOLA	Refund Check	29.31
CARRANZA CAMPOS PAOLA	Refund Check	56.20
CARRANZA CAMPOS PAOLA	Refund Check	20.89
CARRANZA CAMPOS PAOLA	Refund Check	2.04
CARRANZA CAMPOS PAOLA	Refund Check	9.84
City of Storm Lake	PR Batch 00553.01.2016 Dental employee/child	6.00
City of Storm Lake	PR Batch 00553.01.2016 Dental insurance employee c	19.76
City of Storm Lake	PR Batch 00553.01.2016 Dental employee/spouse	14.91
City of Storm Lake	PR Batch 00553.01.2016 Dental insurance family	85.69
City of Storm Lake	PR Batch 00553.01.2016 125 Flexible Benefits	629.12
City of Storm Lake	PR Batch 00553.01.2016 Flex- Child Care	161.54
City of Storm Lake	PR Batch 00553.01.2016 Health Insurance Family	1,764.16
City of Storm Lake	PR Batch 00553.01.2016 Health Insurance Single	420.85
City of Storm Lake	PR Batch 00554.01.2016 Dental insurance employee c	1.13
City of Storm Lake	PR Batch 00554.01.2016 Dental employee/spouse	9.24
City of Storm Lake	PR Batch 00554.01.2016 Dental insurance family	34.23
City of Storm Lake	PR Batch 00554.01.2016 125 Flexible Benefits	161.66
City of Storm Lake	PR Batch 00554.01.2016 Flex- Child Care	62.50
City of Storm Lake	PR Batch 00554.01.2016 Health Insurance Family	597.20
City of Storm Lake	PR Batch 00554.01.2016 Health Insurance Single	24.00
CLARK TAYLOR	Refund Check	16.49
CLARK TAYLOR	Refund Check	31.15
CLARK TAYLOR	Refund Check	11.76
CLARK TAYLOR	Refund Check	1.16
CLARK TAYLOR	Refund Check	5.53
Collection Services Center	PR Batch 00553.01.2016 Child Support Payments to I	222.00
Collection Services Center	PR Batch 00554.01.2016 Child Support Payments to I	325.00
Conseco Health Insurance Co	PR Batch 00553.01.2016 Cancer Pre Tax Insurance	41.04
EFTPS	PR Batch 00553.01.2016 Federal Income Tax	8,962.30
EFTPS	PR Batch 00553.01.2016 FICA Employee Portion	3,426.61
EFTPS	PR Batch 00553.01.2016 FICA Employer Portion	3,426.61
EFTPS	PR Batch 00553.01.2016 Medicare Employee Portion	1,309.64
EFTPS	PR Batch 00553.01.2016 Medicare Employer Portion	1,309.64
EFTPS	PR Batch 00554.01.2016 Federal Income Tax	4,180.42
EFTPS	PR Batch 00554.01.2016 FICA Employee Portion	1,687.04
EFTPS	PR Batch 00554.01.2016 FICA Employer Portion	1,687.04
EFTPS	PR Batch 00554.01.2016 Medicare Employee Portion	487.11
EFTPS	PR Batch 00554.01.2016 Medicare Employer Portion	487.11
EH PAW	Reissue of Refund Check #51248	40.97
EH PAW	Reissue of Refund Check #51248	20.47
EH PAW	Reissue of Refund Check #51248	14.47
EH PAW	Reissue of Refund Check #51248	5.78
EH PAW	Reissue of Refund Check #51248	21.04
ICMA Retirement Trust 457	PR Batch 00553.01.2016 ICMA	1,585.00
ICMA Retirement Trust 457	PR Batch 00554.01.2016 ICMA	625.00
ICMA Retirement Trust 457	PR Batch 00554.01.2016 ICMA City Paid	550.01
ICMA Retirement Trust 457	PR Batch 00554.01.2016 ICMA City paid for Police	436.17
Iowa Public Employees	PR Batch 00554.01.2016 IPERS	1,333.04

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Iowa Public Employees	PR Batch 00554.01.2016 IPERS City Share	2,000.68
Iowa Public Employees	PR Batch 00553.01.2016 IPERS	3,423.21
Iowa Public Employees	PR Batch 00553.01.2016 IPERS City Share	5,137.56
ITT Hartford AMS RPVA	PR Batch 00553.01.2016 457 Hartford	225.00
ITT Hartford AMS RPVA	PR Batch 00554.01.2016 457 Hartford	100.00
MARTINEZ SAMUEL	Refund Check	12.75
MARTINEZ SAMUEL	Refund Check	23.28
MARTINEZ SAMUEL	Refund Check	9.09
MARTINEZ SAMUEL	Refund Check	0.89
MARTINEZ SAMUEL	Refund Check	4.28
Muni Fire/Police Retire	PR Batch 00553.01.2016 Muni Police/Fire Pension	3,038.65
Muni Fire/Police Retire	PR Batch 00553.01.2016 Muni Police/Fire Pension Ci	8,976.97
Muni Fire/Police Retire	PR Batch 00554.01.2016 Muni Police/Fire Pension	544.93
Muni Fire/Police Retire	PR Batch 00554.01.2016 Muni Police/Fire Pension Ci	1,609.87
NEWELL KYLE	Refund Check	21.23
NEWELL KYLE	Refund Check	40.21
NEWELL KYLE	Refund Check	15.13
NEWELL KYLE	Refund Check	1.48
NEWELL KYLE	Refund Check	7.13
SCHULTE SETH	Refund Check	26.80
SCHULTE SETH	Refund Check	58.69
SCHULTE SETH	Refund Check	19.11
SCHULTE SETH	Refund Check	1.86
SCHULTE SETH	Refund Check	9.00
Teamsters Local Union 554	PR Batch 00553.01.2016 Union Dues	191.50
Treasurer State Of Iowa	PR Batch 00553.01.2016 State Income Tax	3,474.64
Treasurer State Of Iowa	PR Batch 00554.01.2016 State Income Tax	1,699.29
URBAN CORY	Refund Check	8.80
URBAN CORY	Refund Check	14.82
URBAN CORY	Refund Check	4.02
URBAN CORY	Refund Check	0.62
URBAN CORY	Refund Check	1.89

UNAVAILABLE

Department Total = 67,894.11

Police Department

Central Iowa Distributing, Inc	Cleaning Supplies	175.00
City Directory Inc	2016 CDI Subscription	352.56
City of Storm Lake	Health Ins Allocations Feb2016	21,730.65
Hy-Vee, Inc	Supplies	29.97
Hy-Vee, Inc	Supplies	28.47
Intl Assn Chiefs of Police	2016 Membership- Erskine	150.00
Iowa Lakes Electric Cooperative	December 2015 Electric Service	29.50
Jack's Uniforms & Equipment	Underarmour Tees for New Employees	912.99
Keller Ken	Exhaust Motor	298.35
MidAmerican Energy Company	Electric Service Nov/Dec 2015	704.81
NW IA YES Center	Transportation	112.50
O'Reilly Auto Parts	Battery P-14	96.79
Pilot Tribune	2016 Subscription	65.00
Pizza Ranch	Meeting Expense	53.97
Principal Life Ins Co	Insurance Premium Feb 2016	2,153.69
Storm Lake Bakery	Meeting Supplies	21.80
Unity Point Clinic	Physical- Pedilla	288.00
Wal Mart #01-1526	Ice Melt	23.15
Wal Mart #01-1526	Mouth Guard	22.35
Wal Mart #01-1526	Supplies	21.94
Wal Mart #01-1526	Supplies	4.00
Wal Mart #01-1526	Supplies	11.74

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Wal Mart #01-1526	Supplies	9.88
Police Department	Department Total =	27,297.11
Fire Department		
Central Iowa Distributing, Inc	Batteries	254.60
City of Storm Lake	Health Ins Allocations Feb2016	1,995.89
Electrical Engineering & Equipment Co	Pager Repairs	119.95
Keller Ken	New Faucet	264.02
Mid-Iowa Sales Co Inc	Cleaning Supplies	153.36
Principal Life Ins Co	Insurance Premium Feb 2016	180.40
Fire Department	Department Total =	2,968.22
Building Official		
City Directory Inc	2016 CDI Subscription	117.52
City of Storm Lake	Health Ins Allocations Feb2016	1,970.82
IAPMO Iowa Chapter	2016 Membership Olesen	20.00
International Code Council	Code Book	387.00
Intl Assn of Plumb/Mech Off	2015 Uniform Plumbing Code Book	128.16
Principal Life Ins Co	Insurance Premium Feb 2016	137.87
Building Official	Department Total =	2,761.37
Police Special Revenues		
Buena Vista Regional Medical Center	Coffee with a Cop	57.25
Police Special Revenues	Department Total =	57.25
Law Enforcement		
Jack's Uniforms & Equipment	Underarmour Tees	945.00
Law Enforcement	Department Total =	945.00
Roadway Maintenance		
APWA	APWA Spring Conference- Etnyre	185.00
Blacktop Service Company Inc	Pay Estimate #5 of Highway 7 Widening	8,147.50
Bolton & Menk, Inc	Services through 12/31/2015	6,560.00
Bomgaars Supply, Inc	Clamps & Plugs	30.39
Bomgaars Supply, Inc	Utility Pump	93.67
Brown Supply Company	LED Light	323.05
City Directory Inc	2016 CDI Subscription	58.76
City of Storm Lake	Health Ins Allocations Feb2016	7,331.63
City of Storm Lake	Hyd Fitting & Hooks- #T-126	17.10
City of Storm Lake	Replace Cutting Edge- #T-126	849.80
Fastenal Company	Supplies	6.88
General Traffic Controls Inc	Traffic Light Repairs- Oneida & Milwaukee	575.00
I&S Group, Inc.	Services through 12/19/2015	424.00
I&S Group, Inc.	Services through 12/19/2015	586.00
Iowa Dept of Transportation	Bags & Cleaner	128.87
Keenan Michael J	Furnace Repairs	55.00
MidAmerican Energy Company	Electric Service Nov/Dec 2015	487.16
Nelsons Vet Supply	Bait	26.95
Occupational Medicine at Riverside UnityPoint Clinic	DATA Membership 2016	58.80

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Principal Life Ins Co	Insurance Premium Feb 2016	466.33
ProBuild	Supplies	40.15
Reinert Michael P	Signal Mount Repairs	30.00

Roadway Maintenance	Department Total =	26,482.04
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Street Lighting

MidAmerican Energy Company	Electric Service Nov/Dec 2015	12,300.46
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Street Lighting	Department Total =	12,300.46
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Signs & Signals

General Traffic Controls Inc	Traffic Light Repairs- 10th & Lake	575.00
General Traffic Controls Inc	Traffic Light Repairs- 10th & Lake	118.62
General Traffic Controls Inc	Traffic Signal Repairs	407.24
General Traffic Controls Inc	Traffic Light Repairs- 10th and Lake	697.12
General Traffic Controls Inc	Traffic Light Repairs- 10th and Lake	101.49

Signs & Signals	Department Total =	1,899.47
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Snow Removal

Butler Machinery Company	Shipping	97.56
Butler Machinery Company	Bolt	37.40
Butler Machinery Company	End Edge	180.48
Butler Machinery Company	Nuts	25.50
Butler Machinery Company	Cutting Edge	476.86
City of Storm Lake	Repairs to Voulte Pin #117	15.00
City of Storm Lake	Solenoid Repairs #60	212.98
City of Storm Lake	Serviced B-10	30.35
City of Storm Lake	Fuel Pump Repairs #60	1,304.72
City of Storm Lake	Two Hoses & Solenoids & New Pilot Valve- #59S	1,106.48
City of Storm Lake	Health Ins Allocations Feb2016	2,072.34
Deere Credit Inc	Dura-Max Supplies	1,464.53
Graham Tire	Tire Tube	70.22
Principal Life Ins Co	Insurance Premium Feb 2016	137.09
Reinert Michael P	Snow Plow Supplies	375.00
Road Machinery & Supplies	Edge Cutting- Less Tax	1,109.01
Sta-Mel Enterprises, Inc	Roadsalt	1,740.64
Sta-Mel Enterprises, Inc	Roadsalt	1,747.29
Sta-Mel Enterprises, Inc	Roadsalt	1,729.00
Sta-Mel Enterprises, Inc	Roadsalt	1,712.38
Sta-Mel Enterprises, Inc	Roadsalt	1,748.95
Sta-Mel Enterprises, Inc	Roadsalt	1,709.05
Storm Lake Hydraulics Co Inc	Hyd Hose	124.73
Warren's Service, Inc.	Grinder Towed to Shop	269.70

Snow Removal	Department Total =	19,497.26
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Airport

