

**CITY OF STORM LAKE
REGULAR COUNCIL SESSION MEETING
CITY HALL - COUNCIL CHAMBERS
JANUARY 19, 2026
5:00 PM**



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

AGENDA

Access to the official meeting can also be done through the following ways:

BY TELEPHONE

Dial: 1-312-626-6799 or toll-free 1-888 475-4499

Zoom Meeting ID: 933 2006 3301

BY COMPUTER:

<https://zoom.us/j/93320063301>

Open the Meeting

- **Call to Order**
- **Pledge of Allegiance**
- **Proclamation**

A. Consideration of Changes in Agenda and Setting the Agenda

B. Disclosure by City Council Members

C. Hear the Public

D. Consent Agenda

1. Consent Agenda

- a. Motion to Approve Ziegler Generator Agreement - Wastewater
- b. Motion to Approve Ziegler Generator Agreement — Water
- c. Buy Local Information
- d. Code Enforcement Summary

E. Unfinished Business

F. New Business

- 1. Storm Lake United Membership Request and Updates
- 2. Resolution No. 37-R-2025-2026 Establishing Mayor's Civic Leadership Advisory Ad Hoc Committee
- 3. Appointing Members to the Lake Improvement Commission
- 4. Public Hearing For Proposed Change To City Code Section 5-9-2(I)1
- 5. Ordinance No. 06-O-2025-2026 Proposed Change To City Code Section 5-9-2(I)1 - First Reading
- 6. Resolution No. 38-R-2025-2026 Approving Pay Application #10 for the Storm Lake Well No. 22 Project
- 7. Resolution No. 39-R-2025-2026 Approving Amendment No. 1 for the Well No. 23 Project Engineering Services Agreement

8. Public Hearing on the Approval of a Community Development and Housing Needs Assessment for the City of Storm Lake, Iowa
9. Resolution No. 40-R-2025-2026 Approving a Community Development and Housing Needs Assessment for the City of Storm Lake
10. Public Hearing on the Submission of a CDBG Application for the City of Storm Lake
11. Resolution No. 41-R-2025-2026 Committing Matching Funds for a Community Development Block Grant Application
12. Resolution No. 42-R-2025-2026 Endorsing and Authorizing Submission of an Application for Community Development Block Grant Funds
13. Motion to Award Grand Avenue Sewer Lining Project to Hydro-Klean
14. Motion Approving an Amendment to the Professional Services Agreement with Bolton & Menk for Engineering Services
15. Motion Approving an Amendment to the Professional Services Agreement with ISG for Engineering Services
16. Fiscal Year 2027-2031 Proposed Capital Improvement Plan Work Session
17. Resolution No. 43-R-2025-2026 Setting the Outdoor Water Park & Golf Pass Definitions and Fees
18. City Council Requested Items / City Council Updates

G. 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

1/19/2026

Agenda Item # D.1.



City of Storm Lake
PO Box 1086
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REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of Bills
- King's Pointe & Sunrise Pointe Disbursements
- Approve January 5, 2026, City Council Minutes
- Approve Carroll Refuse LLC Annual Garbage Service Application
- Approve Ziegler Generator Agreement - Wastewater
- Approve Ziegler Generator Agreement - Water
- Approve Buy Local Information
- Approve City Code Enforcement Update

FISCAL IMPACT: City Will Pay The Following Expenditures:

- List of Bills: \$782,182.91
- King's Pointe Resort: \$188,940.59
- King's Pointe Outdoor Water Park: \$1,306.00
- Sunrise Pointe Golf Course: \$2,137.80

RECOMMENDATION:

ATTACHMENTS:

1. 1/19/2026 City Claims Expense Report
2. 1/19/2026 King's Pointe Claims 1.1.2026 to 1.15.2026
3. 01/05/2026 City Council Minutes
4. Carroll Refuse Garbage Service Application

Vendor Name	Vendor Number	Payable Description	Total Payments
BVC			
Alta Implement Company, Inc	001288	Filters - Vac Unit	219.71
Buena Vista County Sheriff's Office	001301	Citation Letter	36.50
Buena Vista County Solid Waste	001035	City Clean Up	293.00
Essential Ellison LLC	002043	Extinguisher Testing	39.25
Mark Stanley	001390	Steel - Curb Shoes	765.26
Power Solutions, Inc	001465	Locker Room Exhaust Fan	2,202.30
Yards & Etc	001660	Snow Removal - 6 Properties	150.00
		BVC Total:	3,706.02
Contract/Agreement			
Bolton & Menk, Inc	001024	Engineering Services	17,505.50
Community Education Dept	001397	2nd Qtr FY2026 - 28E Agreement	27,435.29
I & S Group, Inc	001103	Professional Services	35,530.80
King Contracting, LLC	001066	Pay #10 of Well 22	74,100.00
Landmark Structures I, LP	002489	Pay #18 of Tower 5 Construction	35,777.00
Local Government Professionals Services	001346	Grant Services	2,000.00
Midwestern Mechanical of Iowa, Inc	001819	Boiler & HVAC - Ceiling Leak	2,220.96
Reding's Gravel & Excavating Co., Inc	001132	Rock	807.18
		Contract/Agreement Total:	195,376.73
Local			
Arnold Motor Supply, LLP	001007	Supplies	910.12
Buena Vista County Public Health & Hom	001511	2025 Flu Vaccines	990.00
Buena Vista Regional Medical Center	001124	December 2025 Memberships	80.00
Central Bank	001025	Services	1,299.71
Community First Broadcasting	001893	Breakfast w/ Santa 2025	1,089.50
Culligan Water Storm Lake	001071	Water Supplies	17.50
Edwards Storm Lake	001114	Axle Replacement, Mirror	1,663.43
Fastenal Company	001033	Safety Cones	136.56
Graffix Inc	001187	Clothing	3,544.52
Graham Tire	001093	P13 - Tire Repair	33.48
Growmark Inc New Century FS	001016	Fuel	9,782.63
Jim Bartholomew	001069	January 2026 Airport Contract	6,289.62
Kwik Trip Inc	002717	December 2025 Fuel	4,200.54
Larson Oil & Distributing Co, Inc	001178	Fuel / Oil	1,433.95
Marcus Lumber Company Corp	002011	WWTP Celing Repair Supplies	2,361.81
MidAmerican Energy Company	001074	Electric Services	403.09
North Lake Truck Repair	001177	Air Horn	284.98
Paxtons Jewelry	001143	Engraving	10.00
Plumbing & Heating Wholesale, Inc	001126	HVAC Filters	131.76
Qwest Corporation	001070	Phone Service	98.58
Rebnord Technologies, Inc	001091	FY2026 Annual Renewal - Verkada	52,201.15
Siouxland Certified Testing Services, Inc	001190	Testing Services - SL3859A - WW Lift SATatio	276.00
Stanton Electric, Inc	001264	Fan Motor Replacement	150.28
Storm City Auto Parts, Inc	001501	Filter, Camera	584.70
Storm Lake Ace Hardware	001216	Supplies	1,401.50
Storm Lake Hydraulics Co, Inc	001089	Hoses	319.31
The Storm Lake Times	001214	December 2025 Publications	1,326.29
Verizon Wireless Services LLC	001075	Cell Phone Service	4,647.69
Vetter Equipment	001098	Chainsaw Parts	208.94
Visual Edge Inc	001063	Copier Maintenance Agreement	800.45
		Local Total:	96,678.09

My Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Non-Local			
Abdo Publishing Company, Inc	002121	Myers Animal Books	791.75
Alex Air Apparatus 2 LLC	002217	Uniforms	3,610.29
Alpha Wireless Communications	001105	Speaker	287.04
Barnes & Noble Booksellers, USA Inc	001274	Books	12.02
BEC Enterprises, LLC	002484	Sweeper Parts	1,970.62
Bend Mailing Services, LLC	002013	Bill Printing Services	7,281.69
Brodart Co.	001009	Books	426.68
Builders Sharpening & Service LLC	001011	Belt Drive	182.58
Central Iowa Distributing, Inc	001026	Cleaning Supplies	59.00
Core & Main LP	002000	Clamp	14.64
Dale Vitito	001061	Hashmarks	51.04
Datatel Communications Inc	002595	Monthly IVR Services	693.19
Denison Drywall Contracting, Inc	002198	10.9.25 Pipe Break-Room & Hallway Repairs	34,662.00
Department of Inspections, Appeals, & Li	002458	Boiler Inspections	135.00
Eagle Engraving, Inc	002147	ID Tags	16.65
EFTPS	001045	Federal withholding taxes	363.69
Electric Pump Inc	001032	IPS Lift Station Rehab	58,964.06
Foundation Analytical Laboratory, Inc	001100	Testing Services	3,535.75
Gempler's Inc	001763	Safety Fence	175.92
Gravotech Inc	001600	Name Plate Blanks - Minus Tax	87.73
Hawkins, Inc	001112	Chemicals	17,210.30
Ingram Library Services, Inc	001268	Standing Order Books	235.49
International Code Council	001519	3 Day Registration - Olesen, Chambers	1,200.00
Iowa Narcotics Officer's Association	001988	2026 INOA Conference Registration - Nielan	300.00
Iowa Peace Officers Association	002724	2026 IPOA Coference - Weflen	125.00
Iowa Rural Water Association	001202	Community Dues Membership - 1/1/2026 - :	465.00
IPERS / Iowa Public Employees	001042	IPERS withholdings	159.27
James M. Sweeney & Associates, Inc	001101	Background Checks	74.50
Johnston Automotive & Industrial of Spei	001386	Lift Piston - Stump Grinder	31.26
Joshua Beeck	002472	Window Cleaning Services	50.00
Kading Properties LLC	002723	Rental Registration Overpayment - 7/2025	330.00
Kasperbauer Cleaners, Inc	002435	Entrance Mat Services	89.56
Lacal Equipment, Inc	001494	Sweeper Brooms	2,227.40
Laurens House of Print Ltd	002161	WTP Plant Books	850.60
Linde Inc	001111	Carbon Dioxide	3,422.82
Midstates Equipment & Supply, Inc	002663	Mastic	29,590.11
Midwest Tape, LLC	001275	DVD	125.95
Mississippi Lime Company	001095	Quicklime	44,597.94
Multi Service Technology Solutions Unc	002705	Office Supplies	94.00
Omaha Pneumatic Equipment Company	001946	Annual Service Kit	5,559.99
Police Records & Information Manageme	001994	Webinar	179.00
Power Plan	001491	Cylinder Kit	220.82
RL Fridley Theatres, Inc	001403	Movie With A Cop Tickets	1,645.00
Schechter, Dokken, Kanter	002710	Expert Analysis- Loss	7,495.50
Schumacher Elevator Company	001200	Elevator Maintenance	1,985.97
Service Master by Rice	001775	Water Mitigation - Ceiling Leak	1,768.49
Sirchie Acquisition Company, LLC	001437	Supplies	195.10
State Industrial Products Corporation	002309	Wastewater Program	3,552.94
Swank Motion Pictures, Inc	001523	Annual Movie License	518.00
The Child's World, Inc	001388	Myers Animal Books	504.90
Treasurer State of Iowa	001046	State withholding taxes	36.05
Trevor Kruger	001067	Loader Glass	292.50
Tyler Technologies, Inc	001084	Annual Subscription	190.00
UPS	001121	Shipping - Late Fee	1.08
Winona Controls, Inc	002449	HVAC Support - Ceiling Leak	248.00
Ziegler, Inc	001097	Coolant	267.48
Non-Local Total:		239,161.36	

My Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Payroll/Refunds			
Caleb Villhauer	002573	FY2026 - Boot Allowance	150.00
Custodian of Petty Cash	001272	November/December 2025 Postage	17.73
Friends of the Library	001758	November/December Friends CC	81.50
		Payroll/Refunds Total:	<u>249.23</u>
		Grand Total:	535,171.43

King's Pointe Resort

Claims Publication

From 1/1/2026 to 1/15/2026

Vendor	Description	Amount
360 Custom Design	Supplies	\$ 1,512.00
ACCO Unlimited	Supplies	\$ 1,341.00
Amazon Capital Services	Supplies	\$ 399.84
Authnet Gateway	Services	\$ 30.00
City of Storm Lake	Utilities	\$ 2,323.79
Crescent Electric Supply	Supplies	\$ (49.86)
Daniels Filter Service	Supplies	\$ 786.52
DirectTV	Utilities	\$ 1,170.24
Doll Distribution	Beverages	\$ 1,390.20
Fastenal	Supplies	\$ 316.52
Feld Fire/Security	Services	\$ 105.00
Fintech	Services	\$ 67.30
Frigitec Inc	Supplies	\$ 313.40
Fullsteam	Services	\$ 9,681.79
Guest Supply	Supplies	\$ 4,496.04
HyVee	Supplies	\$ 844.63
Johnson Brothers	Beverages	\$ 863.90
King's Pointe Resort Payroll- 1/9	Payroll	\$ 99,893.86
KTIV Television	Advertising	\$ 1,395.33
Marcus Lumber Co	Supplies	\$ 84.38
Martin Brothers	Food	\$ 14,372.72
Pepsi Beverage Co	Beverages	\$ 1,136.62
Plumbing & Heating Wholesale	Supplies	\$ 442.34
Rebnord Technologies	Services	\$ 3,218.33
S&L Hospitality	Agreement	\$ 12,780.00
SCE, LLC	Services	\$ 9,330.75
Sceptre Hospitality Resources	Supplies	\$ 1,984.07
SGS LLC dba Garbage Hauling	Utilities	\$ 63.00
Shift 4	Services	\$ 6,314.00
Storm Lake Ace Hardware	Supplies	\$ 111.91
Sysco Iowa Inc	Food	\$ 7,531.23
Vestis	Services	\$ 3,104.49
Visual Edge IT	Services	\$ 228.80
Vizergy	Services	\$ 1,356.45
		<u>\$ 188,940.59</u>

King's Pointe OWP

Claims Publication

From 1/1/2026 to 1/15/2026

Vendor	Description	Amount
Shift 4	Services	\$ 1,306.00
		<u>\$ 1,306.00</u>

Sunrise Pointe Golf Course

Claims Publication

From 1/1/2026 to 1/15/2026

Vendor	Description	Amount
Fintech	Services	\$ 67.30
Heartland Payment System	Services	\$ 498.50
S&L Hospitality	Agreement	\$ 750.00
Shift 4	Services	\$ 822.00
		<u>\$ 2,137.80</u>

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CITY OF STORM LAKE, REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS, JANUARY 5, 2026, 5:00 PM

Present: Mayor Meg McKeon, Council Members Maria Ramos, Matt Ricklefs, Richard Riner, Maggie Martinez, and Don Piercy Jr.. Absent: None.

Staff Present: City Manager Keri Navratil, Assistant City Manager David Derragon, Police Chief Chris Cole, King's Pointe Manager Amy VonBank, Library Director Elizabeth Huff, Building and Code Compliance Director Scott Olesen, Communications Coordinator Dana Larsen, Public Services Director Brandon Ripke, Development Services Specialist Lee Dutfield, Finance Director Tyler Gibbins, and City Clerk Mayra Martinez.

Media Present: Lindsay Kruse with KAYL Radio.

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

Pledge of Allegiance

Agenda - Moved by Council Member Ramos to approve setting the agenda as presented. Seconded by Council Member Ricklefs. Vote: All ayes. Motion carried.

Disclosure by City Council Members – No items at this time.

Hear the Public - Rick Wimer of 808 Clover Lane discussed his observations of unsightly and unsafe homes in Storm Lake and offered his assistance to the City to help make improvements to these homes.

Mayor McKeon welcomed the new City Council members and current council members to the meeting and stated that she looks forward to working with each of them in the future.

Consent Agenda - Moved by Council Member Martinez to approve the Consent Agenda that includes List of bills Chk #'s 83542, 83622, 83639 through 83670, EFT #s 1815, 1816, and 7148 through 7190, DFT #'s 3001 through 3020, approve Kings Pointe and Sunrise Pointe Disbursements, approve Regular City Council Minutes, December 12, 2025, Special City Council Minutes, December 12, 2025, approve renewal liquor licenses for Legendary Hospitality LLC (Malarky's), Smokin Hereford, Brewsters and Plaza Mexico, Storm Lake Cab Renewal Permit, approve Abstract of Votes of the November 4, 2025, election results, approve engagement agreement with Ahlers & Cooney, PC, for legal services related to Urban Renewal/Economic Development matters, acknowledgement of the King's Pointe financials, approve appointment of City Clerk Mayra A. Martinez, approve Buy Local information, and approve City Code Enforcement Update. Seconded by Council Member Riner. Vote: All ayes. Motion carried.

Unfinished Business – No items at this time.

New Business

Mayor Pro-Tem - Moved by Council Member Piercy Jr. to approve appointment of Council Member Martinez as Mayor Pro-Tem. Seconded by Council Member Ricklefs. Vote: All ayes. Motion carried.

Code Of Ethics – Moved by Council Member Riner to adopt Resolution No. 27-R-2025-2026 to approve the Code of Ethics for members of the Storm Lake City Council. Seconded by Council Member Piercy Jr.. Roll call vote: All ayes. Motion carried.

**RESOLUTION NO. 27-R-2025-2026
RESOLUTION TO ADOPT A CODE OF ETHICS FOR MEMBERS
OF THE STORM LAKE, IOWA CITY COUNCIL**

WHEREAS, the City Council of the City of Storm Lake, Iowa deems it advisable to adopt a Code of Ethics for Members of the Storm Lake City Council and the public participating in Council functions; and

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WHEREAS, in keeping with the City's commitment to excellence, all employees and public officials, both elected and appointed, must comply with both the letter and spirit of the laws and policies affecting the operation of government; and

WHEREAS, all employees and public officials, both elected and appointed, are required to be impartial and fair in their judgment and actions and ensure that public office is used for the public good; and

WHEREAS, the citizens and businesses of Storm Lake are entitled to have fair, ethical and accountable local government, which has earned the public's full confidence for integrity.

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

Section 1. That the Code of Ethics attached hereto as Exhibit A be, and the same is hereby, adopted.

Section 2. That the Code of Ethics will be revised by the Council and City staff periodically.

PASSED AND APPROVED this 5th day of January 2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Closed Session Pursuant To Iowa Code 21.5(1)(g) – Moved by Council Member Martinez to go into closed session at 5:16 p.m. pursuant to Iowa Code 21.5(1)(g) to discuss specific law enforcement matters. Seconded by Council Member Ricklefs. Roll call vote: All ayes. Motion carried.

Attendance in Closed Session: City Manager Keri Navratil, Assistant City Manager David Derragon, Police Chief Chris Cole, IT Specialist Tim Rebnord, Finance Director Tyler Gibbins, City Attorney Maria Brownell, and City Clerk Mayra Martinez. Also Mayor McKeon, Council Members Piercy Jr., Ricklefs, Martinez, Riner and Ramos.

Moved by Council Member McKeon to go into open session at 4:46 pm. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

Water Treatment Plant Ad Hoc Committee – Ad Hoc representative Mike Porsch discussed with City Council the planning design and appropriate rate structure to fund the construction of a new water plant for the City of Storm Lake.

Storm Lake Zoning Code Article 10 - Sign Regulations - Moved by Council Member Ricklefs to pass on third reading Ordinance No. 05-O-2025-2026 amending the Zoning Code of the City of Storm Lake, Iowa, Title VI, Chapter 6-1, Article 10, pertaining to signs within the corporate limits of Storm Lake, Iowa. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

ORDINANCE NO. 05-O-2025-2026

AN ORDINANCE AMENDING THE ZONING CODE OF THE CITY OF STORM LAKE, IOWA, TITLE VI, CHAPTER 6-1, ARTICLE 10, PERTAINING TO SIGNS WITHIN THE CORPORATE LIMITS OF STORM LAKE, IOWA

WHEREAS, the Zoning Code of the City of Storm Lake, Title VI, Chapter 6-1, Article 10, of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa ("Zoning Code"), regulates the placement and design standards for signs within the City of Storm Lake; and

WHEREAS, On June 17, 2024, City Council approved Resolution No. 62-R-2023-2024 establishing a Downtown Signage Ad Hoc Committee consisting of members from the Central Business District and members of the public at large; and

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WHEREAS, the ad hoc committee recommended updates to the current sign ordinance (Article 10 — Sign Regulations) within the Zoning Code by adding and removing language that takes into consideration new technologies, corrects outdated content and improves accuracy, clarity and coherence; and

WHEREAS, the Storm Lake Planning and Zoning Commission has considered the recommended amendments and has recommended adoption; and

WHEREAS, the City Council finds amending Article 10 by repealing and replacing it with the recommended updates will be necessary and appropriate and in the best interests of the City of Storm Lake, Iowa.

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

SECTION ONE. Title VI, Chapter 6-1, Article 10, of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa ("Zoning Code") is hereby amended by repealing and replacing it, as follows:

1001 Purpose

The Sign Regulations provide standards for communicating information in the environment of the City of Storm Lake and its jurisdiction. The regulations recognize the need to protect public health, safety, and welfare; to maintain and enhance the city's attractive appearance; to preserve historic signage; to provide for adequate business identification, advertising, and communication of information; and to encourage the fair enforcement of sign regulations. It is the intent of this article to regulate signs by their physical characteristics and not by their message.

1002 Definition of Terms

The following definitions shall be used for terms contained in this chapter that are not otherwise defined in the Storm Lake Municipal Code or in this Zoning Ordinance.

1. Abandoned Sign: A sign face which advertises a business, profession, owner, lessor, product, commodity, service or activity no longer conducted on the premises where such sign is displayed and located.
2. Air-Activated Sign: A sign, all or any part of, which is designed to be moved by action or forced air to make the sign appear to be animated or otherwise have motion.
3. A-Frame Sign: Also known as “sandwich boards”, or “sidewalk signs” are freestanding signs not attached to any building or wall and have a maximum area of 6 square feet with a maximum height of 3-feet and a 2-foot width and have locking arms or other stabilizing devices to be of sufficient weight to resist wind gusts.
4. Attached Sign: A sign, which is structurally connected to a building or depends upon that building for support.
5. Auxiliary Design Elements: Terms that describe secondary characteristics of a sign, including its method of illumination and other features within the bounds of its basic shape.
6. Awning: means a cloth structure attached to, supported by, and projecting from a building and providing protection of the weather elements.
7. Awning Sign: Any sign which forms part of or is integrated into an awning, and which does not extend beyond the limits of the awning.
8. Banner Sign (Attached): A sign intended for temporary display composed of fabric, vinyl, mesh or other flexible substrate that is fastened to the exterior of a building, exterior structure, or wall, and secured or mounted so to limit the movement of the sign caused by movement of the atmosphere.
9. Banner Sign (Detached): A sign intended for temporary display composed of fabric, vinyl, mesh or other flexible substrate that is fastened to poles or an independent frame and not fastened to the exterior of a building, exterior structure, or wall.
10. Building Marker: An historic or commemorative plaque, or a building name or cornerstone carved into a masonry surface.

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11. Business Center Sign: A sign that identifies a building or group of commercial buildings in single ownership or control, sharing parking and access.
12. Canopy: A projecting non-movable structure cantilevered or suspended from a building, supported by the main structural members to which it is attached, and used only as a roof or fixed shelter.
13. Canopy Sign: Any sign which forms part of or is integrated into a canopy, and which does not extend beyond the limits of the canopy.
14. Clearance: The distance from the bottom of a sign face elevated above grade and the grade below.
15. Detached Sign: A sign, which is self-supporting and structurally independent from any building.
16. Directional Sign: A sign that serves only to designate the location or direction of any area or place.
17. Double-Faced Sign: A sign consisting of no more than two parallel faces supported by a single structure.
18. Electronic Message Sign: A digital sign that is electronically or electrically controlled that displays a message center, graphics or read board composed of a series of lights that may be changed through electronic means including but not limited to LED, LCD, or one line scrolling displays.
19. Feather Sign: A temporary sign constructed of durable cloth, canvas, plastic, weather-resistant fabric or similar lightweight, non-rigid material and supported by a single vertical pole mounted into the ground or on a portable base.
20. Flashing Sign: A pattern of changing light illumination where the sign illumination alternates suddenly between fully illuminated and fully non-illuminated for the purpose of drawing attention to the sign. A sign providing public service information, such as time, weather, date, temperature, safety information, or similar information shall not be considered a flashing sign.
21. Frontage: The length of a property line of any one premises abutting and parallel to a public street, private way, or court.
22. Ghost Sign: A historic sign that is faded, hand-painted advertisement on the exterior wall of a building, a remnant of a past business or product that is fifty-five (55) years or older. Often seen on historic buildings from the 1880's to the 1960's and may be kept for its nostalgic appeal or historical significance.
23. Ground Sign: A detached on-premise sign built on a freestanding frame, mast, or pole(s) with a clearance no greater than 3 feet.
24. Historic Signage: Existing signs of historic significance, such as plaques, painted words, ghost signs, advertisements, or other significant "signs" on buildings that were constructed prior to 1960.
25. Human Billboard: Also known as a "sign walker" or "human sign" are signs displayed by a person either holding or wearing a sign.
26. Illumination: Lighting sources installed for the primary purpose of lighting a specific sign or group of signs.
27. Marquee: A permanent roofed structure attached to and supported by a building and extending over public right-of-way.
28. Marquee Sign: A sign other than a projecting sign attached to a marquee.
29. Maximum Permitted Sign Area: The maximum permitted combined area of all signs allowed on a specific property. Window signs, historic signs including ghost signs and temporary detached signs do not count towards the maximum permitted combined area of all signs allowed.
30. Memorial Sign: A permanent sign, tablet or plaque that is dedicated to honoring a person, event, structure or site and serves as a remembrance or tribute. A Memorial Sign may be incorporated with landscape features such as a rock, tree, planter bed, fountain, decorative wall, or other natural landscape.
31. Monument Sign: A free-standing sign which is anchored to the ground similar to a ground sign, but which has a monolithic or columnar line and which maintains essentially the same contour grade to top with the base of the sign being a minimum of at least 75 percent of the width of the widest component of the sign. Said sign may be double side (back-to-back) perpendicular or parallel to the adjoining roadway but in no case shall consist of more than 2 sign faces.

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32. Moving Sign: A sign or a part of a sign that physically changes position, rotates, or gives the visual impression of movement to attract attention. This can include signs with moving parts, such as trivision signs, or signs that incorporate electronic means to simulate motion, like flashing lights or scrolling messages that change too quickly to be considered simply a changing copy sign.
33. Multiple Tenant Building (Horizontal) means a single-story building designed for the collation of two or more tenants located side by side with each tenant separated by demising walls.
34. Multiple Tenant Building (Vertical): means a multiple story building designed for the collocation of two or more tenants located side by side and/or on separate floors of the building.
35. Nonconforming Sign: A sign that was legally erected prior to the adoption of this chapter but which violates the regulations of this chapter.
36. Pole Sign: An on-premise sign built on a freestanding frame, mast, or pole(s) with a clearance greater than 3 feet, and where the support encompasses less than 75% of the width of the sign.
37. Portable Sign: Any sign supported by frames or posts rigidly attached to bases not permanently attached to the ground or a building and capable of being moved from place to place.
38. Premise Identification Sign: means a sign that displays no more than the name, address, crest or insignia, occupation or profession of an occupant of the premises, name of any building on the premises or the trademark of the occupant.
39. Premises: A tract of one or more lots or sites that are contiguous and under common ownership or control.
40. Projecting Signs: A sign other than a wall sign which projects perpendicular to the wall surface of a building or structure, and is supported by a wall of the building or structure.
41. Projected Image Sign: A sign which involves an image projected on the face of a wall, structure, sidewalk, or other surface, from a distant electronic device, such that the image does not originate from the plane of the wall, structure, sidewalk or other surface.
42. Residential Sign: A small detached or attached sign located on a residential premise, conveying a message communicated by the owner of the property.
43. Roof Sign: Any sign or part of sign erected upon, against, or directly above a roof or on top of or above the parapet or cornice of a building.
 - (a) Integral Roof Sign: A roof sign positioned between an eave line and the peak or highest point on a roof, substantially parallel to the face of a building.
 - (b) Above-Peak Roof Sign: A roof sign positioned above the peak of a roof or above a parapet or cornice.
44. Sidewalk Graphics: Also know as “sidewalk stickers”, “outdoor floor graphics”, “street graphics”, or “asphalt graphics” are printed designs that are made out of durable, non-skid vinyl or other similar material with adhesive backing that is temporarily applied to exterior surfaces such as sidewalks, pavement, concrete and asphalt.
45. Sign: Any name, identification, description, display, illustration, logo, or graphic fixed to, painted on, or incorporated into the building surface or other structure or displayed from or within a building or structure, or free standing upon the site and which is visible from the public right-of-way and designed to convey or direct a message to the public concerning the identification of the premises, to advertise or promote the interests of any private or public firm, person, organization, or other entity, or to draw attention to the use on the premises.
46. Sign Copy: Words, letters, logos, figures, symbols, illustrations, or patterns that form a message or otherwise call attention to a business, product, service, or activity, or to the sign itself.
47. Sign Type: A functional description of the use of an individual sign. Includes owner identification, advertising, directional, electronic message, and temporary.
48. Special Event Sign: A sign, banner, or device advertising a specific, community-oriented event, festival, fundraiser, or a business grand opening, special sale or promotion and is displayed for a limited time before, during, and after the event.

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Special Event Signs include but are not limited to: Air-Activated Signs, Banner Sign (detached), Feather-Signs, Human Billboards, and Portable Signs. Such signs shall be removed immediately upon termination of the special event.

49. **Street Facade:** Any separate external face of a building, including parapet walls and omitted wall lines, oriented to and facing a public street, private way, or court. Separate faces oriented in the same direction or within 45 degrees of one another are considered part of the same street facade.
50. **Temporary Signs:** Any portable, attached, detached or other sign, or advertising display constructed of cloth, canvas, plastic vinyl, corrugated plastic, cardboard, wallboard or other weather sensitive materials with or without frames which is not intended for or suitable for long-term or permanent display due to materials used.
51. **Wall Sign:** All flat signs of solid face construction placed against a building or other structure and attached to the exterior front, rear or side wall of any building or other structure. Such signs may extend no more than twelve (12) inches from the surface of the building or structure to which they are attached. Wall signs are also known as “flush mounted signs”.
52. **Window Sign:** A sign posted, painted, placed, adhered, affixed on or installed inside a window or door, or a sign that is located on the interior of a structure that is exposed to public view from the exterior of the structure through a window or for the purpose of viewing from outside the premises.
53. **Zone Lot:** A parcel of land in single ownership that is large enough to meet the minimum zoning requirements of its zoning district and can provide such yards and other open spaces that are required by the site development regulations.

1003 General Sign and Street Graphics Regulations

a. Compliance

Each sign or part of a sign erected within the zoning jurisdiction of the City of Storm Lake must comply with the provisions of this chapter and of other relevant provisions of the City of Storm Lake's Municipal Code.

b. Resolution of Conflicting Regulations

This chapter is not meant to repeal or interfere with enforcement of other sections of the City of Storm Lake's Municipal Code. In cases of conflicts between Code sections, State or Federal Regulations, the more restrictive regulations shall apply.

c. Prohibited Signs

The following signs are prohibited in all zoning districts.

1. Signs painted on or attached to rocks, trees, or other natural objects. This does not apply to Memorial Signs.
2. Signs or sign structures which resemble or conflict with traffic control signs or devices, which mislead or confuse persons traveling on public streets, or which create a traffic hazard.
3. Signs on public property or public right-of-way, unless specifically authorized by the Zoning Administrator.
4. Portable signs except as otherwise permitted by this Article and subject to a temporary permit.
5. Signs which create a safety hazard by obstructing the clear view of pedestrians or vehicles, or which obscure official signs or signals.
6. Abandoned signs. Any abandoned sign face must be removed or replaced with a blank sign face containing no copy within 60 sixty days from the date a business, profession, product, commodity, service or activity is no longer conducted on the lessor or owner's premises where such sign is displayed and located. This does not apply to the sign's base, support or sign mount. To be granted an additional 30-day extension for an abandoned sign, you must submit a written request to the Building Official for their review and approval.
7. Signs that are not properly maintained and kept in a safe, orderly condition. In addition, all parts and supports shall be properly painted. Any sign or sign structure which is rotted, rusted, deteriorated, detached, defaced, or otherwise altered, shall be repainted, repaired or replaced by the property

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owner or agent of the owner of the property upon which the sign is located, within thirty (30) days after written notice by the City of Storm Lake. Sign damage that is a direct result of a natural weather event must be repaired within ninety (90) days after written notice by the City of Storm Lake. To be granted an additional 30-day extension you must submit a written request to the Building Official for their review and approval.

8. Any electronically powered digital sign that exceeds a daytime brightness of 5,000 nits and exceeds a nighttime brightness of 500 nits.
9. Flashing or glaring lights, strobe lights, or rotating beams shall be prohibited outside of a building or visible from the outside of a building in all zoning districts except when otherwise legally displayed as emergency lights or warning lights, illuminations of signs shall be designed in a way as to reflect light away from residential properties and motorists' vision.
10. Moving lights which incorporate in any manner any flashing, pulsating, rotating, beacons or moving lights. Except for a special event approved by the City Council.
11. Sidewalk graphics.
12. All temporary signs except for those that are specifically allowed by this article.
13. Signs advertising activities that are illegal under Federal, state, or local laws and regulations.
14. Any sign not specifically permitted herein including any sign unlawfully installed, erected or maintained in violation of Article 10.

The following signs are prohibited in the Central Business District ("CBD")

1. Air-Activated Sign
2. Feather Sign
3. Flashing Sign
4. Moving Sign
5. Projected Image Sign

d. Exempt Signs

The following signs are permitted in any zoning district and are exempt from other provisions of this chapter.

1. Bulletin boards including electronic message centers for religious assembly or school uses, provided that they have a maximum sign area of 20 square feet and are not located in a required sign setback.
2. One non-illuminated real estate sign per premises with a maximum size of six square feet per premises. Such signs shall have a maximum height of six feet and shall not be located on public right of way. Such signs shall be removed within 7 days of the disposition or buyer taking possession of the premises.
3. Official signs authorized by a government or governmental subdivision that gives traffic, directional, or warning information.
4. Seasonal decorations for display on private or public property.
5. Non-illuminated construction signs with a total size of 100 square feet per premises. Such signs shall be removed within 7 days of the completion of construction.
6. Works of graphic art painted or applied to building walls, which contain no advertising or business identification messages and authorized by the Zoning Administrator.
7. Non-illuminated political campaign signs on private property.
8. Residential signs under 2 square feet in size.
9. Neighborhood or subdivision identification signs under 50 square feet.
10. Street numbers, house numbers or address numbers.
11. Signs which are not visible from a public right-of-way, private way, or court or from a property other than that on which the sign is installed.
12. Window signs in commercial and industrial zones.

e. Temporary and Civic Signs

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1. Temporary signs are allowed by permit, subject to the following requirements:
 - (a) The total size of such signs does not exceed 40 square feet.
 - (b) No more than two such signs are permitted at any single premises or per each tenant if a Multi-Tenant Building subject to maximum square footage.
 - (c) Temporary signs shall be displayed for no more than 30 days. To be granted an additional 30-day extension for a temporary sign, you must submit a written request to the Building Official for their review and approval.
 - (d) Under no circumstances shall any temporary sign be located on public property or affixed to a utility pole or appurtenance located within a public utility easement.
 - (e) A Temporary Sign cannot be converted to a permanent sign.
2. Temporary signs for non-profit civic campaigns or events, or other non-commercial events are permitted in any zoning district and are exempt from other provisions of this article, subject to the following requirements:
 - (a) The maximum size of such signs is 10 square feet when located in any residential, and LC Limited Commercial zoning district; and 40 square feet in any other zoning district.

f. Special Event Signs

1. Special Event Signs shall be removed not later than twenty-four hours following the end of the special event. To be granted additional time for a special event you must submit a written request to the Building Official for their review and approval in conjunction with approval by the City Council
2. Special Event Signs are not allowed on City Right of Way unless specifically authorized by the Zoning Administrator.
3. A-Frame Signs are not considered Special Event Signs.

g. Portable Signs

1. In no case shall a sign that was designed for or used as a portable type sign be converted for use as a permanent wall, pole or monument sign.
2. No portable sign is allowed to be flashing.
3. Maximum square footage of a portable sign is 32 square feet.
4. No portable sign is allowed on City Right of Way. This does not apply to A-Frame Signs which are subject to City Code Ordinance 07-O-2019-2020 Public Ways.
5. A-Frame Signs (sandwich board) signs have a maximum area of 6 square feet with a maximum height of 3-feet and a 2-foot width and must have locking arms or other stabilizing devices to be of sufficient weight to resist wind gusts. A business may have one sandwich board sign. The sign may be displayed during business hours only and must be removed each day.

h. Buffer Yards

No sign other than on-premise directional signs shall be placed within any buffer yard required by Article 8, Landscaping and Screening Regulations, except buffer yards adjacent to intervening streets.

i. Vision-Clearance Area

No sign may project into or be placed within a vision-clearance area defined by a triangle with legs of 20 feet from the point at which property lines meet the curbs or edges of two intersecting streets, private ways, or courts or an intersecting street, private way, or court and driveway (approach), meet.

1004 General Regulations: Basic Design Elements For On-premise Signs

a. Wall Signs and Graphics

Wall signs and graphics are subject to the following general regulations:

1. A wall sign shall not extend more than 30 inches from the wall to which it is attached.
2. A wall sign must be parallel to the wall to which it is attached.
3. A wall sign may not extend beyond the corner of the wall to which it is attached, except where attached to another wall sign, it may extend to provide for the attachment.

