

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JANUARY 18, 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. Motion Authorizing a Noise Variance for the 2016 BVU Winterfest Events
 - C. Motion Authorizing a Noise Variance for the 2016 BVU Buenafication Day
 - D. Motion Authorizing a Noise Variance for the 2016 Lorensen/Farrell Wedding in Awaysis Park
 - E. Buy Local Information
3. Iowa Lakes Corridor Presentation
4. 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.
5. 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.
6. Resolution No. 87-R-2015-2016 Approving Electronic Bidding Procedures And Official Statement
7. Resolution No. 88-R-2015-2016 To Adopt the Storm Lake Employee Manual
8. Resolution No. 89-R-2015-2016 Approving North Central Storm Water Change Order 3
9. Motion to Approve Highway 7 Widening Project Engineering Services Agreement Amendment
10. Motion Approving Master Agreement for Professional Engineering Services for the Storm Lake Municipal Airport
11. Resolution No. 90-R-2015-2016 Approving Change Order Number 3 for the Storm Lake Fiber Project
12. Ordinance No. 01-O-2015-2016 Setting Sewer Rates For The City Of Storm Lake - 3rd Reading
13. Ordinance No. 02-O-2015-2016 Creating A Mayor's Advisory Committee For Parks, Trees, and Trails
14. Adjourn

Meeting Protocol

If you wish to speak today, please:

1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the Mayor identify yourself by stating your name and address.

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

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

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



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Staff Summary

1/18/2016

Agenda Item # A.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

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

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

REPORT TO: Honorable Mayor and City Council

FROM: 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 4, 2016 City Council Minutes
- Approve liquor license renewals for Little Vientiene and Plaza Mexico
- Approve new liquor license for Legacy Steakhouse (changing ownership)
- Appointment of Trevina Jefferson to the Storm Water Advisory Committee
- Approve a noise variance for the 2016 BVU Buenafication Day (see attached staff summary)
- Approve a noise variance for the 2016 BVU Winterfest Events (see staff summary)
- Approve noise variance for the 2016 Lorensen/Farrell Wedding in Awaysis Park (see attached staff summary)
- Approve easements with L & G Products, Inc. and William & Leigh Laven for a waterline

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$612,583.35
- King's Pointe Bills - \$159,743.69
- Sunrise Pointe Golf Course Bills - \$441.72

The City will receive the following revenues:

- Liquor license renewal - \$1,990.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
 List of Bills	List of Bills

📁	King's Pointe & Sunrise Pointe List of Bills	List of Bills
📁	Minutes - January 4, 2016	Minutes
📁	Liquor Report - Little Vientiene	Backup Material
📁	Liquor Report - Plaza Mexico	Backup Material
📁	Liquor Application - Legacy Steakhouse	Backup Material
📁	L & G Products Easement	Backup Material
📁	Laven Easement	Backup Material

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Checks for Approval Report

From: 01/05/16 To 01/18/16
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00552.01.2016 Aflac Pretax	519.62
AFLAC	PR Batch 00552.01.2016 Aflac After tax	99.12
AFLAC	PR Batch 00551.01.2016 Aflac Pretax	75.32
AFLAC	PR Batch 00551.01.2016 Aflac After tax	50.21
City of Storm Lake	PR Batch 00551.01.2016 Dental insurance employee c	1.13
City of Storm Lake	PR Batch 00551.01.2016 Dental employee/spouse	9.24
City of Storm Lake	PR Batch 00551.01.2016 Dental insurance family	34.23
City of Storm Lake	PR Batch 00551.01.2016 125 Flexible Benefits	161.66
City of Storm Lake	PR Batch 00551.01.2016 Flex- Child Care	62.50
City of Storm Lake	PR Batch 00551.01.2016 Health Insurance Family	597.20
City of Storm Lake	PR Batch 00551.01.2016 Health Insurance Single	24.00
City of Storm Lake	PR Batch 00552.01.2016 Dental employee/child	6.00
City of Storm Lake	PR Batch 00552.01.2016 Dental insurance employee c	19.76
City of Storm Lake	PR Batch 00552.01.2016 Dental employee/spouse	14.91
City of Storm Lake	PR Batch 00552.01.2016 Dental insurance family	85.69
City of Storm Lake	PR Batch 00552.01.2016 125 Flexible Benefits	629.12
City of Storm Lake	PR Batch 00552.01.2016 Flex- Child Care	161.54
City of Storm Lake	PR Batch 00552.01.2016 Health Insurance Family	1,764.16
City of Storm Lake	PR Batch 00552.01.2016 Health Insurance Single	420.85
Collection Services Center	PR Batch 00552.01.2016 Child Support Payments to I	222.00
Collection Services Center	PR Batch 00551.01.2016 Child Support Payments to I	325.00
Conseco Health Insurance Co	PR Batch 00552.01.2016 Cancer Pre Tax Insurance	41.04
EFTPS	PR Batch 00552.01.2016 Federal Income Tax	11,091.83
EFTPS	PR Batch 00552.01.2016 FICA Employee Portion	3,481.19
EFTPS	PR Batch 00552.01.2016 FICA Employer Portion	3,481.19
EFTPS	PR Batch 00552.01.2016 Medicare Employee Portion	1,451.17
EFTPS	PR Batch 00552.01.2016 Medicare Employer Portion	1,451.17
EFTPS	PR Batch 00551.01.2016 Federal Income Tax	4,833.09
EFTPS	PR Batch 00551.01.2016 FICA Employee Portion	2,835.27
EFTPS	PR Batch 00551.01.2016 FICA Employer Portion	2,835.27
EFTPS	PR Batch 00551.01.2016 Medicare Employee Portion	755.64
EFTPS	PR Batch 00551.01.2016 Medicare Employer Portion	755.64
GOMEZ JAVIER	Refund Check	25.85
GOMEZ JAVIER	Refund Check	54.72
GOMEZ JAVIER	Refund Check	18.42
GOMEZ JAVIER	Refund Check	1.82
GOMEZ JAVIER	Refund Check	8.67
HOWARD RAYMOND	Refund Check	28.22
HOWARD RAYMOND	Refund Check	54.98
HOWARD RAYMOND	Refund Check	20.11
HOWARD RAYMOND	Refund Check	1.98
HOWARD RAYMOND	Refund Check	9.46
ICMA Retirement Trust 457	PR Batch 00552.01.2016 ICMA	1,585.00
ICMA Retirement Trust 457	PR Batch 00551.01.2016 ICMA	575.00
ICMA Retirement Trust 457	PR Batch 00551.01.2016 ICMA City Paid	583.35
ICMA Retirement Trust 457	PR Batch 00551.01.2016 ICMA City paid for Police	436.17
Iowa Public Employees	PR Batch 00551.01.2016 IPERS	1,533.32
Iowa Public Employees	PR Batch 00551.01.2016 IPERS City Share	2,301.28
Iowa Public Employees	PR Batch 00552.01.2016 IPERS	3,484.05
Iowa Public Employees	PR Batch 00552.01.2016 IPERS City Share	5,228.92
ITT Hartford AMS RPVA	PR Batch 00552.01.2016 457 Hartford	225.00
ITT Hartford AMS RPVA	PR Batch 00551.01.2016 457 Hartford	100.00
Muni Fire/Police Retire	PR Batch 00551.01.2016 Muni Police/Fire Pension	544.93
Muni Fire/Police Retire	PR Batch 00551.01.2016 Muni Police/Fire Pension Ci	1,609.87
Muni Fire/Police Retire	PR Batch 00552.01.2016 Muni Police/Fire Pension	3,111.94
Muni Fire/Police Retire	PR Batch 00552.01.2016 Muni Police/Fire Pension Ci	9,193.50
RIVERA CECILIA	Refund Check	25.83

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RIVERA CECILIA	Refund Check	49.27
RIVERA CECILIA	Refund Check	18.40
RIVERA CECILIA	Refund Check	1.80
RIVERA CECILIA	Refund Check	8.67
SANTOS HEATHER	Refund Check	25.78
SANTOS HEATHER	Refund Check	49.45
SANTOS HEATHER	Refund Check	15.54
SANTOS HEATHER	Refund Check	1.82
SANTOS HEATHER	Refund Check	7.31
SORRELL STEVEN	Refund Check	25.99
SORRELL STEVEN	Refund Check	38.40
SORRELL STEVEN	Refund Check	7.02
SORRELL STEVEN	Refund Check	1.81
SORRELL STEVEN	Refund Check	3.30
Teamsters Local Union 554	PR Batch 00552.01.2016 Union Dues	191.50
Treasurer State Of Iowa	PR Batch 00552.01.2016 State Income Tax	4,108.04
Treasurer State Of Iowa	PR Batch 00551.01.2016 State Income Tax	3,215.92
WESSENDORF CAROLYN	Refund Check	17.15
WESSENDORF CAROLYN	Refund Check	32.47
WESSENDORF CAROLYN	Refund Check	9.64
WESSENDORF CAROLYN	Refund Check	1.20
WESSENDORF CAROLYN	Refund Check	4.54
XIONG YEE	Refund Check	20.34
XIONG YEE	Refund Check	29.60
XIONG YEE	Refund Check	5.75
XIONG YEE	Refund Check	1.43
XIONG YEE	Refund Check	2.70

UNAVAILABLE	Department Total =	76,952.99
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Police Department

Alliant Energy	Gas Service Nov/Dec 2016	405.91
Alta Body Shop	December 2015 Towing Services	1,350.00
Buena Vista Clerk of Court	Case SLSMSM046724	60.00
Buena Vista Clerk of Court	Case SLSMSM046299	60.00
Buena Vista Clerk of Court	Case SLSMSM046268	60.00
Buena Vista Regional Medical Center	ID Name Tag Card	5.00
Buena Vista Stationery & Print Inc	Labels	47.98
Buena Vista Stationery & Print Inc	Office Supplies	2.64
Buena Vista Stationery & Print Inc	Office Supplies	57.00
Buena Vista Stationery & Print Inc	Office Supplies	97.83
Buena Vista Stationery & Print Inc	Notary Stamp	34.50
Central Iowa Distributing, Inc	Cleaning Supplies	128.70
Custodian of Petty Cash	Postage	9.99
Custodian of Petty Cash	Postage	9.79
Custodian of Petty Cash	Postage	12.95
Edwards Storm Lake	Glow Plug Raplacement- E-Team Van	428.31
Edwards Storm Lake	Heater Repairs P-20	976.06
Electronic Engineering	Radio Repairs	143.15
Electronic Engineering	Radio Repairs	160.35
Electronic Engineering	Mics (5)	382.50
Evertex Inc	Phone Service- January 2016	344.36
Genesis Development	Janitorial Services- December 2015	600.00
Graham Tire	New Tire P-13	235.11
Havens & Havens	Legal Services- December 2015	525.00
Jack's Uniforms & Equipment	Raincover	7.00
Julius Dennis R.	Dry Cleaning	9.30
Julius Dennis R.	Uniform Alterations & Cleaning	25.30

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Julius Dennis R.	Uniform Alterations	5.00
Language Line Services, Inc	Interpretation Services	222.30
Mangold Environmental Testing	Shipping	14.34
Mangold Environmental Testing	Shipping	6.47
Mid States Organized Crime	2016 Annual Membership	150.00
Neuroth Kevin	Garbage Service December 2015	24.50
Rasmussen's	Wiper Repairs P-11	759.77
Rasmussen's	Brake Repairs P-11	497.58
Star Energy, LLC	Fuel December 2015	2,522.90
Vast Broadband	Phone Service January 2016	264.83
Villager The	Meeting Expense	59.85

Police Department

Department Total = 10,706.27

Fire Department

Alliant Energy	Gas Service Nov/Dec 2016	372.89
Arnold Motor Supply, LLP	Switch #75	13.77
Arnold Motor Supply, LLP	Blaster	71.88
Bomgaars Supply, Inc	Lights	17.87
Bomgaars Supply, Inc	Pin	2.99
Bomgaars Supply, Inc	Carpet Spray	32.98
Bomgaars Supply, Inc	Traps	5.98
Central Iowa Distributing, Inc	Cleaning Supplies	30.00
Central Iowa Distributing, Inc	Gloves	197.40
Evertex Inc	Phone Service- January 2016	51.25
Feld Equipment Company, Inc Ed M	Straps	127.00
Feld Equipment Company, Inc Ed M	Latch for Vent Fan	41.00
Julius Dennis R.	Laundry Services December 2015	90.92
L & G Products, Inc	Ice Melt	18.40
Neuroth Kevin	Garbage Service December 2015	54.25
Star Energy, LLC	Fuel December 2015	153.12
Storm Lake Ace Hardware Inc	Cord Reel	46.99
Vast Broadband	Phone Service January 2016	45.52
Zee Medical Inc	First Aid Supplies	35.05

Fire Department

Department Total = 1,409.26

Building Official

Buena Vista Stationery & Print Inc	Bus Cards	9.24
Evertex Inc	Phone Service- January 2016	27.50
Havens & Havens	Legal Services- December 2015	131.25
Havens & Havens	Legal Services- December 2015	697.85
Havens & Havens	Legal Services- December 2015	87.50
International Code Council	February 2016 Educational Conference- Olesen	552.00
Star Energy, LLC	Fuel December 2015	52.71
Vast Broadband	Phone Service January 2016	68.27

Building Official

Department Total = 1,626.32

Animal Care

A. A. Stepan	Board & Disp of Cats & Dogs	70.00
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Animal Care

Department Total = 70.00

Law Enforcement

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Jack's Uniforms & Equipment	Window Tint	183.89
Laser Labs	Supplies	118.00

Law Enforcement	Department Total =	301.89
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Roadway Maintenance

Alliant Energy	Gas Service Nov/Dec 2016	712.82
Arnold Motor Supply, LLP	Blade	17.98
Arnold Motor Supply, LLP	Light	1.09
Blacktop Service Company Inc	Pay Estimate #4 of Highway 7 Widening Project	290,188.12
Bomgaars Supply, Inc	Rain Supplies	129.98
Bomgaars Supply, Inc	Lights	33.83
Bomgaars Supply, Inc	Supplies & Jet Pump	276.74
Bomgaars Supply, Inc	Grinder	81.99
Bomgaars Supply, Inc	Supplies	8.45
Bomgaars Supply, Inc	Ladder	104.99
Buena Vista Stationery & Print Inc	Calendar	16.99
Central Iowa Distributing, Inc	Cleaning Supplies	87.95
Certified Testing Services, Inc	Testing Services	49.00
City of Storm Lake	Clutch Repairs #T-68	633.00
Evertex Inc	Phone Service- January 2016	13.75
Lundell Construction Co. Inc.	Limestone	213.10
MidAmerican Energy Company	X-Mas lights through 1/5/2016	498.88
Neuroth Kevin	Garbage Service December 2015	127.00
Star Energy, LLC	Fuel December 2015	2,888.48
Storm Lake Ace Hardware Inc	Filter	89.94
Storm Lake Ace Hardware Inc	Filter Returned	-69.98
Storm Lake Ace Hardware Inc	Pruning Set & Filter	54.89
Vast Broadband	Phone Service January 2016	56.06

Roadway Maintenance	Department Total =	296,215.05
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Snow Removal

Bomgaars Supply, Inc	Supplies	17.84
City of Storm Lake	PTO Shaft Repairs #62	3,194.17
City of Storm Lake	Cylinder Shaft Replacements #16	610.58
City of Storm Lake	Shar Sleeves #117	100.44
City of Storm Lake	Brine System Solenoid #12	201.98
City of Storm Lake	Sander Lense & Hyd Hoses #59	276.56

Snow Removal	Department Total =	4,401.57
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Airport

Bart's Flying Service	Airport Contract December 2016	4,963.75
Havens & Havens	Legal Services- December 2015	1,645.43

Airport	Department Total =	6,609.18
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Library

Alliant Energy	Gas Service Nov/Dec 2016	695.32
Baker & Taylor, Inc	Books	434.03
Baker & Taylor, Inc	Books	42.61
Baker & Taylor, Inc	Books	7.88
Genesis Development	Janitorial Services- December 2015	600.00
Neuroth Kevin	Garbage Service December 2015	38.25

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Vast Broadband	Phone Service January 2016	110.95
Library		Department Total = 1,929.04
Band		
Inquirehire	Background Checks	23.50
Band		Department Total = 23.50
Parks Department		
Alliant Energy	Gas Service Nov/Dec 2016	121.00
Arnold Motor Supply, LLP	Batteries & Antenna for Toolcat	104.99
Arnold Motor Supply, LLP	Air Filters for Jacobsen	61.37
Arnold Motor Supply, LLP	Light	135.99
Arnold Motor Supply, LLP	Hyd Filter & Oil	42.41
Bluegrass Playground Inc	Playground Equipment	708.00
Bomgaars Supply, Inc	Supplies	8.27
Evertex Inc	Phone Service- January 2016	13.75
Neuroth Kevin	Garbage Service December 2015	73.00
Star Energy, LLC	Fuel December 2015	415.67
Storm Lake Ace Hardware Inc	Supplies	2.49
Storm Lake Times The	December 2015 Seasonal Job Positions	25.49
Vast Broadband	Phone Service January 2016	35.14
Parks Department		Department Total = 1,747.57
Golf Course		
Bomgaars Supply, Inc	Supplies	10.99
Storm Lake Times The	December 2015 Seasonal Job Positions	25.48
Golf Course		Department Total = 36.47
Campgrounds		
Storm Lake Times The	December 2015 Seasonal Job Positions	25.48
Vast Broadband	Phone Service January 2016	102.00
Workamper	Seasonal Position Ads	112.50
Campgrounds		Department Total = 239.98
Community Ed		
Community Education Dept	2nd Quarter FY2016 Reimbursement	19,675.12
Community Ed		Department Total = 19,675.12
Shelter House		
Alliant Energy	Gas Service Nov/Dec 2016	159.53
Bomgaars Supply, Inc	Supplies	13.57
Shelter House		Department Total = 173.10
UNAVAILABLE		
Neuroth Kevin	Garbage Service December 2015	93.00

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Storm Lake Times The	December 2015 Publications	17.60
Storm Lake Times The	December 2015 Publications	37.60

UNAVAILABLE	Department Total =	148.20
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Economic Develop

Ahlers & Cooney, P.C.	Legal Fees- Hillshire Services	362.50
Everttek Inc	Phone Service- January 2016	23.75
Havens & Havens	Legal Services- December 2015	452.08
Vast Broadband	Phone Service January 2016	22.76

Economic Develop	Department Total =	861.09
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Housing Program

Buena Vista Co Recorder	Housing Rehab Recording Fees	14.00
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Housing Program	Department Total =	14.00
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City Hall Building

Alliant Energy	Gas Service Nov/Dec 2016	323.76
Bomgaars Supply, Inc	Light	1.49
Bomgaars Supply, Inc	Painting Supplies	40.21
Electrical Engineering & Equipment Co	Generator Repairs- less Tax	540.00
Electrical Engineering & Equipment Co	Generator Repairs- Less Tax	589.87
Everttek Inc	Phone Service- January 2016	15.91
Julius Dennis R.	Entrance Mat Cleaning	58.80
Neuroth Kevin	Garbage Service December 2015	28.50
Schumacher Elevator Company	Elevator Maintenance	189.01
Steve's Window Svc	Window Cleaning Service	37.00
Vast Broadband	Phone Service January 2016	80.91

City Hall Building	Department Total =	1,905.46
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Other Policy & Administration

Buena Vista Stationery & Print Inc	Name Plate	52.60
Buena Vista Stationery & Print Inc	Binder	13.98
Buena Vista Stationery & Print Inc	Clips	3.87
Buena Vista Stationery & Print Inc	Folders	23.98
Color-ize Inc	Business Cards	71.75
Genesis Development	Shredding Services- December 2015	31.50
Genesis Development	Janitorial Services- December 2015	200.00
King's Pointe Resort	Meeting Expense	160.41
Qualified Presort Service, LLC	City Tidbits	200.94
Storm Lake Times The	December 2015 Publications	76.45
Storm Lake Times The	December 2015 Publications	53.51
Storm Lake Times The	December 2015 Publications	42.80
Storm Lake Times The	December 2015 Publications	50.75
Storm Lake Times The	December 2015 Publications	24.80
Storm Lake Times The	December 2015 Publications	54.52

Other Policy & Administration	Department Total =	1,061.86
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Water Administration

Everttek Inc	Phone Service- January 2016	15.68
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Genesis Development	Janitorial Services- December 2015	200.00
Qualified Presort Service, LLC	Past Due Notices	77.75
Qualified Presort Service, LLC	Monthly Statements	401.56
Qualified Presort Service, LLC	ACH Statements	91.42
Qualified Presort Service, LLC	Final Bills	2.82
Vast Broadband	Phone Service January 2016	68.74

Water Administration

Department Total = 857.97

Water Plant

Alliant Energy	Gas Service Nov/Dec 2016	1,145.96
Bomgaars Supply, Inc	Brushes, Lock Cylinder	19.46
Bomgaars Supply, Inc	Adapters for Hypo Room	40.54
Bomgaars Supply, Inc	Supplies	55.77
Bomgaars Supply, Inc	Supplies	56.85
Bomgaars Supply, Inc	Lime	23.96
Bomgaars Supply, Inc	Conduit Covers	7.98
Bomgaars Supply, Inc	Gas Can	29.99
Bomgaars Supply, Inc	Torch, Fuel, Sprayer	57.96
Central Iowa Distributing, Inc	Cleaning Supplies	173.42
Chem-Sult Inc	Sodium Chlorite	3,635.78
Evertex Inc	Phone Service- January 2016	118.75
Fastenal Company	Safety Glasses & First Aid Kits	268.15
Foundation Analytical Laboratory Inc	Testing- Metals	60.00
Foundation Analytical Laboratory Inc	Testing- Chlorite	192.00
Foundation Analytical Laboratory Inc	Testing- Fluoride	15.00
Foundation Analytical Laboratory Inc	Testing- Nitrite	15.00
Foundation Analytical Laboratory Inc	Testing- Well #20 Line	125.00
Foundation Analytical Laboratory Inc	Testing- Coliforms	132.00
Hawkins, Inc	Hypo Tank Returned	-425.00
Hawkins, Inc	Hypo	4,317.35
Hawkins, Inc	Hypo	3,737.49
JNB Acquisition Corporation	Copier Maintenance Agreement	19.96
Lou's Gloves, Inc	Nitrile Gloves	86.00
McMaster-Carr Supply Co	Fiberglass Grating	1,004.84
Mike's Electronics Inc	Mixer Electrical Box	167.04
Mike's Electronics Inc	Lime Silo Transducer	1,937.89
Mississippi Lime Company	Lime	4,685.40
Mississippi Lime Company	Lime	4,803.20
Neuroth Kevin	Garbage Service December 2015	82.75
Occupational Medicine at Riverside UnityPoint Clinic	Drug Testing- Davis	37.00
OMG Midwest, Inc	Concrete	157.19
ProBuild	Plywood	31.43
Seiler Plumbing & Heating Inc	Water Heater Repair Parts	77.83
Seiler Plumbing & Heating Inc	1013 N Mich Service Leak	2,121.19
Star Energy, LLC	Fuel December 2015	132.73
Storm Lake Ace Hardware Inc	Hooks & Sprayer	19.48
Storm Lake Ace Hardware Inc	Stakes	7.12
Storm Lake Ace Hardware Inc	Basin 2 Chem Feed Line	32.50
Storm Lake Ace Hardware Inc	Hypo Room Electrical Move	35.58
Storm Lake Ace Hardware Inc	Basin 2 Deck Plates	15.99
Storm Lake Ace Hardware Inc	Eagle Sign Supplies	80.95
USA Blue Book	HSP Valves	858.58
Vast Broadband	Phone Service January 2016	163.27

Water Plant

Department Total = 30,361.33

Water Distribution

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Alliant Energy	Gas Service Nov/Dec 2016	348.98
Arnold Motor Supply, LLP	Plastic Weld & Silicone	21.17
Arnold Motor Supply, LLP	Tail Light	10.78
Bomgaars Supply, Inc	Antifreeze and Plug	27.93
Bomgaars Supply, Inc	Welding Helmet and Supplies	106.57
Bomgaars Supply, Inc	Supplies	32.47
Bomgaars Supply, Inc	Supplies Returned	-2.99
Comfort Suites Lake Geneva	Hotel while picking up Side Dump- Marshall	108.41
Comfort Suites Lake Geneva	Hotel while picking up Side Dump- Stewart	108.41
Evertex Inc	Phone Service- January 2016	47.50
Ferguson Enterprises Inc	Wrenches	55.31
Ferguson Enterprises Inc	Wrenches & Batteries	34.97
Havens & Havens	Legal Services- December 2015	64.17
Havens & Havens	Legal Services- December 2015	428.74
Marshall Kevin R	Side Dump Pick Up- Marshall- Salem, WI	32.00
Star Energy, LLC	Fuel December 2015	361.32
Stewart R Shane	Side Dump Pick Up- Stewart- Salem, WI	32.00
Storm Lake Ace Hardware Inc	Gloves & Traps	20.98
Vast Broadband	Phone Service January 2016	78.18

Water Distribution	Department Total =	1,916.90
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Water Meters

Bomgaars Supply, Inc	Padlock	23.99
Bomgaars Supply, Inc	Supplies	58.97
Evertex Inc	Phone Service- January 2016	23.75
Star Energy, LLC	Fuel December 2015	110.52

Water Meters	Department Total =	217.23
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Wastewater Administration

Evertex Inc	Phone Service- January 2016	15.91
Genesis Development	Janitorial Services- December 2015	200.00
Qualified Presort Service, LLC	Monthly Statements	401.55
Qualified Presort Service, LLC	Past Due Notices	77.76
Qualified Presort Service, LLC	Final Bills	2.83
Qualified Presort Service, LLC	ACH Statements	91.42
Vast Broadband	Phone Service January 2016	80.11

Wastewater Administration	Department Total =	869.58
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Wastewater Treatment Plant

Ahlers & Cooney, P.C.	Legal Fees- OSHA Claim	2,290.27
Alliant Energy	Gas Service Nov/Dec 2016	688.52
Bomgaars Supply, Inc	Supplies	12.99
Bomgaars Supply, Inc	Supplies	16.87
Bomgaars Supply, Inc	Supplies	52.68
Bomgaars Supply, Inc	Supplies	48.33
Buena Vista Stationery & Print Inc	Office Supplies	29.99
Evertex Inc	Phone Service- January 2016	118.75
Foundation Analytical Laboratory Inc	Testing	50.00
Foundation Analytical Laboratory Inc	Testing	138.00
Foundation Analytical Laboratory Inc	Testing	344.00
Foundation Analytical Laboratory Inc	Testing	1,347.00
Grainger Inc W.W.	Electric Heater	302.00

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

Checks for Approval Report

From: 01/05/16 To 01/18/16
User: tyler.gibbins

Grainger Inc W.W.	Air Filter	102.50
Hach Chemical Company	WIMs Users	532.00
Iowa Association of Municipal Utilities	Pump Workshop- VanderWoude	105.00
Iowa Association of Municipal Utilities	Pump Workshop- Ramos	105.00
Iowa Association of Municipal Utilities	Pump Workshop- Wahlberg	105.00
Logical Concepts Inc	2016 Annual Monitoring Services	276.00
Meador Justin	Pump Tubing	128.50
NCL of Wisconsin Inc	Lab Supplies	340.13
Neuroth Kevin	Garbage Service December 2015	67.00
Northwest Electric, LLC	Blower	5,380.94
Recycle Center Harold Rowley	Recycling Services	34.32
Reinert Michael P	Mower Repairs	241.00
Reinert Michael P	Services	75.00
Star Energy, LLC	Fuel December 2015	266.93
Unity Point Clinic	Physical Wahlberg	362.00
Unity Point Clinic	Physical Ramos	288.00
US Peroxide, LLC	Facility Maintenance Service	750.00

Wastewater Treatment Plant **Department Total =** 14,598.72

Wastewater Collection

Arnold Motor Supply, LLP	Filter & Filter Wrench	22.18
OMG Midwest, Inc	Manhole Repairs	188.63
Star Energy, LLC	Fuel December 2015	186.13

Wastewater Collection **Department Total =** 396.94

Landfill

Qualified Presort Service, LLC	Final Bills	2.82
Qualified Presort Service, LLC	Past Due Notices	77.76
Qualified Presort Service, LLC	ACH Statements	91.42
Qualified Presort Service, LLC	ACH Final Bills	0.57
Qualified Presort Service, LLC	Monthly Statements	401.55
Recycle Center Harold Rowley	3rd Quarter FY2016 Installment per Agreement	92,750.00

Landfill **Department Total =** 93,324.12

Storm Water Administration

Custodian of Petty Cash	Postage	4.34
Genesis Development	Janitorial Services- December 2015	200.00
Qualified Presort Service, LLC	Monthly Statements	401.55
Qualified Presort Service, LLC	Past Due Notices	77.76
Qualified Presort Service, LLC	Final Bills	2.82
Qualified Presort Service, LLC	ACH Statements	91.42

Storm Water Administration **Department Total =** 777.89

Storm Water Collection

Bolton & Menk, Inc	Services through 11/23/2015	8,258.50
Foundation Analytical Laboratory Inc	Testing	360.00

Storm Water Collection **Department Total =** 8,618.50

Street Cleaning

Star Energy, LLC	Fuel December 2015	79.99
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Street Cleaning	Department Total =	79.99
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Insurance