Bart's Flying Service	Operator Contract January 2016	4,963.75
Bolton & Menk, Inc	Services through 12/31/2015	11,280.00
Century Link	January 2016 Phone Service	128.48
Eastern Aviation Fuels, Inc	Jet A Fuel	11,297.64
Iowa Lakes Regional Water	January 2016 Water Service	62.41
Iowa Public Airport Assn	2016 Membership	150.00

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MidAmerican Energy Company	Electric Service Nov/Dec 2015	772.73
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Airport	Department Total =	28,655.01
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Transit		
DeWall Jeff	2nd Qtr FY2016 Rides	415.00
Regional Transit Authority	2nd Qtr FY2016 Rides	280.00

Transit	Department Total =	695.00
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Library		
A. J. S. of Des Moines, Inc	Seat Cushion Cleaning- Less Tax	20.00
Baker & Taylor, Inc	Books	24.24
Baker & Taylor, Inc	Books	6.08
Barnes & Noble Booksellers, Inc	Books	175.89
Bomgaars Supply, Inc	Ice Melt	47.96
Bomgaars Supply, Inc	Ice Melt	11.99
Brodart Co	Books	17.67
Brodart Co	Books	46.23
Brodart Co	Books	14.25
Buena Vista Stationery & Print Inc	Office Supplies	33.95
Central Iowa Distributing, Inc	Cleaning Supplies	96.80
City Directory Inc	2016 CDI Subscription	58.76
City of Storm Lake	Health Ins Allocations Feb2016	4,687.74
Custodian of Petty Cash Kim Mehlenbacher	December 2015 Postage	187.25
Demco, Inc	Jacket Covers & Corner Protectors	430.68
Ingram Library Services, Inc	Books	15.61
Ingram Library Services, Inc	Books	10.84
Ingram Library Services, Inc	Books	17.34
Ingram Library Services, Inc	Books	16.19
Iowa Library Association	2016 Membership- Huff	90.00
Iowa Library Association	2016 Membership- Mehlenbacher	75.00
Iowa Library Association	2016 Membership- Miller	60.00
Iowa Library Association	2016 Membership- Hudspeth	30.00
MidAmerican Energy Company	Electric Service Nov/Dec 2015	628.81
Midwest Tape LLC	DVDs	206.94
Midwest Tape LLC	DVDs	32.98
Midwest Tape LLC	DVDs	84.95
Principal Life Ins Co	Insurance Premium Feb 2016	194.47
Recorded Books LLC	CDs	36.00
Recorded Books LLC	CDs	31.50
Recorded Books LLC	CDs	28.80
Turnquist Laura	December 2015 Homebound Delivery Mileage	17.25

Library	Department Total =	7,436.17
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Band		
ProBuild	Supplies for Band Music Storage Platform	23.87

Band	Department Total =	23.87
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Parks Department		
Bomgaars Supply, Inc	Switch	23.99
Bomgaars Supply, Inc	Ice Melt	377.58
Bomgaars Supply, Inc	Plug	4.99

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Bomgaars Supply, Inc	Clamp	5.27
Central Iowa Distributing, Inc	Cleaning Supplies	871.90
City of Storm Lake	Health Ins Allocations Feb2016	1,978.19
MidAmerican Energy Company	Electric Service Nov/Dec 2015	451.56
Occupational Medicine at Riverside UnityPoint Clinic	DATA Membership 2016	5.89
Principal Life Ins Co	Insurance Premium Feb 2016	196.34
Schaeffer's Manufacturing Company	Oil	503.80

Parks Department

Department Total = 4,419.51

Golf Course

Bomgaars Supply, Inc	Key Blank	2.98
City of Storm Lake	Health Ins Allocations Feb2016	1,120.86
MidAmerican Energy Company	Electric Service Nov/Dec 2015	236.18
Occupational Medicine at Riverside UnityPoint Clinic	DATA Membership 2016	5.89
Principal Life Ins Co	Insurance Premium Feb 2016	87.14
R & R Products, Inc	Mower Supplies	1,853.30
R & R Products, Inc	Mower Bearing	28.00
R & R Products, Inc	Mower Supplies	1,067.25
Schaeffer's Manufacturing Company	Oil	503.80
Turfwerks	Mower Supplies	709.54

Golf Course

Department Total = 5,614.94

Campgrounds

City of Storm Lake	Health Ins Allocations Feb2016	373.62
MidAmerican Energy Company	Electric Service Nov/Dec 2015	142.53
Principal Life Ins Co	Insurance Premium Feb 2016	29.05

Campgrounds

Department Total = 545.20

UNAVAILABLE

King's Pointe Resort	December 2015 Maintenance	127.25
King's Pointe Resort	December 2015 Extermination	79.10
King's Pointe Resort	December 2015 Water Park Add Ons	150.00
King's Pointe Resort	December 2015 Cleaning Supplies	525.00
King's Pointe Resort	December 2015 Supplies	175.00
Kinseth Hospitality Corporation	December 2015 Management Fee	225.71
MidAmerican Energy Company	Electric Service Nov/Dec 2015	807.65

UNAVAILABLE

Department Total = 2,089.71

UNAVAILABLE

Stille Pierce & Pertzborn	Marina Pollution Lib Renewal	581.00
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UNAVAILABLE

Department Total = 581.00

Shelter House

Bomgaars Supply, Inc	Dolly and Plug	43.75
MidAmerican Energy Company	Electric Service Nov/Dec 2015	136.66

Shelter House

Department Total = 180.41

Dohrman Trust

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Century Business Products,Inc	Copier Maintenance Agreement (Partial)	15.00
Dohrman Trust		Department Total = 15.00
Economic Develop		
City of Storm Lake	Health Ins Allocations Feb2016	965.53
RDG IA Inc	Services through 12/31/2015	2,929.96
UNAVAILABLE		Department Total = 3,895.49
Storm Lake Sub-Division #5		
Bolton & Menk, Inc	Services through 12/31/2015	5,902.00
Storm Lake Sub-Division #5		Department Total = 5,902.00
Dredging		
City of Storm Lake	Health Ins Allocations Feb2016	284.32
Principal Life Ins Co	Insurance Premium Feb 2016	20.27
Dredging		Department Total = 304.59
Mayor, Council, Manager		
City of Storm Lake	Health Ins Allocations Feb2016	22.30
Principal Life Ins Co	Insurance Premium Feb 2016	50.88
Mayor, Council, Manager		Department Total = 73.18
Policy & Administration		
City of Storm Lake	Health Ins Allocations Feb2016	1,431.69
Principal Life Ins Co	Insurance Premium Feb 2016	114.87
Policy & Administration		Department Total = 1,546.56
City Hall Building		
Color-ize Inc	Office Signage	59.35
MidAmerican Energy Company	Electric Service Nov/Dec 2015	326.84
Stanton Electric, Inc	Replace Light Ballast	72.10
City Hall Building		Department Total = 458.29
Tort Liability		
Edwards Storm Lake	Bumper Repairs P-13	1,241.88
Tort Liability		Department Total = 1,241.88
Other Policy & Administration		
City Directory Inc	2016 CDI Subscription	102.85
Iowa Office Supply Inc	Office Supplies	33.31
Iowa Office Supply Inc	Office Supplies	39.03
King's Pointe Resort	Meeting Expense	40.74

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Patrick James H	Iowa League of Cities Conf- Des Moines- Patrick	56.88
Pilot Tribune	2016 Subscription- City Hall	21.66
Pitney Bowes Inc.	Terminal Rental Fee through 1/30/2016	100.00
South Dakota Municipal League	Advertising- Finance Manager	50.00
Wal Mart #01-1526	Supplies	51.57

Other Policy & Administration

Department Total = 496.04

Water Administration

Accela, Inc #774375	December 2015 Web Payments	142.75
Bolton & Menk, Inc	Services through 12/31/2015	1,756.00
City Directory Inc	2016 CDI Subscription	102.85
City of Storm Lake	Health Ins Allocations Feb2016	3,007.06
Iowa Office Supply Inc	Office Supplies	33.30
Iowa Office Supply Inc	Office Supplies	39.03
Patrick James H	Iowa League of Cities Conf- Des Moines- Patrick	56.88
Pilot Tribune	2016 Subscription- City Hall	21.67
Pitney Bowes Inc.	Terminal Rental Fee through 1/30/2016	100.00
Principal Life Ins Co	Insurance Premium Feb 2016	236.81

Water Administration

Department Total = 5,496.35

Water Plant

Blue Tarp Financial	Scale	93.28
Blue Tarp Financial	Exhaust Fans (2)	921.97
Bomgaars Supply, Inc	Sewer Plugs	13.16
Bomgaars Supply, Inc	Bushing, Sleeve, & Connector	13.95
Bomgaars Supply, Inc	Connectors	11.97
Bomgaars Supply, Inc	Well Air Relief Lines	20.32
Bomgaars Supply, Inc	Rope & Hooks	14.98
Bomgaars Supply, Inc	Gate Remote	41.99
Bomgaars Supply, Inc	Scraper	49.98
Bomgaars Supply, Inc	Ice Melt	54.95
Bomgaars Supply, Inc	Bits & Tester	10.77
Buena Vista Regional Medical Center	Davis- Drug Test	30.00
City of Storm Lake	Health Ins Allocations Feb2016	4,756.30
Environmental Resource Associates	Proficiency Testing	266.71
Grainger Inc W.W.	SDS Binder	130.40
JNB Acquisition Corporation	Copier Maintenance Agreement	11.04
MidAmerican Energy Company	Electric Service Nov/Dec 2015	14,215.84
Mississippi Lime Company	Lime	4,742.40
Mississippi Lime Company	Lime	4,662.60
Mississippi Lime Company	Lime	4,670.20
Northern Safety Co, Inc	Rainsuites- Less Tax	256.64
Occupational Medicine at Riverside UnityPoint Clinic	DATA Membership 2016	5.89
PraxAir inc	Carbon Dioxide	922.75
Principal Life Ins Co	Insurance Premium Feb 2016	440.74
USA Blue Book	Lighted Caps	117.54
Wal Mart #01-1526	Pocket Knives	23.22
Wal Mart #01-1526	Supplies	186.34

Water Plant

Department Total = 36,685.93

Water Distribution

Bomgaars Supply, Inc	Wrench	39.88
Bomgaars Supply, Inc	Paint, Switch	24.65

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Brown Supply Company	Locate Flags, & Nozzle Wrench	374.95
Brown Supply Company	Fire Hydrant Replacement	2,045.30
City of Storm Lake	Health Ins Allocations Feb2016	1,415.53
MidAmerican Energy Company	Electric Service Nov/Dec 2015	82.09
Occupational Medicine at Riverside UnityPoint Clinic	DATA Membership 2016	17.64
Principal Life Ins Co	Insurance Premium Feb 2016	141.55
Seiler Plumbing & Heating Inc	Kessler Water Repair	1,050.00
Underground Location Company	Locates	31.10
Utility Equipment Co	Repair Clamps	100.80

Water Distribution	Department Total =	5,323.49
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Water Meters

Bomgaars Supply, Inc	Betteries & Claw Tool	49.97
City of Storm Lake	Health Ins Allocations Feb2016	1,127.10
Municipal Supply, Inc.	Meter Coupling	568.79
Municipal Supply, Inc.	Meter Coupling Returned	-550.00
Principal Life Ins Co	Insurance Premium Feb 2016	57.86

Water Meters	Department Total =	1,253.72
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Wastewater Administration

Accela, Inc #774375	December 2015 Web Payments	142.75
City Directory Inc	2016 CDI Subscription	102.85
City of Storm Lake	Health Ins Allocations Feb2016	2,997.46
Iowa Office Supply Inc	Office Supplies	33.30
Iowa Office Supply Inc	Office Supplies	39.02
Patrick James H	Iowa League of Cities Conf- Des Moines- Patrick	56.88
Pilot Tribune	2016 Subscription- City Hall	21.67
Pitney Bowes Inc.	Terminal Rental Fee through 1/30/2016	100.00
Principal Life Ins Co	Insurance Premium Feb 2016	235.43

Wastewater Administration	Department Total =	3,729.36
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Wastewater Treatment Plant