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4. A wall sign may not extend beyond its building's roofline, or adjacent roofline whichever is higher.
 5. A wall sign attached to a building on its front property line may encroach upon public right-of-way by no more than 18 inches. Such a wall sign shall provide minimum clearance of eight feet, six inches.
 6. For the purpose of calculating permitted sign areas pursuant to this chapter; signs painted on the walls of buildings shall be considered wall signs.
 7. Where permitted, canopy signs are counted as wall signs when calculating total permitted sign area.
- b. Projecting Signs and Graphics
Projecting signs and graphics are subject to the following general regulations:
1. The maximum projection of any projecting sign shall be as follows:
 - (a) 3 feet over public sidewalks less than 12 feet wide;
 - (b) 5 feet over public sidewalks 12 feet wide or more, or over private property.
 2. A projecting sign may be no closer than two feet from the vertical plane of the inside curb line.
 3. Each projecting sign must maintain at least the following vertical clearances:
 - (a) 15 feet over parking lots;
 - (b) 18 feet over driveways.
 4. No projecting sign extending three feet or more from a property line may be located within 10 feet of any other projecting sign extending three feet or more from a property line, or 5 feet from adjoining business frontage.
 5. Projecting signs must minimize visible support structure and may not expose guy wires, cables, turnbuckles, angle iron, or other similar external support structure.
 6. Projecting signs are not allowed in alleys.
- c. Pole Signs
Pole signs, where permitted, are subject to the following general regulations:
1. Each pole sign must maintain at least the following vertical clearances:
 - (a) 7 feet, 6 inches over private sidewalks;
 - (b) 10 feet if located within vision clearance area (Section 1003(h))
 - (c) 15 feet over parking lots;
 - (d) 18 feet over driveways
 2. Permitted pole signs may revolve at a rate not to exceed six revolutions per minute.
- d. Roof Signs
Roof signs are subject to the following regulations:
1. Where permitted, integral roof signs may be used interchangeably with wall signs.
 2. Integral roof signs may not exceed the permitted height for pole signs.
 3. An integral roof sign must be mounted parallel to the wall of the building that it faces.

1005 General Regulations: Other Design Elements

a. Illumination

1. Lighting, when installed, must be positioned in such a manner that light is not directed onto an adjoining property or onto a public street or highway.
2. For electronic message signs, the maximum brightness is limited to 5,000 nits when measured from the sign's face at its maximum brightness, during daylight hours, and 500 nits when measured from the sign's face at its maximum brightness between dusk and dawn, i.e., the time of day between sunrise and sunset. The sign must have an ambient light meter and automatic or manual dimmer control that produces a distinct illumination change from a higher allowed illumination level to a lower allowed level for the time period between one-half hour before sunset and one-half hour after sunrise.
3. No sign illumination may be combined with reflective materials, such as mirrors, polished metal, or highly-glazed tiles, which would increase glare.

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- 4. The sign face of internally illuminated signs must function as a filter to diffuse illumination. The sign face must cover all internal illumination components so that no exposed bulbs are visible.
 - 5. All external illumination of a sign must concentrate the illumination upon the printed area of the sign face.
 - 6. The use of bare bulbs as external illumination is only permitted for marquee signs.
- b. Marquees and Marquee Signs
- 1. Signs placed on, attached to, or constructed on a marquee are subject to the maximum projection and clearance regulations of projecting signs.
- c. Banner Signs
- 1. A banner sign projecting from a building may not exceed the wall height of the building.
 - 2. Maximum size of a banner is 120 square feet.
- d. Clocks
- 1. For the purposes of this chapter, clocks are not considered a moving sign.

1006 Method of Measurement for Regulators.

- a. Maximum Permitted Sign Area
- Maximum permitted sign area for a premise is set forth as a numerical limit or as a function of the frontage of the premises on a street. For properties with frontage on more than one street, the total frontage shall be calculated as the total of all frontages.
- (b) Sign Area
- 1. Sign area includes the entire area within the perimeter enclosing the extreme limits of the sign, including individual letters painted or applied, excluding any structure essential for support or service of the sign, or architectural elements of the building.
 - 2. The area of double-faced signs is calculated on the largest face only.
 - 3. The sign area for ground signs, monument signs, and architectural sign bands is calculated as the area enclosing the extreme limits of the letters, symbols, and images.
- (c) Height
- The height of a sign is measured from the average grade level below the sign to the topmost point of the sign or sign structure.
- (d) Setback
- The setback of a sign is measured from the property line to the supporting frame of the sign face, mast, pole or base of the sign; whichever is closest to the property line.
- (e) Multiple Tenant Building (Horizontal)
- 1. The following sign areas shall be allowed One and a half square feet of sign area may be erected for every linear foot of tenant frontage to a maximum of 100 square feet.
 - 2. Tenants frontage shall be measured from demising wall to demising wall.
- (f) Multiple Tenant Building (Vertical)
- The following sign areas shall be allowed:
- 1. In the case of a vertical multiple tenant building, the maximum square footage for each building or tenant signs shall be one square foot of sign area for every linear foot of building or tenant frontage. In the event that a tenant occupies more than one story, they shall not be permitted to count the frontage on both stories.

1007 Permitted Sign Types and Specific Regulations by Zoning Districts

The following tables set forth permitted sign types and regulations and design standards for signs and graphics for each zoning district.

Table 10-1: Permitted Sign Types by Zoning District

SIGN TYPES	RES	R-1	R-2	R-3	R-4	IN 1,2,3	PO	LC	CC	CBD	LI	GI
**Alphabetical Order												
SIGN TYPES	RES	R-1	R-2	R-3	R-4	IN 1,2,3	PO	LC	CC	CBD	LI	GI

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Air Activated						P	P	P	P		P	P
A-Frame						P	P	P	P	P	P	P
Banner							P	P	P		P	P
Business Center	P	P	P	P	P	P		P	P	P	P	P
Feather						P	P	P	P		P	P
Flag (Non-Commercial)	P	P	P	P	P	P	P	P	P	P	P	P
Ground	P	P	P	P	P	P	P	P	P	P	P	P
Human Billboard						P	P	P	P			
Monument	P	P	P	P	P	P	P	P	P	P	P	P
Pole								P	P	P	P	P
Political Campaign	P	P	P	P	P	P	P	P	P	P	P	P
Portable (Civic Uses Only)	P	P	P	P	P	P	P	P	P	P	P	P
Projected Image												
Residential	P	P	P	P	P	P		P	P			
Sidewalk Graphics												
SIGN TYPES	RES	R-1	R-2	R-3	R-4	IN 1,2,3	PO	LC	CC	CBD	L1	G1

SIGN TYPES	RES	R-1	R-2	R-3	R-4	IN 1,2,3	PO	LC	CC	CBD	L1	G1
ATTACHED SIGNS												
Awning				P	P			P	P	P	P	P
Banner							P	P	P	P	P	P
Bag						P	P	P	P	P	P	P
Building Marker	P	P	P	P	P	P	P	P	P	P	P	P
Canopy								P	P	P	P	P
Business Center	P	P	P	P	P	P		P	P	P	P	P
Electronic Message						P		P	P	P	P	P
Ghost	P	P	P	P	P	P	P	P	P	P	P	P
Marquee						P		P	P	P	P	P
Memorial	P	P	P	P	P	P	P	P	P	P	P	P
Premise Identification	P	P	P	P	P	P	P	P	P	P	P	P
Projecting	P	P	P	P	P	P		P	P	P		
Roof, Integral								P	P	P	P	P
Roof, Above Peak											P	P
Wall	P	P	P	P	P	P	P	P	P	P	P	P
Window						P	P	P	P	P	P	P
MISCELLANEOUS												
Flag, Non Commercial	P	P	P	P	P	P	P	P	P	P	P	P
Portable, Civic Uses Only	P	P	P	P	P	P	P	P	P	P	P	P
DESIGN ELEMENTS – ILLUMINATION												
Indirect, Civic Use Only	P	P	P	P	P	P		P	P	P	P	P
Internal, Civic Use Only	P	P	P	P	P	P		P	P	P	P	P
Neon									P	P	P	P
Electronic						P		P	P	P	P	P
Moving												P
Rotating												P

Table 10-2: Numbers, Dimensions and Locations of Signs by Zoning District

SIGN TYPES	RES	R-1	R-2	R-3	R-4	IN 1,2,3	PO	LC	CC*	CBD***	L1*	G1*
DETACHED SIGNS												
Number Permitted Per Premise	1	1	1	1	1	1	1	1	NA	1	NA	NA

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Per Feet of Frontage	NA	NA	NA	NA	NA	C	NA	C	F	H	G	G
Maximum Size (SqFt)	100	A	A	B	B	200	100	D	200	200	200	200
Maximum Height (Ft) of structure above ground	25	10	10	10	10	15	10	15	35	20	35	35
Front Yard Setback (Ft)	25	5	5	10	10	5	5	10	0	0	0	0
Side Yard Setback (Ft)	10	10	10	10	10	5	5	10	5	0	0	0
ATTACHED SIGNS												
Maximum Size (SqFt)	100	*	*	**	**	E	NA	E	300	200	200	200
Max % of Street Façade	NA	NA	NA	NA	NA	20	NA	20	20	20	25	25

- A: Total of all signs attached or detached cannot exceed 32 square feet for civic uses. Total of all signs attached or detached cannot exceed 2 square feet for residential uses including home occupations.
- B: Total of all signs attached or detached cannot exceed 48 square feet for project identification signs for multi family or mobile home development and for non-residential uses when permitted.
Total of all signs attached or detached cannot exceed 2 square feet for residential uses including home occupations.
- C: Square feet of signage per linear foot of frontage: 1 square foot with a maximum of 75 square feet.
- D: Total of all signs attached and detached cannot exceed 100 square feet for non-residential premises only, 75 square feet for premises with primary residential use, for project identification signs for multi-family developments, 2 square feet for residential uses, including home occupations.
- E: Total of all signs attached and detached cannot exceed 100 square feet for non-residential premises only, 75 square feet for premises with primary residential use, for project identification signs for multi-family developments, 2 square feet for residential uses, including home occupations.
- F: 1 sign allowed per 300 feet of frontage, if frontage of premises is 50 feet or less only one sign is allowed with a maximum of 100 square feet.
- G: 1 sign per 200 feet of frontage.
- H: For premises with frontage of 25 feet or less, one detached sign up to 90 square feet is allowed, for premises with frontage of more than 25 feet may use 3 square feet per lineal feet of frontage to a maximum of 200 square feet for a detached sign.
- * Maximum total square feet of all signs is 500 square feet. Allowed 2 square feet signage per linear foot of frontage.
- ** Maximum total square feet of all signs is 600 square feet. Allowed 2 square feet signage per linear foot of frontage.
- *** Maximum total square feet of all signs is 400 square feet.

1008 General Permit Procedures

- a. Applicability.
Any installation, modification, or expansion of any sign, which is not exempt from the provisions of this Article, shall be subject to the following permit procedure prior to installation.
- b. Maintenance of Valid Sign Permit
The owner/tenant of a property containing signs requiring a permit under this ordinance shall at all times maintain in force a sign permit for such property. Sign permits shall be issued for individual zoned lots or business frontages. A sign permit may be revoked if the sign is not maintained in good condition.
- c. Sign Permit Applications
All applications for sign permits shall be submitted to the Zoning Administrator in accordance with application specifications established by the Zoning Administrator.
- d. Action
Within ten working days of the submission of a complete application for a sign permit, the Zoning Administrator shall either:
 - 1. Issue the sign permit, if the sign conforms to the provisions of this Article.

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2. Reject the sign permit if the sign(s) that is the subject of the application fails in any way to conform to the requirements of this Article.
- e. Permit Expiration
If a sign is not constructed in accordance with an approved permit within six months of the date of approval, such permit shall lapse.
- f. Assignment of Sign Permits
A current and valid sign permit shall be freely assignable to a successor as owner of the property or holder of a business license for the same premises.

1009 Nonconforming Signs

- a. All permanent signs in place and lawfully established on the effective date of this Ordinance shall be considered as legal nonconforming signs. The copy of such a sign may be changed from time to time, provided that the sign area shall not be enlarged beyond the sign area in existence on the effective date.
- b. Any nonconforming sign which presently is or becomes structurally damaged or deteriorated, more than 50% of its replacement cost, shall be either removed or altered so as to comply with this Article.
- c. As an exception to 1009(a) portable signs or parts of which are being used as permanent signs shall not be considered legal non-conforming signs and shall be removed six months from effective date of this ordinance.

SECTION TWO. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

SECTION THREE. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION FOUR. Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

SECTION FIVE. When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Recodification of the Municipal Code of the City of Storm Lake, Iowa, Zoning Code.

PASSED on its first consideration the 1st day of December, 2025.

PASSED on its second consideration the 15th day of December, 2025.

Requirement of consideration and vote at two (2) prior Council meetings suspended the
day of _____, 202_.

PASSED AND APPROVED on its third consideration this 5th day of January, 2026.

CITY OF STORM LAKE, IOWA

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

City Code Section 5-9-2(I)1 - Moved by Council Member Piercy Jr. to approve setting the Public Hearing for January 19, 2026, at 5:00 pm. in City Council Chambers for proposed change To City Code Section 5-9-2(I)1. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

Highview Drive Vacation - Moved by Council Member Piercy Jr. to adopt Resolution No. 28-R-2025-2026 fixing date for a Public Hearing for February 2, 2026, at 5:00 pm. in City Council Chambers on the proposed vacation of a portion of Highview Drive. Seconded by Council Member Riner. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 28-R-2025-2026

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSED VACATION OF A PORTION OF HIGHVIEW DRIVE LOCATED IN PLEASANT VIEW FIRST ADDITION TO THE CITY OF STORM LAKE, APPROXIMATELY 0.29 ACRES, SUBJECT TO ALL EASEMENTS OF

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RECORD, AND PRIMARILY ADJACENT TO PROPERTY OWNED BY BUENA VISTA REGIONAL MEDICAL CENTER, WITHIN THE CITY OF STORM LAKE, IOWA

WHEREAS, Iowa Code section 364.12(2)(a) requires that public ways be vacated by ordinance, after published notice and public hearing; and

WHEREAS, Iowa Code section 306.12 requires notice to be provided to adjoining property owners, affected utility companies, the Iowa Department of Transportation and the County Board of Supervisors by certified mail prior to the vacation of road right-of-way; and

WHEREAS, the City proposes to vacate a portion of Highview Drive located in Pleasant View First Addition to the City of Storm Lake, approximately 0.29 acres, subject to all easements of record, and primarily adjacent to property owned by Buena Vista Regional Medical Center, within the City of Storm Lake, described as follows:

Beginning at the Northeast Corner of Lot One of Block Three of said Pleasant View First Addition; thence South 88° 43' 15" East (assumed bearing), on the south line of Lochedem Drive, 59.85 feet to the northwest corner of Lot One of Block Two of said Pleasant View First Addition; thence South 01° 05' 54" West, on the

west line of said Block Two of Pleasant View First Addition, 214.06 feet to the Southwest Corner of Lot Three of said Block Two of Pleasant View First Addition; thence North 88° 26' 16" West, 59.90 feet to the Southeast Corner of Lot Three of said Block Three of Pleasant View First Addition; thence North 01° 06' 40" East, on the east line of said Block Three of Pleasant View First Addition, 213.77 feet to the Point of Beginning.

Tract contains 0.29 acres and is subject to all easements of record.

WHEREAS, the City Council wishes to give proper consideration to such vacation as required by law:

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Storm Lake, Iowa that:

Section 1. That this Council meet in the Council Chambers, City Hall, 620 Erie St., Storm Lake, Iowa, on February 2, 2026, at 5:00 p.m., for the purpose of taking action on the matter of the proposed vacation.

Section 2. That the City Clerk is hereby directed to send notice by certified mail to adjoining property owners, any affected utility companies, the Iowa Department of Transportation and the Buena Vista County Board of Supervisors regarding the public hearing on the proposed vacation.

Section 3. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 4. The notice of the proposed action shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON THE PROPOSED VACATION OF A PORTION OF HIGHVIEW DRIVE LOCATED IN PLEASANT VIEW FIRST ADDITION TO THE CITY OF STORM LAKE, APPROXIMATELY 0.29 ACRES, SUBJECT TO ALL EASEMENTS OF RECORD, AND PRIMARILY ADJACENT TO PROPERTY OWNED BY BUENA VISTA REGIONAL MEDICAL CENTER, WITHIN THE CITY OF STORM LAKE, IOWA

The City of Storm Lake hereby gives notice that at the regular meeting of the City Council to be held at the Council Chambers, 620 Erie St., Storm Lake, Iowa, on February 2, 2026, at 5:00 p.m., the City Council will hold a public hearing and consider whether to approve by ordinance

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JANUARY 5, 2026, 5:00 PM

the vacation of the following public property, to wit:

Beginning at the Northeast Corner of Lot One of Block Three of said Pleasant View First Addition; thence South 88° 43' 15" East (assumed bearing), on the south line of Lochedem Drive, 59.85 feet to the northwest corner of Lot One of Block Two of said Pleasant View First Addition; thence South 01° 05' 54" West, on the west line of said Block Two of Pleasant View First Addition, 214.06 feet to the Southwest Corner of Lot Three of said Block Two of Pleasant View First Addition; thence North 88° 26' 16" West, 59.90 feet to the Southeast Corner of Lot Three of said Block Three of Pleasant View First Addition; thence North 01° 06' 40" East, on the east line of said Block Three of Pleasant View First Addition, 213.77 feet to the Point of Beginning. Tract contains 0.29 acres and is subject to all easements of record.

A property area map is available for public inspection in the office of the City Clerk.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City to the proposal to vacate the public right-of-way. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to vacate the public property.

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

Dated this 5th day of January 2026.

Mayra A. Martinez, City Clerk
City of Storm Lake, Iowa

(End of Notice)

Dated this 5th day of January 2026.

Margaret J. McKeon, Mayor

Attest:

Mayra A. Martinez, City Clerk

Well #23 Development Project – Moved by Council Member Martinez to approve selection and hiring of Simmering-Cory for grant writing and administration services for CDBG Funding for the Well #23 Development Project. Seconded by Council Member Ricklefs. Vote: All ayes. Motion carried.

Moved by Council Member Ricklefs to adopt Resolution No. 29-R-2025-2026 setting the time and place of a Public Hearing for January 19, 2026, at 5:00 pm. in City Council Chambers on the submission of a CDBG application for the City of Storm Lake. Seconded by Council Member Riner. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 29-R-2025-2026
A RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC
HEARING ON THE SUBMISSION OF A CDBG APPLICATION FOR THE
CITY OF STORM LAKE, IOWA

WHEREAS, the City Council of the City of Storm Lake, Iowa, desires to apply for Community Development Block Grant funding from the Iowa Economic Development Authority, and

WHEREAS, the City has a need to make improvements to the City's water system to ensure that the City is able to supply residents with a high quality, safe, and economical supply of water, and

WHEREAS, the requirements of the CDBG application require the City to hold a public hearing to allow citizens the opportunity to be heard and provide comments on the submission of a grant application;

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JANUARY 5, 2026, 5:00 PM

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF STORM LAKE, IOWA, that a public hearing be conducted by the City Council in the Storm Lake City Council Chambers, located at 620 Erie Street, Storm Lake, Iowa on Monday, January 19, 2026, at 5:00 p.m.

BE IT FURTHER RESOLVED, that the City Clerk shall give notice of said public hearing by publication of a notice in the City's official newspaper at least once, not less than four and not more than 20 days before the meeting.

PASSED, APPROVED, AND ADOPTED this 5TH DAY OF JANUARY 2026

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Moved by Council Member Ramos to adopt Resolution No. 30-R-2025-2026 setting the time and place of a Public Hearing for January 19, 2026, at 5:00 pm. in City Council Chambers on the approval of a Community Development and Housing Needs Assessment for the City of Storm Lake, Iowa. Seconded by Council Member Piercy Jr.. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 30-R-2025-2026
A RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC
HEARING ON THE APPROVAL OF A COMMUNITY DEVELOPMENT
AND HOUSING NEEDS ASSESSMENT FOR THE CITY OF STORM LAKE,
IOWA

WHEREAS, the City Council of the City of Storm Lake, Iowa desires to apply for Community Development Block Grant (CDBG) funding from the Iowa Economic Development Authority, and

WHEREAS, the City needs to develop, approve, and submit with the CDBG application a Community Development and Housing Needs Assessment, and

WHEREAS, the process for approval of the Community Development and Housing Needs Assessment requires that the City hold a public hearing to allow citizens the opportunity to be heard and provide comments on the development and approval of a Community Development and Housing Needs Assessment;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF STORM LAKE, IOWA, that a public hearing be conducted by the City Council in the Storm Lake City Hall, located at 620 Erie Street, Storm Lake, Iowa, on Monday, January 19, 2025, at 5:00 p.m.

BE IT FURTHER RESOLVED, that the City Clerk shall give notice of said public hearing by publication of a notice in the City's official newspaper at least once, not less than four and not more than 20 days before the meeting.

PASSED, APPROVED, AND ADOPTED this 5TH DAY OF JANUARY, 2026

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Code of Conduct - Moved by Council Member Riner to adopt Resolution No. 31-R-2025-2026 approving Code of Conduct. Seconded by Council Member Martinez. Roll call vote: All ayes. Motion carried.

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RESOLUTION NO. 31-R-2025-2026
RESOLUTION ADOPTING CDBG CODE OF CONDUCT

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

WHEREAS, the City’s current Code of Conduct has been determined to be out of date with the most recent federal requirements; and

WHEREAS, the grant program and Iowa Economic Development Authority require that the City adopts and maintains a Code of Conduct that is in compliance with the current federal and State guidelines in order to utilize grant funds; and

WHEREAS, the attached policy which is hereby incorporated into and made a part of this resolution;

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

SECTION 1. That the City hereby adopts the attached Code of Conduct for use by the City for its current and future Community Development Block Grant Program awards.

SECTION 2. That the Mayor is hereby authorized to sign the attached policy in acknowledgement of the adoption of the policy.

PASSED AND APPROVED THIS 5TH DAY OF JANUARY 2026.

Margaret J. McKeon, Mayor

ATTEST

Mayra A. Martinez, City Clerk

CODE OF CONDUCT
Required for CDBG Projects

PURPOSE

The purpose of this Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with the procurement policy and other applicable federal and state standards, regulations, and laws.

APPLICATION

This Code of Conduct applies to all officers, employees, or agents of City of Storm Lake, IA engaged in the award or administration of contracts supported by federal grant funds.

REQUIREMENTS

No officer, employee, or agent of City of Storm Lake shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, or agent;
 - b. Any member of his/her immediate family;
 - c. His/her partner; or
- An organization which employs or is about to employ any of the above; or, has a financial or other interest in the firm selected for award.

Officers, employees, or agents of City of Storm Lake shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

FRAUD, WASTE AND ABUSE

City of Storm Lake has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. All officers, employees, or agents shall notify City of Storm lake of suspected actions. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted. Concerns may be reported to:

Name & Title: Mayra A. Martinez, City Clerk

Phone: 712-732-8000

Address: 620 Erie Street

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Storm Lake IA 50588

REMEDIES

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against (Recipient's) officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents.

Passed and adopted this 5th day of January, 2026.

(signature)

Margaret J. McKeon, Mayor
(typed name), (title)

ATTEST:

(signature) Mayra A. Martinez, City Clerk

CDBG - Moved by Council Member Martinez to adopt Resolution No. 32-R-2025-2026 approving CDBG Equal Opportunity Policy. Seconded by Council Member Ricklefs. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 32-R-2025-2026
RESOLUTION ADOPTING CDBG EQUAL OPPORTUNITY POLICY

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

WHEREAS, the City's current Equal Opportunity Policy has been determined to be out of date with the most recent federal requirements; and

WHEREAS, the grant program and Iowa Economic Development Authority require that the City adopts and maintains a Equal Opportunity Policy that is in compliance with the current federal and State guidelines in order to utilize grant funds; and

WHEREAS, the attached policy which is hereby incorporated into and made a part of this resolution;

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

SECTION 1. That the City hereby adopts the attached Equal Opportunity Policy for use by the City for its current and future Community Development Block Grant Program awards.

SECTION 2. That the Mayor is hereby authorized to sign the attached policy in acknowledgement of the adoption of the policy.

PASSED AND APPROVED THIS 5TH DAY OF JANUARY 2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

EQUAL OPPORTUNITY POLICY STATEMENT

It is the policy of 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 that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.

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The City of Storm Lake has ultimate responsibility for the overall administration of the affirmative action/equal opportunity program. The total integration of equal opportunity into all parts of personnel and program management is the City of Storm Lake's responsibility. The City of Storm Lake

will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statutes.

The right of appeal and recourse is guaranteed by City of Storm Lake. 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, national origin, age, disability, political affiliation, sexual orientation, or citizenship has the right to file an equal opportunity complaint. Information and assistance relative to equal opportunity complaints shall be provided by the City Clerk, who can be contacted at City Hall.

This Equal Opportunity Policy of the City of Storm Lake shall be posted in conspicuous places within the facility, distributed to all employees, contractors and to the persons of all advisory and policy-making groups.

Mayor/Chairperson Margaret J. McKeon, Mayor

City of Storm Lake
City/County

Adopted on: 01/05/2026

Moved by Council Member Ricklefs to adopt Resolution No. 33-R-2025-2026 approving CDBG Affirmative Fair Housing Policy. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

**RESOLUTION NO. 33-R-2025-2026
RESOLUTION ADOPTING CDBG AFFIRMATIVE FAIR HOUSING POLICY**

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

WHEREAS, the City's current Affirmative Fair Housing Policy has been determined to be out of date with the most recent federal requirements; and

WHEREAS, the grant program and Iowa Economic Development Authority require that the City adopts and maintains an Affirmative Fair Housing Policy that is in compliance with the current federal and State guidelines in order to utilize grant funds; and

WHEREAS, the attached policy which is hereby incorporated into and made a part of this resolution;

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

SECTION 1. That the City hereby adopts the attached Affirmative Fair Housing Policy for use by the City for its current and future Community Development Block Grant Program awards.

SECTION 2. That the Mayor is hereby authorized to sign the attached Policy in acknowledgement of the adoption of the policy.

PASSED AND APPROVED THIS 5TH DAY OF JANUARY, 2026.

ATTEST

Margaret J. McKeon, Mayor

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Mayra A. Martinez, City Clerk

AFFIRMATIVE FAIR HOUSING POLICY / NOTICE

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

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

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

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

NAME: Mayra A. Martinez

OFFICE: City Clerk

ADDRESS: 620 Erie Street

CITY/STATE/ZIP CODE: Storm Lake IA 50588

PHONE NUMBER: (712) 732-8000

HOURS: 8:00 a.m. to 5:00 p.m., Monday - Friday

Affirmative Fair Housing Policy adopted on: 5th day of January, 2026.

(Signature)

Margaret J. McKeon, Mayor

(typed name, title)

ATTEST:

(signature) Mayra A. Martinez, City Clerk

Moved by Council Member Martinez to adopt Resolution No. 34-R-2025-2026 approving CDBG Procurement Policy. Seconded by Council Member Riner. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 34-R-2025-2026
RESOLUTION ADOPTING CDBG PROCUREMENT POLICY

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

WHEREAS, the City’s current Procurement Policy has been determined to be out of date with the most recent federal requirements; and

WHEREAS, the grant program and Iowa Economic Development Authority require that the City adopts and maintains a Procurement Policy that is in compliance with the current federal and State guidelines in order to utilize grant funds; and

WHEREAS, the attached policy, inclusive of eight pages, which is hereby incorporated into and made a part of this resolution;

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

SECTION 1. That the City hereby adopts the attached Procurement Policy for use by the City for its current and future Community Development Block Grant Program awards.

SECTION 2. That the Mayor is hereby authorized to sign the attached policy on Page 8 in acknowledgement of the adoption of the policy.

PASSED AND APPROVED THIS 5TH DAY OF JANUARY, 2026.

Margaret J. McKeon, Mayor

ATTEST

Mayra A. Martinez, City Clerk

**Community Development Block Grant
Procurement Policies and Procedures**

2 *CFR* 200.317 provides that subrecipients of a state that is administering federal funds will follow sections 200.318 (General procurement standards) through 200.326 (Contract provisions). However, 24 *CFR* 570.489(g), set out in full below, enables states that administer Community Development Block Grant funds to adopt procurement standards other than those set out in 2 *CFR* Part 200 for units of local government that are subrecipients of CDBG funds.

24 CFR 570.489 (g) Procurement: When procuring property or services to be paid for in whole or in part with CDBG funds, the State shall follow its procurement policies and procedures. The State shall establish requirements for procurement policies and procedures for units of general local government, based on full and open competition. Methods of procurement (e.g., small purchase, sealed bids/formal advertising, competitive proposals, and noncompetitive proposals) and their applicability shall be specified by the State. Cost plus a percentage of cost and percentage of construction costs methods of contracting shall not be used. The policies and procedures shall also include standards of conduct governing employees engaged in the award or administration of contracts. (Other conflicts of interest are covered by § 570.489(h).) The State shall ensure that all purchase orders and contracts include any clauses required by Federal statutes, Executive orders, and implementing regulations. The State shall make subrecipient and contractor determinations in accordance with the standards in 2 *CFR* 200.330.

The State of Iowa, in its administration of the CDBG, hereby establishes the following procurement standards for subrecipients of CDBG funding that are units of local government.

Procurement Standards

General (Replaces 2 *CFR* 200.318)

Subrecipients of the CDBG program must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The subrecipient alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the subrecipient of any contractual responsibilities under its contracts.

Conflicts of Interest in Awarding Contracts (Replaces 2 *CFR* 200.318)

The subrecipient must maintain written standards of conduct covering and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

If the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

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IEDA may terminate contracts with any CDBG subrecipient that violates this policy and may require full repayment of funds issued to the subrecipient.

Best Cost (Replaces 2 CFR 200.318)

The subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

The subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

Responsible Contractors (Replaces 2 CFR 200.318)

The subrecipient must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Awards must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following:

1. rationale for the method of procurement
2. selection of contract type
3. contractor selection or rejection
4. the basis for the contract price

Competition (Replaces 2 CFR 200.319)

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. IEDA will consider requests for waivers of this provision. The subrecipient must make a sufficient showing that the number of contractors that provide the goods or services is insufficient that it is necessary to not exclude contractors that developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Examples restrictions on competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equivalent" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

The subrecipient must conduct procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal or State of Iowa law expressly mandates or encourages geographic preference. Nothing in this section preempts state licensing laws.

When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion, provided that an appropriate number of qualified firms remain, given the nature and size of the project, to compete for the contract.

The subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical

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or not reasonably feasible to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Types of Procurement (Replaces 2 CFR 200.320) (based on Iowa Code section 11.117 & 11.118)

The procurement method used by the subrecipient is determined by what is being procured: construction, professional services (such as architectural, engineering, or technical services), or other general goods and/or services.

For construction, subrecipients shall refer to and follow Iowa Code chapter 26 (<https://www.legis.iowa.gov/docs/code/2022/26.pdf>). Be aware that there are differing contract dollar thresholds depending upon the type of project and the type of subrecipient (e.g., county, city with a population of less than 50,000, city with a population over 50,000, etc.). These thresholds are periodically updated; please check the Code for the most current information. Please also note that regardless of Iowa Code chapter 26, **HUD still requires that formal, competitive procurement, including construction bid notices, is published in a newspaper of general circulation.** If the project cost is anticipated to be below the Chapter 26 threshold, then follow the “other general goods and/or services” procedures below.

For professional services (such as architectural, engineering, or technical services), subrecipients shall use a formal *competitive selection* process to procure the services. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. For more detail, see the fourth method of procurement below, “competitive proposals.”

For other general goods and/or services, subrecipients shall adhere to one of the four following methods depending upon anticipated *aggregate total purchase cost*, not individual line-item cost. Note that this may result in utilizing several methods of procurement. For example, if certain goods/services can be procured from a particular pool of vendors, that group of goods/services should be batched together, and the anticipated total purchase price of those items would determine the procurement method. The process would then be repeated for any remaining goods/services. Please note that regardless of price, any service (e.g., asbestos testing, archeological survey, etc.) requires a contract be drawn up and signed; the contract must include the CDBG required contract provisions. Purchases of goods/materials only, if less than \$5,000, do not require a contract.

1. **Small:** Estimated annual value does not exceed \$5,000 and does not exceed \$15,000 for multiyear contracts: The subrecipient does not need to solicit competitive quotations if the subrecipient considers the price to be reasonable. To the extent practicable, the subrecipient must distribute such procurement equitably among qualified suppliers.
2. **Simple:** Estimated annual value exceeds \$5,000 but less than \$50,000 per year and does not exceed \$150,000 for multiyear contracts: The subrecipient may use an informal competitive selection process to engage a service provider. Informal selection means price or rate quotations must be obtained from an adequate number of qualified sources. The subrecipient may contact the prospective service providers in person, by telephone, fax, email, or letter. The subrecipient should solicit at least three prospective service providers. The subrecipient must justify, to IEDA’s satisfaction, contacting fewer than three service providers. The justification shall be included in the contract file.
3. **Sealed bids:** (formal advertising): Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: **Bids** are publicly solicited (*i.e., published in a newspaper of general circulation*) and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. A complete, adequate, and realistic specification or purchase description will be developed before bidding.

If this method is used, the following requirements apply:

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised (not required for nonprofit entities);
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly.
4. The subrecipient shall enter into a firm fixed price contract award with the lowest responsive and responsible bidder. Where specified in bidding documents, factors

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such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

5. Any or all bids may be rejected if there is a sound documented reason.

4. **Competitive Proposals:** Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: The technique of **competitive proposals** is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when a sealed bidding process is not appropriate, generally for service contracts. Apart from **professional services** such as architectural/engineering (A/E) services or technical assistance (which uses this method regardless of contract price), this method is not commonly used for traditional CDBG projects. If you believe your projects warrants this method for anything other than the professional services identified above, please consult with your IEDA project manager prior to initiating the process.

If this method is used, the following requirements apply:

1. Requests for proposals must be publicized (*i.e., in a newspaper of general circulation*) and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2. Proposals must be solicited from an adequate number of qualified sources;
3. The subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
5. The subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Note: Noncompetitive proposals: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. The item is available only from one possible source. This type of procurement is referred to as sole-source procurement;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
4. After solicitation of a number of sources, competition is determined inadequate. This type of procurement is referred to as single-source procurement and must be approved by IEDA prior to entering into contract.

Targeted Small Businesses – Minority, Disabled, and Woman Owned Businesses (Replaces 2 CFR 200.321)

The subrecipient must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, businesses owned by disabled persons, and labor surplus area firms are used when possible.

Affirmative steps must include:

1. Placing qualified small and minority businesses, small women's business enterprises, and small businesses owned by disabled persons on solicitation lists. Link to a directory of Targeted Small Businesses in Iowa: <https://iowaeda.microsoftcrmporals.com/tsb-search/>;
2. Ensuring that Targeted Small Businesses are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Targeted Small Businesses;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by Targeted Small Businesses;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Iowa Economic Development Targeted Small Business Program <https://www.iowaeconomicdevelopment.com/tsb>; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Recycled Content and Products (Replaces 2 CFR 200.322)

When appropriate, specifications shall include requirements for the use of recovered materials and products.

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The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

Cost Analysis and Contract Price (Replaces 2 CFR 200.323)

The subrecipient must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the subrecipient must make independent estimates before receiving bids or proposals.

The subrecipient must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the subrecipient under 2 CFR 200.402 – 406.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

Review of Procurement Documents and Procurement System (Replaces 2 CFR 200.324)

The subrecipient must make available upon request pre-procurement review; procurement documents, such as requests for proposals or invitations for bids; or independent cost estimates, when:

1. Requested by IEDA;
2. The procurement is expected to exceed the small, simple and professional acquisition thresholds and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small, simple and professional acquisition thresholds, specifies a "brand name" product;

IEDA Certification: The subrecipient may request that IEDA certify that its procurement system meets these standards.

Self-certification: The subrecipient may self-certify its procurement system. Such self-certification shall not limit IEDA's right to review and survey the system. If a subrecipient self-certifies its procurement system, the IEDA may rely on written assurances from the subrecipient that it is complying with these standards. The subrecipient must cite specific policies, procedures, regulations, or standards as compliant with these requirements and make its system available for review.

Bonding (Replaces 2 CFR 200.325)

For construction or facility improvement contracts or subcontracts for public improvement projects and multi-family residential buildings of eight units or more, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. A performance bond for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. A payment bond for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to ensure that the contractor will pay as required by law all persons supplying labor and material in the execution of the work provided for in the contract.

The subrecipient may petition IEDA to accept its bonding policy, provided that IEDA has made a determination that the Federal interest is adequately protected.

Recipients are expected to comply with all state requirements regarding bonding requirements for public improvement projects: <https://www.legis.iowa.gov/docs/code/2019/573.pdf>

Recipients should consult with their legal counsel to determine how state requirements may impact their CDBG project.