Auxiant - Claims Account	Jan 1, 2016 Claims	1,016.88
Auxiant - Claims Account	Claims 1/11/2016	3,417.02
Auxiant - Fixed Account	January 2016 Insurance Premium	18,247.79
Auxiant - Flex Account	1/6/2016 Flex Claims	54.43

Insurance	Department Total =	22,736.12
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Vehicle Maintenance

Arnold Motor Supply, LLP	Thermostat & Seal #85	6.40
Arnold Motor Supply, LLP	Brake Clean	74.16
Arnold Motor Supply, LLP	Mounting Bracket & Light	28.96
Arnold Motor Supply, LLP	Shop Supplies	180.77
Arnold Motor Supply, LLP	Window Washer Fluid	46.68
Arnold Motor Supply, LLP	Oil Dri	394.50
Arnold Motor Supply, LLP	Shop Supplies	25.86
Arnold Motor Supply, LLP	Hyd Filter	44.87
Arnold Motor Supply, LLP	Supplies	16.98
Arnold Motor Supply, LLP	Battery	121.45
Arnold Motor Supply, LLP	Plug & Turn Signal Light	16.08
Arnold Motor Supply, LLP	Electrical Supplies	53.48
Arnold Motor Supply, LLP	Beam	17.78
Arnold Motor Supply, LLP	Lights	18.01
Arnold Motor Supply, LLP	Battery	388.17
Arnold Motor Supply, LLP	Tape, Lens, & Belt	55.35
Arnold Motor Supply, LLP	Beam #60	17.78
Arnold Motor Supply, LLP	Air Filters	22.58
Arnold Motor Supply, LLP	Battery Core Return	-18.00
Deere Credit Inc	Driveshaft Replacement	2,303.33
Fastenal Company	Supplies	8.72
Fastenal Company	Supplies	11.03
Reinert Michael P	Steel	15.00
Reinert Michael P	Crome Rods & Cylinder Shafts	718.54
Reinert Michael P	Steel	75.50
Storm Lake Hydraulics Co Inc	Hyd Hose & Ends	121.79
Storm Lake Hydraulics Co Inc	Hyd Hose & Ends	82.70
Storm Lake Truck & Trailer	Oil Line to Fuel Pump reparis	1,304.72
Vermeer Sales & Service Inc	Sleeve, Clutch, & Supplies	622.00

Vehicle Maintenance	Department Total =	6,775.19
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Technology

Rebnord Technologies Inc	2 Factor Auth	375.00
Rebnord Technologies Inc	My AntiSpam	75.00
Rebnord Technologies Inc	IT Service Agreement	3,250.00
Rebnord Technologies Inc	IT Service Agreement- WQ Computers	150.00
Rebnord Technologies Inc	IT Service Agreement- WQ Network	200.00
Vast Broadband	Internet Service Jan 2016	894.95

Technology	Department Total =	4,944.95
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Grand Total =	612,583.35
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City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

From: 01/05/16 To 01/18/16
User: tyler.gibbins

King's Pointe Resort
Disbursements 12/30/2015 through 1/12/2015

Vendor Name	Description	Amount
Ace Hardware Inc. (2)	supplies	82.44
Ameripride Services (2)	supplies	1,237.12
Arnold Motor Supply	supplies	5.87
Booking.com	services	225.15
Buena Vista Stationery (3)	supplies	37.29
Burke Engineering Sales Co	services	534.00
City of Storm Lake (2)	water	44,050.16
Citadel Communications Co-KCAU (2)	advertising	1,749.00
Color-ize (2)	supplies	324.00
Copyworks	supplies	32.95
Copper Cottage	services	1,740.34
Counsel	supplies	327.23
Crescent Electric Supply Co.	supplies	176.52
Ecolab Center	supplies	69.87
Ed M. Feld Equipment Co. Inc.	supplies	127.50
Edward Don & Company	supplies	120.32
Expdia Inc	services	305.64
Ferguson Enterprises, Inc.	supplies	71.71
First National Bank (2)	credit card payments	1,870.90
Garbage Hauling Service	garbage service	479.08
Grainger	supplies	802.87
HD Supply Facilities	supplies	239.94
Hospitality Management Systems	services	573.75
Hy-Vee Food Store (2)	food	297.90
Kineth Hotel Corporation (3)	payroll, work comp	76,647.87
Lakeshore Canvas & Leather	supplies	534.00
Manogld Env Testing	services	120.00
Pepsi-Cola Bottling Co. (2)	beverages	1,297.10
Rent-All (3)	rental fees	440.00
Jayme Riedell	supplies	22.50
The Storm Lake Times	advertising	131.86
Sysco Guest Supply	supplies	867.11
Treasurer - State of Iowa	sales tax	11,000.00
United Parcel Services	services	81.17
US Foods (2)	food	12,681.55
Doll Distributing	beverages	102.30
Johnson Brothers/Iowa Wine & Bev	beverages	136.68
Storm Lake Rotary Club	supplies	200.00
Total		159,743.69

Sunrise Pointe Golf Course
Disbursements 11/25/2015 through 12/15/2015

Julius Cleaners	mat cleaning	4.80
Kineth Hotel Corporation (2)	payroll, management fee	436.92
Totals		441.72

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, JANUARY 4, 2016 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Dan Anderson, Bruce Carlson, Mike Porsch, Bruce Engelmann and Tyson Rice. Absent: None. Staff present: City Manager Jim Patrick, Asst. City Manager Keri Navratil, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Fire Chief Mike Jones, Public Works Director Jason Etnyre, Project Manager/Community Development Director Mike Wilson, Library Director Elizabeth Huff, Water Plant Superintendent Todd Allen, Wastewater Superintendent Ron Jacobsen, Finance Director Jane Smith, and Sue Vossberg City Clerk.

Mayor Kruse called the meeting to order at 5:00pm. Mayor Kruse welcomed the new Council Members Bruce Carlson and Tyson Rice. The new Council Members and re-elected Bruce Engelmann were sworn in earlier in the day.

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 December 21, 2015 council meeting, appointment of Phil Havens as City Attorney, Sue Vossberg as City Clerk, beer permit renewal for Ahuachapan Restaurant, new liquor license for Smokin Hereford, appointment of David Walker and Maria Ramos to the Planning and Zoning Commission, appointment of Jason Etnyre to the Landfill Commission, and appointment of Mayor Kruse and Councilman Porsch to the Lake Improvement Commission. Seconded by Council Member Porsch. Vote: All ayes with Council Member Anderson absent. Motion carried.

Mayor Pro-Tem – Moved by Council Member Rice to appoint Council Member Mike Porsch as Mayor Pro-Tem. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Porsch abstaining and Council Member Anderson absent. Motion carried.

North Central Storm Water Project – Moved by Council Member Engelmann to adopt Resolution No. 83-R-2015-2016 approving change order #2 to the contract with H & W Contracting for the North Central Storm Water Project. Change order #2 is an addition of \$15,360 to the contract. Total contract cost after change order #2 is \$2,693,095.80. Seconded by Council Member Porsch. Vote: All ayes with Council Member Anderson absent. Motion carried.

RESOLUTION NO. 83-R-2015-2016

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

To approve Change Order #2 an addition of \$15,360.00 to the contract with H &

W Contracting, LLC for the North Central Storm Water Project. Change order is for installation of 1,280 linear feet of 8" sub drain tile.

Total cost of change order #2 is an addition of \$15,360.00 to the project. Contract cost after change order #2 is \$2,693,095.80.

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

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Council Member Anderson arrived at 5:07pm.

Sidewalk Assessments – Moved by Council Member Porsch to adopt Resolution No. 84-R-2015-2016 certifying a special tax against 206 Seneca Street and 305 Oneida Street for sidewalk repairs. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

RESOLUTION NO. 84-R-2015-2016

A RESOLUTION PURSUANT TO SECTION 10-1-5 OF THE CITY CODE OF STORM LAKE, IOWA CERTIFYING A SPECIAL TAX AGAINST CERTAIN PROPERTIES WITHIN THE CITY LIMITS OF THE CITY OF STORM LAKE, IOWA FOR SIDEWALK REPAIR

WHEREAS, pursuant to Section 364.12(2)(c) of the Iowa Code and Section 10-1-7 of the City Code, owners of lots and lands have a duty to keep in repair all sidewalks in front of or abutting any property owned by them;

WHEREAS, pursuant to Section 10-1-8 of the City Code, in the spring of 2015, the City of Storm Lake gave notice to certain property owners of repairs required to sidewalks abutting the owners' properties as a part of the City's sidewalk inspection program;

WHEREAS, some property owners failed to repair the sidewalks for which they are responsible within the sixty day period allowed by Section 10-1-9 of the City Code and allowed by the terms of the notice given the owners by the City;

WHEREAS, pursuant to Section 10-1-10 of the City Code, the City Manager caused to be repaired the sidewalks of those property owners who failed to have repaired the sidewalks for which they are responsible;

WHEREAS, pursuant to Section 364.12 of the Code of Iowa and Sections 10-1-10, 10-1-3, 10-1-4, and 10-1-5 of the City Code, the City's cost of repairing such sidewalks may be assessed against the property owners who failed to have repaired the sidewalks for which they are responsible and against the real estate they own abutting those sidewalks;

WHEREAS, on November 7, 2015, and December 1, 2015, the City of Storm Lake gave notice of assessments by certified and ordinary mail to the property owners who failed to have repaired the sidewalks for which they are responsible;

WHEREAS, no property owner appealed the notice requiring the property owner to repair or replace sidewalk abutting the owner's property and no property owner appealed the notice of assessment in accordance with the provisions Section 10-1-11 of the City Code or the terms of the notice of assessment;

WHEREAS, each property owner identified below is one of the property owners failing to repair the sidewalk for which they were responsible and each real estate parcel described opposite the owner's name is a parcel abutting a sidewalk for which the owner was responsible and which the City caused to be repaired when the owner failed to repair the sidewalk;

WHEREAS, each such property owner as well as the real estate parcel described opposite the owner's name should be assessed the cost for such sidewalk repair, administrative costs associated therewith, and interest thereon as provided by Sections 10-1-10 and 10-1-5 of the City Code; and

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

1. Pursuant to Section 364.12 of the Code of Iowa and Sections 10-1-10, 10-1-3, 10-1-4, and 10-1-5 of the City Code of the City of Storm Lake, Iowa, each property owner whose name appears in the chart below and the real estate parcel described opposite the property owner's name are assessed a special tax shown opposite the property owner's name for the cost of the repair to the sidewalk abutting such property, the administrative cost associated therewith, and interest at the rate of 4% per annum on such tax and costs accruing from and after the date of this Resolution.

Name(s) of Property Owner(s)	Street Address of Assessed Property in Storm Lake, Iowa	Parcel Number of Assessed Property	Total Amount of Special Tax Assessed (including cost of sidewalk repair and \$30.00 administrative cost)
Hannah L. Stanley & Alex R. Severson	206 Seneca	1403407015	\$ 414.80 plus 4% per annum interest
Heather Sanchez & Anieca Sanchez	305 Oneida	1403426006	\$577.45 plus 4% per annum interest

2. Pursuant to Section 10-1-10 of the City Code, each of the property owners identified above may pay the assessment over a two-year period.

3. Pursuant to Section 10-1-5 of the City Code, the total amount of the Special Tax, including the cost of sidewalk repair, the administrative cost, and the interest thereon, shall be a lien against the parcel assessed until paid.

4. The above-described Special Taxes are hereby certified to the Auditor of Buena Vista County, Iowa for collection along with other City of Storm Lake, Iowa taxes.

Passed and approved this 4th day of January, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Downtown Façade Renovation – Moved by Council Member Porsch to adopt Resolution No. 85-R-2015-2016 approving change order #5 to the contract with Cornerstone Commercial Contractors, Inc. for the Downtown Façade Renovation Project a deduction of \$6,371.02 to the contract. Total contract cost after change order is \$567,782.98. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

RESOLUTION NO. 85-R-2015-2016

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

To approve Change Order No. 5 to the contract with Cornerstone Commercial Contractors, Inc. for the Downtown Façade Renovation Project by the following items:

1. 524 Lake Avenue – Substituted three exterior light fixtures for less expensive fixtures – deduction of \$13,151.
2. 524 Lake Avenue - Removing existing cement board siding at the first floor storefront and make repairs to the masonry, wood framing, and glazing - addition of \$5,212.98.
3. 519 Lake Avenue – Repaired and replaced a bowed column – addition of \$1,567

The total cost for Change Order No. 5 is a deduction of \$6,371.02 to the contract. Total contract cost after Change Order #5 is \$567,782.98.

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

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Sewer Rates – Moved by Council Member Anderson to pass on 2nd 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 Porsch. Vote: All ayes. Motion carried.

Adjourn – Moved by Council Member Porsch to adjourn the meeting at 5:13pm. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: JANUARY 14, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
LITTLE VIENTINE
805 FLINDT DR #1

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

	11-12-2012 to 10-28-2013	10-29-2013 to 1/12/2015
INCIDENTS		
Accident	1	1
Ambulance Assist	1	0
Animal Call	3	0
Business Security	4	2
City Code Enforcement	3	0
Disturbance/Noise/Party	0	2
Intoxicated Driver	0	1
Keys Locked in Car	1	0
PR/Talk/Presentation	1	3
Street Beat	1	2
Vehicle Stop	4	9

ARRESTS

Allow to Consume After Hours	0	1
Operating While Intoxicated	0	1

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: SUE VOSSBERG

FROM: MARK PROSSER

DATE: JANUARY 13, 2016

REFERENCE: LIQUOR LICENSE RENEWAL
PLAZA MEXICO
1502 N LAKE AVE

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

	01-14-2014 to 01-12-2015	01-13-2015 to 01-11-2016
INCIDENTS	none	none
ARRESTS	none	none

Recommendation: Approval of liquor license.

Applicant License Application ()

Name of Applicant: <u>My Three Sons of Storm Lake</u>		
Name of Business (DBA): <u>Legacy Steakhouse</u>		
Address of Premises: <u>721-723 Lake Avenue</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 732-9887</u>		
Mailing <u>721-723 Lake Avenue</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>Jenifer Sliefert</u>	
Phone: <u>(712) 299-3348</u>	Email <u>jsliefert@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 02/01/2016

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>513413</u>	Federal Employer ID <u>81-1018979</u>

Ownership

Jenifer Sliefert

First Name: <u>Jenifer</u>	Last Name: <u>Sliefert</u>	
City:	State: <u>Iowa</u>	Zip: <u>50588</u>
Position: <u>owner</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Trent Sliefert

First Name: <u>Trent</u>	Last Name: <u>Sliefert</u>	
City:	State: <u>Iowa</u>	Zip: <u>50588</u>
Position: <u>none</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>United Fire & Casualty Company</u>	
Policy Effective Date:	Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 201____, by and between L & G Products, Inc., an Iowa corporation, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT OF WAY

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

The South One Hundred Sixty-Five Feet (S. 165') of the West Twenty Feet (W. 20') of the following described real estate:

A part of Lot Three (3) of the Second Auditor's Subdivision of the West One-Half of the Southeast Quarter (W½SE¼) of Section Two (2), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., Storm Lake, Buena Vista County, Iowa, and formerly known as: Part of Lot One (1) of Auditor's Subdivision of the South Half of the Southeast Quarter (S½SE¼) of Section Two (2), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., which part is more particularly described as follows: Commencing at the Southeast (SE) Corner of Section 2, Township 90 North, Range 37 West of the 5th P.M.; thence West 1400 Feet, thence North 33 Feet, thence North 15°48' West 34.4 Feet to the point of beginning, the same being the intersection of the West right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company and the North right-of-way line of Federal Highway No. 71, thence North 88°59' West 450 Feet along the said North highway right-of-way line, thence North 589.1 Feet, thence East 283.3 Feet to the said West railway right-of-way line, thence South 15°48' East 620.5 Feet along the said West railway right-of-way line to the point of beginning, located in the SW¼SE¼ of Section 2, Township 90 North, Range 37 West of the 5th P.M. The South line of Section 2, Township 90 North, Range 37 West of the 5th P.M. is taken as due East and West; EXCEPT A TRACT OF LAND AS FOLLOWS: A part of Lot Three (3) of the Second Auditor's Subdivision of the West One-Half of the Southeast Quarter (W½SE¼) of Section Two (2), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Southeast (SE) Corner of said SE¼; thence on an assumed bearing of North 90°00'00" West, along the South line of said SE¼, 1539.87 Feet; thence North 00°54'23" East, 67.49 Feet to the North right of way line of Iowa Highway No. 7, said point being also the South line of said Lot 3 and the point of beginning; thence North 89°16'48" West, along the South line of said Lot 3, 320.89 Feet to the Southwest (SW) Corner of said Lot 3, thence North 00°32'47" West, along the West line of said Lot 3, 88.75 Feet, thence South 89°06'45" East, 93.50 Feet, thence South 00°49'52" West, 25.24 Feet, thence South 89°09'40" East, 229.61 Feet, thence South 00°54'23" West, 62.74 Feet to the point of beginning.

The real estate subject to the permanent easement is referred to below as the Permanent Easement Area.

SECTION II.

TEMPORARY WORK SPACE

For the same consideration, Grantor further grants to Grantee the right to use as a temporary work space for the construction and installation of said waterline the following described real estate in Buena Vista County, Iowa, to-wit:

The South One Hundred Sixty-Five Feet (S. 165') of the East Ten Feet (E. 10') of the West Thirty Feet (W. 30') of the following described real estate:

A part of Lot Three (3) of the Second Auditor's Subdivision of the West One-Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Two (2), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., Storm Lake, Buena Vista County, Iowa, and formerly known as: Part of Lot One (1) of Auditor's Subdivision of the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Two (2), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., which part is more particularly described as follows: Commencing at the Southeast (SE) Corner of Section 2, Township 90 North, Range 37 West of the 5th P.M.; thence West 1400 Feet, thence North 33 Feet, thence North 15°48' West 34.4 Feet to the point of beginning, the same being the intersection of the West right-of-way line of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company and the North right-of-way line of Federal Highway No. 71, thence North 88°59' West 450 Feet along the said North highway right-of-way line, thence North 589.1 Feet, thence East 283.3 Feet to the said West railway right-of-way line, thence South 15°48' East 620.5 Feet along the said West railway right-of-way line to the point of beginning, located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, Township 90 North, Range 37 West of the 5th P.M. The South line of Section 2, Township 90 North, Range 37 West of the 5th P.M. is taken as due East and West; EXCEPT A TRACT OF LAND AS FOLLOWS: A part of Lot Three (3) of the Second Auditor's Subdivision of the West One-Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Two (2), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Southeast (SE) Corner of said SE $\frac{1}{4}$; thence on an assumed bearing of North 90°00'00" West, along the South line of said SE $\frac{1}{4}$, 1539.87 Feet; thence North 00°54'23" East, 67.49 Feet to the North right of way line of Iowa Highway No. 7, said point being also the South line of said Lot 3 and the point of beginning; thence North 89°16'48" West, along the South line of said Lot 3, 320.89 Feet to the Southwest (SW) Corner of said Lot 3, thence North 00°32'47" West, along the West line of said Lot 3, 88.75 Feet, thence South 89°06'45" East, 93.50 Feet, thence South 00°49'52" West, 25.24 Feet, thence South 89°09'40" East, 229.61 Feet, thence South 00°54'23" West, 62.74 Feet to the point of beginning.

The real estate subject to the temporary easement is referred to below as the Temporary Easement Area. This temporary easement grant includes, but is not limited to the right of the Grantee, its successors and assigns, to use the Temporary Easement Area for the purpose of hauling, transporting and storing materials, supplies, machinery and equipment during the construction and installation of such waterline. This right shall terminate on the date that the

Grantee completes the construction and installation of the waterline and the restoration of the surface of the Permanent Easement Area and the Temporary Easement Area as required by this Easement Agreement.

SECTION III.

TERM

With the exception of the rights granted in Section II, above, the rights granted in this Easement Agreement shall be possessed and enjoyed by Grantee, its successors and assigns so long as the waterline constructed and installed pursuant hereto shall be maintained and operated by Grantee, its successors or assigns.

SECTION IV.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the rights of ingress and egress to and from the Permanent Easement Area and the Temporary Easement Area for any purpose necessary to the exercise by Grantee of the rights granted herein.

SECTION V.

RIGHTS OF GRANTOR

Grantor reserves the right to use and enjoy the Permanent Easement Area and Temporary Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. However, Grantor shall not have the right to locate any building or any surface installation on any part of the Permanent Easement Area or to fence the whole or any part thereof, and, until the termination of the temporary easement, Grantor shall not locate any new building or surface installation on any part of the Temporary Easement Area or fence the whole or any part thereof.

SECTION VI.

WATERLINE DEPTH; TREATMENT AND RESTORATION OF SURFACE

Grantee agrees to bury its waterline to a depth sufficient to avoid any interference with the normal uses which Grantor might make of Grantor's property. Grantee further agrees to remove the topsoil from the Permanent Easement Area separately from the other materials removed by Grantee in the construction of the waterline and to replace said topsoil in the Permanent Easement Area upon completion and installation of the waterline. Grantee shall leave the Permanent Easement Area free of any holes and piles of dirt and shall plant and grow grass in the Permanent Easement Area where grass was growing before the construction and installation of the waterline. After any work by or on behalf of Grantee on the Permanent Easement Area, Grantee shall restore the surface of the Permanent Easement Area as near to its condition immediately before the work as may be possible. Grantee shall restore the surface of the Temporary Easement Area as near to its condition immediately before the construction and installation of the waterline as possible.

SECTION VII.

WARRANTY OF TITLE

Grantor covenants that Grantor is the owner of Permanent Easement Area and the Temporary Easement Area and has the right, title and capacity to grant said premises.

SECTION VIII.

EFFECT OF AGREEMENT

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

By: _____
Jon F. Kruse, Mayor

By: Martin R. Peck
Martin R. Peck, President

ATTEST:

By: Marian Buckendahl
Marian Buckendahl, Secretary

Sue Vossberg, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the 29th day of December, 2015,
by Martin R. Peck and Marian Buckendahl, as President and Secretary, respectively, of L & G
Products, Inc.



Susan Vossberg
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 201____,
by Jon F. Kruse and Sue Vossberg, as Mayor and City Clerk, respectively, of the City of Storm
Lake, Iowa.

Notary Public in and for the State of Iowa

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

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

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 201____, by and between William J. Laven and Leigh M. Laven, husband and wife, together herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

RIGHT OF WAY

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

The West Twenty Feet (W. 20') of the following described real estate:

A part of Lot Three (3) of the Second Auditor's Subdivision of the West One-Half of the Southeast Quarter (W½SE¼) of Section Two (2), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Southeast (SE) Corner of said SE¼; thence on an assumed bearing of North 90°00'00" West, along the South line of said SE¼, 1539.87 Feet; thence North 00°54'23" East, 67.49 Feet to the North right of way line of Iowa Highway No. 7, said point being also the South line of said Lot 3 and the point of beginning; thence North 89°16'48" West, along the South line of said Lot 3, 320.89 Feet to the Southwest (SW) Corner of said Lot 3, thence North 00°32'47" West, along the West line of said Lot 3, 88.75 Feet, thence South 89°06'45" East, 93.50 Feet, thence South 00°49'52" West, 25.24 Feet, thence South 89°09'40" East, 229.61 Feet, thence South 00°54'23" West, 62.74 Feet to the point of beginning. Tract contains 0.52 acres and is subject to all easements of record.

The real estate subject to the permanent easement is referred to below as the Permanent Easement Area.

SECTION II.

TEMPORARY WORK SPACE

For the same consideration, Grantor further grants to Grantee the right to use as a temporary work space for the construction and installation of said waterline the following described real estate in Buena Vista County, Iowa, to-wit:

The East Ten Feet (E. 10') of the West Thirty Feet (W. 30') of the following described real estate:

A part of Lot Three (3) of the Second Auditor's Subdivision of the West One-Half of the Southeast Quarter (W½SE¼) of Section Two (2), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Southeast (SE) Corner of said SE¼; thence on an assumed bearing of North 90°00'00" West, along the South line of said SE¼, 1539.87 Feet; thence North 00°54'23" East, 67.49 Feet to the North right of way line of Iowa Highway No. 7, said point being also the South line of said Lot 3 and the point of beginning; thence North 89°16'48" West, along the South line of said Lot 3, 320.89 Feet to the Southwest (SW) Corner of said Lot 3, thence North 00°32'47" West, along the West line of said Lot 3, 88.75 Feet, thence South 89°06'45" East, 93.50 Feet, thence South 00°49'52" West, 25.24 Feet, thence South 89°09'40" East, 229.61 Feet, thence South 00°54'23" West, 62.74 Feet to the point of beginning. Tract contains 0.52 acres and is subject to all easements of record.

The real estate subject to the temporary easement is referred to below as the Temporary Easement Area. This temporary easement grant includes, but is not limited to the right of the Grantee, its successors and assigns, to use the Temporary Easement Area for the purpose of hauling, transporting and storing materials, supplies, machinery and equipment during the construction and installation of such waterline. This right shall terminate on the date that the Grantee completes the construction and installation of the waterline and the restoration of the surface of the Permanent Easement Area and the Temporary Easement Area as required by this Easement Agreement.

SECTION III.

TERM

With the exception of the rights granted in Section II, above, the rights granted in this Easement Agreement shall be possessed and enjoyed by Grantee, its successors and assigns so long as the waterline constructed and installed pursuant hereto shall be maintained and operated by Grantee, its successors or assigns.

SECTION IV.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the rights of ingress and egress to and from the Permanent Easement Area and the Temporary Easement Area for any purpose necessary to the exercise by Grantee of the rights granted herein.

SECTION V.

RIGHTS OF GRANTOR

Grantor reserves the right to use and enjoy the Permanent Easement Area and Temporary Easement Area to the fullest possible extent without unreasonable interference with the exercise

by Grantee of the rights granted herein. However, Grantor shall not have the right to locate any building or any surface installation on any part of the Permanent Easement Area or to fence the whole or any part thereof, and, until the termination of the temporary easement, Grantor shall not locate any new building or surface installation on any part of the Temporary Easement Area or fence the whole or any part thereof.

SECTION VI.

WATERLINE DEPTH; TREATMENT AND RESTORATION OF SURFACE

Grantee agrees to bury its waterline to a depth sufficient to avoid any interference with the normal uses which Grantor might make of Grantor's property. Grantee further agrees to remove the topsoil from the Permanent Easement Area separately from the other materials removed by Grantee in the construction of the waterline and to replace said topsoil in the Permanent Easement Area upon completion and installation of the waterline. Grantee shall leave the Permanent Easement Area free of any holes and piles of dirt and shall plant and grow grass in the Permanent Easement Area where grass was growing before the construction and installation of the waterline. After any work by or on behalf of Grantee on the Permanent Easement Area, Grantee shall restore the surface of the Permanent Easement Area as near to its condition immediately before the work as may be possible. Grantee shall restore the surface of the Temporary Easement Area as near to its condition immediately before the construction and installation of the waterline as possible.

SECTION VII.

WARRANTY OF TITLE

Grantor covenants that Grantor is the owner of Permanent Easement Area and the Temporary Easement Area and has the right, title and capacity to grant said premises.

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

GRANTEE:

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

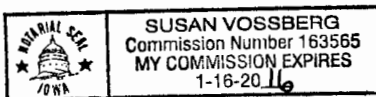
GRANTOR:

William J. Laven
William J. Laven

Leigh M. Laven
Leigh M. Laven

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the 14th day of January, 2016,
by William J. Laven and Leigh M. Laven, husband and wife.



Susan Vossberg
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____,
201____, by Jon F. Kruse and Sue Vossberg, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

Staff Summary

1/18/2016

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: Mark Prosser, Public Safety Director

SUBJECT: Motion Authorizing a Noise Variance for the 2016 BVU Winterfest Events

BACKGROUND: Attached is a park event registration form submitted by Trevor Berneking of BVU requesting a Noise Variance for the 2016 BVU Winterfest scheduled for Saturday, February 20, 2016 between the hours of 11:00am and 5:00pm in Scout Park.

The request reflects outdoor amplified music and entertainment. It is consistent with previous years.

I will issue the Variance upon receipt of a consensus in the affirmative by the city council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
□ permit	Backup Material

City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588
712-732-8000
cityclerk@stormlake.org
www.stormlake.org

City of Storm Lake Park Event / Rental Registration Application

Please complete this form for all events requested to be held within the Storm Lake Park System

Name of Requesting Party: Trevor Berneking - Director of Recreation Services at BVM Phone #: 218-370-1906
Mailing Address: 610 W. 4th St. Email: bernekingt@bvm.edu
City: Storm Lake State: IA Zip: 50588
Cell Phone: 218-370-1906
2nd Contact: Adam Wallander Position/Relationship: RHD at BVM
Email: wallandera@bvm.edu Cell Phone: 513-708-9083

Requested Park: Scout Park Event Date: Sat Feb 20
Event Type: Winterfest at BVM Event Start Time: 11 am
Event End Time: 5 pm

Please answer the following questions regarding your proposed events:

Will there be amplified noise such as music, spoken word through a microphone or karaoke? (Use of amplified noise will require a noise variance)

Yes

Will you have horses involved in the event? (All animal feces must be managed and removed from public property)

NO

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian 712-749-2555; please provide a copy of this permit to the City. You may be required to have a collector license.

NO

☐ Check this box if you will be charging admission to this event.

Will you be using an open shelter, the band shell, or the Chautauqua Park Shelter House? (These facilities are available for rent and have a rental fee associated with them - please fill out the rental agreement in addition to this document.)