Bomgaars Supply, Inc	Concrete	47.88
Bomgaars Supply, Inc	Key & Batteries	17.97
Bomgaars Supply, Inc	Hose	3.56
Bomgaars Supply, Inc	Hose Supplies	25.34
Bomgaars Supply, Inc	Hitch Pin	11.96
Bomgaars Supply, Inc	Key Blank	7.50
Century Link	January 2016 Phone Service	186.54
City of Storm Lake	Health Ins Allocations Feb2016	4,732.44
Foundation Analytical Laboratory Inc	Testing	990.00
Foundation Analytical Laboratory Inc	Testing	344.00
JNB Acquisition Corporation	Copier Maintenance Agreement	14.47
Larson Oil & Distributing Co, Inc	Fuel	33.60
Meador Justin	Sampler Pump Repairs	370.50
MidAmerican Energy Company	Electric Service Nov/Dec 2015	11,063.12
Novelty Machine & Supply Co Inc	Belt	197.81
Principal Life Ins Co	Insurance Premium Feb 2016	267.68
ProBuild	Supplies	138.20
Recycle Center Harold Rowley	Recycling	26.00
Recycle Center Harold Rowley	Recycling	39.52
Storm Lake Hydraulics Co Inc	Supplies	10.99
Wal Mart #01-1526	Supplies	104.78

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

Checks for Approval Report

From: 01/19/16 To 02/01/16
User: tyler.gibbins

Zee Medical Inc	First Aid Supplies- Less Tax	115.05
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Wastewater Treatment Plant	Department Total =	18,748.91
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Wastewater Collection

Bomgaars Supply, Inc	Antifreeze & Fuel Conditioner	53.68
Bomgaars Supply, Inc	Manhole Rehab	70.22
Bomgaars Supply, Inc	Drill Kit and Sockets	204.38
City of Storm Lake	Health Ins Allocations Feb2016	1,415.53
Principal Life Ins Co	Insurance Premium Feb 2016	141.55
Underground Location Company	Locates	31.10
Utility Equipment Co	Bolt Down Lids	2,009.70
Utility Equipment Co	Chop Saw Blades	175.00

Wastewater Collection	Department Total =	4,101.16
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Landfill

Accela, Inc #774375	December 2015 Web Payments	142.75
City Directory Inc	2016 CDI Subscription	102.85
City of Storm Lake	Health Ins Allocations Feb2016	469.58
Principal Life Ins Co	Insurance Premium Feb 2016	21.41

Landfill	Department Total =	736.59
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Storm Water Administration

Accela, Inc #774375	December 2015 Web Payments	142.75
City of Storm Lake	Health Ins Allocations Feb2016	753.83
ISWEP	2016 Storm Water Educational Resources Program	3,908.43
Occupational Medicine at Riverside UnityPoint Clinic	DATA Membership 2016	5.89
Principal Life Ins Co	Insurance Premium Feb 2016	30.00

Storm Water Administration	Department Total =	4,840.90
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Storm Water Collection

Bolton & Menk, Inc	Services through 12/31/2015	1,090.00
Bolton & Menk, Inc	Services through 12/31/2015	4,702.50
Bolton & Menk, Inc	Services through 12/31/2015	14,230.00
Bomgaars Supply, Inc	Field Tile	14.37
City of Storm Lake	Health Ins Allocations Feb2016	660.57
Healy John J.	Pay Estimate #7 of Expansion Blvd Storm Water Proje	40,815.89
Iowa Prison Industries	Signs	189.20
Principal Life Ins Co	Insurance Premium Feb 2016	37.06
Rehab Systems Inc.	Expansion Blvd Field Tile Storm Sewer Vacing	750.00

Storm Water Collection	Department Total =	62,489.59
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Street Cleaning

City of Storm Lake	Health Ins Allocations Feb2016	470.13
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Street Cleaning	Department Total =	470.13
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Insurance

Auxiant - Claims Account	January 25 Claims	10,027.44
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City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

From: 01/19/16 To 02/01/16
User: tyler.gibbins

Auxiant - Claims Account	1/18/2016 Claims	21,218.10
Auxiant - Fixed Account	Feburary 2016 Insurance Premium	17,049.31
Auxiant - Flex Account	1/13/2016 Flex Claims	9.00
Auxiant - Flex Account	1/20/2016 Flex Claims	773.09

Insurance	Department Total =	49,076.94
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UNAVAILABLE

Salus LLC	December 2015 Memberships	80.00
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UNAVAILABLE	Department Total =	80.00
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Vehicle Maintenance

Bomgaars Supply, Inc	Electrical Valves	249.98
Edwards Storm Lake	Glass	101.10
Edwards Storm Lake	Glass Returned	-123.68
Force America Distributing, LLC	2 Axis Merritt Joystick	1,012.78
North Lake Truck Repair	Tail Light Jumper #13	21.92
Storm Lake Hydraulics Co Inc	Supplies	6.10

Vehicle Maintenance	Department Total =	1,268.20
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Technology

Rebnord Technologies Inc	IPad- Rice	949.95
Sidwell Company The	Historical Imagery Hosting- City Portion	300.00
Sidwell Company The	Pictometry Imagery Hosting- City Portion	600.00

Technology	Department Total =	1,849.95
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Grand Total =	422,427.36
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King's Pointe Resort
Disbursements 1/13/2016 through 1/26/2016

Vendor Name	Description	Amount
ACCO (4)	supplies	1,230.90
Ace Hardware Inc. (2)	supplies	150.65
Ameripride Services (2)	supplies	1,852.66
Arnold Motor Supply	supplies	59.89
Automatic Door Group, Inc	services	302.18
Buena Vista Stationery	supplies	423.06
Capital Sanitary Supply Co.	supplies	480.60
City of Storm Lake	water service	4,137.78
Citadel Communications Co-KCAU	advertising	(773.00)
Color-ize (2)	supplies	101.15
Comm 1st Broadcasting- KKIA/KAYL (2)	advertising	842.00
Convergence LLC	supplies	75.00
Crescent Electric Supply Co (2)	supplies	418.09
Fastenal Company	supplies	40.62
Frigitec	supplies	102.04
Ganz USA LLC	supplies	6.20
G & R Controls Inc	supplies	115.00
Hamco Walker Paper Company	supplies	323.85
Hawk-I Electric	services	820.66
Hy-Vee Food Store (2)	food	346.67
Mid American Energy	electric service	9,292.29
J Dan Skinner.com Inc	services	13.25
Julius Cleaners	services	155.90
KDSN AM/FM	advertising	75.00
Kineth Hotel Corporation	payroll	68,649.25
Media USA Advertising	advertising	700.00
Orkin Exterminating	pest control	220.23
Pepsi-Cola Bottling Co. (2)	beverages	581.48
Pilot Tribune	advertising	291.86
Prairie Fabrication LLC	supplies	1,200.00
Rebnord Technologies	tech support	2,258.33
Red Book Solutions	services	52.26
Jayme Riedell	reimbursement	39.00
Sceptre Hospitality Resources	supplies	3,426.43
Schumacher Elevator Co	services	943.29
Star Leasing	supplies	230.13
Storm Lake Rotary Club	membership	550.00
The Storm Lake Times (2)	advertising	48.80
Treasurer - State of Iowa (2)	sales tax	20,187.00
United Parcel Service- Carl STM (2)	services	236.00
US Foods (2)	food	16,053.94
Vast Broadband	phone service	2,606.17
Al's Liquor	beverages	351.80
Doll Distributing	beverages	338.36
Glazer's Distributors	beverages	504.75
Johnson Brothers/Iowa Wine & Bev	beverages	365.91
Misc POA Disbursements	services	96.30

Total 140,523.73

Sunrise Pointe Golf Course
Disbursements 1/13/2016 through 1/26/2016

Mid American Energy	electric service	403.51
Julius Cleaners	mat cleaning	13.40
Kinseth Hotel Corporation (2)	payroll, management fee	1,796.44
Alliant Energy	gas service	483.09
Vast Broadband	phone service	112.72
	Totals	2,809.16

These are Draft Minutes Subject to Final Council Approval

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, JANUARY 18, 2016 5:00 P.M.

Present: Council Members Dan Anderson, Bruce Carlson, Mike Porsch, Bruce Engelmann and Tyson Rice. Absent: Mayor Jon Kruse. 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, Finance Director Jane Smith, and Sue Vossberg City Clerk.

Mayor Pro-Tem Porsch called the meeting to order at 5:00pm.

Hear the Public – None

Consent Agenda – Moved by Council Member Engelmann to approve the consent agenda which included the list of bills, minutes from the January 4, 2016 council meeting, liquor license renewals for Little Vientiene and Plaza Mexico, new liquor license for Legacy Steakhouse, appointment of Trevina Jefferson to the Storm Water Advisory Committee, noise variance for BVU Buenafication Day scheduled for Thursday, April 28, 2016 between the hours of 8:30am and 7:00pm in the Central Campus Commons area and BVU Football Stadium, noise variance for BVU Winterfest Events schedule for Saturday, February 20, 2016 between the hours of 11:00am and 5:00pm in Scout Park, and a noise variance for the Lorensen/Farrell Wedding scheduled for Saturday, October 1, 2016 between the hours of 11:00am and 5:00pm at Awaysis Park. Also included in the consent agenda were waterline easements with L & G Products, Inc. and William & Leigh Laven. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Iowa Lakes Corridor Presentation – Kiley Miller with the Iowa Lakes Corridor congratulated Storm Lake on being named a Home Based Iowa Community. Kiley presented information about the Iowa Lakes Corridor Strategic plan and a request for funding from the City of Storm Lake in the amount of \$32,685 or \$3.00 per resident per year. Dick Drahota and Fred Moore, who serve on the Iowa Lakes Corridor Board, also presented information and promoted the request for more funding.

GO Refunding Capital Loan Notes – Mayor Pro-Tem Porsch opened the public hearing on the authorization of a loan agreement and the issuance of not to exceed \$1,500,000 General Obligation Refunding Capital Loan Notes stating that this was the time and place for any comments. Hearing no comments Mayor Pro-Tem Porsch then closed the public hearing.

Moved by Council Member Anderson to adopt Resolution No. 86-R-2015-2016 instituting proceedings to take additional action for the authorization and issuance of not

to exceed \$1,500,000 General Obligation Refunding Capital Loan Notes. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Moved by Council Member Engelmann to adopt Resolution No. 87-R-2015-2016 approving electronic bidding procedures and the official statement. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Employee Manual – Moved by Council Member Engelmann to adopt Resolution No. 88-R-2015-2016 adopting the updated Storm Lake Employee Manual. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

North Central Storm Water Project – Moved by Council Member Anderson to adopt Resolution No. 89-R-2015-2016 approving change order #3 an increase of a not to exceed \$17,000 to the contract with H & W Contracting for the North Central Storm Water Project. Total contract cost after change order is \$2,710,093.80. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Hwy 7 Widening – Moved by Council Member Engelmann to approve an amendment to the Engineering Services Agreement with Bolton & Menk, Inc. for the Hwy 7 Widening Project. The amendment is an increase of \$25,000 for construction phase services. Seconded by Council Member Carlson. Vote: All ayes with Council Member Anderson voting nay. Motion carried.

Airport Engineering Services – Moved by Council Member Anderson to approve the Master Agreement for Professional Engineering Services with Bolton & Menk, Inc. for engineering and construction services at the Storm Lake Municipal Airport from January 2016 through January 2021. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Fiber Project – Moved by Council Member Engelmann to adopt Resolution No. 90-R-2015-2016 approving change order #3 an increase of \$27,624.15 to the contract with Perrin Directional Drilling for the Storm Lake Fiber Project. Contract amount after change order \$477,891.20. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

Sewer Rates – Moved by Council Member Rice to pass on 3rd Reading Ordinance No. 01-O-2015-2016 setting sewer rates for an automatic 3% increase each year starting July 1, 2016 through July 1, 2020. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

ORDINANCE NO. 01-O-2015-2016

AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTION 4 OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA BY AMENDING SEWER RATES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA THAT THE FOLLOWING CODE SECTIONS ARE AMENDED BY THE DELETION OF LANGUAGE INDICATED BY STRIKEOUT (—) AND BY THE ADDITION OF LANGUAGE INDICATED BY HIGHLIGHT (■):

Section 1. Section 3-3-4 is hereby amended to read as follows

3-3-4 Rate Schedule

(A) Each user shall pay for the services provided by the City based on his use of the treatment works as determined by water meter(s) acceptable to the City.

(B) Each contributor shall pay a base user charge of ~~twelve~~ ~~nineteen~~ dollars and ~~seventy-four~~ ~~sixty-one~~ cents (~~\$12.74~~ ~~19.61~~) per month per water meter utilized by such contributor and which charge shall be in addition to the charges set forth in subsections (D) and (E) which follow.