Contract Provisions (Replaces 2 CFR 200.326)

The subrecipient's contracts must contain the applicable provisions set out in Appendix II of the CDBG Management Guide

ACKNOWLEDGEMENT AND ADOPTION

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As a recipient of Community Development Block Grant (CDBG) funds, City of Storm Lake, IA adopts the State of Iowa’s CDBG Procurement Policies and Procedures and agrees to apply all policies and procedures to CDBG funded projects within City of Storm Lake, IA.

Adopted by: City of Storm Lake, IA
Adopted on: 5th day of January, 2026

Chief Elected Official:

Margaret J. McKeon, Mayor
Typed/printed name

Signature

Moved by Council Member Piercy Jr. to adopt Resolution No. 35-R-2025-2026 to adopt CDBG Prohibition On Use Of Excessive Force Policy. Seconded by Council Member Martinez. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 35-R-2025-2026
RESOLUTION ADOPTING CDBG PROHIBITION ON USE OF EXCESSIVE FORCE POLICY

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

WHEREAS, the City’s current Prohibition on Use of Excessive Force Policy has been determined to be out of date with the most recent federal requirements; and

WHEREAS, the grant program and Iowa Economic Development Authority require that the City adopts and maintains a Prohibition on Use of Excessive Force Policy that is in compliance with the current federal and State guidelines in order to utilize grant funds; and

WHEREAS, the attached policy which is hereby incorporated into and made a part of this resolution;

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

SECTION 1. That the City hereby adopts the attached Prohibition on Use of Excessive Force Policy for use by the City for its current and future Community Development Block Grant Program awards.

SECTION 2. That the Mayor is hereby authorized to sign the attached policy in acknowledgement of the adoption of the policy.

PASSED AND APPROVED THIS 5TH DAY OF JANUARY, 2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE

WHEREAS, City of Storm Lake, IA has received federal funding through the Community Development Block Grant (CDBG) program; and,

WHEREAS, Section 519 of the Department of Veteran Affairs and U.S. Department of Housing and Urban Development, and Independent Agencies Appropriations Act of 1990 requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient’s jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

WHEREAS, all recipients of CDBG funds are further required to follow a policy of enforcing applicable state and local laws against physically barring entrances or exits to a facility that is the

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subject of a nonviolent protest demonstration; and

WHEREAS, City of Storm Lake endorses a policy prohibiting the use of excessive force and will inform all law enforcement agencies within its jurisdiction of this policy,

NOW, THEREFORE, BE IT RESOLVED, City of Storm Lake hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, City of Storm Lake agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration. City of Storm Lake further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that City of Storm Lake has not complied with this policy to file a complaint.

Information and assistance relative to excessive force complaints shall be provided by: Name: Mayra A. Martinez, City Clerk
Phone Number: 712-732-8000

Adopted by City of Storm Lake this 5th day of January, 2026

Signed {chief elected official} _____
Margaret J. McKeon, Mayor

Moved by Council Member Ricklefs to adopt Resolution No. 36-R-2025-2026 approving CDBG Affirmative Residential Anti-Displacement And Relocation Assistance Plan (RARA). Seconded by Council Member Piercy Jr.. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 36-R-2025-2026
RESOLUTION ADOPTING CDBG AFFIRMATIVE RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN (RARA)
WHEREAS, the City of Storm Lake has received a Community Development Block Grant from the State of Iowa and the Iowa Economic Development Authority; and

WHEREAS, the City’s current Affirmative Residential Anti-Displacement and Relocation Assistance Plan (RARA) has been determined to be out of date with the most recent federal requirements; and

WHEREAS, the grant program and Iowa Economic Development Authority require that the City adopts and maintains an Affirmative Residential Anti-displacement and Relocation Assistance Plan (RARA) that is in compliance with the current federal and State guidelines in order to utilize grant funds; and

WHEREAS, the attached policy which is hereby incorporated into and made a part of this resolution;

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

SECTION 1. That the City hereby adopts the attached Affirmative Residential Anti-Displacement and Relocation Assistance Plan (RARA) for use by the City for its current and future Community Development Block Grant Program awards.

SECTION 2. That the Mayor is hereby authorized to sign the attached Policy in acknowledgement of the adoption of the policy.

PASSED AND APPROVED THIS 5TH DAY OF JANUARY, 2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

This Residential Anti-displacement and Relocation Assistance Plan is prepared by the City of Storm Lake, IA in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG-assisted projects.

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, the City of Storm Lake will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
- Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
- Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
- Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are “lower-income dwelling units” (as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project.

Relocation Assistance to Displaced Persons

The City of Storm Lake will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

One-for-One Replacement of Lower-Income Dwelling Units

The City of Storm Lake will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program in accordance with 24 CFR 42.375. Before entering into a contract committing the City of Storm Lake to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the City of Storm Lake will make public by publication in a newspaper of general circulation and submit to the Iowa Economic Development Authority (IEDA) the following information in writing:

A description of the proposed assisted project;

The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income

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dwelling units as a result of an assisted project;
A time schedule for the commencement and completion of the demolition or conversion;
To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. NOTE: See also 24 CFR 42.375(d).
The source of funding and a time schedule for the provision of the replacement dwelling units;
The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the City of Storm Lake will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

Replacement not Required Based on Unit Availability

Under 24 CFR 42.375(d), the City of Storm Lake may submit a request to IEDA for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

Contacts

The City Clerk's Office of the City of Storm Lake is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period. The City Clerk's Office of the City of Storm Lake is responsible for providing relocation payments and other relocation assistance to any lower lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Adopted by the City of Storm Lake this 5th day of January 2026.

Signed: Margaret J. McKeon, Mayor

2026 Strategic Plan - Moved by Council Member Martinez to approve the 2026 Strategic Plan. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

Fiscal Year 2027-2031 Proposed Capital Improvement Plan - City Council members and staff met and discussed the FY 2027-2031 proposed Capital Improvement plan for the General Fund.

City Council Requested Items / City Council Updates – Nuisance Code discussion on March 15, 2026, and Truck Routes discussion on April 6, 2026.

Adjourn - Moved by Council Member Ramos to adjourn at 7:14 pm. Seconded by Council Member Martinez. Vote: All ayes. Motion carried.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



**CITY OF STORM LAKE
APPLICATION FOR GARBAGE COLLECTION SERVICE**

Applicant's Name Curt Snyder Date of Birth 02/11/1970

DBA Carroll Refuse Service
(Legal Name of Business – Legal Description of Business)

Address 326 N. Carroll St. PO Box 667 Carroll, IA 51401
(Street Name Mailing/ PO Box City, State, Zip Code)

Phone: 712-792-0101 E-mail carrollrefuse-service@gmail.com
(Business / Cell Number)

Address of Business or Base Operation 1509 E 4th St. Storm Lake

For each Vehicle to be used under this permit provide the following:

2013	Peterbilt	320			SGS LLC
2008	Autocar Lic	Xpeditor Wx			SGS LLC
2002	International	4000, 4400	VIN #	Owner	SGS LLC
2018	International	7000, 7400			SGS LLC
2011	International	4000, 4400	VIN #	Owner	SGS LLC
2005	International	4000 4400			SGS LLC
2015	Peterbilt	COE 320	VIN#	Owner	SGS LLC

yes Proof of proper Vehicle (as described in Section 3-1-11).

yes Proof of Registration and Licensed Vehicle

yes Proof of General Liability Insurance **naming the City of Storm Lake, Iowa as an additional insured.** Combined Single Limit for Bodily Injury and Property Damage Liability, Automobile Liability Insurance, plus Worker's Compensation Insurance (as described in Section 3-1-5)

Paid License Fee: \$100.00

Garbage and yard waste collected shall be bagged in plastic bags; shredded paper collected as recyclable materials must be placed in clear or color transparent plastic bags for readily identification, and all other recyclable materials shall not be bagged. All garbage or recyclable materials stored out of doors or placed out of doors for collection, shall be stored or placed in covered cans that have a capacity of at least thirty-two (32) gallons and will be picked up every 7 days. (as described in Section 3-1-3)

All persons collecting garbage, recyclable materials and yard waste by contract or under permit shall utilize the Sanitary Disposal Project for Buena Vista County, which is the transfer station and recycling center of the Buena Vista County Solid Waste Commission, for the deposit of such collected garbage, recyclable materials and yard waste. (as described in Section 3-1-13) All persons collecting garbage, recyclable materials and yard waste must establish a collection fee to assess the persons utilizing this collection service.

Curt Snyder
Signature of Applicant

4/16/2026
Date

Staff Summary

1/19/2026

Agenda Item # D.1.A.



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

REPORT TO: Honorable Mayor & Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Motion to Approve Ziegler Generator Agreement - Wastewater**

BACKGROUND: Renewal of Ziegler Generator Agreement - Wastewater

FISCAL IMPACT: \$54,301.88 Annually

RECOMMENDATION: Approve Generator Agreement with Ziegler for Wastewater

ATTACHMENTS:

1. Agmt - Wastewater

1/5/2026

1500 ZIEGLER DRIVE NW
ALTOONA, IA 50009
WWW.ZIEGLERCAT.COM/POWER

To:
JORGE TARIN
CITY OF STORM LAKE
PO BOX 1086
STORM LAKE, IA 50588-1086

Dear Jorge,

Enclosed is a 3 year Customer Support Agreement (CSA) for the following Engines :

Model(s): DQCB-13395 | DSHAD-1404 | DGGD-57612 | DFEG-14045 | DSFAB-1404 | DFEG-14045 |
DFEG-14045 | DSKCA-1404 | DFEG-14045 | DQCB-13395 | 100DGDB_EL | 20DGAB | 4A23G1 |

The payment price will not increase during the agreement period. If this agreement is acceptable, please sign, date, run copy for your file and return to me in the enclosed self-addressed envelope, fax to (515) 957-3879, or email to Shane.Johnson@zieglercat.com.

Please call me at 515-957-3903 with any questions you may have.

We appreciate your business and thank you.

Sincerely,



Shane Johnson
Customer Support Representative

CUSTOMER SUPPORT AGREEMENT

Date: 1/5/2026



Proposal No. 10352

1500 Ziegler Drive NW
Altoona, IA 50009
515-957-3800 / 800-342-7002

To:
JORGE TARIN
CITY OF STORM LAKE
PO BOX 1086
STORM LAKE, IA 50588-1086

Re:
3 year Customer Support Agreement (CSA) for
MODEL: DQCB-13395 | DSHAD-1404 | DGGD-57612 | DFEG-14045 | DSFAB-1404 | DFEG-14045 | DFEG-14045 | DSKCA-1404 | DFEG-14045 | DQCB-13395 | 100DGDB_EL | 20DGAB | 4A23G1 | 4BT3.9-G1_EB |
SERIAL: J130582179 | D140672664 | D060913479 | E140683039 | D140673404 | E140678741 | E140683040 | D140671921 | E140678741 | J130581499 | B920450365 | B920446365 | 53132713 | 45001383 | B920446366 |

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

Enclosed is a 3 year Customer Support Agreement (CSA) for the following Engines :

Model(s): DQCB-13395 | DSHAD-1404 | DGGD-57612 | DFEG-14045 | DSFAB-1404 | DFEG-14045 | DFEG-14045 | DSKCA-1404 | DFEG-14045 | DQCB-13395 | 100DGDB_EL | 20DGAB | 4A23G1 | 4BT3.9-G1_EB | 20DGAB | 3R0096_DS30 | 50DGCA |

AGREEMENT START DATE: 1/1/2026

AGREEMENT END DATE: 12/31/2028

INVOICE FREQUENCY: ☐ Monthly
INVOICE AMOUNT: \$4,763.32

☐ Annually
\$54,301.88

*Annual price includes a 5% discount

IMPORTANT NOTES

- CUSTOMER SUPPORT AGREEMENT PRICING WILL NOT INCREASE DURING THE TERM OF THIS AGREEMENT.
- PRICE INCLUDES PARTS, LABOR, TRAVEL AND DISPOSAL OF ALL FLUIDS PER E.P.A. STANDARDS.
- TRAINED AND CERTIFIED ENGINE/GENERATOR TECHNICIANS WILL PERFORM ALL SERVICES.

TERMS AND CONDITIONS

- Agreement pricing is based upon generator run time between 0 and 250 hours per year (standby applications).
- Invoices will be sent on the first day of each invoicing period (i.e. monthly, quarterly, semi-annually or annually).
- Either party may cancel this agreement with a (60) sixty day written notice.
- This proposal is valid for (30) thirty days.
- Prices assume all services to be performed during normal business hours (7:30am - 4:00pm, M-F) unless otherwise specified.
- Pricing does not include local and/or state taxes. Taxes will be applied to invoices where applicable.
- Additional Terms and Conditions below.

ACCEPTED BY:

Please Sign Name: _____

Please Print Name: _____

Date: _____

Respectfully submitted,
Ziegler Power Systems

By: Shane Johnson

Customer Support Representative

Level Definitions

Watchguard Level 1 (64 Point Inspection)

Includes inspection of the following systems:

- Cooling
- Lube Oil
- Air Intake
- Fuel
- Exhaust (inside building only)
- Starting
- Engine
- Generator
- Transfer Switch
- Coolant and Oil Analysis
- Provide written report

MODEL: DQCB-13395 | SERIAL: J130582179

Level 1

Jul/2026 , Jul/2027 , Jul/2028

MODEL: DSHAD-1404 | SERIAL: D140672664

Level 1

Jul/2026 , Jul/2027 , Jul/2028

MODEL: DGGD-57612 | SERIAL: D060913479

Level 1

Jul/2026 , Jul/2027 , Jul/2028

MODEL: DFEG-14045 | SERIAL: E140683039

Level 1

Jul/2026 , Jul/2027 , Jul/2028

MODEL: DSFAB-1404 | SERIAL: D140673404

Level 1

Jul/2026 , Jul/2027 , Jul/2028

MODEL: DFEG-14045 | SERIAL: E140678741

Level 1

Jul/2026 , Jul/2027 , Jul/2028

MODEL: DFEG-14045 | SERIAL: E140683040

Level 1

Jul/2026 , Jul/2027 , Jul/2028

MODEL: DSKCA-1404 | SERIAL: D140671921

Level 1

Jul/2026 , Jul/2027 , Jul/2028

MODEL: DFEG-14045 | SERIAL: E140678741

Level 1

Jul/2026 , Jul/2027 , Jul/2028

MODEL: DQCB-13395 | SERIAL: J130581499

Level 1

Jul/2026 , Jul/2027 , Jul/2028

MODEL: 100DGDB_EL | SERIAL: B920450365

Level 1

Jul/2026 , Jul/2027 , Jul/2028

MODEL: 20DGAB | SERIAL: B920446365

Level 1

Jul/2026 , Jul/2027 , Jul/2028

MODEL: 4A23G1 | SERIAL: 53132713

Level 1

Jul/2026 , Jul/2027 , Jul/2028

MODEL: 4BT3.9-G1_EB | SERIAL: 45001383

Level 1

Jul/2026 , Jul/2027 , Jul/2028

MODEL: 20DGAB | SERIAL: B920446366

Level 1

Jul/2026 , Jul/2027 , Jul/2028

MODEL: 3R0096_DS30 | SERIAL: 95090503002

Level 1

Jul/2026 , Jul/2027 , Jul/2028

MODEL: 50DGCA | SERIAL: C920452397

Level 1

Jul/2026 , Jul/2027 , Jul/2028

WatchGuard Level 2 (67-Point Inspection with Oil and Filter Change)

Includes the following:

- Level 1 Inspection
- Change engine oil
- Change engine oil filter(s)
- Change engine fuel filter(s)
- Inspect air filter(s)
- Disposal of old fluids per EPA standards
- Provide written report

MODEL: DQCB-13395 | SERIAL: J130582179

Level 2

Jan/2026 , Jan/2027 , Jan/2028

MODEL: DSHAD-1404 | SERIAL: D140672664

Level 2

Jan/2026 , Jan/2027 , Jan/2028

MODEL: DGGD-57612 | SERIAL: D060913479

Level 2

Jan/2026 , Jan/2027 , Jan/2028

MODEL: DFEG-14045 | SERIAL: E140683039

Level 2

Jan/2026 , Jan/2027 , Jan/2028

MODEL: DSFAB-1404 | SERIAL: D140673404

Level 2

Jan/2026 , Jan/2027 , Jan/2028

MODEL: DFEG-14045 | SERIAL: E140678741

Level 2

Jan/2026 , Jan/2027 , Jan/2028

MODEL: DFEG-14045 | SERIAL: E140683040

Level 2

Jan/2026 , Jan/2027 , Jan/2028

MODEL: DSKCA-1404 | SERIAL: D140671921

Level 2

Jan/2026 , Jan/2027 , Jan/2028

MODEL: DFEG-14045 | SERIAL: E140678741

Level 2

Jan/2026 , Jan/2027 , Jan/2028

MODEL: DQCB-13395 | SERIAL: J130581499

Level 2

Jan/2026 , Jan/2027 , Jan/2028

MODEL: 100DGDB_EL | SERIAL: B920450365

Level 2

Jan/2026 , Jan/2027 , Jan/2028

MODEL: 20DGAB | SERIAL: B920446365

Level 2

Jan/2026 , Jan/2027 , Jan/2028

MODEL: 4A23G1 | SERIAL: 53132713

Level 2

Jan/2026 , Jan/2027 , Jan/2028

MODEL: 4BT3.9-G1_EB | SERIAL: 45001383

Level 2

Jan/2026 , Jan/2027 , Jan/2028

MODEL: 20DGAB | SERIAL: B920446366

Level 2

Jan/2026 , Jan/2027 , Jan/2028

MODEL: 3R0096_DS30 | SERIAL: 95090503002

Level 2

Jan/2026 , Jan/2027 , Jan/2028

MODEL: 50DGCA | SERIAL: C920452397

Level 2

Jan/2026 , Jan/2027 , Jan/2028

WatchGuard Level 3 (Cooling System Service)

Includes the following:

- Drain and refill cooling system, add coolant additives
- Replace cooling systems hoses
- Replace engine thermostats (where applicable)
- Disposal of old fluids per EPA standards
- Provide written report

MODEL: DQCB-13395 | SERIAL: J130582179

Level 3

Jul/2026

MODEL: DSHAD-1404 | SERIAL: D140672664

Level 3

Jul/2026

MODEL: DGGD-57612 | SERIAL: D060913479

Level 3

Jul/2026

MODEL: DFEG-14045 | SERIAL: E140683039

Level 3

Jul/2026

MODEL: DSFAB-1404 | SERIAL: D140673404

Level 3

Jul/2026

MODEL: DFEG-14045 | SERIAL: E140678741

Level 3

Jul/2026

MODEL: DFEG-14045 | SERIAL: E140683040

Level 3

Jul/2026

MODEL: DSKCA-1404 | SERIAL: D140671921

Level 3

Jul/2026

MODEL: DFEG-14045 | SERIAL: E140678741

Level 3

Jul/2026

MODEL: DQCB-13395 | SERIAL: J130581499

Level 3

Jul/2026

MODEL: 100DGDB_EL | SERIAL: B920450365

Level 3
Jul/2026

MODEL: 20DGAB | SERIAL: B920446365

Level 3
Jul/2026

MODEL: 4A23G1 | SERIAL: 53132713

Level 3
Jul/2026

MODEL: 4BT3.9-G1_EB | SERIAL: 45001383

Level 3
Jul/2026

MODEL: 20DGAB | SERIAL: B920446366

Level 3
Jul/2026

MODEL: 3R0096_DS30 | SERIAL: 95090503002

Level 3
Jul/2026

MODEL: 50DGCA | SERIAL: C920452397

Level 3
Jan/2026

WatchGuard Level 5 (Load Bank Testing)

Includes the following:

- Engine load bank test (2 - hours)
- Provide written report

MODEL: DQCB-13395 | SERIAL: J130582179

Level 5
Jul/2026

MODEL: DSHAD-1404 | SERIAL: D140672664

Level 5
Jul/2026

MODEL: DGGD-57612 | SERIAL: D060913479

Level 5
Jul/2026

MODEL: DFEG-14045 | SERIAL: E140683039

Level 5
Jul/2026

MODEL: DSFAB-1404 | SERIAL: D140673404

Level 5
Jul/2026

MODEL: DFEG-14045 | SERIAL: E140678741

Level 5
Jul/2026

MODEL: DFEG-14045 | SERIAL: E140683040

Level 5
Jul/2026

MODEL: DSKCA-1404 | SERIAL: D140671921

Level 5
Jul/2026

MODEL: DFEG-14045 | SERIAL: E140678741

Level 5
Jul/2026

MODEL: DQCB-13395 | SERIAL: J130581499

Level 5
Jul/2026

MODEL: 100DGDB_EL | SERIAL: B920450365

Level 5
Jul/2026

MODEL: 20DGAB | SERIAL: B920446365

Level 5
Jul/2026

MODEL: 4A23G1 | SERIAL: 53132713

Level 5
Jul/2026

MODEL: 4BT3.9-G1_EB | SERIAL: 45001383

Level 5
Jul/2026

MODEL: 20DGAB | SERIAL: B920446366

Level 5
Jul/2026

MODEL: 3R0096_DS30 | SERIAL: 95090503002

Level 5
Jul/2026

MODEL: 50DGCA | SERIAL: C920452397

Level 5
Jul/2026

Watchguard Level 9 (Battery Replacement Program)

Includes the following services

- Complete electrical system check
- Battery charger adjustment
- Test engine starter amperage
- Removal and disposal of old lead acid batteries per EPA standards

- Installation of new, low antimony batteries specifically designed for standby applications
- Provide written report

MODEL: DQCB-13395 | SERIAL: J130582179

Level 9
Jul/2026

MODEL: DSHAD-1404 | SERIAL: D140672664

Level 9
Jul/2026

MODEL: DGGD-57612 | SERIAL: D060913479

Level 9
Jul/2026

MODEL: DFEG-14045 | SERIAL: E140683039

Level 9
Jul/2026

MODEL: DSFAB-1404 | SERIAL: D140673404

Level 9
Jul/2026

MODEL: DFEG-14045 | SERIAL: E140678741

Level 9
Jul/2026

MODEL: DFEG-14045 | SERIAL: E140683040

Level 9
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MODEL: DSKCA-1404 | SERIAL: D140671921

Level 9
Jul/2026

MODEL: DFEG-14045 | SERIAL: E140678741

Level 9
Jul/2026

MODEL: DQCB-13395 | SERIAL: J130581499

Level 9
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MODEL: 100DGDB_EL | SERIAL: B920450365

Level 9
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MODEL: 20DGAB | SERIAL: B920446365

Level 9
Jul/2026

MODEL: 4A23G1 | SERIAL: 53132713

Level 9
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MODEL: 4BT3.9-G1_EB | SERIAL: 45001383

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Jul/2026

MODEL: 3R0096_DS30 | SERIAL: 95090503002

Level 9

Jan/2026

MODEL: 50DGCA | SERIAL: C920452397

Level 9

Jul/2026

Customer Requirements

It is the customer's responsibility to...

- Perform weekly and monthly inspections of the engine/generator
- Maintain written or computerized records of the weekly and monthly inspections.
- Contact Ziegler Power Systems with any problems or concerns noted during the weekly and monthly inspections.

Ziegler Power Systems Exclusion of Responsibility:

Ziegler Inc. is not responsible for...

- Providing a portable generator during repairs
- Fuel consumed by generator set during operation
- Building wiring
- System modifications
- Acts of nature, terrorism or war
- Uses of generator beyond rated capacity
- Main fuel tank or piping problems
- Emissions permitting
- Regulation changes
- State and local taxes
- Customer abuse/neglect

CUSTOMER VALUE AGREEMENT – TERMS AND CONDITIONS

- Customer agrees to the terms and conditions set forth on the preceding Customer Value Agreement Proposal (the "Proposal") and the following terms and conditions, including the websites referred to herein (together with the Proposal, the "Agreement"). Ziegler Inc. ("Ziegler") rejects all different or additional terms submitted by Customer, and any such terms shall be void.
- 1.Term. The Agreement shall begin on the Start Date and end on the End Date identified on page 1, unless earlier terminated as set forth herein.
- 2.Services. Ziegler will perform preventative maintenance services on the Engine(s) identified on page 1 in accordance with the Level Definitions set forth in the Proposal (collectively, the "Services"). All Services are subject to the exclusions and limitations set forth herein. Services include all parts, labor, travel and disposal of all fluids per U.S. Environmental Protection Agency standards. Except as otherwise agreed upon by Customer and Ziegler as noted on page 1, Services shall be performed during Ziegler's normal business hours (7:30 a.m. to 4:00 p.m., Monday through Friday). Services performed outside of Ziegler's normal business hours will be subject to additional charges. In the event Customer cancels scheduled Services on the day Services are to be performed, Customer shall pay a cancellation fee in the amount of travel time and mileage and will cooperate with Ziegler to re-schedule the cancelled Services. This Agreement is based upon equipment run time between 0 and 250 hours per year (standby applications); run time exceeding 250 hours per year may be subject to additional costs. Repairs classified outside the scope of the applicable service level will result in additional costs to Customer. Customer will have ten (10) days to reject the Services provided. If Customer rejects the services, it will do so by providing a written notice specifically identifying the manner in

which the Services fail to materially comply with manufacturer's applicable specifications. Ziegler will be entitled to rely on all decisions and approvals of Customer in connection with the Services.

- 3.Payment. Customer will pay the Invoice Amount identified on page 1, plus any Additional Charges (as defined in Section 4 below), at the frequency set forth on page 1. The Invoice Amount will not increase during the term of the Agreement. Customer agrees to make payment to Ziegler Net 10th of the following month from the date of invoice. Late payments, which are not under any dispute, will result in default and a late fee of 1.5% per month (18% annual), which will be assessed on all past due amounts until paid in full. Any payments made will first be applied toward the late fee, then toward the past amount due. Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion upon Customer's failure to pay or comply with the payment requirements of this Agreement. All amounts due under this Agreement shall be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.Taxes, Licenses, Permits, and Additional Charges. Customer is responsible for all local and/or state sales and use taxes in connection with this Agreement. Taxes will be applied to invoices, where applicable, as required by law. Customer will obtain, at its sole cost and expense, all applicable licenses and permits (including emissions permitting) necessary for performance of the Services. Customer is responsible for service charges and environmental charges incurred in performing the Services (collectively, "Additional Charges") as communicated in advance by Ziegler.
- 5.Additional Services. Repairs or other work classified outside standard preventative maintenance services will result in additional costs to Customer and will be invoiced separately on a time and materials basis. Such services include, but are not limited to, any service that is considered electrical work pursuant to Minnesota Statutes, Section 326B.31, subdivision 17 or Iowa Code Title III, Section 103 (2022). A verbal commitment or authorization by Customer to perform such additional services will be binding on Customer and will entitle Ziegler to such additional compensation. Any repairs or other work performed outside of the original scope at the direction of Customer will be deemed to be included as Services hereunder.
- 6.Customer Obligations. Customer agrees to maintain the Engine(s) in accordance with the obligations below. Customer's failure to perform any of the following obligations will be considered a breach of this Agreement:
 - a.Operation and Regular Maintenance. Customer agrees to operate the Engine(s) only within its rated capacity. Customer agrees to perform weekly and monthly maintenance and inspections in accordance with manufacturer guidelines, as provided by Ziegler, and provide to Ziegler, upon reasonable request, written or computerized maintenance and inspection records. Customer further agrees to promptly contact Ziegler with any problems or concerns noted during the weekly and monthly inspections and Ziegler and Customer will work together to address such problems or concerns.
 - b.Equipment Access. Customer agrees to furnish safe, free, and full access to the Engine(s) to enable Ziegler employees to perform the Services. Customer will take all reasonably necessary steps to provide for the safety of all Ziegler employees performing the Services. Customer shall promptly notify Ziegler if, during the term of this Agreement, Customer observes or otherwise learns of any condition(s) which pose a threat to the safety of persons or property, adversely affects the Engine(s), or is in violation of any applicable federal, state, or local laws, rules or regulations.
 - c.Halt Operation. Customer agrees to shut an Engine down, if after inspection by Ziegler, it is determined that further operation of the Engine will result in imminent mechanical damage to the components covered in this Agreement.
- 7.Exclusions. Ziegler is not responsible for: (1) Customer's abuse or failure to maintain or operate equipment in accordance with the respective equipment manufacturer's operations and maintenance manual as provided by Ziegler in advance, (2) provision of rental equipment during repair, (3) fuel consumed by equipment during operation and performance of maintenance services, (4) building wiring, system modifications, main fuel tank or piping problems, (5) repairs or maintenance to building or enclosure, transformers, radiators, fuel tanks, or other components outside the scope of the Services, unless otherwise agreed to in writing by both parties, (6) unauthorized repairs or adjustments, or repairs or adjustments made by unauthorized person(s), (7) performance complaints, including but not limited to, any adjustments to fuel settings or programming of any electronic controls, (8) downtime or downtime -related expenses or economic loss, (9) extermination of any creature taking up residence in the generator enclosure or building, or (10) any Force Majeure Events (as defined in Section 17 below).
- 8.Indemnification. Subject to the limitations set forth in this Agreement, Ziegler shall indemnify Customer and its respective officers, directors, employees, agents, assigns and successors, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) (collectively, "Losses") for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Ziegler or Ziegler's officers, directors, employees, or agents in the performance and furnishing of the Services. Customer shall indemnify Ziegler, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, assigns and successors, against any Losses for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Customer or Customer's officers, directors, employees, or agents.
- 9.Insurance. Ziegler will maintain in full force and effect throughout the term of this Agreement the following forms of insurance: (a) worker's compensation and occupational disease insurance within statutory limits; (b) commercial general liability insurance, including products and completed operations, contractual liability, and personal injury, written on an occurrence basis, with limits not less than a combined single limit per occurrence of \$1,000,000, \$2,000,000 general aggregate for bodily injury and property damage; \$1,000,000 aggregate for products/completed operations; and \$1,000,000 per person for personal injury/advertising injury; (c) automobile liability insurance for vehicles owned or operated by Ziegler, its employees or agents, with combined bodily injury and property damage limits of liability of no less than \$1,000,000 per occurrence; and (d) excess liability insurance over that required in clauses (a), (b), and (c) above, under the umbrella form, with a limit of liability of no less than \$1,000,000 each occurrence. Upon request, Ziegler will provide to Customer a Certificate of Insurance

evidencing Ziegler's compliance with such insurance requirements.

- 10.Damages; Maximum Liability. IN NO EVENT WILL ZIEGLER, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, DIMINUTION OF VALUE, LOSS OF USE, DOWNTIME OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT ZIEGLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL ZIEGLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO ZIEGLER HEREUNDER IN THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM.
- 11.Service Warranty. Ziegler warrants the Services will be performed in a professional, workmanlike manner, by qualified personnel consistent with industry standards, free from defects in workmanship for a period of 12 months from the date of completion of the Services, subject to the terms of the then-current Ziegler Power Systems Service Department Labor Warranty, a copy of which is available upon request. Warranty claims must be brought within the warranty period. Customer must provide prompt notice to Ziegler after discovery and before expiration of the warranty period. As Customer's sole and exclusive remedy, Ziegler, at Ziegler's sole discretion, will either re-perform the Service during Ziegler's normal business hours or refund all or part of the monies paid by Customer for the Service performed. Replacement parts shall be covered under the applicable warranty provided by the manufacturer. Non-Ziegler provided components are not covered by this warranty.
- 12.Disclaimer of Warranties. WITH THE EXCEPTION OF THE SERVICE WARRANTY PROVIDED IN SECTION 11, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ZIEGLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 13.Termination; Suspension.
 - a.Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party. In the event of early termination by Customer, Customer shall pay for all approved Services performed prior to the termination date.
 - b.If either party breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceedings, or makes an assignment for the benefit of creditors, the non-breaching party shall have the right to immediately terminate this Agreement by giving the breaching party written notice. In the event Customer breaches any provision hereof, and upon receipt of notice, Customer shall immediately pay Ziegler any monies due and owing up to the time of termination for Services performed. Notwithstanding the foregoing, if Customer fails to comply with the provision for Equipment Access in Section 6.b, Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion.
- 14.Data and Privacy. Ziegler and its partners, affiliates, subsidiaries, and third parties, including but not limited to suppliers, manufacturers, dealers, and service providers (collectively, "Ziegler Parties"), collect and share information relating to products, services, and customers as detailed in Ziegler's Privacy Policy and applicable manufacturers' statements located at www.zieglercat.com/privacy, which are hereby incorporated into this Agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to collect, process, and assess information, such as equipment locations, operating hours, health of equipment, and basic utilization (collectively, "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Ziegler Parties with a legitimate business reason to access the information, including, but not limited to, providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Customer understands that Telematics or other tools, as applicable, may have been activated on machines by Ziegler or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Customer upon request. Customer consents to the collection, use, storage, processing, sharing, and disclosure of such information by Ziegler Parties in accordance with this Agreement, Ziegler's Privacy Policy, and applicable manufacturers' statements.
- 15.Notices. All notices, requests, demands and other communications, including any notice of change of address, shall be sent by certified or registered mail with postage prepaid to the last designated address to the other party.
- 16.Compliance with Laws, Rules and Regulations. Each party agrees to comply with applicable federal, state, and local laws, rules, and regulations applicable to the Services in effect at the time of performance of the Services. Upon completion of the Services, Customer shall be responsible for complying with any changes in federal, state, and local laws, rules, and regulations.
- 17.Force Majeure. Ziegler will not be liable to Customer, and will not be deemed to have breached this Agreement, for any failure or delay in performing any term of this Agreement, to the extent the failure or delay is caused by or results from acts beyond Ziegler's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, cyber-attacks, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, epidemics or pandemics, labor stoppages or slowdowns or other industrial disturbances, concealed or unknown conditions at the site, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Ziegler's ability to perform will absolve Ziegler from any liability to Customer.
- 18.Entire Agreement; Amendment. This Agreement constitutes the entire agreement between Ziegler and Customer. Customer acknowledges and agrees that there are no oral or written contracts, agreements or warranties other than are set forth in this Agreement. No amendment or modification of this Agreement will be valid unless it is set forth in writing, signed by authorized representatives of both parties.
- 19.Waiver. No course of dealing, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement, in whole or in part, shall be construed to be a waiver of any subsequent breach of the same or any other provision.

- 20. Severability. Each portion of this Agreement is intended to be severable. If any term or provision hereof is held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 21. Survival. Any term or provision of this Agreement of an ongoing nature and/or which, by its nature and context, should reasonably be expected to survive the expiration or earlier termination of this Agreement, shall so survive such expiration or termination thereof.
- 22. Disputes; Governing Law. This Agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this Agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Ziegler, in its sole discretion, commences proceedings in a different jurisdiction or venue.
- 23. Counterparts; Electronic Signatures. This Agreement may be separately signed by Ziegler and Customer in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same Agreement. Customer agrees that the Electronic Signatures (whether digital or encrypted) included in this Agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Staff Summary

1/19/2026

Agenda Item # D.1.B.



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

REPORT TO: Honorable Mayor & Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Motion to Approve Ziegler Generator Agreement — Water**

BACKGROUND: Annual Renewal of Ziegler Generator Agreement - Water

FISCAL IMPACT: \$21,339.66 Annually

RECOMMENDATION: Approve Ziegler Generator Agreement for Water

ATTACHMENTS:

- 1. Agmt - Water

1/5/2026

1500 ZIEGLER DRIVE NW
ALTOONA, IA 50009
WWW.ZIEGLERCAT.COM/POWER

To:
Kolby Struchen
CITY OF STORM LAKE
PO BOX 1086
STORM LAKE, IA 50588-1086

Dear Kolby,

Enclosed is a 3 year Customer Support Agreement (CSA) for the following Engines :

Model(s): 3412 | 3406 PKG | 3306 PKG |

Serial Number(s): 81Z11029 | KPS00902 | B8D00651 |

The payment price will not increase during the agreement period. If this agreement is acceptable, please sign, date, run copy for your file and return to me in the enclosed self-addressed envelope, fax to (515) 957-3879, or email to Shane.Johnson@zieglercat.com.

Please call me at 515-957-3903 with any questions you may have.

We appreciate your business and thank you.

Sincerely,



Shane Johnson
Customer Support Representative

CUSTOMER SUPPORT AGREEMENT

Date: 1/5/2026



Proposal No. 10351

1500 Ziegler Drive NW
Altoona, IA 50009
515-957-3800 / 800-342-7002

To:
Kolby Struchen
CITY OF STORM LAKE
PO BOX 1086
STORM LAKE, IA 50588-1086

Re:
3 year Customer Support Agreement (CSA) for
MODEL: 3412 | 3406 PKG | 3306 PKG |

SERIAL: 81Z11029 | KPS00902 | B8D00651 |

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

Enclosed is a 3 year Customer Support Agreement (CSA) for the following Engines :

Model(s): 3412 | 3406 PKG | 3306 PKG |

Serial Number(s): 81Z11029 | KPS00902 | B8D00651 |

AGREEMENT START DATE: 1/1/2026

AGREEMENT END DATE: 12/31/2028

INVOICE FREQUENCY: ☐ Monthly
INVOICE AMOUNT: \$1,256.17

☐ Annually
\$14,320.34

*Annual price includes a 5% discount

IMPORTANT NOTES

- CUSTOMER SUPPORT AGREEMENT PRICING WILL NOT INCREASE DURING THE TERM OF THIS AGREEMENT.
- PRICE INCLUDES PARTS, LABOR, TRAVEL AND DISPOSAL OF ALL FLUIDS PER E.P.A. STANDARDS.
- TRAINED AND CERTIFIED ENGINE/GENERATOR TECHNICIANS WILL PERFORM ALL SERVICES.