NO

Will you be erecting a tent? If YES attach a map of the park showing the location of the tent, size, and staking layout.

NO

How many people will be attending the event? Provide your best estimate on attendance.

75

Do you have electrical needs?

NO

Identify:

Will there be alcohol at the event?

NO

Will alcohol be sold at the event?

NO

Do you have a liquor license?

NO

Will you have inflatables at the event? If yes you will be required to provide liability insurance to the City.

NO

Are you requesting Street closures?

NO

Which Streets?

Starting Time:

Ending Time:

Will there be fireworks involved with this event? If Yes please contact the Fire Chief at 712-732-8010.

NO

Are you requesting security services provided by Storm Lake Public Safety? SLPS may require security services.

NO

Signature Field

Tim Berneking

Date:

12-18-15



**Public Safety
Police & Fire
PERMIT**

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

Event: 2016 BVU Winterfest

Issued To:

Name: Trevor Berneking

Organization: BVU - Director of Recreation

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

Phone: 218-370-1906

Date(s) of Event: Saturday, 2-20-2016

Time(s) of Event: 11:00am until 5:00pm

Expiration of Permit: 2-21-2016

Location / Area
of Use:

Scout Park

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Please Print

Date: 1-19-2016

Signature:

Title: Public Safety Director

Staff Summary

1/18/2016

Agenda Item # C.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: Motion Authorizing a Noise Variance for the 2016 BVU Buenafication Day

BACKGROUND: Attached is a letter from Dr. Ashley Farmer-Hansen of BVU requesting a Noise Variance for the 2016 Buenafication Day scheduled for Thursday, April 28, 2016 between the hours of 8:30am and 7:00pm in the Central Campus Commons area and the BVU Football Stadium.

The Variance is requested for outdoor, amplified entertainment.

The request is consistent with previous years.

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

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
Permit	Permit

BUENA VISTA UNIVERSITY

January 5, 2016

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

Dear Mr. Prosser:

Buena Vista University is preparing for Buenafication Day, Thursday, April 28. In order to make this year's event a success, we are requesting the assistance of the city. The following is an overview of what we are requesting a noise variance for 8:30am- 7:00pm- A DJ to be playing music on central campus and in the stadium.

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

Sincerely,



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



**Public Safety
Police & Fire
PERMIT**

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

Event: 2016 BVU Buenafiction Day

Issued To:

Name: Dr. Ashley Farmer-Hansen

Organization: BVU

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

Phone: 712-749-2443

Date(s) of Event: Thursday, 4-28-2016

Time(s) of Event: 8:30am until 7:00pm

Expiration of Permit: 4-29-2016

Location / Area
of Use:

BVU Central Commons & Football Stadium

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Please Print

Date: 1-19-2016

Signature:

Title: Public Safety Director

Staff Summary

1/18/2016

Agenda Item # D.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

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

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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: Motion Authorizing a Noise Variance for the 2016 Lorensen/Farrell Wedding in Awaysis Park

BACKGROUND: Attached is a park registration submitted for Awaysis Park (Great Lawn) reflecting the need for a Noise Variance for the Lorenzen/Farrell Wedding scheduled for Saturday, October 1, 2016 between the hours of 11:00am and 5:00pm for outdoor, amplified entertainment.

The request is consistent with other outdoor wedding events.

I will issue the Variance upon receipt of a consensus in the affirmative by the city council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
☐ Permit	Permit

City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588
712-732-8000
cityclerk@stormlake.org
www.stormlake.org

City of Storm Lake Park Event / Rental Registration Application

Please complete this form for all events requested to be held within the Storm Lake Park System

Name of Requesting Party: Tonya Lorenzen / Tyler Farrell Phone #: 712 291 0743 ← Tyler Farrell
Mailing Address: 3509 Broken Kettle Email:
City: Sioux City State: Iowa Zip: 51104
Cell Phone: 712 212 5872
2nd Contact: Tonya Lorenzen Position/Relationship: fiance
Email: tnl Farrell @ gmail . com Cell Phone: 712 212 5872

Requested Park: Great Lawn

Event Date: Oct 1, 2016

Event Type: wedding

Event Start Time: 11:00 AM

Please answer the following questions regarding your proposed events:

Event End Time: 5:00 pm

Will there be amplified noise such as music, spoken word through a microphone or karaoke? (Use of amplified noise will require a noise variance)

YES

Will you have horses involved in the event? (All animal feces must be managed and removed from public property)

NO

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian 712-749-2555, please provide a copy of this permit to the City. You may be required to have a solicitor license.

NO

☐ Check this box if you will be charging admission to this event.

Will you be using an open shelter, the band shell, or the Chautauqua Park Shelter House? (These facilities are available for rent and have a rental fee associated with them - please fill out the rental agreement in addition to this document.)

NO

Will you be erecting a tent? If YES attach a map of the park showing the location of the tent, size, and staking layout.

Only if rains

How many people will be attending the event? Provide your best estimate on attendance.

300

Do you have electrical needs?

yes

Identify:

possibly music

Will there be alcohol at the event?

NO

Will alcohol be sold at the event?

NO

Do you have a liquor license?

NO

Will you have Inflatables at the event? If yes you will be required to provide liability insurance to the City.

NO

Are you requesting Street closures?

NO

Which Streets?

Starting Time:

Ending Time:

Will there be fireworks involved with this event? If Yes please contact the Fire Chief at 712-732-8010.

Are you requesting security services provided by Storm Lake Public Safety? SLPS may require security services.

Signature Field

Tonya Lorenzen

Date:

10-25-16



Print Form

Great Lawn & Bandshell Reservation Form
City of Storm Lake
City Hall, 620 Erie Street
712-732-8000
712-732-4114 (f)
cityhall@stormlake.org

Name:

Tanya Lorenzen / Tyler Farrell

Address

3509 Broken Kettle Rd.

Phone Number:

712 251 0743

City:

Sioux City, -

Cell Phone:

712 212 5872

State:

Iowa

Zip:

51104

E-mail Address:

tnt-farrell@ymail.com
cableone.net

☒ Great Lawn Area

Rental Date:

Oct 1, 2016

\$200.00 Rental
(per slot)

Plus \$150.00 Deposit

☐ Band Shell

Rental Date:

\$25.00 Rental
(per slot)

Plus \$50.00 Deposit

By signing this rental agreement form you agree to the terms and rules of this rental agreement. You hereby agree that you will only have exclusive right to the an area of the Great Lawn or Band Shell for the rental period. You agree to have the Great Lawn or Band Shell clean and ready for the next person to use at the end of the rental period. You agree not to attach anything to the Great Lawn or Band Shell structure by any means other than masking tape and to remove all items by the end of your rental period. You agree that you will not drive on or over any sidewalk, trail, or grass within the parks and to limit vehicles to the authorized parking areas of the park. You also agree to pick up all trash in and around the Great Lawn and/or Band Shell and to dispose of the garbage in a proper garbage facility provided within the park. If at the time you arrive there are persons utilizing the Great Lawn area or Band Shell please kindly ask them to move to another location. If they refuse to leave or the rental facility is not clean you may contact the Buena Vista County Communications Center at 712-749-2525 for assistance - please provide them with your name and the rental facility you are renting. Signs indicating your rental will be posted at the facility the day of the rental. You agree to pay for any damages or clean up expenses that occur as a result of your rental including those that might exceed your damage deposit.

You agree that all tents, stakes, or any other items that are driven or placed into the ground of the Great Lawn shall be done by the Storm Lake Parks Department or will have prior written approval of the Storm Lake Parks Departments.

You agree and understand that once the facility is rented there is no refund for cancellation.

Renter

Signature:

Tanya Lorenzen

Date:

10-25-15

This Section - City of Storm Lake Use Only

Payment Rec'd Date:

1-4-16

Rental Taken By:

mm

Payment Method

Deposit ☒ Payment Method

☐ Cash

Receipt #:

☐ Cash

☒ Check

Check #:

109-1050

☒ Check

Check #:

☐ Credit Card

Card Type:

☐ Returned

Date:

Administrative Checklist

☒ Put on Rental Calendar

☐ Put on Web Calendar

☐ Parks Dept. Notified



**Public Safety
Police & Fire
PERMIT**

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

Event: Lorenzon - Farrell Wedding

Issued To:

Name: Tyler Farrell

Organization:

Address: 3509 Broken Kettle, Sioux City, Iowa 51104

Phone: 712-251-0743

Date(s) of Event: Saturday, 10-1-2016

Time(s) of Event: 11:00am until 5:00pm

Expiration of Permit: 10-2-2016

Location / Area
of Use:

Awaysis Park - Great Lawn (Wedding)

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Date: 1-19-2016

Please Print

Signature:

Title: Public Safety Director

Staff Summary

1/18/2016

Agenda Item # E.



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	\$612,583.35	\$124,838.32	\$67,249.86	54	\$3,648.93	3	\$53,939.53	43
King's Pointe	\$159,743.69	\$72,073.32	\$48,821.73	68			\$23,251.59	32

Golf Course	\$441.72	\$4.80	\$4.80	100		\$	

RECOMMENDATION: Review Buy Local Information

Staff Summary

1/18/2016

Agenda Item # 3.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Iowa Lakes Corridor Presentation

BACKGROUND: Iowa Lakes Corridor would like to make a presentation to Council for the purpose of requesting Council consideration of increased funding to the Iowa Lakes Corridor.

Presenters will be Mr. Kiley Miller, Executive Director, Dr. Fred Moore, Board member and president of BVU, and Mr. Dick Drahota, Board member.

FISCAL IMPACT: No fiscal impact to hear the presentation

RECOMMENDATION: Council hear the presentation.

Staff Summary

1/18/2016

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: Jane Smith, Finance Director

SUBJECT: 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.

BACKGROUND: This agenda item will hold a public hearing for the not to exceed \$1,500,000 General Obligation Refunding Capital Loan Notes as required by the State of Iowa Code. The purpose of these bonds is to pay the costs of refunding the outstanding general obligation indebtedness of the City. This will refinance the remaining balance of the \$2,945,000 General Obligation Urban Renewal Bond dated 6/1/07, in which \$1,500,000 was previously refinanced in 2015. The original 2007 bond was used to finance portions of the City's Awaysis project.

The principal repayment schedule of this bond will remain similar to the 2007 bond, but the interest rate will be lower. Our financial advisor projects that we will save approximately \$233,000 in interest payments by refinancing these bonds at this time.

Per the State of Iowa Code, the City of Storm Lake has published proper notice of this public hearing.

FISCAL IMPACT: The fiscal impact specific to this agenda item is the cost of the publication of the notice of hearing, \$11.40.

RECOMMENDATION: Open Public Hearing
Accept Comments from the Public
Close the Public Hearing

Staff Summary

1/18/2016

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: Jane Smith, Finance Director

SUBJECT: 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.

BACKGROUND: This General Obligation Refunding Capital Loan Note will be issued for the purpose of refinancing the remaining balance of the \$2,945,000 General Obligation Urban Renewal Bond dated 6/1/2007, in which \$1,500,000 was previously refinanced in 2015. The 2007 bond was originally issued to finance a portion of the City's Awaysis project.

This resolution serves as a declaration of the City's official intent to reimburse with the proceeds of the Bonds, all or a portion of original expenditures incurred in connection with the above purpose.

FISCAL IMPACT: There is no fiscal impact for this resolution.

RECOMMENDATION: Adopt Resolution No. 86-R-2015-2016

ATTACHMENTS:

Description	Type
□ Resolution No. 86-R-2015-2016	Resolution

RESOLUTION NO. 86-R-2015-2016

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$1,500,000 GENERAL OBLIGATION REFUNDING
CAPITAL LOAN NOTES**

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$1,500,000 General Obligation Refunding Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of refunding outstanding indebtedness of the City, including to currently refund Taxable General Obligation Urban Renewal Bonds, Series 2007, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the City and residents thereof.

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

That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$1,500,000 General Obligation Refunding Capital Loan Notes, for the foregoing essential corporate purposes.

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

Mike Porsch, Mayor Pro-Tem

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

1/18/2016

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: Jane Smith, Finance Director

SUBJECT: Resolution No. 87-R-2015-2016 Approving Electronic Bidding Procedures And Official Statement

BACKGROUND: The attached Resolution approves two steps in the process for the issuance of \$1,500,000 General Obligation Refunding Capital Loan Notes.

1. Approves the City's Official Statement in the form presented and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission.
2. Approves the use of Electronic Bidding Procedures which the City has used with good success in the past. The use of electronic bidding procedures does not preclude potential bidders from bidding in any other appropriate manner. The electronic bid process is secure and is a generally accepted form of bidding.

FISCAL IMPACT: All costs associated with this resolution are included in the cost of fees for services rendered by the Financial Consultant, Piper Jaffray.

RECOMMENDATION: Adopt Resolution No. 87-R-2015-2016

ATTACHMENTS:

Description	Type
❑ Official Statement	Backup Material
❑ Resolution No. 87-R-2015-2016	Resolution

City of Storm Lake, Iowa
\$1,500,000*
Taxable General Obligation Refunding
Capital Loan Notes, Series 2016

(FAST Closing)
(Book Entry Only)
(PARITY© Bidding Available)

DATE: Monday, April 4, 2016
TIME: 1:00 PM
PLACE: Office of the Finance Director
620 Erie Street
Storm Lake, IA 50588
Telephone: (712)732-8000
Fax: (712)732-4114

Moody's Rating: " _ "

* Preliminary, subject to change

PiperJaffray®

3900 Ingersoll Ave., Suite 110
Des Moines, IA 50312
515/247-2355

OFFICIAL BID FORM

TO: City Council of Storm Lake, Iowa (the "Issuer")

Re: \$1,500,000* Taxable General Obligation Refunding Capital Loan Notes, dated the date of delivery, of the Issuer (the "Notes")

For all or none of the above Notes, in accordance with the terms of offering, we will pay you \$ _____ for Notes bearing interest rates and maturing on June 1 in each of the stated years as follows:

<u>Coupon</u>	<u>Yield</u>	<u>Due June 1st</u>
_____	_____	2017
_____	_____	2018
_____	_____	2019
_____	_____	2020
_____	_____	2021
_____	_____	2022
_____	_____	2023
_____	_____	2024
_____	_____	2025
_____	_____	2026
_____	_____	2027

_____ We hereby elect to have the following issued as term Notes:

<u>Principal Amount</u>	<u>Month and Year (Inclusive)</u>	<u>Maturity Month and Year</u>
\$ _____	_____ to _____	_____
\$ _____	_____ to _____	_____
\$ _____	_____ to _____	_____
\$ _____	_____ to _____	_____
\$ _____	_____ to _____	_____
\$ _____	_____ to _____	_____

Subject to mandatory redemption requirement in the amounts and at the times shown above

_____ We will not elect to have any Notes issued as term Notes

This bid is for prompt acceptance and for delivery of said Notes to use in compliance with the Official Terms of Offering, which is made a part of this proposal, by reference. Award will be made on a True Interest Cost Basis (TIC).

The Issuer will covenant and agree, for the benefit of the registered holders or beneficial owners from time to time of the outstanding Notes, in the Note Resolution, to provide annual reports of specified information and notice of the occurrence of certain events, if material, as hereinafter described (the "Undertaking"). The information to be provided on an annual basis, the events as to which notice is to be given, if material, and a summary of other provisions of the Undertaking, including termination, amendment and remedies, are set forth in Appendix C to this Official Statement.

According to our computations (the correct computation being controlling in the award), we compute the following (to the dated date):

NET INTEREST COST: \$ _____ TRUE INTEREST RATE _____ %
(Computed from the dated date)

Account Manager

Signature of Account Manager

The foregoing offer is hereby accepted by and on behalf of the City Council of Storm Lake, State of Iowa, this 4th day of April 2016.

ATTEST:

City Clerk

Mayor

* Preliminary, subject to change

OFFICIAL TERMS OF OFFERING

This section sets forth the description of certain terms of the Notes as well as the terms of offering with which all bidders and bid proposals are required to comply, as follows:

The Notes. The Notes to be offered are the following:

TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2016 in the principal amount of \$1,500,000* dated the date of delivery in the denomination of \$5,000 or multiples thereof, and maturing as shown on the front page of the Official Statement

*Adjustment to Principal Amount After Determination of Best Bid Each scheduled maturity of the Notes are subject to increase or decrease. Such adjustments shall be made promptly after the sale and prior to the award of bids by the issuer and shall be in the sole discretion of the Issuer. To cooperate with any adjustment in the principal amounts, the Successful Bidder is required, as a part of its bid, to indicate its Initial Reoffering yield and Initial Reoffering price on each maturity of the Notes (said price shall be calculated to the date as indicated by the Issuer).

The dollar amount bid by the Successful Bidder may be changed if the aggregate principal amount of the Notes, as adjusted as described below, is adjusted, however the interest rates specified by the Successful Bidder for all maturities will not change. The Issuer's financial advisor will make every effort to ensure that the percentage net compensation to the Successful Bidder (the percentage resulting from dividing (i) the aggregate difference between the offering price of the Notes to the public and the price to be paid to the Issuer (not including accrued interest), less any bond insurance premium and credit rating fee, if any, to be paid by the Successful Bidder, by (ii) the principal amount of the Notes) does not increase or decrease from what it would have been if no adjustment was made to principal amounts shown in the maturity schedule.

The Successful Bidder may not withdraw or modify its bid once submitted to the Issuer for any reason, including post bond adjustment. Any adjustment shall be conclusive, and shall be binding upon the Successful Bidder.

Bidders Option to Term Serial Maturities: Bidders will have the option to combine stated serial maturities into term maturities. If the bidders choose this option, the original stated maturity schedule must be retained as a mandatory redemption requirement for those maturities termed.

Optional Redemption: The Notes maturing in the years 2022-2027, may be called for redemption by the Issuer and paid before maturity beginning June 1, 2021 or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Interest: Interest on said Notes will be payable on December 1, 2016 and semiannually on the 1st day of June and December thereafter. Interest shall be payable by check or draft of the Paying Agent mailed to the persons who were registered owners thereof as of the fifteenth day of the month immediately preceding the Interest Payment Date, to the addresses appearing on the registration books maintained by the Paying Agent or to such other address as is furnished to the Paying Agent in writing by a registered owner.

Book Entry System: The Notes will be issued by means of a book entry system with no physical distribution of certificates made to the public. The Notes will be issued in fully registered form and one certificate, representing the aggregate principal amount of the Notes maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Notes. Individual purchases of the Notes may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Issuer to DTC or its nominee as registered owner of the Notes. Transfer of principal and interest payments to participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The successful bidder, as a condition of delivery of the Notes, will be required to deposit the certificates with DTC.

Good Faith Deposit: A Good Faith Deposit ("Deposit") in the form of a certified or cashier's check or a wire in the amount of \$13,500 for the Notes, payable to the order of the Issuer, is required for each bid to be considered. If a check is used, it must accompany each bid. If a wire is to be used, it must be received by the Issuer not later than two hours after the time stated for receipt of bids. The Financial Advisor or the Issuer will provide the apparent winning bidder (the "Purchaser") with wiring instructions, by facsimile and email, within 10 minutes of the stated time when bids are due. If the wire is not received at the time indicated above, the Issuer will abandon its plan to award to the Purchaser ("Purchaser"), and will contact the next highest bidder received and offer said bidder the opportunity to become the Purchaser, on the terms as outlined in said bidder's bid, so long as said bidder submits a good faith wire within two hours of the time offered. The Issuer will not award the Notes to the Purchaser absent receipt of the Deposit prior to action awarding the Notes. No interest on the Deposit will accrue to the Purchaser. The Deposit will be applied to the purchase price of the Notes. In the event the Purchaser fails to honor its bid, the Deposit will be retained by the Issuer.

Form of Bids: All bids shall be unconditional for the entire issue of Notes for a price of not less than 98.5% of par, plus accrued interest, and shall specify the rate or rates of interest in conformity to the limitations set forth herein. Bids must be submitted on or in substantial compliance with the Official Bid Form provided by the Issuer or through the Internet Bid System. The Issuer shall not be responsible for any malfunction or mistake made by any person, or as a result of the use of the electronic bid, facsimile facilities or the means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received.

No bid will be received after the time specified on the front cover of the Preliminary Official Statement. The time as maintained by the Internet Bid System shall constitute the official time with respect to all Bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder, the last bid received shall be considered.

Sealed Bidding: Sealed bids may be submitted and will be received at the office of the Finance Director, 620 Erie St., Storm Lake, IA 50588.

Internet Bidding: Internet bids must be submitted through Parity® ("the Internet Bid System"). Information about the Internet Bid System may be obtained by calling 212-849-5000.

Each bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its internet bid in a timely manner and in compliance with the requirements of the Terms of Offering. The Issuer is permitting bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the internet bidding and the Internet Bid System is not an agent of the Issuer. Provisions of the Terms of Offering or Official Bid Form shall control in the event of conflict with information provided by the Internet Bid System. The Issuer shall not be responsible for any malfunction or mistake made by any person, or as a result of the use of the Internet Bid System. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received.

Electronic Facsimile Bidding: Bids may be submitted via facsimile at the phone number listed on the front cover of this Preliminary Official Statement. Electronic facsimile bids will be sealed and treated as sealed bids. Transmissions received after the deadline shall be rejected. It is the responsibility of the bidder to ensure that the bid is legible, that the bid is received prior to the appointed time, and that the bid is sent to the telecopier number set forth above. The Financial Advisor will, in no instance correct, alter, or in any way change bids submitted through facsimile transmission. Neither the Issuer nor its agents will be responsible for bids submitted by facsimile transmission not received in accordance with the provisions of this Terms of Offering. Bidders electing to submit bids via facsimile transmission will bear full and complete responsibility for the transmission of such bid. Neither the Issuer nor its agents will assume liability for the inability of the bidder to reach the above-named fax number prior to the time of sale specified above. Time of receipt shall be the time recorded by the facsimile receiver.

Rates of Interest: The rates of interest specified in the bidder's proposal must conform to the limitations following:

All Notes of each annual maturity must bear the same interest rate.

Rates of interest bid may be in multiples of 1/8th, 1/20th or 1/100th of 1%.

Rates must be in level or ascending order.

Delivery: The Notes will be delivered to the Purchaser via FAST delivery with the Paying Agent holding the Notes on behalf of DTC, against full payment in immediately available cash or federal funds. The Notes are expected to be delivered within sixty days after the sale. Should delivery be delayed beyond sixty days from date of sale for any reason except failure of performance by the Purchaser, the Purchaser may withdraw his bid and thereafter his interest in and liability for the Notes will cease. (When the Notes are ready for delivery, the Issuer may give the successful bidder five working days notice of the delivery date and the Issuer will expect payment in full on that date, otherwise reserving the right at its option to determine that the bidder has failed to comply with the offer of purchase.)

Certificate of Purchaser: The Purchaser of the Notes will be required as a condition of the sale to execute and submit to the Issuer a Certificate in a form satisfactory to the Issuer as to the initial offering price of the Notes to the public (not including bond houses and brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Notes (not less than 10% of each maturity) were in fact sold, and certifying that the prices are not greater than as shown on the Certificate and that the prices are not unreasonably low.

Official Statement: The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts, and interest rates of the Notes, and any other information required by law or deemed appropriate by the Issuer, shall constitute a "Final Official Statement" of the Issuer with respect to the Notes, as that term is defined in Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). By awarding the Notes to any underwriter or underwriting syndicate submitting an Official Bid Form therefore, the Issuer agrees that, no more than seven (7) business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Notes are awarded up to 25 copies of the Official Statement and the

addendum described in the preceding sentence to permit each "Participating Underwriter" (as that term is defined in the Rule) to comply with the provisions of such Rule. The Issuer shall treat the senior managing underwriter of the syndicate to which the Notes are awarded as its designated agent for purposes of distributing copies of the Final Official Statement to each participating Underwriter. Any underwriter executing and delivering an Official Bid Form with respect to the Notes agrees thereby that if its bid is accepted by the Issuer, (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Notes for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

CUSIP Numbers: It is anticipated that CUSIP numbers will be printed on the Notes. In no event will the Issuer be responsible for or Bond Counsel review or express any opinion of the correctness of such numbers, and incorrect numbers on said Notes shall not be cause for the purchaser to refuse to accept delivery of the Notes. The fee will be paid for by the Issuer.

Responsibility of Bidder: It is the responsibility of the bidder to deliver its signed, completed bid prior to the time of sale as posted on the front cover of the Official Statement. Neither the Issuer nor its Financial Consultant will assume responsibility for the collection of or receipt of bids. Bids received after the appointed time of sale will not be opened.

Continuing Disclosure: In order to permit bidders for the Notes and other participating underwriters in the primary offering of the Notes to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), the Issuer will covenant and agree, for the benefit of the registered holders or beneficial owners from time to time of the outstanding Notes, in the Note Resolution, to provide annual reports of specified information and notice of the occurrence of certain events, if material, as hereinafter described (the "Undertaking"). The information to be provided on an annual basis, the events as to which notice is to be given, if material, and the other provisions of the Undertaking, including termination, amendment and remedies, are set forth in the form of Continuing Disclosure Certificate in Appendix C to this Official Statement.

Breach of the Undertaking will not constitute a default or an "Event of Default" under the Notes or Resolution. A broker or dealer is to consider a known breach of the Undertaking, however, before recommending the purchase or sale of the Notes in the secondary market. Thus, a failure on the part of the Issuer to observe the Undertaking may adversely affect the transferability and liquidity of the Notes and their market price.

For a more detailed history of Issuer's past compliance and information regarding the Undertaking, see Continuing Disclosure herein.

Bond Insurance: Application has not been made for municipal bond insurance. Should the Notes qualify for the issuance of any policy of municipal bond insurance or commitment therefore at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser. Any increased costs of issuance on the Notes resulting from such purchase of insurance shall be paid by the Purchaser, except that, if the Issuer has requested and received a rating on the Notes from a municipal bond rating service, the Issuer will pay that rating fee. Any other rating service fees shall be the responsibility of the Purchaser.

Requested modifications to the Issuance Resolution or other issuance documents shall be accommodated by the Issuer at its sole discretion. In no event will modifications be made regarding the investment of funds created under the Issuance Resolution or other issuance documents without prior Issuer consent, in its sole discretion. Either the Purchaser or the insurer must agree, in the insurance commitment letter or separate agreement acceptable to the Issuer in its sole discretion, to pay any future continuing disclosure costs of the Issuer associated with any rating changes assigned to the municipal bond insurer after closing (for example, if there is a rating change on the municipal bond insurer that require a material event notice filing by the Issuer, the purchaser or the municipal bond insurer must agree to pay the reasonable costs associated with such filing). Failure of the municipal bond insurer to issue the policy after the Notes have been awarded to the Purchaser shall not constitute cause for failure or refusal by the Purchaser to accept delivery of the Notes.

NEW ISSUE - DTC BOOK ENTRY ONLY

Moody's Rating: "___"

Interest on the Notes is included in gross income for the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax imposed on individuals and corporations.. Interest on the Notes is NOT exempt from present Iowa income taxes. The Notes will NOT be designated as "qualified tax-exempt obligations." See "TAX MATTERS" herein.

Storm Lake, Iowa
\$1,500,000*
Taxable General Obligation Refunding Capital Loan Notes,
Series 2016

Dated: Date of delivery

The General Obligation Refunding Capital Loan Notes, Series 2016 described above (the "Notes") are issuable as fully registered Notes in the denomination of \$5,000 or any integral multiple thereof and, when issued, will be registered in the name of Cede & Co., as Noteholder and nominee of the Depository Trust Company, New York, NY ("DTC"). DTC will act as securities depository for the Notes. Purchases of the Notes will be made in book-entry form. Purchasers of the Notes will not receive certificates representing their interest in the Notes purchased. So long as DTC or its nominee, Cede & Co., is the Noteholder, the principal of, premium, if any, and interest on the Notes will be paid by Bankers Trust Company as Registrar and Paying Agent (the "Registrar"), or its successor, to DTC, or its nominee, Cede & Co. Disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants as more fully described herein. Neither the Issuer nor the Registrar will have any responsibility or obligation to such DTC Participants, indirect participants or the persons for whom they act as nominee with respect to the Notes.

Interest on the Notes is payable on June 1, and December 1 in each year, beginning December 1, 2016 to the registered owners thereof. Interest shall be payable by check or draft of the Paying Agent mailed to the persons who were registered owners thereof as of the fifteenth day of the month immediately preceding the Interest Payment Date, to the addresses appearing on the registration books maintained by the Paying Agent or to such other address as is furnished to the Paying Agent in writing by a registered owner.

The Notes maturing after June 1, 2021, may be called for redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

The Notes involve certain investment risks. See "Noteholder's Risks" herein.

MATURITY SCHEDULE

<u>Notes Due</u>	<u>Amount *</u>	<u>Rate *</u>	<u>Yield *</u>	<u>Cusip Num.**</u>	<u>Notes Due</u>	<u>Amount *</u>	<u>Rate *</u>	<u>Yield *</u>	<u>Cusip Num.**</u>
2017					2023				
2018					2024				
2019					2025				
2020					2026				
2021					2027				
2022									

\$____,000 * ____% Term Bond due _____, priced to yield ____% CUSIP Number _____**

The Notes are being offered when, as and if issued by the Issuer and accepted by the Underwriter, subject to receipt of an opinion as to legality, validity and tax exemption by Ahlers & Cooney P.C. Des Moines, Iowa, Bond Counsel. It is expected that the Notes in the definitive form will be available for delivery on or about May 10, 2016. The Underwriter intends to engage in secondary market trading of the Notes subject to applicable securities laws. The Underwriter is not obligated, however, to repurchase any of the Notes at the request of the holder thereof.