In addition the base user charge shall automatically increase effective July 1, ~~2011~~ ~~2016~~ to ~~thirteen~~ ~~twenty~~ dollars and ~~eighty-nine~~ ~~twenty~~ cents (~~\$13.89~~ ~~20.20~~) per month per water meter utilized by such contributor, then effective July 1, ~~2012~~ ~~2017~~ to ~~fifteen~~ ~~twenty~~ dollars and ~~fourteen~~ ~~eighty~~ cents (~~\$15.14~~ ~~20.80~~) per month per water meter utilized by such contributor, then effective July 1, ~~2013~~ ~~2018~~ to ~~sixteen~~ ~~twenty-one~~ dollars and ~~fifty~~ ~~forty-three~~ cents (~~\$16.50~~ ~~21.43~~) per month per water meter utilized by such contributor, then effective July 1, ~~2014~~ ~~2019~~ to ~~seventeen~~ ~~twenty-two~~ dollars and ~~ninety-nine~~ ~~seven~~ cents (~~\$17.99~~ ~~22.07~~) per month per water meter utilized by such contributor, then effective beginning July 1, ~~2015~~ ~~2020~~ and every year thereafter the base user charge shall automatically increase to ~~nineteen~~ ~~twenty-two~~ dollars and ~~sixty-one~~ ~~seventy-three~~ cents (~~\$19.61~~ ~~22.73~~) per month per water meter utilized by such contributor.

If a single meter shall serve more than one dwelling unit, commercial user, or industrial user, the base user charge shall be increased by a factor equal to the total number of such units or users being served. As used herein, a dwelling unit includes separate apartments, condominiums, mobile homes, or distinct portions of a duplex or multi-family dwelling, but it does not include dormitory rooms, hotel or motel rooms, or boarding rooms without separate kitchen and bath facilities.

(C) Amount of hydraulic loading subject to user charge:

1. In addition to the base rate, all residential contributors shall pay monthly user charges which will be based on all water used by that contributor for that month at the rate set forth in subparagraph (D). If a residential contributor uses water for lawn watering which is not returned to the collection system, the user charge for that contributor may be based on a wastewater meter(s) or separate water meter(s) installed and maintained at the contributor's expense, and in a manner acceptable to the City.
2. In addition to the base rate, all industrial and commercial contributors, which shall

include all contributors who do not qualify as residential contributors, monthly user charges shall be based on all water used by that contributor for that month at the rate set forth in subparagraph (D). If a commercial or industrial contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter(s) or separate water meter(s) installed and maintained at the contributor's expense, and in a manner acceptable to the City.

(D) Each contributor shall pay a user service charge for operation and maintenance including replacement and debt service of ~~two~~three dollars and seventy-seven cents (\$2.453.77) per one thousand (1,000) gallons of water (or wastewater) as determined in the preceding Section. In addition, the user service charge for operation and maintenance including replacement and debt service shall increase effective July 1, 2011-2016 to ~~two~~three dollars and ~~sixty-seven~~eighty-eight cents (\$2.673.88) per one thousand (1,000) gallons of water (or wastewater) as determined in the preceding Section, then effective July 1, 2012-2017 to ~~two~~four dollars and ~~ninety-one~~cents (\$2.914.00) per one thousand (1,000) gallons of water (or wastewater) as determined in the preceding Section, then effective July 1, 2013-2018 to ~~three~~four dollars and ~~seventeen~~twenty cents (\$3.174.12) per one thousand (1,000) gallons of water (or wastewater) as determined in the preceding Section, then effective July 1, 2014-2019 to ~~three~~four dollars and ~~forty-six~~twenty-four cents (\$3.464.24) per one thousand (1,000) gallons of water (or wastewater) as determined in the preceding Section, and effective July 1, 2020 and every year thereafter the user service charge for operation and maintenance including replacement and debt service shall increase to ~~three~~four dollars and ~~seventy-seven~~thirty-seven cents (\$3.774.37) per one thousand (1,000) gallons of water (or wastewater) as determined in the preceding Section.

(E) For those contributors who contribute wastewater the strength of which is greater than normal domestic sewage, a surcharge in addition to the normal user charge shall be paid. The surcharge for operation and maintenance including replacement is:

\$~~.28~~44 per pound BOD in excess of the BOD concentration in normal domestic wastewater;

Effective July 1, 2011-2016 \$~~.31~~45 per pound BOD in excess of the BOD concentration in normal domestic wastewater;

Effective July 1, 2012-2017 \$~~.34~~47 per pound BOD in excess of the BOD concentration in normal domestic wastewater;

Effective July 1, 2013-2018 \$~~.37~~48 per pound BOD in excess of the BOD concentration in normal domestic wastewater;

Effective July 1, 2014-2019 \$~~.40~~50 per pound BOD in excess of the BOD concentration in normal domestic wastewater;

Effective July 1, 2015-2020 \$~~.44~~51 per pound BOD in excess of the BOD concentration in normal domestic wastewater;

\$~~.23~~35 per pound TSS in excess of the TSS concentration in normal domestic wastewater;

Effective July 1, ~~2011~~2016 \$~~.25~~36 per pound TSS in excess of the TSS concentration in normal domestic wastewater;

Effective July 1, ~~2012~~2017 \$~~.27~~37 per pound TSS in excess of the TSS concentration in normal domestic wastewater;

Effective July 1, ~~2013~~2018 \$~~.29~~38 per pound TSS in excess of the TSS concentration in normal domestic wastewater;

Effective July 1, ~~2014~~2019 \$~~.32~~39 per pound TSS in excess of the TSS concentration in normal domestic wastewater.

Effective July 1, ~~2015~~2020 \$~~.35~~41 per pound TSS in excess of the TSS concentration in normal domestic wastewater.

~~\$1.07~~1.67 per pound ammonia nitrogen in excess of the ammonia nitrogen concentration in normal domestic wastewater.

Effective July 1, ~~2011~~2016 \$~~1.17~~1.72 per pound ammonia nitrogen in excess of the ammonia nitrogen concentration in normal domestic wastewater.

Effective July 1, ~~2012~~2017 \$~~1.28~~1.77 per pound ammonia nitrogen in excess of the ammonia nitrogen concentration in normal domestic wastewater.

Effective July 1, ~~2013~~2018 \$~~1.40~~1.82 per pound ammonia nitrogen in excess of the ammonia nitrogen concentration in normal domestic wastewater.

Effective July 1, ~~2014~~2019 \$~~1.53~~1.88 per pound ammonia nitrogen in excess of the ammonia nitrogen concentration in normal domestic wastewater.

Effective July 1, ~~2015~~2020 \$~~1.67~~1.94 per pound ammonia nitrogen in excess of the ammonia nitrogen concentration in normal domestic wastewater.

(F) Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the City's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each such user shall be as determined by the responsible plant operating personnel and approved by the City Council.

(G) The user charge rates established in this Section apply to all users of the domestic wastewater treatment facility located within the City limits. User charge rates for contributors outside of the City limits whose rates are not established by contract shall be as determined by resolution of the Council, but they shall not be less than the user charge rates established for users located within the City limits. User charge rates for contributors located outside the City limits which are presently established by contract shall be honored for the duration of the contract but no renewal or modification of that contract shall be made which does not provide that the contributor shall pay user charge rates at least equal to those charged to users located within the City limits.

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

PASSED AND APPROVED this 18th day of January, 2016.

Mike Porsch, Mayor Pro-Tem

ATTEST:

Sue Vossberg, City Clerk

Mayor's Advisory Committee – Moved by Council Member Rice to pass on 1st reading Ordinance No. 02-O-2015-2016 establishing a Mayor's Advisory Committee for parks, trails, and urban forest. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Adjournment – Moved by Council Member Engelmann to adjourn the meeting at 5:55pm. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Mike Porsch, Mayor Pro-Tem

Attest: Sue Vossberg, City Clerk

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

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

PERSONAL DATA

Huddleston Last Name Sara First Name Middle Initial
204 Roberts St. Address Storm Lake IA City State 50588 Zip Code
(712) 730-8383 Home Phone # Business Phone # Cell Phone # Smonroy65@gmail.com E-mail Address:
Community First Broadcast Employer Occupation

How long have you lived in Storm Lake? Since 1990

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

Lake Improvement Commission, city of storm lake.
Bloom Vista County Extension, Habitat for humanity, Commission on
Latin Affairs.

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

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

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

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

To continue being a contributing member of the Storm Lake
community, who can offer experience in this commission.

Thank you very much for your consideration!

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

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

☐ Yes ☒ No

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

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

If Yes:

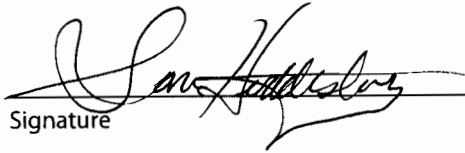
What is the name of the Business:

N/A

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

☐ Yes ☒ No

I certify that the above answers are correct and true.


Signature

1-15-16
Date

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

Please return the completed form to:

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

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

Staff Summary

2/1/2016

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: Sue Vossberg, City Clerk

SUBJECT: Buy Local Information

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

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

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

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

FISCAL IMPACT:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$422,427.36	\$177,408.63	\$59,024.18	33	\$		\$118,384.48	67

City	\$122,121.00	\$117,100.00	\$20,021.00	00	\$	\$110,000.00	01
King's Pointe	\$140,523.73	\$51,561.18	\$21,525.06	42		\$30,036.12	58
Golf Course	\$2,809.16	\$1,012.72	\$1,012.72	100		\$	

RECOMMENDATION: Review Buy Local Information

Staff Summary

2/1/2016

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: Jason Etnyre, Public Works Director

SUBJECT: Resolution No. 91-R-2015-2016 Highway 7 3-Lane Project Change Order 2

BACKGROUND: In June 15, 2015 the City of Storm Lake entered into a Construction Contract with Blacktop Services for the 3-lane expansion of Highway 7 in the northwest part of Storm Lake.

Given the length of the contract for this project, the contractor did not meet the intermediate completion deadline for Phase 1 and also did not meet the final completion date. Total number of days were 5 working days of overage for the intermediate completion deadline and 16 working days of overage for the final completion date.

FISCAL IMPACT: The total of 21 working days of overage are valued by the DOT at a rate of \$1,200 per day per the original construction contract. Total value of this change order is deduction of \$25,200.

Original Contract Amount: \$996,780.54
Change Order #1: \$2,500.00
Change Order #2: (\$25,200.00)

Adjusted Contract Amount: \$974,080.54

RECOMMENDATION: Staff recommends that City Council adopt Resolution 91R-2015-2016 approving Change Order Number 2 to reduce the amount by \$25,200 in payment for liquidated damages.

ATTACHMENTS:

Description	Type
Change Order #2	Change Order
91-R-2015-2016	Resolution



Change Order

Non-Substantial:

Part

☒

Non-

Part

☐

No. 2

Substantial:

☐☐

Concurrence Date _____

Contract
Accounting ID No.: 32605

County BUENA VISTA

Project No: STP-U-7422(617)--70-11

Kind of Work: HMA PAVEMENT WIDEN/HMA RESURFC Date Prepared: 1/18/16

Contractor: BLACKTOP SERVICE CO. & SUBSIDIARY

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made or extra work to be done:

8998 / New Item / {Price Adjustment} Liquidated Damages (Pre-Established Damages Per Day Per Amount Shown on Contract).

B – Reason for change or extra work:

8998 / Plan change by Project Engineer, Price Adjustment to address Liquidated Damages (Pre-Established Damages Per Day Per Amount Shown on Contract).

(Continued on reverse side)

Approved _____
District Construction Engineer Date _____ Project Engineer Date _____

Receipt is acknowledged of this change or extra work and terms of settlement are hereby agreed to.

Approved contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

BLACKTOP SERVICE CO. & SUBSIDIARY
Contractor

By _____
Date _____

Date For the Division Administrator
Federal Highway Administration

Approved _____
Assistant Construction Engineer Date _____

DISTRIBUTION: Project Engineer – Forward original to District.
District – Nonsubstantial – Forward original and one copy to the Office of Construction and two copies back to the Project Engineer.
- Substantial - Forward original and two copies to the Office of Construction.

Accounting ID No.

C-1 –Settlement for cost of work to be made as follows:

Change Order No. 2

8998 / New Item ({Price Adjustment} Liquidated Damages (Pre-Established Damages Per Day Per Amount Shown on Contract)) 21.000
DAYS @ \$1,200.000/DAY = \$25,200.00 CR.

Site 00: 16.000 DAYS

Site 01: 5.000 DAYS

Combined Total: 21.000 DAYS

C-2 – Justification for cost(s)

8998 / Standard Specification 1108.08 2. / Based on pre-established damages per day per amount shown on the contract.

Complete documentation located in Project File.