TERMS AND CONDITIONS

- Agreement pricing is based upon generator run time between 0 and 250 hours per year (standby applications).
- Invoices will be sent on the first day of each invoicing period (i.e. monthly, quarterly, semi-annually or annually).
- Either party may cancel this agreement with a (60) sixty day written notice.
- This proposal is valid for (30) thirty days.
- Prices assume all services to be performed during normal business hours (7:30am - 4:00pm, M-F) unless otherwise specified.
- Pricing does not include local and/or state taxes. Taxes will be applied to invoices where applicable.
- Additional Terms and Conditions below.

ACCEPTED BY:

Please Sign Name: _____

Please Print Name: _____

Date: _____

Respectfully submitted,
Ziegler Power Systems

By: Shane Johnson

Customer Support Representative

Level Definitions

Watchguard Level 1 (64 Point Inspection)

Includes inspection of the following systems:

- Cooling
- Lube Oil
- Air Intake
- Fuel
- Exhaust (inside building only)
- Starting
- Engine
- Generator
- Transfer Switch
- Coolant and Oil Analysis
- Provide written report

MODEL: 3412 | SERIAL: 81Z11029

Level 1

Jan/2026 , Jan/2027 , Jan/2028

MODEL: 3406 PKG | SERIAL: KPS00902

Level 1

Jan/2026 , Jan/2027 , Jan/2028

MODEL: 3306 PKG | SERIAL: B8D00651

Level 1

Jan/2026 , Jan/2027 , Jan/2028

WatchGuard Level 2 (67-Point Inspection with Oil and Filter Change)

Includes the following:

- Level 1 Inspection
- Change engine oil
- Change engine oil filter(s)
- Change engine fuel filter(s)
- Inspect air filter(s)
- Disposal of old fluids per EPA standards
- Provide written report

MODEL: 3412 | SERIAL: 81Z11029

Level 2

Jul/2026 , Jul/2027 , Jul/2028

MODEL: 3406 PKG | SERIAL: KPS00902

Level 2

Jul/2026 , Jul/2027 , Jul/2028

MODEL: 3306 PKG | SERIAL: B8D00651

Level 2

Jul/2026 , Jul/2027 , Jul/2028

WatchGuard Level 3 (Cooling System Service)

Includes the following:

- Drain and refill cooling system, add coolant additives
- Replace cooling systems hoses
- Replace engine thermostats (where applicable)
- Disposal of old fluids per EPA standards
- Provide written report

MODEL: 3412 | SERIAL: 81Z11029

Level 3

Jul/2026

MODEL: 3406 PKG | SERIAL: KPS00902

Level 3

Jul/2026

MODEL: 3306 PKG | SERIAL: B8D00651

Level 3

Jul/2026

WatchGuard Level 5 (Load Bank Testing)

Includes the following:

- Engine load bank test (2 - hours)
- Provide written report

MODEL: 3412 | SERIAL: 81Z11029

Level 5

Jul/2026

MODEL: 3406 PKG | SERIAL: KPS00902

Level 5

Jul/2026

MODEL: 3306 PKG | SERIAL: B8D00651

Level 5

Jul/2026

Watchguard Level 9 (Battery Replacement Program)

Includes the following services

- Complete electrical system check
- Battery charger adjustment
- Test engine starter amperage
- Removal and disposal of old lead acid batteries per EPA standards
- Installation of new, low antimony batteries specifically designed for standby applications
- Provide written report

MODEL: 3412 | SERIAL: 81Z11029

Level 9

Jul/2026

MODEL: 3406 PKG | SERIAL: KPS00902

Level 9

Jul/2026

MODEL: 3306 PKG | SERIAL: B8D00651

Level 9

Jul/2026

Customer Requirements

It is the customer's responsibility to...

- Perform weekly and monthly inspections of the engine/generator
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- System modifications
- Acts of nature, terrorism or war
- Uses of generator beyond rated capacity
- Main fuel tank or piping problems
- Emissions permitting
- Regulation changes
- State and local taxes
- Customer abuse/neglect

CUSTOMER VALUE AGREEMENT – TERMS AND CONDITIONS

- Customer agrees to the terms and conditions set forth on the preceding Customer Value Agreement Proposal (the "Proposal") and the following terms and conditions, including the websites referred to herein (together with the Proposal, the "Agreement"). Ziegler Inc. ("Ziegler") rejects all different or additional terms submitted by Customer, and any such terms shall be void.
- 1.Term. The Agreement shall begin on the Start Date and end on the End Date identified on page 1, unless earlier terminated as set forth herein.
- 2.Services. Ziegler will perform preventative maintenance services on the Engine(s) identified on page 1 in accordance with the Level Definitions set forth in the Proposal (collectively, the "Services"). All Services are subject to the exclusions and limitations set forth herein. Services include all parts, labor, travel and disposal of all fluids per U.S. Environmental Protection Agency standards. Except as otherwise agreed upon by Customer and Ziegler as noted on page 1, Services shall be performed during Ziegler's normal business hours (7:30 a.m. to 4:00 p.m., Monday through Friday). Services performed outside of Ziegler's normal business hours will be subject to additional charges. In the event Customer cancels scheduled Services on the day Services are to be performed, Customer shall pay a cancellation fee in the amount of travel time and mileage and will cooperate with Ziegler to re-schedule the cancelled Services. This Agreement is based upon equipment run time between 0 and 250 hours per year (standby applications); run time exceeding 250 hours per year may be subject to additional costs. Repairs classified outside the scope of the applicable service level will result in additional costs to Customer. Customer will have ten (10) days to reject the Services provided. If Customer rejects the services, it will do so by providing a written notice specifically identifying the manner in which the Services fail to materially comply with manufacturer's applicable specifications. Ziegler will be entitled to rely on all decisions and approvals of Customer in connection with the Services.
- 3.Payment. Customer will pay the Invoice Amount identified on page 1, plus any Additional Charges (as defined in Section 4 below), at the frequency set forth on page 1. The Invoice Amount will not increase during the term of the Agreement. Customer agrees to make payment to

Ziegler Net 10th of the following month from the date of invoice. Late payments, which are not under any dispute, will result in default and a late fee of 1.5% per month (18% annual), which will be assessed on all past due amounts until paid in full. Any payments made will first be applied toward the late fee, then toward the past amount due. Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion upon Customer's failure to pay or comply with the payment requirements of this Agreement. All amounts due under this Agreement shall be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

- 4. Taxes, Licenses, Permits, and Additional Charges. Customer is responsible for all local and/or state sales and use taxes in connection with this Agreement. Taxes will be applied to invoices, where applicable, as required by law. Customer will obtain, at its sole cost and expense, all applicable licenses and permits (including emissions permitting) necessary for performance of the Services. Customer is responsible for service charges and environmental charges incurred in performing the Services (collectively, "Additional Charges") as communicated in advance by Ziegler.
- 5. Additional Services. Repairs or other work classified outside standard preventative maintenance services will result in additional costs to Customer and will be invoiced separately on a time and materials basis. Such services include, but are not limited to, any service that is considered electrical work pursuant to Minnesota Statutes, Section 326B.31, subdivision 17 or Iowa Code Title III, Section 103 (2022). A verbal commitment or authorization by Customer to perform such additional services will be binding on Customer and will entitle Ziegler to such additional compensation. Any repairs or other work performed outside of the original scope at the direction of Customer will be deemed to be included as Services hereunder.
- 6. Customer Obligations. Customer agrees to maintain the Engine(s) in accordance with the obligations below. Customer's failure to perform any of the following obligations will be considered a breach of this Agreement:
 - a. Operation and Regular Maintenance. Customer agrees to operate the Engine(s) only within its rated capacity. Customer agrees to perform weekly and monthly maintenance and inspections in accordance with manufacturer guidelines, as provided by Ziegler, and provide to Ziegler, upon reasonable request, written or computerized maintenance and inspection records. Customer further agrees to promptly contact Ziegler with any problems or concerns noted during the weekly and monthly inspections and Ziegler and Customer will work together to address such problems or concerns.
 - b. Equipment Access. Customer agrees to furnish safe, free, and full access to the Engine(s) to enable Ziegler employees to perform the Services. Customer will take all reasonably necessary steps to provide for the safety of all Ziegler employees performing the Services. Customer shall promptly notify Ziegler if, during the term of this Agreement, Customer observes or otherwise learns of any condition(s) which pose a threat to the safety of persons or property, adversely affects the Engine(s), or is in violation of any applicable federal, state, or local laws, rules or regulations.
 - c. Halt Operation. Customer agrees to shut an Engine down, if after inspection by Ziegler, it is determined that further operation of the Engine will result in imminent mechanical damage to the components covered in this Agreement.
- 7. Exclusions. Ziegler is not responsible for: (1) Customer's abuse or failure to maintain or operate equipment in accordance with the respective equipment manufacturer's operations and maintenance manual as provided by Ziegler in advance, (2) provision of rental equipment during repair, (3) fuel consumed by equipment during operation and performance of maintenance services, (4) building wiring, system modifications, main fuel tank or piping problems, (5) repairs or maintenance to building or enclosure, transformers, radiators, fuel tanks, or other components outside the scope of the Services, unless otherwise agreed to in writing by both parties, (6) unauthorized repairs or adjustments, or repairs or adjustments made by unauthorized person(s), (7) performance complaints, including but not limited to, any adjustments to fuel settings or programming of any electronic controls, (8) downtime or downtime -related expenses or economic loss, (9) extermination of any creature taking up residence in the generator enclosure or building, or (10) any Force Majeure Events (as defined in Section 17 below).
- 8. Indemnification. Subject to the limitations set forth in this Agreement, Ziegler shall indemnify Customer and its respective officers, directors, employees, agents, assigns and successors, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) (collectively, "Losses") for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Ziegler or Ziegler's officers, directors, employees, or agents in the performance and furnishing of the Services. Customer shall indemnify Ziegler, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, assigns and successors, against any Losses for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Customer or Customer's officers, directors, employees, or agents.
- 9. Insurance. Ziegler will maintain in full force and effect throughout the term of this Agreement the following forms of insurance: (a) worker's compensation and occupational disease insurance within statutory limits; (b) commercial general liability insurance, including products and completed operations, contractual liability, and personal injury, written on an occurrence basis, with limits not less than a combined single limit per occurrence of \$1,000,000, \$2,000,000 general aggregate for bodily injury and property damage; \$1,000,000 aggregate for products/completed operations; and \$1,000,000 per person for personal injury/advertising injury; (c) automobile liability insurance for vehicles owned or operated by Ziegler, its employees or agents, with combined bodily injury and property damage limits of liability of no less than \$1,000,000 per occurrence; and (d) excess liability insurance over that required in clauses (a), (b), and (c) above, under the umbrella form, with a limit of liability of no less than \$1,000,000 each occurrence. Upon request, Ziegler will provide to Customer a Certificate of Insurance evidencing Ziegler's compliance with such insurance requirements.
- 10. Damages; Maximum Liability. IN NO EVENT WILL ZIEGLER, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, DIMINUTION OF VALUE, LOSS OF USE, DOWNTIME OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR

RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT ZIEGLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL ZIEGLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO ZIEGLER HEREUNDER IN THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM.

- 11. Service Warranty. Ziegler warrants the Services will be performed in a professional, workmanlike manner, by qualified personnel consistent with industry standards, free from defects in workmanship for a period of 12 months from the date of completion of the Services, subject to the terms of the then-current Ziegler Power Systems Service Department Labor Warranty, a copy of which is available upon request. Warranty claims must be brought within the warranty period. Customer must provide prompt notice to Ziegler after discovery and before expiration of the warranty period. As Customer's sole and exclusive remedy, Ziegler, at Ziegler's sole discretion, will either re-perform the Service during Ziegler's normal business hours or refund all or part of the monies paid by Customer for the Service performed. Replacement parts shall be covered under the applicable warranty provided by the manufacturer. Non-Ziegler provided components are not covered by this warranty.
- 12. Disclaimer of Warranties. WITH THE EXCEPTION OF THE SERVICE WARRANTY PROVIDED IN SECTION 11, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ZIEGLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 13. Termination; Suspension.
 - a. Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party. In the event of early termination by Customer, Customer shall pay for all approved Services performed prior to the termination date.
 - b. If either party breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceedings, or makes an assignment for the benefit of creditors, the non-breaching party shall have the right to immediately terminate this Agreement by giving the breaching party written notice. In the event Customer breaches any provision hereof, and upon receipt of notice, Customer shall immediately pay Ziegler any monies due and owing up to the time of termination for Services performed. Notwithstanding the foregoing, if Customer fails to comply with the provision for Equipment Access in Section 6.b, Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion.
- 14. Data and Privacy. Ziegler and its partners, affiliates, subsidiaries, and third parties, including but not limited to suppliers, manufacturers, dealers, and service providers (collectively, "Ziegler Parties"), collect and share information relating to products, services, and customers as detailed in Ziegler's Privacy Policy and applicable manufacturers' statements located at www.zieglercat.com/privacy, which are hereby incorporated into this Agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to collect, process, and assess information, such as equipment locations, operating hours, health of equipment, and basic utilization (collectively, "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Ziegler Parties with a legitimate business reason to access the information, including, but not limited to, providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Customer understands that Telematics or other tools, as applicable, may have been activated on machines by Ziegler or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Customer upon request. Customer consents to the collection, use, storage, processing, sharing, and disclosure of such information by Ziegler Parties in accordance with this Agreement, Ziegler's Privacy Policy, and applicable manufacturers' statements.
- 15. Notices. All notices, requests, demands and other communications, including any notice of change of address, shall be sent by certified or registered mail with postage prepaid to the last designated address to the other party.
- 16. Compliance with Laws, Rules and Regulations. Each party agrees to comply with applicable federal, state, and local laws, rules, and regulations applicable to the Services in effect at the time of performance of the Services. Upon completion of the Services, Customer shall be responsible for complying with any changes in federal, state, and local laws, rules, and regulations.
- 17. Force Majeure. Ziegler will not be liable to Customer, and will not be deemed to have breached this Agreement, for any failure or delay in performing any term of this Agreement, to the extent the failure or delay is caused by or results from acts beyond Ziegler's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, cyber-attacks, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, epidemics or pandemics, labor stoppages or slowdowns or other industrial disturbances, concealed or unknown conditions at the site, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Ziegler's ability to perform will absolve Ziegler from any liability to Customer.
- 18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between Ziegler and Customer. Customer acknowledges and agrees that there are no oral or written contracts, agreements or warranties other than are set forth in this Agreement. No amendment or modification of this Agreement will be valid unless it is set forth in writing, signed by authorized representatives of both parties.
- 19. Waiver. No course of dealing, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement, in whole or in part, shall be construed to be a waiver of any subsequent breach of the same or any other provision.
- 20. Severability. Each portion of this Agreement is intended to be severable. If any term or provision hereof is held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 21. Survival. Any term or provision of this Agreement of an ongoing nature and/or which, by its nature and context, should reasonably be expected to survive the expiration or earlier termination of this Agreement, shall so survive such expiration or termination thereof.

- 22. Disputes; Governing Law. This Agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this Agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Ziegler, in its sole discretion, commences proceedings in a different jurisdiction or venue.
- 23. Counterparts; Electronic Signatures. This Agreement may be separately signed by Ziegler and Customer in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same Agreement. Customer agrees that the Electronic Signatures (whether digital or encrypted) included in this Agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Staff Summary

1/19/2026

Agenda Item # D.1.C.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez, City Clerk

SUBJECT: Buy Local Information

BACKGROUND: 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 both the City & King's Pointes' 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:

<u>Breakout</u>	<u>Calculated Expenses</u>
Buena Vista County	\$3,706.02
Contract/Agreement	\$195,376.73
Local	\$96,678.09
Non-Local	\$239,161.36
<u>Payroll /UB</u>	<u>\$247,260.71</u>
<u>Refunds, Pyrl Tax</u>	
<u>& Ins</u>	
Total Expenses:	\$782,182.91
Supporting Documents Attached	

RECOMMENDATION:

ATTACHMENTS:

1. 1/19/2026 Project Report

Summary

Project Summary							
Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
0P1.131538	Memorial Road Street & Utility Impro...	4,126,579.75	0.00	4,201,654.40	0.00	4,201,654.40	-75,074.65
22-26698	Storm Lake WTP- Well No. 21	1,709,968.50	1,709,968.50	1,687,701.74	0.00	1,687,701.74	22,266.76
22-27926	Storm Lake WTP- Well #22	2,592,061.53	2,592,061.53	2,180,194.89	59,000.00	2,239,194.89	352,866.64
23-092	King's Pointe Remodel/Refresh	446,537.52	0.00	421,607.89	0.00	421,607.89	24,929.63
23-29446	WWTP UV Disinfection Building	275,138.00	0.00	191,768.00	0.00	191,768.00	83,370.00
23-29447	College & 3rd St Lift Station Replacem...	1,631,615.00	1,631,615.00	1,435,498.12	0.00	1,435,498.12	196,116.88
24-31153	WWTP Blower Project (EECBG)	129,600.00	129,600.00	95,401.50	0.00	95,401.50	34,198.50
24-31751	Storm Lake WTP- Well #23	74,000.00	74,000.00	85,569.04	670.00	86,239.04	-12,239.04
24-31828	WTP Prelim Engineering Report	83,000.00	83,000.00	62,654.50	5,875.00	68,529.50	14,470.50
24X.136745	Apron Expansion Improvements	285,900.00	285,900.00	40,830.50	12,882.00	53,712.50	232,187.50
FEMA HMGP (HMA) 4483	FEMA HMGP (HMA) 4483	4,632,415.50	4,632,415.50	2,473,524.18	20,923.00	2,494,447.18	2,137,968.32
IA0091	SL Elevated Water Storage- Tower #5	7,434,973.15	7,434,973.15	7,010,707.13	56,469.05	7,067,176.18	367,796.97
P11.120411	Highway 7/110 Traffic Lane/Signalizat...	4,776,040.38	0.00	5,111,072.89	76.50	5,111,149.39	-335,109.01
WRAC 25-675	Sunrise Park Boat Ramp & Area Impro...	227,700.00	227,700.00	66,875.00	0.00	66,875.00	160,825.00
Report Total:		28,425,529.33	18,801,233.68	25,065,059.78	155,895.55	25,220,955.33	3,204,574.00

Group Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	285,900.00	285,900.00	40,830.50	12,882.00	53,712.50	232,187.50
ARPA Project	1,709,968.50	1,709,968.50	1,687,701.74	0.00	1,687,701.74	22,266.76
King's Pointe Resort Projects	446,537.52	0.00	421,607.89	0.00	421,607.89	24,929.63
Sanitary Sewer Projects	6,668,768.50	6,393,630.50	4,196,191.80	20,923.00	4,217,114.80	2,451,653.70
Street Construction	8,902,620.13	0.00	9,312,727.29	76.50	9,312,803.79	-410,183.66
Water Project	10,184,034.68	10,184,034.68	9,339,125.56	122,014.05	9,461,139.61	722,895.07
Water Recreation Access Cost-Share P...	227,700.00	227,700.00	66,875.00	0.00	66,875.00	160,825.00
Report Total:	28,425,529.33	18,801,233.68	25,065,059.78	155,895.55	25,220,955.33	3,204,574.00

Type Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	13,455,379.15	3,831,083.50	13,271,104.08	13,628.50	13,284,732.58	170,646.57
Federal/State Grant	14,659,450.18	14,659,450.18	11,664,426.20	136,392.05	11,800,818.25	2,858,631.93
Grant	227,700.00	227,700.00	66,875.00	0.00	66,875.00	160,825.00
Professional Service Study	83,000.00	83,000.00	62,654.50	5,875.00	68,529.50	14,470.50
Report Total:	28,425,529.33	18,801,233.68	25,065,059.78	155,895.55	25,220,955.33	3,204,574.00

Staff Summary

1/19/2026

Agenda Item # D.1.D.



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

REPORT TO: Honorable Mayor & Council

FROM: Scott Olesen, Building and Code Compliance Director

SUBJECT: **Code Enforcement Summary**

BACKGROUND: 12/24-1/07

Building Maintenance 1
Junk 12
Trash 1
Parking 11
Obstruction of ROW 1

Total **26**

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

None

Staff Summary

1/19/2026

Agenda Item # F.1.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil, City Manager

SUBJECT: **Storm Lake United Membership Request and Updates**

BACKGROUND: Storm Lake United Director Laura Hanks will provide City Council updates and discuss Fiscal Year 2026-2027 Membership Fees.

FISCAL IMPACT: Membership Fee request \$30,000

RECOMMENDATION: No action needed at this time.

ATTACHMENTS:

1. [SLU Membership Request Letter](#)



Dear Mayor and City Council Members,

On behalf of Storm Lake United, we thank the City of Storm Lake for its ongoing support and annual commitment. Storm Lake United serves the community by offering business education and networking opportunities, coordinating community-wide events, and promoting local organizations and resources. City funding enables Storm Lake United to maintain a centralized community calendar, job postings, weekly communications, an expanded website, and active social media platforms that connect residents, businesses, and visitors. This support also enables targeted marketing through print, radio, digital, and television channels to promote Storm Lake as both a destination and a community of opportunity.

Storm Lake continues to face challenges related to business sustainability, workforce retention, and access to coordinated economic development resources. Storm Lake United addresses these issues by supporting small and growing businesses through education, promotion, and a revolving loan fund serving both start-up and existing businesses. Storm Lake United also contributes to workforce initiatives by assisting with grant applications. We proudly partner with Lee Dufield with the City of Storm Lake and the Iowa Lakes Corridor Association to work on business retention, expansion and recruitment for Storm Lake. Storm Lake United Director Laura Hanks has served on the Water Treatment Plant advisory committee, City Signage committee and continues to serve on the Hometown Pride committee including planning for the Nature Park.

Fostering inclusion and community pride is a key priority for Storm Lake United. Planning is underway for the 2026 Storm Lake Multicultural Festival, which will celebrate the city's diversity while encouraging tourism, engagement, and local spending. Additionally, Storm Lake United coordinates and promotes major community events that collectively attract thousands of attendees each year. We greatly appreciate the collaboration and in-kind services provided by the City staff each year assisting with our events. As an organization, Storm Lake United also participates in Kids Fest each year providing additional entertainment for the children in the park.

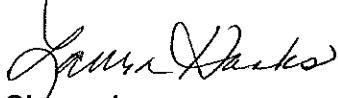
Storm Lake United directly serves more than 150+ member businesses and organizations, responds to thousands of inquiries annually, and operates a website receiving thousands of visits each year, providing public access to events, job opportunities, business information, and tourism resources.

City funding has been used responsibly to deliver measurable public benefits, including community events, tourism promotion, and the maintenance of a centralized information hub. Continued investment ensures Storm Lake United sustains economic growth, strengthens community engagement, and supports local businesses and families. Recently, the board updated the bylaws of the organization including a city elected official and a county elected official to serve as voting members of the board.

For Fiscal Year 2025–2026, the City of Storm Lake approved \$20,000 in funding for Storm Lake United membership support. Storm Lake United respectfully requests \$30,000 for Fiscal Year 2026–2027 to continue supporting economic development, tourism promotion, and community

vitality. Storm Lake United is a 501(c)(6) nonprofit organization and serves as the Chamber of Commerce for the City of Storm Lake. As a membership-based organization, Storm Lake United relies primarily on membership dues; however, City support is essential to sustain programs that deliver clear public benefit. All requested funds directly advance Storm Lake United's mission to strengthen local businesses, increase visitor activity, and position Storm Lake as an attractive place to live, work, and invest.

Thank you for your consideration and continued partnership.

A handwritten signature in black ink, appearing to read "Laura Hanks", written in a cursive style.

Sincerely,
Laura Hanks
Executive Director
Storm Lake United

Staff Summary

1/19/2026

Agenda Item # F.2.



REPORT TO: Honorable Mayor & Council

FROM: Meg McKeon, Mayor

SUBJECT: **Resolution No. 37-R-2025-2026 Establishing Mayor's Civic Leadership Advisory Ad Hoc Committee**

BACKGROUND: The Mayor's Civic Leadership Advisory Committee will offer guidance and suggestions to the Mayor to help ensure both the Mayor and the City stay attentive to the needs of all residents, encourage growth, and actively support the development of future leaders.

The Mayor's Civic Leadership Advisory Committee consists of nine members who serve three-year staggered terms. A City staff member, appointed by the City Manager, will serve as ex-officio member of the Mayor's Civic Leadership Advisory Committee.

Meetings will be held at least quarterly.

FISCAL IMPACT: N/A

RECOMMENDATION: Motion To Approve Resolution

ATTACHMENTS:

1. Resolution No. 37-R-2025-2026 - Resolution Establishing Mayor's Civic Leadership Ad Hoc Committee

RESOLUTION NO. 37-R-2025-2026

**RESOLUTION ESTABLISHING MAYOR'S CIVIC LEADERSHIP ADVISORY AD
HOC COMMITTEE**

WHEAREAS, a committee is to be established to offer guidance and suggestions to the Mayor to help ensure both the Mayor and the City stay attentive to the needs of all residents, encourage growth, and actively support the development of future leaders.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF STORM LAKE, that the City Council does hereby establish the Mayor's Civic Leadership Advisory Ad Hoc Committee as set forth in below:

1. The Advisory Committee will be entitled the Mayor's Civic Leadership Advisory Ad Hoc Committee and will be appointed by the Mayor and confirmed by City Council.
2. The Advisory Committee at full strength will consist of no more than nine (9) members and one member appointed by the City Manager who will serve as an ex-officio member.
3. Members will serve three (3) staggered terms with three (3) members serving one (1) year, three (3) members serving two (2) years, and three (3) members serving three (3) years.
4. The Mayor shall serve as the Chairperson of the Committee.
5. Meetings shall meet quarterly or at the direction of the Mayor. Any member who misses three (3) consecutive meetings during their term without express approval of the Mayor will be deemed to have resigned from the Advisory Committee.

PASSED AND APPROVED this 19th day of January 2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

1/19/2026

Agenda Item # F.3.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil, City Manager

SUBJECT: **Appointing Members to the Lake Improvement Commission**

BACKGROUND: The City of Storm Lake is required to have two members appointed by the Mayor with the consent of Storm Lake City Council to represent the City of Storm Lake as Board of Directors for the Lake Improvements Commission. Members shall be the Mayor and/or Council Members of the City of Storm Lake. The Board of Directors shall meet no less than two times per year, and at such other times as the chairperson/and or vice chairperson shall call such meetings of the Board.

FISCAL IMPACT: N/A

RECOMMENDATION:

ATTACHMENTS:

None

Staff Summary

1/19/2026

Agenda Item # F.4.



REPORT TO: Honorable Mayor & Council

FROM: Scott Olesen, Building and Code Compliance Director

SUBJECT: **Public Hearing For Proposed Change To City Code Section 5-9-2(I)1**

BACKGROUND: This agenda item will discuss the proposed change to the City Code to modify the requirement for when a fire sprinkler system is required to be installed in a new single-family dwelling as required by the 2024 International Residential Code.

The existing City Code section 5-9-2(I)1 requires that a fire sprinkler system be installed in new single family dwellings when the gross square footage of the dwelling space(s), including all floor levels, whether finished or unfinished, and all basement areas, whether finished or unfinished (exclusive of attached garage areas), exceeds 5,000 square feet. If the City adopted the '24 International Residential Code without an amendment, it would require that all single-family dwellings have fire sprinkler systems, regardless of their size.

Mike and Megan Sullivan are currently constructing a new home in Storm Lake and their home is approximately 600 square feet over the 5,000 square foot limit. During the plan review consultation meetings and initial construction phase, they questioned the reasonableness of the 5,000 square foot limit. The Sullivan's did some of their own research, and they felt that the 5,000 square foot threshold was too low based on what other communities required. Subsequently, the Sullivan's requested a change in the Ordinance to make the requirement 10,000 square feet before a fire sprinkler was required or to remove the requirement all together.

A meeting was set up between Mike Sullivan, Fire Chief Sinner, Assistant Building and Code Compliance Director Chambers, and

Building Code and Compliance Director Olesen, to discuss Sullivan's request after City staff was permitted to review the request and perform their own research. City staff agreed that the 5,000 square foot threshold may have been too restrictive based on other jurisdictions' requirements as well as experience and information that we have gathered since the requirement was first instituted, but removing the requirement completely would not be appropriate for our community. Staff also felt that based on our community's needs, our Fire Department staffing levels, the amount and type of equipment we can deploy, and the logistics of responding to a fire, a 10,000 square foot threshold for requiring fire sprinkler systems is too large. Mr. Sullivan and City staff discussed amending the Ordinance to require a fire sprinkler system at 8,000 square feet and that is what is being proposed.

I have attached a copy of the request for changes to the City Code submitted by Mike and Megan Sullivan for your review.

FISCAL IMPACT: None.

RECOMMENDATION: Open public hearing, receive public input, close public hearing.

ATTACHMENTS:

1. Public Hearing Notice
2. Request from Michael Sullivan
3. Proposed Ordinance Title 5 Building Regulations 2024 sprinkler (1)

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake in the State of Iowa, will hold a public hearing on January 19, 2026, at 5:00 p.m. at Storm Lake City Hall, 620 Erie Street, Storm Lake, Iowa, to consider a proposed ordinance Amending Title V, Chapter 9, Residential Building Code, Of The 1994 Recodification Of The Municipal Code Of The City Of Storm Lake, Iowa, Regarding when Fire Sprinkler systems are required in Single Family Dwellings.

A copy of the full proposed ordinance is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Storm Lake, Iowa.

At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed ordinance.

This notice is given by order of the City Council of the City of Storm Lake in the State of Iowa.

Dated this 5th day of January, 2026.

/s/ Mayra A. Mazrtinez
City Clerk, City of Storm Lake
in the State of Iowa

Mayra Martinez

Subject: FW: Ordinance Change Request

From: Michael Sullivan <sullmic@gmail.com>
Sent: Wednesday, December 10, 2025 8:31 AM
To: Scott Olesen <Olesen@stormlake.org>
Subject: Ordinance Change Request

[EXTERNAL] This email originated outside of City of Storm Lake.

Scott

Megan and I would like to formally request a change to the city ordinance referencing suppression systems in residential homes (R313). Our request is specifically for single family homes. We would like to see the total SF adjusted to either 8000SF, as indicated by Chief Sinner, or eliminated all together, which ever the council determines to be most advantageous for future home owners/builders in city limits.

If you need more within this request let me know. I copied the previous email we sent with a request back in Sept, if helps the cause.

Mike

Thanks!

Michael Sullivan, ACSM-CPT



----- Forwarded message -----

From: Michael Sullivan <sullmic@gmail.com>
Date: Mon, Sep 15, 2025 at 10:33 AM
Subject: Fire suppression system ordinance
To: Chris Chambers <Chambers@stormlake.org>
CC: Aaron Ramthun <ramconbuilder@gmail.com>, Scott Olesen <Olesen@stormlake.org>

Scott & Chris

I would like to put in a formal request to have the fire suppression system ordinance changed or eliminated.

I'd like to have the square footage changed to 10,000+ SF and/or eliminate the "non-living" areas from the SF count.

Thanks

Mike

Thanks!

Michael Sullivan, ACSM-CPT



ORDINANCE NO. XX-O-2025-2026

AN ORDINANCE AMENDING TITLE 5, CHAPTER 9, SECTION 2; OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA BY UPDATING THE RESIDENTIAL BUILDING CODE.

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 5-9-2 is hereby amended to read as follows:

Section 5-9-2 Adoption of Residential Building Code

Pursuant to published notice and public hearing as required by law, the International Residential Code, 2024 Edition, published by the International Code Council, Inc., is hereby adopted in full except for such portions as may hereafter be deleted, modified or amended.

An official copy of the International Residential Code, 2024 Edition, as adopted, and a certified copy of this Ordinance are on file in the office of the Building Official.

(I) Subsections R309.1 and R309.2 of the 2024 International Residential Code are hereby amended by deleting said sections and inserting in lieu thereof the following:

The following structures shall be provided with automatic fire sprinkler systems installed in accordance section 2904 of the IRC, NFPA 13, NFPA 13R, NFPA 13D, or other systems listed and approved for installation in dwellings:

1. Any residential dwelling unit in which the gross square footage of the dwelling space(s), including all floor levels whether finished or unfinished and all basement areas whether finished or unfinished (exclusive of attached garage areas), that exceed 5,000 8,000 square feet.
2. Townhouse structures that contain more than 6 dwelling units.
3. Townhouse structures that exceed 14,000 square feet in gross floor area, as determined above for dwelling units.

Section 13. Repealer: All ordinances or parts of ordinances of the City of Storm Lake, Iowa in conflict with the provisions of this Ordinance are hereby repealed.

Section 14. Savings Clause: If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not

affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part thereof not adjudged invalid or unconstitutional.
Section 15. Effective Date: This ordinance shall be in full force and effect from after it's final passage, approval and publication as provided by law.

PASSED on its first consideration the _____.
PASSED on its second consideration the _____.

Requirement of consideration and vote at two (2) prior City Council meetings suspended the _____ day of _____, 2026.

PASSED AND APPROVED on its third consideration this _____, 2026.

CITY OF STORM LAKE, IOWA

By: _____
Margaret McKeon, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2026.

Margaret McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

1/19/2026

Agenda Item # F.5.



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

REPORT TO: Honorable Mayor & Council

FROM: Scott Olesen, Building and Code Compliance Director

SUBJECT: **Ordinance No. 06-O-2025-2026 Proposed Change To City Code
Section 5-9-2(I)1 - First Reading**

BACKGROUND: This agenda item will discuss the proposed change to the City Code to modify the requirement for when a fire sprinkler system is required to be installed in a new single-family dwelling as required by the 2024 International Residential Code.

The existing City Code section 5-9-2(I)1 requires that a fire sprinkler system be installed in new single family dwellings when the gross square footage of the dwelling space(s), including all floor levels, whether finished or unfinished, and all basement areas, whether finished or unfinished (exclusive of attached garage areas), exceeds 5,000 square feet. If the City adopted the '24 International Residential Code without an amendment, it would require that all single-family dwellings have fire sprinkler systems, regardless of their size.

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I have attached a copy of the request for changes to the City Code submitted by Mike and Megan Sullivan for your review.

FISCAL IMPACT: None.

RECOMMENDATION: Review and approve on: First reading January 19th, 2026
: Second reading February 2nd, 2026
: Third reading February 16th, 2026

ATTACHMENTS:

1. Ordinance No. 06-O-2025-2026 Title 5 Building Regulations 2024 sprinkler (1)
2. Request from Michael Sullivan

ORDINANCE NO. 06-O-2025-2026

AN ORDINANCE AMENDING TITLE 5, CHAPTER 9, SECTION 2; OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA BY UPDATING THE RESIDENTIAL BUILDING CODE.

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PASSED on its first consideration the _____.
PASSED on its second consideration the _____.

Requirement of consideration and vote at two (2) prior City Council meetings suspended the _____ day of _____, 2026.

PASSED AND APPROVED on its third consideration this _____, 2026.

CITY OF STORM LAKE, IOWA

By: _____
Margaret J. McKeon, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Mayra Martinez

Subject: FW: Ordinance Change Request

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Thanks!

Michael Sullivan, ACSM-CPT



Staff Summary

1/19/2026

Agenda Item # F.6.



REPORT TO: Honorable Mayor & Council

FROM: Scott Olesen, Building and Code Compliance Director

SUBJECT: **Resolution No. 38-R-2025-2026 Approving Pay Application #10 for the Storm Lake Well No. 22 Project**

BACKGROUND: The City of Storm Lake, Iowa, entered into an agreement for construction of the Well No. 22 Project with King Contracting, LLC.

King Construction has submitted to the Project Engineer and the City Pay Application No. 10 for consideration of payment on the project for work completed as of November 26, 2025. Prior to the submission of Pay Application No. 10 the contractor has submitted for payment the pay applications noted in the Resolution.

The agreement between the City and the Contractor has a total value of \$2,429,861.53 and includes four change orders impacting the overall value and completion time on the project.

FISCAL IMPACT: Pay Application No. 10 shows the following:

Total Value of Work Completed to Date:	\$2,185,186.88
Total Value of Retainage Held	\$109,259.34
Total Request for Payment	\$57,000.00

RECOMMENDATION: Motion To Approve Resolution Approving Pay Application #10 for the Storm Lake Well No. 22 Project

ATTACHMENTS:

1. Resolution No. 38-R-2025-2026 - Approving Pay Application No. 10 For The Storm Lake Well No 22 King Contracting - CM 1.19.2026

2. 27926_SL Well No. 22 - Pay Application 10 - ISG + King Signed
3. 27926_Storm Lake Production Well 22 - Pay Application No. 10 Memo

RESOLUTION NO. 38-R-2025-2026

**RESOLUTION APPROVING PAY APPLICATION NUMBER 10
FOR THE STORM LAKE WELL NO 22 PROJECT**

WHEREAS, the City of Storm Lake, Iowa, (hereinafter CITY), has entered into an agreement for construction of the Well No. 22 Project, (hereinafter PROJECT) with:

Contractor Name: **King Contracting, LLC.**
Contractor Location: Wall Lake, Iowa
Date of Agreement: September 3, 2024

WHEREAS, the CONTRACTOR has submitted to the Project Engineer and the City Pay Application No. 10 for consideration of payment on the PROJECT for work completed as of November 26, 2025; and,

WHEREAS, prior to the submission of Pay Application No. 10 the CONTRACTOR has submitted for payment the following pay applications:

Pay Application No.	Amount	Total Paid to Date
1	\$23,651.39	\$23,651.39
2	\$1,033,751.48	\$1,057,402.87
3	\$23,732.32	\$1,081,135.19
4	\$96,863.39	\$1,177,998.58
5	\$218,889.18	\$1,396,887.76
6	\$138,538.50	\$1,535,426.26
7	\$124,398.02	\$1,659,824.28
8	\$1,262.01	\$1,661,086.29
9	\$357,841.25	\$2,018,927.54

WHEREAS, the agreement between the CITY and the CONTRACTOR has a total value of \$2,429,861.53 and includes four change orders impacting the overall value and completion time on the project; and,

WHEREAS, Pay Application No. 10 shows the following:

Total Value of Work Completed to Date:	\$2,185,186.88
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Total Request for Payment	\$57,000.00

WHEREAS, the CONTRACTOR and Project Engineer have reviewed the pay application for compliance with the federal Buy American, Build America (BABA) compliance requirements and have signed off on certification that all products and materials for which payment is

requested are either certified by approved BABA Certificates or have an approved BABA waiver.