The Date of this Official Statement is _____, 2016

* Preliminary, subject to change

** CUSIP numbers shown above have been assigned by a separate organization not affiliated with the Issuer. The Issuer has not selected nor is responsible for selecting the CUSIP numbers assigned to the Notes nor do they make any representation as to the correctness of such CUSIP numbers on the Notes or as indicated above.

No dealer, salesman or any other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and if given or made, such information or representations must not be relied upon as having been authorized by the Issuer or the Underwriter. This Official Statement does not constitute an offer to sell or a solicitation of any offer to buy any of the securities offered hereby in any state to any persons to whom it is unlawful to make such offer in such state. Except where otherwise indicated, this Official Statement speaks as of the date hereof. Neither the delivery of this Official Statement nor any sale hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Issuer since the date hereof

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IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

This Official Statement is not to be construed as a contract with the purchasers of the Notes. The Issuer considers the Official Statement to be "near final" within the meaning of Rule 15c2-12 of the Securities Exchange Commission. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts. The information and expressions of opinions contained herein are subject to change without notice and neither the delivery of this Official Statement or the sale of the Notes made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. The information contained in this Official Statement is not guaranteed.

All other information contained in this Official Statement has been obtained by (or on behalf of) the City from sources which the City considers to be reliable but it makes no warranty, guaranty, or other representation with respect to the accuracy or completeness of such information.

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTIONS 3(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION OR QUALIFICATIONS OF THESE SECURITIES IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THESE SECURITIES HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SECURITIES OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

FORWARD-LOOKING STATEMENTS

This Official Statement, including Appendix A, contains statements which should be considered "forward-looking statements," meaning they refer to possible future events or conditions. Such statements are generally identifiable by the words such as "plan," "expect," "estimate," "budget" or similar words. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT EXPECT OR INTEND TO UPDATE OR REVISE ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

**OFFICIAL STATEMENT
STORM LAKE, IOWA
\$1,500,000* TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2016
INTRODUCTORY STATEMENT**

This Official Statement presents certain information relating to Storm Lake, Iowa (the “Issuer”), in connection with the sale of the Issuer’s Taxable General Obligation Refunding Capital Loan Notes, Series 2016 (the “Notes”). The Notes are being issued to provide funds to pay the costs of refunding outstanding indebtedness of the City, including to currently refund Taxable General Obligation Urban Renewal Bonds, Series 2007, and paying the costs associated with the issuance of the Notes. See “THE NOTES - Sources and Uses of Funds” herein.

This Official Statement is deemed to be a final official statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission, except for the omission of certain pricing and other information which is to be made available through a final Official Statement. This Introductory Statement is only a brief description of the Notes and certain other matters. Such description is qualified by reference to the entire Official Statement and the documents summarized or described herein. This Official Statement should be reviewed in its entirety.

The Notes are general obligations of the Issuer, payable from and secured by a continuing annual ad-valorem tax levied against all of the property valuation of the Issuer. See “**THE NOTES – Source of Security for the Notes**” herein.

All statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

THE NOTES

General

The Notes are dated as of the date of delivery, and will bear interest at the rates to be set forth on the cover page herein, interest payable on June 1 and December 1 in each year, beginning on December 1, 2016, calculated on the basis of a year of 360 days and twelve 30-day months. Interest shall be payable by check or draft of the Paying Agent mailed to the persons who were registered owners thereof as of the fifteenth day of the month immediately preceding the Interest Payment Date, to the addresses appearing on the registration books maintained by the Paying Agent or to such other address as is furnished to the Paying Agent in writing by a registered owner.

Authorization for the Issuance

The Notes are being issued pursuant to the Code of Iowa, 2015 as amended, Sections 384.24A and 384.25.

The Issuer

For more information regarding the Issuer, see “**APPENDIX A – Information About the Issuer**” and “**APPENDIX D – Excerpts from Audited Financial Statements.**”

Tax Matters

In the opinion of Ahlers & Cooney, P.C., Bond Counsel, interest on the Notes is included in the gross income of the owners thereof for federal income tax purposes and should be considered taxable by the holders thereof. Interest on the Notes is not exempt from present Iowa income taxes. The Notes will NOT be designated by the City as “qualified tax exempt obligations”. For a more complete description of tax issues, see “**TAX MATTERS**” herein.

Book Entry Only System

The following information concerning The Depository Trust Company (“DTC”), New York, New York and DTC’s book-entry system has been obtained from sources the Issuer believes to be reliable. However, the Issuer takes no responsibility as to the accuracy or completeness thereof and neither the Indirect Participants nor the Beneficial Owners should rely on the following information with respect to such matters but should instead confirm the same with DTC or the Direct Participants, as the case may be. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

The Depository Trust Company (“DTC”), New York, NY will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for the Securities in the aggregate principal amount of such issue, and will be deposited with DTC.

* Preliminary, subject to change

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instrument (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participations include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of the Depository Trust & Clearing Corporation ("DTCC").

DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered in the transaction. Transfers of ownership interest in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to taken certain steps to augment transmission to them notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit have agreed to obtain and transmit notices to Beneficial Owners, in the alternative, Beneficial owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participants in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from Issuer or Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (nor its nominee), Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Security certificates are required to be printed and delivered.

Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or successor securities depository). In that event Security certificates will be printed and delivered to DTC.

The Issuer cannot and does not give any assurances that DTC, the Direct Participants or the Indirect Participants will distribute to the Beneficial Owners of the Notes (i) payments of principal of or interest and premium, if any, on the Notes, (ii) certificates representing an ownership interest or other confirmation of beneficial ownership interest in the Notes, or (iii) redemption or other notices sent to DTC or Cede & Co., its nominee, as the Registered Owner of the Notes, or that they will do so on a timely basis, or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities Exchange Commission, and the current "Procedures" of DTC to be followed in dealing with Direct Participants are on file with DTC.

Neither the Issuer nor the Paying Agent will have any responsibility or obligation to any Direct Participant, Indirect Participant or any Beneficial Owner or any other person with respect to: (1) the accuracy of any records maintained by DTC or any Direct Participant or Indirect Participant; (2) the payment by DTC or any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal or redemption price of or interest on the Notes; (3) the delivery by DTC or any Direct Participant or Indirect Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Indenture to be given to owners of Notes; (4) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Notes; or (5) any consent given or other action taken by DTC as a Noteholder.

Transfer and Exchange

In the event that the Book Entry System is discontinued, any Note may, in accordance with its terms, be transferred by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation at the principal corporate office of the Registrar accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Registrar. Whenever any Note or Notes shall be surrendered for transfer, the Registrar shall execute and deliver a new Note or Notes of the same maturity, interest rate, and aggregate principal amount.

Notes may be exchanged at the principal corporate office of the Registrar for a like aggregate principal amount of Notes or other authorized denominations of the same maturity and interest rate; provided, however, that the Registrar is not required to transfer or exchange any Notes which have been selected for prepayment and is not required to transfer or exchange any Notes during the period beginning 15 days prior to the selection of Notes for prepayment and ending the date notice of prepayment is mailed. The Registrar may require the payment by the Note Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. All Notes surrendered pursuant to the provisions of this and the preceding paragraph shall be canceled by the Registrar and shall not be redelivered.

Prepayment

Optional Prepayment. The Notes maturing on or after June 1, 2021, may be called for redemption by the Issuer and paid before maturity beginning June 1, 2021 or any date thereafter, from any funds regardless of source, in whole or in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Mandatory Sinking Fund Redemption The Notes maturing on _____ are subject to mandatory redemption (by lot, as selected by the Registrar) on ____ 1 and _____ in each of the years _____ through _____ at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date in the following principal amounts:

____ Term Note

<u>Mandatory Sinking Fund Date</u>	<u>Principal Amount</u>
------------------------------------	-------------------------

\$

(maturity)

Selection of Notes for Redemption Notes subject to redemption will be selected in such order of maturity as the Issuer may direct. If less than all of the Notes of a single maturity are to be redeemed, the Issuer will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed, and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed.

Notice of Prepayment Prior to the redemption of any Notes under the provisions of the Resolution, the Registrar shall give written notice not less than thirty (30) days prior to the redemption date to each registered owner thereof.

On the dates so designated for redemption, notice having been given in the manner and under the conditions hereinabove, provided and moneys for payment of the redemption price being held in the Sinking Fund, the Notes so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Notes on such date. Interest on the Notes so called for redemption shall cease to accrue; such Notes shall cease to be entitled to any benefit hereunder, and the Note Holders shall have no rights in respect thereof except to receive payment of the redemption price thereof.

Notes which have been duly called for redemption, with respect to which irrevocable instructions to call for redemption at a stated redemption have been given to the Registrar, and moneys for the payment the face amount thereof, premium, if any, and interest on are held in separate accounts by the Registrar in trust for Noteholders shall not thereafter be deemed to be outstanding under the provisions of the Resolution, other than be entitled to receive payment from such sources.

SECURITY AND SOURCE OF PAYMENT FOR THE NOTES

Factors described below, which, along with other matters, may affect the ability of the Issuer to pay the Notes, when due.

Financial Condition of the Issuer from time to time

No representation is made as to the future financial condition of the Issuer. The ability of the Issuer to make debt service payments on the Notes may be adversely affected by its financial condition as of any particular time.

General

The Notes are dated as of the date of delivery and will bear interest at the rates to be set forth on the cover page herein, interest payable on June 1 and December 1 in each year, beginning on December 1, 2016, calculated on the basis of a year of 360 days and twelve 30-day months. Interest shall be payable by check or draft of the Paying Agent mailed to the persons who were registered owners thereof as of the fifteenth day of the month immediately preceding the Interest Payment Date, to the addresses appearing on the registration books maintained by the Paying Agent or to such other address as is furnished to the Paying Agent in writing by a registered owner.

The Notes are valid and legally binding general obligations of the Issuer payable both as to principal and interest from ad valorem taxes levied against all taxable property therein without limitation as to rate or amount, all except as limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws relating to the enforcement of creditors' rights generally and except that enforcement by equitable and similar remedies, such as mandamus, is subject to the exercise of judicial discretion. In the resolution authorizing issuance of the Notes, the Issuer will levy taxes for the years and in amounts sufficient to provide 100% of annual principal and interest due on the Notes. If, however, the amount credited to the debt service fund for payment of the Notes is insufficient to pay principal and interest, whether from transfers or from original levies, the Issuer must use funds in its treasury and is authorized to levy ad valorem taxes upon all taxable property in the City without limit as to rate or amount sufficient to pay the debt service deficiency.

NOTEHOLDERS' RISKS

Secondary Market

There can be no guarantee that there will be a secondary market for the Notes or, if a secondary market exists, that such Notes can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history of economic prospects connected with a particular issue, and secondary marketing practices in connection with a particular Bond or Notes issue are suspended or terminated. Additionally, prices of bond or note issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price of the Notes.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE NOTES AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE NOTES, IF ANY, COULD BE LIMITED.

Redemption Prior to Maturity

In considering whether to make an investment in the Notes it should be noted that the Notes are subject to option redemption, as outlined herein, without Noteholder discretion or consent. See "THE NOTES – Prepayment" herein.

Ratings Loss

Moody's Investors Service, Inc. ("Moody's") has assigned a rating of "A2" to the Notes. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Notes.

Rating agencies are currently not regulated by any regulatory body. Future regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Notes.

Forward-Looking Statements

This Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "forecast," "intend," "expect" and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward looking statements and the actual results. These differences could be material and could impact the availability of funds of the Issuer to pay debt service when due on the Notes.

DTC-Beneficial Owners

Beneficial Owners of the Notes may experience some delay in the receipt of distributions of principal of and interest on the Notes since such distributions will be forwarded by the Paying Agent to DTC and DTC will credit such distributions to the accounts of the Participants which will thereafter credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the Issuer nor the Paying Agent will have any responsibility or obligation to assure that any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Notes can be effected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Notes to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Notes, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See "*THE NOTES— Book-Entry Only System.*"

Other Factors

An investment in the Notes involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Official Statement (including the Appendices hereto) in order to make a judgment as to whether the Notes are an appropriate investment.

Summary

The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Notes. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Official Statement and the Appendices hereto.

LITIGATION

The Issuer encounters litigation occasionally, as a course of business, however, no litigation currently exists that is not believed to be covered by current insurance carriers and no litigation has been proposed that questions the validity of these Notes.

ACCOUNTANT

The accrual-basis financial statements of the Issuer included as *APPENDIX D* to this Official Statement have been examined by Hunzelman, Putzier & Co., Storm Lake, Iowa, to the extent and for the periods indicated in their report thereon. Such financial statements have been included herein without permission of said CPA, and said CPA expresses no opinion with respect to the Notes or the Official Statement. The City shifted from modified accrual-basis to cash-basis financial statements beginning with statements for the fiscal year ending June 30, 2015.

UNDERWRITING

The Notes are being purchased, subject to certain conditions, by _____ (the "Underwriter"). The Underwriter has agreed, subject to certain conditions, to purchase all, but not less than all, of the Notes at an aggregate purchase price of \$_____ plus accrued interest to the Closing Date.

The Underwriter may offer and sell the Notes to certain dealers (including dealers depositing the Notes into unit investment trusts, certain of which may be sponsored or managed by the Underwriter) at prices lower than the initial public offering prices stated on the cover page. The initial public offering prices of the Notes may be changed, from time to time, by the Underwriter.

The Underwriter intends to engage in secondary market trading of the Notes subject to applicable securities laws. The Underwriter is not obligated, however, to repurchase any of the Notes at the request of the holder thereof.

THE PROJECT

The Notes are being issued to provide funds to pay the costs of refunding outstanding indebtedness of the City, including to currently refund Taxable General Obligation Urban Renewal Bonds, Series 2007, and paying the costs associated with the issuance of the Notes.

SOURCES AND USES OF FUNDS *

Sources of Funds

Proceeds	\$
Reoffering Premium	
Accrued Interest	

Total Sources of Funds

\$

Uses of Funds

Call of 2007 Notes	\$
Costs of Issuance	
Underwriter's Discount	

Total Uses of Funds

\$

FUTURE FINANCING

The Issuer does not anticipate issuing additional debt in 2016. _____.

TAX MATTERS

Federal Income Tax:

Interest on the Notes will be includable in gross income for federal income tax purposes under the Internal Revenue Code of 1986. Bond Counsel's form of opinion is attached hereto as Appendix B.

Prospective purchasers of the Notes should be aware that ownership of the Notes may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Notes should consult their tax advisors as to collateral federal income tax consequences.

State of Iowa Income Tax:

Interest on the Notes is not exempt from present Iowa income taxes.

Ownership of the Notes may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Notes. Prospective purchasers of the Notes should consult their tax advisors regarding the applicability of any such state and local taxes.

NOT-Qualified Tax-Exempt Obligations:

The Issuer will NOT designate the Notes as "qualified tax-exempt obligations" under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Notes, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Enforcement:

There is no trustee or similar person to monitor or enforce the terms of the resolution for issuance of the Notes. In the event of a default in the payment of principal of or interest on the Notes, there is no provision for acceleration of maturity of the principal of the Notes. Consequently, the remedies of the owners of the Notes (consisting primarily of an action in the nature of mandamus requiring the Issuer and certain other public officials to perform the terms of the resolution for the Notes) may have to be enforced from year to year.

The obligation to pay general ad valorem property taxes is secured by a statutory lien upon the taxed property, but is not an obligation for which a property owner may be held personally liable in the event of a deficiency. The owners of the Notes cannot foreclose on property within the boundaries of the Issuer or sell such property in order to pay the debt service on the Notes. In addition, the enforceability of the rights and remedies of owners of the Notes may be subject to limitation as set forth in Bond Counsel's opinion. The opinion will state, in part, that the obligations of the Issuer with respect to the Notes may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and to the exercise of judicial discretion in appropriate cases.

Opinion:

Bond Counsel's opinion is not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the Issuer described in this section. No ruling has been sought from the Service with respect to the matters addressed in the opinion of Bond Counsel and Bond Counsel's opinion is not binding on the Service. Bond Counsel assumes no obligation to update its opinion after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise.

ALL POTENTIAL PURCHASERS OF THE NOTES SHOULD CONSULT WITH THEIR TAX ADVISORS WITH RESPECT TO FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE NOTES (INCLUDING BUT NOT LIMITED TO THOSE LISTED ABOVE).

FINANCIAL CONSULTANT

The Issuer has retained Piper Jaffray & Co. as financial advisor (the "Financial Advisor") in connection with the issuance of the Notes. The Financial Advisor has not been engaged, nor has it undertaken, to independently verify the accuracy of the Official Statement. The Financial Advisor is not a public accounting firm and has not been engaged by the Issuer to compile, review, examine or audit any information in the Official Statement in accordance with accounting standards.

CONTINUING DISCLOSURE

The Issuer has covenanted for the benefit of the holders of the Notes to provide certain financial information and operating data relating to the Issuer, and to provide notices of the occurrence of certain enumerated events, if deemed by the Issuer to be material (the "Undertaking"). The specific nature of the information that the Issuer may provide pursuant to the Undertaking is summarized herein under the caption "**APPENDIX C - Form of Continuing Disclosure Certificate.**"

The Issuer provides the following information in accordance with the reporting requirements of paragraph (f)(3) of the Rule. With respect to all of its outstanding bonds or notes subject to an undertaking other than the General Obligation Annual Appropriation Capital Loan Notes dated 9/1/2006 (said issue was called on 6/5/2015), the Issuer has an annual filing requirement of 210 days after the end of the fiscal year. The annual filing requirement for the 9/1/2006 capital loan notes was 180 days. Except as noted herein, the Issuer has consistently filed within the 210 day filing window. However, the annual report for fiscal year ending 6/30/2013 was filed 13 days after the 180 day filing period applicable to the 2006 issue noted above. As permitted by the Rule, the Issuer filed its audited financial statements when they became available. In the case of the fiscal years ending 2009-2014, final audited financials were not available within the filing deadline. For the fiscal years ending in 2013 and 2014, the Issuer did provide unaudited financial statements within the prescribed timeframe. Prior to 2013, both the Issuer and its Dissemination Agent believed that the prior Undertakings allowed for the audit to be filed when received without further action. The Issuer and its Dissemination Agent now understand the Issuer should have filed unaudited financial statements for those same years. As the audited financial statements have been filed, the Issuer has not undertaken any effort to post unaudited statements for those years.

On December 19, 2011, the Council adopted a Post-Issuance Compliance Policy, pursuant to which a Compliance Officer was appointed to oversee the Issuer's compliance with its Undertakings. Additionally, the Issuer and its Dissemination Agent instituted a process change with year-end 2013 to provide both the unaudited statements as well as a notice that the audit would be filed when available in 2013.

Breach of the Undertaking will not constitute a default or an “Event of Default” under the Notes or Resolution. A broker or dealer is to consider a known breach of the Undertaking, however, before recommending the purchase or sale of the Notes in the secondary market. Thus, a failure on the part of the Issuer to observe the Undertaking may adversely affect the transferability and liquidity of the Notes and their market price.

I have reviewed the information contained within the Official Statement of Storm Lake, Iowa, and said Official Statement does not contain any material misstatements of fact nor omissions of any material fact regarding the issue of \$1,500,000* Taxable General Obligation Refunding Capital Loan Notes, Series 2016 of said Issuer to be issued under date of delivery.

STORM LAKE, IOWA

/s/ Sue Vossberg
City Clerk

* Preliminary, subject to change



RESOLUTION NO. 87-R-2015-2016

**RESOLUTION APPROVING ELECTRONIC BIDDING PROCEDURES AND
OFFICIAL STATEMENT**

WHEREAS, in conjunction with its financial advisor, Piper Jaffray & Co., the City has caused a Preliminary Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Council has received information from its Financial Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Notes by means of both sealed and electronic internet communication.

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

That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and Clerk, upon the advice of bond counsel and the City's Financial Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

That the receipt of electronic bids by facsimile machine and through the PARITY® competitive bidding system described in the Notice of Sale are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

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

Mike Porsch, Mayor Pro-Tem

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

1/18/2016

Agenda Item # 7.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

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REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Resolution No. 88-R-2015-2016 To Adopt the Storm Lake Employee Manual

BACKGROUND: The current City of Storm Lake Employee Manual has been in the process of being updated for the last year. This manual contains the policies, guidelines, procedures, or benefits for the employees of the City. This manual does not create any contractual rights between the employee and the City and does not preclude the City Manager or Department Head to establish such rules and regulations deemed necessary for the efficient and orderly administration of the department and/or city as long as that rule is not in conflict with this manual.

The primary changes include:

- changing the beginning of the work week to 12:00 AM for all employees except for Police which shall commence at 6:00 AM.
- increasing the family care leave to 48 hours (increase from 24 hours) per calendar year to care for family members.
- Section 6.9 addressing the City's wellness program
- A new section on diversity, equal opportunity, anti-harassment, an update on the Americans with Disabilities Act
- change the residence requirement to 20 miles and thirty minutes response time for all employees other than Department Heads who are required to live within the corporate limits
- E-mail policy has been improved along with smart phone policy and social media policy.

This policy has been reviewed by our attorney and department heads.

FISCAL IMPACT: There is no fiscal impact

RECOMMENDATION: Recommend Council Accept Resolution No. 88-R-2015-2016 Adopting The Storm Lake Employee Policy.

ATTACHMENTS:

Description		Type
	Resolution No. 88-R-2015-2016	Resolution
	Employee Handbook	Backup Material

RESOLUTION NO. 88-R-2015-2016

**RESOLUTION ADOPTING AN UPDATE TO THE CITY OF STORM LAKE
EMPLOYEE POLICY**

BE IT RESOVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE,
IOWA

WHEREAS, the existing Storm Lake Municipal Employee Policy Handbook contains several provisions, which the City Council of the City of Storm Lake, Iowa feels should be changed; and

WHEREAS, the City Council continues to believe that it is the best policy of the City that employee policies should be reduced to a written handbook; and

WHEREAS, the policy has been reviewed by legal counsel and includes changes required by law; and

WHEREAS, the City Council of the City of Storm Lake has been provided with a copy of said revised Employee Policy Handbook for review; and

WHEREAS, it would be in the best interests of the City of Storm Lake and its employees if the revision of the Employee handbook be adopted effective January 18, 2016.

IT IS THEREFORE RESOLVED that the Storm Lake Municipal Employee Policy Handbook completed January 18, 2016 and on file with the City Clerk shall be official policy of the City of Storm Lake with regard to its employees as to the matters contained therein.

BE IT FURTHER RESOLVED that all prior statements of personnel policy as contained in earlier editions are hereby revoked and shall be of no further force or effect;

BE IT FURTHER RESOLVED that the Storm Lake Municipal Employee Policy Handbook adopted herein shall be effective both for persons presently employed by the City of Storm Lake as of the date of the enactment of this Resolution, and for all persons hired subsequent to the date of this Resolution.

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

Mike Porsch, Mayor Pro-Tem

ATTEST:

Sue Vossberg, City Clerk

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VISION AND MISSION STATEMENTS

VISION STATEMENT

“To be a premier recreational and economically progressive community”

MISSION STATEMENT

“Through teamwork create a welcoming environment that encourages economic growth, celebrates our unique blend of cultures, treasures our natural resources, and promotes recreational opportunities.”

CUSTOMER SERVICE PHILOSOPHY

It is our commitment to treat our customers with dignity and respect, strive to anticipate their needs, and exceed their expectations.

SERVICE EXCELLENCE STANDARDS

- Be Professional, Honest, Courteous & Respectful
 - Take ownership of a problem
 - Go the extra mile

1 PURPOSE AND ADMINISTRATIVE GUIDELINES

1.1 ADOPTION OF HANDBOOK

This Handbook shall become effective when adopted by the City Council by resolution. Upon adoption, the policies, guidelines, procedures, or benefits contained herein shall supersede and cancel any previous versions of this handbook, personnel policies, guidelines, procedures or benefits previously adopted by the Council.

This employee handbook and the policies, guidelines, procedures and benefits contained within it, are not intended to create any contractual rights between the employee and employer and are not a guarantee of future employment.

1.2 AMENDMENT OF HANDBOOK

An amendment to the Handbook shall become effective upon approval of the City Council by resolution, unless the resolution provides for a later effective date.

The City reserves the right to revise, suspend, cancel, waive or change its interpretation of this handbook or any policies, procedures, benefits or other conditions at any time with or without notice.

1.3 DEPARTMENTAL RULES, REGULATIONS AND ORDERS

A Department Head may establish such rules and regulations, and promulgate such orders as are deemed necessary for the efficient and orderly administration of the department and for maintaining the proper discipline, conduct and behavior of departmental employees, as long as it doesn't conflict with this handbook. These rules must be complied with while engaging in work-related activities. An employee who fails to comply with departmental rules, regulations and orders is subject to discipline, including the possibility of termination.

1.4 AVAILABILITY OF RULES

A copy of this Handbook shall be made available to each full-time or part-time employee. All seasonal and temporary employees shall have access to a current copy of this handbook within their respective department.

A copy of departmental rules, regulations and orders shall be made available to each employee within that department.

Each employee shall sign and return the attached acknowledgement form to the City Human Resources Assistant upon his or her receipt of the Handbook.

1.5 CITY COUNCIL

The City Council shall be the ultimate policy-making authority for the City of Storm Lake in matters pertaining to personnel administration.

1.6 CITY MANAGER

The City Manager, as chief executive officer of the City, shall be responsible for the proper administration of the affairs of the City. The City Manager shall appoint and remove all heads of departments, all subordinate officers, and employees except as otherwise prescribed in the City Code and the Iowa Code. The City Manager may make an exception to the policies in the Handbook or to the department rules, if he/she determines that an exception is in the best interest of the City.

1.7 CIVIL SERVICE COMMISSION

The Civil Service Commission has been created under authority of Chapter 400, Iowa Code, and the Commission shall exercise such jurisdiction and authority, and shall fulfill such duties as are prescribed under Chapter 400, Iowa Code.

The Storm Lake Civil Service Commission, a three-person autonomous commission appointed by the Mayor and confirmed by the Council, is responsible for the uniform application of Civil Service Law.

Employees subject to the Civil Service Law must comply with the provisions of this handbook to the extent that its provisions do not conflict with Civil Service Law.

1.8 COLLECTIVE BARGAINING AGREEMENTS

Employees subject to a collective bargaining agreement must comply with the provisions of this handbook to the extent that its provisions do not conflict with the applicable collective bargaining agreement.

2 EMPLOYEE RECRUITMENT, HIRING & REDUCTION

2.1 NEW POSITION

If a new position is to be created, the City Manager shall make that determination.

2.2 VACANT POSITION

When a vacancy occurs or is expected to occur the Department Head shall notify the City Manager as soon as possible and the City Manager shall determine if the vacancy is to be filled.

Vacancies shall be filled following the City's adopted policies as outlined in this handbook.

Vacancies in Civil Service positions shall be filled according to the Civil Service provisions of Chapter 400 of the Iowa Code.

2.3 JOB POSTING

The City of Storm Lake shall post all job vacancies and promotional vacancies for a minimum of ten (10) days in a manner reasonably calculated to apprise the public of the vacancy, including posting the vacancy on a public notice bulletin board at City Hall or other prominent place which is easily accessible to the public.

The posting will contain the position title, a brief job description, and minimum hiring specifications.

The recruitment of civil service positions will follow Chapter 400 of the Iowa Code.

2.4 APPLICATION

Any person requesting consideration for employment of a vacant position shall submit a completed application on the form prescribed by the City Manager.

Applicants for a Civil Service position shall meet the requirements of Chapter 400 of the Iowa Code.

All applications filed with the City shall be considered public records with the exception of the applicant's social security number, driver's license number, and date of birth.

2.5 APPOINTMENT, PROMOTION AND INTRODUCTORY STATUS

The City Manager shall appoint each new employee or shall promote each current employee, except that, in the case of fire and police officers, he/she shall make such

appointment or promotion from the certified list in accordance with Chapter 400, Iowa Code.

A promotion is defined as the change of an employee from a position in one class to a position in another class with a higher maximum pay rate.

An employee, except a Civil Service employee, who receives an original appointment to a full-time position, shall have introductory status during the first six months of employment. The introductory period shall be utilized for observing the employee's work, for assisting the employee in adjusting to the position, and for orienting the employee on the duties of the position.

An employee, except a Civil Service employee, who receives a promotion, shall have introductory status for a period of three months in that position. If the City Manager determines during the three-month introductory period that the employee is not suitable for the new job, the City Manager may return the employee to the employee's previous position at the previous rate of pay.

A Civil Service employee shall serve in an introductory status for the first twelve (12) months of employment unless otherwise shortened by the authority of the City Manager.

When an employee is promoted to a position having a higher pay grade, the employee's rate of pay shall be determined as follows, to wit:

- a. If the salary received in the lower grade is below the minimum rate of the new pay grade for the class to which the employee is promoted; the employee's rate of pay shall be increased to at least the minimum rate of the new pay grade.
- b. If the salary received in the old pay grade falls within the range and above the minimum rate of the new pay grade for the class to which the employee is promoted, the employee's pay shall be, at a minimum, the same rate of pay as the previous rate prior to promotion.

Employment during the original appointment introductory period shall be at the exclusive discretion of the employer. Employees in original appointment introductory status may be terminated, demoted or laid off for any reason or no reason during their introductory status without prior notice. Successful completion of the introductory period does not alter an employee's employment at-will status.