D – ITEMS INCLUDED IN CONTRACT

Change No.	Line Item Number	Unit Price .xxx	If Credit Add "CR"	
			Quantity .xxx	Amount .xx
7				
7				
7				
7				
7				
7				
7				
TOTAL				

E – ITEMS NOT INCLUDED IN CONTRACT

Change No.	Item Description	Item Number	Function Code	Unit Price .xxx	If Credit, Add "CR"	
					Quantity .xxx	Amount .xx
8998	{Price Adjustment} Liquidated Damages	6200-1108010	442	1,200.000	21.000 CR	25,200.00
8						
8						
8						
8						
8						
8						
TOTAL						25,200.00 CR

RESOLUTION NO. 91-R-2015-2016

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

To approve Change Order No. 2 to the contract with Blacktop Service Co. for the Widening and Resurfacing of Highway 7 Northwestern Drive to Barton Street Project, a deduction of \$25,200 to the contract for 21 days of liquidated damages.

Cost of Change Order No. 2 is a deduction of \$25,200 to the contract. Total contract cost after Change Order No. 1 is \$974,080.54.

PASSED AND APPROVED this 1st day of February, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

2/1/2016

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: James H. Patrick, City Manager

SUBJECT: Resolution No. 92-R-2015-2016 Scheduling A Public Hearing And Consultation Meeting On Proposed Voluntary Annexation

BACKGROUND: The City has received an application for voluntary annexation from West LOC Development, LLC requesting that the City annex its property which is south and adjacent to West Lake Estates and west of Highway 110. This is a 32.74 acre tract of land. This parcel is not within two miles of the boundaries of any city other than the City of Storm Lake.

This is a voluntary annexation and with the consent of the property owner.

This Resolution begins the process by directing staff to hold a consultation meeting with regard to this proposed annexation with the Buena Vista County Board of Supervisors and the Hayes Township Trustees on February 24, 2016 at 9:00 AM at the Council Chambers.

This Resolution also sets a Council Public Hearing to consider the proposal to voluntary annex on April 18, 2016 during the Council meeting. The City Clerk shall mail a copy of the application for annexation by certified mail to the Buena Vista County Board of Supervisors at least 14 days prior to the hearing. The City Clerk will mail notice to adjoining land owners, utilities, and any other parties entitled by law to receive a mailed notice.

FISCAL IMPACT: There will be approximately \$500.00 for certified postage.

RECOMMENDATION: Council Adopt Resolution No. 92-R-2015-2016 Scheduling a Public Hearing and Consultation Meeting On Proposed Voluntary Annexation.

ATTACHMENTS:

	Description	Type
	Resolution No. 92-R-2015-2016	Resolution
	Annexation Application	Application

RESOLUTION NO. 92-R-2015-2016

RESOLUTION SCHEDULING PUBLIC HEARING AND CONSULTATION MEETING ON PROPOSED VOLUNTARY ANNEXATION

WHEREAS, the City of Storm Lake, Iowa has received an Application from West Loc Development, L.L.C, requesting that the City voluntarily annex its property, designated as Parcel A for purposes of the annexation proposed below, which parcel is adjacent to the western boundary of the City of Storm Lake, generally located west of Iowa Highway 110 and south of the subdivisions comprising the area in the City of Storm Lake known as West Lake Estates, and more specifically described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF
THE NORTHWEST QUARTER (SE ¼ NW ¼) OF SECTION 8, TOWNSHIP 90
NORTH, RANGE 37 WEST OF THE FIFTH P.M., BUENA VISTA COUNTY,
IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST (SE) CORNER OF SAID NORTHWEST QUARTER (NW ¼); THENCE ON AN ASSUMED BEARING OF NORTH 00°00'00" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW ¼), 40.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUING NORTH 00°00'00" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW ¼), 1109.08 FEET; THENCE NORTH 89°48'19" WEST, 415.57 FEET; THENCE NORTH 00°01'36" EAST, 20.00 FEET TO THE SOUTHEAST (SE) CORNER OF WEST LAKE ESTATES THIRD ADDITION; THENCE NORTH 89°44'45" WEST, ALONG THE SOUTH LINE OF WEST LAKE ESTATES THIRD AND FOURTH ADDITION TO STORM LAKE, IOWA, 912.14 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼); THENCE SOUTH 00°06'48" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼), 562.42 FEET; THENCE NORTH 89°58'28" EAST, 120.00 FEET; THENCE SOUTH 00°06'48" WEST, 120.00 FEET; THENCE SOUTH 89°58'28" EAST, 120.00 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼), THENCE SOUTH 00°06'48" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼), 443.95 FEET; THENCE SOUTH 89°38'52" EAST, 1329.94 FEET TO THE POINT OF BEGINNING; AND **EXCEPT LOT "A"**;

WHEREAS, Parcel A, a 32.74 acre tract of land including parts subject to easements and rights-of-way, has no address but is located within Buena Vista County, Iowa and is identified for assessment and taxation purposes as Parcel Number 1408176005;

WHEREAS, the proposed annexation of Parcel A is 100% voluntary and with the consent of the owner of Parcel A;

WHEREAS, the territory proposed to be annexed adjoins the western boundary of the City of Storm Lake, is outside the boundaries of any other city, is not within two miles of the boundaries of any city other than the City of Storm Lake, Iowa and, therefore, is not within an urbanized area of any other city;

WHEREAS, the right-of-way of Iowa Highway 110, a State of Iowa highway, is situated, in part, upon the eastern part of Parcel A and adjoins the entire eastern-most boundary of such parcel; and

WHEREAS, that part of the Iowa Highway 110 right-of-way that is situated upon the eastern part of Parcel A and that part of the Iowa Highway 110 right-of-way, if any, that adjoins and lies between the eastern-most boundary of Parcel A and the centerline of Highway 110 should be included with the real estate West Loc Development, L.L.C. proposes to annex in the territory that the City will consider annexing;

NOW, THEREFORE, be it resolved by the City Council of the City of Storm Lake, Iowa as follows:

1. City staff shall hold a consultation meeting with regard to this proposed annexation with the Buena Vista County Board of Supervisors and the Hayes Township Trustees on February 24, 2016, at 9:00 a.m. at the Council Chambers in City Hall in Storm Lake, Iowa. City staff shall give notice to such Board and Trustees as required by law.

2. The City of Storm Lake, Iowa shall hold a hearing to consider the proposal to voluntarily annex the property described above. The meeting of the City Council at which the proposed annexation is to be considered shall be held in the Council Chambers at City Hall, Storm Lake, Iowa at 5:00 p.m. on the 18th day of April, 2016, during which meeting the City Council will hear both those who oppose and those who favor the proposal.

3. The City Clerk shall publish Notice of Hearing on Voluntary Annexation not less than 14 days prior to the date of the hearing in the Storm Lake Times. The City Clerk shall mail a copy of the application for annexation by certified mail to the Buena Vista County, Iowa Board of Supervisors not less than 14 business days prior to the date of the hearing.

4. The City Clerk shall mail Notice to all owners of the adjoining land, to the Chairperson of the Buena Vista County, Iowa Board of Supervisors, to the affected utilities, and to any other parties entitled by law to receive mailed notice, giving notice of said public hearing as required by Iowa Code Section 368.7, not less than 14 business days prior to the hearing. Such notices shall be sent by certified mail when required by the Iowa Code or Administrative Rules.

Moved by Council Member _____ to adopt and seconded
by Council Member _____.

Passed and approved this 1st day of February, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Application for Voluntary Annexation
By
West Loc Development, L.L.C.

To: City Council
City of Storm Lake, Iowa
City Hall
620 Erie Street
Storm Lake, IA 50588

Re: Annexation of real estate legally described on attached Exhibit "A" and referred to below as the "Land"

The undersigned make(s) application to the City of Storm Lake, Iowa, and request(s) it to annex the Land which is generally shown on the map attached hereto as Exhibit "B". In support of this application, the undersigned represent(s) and warrant(s) as follows:

1. The undersigned is/are the sole owner(s) of the Land. The area of the Land to be annexed, including parts subject to easements and rights-of-way is: 32.74 acres.
2. The Land is located in Buena Vista County, Iowa, and is not located within any incorporated city.
3. The address of the Land, if any, is: **None.**
The Parcel Number of the Land for assessment and taxation purposes is: **14-08-176-005.**
4. The undersigned consent(s) to the annexation of the Land by the City of Storm Lake, Iowa, whether the Land is the only real estate to be annexed or part of a territory to be annexed that includes real estate owned by others.
5. The undersigned acknowledge(s) that, pursuant to Iowa Code Section 368.7(e), the undersigned may withdraw this application for annexation at any time within three (3) business days after the public hearing held by the City of Storm Lake, Iowa, which hearing must be held before the City of Storm Lake, Iowa approves or denies the application for annexation. The undersigned waive(s) the right to withdraw this Application and waive(s) the right to withdraw the undersigned's consent to the proposed annexation.
6. *(Check one line)*
 No No business is currently providing solid waste collection services (garbage pickup) to the Land.
_____ Solid waste collection services (garbage pickup) are currently being provided to a use on the Land by _____

(Insert name and address of solid waste collection service.)

7. (Check one line)
No No use on the Land receives public water service from any source.
Public water service is currently being provided to a use on the Land by:

(Insert name and address of water service provider.)
8. (Check one line)
No No use on the Land receives electrical service from any source.
Electrical service is currently being provided to a use on the Land by:

(Insert name and address of electrical service provider.)
9. (Check one line)
No No use on the Land receives natural gas service from any source.
Natural gas service is currently being provided to a use on the Land by:

(Insert name and address of natural gas service provider.)
10. (Check one line)
No No use on the Land receives cable television service from any source.
Cable television service is currently being provided to a use on the Land by:

(Insert name and address of cable television service provider.)
11. (Check one line)
No No use on the Land receives telephone service from any source.
Telephone service is currently being provided to a use on the Land by:

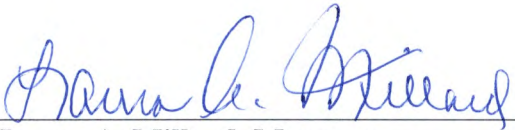
(Insert name and address of telephone service provider.)
12. (Check one line)
No No use on the Land receives Internet service from any source.
Internet service is currently being provided to a use on the Land by:

(Insert name and address of Internet service provider.)
13. If an undersigned owner is an entity or a person acting as a trustee of a trust, the true legal name

of the entity or the trust is shown below and the individual(s) signing on behalf of such entity or trust has/have legal authority to sign this Application on behalf of the entity or trust. Any such entity or trustee agrees to provide the City of Storm Lake, Iowa with written evidence of such authority.

WEST LOC DEVELOPMENT, L.L.C.

Date: 1 - 28 - 16

By: 

Laura A. Millard, Manager

Address and telephone number of entity:

785-580th Street, Alta, IA 51002

Telephone: (712) 284-1324

EXHIBIT "A"

Legal Description for Real Estate Owned by West Loc Development, L.L.C.

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼) OF SECTION 8, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE FIFTH P.M., BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST (SE) CORNER OF SAID NORTHWEST QUARTER (NW ¼); THENCE ON AN ASSUMED BEARING OF NORTH 00°00'00" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW ¼), 40.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUING NORTH 00°00'00" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW ¼), 1109.08 FEET; THENCE NORTH 89°48'19" WEST, 415.57 FEET; THENCE NORTH 00°01'36" EAST, 20.00 FEET TO THE SOUTHEAST (SE) CORNER OF WEST LAKE ESTATES THIRD ADDITION; THENCE NORTH 89°44'45" WEST, ALONG THE SOUTH LINE OF WEST LAKE ESTATES THIRD AND FOURTH ADDITION TO STORM LAKE, IOWA, 912.14 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼); THENCE SOUTH 00°06'48" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼), 562.42 FEET; THENCE NORTH 89°58'28" EAST, 120.00 FEET; THENCE SOUTH 00°06'48" WEST, 120.00 FEET; THENCE SOUTH 89°58'28" EAST, 120.00 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼), THENCE SOUTH 00°06'48" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼), 443.95 FEET; THENCE SOUTH 89°38'52" EAST, 1329.94 FEET TO THE POINT OF BEGINNING; AND **EXCEPT LOT "A"**.