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

SECTION 1. That the City Council has approved Pay Application No. 10 and authorized payment of \$57,000.00 to the CONTRACTOR.

SECTION 2. The City Council authorizes and directs the Mayor to sign Pay Application No. 10 on behalf of the CITY.

SECTION 3. The City Council hereby directs the Clerk to work with the Grant Administrator to process and submit a request for reimbursement from the Iowa Economic Development Authority for reimbursement of funds from the City's Community Development Block Grant (CDBG) as follows:

Total Value of Pay Application	\$57,000.00
Reimbursement Amount from CDBG	\$11,257.00
Value Paid by State Revolving Loan Funds	\$45,743.00

SECTION 4. The City Council hereby directs the Clerk to work with the Grant Administrator to process and submit a request to the Iowa Finance Authority for reimbursement of funds from the City's approved State Revolving Loan Fund in the amount of **\$45,743.00**.

SECTION 5. The City Council hereby certifies that **\$11,257.00** of Pay Application No. 10 is attributed to the CDBG portion of this project and that this resolution authorizes obligation of CDBG funds to reimburse the City for those funds.

SECTION 6. That Pay Application No. 10 is hereby accepted and approved by the City.

PASSED AND APPROVED THIS 19TH DAY OF JANUARY, 2026.

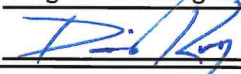
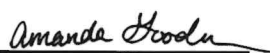
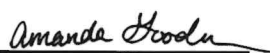
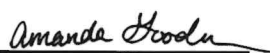
APPROVED BY THE
CITY OF STORM LAKE

Margaret J. McKeon, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Contractor's Application for Payment

Owner: <u>City of Storm Lake</u> Engineer: <u>I&S Group, Inc. (ISG)</u> Contractor: <u>King Construction</u> Project: <u>City of Storm Lake Production Well No. 22</u> Contract: <u>City of Storm Lake Production Well No. 22</u>	Owner's Project No.: _____ Engineer's Project No.: <u>22-27926</u> Contractor's Project No.: _____																								
Application No.: <u>10</u> Application Date: <u>11/26/2025</u>																									
Application Period: From <u>10/30/2025</u> to <u>11/26/2025</u>																									
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 30%; text-align: right;">\$ 2,380,915.00</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ 48,946.53</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 2,429,861.53</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$ 2,185,186.88</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. <u>5%</u> X \$ 2,185,186.88 Work Completed</td><td style="text-align: right;">\$ 109,259.34</td></tr><tr><td> b. <u>5%</u> X \$ - Stored Materials</td><td style="text-align: right;">\$ -</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ 109,259.34</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ 2,075,927.54</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td style="text-align: right;">\$ 2,018,927.54</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ 57,000.00</td></tr><tr><td>9. Balance to finish, plus retainage (Line 3 - Line 4 + 5c)</td><td style="text-align: right;">\$ 353,933.99</td></tr></table>		1. Original Contract Price	\$ 2,380,915.00	2. Net change by Change Orders	\$ 48,946.53	3. Current Contract Price (Line 1 + Line 2)	\$ 2,429,861.53	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 2,185,186.88	5. Retainage		a. <u>5%</u> X \$ 2,185,186.88 Work Completed	\$ 109,259.34	b. <u>5%</u> X \$ - Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 109,259.34	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,075,927.54	7. Less previous payments (Line 6 from prior application)	\$ 2,018,927.54	8. Amount due this application	\$ 57,000.00	9. Balance to finish, plus retainage (Line 3 - Line 4 + 5c)	\$ 353,933.99
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Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: <u>King Contracting LLC dba King Construction</u>																									
Signature: <u></u> Date: <u>01.07.2026</u>																									
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Contractor's Application for Payment

Unit Price

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Storm Lake
Engineer: I&S Group, Inc. (ISG)
Contractor: King Construction
Project: City of Storm Lake Production Well No. 22
Contract: City of Storm Lake Production Well No. 22

Owner's Project No.:
Engineer's Project No.: 22-27926
Contractor's Project No.:

Application No.: 10		Application Period: From 10/30/25 to 11/26/25		Application Date: 11/26/25							
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
CO 01	Modifications to accommodate Well No. 23	1.00	LS	59,793.10	59,793.10	0.95	56,803.45		56,803.45	95%	2,989.65
CO 02	ATS change from closed to open transition	1.00	LS	(1,000.00)	(1,000.00)	1.00	(1,000.00)		(1,000.00)	100%	-
CO 03	Aquifer didn't yield as much flow as anticipated, downsize several components	1.00	LS	(15,654.07)	(15,654.07)	1.00	(15,654.07)		(15,654.07)	100%	-
CO 04	Additonal work plugging well 15	1.00	LS	5,807.50	5,807.50	1.00	5,807.50		5,807.50	100%	-
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Contractor's Application for Payment

Owner:	City of Storm Lake	Owner's Project No.:	
Engineer:	I&S Group, Inc. (ISG)	Engineer's Project No.:	22-27926
Contractor:	King Construction	Contractor's Project No.:	
Project:	City of Storm Lake Production Well No. 22		
Contract:	City of Storm Lake Production Well No. 22		

[illegible]

January 7, 2026



RE: PAY APPLICATION NO. 10
27926_CITY OF STORM LAKE PRODUCTION WELL NO. 22

Payment Application No. 10 includes work completed between October 30, 2025 and November 26, 2025 on Storm Lake Production Well No. 22. The contractor's work included progress on the SWPPP and controls/electrical. ISG has reviewed the documentation and recommends that the payment of \$57,000.00 be made to the contractor, King Construction.

Please return a signed copy to ISG after council approval.

Respectfully,

A handwritten signature in blue ink that reads "Amanda Goodenow". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Amanda Goodenow, PE
Senior Civil Engineer

amanda.goodenow@ISGInc.com

Staff Summary

1/19/2026

Agenda Item # F.7.



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

REPORT TO: Honorable Mayor & Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Resolution No. 39-R-2025-2026 Approving Amendment No. 1 for the Well No. 23 Project Engineering Services Agreement**

BACKGROUND: The City of Storm Lake, Iowa has heretofore entered into a contract with I&S Group of Storm Lake, Iowa, for engineering services on the Well No. 23 Project. The City, has decided to pursue a Community Development Block Grant (CDBG) to assist in funding the construction of Well No. 23.

The CDBG requirements require that the engineering services agreement contains certain federal language in the agreement. Adopting this resolution will fulfill the CDBG requirements.

FISCAL IMPACT: N/A

RECOMMENDATION: Move to Adopt Resolution Approving Amendment No. 1 for the Well No. 23 Project Engineering Services Agreement

ATTACHMENTS:

1. Resolution No. 39-R-2025-2026 Resolution Approving Amendment No 1 Well 23 Engineering Services Agreement CM 1.19.2026
2. Exhibit C - Amendment No. 1 (01-19-2026)

RESOLUTION NO. 39-R-2025-2026

**RESOLUTION APPROVING AMENDMENT NO. 1 FOR THE
WELL NO 23 PROJECT ENGINEERING SERVICES AGREEMENT**

WHEREAS, the City of Storm Lake, Iowa has heretofore entered into a contract with I&S Group of Storm Lake, Iowa, for engineering services on the Well No. 23 Project; and

WHEREAS, the City, has decided to pursue a Community Development Block Grant (CDBG) to assist in funding the construction of Well No. 23; and

WHEREAS, the CDBG requirements require that the engineering services agreement contains certain federal language in the agreement.

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

Section 1. That the engineering services agreement with I&S Group, of Storm Lake, Iowa be amended as outlined in Amendment No. 1 by updating the agreement by including the required federal language.

Section 2. Amendment No.1 is hereby accepted and approved by the City of Storm Lake, Iowa.

PASSED AND APPROVED THIS 19TH DAY OF JANUARY 2026.

Margaret J. McKeon, Mayor

ATTEST

Mayra A. Martinez, City Clerk

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

Owner: **City of Storm Lake, IA**

Engineer: **I+S Group, Inc. (ISG)**

Project: **Storm Lake – Production Well No. 23**

Effective Date of Owner-Engineer Agreement: **September 16, 2024**

Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☒ Modifications to other terms and conditions of the Agreement

Description of Modifications:

The Owner-Engineer Agreement shall be modified to incorporate Addendum I - State of Iowa and Federal Program Language requirements in its entirety as attached herewith. This contract modification is due to the City of Storm Lake utilizing CDBG funding for this project. No other modifications to the original agreement are requested in this Amendment.

Agreement Summary:

Original agreement amount: \$175,500.00

Net change for prior amendments: \$0

This amendment amount: \$0

Adjusted Agreement amount: \$175,500.00

Change in time for services (days or date, as applicable): N/A

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **January 19, 2026**.

Owner

City of Storm Lake

(typed or printed name of organization)

By:

(individual's signature)

(Attach evidence of authority to sign.)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Engineer

I+S Group, Inc. (ISG)

(typed or printed name of organization)

By:

(individual's signature)

(Attach evidence of authority to sign.)

Date:

1/16/2026

(date signed)

Name:

Tom Grafft

(typed or printed)

Title:

Water/Wastewater Group Leader

(typed or printed)

Exhibit C—Amendment to Owner-Engineer Agreement.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
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and American Society of Civil Engineers. All rights reserved.

Page 1 of 1

ADDENDUM I – STATE OF IOWA AND FEDERAL PROGRAM LANGUAGE

The following references must be included in its entirety within the contract:

❖ **Access to Maintenance of Records**

“The Contractor must maintain records, including supporting documentation, for the greater of three years after the date the Recipient is notified that the State CDBG contract has been closed with HUD.”

“At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract”

❖ **Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**

“The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.”

❖ **Certification regarding government-wide restriction on lobbying:**

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- *i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 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.*
- *ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.*
- *iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and*



contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly."

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

❖ **Clean Air and Water Acts: (for all contracts over \$100,000)**

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738 (*Providing administration of the Clean Air & Water Acts*)

Clean Air and Water Acts - required clauses in all contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended.

"During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.

(2) The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) The Contractor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

(4) The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions."

❖ **Federal Executive Orders 11246 & 11375 (For all contracts over \$10,000)**

"During the performance of this contract, the contractor agrees as follows:



(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the



contractor may request the United States to enter into such litigation to protect the interests of the United States.”

❖ **Federal Labor Standards (For all contracts over \$2,000)**

“During the execution of this agreement, the contractor agrees to comply by all Federal, State and local labor standards in effect, including to but not limited to the following regulations:”.

- *Davis-Bacon and Related Acts, as amended;*
- *Contract Work Hours and Safety Standard Act, as amended;*
- *Copeland Anti-kickback Act, as amended;*
- *Fair Labor Standards Act, as amended*

(Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

❖ **Build America, Buy America Requirements**

Sample BABA Language for Inclusion into Professional Services Agreements:

“This agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. While professional services are not subject to BABA, the Provider understands that they are responsible for ensuring that, absent a waiver by the Department of Housing and Urban Development, Provider shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall obtain all necessary compliance certificates for work that is within provider’s scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget’s Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Sample BABA Language for Inclusion into Advertisement for Bids:

“This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Contractor shall include Manufacturer’s Certification for BABA requirements for all BABA-covered items to be incorporated into the infrastructure project. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation.

For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change. Contractor shall the designate responsible parties for determining the final classifications for all project items. “

(Housing projects of 4 units or less are excluded from this requirement.)

❖ **Section 3 requirements under 12 U.S.C. § 1701u**

- A. *"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
- B. *The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.*
- C. *The Contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
- D. *The Contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.*
- E. *The Contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.*
- F. *The Contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.*
- G. *The Contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.*
- H. *The Contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.*
- I. *The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.*
- J. *The Contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and*



if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

- K. *Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

- 1. It is at least 51 percent owned and controlled by low- or very low-income persons;*
- 2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or*
- 3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.*

** A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:*

- 1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;*
- 2. The worker is employed by a Section 3 business concern; or*
- 3. The worker is a YouthBuild participant.*

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

❖ **Recycled Materials**

"The Contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

- When appropriate, specifications shall include requirements for the use of recovered materials and products;*
- The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product;"*

❖ **Federal Executive Orders 11063, as amended by Executive Order 12259**

*"The Contractor agrees to comply with the provisions of **Executive Order 11063**, as amended by **Executive Order 12259**, which prohibit discrimination in the sale, leasing, rental, or other disposition of residential property and related facilities financed in whole or in part with federal assistance.*

*The Contractor shall not discriminate against any person on the grounds of **race, color, religion, sex, or national origin** in the sale, rental, or use of housing or residential property built or rehabilitated with assistance provided under this contract.*

The Contractor further agrees to:

- *Include this provision in all subcontracts or agreements related to this federally assisted construction project;*
- *Cooperate with the U.S. Department of Housing and Urban Development (HUD) in any enforcement or compliance reviews;*
- *Maintain and provide records as required to demonstrate compliance with applicable federal requirements.*
- *Failure to comply with this provision shall be considered a material breach of contract and may result in suspension or termination of this Agreement, in addition to other remedies available under law or regulation.”*

❖ **Section 109, Housing & Community Development Act of 1974 (42 USC 5309):**

“The Contractor agrees that no person shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development Block Grant (CDBG) funds on the grounds of: Race, color, national origin, sex, or religion. Additionally, as required by amendments to the Act and related statutes and regulations, the Contractor further agrees not to discriminate on the basis of disability.

Accordingly, the Contractor shall:

- *Take all necessary and reasonable steps to ensure non-discrimination in employment, service delivery, housing, and access to facilities;*
- *Include this clause in all subcontracts or agreements funded in whole or in part with CDBG funds;*
- *Cooperate fully with any compliance or enforcement reviews conducted by the U.S. Department of Housing and Urban Development (HUD) or its designee;*
- *Maintain and furnish records as necessary to demonstrate compliance;”*

❖ **Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC ss 200d):**

“The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. § 2000d et seq.) and all applicable regulations issued pursuant thereto, including those found at 24 CFR Part 1. Under Title VI, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. *Not discriminate against any person in employment, contracting, housing, or service delivery on the basis of race, color, or national origin.*
2. *Include this clause in every subcontract or purchase order involving the use of federal funds.*
3. *Maintain and provide access to records sufficient to demonstrate compliance with Title VI upon request of the funding agency or the U.S. Department of Housing and Urban Development (HUD).*



4. *Cooperate fully in any compliance review or complaint investigation undertaken pursuant to Title VI.*

❖ **Title VIII of the Civil Rights Act of 1968 (aka ‘Fair Housing Act’):**

“The Contractor shall comply with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601–3619), which prohibits discrimination in housing and housing-related transactions on the basis of: Race, color, religion, sex (including sexual orientation and gender identity), disability, familial status, or national origin.

Accordingly, the Contractor agrees to:

1. *Not discriminate in the sale, rental, lease, financing, design, construction, marketing, or provision of services related to any housing or residential facilities constructed or assisted under this contract.*
2. *Display the Equal Housing Opportunity logo and statement on all housing advertisements and marketing materials associated with the project.*
3. *Include this provision in all subcontracts related to residential construction, rehabilitation, leasing, or sale of housing units funded in whole or in part with federal funds.*
4. *Cooperate fully with any investigation, compliance review, or enforcement action conducted by the U.S. Department of Housing and Urban Development (HUD) or other designated entity.”*

❖ **Section 504 of the Rehabilitation Act of 1973 (PL 93-112, 29 USC 794):**

“The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by HUD regulations at 24 CFR Part 8, which prohibit discrimination on the basis of disability in any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. *Not discriminate against any qualified individual with a disability in the provision of services, employment, housing, or access to facilities under this Contract.*
2. *Ensure that all new construction and alterations funded in whole or in part with federal assistance are designed and constructed to be readily accessible to and usable by individuals with disabilities, as required by applicable accessibility standards (e.g., UFAS or ADA Standards, as applicable).*
3. *Take appropriate steps to ensure that communications with applicants, beneficiaries, and members of the public with disabilities are as effective as communications with others.*
4. *Make reasonable accommodations in policies, practices, and procedures when necessary to avoid discrimination, unless such accommodations would impose an undue financial or administrative burden.*
5. *Include this provision in all applicable subcontracts and agreements.”*

❖ **Age Discrimination Act of 1975 (42 USC 1601 et seq.):**

“The Contractor agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and the implementing regulations at 45 CFR Part 90, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.



Accordingly, the Contractor shall:

1. *Ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this contract or related activities on the basis of age.*
2. *Not use age as a basis for employment decisions, service delivery, or participation in housing or construction-related benefits funded by this contract.*
3. *Include this clause in all subcontracts or agreements involving federal funds under this project.*
4. *Cooperate fully with any compliance review or investigation conducted pursuant to this Act.*
5. *Maintain and provide records as required to demonstrate compliance with the Age Discrimination Act.”*

❖ **Americans with Disabilities Act (PM 101-336, 42 USC 12101-12213):**

“The Contractor agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (PL 101-336, codified at 42 U.S.C. §§ 12101–12213) and all applicable implementing regulations.

Under the ADA, no qualified individual with a disability shall, on the basis of disability, be:

- *Excluded from participation in,*
- *Denied the benefits of, or*
- *Subjected to discrimination in*

any program, service, or activity funded in whole or in part under this Contract.

Accordingly, the Contractor shall:

1. *Ensure that all employment practices, public facilities, housing, services, and communications related to this project are accessible and non-discriminatory toward individuals with disabilities.*
2. *Design and construct facilities to meet or exceed applicable accessibility standards, such as the 2010 ADA Standards for Accessible Design or UFAS, where applicable.*
3. *Make reasonable modifications to policies, practices, and procedures to accommodate individuals with disabilities, unless doing so would result in an undue burden or fundamental alteration.*
4. *Provide effective communication methods, including auxiliary aids and services, when necessary for equal access.*
5. *Include this clause in all subcontracts and agreements funded in whole or in part by CDBG or other federal funds.”*

❖ **Lead-Based Paint Compliance (24 CFR Part 35 – Lead Safe Housing Rule)**

Applies to pre-1978 residential structures receiving CDBG or other HUD funding

Types of projects:

- *Rehabilitation*
- *Acquisition*
- *Leasing*



- *Supportive housing*
- *Tenant-based rental assistance*

“The Contractor shall comply with the Lead Safe Housing Rule (24 CFR Part 35), which implements the requirements of the Lead-Based Paint Poisoning Prevention Act and applies to housing constructed prior to 1978 that is receiving federal financial assistance under this Contract.

Accordingly, the Contractor agrees to:

1. ***Identify and evaluate lead-based paint hazards*** in housing units constructed before 1978, using required methods such as visual assessments, paint testing, or risk assessments, as applicable based on project scope and funding level;
2. ***Control or eliminate lead-based paint hazards*** through interim controls or abatement in accordance with Subparts J (Rehabilitation), K (Acquisition), or M (Tenant-Based Rental Assistance) of 24 CFR Part 35;
3. ***Ensure that all work involving lead-based paint*** is performed by properly certified and trained workers, supervisors, and inspectors in accordance with EPA's Renovation, Repair and Painting (RRP) Rule and HUD guidelines;
4. ***Provide residents with proper notices*** and disclosures about the presence and hazards of lead-based paint as required under Subpart B of 24 CFR Part 35;
5. ***Follow clearance procedures*** after hazard control work, including proper testing by certified risk assessors or clearance technicians;
6. ***Keep and submit records and reports*** demonstrating full compliance with the Lead Safe Housing Rule and make such records available to HUD or the funding agency upon request.

The Contractor shall include this clause in all subcontracts involving residential rehabilitation, acquisition, or construction of pre-1978 housing units.”

❖ **Iowa Civil Rights Act of 1965, Chapter 216**

“The Contractor agrees to comply with the provisions of the Iowa Civil Rights Act of 1965 (Iowa Code Chapter 216), which prohibits discrimination in employment, housing, public accommodations, education, and credit based on:

Race, creed, color, sex, sexual orientation, gender identity, religion, national origin, disability, or age (where applicable), and familial status (in housing).

Accordingly, the Contractor shall:

1. *Not discriminate in hiring, promotion, layoff, termination, or other employment practices;*
2. *Provide equal access to housing, services, and facilities without regard to protected characteristics;*
3. *Make reasonable accommodations for persons with disabilities;*
4. *Include this clause in all applicable subcontracts and agreements under this contract;*
5. *Cooperate with any investigation or compliance review conducted by the Iowa Civil Rights Commission (ICRC) or other designated authority.”*



❖ **Iowa Code Section ss 19B.7**

The Contractor agrees to comply with Iowa Code Section 19B.7, which requires that all state and local government agencies and their contractors and subcontractors prevent and eliminate discrimination in employment and public contracting.

Accordingly, the Contractor shall:

- 1. Not discriminate against any employee or applicant for employment or any business or individual in the awarding of subcontracts, on the basis of: Race, Color, National origin, Sex, Gender identity, Sexual orientation, Religion, Age, Disability, Creed*
- 2. Include this nondiscrimination provision in all subcontracts and procurement agreements;*
- 3. Make good faith efforts to encourage the participation of minority-owned and women-owned business enterprises (M/WBEs) in all aspects of the project, including contracting and subcontracting;*
- 4. Provide documentation of such efforts upon request by the local jurisdiction, the Iowa Department of Administrative Services, or other authorized entity.*

❖ **Sales and Use Taxes (for municipalities only)**

"Owner is exempt from Iowa state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid."

The undersigned acknowledges that these requirements are party to the contract / subcontract and the Contractor/Subcontractor agrees to adoption of all requirements upon execution of the agreement:



Contractor Signature

Tom Grafft

Contractor Printed Name

1-16-2026

Date

Water/Wastewater Group Leader

Title

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.



Staff Summary

1/19/2026

Agenda Item # F.8.



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

REPORT TO: Honorable Mayor & Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Public Hearing on the Approval of a Community Development and Housing Needs Assessment for the City of Storm Lake, Iowa**

BACKGROUND: The City needs to develop, approve, and submit with the CDBG application a Community Development and Housing Needs Assessment.

The process for approval of the Community Development and Housing Needs Assessment requires that the City hold a public hearing to allow citizens the opportunity to be heard and provide comments on the development and approval of a Community Development and Housing Needs Assessment.

FISCAL IMPACT: N/A

RECOMMENDATION: Open Public Hearing
Take Public Comments
Close Public Hearing

ATTACHMENTS:

1. PH Notice Comm and Housing Needs STORM LAKE CM 1.5.2026
2. ASSESSMENT - Storm Lake - Community Dev and Housing Needs Assessment - DRAFT - CM 1.19.2026

PUBLIC HEARING NOTICE

The City of Storm Lake, Iowa, is hereby serving Public Notice that on January 19, 2026, at 5:00 p.m., the City Council will hold a public hearing during its regular City Council meeting to consider a Community Development and Housing Needs Assessment. The assessment will outline projects that the City has identified as community and housing needs over the next few years.

This meeting will be held to give residents information concerning the proposed assessment. Citizens are encouraged to attend and express their preferences about the proposed activities. Residents are able to provide comments in writing in advance of the meeting by email to cityclerk@stormlake.org or by mail to PO Box 1086, Storm Lake, IA 50588. Additionally, citizens who wish to participate in the public hearing can do so by attending the meeting on January 19, 2025, at 5:00 PM at Storm Lake City Hall, 620 Erie Street, Storm Lake, Iowa, 50588. Anyone having questions about this application or that requires special accommodations at the upcoming hearing may contact the City Clerk at 712-732-8000.

Mayra Martinez
City Clerk
City of Storm Lake, Iowa

**CITY OF STORM LAKE
COMMUNITY DEVELOPMENT AND HOUSING NEEDS ASSESSMENT**

PUBLIC HEARING DATE: January 19, 2026

APPROVAL DATE: January 19, 2026

SECTION 1. NEEDS OF LMI PERSONS

Over the past several months, the city has identified the following needs during various planning sessions: budget meetings, comprehensive planning, and hazard mitigation planning. Not all of these projects can be funded by the city or are in the early planning stages.

SUBSECTION 1A. COMMUNITY DEVELOPMENT AND HOUSING NEEDS OF LMI PERSONS.

1. Well Construction
2. Housing Rehabilitation
3. Low-to-Moderate Income Housing
4. Trail Enhancements
5. Water Line Replacement
6. Oneida Street Reconstruction – Phase 2
7. Phosphorus Reduction Project
8. Childcare
9. Nature Area Development

SUBSECTION 1B. DISCUSS HOW THE NEEDS WERE DETERMINED AND WHY THEY ARE NECESSARY FOR THE COMMUNITY.

1. Well Construction. The City continues to be challenged by limited water resources and the need to develop new sources of water for the community. Even with the development of a new Well 22, the City has a need for several more water sources.
2. Housing Rehabilitation. The City needs to increase the quality of the existing aging housing stock, especially homes owned by families who meet low-to-moderate income guidelines.
3. Low-to-Moderate Income Housing. The City has a growing population, and housing is hard to find, especially homes for individuals with a fixed budget or who may be classified as low-to-moderate income. The development of new housing, including both owner-occupied and rental units for this population, is a significant need.
4. Trail Enhancements. The City has developed a citizen advisory group to help staff and elected officials develop short, medium, and long-term plans to extend a community trail network. The group is also working with the Buena Vista County Trails Committee to integrate the county-wide trail plan.
5. Water Line Replacement. The City has several undersized and older cast iron water mains throughout the water distribution system, resulting in a reduced capacity, low water pressure for residents, and water quality issues (odor, color, and rust).
6. Oneida Street Reconstruction. Oneida Street is a main north-south street within the community that is also a key route for emergency access vehicles, including police and fire services. The

road has reached its useful life and require complete reconstruction. The City has completed phase 1. Phase 2 is scheduled for design in 2027 and construction in 2028.

7. Phosphorus Reduction Project. The City is anticipating new IDNR mandated compliance issues with regards to their wastewater treatment plant, specifically related to phosphorus reduction. The need to reduce phosphorus from the wastewater effluent stream will be a high cost to the City and all its residents.
8. Childcare. With a growing population the job base and families have a need for quality affordable and reliable childcare facilities.
9. Nature Area Development. The City's old spoil site is designed for outdoor recreational needs of the community which the City would like to see developed into new opportunities for outdoor recreation for citizens and visitors. Plans are in place for Phase 1 following the receipt of REAP funding.

SUBSECTION 1C. PRIORITIZE EACH OF THE NEEDS LISTED ABOVE. IDENTIFY WHETHER THE NEED IS A HIGH PRIORITY, MEDIUM PRIORITY, OR LOW PRIORITY FOR THE COMMUNITY.

HIGH PRIORITY NEEDS:

- Well Construction
- Water Line Replacement
- Oneida Street Reconstruction – Phase 2
- Phosphorus Reduction Project

MEDIUM PRIORITY NEEDS:

- Trail Enhancements
- Housing Rehabilitation
- Childcare
- Nature Area Development
- Low-to-Moderate Income Housing

LOW PRIORITY NEEDS:

- NONE

SECTION 2. OTHER COMMUNITY NEEDS.

Over the past several months, the city has identified the following needs during various planning sessions: budget meetings, comprehensive planning, and hazard mitigation planning. Not all of these projects can be funded by the city or are in the early planning stages.

SUBSECTION 2A. OTHER COMMUNITY DEVELOPMENT AND HOUSING NEEDS.

1. Fire Station Expansion
2. Comprehensive Master Plan
3. Housing Subdivision

SUBSECTION 2B. DISCUSS HOW THE NEEDS WERE DETERMINED AND WHY THEY ARE NECESSARY FOR THE COMMUNITY.

1. Fire Station Expansion. The existing fire station has served the community well since it was originally constructed; however, over time, the equipment needs and size of trucks have increased beyond what the current fire station can house.
2. Housing Subdivision. The City needs new upper-end housing starts. Many of the City's major employers have expressed a demand for housing units to help attract and provide for places for middle and upper-level management to live within the community.

SUBSECTION 2C. PRIORITIZE EACH OF THE NEEDS LISTED ABOVE. IDENTIFY WHETHER THE NEED IS A HIGH PRIORITY, MEDIUM PRIORITY, OR LOW PRIORITY OF THE COMMUNITY.

HIGH PRIORITY NEEDS:

- Fire Station Expansion

MEDIUM PRIORITY NEEDS:

- Housing Subdivision

LOW PRIORITY NEEDS:

- NONE

SECTION 3. PLANNED OR POTENTIAL ACTIVITIES.

As part of the city's planning activities, they have identified some potential activities to address and move the identified projects toward completion, thus resolving the community's needs.

SUBSECTION 3A. PLANNED OR POTENTIAL ACTIVITIES TO ADDRESS HOUSING AND COMMUNITY NEEDS.

1. Apply for Grant Funding
2. Identify Grant Funding Options
3. Partner with Developers
4. Work with Community Groups to Raise Funds
5. Budget Funding

SUBSECTION 3B. DISCUSS HOW THE PLANNED OR POTENTIAL ACTIVITIES WERE DETERMINED AND WHY THEY ARE NECESSARY FOR THE COMMUNITY.

1. Apply for Grant Funding. The city cannot currently complete the identified and needed projects with the resources available. Recent changes to the property tax system (a significant source of revenue for cities in the State of Iowa) have limited the available funds. Grants are an essential element in helping to accomplish needed projects.

The City plans to apply for grants for the following projects:

- Well Construction – CDBG Funding (January 2026)
 - Housing Rehabilitation – Consider Potential Housing Roofing CDBG Grant Program
 - Water Line Replacement – CDBG Funding (2026 or 2027)
2. Identify Grant Funding Option. For those projects that are further down the line for completion, the city is looking to work on the identification of potential sources for grants to help with the cost of the improvements.

The City plans to research grants for the following projects:

- Trail Enhancements

- Phosphorus Reduction Project
 - Nature Development Area
 - Fire Station Expansion
3. Partner with Developers. The City would like to identify developers who would be interested in partnering to create affordable housing developments within the Community.

The City plans to partner with developers for the following projects:

- Low-to-Moderate Income Housing
 - Housing Subdivision
4. Work with Community Groups to Raise Funds. A commitment and participation from local businesses and individuals best achieve specific necessary projects. These more community-type projects can be supported by both public and private resources to be achieved.

The City plans to work with community groups and individuals to accomplish the following projects:

- Childcare
5. Budget Funding. When various city funds are available for capital improvements, the city will budget those funds to make the necessary improvements or to match them with private investment or grants in the projects identified as needed.

The city plans to identify local resources and funding and budget those funds for the following projects:

- Oneida Street Reconstruction

SUBSECTION 3C. PRIORITIZE EACH OF THE PLANNED OR POTENTIAL ACTIVITIES LISTED ABOVE. IDENTIFY WHETHER THE PROJECT IS A HIGH PRIORITY, MEDIUM PRIORITY, OR LOW PRIORITY.

HIGH PRIORITIES

- Apply for CDBG funding for Well No. 23.
- Apply for CDBG funding for roofing rehabilitation projects
- Apply for CDBG funding for water main replacement project
- Budget funding for Oneida Street Reconstruction
- Identify funding for Phosphorus Reduction Project
- Research funding for Fire Station Expansion

MEDIUM PRIORITIES

- Work with developers for low-to-moderate income housing
- Work with developers for a new housing subdivision
- Research grants for trail enhancements
- Research grants for Nature Development Area

LOW PRIORITIES

- NONE

Staff Summary

1/19/2026

Agenda Item # F.9.



REPORT TO: Honorable Mayor & Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Resolution No. 40-R-2025-2026 Approving a Community Development and Housing Needs Assessment for the City of Storm Lake**

BACKGROUND: The City needs to develop, approve, and submit with the CDBG application a Community Development and Housing Needs Assessment.

The process for approval of the Community Development and Housing Needs Assessment requires that the City hold a public hearing to allow citizens the opportunity to be heard and provide comments on the development and approval of a Community Development and Housing Needs Assessment.

A public hearing was held by the City Council in the Storm Lake City Council Chambers, located at 620 Erie Street, Storm Lake, Iowa on Monday, January 19, 2026, at 5:00 p.m.

FISCAL IMPACT: N/A

RECOMMENDATION: Move to Approve Resolution Approving a Community Development and Housing Needs Assessment for the City of Storm Lake

ATTACHMENTS:

1. Resolution No. 40-R-2025-2026 Resolution Approving Storm Lake Com Dev and Housing Needs Assessment Approval CM 1.19.2026
2. ASSESSMENT - Storm Lake - Community Dev and Housing Needs Assessment - DRAFT - CM 1.19.2026

RESOLUTION NO. 40-R-2025-25026

**A RESOLUTION APPROVING A COMMUNITY
DEVELOPMENT AND HOUSING NEEDS ASSESSMENT
FOLLOWING PUBLIC HEARING**

WHEREAS, the City of Storm Lake desires to apply for an Iowa Community Development Block Grant under the Water Sewer portion of the program, and as part of the application the City has developed a Community Development and Housing Needs Assessment to show the needs of the community, and;

WHEREAS, the City Council held a public hearing on January 19, 2026, to allow citizens to provide comments on the draft community development and housing needs projects, and;

WHEREAS, the City has provided additional opportunities for public input on the community needs including public hearings during the budget, capital improvement plan, and hazard mitigation plan processes, and;

WHEREAS, after receiving input from the community the City Council has taken those comments into consideration and made modifications to the proposed assessment as needed, and the City Council is now ready to formally approve the Community Development and Housing Needs Assessment.

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

SECTION 1. The City Council formally approves the attached Community Development and Housing Needs Assessment as a planning tool for the community.

PASSED AND APPROVED THIS 19TH DAY OF JANUARY 2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

**CITY OF STORM LAKE
COMMUNITY DEVELOPMENT AND HOUSING NEEDS ASSESSMENT**

PUBLIC HEARING DATE: January 19, 2026

APPROVAL DATE: January 19, 2026

SECTION 1. NEEDS OF LMI PERSONS

Over the past several months, the city has identified the following needs during various planning sessions: budget meetings, comprehensive planning, and hazard mitigation planning. Not all of these projects can be funded by the city or are in the early planning stages.

SUBSECTION 1A. COMMUNITY DEVELOPMENT AND HOUSING NEEDS OF LMI PERSONS.

1. Well Construction
2. Housing Rehabilitation
3. Low-to-Moderate Income Housing
4. Trail Enhancements
5. Water Line Replacement
6. Oneida Street Reconstruction – Phase 2
7. Phosphorus Reduction Project
8. Childcare
9. Nature Area Development

SUBSECTION 1B. DISCUSS HOW THE NEEDS WERE DETERMINED AND WHY THEY ARE NECESSARY FOR THE COMMUNITY.

1. Well Construction. The City continues to be challenged by limited water resources and the need to develop new sources of water for the community. Even with the development of a new Well 22, the City has a need for several more water sources.
2. Housing Rehabilitation. The City needs to increase the quality of the existing aging housing stock, especially homes owned by families who meet low-to-moderate income guidelines.
3. Low-to-Moderate Income Housing. The City has a growing population, and housing is hard to find, especially homes for individuals with a fixed budget or who may be classified as low-to-moderate income. The development of new housing, including both owner-occupied and rental units for this population, is a significant need.
4. Trail Enhancements. The City has developed a citizen advisory group to help staff and elected officials develop short, medium, and long-term plans to extend a community trail network. The group is also working with the Buena Vista County Trails Committee to integrate the county-wide trail plan.
5. Water Line Replacement. The City has several undersized and older cast iron water mains throughout the water distribution system, resulting in a reduced capacity, low water pressure for residents, and water quality issues (odor, color, and rust).
6. Oneida Street Reconstruction. Oneida Street is a main north-south street within the community that is also a key route for emergency access vehicles, including police and fire services. The

road has reached its useful life and require complete reconstruction. The City has completed phase 1. Phase 2 is scheduled for design in 2027 and construction in 2028.

7. Phosphorus Reduction Project. The City is anticipating new IDNR mandated compliance issues with regards to their wastewater treatment plant, specifically related to phosphorus reduction. The need to reduce phosphorus from the wastewater effluent stream will be a high cost to the City and all its residents.
8. Childcare. With a growing population the job base and families have a need for quality affordable and reliable childcare facilities.
9. Nature Area Development. The City's old spoil site is designed for outdoor recreational needs of the community which the City would like to see developed into new opportunities for outdoor recreation for citizens and visitors. Plans are in place for Phase 1 following the receipt of REAP funding.