2.6 TRANSFER BETWEEN POSITIONS

The City Manager may at any time transfer an employee from one position or classification to another, except that no employee may be transferred into a Civil Service classification except in accordance with the provisions of Chapter 400, Iowa Code.

When an employee transfers between positions, either within grade or within classification, the employee's rate of pay shall remain unchanged, unless authorized by the City Manager.

2.7 DEMOTIONS

A demotion is defined as the change of an employee from a position in one class to a position in another class with a lower maximum pay rate.

The City Manager may demote an employee, except a Civil Service employee, whenever the best interest of the City requires it.

A demotion of a Civil Service employee shall be made in accordance with the provisions of Chapter 400, Iowa Code.

2.8 STAFF REDUCTION

The City shall have the right to reduce staffing levels in the best interest of the City at any time.

As a courtesy to its employees, the City shall make every attempt to provide adequate advance notice to all affected employees of layoffs. Notice, when possible, shall be in writing.

A part-time or seasonal employee within a job classification shall be laid off before an introductory employee, or a full-time employee. An introductory employee within a job classification shall be laid off before a full-time employee.

When the City decides to lay off employees, the following factors will be considered: the needs of the City, the qualifications of employees, past performance of employees, ability to perform the work required, ability to get along with the other employees and the public, and seniority. If the City determines that two or more employees considered for layoff are relatively equal with regard to all factors other than seniority, then the City will lay off the least senior employee.

An employee who is laid off shall keep the City advised of the employee's current mailing address during layoff.

An employee who is laid off shall report to work within ten (10) calendar days after notice of recall is mailed, unless the notice of recall provides for a later specific date of recall, in which case the employee shall report on said later effective date. If an employee fails to report to work within ten (10) calendar days after notice of recall is mailed, the employee shall forfeit all recall rights.

2.9 RECLASSIFICATION OF POSITION

The City shall have the right to reclassify a position including the right to reclassify the position to a new pay grade.

When a position is reclassified to a higher pay grade, the provisions governing rate of pay on promotion shall be used to set the pay rate. See Section 2.5 page 8.

When a position is reclassified to the same pay grade, the pay rate of the employee shall remain unchanged.

When a position is reclassified to a lower pay grade, the pay rate of an employee shall be set as follows:

- a. If the employee's pay rate in the higher grade is above the maximum rate of the lower grade, the employee's pay shall be set at the maximum rate of the lower grade.
- b. If the employee's pay rate in the higher grade falls within the range of the lower grade, it shall remain unchanged.

2.10 RE-HIRE

The City Manager shall establish the pay of a person re-employed by the City, in the same position, within one year of termination at any pay rate within the range of the pay grade not to exceed the pay rate attained at the time of the employee's separation.

At the discretion of the City Manager, consideration may be given for additional pay due to a change in the minimum or maximum pay rate for the pay grade of the position.

3 EMPLOYEE POLICIES

3.1 EMPLOYMENT AT WILL

Nothing in this document shall be construed to change the status of employment between the City and the employee as an “at will” relationship. That is, employment is not guaranteed, but is only at the sole discretion of the City. Either the City or the employee can terminate the employment relationship at any time for any lawful reason or for no reason. Additional rights and procedures may apply to those employees covered by a collective bargaining agreement, or by the Iowa Veterans Preference law

Civil service employees covered by bargaining contracts are afforded additional protections regarding terminations from employment. Please refer to Chapter 400 of the State Code, or the collective bargaining contract covering your job classification to review those safeguards.

Employees have the right to resign at any time, and the City has the right to terminate an employee’s services at any time.

3.2 EMPLOYMENT STATUS

For the purpose of determining the benefits the employee is eligible for, the following employment definitions are provided.

Full-time – A normal work schedule of at least 40 hours per week annually and is of a continuing nature with no time limitation. An employee hired to fill a full-time position shall be eligible for full benefits subject to any policy restriction for a particular benefit.

Part-time – A position which has a normal work schedule of less than forty (40) hours per week, and is of a continuing nature with no time limitation. An employee assigned to a part-time position shall be eligible only for any benefit specifically provided to a part-time employee herein.

Seasonal – A position that is not of a continuing nature or that has a time limitation. Normally, the length of time of a seasonal position shall not exceed six (6) months. A seasonal appointment exceeding the initial authorization must be approved in the same manner in which the original appointment was made. An employee hired in a seasonal position shall be eligible only for any benefit specifically provided to a seasonal employee herein.

Volunteer Firefighter – A position which has a varying schedule dependent on fire calls and training needs and is of a continuing nature with no time limitation. An employee hired in a volunteer firefighter position shall be eligible only for any benefit specifically provided to a volunteer firefighter employee herein.

Elected Officials – A position where employees are elected by the Community for a specific period of time usually four (4) years. An employee elected in an elected position shall be eligible only for any benefit specifically provided to an elected employee herein.

Paid Internship – A position that has a time limitation usually one (1) year or less and is in partnership with an accredited college or university. An employee hired in a paid internship position shall be eligible only for any benefit specifically provided to a paid internship employee herein.

Unpaid Internship – A position that has a time limitation usually six (6) months or less and is in partnership with an accredited college or university. An employee hired in an unpaid internship position shall be eligible only for any benefit specifically provided to an unpaid internship employee herein.

The word “employee” when used herein, except where the context clearly indicates otherwise, shall be limited to mean a full-time employee who has completed an introductory period.

The Department Head, subject to the approval of the City Manager, shall determine the employment status of a new employee.

3.3 CHANGE IN EMPLOYMENT STATUS

Any permanent change in hours worked or duration of a position that would affect the employee’s eligibility for benefits must be approved by the City Manager prior to the effective date of such change.

3.4 WORK SCHEDULE

The work schedule is established by the Department Head with the approval of the City Manager and may differ from department to department based on the type of services the department provides, and the volume of work. If the work schedule was not fully covered during the employment interview, an employee should consult the employee’s Department Head to learn the days and hours of work.

While working for the City, it is expected that an employee devote the employee’s entire time and energy to the position and duties assigned. No employee shall perform personal tasks nor shall any employee work for another employer on City time.

Because of the wide variety of work done in different departments, the employee’s schedule is determined by the Department Head with the approval of the City Manager.

The work schedule for any group of employees may be changed by the City from time to time to meet the City’s requirements. The City shall have the right to reduce, extend or maintain the hours of work for any employee and the employee shall be required to work

at the time scheduled by the City. The City shall give the employee as much advance notice as possible of any major change in the work schedule.

A work week shall commence at 12:00 a.m. on Sunday and shall end at 11:59 p.m. on the following Saturday for all employees with the exceptions noted below.

The Police Department work period shall commence at 6:00 a.m. on Sunday and shall end at 5:59 a.m. on the second Sunday following.

The work period of the Water Treatment Plant and the Waste Water Treatment Plant shall commence at 6:00 am on Saturday and shall end at 5:59 am on the following Saturday.

No employee shall begin work prior to his/her assigned starting time nor shall he/she perform work after his/her designated ending time, unless authorized by the Department Head or City Manager.

No employee shall punch his/her time card before beginning work nor shall the employee punch in more than five (5) minutes prior to his/her assigned starting time and no later than five (5) minutes after his/her assigned quitting time.

No employee shall be guaranteed a minimum or specific number of hours of work in a week, day, or work period (i.e., 40 hours is not a guaranteed work week minimum). Hours may fluctuate in any given period.

4 COMPENSATION

4.1 OVERTIME

Overtime shall be defined as any time properly authorized or approved by the Department Head or City Manager and actually worked by an employee who is not exempt from the wage and hour provisions of the Fair Labor Standards Act (FLSA), and is worked in excess of 40 hours in a 7 day work week, or 86 hours in a 14 day work period in the case of 12-hour shift police officers.

An employee shall be required to work such overtime as an employer requires. It shall be the policy of the City to keep overtime to a minimum. All overtime work must be authorized by the Department Head.

Police Department 12-hour shift employees, for overtime purposes, shall be considered under a work period of 14 days with overtime pay to be computed after completion of 86 hours of paid time during the work period. All other employees not exempt from the wage and hour provisions of the FLSA shall be considered under a work week of 7 days with overtime pay to be computed after completion of 40 hours of paid time during the work week.

Police Department 12-hour shift employees, for overtime purposes, shall be paid for all hours worked over 86 during the 14 day work period. This computation will include any non-working hours that the employee will receive pay for (i.e. holiday, sick, vacation, personal holiday, compensatory time) all will count toward the 86 hour “cut-off” level. Any time over 86 hours shall be computed at an overtime rate of one and one half the employee’s regular hourly rate of pay. However, if a holiday falls on the employee’s scheduled day off, the 8 hours of holiday pay shall not be considered as hours worked when figuring overtime.

Overtime shall not be used to punish or reward employees.

In determining whether an employee is entitled to overtime, paid hours off for vacation, holiday, sick leave, funeral leave, military leave, jury leave, or vote leave shall be considered as hours actually worked.

Overtime shall be paid at the rate of one and one half (1 ½) times the employee’s regular hourly rate of pay as set out in the employee compensation schedule.

For the purposes of this section the compensation schedule shall include the hourly rate of pay plus longevity pay.

An employee in a professional, technical, management, supervisory, or administrative job class, as designated by the City Manager, is exempt from the wage and hour provisions of

the FLSA and shall not be eligible to receive overtime compensation except as otherwise provided.

An introductory or part-time employee who actually works more than forty (40) hours in a work week shall be paid overtime.

Volunteer firefighters are not eligible for overtime compensation.

4.2 CALL BACK TIME

An employee who is called back to work by the employer shall receive a minimum of two (2) hours overtime pay.

4.3 COURT TIME

When an employee is required by the City to testify in a criminal or civil matter for the City, or to testify in a criminal matter resulting from charges brought by the employee under the City or State Code, the hours actually spent by the employee shall be considered as hours actually worked for the purpose of considering overtime.

Employees will be guaranteed a minimum of two (2) hours overtime pay of court time for each date on which they have a court appearance.

Court time must be authorized and approved by the Department Head.

4.4 COMPENSATORY TIME

All non-exempt (hourly) employees, with the exception of Seasonal and Part-Time employees, whose total worked and/or leave hours exceed forty (40) hours in a standard week are eligible, at the employee's option, for overtime pay or compensatory time. Compensatory time is calculated at a rate of one and one-half times the excess hours worked in overtime.

An employee desiring compensatory time off rather than payment shall notify the Department Head or City Manager in writing, on the form prescribed by the City, prior to the cutoff period for computing wages for the period in which the overtime payment would ordinarily have been made.

The Human Resources department shall keep a record of the compensatory time, which an employee has earned or used, and the employee may request to see such record at any reasonable time. The Department Head shall submit (with each time card) a complete report for each employee's compensatory time accumulation including his or her signature indicating their approval of the option to bank compensatory time.

A full-time non-exempt employee shall not accrue more than 39 hours of compensatory time during the time frame of June 1st to May 31st. A total of 39 hours is the maximum

that can be accrued during this time frame. If an employee accrues 39 hours and then uses 8 hours, that employee cannot accrue another 8 hours to reach the maximum again. Compensatory time must be accrued and used in hour increments. Employees may not carry a negative balance in their compensatory time bank.

All hours accrued but not used by May 31st will be paid out in June annually. Once hours are banked as compensatory time, they cannot be converted back to pay until May 31st.

Compensatory time off shall be taken at the discretion of the Department Head. All efforts shall be made to grant requests for compensatory time off unless said request constitutes a hardship for the department. Employees must complete a leave request form to use their compensatory time. A 30-day notice is requested to use compensatory time.

4.5 EVALUATIONS

Annually all full-time and part-time employees of the City of Storm Lake shall be evaluated by their direct supervisor. The evaluation shall be completed on the form provided by the City Manager or City Clerk

The evaluation process shall include a written evaluation followed by a one-on-one consultation between the supervisor and the employee to review the written evaluation and provide an opportunity for dialogue.

Each evaluation shall be forwarded to the City Manager following the consultation for review and filed in the employee's confidential personnel file.

An employee's personnel file is kept confidential. No information will be given without a court order or written authorization from the employee, except as provided by the Iowa Public Records law.

All introductory employees shall have an evaluation after their introductory period in addition to their annual evaluation.

4.6 PAY GRADES

Each position shall be assigned a pay grade. Each pay grade shall have a minimum and a maximum rate for that pay grade.

In addition, some positions shall be entitled to a per hour differential pay based on special required qualifications as determined by the City Manager, and some positions shall be entitled to a special overlay pay based on additional, specialized, and unique ongoing responsibilities as determined by the City Manager.

4.7 PAY PERIODS

For all non-exempt (hourly) employees the following pay periods shall apply. Non-exempt employees shall be paid bi-weekly on the Wednesday following the end of the pay period. For non-exempt employees the pay period shall cover two work weeks as defined in Section 3.4 Work Schedule.

Exempt employees shall be paid bi-monthly on the 5th and 20th of each month. The pay period for exempt employees shall be the first day of the month through the 15th day of the month and the 16th day of the month through the end of the month.

For both exempt and non-exempt employees when a pay date falls on a weekend, holiday, or federal holiday pay checks will be issued on the first workday preceding the holiday.

Any employee hired after July 1, 2005 must arrange with human resources for paychecks to be electronically direct deposited in a bank account.

4.8 PAY ADJUSTMENTS

The City may offer alternative types of pay adjustments including:

Performance Pay Increase – Wage adjustment based on the performance, proficiency, and merit of an individual employee for the immediate past year.

COLA Increase – Wage adjustment based solely on the cost of living adjustments as determined by the City Manager and approved by the City Council.

Certification Pay – Wage adjustment based on obtaining required certifications for certain positions.

Differential Pay – A per hour adjustment added to the base hourly rate based on special required qualifications as determined by the City Manager. Generally for non-exempt employees for the duration of assignment and/or additional duties.

Overlay Pay – An adjustment based on additional, specialized, and unique ongoing responsibilities as determined by the City manager. Generally for exempt employees for the duration of assignment and/or additional duties.

Water & Wastewater On-Call Pay – A payment of \$0.50 per hour for each hour that an employee is on call and \$0.75 per hour for each overtime hour that an employee is on call.

Labor Market Survey – A wage adjustment based on the results of a labor market survey that affects one or more pay grades.

Employees are not guaranteed any pay adjustments at any given time. Pay adjustments are subject to available funds and approval by the City Manager and/or City Council.

4.9 TRAVEL EXPENSES

The City of Storm Lake encourages the advancement and enrichment of employees' professional expertise and technical skills. Necessary expenses incurred by City employees involved in the above mentioned activities will be paid by the City in those cases where the activity has a direct benefit to the City and where attendance by the City employee at such activity will increase the employee's job performance.

City employees may perform official travel upon authorization of the Department Head and City Manager. All travel must be requested in writing on the Pre-Travel and Final Expense Approval forms prior to the occurrence of the trip, and must state justification for such travel.

The City of Storm Lake shall pay transportation costs for employees authorized to travel on official City business. The least expensive method of booking travel and hotels/motels will be used, with the bills going directly to the City if possible.

- A. Local travel agencies will be utilized, unless it advantageous for the City to use other agencies. The bill should be sent directly to the City for payment.
- B. Mileage will be paid to and from the appropriate airport and Storm Lake.
- C. Costs for parking a City vehicle or privately owned automobile will be reimbursed by the City upon presentation of appropriate receipts.
- D. Taxicab fares will be reimbursed as appropriate upon presentation of appropriate receipts.
- E. A city vehicle shall be used when practical. When travel is by personal vehicle, mileage will be paid at the rate established by the Internal Revenue Service. Mileage will be calculated using distance between cities and the office, with the Iowa Department of Transportation Map.
- F. Employees already receiving additional compensation for the daily use of their personal vehicle will receive a reduced rate equal to ½ of the IRS Rate for authorized trips exceeding 150 miles round trip. (See next page for DOT mileage)

4.10 REIMBURSEMENTS

- **MEALS**

A per diem shall be \$7.00 for breakfast, \$8.00 for lunch, and \$16.00 for dinner. Receipts will not be required for meals. Reimbursements for the meal per diem that are for same day travel not requiring an overnight stay will be a taxable benefit according to Section 61 of the Internal Revenue Code. These reimbursements will be paid on the next available payroll following the approval and submittal of the travel request.

An employee will only be reimbursed for breakfast when the starting time of the trip is before 6:00 am. An employee will only be reimbursed for lunch when the starting time of the trip is before 11:00am and the return time is after 2:00pm. An employee will only be reimbursed for dinner when the starting time of the trip is before 4:00pm and the return trip is after 8:00pm.

- **REGISTRATION AND LODGING**

Whenever possible, the employee attending conferences and seminars should pre-register, with the City paying the registration fee directly. In those cases where the employee pays for the registration at the time of the conference, the reimbursement request for the registration fee shall be supported by a receipt.

Only hotel/motel costs relating to the employee are reimbursable. Telephone calls and telegrams shall be reimbursable items only if incidental to the performance of official business. Excluded from reimbursements are movies, internet, etc.

The City of Storm Lake is exempt from State Sales Tax; however, any local hotel/motel tax must be paid. The employee should obtain a Sales Tax Exemption Certificate from the Finance Department to be given to the hotel/motel so that sales tax will not be charged.

If the starting time required is such that the Department Head and City Manager deem necessary, the employee may begin the trip the day before and be reimbursed for the preceding night's hotel/motel costs and any other incidental costs.

Employees on official City business may request a travel advance to cover expenses prior to the occurrence of the trip. Requests for advance travel funds shall be submitted to the City Manager at least ten (10) working days prior to the occurrence of the conference or meeting. Cash advances for other than meal per diem may be approved but are not encouraged. Approved advances will be released to the employee the day before actual travel is to begin. No cash advance for an amount less than \$50.00 will be made. All expenditures from cash advances must be accounted for on required forms the same as for reimbursement requests.

All receipts must accompany the final expense approval form before reimbursement will be made and must be turned in to the approving authority within five (5) days of return to work. State or Federal regulations shall be controlling in the case of any conflict with this policy.

4.11 LONGEVITY

Longevity shall be paid annually to employees who have worked for the City for continuous stated periods of time as follows:

<u>Required Period Completed</u>	<u>Amount per Year</u>
3 Years	\$225.00
5 Years	\$350.00
10 Years	\$600.00
15Years	\$850.00
20 Years	\$950.00

The above sum will be added to the paycheck of the affected employee on the first payroll following the employee's anniversary date.

Upon termination any employee who is eligible for longevity will receive a prorated amount of the sum listed above.

The police bargaining unit is not eligible for longevity pay.

5 LEAVE BENEFITS

5.1 HOLIDAY PAY

All full-time employees of the City of Storm Lake shall be eligible for the paid holiday benefit. Full-time employees shall be granted the day off with pay at their regular rate, provided that an employee may be required to work on the holiday if the City determines it to be necessary. If an employee is scheduled to work a holiday and does work the holiday, the employee shall receive pay at time and one-half (1 ½) the employee's current hourly rate of pay as determined by the current compensation schedule in addition to the 8 hour holiday pay.

In order to be eligible for receiving holiday pay, a full-time employee must have been employed for not less than sixty (60) calendar days, and, unless excused, must report for work on the last scheduled day before the holiday and on the first scheduled work day after the holiday.

No employee who is laid off, who is discharged, or who is under suspension will be eligible for holiday pay. Employees who are on FMLA leave and employees who are on unpaid leave also are not eligible for holiday pay.

The following ten (10) days are designated as holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, and one (1) Personal Holiday.

Police Department 12-hour shift employees will be paid 12 hours for a Personal Holiday taken. If a Police Department 12 hour shift employee is not on the work schedule for any other holiday besides his/her personal day, he/she will receive 8 hours of pay. These 8 hours shall not be considered hours worked when figuring overtime.

For all employees, except police patrol officers and lieutenants, if the holiday falls on Saturday, the preceding Friday shall be observed as the holiday and if the holiday falls on Sunday, the following Monday shall be observed as the holiday. A holiday shall commence with the first shift change on the day on which the holiday is to be observed and shall continue until the same time the next day.

In the event a holiday occurs within an employee's vacation period or a period of paid leave, such day will be counted as a holiday and not as a day of vacation or of paid leave.

5.2 VACATION PAY

All full-time employees of the City of Storm Lake shall be eligible for Vacation Pay.

Subject to and in accordance with the provisions of this article, employees shall earn paid vacations after continuous active service pursuant to the following schedule, to wit:

Eight (8) Hour Shift Employees		Twelve (12) Hour Shift Employees	
<u>Years of Service</u>	<u>Hours Earned</u>	<u>Years of Service</u>	<u>Hours Earned</u>
1	40	1	42
2	80	2	84
3	88	3	92
5	96	5	101
7	104	7	109
9	112	9	118
10	120	10	126
12	128	12	134
14	136	14	143
16	144	16	151
18	152	18	160
20	160	20	168

Vacation will be earned on a monthly basis (one-twelfth (1/12) of the annual vacation being earned each month) except that no vacation will be granted or paid to an employee unless the employee has completed the first year of service. An employee who leaves employment during a month will earn no prorated vacation.

The purpose of a vacation is to enable an employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be the individual employee's anniversary date to anniversary date.

All vacation time earned must be taken by the employee prior to the employee's anniversary date following the anniversary date during which the vacation was earned, unless the City Manager allows a portion of the earned vacation to be carried over to the next year based on a written request of the employee setting out unique circumstances to justify the request. If granted, the permission shall be in writing and shall be placed in the employee's personnel file.

No employee shall be entitled to vacation pay in lieu of vacation unless there are extenuating circumstances and approved by the City Manager. These would be events beyond the employee's or department's control.

An employee who terminates employment, voluntarily or involuntarily, shall receive any vacation pay earned by the employee and not previously taken.

The Department Head and/or the City Manager shall approve scheduling of vacation for all employees. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the City; provided that the final right to allot vacation periods, and the right to change such vacation periods is reserved exclusively to the City.

In the event that a holiday falls within an employee's vacation period such day will not be counted as a day of vacation.

Vacation pay shall be computed at the straight time rate of pay applicable to an employee's regular classification during the employee's vacation period.

Vacation leave shall be taken in increments of at least one (1) hour.

Police Department 12-hour shift employees will be charged 1 hour per 1 hour taken (i.e. 1 day of vacation will deduct 12 hours of vacation).

5.3 SICK LEAVE

All full-time employees of the City of Storm Lake shall be eligible for sick leave after employment of at least six (6) months.

Sick leave shall be used for personal illness and injury subject to the following provisions. Up to twenty-four (24) hours of sick leave per calendar year may be used for care of family members if the employee has the sick leave accrued. Sick leave will not be allowed to be taken if an employee is injured while working for a different employer who should be covered by Workers' Compensation.

*As of July 1, 2016 forty-eight (48) hours of sick leave may be used for care of family members per calendar year.

An employee shall accumulate sick leave equal to one shift day per month. (An eight-hour shift employee shall accumulate eight (8) hours of sick leave per month and a 12-hour shift employee shall accumulate twelve (12) hours of sick leave per month.) All employees shall have the right to accumulate unused sick leave up to a maximum of one thousand four hundred and forty (1440) working hours. Sick leave shall accumulate during each full or complete month that the employee continues to be a paid City employee. Sick leave does not accrue while an employee is on FMLA leave (paid or unpaid) or another type of extended unpaid leave under sections 5.9, 5.10 or 5.11 of this handbook.

An employee may be required to furnish a medical statement, at the employee's cost, from the attending physician for any absence chargeable to sick leave. This medical statement shall be used for the following purposes:

1. For the purpose of verifying illness or injury, and/or

2. Certifying the employee is able to work in the position held prior to the illness or injury.

To be eligible for sick leave payment, an employee shall notify the Department Head as soon as possible, but in any event not later than the starting time of the employee's workday, unless the employee is unable to notify the City because of an emergency.

No employee is entitled to compensation for unused sick leave time.

Termination of service shall terminate any and all obligation of the employer in connection with the unused sick leave time, except that upon termination an employee or the estate of the employee will be compensated for unused sick leave at the rate of one (1) hour's pay for each four (4) hours of unused sick leave that has accrued. Compensation will be based on the employee's regular straight time hourly wage at the time of termination.

Beginning the first day of absence resulting from a non-job related illness or injury, an employee shall be eligible for sick pay at the regular wage for the employee's accrued sick leave time.

An employee who elects to use sick leave to supplement Worker's Compensation or Disability must notify the employer in writing. If an employee elects to use sick leave, the City shall pay to such employee the amount by which such weekly worker's compensation or disability check is exceeded by the amount that such employee would have been entitled to receive as regular pay for the same period. Any amounts paid to an employee under this section shall be chargeable against employee's sick leave. The employee shall give a copy of each worker's compensation or disability check to the City in order for the City to calculate the proper amount of sick leave benefit. In no event shall the combined amount of such sick leave and Worker's Compensation or disability exceed the normal wage that the employee would have received from the City for the period involved. No employee may use sick leave to supplement Worker's Compensation paid as a result of an on the job injury for an employer other than the City.

No employee will be eligible for paid sick leave if the employee is a new employee in their introductory period and/or has not completed six (6) months of service.

5.4 FAMILY CARE LEAVE

All full-time employees of the City of Storm Lake shall be eligible for Family Leave after the first six months introductory period.

An employee may use up to twenty-four (24) hours of sick leave per calendar year to care for family members if the employee has accrued it.

*As of July 1, 2016 forty-eight (48) hours of sick leave may be used for care of family members per calendar year.

The intent of Family Care Leave is to allow full-time employees to use accrued sick leave for the purposes of caring for a sick, injured, or infirmed family member. In addition family care leave may be used for the purpose of attending doctor, dental, and vision appointments of family members.

Family leave shall be taken in increments of at least one (1) hour.

5.5 BEREAVEMENT LEAVE

In case of the death of a spouse, child (including a stepchild), parent (including stepparent), or spouse's parent (including spouse's stepparent) the employee will be granted up to five (5) full scheduled work days of paid leave which may be taken at any time commencing with the death of a spouse, child, or parent. The five days of bereavement leave shall be used within one year of the family member's death.

In the case of a death in the immediate family, an employee will be granted up to three (3) full days of paid leave in order to arrange and attend the funeral. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death of an immediate family member.

For the purpose of this section "immediate family" is defined as grandparents, spouse's grandparents, a sister (including stepsister), a brother (including stepbrother), or a sister or brother of a spouse (including stepsister or stepbrother of a spouse).

In the case of a death of a relative of the employee (including spouse's relative) through a first cousin but not in the immediate family, an employee will be granted up to one (1) day of paid leave to attend the funeral.

In the event that an employee requires additional time off from work in order to attend a funeral of a family member, the employee may, with written approval of the City Manager, be given additional time off from work without pay or as a deduction of vacation time or personal holiday.

An employee may be allowed time off from work not to exceed one (1) day, without pay, to attend the funeral of a friend, to serve as a pallbearer, or to serve in a military funeral.

The City shall comply with the current regulations of the FMLA as it applies to bereavement leave for family members serving in the military.

5.6 JURY/WITNESS LEAVE

An employee who is summoned for jury duty shall receive a paid leave of absence for the time the employee spends in such duty. An employee who is subpoenaed to testify in a legal proceeding to which the City is a party shall receive a paid leave of absence for the time required to provide such testimony. An employee who is subpoenaed to testify in a

proceeding to which the City is a not party and to which the employee is not a party shall receive a paid leave of absence for the time required to provide such testimony.

Such employee shall be entitled to retain jury service fees or witness fees.

An employee who is summoned for jury duty but who is not selected shall return to work immediately upon release from jury duty. An employee who is selected for jury duty or who is subpoenaed to testify shall return to work when released from jury duty or witness duty within the employee's scheduled work hours.

An employee who is called for witness or jury duty shall present his/her supervisor the original summons or subpoena from the court, and, at the conclusion of such duty, a signed statement from the Clerk of Court, or other evidence, showing the actual time in attendance at court.

5.7 MILITARY LEAVE

The City shall comply with state and federal law in granting leave of absence for military service. Members of the military are entitled to a leave of absence from their employment for the period of state active duty, National Guard duty, federal active duty, or civil air patrol duty without loss of status or efficiency rating, and without loss of pay during the first thirty (30) days of military leave.

5.8 VOTING LEAVE

The City shall comply with Section 49.109, Iowa Code, in granting time to vote.

5.9 PREGNANCY & MATERNITY LEAVE & LACTATION

Iowa Code Section 216.6(2)(e) provides job-protected pregnancy leave. There is no length of service or minimum hour requirement for an employee to be eligible for this job-protected leave under the Iowa pregnancy law. Depending on the employee's length of service to the City and the number of hours that the employee has worked in a twelve-month period, pregnancy leave may also be available under the provisions of the FMLA leave provided in Section 5.11 of this handbook. Employees who believe they are eligible for FMLA leave should follow the provisions set out in section 5.11 and in the appendix of this handbook.

A request for maternity leave should be made to the employee's supervisor as far in advance as possible and should be accompanied by a statement from the doctor stating the approximate date of delivery and estimated return to work date.

While on pregnancy and maternity leave, accrued sick leave will first be used. After accrued sick leave is used, accrued vacation leave, personal holidays, and compensatory time will be used. After vacation leave, personal holidays, and compensatory time is used, the remainder of the leave shall be unpaid.

When an employee returns to work after pregnancy and maternity leave, the City will provide reasonable break time for an employee to express breast milk for her nursing child for 1 year after the child's birth each time such employee has a need to express milk. The City will provide a place, other than a bathroom that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.