Existing City Limits

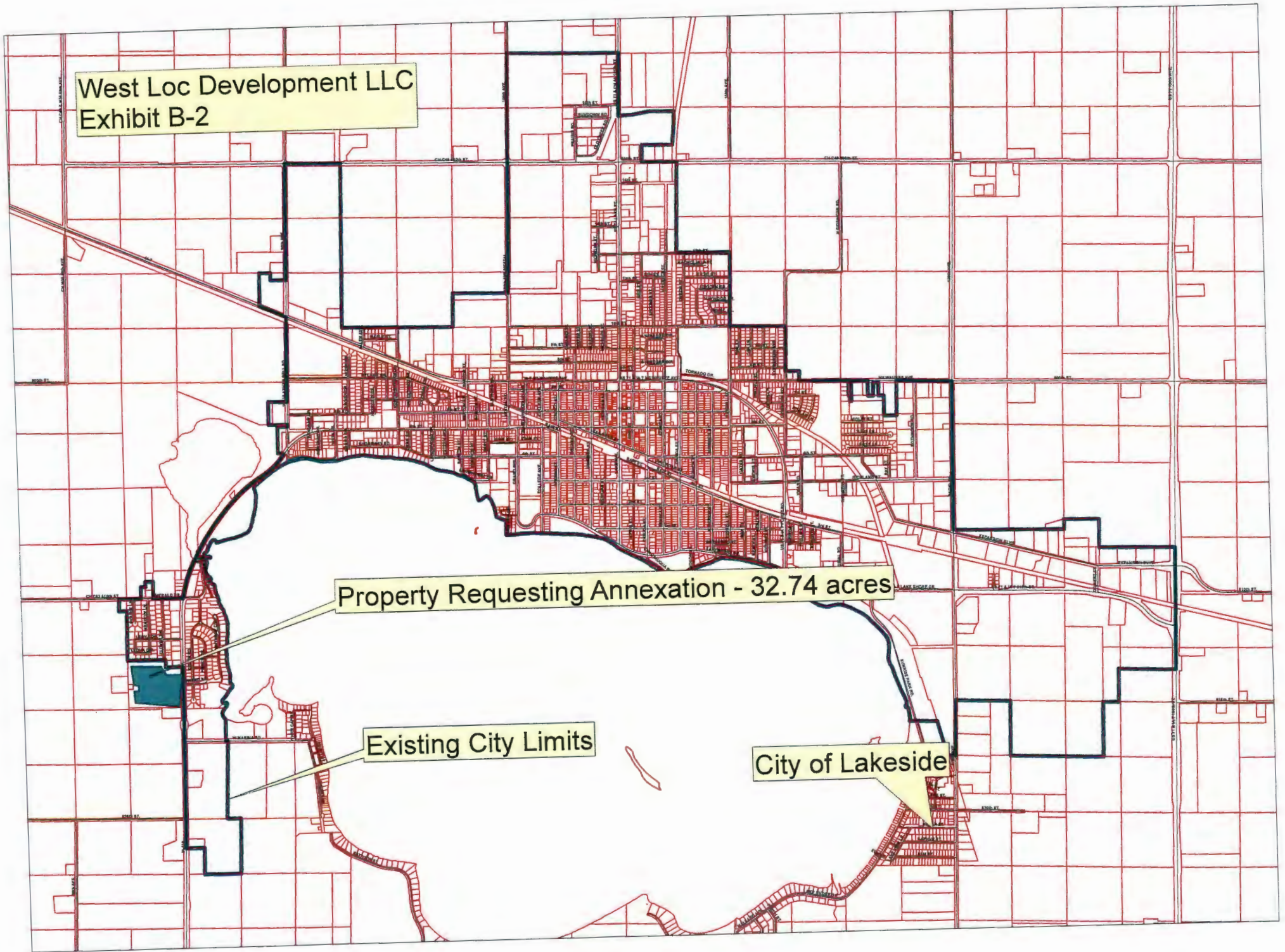
Property Requesting Annexation - 32.74 acres

West Loc Development LLC
Exhibit B-2

Property Requesting Annexation - 32.74 acres

Existing City Limits

City of Lakeside



AFFIDAVIT

STATE OF IOWA)
)
COUNTY OF BUENA VISTA) SS.

I, the undersigned affiant, being first duly sworn on oath, depose and state:

1. I am the manager of West Loc Development, L.L.C., an Iowa limited liability company (the “Entity” hereafter). As such, I am familiar with the records of the Entity.

2. According to the records of the Entity, I am authorized to sign documents affecting the real estate of the Entity, including documents such as the Application for Annexation of the Entity's real estate, to which this Affidavit is attached.

3. I know that the Entity is voluntarily seeking annexation of the real estate described in the attached annexation application and know that the Entity has duly authorized me to sign the Application for Annexation on behalf of the Entity to seek such annexation on behalf of the Entity.

Dated: 1-28-16

Laura A. Millard
Laura A. Millard

Subscribed and sworn to before me by Laura A. Millard this 28th day of January, 2016.

Notary Public in and for said county and state



Staff Summary

2/1/2016

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: James H. Patrick, City Manager

SUBJECT: Motion to Approve The City Manager To Enter Into A Contract With Slavin And Associates For Finance Director Search Services.

BACKGROUND: The City of Storm Lake is searching for a Finance Director. The importance of this position and the need to fill the position is beyond advertising in papers and Municipal Leagues, even though that is on going.

The City received two proposals:

GOVHR USA's proposal is \$19,000 plus travel and accommodations. This firm projects a 12 week process. GOVHR is more of a Mid West Firm and is based out of Chicago area. The consultant that would work with the City is Karl Nolenburger who is a retired County Administrator and currently teaches Public Administration.

Slavin and Associate's proposal is \$14,730 plus travel and accommodations. This firm projects a 90 day process. Slavin and Associates have a national presence. Paul Wenbert would be the principle consultant working with the City from the Phoenix area. Paul is a former City Manager (30 years, 13 in Iowa) and has been working as a recruiter for 9 years.

Both firms have the same basic approach.

This Resolution would direct the City Manager to enter into a consultant agreement with Slavin and Associates to conduct a Nationwide recruitment for the next Storm Lake Finance Director.

FISCAL IMPACT: The fiscal impact will be a consultant fee of \$14,730 and travel and expenses anticipated to be approximately \$5,000.

RECOMMENDATION: Motion Approving the City Manager to enter into a contract with Slavin and Associates for Finance Director Search Services.

ATTACHMENTS:

Description		Type
	Slavin RFP	Contract

CITY OF STORM LAKE, IOWA

Response to Request for Proposal

RE: Finance Director Recruitments

*Prepared by Paul Wenbert, Western Regional Manager,
Slavin Management Consultants, January 27, 2016*



7828 E. Red Hawk Circle, Mesa, Arizona 85207

480-664-2676

pwconsulting@cox.net

www.slavinmanagementconsultants.com



January 27, 2016

Mr. Jim Patrick
City Manager
City of Storm Lake
620 Erie Street
Storm Lake, Iowa 50588

Dear Mr. Patrick:

Slavin Management Consultants is pleased to submit this proposal to conduct the executive search for Storm Lake's Finance Director position.

Slavin Management Consultants (SMC) operates a national practice from its home office near Atlanta, Georgia, and also has consultants in California, Arizona, Texas, Ohio, Michigan, Connecticut, and Florida. With its extensive national network, SMC is confident in its ability to secure a group of outstanding candidates from throughout the nation that would be a good fit for the City.

Mr. Paul Wenbert will serve as Project Manager on this assignment. After a 30-year career in city management including more than 13 years in Iowa Mr. Wenbert joined SMC in 2007 as its Western Regional Manager. He has conducted or assisted in the conduct of more than 60 searches for jurisdictions as small as Carlisle, Iowa, (3,900 population) to as large as Phoenix Arizona, (1.5 million population).

Mr. Robert Slavin will provide project oversight. Having conducted or assisted in the conduct of more than 900 executive recruitments throughout the United States, Mr. Slavin is among the most experienced local government management recruiters in the country.

Thank you for the opportunity to submit this proposal. Please contact Mr. Wenbert at 480-664-2676 if you have any questions about this proposal.

Sincerely,

Paul Wenbert
Western Regional Manager

TABLE OF CONTENTS

SECTION I. ABOUT SLAVIN MANAGEMENT CONSULTANTS	1
SMC Organizational Chart	2
EEO Commitment	2
SMC Staff Assigned to this Project	3
SMC's Results-Oriented Process	4
Firm Contact Information	6
SECTION II. WORK PLAN	7
SECTION III. GUARANTEES	9
SECTION IV. PROJECT SCHEDULE.....	11
SECTION V. PROJECT COST.....	12
SECTION VI. REFERENCES	14
ACCEPTANCE/SIGNATURE.....	17
APPENDIX	
About Project Staff	A-1
Partial Client List	B-1
Minority and Female Placements	C-1
Sample Recruitment Profile	D-1
Sample Reports	E-1
Urbandale Register Article	

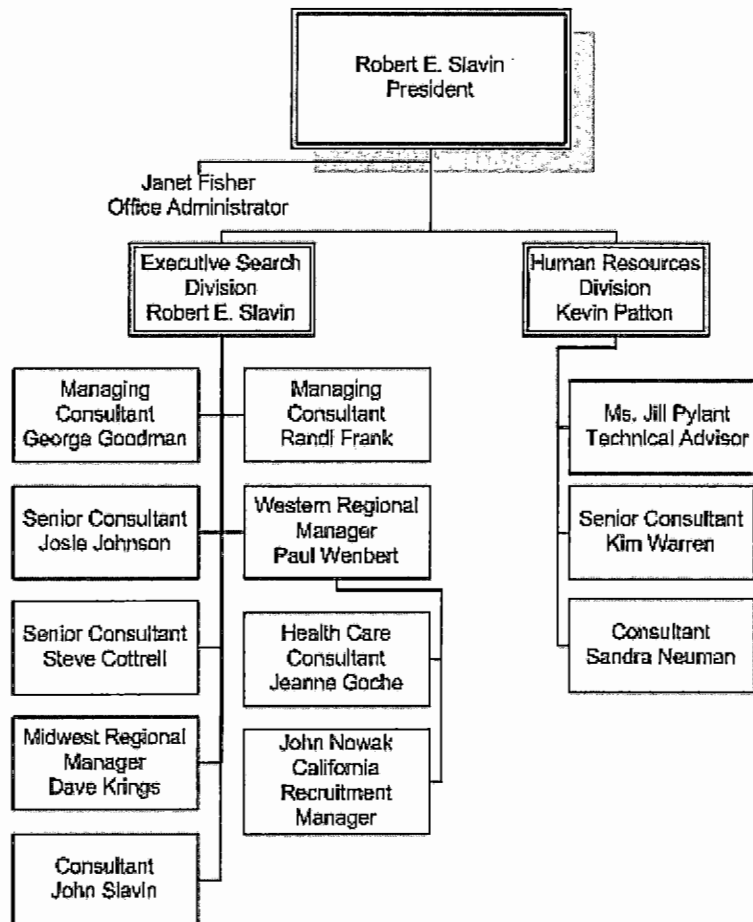
SECTION I—ABOUT SLAVIN MANAGEMENT CONSULTANTS

Slavin Management Consultants (SMC) was formed in 1991 and is incorporated in the State of Georgia. SMC operates a national practice from its home office in the Atlanta metropolitan area. The principal and only stock holder of the firm is Robert E. Slavin. Mr. Slavin has extensive experience as a local government manager, an executive recruiter and a management consultant. In addition to the home office staff, SMC has consultants in Ann Arbor, Michigan; Cincinnati, Ohio; Dallas, Texas; Hartford, Connecticut; Key West, Florida; Manteca, California; and Mesa, Arizona. As one of the only national public sector executive recruiting firms in the country, SMC is confident in its ability to secure a group of outstanding candidates from throughout the nation that would be a good fit for the City.

SMC provides high-quality consulting services to state and local governments, health care providers, transit authorities, utilities, special districts, and private sector clients. Specialty practice areas include executive recruitment, pay and classification, performance appraisal systems, and organizational development and training. SMC has conducted successful assignments for hundreds of public sector organizations nationally and received many accolades for its work.

Slavin Management Consultants is in excellent financial condition. The company is profitable, is current with all of its accounts, and has no debt. SMC has never been sued and is not aware of any pending legal actions against the company.

SLAVIN MANAGEMENT CONSULTANTS ORGANIZATIONAL CHART



EEO COMMITMENT

Slavin Management Consultants is committed to building a diverse workforce which reflects the face of the communities it serves. In addition, SMC honors and respects the differences and abilities of its employees and provides them with the necessary opportunities, tools, and support to achieve their maximum potential.

Equitably managing a diverse workforce is at the heart of equal opportunity. Valuing diversity is the basis for a policy of inclusion. Diversity recognizes and respects the multitude of differences which employees bring to the workplace. Diversity complements organizational values that stress teamwork, leadership, empowerment, and quality service. Diversity is best implemented when managers maintain an

environment that values the differences in their employees and take steps to ensure that all employees know they are welcome.

To achieve workplace equity and inclusion, SMC utilizes the practices outlined below:

- It does not discriminate in employment on the basis of race, color, religion, national origin, sex, age, disability, marital status, sexual orientation, creed, ancestry, medical condition, or political ideology;
- Its recruiting efforts ensure that applicant pools are both capable and diverse;
- It makes employment decisions based on job-related criteria and provides opportunities for entry and promotion into non-traditional jobs; and
- It maintains a workplace free of all forms of harassment.