SUBSECTION 1C. PRIORITIZE EACH OF THE NEEDS LISTED ABOVE. IDENTIFY WHETHER THE NEED IS A HIGH PRIORITY, MEDIUM PRIORITY, OR LOW PRIORITY FOR THE COMMUNITY.

HIGH PRIORITY NEEDS:

- Well Construction
- Water Line Replacement
- Oneida Street Reconstruction – Phase 2
- Phosphorus Reduction Project

MEDIUM PRIORITY NEEDS:

- Trail Enhancements
- Housing Rehabilitation
- Childcare
- Nature Area Development
- Low-to-Moderate Income Housing

LOW PRIORITY NEEDS:

- NONE

SECTION 2. OTHER COMMUNITY NEEDS.

Over the past several months, the city has identified the following needs during various planning sessions: budget meetings, comprehensive planning, and hazard mitigation planning. Not all of these projects can be funded by the city or are in the early planning stages.

SUBSECTION 2A. OTHER COMMUNITY DEVELOPMENT AND HOUSING NEEDS.

1. Fire Station Expansion
2. Comprehensive Master Plan
3. Housing Subdivision

SUBSECTION 2B. DISCUSS HOW THE NEEDS WERE DETERMINED AND WHY THEY ARE NECESSARY FOR THE COMMUNITY.

1. Fire Station Expansion. The existing fire station has served the community well since it was originally constructed; however, over time, the equipment needs and size of trucks have increased beyond what the current fire station can house.
2. Housing Subdivision. The City needs new upper-end housing starts. Many of the City's major employers have expressed a demand for housing units to help attract and provide for places for middle and upper-level management to live within the community.

SUBSECTION 2C. PRIORITIZE EACH OF THE NEEDS LISTED ABOVE. IDENTIFY WHETHER THE NEED IS A HIGH PRIORITY, MEDIUM PRIORITY, OR LOW PRIORITY OF THE COMMUNITY.

HIGH PRIORITY NEEDS:

- Fire Station Expansion

MEDIUM PRIORITY NEEDS:

- Housing Subdivision

LOW PRIORITY NEEDS:

- NONE

SECTION 3. PLANNED OR POTENTIAL ACTIVITIES.

As part of the city's planning activities, they have identified some potential activities to address and move the identified projects toward completion, thus resolving the community's needs.

SUBSECTION 3A. PLANNED OR POTENTIAL ACTIVITIES TO ADDRESS HOUSING AND COMMUNITY NEEDS.

1. Apply for Grant Funding
2. Identify Grant Funding Options
3. Partner with Developers
4. Work with Community Groups to Raise Funds
5. Budget Funding

SUBSECTION 3B. DISCUSS HOW THE PLANNED OR POTENTIAL ACTIVITIES WERE DETERMINED AND WHY THEY ARE NECESSARY FOR THE COMMUNITY.

1. Apply for Grant Funding. The city cannot currently complete the identified and needed projects with the resources available. Recent changes to the property tax system (a significant source of revenue for cities in the State of Iowa) have limited the available funds. Grants are an essential element in helping to accomplish needed projects.

The City plans to apply for grants for the following projects:

- Well Construction – CDBG Funding (January 2026)
 - Housing Rehabilitation – Consider Potential Housing Roofing CDBG Grant Program
 - Water Line Replacement – CDBG Funding (2026 or 2027)
2. Identify Grant Funding Option. For those projects that are further down the line for completion, the city is looking to work on the identification of potential sources for grants to help with the cost of the improvements.

The City plans to research grants for the following projects:

- Trail Enhancements

- Phosphorus Reduction Project
 - Nature Development Area
 - Fire Station Expansion
3. Partner with Developers. The City would like to identify developers who would be interested in partnering to create affordable housing developments within the Community.

The City plans to partner with developers for the following projects:

- Low-to-Moderate Income Housing
 - Housing Subdivision
4. Work with Community Groups to Raise Funds. A commitment and participation from local businesses and individuals best achieve specific necessary projects. These more community-type projects can be supported by both public and private resources to be achieved.

The City plans to work with community groups and individuals to accomplish the following projects:

- Childcare
5. Budget Funding. When various city funds are available for capital improvements, the city will budget those funds to make the necessary improvements or to match them with private investment or grants in the projects identified as needed.

The city plans to identify local resources and funding and budget those funds for the following projects:

- Oneida Street Reconstruction

SUBSECTION 3C. PRIORITIZE EACH OF THE PLANNED OR POTENTIAL ACTIVITIES LISTED ABOVE. IDENTIFY WHETHER THE PROJECT IS A HIGH PRIORITY, MEDIUM PRIORITY, OR LOW PRIORITY.

HIGH PRIORITIES

- Apply for CDBG funding for Well No. 23.
- Apply for CDBG funding for roofing rehabilitation projects
- Apply for CDBG funding for water main replacement project
- Budget funding for Oneida Street Reconstruction
- Identify funding for Phosphorus Reduction Project
- Research funding for Fire Station Expansion

MEDIUM PRIORITIES

- Work with developers for low-to-moderate income housing
- Work with developers for a new housing subdivision
- Research grants for trail enhancements
- Research grants for Nature Development Area

LOW PRIORITIES

- NONE

Staff Summary

1/19/2026

Agenda Item # F.10.



REPORT TO: Honorable Mayor & Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Public Hearing on the Submission of a CDBG Application for the City of Storm Lake**

BACKGROUND: The City has a need to make improvements to the City's water system to ensure that the City is able to supply residents with a high quality, safe, and economical supply of water.

The requirements of the CDBG application require the City to hold a public hearing to allow citizens the opportunity to be heard and provide comments on the submission of a grant application.

FISCAL IMPACT: N/A

RECOMMENDATION: Open the Public Hearing
Read Aloud the Public Hearing Announcements as Written and Provided
Accept Comments, If Any
Close the Public Hearing

ATTACHMENTS:

1. PH Notice CDBG Application STORM LAKE CM 1.19.2025 Hearing Date
2. ANNOUNCEMENTS - Storm Lake - Well No. 23 - CDBG Public Hearing Announcements CM 1.19.2026

PUBLIC HEARING NOTICE

The City of Storm Lake, Iowa, is hereby serving Public Notice that on January 19, 2026, at 5:00 p.m., the City Council will hold a public hearing during the regular City Council meeting to consider the submission of an application for a Community Development Block Grant. The grant application will request funding assistance for improvements to the City's water system.

This meeting will be held to give residents information concerning the proposed project. Citizens are encouraged to attend and express their preferences about the proposed activities. Residents are able to provide comments in writing in advance of the meeting by email to cityclerk@stormlake.org or by mail to PO Box 1086, Storm Lake, IA 50588. Additionally, citizens who wish to participate in the public hearing can do so by attending the meeting on January 19, 2025, at 5:00 PM at Storm Lake City Hall, 620 Erie Street, Storm Lake, Iowa, 50588. Anyone who has questions about this application or that requires special accommodation at the upcoming hearing may contact the City Clerk at 712-732-8000.

Mayra Martinez
City Clerk
City of Storm Lake, Iowa

CITY OF STORM LAKE
PUBLIC HEARING ANNOUNCEMENTS
CDBG Application – Well No. 23 Project

A. Explain how the need for the activities was identified.

The need for the proposed Storm Lake Well No. 23 Project is due to the need for the City to provide a safe, reliable, and high-quality water supply to residents within the City. The City is serving the City with a number of existing wells many of which are older and at the end of their useful life or subject to impacts of long-term drought conditions. The City desires to develop a new well to ensure its ability to provide water for its residents.

B. Explain how the proposed activities will be funded and the sources of funds.

The Well No. 23 Project is estimated to have a CDBG eligible cost of \$932,350.00 which consists of construction and grant administration costs. In addition, the City will have engineering expenses related to design, bidding assistance, and construction management and observation services.

For the CDBG eligible cost the proposed funding is as follows:

- CDBG Grant – \$500,000.00
- City funding from Water Fund cash reserves – \$432,350.00.

The City fund the costs of engineering services at 100%.

C. Announce the date the CDBG application will be submitted to the State.

The grant application will be submitted to the Iowa Economic Development Authority no later than February 15, 2026.

D. Announce the requested amount of federal funds.

The City is requesting \$500,000.00 in CDBG funds for the proposed project.

E. Announce the estimated portion of funds that will benefit low-and-moderate income people.

The project will result in a City-wide benefit. The 2016-2020 American Community Survey Estimates show that 52.0% of the Storm Lake City population is considered low-to-moderate income. Of the CDBG funds invested in the project 52.0% of the funds will benefit low-to-moderate income individuals in the City of Storm Lake.

F. Announce where the proposed activities will be conducted.

The proposed project activities will take place at the existing site of Well No. 22 which has been constructed over the past several months. These wells are located on property owned by the City of Storm Lake on the west side of 90th Avenue, north of Highway 7.

G. Announce plans to minimize displacement of people and businesses resulting of funded activities.

The proposed project will not result in the displacement or relocation of any person or business.

H. Announce plans to assist people actually displaced.

No people will be displaced by the proposed project.

I. Announce the nature of the proposed activities.

The proposed project will result in the construction of a new shallow aquifer well to provide water supply to the residents and businesses of the City of Storm Lake. The well will be serviced by existing raw water mains which are already existing and the controls and pumps will be housed in the well-house building constructed as part of the Well No. 22 project. Backup power will be supplied by the generator installed for the Well No. 22 project.

NOTE: The Announcements above should be read aloud during the meeting and printed in full in the minutes for the meeting.

Staff Summary

1/19/2026

Agenda Item # F.11.



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

REPORT TO: Honorable Mayor & Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Resolution No. 41-R-2025-2026 Committing Matching Funds for a Community Development Block Grant Application**

BACKGROUND: The City of Storm Lake is applying for an Iowa Community Development Block Grant under the Opportunities and Threats portion of the program for their Well No. 23 Project. The City has available funds in cash reserves set aside specifically for this project in the total amount of \$432,350.00 prior to the submission of the CDBG application. The City has budgeted these funds for the project in the Fiscal Year 2027 Budget. The City intends to utilize these funds as the source for financing their share of the project.

FISCAL IMPACT: As noted in the Resolution - \$432,350.00

RECOMMENDATION: Move to Adopt Resolution Committing Matching Funds for a Community Development Block Grant Application

ATTACHMENTS:

1. Resolution No. 41-R-2025-2026 Resolution Committing Match Funds Well No. 23 - CM 1.19.2026

RESOLUTION NO. 41-R-2025-2026

**A RESOLUTION COMMITTING MATCHING FUNDS
FOR A COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION**

WHEREAS, the City of Storm Lake is applying for an Iowa Community Development Block Grant under the Opportunities and Threats portion of the program for their Well No. 23 Project, and,

WHEREAS, the City has available funds in cash reserves set aside specifically for this project in the total amount of \$432,350.00 prior to the submission of the CDBG application; and,

WHEREAS, the City has budgeted these funds for the project in the Fiscal Year 2027 Budget; and,

WHEREAS, the City intends to utilize these funds as the source for financing their share of the project;

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

SECTION 1. The City commits to the use of these funds in the amount of \$432,350.00, for the purpose of funding the City's share of the Well No. 23 Project.

PASSED AND APPROVED THIS 19TH DAY OF JANUARY 2026.

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA

—

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

1/19/2026

Agenda Item # F.12.



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

REPORT TO: Honorable Mayor & Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Resolution No. 42-R-2025-2026 Endorsing and Authorizing Submission of an Application for Community Development Block Grant Funds**

BACKGROUND: The City of Storm Lake is eligible to apply for Iowa Community Development Block Grant funding under the Opportunities and Threats portion of the program. The City Council has held a public hearing as required for submission under CDBG guidelines on January 19, 2026, to hear public comments on the submission of the grant application. The City has an immediate need to conduct a project to make improvements to its water system to ensure a safe, reliable, and high-quality water supply for its residents.

The City Council has decided to submit an application to the CDBG program for the Well No. 23 Improvement Project.

FISCAL IMPACT: N/A

RECOMMENDATION: Move to Adopt Resolution Endorsing and Authorizing Submission of an Application for Community Development Block Grant Funds Following Public Hearing

ATTACHMENTS:

1. Resolution No. 42-R-2025-2026 Resolution Endorsing and Authorizing Submittal CDBG Application Well 23 CM 1.19.2026
2. Federal Assurances Storm Lake Well No. 23 for City Signature CM 1.19.2026
3. HUD 2880 Form - For City Signature - CM 1.19.2026

4. Certification of Procurement for City Signature Well No 23 CM 1.19.2026

RESOLUTION NO. 42-R-2025-2026

**A RESOLUTION ENDORSING AND AUTHORIZING SUBMISSION OF AN
APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOLLOWING PUBLIC HEARING**

WHEREAS, the City of Storm Lake is eligible to apply for Iowa Community Development Block Grant funding under the Opportunities and Threats portion of the program, and;

WHEREAS, the City Council has held a public hearing as required for submission of a CDBG guidelines on January 19, 2026, to hear public comments on the submission of the grant application, and;

WHEREAS, the City has an immediate need to conduct a project to make improvements to its water system to ensure a safe, reliable, and high-quality water supply for its residents, and;

WHEREAS, the City Council has decided to submit an application to the CDBG program for the Well No. 23 Improvement Project;

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

SECTION 1. The City Council endorses the submission of an application for CDBG grant funds to the Iowa Economic Development Authority in the amount of \$500,000.00 for the Well No. 23 Improvement Project

SECTION 2. The City Council certifies that the required public hearing announcements were made prior to consideration of submission of the grant application, as per IEDA guidelines.

SECTION 3. The Mayor is authorized to sign all paperwork and forms necessary for the submittal of the grant application, including but not limited to the following documents:

- HUD 2880 Form
- Federal Assurances Form
- IEDA Certification of Procurement Compliance Form

PASSED AND APPROVED THIS 19TH DAY OF JANUARY 2026.

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

FEDERAL ASSURANCES SIGNATURE PAGE

I, Margaret J. McKeon, Mayor, hereby certify that in carrying out the activities funded under the CDBG Program, the City of Storm Lake:

- A. will minimize displacement of persons as a result of such activities;
- B. will conduct and administer the program in conformity with Public Law 88-352 (Title VI of the Civil Rights Act of 1964), and Public Law 90-284 (Title VIII of the Civil Rights Act of 1968) and will affirmatively further fair housing);
- C. will provide for opportunities for citizen participation, hearings, and access to information with respect to our community development program comparable to the requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1975 as amended through 1987; and
- D. will not attempt to recover any capital costs of public improvements assisted in whole or part under the CDBG Program by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under the CDBG Program are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Public Law 93-383, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not of very low income, the city/county has certified to the State that it lacks sufficient funds received under the CDBG Program to comply with the requirements of clause (i) above.

I also certify that to the best of my knowledge and belief, data in the application is true and correct, including commitment of local resources; the document has been duly authorized by the governing body of the applicant; and the applicant will comply with all applicable federal and state requirements, including the following, if assistance is approved:

- A. Civil Rights Acts;
- B. Housing and Community Development Acts of 1974, as amended;
- C. Age Discrimination Act of 1975;
- D. Section 504 of the Rehabilitation Act of 1973;
- E. Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act; the Copeland Anti-kickback Act; the Department of Defense Reauthorization Act of 1986 and the Fair Labor Standards Act.
- F. National Environmental Policy Act of 1969 and 24 CFR 58 (Environmental Review).
- G. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- H. State of Iowa Citizen Participation Plan;
- I. Lead-based Paint Poisoning Prevention Act;
- J. Residential Anti-displacement and Relocation Assistance Plan;
- K. Government-wide Restriction on Lobbying and the Hatch Act; and
- L. Prohibition on the Use of Excessive Force.

Margaret J. McKeon, Mayor
Typed Name of Applicant Official

Signature

January 19, 2026
Date

Mayra Martinez, City Clerk
Typed Name of Person Attesting

Signature

January 19, 2026
Date

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Number: 2501-0017
Expiration Date: 1/31/2026

Public Reporting Burden Statement: This collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed HUD-2880 forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

Applicant/Recipient Information * UEI Number: KRERQ5MYGKQ3 * Report Type: **INITIAL**

1. Applicant/Recipient Name, Address, and Phone (include area code)

* Applicant Name: City of Storm Lake

* Street 1: PO Box 1086

Street 2: 620 Erie Street

City: Storm Lake

State Abbreviation: IA

* Zip Code: 50588

County: Buena Vista

* Country: United States

* Phone: 712-732-8000

2. Employer ID Number (do not include individual social security numbers): 42-6005255

3. HUD Program Name: CDBG Water Sewer

4. Amount of HUD Assistance Requested/Received: \$ 500,000.00

5. State the name and location (street address, City and State) of the project or activity

Project Name: Well No. 23 Project

* Street 1: 5923 90th Ave

Street 2:

City: Storm Lake

State Abbreviation: IA

* Zip Code: 50588

County: Buena Vista

* Country: USA: UNITED STATES

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. For further information see 24 CFR Sec. §4.3.

☐ Yes ☒ No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR §4.9.

☐ Yes ☒ No

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. However, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds. Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name	Department/State/Local Agency Name
* Government Agency Name:	* Government Agency Name:
Government Agency Address:	Government Agency Address:
* Street 1:	* Street 1:
Street 2: 620 Erie Street	Street 2:
City: State Abbreviation: * Zip Code:	City: State Abbreviation: * Zip Code:
County:	County:
Country:	Country:
* Type of Assistance:	* Type of Assistance:
* Amount Requested/Provided: \$	* Amount Requested/Provided: \$
* Expected Uses of the Funds:	* Expected Uses of the Funds:

Note: For Part 1, use additional pages if necessary. Add Attachment:

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for assistance or in the planning, development, or implementation of the project or activity.

* Alphabetical list of all persons with a reportable financial interest in the project or activity (for individuals, give the last name first)	* Unique Entity ID	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)			
			\$			%
			\$			%
			\$			%

2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

* Alphabetical list of all persons with a reportable financial interest in the project or activity (for individuals, give the last name first)	* City of Residence	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)			
			\$			%
			\$			%
			\$			%

Note: For Part 2, use additional pages if necessary. Add Attachment:

Certification:

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.

Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

* Signature:

* Date: (mm/dd/yyyy): 01-19-2026

Certification of Compliance CDBG Procurement Standards

CDBG Applicant/Recipient: Storm Lake

Application year: 2026

2 CFR 200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals **must** be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

I certify that I am the chief elected official and that the community listed above did not violate the above competition statute when competitively procuring engineering or administrative services as part of the potential CDBG award.

Signature: _____

Printed Name: Margaret J. McKeon

Date: January 19, 2026

Staff Summary

1/19/2026

Agenda Item # F.13.



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

REPORT TO: Honorable Mayor & Council

FROM: David Derragon, Assistant City Manager
Jorge Tarin, Wastewater Superintendent

SUBJECT: **Motion to Award Grand Avenue Sewer Lining Project to Hydro-Klean**

BACKGROUND: Competitive quotations were received for the City of Storm Lake Grand Ave. Sanitary Sewer Lining project on Thursday, January 8, 2026, and opened at 10:00 a.m at City Hall. Three proposals were received for the project. A summary of the proposals received is provided below:

CONTRACTOR	QUOTATION AMOUNT
Hydro-Klean, LLC., Des Moines, IA	\$67,202.26
Municipal Pipe Tool, LLC., Hudson, IA	\$71,621.25
Visi-Sewer, LLC., Pewaukee, WI	\$84,547.00

ENGINEER'S ESTIMATE \$72,410.00

The low quotation of \$67,202.26 from Hydro-Klean, LLC is below the Engineer's Estimate of Probable Cost and within the City's CIP budget of \$70,000 for this project. ISG has worked with Hydro-Klean previously and they have proven to be responsive and competent. Therefore, ISG recommends accepting the low quotation of \$67,202.26 and award the project to Hydro-Klean, LLC of Des Moines, IA.

FISCAL IMPACT: \$67,202.26

RECOMMENDATION: Move to Award Grand Avenue Sewer Lining Project to Hydro-Klean
in the amount of \$67,202.26

ATTACHMENTS:

1. [22354 ISG Letter of Recommendation](#)

JANUARY 9, 2026

Mr. David Derragon
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588



RE: RECOMMENDATION OF AWARD, GRAND AVE. SANITARY SEWER LINING

Dear Mr. Derragon,

Competitive quotations were received for the City of Storm Lake Grand Ave. Sanitary Sewer Lining project on Thursday, January 8, 2026, and opened at 10:00 a.m at City Hall. Three proposals were received for the project. A summary of the proposals received is provided below:

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ENGINEER'S ESTIMATE	\$72,410.00

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If there are any questions regarding this recommendation, please contact us at 712.732.7745.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Grafft", with a stylized flourish at the end.

Tom Grafft
Water/Wastewater Group Leader
Tom.Grafft@ISGInc.com

Staff Summary

1/19/2026

Agenda Item # F.14.



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

REPORT TO: Honorable Mayor & Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Motion Approving an Amendment to the Professional Services Agreement with Bolton & Menk for Engineering Services**

BACKGROUND: Engineering RFQ: In September 2023, the City issued a Request for Qualifications for General Engineering Services. The RFQs were advertised on the City's website, League of Cities website and the newspaper. Proposals were due by October 6, 2023. Timely responses were received from Bolton and Menk and ISG for the RFQ.

Responses received were carefully and thoroughly reviewed by a team of twelve staff members. Thoughtful consideration was given to each response in order to make a recommendation as to which firm would be the best fit to provide general engineering services to the City for a five-year period (through December 31, 2028).

Bolton and Menk was recommended as the firm best suited to provide general engineering services for the City for the five-year period. The contract awarded on November 6, 2023 has an initial period of two years with an optional three-year extension, subject to satisfactory performance. The contract covers general engineering services for daily operation. Specific projects have individually negotiated agreements.

This amendment to the professional services agreement accepts the three-year extension (through December 31, 2028); no other changes to the contract terms and conditions are proposed.

FISCAL IMPACT: Current fee schedule

RECOMMENDATION: Approve the amendment extending the agreement with Bolton & Menk for engineering services through December 31, 2028.

ATTACHMENTS:

1. Bolton & Menk City Infrastructure Engineer - Amendment No. 1

**CITY OF STORM LAKE, IOWA AND BOLTON & MENK, INC.
AMENDMENT TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

AMENDMENT NO: 1 – Extension of the Agreement

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS AMENDMENT: January 19, 2026

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: December 4, 2023

Whereas, Client and Consultant entered into a Master Agreement for Professional Services (“Master Agreement”) as dated above; and Consultant agrees to perform and complete the following Services for Client in accordance with this Amendment and the terms and conditions of the Master Agreement. Client and Consultant agree as follows:

1.0 Scope of Services:

Consultant shall perform the Services as set forth in the Master Agreement. All terms and conditions of the Master Agreement are incorporated by reference in this Amendment, except as explicitly modified in writing herein.

2.0 Fees:

Client shall pay Consultant in accordance with Section III of the Master Agreement.

3.0 Schedule:

Schedule for performance of Services will be as mutually agreed upon by Client and Consultant for each work item performed under the Master Agreement.

4.0 Deliverables

Deliverables will be as set forth in the Master Agreement.

5.0 Term

Pursuant to Section IV.J of the Master Agreement, the term is extended and the Master Agreement will remain in effect for the longer of a period of three (3) years commencing January 1, 2026; or until the specified completion date for any subsequently issued Task Order or Addendum that falls after the end of that period; or such other expressly identified completion date.

(The Remainder of the Page Intentionally Left Blank)

6.0 Other Matters

The fee schedule referenced in Section III.A.1 (Schedule1) shall be replaced with the following fee schedule. The rates shall apply for Services for the period through December 31, 2026. Subject to the approval of the Client, these rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

Employee Classification	Hourly Billing Rates
Administrative	\$70-175
Technician	\$98-186
Survey Technician	\$112-202
Senior Technician	\$138-230
Construction Manager	\$162-228
Design Engineer	\$135-202
Graduate Engineer	\$125-190
Graduate Surveyor	\$145-202
Landscape Designer	\$128-178
Landscape Architect	\$156-185
Licensed Project Surveyor	\$190-237
Planner	\$120-181
Project Engineer	\$148-220
Project Manager	\$140-261
Senior Landscape Architect	\$154-269
Senior Planner	\$172-240
Senior Project Engineer	\$170-220
Senior Project Manager	\$190-290
Architect	\$160-276
Specialist*	\$100-216
Practice Expert**	\$125-349
Senior Principal**	\$232-344
Principal**	\$180-320
GPS/Robotic Survey Equipment ¹	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ NO SEPARATE CHARGES WILL BE MADE FOR GPS OR ROBOTIC TOTAL STATIONS ON BOLTON & MENK, INC. SURVEY ASSIGNMENTS; THE COST OF THIS EQUIPMENT IS INCLUDED IN THE RATES FOR SURVEY TECHNICIANS.

* SPECIALIZED ROLE NOT CLASSIFIED ABOVE OTHERWISE

** HIGHLY SPECIALIZED AND INDUSTRY EXPERTISE UNIQUE TO THE MARKET OR AREA OF DISCIPLINE.

7.0 Project Managers

Project managers will be as set forth in each Task Order.

CITY OF STORM LAKE, IOWA

By: _____

Printed Name: Margaret J. McKeon

Title: Mayor

BOLTON & MENK, INC.

By:  _____

Printed Name: Joshua A. Pope, P.E.

Title: Municipal Division Leader | Principal

ATTACHMENTS TO THIS AMENDMENT: None

Staff Summary

1/19/2026

Agenda Item # F.15.



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

REPORT TO: Honorable Mayor & Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Motion Approving an Amendment to the Professional Services Agreement with ISG for Engineering Services**

BACKGROUND: Engineering RFQ: In September 2023, the City issued a Request for Qualifications for Water and Wastewater Engineering Services. The RFQs were advertised on the City's website, League of Cities website and the newspaper. Proposals were due by October 6, 2023. Timely responses were received from Bolton and Menk and ISG for the RFQ.

Responses received were carefully and thoroughly reviewed by a team of twelve staff members. Thoughtful consideration was given to each response in order to make a recommendation as to which firm would be the best fit to provide general engineering services to the City for a five-year period (through December 31, 2028).

ISG was recommended as the firm best suited to provide water and wastewater engineering services for the City for the five-year period. The contract awarded on November 6, 2023 has an initial period of two years with an optional three-year extension, subject to satisfactory performance. The contract covers general engineering services for daily operation. Specific projects have individually negotiated agreements.

This amendment to the professional services agreement accepts the three-year extension (through December 31, 2028); no other changes to the contract terms and conditions are proposed.

FISCAL IMPACT: Current fee schedule

RECOMMENDATION: Approve the amendment extending the agreement with ISG for engineering services through December 31, 2028.

ATTACHMENTS:

1. Exhibit C - Amendment No. 1 (12-31-2025)

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

Owner: **City of Storm Lake, IA**
Engineer: **I+S Group, Inc. (ISG)**
Project: **General Consulting Services for Water + Wastewater**
Effective Date of Owner-Engineer Agreement: **January 1, 2024**
Nature of Amendment: (Check those that apply)
☐ Additional Services to be performed by Engineer
☐ Modifications to services of Engineer
☐ Modifications to responsibilities of Owner
☒ Modifications of payment to Engineer
☒ Modifications to time(s) for rendering services
☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

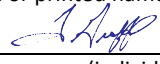
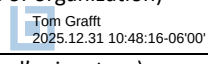
As outlined in Section 1.01, B., 2., of the Agreement, both ISG and the City of Storm Lake are electing to extend the original professional services agreement for an additional three (3) years. No other modifications to the original agreement are requested in this Amendment.

Agreement Summary:

Original agreement amount: \$75.00/hr
Net change for prior amendments: \$
This amendment amount: \$
Adjusted Agreement amount: \$85.00/hr
Change in time for services (days or date, as applicable): **Services shall be extended until December 31, 2028.**

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **January 1, 2026**.

Owner
City of Storm Lake
(typed or printed name of organization)
By: _____
(individual's signature)
(Attach evidence of authority to sign.)
Date: _____
(date signed)
Name: _____
(typed or printed)
Title: _____
(typed or printed)

Engineer
I+S Group, Inc. (ISG)
(typed or printed name of organization)
By:  
(individual's signature)
(Attach evidence of authority to sign.)
Date: December 31, 2025
(date signed)
Name: Tom Grafft
(typed or printed)
Title: Water/Wastewater Group Leader
(typed or printed)

Staff Summary

1/19/2026

Agenda Item # F.16.



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

REPORT TO: Honorable Mayor & Council

FROM: Tyler Gibbins, Finance Director

SUBJECT: **Fiscal Year 2027-2031 Proposed Capital Improvement Plan Work Session**

BACKGROUND: This work session is to discuss the fiscal year 2027-2031 proposed capital improvement plan. The presentation order follows:

- Administration
- Airport
- Building Official
- Fire Department
- Police Department
- Library
- Economic Development
- Public Services
- King's Pointe Resort

FISCAL IMPACT: N/A

RECOMMENDATION: Review the proposed fiscal year 2027-2031 capital improvement plan and recommend modifications.

ATTACHMENTS:

1. Administration & Airport & Building Official
2. Fire Department
3. Police Department
4. Library
5. Economic Development
6. Public Services

7. King's Pointe

2027 through 2031
Admin Summary
Storm Lake, IA
Projects By Department

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
Administration								
City Hall Updates	ADMN-17-01	3	20,000	20,000	20,000	20,000	20,000	100,000
Copier	ADMN-23-04	1		14,000				14,000
Administration Total			20,000	34,000	20,000	20,000	20,000	114,000
Airport								
Apron Expansion	AIR-26-01	1	1,459,450					1,459,450
Automated Gate System	AIR-26-03	1		50,000				50,000
AWOS Replacement	AIR-29-01	1			45,000	305,000		350,000
Fuel Tank Replacment	AIR-25-01	1	98,000	542,000				640,000
PAPIs & REILs Replacement	AIR-27-01	1		58,500	341,500			400,000
Runway End 35 Turnaround Loop & Taxiway	AIR-25-02	1				178,500	1,421,500	1,600,000
Airport Total			1,557,450	650,500	386,500	483,500	1,421,500	4,499,450
Building/Code Enforcement								
Vehicle Replacement	CODE-20-01	2		45,000				45,000
Building/Code Enforcement Total			0	45,000	0	0	0	45,000
GRAND TOTAL			1,577,450	729,500	406,500	503,500	1,441,500	4,658,450

2027

Admin Details

Storm Lake, IA

Project # ADMN-17-01
Project Name City Hall Updates

Total Project Cost	\$100,000	Department	Administration
Type	Building Maintenance	Category	Buildings
Priority	3 Important	Status	Active
Useful Life	20 years		

Description

A/C Compressor for City Hall Building FY2027. Roof Replacement FY2028.

Includes Kiosk for front lobby for \$5,000 for Customer Service Future Date

Justification

Department Objective: Maintenance and upkeep of City owned Facilities.

Prior	Expenditures	2027	Total	Future
-	Construction/Maintenance	20,000	20,000	80,000
	Total	20,000	20,000	

Prior	Funding Sources	2027	Total	Future
-	LOST	20,000	20,000	80,000
	Total	20,000	20,000	

2027

Admin Details

Storm Lake, IA

Project # AIR-26-01
 Project Name Apron Expansion

Total Project Cost	\$1,459,450	Department	Airport
Type	Construction	Category	Airport Improvements
Priority	1 Critical	Status	Active
Useful Life	40 years		

Description

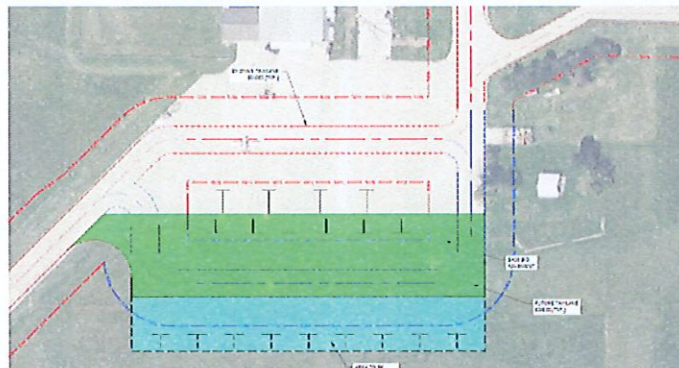
Expansion of the Airport Apron South. With planes getting larger, more room is needed south of the existing apron. If a plane is tied down south of the fueling station, a jet is unable to get fuel. We will need to extend the apron south to allow additional tie downs but keep enough room for the expanding plane wing spans.

Justification

Storm Lake Airport Layout Plan

Expenditures	2027	Total
Construction/Maintenance	1,300,000	1,300,000
Planning/Design	159,450	159,450
Total	1,459,450	1,459,450

Funding Sources	2027	Total
Federal Grant- FAA	1,321,477	1,321,477
LOST	137,973	137,973
Total	1,459,450	1,459,450



2027

Admin Details

Storm Lake, IA

Project # AIR-25-01
Project Name Fuel Tank Replacment

Total Project Cost	\$640,000	Department	Airport
Type	Construction	Category	Airport Improvements
Priority	1 Critical	Status	Active
Useful Life	40 years		

Description

Replacement of the AV and Jet A Fuel Tanks. Due to recent required repairs, this project is proposed to relocate the current underground storage tanks to above ground tanks on the SE corner of the existing apron.

Justification

Department Goals: Maintain and Upkeep City Owned Facilities

Prior	Expenditures	2027	Total	Future
-	Planning/Design	83,000	83,000	542,000
	Engineering	15,000	15,000	
	Total	98,000	98,000	

Prior	Funding Sources	2027	Total	Future
-	State Grant-Airport	72,375	72,375	542,000
	LOST	25,625	25,625	
	Total	98,000	98,000	



2027 through 2031
FD Sum- Capital Improvement Plan
 Storm Lake, IA
Projects By Department

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
Fire Department								
Command Vehicle Replacement	FIRE-28-01	2		90,000				90,000
Fire Station Expansion/Remodel	FIRE-23-05	1	115,000	1,971,756	1,971,757			4,058,513
Office Tables & Chairs	FIRE-27-02	1	12,000					12,000
Wildland/Extrication Gear	FIRE-28-02	1		15,000	15,000	15,000		45,000
Fire Department Total			127,000	2,076,756	1,986,757	15,000	0	4,205,513
GRAND TOTAL			127,000	2,076,756	1,986,757	15,000	0	4,205,513

2027

FD Detail - Capital Improvement Plan

Storm Lake, IA

Project #	FIRE-23-05		
Project Name	Fire Station Expansion/Remodel		
Total Project Cost	\$4,058,513	Contact	Terence Sinner
Department	Fire Department	Type	Construction
Category	Buildings	Priority	1 Critical
Status	Active		

Description

Expand and Update Fire Station per the Fire Stations Space Study. The current fire station has met its limits for use and is beginning to show its age. Many major systems have required updating and space is now becoming a significant issue. While the building has served well for many years, it is time to prepare the building for the next segment of its service to the community. 2018 Space Study completed by ISG includes: Renovation of Existing spaces including: chief and firefighter offices, kitchen, day room, accessible restrooms, and bunk room with private toilet/showers- 2,690 sq ft for \$807,000 Public Meeting Room Addition- 1,090 sq feet for \$425,100 Apparatus bay and storage addition- 4,412 sq feet (an increase of 700 sq feet) for \$1,323,600 Hose/Training Tower- 400 sq feet for \$368,000 Civil site improvements including concrete removals, driveway relocation, and utility relocation for \$200,000 Voting Referendum Bond Funds in 2024 for the election.

Bond Vote during general election in 2027.

Justification

Department Objective: Maintenance and upkeep of City owned Facilities

Prior	Expenditures	2027	Total	Future
-	Planning/Design	115,000	115,000	3,943,513
	Total	115,000	115,000	

Prior	Funding Sources	2027	Total	Future
-	LOST	115,000	115,000	3,943,513
	Total	115,000	115,000	

Budget Impact

This project will require a request of voters to increase property taxes.



FD Detail - Capital Improvement Plan

Storm Lake, IA

Project # FIRE-27-02
 Project Name Office Tables & Chairs

Total Project Cost	\$12,000	Contact	Terence Sinner
Department	Fire Department	Type	Equipment
Category	Equipment- Fire	Priority	1 Critical
Status	Active	Useful Life	10 years

Description

The tables and chairs in use at SLFD are over 40 years old and at their end of life. They cannot be easily stacked and take up a large amount of space when not in use. The proposed tables and chairs provide an updated and more "modern" look. They are built to stack or be reconfigured for storage, allowing for more efficient use of the existing space and ease of movement if the meeting area needs to be reconfigured.

Replacement of EOC tables and chairs:

Tables: 48x24" \$270 each

60x24" \$320 each

72x24" \$345 each

Chairs: \$175 each

Estimate 12 tables and 30 chairs

Expenditures	2027	Total
Equip/Vehicles/Furnishings	12,000	12,000
Total	12,000	12,000

Funding Sources	2027	Total
LOST	12,000	12,000
Total	12,000	12,000



2027 through 2031
PD Sum - Capital Improvement Plan
 Storm Lake, IA
Projects By Department

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
Police Department								
Copier	PD-19-02	1		14,000				14,000
K-9 Patrol Vehicle	PD-22-11	1		60,000				60,000
Mobile Radar Trailer	PD-27-01	5	19,000					19,000
Patrol Vehicle	PD-17-01	2	72,000	150,000	78,000	81,000	84,000	465,000
Unmarked Vehicle	PD-23-01	1			40,000			40,000
Police Department Total			91,000	224,000	118,000	81,000	84,000	598,000
GRAND TOTAL			91,000	224,000	118,000	81,000	84,000	598,000

2027

PD Detail - Capital Improvement Plan

Storm Lake, IA

Project # PD-27-01
Project Name Mobile Radar Trailer

Total Project Cost	\$19,000	Department	Police Department
Type	Equipment	Category	Unassigned
Priority	5 Future Consideration	Status	Active

Description

Replacement of the trailer that was damaged in the storm.