The location must be functional as a space for expressing breast milk, with a chair and electrical outlet. If the space is not dedicated to the nursing mother's use, it must be available when needed by the employee. A space temporarily created or converted into a space for expressing milk or made available when needed by the nursing mother is sufficient, provided that the space is shielded from view, and free from any intrusion from co-workers and the public.

Employees who use break time to express milk will be compensated in the same way that other employees are compensated for break time. In addition, the FLSA's general requirement that the employee must be completely relieved from duty or else the time must be compensated as work time applies.

5.10 OTHER EXTENDED LEAVES OF ABSENCE

POLICY

It is the policy of the City to grant employees extended leaves of absence under certain circumstances. Except as stated below, employees will not receive compensation during a leave of absence.

ELIGIBILITY

Employees generally are eligible for leaves of absence if they have completed at least one year of service, or as specified by law. The granting and duration of each leave of absence and the compensation received by the employee, if any, during the leave of absence will be determined by the City in conjunction with applicable federal and state law.

The following types of leaves will be considered:

FMLA Leave: The City will comply with the provisions of the federal Family and Medical Leave Act ("FMLA"). The Appendix to this policy outlines the FMLA's requirements including the rights and obligations of employees, notification requirements, and the City's obligations.

Sick Leave of Absence: Employees who are unable to work because of a serious health condition or disability may be granted a sick leave of absence. This type of leave covers disabilities caused by pregnancy, childbirth, or other related medical conditions. The

City requires certification of an employee's need for sick leave, both before the leave begins and on a periodic basis thereafter, by the employee's health care provider.

Maternity or Paternity Leave: Employees may be granted a parental leave of absence to care for a child upon birth or upon placement for adoption or foster care.

Family Care Leave of Absence: Employees may be granted a family care leave of absence for the purpose of caring for a child, spouse, or parent who has a serious health condition. The City requires certification of the family member's serious health condition, both before the leave begins and on a periodic basis, by the family member's health care provider.

Personal Leave of Absence: Employees may be granted a leave of absence to attend to personal matters in cases in which the City determines that an extended period of time away from the job will be in the best interests of the employee and the City.

Military Leave of Absence: A military leave of absence will be granted if an employee is absent in order to serve in the uniformed services of the United States for a period of up to five years (not including certain involuntary extensions of service). Employees who perform and return from service in the Armed Forces, the Military Reserves, the National Guard, or certain Public Health Service positions will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions, and length of service pay increases as required by applicable federal or state law.

FMLA Leave for Military Families:

- a. **Injured Service Member (Military Caregiver) Leave:** An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury which was sustained or aggravated in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness which was incurred or aggravated in the line of duty on active duty; or a veteran who has a serious injury or illness which was incurred or aggravated in the line of duty on active duty and who was a member of the Armed Forces, including the National Guard or Reserves, at any time within five (5) years of receiving the treatment that triggers the need for military caregiver leave. This military caregiver leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks for all types of FMLA qualifying reasons. The other types of FMLA leave remain subject to the 12-week limit per rolling year. When care for a covered service member is involved, spouses employed by the same employer are jointly entitled to a combined total of 26 weeks of leave during a single 12-month period for the birth and care of a newborn child, placement of a child for adoption or foster care, to care for parent who has a serious health condition, and to care for the covered service member.

- b. Active Duty Family Leave (Exigency Leave): Eligible employees are entitled to up to 12 weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is a member of any branch of the Armed Forces, including the National Guard or Reserves, and is on active duty in a foreign country or has been notified of an impending call to active duty status in a foreign country. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, attending post-deployment reintegration briefings, or military funerals. This leave is subject to the same aggregate 12 weeks of FMLA leave per rolling year as the traditional forms of FMLA leave.

Both types of military family FMLA leave are subject to certification or other verification requirements. Where an employee fails to timely comply with any such requirements, or where this process establishes time off and absences from work are not covered by FMLA, the FMLA leave may be delayed or denied and any absences and time off may be considered unexcused absences subjecting the employee to discipline up to and including termination of employment.

Educational Leave of Absence: Employees who want to continue their education in preparation for added responsibilities with the City may be granted an educational leave of absence.

Public Service Leave of Absence: Employees who want to accept temporary employment in federal, state, or local government or with an organization devoted to community service may be granted a public service leave of absence.

REQUEST FOR LEAVE

Request for an extended leave of absence or any extension of a leave should be submitted in writing to the employee's department head thirty days prior to commencement of the leave period, or as soon as is practicable. The department head will forward the request to the City Manager recommending approval or denial. The City Manager will make the final decision concerning the request. All employees on approved leave are expected to report any change of status in their need for a leave or their intention to return to work to the City Manager.

USE OF ACCRUED LEAVE

Every employee on a sick leave will be required to use all accrued sick, vacation, personal, and compensatory days while on leave. However, employees who are covered by the City's disability or workers' compensation insurance may only use sick leave to supplement insurance benefits not to exceed 100% of their normal wage. Every employee on a family care, personal, educational, or public service leave of absence will be required to use all accrued personal and vacation days while on leave. The City will provide health insurance and other benefits to employees on leave as required by law.

Benefits that accrue according to length of service, such as paid vacation, holiday, personal, and sick days, do not accrue during periods of leave.

REINSTATEMENT

Employees returning from a leave of absence will be reinstated to their same job or to an equivalent job with equivalent status and pay, as required by law. Employees returning from a sick leave must provide certification of their ability to perform the functions of their job. Employees returning from a military leave must also comply with all of the reinstatement requirements specified by federal law. If the same job, or one of equivalent status and pay, is not available as a result of a reduction in force, the employee will be treated in the same manner as though he were not on leave at the time of the reduction in force.

SPECIAL LEAVE OF ABSENCE

Employees who are unable to report for work because of arrest and incarceration will be placed on a special personal leave of absence. If the employee is unable to secure bail, the leave of absence will continue until final disposition of the charges. If the employee is freed on bail, a decision whether to allow the resumption of active employment pending disposition of the charges will be made by the employee's department head and the City Manager. They will determine whether resumption of active employment would be consistent with the City's needs and requirements.

FAILURE TO RETURN TO WORK

If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.

5.11 APPENDIX TO ARTICLE 31: FMLA NOTICE AND POLICY

Notice to Employees Regarding the Family and Medical Leave Act of 1993

The City will comply with all applicable requirements of the Family and Medical Leave Act of 1993 and its amendments ("FMLA").

The FMLA requires the City to provide eligible employees up to 12 weeks of unpaid, job protected leave in any 12-month period for certain family and medical reasons.

EMPLOYEE ELIGIBILITY

The FMLA defines eligible employees as employees who: (1) have worked for the City for at least 12 months; and (2) have worked for the City for at least 1250 hours in the

previous 12 months. The City will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

Eligible employees may take leave for the following reasons: (1) to care for a child upon birth or upon placement for adoption or foster care; (2) to care for a parent, spouse, or child with a serious health condition; or (3) when an employee is unable to work because of the employee's own serious health condition. According to the FMLA, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay), including any period of incapacity or any subsequent treatment in connection with the inpatient care; or (2) "continuing treatment" by a health care provider.

FMLA leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement. In addition, spouses both employed by the City are jointly entitled to a combined leave of 12 workweeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition. Eligible employees may take FMLA leave intermittently (for example, in blocks of time) or by reducing a work schedule in certain circumstances. If FMLA leave is to care for a child after the birth or placement for adoption or foster care, employees may take their FMLA leave intermittently or on a reduced work schedule only with the City's permission. If the FMLA leave is because of the employee's serious illness or to care for a seriously ill family member, the employee may take the leave intermittently or on a reduced work schedule if it is medically necessary.

NOTICE AND CERTIFICATION

Employees who want to take FMLA leave ordinarily must provide the City at least 30 day notice of the need for leave, if the need for leave is foreseeable. If the employee's need is not foreseeable, the employee should give as much notice as is practicable. When leave is needed to care for an immediate family member or for the employee's own illness and is for planned medical treatment, the employee must try to schedule treatment in order to prevent disruptions of the City's operations. In addition, employees who need leave for their own or a family member's serious health condition must provide medical certification from a health care provider of the serious health condition. The City also may require a second or third opinion (at the City's expense), periodic re-certifications of the serious health condition, and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The City may deny leave to employees who do not provide proper advance leave notice or medical certification.

BENEFITS DURING FMLA LEAVE

Employees taking leave under the FMLA are entitled to receive health benefits during the leave at the same level and terms of coverage as if they had been working throughout the

leave. If applicable, arrangements will be made for employees to pay their share of health insurance premiums while on leave. In some instances, the City may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave. The employee's use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave.

USE OF PAID AND UNPAID LEAVE DURING FMLA LEAVE

An employee must first use any accrued paid sick, vacation, personal, and compensatory days during an FMLA leave for the employee's own serious health condition or first use paid vacation, personal, and compensatory days for a seriously ill family member. In addition, the employee must use any accrued paid vacation, personal, or compensatory days (but not sick days) during FMLA leave to care for a newborn or newly placed child.

JOB RESTORATION AFTER FMLA LEAVE

The City will reinstate an employee returning from FMLA leave to the same or equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an employee on an FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period. Certain highly compensated key employees also may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the City's operations. A "key" employee is a salaried eligible employee who is among the highest paid ten percent of employees within 75 miles of the work site. Employees will be notified of their status as a key employee, when applicable, after they request FMLA leave.

OTHER PROVISIONS

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement, which provides greater family or medical leave rights. Salaried executive, administrative, and professional employees of the City who meet the Fair Labor Standards Act ("FLSA") criteria for exemption from minimum wage and overtime do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of leave required by the FMLA.

6 EMPLOYEE BENEFITS

6.1 MEDICAL INSURANCE

The employer offers, for each eligible employee, a health insurance policy. Under the Affordable Care Act employees are eligible for health insurance benefits if they are reasonably expected to work thirty (30) hours or more per week on average over the course of a year. The employer shall make the final decision as to any change in the policy, or as to any change in the carrier. The employee may elect to cover the employee's dependents under the policy. The level of employee contribution depends on the policy chosen, as may the level of benefits.

Coverage shall begin as set out in the policy and coverage will be in accordance with and to the extent provided under the terms of the policy.

Medical insurance is optional and an employee may elect not to participate in the City's medical insurance program.

6.2 LIFE INSURANCE

The employer maintains a group term life insurance policy for each employee in a face amount equal to the nearest thousand dollars of an employee's base salary not to exceed \$50,000.00. Coverage includes \$5,000 for spouse and \$500-\$1,000 for children, depending on age.

If an employee reaches the age of sixty-five (65), the coverage amount will be seventy-five percent (75%) of the employee's base salary not to exceed \$50,000. At age seventy (70), the coverage amount will be fifty percent (50%) of the employee's base salary not to exceed \$50,000.

The coverage of an employee shall begin as set out in the policy and coverage shall be in accordance with and to the extent provided under the terms of the policy.

6.3 LONG TERM DISABILITY INSURANCE

The employer maintains a group long-term disability policy for each employee.

6.4 DENTAL INSURANCE

The employer offers a dental insurance policy for each employee. The employer shall make the final decision as to any change in the policy, or as to any change in the carrier. The employee may elect to cover the employee's dependents under the policy. The level of employee contribution may vary, as may the level of benefits.

Coverage shall begin as set out in the policy and coverage will be in accordance with and to the extent provided under the terms of the policy.

Dental insurance is optional and an employee may elect not to participate in the City's dental insurance program.

6.5 CONTINUATION OF INSURANCE COVERAGE

Under state and federal law, the City must offer continuation of health coverage to full-time employees under certain termination-of-employment situations.

Please contact the Human Resources Office for a summary of employee rights and obligations under the law.

6.6 FLEXIBLE SPENDING ACCOUNT

Full-time employees are eligible to participate in the City's Section 125 Flexible Benefit Cafeteria Plan. As a part of the City's Section 125 plan, any premiums the employee pays for medical or dental insurance will be deducted from your paycheck on a pretax basis.

Eligible employees may also contribute pretax dollars to a flexible spending account to pay medical costs not covered by insurance and/or dependent care expenses. The Human Resources Office will distribute more information prior to the beginning of each plan year.

6.7 RETIREMENT

The retirement program for all full-time, part-time, and certain seasonal employees (except full-time police officers and fire fighters) is the Iowa Public Employee Retirement System (IPERS). For full-time police officers and fire fighters the retirement system is the Municipal Fire and Police Retirement System of Iowa (MFPRSI). Detailed information about both systems is available from the Human Resources Office.

6.8 LENGTH OF SERVICE AWARD

The City appreciates and recognizes the importance of the continuing service of employees with the City. All employees will be presented a Service Award commemorating service after their 5th, 10th, 15th, 20th, 25th, and 30th years of employment with the City.

6.9 WELLNESS PROGRAM

The City utilizes a local fitness provider to run a wellness program for employees. The overall program will be administered through a two level process that starts with the fitness provider reporting directly to an employee from each department. The Wellness

Committee will provide direction and feedback on the program to the City Manager and to the fitness provider. Final decisions will be recommended by the Committee but approved by the City Manager. The Wellness Committee will be led by the City Finance Department Manager.

The program will be evaluated annually based on a series of performance measurement steps developed by the City. These should include participation levels by department and by the City as a whole organization along with other group objectives, for example, total pounds lost, employees who have stopped smoking, etc.

The program will provide one-on-one feedback with a live person, and may also provide telephone, internet, and mail support from the fitness provider.

The fitness provider will provide a wide range of health-related assistance services, including healthy living components (smoking and alcohol abuse) in addition to weight loss programming. The program will include hands on activities, group and individual challenges, education, and coaching.

7 DIVERSITY

7.1 EQUAL OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Storm Lake to provide equal opportunity to all employees, applicants, and program beneficiaries; to provide equal opportunity for advancement of employees; to provide program and employment facilities which are accessible to the handicapped; and to administer its programs in a manner which does not discriminate against any person because of race, creed, color, religion, sex, sexual orientation, gender identity, national origin, disability, pregnancy, age, political affiliation, genetic information, or citizenship.

The City Manager has ultimate responsibility for the overall administration of the equal opportunity program. The total integration of equal opportunity into all parts of personnel and program management is the City Manager's responsibility. The City Manager will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statutes.

The City of Storm Lake guarantees the right of appeal and recourse. Any person who feels that he or she has been denied employment, participation, representation, or services in any program administered by the City of Storm Lake because of race, creed, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy, political affiliation, genetic information, or citizenship has the right to file an equal opportunity complaint. Information and assistance relative to equal opportunity complaints shall be provided by City Manager, who can be contacted at City Hall, 620 Erie, P. O. Box 1086, Storm Lake, IA 50588.

7.2 ANTI-HARASSMENT POLICY

It is the policy and practice of the City Council of Storm Lake and the City Administration of Storm Lake to provide a work atmosphere free of actual or perceived sexual harassment and/or sex discrimination, as well as harassment or discrimination based on any other protected characteristic.

Sexual harassment is described as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, in which a female or male is affected.

Harassment is described as verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of a protected characteristic of the individual (such as the individual's age or religious beliefs).

Examples of sexual harassment include, but are not limited to:

1. Sexually suggestive or obscene letters, notes, derogatory comments, epithets, slurs, or jokes.

2. Any inappropriate physical overtures of a sexual nature such as physical assault, impeding or blocking movement, touching, or any physical interference with normal work.

3. Gestures with a sexual connotation, displaying sexually suggestive or derogatory objects, pictures, cartoons, or posters.

4. Threats or insinuations that a lack of sexual favors will result in reprisal, such as withholding support for appointment, promotions, or transfer, punitive action, change of assignment, or a poor performance report.

Prohibited discrimination is described as unequal and unfair treatment of employees based on gender, or any other protected characteristic, with regard to personnel policies, benefits, and daily employment practice. Examples of sex discrimination include, but are not limited to:

1. Personnel management actions such as reassignment or transfer; termination or disciplinary measures; demotion, withholding of promotion or appointment based on gender.

2. Supervisory behavior, such as intentionally delegating undesirable work assignments based on gender.

3. Favoritism in the form of employment opportunities or other benefits in exchange for submission to requests for sexual favors, resulting in denial of such opportunities for other members.

4. Employee or supervisory behavior inclusive of making derogatory comments, epithets, slurs or jokes; posting/circulating derogatory pictures, cartoons, posters, graffiti, or drawings; or writing derogatory words, messages, or letters which are inflicted on a member of the opposite sex to encourage transfers, reassignment, or resignation.

Policy

The City of Storm Lake does not condone or tolerate any conduct or practice by its employees that may be construed as sexual harassment and/or sex discrimination. Harassment on the basis of any other protected characteristic is also strictly prohibited.

Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, creed, sex, gender identity, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that

of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Any conduct of a sexual nature or behavior determined by an individual's gender which creates an intimidating, hostile, or offensive working environment shall not be tolerated.

Gender or sexual favors shall never be a factor affecting or influencing a member's employment, promotion, performance evaluation, disciplinary action, or assignment in the city.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on City time or using City equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

Employees are expected to report incidents involving conduct that may be construed as prohibited harassment and/or discrimination. Although an incident may not be overt or intentional, it may be perceived by the reporting employee as harassment and/or discrimination which is prohibited.

Procedure

Employee's Responsibility: Complete a written statement of all of the circumstances surrounding the incident or incidents. Submit the written statement along with an oral statement of what occurred to the Department Supervisor for which you are employed.

Department Supervisor's Responsibility: The Department Supervisor shall review the written complaint as well as take notes from the reporting employee. The Department Supervisor shall then interview all witnesses, collect all evidence of the harassment, and formulate same into a prepared report. Said report shall be forwarded to the City Manager in a sealed envelope. This report shall be forwarded to the City Manager's office within 14 days of the filing of the complaint.

City Manager's Responsibility: The City Manager shall review the report by the Department Supervisor. Subsequent to reviewing the report, the Manager will ascertain if any additional investigation needs to be conducted.

If additional investigation is required, then the Manager shall complete the investigation or appoint a designee on his/her behalf to do so.

After the Manager has reviewed all of the facts, then he/she will determine if prohibited harassment or discrimination has occurred. If harassment or discrimination has occurred,

then the Manager will determine what disciplinary action will be taken. (In the case that a Fire Fighter or Police Officer under the authority of the Civil Service Commission is named in the complaint, then disciplinary action in accordance with Chapter 400 of the Iowa Code will apply.)

If the employee is alleging that the Department Supervisor is initiating the prohibited harassment or discrimination, then the employee shall file his/her complaint directly with the City Manager's office.

If the employee is alleging that the City Manager is initiating prohibited harassment or discrimination, then the complaint shall be filed with the City Attorney's office and investigated by the City Attorney or his/her designee. The investigation report will be forwarded to the City Council.

Records

All reports and allegations of prohibited harassment and discrimination will be maintained in the personnel files in the City administration offices.

The City Manager will make an annual written report on the number of prohibited harassment and discrimination reports filed within the City and submit said report to the Mayor and City Council at the completion of each calendar year.

7.3 AMERICANS WITH DISABILITIES ACT AND ADA AMENDMENTS ACT

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and require employers to provide reasonable accommodations when needed, so that employees with a disability may perform the essential job duties of the position. As stated elsewhere in this Handbook, the City of Storm Lake shall not discriminate against any applicant or employee because of a disability. The City of Storm Lake will endeavor at all times to provide reasonable accommodation to applicants or employees with a disability unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by a reasonable accommodation or if the accommodation creates an undue hardship to the City. A disability will affect a person's employment only when and if it is determined that individual cannot perform the essential functions of the job, even with a reasonable accommodation. Contact the Human Resources Department with any questions or requests for accommodation.

The City will keep medical information confidential, consistent with federal and state law. If the employee needs an accommodation to perform a specific job, then the employee must disclose information relevant to the accommodation, and then this information will be kept confidential in the same manner as other employee medical information.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the City requests that employees not provide any genetic information when responding to any request by the City for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

7.4 CERTIFICATION TRAINING ASSISTANCE POLICY

The City of Storm Lake understands that for certain positions certification is a requirement of the position and in addition a requirement to move up within the organizational structure. As such the City has created this policy to outline the City's role in the employee's certification acquisition process.

The City will provide, in general, at the time of hire through a written letter a timeframe in which the employee will have to achieve the certification level required for their job. If the employee does not obtain the required certification by the deadline established the City shall have the option to take corrective action including and up to termination of the employee.

The City shall provide for paid time away from the normal duties assigned to the employee to travel to and from a testing and/or training location and the time required for the test and/or training.

The City shall pay for the cost of registration and the testing fee for up to two attempts to achieve a designated certification. Anything beyond the second attempt (third and further) shall be at the sole expense of the employees.

As a form of encouraging employees to obtain cross certification and higher levels of certification beyond the required level, the pay scale for each position provides for additional compensation as indicated. The City shall pay as outlined in this policy for the cost of registering for and taking the test for certification up to a maximum of two times per certification. The City shall provide paid work time to take the examination as the work schedule permits. For certification above the required certification or for cross training for the position, the Department require the employee to schedule a certification test or receive training so that the City's needs and best interests are met.

8 EMPLOYMENT

8.1 CLASSIFICATION

The classification plan is comprised of a schematic list of classes supported by written specifications setting forth the duties and responsibilities of each class and the qualifications necessary for appointment to a position of that class.

The classification plan shall be used:

1. To provide like pay for like work.
2. To establish qualification standards for recruiting and testing purposes.
3. To provide management with a means of analyzing work distribution, areas of responsibility, lines of authority, and other relationships between portions.
4. To assist management in determining budget requirements.
5. To provide a basis for developing standards of work performance.
6. To establish lines of promotion.
7. To indicate training needs.

A class shall be comprised of one or more positions that are so nearly alike in the essential character of their duties and responsibilities that the same pay scale, title and qualification requirement can be applied and they can fairly and equitably be treated alike under the like conditions for all other personnel purposes. The same qualification requirements shall be applied to all positions in a class regardless of the department in which the position is located.

TITLE

The title of a class shall be the official title of every position allocated to that class for personnel purposes.

CLASS SPECIFICATION

The class specification shall state the characteristics, duties, responsibilities, and qualification requirements, which distinguish a given class from other classes. The specification shall be descriptive but not restrictive; that is, the class specification shall describe the more typical types of work, which may be allocated to a given class but shall not be constructed to restrict the assignment of other duties related to the class.

POSITION ALLOCATED TO CLASS

Every employee shall be allocated to a class in the classification plan. Such allocation shall be made on the basis of the duties of the position and in accordance with the personnel rules.

When a creation of a position is under consideration, the Department Head shall send the City Manager a request for classification of the position with a description of the duties and responsibilities. The City Manager may allocate the position to the proper class after analysis and evaluation of duties and responsibilities without regard to the personal characteristics, abilities, or qualifications of the employee, the department for which the work is done, or the budgetary availability of money.

If there is no class to which a new position can properly be allocated, the City Manager is authorized to create a class to which the position may be allocated and to designate the pay grade applicable to such class.

When the assignment of an employee has changed substantially as to kind or level of work, the Department Head shall be responsible for the preparation of a position description and the initiation of a classification action. The City Manager shall determine whether the position has changed sufficiently to justify re-allocation.

The City Manager may, at any time, review a position, which is not properly classified and may assign the position to the proper class. Re-allocation of Civil Service classification shall be according to Chapter 400, Iowa Code.

The creation of a new position and the assignment of duties (whether temporary or permanent, incidental or essential, and including changes in location of work, equipment and tools used) shall be wholly the responsibility of the City Manager. The classification plan shall in no way operate or be construed to operate to interfere with the responsibility of the City Manager to establish or reestablish positions.

If the Department Head or the employee who is affected disagrees with a classification decision, the Department Head or employee may submit a written memorandum to the City Manager requesting a review of the decision.

8.2 HIRING AND EMPLOYMENT OF RELATIVES

An applicant who is a relative of a full-time permanent employee, a Council Member, the Mayor, a Library Board Member or an Airport Commission Member shall not be hired or transferred to any position when such employment:

- a. Would result in relatives working in the same department;

- b. Would place an employee in a position where supervisory or administrative control would be exercised over or received from a relative.
- c. Would place an employee in a position that would grant access to confidential information concerning actual or potential administrative or disciplinary action to be taken against a relative.
- d. Would result in a relative of the Mayor and/or Council Member working for the City except when the City election creates the conflict.

A marriage of two employees within the same department taking place subsequent to hire shall be considered a violation of this policy and shall require the transfer or termination of one of the employees in one of the following ways:

- a. Either of the employees may voluntarily resign;
- b. The least senior employee shall resign; or
- c. Either of the employees may be allowed to transfer to another department if a position is available, the employee is qualified, and the approval of the Department Head is granted.

Such termination or transfer shall be effective not later than the date of marriage.

For purposes of this policy, “relative” shall mean and include: the spouse of the applicant; a person, or the spouse of the person, related to the applicant within the third degree (inclusive) by consanguinity; a person related to the applicant within the third degree (inclusive) by affinity; and a person who is a step-relative of the applicant, and their spouses.

“Marriage” shall mean and be deemed to include the establishment of a conjugal relationship and common household, whether with or without the benefit of legal matrimony, and persons in such a relationship shall be deemed to be “spouses”.

This policy is adopted for the purpose of maintaining a flexible and responsive work force by reducing the possibility of divided loyalties which could adversely affect the proper administration of the City’s affairs; and to avoid the erosion of confidence resulting from favoritism and/or the appearance of favoritism in the hiring or treatment of employees.

The City Manager shall cooperate with the Civil Service Commission in screening out at the earliest possible stage an applicant whose hire would be prohibited by this policy. Depending upon the circumstances presented, the Civil Service Commission shall either refuse to accept an application from, refuse to test, or remove from any list, an applicant who is ineligible for appointment by reason of this policy. The City Council, by majority

vote, may waive this policy if in the Council's discretion, specific circumstances warrant waiver.

As to applicants for positions not covered by Civil Service the individual Department Head will cooperate with the City Manager in screening out an applicant whose hire would be prohibited by this policy.

The City Manager, as appointing authority, may refuse to appoint any applicant whose hire would be prohibited by this rule, regardless as to whether the fact of the existence of a prohibited relationship was known or should have been discovered in the screening of the applicant.

Each department and each employee under the jurisdiction of the City Council is governed by this policy. The Civil Service Commission shall be required to enforce the provisions of this policy.

8.3 LIGHT DUTY AND LIMITED DUTY

An employee reporting for duty must be fit to perform all substantial tasks and responsibilities normally required of the position to which the employee is assigned.

Light duty is the assignment of an employee to a position other than the one being occupied by the employee on a regular basis or the elimination of any substantial task or responsibilities normally required of the employee in the employee's regularly assigned position.

Limited duty is defined as the reduction of the hours of work or workload assigned to an individual, without eliminating substantial tasks or responsibilities normally required of the position to which that individual is assigned. No employee is entitled to a light duty assignment, except as may be required by the Americans with Disabilities Act or the Iowa Civil Rights Act. However, at its sole discretion, the City may provide a light duty assignment to an employee.

Limited duty assignments may be made to employee in those circumstances hereinafter set forth:

- The employee is temporarily incapacitated, but can perform limited duty as defined below.
- The employee desires to voluntarily return to work.
- The employee has written permission from a licensed physician to return to work.
- The position being occupied by said employee is such that it is not feasible to employ a temporary substitute through normal channels.

- The department does not have to have sufficient personnel to absorb the duties of the individual without affecting the ability of the department to accomplish its goals and objectives.
- The limited duty to be performed by employee would directly contribute to the overall mission of the department, and that it would be in the best interest of the City to allow the employee to perform such duty.

Limited duty assignments will be limited initially to a period of thirty (30) days. The City Manager may make thirty (30) day extensions of such assignments. The City Manager may terminate a limited duty assignment at any time if he determines that such assignment is no longer in the City's best interest.

An initial request for limited duty assignment or an extension thereof shall be submitted to the City Manager by the Department Head in memo form, setting forth the justification and recommendation for such assignment, and the period of time for which such assignment is being requested. Such request shall be subject to review by the Supervisor prior to approval by the City Manager.

This Article shall not be construed so as to prohibit or prevent the City from making a reasonable accommodation for an employee who has a disability.

8.4 PROCEDURES FOR HANDBOOK GRIEVANCES AND APPEAL OF SUSPENSIONS, DEMOTION, OR DISCHARGE.

The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance and to provide a hearing for an employee who is suspended, demoted, or discharged.

A grievance is defined as a dispute with an employee with regard to the interpretation, application or violation of any of the express terms and provisions of this Handbook.

An employee in the Civil Service System who is suspended, demoted or discharged shall follow the procedures and provisions set out in Chapter 400, Iowa Code.

A request for a hearing to resolve a grievance for all employees as to the alleged violation of terms of this handbook or to appeal a discharge, suspension or demotion for employees not covered by Civil Service must be submitted in writing to the office of the City Manager within ten (10) days following the occurrence of the alleged violation of the handbook provisions or the suspension, demotion or discharge.

The request shall contain the name of the person making the request, a description of the action being appealed or grieved, and the relief sought.

The Manager shall, within ten (10) working days after receiving a proper request, give notice in writing to the grievant or appellant of the date, time and location of the hearing.

The grievant or appellant may be represented by counsel or by another person and may present evidence and cross-examine witnesses.

Compensation for representatives and witnesses shall be in accordance with section 5.6 of this handbook.