SMC STAFF ASSIGNED TO THIS PROJECT

Mr. Paul Wenbert will serve as Project Manager on this assignment. After a 30-year career in city management, Mr. Wenbert joined SMC in 2007 as its Western Regional Manager. He has conducted or assisted in the conduct of more than 60 searches for jurisdictions as small as Carlisle, Iowa, (3,900 population) to as large as Phoenix, Arizona (1.5 million population).

During his city management career, Mr. Wenbert was responsible for management of a \$470 million budget and 1,100 employees as Deputy City Manager for the City of Mesa, Arizona. Mr. Wenbert spent more than 13 years of his career in Iowa as Assistant City Manager for Ames, Iowa, and City Administrator for Newton, Iowa. While in Iowa, Mr. Wenbert served as President of the Iowa City/County Management Association and was awarded with the Association's highest honor, the Joe Lukehart Award. Mr. Wenbert has an extensive professional network in the Midwest based on his 20 years of local government management experience in Iowa, Illinois and Indiana. In addition, he has a large nationwide professional network as a result of 30 years of involvement in ICMA including serving as Midwest Regional Vice-President and chairing 3 ICMA Committees.

SMC President Bob Slavin will also work on this project. Mr. Slavin is among the most experienced recruiters of local government managers in the nation. He has a strong and proven commitment to providing exceptional recruitment services to public agencies and has received many accolades supporting this work. Mr. Slavin has conducted or assisted in the conduct of more than **900 executive searches** throughout his career.

Additional information about SMC staff assigned to this project is included in Appendix A.

SMC'S RESULTS-ORIENTED PROCESS

SMC uses a critical path search process which allows its clients to focus their attention on the selection process rather than on identifying, recruiting, screening, and evaluating candidates. The best prospects are typically happily employed and do not respond to advertisements. These people need to be found and encouraged to become candidates. They are understandably reluctant to apply for positions when their application could become a matter of public information prior to being assured that the client is interested in their candidacy. SMC has a proven track record of aggressively pursuing these types of "happily employed" candidates to encourage them to submit their applications as evidenced by the newspaper article at the end of the Appendix. SMC's approach to this assignment will reflect the unique qualities of Storm Lake, and it will honor the confidentiality of candidates to the extent permitted by Iowa law.

SMC would like the City of Storm Lake to consider SMC's unique qualities and approach identified below that help to distinguish it from other public sector recruiting firms.

- SMC is results-oriented. Once the recruitment profile is approved by the City, SMC will "lock" into the profile's criteria and carefully identify, recruit, and evaluate candidates who meet **the City of Storm Lake's criteria**. SMC does not simply bring forward candidates it already knows.
- SMC is committed to complete client satisfaction. SMC's successful placement-oriented approach will ensure that the project work is practical, realistic, and timely and that it has the full commitment and support of the client so that a successful placement occurs.
- SMC makes use of resources that go beyond "Google" searches to conduct background checks of potential candidates. **In addition and unique to this industry, SMC visits finalists' work sites prior to client interviews to learn first-hand about candidates' management style and work performance.**
- SMC are leaders in the executive search field having conducted more than 900 public sector executive searches throughout the nation (see Appendix B for partial list).
- SMC's methodologies are state-of-the-art and include advertising in traditional publications, websites, and use of SMC's large resume data base to generate quality applicants.
- SMC's style is interactive in that it builds a partnership with its clients.
- SMC uses discount airfares and makes multi-client trips whenever possible to reduce expenses to its clients.
- SMC are experts in EEO/AA recruitment. Approximately 25 percent of its placements are from protected groups (see Appendix C for partial list).

-
- Every search SMC has conducted resulted in a selection from among its recommended group of candidates. SMC's experience includes large and small organizations and chief executives and subordinate-level positions. **More than 95 percent of SMC's placements have remained in their clients' positions for more than five years, and the guarantee (see Section III, page 9) of redoing the search due to the candidate leaving during the first 2 years of the new position has occurred only twice out of more than 900 searches.** SMC has established this enviable track-record due to its extensive research at the beginning of each assignment about the client and the position to be filled which helps SMC identify candidates that are a good fit for the position. This candidate fit is further verified through extensive background investigations, reference checks, and visits to finalists' work sites. SMC believes the best predictor of future candidate performance is past performance which is why SMC obtains such a substantial amount of information about each finalist.

While SMC is proud of its results-oriented approach of focusing on the practical aspects of filling positions in a timely and cost-effective manner, SMC realizes that process is important as well. For example, Storm Lake's Finance Director recruitment profile and advertisements will be viewed by thousands of local government professionals throughout the nation. This provides an excellent opportunity for Storm Lake to market itself and increase its visibility to opinion-makers throughout the United States. SMC will produce a quality recruitment profile brochure that markets Storm Lake in a positive light (see Appendix D for example of SMC recruitment profile). In addition, the "customer service" approach SMC employs in dealing with prospective candidates will also reflect positively on Storm Lake. SMC is as proud of its responsiveness to candidates as it is to its clients.

FIRM CONTACT INFORMATION

The following individuals will serve as the primary contacts for this project.

Project Manager

Paul Wenbert
Western Regional Manager
Slavin Management Consultants
7828 E. Red Hawk Circle
Mesa, Arizona 85207
480-664-2676 (work)
480-444-9512 (cell)
pwconsulting@cox.net

Other Professional Staff

Mr. Robert E. Slavin
President
Slavin Management Consultants
3040 Holcomb Bridge Road, Suite A-1
Norcross, Georgia 30071
770-449-4656 (work)
678-296-2037 (cell)
770-416-0848 (fax)
slavin@bellsouth.net

SMC assures it has no conflict of interest with performing this service for the City of Storm Lake.

SECTION II—WORK PLAN

SMC will use a proven and comprehensive seven-step work plan to complete this project as follows:

1. Develop recruitment profile;
2. Recruit qualified candidates;
3. Submit written progress report on semi-finalists to client;
4. Conduct background investigations/site visits on finalists;
5. Assist client in interview and selection process;
6. Facilitate employment of selected candidate; and
7. Conduct follow-up with client after candidate has been employed.

Each step of this work plan is described below.

1. Develop recruitment profile

SMC will meet with the City Manager and other City staff to learn about the City's needs and culture. Also, SMC will provide options for additional external and internal stakeholder involvement. These meetings as well as independent research conducted by SMC about the community and position will help SMC determine the unique challenges to be managed by Storm Lake's next Finance Director. This will allow SMC to accurately describe the desired professional and personal attributes top candidates should possess.

Once SMC has gained sufficient information, it will prepare a draft recruitment profile and review it with the City Manager to obtain approval. The profile will include information about the Storm Lake community, City government, issues and opportunities to be managed by the next Finance Director, and the job requirements and selection criteria.

2. Recruit qualified candidates

SMC will utilize the following resources to conduct a national recruitment for qualified candidates that meet the job specifications and selection criteria for the position:

- SMC's database of candidates;
- SMC's professional local government management network;
- Advertisements in national professional publications and regional publications as appropriate; and
- Sending the recruitment profile to persons who have the requisite experience for the position.

3. Submit written progress report on semi-finalists

SMC will submit a written progress report on the semifinalists and meet with the client to discuss this report. Typically 8-12 semifinalists are included in the progress report.

The progress report will summarize each semifinalists' experience and education. The report will also include a screening of semifinalists against the selection criteria and job requirements contained in the recruitment profile. This screening will be based on:

- a review of resumes and cover letters;
- SMC's phone interviews of semifinalists;
- semifinalists' responses to a supplemental questionnaire that provides additional information about semifinalists' management styles, writing skills, and how closely their experience relates to the selection criteria and job requirements in the recruitment profile; and
- SMC's knowledge of semifinalists' work performance and the quality of the organizations and communities in which they have served.

The progress report will also include the semifinalists' current salary. At SMC's meeting with the client, the client will select the finalists to interview using SMC's candidate ranking forms if desired. Typically five finalists are interviewed. Appendix E contains an example of the type of information which will be included in the progress report.

4. Conduct background investigations/site visits on finalists

SMC will conduct background investigations and site visits on the finalists. In order to better assess the finalists' management style and interpersonal characteristics, SMC will personally interview each in his or her present work environment while protecting the finalists' confidentiality. SMC will closely examine each finalist's experience, achievements, management style, and interpersonal skills in relation to the recruitment profile's selection criteria.

SMC's background investigations include detailed and extensive reference checks which cover a minimum period of ten years. SMC will interview the references provided by the finalists as well as others who can evaluate the candidate's job performance. The background work also includes investigation to the maximum extent permitted under federal law of finalists':

- criminal and civil court records;
- credit history;
- driving records; and
- college degrees.

At the client's option, SMC can arrange for assessment centers and/or psychological (or similar) testing of the candidates. These optional items will result in additional cost to the client.

SMC will provide a report to the client about these background checks and site visits.

5. Assist client in interview and selection process

SMC will assist the client in developing the interview process based on SMC's knowledge of best practices and will provide a list of interview questions for the client's consideration. SMC will contact the finalists to inform them of interview schedules and other logistical details, and SMC will be present during the interviews. Finally, SMC will notify all unsuccessful candidates of the final decision reached.

6. Facilitate employment of selected candidate

SMC will provide information about trends in employment, employment agreements, and relocation expenses to the client. SMC will also facilitate negotiation of the selected candidate's compensation package.

7. Conduct follow-up with client after candidate has been employed

SMC will follow-up with the City Manager and the new Finance Director six and twelve months after the selected candidates have been employed to evaluate the success of the placements. SMC will assist in any adjustments that may be necessary.

SECTION III—GUARANTEES

SMC provides a comprehensive set of assurances and guarantees to clients that include:

- A commitment to excellence. SMC guarantees that the selection process and placement will be of high quality and successful. To accomplish this, SMC will continue to work with the client until a satisfactory candidate is selected and accepts employment;
- SMC guarantees its work and will redo the search if the position is vacated, for any reason, within two years of the employment date of a SMC recommended candidate; in this event, SMC will charge the client only for its out-of-pocket expenses to redo the search (no professional fees will be charged);
- SMC will never actively recruit any *candidate* who SMC has placed nor will SMC actively recruit *any employee* from a client organization for at least two years from the completion date of an assignment;

-
- SMC will properly handle any and all media relations. Unless otherwise directed, it is SMC's standard practice to tell all media that SMC is working on behalf of the client and that any public statement should come from the client directly. Under no conditions will SMC release information to the media unless specifically directed by the client to do so; and
 - SMC will keep the client informed and involved in the search process. SMC will provide frequent verbal and written progress reports to the client.

SECTION IV—PROJECT SCHEDULE

The search process normally takes 90 days to complete and typically follows the schedule below.

		DAYS				
STEPS		1-30	30-45	45-60	60-90	90-455
1.	Develop recruitment profile and advertising program for client approval	✓				
2.	Identify qualified candidates and receive and review resumes	✓	✓			
3.	Screen & evaluate prospective candidates/prepare progress report and meet with client		✓	✓		
4.	Conduct background investigations and site visits on finalists				✓	
5.	Interview and evaluate finalists				✓	
6.	Assist in selection and facilitate employment				✓	
7.	Follow-up					✓

SECTION V—PROJECT COST

PROFESSIONAL FEES

The project cost is \$14,730 of professional fees plus expenses. The following table shows the level of involvement by project step and cost.

PROJECT COSTS				
STEPS	ASSIGNED HOURS (Approximate)		RATE (Hr)	FEES
	Project Manager	Consultant		
1. Project planning/develop recruitment profile/prepare and place advertising	30		\$85	\$2,550
		5	\$40	\$200
2. Identify and recruit candidates / acknowledge resumes	30		\$85	\$2,550
		28	\$40	\$1,120
3. Phone interviews with potential semi-finalists/prepare progress report	20		\$85	\$1,700
		10	\$40	\$400
4. Meet with client to review progress report and select finalists	4		\$85	\$340
5. Schedule finalists interviews / assist client with designing interview process	8		\$85	\$680
6. Finalists background investigation (includes SMC on-site visits with finalist candidates)	30		\$85	\$2,550
		32	\$40	\$1,280
7. Finalists interviews/assist in employee selection	12		\$85	\$1,020
8. Negotiate employment agreement	4		\$85	\$340
9. Follow-up	4		No Charge	\$0
TOTAL HOURS	142	76		
TOTAL COST				\$14,730

EXPENSES

Expenses for this executive search will be billed on an actual cost basis and will not exceed 60 percent of the professional fee (\$8,838). Additional detail about these expenses is shown below.