Expenditures	2027	Total
Equip/Vehicles/Furnishings	19,000	19,000
Total	19,000	19,000

Funding Sources	2027	Total
LOST	19,000	19,000
Total	19,000	19,000



2027

PD Detail - Capital Improvement Plan

Storm Lake, IA

Project # PD-17-01
Project Name Patrol Vehicle

Total Project Cost	\$465,000	Department	Police Department
Type	Equipment	Category	Equipment- Police
Priority	2 Very Important	Status	Active
Useful Life	5 years		

Description

Replace Patrol Vehicle P-13 (2022), projected to exceed 100,000 miles by the time a replacement vehicle is delivered.

Officer and Public Safety

High-mileage patrol vehicles are more prone to mechanical failures involving brakes, steering, suspension, and electrical systems. Patrol vehicles operate under demanding conditions that include high-speed responses, extended idling, emergency driving, and pursuits which exceed normal civilian driving. Equipment failures during calls for service cause safety risks to officers and the public.

Operational Reliability

Patrol vehicles must be available 24/7. As mileage increases, repair frequency and downtime increase, reducing fleet availability and impacting response capability. Planned replacement helps us to maintain reliable service levels.

Cost Control and Fleet Management

Major component failures become more common after 80,000-100,000 miles. Replacing vehicles on a structured rotation is more cost effective than continued operation of aging units. Retired patrol vehicles are often reassigned to other City departments (Public Works, Airport, Code Enforcement), allowing the City to maximize asset value under non-emergency use.

Patrol Use vs. Civilian Use

Police vehicles experience accelerated wear due to extended idling, frequent hard braking and acceleration, and continuous operation of emergency equipment such as radios, computers, cameras, and lightbars.

Budget Planning

A defined replacement schedule supports predictable budgeting, reduces emergency repair costs, and ensures continuity of operations. Due to manufacturing lead times, patrol vehicles under the state bid typically must be ordered approximately one year in advance.

Justification

Department Objective: Provide and replace equipment for staff to serve the public

City Council Goals: Police Recruitment and Retention

Prior	Expenditures	2027	Total	Future
-	Equip/Vehicles/Furnishings	72,000	72,000	393,000
	Total	72,000	72,000	

Prior	Funding Sources	2027	Total	Future
-	LOST	72,000	72,000	393,000
	Total	72,000	72,000	



2027 through 2031
Library Summary
 Storm Lake, IA
Projects By Department

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
Library								
Library Doors and Window Replacements	LIB-29-01	1			30,000			30,000
Library Restroom Updates	LIB-28-01	1		20,000				20,000
Library Updates	LIB-27-03	1	20,000					20,000
Shelving Replacement	LIB-27-02	1	15,000					15,000
Library Total			35,000	20,000	30,000	0	0	85,000
GRAND TOTAL			35,000	20,000	30,000	0	0	85,000

Library Details

Storm Lake, IA

Project # LIB-27-03
 Project Name Library Updates

Total Project Cost	\$20,000	Contact	Elizabeth Huff
Department	Library	Type	Improvement
Category	Buildings	Priority	1 Critical
Status	Active	Useful Life	20 years

Description

Maintenance projects funded by the Myrick Estate and Carnegie Gift are as follows:

- (1) Backflow Preventer for Harmony Gardens
- (2) Metal cap on the topmost, exterior North Brick
- (3) Interior north dry wall replacement
- (4) Replacement of missing ceiling tiles in the public area
- (5) Painting the interior public area of the library.

Justification

Department Goals: Maintain and Upkeep City Owned Facilities

Department Goals: Provide and replaced equipment for staff to serve the public

Expenditures	2027	Total
Construction/Maintenance	20,000	20,000
Total	20,000	20,000

Funding Sources	2027	Total
Other-Partnerships	20,000	20,000
Total	20,000	20,000



Library Details

Storm Lake, IA

Project # LIB-27-02
Project Name Shelving Replacement

Total Project Cost	\$15,000	Contact	Elizabeth Huff
Department	Library	Type	Equipment
Category	Buildings	Priority	1 Critical
Status	Active	Useful Life	20 years

Description

The Library Staff and Trustees are grateful for the new shelving, however, the main reading room is still short of updated shelves. Shorter shelves are needed so that Front Desk Staff can view the children's area, the public computers and the east wall.

Patrons notice the 1970's mustard yellow shelves and find them dated. The shelves are metal and will last for decades.

A Mission Statement with a library goal 2025-2030 is: patrons will perceive significant progress made toward upgrades in library infrastructures, fixtures and grounds.

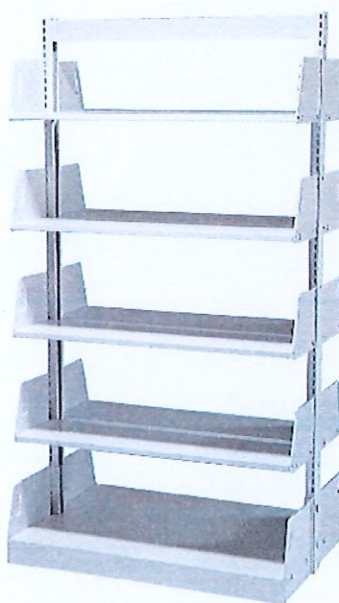
Justification

Department Goals: Maintain and Upkeep City Owned Facilities

Department Goals: Provide and replaced equipment for staff to serve the public

Expenditures	2027	Total
Equip/Vehicles/Furnishings	15,000	15,000
Total	15,000	15,000

Funding Sources	2027	Total
LOST	15,000	15,000
Total	15,000	15,000



2027 through 2031
ED Summary
Storm Lake, IA
Projects By Department

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
Economic/Community Development								
Downtown Revit Design	ED-23-03	1					100,000	100,000
Lake Ave Blade Signs	ED-25-10	2	60,000					60,000
Lake Ave Sidewalk & Streetscape	ED-25-07	3			560,000	2,554,000		3,114,000
Nature Area Commercial Development Urban Renewal	ED-24-04	1			450,000	480,000	2,000,000	2,930,000
Project Set-A-Side	ED-23-01	1	50,000	50,000	50,000	50,000	50,000	250,000
Economic/Community Development Total			110,000	50,000	1,060,000	3,084,000	2,150,000	6,454,000
GRAND TOTAL			110,000	50,000	1,060,000	3,084,000	2,150,000	6,454,000

2027

ED Details

Storm Lake, IA

Project # ED-25-10
Project Name Lake Ave Blade Signs

Total Project Cost	\$60,000	Contact	Lee Dutfield
Department	Economic/Community Development	Type	Construction
Category	Unassigned	Priority	2 Very Important
Status	Active	Useful Life	10 years

Description

This project is part of the Downtown Master Plan and recommended by the Downtown Signage Ad Hoc Committee. Approved businesses within the Central Business District can receive funding to cover a portion of their design, brackets and custom signage expenses.

Justification

Downtown Master Plan

Expenditures	2027	Total
Equip/Vehicles/Furnishings	60,000	60,000
Total	60,000	60,000

Funding Sources	2027	Total
Franchise Fee	60,000	60,000
Total	60,000	60,000

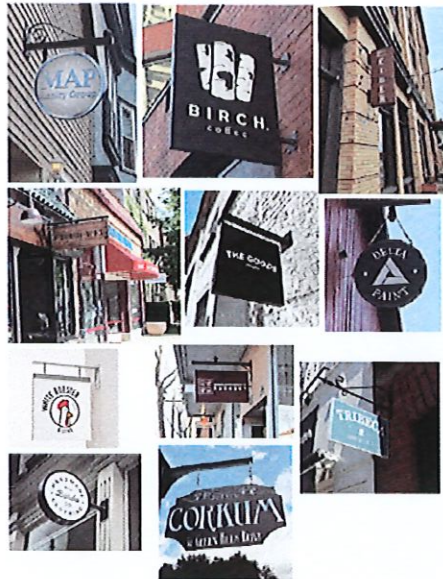
Budget Impact

Funding Sources Identified by the Downtown Signage Ad Hoc Committee include:

1. City Funded
2. Business Owner Funded
3. A combination of 50% Business Owner and 50% City

Any City funds towards this project will require a funding source determined by council, some suggestions included:

1. Development & Implementation of a Self-Supported Municipal Improvement District (SSMID).
2. Property Tax Assessment
3. Capital Funding



2027

ED Details

Storm Lake, IA

Project # ED-23-01
Project Name Project Set-A-Side

Total Project Cost	\$250,000	Contact	Lee Dutfield
Department	Economic/Community Development	Type	Unassigned
Category	Unassigned	Priority	1 Critical
Status	Active	Useful Life	40 years

Description

Funds set-a-side to fund future council goals.

Justification

City Council Goal: Economic Development

Downtown Master Plan Goal

Comprehensive Plan Goal

Prior	Expenditures	2027	Total	Future
-	Land Acquisition	50,000	50,000	200,000
	Total	50,000	50,000	

Prior	Funding Sources	2027	Total	Future
-	LOST	50,000	50,000	200,000
	Total	50,000	50,000	



2027 through 2031
Public Service Sum- Capital Improvement Plan
Storm Lake, IA
Projects By Department

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
Campground								
14 Site Renovation	CG-27-01	2		25,000				25,000
Additional Long Term Parking Lot	CG-22-03	4				250,000		250,000
Campground Mower	CG-28-01	1	12,500					12,500
Campground Office Renovation	CG-25-03	3				50,000		50,000
Middle Campground Renovation	CG-27-02	2			25,000			25,000
Seal Coat	CG-25-02	2		30,000				30,000
Utility Vehicle- Workhorse	CG-29-01				10,000			10,000
Campground Total			12,500	55,000	35,000	300,000	0	402,500

Golf Course								
3 Point Aerator	GOLF-28-01	4		35,000				35,000
Fairway Mower	GOLF-22-02	2					60,000	60,000
Golf Course Roof Repairs	GOLF-28-04	2		76,000				76,000
Pro Core 648 Aerifier	GOLF-20-02	2			30,000			30,000
Replacement of Club Cars	GOLF-24-05	2	20,000					20,000
Shop Insulation	GOLF-29-01	4	30,000					30,000
Topdresser Unit	GOLF-30-01	4		30,000				30,000
Toro Mower	GOLF-22-03	1			50,000			50,000
Toro Verticut Reels	GOLF-28-02	1		15,000				15,000
Utility Vehicle	GOLF-23-03	2				30,000		30,000
Weed Sprayer	GOLF-23-02	1				18,000		18,000
Golf Course Total			50,000	156,000	80,000	48,000	60,000	394,000

Parks Department								
Awaysis Park Lighthouse Paint/Stain	PARKS-24-14	1		55,000				55,000
Bobcat Toolcat	PARKS-29-03	4	65,000		75,000			140,000
C63 Highway Sidewalk	PARKS-27-03	2	18,000	950,000				968,000
Chautauqua Park Electrical Upgrades	PARKS-30-03	4	50,000	30,000				80,000
Dock Replacement/New	PARKS-17-04					30,000	30,000	60,000
Emerald Park Tennis Court Lights	PARKS-24-09	4		100,000				100,000
Frank Starr Park Shelter House	PARKS-27-02	2				250,000		250,000
Frank Starr Shelter Replacement	PARKS-30-02	5					350,000	350,000
Nature Area- Concessions/RR Facilities	PARKS-25-11	2				885,000		885,000
Nature Area- Natural Play Area	PARKS-25-07	2			235,000			235,000
Nature Area- Parking Lot & Access Roads	PARKS-25-04	2	288,000	1,600,000				1,888,000
Nature Area- Pickleball Courts	PARKS-25-09	2				330,000		330,000
Nature Area- Shelter/Restroom Building	PARKS-25-06	2		814,200				814,200
Nature Area- Soccer Complex	PARKS-25-08	2				1,416,000		1,416,000
Nature Area- Tennis Courts	PARKS-25-10	2				375,000		375,000
Nature Area- Trails	PARKS-25-05	2		420,000				420,000
Parks Shop Addition	PARKS-27-01	4				200,000		200,000
Prichard Park Development	PARKS-26-02	1	100,000					100,000
Recreation/Trail Set-Aside	PARKS-23-01	3		75,000	75,000	75,000	75,000	300,000
Replace Large Area Mowers	PARKS-24-05	1	60,000			70,000		130,000
Seneca Park Play Equipment	PARKS-26-07	3			100,000			100,000
Seneca Park RR	PARKS-29-02	4			100,000			100,000

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
Sunset Park Trail & Electrical Upgrades	PARKS-30-04	1				50,000		50,000
Utility Vehicle	PARKS-20-03	4			48,000			48,000
W9th Ballfield Fence	PARKS-24-01	2			35,000			35,000
W 9th Dog Park Conversion	PARKS-27-04	2			250,000			250,000
Parks Department Total			581,000	4,044,200	918,000	3,681,000	455,000	9,679,200

Street Department

Boom/Bucket Truck	ST-28-03	2		100,000				100,000
Building Upgrades	ST-22-02	2			220,000			220,000
Concrete Buggy	ST-27-04	4	25,000					25,000
Concrete Saw Trailer	ST-28-07	1		6,000				6,000
Driver Feedback Signs	ST-27-08	1	16,000					16,000
Drum Mulcher Attachment	ST-28-04	4		52,000				52,000
East 4th Street	ST-18-04	1				627,000		627,000
Fork Lift	ST-26-01				30,000			30,000
Geisinger Road Paving	ST-27-05	3	136,000					136,000
HAWK Crossing Signal	ST-26-06	1		475,000	548,700			1,023,700
Holiday Décor Light Poles	ST-27-02	4	45,000					45,000
Infrastructure Plan Management	ST-23-06	2	250,000	250,000	250,000	250,000	250,000	1,250,000
North Lake Ave. Overlay	ST-18-05	2		1,268,500				1,268,500
Oneida Street- Lakeshore	ST-21-01	3	2,601,500	2,601,500				5,203,000
Parking Lot D Renovations	ST-30-01	3				50,000	275,000	325,000
Plow Truck #1	ST-30-03	4				175,000		175,000
Plow Truck #5	ST-25-02	2	250,000					250,000
Plow Truck #59	ST-23-04	1	325,000					325,000
Plow Truck #63	ST-31-01	4					325,000	325,000
Rose Lane Reconstruction	ST-31-02	1				108,000	1,392,000	1,500,000
Scissor Lift	ST-28-01	2		20,000				20,000
Screen Bucket	ST-27-06	1	60,000					60,000
Sno-Go Blower	ST-30-02	5				250,000		250,000
Snow Pusher	ST-28-08	1		35,000				35,000
Switch & Go Truck	ST-28-06	4		150,000				150,000
Towable Air Compressor	ST-26-02	3	30,000					30,000
Truck Storage Building	ST-28-02	3			200,000			200,000
Wheel Loader	ST-28-05	1	150,000					150,000
Street Department Total			3,888,500	4,958,000	1,248,700	1,460,000	2,242,000	13,797,200

GRAND TOTAL	4,532,000	9,213,200	2,281,700	5,489,000	2,757,000	24,272,900
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2027

Public Service Detail- Capital Improvement Plan

Storm Lake, IA

Project # CG-28-01
Project Name Campground Mower

Total Project Cost	\$12,500	Department	Campground
Type	Equipment	Category	Equipment: PW Equip
Priority	1 Critical	Status	Active
Useful Life	7 years		

Description

Campground Mower. Rotation of KP/Parks mower to campground, replacement to KP/Parks. Unit has 710 Hours.

Justification

The mower at the campground will come to it's term life in 5 years with approximately 1,000 hours.

Expenditures	2027	Total
Equip/Vehicles/Furnishings	12,500	12,500
Total	12,500	12,500
Funding Sources	2027	Total
LOST	12,500	12,500
Total	12,500	12,500



2027

Public Service Detail- Capital Improvement Plan

Storm Lake, IA

Project # GOLF-24-05
Project Name Replacement of Club Cars

Total Project Cost	\$20,000	Department	Golf Course
Type	Unassigned	Category	Equipment: PW Equip
Priority	2 Very Important	Status	Active
Useful Life	20 years		

Description

Replacement of Club Car Golf Carts used by City Staff. Two (2) 1999 Units, Unknown Hrs

Justification

Department Objective: Provide and replace equipment for staff to serve the public.

City Council Goal: Community Recreation

Expenditures	2027	Total
Equip/Vehicles/Furnishings	20,000	20,000
Total	20,000	20,000

Funding Sources	2027	Total
LOST	20,000	20,000
Total	20,000	20,000



2027

Public Service Detail- Capital Improvement Plan

Storm Lake, IA

Project # GOLF-29-01
Project Name Shop Insulation

Total Project Cost	\$30,000	Department	Golf Course
Type	Building Maintenance	Category	Buildings
Priority	4 Less Important	Status	Active
Useful Life	40 years		

Description

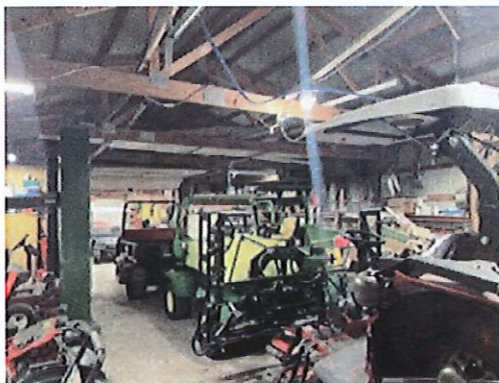
The south ¾ of existing building is not insulated. This area houses all machines and equipment lift which is used to service and repair said equipment. The walls in this area will be insulated with spray foam which will extend the time this area can be used for equipment maintenance.

Justification

Department Goals: Maintain and Upkeep City Owned Facilities

Expenditures	2027	Total
Construction/Maintenance	30,000	30,000
Total	30,000	30,000

Funding Sources	2027	Total
LOST	30,000	30,000
Total	30,000	30,000



2027

Public Service Detail- Capital Improvement Plan

Storm Lake, IA

Project # PARKS-29-03
Project Name Bobcat Toolcat

Total Project Cost	\$140,000	Contact	Brandon Ripke
Department	Parks Department	Type	Equipment
Category	Equipment: PW Equip	Priority	4 Less Important
Status	Active	Useful Life	10 years

Description

This unit would replace a 2008 unit with 7,084 hours. Toolcat is used daily for various tasks from moving snow to mowing to material handling.

Justification

City Council Goals: Street Resurfacing & Maintenance.

Department Goals: Provide and replace equipment for staff to serve the public.

Prior	Expenditures	2027	Total	Future
-	Equip/Vehicles/Furnishings	65,000	65,000	75,000
	Total	65,000	65,000	

Prior	Funding Sources	2027	Total	Future
-	LOST	65,000	65,000	75,000
	Total	65,000	65,000	



2027

Capital Improvement Plan

Storm Lake, IA

Project # PARKS-27-03
Project Name C63 Highway Sidewalk

Total Project Cost	\$968,000	Contact	Brandon Ripke
Department	Parks Department	Type	Construction
Category	Unassigned	Priority	2 Very Important
Status	Active	Useful Life	50 years

Description

Residential pedestrians have voiced concern regarding travel safety from West Lake Estates to the City's Park system. This project is to install a sidewalk along highway C63 to cross Highway 110 to the City's existing multi-use trail system. The project currently includes a Hawk Signal for crossing highway 110 and required fill.

Justification

Community Request

Prior	Expenditures	2027	Total	Future
-	Engineering	18,000	18,000	950,000
	Total	18,000	18,000	

Prior	Funding Sources	2027	Total	Future
-	LOST	18,000	18,000	950,000
	Total	18,000	18,000	



Public Service Detail- Capital Improvement Plan

Storm Lake, IA

Project # PARKS-30-03
 Project Name Chautauqua Park Electrical Upgrades

Total Project Cost	\$80,000	Department	Parks Department
Type	Construction	Category	Park: Chautauqua Park
Priority	4 Less Important	Status	Active
Useful Life	40 years		

Description

Chautauqua Park Shelter House's current electrical supply is maxed out to the point where we can not add any pedestals in park or upgrade existing Ovens/Stove inside the shelter to handle the use they get. This will also facilitate us being able to install hand dryers in each bathroom to eliminate the need for paper towels. This power service is shared with the Parks maintenance building and is severely strained and this would update that service as well.

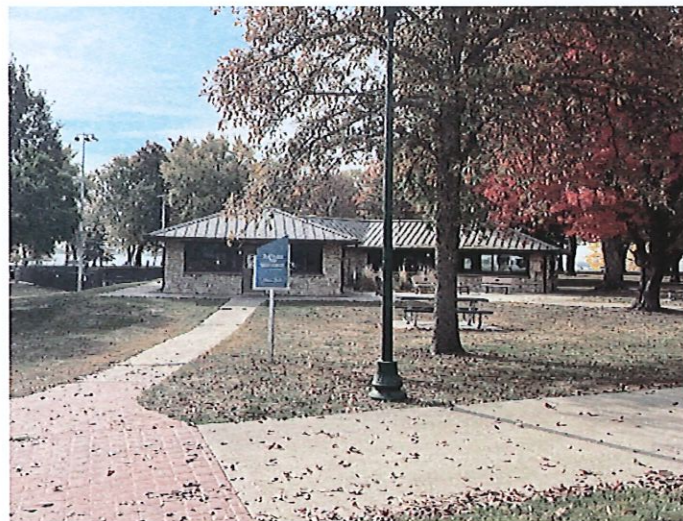
2028 - This would add electrical pedestals in the park area to allow for electrical hook ups during events in the park and food trucks.

Justification

Department Goals: Provide and replace equipment for staff to serve the public.

Prior	Expenditures	2027	Total	Future
-	Construction/Maintenance	50,000	50,000	30,000
	Total	50,000	50,000	

Prior	Funding Sources	2027	Total	Future
-	LOST	50,000	50,000	30,000
	Total	50,000	50,000	



2027

Public Service Detail- Capital Improvement Plan

Storm Lake, IA

Project # PARKS-25-04
Project Name Nature Area- Parking Lot & Access Roads

Total Project Cost	\$1,888,000	Department	Parks Department
Type	Construction	Category	Park Improvements
Priority	2 Very Important	Status	Active
Useful Life	40 years		

Description

Parking Lots & Access Road/Driveways: • Road Pavement • Parking Lots • Misc. Storm Sewer • Common Excavation • Aggregate Base

Prior	Expenditures	2027	Total	Future
-	Planning/Design	288,000	288,000	1,600,000
	Total	288,000	288,000	

Prior	Funding Sources	2027	Total	Future
-	Hotel/Motel	288,000	288,000	1,600,000
	Total	288,000	288,000	



2027

Public Service Detail- Capital Improvement Plan

Storm Lake, IA

Project # PARKS-26-02
Project Name Prichard Park Development

Total Project Cost	\$100,000	Department	Parks Department
Type	Unassigned	Category	Park Improvements
Priority	1 Critical	Status	Active

Description

Funds for the development of a park near the Kading Property. This park will be placed at the near the corner of E 4th St and Chloe Lane.

Justification

Department Goals: Maintain City-Wide Infrastructure

Development Agreement

City Council Goals: Community Recreation

Expenditures	2027	Total
Construction/Maintenance	100,000	100,000
Total	100,000	100,000

Funding Sources	2027	Total
LOST	100,000	100,000
Total	100,000	100,000



2027

Public Service Detail- Capital Improvement Plan

Storm Lake, IA

Project # PARKS-24-05
Project Name Replace Large Area Mowers

Total Project Cost \$205,000
Type Unassigned
Priority 1 Critical

Department Parks Department
Category Vehicles
Status Active

Description

Large Area Mower Replacement. Current trade in value will allow the parks system to replace large area mowers for the price of 1 new unit.

Large Area Mowers – 1340 hrs & 1290 hrs

Justification

Department Objective: Provide and replace equipment for staff to serve the public

Prior	Expenditures	2027	Total	Future
75,000	Equip/Vehicles/Furnishings	60,000	60,000	70,000
	Total	60,000	60,000	

Prior	Funding Sources	2027	Total	Future
75,000	LOST	60,000	60,000	70,000
	Total	60,000	60,000	



2027

Public Service Detail- Capital Improvement Plan

Storm Lake, IA

Project #	ST-27-04		
Project Name	Concrete Buggy		
Total Project Cost	\$25,000	Contact	Brandon Ripke
Department	Street Department	Type	Equipment
Category	Equipment: PW Equip	Priority	4 Less Important
Status	Active	Useful Life	10 years

Description

Concrete Buggy - Used to haul concrete/rock/mulch into hard to reach areas. Unit is able to go onto grass areas without little damage to turf. Unit would be used for numerous sidewalk repairs that are expected and will be utilized by Parks as well for various tasks.

Expenditures	2027	Total
Equip/Vehicles/Furnishings	25,000	25,000
Total	25,000	25,000
Funding Sources	2027	Total
RUT	25,000	25,000
Total	25,000	25,000



2027

Public Service Detail- Capital Improvement Plan

Storm Lake, IA

Project # ST-27-08
Project Name Driver Feedback Signs

Total Project Cost	\$16,000	Contact	Brandon Ripke
Department	Street Department	Type	Equipment
Category	Equipment: PW Equip	Priority	1 Critical
Status	Active	Useful Life	10 years

Description

Sign that uses radar technology to detect and display the speed of oncoming traffic. Drivers are alerted of their speed resulting in safer traffic flow. These signs are a permanent way to alert drivers of their speed without tying up personnel. These units would be placed in high traffic areas where there are frequent speed complaints.

Justification

Department Objective: Leverage technology for efficiency and safety.

Expenditures	2027	Total
Equip/Vehicles/Furnishings	16,000	16,000
Total	16,000	16,000

Funding Sources	2027	Total
RUT	16,000	16,000
Total	16,000	16,000



2027

Capital Improvement Plan

Storm Lake, IA

Project # ST-27-05
Project Name Geisinger Road Paving

Total Project Cost	\$136,000	Contact	Brandon Ripke
Department	Street Department	Type	Construction
Category	Park-Sunrise Park	Priority	3 Important
Status	Active	Useful Life	50 years

Description

Paving Geisinger Road, from East Milwaukee Avenue to East 10th Street connection. This paving project would require coordination with the County as half of the road is outside of City Limits.

Justification

City Council Goals: Street Resurfacing & Maintenance.

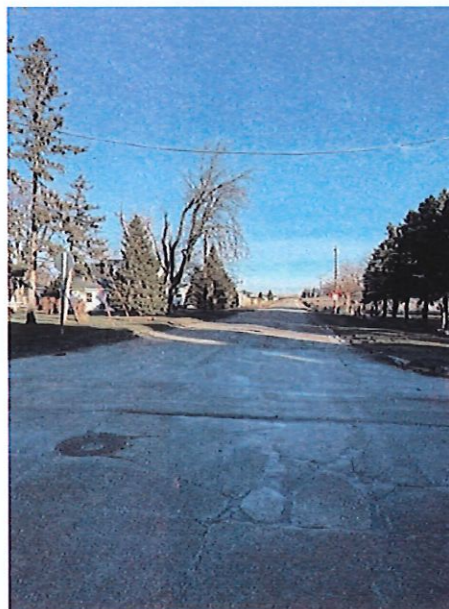
Expenditures	2027	Total
Construction/Maintenance	136,000	136,000
Total	136,000	136,000

Funding Sources	2027	Total
LOST	136,000	136,000
Total	136,000	136,000

Budget Impact

Option Included is for hot mix asphalt overlay.

Another option would be chip seal for \$35,000.



2027

Public Service Detail- Capital Improvement Plan

Storm Lake, IA

Project # ST-27-02
Project Name Holiday Décor Light Poles

Total Project Cost	\$45,000	Department	Street Department
Type	Construction	Category	Equipment: PW Equip
Priority	4 Less Important	Status	Active
Useful Life	20 years		

Description

These would replace the 20+ yr old decorations with new LED versions which would use less energy. The LED bulbs have a longer life expectancy which means less time is spent on switching out bad bulbs each year.

Justification

Department Goals: Provide and replace equipment

Expenditures	2027	Total
Equip/Vehicles/Furnishings	45,000	45,000
Total	45,000	45,000

Funding Sources	2027	Total
Franchise Fee	45,000	45,000
Total	45,000	45,000



Public Service Detail- Capital Improvement Plan

Storm Lake, IA

Project # ST-23-06
 Project Name Infrastructure Plan Management

Total Project Cost	\$1,500,000	Department	Street Department
Type	Maintenance	Category	Street Improvement
Priority	2 Very Important	Status	Active
Useful Life	40 years		

Description

This Item is based off the 2021 Storm Lake Infrastructure Plan by Bolton & Menk along with staff inspections done yearly. This can include practices done from Milling and Hot Mix Asphalt(HMA) overlays to chip seal applications based on the road conditions present. These areas can change over winter due to freeze/thaw cycles so exact locations can change due to budget constraints.

Justification

Administrative Goal: Maintain City-wide Infrastructure Improvements.

Department Goal: 2021 Infrastructure Managment Plan

City Council Goal: Street Resurfacing & Maintenance.

Prior	Expenditures	2027	Total	Future
-	Construction/Maintenance	250,000	250,000	1,250,000
	Total	250,000	250,000	

Prior	Funding Sources	2027	Total	Future
-	Franchise Fee	250,000	250,000	1,250,000
	Total	250,000	250,000	

2027

Capital Improvement Plan

Storm Lake, IA

Project # ST-21-01
Project Name Oneida Street- Lakeshore

Total Project Cost	\$5,203,000	Contact	Brandon Ripke
Department	Street Department	Type	Construction
Category	Unassigned	Priority	3 Important
Status	Active	Useful Life	50 years

Description

Oneida Street reconstruction from RR to Lakeshore. Project projected to be funded by SWAP. Replace water, sanitary sewer, and storm water lines as well. Funding for this project is to be determined by Council.

Proposed Schedule:

- | | |
|--------------------------------|--------------------|
| • March – October 2026 | Design Engineering |
| • October 2026 – February 2027 | Bidding and Award |
| • March 2027 – April 2028 | Construction |
| • April – June 2028 | DOT Closeout |

Justification

City Council Goals: Street Resurfacing & Maintenance

Department Goals: Maintain City-Wide Infrastructure

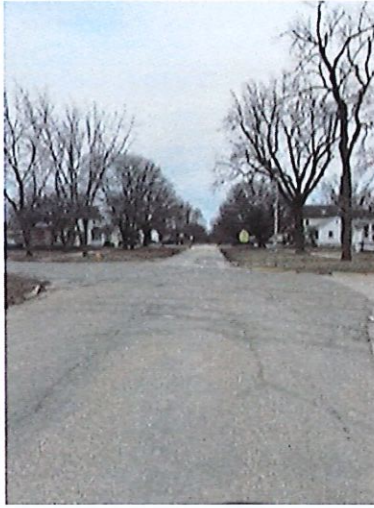
Prior	Expenditures	2027	Total	Future
-	Construction/Maintenance	2,081,500	2,081,500	2,601,500
	Engineering	520,000	520,000	
	Total	2,601,500	2,601,500	

Prior	Funding Sources	2027	Total	Future
-	Undetermined	2,101,500	2,101,500	2,601,500
	Grant- STP	500,000	500,000	
	Total	2,601,500	2,601,500	

Budget Impact

Council to determine funding solution for this project:

1. Property Tax Assessment.
2. General Obligation Bond.
3. CIP Funded. Some projects will need to be removed for current CIP for fund allocation. Additional funding from Storm Water will be needed (Revenue Bond).



2027

Public Service Detail- Capital Improvement Plan

Storm Lake, IA

Project # ST-25-02
Project Name Plow Truck #5

Total Project Cost	\$250,000	Department	Street Department
Type	Unassigned	Category	Vehicles
Priority	2 Very Important	Status	Active

Description

Plow Truck with Sander. GVW 33,000. Unit is a 1999 with 59,904 miles.

Justification

Replace #24, 2003 Unit with 55+k miles

Expenditures	2027	Total
Equip/Vehicles/Furnishings	250,000	250,000
Total	250,000	250,000

Funding Sources	2027	Total
Franchise Fee	250,000	250,000
Total	250,000	250,000



2027

Public Service Detail- Capital Improvement Plan

Storm Lake, IA

Project # ST-23-04
Project Name Plow Truck #59

Total Project Cost	\$325,000	Department	Street Department
Type	Unassigned	Category	Vehicles
Priority	1 Critical	Status	Active

Description

Plow Truck with Sander. Replace #59, 2002 Unit with 117,684k miles.

Justification

Department Goals: Provide and replaced equipment for staff to serve the public

City Council Goals: Street Resurfacing & Maintenance

Expenditures	2027	Total
Equip/Vehicles/Furnishings	325,000	325,000
Total	325,000	325,000

Funding Sources	2027	Total
Franchise Fee	325,000	325,000
Total	325,000	325,000



2027

Public Service Detail- Capital Improvement Plan

Storm Lake, IA

Project # ST-27-06
Project Name Screen Bucket

Total Project Cost	\$60,000	Contact	Brandon Ripke
Department	Street Department	Type	Equipment
Category	Equipment: PW Equip	Priority	1 Critical
Status	Active	Useful Life	20 years

Description

Bucket is used to screen material including: soil, street sweeping, and asphalt millings for reuse.

Justification

Department Goals: Acquire equipment for efficient, cost-effective repairs.

City Council Goals: Street Resurfacing & Maintenance.

Expenditures	2027	Total
Equip/Vehicles/Furnishings	60,000	60,000
Total	60,000	60,000

Funding Sources	2027	Total
RUT	60,000	60,000
Total	60,000	60,000



2027

Public Service Detail- Capital Improvement Plan

Storm Lake, IA

Project # ST-26-02
Project Name Towable Air Compressor

Total Project Cost	\$30,000	Department	Street Department
Type	Equipment	Category	Equipment: PW Equip
Priority	3 Important	Status	Active
Useful Life	20 years		

Description

Towable Air Compressor. Current is 22 years old. Used for street maintenance.

Justification

Council Goal – Street Resurfacing and Maintenance

Expenditures	2027	Total
Equip/Vehicles/Furnishings	30,000	30,000
Total	30,000	30,000

Funding Sources	2027	Total
Franchise Fee	30,000	30,000
Total	30,000	30,000



2027

Public Service Detail- Capital Improvement Plan

Storm Lake, IA

Project # ST-28-05
Project Name Wheel Loader

Total Project Cost	\$150,000	Contact	Brandon Ripke
Department	Street Department	Type	Vehicle
Category	Equipment: PW Equip	Priority	1 Critical
Status	Active	Useful Life	20 years

Description

Front-end loader. Current SDLG unit has become costly with repairs. SDLG-L959F-2022-\$5,345.81 repairs to date. These are used for anything from snow removal to tree removal.

Justification

Department Goals: Provide and replace equipment for staff to serve the public.

City Council Goals: Street Resurfacing & Maintenance.

Expenditures	2027	Total
Equip/Vehicles/Furnishings	150,000	150,000
Total	150,000	150,000

Funding Sources	2027	Total
Franchise Fee	150,000	150,000
Total	150,000	150,000



2027 through 2031
KP Summary
Storm Lake, IA
Projects By Department

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
King's Pointe								
Guest Room Refresh	KP-27-04	4	40,000	40,000	40,000	40,000	40,000	200,000
Ice Machine Replacements	KP-27-02	2	12,000					12,000
Lobby Structural Repairs	KP-26-02	1	2,100,000					2,100,000
Packaged Terminal Air Conditioner	KP-27-01	1	25,000	25,000	25,000	25,000	25,000	125,000
Resort Exterior Painting	KP-28-01	4		175,000				175,000
Resort Signage Replacement	KP-27-05	5	25,000					25,000
Wall Divider	KP-28-02	4		70,000				70,000
Water Heater Replacement	KP-27-03	1	180,000					180,000
King's Pointe Total			2,382,000	310,000	65,000	65,000	65,000	2,887,000
GRAND TOTAL			2,382,000	310,000	65,000	65,000	65,000	2,887,000

2027

KP Details

Storm Lake, IA

Project # KP-27-04
Project Name Guest Room Refresh

Total Project Cost	\$200,000	Contact	Amy Von Bank
Department	King's Pointe	Type	Improvement
Category	King's Pointe	Priority	4 Less Important
Status	Active	Useful Life	10 years

Description

Guest room furniture, wall décor, fixtures etc. Guest rooms need updating, most furniture, carpet, wall paper, case goods are original.

Justification

Department Goals: Maintain and Upkeep City Owned Facilities

Prior	Expenditures	2027	Total	Future
-	Equip/Vehicles/Furnishings	40,000	40,000	160,000
	Total	40,000	40,000	

Prior	Funding Sources	2027	Total	Future
-	Hotel Revenue	40,000	40,000	160,000
	Total	40,000	40,000	



2027

KP Details

Storm Lake, IA

Project # KP-27-02
Project Name Ice Machine Replacements

Total Project Cost	\$12,000	Contact	Amy Von Bank
Department	King's Pointe	Type	Equipment
Category	King's Pointe	Priority	2 Very Important
Status	Active	Useful Life	10 years

Description

Replacement of Guest Ice Machines. We are currently short 3 ice machines on the guest floors, this project will add those back and replace the current machines.

Justification

Department Goals: Provide and replace equipment for staff to serve the public.

Expenditures	2027	Total
Equip/Vehicles/Furnishings	12,000	12,000
Total	12,000	12,000

Funding Sources	2027	Total
Hotel Revenue	12,000	12,000
Total	12,000	12,000



2027

KP Details

Storm Lake, IA

Project # KP-26-02
Project Name Lobby Structural Repairs

Total Project Cost	\$2,100,000	Contact	Amy Von Bank
Department	King's Pointe	Type	Construction
Category	King's Pointe	Priority	1 Critical
Status	Active	Useful Life	20 years

Description

Investigate and repair lobby structure and repair waterpark roof.

Justification

Department Goals: Maintain and Upkeep City Owned Facilities.

Expenditures	2027	Total
Construction/Maintenance	2,100,000	2,100,000
Total	2,100,000	2,100,000

Funding Sources	2027	Total
Undetermined	2,100,000	2,100,000
Total	2,100,000	2,100,000

can look at removing the existing floor and installing something new.

Proposed Renovations



2027

KP Details

Storm Lake, IA

Project # KP-27-01
Project Name Packaged Terminal Air Conditioner

Total Project Cost	\$125,000	Contact	Amy Von Bank
Department	King's Pointe	Type	Building Maintenance
Category	King's Pointe	Priority	1 Critical
Status	Active	Useful Life	5 years

Description

A self-contained, ductless heating and cooling system installed through an exterior wall. Each room has at least one guest room PTAC, most are original to the building. This project is to replace 5 units per year. We have replaced 8 non-working PTACs in the last 5 years, harvested as many working parts as possible off of the non-working units and repair the others as we go, each summer we run into several more that need replacement. This will be an ongoing need for guest comfort and for efficiency.

Justification

Department Goals: Provide and replace equipment for staff to serve the public.

Prior	Expenditures	2027	Total	Future
-	Equip/Vehicles/Furnishings	25,000	25,000	100,000
	Total	25,000	25,000	

Prior	Funding Sources	2027	Total	Future
-	Hotel Revenue	25,000	25,000	100,000
	Total	25,000	25,000	



2027

Capital Improvement Plan

Storm Lake, IA

Project # KP-27-05
Project Name Resort Signage Replacement

Total Project Cost	\$25,000	Contact	Amy Von Bank
Department	King's Pointe	Type	Equipment
Category	King's Pointe	Priority	5 Future Consideration
Status	Active	Useful Life	20 years

Description

Replacement of street static resort signage to a digital sign.

Justification

Department Goals: Maintain and Upkeep City Owned Facilities.

Expenditures	2027	Total
Equip/Vehicles/Furnishings	25,000	25,000
Total	25,000	25,000

Funding Sources	2027	Total
Hotel Revenue	25,000	25,000
Total	25,000	25,000



2027

KP Details

Storm Lake, IA

Project # KP-27-03
Project Name Water Heater Replacement

Total Project Cost	\$180,000	Contact	Amy Von Bank
Department	King's Pointe	Type	Equipment
Category	King's Pointe	Priority	1 Critical
Status	Active	Useful Life	20 years

Description

Replacement of Water Heaters for the Resort. These would be replaced with on demand water heaters and a holding tank.

Justification

Department Goals: Maintain and Upkeep City Owned Facilities.

Expenditures	2027	Total
Equip/Vehicles/Furnishings	180,000	180,000
Total	180,000	180,000

Funding Sources	2027	Total
LOST	180,000	180,000
Total	180,000	180,000



Staff Summary

1/19/2026

Agenda Item # F.17.



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

REPORT TO: Honorable Mayor & Council

FROM: Amy Von Bank, General Manager

SUBJECT: **Resolution No. 43-R-2025-2026 Setting the Outdoor Water Park & Golf Pass Definitions and Fees**

BACKGROUND: This item is a follow-up from the November recommendation by Resort Manager, Amy Von Bank, and Property Management, S&L Properties, for seasonal outdoor water park passes. Should Council approve of the recommendation, a resolution has been prepared, however, should Council request to have additional work sessions, those can be planned in conjunction with future budget work sessions.

King's Pointe Outdoor Aquatic Center:

In order to maintain the quality of the water parks, including the staffing and the equipment, we have to make sure that we are mindful of the cost of operating the facilities and continuing to ensure the sustainability of the water parks for years to come. This includes always looking at ways to increase revenue and reduce costs.

One of the challenges we have had involves family pass sales and the definition of what makes a family. This has caused challenges for staff and guests, which was never our goal.

Due to the many challenges in defining what a family is, we recommend discontinuing selling family passes and request to sell only daily admissions, punch cards, and individual passes.

In speaking with other communities who have made the switch from family to individual passes, we understand there may be some disappointment at first in making this change. However, the response in the other communities after the first season has been positive for staff and visitors.

We feel that reducing the individual pass price from the current \$150 may encourage some individuals to purchase a pass and come more often instead of paying the gate price or BV resident price. It will also allow for more flexibility in cases of families where one or more members of the family may not regularly utilize the water park.

After looking at trends in the industry and here at the resort, we feel that the individual pass pricing suggested is the most affordable option we can offer (if continuing to have a season pass option) and still maintain the ability to meet our financial needs to allow us to operate the water parks safely.

Sunrise Pointe Golf Course:

For consistency purposes, the recommendation would be to keep the water park and golf course following the same terms for season passes. The recommendation for the golf course is to remove the family passes and move to individual and junior passes only. The recommendation is to keep the individual pass rate the same for the 2026 season.

Recommended changes for the 2026 season include:

- Increase the 10-round green fee punch card fee to \$140.00
- Begin offering a 10-round cart rental punch card for \$150.00
- Begin offering a combo, Green Fee & Cart Rental, 10-round punch card for \$250.00
- Increase private course rental fee to \$350.00 for 9-holes as a group (6 hour max)
- Increase private course rental fee to \$500.00 for 18-holes as a group (all day)
- Increase private course cart rental fee to \$400.00
- Increase the weekday and Friday night rental fee (for set up with a Saturday rental, available after 4:00pm) for the golf hall to \$200.00.

Additionally, Sunrise Pointe would like to offer some promotional items in preparation for the 2026 season:

- Offer sale for junior pass from pre-sale weekend to April 30th save \$25 - sale purchase price \$50
- Referral program- returning pass holders referring new individual pass holders will receive a \$50 discount for each new pass holder they refer. The more that sign up under their

referral, the more they save. Not to exceed 7 paid referrals. Must be present at the same time of sign up. Discounts do not apply retroactively. New pass holder must not have had a pass within the last year.

- Referral program discount not available for junior passes.

FISCAL IMPACT: King's Pointe Outdoor Aquatic Center:

- Individual pass \$100 ages 12 & up (Currently \$150.)
- Child Pass \$75 ages 0-11

Sunrise Pointe Golf Course:

- Increase the 10-round green fee punch card fee to \$140.00
- Begin offering a 10-round cart rental punch card for \$150.00
- Begin offering a combo, Green Fee & Cart Rental, 10-round punch card for \$250.00
- Increase private course rental fee to \$350.00 for 9-holes as a group (6 hour max)
- Increase private course rental fee to \$500.00 for 18-holes as a group (all day)
- Increase private course cart rental fee to \$400.00
- Increase the weekday and Friday night rental fee (for set up with a Saturday rental, available after 4:00pm) for the golf hall to \$200.00.

RECOMMENDATION: Should Council approve of the recommendation, a resolution has been prepared, however, should Council request to have additional work sessions, those can be planned in conjunction with future budget work sessions.

ATTACHMENTS:

1. Waterpark Pass Comparisons 2025
2. 2026 Sunrise Pointe Comparison
3. Resolution No. 43-R-2025-2026 Setting the OWP and Golf Fees



Waterpark Season Pass Comparisons| 2025

KING'S POINTE RESORT



Aquatic Centers/Waterparks Offering Family Passes



2025 RATES



SEASON PASSES

FAMILY SEASON PASS: \$350

UP TO SIX FAMILY MEMBERS, RESIDING IN THE SAME HOUSEHOLD, RELATED BY BLOOD, MARRIAGE, OR ADOPTION PER CITY OF STORM LAKE HOUSING CODE.

FAMILY SEASON PASS ADD-ON: \$75

INDIVIDUAL SEASON PASS: \$150

PHOTO CARD NECESSARY FOR ADMISSION

DAILY ADMISSION RATES

ADULTS (12+): \$17

CHILDREN (5-11): \$13

CHILDREN (0-4): \$3

NON-SWIMMERS: \$8

BV RESIDENT RATES

ADULTS (12+): \$9

CHILDREN (5-11): \$8

CHILDREN (0-4): \$2

NON-SWIMMERS: \$8



Siouxnami

Indoor & Outdoor Waterpark

Sioux Center, IA



SEASON PASSES

RESIDENT FAMILY: \$220

- Family Package: A family membership package is available for any size of family; however, they must be immediate family members and must be living in the same household (unless a family member is in college and claimed as a dependent)

RESIDENT INDIVIDUAL: \$120

- The individual membership package is for an individual of any age. This package is most often used by individual adults and by parents for their child, who will utilize the individual membership more than the entire family would use a family membership. Individual packages are non-transferrable.

RESIDENT COUPLE: \$200

- The 1 plus 1 membership package is ideal for two immediate family members both desiring to purchase a pool membership without paying for two individual memberships or one family membership. The two family members who purchased the package must stay the same throughout the year and must be immediate family members living in the same household (unless a member is in college and is claimed as a dependent)

NON-RESIDENT FAMILY: \$270

NON-RESIDENT INDIVIDUAL: \$150

NON-RESIDENT COUPLE: \$250

DAILY ADMISSION RATES

2 YEAR-OLDS AND YOUNGER: FREE

3 YEAR-OLDS – PRE-K: \$4

KINDERGARTEN – HIGH SCHOOL: \$8

ADULTS: \$10

SENIOR CITIZEN: \$8



SEASON PASSES

DENISON AQUATIC FUN CENTER

FAMILY PASS: \$289

- CONSISTS OF SIX TOTAL INDIVIDUALS WHO HAVE THE SAME PRINCIPAL PLACE OF RESIDENCE. MUST HAVE AT LEAST ONE NAMED ADULT. EACH ADDITIONAL PERSON IS \$10, MAXIMUM OF 10 MEMBERS.



IDA GROVE SWIMMING POOL

FAMILY PASS: \$175 (ADDITIONAL \$25 FOR BABYSITTER)

ADULT/STUDENT INDIVIDUAL PASS: \$125

WATER WALKING PASS: \$100



SPENCER CITY AQUATIC CENTER

FAMILY SEASON PASS: \$150

- UP TO FIVE MEMBERS, EACH ADDITIONAL MEMBER IS \$20. INDIVIDUAL SEASON PASS: \$70



SEASON PASSES

CHEROKEE BACON AQUATIC CENTER

BASE FAMILY PASS: \$135

MEMBER - TWO MEMBERS MUST RESIDE IN SAME HOUSEHOLD, EACH ADDITIONAL FAMILY MEMBER MUST RESIDE IN SAID HOUSEHOLD AS WELL.

INDIVIDUAL SEASON PASS: \$75

ALGONA AQUATIC CENTER

FAMILY PASS: \$130

ADDRESS - INCLUDES IMMEDIATE FAMILY MEMBERS ONLY, WHO ARE LIVING AT THE SAME ADDRESS DURING THE SUMMER. THIS MAY INCLUDE: MOTHER, FATHER, CHILDREN AGED 18 & UNDER, AND CHILDREN AGED 19-22 ONLY IF THEY ARE FULL-TIME STUDENTS.

SINGLE PASS: \$65

NANNY PASS: \$40

- MAY ONLY BE USED WHEN PROVIDING DIRECT SUPERVISION OF CHILDREN.





Aquatic Centers/Waterparks NOT Offering Family Passes



Rose Dale Rapids Aquatic Center

Outdoor Waterpark

Fort Dodge, IA



SEASON PASSES

**INDIVIDUAL PASS (5-11 YEARS OLD):
\$40**

**INDIVIDUAL PASS (12+ YEARS OLD):
\$80**

AQUACISE ADD-ON: \$50

NO FAMILY PASS AVAILABLE

DAILY ADMISSION RATES

DAILY: \$8

FAMILY SWIM: \$4/PERSON

NON-SWIMMER: \$3



Prairie Ridge & Cascade Falls

Aquatic Centers

Ankeny, Iowa



INDIVIDUAL SEASON PASSES

RESIDENTS: \$60

NON-RESIDENTS: \$90

NO FAMILY PASS AVAILABLE

DAILY ADMISSION RATES

PRAIRIE RIDGE

GENERAL: \$6

SENIORS (60+): \$4

CHILDREN 2 & UNDER: \$2

CASCADE FALLS

GENERAL: \$10

SENIORS (60+): \$6

CHILDREN 2 & UNDER: \$2



Lost Island

Outdoor Waterpark & Theme
Park

Waterloo, IA



INDIVIDUAL SEASON PASSES

GOLD: \$260

STANDARD: \$185

(PASSES INCLUDE FREE PARKING)

NO FAMILY PASS AVAILABLE

DAILY ADMISSION RATES

48" & ABOVE: \$39

48" & UNDER: \$33

SENIOR (65+): 37

MILITARY: \$34



Boji Bay/Arnolds Park

Indoor & Outdoor Waterpark / Amusement Park

Okobojo, Iowa



SEASON PASSES

BOJI BAY

NO SEASON PASSES

DAILY ADMISSION RATES

BOJI BAY

GENERAL ADMISSION (4+ YEARS OLD): \$28

SENIOR CITIZEN 55+: \$18

SUNDAY FUNDAY (4+ YEARS OLD): \$18

NO FAMILY PASS AVAILABLE AT EITHER LOCATION

ARNOLDS PARK INDIVIDUAL SEASON PASS

KIDDIE (CHILDREN UNDER 44" TALL): \$99.95

PARK: \$129.95 | LEGEND: \$164.95 | PARK & RACEWAY: \$214.95 | HAPI: \$229.95

ARNOLDS PARK DAILY RATES

42" & TALLER: \$39.95

42" AND SHORTER (+1 CHAPERONE): \$39.95

SENIORS (62+): \$26.95



Adventure Bay

Outdoor Waterpark & Theme
Park

Altoona, IA



INDIVIDUAL SEASON PASSES

PLATINUM: \$249.99

GOLD: \$209.99

SILVER: \$159.99

(PASSES INCLUDE FREE PARKING)

NO FAMILY PASS AVAILABLE

DAILY ADMISSION RATES

DAILY: \$69.99 (4+ YEARS OLD)



Wild Water West

Outdoor Waterpark

Sioux Falls,



INDIVIDUAL SEASON PASSES

MAY 1 – SEPT. 2: \$185

NO FAMILY PASS AVAILABLE

DAILY ADMISSION RATES

48" & TALLER: \$32

UNDER 48" & SENIORS 60+: \$20

2 YEAR-OLDS & YOUNGER: FREE



Water World

Largest Municipal Waterpark

Federal Heights,
Colorado



INDIVIDUAL SEASON PASSES

PREFERRED: \$149.99 (GENERAL ADMISSION)

PREFERRED: \$139.99 (CHILD ADMISSION)

ELITE: \$189.99 (GENERAL ADMISSION)

ELITE: \$154.99 (CHILD ADMISSION)

(PASSES INCLUDE FREE PARKING)

NO FAMILY PASS AVAILABLE

DAILY ADMISSION RATES

PICK-A-DATE: \$30.99-\$47.99

FLEXIBLE DATE: \$46.99-\$51.99

WALKUP: \$19.99-\$55.99

Worlds of Fun **Oceans of Fun**

Oceans of Fun
Outdoor Waterpark & Theme
Park

**Kansas City,
MO**



INDIVIDUAL SEASON PASSES

PRESTIGE: \$36 + \$11/MO

GOLD: \$23 + \$8/MO

(PASSES INCLUDE FREE PARKING)

NO FAMILY PASS AVAILABLE

DAILY ADMISSION RATES

DAILY: \$39

Differences between us and other local waterparks or pools

- We offer substantially more daily hours for swim than many local pools.
- Our waterparks require additional staffing that many smaller local pools do not need.
- The new updates and repairs have made a big difference in the cost of operating however it is substantially more expensive to operate 2 waterparks than most local pools. (Some of the costs include chemicals, staffing, equipment, utilities, fees, etc.)
- Pricing of chemicals, equipment, utilities and labor required to operate are continuing to rise.
- We added cost control measures last season including decreased hours to save money. Limiting further additional hours may discourage those who like the flexibility of swimming for a bit and then exploring Storm Lake and returning to swim again for the day.
- We increased daily admission in 2025 per the Council's resolution changing the day admission rates. This along with stricter measures regarding outside food, passes etc helped to minimize financial losses.

King's Pointe 2025 Historical Data

2025 Season Sales:

Family passes : 57 family passes = 321 individuals

Individual passes: 20

Hotel guests: 6,254

Guest Revenue: Summer day pass visitors: 15,869

BV Resident rate: 8,269

Suggested Changes for 2026 Season

- The recent renovations and updates of the waterparks have renewed the interest in King's Pointe as a tourist destination and a place for the local community to visit. We are excited to see this renewed enthusiasm for the resort and look forward to continuing to grow the interest in the resort and our beautiful lake community.
- In order to maintain the quality of the waterparks, including the staffing and the equipment we have to make sure that we are being mindful of the cost of operating the facilities and continuing to ensure the sustainability of the waterparks for years to come. This includes always looking at ways to increase revenue and reduce costs.
- One of the challenges we have had involve the family pass sales and the definition of what makes a family. This has caused challenges for staff and guests, which is never our goal.
- Due to the many challenges in defining what is a family, we recommend following communities like Cedar Falls, Fort Dodge, Ankeny and others and discontinue selling family passes.
- Our recommendation and request would be to sell only daily admission, punch cards and individual passes.

Suggested Changes to Current passes

- After careful consideration and research on affordability and sustainability we suggest the following pricing for individual passes:
 - Individual pass \$100 ages 12 & up (Currently \$150.)
 - Child Pass \$75 ages 0-11
- In speaking with other communities who have made the switch from family to individual passes, we understand there may be some disappointment at first in making this change however the response in the other communities after the first season has been positive for staff and visitors.
- We feel that reducing the individual pass price from the current \$150 may encourage some individuals to purchase a pass and come more often instead of paying the gate price or BV resident price. It will also allow for more flexibility in cases of families where one of more members of the family may not regularly utilize the waterpark.
- These changes will also reduce the stress on staff having to determine who qualifies as a family under the current City Housing Code.
- After looking at trends in the industry and here at the resort we feel that the individual pass pricing suggested is the most affordable option we can offer (if continuing to have a season pass option) and still maintain the ability to meet our financial needs to allow us to operate the waterparks safely.

2026 Sunrise Pointe Season Pass/Rates Comparison																
Course	Location	Holes	Family Season Pass	Individual	Junior	Cart Plan	Cart Storage	Trail Fee	9 Holes Weekday	9 Holes Weekend	18 Holes Weekday	18 Holes Weekend	Cart Rental 9 Holes	Cart Rental 18 Holes		
Alta Golf & Country Club	Alta, IA	9	\$500-\$600	\$350-\$400	\$75-\$150	N/A	N/A	N/A	\$17	\$19	\$22	\$29	\$14	\$22		
Aurelia Golf Course	Aurelia, IA	9	\$330-\$550	\$250-\$530	\$150	\$350	\$100-\$125	\$75	\$15	\$20	\$20	\$25	\$20	\$27.50		
Brookside Golf Course	Kingsley, IA	9	\$630	\$530	\$120	N/A	\$156-\$192	\$90	\$15	\$15	\$20	\$20	\$20	\$30		
Carroll Municipal Golf Course	Carroll, IA	18	\$815-\$900	\$530-\$590	\$255	\$500	N/A	\$200	\$25	\$25	\$35	\$35	\$15	\$22		
Correctionville Golf Club	Correctionville, IA	9	\$375-\$485	\$275-\$335	\$75-\$80	N/A	\$100-\$115	N/A	\$20 All Day	\$20 All Day	\$25 All Day	\$25 All Day	\$20 All Day	\$20 All Day		
Dunlap Golf Club	Dunlap, IA	9	\$660	\$530	\$150	N/A	N/A	N/A	\$15	\$20	\$20	\$35	\$25	\$37		
Gowrie Municipal Golf Course	Gowrie, IA	9	\$475 (C) \$575 (F)	\$425	\$120	N/A	\$150-\$195	\$75	\$15	\$15	\$22	\$22	\$12	\$18		
Lake Creek	Storm Lake, IA	18	\$2,075-\$2,805	\$1,510-\$2,075	\$125-\$325	\$600-\$705	\$570	\$410	\$22	\$22	\$38	\$38	\$18PP	\$24PP		
Laurens Golf & Country Club	Laurens, IA	9	\$502	\$385-\$458	\$124	N/A	\$94-\$135	N/A	\$15	\$15	\$25	\$25	\$15	\$25		
Manson Golf & Country Club	Manson, IA	9	\$600	\$425	\$110	N/A	\$140-\$175	\$75	\$15	\$15	\$25	\$25	\$17	\$27		
Newell Golf Course	Newell, IA	9	\$485	\$360	\$100	\$325	\$150-\$175	N/A	\$20 All Day	\$20 All Day	\$20 All Day	\$20 All Day	\$20	\$30 All Day		
Sac Country Club	Sac City, IA	9	\$867.77	\$285-\$649.49	\$151.94	N/A	N/A	N/A	\$15	\$20	\$22	\$25	N/A	N/A		
Spring Lake Golf & Country Club	Lake View, IA	9	\$750	\$335-\$530	\$175	N/A	\$160-\$400	N/A	\$20	\$20	\$30	\$30	\$20	\$30		
Sunrise Pointe Golf Course	Storm Lake, IA	9	\$600	\$350	\$75	\$350	\$325-\$350	\$180	\$17.50	\$22.50	\$22.50	\$27.50	\$17	\$27		
Average			\$594.10	\$430.16	\$131.14	\$381.25	\$160.13	\$103.00	\$17.62	\$18.92	\$24.92	\$27.23	\$18.00	\$26.04		
Sunrise Pointe			\$600	\$350	\$75	\$350	\$325-\$350	\$180	\$17.50	\$22.50	\$22.50	\$27.50	\$17	\$27		

RESOLUTION NO.43 -R-2025-2026

RESOLUTION SETTING FINES AND FEES

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA that the following schedule of fees are approved and effective as of July 1, 2025 with the exception of Outdoor Water Park and Golf Course fees that are effective April 1, 2025.

<u>Administration</u>	<u>Fee</u>	<u>Code Section</u>
Administrative Fee	\$30.00	
Dock Fee	\$25.00	
Dock Per Hoist	\$10.00	
Garbage Truck Permits (per business)	\$100.00	3-1-5
Insufficient Check Fee	\$30.00	
Mobile Food & Beverage, Peddlers, Solicitor Or Transient Merchant Permit (1 Day)	\$25.00	4-3-4, 4-3-6, 4-10-4
Mobile Food & Beverage, Peddlers, Solicitor or Transient Merchant Permit (7 Day)	\$75.00	
Mobile Food & Beverage, Peddlers, Solicitor or Transient Merchant Permit (28 Day)	\$150.00	
Investigation Fee (main contact)	\$25.00	
Investigation Fee (each additional Person)	\$5.00	
Taxi Permit (Business)	\$100.00	4-5-3
Taxi Permit (per vehicle)	\$10.00	4-5-3
Cancel Permit Fee	\$25.00	
Freedom of Information Requests (FOIA Request)		
Single Sided Copy 8.5x11	\$.30/page	
Duplex copy 8.5x11	\$.40/page	
Single Sided Legal	\$.35/page	
Duplex Legal copy	\$.45/page	
Single Sided Ledger (11x17)	\$.70/page	
Single Sided Ledger with Color Print	\$.90/page	
Duplex Ledger (11x17)	\$.80/page	
Duplex Ledger with Color Print	\$1.00/page	
Large Format Prints (one side only and in color)	\$8.00/page	
USB Storage Device	\$15/64gb storage	
Research Hourly Rate – per hour/per person	\$25.00	
Mailing Costs – 3 pages	\$2.00 Plus Current Postage Cost	
Mailing Costs – 50 pages	\$6.00 Plus Current Postage Cost	
Mailing Costs – 100 pages	\$11.00 Plus Current Postage Cost	
Special City Council Meeting	\$250.00	
<u>Airport Hangar Rent (monthly fees)</u>		
Hangar A	\$125.00	
12 Month Lease Discount Rate	\$115.00	
Hangar B	\$125.00	
12 Month Lease Discount Rate	\$115.00	
Hangar C (VT)	\$450.00	

Hangar D	\$142.00
12 Month Lease Discount Rate	\$130.00
Hangar E	\$160.00
12 Month Lease Discount Rate	\$145.00
Hangar F	\$206.00
12 Month Lease Discount Rate	\$185.00
FBO Stall	\$223.00
12 Month Lease Discount Rate	\$200.00
Daily Inside Storage/per night	\$30.00

Building Official

Public sidewalk right away cafés, retail sales, or benches	\$0	
Driveway (Curb) Cut, Inspection & Marking Residential	\$150.00	
Driveway (Curb) Cut, Inspection & Marking Commercial	\$200.00	
ROW Temp Closure Permit	\$25.00	
Building Moving Permit (Per Bldg)	\$150.00	5-1-1
Demolition Permit	\$100.00	
Pool Inspection	\$20.00	8-8-11
Re-inspection Fee (after 1 per inspection)	\$75.00	
No Show Fee (per event)	\$75.00	
Rental Registration Fee – Yearly (July 1st – June 30th)		
Base Registration Fee (per parcel and 1 unit)	\$20.00	5-8-9
Additional unit in excess of 1 (per unit)	\$10.00	5-8-9
Late Registration Fee - Per Landlord License	\$75.00	5-8-9
Additional unit in excess of 1 (up to 6 units)	\$75.00	
Property Maintenance Ordinance Appeal	\$150.00	Zoning Ord.
Variance Request	\$150.00	Zoning Ord.
Zoning Request	\$300.00	Zoning Ord.
Conditional Use	\$300.00	Zoning Ord.
Sub-Division Application Fee	\$300.00	
Sidewalk Repair Permit Fee	\$0	
Pigeons Permit Fee (Per Unit)	\$100.00	8-1-1(A)(18)

Building & Sign Permit Fees

Building & Sign Permit <\$1,200	\$30.00	5-2-2
Building & Sign Permit \$1,200-2,000		5-2-2
\$30.00 + \$2.88 for each additional \$100.00 over \$1,200		
Building & Sign Permit \$2,001-25,000		5-2-2
\$53.04+ \$9.16 for each additional \$1,000.00 over \$2,000		
Building & Sign Permit \$25,001-50,000		5-2-2
\$263.72 + \$6.22 for each additional \$1,000.00 over \$25,000		
Building & Sign Permit \$50,001-100,000		5-2-2
\$419.22+ \$4.15 for each additional \$1,000.00 over \$50,000		
Building & Sign Permit \$100,001 or more		5-2-2
\$626.72+ \$3.61 for each additional \$1,000.00 over \$100,000		
Portable Sign Permit (14 days)	\$30.00	Zoning Ord.

Electrical Fees

For New Residences	5-4-9
Single Dwelling	\$38.00
Duplex Dwelling	\$56.75
Triplex Dwelling	\$75.50
4-Plex Dwelling	\$113.00
Multi Units Between 5 and 12	\$156.75
Over 12 Units	\$156.75 plus \$38.00 each over 12
For New Commercial or Industrial Buildings	
First \$5,000.00 at \$8.00 per/\$1,000.00 of cost	
Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost	
Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost	
Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost	
Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost	
All over \$25,000.00 at \$1.50 per/\$1,000.00 of cost	

For Rewiring, Repairs or Alterations on Residence, Commercial and Industrial Buildings

\$100.00 to \$150.00 electric contract	\$6.75
\$151.00 to \$200.00 electric contract	\$8.00
\$201.00 to \$250.00 electric contract	\$9.25
\$251.00 to \$300.00 electric contract	\$10.50
\$301.00 to \$350.00 electric contract	\$11.75
\$351.00 to \$400.00 electric contract	\$13.00
\$401.00 to \$450.00 electric contract	\$14.25
\$451.00 to \$500.00 electric contract	\$15.50
\$501.00 to \$1,000.00 electric contract	\$23.00
\$1,001.00 to \$2,000.00 electric contract	\$28.00
All over \$2,001.00	\$28.00 plus \$1.50 per \$100.00

Plumbing Fees

For New Residences	5-3-10
Single Dwelling	\$38.00
Duplex Dwelling	\$56.75
Triplex Dwelling	\$75.50
4-Plex Dwelling	\$113.00
Multi Units Between 5 and 12	\$156.75
Over 12 Units	\$156.75 plus \$38.00 each over 12
For New Commercial or Industrial Buildings	
First \$5,000.00 at \$8.00 per/\$1,000.00 of cost	
Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost	
Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost	
Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost	
Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost	
All over \$25,000.00 at \$1.75 per/\$1,000.00 of cost	
For Repairs or Alterations on Residence, Commercial and Industrial Buildings	
\$100.00 to \$150.00 plumbing contract	\$6.75

\$151.00 to \$200.00 plumbing contract \$8.00
 \$201.00 to \$250.00 plumbing contract \$9.25
 \$251.00 to \$300.00 plumbing contract \$10.50
 \$301.00 to \$350.00 plumbing contract \$11.75
 \$351.00 to \$400.00 plumbing contract \$13.00
 \$401.00 to \$450.00 plumbing contract \$14.25
 \$451.00 to \$500.00 plumbing contract \$15.50
 \$501.00 to \$1,000.00 plumbing contract \$23.00
 \$1,001.00 to \$2,000.00 plumbing contract \$28.00
 All over \$2,001.00 \$28.00 plus \$1.50 per \$100.00

Campground

Class A Site	\$30.00
(Lake View, Patio, Water, Sewer, Electric, Cable TV, Fire Pit)	
Class C Site	\$28.00
(Lake View, Patio, Water, Sewer, Electric, Fire Pit)	
Class E Site	\$25.00
(Water, Sewer, Electric)	
Class F Site	\$20.00
(Electric)	
Glass G Site	\$12.00
(Tent)	
Extra Vehicle Parking (if space available)	\$5.00
Non-Campers Dump Station (per event)	\$5.00
Non-Camper Shower (per shower)	\$5.00
Early check in prior to noon	\$20.00
Early check in after 12pm prior to 3pm	\$10.00
Late check out after 1pm per hour charge	\$10.00

Fire Department

Liquor License Inspection Fee	\$50.00
Fireworks Display (Mortar sizes from 1-3 inches)	\$150.00
Fireworks Display (Mortar size larger than 3 inches)	\$300.00
Emergency Response and/or Cleanup of Material	See Chart
Rate set by the Iowa Fire Service Annual Hazardous material response fee structure for the current calendar year.	
Safety Trailer Use Fee	
Buena Vista County	\$150.00
Non Buena Vista County	\$150.00 plus \$6 A Mile One Way

Golf Course

Single Season Pass (Ages 18+)	\$350.00	
Family Season Pass – Family: Two or more persons (one of whom is the householder) related by birth, marriage, or adoption, living together and sharing common living, sleeping, cooking, and eating facilities within an individual housing unit as defined by the Storm Lake Zoning Code.)	\$600.00	
Junior Season Pass (17 and Under)	\$75.00	
Electric Cart Storage	\$350.00	
Gas Cart Storage	\$325.00	
Off Season Cart Storage	\$100.00	
Locker Rent/yr	\$20.00	
Golf Club Rental	\$15.00	
Trail Fee (per day)	\$15.00	
Pull Cart Rental	\$5.00	
Pull Cart (year)	\$75.00	
Trail Fee (year)	\$185.00	
10 Round Punch Card (Green Fees Only)	\$130.00	\$140.00
10 Round Cart Rental Punch Card	\$150.00	
10 Combo, Green Fee & Cart Rental, Punch Card	\$250.00	
Discount Tickets – per 9 holes (Green Fees Only) (sold in advance with minimum quantity of 50)	\$10.00	
Weekday 9 Holes	\$17.50	
Weekday 18 Holes	\$22.50	
Weekend 9 Holes	\$22.50	
Weekend 18 Holes	\$27.50	
Cart Rental 9 Holes	\$17.00	
Cart Rental 18 Holes	\$27.00	
Yearly Cart Rental	\$350.00	
Hall Rental	\$350.00	
Hall Rental - Friday Setup Fee (Valid only after 5:00 4:00pm Friday with following Sat. rental)	\$100.00	\$200.00
Hall Rental (weekday 4hrs or less)	\$100.00	\$200.00
Bar Setup Fee (Event Center Only)	\$100.00	
9-Hole Course Rental Fee (Minimum 25 participants)	\$250.00	\$350.00
18-Hole Course Rental Fee (Minimum 25 participants)	\$400.00	\$500.00
*Course Rental Fees are due at the time of booking.		
*Cancellations require a 72 hour advanced notice.		
*If cancelled inside the 72 hour period, only 50% of the rental Fee will be refunded.		
Group Cart Rental Fee (25 Carts)	\$350.00	\$400.00

Police

Administrative Fee	\$50.00	
Alarm Business Permit Application	\$75.00	4-7-6
Alarm Business Permit Renewal	\$75.00	4-7-9
False Alarm Equip Malfunction (after 3)	\$75.00	4-7-16
False Alarm	\$75.00	4-7-16

Building Escorts (per car)	\$100.00	
Cat License – Not Neutered/Spayed (per year)	\$30.00	8-4-2
Neutered/Spayed (per year)	\$20.00	
Dog License – Not Neutered/Spayed (per year)	\$30.00	8-3-2
Neutered/Spayed (per year)	\$20.00	
Animal License Handling Fee	Current USPS Cost	
Fingerprinting	\$ 20.00	
Impound/Storage Fee (per day)	\$50.00	8-6-5
Impound Storage Fee – felony related (per day)	\$50.00	
Parking Fine	\$25.00	9-11-4
Report Copies	\$5.00	
Police Escort Fee – per hour, per unit	\$100.00	5-1-3
Emergency Response and/or Cleanup of Material (per hour)		
Police Vehicle (per vehicle)	\$100.00	

King's Pointe Outdoor Aquatic Center

Individual Season Pass (Ages 12+)	\$150.00	\$100.00
Child Pass (Ages 11 and Under)	\$ 75.00	
Family Season Pass	\$350.00	
— (up to 6 family members can be included on Pass,		
— Up to 4 additions of children 0-12 years old @ \$75 each)		
Adult BV Resident Daily Pass (Age 12+)	\$9.00	
Child BV Resident Daily Pass (Age 5-11)	\$8.00	
Child BV Resident Daily Pass (Age 0-4)	\$2.00	
Adults (Age 12+) Standard Pricing	\$17.00	
Children (Age 5-11) Standard Pricing	\$13.00	
Children (Age 0-4) Standard Pricing	\$ 3.00	
Land Lovers	\$ 8.00	
Daily Pass Punch Cards:		
10 Punches	\$110.00	
20 Punches	\$190.00	
30 Punches	\$260.00	
50 Punches	\$450.00	
Swim Lessons	\$40.00	
Lap Swimming (per time)	\$4.00	
Lap Swimming Punch Card:		
10 Punches	\$35.00	
20 Punches	\$65.00	
30 Punches	\$80.00	

Roadway Maintenance

Street Cuts & Replacement - Half Street	\$800.00
Street Cuts & Replacement Full Street	\$1600.00

Sewer

Sewer Svc Permit & Connection Fee	\$150.00	3-2-4
Private Wastewater System Permit	\$50.00	3-2-3

Sanitary Sewer Dump Fee (Per Load)	\$75.00
Industrial FOG (Fat, Oil, Grease) Per Load	\$300.00

Shelter House

Rental Fee - per side	\$110.00
Damage Deposit – per side	\$200.00
AWAYSIS Pavilions – per time slot (3 times available)	\$25.00
Frank Starr Park Open Shelter – per time slot (2 times available)	\$50.00
Campground Open Shelter – per time slot (2 time slots available)	\$50.00
AWAYSIS Great Lawn – per day	\$200.00
Band Shell – per day	\$50.00

Water

Door Tag Fee	\$20.00	3-5-3
Meter Testing Fee (within 2%)	\$50.00	3-4-20
Shut Off Fee	\$30.00	3-5-3
Turn On Fee	\$30.00	3-5-3
Water Svc Permit & Connect Fee	\$150.00	3-4-5
Water Tapping Fee (per inch)	\$65.00	3-4-5
Outside City Limits Hook-up Fee	\$1,500.00	3-4-6
Combined Utility Deposit	\$160.00	
Bulk Water Sales (Minimum)	\$15.00	
Bulk Water Sales per 1,000 Gallons	Commercial Rate	3-5-1
Urgent/Elective Shut Off Fee	\$500.00	

PASSED AND APPROVED this 19th Day of January, 2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

1/19/2026

Agenda Item # F.18.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez, City Clerk

SUBJECT: City Council Requested Items / City Council Updates

BACKGROUND:

1. Nuisance Code - March 15
2. Truck Routes- April 6

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

None