The City Manager shall affirm, reverse, or modify the original action in writing according to the facts and merits of the case. In the event of the removal from a position as an employee, such employee shall be entitled to a public hearing before the City Council pursuant to section 372.15 of the Iowa Code. Civil service employees may be discharged and may appeal their discharge pursuant to the provisions of Iowa Code chapter 400.

8.5 LEAVE TRANSFER PROGRAM (DONATED LEAVE)

ELIGIBILITY

In some cases, employees may be eligible for the leave transfer program where other employees donate paid leave time that can be transferred to others in special emergencies. To be eligible for leave transfer, it must be determined that a full-time employee's absence without paid leave is because of a personal or family medical emergency which is expected to last at least 40 hours, not necessarily consecutive hours.

The decision to grant leave transfer will be made on a case-by-case basis at the discretion of the City Manager.

RECIPIENTS' LIMITATIONS

If the employee is affected by a personal medical emergency, the employee must exhaust all vacation, sick leave, compensatory time, and personal holiday before going into a leave transfer status.

If the employee is affected by a family medical emergency, the employee must exhaust vacation leave, compensatory time, personal holiday, and family leave before going into a leave transfer status.

Donated leave may only be applied to the recipient employee's account once he or she goes into a non-pay status.

An employee receiving donated leave is eligible to accrue vacation and sick leave, which will be frozen for use after the medical emergency ends.

An employee may receive leave from City of Storm Lake Employees who are eligible to participate in the Leave Transfer program.

DONORS' LIMITATIONS

The following limitations apply to leave donors:

1. Only vacation leave or personal holiday may be donated.
2. A donor may only donate unused vacation or personal holiday that is in his or her account at the time of the donation.
3. In any one year, a donor shall not donate more than one-half of the vacation leave he or she would be entitled to accrue during one year.
4. Employees may not transfer leave to their immediate supervisor.

APPROVING OFFICIALS

The designated approving official is the City Manager.

WAIVERS

Limitations in paragraph 3 above may be waived under unusual circumstances when both of the following apply:

1. The donated leave does not exceed the number of hours required to keep the recipient in a pay status for the remainder of the medical emergency; and
2. There is an insufficient amount of leave available from other donors.

Waiver requests must be:

1. Documented in writing, and include:
 - a. Description of the unusual circumstances; and
 - b. Justification for waiving the normal limitations.
2. Submitted to the City Manager.

APPLYING TO BE A RECIPIENT

A potential leave transfer recipient may be required to submit the following documents, to the City Manager.

1. A brief statement of the nature and severity of the medical emergency.
2. A medical statement from the physician specifying:

a. Employee has, or will have, a personal or family medical emergency that requires an absence from duty of 40 hours or more.

b. Beginning date of the emergency period.

c. Anticipated or actual date that the medical emergency will cease.

3. A statement that the employee is not receiving unemployment benefits or workman's compensation or long-term disability in connection with the medical emergency for which he or she is requesting transferred leave.

4. A statement from the supervisor indicating that the employee has, or will have, at least 40 hours of unpaid leave.

If the employee is incapacitated and cannot submit documentation, a personal representative may do so on the employee's behalf.

APPLYING TO BE DONOR

A donor may donate leave to the approved leave recipients by submitting a *Request to Donate Leave* form to the City Manager.

USE OF TRANSFERRED LEAVE

A recipient's use of donated leave may be subject to supervisory approval in the same manner as approving regular annual leave. The employee's continued absence from the job and its impact on service efficiency must be considered when granting or denying leave.

The approval and use of transferred leave are subject to the conditions and requirements of regularly accrued leave.

Transferred leave must be used on a current basis where it is paid out to the recipient as it is donated and accrues.

Leave will be used by the recipient in the order donated and any unused donated leave will be returned to donors in the order of the most recent received first.

Transferred leave may not be:

1. Transferred to a leave recipient other than the person specified.

2. Included in a lump sum for leave.

CONFIDENTIALITY

Applications to receive donated transfer leave time and the records showing who donates transfer leave time shall be maintained as confidential records.

9 WORKPLACE SAFETY

9.1 PURPOSE

The purpose of this policy is to establish guidelines designed to enable the City of Storm Lake to comply with the Commercial Driver's License Regulations, Code of Federal Regulations, Title 49 (49CFR), Part 382. The general purpose of the Federal Regulations and the City policy is to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles. The City of Storm Lake policy will be implemented through a consortium of other local governments, contractors, or governmental agencies.

9.2 ENFORCEMENT

This policy must be enforced for any driver with a commercial driver's license who operates a commercial motor vehicle for the City of Storm Lake, including regularly employed drivers, casual, intermittent or occasional drivers; leased drivers and independent/owner-operated contractors. Drivers exempted from the Federal Regulations are also exempted from the City of Storm Lake's policy.

In the event of a conflict with the City policy and the provision of 49 CFR, Part 382, the provision of the Federal Regulations will prevail.

Testing requirements address two specific areas: Drug and alcohol abuse. This policy outlines the consequences for City employees in each of these areas.

9.3 USE OF CONTROLLED DRUGS

If the test of an employee who is subject to the requirements of the Federal Department of Transportation drug and alcohol testing results in a Medical Review Officer verified positive test for the use of drugs, the following consequences shall apply:

First Positive Verified Test - The employee will be terminated immediately (pursuant to the normal termination procedures).

9.4 USE OF ALCOHOL

If the test of an employee, who is subject to the requirements of the Federal Department of Transportation drug and alcohol testing, results in an alcohol concentration of 0.02 but less than 0.04, the following consequences shall apply:

A. Upon receiving the first positive test results, the employee shall be removed from active work status for one day and shall not be allowed to take that day as a sick and/or vacation day. This shall be a day off without pay. The employee will be referred to an

appropriate substance abuse professional for assessment or enrollment in a treatment and rehabilitation program, if recommended.

The expenses for the rehabilitation program shall be paid entirely by the employee with no City funds, other than employee health insurance funds, to be expended for the rehab program. An employee required to take time off in order to participate in a rehabilitation process may use accrued sick leave, vacation time, compensatory time, personal holidays, and/or unpaid leave.

Participation in an abuse treatment and rehab program will not result in disciplinary action. However, the employee's duties will be re-assigned until the Medical Review Officer or substance abuse professional determines that the employee may return to duty. Successful completion of the prescribed program will be required for that employee to continue employment with the City.

Employees who undergo treatment and counseling under this policy and who continue to work must meet all established standards of conduct and job performance.

B. Upon receiving the second positive test result, the employee shall be terminated immediately (pursuant to the normal termination procedures).

If the test of an employee, who is subject to the requirements of the Federal Department of Transportation drug and alcohol testing, results in an alcohol concentration of 0.04 or greater, the following consequence shall apply:

Upon receiving the first positive Medical Review Officer verified test of 0.04 or greater alcohol concentration, the employee shall be terminated immediately (pursuant to the normal termination procedures).

Whenever the term "alcohol concentration" is used in the policy the definition for that term shall be as found in 49 CFR 382.107.

Whenever the term controlled substance is used in this policy, the definition for that term shall be as found in 49 CFR Part 382 and 49 CFR Part 40.85.

9.5 GENERAL SAFETY POLICY

An employee shall cooperate fully in following the health and safety policies of the City, and in complying with Federal and State health and safety regulations.

An employee required to wear a safety helmet shall wear it during work activities requiring such protection. A supervisor will set an example for the employee. No employee need wear a safety helmet when traveling in a vehicle, which does not require the use of a helmet.

Any travel in a city vehicle shall require the use of a seat belt by each occupant. In a vehicle without seat belts, the City Manager may require installation of such equipment to insure the safety of the operator. This rule applies to all vehicles including mowers, tractors, loaders, trucks, cars, and graders.

Safety equipment shall be utilized to protect the employee by the use of goggles; self-contained breathing apparatus and ventilation equipment, hearing protection, safety harness and a buddy system where necessary. Safety equipment shall be determined by the Department Head and approved by the City Manager.

An employee should have concern for the employee's own safety as well as the safety of fellow workers.

All adopted safety policies shall be available to all employees. All employees shall follow the safety policies adopted for their department.

9.6 USE OF TOBACCO

As provided by Iowa Code Chapter 142D (Smoke-free Air Act), smoking is permitted only in certain designated areas. Be alert to observe and obey "No Smoking" rules where they are posted. Be particularly careful about not smoking where it would be a fire hazard. Smoking is also prohibited in city-owned vehicles.

Tobacco use will not be permitted by employees or visitors in buildings owned or in space leased by the City when that space is predominately occupied by City employees.

Examples of buildings in which tobacco use will not be permitted in the interiors are: the Buena Vista County Court House, City Hall, Law Enforcement Center, fire stations, neighborhood centers, public works buildings, and treatment plants.

Tobacco use is not permitted in City owned and leased enclosed vehicles including passenger cars and trucks regardless of the number of occupants.

9.7 SAFETY COMMITTEES

The Safety Committee is an important part of the City of Storm Lake safety and loss control efforts. Managers and supervisors can gain valuable assistance in their areas by a joint effort with their committee members. Committee membership is a voluntary service.

10 EMPLOYEE EXPECTATIONS

10.1 OFF-DUTY EMPLOYMENT

A full-time employee may be employed elsewhere, or self-employed, during the time that the employee is not on duty or employed by the City, provided that such off-duty employment shall in no way impair the employee's ability to perform for the City and provided that such off-duty employment does not create a conflict of interest in the performance of the employee's duty for the City. Performance of duty for the City shall be the primary obligation of each employee, and shall be subordinate to no other employment.

10.2 RESIDENCE REQUIREMENTS

It is preferred and strongly recommended that employees of the City of Storm Lake live within the corporate limits. Employees living outside the corporate limits shall live within twenty (20) miles of City Hall (620 Erie St, Storm Lake, IA) and have a maximum 30 minute response time. A more restrictive residency requirement may be implemented by departmental rules as approved by the City Manager.

Department Heads shall reside within the City Limits.

It is preferred that residency is established no later than six months after the date of hire and this requirement shall be maintained throughout employment with the City unless otherwise agreed to in writing by the City Manager. Moving outside the required residential boundaries of the city shall be considered a voluntary resignation.

A present employee whose residence is not in compliance with these requirements, but is able to respond within the allowable response time shall be required to comply with this policy at such time as the employee moves from the employee's present residence unless otherwise approved in writing by the City Manager.

Seasonal employees must reside in the State of Iowa and within a forty-five (45) mile radius from City Hall and/or 45 minute response time to their reporting location (office).



10.3 UNIFORMS AND EQUIPMENT

The employer shall furnish the employee any item of clothing or equipment required by the employer as part of the employee's uniform. Efforts shall be made to buy local if possible.

For the purpose of this policy the following definitions shall apply:

Non-taxable Uniforms- Clothing that is purchased by the city, that is required as a condition of employment and has an identifiable City logo. All personal protective equipment is considered to be non-taxable. These uniforms shall not be worn for personal use outside of work.

Taxable Uniform Allowance- Clothing that is purchased by employees that is not required to be worn as a condition of employment, doesn't have an identifiable City logo, and can easily be worn outside of the workplace for non-work related activities.

An employee shall be responsible for properly caring for said required clothing and equipment. Worn-out or damaged items of clothing or equipment required by the

employer as part of the employee's uniform shall be turned in to the employer at the time that replacement items are issued. Upon termination of employment or when ordered to do so by the employer, the employee shall immediately return all types of clothing and equipment to the employer.

No non-taxable uniform item of clothing or equipment shall be utilized by an employee for any personal use (during off duty time).

Section 61 of the Internal Revenue Code identifies uniform allowance as a taxable fringe benefit unless it is specifically required as a condition of employment and is not worn or adaptable to general usage as ordinary clothing. Employees who are allowed a uniform allowance during the fiscal year are responsible for purchasing any items of clothing under the allowance. Following the purchase, the employee is required to submit invoices to their supervisor showing proof of payment in order to be reimbursed. The amount of reimbursement will be set annually in the budget by the City Council. Reimbursement will be made to the employee on the next available payroll following the submittal and approval of invoices.

In the event of destruction or damage while in the performance of the employee's duty, a personal item which is required to be used while on duty may be repaired or replaced at a reasonable price not to exceed fifty dollars (\$50.00).

The City Manager shall review claims and make a decision based upon the report submitted, the frequency of claims from the individual, and any fault on the part of the employee.

The employee shall make a written report to the Department Head and City Manager within three (3) days of the event causing the loss. The Supervisor will verify all information to the City Manager when the report is submitted. The report shall include a description and the value of the item destroyed; the circumstances leading to the destruction or damage of the item; and the reason that the item was required to be used in the performance of the employee's duty.

10.4 TELEPHONE USAGE

Employees using a telephone to conduct City business represent themselves, their department, and the City. To be a good representative, employees should always identify themselves and their department. When answering the telephone, employees should always answer promptly, identifying themselves and their department, and ask if they may leave a message if the caller wishes to speak to someone else in the office who is unavailable at that time.

City phones are primarily for business use. Personal calls should be kept at a minimum. Under no circumstances should employees make long distance personal calls through a City phone, except in any emergency where said call is approved by their supervisor and charged to the employee's home phone or credit card, or made collect.

Policies relating to employees' use of cell phones and smart phones are addressed in sections 10.12 and 10.14.

10.5 MEETING IN THE PUBLIC

The City has a great number of officials, visitors, and citizens contact the City each year. Many of them will form an opinion of the City based on how well they are treated by employees. All employees should assist in being helpful to these individuals while they are here.

10.6 SOLICITATIONS

No salesperson or organization will be permitted to solicit any City employee regarding personal matters during the employee's working hours.

10.7 FINANCIAL RESPONSIBILITY

Employees are expected to manage their financial affairs in a manner that will protect the City from becoming involved in their legal proceedings or collection actions.

10.8 APPROPRIATE DRESS

Appropriate dress must be observed both for safety and for public relations. The interpretation of "appropriate dress" is a responsibility of the City Manager.

10.9 CITY VEHICLE USE

Personal use of city vehicles is strictly prohibited.

10.10 BREAKS

No breaks in the work schedule are required nor shall they be allowed unless approved by the Department Supervisor and City Manager, except as provided by state or federal law.

The City Manager shall designate break areas.

All employees shall adhere to this rule.

10.11 SECURITY INFORMATION POLICY

PURPOSE OF POLICY

For the protection of the citizens of Storm Lake, city employees, visitors to City facilities, persons in the custody or the care of the City, and for the protection of City property, the

Storm Lake City Council has adopted this Security Information Policy, pursuant to the Code of Iowa, Section 22.7(52)(2006). The City complies with all open record laws set by the state of Iowa (Iowa Code Chapter 22).

SUMMARY

The Storm Lake City Council has determined that disclosure of certain confidential information developed and maintained by the City concerning security procedures, emergency preparedness and any other types of information classified as confidential by the Iowa Code and Federal Law could reasonably be expected to jeopardize such citizens, employees, visitors, persons or property.

INFORMATION DESIGNATED AS CONFIDENTIAL

The following information shall be kept confidential unless otherwise ordered by a court, by the lawful custodian of the records or by another person duly authorized to release such information.

- a. Information directly related to vulnerability assessments;
- b. Information contained in records relating to security measures such as but not limited to security and response plans, security codes and combinations, passwords, restricted area passes, keys, security or response protocols;
- c. Emergency response protocols;
- d. Architectural, engineering or construction diagrams;
- e. Pre-Planning floor plans and documents;
- f. Confidential information contained in telephone, email and hard copy records that is part of a pending investigation. Investigation related telephone, email and hard copy related records;
- g. Tactical Team response tactics and protocols;
- h. Tactical and strategic response plans as listed in the police and fire department Standard Operating Guidelines;
- i. Law enforcement investigative reports for pending and on-going investigations;
- j. Law enforcement investigative intelligence reports;
- k. Special Event plans and response protocols;
- l. Executive protection plans and response protocols;

- m. Emergency Operations Center staffing, activation and design plans;
- n. Information contained in records that if disclosed would significantly increase the vulnerability of critical physical systems or infrastructures of the city to attack.

10.12 WHISTLEBLOWER POLICY

It is the purpose of this policy to provide City Officials with a means by which to report improper governmental action, to protect those City Officials who make good-faith reports to appropriate governmental bodies and to ensure that there will be no retaliation for having made such reports. For purposes of this policy, the term “City Officials” means elected officials, commission members, board members, committee members, employees and professional consultants.

It is the policy of the City that all City Officials are encouraged to disclose, to the extent not expressly prohibited by law, improper governmental actions of any City Officials. Every City Official has the right to report to the appropriate person, information concerning an alleged improper governmental action.

“Improper governmental action” is any action by any City Official that:

- a. Is undertaken in the performance of his/her duties, whether or not the action is within the scope of the City Official’s employment; and
- b. Is in violation of any federal, state or local law or rule;
- c. Is an abuse of authority;
- d. Is of substantial and specific danger to the public health or safety; or
- e. Is a gross waste of public funds

“Improper governmental action” does not include personnel actions, including, but not limited to, employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployments, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of applicable collective bargaining and civil service laws, alleged labor agreement violations, reprimands, or any other personnel action taken under authority of state law.

“Abuse of authority” means intentional misuse of power or position by any City Official for an improper purpose.

“City Official” means all City elected officials, commission members, board members, committee members, employees and professional consultants.

“Emergency” means a circumstance that, if not immediately changed, may cause damage to persons or property.

“Good faith” means action taken after a reasonable investigation of facts available to the City Official, and after due consideration and with an honestly held belief that there was improper conduct.

“Gross waste” means a significant or recurring intentional misuse of public funds, and does not include unintentional errors.

“Retaliatory action” means any adverse change in a City Official’s employment status or in the terms and conditions of a City Official’s employment based on the reporting by the City Official of improper governmental actions.

REPORTING PROCEDURES FOR IMPROPER GOVERNMENTAL ACTION

A City Official who becomes aware of improper governmental actions shall raise the issue first with his/her Department Head. If the action involves an elected official, then the report shall be made to the City attorney. The City Official shall submit a written report to the Department Head or to some person designated by the Department Head, stating in detail the basis for his/her belief that an improper governmental action has occurred. Where the City Official reasonably believes the improper governmental action involves his/her Department Head or for some other reason does not feel comfortable making a report to his/her Department Head, then the City Official shall submit the written report to the City Manager or to the State Ombudsman, except in those cases where the Department Head is an elected official, and in that case the written report shall be submitted to the City attorney. If a meeting is requested as a part of the investigation, then the reporting City Official may be accompanied by another person of his/her choice to such meeting.

City Officials involved in any investigation shall keep the identity of the reporting City Official(s) confidential to the extent possible under law, unless the City Official authorizes the disclosure of his/her identity in writing.

In case of an emergency where the City Official believes that damage to persons or property may result if action is not taken immediately, the City Official may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action and shall also report the action to the City attorney.

In the absence of an emergency, City Officials reporting improper governmental action who fail to make a good-faith effort to follow the procedures set forth in this policy shall not receive the protection provided by this policy or state law. City Officials who make false reports may be subject to disciplinary procedures.

The Department Head, the City Manager, or the City attorney, as the case may be, shall take prompt action to notify the State Ombudsman regarding the report of improper governmental action and work with the State Ombudsman to coordinate a proper investigation, either through internal means or independently by the State Ombudsman’s

office. An investigator may be appointed by the City Manager, and the City Official shall be advised that a prompt investigation is occurring. Emergency situations shall receive appropriate expedited response. Non-emergency situation shall receive serious, prompt attention.

After the investigation has been concluded, the results will be shared with the Mayor who shall decide

- (1) the appropriate action that should be taken to address the reported improper governmental action and
- (2) what, if any, personnel action is required. If the investigation involved the Mayor, the City Manager alone shall recommend the appropriate action to address the improper governmental action and any personnel action that should be taken.

The City Council shall be provided with a copy of the City Official's written report, the investigation report, and the Mayor/City Manager's proposed action. Provided, however, where the alleged improper governmental action involves an elected official, the City Council shall review the investigation report and determine what course of action should be taken to address the improper governmental action.

After an investigation has been completed, the reporting City Official shall be provided a summary of the result of the investigation. However, personnel actions taken as a result of the investigation shall be kept confidential. There shall be no time limit on reporting improper governmental action.

After an investigation has been completed and the reporting City Official has been provided with a summary of the results, the City Official may report information about improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action if the City Official reasonably believes that an adequate investigation was not undertaken by the City to determine whether an improper governmental action occurred, that insufficient action has been taken by the City to address the improper governmental action, or that for other reasons the improper governmental action is likely to recur.

PROTECTION AGAINST RETALIATORY ACTIONS

City Officials are prohibited from taking retaliatory action against a City Official because he/she has, in good faith, and in accordance with this policy, reported an improper governmental action.

A City Official who believes he/she has been retaliated against for reporting an improper governmental action shall first raise the issue with his/her Department Head. If the action involves an elected official, then the report shall be made to the City attorney. The City Official shall submit a written report to the Department Head or to some person designated by the Department Head, stating in detail the basis for his/her belief that he/she has been retaliated against for reporting an improper governmental action. If the

City Official reasonably believes that the person committing the retaliatory action was his/her Department Head, then the City Official shall submit the written report to the City Manager, except in those cases where the supervisor is an elected official, and in that case the written report shall be submitted to the City attorney.

The following steps shall be followed if a City Official feels he/she has been retaliated against for reporting improper governmental action:

- a. The City Official must provide written notice to the appropriate person designated above, within thirty (30) days of the alleged retaliatory action. The written notice shall specify the alleged retaliatory action and the relief requested.
- b. The responsible person, as designated above, will respond to the allegation within thirty (30) calendar days.
- c. After receiving the City's response or after the City's 30-day response period has expired, the City Official may, within fifteen (15) calendar days, request a hearing.
- d. If a hearing is requested, the City shall apply for a hearing before an administrative law judge licensed in the State of Iowa. Such request for a hearing shall be made within five (5) working days.

RESPONSIBILITIES

The City Manager, or the City Manager's designee, is responsible for implementing the City's policies and procedures for (1) reporting improper governmental action, and (2) protecting City Officials against retaliatory actions. This includes ensuring that:

- a. This policy is permanently posted where all City Officials will have reasonable access to it, which includes posting on the City of Storm Lake's website;
- b. To the extent practical, training and education is provided to all current City Officials on the whistleblower policy;
- c. This policy be made available to any City Official upon request; and

Officials, managers and supervisors are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations by a City Official of this policy and the procedures specified therein may result in disciplinary action, up to and including termination.

The City Manager is responsible for keeping an accurate log of all submissions made under this policy. This information shall be reviewed annually with the Mayor and City Council. This information shall also be disclosed to the external auditors on an annual basis.

10.13 WORKPLACE PRIVACY

As a part of their employment, a desk or work space may be made available to employees. The desk and the work space are City property. Because the desk and the work space are City property, not the employee's personal property, the desk and the work space are subject to being inspected by the City at any time, with or without notice to employees.

The City assumes no responsibility or liability for any items of personal property which are placed in the desk or work space which is assigned to an employee.

The City may also provide employees a telephone and/or a computer to perform their job. The City may enter and copy any computer file, may examine and copy any computer communication, may monitor and record any telephone communication, and may examine and copy or record any voice mail communication. An employee's continued employment with the City constitutes the employee's consent to the interception and recording of any of these communications. To the extent that any computer or telecommunication activities are regulated by state or federal law, the City will observe all such regulations imposed upon it.

If the City conducts an examination or inspection under the terms of this policy, there will be at least two individuals present at the time of the examination or inspection. The City reserves the right to request assistance from law enforcement to search an employee, employee's vehicle, workplace, or personal affects in accordance with State law as part of an investigation. Searches may be conducted without prior notice and without the employee being present.

10.14 COOPERATION IN INVESTIGATIONS

All employees are required to fully cooperate with any representative of the City who is conducting a work-related investigation. Employees will be disciplined for lying to any representative of the City, or providing information to any representative of the City which is dishonest, misleading, inaccurate, or incomplete.

Employees will also be disciplined for impeding, obstructing, or failing to cooperate with an inquiry or investigation conducted by any representative of the City. "Obstructing" includes, but is not limited to, threatening, intimidating, or coercing other individuals who may be contacted by a representative of the City, and discouraging other individuals who may be contacted by a representative of the City from responding to or cooperating with the City. "Failing to cooperate" includes, but is not limited to, failing to provide information, documents, or materials requested by a representative of the City, and providing information, documents, or materials to a representative of the City which are dishonest, misleading, inaccurate, or incomplete.

11 TECHNOLOGY

11.1 TEXTING AND OPERATING A MOTOR VEHICLE

Employees that are issued a cell phone or PDA must follow the law and not use it while operating a City or privately owned vehicle while performing their duties as an employee of the City of Storm Lake. “A person shall not use a hand-held electronic communication device to write, send, or read a text message while driving a motor vehicle unless the motor vehicle is at a complete stop off the traveled portion of the roadway”, stated in section 321.276 of the Iowa Code.

Employees who are charged with a traffic infraction which would be in violation of this policy will be subject to disciplinary action, up to and including termination.

11.2 E-MAIL POLICY

PURPOSE

This policy describes the City of Storm Lake guidelines with regard to access to and disclosure of electronic mail messages sent or received by City of Storm Lake employees with use of the City of Storm Lake e-mail system. The City of Storm Lake respects the individual privacy of its employees. However, employee privacy does not extend to the employee’s work-related conduct or to the use of city-provided equipment or supplies. Employees should be aware that the following guidelines might affect their privacy in the workplace.

MANAGEMENT’S RIGHTS TO ACCESS INFORMATION

The electronic mail system has been installed by the City of Storm Lake to facilitate business communications. Although each employee has an individual password to access this system, it belongs to the City of Storm Lake and the contents of e-mail communications are accessible at all times by the City Manager for any business purpose. These systems may be subject to periodic unannounced inspections, and should be treated like other shared filing systems. All system passwords and encryption keys must be available to the City Manager, and employees may not use passwords that are unknown to their supervisor or install encryption programs without turning over encryption keys to their supervisor. All e-mail messages are city records. The contents of e-mail, properly obtained for legitimate business purposes, may be disclosed within the organization without their permission. Therefore, employees should not assume that messages are confidential. Back-up copies of e-mail may be maintained and referenced for business and legal reasons.

PERSONAL USE OF EMAIL

Because the City of Storm Lake provides the electronic mail system to assist employees in the performance of their job, employees should use it for official City business. Incidental and occasional personal use of e-mail is permitted by the City of Storm Lake, but these messages will be treated the same as other messages. The City of Storm Lake reserves the right to access and disclose as necessary all messages sent over its e-mail system, without regard to content. Since the City Manager, without prior notice, can access an employee's personal messages, employees should not use e-mail to transmit any messages they would not want read by a third party. For example, employees should not use the City of Storm Lake e-mail for gossip, including personal information about yourself or others, for forwarding messages under circumstances likely to embarrass the sender or for emotional responses to business correspondence or work situations. Employees should not use these systems for such purposes as soliciting or proselytizing for commercial ventures, religious or personal causes or outside organizations or other similar, non-job-related solicitations. If the City of Storm Lake discovers that employees are misusing the e-mail system, they will be subject to disciplinary action up to and including termination.

FORBIDDEN CONTENT OF EMAIL COMMUNICATIONS

Employees may not use the City of Storm Lake's e-mail system in any way that may be seen as insulting, disruptive to business operations, or offensive by other persons. Examples of forbidden transmissions include sexually-explicit messages, cartoons, or jokes; unwelcome propositions or love letters; ethnic or racial slurs; or any other message that can be construed to be harassment or disparagement of others based on their sex, race, sexual orientation, gender identity, age, national origin, or religious or political beliefs. Use of the City of Storm Lake provided e-mail system in violation of this guideline will result in disciplinary action, up to and including termination.

PASSWORD AND ENCRYPTION KEY SECURITY AND INTERGRITY

Employees are prohibited from the unauthorized use of the passwords and encryption keys of other employees to gain access to the other employee's e-mail messages.

11.3 SMART PHONE POLICY

The City of Storm Lake provides some employees with the use of a smart phone (a cell phone capable of receiving email messages from the City's email server) because the Department Head and City Manager have determined that it is beneficial for those employees to have access to email on their City issued cell phone during normal assigned working hours. The inclusion of email capabilities on the cell phone is not intended to be an assignment to check email and respond to emails when the employee is not assigned to be working.

Employees may be assigned by their supervisor to conduct a periodic check of email during non-working hours in which case the City will add fifteen (15) minutes of time to

their timecard for each day that the assignment is given. If employees spend more than fifteen (15) minutes of time checking their email, they shall report the total amount of time spent checking their email to their supervisor at their next regularly scheduled assigned shift. All time shall be compensated as provided by the collective bargaining agreement or this policy whichever pertains to the employee.

Employees who check their email and/or respond to emails outside of regularly scheduled working hours (whether assigned or not) shall report all time taken to do the checking and/or responding to their supervisor at their next regularly scheduled assigned shift

11.4 DATA CONFIDENTIALITY

In the course of providing services to the public and to other government agencies, users often have access to confidential information such as personal identification information about individuals. Under no circumstances is it permissible for employees, contractors, students, interns, volunteers, guests or other authorized users to acquire access to confidential data unless such access is required by their official duties. Under no circumstances may users disseminate any confidential information unless such dissemination is required by their official duties or authorized by the law.

11.5 SOCIAL MEDIA POLICY

The purpose of this policy is to establish City regulations defining the use of various technologies known collectively as “social media”. The City’s social media accounts shall be used for the purpose of informing the public about city business, services, and events. All official City presence on social media accounts are considered an extension of the City’s information networks.

This policy covers all social media messages generated on or handled by electronic communication systems owned by the City. This policy is also applicable to all social media messages generated by employees of the City that relate to their status as an employee of the City. The regulation of employee speech is subject to employees’ right to freedom of speech as that right has been interpreted by the courts and the Iowa Public Employment Relations Board.

The City’s website will remain the official location for content regarding city business, services, and events. Whenever possible, links within social media formats should direct users back to the City’s website for more information, forms, documents, or online services necessary to conduct business with the city.

All City social media accounts should be viewable to the public and not use privacy settings.

The City logo and authorized departmental extensions should be used on all social media accounts to confirm the authenticity of site.

If a department chooses to participate in social media, online representation on social media accounts is ultimately the responsibility of the Department Head. The Department Head shall appoint a social media moderator to control the social media account and ensure appropriateness of content.

Departments should regularly monitor and update accounts at least twice a week.

Employees representing the City via social media accounts must conduct themselves at all times as representatives of the City and must comply with the guidelines contained in this policy and with the provisions relating to “Prohibited Content”.

Any employee who discovers a violation of this policy shall immediately notify their Department Head who shall in turn inform the City Manager. An employee who violates this policy or uses social media for improper purposes shall be subject to disciplinary action up to, and including, termination of employment.

DEFINITIONS

SOCIAL MEDIA: Various forms of discussion and information-sharing, including social networks, blogs, video sharing, podcasts, wikis, message boards, comment posting on news websites and online forums. Technologies include: picture-sharing, wall-postings, fan pages, email, instant messaging, “likes,” and music-sharing. Examples of social media applications include, but are not limited to, Google and Yahoo Groups (reference, social networking), Wikipedia (reference), MySpace (social networking), Facebook (social networking), YouTube (social networking, video sharing), Flickr (photo sharing), Twitter (social networking and micro-blogging), LinkedIn (business networking), Instagram (photo sharing), Snapchat (photo sharing), Pinterest (social networking) and new media comment sharing/blogging.

BUSINESS PURPOSES: Use of social media as a means of communicating official information about the City, including events, department activities, emergency information, and feature stories. Business Purposes also includes use of social media for interaction with a professional association, information source necessary to the job duties of an employee, and interaction with other members of a professional association.

PERSONAL USE: On-duty and off-duty use of personal social media sites by a City employee for any purpose that is not a business purpose. This includes access on personal or City provided computers and smart phones.

POSTING GUIDELINES

Employees should not portray themselves as a spokesperson for their Department or the City unless they are specifically authorized to do so by either the Department Head or the City Manager.

Departments that use social media accounts are responsible for complying with applicable federal, state, and local laws and policies. This includes adherence to established laws and policies regarding copyright, records retention, Freedom of Information Act (FOIA), First Amendment free speech rights, privacy laws, and information security policies established by the City.

Employees have a responsibility to consistently and professionally act in a manner that maintains the City's business reputation, whether using social media for personal or professional reasons. Any communications concerning City employees that are posted using social media sites must not violate any guidelines set forth in this handbook, especially as it relates to discrimination, unlawful harassment or safety issues. Only post material which you have permission to use.

Employees should keep in mind that once an item is posted it is publicly available on the Internet and cannot be retracted.

PROHIBITED CONTENT

The following content shall be prohibited on official City social media sites.

- Profane language or content
- Content that promotes, fosters, or perpetuates illegal discrimination of any kind.
- Sexually explicit content or links to such content.
- Solicitation of others for commercial ventures, or religious, social, charitable or political causes.
- Making or publishing of false, defamatory, or malicious statements concerning employees, supervisors, the City, or its operations.
- Personal information about employees.
- Posting of HIPAA protected information is not permitted.

Use of chat sessions on official City social media sites will not be permitted.

The City Manager, or a designated representative, reserves the right to delete submissions on official City social media sites that are deemed inappropriate in his or her discretion. If any record is deleted for unacceptable content, it is the responsibility of the affected Department to retain a public record of that content and keep a record of why the information was removed.

Friends, fans, or followers should be removed if they continue to post inappropriate content. One warning should be given and if the individual posts inappropriate content a second time, they should be removed or blocked.

SOCIAL MEDIA ACCOUNT SECURITY

Department social media accounts should be tied to a City email address.

Moderators should never leave a workstation unattended when logged on the social media account.

Only the Department Head and moderator(s) should know the login and password to social media accounts.

If the moderator changes, the login and password should also change.

PERSONAL USE OF SOCIAL MEDIA

Employees should make certain any online activities do not interfere with their effectiveness at work and ensure any on-duty personal use is limited in nature. If on-duty personal use is interfering with work effectiveness, employees will be subject to disciplinary action.

Employees should be mindful of blurring their personal and professional lives when using or accessing social media sites. Employees should exercise judgment and discretion with the information that they post as well as when determining whom they invite to join their social networks, including consideration of the appropriateness of inviting other employees.

Employees should be conscious of what they post on social media sites and avoid presenting personal opinions that imply endorsement by the employee's Department or the City. If posted material could be attributed to the employee's Department or the City, the post must be accompanied by a disclaimer identifying the statements as opinions that do not reflect those of either the employee's Department or the City.

Employees may not use social media to engage in libelous, defamatory, obscene, maliciously false, or any other behavior that might constitute unlawful discrimination or harassment directed at the City, Departments, elected officials, appointed officials, other employees, or members of the public.

Employees may not post confidential information which they have learned through their employment with the City.

Posting of HIPAA protected information is not permitted.

Employees may not use their City email account in connection with a personal social media account.

Employees shall not participate in online social media or forums on behalf of the City or their Department unless they are authorized to do so by the City Manager or their Department Head.

When violations of these guidelines occur, the City reserves the right to investigate and identify the authors of inappropriate posts or comments that may be related to the City, its stakeholders or employees and will exercise judgment in determining the appropriate level of discipline by reviewing each incident on a case-by-case basis.

Staff Summary

1/18/2016

Agenda Item # 8.



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

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: Resolution No. 89-R-2015-2016 Approving North Central Storm Water Change Order 3

BACKGROUND: On June 1, 2015, the City of Storm Lake entered into a contract with H&W Contracting for the construction of a storm water project in the northeast part of the City. Due to the scope and size of the land this project entails and also due to the soil conditions found when excavating, there is a sizeable spoil of clay material left on this project that was unaccounted for in original construction quantity estimates. H&W Contracting estimates that this volume of material will not exceed 200 20-ton loads of this material. This material will be hauled by H&W and stockpiled at the City of Storm Lake Dredge Spoil Site for future use to cap the spoil site when dredging operations cease in the future. City Staff will be monitoring daily load counts and ensuring loads are at a maximized loading capacity. Any loads over and above 200 will be loaded and transported using City-owned trucks at a later date in time.

FISCAL IMPACT: H&W has provided a unit price of \$85 per load for roundtrip transportation of this material from the North Central Project to the dredge spoil site. Load count hauled by H&W is to not exceed 200 loads with a expenditure cap of \$17,000.

Original Contract Price:	\$2,790,031.05
Change Order #1:	\$(112,297.25)
Change Order #2	\$15,360
Change Order #3	\$17,000 (not to exceed)

New Contract Amount: **\$2,710,093.80**

RECOMMENDATION: It is the recommendation of City Staff with consultation from Bolton-Menk for Council to approve Change Order #3 in the amount to not exceed \$17,000 for transporting 200 loads.

ATTACHMENTS:

Description	Type
📎 Resolution No. 89-R-2015-2016	Resolution
📎 Change Order #3	Change Order

RESOLUTION NO. 89-R-2015-2016

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

To approve Change Order #3 to the contract with H & W Contracting, LLC for the North Central Storm Water Project with the following change:

1. Hauling excess soil that is unable to be wasted on the site and moving it to the City dredge site. Unit Price: \$85.00 per load, quantity of 200 loads, not to exceed \$17,000.

Total cost of change order #3 is an addition of \$17,000 to the project. Contract cost after change order #3 is \$2,710,093.80.

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

Mike Porsch, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

CHANGE ORDER

No. 003

PROJECT: North Central Storm Water

DATE OF ISSUANCE: January 12, 2016

EFFECTIVE DATE:

January 12, 2016

OWNER: City of Storm Lake

ENGINEER'S Project No.: P11.106745

CONTRACTOR: H&W Contracting, LLC

ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description:

Cost Difference

Item 82 Excavation Overhaul -- Unit Price: \$85.00 per load, quantity of 200 loads, not to exceed \$17,000.

City to coordinate daily with contractor on daily load counts and cubic yards hauled. If volume exceeds those stated, city to haul with H&W Contracting to load city trucks.

\$ 17,000.00

Reason for Change Order:

Excess soil unable to be wasted on site, moving to city dredge site. This includes all costs for loading and transportation of material.

Attachments: None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$2,790,031.05	Substantial Completion: June 30, 2016 days or dates
	Ready for Final Payment: days or dates
Net Changes from Previous Change Orders No. 1 to No. 2	Net Changes from Previous Change Orders No. 1 to No. 2
-\$96,937.25	0 days
Contract Price Prior to this Change Order	Contract Times Prior to this Change Order
\$2,693,093.80	Substantial Completion: 0 days or dates
	Ready for final payment: 0 days or dates
Net Increase of this Change Order	Net No Change of this Change Order
\$17,000.00	0 days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$2,710,093.80	Substantial Completion: June 30, 2016 days or dates
	Ready for final payment: days or dates

RECOMMENDED: Bolton & Menk, Inc.

Approved: City of Storm Lake

Accepted: H&W Contracting, LLC

By:


Engineer (Authorized Signature)

By:

Owner (Authorized Signature)

By:


Contractor (Authorized Signature)

Date:

1-12-2016

Date:

Date:

1/12/16

Staff Summary

1/18/2016

Agenda Item # 9.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Jason Etnyre, Public Works Director

SUBJECT: Motion to Approve Highway 7 Widening Project Engineering Services Agreement Amendment

BACKGROUND: In July of 2014 the City of Storm Lake entered into an Engineering Services Agreement with Bolton-Menk for the design, bidding, and construction oversight for the Highway 7 Improvement/Widening project. The original amount of this contract that was entered into was \$130,000. As the project comes to completion, Bolton-Menk is requesting an amendment in the amount of \$25,000 for additional work that was required to complete this project.

There are several factors that bring forth this request. The scope and delays by the contractor added to time and duration of this project. Original estimates of this project were to be around \$852,000. Final acceptance project contract cost was \$996,780.54. There was a lengthy negotiation with the Iowa DOT regarding pavement thickness that extended the bid letting date. The railroad delayed this project and Bolton-Menk incurred additional hours negotiating terms of the agreement with them. The area on Northwestern to the north of the project was also not factored into the original contract for design and construction. A final factor is that due to needing to rebid the project due to a DOT error, the letting was backed up until May 2015 which gave a late start date of July 27th. This project was allotted 55 working days and as of December 25th there had been 78 working days charged with Bolton&Menk being on the job site in excess of that with additional days being planned to be onsite in the spring to oversee completion.

FISCAL IMPACT: The original Engineering Services Agreement with Bolton-Menk was for \$130,000. Amendment to the Engineering Services Agreement is for the amount of \$25,000.

Total cost of the Engineering Services Agreement, including Amendment: \$155,000

RECOMMENDATION:

Staff recommends that, due to the nature of this project and the length and change of scope, City Council approve the Amendment as presented.

ATTACHMENTS:

Description		Type
	Agreement Amendment	Contract



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

218 11th Street SW Plaza • Spencer, IA 51301

Phone (712) 580-5075

www.bolton-menk.com

December 30, 2015

Jim Patrick, City Manager
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

RE: Highway 7 Improvement/ Widening Project Amendment
City of Storm Lake
Project No.: P11.108481

Dear Mr. Patrick:

Bolton & Menk, Inc. is requesting an Amendment to our Agreement with the City for Professional Services for the Highway 7 Improvement/Widening project. The original agreement dated April 2014 established a fee of \$130,000 for the design, bidding and construction oversight services during construction. We are requesting an amendment in the amount of \$25,000 for additional work necessary to complete this project.

The changes in scope and delays by the contractor significantly increased our effort on the project. Should the construction have proceeded efficiently, we would have had sufficient fee to complete the work without an amendment. The original design fee was established by the city based on a construction project anticipated to be \$852,000 for construction. The final project as bid was a \$996,800 project, a 17% increase in construction costs.

Originally the project was programmed for bidding in late 2014, but as you are aware major negotiations occurred with the Iowa DOT relative to pavement thickness during the design plan review. Eventually we were able to prevail after months of discussion which led to a reduced pavement section for the roadway at an estimated savings of \$100,000 in construction costs.

In addition, significant delays occurred due to the railroad lack of response in providing the permit information for the connection to their signals for the highway/rail crossing at Northwest Avenue. This delay was finally resolved in March of 2015.

The realignment of the north leg of the Northwestern Avenue intersection was also not included in the original scope of the project. As we completed the preliminary design review with city staff it was apparent that this north leg needed to be reconfigured to provide for safe turning movements at this signalized intersection. We provided additional professional services to accommodate these modifications to include design, right of way acquisition, construction observation and staking.



The project was initially bid in March 2015, but after almost a month's delay the DOT choose to label the one bid received in error requiring a rebid in May 2015. We understood at the March letting, the contractor did not provide a price for one bid item, but he argued to no avail that the bid item in question was not loaded up on the DOT electronic bidding site. The project when rebid in May was approximately \$51,000 higher than the apparent bid from the March letting. The May low bid from Blacktop Services, Inc. was for \$996,780.54. Our estimate for the work established prior to the March letting was \$940,000 for the construction.

The construction contract provided for a late start date of July 27th, 2015 with 55 working days allotted for the improvements to be constructed. As you know the pace of construction moved very slowly with the work not yet completed. Through December 25th, 78 working days have been charged against the project per the DOT rules. This does not include days the contractor was onsite where the controlling item of work could not be accomplished.

An example of a day not charged would be when the modified subbase was too wet for paving of the asphalt surface. These working days were not charged against the contractor, but our staff was still required to be onsite part-days to observe the contractors work per the DOT rules.

The major items of work left on the project include the traffic signals interconnect with railroad, seeding and on-going erosion control. The traffic signals interconnect is scheduled for January 4, 2016, with seeding delayed to spring.

Bolton & Menk has been onsite in excess of the 78 days actually charged against the contractor to date, we anticipate that approximately 5 additional partial days will be required onsite to complete construction of the project.

Had the project moved at a reasonable pace without the delays encountered, we would have completed our portion of the work per our agreement with the city for the original fee. In addition to the field time required, we will have the closeout documentation with the City to include the additional pay requests and substantial completion and also the audit and closeout of the project with the DOT necessary prior to the city receiving final reimbursements for the DOT's share of the project costs.

Once you have had a chance to review this information, please contact me should you have any questions or require further documentation.

Sincerely,

BOLTON & MENK, INC.

A handwritten signature in blue ink, which appears to read 'Neil Guess'.

Neil Guess, P.E.

**ADDENDUM #1 TO
PROFESSIONAL SERVICES AGREEMENT Dated April 2014
Hwy 7 Widening Project**



by and between
Bolton & Menk, Inc.
218 11th St SW Plaza
Spencer, IA 51301
Ph. 712/580-5075

and

Client	
Name: <u>City of Storm Lake, Attn: Jim Patrick</u>	Phone No.:
Address: <u>620 Erie Street</u>	712 732-8000
Address: _____	Fax No.:
City: <u>Storm Lake</u> State: <u>Iowa</u> Zip: <u>50588</u>	
(hereinafter referred to as Client)	

Changes to Fee Arrangement
Increase fee for construction phase services by \$25,000

Changes to Scope / Additional Services
See attached letter dated December 30, 2015

BMI and Client agree to the Terms and Conditions as stated on the original Agreement (first mentioned above) unless otherwise stated above. The below signed represents that he or she has been authorized to order and accept changes to Scope / Additional Services on behalf of the Client.

Offered by: Bolton & Menk, Inc.

Neil Guess, Principal Engineer

print name/title

Neil Guess 12-30-15
signature and date

Ordered and Accepted by: City of Storm Lake

print name/title

signature and date

Staff Summary

1/18/2016

Agenda Item # 10.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Motion Approving Master Agreement for Professional Engineering Services for the Storm Lake Municipal Airport

BACKGROUND: On January 11, 2016, the Airport Commission approved the five year Master Agreement for Professional Services with Bolton & Menk for Engineering and Construction Services from January 2016 through January 2021. These services include all design and construction services outlined in the Airport Capital Improvement Plan and other FAA approved projects for the Storm Lake Municipal Airport. The contract is in compliance with all FAA regulations. The City is the Airport's sponsoring entity, therefore City Council needs to approve the agreement.

FISCAL IMPACT: Engineering costs associated with the Airport Capital Improvement Plan will vary depending on the scope of the project, but are eligible for 90% reimbursement from the FAA.

RECOMMENDATION: Staff recommends Approving the Master Agreement for Professional Engineering Services with Bolton & Menk.

ATTACHMENTS:

Description	Type
Master Agreement	Contract

**MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
ENGINEERING AND CONSTRUCTION SERVICES
JANUARY 2016 THROUGH JANUARY 2021**

**STORM LAKE MUNICIPAL AIRPORT
STORM LAKE, IOWA**

This Agreement, made this ____ day of January 2016, by and between the City of Storm Lake, 620 Erie Street, PO Box 1086, Storm Lake, IA 50588, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 2730 Ford Street, P.O. Box 688, Ames, IA 50010, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with future airport engineering and construction services as listed in the ACIP for the Storm Lake Municipal Airport and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT throughout the 5-year Airport Consultant Selection period.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the airport as described and detailed in future Work Orders.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Work Orders or as described in Paragraph IV.B of this Agreement.

SECTION II - CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but shall not be limited to, boundary surveys, topographic surveys, preliminary plan layouts, drainage reports, aerial photos, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements and other data on existing utilities, environmental reviews, and zoning limitations in CLIENT's possession. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed work as detailed in work orders.

- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

James Patrick City Manager
620 Erie Street, PO Box 1086 Storm Lake, Iowa 50588 Phone: (712) 732-8000 Fax: (712) 732-4114

- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this Agreement or future Work Orders.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the projects.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT for performance of General Services as requested by client at agreed rates and project services as described in future Work Orders.

a. Additional Construction Services

The CONSULTANT and CLIENT agree that the duration of the construction activity is dependent upon factors that are outside of the control of the CONSULTANT, such as weather, site conditions, contractor experience, contractor expertise, contractor scheduling and contractor efficiency. When the extent of these construction services beyond the control of the CONSULTANT occurs, the CLIENT agrees that the CONSULTANT will be reimbursed for additional Construction Services in excess of the budget stated in the Work Order. Compensation shall be based on the standard hourly rate for the individuals providing services on the project.

2. Basic Services and Additional Services as outlined in Section I.B will vary depending upon project conditions and will be billed in accordance with the rate schedule attached to the Work Order. This schedule is subject to change at the start of each calendar year.
3. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for the following Direct Expenses when incurred in the performance of the work.
- a. CLIENT approved outside (facilities not owned by CONSULTANT) computer services.
- b. CLIENT approved outside professional and technical services.

- c. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms specified in project work orders or of this Agreement.
- 4. Additional services as outlined in Section I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.2.
- B. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the rates specified in the Work Order.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of a work order from that described in Section I and/or the applicable addendum, and such changes require additional services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall provide notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CONSULTANT'S employees, agents, or subconsultants.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by CLIENT'S employees, agents, or consultants except CONSULTANT.

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

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000. The policy will include a \$2,000,000 General Liability Umbrella coverage.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of the work scope, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall

be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of five years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, may be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa.

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation, using a mutually acceptable Neutral Third Party and mutually agreeable mediation process. If the mediation is unsuccessful in resolving the dispute, the parties may mutually agree to submit to another method of dispute resolution or submit the dispute to a court of competent jurisdiction.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. SECTION 508 OF THE REHABILITATION ACT

All electronic Information Technology (IT) procured, developed, maintained or used as part of this Contract shall comply with Section 508 standards.

T. FEDERAL CONTRACT PROVISIONS

The agreement includes all provisions of the attached Exhibit I, "Required A/E Contact Provisions for Airport Improvement Program and for Obligated Sponsors" for professional A/E services funded under the Federal Airport Improvement Program (AIP). They are deemed part of this agreement and are incorporated herein.

U. AUDIT REVIEW

The CLIENT, the Federal Aviation Administration, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of consultants, which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. CONSULTANT shall maintain all required records for 3 years after the sponsor makes final payment and all other pending matters are closed.

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CONSULTANT: Bolton & Menk, Inc.



Ronald A. Koetzel, P.E.
Principal

12/21/2015

Date

Date _____

EXHIBIT I

FEDERAL CONTRACT PROVISIONS ATTACHMENT

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E). ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR" SHALL PERTAIN TO ANY AND ALL SUBCONSULTANTS UNDER CONTRACT WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

(Reference: 49 USC § 47123)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

CIVIL RIGHTS – TITLE VI ASSURANCES

1) Title VI Solicitation Notice

(Reference: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

2) Title VI Clauses for Compliance with Nondiscrimination Requirements

(Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the contractor under the contract until the contractor complies; and/or

- ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

3) **Title VI List of Pertinent Nondiscrimination Authorities**

(Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

(Reference: 49 CFR part 26)

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC § 201, et seq.)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(Reference: 49 CFR part 20, Appendix A)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration

RIGHT TO INVENTIONS

(Reference 2 CFR § 200 Appendix II(F))

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

(Reference: 49 CFR part 30))

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

VETERAN'S PREFERENCE

(Reference: 49 USC § 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

(Reference 2 CFR § 200 Appendix II(B))

- a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <https://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO A/E CONTRACTS EXCEEDING \$100,000

BREACH OF CONTRACT TERMS

(Reference 2 CFR § 200 Appendix II(A))

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

(Reference: 49 CFR § 18.36(i)(12))

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

Staff Summary

1/18/2016

Agenda Item # 11.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Resolution No. 90-R-2015-2016 Approving Change Order Number 3 for the Storm Lake Fiber Project

BACKGROUND: Change Order number 3 is in the amount of \$27,624.15. Additional boring and fiber pull was needed to run fiber to the Waste Water Treatment Plant.

FISCAL IMPACT: The original contract price:\$365,346.05
Total net changes from Change Orders- \$112,545.15
Final Contract Price including all Change Orders- \$477,891.20

RECOMMENDATION: Staff recommends approving Change Order Number 3 in the amount of \$27,624.15.

ATTACHMENTS:

Description	Type
Change Order Number 3	Change Order
Resolution No. 90-R-2015-2016	Resolution

CHANGE ORDER

(Instructions on reverse side)

No. 003

PROJECT: Storm Lake Fiber Project

DATE OF ISSUANCE: January 18, 2016

EFFECTIVE DATE: January 19, 2016

OWNER: City of Storm Lake

ENGINEER'S Project No.: A12.109747

CONTRACTOR: Perrin Directional Drilling

ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description: Quantity Increase

Reason for Change Order: Additional boring and fiber pull were needed to run fiber to the Waste Water Treatment Plant.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
<u>\$365,346.05</u>	Substantial Completion : ____ days or dates Ready for final payment : ____ days or dates
Net changes from previous Change Orders No. ____ to No. ____	Net changes from previous Change Orders No. ____ to No. ____
<u>\$84,921</u>	____ days
Contract Price Prior to this Change Order	Contract Times prior to this Change Order
<u>\$450,267.05</u>	Substantial Completion : ____ days or dates Ready for final payment : ____ days or dates
Net Increase (Increase/Decrease/No Change) of this Change Order	Net (Increase/Decrease/No Change) of this Change Order
<u>\$27,624.15</u>	____ days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
<u>\$477,891.20</u>	Substantial Completion : ____ days or dates Ready for final payment : ____ days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: N/A _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: August 3, 2015

Date: _____

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed, any effect of a Change Order thereon should be addressed.

For supplemental instructions and monitor changes not involving a change in the Contract Price or Contract Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachment based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

RESOLUTION NO. 90-R-2015-2016

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

To approve Change Order No. 3 to the contract with Perrin Directional Drilling LLC for the Fiber Optic Line Alignment Project, an increase of \$27,624.15 to the contract for additional boring and fiber pull to run fiber to the Wastewater Treatment Plant.

Total cost of Change Order #3 is an increase of \$27,624.15 to the contract. Total contract cost after change order #3 is \$477,891.20.

PASSED AND APPROVED this 18th day of January 2016.

Mike Porsch , Mayor Pro-Tem

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

1/18/2016

Agenda Item # 12.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Ordinance No. 01-O-2015-2016 Setting Sewer Rates For The City Of Storm Lake - 3rd Reading

BACKGROUND: The City conducted a sewer rate study, as required by City Ordinance, to evaluate the sewer enterprise fund finances and the development of projections of future revenues and expenses. For the purpose of the study, a two year baseline period was utilized. It also covered the current fiscal year ending June 30, 2016 and the next five fiscal years through June 30, 2021. The rate study took into consideration that this year is a transition year. The last rate increase was on July 2015.

It is not yet known the total impact of the new plant expansion on operational costs since the new plant came on line earlier this year. The fiscal year 2016 expenditures are based on the fiscal year 2015 expenditures with a 3% annual increase. The study added an increase in projected expenditures of \$50,000 per year in fiscal year 2016 and in fiscal year 2017 to cover projected increases to operational costs. Another \$25,000 per year increase in annual operating expenses for the new conveyance system in FY 2016 and 2017. These additions are intended to reflect the impact on costs of operations due to the newly constructed wastewater treatment plant improvements and conveyance system improvements. It includes \$75,000 per year allowance for smaller capital projects and \$200,000 per year allowance for needed old lift station improvements. It also includes the \$20,000 per year transfer to the renewal and replacement fund as required by City Ordinance.

The rate study includes the debt service for the outstanding bond issues.

The rate study analyzed the user charges and divided them into

the categories of City of Lakeside, Tyson Poultry, and all other users. The impact of the Tyson fire and avian flu significantly impacted revenues while the City of Lakeside and the others categories remained consistent with the prior fiscal year when approximately the same percentage rate increase was used. The study assumed that Tyson would return to normal production in FY 2017.

Two scenarios were modeled. Doing nothing to the current rates keeps the normal revenues and expenses relatively flat through FY 2017. The annual gain decreases in FY 2018 and in FY 2019 with the enterprise fund projected to have an annual loss of slightly more than \$41,000. This loss increases by \$55,000 to \$60,000 per year reaching a loss of \$151,071.72 in fiscal year 2021.

Assuming the information in the analysis is correct, it appears the revenue will be adequate for the balance of the current fiscal year and would be just adequate in FY2017. From that point it deteriorates rapidly and would suggest the need for a large rate hike at that point. This study did not address any needs for sewer system improvements that still might need to be made or future plant improvements required to meet nutrient reduction standards.

The second option evaluated was a 3% annual rate increase beginning July 2016 through 2021. The annual gain would be about \$120,000 in FY2016. The annual gain increases slightly each fiscal year. The gain in fiscal year 2021 is projected to be slightly more than \$232,000.

The 3% annual increase in sewer user charge rates mirrors the projected annual 3% annual increase in operational expenditures. The fund actually experiences a gain as debt service is stable over the six year period resulting in a net increase in total expenditures of less than 3% per year. This rate increase also provides needed revenue for increased plant operational costs due to the expansion of the plant. The engineer generally suggests that the City develop sewer user charge rates which produce revenue 5% to 10% above the projected expenses. This level of annual gain allows the City to withstand changes in revenues and expenditures that may occur in the future. This is extremely important since the City will need to perform a "Facilities Plan" for the IDNR within the next three to four years to determine plant improvements needed for nutrient reduction. The increase in the fund balance provides a source for capital improvements that may include existing facility upgrades or the construction of new or expanded facilities.

This Ordinance allows for automatic 3% increases in sewer rates

starting July 1, 2016 and continuing for the subsequent four fiscal years. The rate increase is designed to be inflationary in nature and allow the City's revenues to slightly exceed the projected increase in expenditures.

FISCAL IMPACT:

The projected fiscal impact of approving this Ordinance would result in revenues of slightly more than \$232,000 by 2021 as outlined above.

RECOMMENDATION:

Council pass on first reading: Ordinance No. 01-O-2016-2017
Setting Sewer Rates For The City Of Storm Lake.

Second Reading: January 4, 2016

Third Reading: January 18, 2016

ATTACHMENTS:

Description	Type
 Ordinance No. 01-O-2015-2016	Ordinance

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-four~~ ~~thirty-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, 20112016 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, 20122017 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, 20132018 to ~~three~~four dollars and ~~seventeen~~twenty-two cents (\$3.174.12) per one thousand (1,000) gallons of water (or wastewater) as determined in the preceding Section, then effective July 1, 20142019 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, 20112016 \$~~.31~~.45 per pound BOD in excess of the BOD concentration in normal domestic wastewater;
Effective July 1, 20122017 \$~~.34~~.47 per pound BOD in excess of the BOD concentration in normal domestic wastewater;
Effective July 1, 20132018 \$~~.37~~.48 per pound BOD in excess of the BOD concentration in normal domestic wastewater;
Effective July 1, 20142019 \$~~.40~~.50 per pound BOD in excess of the BOD concentration in normal domestic wastewater;
Effective July 1, 20152020 \$~~.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.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

1/18/2016

Agenda Item # 13.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

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

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 first 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