Consultant Travel: The client pays direct costs for all necessary consultant travel using lowest available air rates, corporate hotel rates at moderately priced properties (Holiday Inn or equivalent), rental cars using the corporate discount, and normal meals. The client controls these costs in the following ways: 1) the client pre-approves all work plans including all consultant and candidate travel; and 2) when appropriate, the consultant will work on more than one search when traveling and will therefore allocate costs to multiple clients.

Office Costs: telephone (\$350 flat fee, billed in two installments), fax, postage, copier, and delivery costs.

Advertising: typically approximately \$2,000. The client controls these costs because the advertising program will be approved by the client prior to implementation.

The cost for finalists to travel to the client's locale for interviews is not included in the cost of this proposal. Such costs are typically paid by the client on a reimbursement basis directly to the candidates and controlled through the client's prior approval of the finalists. These costs vary depending on candidate location, spousal involvement, and the length of the interview process. For budgeting purposes, an average cost of between \$500-700 per candidate would be appropriate. Typically five candidates are interviewed.

Should the client's needs result in an increased project scope that significantly increases consultant travel and/or advertising costs, it may be necessary to increase the expense budget for the project which would require client approval. The client's liability to Slavin Management Consultants for services rendered under this agreement will not exceed the agreed upon price unless an increase is authorized by the client in writing.

SMC will submit monthly invoices for fees and expenses. It is SMC's practice to bill 30 percent at the start of the search, 30 percent at the end of thirty days, 30 percent at the end of sixty days, and the remaining 10 percent shortly after the time that the candidate accepts the position. Expenses will be billed in addition and shown as a separate figure. Each invoice will be payable upon receipt.

SMC will comply with all applicable laws, rules, and regulations of federal, state, and local government entities. SMC's liability, if any, will not be greater than the amount paid to SMC for the services rendered.

SECTION VI—REFERENCES

1. Mr. Tim Moerman
City Administrator
230 W. Hickman Road
Waukee, Iowa 50263
515-987-4522
tmoerman@waukee.org
City Administrator search, 14,500 population, 2013
2. Mayor Ruth Randleman
195 North First Street
PO Box 430
Carlisle, Iowa 50047
515-249-4974
City Administrator search, 3,900 population, 2013
3. Mayor Matt Hayek
City of Iowa City, Iowa
410 E. Washington Street
Iowa City, Iowa 52240
319-356-5010 (phone)
319-356-5497 (fax)
matt-hayek@iowa-city.org
City Manager search, 65,000 population, 2010
4. Mayor Bob Andeweg
City of Urbandale
3600 86th Street
Urbandale, Iowa 50322-4057
515-283-3106 (work phone)
rdandeweg@nyemaster.com
City Manager search, 38,000 population, 2009
5. Mayor Robert Craft
City of Gulf Shores
203 Clubhouse Drive
Gulf Shores, Alabama 36542
251-968-1124
rcraft@gulfshoresal.gov
City Administrator search; 10,000 population; 2013
6. Mayor Barry Porter
City of Wyoming

800 Oak Avenue
Wyoming, Ohio 45215
513-821-7600 (phone)
porterbear81@aol.com
City Manager search, 8,400 population, 2011

7. Mr. Joe Gibson
Council President
Tipp City, Ohio
937-264-1122
joe@gibsonlawohio.com
City Manager search, 10,000 population, 2014
8. Mayor Scott Lund
City of Fridley, Minnesota
763-572-3500
City Manager search, 27,800 population, 2013
9. Mayor Raeanne Pressley
City of Branson
110 W. Maddux
Branson, Missouri 65616
417-334-4129 (phone)
raeannepressley@gmail.com
City Administrator searches, 12,000 population, 2008 and 2013
10. Mr. Dean Kruithof (former Branson, Missouri City Manager)
City Manager
City of Miami
PO Box 1288
Miami, Oklahoma 74354-1288
918-542-6685 (phone)
918-542-6346 (fax)
dckruithof@aol.com
Finance Director search, 12,000 population, 2008
11. Mayor Randy Penn
City of Englewood
1000 Englewood Parkway
Englewood, Colorado 80110
720-315-3915
rpenn@englewoodgov.org
City Manager search, 30,000 population, 2014

12. Mayor Nancy Sharpe
City of Greenwood Village
City Hall
6060 South Quebec Street
Greenwood Village, Colorado 80111
303-486-5741 (phone)
City Manager search, 11,000 population, 2006

13. Mr. Bruce Bender
Chief Administrative Officer
City of Missoula
435 Ryman
Missoula, Montana 59802
406-552-6001 (phone)
406-327-2102 (fax)
bbender@ci.missoula.mt.us
Central Services (includes Finance Division) Director search 67,000 population,
2013

ACCEPTANCE/SIGNATURE

This proposal is presented by Slavin Management Consultants by:

SIGNATURE: _____

NAME: Paul Wenbert

TITLE: Western Regional Manager

DATE: January 27, 2016

This proposal is accepted for the City of Storm Lake, Iowa by:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Staff Summary

2/1/2016

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: James H. Patrick, City Manager

SUBJECT: Motion Updating Engineering Consultant Standard Service Contract With Emmons & Oliver Resources for engineering services.

BACKGROUND: This City of Storm Lake entered into a Services Contract with Emmons & Oliver Resources (EOR) November 15, 2012 for incidental engineering services. This is an update to the original agreement which updates their hourly rates. For major Capital Projects, the City will still bid out the engineering services and request Council approval for those project specific services. This contract is for engineering consulting to include work on grant submittals, preliminary plans, and cost estimates.

FISCAL IMPACT: Increases engineering costs when used.

RECOMMENDATION: Council move to approve the update to Emmons & Oliver Resources Engineering Consultant Standard Service Agreement.

ATTACHMENTS:

Description	Type
☐ EOR Engineering Contract	Contract

ENGINEERING CONSULTANT STANDARD SERVICE CONTRACT

This Agreement is effective on the 15th day of January, 2016, by and between the City of Storm Lake ("Client") and Emmons & Olivier Resources, Inc. ("Consultant") for services that Consultant will perform for General Engineering Services.

SCOPE OF SERVICES

Consultant will provide Client with General Engineering Services as directed by the City (the "Work").

COMPENSATION

Client agrees to pay Consultant the fees stated in Attachment I (the "Fees") for the Work.

This Agreement is subject to the following General Conditions:

SECTION 1: FEE PAYMENT

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

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

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

SECTION 2: PROJECT INFORMATION

2.1 Client will provide to Consultant in writing information known to Client regarding existing and proposed conditions of the Site. The information will include without limitation, but only as appropriate to the work, as-built blueprints, mechanical drawings, construction specifications, operating and performance criteria for mechanical systems, site plans, hydrologic data, subsurface or latent physical

conditions at the Site, previous soil data including borings, field or laboratory tests, and written reports, and notice of all known hazardous, toxic, radioactive, pollutant, or irritant conditions at the Site ("Project Information").

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

SECTION 3: OWNERSHIP - DOCUMENTS

3.1 Consultant will prepare and deliver to Client certain design documents as instruments of the professional services performed. All design documents delivered to Client will become the property of Client; provided, however, Consultant will retain an ownership and property interest (including the right to reuse). Client will, to the fullest extent permitted by applicable law, indemnify, defend, and hold harmless Consultant from and against any and all claims, liabilities, losses, damages, costs, or expenses including, without limitation, reasonable attorney's fees, awards, fines, or judgments arising out of or related to: (a) use of the design documents for locations or times not covered by the design documents; (b) use of information from the design documents out of context; or (c) interpretation of the meaning of the design documents by third parties without the written consent of Consultant.

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

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

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

SECTION 4: STANDARD OF CARE

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

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

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

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

SECTION 5: INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

SECTION 6: INSURANCE

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

SECTION 7: ATTORNEY'S FEES

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

SECTION 8: SITE LOCATION/ACCESS/PERMITS AND APPROVALS

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

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

SECTION 9: AGENCY/RIGHT OF ENTRY

In order to permit timely access to properties owned by third parties where access is deemed by Consultant to be necessary or beneficial to the Work, Client hereby appoints Consultant and its employees as its agent authorized to execute right of entry agreements on behalf of Client. Client agrees that Consultant's failure to obtain entry to property owned by third parties will not be deemed a breach of this Agreement and Consultant will have no obligation to provide indemnification of third parties, or otherwise obligate itself, in order to obtain entry to property.

SECTION 10: UTILITIES

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

SECTION 11: FORCE MAJEURE

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

SECTION 12: TERMINATION

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

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

SECTION 13: ASSIGNMENT

Neither party may delegate duties or assign interest in this Agreement without obtaining the prior written consent of the other party, which consent will not be unreasonably withheld, except Consultant may use the services of persons and entities not in its employ when it is customary to do so. These may include, without limitation, surveyors, specialized consultants, drilling contractors, testing laboratories, and construction contractors.

SECTION 15: MISCELLANEOUS

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

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

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

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

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

SIGNATURES

Emmons & Olivier Resources, Inc.

By _____
Signature

Printed Name

Its _____
Title

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

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

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

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

Client: City of Storm Lake

By _____
Signature

Jon F. Kruse
Printed Name

Its _____
Mayor
Title

ATTACHMENT I

EOR 2016 Hourly Fee Schedule

<u>Classification</u>	<u>Hourly Rate (*)</u>
Professional 1	\$98.00
Professional 2	\$124.00
Professional 3	\$147.00
Professional 4	\$166.00
Technician 1	\$71.00
Technician 2	\$85.00
Technician 3	\$102.00
Principal Partner	\$206.00
Support Staff	\$66.00

Professionals:

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

Technicians:

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

Principal Partners:

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

Support Staff:

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

Additional Notes:

- *Travel time and mileage is included in hourly rates.*
- *Reimbursable expenses (Reproduction, Printing, Duplicating, Mileage at current government rates, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost.*
- *Subcontracted services will be billed at cost plus 15% to cover overhead expenses.*

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

Staff Summary

2/1/2016

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: James H. Patrick, City Manager

SUBJECT: Ordinance No. 02-O-2015-2016 Creating A Mayor's Advisory Committee For Parks, Trees, and Trails - 2nd Reading

BACKGROUND: There is a need for an advisory committee to assist with the planning and development of trails in and around the City. There is a need for planning and advice concerning parks and park development as well as an Advisory Committee concerning the Urban trees. This Ordinance provides for those needs. This Committee is advisory to the Mayor and City Manager.

FISCAL IMPACT: There is no fiscal cost for creating the Advisory Committee.

RECOMMENDATION: Council adopt on 2nd reading Ordinance No. 02-O-2015-2016 Creating A Mayor's Advisory Committee For Parks, Trees, And Trails.

ATTACHMENTS:

Description	Type
□ Ordinance No. 02-O-2015-2016	Ordinance

ORDINANCE NO. 02-O-2015-2016

AN ORDINANCE AMENDING TITLE II OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA BY THE ADDITION OF A NEW CHAPTER 16 ESTABLISHING A MAYOR’S ADVISORY COMMITTEE FOR PARKS, TRAILS, AND URBAN FOREST.

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

Section 1. Title II of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa is hereby amended by the addition of a new Chapter 16 as follows:

“Mayor’s Advisory Committee For Parks, Trails, and Urban Forest

2-16-1 Created

There is hereby created a nine (9) member committee to be known as the Mayor’s Advisory Committee for Parks, Trails, and Urban Forest.

2-16-2 Membership

The committee shall consist of nine (9) members appointed by the Mayor with the approval of the City Council. Three of the members shall also serve as members of the City Tree Advisory Committee. The term of each member of the Mayor’s Advisory Committee for Parks, Trails, and Urban Forest shall be three years, except that the terms of the nine members appointed to the initial committee shall be as follows:

- A. Three members each shall be appointed for a term of one year;
- B. Three members each shall be appointed for a term of two years; and
- C. Three members each shall be appointed for a term of three years.

In the event that a vacancy shall occur during the term of any member, that member’s successor shall be appointed for the unexpired portion of the term. The City Forester and a City staff member appointed by the City Manager will serve as ex-officio members of the Mayor’s Advisory Committee for Parks, Trails, and Urban Forest. The nine members of the Mayor’s Advisory Committee for Parks, Trails, and Urban Forest appointed by the Mayor shall serve without compensation.

2-16-3 Duties

The Mayor’s Advisory Committee for Parks, Trails, and Urban Forest shall have the following duties:

- (A) To provide insight and recommendations to the Mayor and City Staff related to planning and improving the City's parks, the City's trail system, and urban forestry; and
- (B) To provide feedback on current parks, trails and urban forestry initiatives including education, policies, and city practices.

2-16-4 Meetings

The committee shall meet at least quarterly or at the call of the City Infrastructure and Public Facilities Director, the City Forester, or the City Manager.”

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

PASSED AND APPROVED this _____ day of _____, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk