

**CITY OF STORM LAKE
REGULAR COUNCIL SESSION MEETING,
CITY HALL
COUNCIL CHAMBERS
MAY 20, 2024
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](#)
 - 2. [Buy Local Information](#)
 - 3. [Resolution No. 53-R-2023-2024 Setting the FY2024-2025 Fee Resolution](#)
 - 4. [SLPD City Code Enforcement Summary](#)
- E. **Unfinished Business**
- F. **New Business**
 - 1. [Work Session - Review of City and State Codes for Dogs and Cats](#)
 - 2. [Motion to Approve St Mary's Eucharistic Procession Walk and Street Closure Request.](#)
 - 3. [Motion To Approve 2024 Star Spangled Spectacular July 3rd and 4th Event Request](#)
 - 4. [Motion To Approve Buena Vista County Suicide Prevention Coalition Awareness Walk and Resource Fair request](#)
 - 5. [Acknowledgement of the FY2025 Budget Book](#)
 - 6. [Motion To Approve Kids Fest Outdoor Waterpark Special One Day Rate Request](#)

7. Public Hearing For A City Ordinance Establishing Regulations For After-hours Businesses That Permit Alcohol Consumption Beyond 2 AM.
8. Ordinance No. 04-O-2023-2024 For A City Ordinance Establishing Regulations For After-hours Businesses That Permit Alcohol Consumption Beyond 2 AM
9. Public Hearing On The Matter of The Adoption of a Proposed Amended and Restated Storm Lake Urban Revitalization Plan for the Storm Lake Urban Revitalization Area
10. Resolution No. 54-R-2023-2024 Adopting the Amended and Restated Storm Lake Urban Revitalization Plan for the Storm Lake Urban Revitalization Area
11. Motion To Approve An Amendment To The Engineering Agreement With ISG for additional Services On The New Production Well No. 22 Project.
12. Resolution No. 55-R-2023-2024 Approving Change Order No. 2 for the New Production Well No. 21 Project.
13. 2024 Memorial Road Street & Utility Improvements Project Update
14. Motion to Approve Fee Waiver for Lake Preservation Association Meeting
15. Resolution No. 56-R-2023-2024 Approving Agreement for Grant Administration Services with Local Government Professional Services, DBA Simmering-Cory for the Wastewater Treatment Plant Blower Project
16. Resolution No. 57-R-2023-2024 Approving a Grant Agreement with IEDA for the Wastewater Treatment Plant Blower Project
17. Storm Lake United Presentation
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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Find us on the Web at <http://www.stormlake.org>

Staff Summary

05/20/2024

Agenda Item # D.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: Mayra Martinez City Clerk

SUBJECT: **Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of Bills
- King's Pointe & Sunrise Pointe Disbursements
- Approve May 6, 2024 City Council Minutes and May 13, 2024 Special City Council Minutes
- Approve New Application for Library Board - Rebecca Quesnell (6 year term)
- Approve Renewal Liquor Licenses for Hy-Vee,
- Approve Renewal Cigarette Permits for Casey's Store 3030, Carroll's Tobacco Outlet/R Smoke Plus LLC, Hy-Vee Store, Fareway Store Inc 461, Murphy USA 6923,
- Approve Buy Local Information
- Approve Storm Lake Police Department City Code Enforcement Update

FISCAL IMPACT: City Will Pay The Following Expenditures:

- List of Bills: \$1,047,459.42
- King's Pointe & Sunrise Pointe Golf Course Bills: \$163,493.91

City Will Receive The Following Receipts:

- Cigarette/Tobacco Renewal Permits: \$375.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

[5/20/2024 City Claims Expense Report.pdf](#)
[5/20/2024 King's Pointe Claims 4.13.2024 to 5.17.2024.xlsx](#)
[Hy-Vee Store Cigarette Application 2024.pdf](#)
[05/06/2024 City Council Minutes.docx](#)
[05/13/2024 City Council Special Minutes.docx](#)
[Rebecca Quesnell - Library Board Application - New.pdf](#)
[Caseys Store 3030 Cigarette Application 2024.pdf](#)

Carrolls Tobacco Outlet Cigarette Application 2024.pdf
Fareway Store 461 Cigarette Application 2024.pdf
Murphy USA 6923 Cigarette Application 2024.pdf
Hy-Vee Liquor Application 2024.pdf

Storm Lake, IA

Payment Date Range: 05/09/2024 - 05/22/2024



Vendor Name	Vendor Number	Payable Description	Total Payments
BVC			
Buena Vista County Solid Waste	001035	City-Wide Cleanup Disposal	7,677.87
Essential Ellison LLC	002043	Extinguisher Testing	645.10
Mike's Electronics Inc	001196	VFD Pump Repairs	1,405.00
Power Solutions, Inc	001465	Duct Detectors	1,270.90
		BVC Total:	10,998.87
Contract/Agreement			
Bolton & Menk, Inc	001024	Construction Services	96,550.78
Charles Sargent Irrigation Company, Inc	001209	Pay #4 of Well 21	33,879.09
Fischer Bros, LLC	002308	Pay #7 of Water Park Repairs 2023	92,601.25
Midwestern Mechanical of Iowa, Inc	001819	Pay #6 of KP HVAC Replacement	165,516.96
Mongan Painting LLC	002413	Pay #5 of Resort Painting Service	86,699.20
Woodruff Construction, Inc	002132	Pay #7 of KP Updates	144,158.85
		Contract/Agreement Total:	619,406.13
Local			
A & A Automotive	001022	Carburetor	140.00
Buena Vista Regional Medical Center	001124	4/16/2024 Hoffman Testing	31.00
Central Bank	001025	Services	3,507.80
Culligan Water Storm Lake	001071	Water Supplies	43.75
EC Mechanical	002475	Water Damage- KP Water Line Repairs	55,376.61
Edwards Storm Lake	001114	Vent Solenoid Replacement	877.12
Fareway Stores, Inc	001535	YumVee Supplies	239.04
Graham Tire	001093	Tire Repair	124.80
Growmark Inc New Century FS	001016	Fuel	12,182.75
Iowa Office Supply Inc	001037	Furniture	7,407.67
Jim Bartholomew	001069	May 2024 Airport Contract	6,136.21
L & G Products, Inc	001099	Mulch	923.00
Long Lines	001077	Fax Line & Emergency Line Service	1,393.06
MidAmerican Energy Company	001074	91230-94002 Electric Services	60,736.35
North Lake Truck Repair	001177	Oil Pan	227.28
O'Reilly Automotive Inc	001108	Cleaner	8.99
Plumbing & Heating Wholesale, Inc	001126	Supplies	82.49
Qwest Corporation	001070	Phone Service	83.40
Rebnord Technologies, Inc	001091	IT Service Agreement	7,173.65
Smith Concrete Service Inc	001134	6th & Michigan Concrete	3,612.84
Stanton Electric, Inc	001264	Adding Receipt	410.43
Storm City Auto Parts, Inc	001501	Hyd Hose	370.72
Storm Lake Hydraulics Co, Inc	001089	Gauge	45.34
Verizon Wireless Services LLC	001075	Cell Phone Service	3,380.34
Vetter Equipment	001098	Trimmer Line	58.99
Visual Edge Inc	001063	Copier Maintenance Agreement	553.99
Wiese Plumbing & Heating, Inc	001302	Flush Valve Repairs	133.50
		Local Total:	165,261.12
Non-Local			
ABC Pest Control, Inc	001078	Pest Control Services	47.90
Alex Air Apparatus 2 LLC	002217	Hoods	62.47
Baker & Taylor, Inc	001957	Books	668.06
Beck Engineering, Inc	002005	Engineering Services	202.75
Bend Mailing Services, LLC	002013	Bill Printing Services	3,252.61
Blue Valley Public Safety, Inc	001531	Warning Siren Maintenance	3,685.00
Brodart Co.	001009	Books	836.21

Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Builders Sharpening & Service LLC	001011	Pallet Forks	873.36
Business Publications Corp., Inc.	002436	Advertising	435.00
Cavendish Square Publishing LLC	002138	Books	204.44
Center Point, Inc	002189	Books	14.00
Central Iowa Distributing, Inc	001026	Cleaning Supplies	708.00
Cintas First Aid & Safety	001094	First Aid Supplies	269.40
Core & Main LP	002000	Testing Supplies	1,231.96
Dakota Supply Group	002293	Pipe	1,732.44
Demco, Inc	001273	Supplies	294.62
Denison Drywall Contracting, Inc	002198	Water Damage- Women RR Repairs	686.00
Doolittle Oil Co, Inc	001579	2 Cycle Fuel	642.60
EBSCO Industries, Inc	001569	Annual Subscription	3,536.00
Ed M. Feld Equipment Company, Inc	001031	Hook	228.02
Environmental Systems Research Institut	002095	ArcGIS Mobile Worker Licenses	2,539.95
Erik E Mosbe	001318	Carburetor Replacement	916.63
Farm & Home Publishers LTD	001644	Plat Book	68.50
Fire Service Training Bureau	001483	FF1- Wunschel	150.00
Foundation Analytical Laboratory, Inc	001100	Testing Services	3,374.25
Gumdrop Books	002316	Books	191.64
HD Supply, Inc	001336	Safety Vests	209.80
H-O-H Water Technology, Inc	001400	Polymer	11,030.00
Hurco Technologies, Inc	002327	Valve Control	314.36
Imagine the Possibilities, Inc	001883	Janitorial Services	800.00
Ingram Library Services, Inc	001268	Books	228.54
International Association of Arson Investi	002477	2024 Subscription- Schlesser	103.00
Iowa Department of Agriculture	001576	FY2024 Meter Licenses	9.00
Iowa Lakes Regional Water	001073	Water Service	54.49
Iowa Law Enforcement Academy	001036	In-Service Training	10.00
Iowa League of Cities	001117	Mayor Association Dues	30.00
Iowa Prison Industries	001129	ILEA Basic Package	230.00
Junior Library Guild	001672	Books	435.00
Kasperbauer Cleaners, Inc	002435	Entrance Mat Services	40.62
Laurens House of Print Ltd	002161	Awards	96.34
Linde Inc	001111	Carbon Dioxide	2,773.39
Marcus Lumber Company Corp	002011	Supplies	13.99
Med-Tech Resources, Inc	001278	O2 Masks & Supplies	279.26
Midwest Tape, LLC	001275	DVDs	116.19
Mississippi Lime Company	001095	Lime	26,667.03
MRA Custom Applications, LLC	001553	Lime Hauling Services	14,123.70
Municipal Supply, Inc	001391	3 Wire Single Port SPs	4,755.88
Salus LLC	001006	April 2024 Memberships	40.00
Schumacher Elevator Company	001200	Elevator Maintenance	238.78
Shive-Hattery Inc	002460	Professional Services (Final)	2,400.00
State Industrial Products Corporation	002309	WW Program	3,284.68
The Rosen Publishing Group Inc	002466	Book	40.34
Tometich Engineering, Inc	002187	Engineering Services	3,525.00
ULINE	001609	SW Supplies	380.19
UnityPoint Clinic- Occupational Medicine	001315	Testing Services	42.00
UPS	001121	Shipping	13.05
Utility Equipment Co	001096	Hydrant Extension	1,264.28
W. W. Grainger, Inc	001085	Flags	1,879.70
Ziegler, Inc	001097	Service Skidloader	212.10
		Non-Local Total:	102,492.52
Payroll/Refunds			
Beth Ann Dawson McPherran	001434	April 2024 Homebound Deliveries	5.36
Custodian of Petty Cash	001272	FY2024 Cash Drawer Shortage	11.00
Daniel Holmes	002058	4/30/2024 Water Dist 3- Cert Fee	95.33
Friends of the Library	001758	May 2024 Friends CC Reimb	17.00

Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Gustavo Muniz	002030	5/1/2024 DW Distribution 1- Cert Fee	95.33
North Shore Condo Assn #3	002473	563884 Tree Removal Reimb	1,230.50
Weigand-Omega Management Inc	002474	Transition Reimbursement	119.66
		Payroll/Refunds Total:	<u>1,574.18</u>
		Grand Total:	899,732.82

King's Pointe Resort

Claims Publication

From 4/13/2024 to 5/17/2024

Vendor	Description	Amount
King's Pointe Payroll- 5/3/2024	Payroll \$	78,324.06
King's Pointe Payroll- 5/17/2024	Payroll \$	85,169.85
	\$	163,493.91

Additional instructions are on the final page.For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:Legal name/Doing business as (DBA): Hy-Vee Food StoreIowa sales and use tax account number: 111004347Retail address: 1250 N. Lake Ave City: Storm Lake State: IA ZIP: 50588Mailing address: 5820 Westown Parkway City: West Des Moines State: IA ZIP: 50266Phone: 712-732-5628**Legal Ownership Information:**Type of ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP: Hy-Vee, Inc.Primary office address: 5820 Westown Parkway City: West Des Moines State: IA ZIP: 50266Phone: 515-267-2800 ext 4216 Fax: _____ Email: knylen@hy-vee.com**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐ Vending machine that assembles cigarettes ☐ Delivery sales of alternative nicotine/vapor products (see instructions) ☐
Mobile sales (see instructions) ☐ VIN: _____ License plate number: _____

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative nicotine products ☒ Vapor products ☒**Type of Establishment: (Select the options that best describe the establishment)**

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Other (provide description) ☐ _____

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):
See Attached

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.Name: See Attached Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: Andrew Schroder SVP Accounting, Controller

Printed name: _____

Signature: Andrew Schroder

Signature: _____

Date: 4/11/2024

Date: _____

Printed name: _____

Signature: _____

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor Instructions

General Instructions

- Complete all applicable fields. A permit will not be issued until this application is properly completed and has been approved by your local jurisdiction or the Iowa Department of Revenue.
- Fill in the month, day, and years that this application covers.
- All permits expire annually on June 30.
- A new application must be submitted every year.

Business Information

- Fill in the legal name/DBA name of the business.
- Fill in the retail location address, city, and ZIP code. This is the address that will appear on the permit, if approved. If you are making mobile sales (see below for further instructions), use this line to report the address of the location from which your vehicle will be dispatched.
- Fill in the mailing address or PO Box, city, state, and ZIP code.
- Fill in the 10-digit phone number of the business.

Legal Ownership Information

- Check the ownership type of the business.
- Fill in the name(s) of the sole proprietor, partnership, the corporation, the LLC, or the LLP that owns the business. This is not the store manager or the corporate president. Do not fill in the name of an individual unless the type of ownership is sole proprietor.
- Fill in the address, city, state, and ZIP code of the business' primary office.
- Fill in the 10-digit phone number, fax number, and email address of the legal owner.

Retail Information

- Check the box for the type of sales the business will make.
- If you will make mobile retail sales, include the vehicle identification number (VIN) and license plate number for the vehicle from which sales will be made. NOTE: Each vehicle is a separate retail location. If you plan to make retail sales from more than one vehicle, you must complete a separate application for each vehicle from which retail sales will be made.
- Check the types of products sold at the business.
- Check the box that best describes the type of business establishment.
- If you have other permits issued pursuant to Iowa Code chapter 453A, list those permit numbers.
- Print the name of the sole proprietor, the partner(s), or corporate official signing this application.
- Sign and date the application. The application must be signed by the owner, one of the partners, or one of the corporate officers listed above. A preparer's or store manager's signature is not acceptable.
- Return this application and fee to your local jurisdiction: city clerk (within city limits) or county auditor (outside of city limits).

Permit Fees

- The price of a retail permit depends on the location of the business and the month issued

Location	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
Outside of city limits	\$50.00	\$37.50	\$25.00	\$12.50
City of less than 15,000	\$75.00	\$56.25	\$37.50	\$18.75
City of 15,000 or more	\$100.00	\$75.00	\$50.00	\$25.00

For City Clerk/County Auditor Only

Send completed/approved applications within 30 days of issuance to iapledge@iowaabd.com or by fax to 515-281-7375.

Visit the Iowa Department of Revenue at tax.iowa.gov for information regarding minimum price, a list of approved brands, a list of licensed distributors, and answers to frequently asked questions.

CITY OF STORM LAKE REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS MAY 6, 2024, 5:00 PM

Present: Mayor Michael Porsch, Council Members Matt Ricklefs, Maria Ramos, Kevin McKinney Meg McKeon, and Maggie Martinez. Absent: None.

Also Present: City Manager Keri Navratil, Assistant City Manager David Derragon, Police Chief Chris Cole, King's Pointe Manager Amy VonBank, Library Director Elizabeth Huff, Communications Coordinator Dana Larsen, Public Services Supervisor Scott Bonebrake, Assistant Public Services Supervisor Brandon Ripke, Program Manager/Sunrise Campground Manager Kim Woltman, Public Works Director Matt Beckman, Finance Director Brian Oakleaf, Staff Accountant Tyler Gibbins, and Deputy City Clerk Nelda Kirkholm.

Media Present: Ryan Thompson with KAYL Radio

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

Pledge of Allegiance

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

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

Hear the Public – No comments from the public at this time.

Mayor Porsch read a proclamation designating the week of May 12, 2024, through May 18, 2024, as Police Officers Week and to observe May 15, 2024, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or become disabled in the performance of duty. The members of law enforcement for the City of Storm Lake play an essential role in safeguarding the rights and freedoms of the citizens of Storm Lake. Mayor Porsch commented that he is very appreciative of the police force we have in Storm Lake, and he believes it is one of the finest in the State of Iowa.

Mayor Porsch read a proclamation designating the week of May 19, 2024, through May 25, 2024, as National Public Works Week to recognize the contributions they make to protecting our national health, safety, and advancing quality of life for all. Mayor Porsch thanked our Public Works department for all the work they do for our city.

Consent Agenda - Moved by Council Member Martinez to approve the consent agenda, approve List of Bills Check #'s 81294 through 81384, EFT #'s 1348, 1371 and 5171 through 5220, DFT #'s 2222 through 2245, King's Pointe & Sunrise Pointe Disbursements, approve April 15, 2024, regular Council minutes and the April 23, 2024 Special City Council minutes, acknowledge the March 2024 Library

minutes and the March 2024 Airport minutes, approve Buy Local Information, approve Storm Lake Police Department City Code Enforcement Update. Seconded by Council Member McKeon. Vote: All ayes. Motion carried.

Unfinished Business – None at this time.

New Business

Run For Our Future 2024 Event - Moved by Council Member Ramos to approve the Bridge of Storm Lake's Run For Our Future 2024 event. Seconded by Council Member McKeon. Vote: All ayes. Motion carried.

Noise Variance Request 1121 N Lake Avenue - Moved by Council Member Ramos to approve a noise variance request for 1121 N. Lake Avenue for a private party event. Seconded by Council Member Martinez. Vote: All ayes. Motion carried.

BVU Walk to End Alzheimer's Event - Moved by Council Member McKeon to approve the BVU Walk to End Alzheimer's Event. Seconded by Council Member McKinney. Vote: All ayes. Motion carried.

SLU Events Request - Moved by Council Member Ricklefs to adopt Resolution No. 47-R-2023-2024 approving SLU Events request. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 47-R-2023-2024

A RESOLUTION APPROVING STORM LAKE UNITED REQUESTS FOR A SERIES OF 2024 COMMUNITY EVENTS

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

To Approve The Following Events:

Farmers Market:

- Authorization to have sales of farmer raised goods in Public Parking Lot C located at Erie Street and East 6th Street.
- Permission for assembly of Farmers Market stands and sales starting Saturday, June 15th, 2024, and running through Saturday, October 26th, 2024 on both Thursday nights from 3:00 pm to 6:30 pm and on Saturday mornings from 8:00 am to 1:00 pm.
- A Noise Variance on Thursday events and Saturday events for the duration.

Ridiculous Days:

- Permission to hold sidewalk sales starting Thursday, July 18, 2024, at 7:00 am through Saturday, July 20, 2024, at 5:00 pm in the 500, 600, and 700 blocks of Lake Avenue, including the side streets immediately adjacent on 5th Street and 6th Streets.

- Permission to allow community members to sell secondhand goods on Saturday, July 20, 2024, from 7:00 am to 5:00 pm. Spaces will be assigned to sellers beforehand and will not be in front of any existing open business.

Wood, Wine & Blues:

- Request to use Sunset Park on Friday, August 16, 2024, from 8am to 9pm, Saturday, August 17, 2024, from 8am to 9pm and Sunday, August 18, 2024, from 8:00 am to 6:00 pm for a three-day chainsaw carving competition and a wine and arts festival.
- Request to use Sunset Park Bandshell on Saturday, August 17, 2024, from 10 am to 9 pm and Sunday, August 18, 2024, from 10am to 5pm.
- Request a Noise Variance in Sunset Park on Friday, August 16, 2024, from 8am to 9pm, on Saturday August 17, 2024, from 8am to 9pm, and on Sunday August 18, 2024, from 8am to 5pm.
- Request to allow chainsaw competitors to complete tree sculpture carvings with designated logs located in Sunset Park on Friday, 8/16/24 (8am-5:30pm), Saturday, 8/17/24 (8am-5pm), and Sunday, 8/18/24 (8am-3:30pm).
- Request to allow craft vendors to display and sell their products in Sunset Park Saturday, August 17, 2024, and Sunday, August 18, 2024, from 10am to 5pm.
- Permission for Storm Lake United to sell quick carve sculptures created from a quick carve competition via silent auction on Saturday, August 17, 2024, and Sunday August 18, 2024.
- Permission to allow food vendors to sell their products in Sunset Park on Friday, August 16, 2024, Saturday, August 17, 2024, and Sunday, August 18, 2024.
- Permission to allow wine vendors to sell glasses of wine and unopened bottles of Iowa wine in Sunset Park on Saturday, August 17, 2024, and Sunday, August 18, 2024, from 12pm to 5pm during the Wood, Wine, and Blues event. Wine vendors will be required to submit proof of a valid liquor license and insurance to the City of Storm Lake prior to the event.
- Request to allow brewery vendors to sell glasses of beer on Saturday, August 17, 2024, and Sunday August 18, 2024, from 12pm to 5pm in Sunset Park. Brewery vendors will be required to submit proof of a valid liquor license and insurance to the City of Storm Lake prior to the event.
- Permission to allow the wood carvers to sell their wood carvings in Sunset Park.
- Permission to set-up Koenig portable toilets as needed.
- Permission to allow, for a fee, to hold an approximately 30 team cornhole competition open to the community.
- Request for access to electrical power in Sunset Park.
- Request for appropriate support from Parks and Public Safety.
- Request to the City of Storm Lake for assistance to stage and stand the wood carver's logs prior to competition.
- Request the City of Storm Lake for assistance to relocate wood carvings after the competition.

The SLU Multicultural Festival

- To use Chautauqua Park on Sunday, September 15, 2024 from 8:00 am to 10:00 pm
- To use the Chautauqua Park Soccer Mini Pitch surface from 10:00 am to 10:00 pm
- To have a Noise Variance in Chautauqua Park on Sunday September 15, 2024 from 10:00 am to 10:00 pm

- o To allow vendors to display and sell their products in Chautauqua Park
- o To allow food vendors to sell their products
- o Permission to set up Koenig portable toilets as needed
- o For support from parks and public safety
- o For access to electrical power in Chautauqua Park

Chills and Thrills

- Request permission for student organizations and local businesses to set-up tables for games and hand out candy in the 500, 600, and 700 blocks of Lake Avenue from 9:00 am to 12:00 pm on Saturday October 28, 2023.
- Request a Noise Variance on Saturday, October 28, 2023, from 9:00 am to 12:00 pm

Miracle on Lake Avenue

- Request a Parade Permit and street closures for Thursday, December 8, 2023, at 6:00 pm.
- Request a Noise Variance in the 500 and 600 block of Lake Avenue for holiday music, a parade, and sidewalk activities on Thursday, December 8, 2022, from 5:00 pm to 9:00 pm.
- Request for a street closure of the 200 block of East 5th Street immediately following the parade for a Tree Lighting ceremony.

In each of the submitted event requests there was also a standing request for appropriate assistance from the Parks, Streets and Police Departments.

PASSED AND APPROVED this 3rd Day of April 2023

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Fiscal Year 2023-2024 Budget Amendment - Mayor Porsch opened the public hearing for Fiscal Year 2023-2024 budget amendment stating this was the time and place for any comments. Hearing no comments and no objections received from the Public or City Council to this public hearing, Mayor Porsch closed the public hearing.

Moved by Council Member Martinez to adopt Resolution No. 48-R-2023-2024 amending the Fiscal Year 2023-2024 Budget. Seconded by Council Member Ricklefs. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 48-R-2023-2024

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2024

Be it Resolved by the Council of the City of Storm Lake:

Section 1. Following notice published April 24, 2024, and the public hearing held, May 6, 2024 the current budget is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of STORM LAKE				
Fiscal Year July 1, 2023 - June 30, 2024				
The City of STORM LAKE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024				
Meeting Date/Time: 5/6/2024 05:00 PM		Contact: Brian T. Oakleaf		Phone: (712) 732-8000
Meeting Location: City Council Chambers 620 Erie St. Storm Lake, IA				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	4,272,141	0	4,272,141
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	4,272,141	0	4,272,141
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,779,143	0	1,779,143
Other City Taxes	6	3,217,668	0	3,217,668
Licenses & Permits	7	179,695	0	179,695
Use of Money & Property	8	7,195	0	7,195
Intergovernmental	9	5,930,554	0	5,930,554
Charges for Service	10	15,610,158	0	15,610,158
Special Assessments	11	0	0	0
Miscellaneous	12	32,700	0	32,700
Other Financing Sources	13	10,613,287	5,800,000	16,413,287
Transfers In	14	18,255,496	0	18,255,496
Total Revenues & Other Sources	15	59,898,037	5,800,000	65,698,037
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	3,844,373	0	3,844,373
Public Works	17	1,983,870	255,083	2,238,953
Health and Social Services	18	23,000	0	23,000
Culture and Recreation	19	1,761,081	0	1,761,081
Community and Economic Development	20	1,130,117	0	1,130,117
General Government	21	754,210	85,500	839,710
Debt Service	22	2,326,226	435,000	2,761,226
Capital Projects	23	12,338,909	0	12,338,909
Total Government Activities Expenditures	24	24,161,786	775,583	24,937,369
Business Type/Enterprise	25	21,410,224	3,609,242	25,019,466
Total Gov Activities & Business Expenditures	26	45,572,010	4,384,825	49,956,835
Transfers Out	27	18,255,496	0	18,255,496
Total Expenditures/Transfers Out	28	63,827,506	4,384,825	68,212,331
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-3,929,469	1,415,175	-2,514,294
Beginning Fund Balance July 1, 2023	30	22,147,746	-1,219,184	20,928,562
Ending Fund Balance June 30, 2024	31	18,218,277	195,991	18,414,268
Explanation of Changes: King's Pointe Remodel Bond, both Revenues and Expenditures. Bond Payment reflected in Debt Service. Movement of Capital Improvement Items into this fiscal year. Total Amendment will affect ending fund balance by 1.07%.				

NOW THEREFORE be it resolved by the City Council of the City of Storm Lake, Iowa, to approve the above said budget amendment for the 2023-2024 Fiscal Year.

PASSED AND APPROVED this 6th day of May 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Inter-fund Transfers and Adjustments - Moved by Council Member McKeon to adopt Resolution No. 49-R-2023-2024 authorizing inter-fund transfers and adjustments. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 49-R-2023-2024					
A RESOLUTION AUTHORIZING INTERFUND TRANSFERS AND ADJUSTMENTS					
Be it Resolved by the Council of the City of Storm Lake:					
Section 1. Whereas, there is a need to transfer resources between funds provided as follows:					
Fund Key:					
001	General Fund	172	Library Misc Memorial Trust	603	Water Plant Debt Service
003	Outdoor Water Park Fund	177	Asset Forfeiture/Law Enforcement Fund	604	Utility Deposits
004	Cottages	178	Police Dept. Evidence Fund	610	Sewer Fund
005	Tort Insurance Fund	200	Debt Service Fund	611	Sewer Capital Improvements
006	Marina	201	Storm Water Debt Service Fund	612	Sewer Debt Reserve
010	Franchise Fees	220	Outdoor Pool/Storm Water GO	613	FEMA HMGP - Sanitary Sewer
030	Outdoor WP Replacement Res	222	Hotel Motel Tax Debt Reserve	620	Storm Water Fund
040	Cottage Reserve Fund	223	\$2.5 Bond Sinking Fund	621	Storm Water Capital
110	Road Use Tax Fund	224	TIF Debt Reserve Fund	622	Storm Water Sinking Fund
112	Special Levy Fund	225	Alwaysis Local Option Sinking	670	Landfill Fund
119	Emergency Levy	227	5.6M Series Sinking Fund	750	Lodge Operations Fund
121	Local Option Sales Tax Fund	228	2.94M Series Sinking Fund	753	Lodge Reserve Fund
123	Hotel Motel Tax	230	Hotel/Motel Tax Bonds Fund	754	Lodge Taxes & Insurance
124	Mitigation Fund	231	McKenna Water Sinking Fund	755	Hotel Revenue Bonds Fund
125	TIF Fund	232	McKenna Sewer Sinking Fund	756	Hotel Property Tax Fund
126	Bargloff TIF	233	Bargloff Reserve Fund	757	Lodge Replacement Reserve Fund
127	The Reserves - TIF	234	Bargloff Sinking Fund	822	Health Benefit Trust Fund
128	#4 LMI Housing URA	235	TIF Bonds Fund	824	125 Flexible Benefits Fund
129	Storm Lake Sub-Division #5	299	Bond Refinancing	825	Wellness Fund
130	South School Urban Renewal	301	Capital Improvement Projects	835	Employee Internal Fund
131	LMI #5 Housing URA	500	Erma Myers Trust Fund	910	Chapter 411 Pension Fund
132	LMI Revolving Fund	600	Water Fund	960	Lake Improvement Commission
167	Restricted Gifts	601	Water Capital Improvements	970	Drainage Districts
168	Senior Center Trust Fund	602	Water Bond Reserve		

Section 2. Whereas, there is a need to transfer resources between funds to provide for operations, fund balancing, and debt service in amounts not to exceed according to the certified budget for fiscal year 2023-2024 as follows:

Fund From:	Fund To:	Description (What):	Amount:
Fund 001	Fund 234	\$3.39M GO Bond Admin Fee	\$600.00
Fund 010	Fund 001	FD Portable Radio Units	\$20,000.00
Fund 010	Fund 001	Parks Trails	\$100,000.00
Fund 010	Fund 001	PD HVAC Updates	\$34,500.00
		PD Force on Force Training	
Fund 010	Fund 001	Equip	\$17,110.00
Fund 010	Fund 001	Certification	\$79,862.18
Fund 010	Fund 030	OWP Circulation Pump	\$5,000.00
Fund 010	Fund 110	Street Dump Truck (#13)	145,000.00
Fund 010	Fund 110	Infrastructure Mgmt Plan	\$350,000.00
Fund 112	Fund 910	MFPRSI Transfer	\$380,000.00
Fund 112	Fund 825	Wellness Fund	\$12,000.00
Fund 119	Fund 001	Emergency Levy	\$97,619.00

		Awaysis Park Lighthouse	
Fund 121	Fund 001	Stain/Paint	\$ 20,000.00
Fund 121	Fund 001	CG Cable Box/Service Line	\$65,000.00
Fund 121	Fund 001	Chautauqua Park Lighting	\$20,000.00
		Chautauqua Park Pickleball	
Fund 121	Fund 001	Courts	\$70,000.00
Fund 121	Fund 001	Golf Greens Roller	\$15,000.00
Fund 121	Fund 001	Golf Greens Mower	\$62,000.00
Fund 121	Fund 001	Hwy 71 Lighthouse Painting	\$75,000.00
Fund 121	Fund 001	Kiwanis Park	\$10,000.00
Fund 121	Fund 001	Library HVAC	\$21,500.00
Fund 121	Fund 001	Parks Slip Form Paving Machine	\$25,000.00
Fund 121	Fund 001	Parks Irrigation System	\$65,000.00
Fund 121	Fund 001	Parks Large Area Mowers (3)	\$75,000.00
Fund 121	Fund 001	Parks Service Truck	\$65,000.00
Fund 121	Fund 001	Retail Coach Initial Fee	\$40,000.00
Fund 121	Fund 001	Parks Toolcat	\$80,000.00
Fund 121	Fund 001	Parks Trailer	\$9,600.00
Fund 121	Fund 001	Parks Truck for Paving Machine	\$150,000.00
Fund 121	Fund 001	PD Patrol Cars (2)	\$115,000.00
Fund 121	Fund 110	Street Backhoe	\$225,000.00
Fund 121	Fund 110	Street Equipment Trailer	\$15,000.00
Fund 121	Fund 223	\$1.85M Hotel Rev Bond	\$129,313.50
Fund 121	Fund 225	\$8.171M GO Bond	\$212,564.00
Fund 121	Fund 301	PD Digital Sign Grant Match	\$25,000.00
		Runway 17/35 Lighting Local	
Fund 121	Fund 301	Match	\$36,387.17
		Paxton's Trust Playground	
Fund 121	Fund 301	Equipment	\$89,145.00
Fund 121	Fund 757	KP Remodel/Refresh	\$86,250.00
Fund 123	Fund 757	KP Remodel/Refresh	\$278,000.00
Fund 123	Fund 228	\$925k Tax GO Bond	\$120,890.00
Fund 124	Fund 227	\$5.74M GO Bond	\$249,925.84
Fund 125	Fund 227	\$5.74M GO Bond	\$274,525.00
Fund 125	Fund 225	\$8.171M GO Bond	\$215,136.34
Fund 125	Fund 231	\$5.805M Urban Renewal GO Bond	\$217,500.00
Fund 125	Fund 235	\$5.805M Urban Renewal GO Bond	\$200,583.33
Fund 125	Fund 756	Certified Debt of Property Tax	\$221,752.00
Fund 126	Fund 234	\$2.685M (of \$3.39M) GO Bond	\$238,593.00

Fund 167	Fund 301	Paxton's Trust Playground Equipment	\$150,000.00
Fund 200	Fund 234	\$705k Fire Truck (of \$3.39M) GO Bond	\$138,605.44
Fund 201	Fund 227	\$5.74M Go Bond	\$248,214.00
Fund 220	Fund 225	\$8.171 M GO Bond	\$386,837.12
Fund 600	Fund 301	Spoil Site & Commercial Prop Development	\$125,000.00
Fund 600	Fund 301	Water Tower #5 Local Match	\$36,000.00
Fund 600	Fund 603	\$2.163M Water Rev Bond	\$69,797.00
Fund 600	Fund 603	\$7.5M Water Rev SRF Bond	\$501,025.00
Fund 610	Fund 301	Spoil Site & Commercial Prop Development	\$125,000.00
Fund 610	Fund 612	\$1.608M Memorial LS SRF	\$102,188.00
Fund 610	Fund 612	\$4.538M Sewer Rev SRF Bond	\$436,006.00
Fund 610	Fund 612	\$660k Sewer Rev Bond	\$45,428.00
Fund 620	Fund 227	\$5.74M GO Bond	\$135,437.50
Fund 620	Fund 622	\$729k NCSW SRF Bond	\$47,766.00
Fund 755	Fund 223	\$1.85M Hotel Rev Bond	\$73,384.00

\$7,781,044.42

NOW THEREFORE be it resolved by the City Council of the City of Storm Lake, Iowa, to approve the above said transfers of funds for the 2022-2023 Fiscal Year.

PASSED AND APPROVED this 6th day of May,
2024

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Exploratory Test Wells - Moved by Council Member Martinez to approve proposal and award contract for Exploratory Test Wells to Sargent Drilling. Seconded by Council Member Ricklefs. Vote: All ayes. Motion carried.

Childcare Steering Committee - Moved by Council Member McKinney to adopt Resolution No. 50-R-2023-2024 establishing a Childcare Steering Committee for the City of Storm Lake, Iowa. Seconded by Council Member McKeon. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 50-R-2023-2024

A RESOLUTION ESTABLISHING A CHILD CARE STEERING COMMITTEE FOR THE CITY OF STORM LAKE, IOWA

WHEREAS, the City Council of the City of Storm Lake, Iowa recognized the need for Childcare opportunities in the city, and

WHEREAS, the City Council secured funding through the State of Iowa Economic Development Authority Rural Childcare Market Study grant and entered into an agreement with First Children's Finance to complete a Market Analysis and Strategic Plan for Childcare; and

WHEREAS, key findings, goals and strategies have been identified and presented to the community in a public forum; and

WHEREAS, engaging local employers and other community partners is necessary to increase the number of regulated childcare spaces in the community; and

WHEREAS, the City of Storm Lake has purchased property identified for use in construction of a childcare facility; and

WHEREAS, to implement the goals and strategies identified in the Strategic Plan it is necessary to establish the Storm Lake Childcare Steering Committee; and

WHEREAS, appointing the initial members of the steering committee will be the last official action taken by the Storm Lake City Council as next phases will be led by the Storm Lake Childcare Steering Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF STORM LAKE, IOWA, the following individuals are appointed to the Storm Lake Childcare Steering Committee.

1. Maggie Martinez
2. Derrick Randal
3. Heather Santos

4. Cynthia Trujillo
5. Magdalena Reyes
6. _____
7. _____

PASSED, APPROVED, AND ADOPTED this 6th DAY OF MAY 2024.

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Storm Lake Urban Revitalization Plan - Moved by Council Member Ramos to adopt Resolution No. 51-R-2023-2024 determining the necessity and fixing a date for a Public Hearing on the matter of the adoption of a proposed amended and restated Storm Lake Urban Revitalization Plan for the Storm Lake Urban Revitalization area. Seconded by Council Member Martinez. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 51-R-2023-2024

**RESOLUTION DETERMINING THE NECESSITY AND FIXING A
DATE FOR A PUBLIC HEARING ON THE MATTER OF THE
ADOPTION OF A PROPOSED AMENDED AND RESTATED STORM
LAKE URBAN REVITALIZATION PLAN FOR THE STORM LAKE
URBAN REVITALIZATION AREA**

WHEREAS, pursuant to the provisions of Iowa Code Chapter 404, in February 2005, the City of Storm Lake, Iowa (the "City") adopted the Storm Lake Urban Revitalization Plan (the "Original Plan") for the Storm Lake Urban Revitalization Area (the "Revitalization Area" or "Area"), which Revitalization Area was subsequently designated by ordinance; and

WHEREAS, the Original Plan was subsequently amended by an Amendment No. 1 to the Original Plan adopted on March 3, 2014, an Amendment No. 2 to the Original Plan adopted on November 5, 2018, and an Amendment No. 3 to the Original Plan adopted on April 19, 2021 (the "Amendments"); and

WHEREAS, by the foregoing action, the Council has determined that the Revitalization Area within the City can be revitalized as authorized by Iowa Code Chapter 404; and

WHEREAS, a proposed Amended and Restated Storm Lake Urban Revitalization Plan ("Amended and Restated Plan" or "Plan") has been prepared, the purpose of which is to consolidate the Original Plan and the

Amendments into a single document and to amend the Plan's provisions to reflect recent legislative changes to Iowa Code Chapter 404 that take effect on July 1, 2024; and

WHEREAS, before such Amended and Restated Plan can be adopted, it is necessary that a public hearing be held thereon and that due notice be given in accordance with the requirements of Iowa Code Chapter 404.

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

Section 1. It is determined that the rehabilitation, conservation, redevelopment, economic development or a combination thereof of the Area is necessary in the interest of the public health, safety, or welfare of the residents of the City, and the Area substantially meets the criteria of Iowa Code Section 404.1 and the proposed Amended and Restated Plan, attached to this Resolution as Exhibit 1, is declared to substantially meet the criteria of Iowa Code Section 404.2.

Section 2. It is determined that it is in the best interests of the citizens of the City to hold a public hearing on the matter of the adoption of the Amended and Restated Plan at a regularly scheduled meeting of the City Council, on May 20, 2024, at 5:00 P.M., in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa.

Section 3. That the City Clerk be and is hereby directed to publish a notice of a public hearing on the Amended and Restated Plan, at least once not less than seven (7) days and not more than twenty (20) days prior to the date of said public hearing, as provided in Iowa Code Section 404.2(6); May 20, 2024 should be the next regularly scheduled City Council meeting after the publication of notice.

Section 4. Be it further resolved that copies of the Amended and Restated Plan be made available to the public through the office of the City Clerk.

Section 5. The notice of the proposed hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY
OF STORM LAKE, IOWA, ON THE MATTER OF THE ADOPTION OF A
PROPOSED AMENDED AND RESTATED STORM LAKE URBAN
REVITALIZATION PLAN FOR THE STORM LAKE URBAN
REVITALIZATION AREA

Public notice is hereby given that the City Council of the City of Storm Lake, Iowa, will hold a public hearing at its meeting which begins at 5:00 P.M. on May 20, 2024, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take action on the adoption of an Amended and Restated Storm Lake Urban Revitalization Plan ("Amended and Restated Plan" or "Plan") for the Storm Lake Urban Revitalization Area ("Urban Revitalization Area" or "Area") described therein, under the authority of Iowa Code Chapter 404.

The purpose of the Amended and Restated Plan is to consolidate the Original Storm Lake Urban Revitalization Plan, adopted in February 2005 and the subsequent amendments to the original plan into a single document, and make updates to reflect recent legislative changes to Iowa Code Chapter 404 that take effect on July 1, 2024.

Any persons interested may appear at said meeting of the Council and present evidence for or against the adoption of the Amended and Restated Plan. The proposed Amended and Restated Plan is on file in the office of the City Clerk and available for public inspection or copying during ordinary business hours.

This notice is given by order of the City Council of the City of Storm Lake, Iowa, pursuant to Iowa Code Section 404.2.

Dated this _____ day of _____, 2024.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

PASSED AND APPROVED this 6th day of May, 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

EXHIBIT 1

AMENDED AND RESTATED STORM LAKE URBAN REVITALIZATION PLAN

FOR THE STORM LAKE URBAN REVITALIZATION AREA

CITY OF STORM LAKE, IOWA

2024

**AMENDED AND RESTATED
STORM LAKE URBAN REVITALIZATION PLAN
FOR THE
STORM LAKE URBAN REVITALIZATION AREA**

CITY OF STORM LAKE, IOWA

I. INTRODUCTION AND HISTORY

The Urban Revitalization Act, Chapter 404 of the *Code of Iowa*, is intended to encourage development, redevelopment, and revitalization within a designated area of a city by authorizing property tax development incentives to the private sector. Qualified real estate within a designated area may be eligible to receive a total or partial exemption from property taxes on improvements for a specified number of years. The primary intent of this act is to provide communities with a long-term increase or stabilization in their tax base by encouraging rehabilitation or new construction which might not otherwise have occurred.

The City Council of the City of Storm Lake, Iowa (the “City”) has previously adopted the Storm Lake Urban Revitalization Plan (the “Original Plan”) to establish an urban revitalization area within the City under the provisions of Iowa Code Chapter 404, known as the Storm Lake Urban Revitalization Area (the “Area” or “Revitalization Area”). The Original Plan was adopted by Resolution of the City Council on February 21, 2005 and was subsequently amended by an Amendment No. 1 to the Original Plan adopted on March 3, 2014, an Amendment No. 2 to the Original Plan adopted on November 5, 2018, and an Amendment No. 3 to the Original Plan adopted on April 19, 2021.

The City is now adopting this Amended and Restated Storm Lake Urban Revitalization Plan (the “Amended and Restated Plan” or “Plan”) in order to consolidate the Original Plan and the prior amendments into a single document and to update the Plan’s provisions to reflect recent legislative changes to Iowa Code Chapter 404, which are scheduled to take effect on July 1, 2024.

Upon adoption of this Amended and Restated Plan, this Amended and Restated Plan shall replace the Original Plan, as previously amended. In case of any conflict or uncertainty, the terms of this Amended and Restated Plan shall control. Any parts of the Original Plan, as previously amended, in conflict with this Amended and Restated are hereby repealed.

II. DESCRIPTION OF REVITALIZATION AREA

The Revitalization Area includes all real property within the City’s corporate limits and any property annexed into the City as of the effective date of its annexation to the City. A map of the Revitalization Area, as of the Amended and Restated Plan’s effective date, is attached hereto as Exhibit A.

The City may amend the land included in the Revitalization Area by adoption of future amendments to this Plan and by the adoption of additional designating ordinances or the repeal of existing designating ordinances.

III. DESIGNATION OF REVITALIZATION AREA

Iowa Code Chapter 404 provides that the City Council may designate an area of the City as a revitalization area, if that area meets any of the criteria set forth in Iowa Code Section 404.1. The City has previously designated the Revitalization Area as an urban revitalization area under the criteria of Section 404.1(4) and Section 404.1(5), which respectively provide the following criteria:

4. “An area which is appropriate as an economic development area as defined in section 403.17.” [Iowa Code Section 403.17(10) provides that “economic development area” means an area of

a municipality designated by the local governing body as appropriate for commercial and industrial enterprises or housing and residential development for low and moderate income families, including single or multi-family housing.]

5. "An area or an area designated as appropriate for public improvements related to housing and residential development, or construction of housing and residential development, including single or multi-family housing."

With the adoption of this Amended and Restated Plan, the City Council affirms that the rehabilitation, conservation, redevelopment, economic development, or a combination thereof, of the Revitalization Area, is necessary in the interest of the public health, safety, and welfare of the residents of the City and that the Revitalization Area substantially meets the criteria established in Section 404.1 of the *Code of Iowa* for a revitalization area.

IV. EXISTING ZONING

Existing zoning classifications of the property within the Area include:

RES — Reserve
R-1 — Low Density Residential
R-2 — Low Medium Density Residential
R-3 — Medium Density Residential
R-4 — High Density Residential
IN-1 — Public Services
IN-2 — Institutional Facilities
IN-3 — Hospital Medical Facilities
PO — Park, Recreation and Open Space
LC — Limited Commercial
CC — Community Commercial
CBD — Central Business District
LI — Limited Industrial
GI — General Industrial

The City's zoning ordinance(s) and a detailed zoning map are available for public inspection at City Hall.

V. EXISTING AND PROPOSED LAND USE

Existing land use categories are the same as the zoning classifications described above.

New and expanded commercial, industrial, and residential development, including improvements to and revitalization of existing commercial, industrial, and residential structures, is proposed for the Revitalization Area, in accordance with the City's zoning ordinance(s) and the City's Comprehensive Plan.

VI. PROPOSALS FOR EXPANDING CITY SERVICES

No extensions or upgrades to existing municipal services or infrastructure are currently planned as part of this Plan. As development and redevelopment within the Revitalization Area warrants, municipal services within the Revitalization Area will be expanded and improved, as needed and as financially feasible, to serve new and expanded development.

VII. ELIGIBLE IMPROVEMENTS

The Plan is applicable to all of the property in the Revitalization Area assessed as residential, commercial, or industrial (“Eligible Property”).

Improvements to Eligible Property, including rehabilitation and additions to any existing buildings on Eligible Property and new construction of buildings on vacant Eligible Property or on Eligible Property with existing buildings, which increase the actual assessed value of the Eligible Property by at least ten percent (10%) for Eligible Property are “Qualifying Improvements” under this Plan.

“Actual Value Added by the Qualifying Improvements” or “Actual Value Added,” as used in this Plan, means the actual value added by Qualifying Improvements to the assessed value of the Eligible Property as of the first year for which the exemption is received.

All Qualifying Improvements, in order to be considered eligible for tax abatement, must be completed in conformance with all applicable ordinances and regulations for the City and must be completed during the time the Eligible Property was designated as a revitalization area (under this Amended and Restated Plan or under the Original Plan).

VIII. TIME FRAME

Revitalization activities in the Revitalization Area shall be eligible under this Plan until the City repeals or amends the ordinance(s) establishing the Revitalization Area, or repeals or amends the exemption benefits contained in this Plan.

If at any time, in the opinion of the City Council, the desired level of revitalization has been attained or economic conditions are such that the continuation of the exemptions granted in the Plan would cease to be of benefit to the City, then, pursuant to Iowa Code Section 404.7, the City Council may repeal the ordinance(s) designating the Revitalization Area, or any portion of the Revitalization Area. Following the repeal of the ordinance(s) designating the Revitalization Area, all previously approved exemptions shall continue until their expiration. The City reserves the right to extend, amend, terminate, or repeal the Plan and/or the designating ordinances to the extent allowed by law.

IX. EXEMPTIONS

The following exemption schedules are available under this Plan for Eligible Properties located within the Revitalization Area to which Qualifying Improvements are made:

Residential Property

All Eligible Property assessed as residential property is eligible to receive a one hundred percent (100%) exemption from taxation on the first seventy-five thousand dollars (\$75,000) of the Actual Value Added by Qualifying Improvements; provided, however, that the exemption from taxation shall not apply to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D. The exemption is for a period of five (5) years.

Multi-Residential Property (3+ Separate Dwelling Units)

All Eligible Property assessed as residential property under Iowa Code Section 441.21(14)(a)(6), having three or more separate dwelling units, is eligible to receive a one hundred percent (100%) exemption from taxation on the Actual Value Added by Qualifying Improvements; provided, however, that the exemption from taxation shall not apply to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D. The exemption is for a period of ten (10) years.

This exemption is available for this particular subset of residential property in lieu of the general residential property exemption set forth above, and is made available to further the City's planning objectives with respect to ensuring the availability of a variety of housing options and promoting the development of multi-family residential properties.

Commercial Property

All Eligible Property assessed as commercial property is eligible to receive an exemption from taxation on the Actual Value Added by Qualifying Improvements under one of the following exemption schedules. The property owner shall identify which exemption schedule is selected on the application submitted to the City.

- A. A one hundred percent (100%) exemption from taxation on the Actual Value Added by Qualifying Improvements. The exemption is for a period of three (3) years.
- B. An exemption from taxation on a percentage of the Actual Value Added by Qualifying Improvements, over a period of ten (10) years, exempting the following percentage of the Actual Value Added by Qualifying Improvements in the respective year of the schedule:

Year 1 - 80%	Year 6 - 40%
Year 2 - 70%	Year 7 - 30%
Year 3 - 60%	Year 8 - 30%
Year 4 - 50%	Year 9 - 20%
Year 5 - 40%	Year 10 - 20%

Abandoned Property

All Eligible Property determined to be abandoned property pursuant to Iowa Code Section 404.3B (meeting the definition of "abandoned" in Iowa Code Section 657A.1) shall be eligible to receive a one hundred percent (100%) exemption from taxation on the Actual Value Added by Qualifying Improvements; provided, however, for properties assessed as residential, the exemption from taxation shall not apply to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D. The exemption is for a period of five (5) years.

X. APPLICATION PROCEDURES

Property owners must file an application, on the form provided by the City, for each new exemption claimed. The application shall be filed by the property owner with the City Council by February 1 of the assessment year for which the exemption is first claimed, but not later than the year in which all improvements included in the project are first assessed for taxation, or the following two assessment years. The application shall contain, but is not limited to the following information:

- The nature of the improvement(s);
- The cost of the improvement(s);
- Estimated or actual completion date of the improvement(s);
- The tenants that occupied the property on the date the City adopted the resolution adopting the Original Plan, if known; and
- Identification of which exemption option the property owner is applying for under this Plan.

Additional Requirement for Properties Assessed as Commercial: Property owners submitting applications on or after July 1, 2024 for improvements to property assessed as commercial must also enter into a written assessment agreement with the City, in substantially the form attached as Exhibit B, specifying a minimum actual value for the completed improvements, consistent with and to the extent required by the provisions of Iowa Code Section 404.3C in effect at the time the application is submitted to the City.

Property owners may submit a proposal for an improvement project to the City Council to receive prior approval for eligibility for a tax exemption on the project. The City Council shall give its prior approval if the project is in conformance with this Plan for revitalization. However, if the proposal is not approved, the owner(s) may submit an amended proposal for the City Council to approve or reject. Such prior approval shall not entitle the owner(s) to exemption from taxation until the improvements have been completed and found to be qualified for the exemption under this Plan.

XI. APPLICATION REVIEW

The City Council shall, subject to review by the County Assessor, approve all applications submitted for approval if:

1. The project, as determined by the City Council, is in conformance with this Plan and all other requirements of City Code, including, but not limited to, zoning and building code requirements; and
2. The project is located within the Revitalization Area; and
3. The improvements were made during the time the Revitalization Area was so designated.

The City Council will determine which exemption is applicable to the project (if any), subject to review by the County Assessor, based upon the terms of the Plan in effect when the application is reviewed and approved by the Council.

All approved applications shall be forwarded to the County Assessor by March 1 for review, pursuant to Iowa Code Section 404.5. The County Assessor shall make a physical review of all properties with approved applications. The County Assessor shall determine the increase in actual value for tax purposes due to the improvements and notify the applicant of the determination, which may be appealed to the local board of review pursuant to the provisions of the Iowa Code. After the initial tax exemption is granted, the County Assessor shall continue to grant the tax exemption for the time period specified on the approved application. The tax exemptions for the succeeding years shall be granted without the owner(s) having to file an application for succeeding years.

XII. OTHER SOURCES OF REVITALIZATION FUNDS

The City is not aware of a federal, state, or private grant or loan program that is permanently a source of funding for residential improvements in the Revitalization Area. However, it is not the intention of the City to prohibit the use of any other appropriate federal or state revitalization or incentive programs within the Revitalization Area. The City Council encourages all property owners to investigate other public and private funding sources for improvements to real property, and to apply to those sources which are applicable to the types of improvements being proposed.

XIII. RELOCATION PROVISIONS

The City does not anticipate the displacement or relocation of any persons, families, or businesses as a result of the improvements to be made in the Revitalization Area. However, if the relocation or displacement of a qualified tenant results from a property owner's action to qualify for a tax exemption under this Plan, upon the City's verification of such relocation or displacement, the City may require the property owner to compensate the qualified tenant for at least one month's rent and actual relocation expenses. A "qualified tenant" means the legal occupant of a residential dwelling unit which is located within the designated Revitalization Area and who has occupied the same dwelling unit continuously since one year prior to the adoption of the Original Plan.

XIV. ASSESSED VALUATIONS AND OWNERS OF RECORD

Listings of the names and addresses of the owners of record for all real estate in the Revitalization Area, along with the assessed valuations stated separately for land and buildings for the real estate, as of the adoption dates of the Original Plan, are maintained in the office of the City Clerk.

XV. LIMITATION TO ELIGIBILITY FOR PROPERTY IN URBAN RENEWAL AREA

The City has one or more urban renewal areas that may overlap with the Revitalization Area and, in the future, may establish additional urban renewal areas that overlap with the Revitalization Area. The City has a tax increment financing program within these urban renewal areas that is designed to provide incentives for development. Accordingly, a property that, in the determination of the City Council, is within an urban renewal area and is receiving either direct or indirect benefits that were financed through a tax increment financing program, shall not be eligible for tax abatement under this Plan absent specific approval from the City Council.

XVI. SEVERABILITY

If any part of the Amended and Restated Plan is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted urban revitalization plans as a whole or any part of the previously adopted urban revitalization plans, prior amendments to revitalization plans, or the Amended and Restated Plan not determined to be invalid or unconstitutional.

XVII. EFFECTIVE DATE

This Amended and Restated Plan shall be effective upon the approval of a resolution by the City Council adopting the Amended and Restated Plan ("Effective Date").

Applications submitted under this Plan following the Effective Date shall be eligible to apply only for those exemptions contained in this Amended and Restated Plan, subject to the terms of the Plan. All exemptions awarded prior to the Effective Date shall continue until their expiration.

EXHIBIT A
MAP OF REVITALIZATION AREA
(as of Amended and Restated Plan's adoption)



4/29/2024, 4:14:25 PM

City Limits

1:72,224
0 0.45 0.9 1.8 mi
0 0.5 1 2 km

EXHIBIT B
FORM OF MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT ("Minimum Assessment Agreement") is dated as of _____, 20____, by and between the City of Storm Lake, Iowa (the "City"), an Iowa municipal corporation, and [PROPERTY OWNER, a(n) Iowa _____] ("Owner").

WHEREAS, consistent with the provisions of the City's Amended and Restated Storm Lake Urban Revitalization Plan (the "Plan"), the Owner has submitted an Application for Tax Abatement dated as of _____, 20____ (the "Application") regarding certain commercial real estate owned by Owner and located in the Storm Lake Urban Revitalization Area, which real estate is legally described as follows:

[LEGAL DESCRIPTION]

(the "Property"); and

WHEREAS, the Application describes certain improvements that have been or are proposed to be constructed on the Property (the "Eligible Improvements"); and

WHEREAS, pursuant to Iowa Code Section 404.3C, the City and Owner desire to establish a Minimum Actual Value for the Eligible Improvements and Property following completion of the Eligible Improvements for the duration of the tax abatement requested by the Owner by submission of the Application, under the provisions of the Plan; and

WHEREAS, the Buena Vista County Assessor has reviewed the preliminary plans and specifications for the Eligible Improvements that are contemplated to be constructed.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Eligible Improvements, but in no event later than January 1, 20____, the minimum actual value fixed for assessment purposes for the Eligible Improvements and the Property (building and land value) in the aggregate shall be not less than _____ Dollars (\$_____), before rollback.

The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, 20____ ("Assessment Termination Date"). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Property.

2. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Buena Vista County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer of the Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

3. This Minimum Assessment Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

4. Nothing herein shall be deemed to waive the rights of Owner from seeking administrative or legal remedies to reduce the actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Owner seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Minimum Assessment Agreement. This

Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

5. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

6. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate pursuant to the Assessment Termination Date set forth in Section 1 above.

[Remainder of this page is blank. Signatures start on the next page.]

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Minimum Assessment Agreement – City]

[OWNER]

By: _____

Print Name: _____

Its: _____

STATE OF _____)
COUNTY OF _____) SS

This record was acknowledged before me on this _____ day of _____, 20_____, by _____, as the _____ of [OWNER], on behalf of whom the record was executed.

Notary Public in and for said state

[Signature page to Minimum Assessment Agreement – Owner]

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Eligible Improvements to be constructed, and being of the opinion that the minimum actual value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows:

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of the improvement to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall be not less than \$_____.

Assessor for Buena Vista County, Iowa

Date

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

Subscribed and sworn to before me by _____, Assessor for Buena Vista County, Iowa
on this ____ day of _____, 20____.

Notary Public for the State of Iowa

Consistent with Iowa Code §404.3C, a copy of Iowa Code §404.3C is attached, as follows:

1. For revitalization areas established under this chapter on or after the effective date of this division of this Act and for first-year exemption applications for property located in a revitalization area in existence on the effective date of this division of this Act filed on or after the effective date of this division of this Act, commercial property shall not receive a tax exemption under this chapter unless the city or county, as applicable, and the owner of the qualified real estate enter into a written assessment agreement specifying a minimum actual value until a specified termination date for the duration of the exemption period.

2. a. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made to the property and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than\$

b. The assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

02339138\11149-139

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF BUENA VISTA

)

I, the undersigned City Clerk of the City of Storm Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Storm Lake, State of Iowa

(SEAL)

02345649\11149-139

After-hours Businesses That Permit Alcohol Consumption Ordinance- Moved by Council Member Martinez to approve setting a public hearing for May 20, 2024, at 5:00 pm at City Council Chambers for a City Ordinance establishing regulations for after-hours businesses that permit alcohol consumption beyond 2 am. Seconded by Council Member Ricklefs. Vote: All ayes. Motion carried.

Bloomfield Agreement (Kading Properties) - Moved by Council Member McKeon to adopt Resolution No. 52-R-2023-2024 approving and authorizing execution of a memorandum of agreement for private development by and between the City of Storm Lake and Bloomfield Acres, L.L.C. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

Stray Animal Work Session Cont.— City Manager Keri Navratil informed the Council of a question that came up from the April 15, 2024, City Council meeting as to what constitutes an emergency surgery if an animal is bleeding. Dr Johnson’s response was they would suture it and stitch it up.

Tourism Activity Update - Communications Coordinator Dana Larsen gave an overview of the work he has done to promote tourism in Storm Lake. Dana presented a PowerPoint he created named Destination Storm Lake – Tourism Campaign and he also presented the advertising video created for The Soul of Iowa Tourism.

City Council Requested Items / City Council Updates – No items at this time.

City Manager Keri Navratil reminded the public of the City Council Round Table discussion to be held May 13th, 2024, at 5:30 pm at Chautauqua Shelter House to allow for members of the public to come and talk to City Council members one-on-one.

Adjourn - Moved by Council Member Ramos to adjourn at 6:36 pm. Seconded by Council Member Martinez. Vote: All ayes. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

**CITY OF STORM LAKE CHAUTAUQUA SHELTER HOUSE 410 LAKESHORE DRIVE
EAST SIDE SPECIAL COUNCIL SESSION MEETING, MAY 13, 2024, 5:30 PM**

Present: Mayor Michael Porsch, Council Members Maggie Martinez, Matt Ricklefs, Maria Ramos, and Member Meg McKeon. Absent: Council Member Kevin McKinney.

Also Present: Assistant City Manager David Derragon, Communications Coordinator Dana Larsen, and City Clerk Mayra Martinez.

Mayor Porsch called the meeting to order at 5:30 pm.

Round Table Discussions – The City Council and Mayor conversed with residents regarding various concerning topics that were brought forward.

Adjourn – The City Council Round Table discussions adjourned at 6:47 pm.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Boards & Commissions Application

05/09/2024 5:19 PM (CDT)



City of Storm Lake Board & Commission Application

First Name	Rebecca
Last Name	Quesnell
Street Address	1116 Maywood Drive
City	Storm Lake
State	IA
Zip Code	50588
Phone Number	2698705889
Business Phone	7127322241
Email	rebecca.quesnell@transagra.com

How many years have you lived in Storm Lake 6

List any volunteer/civic/community activity in which you have been involved: Volunteer activity in Storm Lake: Storm Lake Downtown Design Charrette, Iowa Economic Development Downtown Assessment Interviews, Entertainment Support for the Farmers Market (through the Chamber of Commerce), Volunteer at Chamber Events with Breanna Horsey, BVU Student Internships (through TransAgra International), BVU Practice with the Pro's (interview practice for seniors), Volunteer activity in other cities: Trinity Community ESL, Red Cross Collection Boxes during disasters, Katrina Relief Blue House Project, Girls Researching Our World (GROW) STEM Education Event, Pfizer Animal Health Take Your Child to Work Day, Missions Director at Trinity Lutheran Church and School Board, Sunday School Superintendent, Vacation Bible School Teacher, Kalamazoo Arts, Math, and Science Center Mentor, Cully Neighborhood Community Board, Crystal Chords, Manhattan High School and Anthony Middle School Teaching Volunteer (Science Projects), Volunteer Director for Trinity Lutheran School Science Fair, National Volunteer Activities: American Feed Ingredient Association Global Affairs Committee, National Mastitis Council Milk Quality Committee/Education Committee

Occupation	Chief Operations Officer, Research and Development Director
Employer	TransAgra International Inc.

Please check the following City board or commission to which you would like to be appointed:

Library Board (6 years)

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

The library offers children and adults so many opportunities to express themselves and learn new things, go on amazing adventures and improve their here and now, reach out to others and find their own path. The community library has been a central hub in so many of the cities where my family and I have lived (including Santa Fe, NM; Denver, CO; Yakima, WA; Portland, OR; Tulare, CA; Manhattan, KS; Ithaca, NY; Kalamazoo, MI; Jonesboro, AR; Waikoloa, HI; Rogers, AR; and now Storm Lake, IA). I would like to be a part of enriching that feeling for children, teens, and adults in the Storm Lake area.

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

Do you or any immediate family member own or are part owners of a business doing business with the City of Storm Lake? No

Are you employed by any business doing business with the City of storm Lake? No

Is your salary/bonus determined by financial performance of the company or do you receive a commission? No

I certify that all answers are correct and true.



Date 05/09/2024

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

Thank you for contacting us. We have received your message and appreciate you reaching out.

Have a great day!

Additional instructions are on the final page.

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Legal name/Doing business as (DBA): CASEY'S # 3030

Iowa sales and use tax account number: 0-00-007787

Retail address: 825 FLINDT DR City: STORM LAKE State: IA ZIP: 50588

Mailing address: ONE SE CONVENIENCE BLVD. City: ANKENY State: IA ZIP: 50021

Phone: 7127324192

Legal Ownership Information:

Type of ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP: CASEY'S MARKETING COMPANY

Primary office address: ONE SE CONVENIENCE BLVD. City: ANKENY State: IA ZIP: 50021

Phone: 515-446-6404 Fax: 515-446-6303 Email: LICENSINGTEAM@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐ Vending machine that assembles cigarettes ☐ Delivery sales of alternative nicotine/vapor products (see instructions) ☐

Mobile sales (see instructions) ☐ VIN: _____ License plate number: _____

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative nicotine products ☒ Vapor products ☒

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐

Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Other (provide description) ☐ _____

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

YES, CASEY'S HAS 557 LOCATIONS IN IOWA HOLDING A TOBACCO LICENSE.

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: SEE ATTACHED Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: DOUGLAS BEECH, ASSISTANT SECRETARY

Printed name: _____

Signature: Douglas M. Beech

Signature: _____

Date: 04/01/2024

Date: _____

Printed name: _____

Signature: _____

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: FY 24-25-01
- Fill in the name of the city or county issuing the permit: City of Storm Lake
- New ☐ Renewal ☒

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375



Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

tax.iowa.gov

Additional instructions are on the final page.

For period (MM/DD/YYYY) 07/01/24 through 06/30/25

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:Legal name/Doing business as (DBA): Carroll's Tobacco outlet / R Smoke plus LLC ^{DBA}Iowa sales and use tax account number: 3-01-106922Retail address: 1417 North Lake Ave City: Storm Lake State: IA ZIP: 50588Mailing address: 9817 211th St W City: Lakeville State: MA ZIP: 55044Phone: 952-687-9952**Legal Ownership Information:**Type of ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP: Carroll's Tobacco outlet / R Smoke plus LLCPrimary office address: 9817 211th St W City: Lakeville State: MA ZIP: 55044Phone: 952-687-9952 Fax: _____ Email: _____**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐ Vending machine that assembles cigarettes ☐ Delivery sales of alternative nicotine/vapor products (see instructions) ☐Mobile sales (see instructions) ☐ VIN: _____ License plate number: _____

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative nicotine products ☒ Vapor products ☒**Type of Establishment: (Select the options that best describe the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☒Other (provide description) ☐ _____

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

Spirit Lake, Sioux City, Perry, Carroll #3-01-107022

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.Name: LaFi Alaghabawi Title: owner/officerAddress: 9817 211th St WCity: Lakeville State: MA ZIP: 55044

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)Printed name: Lafi Alaghabawi

Printed name: _____

Signature: [Signature]

Signature: _____

Date: 5/27/2024

Date: _____

Printed name: _____

Signature: _____

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: FY 24-25-02
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: City of Storm Lake
- New ☐ Renewal ☒

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Additional instructions are on the final page.For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:Legal name/Doing business as (DBA): Fareway Stores, Inc. #461Iowa sales and use tax account number: 111001950Retail address: 731 Seneca Street City: STORM LAKE State: IA ZIP: 50588Mailing address: PO Box 70, Attn: Tracey Wilson City: Boone State: IA ZIP: 50036Phone: 712-732-6203**Legal Ownership Information:**Type of ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP: Fareway Stores, Inc.Primary office address: 715 8th St, PO Box 70 City: Boone State: IA ZIP: 50036Phone: 515-433-5336 Fax: 515-433-4416 Email: storelicenses@farewaystores.com**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐ Vending machine that assembles cigarettes ☐ Delivery sales of alternative nicotine/vapor products (see instructions) ☐
Mobile sales (see instructions) ☐ VIN: _____ License plate number: _____

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative nicotine products ☒ Vapor products ☒**Type of Establishment: (Select the options that best describe the establishment)**

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Other (provide description) ☐ _____

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

NA

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.Name: ** See Attached Schedule #1 ** Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)Printed name: Garrett S Piklapp

Printed name: _____

Signature: 

Signature: _____

Date: 04/07/2024

Date: _____

Printed name: _____

Signature: _____

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: 05-20-24
- Fill in the permit number issued by the city/county: FY 24-25-04
- Fill in the name of the city or county issuing the permit: City of Storm Lake
- New ☐ Renewal ☒

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375



Wholesale Office
2300 Industrial Park Road, P.O. Box 70
Boone, IA 50036-0070
Phone: 515-432-2623
Fax: 515-433-4416

List of Suppliers:

#1

Midwest Quality Wholesale Inc.

2300 Industrial Park Rd

PO Box 70

Boone, IA 50036

Iowa Cigarette Permit or Tobacco License #860401584



Corporate Headquarters
 715 8th Street, P.O. Box 70
 Boone, IA 50036-0070
 Phone: 515-432-2623
 Fax: 515-432-3304

Name & SS #	Title	Home Address	DOB	% of Share
Garrett Stewart Piklapp 485-98-4541	President	105 Iron Drive Huxley, IA 50124	6/4/1981	0.00%
Jeff Donald Dighton 479-96-1542	Treasurer	1204 Nightingale Place Boone, IA 50036	10/20/1971	0.00%
The Fareway Control Trust Scott H. Beckwith, Trustee 35-7000858		715 8th Street Boone, IA 50036		57.03%
Fred E. Vitt Control Trust Frederick J. Vitt, Trustee 35-7033622		Box 246 Boone, IA 50036		11.09%
Various individuals & Trusts, each holding less than 5% of the stock				31.88%

Additional instructions are on the final page.For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:Legal name/Doing business as (DBA): Murphy USA #6923Iowa sales and use tax account number: 1-90-014945Retail address: 1829 Lake Avenue City: Storm Lake State: IA ZIP: 50588Mailing address: PO Box 7300 City: El Dorado State: AR ZIP: 71731Phone: (712) 732-2717**Legal Ownership Information:**Type of ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP: Murphy Oil USA, Inc.Primary office address: PO Box 7300 City: El Dorado State: AR ZIP: 71731Phone: (870) 875-7600 Fax: (870) 875-7670 Email: permits_licensing@murphyusa.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐ Vending machine that assembles cigarettes ☐ Delivery sales of alternative nicotine/vapor products (see instructions) ☐Mobile sales (see instructions) ☐ VIN: _____ License plate number: _____

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative nicotine products ☒ Vapor products ☒**Type of Establishment: (Select the options that best describe the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Other (provide description) ☐ _____

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

22 Stores - See Attached

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.Name: Gregory L. Smith Title: Vice President, General Counsel & Corporate SecretaryAddress: 247 Fawnwood CircleCity: El Dorado State: AR ZIP: 71730Name: Christopher A. Click Title: Executive Vice President, Strategy, Growth & InnovationAddress: 4416 San Gabriel DriveCity: Dallas State: TX ZIP: 75229

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Name: Malynda Kaay West Title: Executive Vice President, Chief Financial Officer and Treasurer
 Address: 264 Rainwater Road
 City: El Dorado State: AR ZIP: 71730

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: Jerri Greer Printed name: _____
 Signature:  Signature: _____
 Date: 05/01/2024 Date: _____
 Printed name: _____
 Signature: _____
 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: 05-20-24
- Fill in the permit number issued by the city/county: FY 24-25-05
- Fill in the name of the city or county issuing the permit: City of Storm Lake
- New ☐ Renewal ☒

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Store Name	Street Address	City	County	State	Zip Code	Permit Number
Murphy USA #5806	1502 N. Jefferson Street	Indianola	Warren	IA	50125	2023-16
Murphy USA #6513	200 Iowa Speedway Dr.	Newton	Jasper	IA	50208	23-25
Murphy USA #6518	906 W. Bell Avenue	Knoxville	Marion	IA	50138	2024-09
Murphy USA #6538	3010 1st Avenue S.	Fort Dodge	Webster	IA	50501	FY24-38438
Murphy USA #6795	4059 4th Street SW	Mason City	Cerro Gordo	IA	50401	23-18
Murphy USA #6843	3420 Singing Hills Blvd.	Sioux City	Woodbury	IA	51106	24-23636
Murphy USA #6849	2346 Virginia Avenue	Clinton	Clinton	IA	52732	2023-04
Murphy USA #6850	5805 Elmore Avenue	Davenport	Scott	IA	52807	50000909
Murphy USA #6921	3115 Floyd Blvd.	Sioux City	Woodbury	IA	51108	24-25305
Murphy USA #6923	1829 Lake Avenue	Storm Lake	Buena Vista	IA	50588	FY 23-24-05
Murphy USA #6945	1939 Venture Drive	Ottumwa	Wapello	IA	52501	2342-2024
Murphy USA #6970	518 Brandilynn Blvd.	Cedar Falls	Black Hawk	IA	50613	1185-025-24
Murphy USA #6973	3315 W. Kimberly	Davenport	Scott	IA	52801	50001069
Murphy USA #6976	208 W. Agency Road	West Burlington	Des Moines	IA	52655	2022-04
Murphy USA #7003	907 E. Baker Street	Mount Pleasant	Henry	IA	52641	2022-11
Murphy USA #7005	2201 A Avenue West	Oskaloosa	Mahaska	IA	52577	223/24-13
Murphy USA #7077	3450 Main Street	Keokuk	Lee	IA	52632	2023-7
Murphy USA #7164	1903 E. 7th Street	Atlantic	Cass	IA	50022	23-9
Murphy USA #7287	5497 Business Hwy 151	Marion	Linn	IA	52302	1419
Murphy USA #7594	1006 SE National Drive	Ankeny	Polk	IA	50023	2024-35
Murphy USA #7775	3030 Edgewood Rd. SW	Cedar Rapids	Linn	IA	52404	CIG005874-05-2023
Murphy USA #7776	3405 8th St. SW	Altoona	Polk	IA	50009	2023-016



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Hy-Vee, Inc.

NAME OF BUSINESS(DBA)

Hy-Vee

BUSINESS

(515) 267-2800

ADDRESS OF PREMISES

1250 N Lake St

PREMISES SUITE/APT NUMBER

CITY

Storm
Lake

COUNTY

Buena
Vista

ZIP

50588-0000

MAILING ADDRESS

5820 Westown Pkwy

CITY

West Des Moines

STATE

Iowa

ZIP

50266-0000

Contact Person

NAME

Katie Nylen

PHONE

(515) 267-2800

EMAIL

knylen@hy-vee.com

License Information

LICENSE NUMBER

LE0000543

LICENSE/PERMIT TYPE

Class E Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

July 1, 2024

TENTATIVE EXPIRATION DATE

June 30, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Michael Jurgens	Urbandale	Iowa	50322	EVP, Secretary	0.00	Yes
Katie Nylan						
Jeremy Gosch	Urbandale	Iowa	50323	CEO	0.00	Yes
Andrew Schroeder	Johnston	Iowa	50131	AVP, Assistant Controller	0.00	Yes
Morgan Beier						
Kelly Palmer						
Owen Turk						

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Staff Summary

05/20/2024

Agenda Item # D.2.



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 Pointe's bills. As the reader reviews the information they should note the following key notes: Costs associated with any major capital project (those bid under the State of Iowa Bid Law) are excluded from the calculation Costs associated with travel is excluded from the calculation and % Costs associated with payroll is excluded from the calculation and % In some cases there is only one vendor or an item is only available from vendors outside of the City limits and/or Buena Vista County – we have not identified these some departments have fairly minor budgets and a major purchase can skew the % and or amount for a given review period (For Example: the Airport may have normally \$4,000 - \$6,000 in expenses until they purchase Jet Fuel or Av Gas which can be \$10,000 + and as a vendor who is not local this can skew the information for that review period) Local has been determined to be has an office front in the area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here) As with all analytical data it is possible to interpret the numbers in a variety of ways and as we move forward we would be happy to provide further detail and or revise the way in which we show the data. Likewise if you have any questions or concerns please don't hesitate to contact city staff.

FISCAL IMPACT:

Breakout

Buena Vista County

Calculated Expenses

10,998.87

Contract/Agreement	619,406.13
Local	165,261.12
Non-Local	102,492.52
Payroll/UB Refunds/Pyrl Tax & Ins	<u>149,300.78</u>
TOTAL EXPENSES:	\$1,047,459.42

RECOMMENDATION: Approve Buy Local Information

ATTACHMENTS:

[5/20/2024 Project Report.pdf](#)

Summary

Project Summary							
Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
OP1.122814	Richland Street, Phase 2 Improvem...	174,107.75	0.00	174,095.25	0.00	174,095.25	12.50
OP1.125106	BRIC	212,709.99	212,709.99	212,709.99	0.00	212,709.99	0.00
OP1.126252	Comprehansive Plan & Zoning Code U...	125,880.00	0.00	125,824.50	0.00	125,824.50	55.50
OP1.131538	Memorial Road Street & Utility Impro...	3,894,220.00	3,894,220.00	331,737.00	48,925.78	380,662.78	3,513,557.22
OT5.128791	Runway 17/35 Lighting Replacement	410,741.68	410,741.68	96,802.87	0.00	96,802.87	313,938.81
19-22797	Memorial Lift Station Improvements	2,533,320.00	0.00	2,554,600.96	0.00	2,554,600.96	-21,280.96
20-HSG-022	2021 Housing Sustainability Project	224,994.00	224,994.00	181,283.12	0.00	181,283.12	43,710.88
21-26215	Downtown Master Plan	113,000.00	0.00	103,650.00	0.00	103,650.00	9,350.00
22-26698	Storm Lake WTP- Well No. 21	1,789,929.00	1,789,929.00	727,938.34	33,879.09	761,817.43	1,028,111.57
22-26815	W 6th Street Utilities Extension	314,241.49	314,241.49	318,517.58	0.00	318,517.58	-4,276.09
22-27926	Storm Lake WTP- Well #22	149,200.00	149,200.00	63,402.50	0.00	63,402.50	85,797.50
23-092	King's Pointe Remodel/Refresh	446,537.52	446,537.52	347,417.02	42,343.55	389,760.57	56,776.95
23-29446	WWTP UV Disinfection Building	189,472.00	189,472.00	27,880.00	0.00	27,880.00	161,592.00
23-29447	College & 3rd St Lift Station Replacem...	185,000.00	185,000.00	109,640.00	0.00	109,640.00	75,360.00
FEMA HMGP (HMA) 4483	FEMA HMGP (HMA) 4483	373,560.00	373,560.00	0.00	22,170.50	22,170.50	351,389.50
HTG322020	T-Mobile Hometown Grant Q-3-22	0.00	0.00	45,619.48	0.00	45,619.48	-45,619.48
IA0091	SL Elevated Water Storage- Tower #5	7,384,100.15	7,384,100.15	513,412.87	0.00	513,412.87	6,870,687.28
New	Lead Service Line Replacement Prelim...	15,500.00	0.00	0.00	0.00	0.00	15,500.00
OP1.125220	4th Street Watermain Improvement P...	553,406.16	0.00	581,342.16	0.00	581,342.16	-27,936.00
P11.118940	Oneida Street Reconstruction from RR...	2,526,433.98	0.00	2,513,334.28	0.00	2,513,334.28	13,099.70
P11.120411	Highway 7/110 Traffic Lane/Signalizat...	4,711,913.90	1,210.58	4,930,668.05	19,343.00	4,950,011.05	-238,097.15
SP21122	SL Library CDBG- COVID (CV) Grant	634,285.27	634,285.27	634,285.27	0.00	634,285.27	0.00
Report Total:		26,962,552.89	16,210,201.68	14,594,161.24	166,661.92	14,760,823.16	12,201,729.73

Group Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	410,741.68	410,741.68	96,802.87	0.00	96,802.87	313,938.81
ARPA Project	1,789,929.00	1,789,929.00	727,938.34	33,879.09	761,817.43	1,028,111.57
Building Resilient Infrastructure and C...	212,709.99	212,709.99	212,709.99	0.00	212,709.99	0.00
Economic Development	778,115.49	539,235.49	774,894.68	0.00	774,894.68	3,220.81
King's Pointe Resort Projects	446,537.52	446,537.52	347,417.02	42,343.55	389,760.57	56,776.95
Library Project	634,285.27	634,285.27	634,285.27	0.00	634,285.27	0.00
Sanitary Sewer Projects	3,281,352.00	748,032.00	2,692,120.96	22,170.50	2,714,291.46	567,060.54
Street Construction	11,306,675.63	3,895,430.58	7,949,834.58	68,268.78	8,018,103.36	3,288,572.27
Water Project	8,102,206.31	7,533,300.15	1,158,157.53	0.00	1,158,157.53	6,944,048.78
Report Total:	26,962,552.89	16,210,201.68	14,594,161.24	166,661.92	14,760,823.16	12,201,729.73

Staff Summary

05/20/2024

Agenda Item # D.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: Brian Oakleaf Finance Director

SUBJECT: **Resolution No. 53-R-2023-2024 Setting the FY2024-2025 Fee Resolution**

BACKGROUND: Following the budget workshops and adoption of the FY2024-2025 budget, concurrence was made on adjusting/adding fees beginning July 1st, 2024. The considered fee adjustments include:

Fire Department:

- Removal of the False Alarm Fee. False alarm violations will be further handled by the municipal infraction process as set by City Code.

Police Department:

- Receiving an animal license via USPS mailing services is a new service provided. This fee would match the current USPS postage fee and be included with the animal licenses cost. This is only for those who elect to have the animal licenses delivered to them. The free option of pickup still remains in effect.

Sanitary Sewer Department:

- Includes a fee for sanitary sewer dumping at the Waste Water Treatment Plant in the amount of \$75.00 per load.
- In addition to the new dumping fee, a fee for the disposal of Industrial FOG (Fats, Oils, Grease) is \$300.00 per load.

Water Department:

- The proposed change in the shut off and turn on fee for water services in accordance with code 3-5-3 as a result of non-payment will become a universal amount of \$30.00 for each.
- The urgent/elective shut off fee of \$500.00 per occurrence would be applicable during emergency shut off scenarios when water loss is at an extreme and plumbers are unavailable.
- The bulk water salesman located near 433 Vilas road will include

a minimum \$15.00 fee for contractors using City water along with the current commercial rate per 1,000 gallons of water as set by Council Ordinance.

FISCAL IMPACT: These fee adjustments were considered and taken into consideration with the adoption of the FY2024-2025 budget.

RECOMMENDATION: Approve Resolution No.53-R-2023-2024 Setting the FY2024-2025 Fee Resolution.

ATTACHMENTS:
[Resolution No. 53-R-2023-2024 - FY2025 Proposed Fee Resolution.docx](#)

RESOLUTION NO. 53-R-2023-2024

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 1st, 2024.

<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	

Airport Hangar Rent (monthly fees)

Hangar A	\$75.00
12 Month Lease Discount Rate	\$65.00
Hangar B	\$75.00
12 Month Lease Discount Rate	\$65.00
Hangar C (VT)	\$400.00

Hangar D	\$92.00
12 Month Lease Discount Rate	\$80.00
Hangar E	\$110.00
12 Month Lease Discount Rate	\$95.00
Hangar F	\$156.00
12 Month Lease Discount Rate	\$135.00
FBO Stall	\$173.00
12 Month Lease Discount Rate	\$150.00
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)	\$100.00	5-1-1
Demolition Permit	\$50.00	
Pool Inspection	\$20.00	8-8-11
Re-inspection Fee (after 1 per inspection)	\$35.00	
No Show Fee (per event)	\$50.00	
Rental Registration Fee – Yearly (July 1st – June 30th)		
Base Registration Fee (per parcel and 1 unit)	\$10.00	5-8-9
Additional unit in excess of 1 (per unit)	\$5.00	5-8-9
Late Registration Fee - Per Landlord License	\$50.00	5-8-9
Additional unit in excess of 1 (up to 6 units)	\$50.00	
Property Maintenance Ordinance Appeal	\$150.00	Zoning Ord.
Variance Request	\$150.00	Zoning Ord.
Zoning Request	\$200.00	Zoning Ord.
Conditional Use	\$300.00	Zoning Ord.
Sub-Division Application Fee	\$300.00	
Sidewalk Repair Permit Fee	\$0	
New Construction Incentive		
Single Family Attached and Single Family Detached Dwelling Building Permit		
100% Water Meter Current Cost		
\$300 for homes that have construction costs under \$199,999		
\$600 for homes that have construction costs for \$200,000 and above		

Incentive

Rebate all the permit fee with the exception of the water meter if 50% of all costs related to construction, including flooring and appliances if purchased within City limits of Storm Lake. Itemized proof of receipts would be required to be submitted to City Hall.

Building & Sign Permit Fees

Building & Sign Permit <\$1,200	\$22.02	5-2-2
Building & Sign Permit \$1,200-2,000		5-2-2
\$22.02 + \$2.88 for each additional \$100.00 over \$1,200		
Building & Sign Permit \$2,001-25,000		5-2-2

\$45.06+ \$9.16 for each additional \$1,000.00 over \$2,000		
Building & Sign Permit \$25,001-50,000		5-2-2
\$255.74 + \$6.22 for each additional \$1,000.00 over \$25,000		
Building & Sign Permit \$50,001-100,000		5-2-2
\$411.24+ \$4.15 for each additional \$1,000.00 over \$50,000		
Building & Sign Permit \$100,001 or more		5-2-2
\$618.74+ \$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

False Alarm Fee (after 1)	\$150.00	4-7-16
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	\$325.00
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 and individual housing unit as defined by the Storm Lake Zoning Code.)	\$600.00
Junior Season Pass (17 and Under)	\$50.00
Electric Cart Storage	\$300.00
Gas Cart Storage	\$285.00
Locker Rent/yr	\$20.00
Golf Club Rental	\$10.00
Trail Fee (per day)	\$10.00
Pull Cart Rental	\$3.00
Pull Cart (year)	\$65.00
Trail Fee (year)	\$170.00
10 Round Punch Card	\$125.00
Discount Tickets – per 9 holes (sold in advance with minimum quantity of 50)	\$10.00
Weekday 9 Holes	\$15.00
Weekday 18 Holes	\$20.00
Weekend 9 Holes	\$20.00
Weekend 18 Holes	\$25.00
Cart Rental 9 Holes	\$16.00
Cart Rental 18 Holes	\$26.00
Yearly Cart Rental	\$350.00
Hall Rental	\$250.00
Hall Rental - Friday Setup Fee (Valid only after 5:00 pm Friday with following Sat. rental)	\$100.00
Hall Rental (weekday 4hrs or less)	\$100.00
Bar Setup Fee (Event Center Only)	\$100.00
9-Hole Course Rental Fee (Minimum 25 participants)	\$250.00
18-Hole Course Rental Fee (Minimum 25 participants)	\$400.00
*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

Police

Administrative Fee	\$30.00	
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)	\$75.00	5-1-3
Cat License – Not Neutered/Spayed (per year)	\$20.00	8-4-2
Neutered/Spayed (per year)	\$10.00	
Dog License – Not Neutered/Spayed (per year)	\$20.00	8-3-2
Neutered/Spayed (per year)	\$10.00	
Animal License Handling Fee	Current USPS Cost	
Fingerprinting	\$10.00	
Impound/Storage Fee (per day)	\$30.00	8-6-5
Impound Storage Fee – felony related (per day)	\$50.00	
Parking Fine	\$15.00	9-11-4
Report Copies	\$5.00	
Police Escort Fee – per hour, per unit	\$75.00	5-1-3
Emergency Response and/or Cleanup of Material (per hour)		
Police Vehicle (per vehicle)	\$75.00	

King's Pointe Outdoor Aquatic Center

Family Season Pass	\$350.00
(up to 6 family members can be included on Pass, Children 4 and under need not be on pass, as they are free.)	
Up to 4 additions of children 5-12 years old @ \$55 each	
Adult BV Resident Daily Pass (Age 12+)	\$8.00
Child BV Resident Daily Pass (Age 5-11)	\$5.00
Children (Age 5-11) Standard Pricing	\$12.00
Adults (Age 12+) Standard Pricing	\$15.00
4 and under	free
Twilight Pricing (after 3:00)	
Age 12+	\$7.50
Age 5-11	\$6.00
Age 0-4	free
Land Lovers	\$5.00
Daily Pass Punch Cards:	
10 Punches	\$100.00
20 Punches	\$180.00
30 Punches	\$250.00
50 Punches	\$400.00
Swim Lessons	\$40.00
Lap Swimming (per time)	\$4.00
Lap Swimming Punch Card:	
10 Punches	\$35.00
20 Punches	\$60.00
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 – 8 AM to 3 PM	\$50.00	3-4-19 & 3-5-3
Shut Off – After 3 PM	\$75.00	3-4-19 & 3-5-3
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 20th Day of May, 2024.

Michael Porsch, Mayor

ATTEST:

Nelda Kirkholm, Deputy City Clerk

Staff Summary

05/20/2024

Agenda Item # D.4.



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: Chris Cole Police Chief
SUBJECT: **SLPD City Code Enforcement Summary**

BACKGROUND: 4/30/2024 to 5/15/2024

Tall Grass and Weeds - 94

Grass Clippings - 20

Accumulate Junk - 7

Junk Vehicle - 3

Bags of Leaves - 1

Vehicle parked on grass - 1

Accumulate Trash - 1

Total - 127

Citations - 0

White Summons - 8

FISCAL IMPACT: None

RECOMMENDATION: None

ATTACHMENTS:

Staff Summary

05/20/2024

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: **Work Session - Review of City and State Codes for Dogs and Cats**

BACKGROUND: This work session will review and discuss the City and State Codes for Dogs and Cats.

FISCAL IMPACT:

RECOMMENDATION: No action will be taken

ATTACHMENTS:

[City Code 8-3 Dogs.pdf](#)

[City Code 8-4 Cats.pdf](#)

[City_Code_8-9_Dangerous_and_Vicious_Animals.pdf](#)

[Iowa_Code_Chapter_351.pdf](#)

[Iowa_Code_Chapter_717B.pdf](#)

Chapter 8-3

DOGS

Sections:

8-3-1	Definitions
8-3-2	License
8-3-3	Immunization
8-3-4	Kennel Dogs
8-3-5	Dogs Disturbing The Peace
8-3-6	Impounding
8-3-7	Municipal Infraction
Section 8-3-1	Definitions

For use within this Chapter the following are defined:

(A) "DOGS" includes both male and female dogs whether altered or not;

(B) "AT LARGE" refers to any dog running otherwise than upon the premises of its owner when the dog is not attached to a leash held by a competent person, restrained within a motor vehicle, or in an animal hospital or kennel;

(C) "OWNER" includes any person, firm or corporation owning, harboring, sheltering or keeping a dog.

Section 8-3-2 License

Every owner of a dog which is unlicensed or whose license has expired shall procure a dog license from the City Police. The annual license fee shall be in the amount set by Council Resolution. A penalty, in the amount set by Council Resolution, shall be assessed for failure to pay the license fee when due. A license granted pursuant to this provision shall be valid for a period of one year.

Upon payment of the license fee, the City Police shall issue to the owner a license which shall contain the name of the owner, his/her place of residence, and a description of the dog. The City Police shall keep a duplicate of each license issued as a public record.

Upon issuance of the license, the City Police shall deliver to the owner a metal tag stamped with the number of the license and the year for which it is issued. The license tag shall be securely fastened to a collar or harness which shall be worn by the dog for which the license is issued. Any dog found running at large without the license tag attached to its collar or harness shall be deemed unlicensed.

(Ord. No. 269495, Amended, 04/03/95)

(Ord. 06-O-2008-2009, Amended, 12/15/2008; Ord. 12-O-2004-2005, Amended, 12/06/2004)

Section 8-3-3 Immunization

The Mayor may order the immunization of all dogs against rabies, whenever in his/her discretion, public health or safety requires. It shall be a violation of this Ordinance for any dog to run at large unless immunized whenever such immunization has been ordered until the Mayor has found the public health and safety no longer requires such immunization. A tag shall be issued by the City Police whenever the Mayor has ordered immunization of dogs, to evidence such immunization and this tag shall be worn by such dogs.

Section 8-3-4 Kennel Dogs

Kennel dogs which are kept or raised solely for the bona fide purpose of sale and which are kept under constant restraint are not subject to the provisions of this Chapter.

Section 8-3-5 Dogs Disturbing The Peace

(A) It shall be unlawful for an owner of a dog to allow or permit such dog to pass upon the premises of another.

(B) It shall be unlawful for an owner of a dog to allow or permit such dog to run at large.

(C) It shall be unlawful for an owner of a dog to allow or permit such dog to cause serious annoyance or disturbance to any person by frequent and habitual howling, yelping, barking or otherwise; or by running after or chasing persons, bicycles, automobiles or other vehicles.

(D) The provisions of Subsections (A) and (B) shall not apply to dogs being run by an employee of the City or by a person, including the person's employee, under contract with the City of Storm Lake for the purpose of controlling and minimizing the presence of geese in the City parks or other property owned by the City.

(Ord. 08-O-2006-2007, Amended, 05/07/2007)

Section 8-3-6 Impounding

(A) Any unlicensed dog found at large, or any licensed dog found at large in violation of the provisions of this Chapter, shall be seized and impounded.

(B) The owners of such licensed dogs shall be notified that upon payment of impounding costs such dogs will be returned. If the impounded licensed dogs are not recovered by their owners within five (5) days after notice, the dogs shall be disposed of by the Chief of Police.

(C) Impounded unlicensed dogs may be recovered by the owner, upon proper identification by payment of license fee and impounding costs. If such dogs are not claimed within five (5) days after impounding, they shall be disposed of by the Chief of Police.

Section 8-3-7 Municipal Infraction

A violation of any of the provisions of this Chapter shall constitute a Municipal infraction subject to the penalties and alternative relief authorized by Title 1, Chapter 20 of this Code and by Section 364.22 of the

Code of Iowa.

Chapter 8-4

CATS

Sections:

8-4-1	Definitions
8-4-2	License
8-4-3	Immunization
8-4-4	Kennel Cats
8-4-5	Cats Disturbing The Peace
8-4-6	Impounding
8-4-7	Municipal Infraction
Section 8-4-1	Definitions

For use within this Chapter the following are defined:

(A) "AT LARGE": Refers to any cat running otherwise than upon the premises of its owner when the cat is not attached to a leash held by a competent person, restrained within a motor vehicle, or in any animal hospital or kennel.

(B) "CATS": Includes both male and female cats whether altered or not.

(C) "OWNER": Any person, firm or corporation owning, harboring, sheltering or keeping a cat.

Section 8-4-2 License

Every owner of a cat which is unlicensed or whose license has expired shall procure a cat license from the City Police. The annual license fee shall be in the amount set by Council Resolution. A penalty, in the amount set by Council Resolution, shall be assessed for failure to pay the license fee when due. A license granted pursuant to this provision shall be valid for a period of one year.

Upon payment of the license fee, the City Police shall issue to the owner a license which shall contain the name of the owner, his/her place of residence, and a description of the cat. The City Police shall keep a duplicate of each license issued as a public record.

Upon issuance of the license, the City Police shall deliver to the owner a metal tag stamped with the number of the license and the year for which it is issued. The license tag shall be securely fastened to a collar which shall be worn by the cat for which the license is issued. Any cat found running at large without the license tag attached to its collar shall be deemed unlicensed.

(Ord. No. 259495, Amended, 04/03/95)

(Ord. 06-O-2008-2009, Amended, 12/15/2008; Ord. 12-O-2004-2005, Amended, 12/06/2004)

Section 8-4-3 Immunization

The Mayor may order the immunization of all cats against rabies, whenever in his/her discretion, public health or safety requires. It shall be a violation of this Chapter for any cat to run at large unless immunized whenever such immunization has been ordered until the Mayor has found the public health and safety no longer requires such immunization. A tag shall be issued by the City Police whenever the Mayor has ordered immunization of cats, to evidence such immunization and this tag shall be worn by such cats.

Section 8-4-4 Kennel Cats

Kennel cats which are kept or raised solely for the bona fide purpose of sale and which are kept under constant restraint are not subject to the provisions of this Chapter.

Section 8-4-5 Cats Disturbing The Peace

(A) It shall be unlawful for an owner of a cat to allow or permit such cat to pass upon the premises of another.

(B) It shall be unlawful for an owner of a cat to allow or permit such cat to run at large.

(C) It shall be unlawful for an owner of a cat to allow or permit such cat to cause serious annoyance or disturbance to any person by frequent and habitual howling, whining, meowing or otherwise.

Section 8-4-6 Impounding

(A) Any unlicensed cat found at large, or any licensed cat found at large in violation of the provisions of this Chapter, shall be seized and impounded.

(B) The owners of such licensed cats shall be notified that upon payment of impounding costs such cats will be returned. If the impounded licensed cats are not recovered by their owners within five (5) days after notice, the cats shall be disposed of by the Chief of Police.

(C) Impounded unlicensed cats may be recovered by the owner, upon proper identification by payment of the license fee and impounding costs. If such cats are not claimed within five (5) days after impounding, they shall be disposed of by the Chief of Police.

Section 8-4-7 Municipal Infraction

A violation of any of the provisions of this Chapter shall constitute a Municipal infraction subject to the penalties and alternative relief authorized by Title 1, Chapter 20 of this Code and by Section 364.22 of the Code of Iowa.

Chapter 8-9

DANGEROUS AND VICIOUS ANIMALS

Sections:

8-9-1	Definitions
8-9-2	Keeping Of Dangerous Animals Prohibited
8-9-3	Dangerous Animal Exceptions
8-9-4	Seizure, Impoundment And Disposition Of Dangerous Animals
8-9-5	Keeping Of Vicious Animals Prohibited
8-9-6	Vicious Animal Exception
8-9-7	Seizure, Impoundment And Disposition Of Vicious Animals
8-9-8	Restrictions Of Keeping Of Potentially Vicious Animals
8-9-9	Complaint, Procedures And Restrictions Of Potentially Vicious Animals

Section 8-9-1 Definitions

Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this Chapter, have the meanings in this Section:

(A) "DANGEROUS ANIMAL":

1. Any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among, human beings or domestic animals and having known tendencies as a species to do so;
2. Any animals declared to be dangerous by the Board of Health of the County or the City Administrator or his/her designee;
3. The following animals which shall be deemed to be dangerous animals per se:

Lions,tigers, jaguars, leopards, cougars, lynx and bobcats;
Wolves, coyotes and foxes;
Badgers, wolverines, weasels, skunks and mink;
Raccoons;
Bears;
Monkeys and chimpanzees;
Bats;
Alligators and crocodiles;
Scorpions;
Snakes that are venomous or constrictors;
Gila monsters;

(B) "POTENTIALLY VICIOUS ANIMAL": Any animal, except for a dangerous animal per se, as listed above, which:

1. When unprovoked, chases or approaches a person upon the streets, sidewalks or any public or private property in a menacing fashion or apparent attitude of attack, or
2. With a known propensity, tendency or disposition to attack unprovoked, to cause injury, or to

otherwise threaten the safety of human beings or domestic animals.

(C) "VICIOUS ANIMAL": Any animal, except for a dangerous animal per se as listed above which:

1. Has inflicted serious injury on a human being unless the animal was on its owner's premises and either
 - a. The animal was being provoked, teased or tormented; or
 - b. The victim was trespassing and was more than seven (7) years of age; or
2. Has attacked, and killed or caused disabling injury to other domestic animal without provocation while off the owner's premises; or
3. Is owned or harbored primarily or in part for the purpose of fighting in contests or any animal trained for such fighting.

As used herein, serious injury includes any one bite which breaks the skin of the victim.

Section 8-9-2 Keeping Of Dangerous Animals Prohibited

No person shall keep, shelter, or harbor any dangerous animal as a pet, nor act as a temporary custodian for such animal, nor keep, shelter, or harbor such animal for any other purpose or in any other capacity within the City of Storm Lake, except as provided in Section 8-9-3 of this Code.

Section 8-9-3 Dangerous Animal Exceptions

The prohibition contained in Section 8-9-2 of this Code shall not apply to the keeping of dangerous animals in the following circumstances:

- (A) The keeping of dangerous animals in a public zoo, bona fide educational or medical institution, humane society, or museum where they are kept as live specimens for the public to view, or for the purpose of instruction, research or study.
- (B) The keeping of dangerous animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit or show.
- (C) The keeping of dangerous animals in a bona fide, licensed veterinary hospital for treatment.
- (D) The keeping of dangerous animals by a wildlife rescue organization with appropriate permit from the Iowa Conservation Commission.
- (E) Any dangerous animals under the jurisdiction of and in the possession of the Iowa Conservation Commission, pursuant to Chapters 481A or 481B of the Iowa Code.

Section 8-9-4 Seizure, Impoundment And Disposition Of Dangerous Animals

(A) In the event that a dangerous animal is found at large and unattended upon public property, park property, public right-of-way, or the property of someone other than its owner, thereby creating a hazard to person or property, such animal, may, in the discretion of the City Administrator or his/her designee, or the Chief of Police, be destroyed if it cannot be confined or captured. The City of Storm Lake shall be under no duty to attempt the confinement or capture of a dangerous animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.

(B) Upon the complaint of any individual that a person is keeping, sheltering, or harboring a dangerous animal on premises in the City of Storm Lake, the City Administrator shall cause the matter to be investigated, and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous animal in the City, the City Administrator shall order the person named in the complaint to safely remove such animal from the City of Storm Lake, permanently place the animal with an organization or group allowed under Section 8-9- 3 of this Code to possess dangerous animals, or destroy the animal, within three (3) days of the receipt of such order. Such order shall be contained in a notice to remove dangerous animal, which notice shall be given in writing to the person keeping, sheltering or harboring the dangerous animal, and shall be served personally or by certified mail. Such order and notice to remove dangerous animal shall not be required where such dangerous animal has previously caused serious physical harm or death to any person in which case the City Administrator shall cause the animal to be immediately seized and impounded or killed if seizure or impoundment are not possible without risk of serious physical harm or death to any person.

(C) The order to remove a dangerous animal issued by the City Administrator may be appealed to the City Council. In order to appeal such order, written notice of appeal must be filed with the City Clerk within three (3) days after receipt of the order contained in the notice to remove dangerous animal. Failure to file such written notice of appeal shall constitute a waiver of right to appeal the order of the City Administrator.

(D) The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the City Clerk. The hearing of such appeal shall be scheduled within seven (7) days of the receipt of notice of appeal. The hearing may be continued for good cause. After such hearing, the City Council may affirm or reverse the order of the City Administrator. Such determination shall be contained in a written decision and shall be filed with the City Clerk within three (3) days after the hearing, or any continued session thereof.

(E) If the City Council affirms the action of the City Administrator, the City Council shall order in its written decision that the individual or entity owning, sheltering, harboring, or keeping such dangerous animal, remove such animal from the City, permanently place such animal with an organization or group allowed under Section 8-9-3 of this Chapter to possess dangerous animals, or destroy it. The decision and order shall immediately be served upon the person or entity against whom rendered in the same manner as the notice of removal. If the original order of the City Administrator is not appealed and is not complied with within three (3) days of its issuance, the City Administrator or his/her designee is authorized to seize and impound such dangerous animal. An animal so seized shall be impounded for a period of seven (7) days. If at the end of the impoundment period, the individual or entity against whom the decision and order of the City Administrator or City Council was issued has not petitioned the Buena Vista County District Court for a review of said order, the City Administrator shall cause the animal to be disposed of by sale, permanently place such animal with an organization or group allowed under Section 8-9-3 of this Chapter to possess dangerous animals, or destroy such animal in a humane manner. Failure to comply with an order of the City Administrator issued pursuant thereto and not appealed, or of the City Council after appeal, shall constitute a Municipal infraction.

Section 8-9-5 Keeping Of Vicious Animals Prohibited

No person shall keep, shelter or harbor for any reason within the City a vicious animal so defined herein, except as provided in Section 8-9-6 of this Code.

Section 8-9-6 Vicious Animal Exception

The prohibition contained in Section 8-9-5 of this Code shall not apply to the keeping of vicious animals in the following circumstances:

(A) Animals under the control of a law enforcement or military agency.

(B) The keeping of guard dogs. However, guard dogs must be kept within a structure of fixed enclosure at all times, and any guard dog found at large may be processed as a vicious animal pursuant to the provisions of Section 8-9-5 and 8-9-7 of this Code. Any premises guarded by a guard dog shall be prominently posted with a sign containing the wording "guard dog", "vicious dog", or words of similar importance, and the owner of such premises shall inform the Chief of Police that a guard dog is on duty at such premises.

Section 8-9-7 Seizure, Impoundment And Disposition Of Vicious Animals

(A) The City Administrator or his/her designee, in his/her discretion or upon receipt of a complaint alleging that a particular animal is a vicious animal as defined herein, may initiate proceedings to declare such animal a vicious animal. A hearing on the matter shall be conducted by the City Administrator or his/her designee. The person, firm or corporation owning, keeping, sheltering, or harboring the animal in question shall be given not less than three (3) days written notice of the time and place of said hearing. Said notice shall set forth the description of the animal in question and the basis for the allegation of viciousness. The notice shall also set forth that if the animal is determined to be vicious, the owner will be required to remove it from the City or allow it to be destroyed. The notice shall be served upon any adult residing at the premises where the animal is located, or may be posted on those premises if no adult is present to accept service.

(B) If, after hearing, the City Administrator or his/her designee determines that an animal is vicious, the City Administrator or his/her designee shall order the person, firm, or corporation owning, sheltering, harboring or keeping the animal to remove it from the City, or to cause it to be destroyed in a humane manner. The order shall immediately be served upon the individual or entity against whom issued in the same manner as the notice of hearing. If the order is not complied with within three (3) days of its issuance, the City Administrator or his/her designee is authorized to seize and impound the animal. An animal so seized shall be impounded for a period of seven (7) days. If at the end of the impoundment period, the individual or entity against whom the order of the City Administrator or his/her designee was issued has not appealed such order to the City Council, the City Administrator or his/her designee shall cause the animal to be destroyed.

(C) The order to remove or destroy vicious animal issued by the City Administrator or his/her designee shall be appealed to the City Council. In order to appeal such order, written notice of appeal must be filed with the City Clerk within three (3) days after receipt of the order to remove or destroy the vicious animal. Failure to file such written notice of appeal shall constitute a waiver of right to appeal the order of the City Administrator or his/her designee.

(D) The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the City Clerk. The hearing of such appeal shall be scheduled within seven (7) days of the receipt of notice of appeal. The hearing may be continued for good cause. After such hearing, the City Council may affirm or reverse the order of the City Administrator or his/her designee. Such determination shall be contained in a written decision and shall be filed with the City Clerk within three (3) days after the hearing, or any continued session thereof.

(E) If the City Council affirms the action of the City Administrator or his/her designee, the City Council shall order in its written decision that the individual or entity owning, sheltering, harboring, or keeping such vicious animal, shall remove such animal from the City or cause it to be destroyed in a humane manner. The decision and order shall immediately be served upon the person or entity against whom rendered in the same manner as the order to remove or destroy. If the original order of the City Administrator or his/her designee is not appealed and is not complied with within three (3) days or the order of the City Council after appeal is not complied with within three (3) days of its issuance, the City Administrator or his/her designee is authorized to seize and impound such vicious animal. An animal so seized shall be impounded for a period of seven (7) days. If at the end of the impoundment period, the individual or entity against whom the decision and order of the City Administrator or his/her designee and/or the City Council was issued has not petitioned the Buena Vista County District Court for a review of said order, the City Administrator or his designee shall cause the animal to be destroyed in a humane manner.

(F) Failure to comply with an order of the City Administrator or his/her designee issued pursuant hereto and not appealed, or of the City Council after appeal, shall constitute a Municipal infraction.

(G) Any animal found at large which displays vicious tendencies may be processed as a vicious animal pursuant to the foregoing, unless the animal is so vicious that it cannot safely be apprehended, in which case the City Administrator or his/her designee may immediately destroy it.

(H) Any animal which is alleged to be vicious and which is under impoundment or quarantine at the animal shelter shall not be released to the owner, but shall continue to be held at the expense of the owner pending the outcome of the hearing. All costs of such impoundment or quarantine shall be paid by the owner if the animal is determined to be vicious. If the animal is not determined to be vicious, all costs of such impoundment or quarantine shall be paid by the City.

Section 8-9-8 Restrictions Of Keeping Of Potentially Vicious Animals

No person shall keep, shelter or harbor for any reason within the City a potentially vicious animal as defined herein after such animal has been determined to be potentially vicious as provided in Section 8-9-9, unless the terms and conditions imposed by the hearing officer, or the City Council, as appropriate, for keeping such animal within the City have been strictly complied with.

Section 8-9-9 Complaint, Procedures And Restrictions Of Potentially Vicious Animals

(A) The City Administrator, or his/her designee, in his/her discretion or upon receipt of a complaint alleging that a particular animal is a potentially vicious animal as defined herein, may initiate proceedings to declare such animal a potential vicious animal. A hearing on the matter shall be conducted by the Administrator or his/her designee. The person owning, keeping, sheltering or harboring the animal in question shall be given not less than three (3) days written notice of the time and place of said hearing.

Said notice shall set forth the description of the animal in question and the basis for the allegation that the animal is potentially vicious. The notice shall also set forth that if the animal is determined to be potentially vicious, the owner will be required to comply with certain restrictions with regard to the animal and if such restrictions are not followed, the owner will be required to remove it from the City or allow it to be destroyed. The notice shall be served upon an adult residing at the premises where the animal is located or may be posted on those premises if no adult is present to accept service.

(B) If, after hearing, the City Administrator or his/her designee determines that an animal is potentially vicious, the City Administrator or his/her designee may order that the owner comply with some or all of the following restrictions with regard to the animal, as appropriate, as a condition of the animal owner's continued right to maintain the animal within the City limits.

1. The animal may be required to be muzzled at all times when upon public property.
2. The animal may be required to be restrained by a chain leash at all times when the animal is outside the owner's home, and which chain leash should be not more than six feet (6') in length if the animal is on public property.
3. The owner may be required to fence the owner's premises or a portion thereof with chain link or other type fence reasonably calculated to restrain the animal and keep it in good state of repair whenever the animal is outside on the owner's premises.

(C) An order determining an animal to be potentially vicious and imposing restrictions upon the continued existence of that animal within the City limits may be appealed to the same extent and subject to the same procedural requirements and safeguards as are contained in Section 8-9-7 relating to vicious animals.

(D) Failure to comply with an order of the City Administrator or his/her designee issued pursuant hereto and not appealed, or the City Council after appeal, shall constitute a Municipal infraction. Further, failure to comply with regard to a particular animal shall qualify that animal as a vicious animal, notwithstanding the basic definition of vicious animal as contained in Section 8-9-1, and subject the owner and the animal involved to all of the provisions of this Chapter relating to vicious animals.

CHAPTER 351

DOGS AND OTHER ANIMALS

Referred to in [§331.381](#)

351.1	through 351.24	Repealed by 94 Acts, ch 1173, §42.	351.37	Dogs running at large — impoundment — disposition.
351.25	Dog as property.		351.38	Owner's duty.
351.26	Right and duty to kill untagged dog.		351.39	Confinement.
351.27	Right to kill tagged dog.		351.40	Quarantine.
351.28	Liability for damages.		351.41	Not a limitation on power of municipalities and counties.
351.29	Construction clause.		351.42	Exempt dogs.
351.30	through 351.32	Reserved.	351.43	Penalty.
351.33	Rabies vaccination.		351.44	Reserved.
351.34	Condition for license.	Repealed by 94 Acts, ch 1173, §42.	351.45	Tampering with a rabies vaccination tag — penalties.
351.35	How and when.		351.46	Tampering with an electronic handling device — penalties.
351.36	Enforcement.			

351.1 through 351.24 Repealed by 94 Acts, ch 1173, §42.

351.25 Dog as property.

All dogs under six months of age, and all dogs over said age and wearing a collar with a valid rabies vaccination tag attached to the collar, shall be deemed property. Dogs not provided with a rabies vaccination tag shall not be deemed property.

[C24, 27, 31, 35, 39, §5447; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §351.25]

[94 Acts, ch 1173, §32](#)

Referred to in [§351.45](#)

351.26 Right and duty to kill untagged dog.

It shall be lawful for any person, and the duty of all peace officers within their respective jurisdictions unless such jurisdiction shall have otherwise provided for the seizure and impoundment of dogs, to kill any dog for which a rabies vaccination tag is required, when the dog is not wearing a collar with rabies vaccination tag attached.

[C24, 27, 31, 35, 39, §5448; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §351.26]

[94 Acts, ch 1173, §33](#)

Referred to in [§351.45](#)

351.27 Right to kill tagged dog.

It shall be lawful for any person to kill a dog, wearing a collar with a rabies vaccination tag attached, when the dog is caught in the act of chasing, maiming, or killing any domestic animal or fowl, or when such dog is attacking or attempting to bite a person.

[C73, §1485; C97, §2340; S13, §2340; C24, 27, 31, 35, 39, §5449; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §351.27]

[94 Acts, ch 1173, §34; 2007 Acts, ch 111, §1](#)

351.28 Liability for damages.

The owner of a dog shall be liable to an injured party for all damages done by the dog, when the dog is caught in the action of worrying, maiming, or killing a domestic animal, or the dog is attacking or attempting to bite a person, except when the party damaged is doing an unlawful act, directly contributing to the injury. [This section](#) does not apply to damage done by a dog affected with hydrophobia unless the owner of the dog had reasonable grounds to know that the dog was afflicted with hydrophobia and by reasonable effort might have prevented the injury.

[C73, §1485; C97, §2340; S13, §2340; C24, 27, 31, 35, 39, §5450; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §351.28]

[83 Acts, ch 117, §1](#)

351.29 Construction clause.

A holding that one or more sections of [this chapter](#) are unconstitutional shall not be held to invalidate the remaining sections.

[C24, 27, 31, 35, 39, §5451; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §351.29]

[2019 Acts, ch 59, §107](#)

351.30 through 351.32 Reserved.**351.33 Rabies vaccination.**

Every owner of a dog shall obtain a rabies vaccination for such animal. It shall be unlawful for any person to own or have a dog in the person's possession, six months of age or over, which has not been vaccinated against rabies. Dogs kept in kennels and not allowed to run at large shall not be subject to these vaccination requirements.

[C66, 71, 73, 75, 77, 79, 81, §351.33]

Referred to in [§351.35](#), [351.36](#), [351.42](#), [351.43](#)

351.34 Condition for license. Repealed by 94 Acts, ch 1173, §42.**351.35 How and when.**

The rabies vaccination required by [section 351.33](#) shall be an injection of antirabies vaccine approved by the state department of agriculture and land stewardship, and the frequency of revaccination necessary for approved vaccinations shall be as established by such department. The vaccine shall be administered by a licensed veterinarian and shall be given as approved by the state department of agriculture and land stewardship. The veterinarian shall issue a tag with the certificate of vaccination, and such tag shall at all times be attached to the collar of the dog.

[C66, 71, 73, 75, 77, 79, 81, §351.35]

Referred to in [§351.36](#), [351.42](#), [351.43](#), [351.45](#)

351.36 Enforcement.

Local health and law enforcement officials shall enforce the provisions of [sections 351.33](#), [351.35](#), [this section](#), and [sections 351.37 through 351.43](#) relating to vaccination and impoundment of dogs. Such public officials shall not be responsible for any accident or disease of a dog resulting from the enforcement of the provisions of said sections.

[C66, 71, 73, 75, 77, 79, 81, §351.36]

[2018 Acts, ch 1026, §121](#)

Referred to in [§351.42](#), [351.43](#)

351.37 Dogs running at large — impoundment — disposition.

1. A dog shall be apprehended and impounded by a local board of health or law enforcement official if the dog is running at large and the dog is not wearing a valid rabies vaccination tag or a rabies vaccination certificate is not presented to the local board of health or law enforcement official.

2. The local board of health or law enforcement official shall provide written notice to the owner if the local board of health or law enforcement official can reasonably determine the owner's name and current address by accessing a tag or other device that is on or a part of the dog. The notice shall be sent within two days after the dog has been impounded. The notice shall provide that if the owner does not redeem the dog within seven days from the date that the notice is delivered, the dog may be humanely destroyed or otherwise disposed of in accordance with law. For purposes of [this section](#), notice is delivered when the local board of health or law enforcement official mails the notice which may be by regular mail. An owner may redeem a dog by having it immediately vaccinated and paying the cost of impoundment.

3. If the owner of the impounded dog fails to redeem the dog within seven days from the date of the delivery of the notice to the dog's owner as provided in [this section](#), the dog

may be disposed of in accordance with law. If the dog is destroyed, it must be destroyed by euthanasia as defined in [section 162.2](#).

[C66, 71, 73, 75, 77, 79, 81, §351.37]

[2002 Acts, ch 1130, §1](#); [2017 Acts, ch 54, §76](#)

Referred to in [§351.36](#), [351.42](#), [351.43](#)

351.38 Owner's duty.

It shall be the duty of the owner of any dog, cat or other animal which has bitten or attacked a person or any person having knowledge of such bite or attack to report this act to a local health or law enforcement official. It shall be the duty of physicians and veterinarians to report to the local board of health the existence of any animal known or suspected to be suffering from rabies.

[C66, 71, 73, 75, 77, 79, 81, §351.38]

Referred to in [§351.36](#), [351.42](#), [351.43](#)

351.39 Confinement.

If a local board of health receives information that an animal has bitten a person or that a dog or animal is suspected of having rabies, the board shall order the owner to confine such animal in the manner it directs. If the owner fails to confine such animal in the manner directed, the animal shall be apprehended and impounded by such board, and after ten days the board may humanely destroy the animal. If such animal is returned to its owner, the owner shall pay the cost of impoundment. [This section](#) shall not apply if a police service dog or a horse used by a law enforcement agency and acting in the performance of its duties has bitten a person.

[C66, 71, 73, 75, 77, 79, 81, §351.39]

[2001 Acts, ch 19, §1](#); [2001 Acts, ch 176, §68](#)

Referred to in [§351.36](#), [351.42](#), [351.43](#)

351.40 Quarantine.

If a local board of health believes rabies to be epidemic, or believes there is a threat of epidemic, in its jurisdiction, it may declare a quarantine in all or part of the area under its jurisdiction and such declaration shall be reported to the department of health and human services. During the period of quarantine, any person owning or having a dog in the person's possession in the quarantined area shall keep such animal securely enclosed or on a leash for the duration of the quarantine period.

[C66, 71, 73, 75, 77, 79, 81, §351.40]

[2023 Acts, ch 19, §1110](#)

Referred to in [§351.36](#), [351.42](#), [351.43](#)

Section amended

351.41 Not a limitation on power of municipalities and counties.

[This chapter](#) does not limit the power of any city or county to prohibit dogs and other animals from running at large, whether or not they have been vaccinated for rabies, and does not limit the power of any city or county to provide additional measures for the restriction of dogs and other animals for the control of rabies and for other purposes.

[C66, 71, 73, 75, 77, 79, 81, S81, §351.41; [81 Acts, ch 117, §1065](#)]

Referred to in [§351.36](#), [351.42](#), [351.43](#)

351.42 Exempt dogs.

Dogs that are under the control of the owner or handlers and which are in transit, or are to be exhibited shall be exempt from the vaccination provisions of these sections if they are within the state for less than thirty days. Dogs assigned to a research institution or a like facility shall be exempt from the provisions of [sections 351.33](#) and [351.35](#), [sections 351.36 through 351.41](#), [this section](#), and [section 351.43](#).

[C66, 71, 73, 75, 77, 79, 81, §351.42]

[2018 Acts, ch 1026, §122](#)

Referred to in [§351.36](#), [351.43](#)

351.43 Penalty.

Any person who violates or refuses to comply with the provisions of [section 351.33](#) or [sections 351.35 through 351.42](#) is guilty of a simple misdemeanor.

[C66, 71, 73, 75, 77, 79, 81, §351.43]

[2018 Acts, ch 1026, §123](#); [2022 Acts, ch 1021, §87](#)

Referred to in [§351.36](#), [351.42](#)

351.44 Reserved.**351.45 Tampering with a rabies vaccination tag — penalties.**

1. A person commits the offense of tampering with a rabies vaccination tag if all of the following apply:

a. The person knowingly removes, damages, or destroys a rabies vaccination tag as described in [section 351.35](#).

b. The rabies vaccination tag is attached to a collar worn by a dog, including as provided in [sections 351.25](#) and [351.26](#).

2. a. For a first conviction, the person is guilty of a simple misdemeanor.

b. For a second or subsequent conviction, the person is guilty of a serious misdemeanor.

3. [This section](#) shall not apply to an act taken by any of the following:

a. The owner of the dog, an agent of the owner, or a person authorized to take action by the owner.

b. A peace officer as defined in [section 801.4](#).

c. A veterinarian licensed as provided in [chapter 169](#).

d. An animal shelter or pound as defined in [section 162.2](#).

[2020 Acts, ch 1111, §1](#)

351.46 Tampering with an electronic handling device — penalties.

1. A person commits the offense of tampering with an electronic handling device if all of the following apply:

a. The person knowingly removes, disables, or destroys an electric device designed and used to maintain custody or control of the dog or modify the dog's behavior.

b. The electronic device is attached to or worn by the dog or attached to an item worn by the dog, including but not limited to a collar, harness, or vest.

2. a. For a first conviction, the person is guilty of a simple misdemeanor.

b. For a second or subsequent conviction, the person is guilty of a serious misdemeanor.

3. [This section](#) shall not apply to an act taken by any of the following:

a. The owner of the dog, an agent of the owner, or a person authorized to take action by the owner.

b. A peace officer as defined in [section 801.4](#).

c. A veterinarian licensed as provided in [chapter 169](#).

d. An animal shelter or pound as defined in [section 162.2](#).

[2020 Acts, ch 1111, §2](#)

CHAPTER 717B

MISTREATMENT OF ANIMALS

Referred to in §162.10D, 165B.2, 331.307, 331.308, 364.22, 364.22A, 670.4, 701.1, 717F4, 717F5

Injury to livestock, see [chapter 717](#)

717B.1	Definitions.	717B.6	Destruction and disposition of wild animals.
717B.2	Animal abuse — penalties.		
717B.3	Animal neglect — penalties.	717B.7	Repealed by 2002 Acts, ch 1130, §10.
717B.3A	Animal torture — penalties.		
717B.3B	Animal mistreatment — court order — evaluation and treatment.	717B.8	Abandonment of cats and dogs — penalties.
717B.4	Dispositional proceedings.	717B.9	Injury or interference with a police service dog.
717B.5	Rescue of threatened animals.		

717B.1 Definitions.

As used in [this chapter](#):

1. “*Animal*” means a nonhuman vertebrate. However, “*animal*” does not include any of the following:

- a. Livestock, as defined in [section 717.1](#).
- b. Preserve whitetail as defined in [section 484C.1](#).
- c. Any game, fur-bearing animal, fish, reptile, or amphibian, as defined in [section 481A.1](#), unless a person owns, confines, or controls the game, fur-bearing animal, fish, reptile, or amphibian.
- d. Any nongame species declared to be a nuisance pursuant to [section 481A.42](#).

2. “*Animal care provider*” means a person designated by a local authority to provide care to an animal which is rescued by the local authority pursuant to [section 717B.5](#).

3. “*Animal mistreatment*” means an act described as animal abuse as provided in [section 717B.2](#), animal neglect as provided in [section 717B.3](#), animal torture as provided in [section 717B.3A](#), abandonment of a cat or dog as provided in [section 717B.8](#), or injury to or interference with a police service dog as provided in [section 717B.9](#).

4. Unless the context otherwise requires, “*book*”, “*list*”, “*record*”, or “*schedule*” kept by a county auditor, assessor, treasurer, recorder, sheriff, or other county officer means the county system as defined in [section 445.1](#).

5. “*Commercial establishment*” means a commercial establishment as defined in [section 162.2](#) that is operating under a valid authorization issued or renewed under [section 162.2A](#).

6. a. “*Convicted*” means the entry of a judgment of conviction under [chapter 901](#) or adjudicated delinquent for an act which is an indictable offense in this state or in another state under [chapter 232](#).

b. “*Convicted*” does not mean a plea, sentence, adjudication, deferred sentence, or deferred judgment which has been reversed or otherwise set aside.

7. “*Department*” means the department of agriculture and land stewardship.

8. “*Dispositional expenses*” means expenses incurred by a local authority in rescuing an animal as provided in [section 717B.5](#), maintaining the animal until the conclusion of a dispositional proceeding as provided in [section 717B.4](#), or disposing of the animal as provided in [section 717B.4](#).

9. “*Euthanasia*” means the same as defined in [section 162.2](#).

10. “*Injury*” means an animal’s disfigurement; the impairment of an animal’s health; or an impairment to the functioning of an animal’s limb or organ, including physical damage or harm to an animal’s muscle, tissue, organs, bones, hide, or skin.

11. “*Law enforcement officer*” means a regularly employed member of a police force of a city or county, including a sheriff, who is responsible for the prevention and detection of crime and the enforcement of the criminal laws of this state.

12. “*Local authority*” means a city as defined in [section 362.2](#) or a county as provided in [chapter 331](#).

13. “*Maintenance*” means to provide on-site or off-site care to neglected animals.

14. “Responsible party” means a person who owns or maintains an animal.

15. “Serious injury” means an injury that constitutes an animal’s protracted or permanent disfigurement, the protracted or permanent impairment of an animal’s health, the protracted or permanent impairment of the functioning of an animal’s limb or organ, or the loss of an animal’s limb or organ.

16. “Threatened animal” means an animal that is abused as provided in [section 717B.2](#), neglected as provided in [section 717B.3](#), or tortured as provided in [section 717B.3A](#).

17. “Veterinarian” means a veterinarian licensed pursuant to [chapter 169](#) who practices veterinary medicine in this state.

[94 Acts, ch 1103, §12; 2000 Acts, ch 1148, §1; 2002 Acts, ch 1119, §200, 201; 2002 Acts, ch 1130, §2; 2013 Acts, ch 90, §201; 2020 Acts, ch 1111, §3, 4](#)

Referred to in [§717D.1](#), [717E.7](#), [717F.10](#)

717B.2 Animal abuse — penalties.

1. A person commits animal abuse when the person intentionally, knowingly, or recklessly acts to inflict injury, serious injury, or death on an animal by force, violence, or poisoning.

2. [This section](#) shall not apply to any of the following:

a. An owner of the animal, or a person acting with the consent of the owner, who euthanizes an animal in a reasonable manner, if at the time of the euthanasia, the animal is in a state of permanent pain or suffering.

b. A person acting to carry out an order issued by a court.

c. A veterinarian practicing veterinary medicine as provided in [chapter 169](#).

d. A person acting in order to carry out another provision of law which allows the conduct.

e. A person taking, hunting, trapping, or fishing for a wild animal as provided in [chapter 481A](#).

f. A person acting to protect the person’s property from a wild animal as defined in [section 481A.1](#).

g. A person acting to protect a person from injury or death caused by a wild animal as defined in [section 481A.1](#).

h. A person reasonably acting to protect the person’s property from damage caused by an unconfined animal.

i. A person reasonably acting to protect a person from injury or death caused by an unconfined animal.

j. A local authority reasonably acting to destroy an animal, if at the time of the destruction, the owner of the animal is absent or unable to care for the animal, and the animal is permanently distressed by disease or injury to a degree that would result in severe and prolonged suffering.

k. A research facility, as defined in [section 162.2](#), if the research facility has been issued or renewed a valid authorization by the department pursuant to [chapter 162](#), and performs functions within the scope of accepted practices and disciplines associated with the research facility.

l. An act required to be carried out by a commercial establishment to care for an animal in its possession or under its control as described in [section 162.10A, subsection 1](#), provided that the commercial establishment complies with applicable standard of care requirements pursuant to [subsections 1 and 2](#) of that section.

3. A person who commits animal abuse that causes injury, other than serious injury or death, to an animal is guilty of a serious misdemeanor.

4. A person who commits animal abuse that causes serious injury or death to an animal is guilty of an aggravated misdemeanor.

5. Notwithstanding [subsection 4](#), a person who commits animal abuse that causes serious injury or death to an animal is guilty of a class “D” felony if the person has previously been convicted of committing animal abuse pursuant to [this section](#), animal neglect punishable as a serious misdemeanor or aggravated misdemeanor pursuant to [section 717B.3](#), animal torture pursuant to [section 717B.3A](#), injury to or interference with a police service dog pursuant

to [section 717B.9](#), bestiality pursuant to [section 717C.1](#), or an act involving a contest event prohibited in [section 717D.2](#).

[94 Acts, ch 1103, §13](#); [2008 Acts, ch 1058, §20](#); [2020 Acts, ch 1111, §5](#)

Referred to in [§162.10A](#), [717B.1](#), [717B.3](#), [717B.3A](#), [717B.3B](#)

717B.3 Animal neglect — penalties.

1. A person commits animal neglect when the person owns or has custody of an animal, confines that animal, and fails to provide the animal with any of the following conditions for the animal's welfare:

a. Access to food in an amount and quality reasonably sufficient to satisfy the animal's basic nutrition level to the extent that the animal's health or life is endangered.

b. Access to a supply of potable water in an amount reasonably sufficient to satisfy the animal's basic hydration level to the extent that the animal's health or life is endangered. Access to snow or ice does not satisfy this requirement.

c. Sanitary conditions free from excessive animal waste or the overcrowding of animals to the extent that the animal's health or life is endangered.

d. Ventilated shelter reasonably sufficient to provide adequate protection from the elements and weather conditions suitable for the age, species, and physical condition of the animal so as to maintain the animal in a state of good health to the extent that the animal's health or life is endangered. The shelter must protect the animal from wind, rain, snow, or sun and have adequate bedding to provide reasonable protection against cold and dampness. A shelter may include a residence, garage, barn, shed, or doghouse.

e. Grooming, to the extent it is reasonably necessary to prevent adverse health effects or suffering.

f. Veterinary care deemed necessary by a reasonably prudent person to relieve an animal's distress from any of the following:

(1) A condition caused by failing to provide for the animal's welfare as described in [this subsection](#).

(2) An injury or illness suffered by the animal causing the animal to suffer prolonged pain and suffering.

2. [This section](#) does not apply to any of the following:

a. A person issued or renewed an authorization to operate a commercial establishment, or a person acting under the direction or supervision of that person, if all of the following apply:

(1) The animal, as described in [subsection 1](#), was maintained as part of the commercial establishment's operation.

(2) In providing conditions for the welfare of the animal, as described in [subsection 1](#), the person complied with the standard of care requirements provided in [section 162.10A, subsection 1](#), including any applicable rules adopted by the department applying to any of the following:

(a) A state licensee or registrant operating pursuant to [section 162.10A, subsection 2](#), paragraph "a" or "b".

(b) A permittee operating pursuant to [section 162.10A, subsection 2](#), paragraph "c".

b. A research facility, as defined in [section 162.2](#), if the research facility has been issued or renewed a valid authorization by the department pursuant to [chapter 162](#), and performs functions within the scope of accepted practices and disciplines associated with the research facility.

3. A person who commits animal neglect that does not cause injury, serious injury, or death to an animal is guilty of a simple misdemeanor.

4. A person who commits animal neglect that causes injury, other than serious injury or death, to an animal is guilty of a serious misdemeanor.

5. A person who commits animal neglect that causes serious injury or death to an animal is guilty of an aggravated misdemeanor.

6. Notwithstanding [subsection 5](#), a person who commits animal neglect that causes serious injury or death to an animal is guilty of a class "D" felony if the person has been previously convicted of animal abuse pursuant to [section 717B.2](#), animal neglect punishable as a serious misdemeanor or aggravated misdemeanor pursuant to [this section](#), animal

torture pursuant to [section 717B.3A](#), injury to or interference with a police service dog pursuant to [section 717B.9](#), bestiality pursuant to [section 717C.1](#), or an act involving a contest event prohibited in [section 717D.2](#).

94 Acts, ch 1103, §14; 95 Acts, ch 49, §25; 2008 Acts, ch 1058, §21; 2014 Acts, ch 1092, §147; 2020 Acts, ch 1111, §6

Referred to in §162.10A, 717B.1, 717B.2, 717B.3A, 717B.3B

717B.3A Animal torture — penalties.

1. A person is guilty of animal torture if the person intentionally or knowingly inflicts on an animal severe and prolonged or repeated physical pain that causes the animal's serious injury or death.

2. [This section](#) shall not apply to any of the following:

- a. A person acting to carry out an order issued by a court.
- b. A veterinarian practicing veterinary medicine as provided in [chapter 169](#).
- c. A person acting in order to carry out another provision of law which allows the conduct.
- d. A person taking, hunting, trapping, or fishing for a wild animal as provided in [chapter 481A](#).
- e. A person acting to protect the person's property from a wild animal as defined in [section 481A.1](#).
- f. A person acting to protect a person from bodily harm or death caused by a wild animal as defined in [section 481A.1](#).

g. A person acting reasonably to protect the person's property from damage caused by an unconfined animal.

h. A person acting reasonably to protect a person from bodily harm or death caused by an unconfined animal.

i. A local authority acting reasonably to euthanize an animal, if at the time of the euthanasia, the owner of the animal is absent or unable to care for the animal, and the animal is permanently distressed by disease or injury to a degree that would result in severe and prolonged suffering.

j. A research facility, as defined in [section 162.2](#), if the research facility has been issued or renewed a valid authorization by the department pursuant to [chapter 162](#), and the research facility performs functions within the scope of accepted practices and disciplines associated with the research facility.

k. An act required to be carried out by a commercial establishment to care for an animal in its possession or under its control as described in [section 162.10A, subsection 1](#), provided that the commercial establishment complies with applicable standard of care requirements pursuant to [subsections 1 and 2](#) of that section.

3. The juvenile court shall have exclusive original jurisdiction in a proceeding concerning a child who is alleged to have committed animal torture, in the manner provided in [section 232.8](#). The juvenile court shall not waive jurisdiction in a proceeding concerning such an offense alleged to have been committed by a child under the age of seventeen.

4. A person who commits animal torture is guilty of an aggravated misdemeanor.

5. Notwithstanding [subsection 4](#), a person who commits animal torture is guilty of a class "D" felony if the person has previously been convicted of committing animal abuse pursuant to [section 717B.2](#), animal neglect punishable as a serious misdemeanor or aggravated misdemeanor pursuant to [section 717B.3](#), animal torture pursuant to [this section](#), injury to or interference with a police service dog pursuant to [section 717B.9](#), bestiality pursuant to [section 717C.1](#), or an act involving a contest event prohibited in [section 717D.2](#).

2000 Acts, ch 1152, §3; 2008 Acts, ch 1058, §22; 2020 Acts, ch 1111, §7

Referred to in §162.10A, 232.8, 717B.1, 717B.2, 717B.3, 717B.3B

717B.3B Animal mistreatment — court order — evaluation and treatment.

1. At the time of a person's conviction for committing a public offense constituting animal mistreatment, a court may enter an order requiring the person to undergo a psychological or psychiatric evaluation and to undergo any treatment that the court determines to be appropriate after due consideration of the evaluation.

2. Notwithstanding [subsection 1](#), the court shall enter an order described in that subsection, if the convicted person is any of the following:

- a. A juvenile.
- b. An adult convicted of animal abuse punishable as an aggravated misdemeanor or class “D” felony pursuant to [section 717B.2](#), animal neglect punishable as an aggravated misdemeanor or class “D” felony pursuant to [section 717B.3](#), or animal torture pursuant to [section 717B.3A](#).

3. The costs of undergoing a psychological or psychiatric evaluation and undergoing any treatment ordered by the court shall be borne by the convicted person, unless the person is a juvenile.

4. An order made under [this section](#) is in addition to any other order or sentence of the court.

5. Any violation of the court order shall be punished as contempt of court pursuant to [chapter 665](#).

[2020 Acts, ch 1111, §8](#)

717B.4 Dispositional proceedings.

1. Upon a petition brought by a local authority, a court in the county where an animal is maintained by a responsible party or a local authority shall determine if the animal is a threatened animal and order its disposition after a hearing.

a. The matter shall be heard within ten days from the filing of the petition for disposition by the local authority.

b. If the animal has been rescued, the court may order that the animal be placed under the custody of the local authority and maintained in the same manner as a rescued animal under [section 717B.5](#).

c. The court may continue the hearing for up to thirty days upon petition by the responsible party. However, the court shall not grant a continuance unless the animal is maintained by the local authority. The responsible party must post a bond or other security with the local authority as a condition of the continuance. The amount of the bond or other security shall be determined by the court, which shall not be more than the amount sufficient to provide maintenance of the animal for thirty days. The court may grant a subsequent continuance upon petition by the responsible party. The continuance shall be for not more than thirty days. The responsible party must post a new bond or security as a condition of the subsequent continuance in the same manner as the original bond or security or as otherwise ordered by the court. However, the court shall order the immediate disposition of the animal if the animal is permanently distressed by disease or injury to a degree that would result in severe or prolonged suffering.

2. The hearing to determine if the animal is a threatened animal for purposes of disposition shall be a civil proceeding. If the case is related to a criminal proceeding, the disposition shall not be part of that proceeding and shall not be considered a criminal penalty imposed on a person found in violation of [this chapter](#).

3. If the court determines that an animal is not a threatened animal, the court shall order that the animal be returned to the custody of the responsible party. If the court determines that an animal is a threatened animal, the court shall order the local authority to dispose of the threatened animal in any manner deemed appropriate for the welfare of the animal. In addition, all of the following apply:

a. The court may order the responsible party to pay an amount which shall not be more than the dispositional expenses incurred by the local authority. The court may also award the local authority court costs, reasonable attorney fees and expenses related to the investigation and prosecution of the case, which shall be taxed as part of the costs of the action.

b. If a bond or other security was posted as a condition for a continuance of a disposition hearing as provided in [this section](#), the local authority may use the posted amount to offset the local authority’s dispositional expenses.

c. If any moneys are realized from the disposition of a threatened animal, the moneys shall be used to offset the local authority’s dispositional expenses before satisfying indebtedness secured by any security interest in or lien on the threatened animal.

d. If the threatened animal is owned by more than one responsible party, the amount required to offset the local authority's dispositional expenses shall be prorated among the responsible parties based on the percentage of interest owned in the threatened animal attributable to the responsible parties as the threatened animal's titleholders. For purposes of this paragraph, a responsible party who does not own an interest in the threatened animal shall be deemed to be an owner holding a percentage interest in the animal equal to the largest percentage interest held by a landowner who is attributed an interest as the threatened animal's titleholder. If the responsible party is a landowner, the local authority may submit the amount to reimburse the local authority for its dispositional expenses to the clerk of the county board of supervisors who shall report the amount to the county treasurer. If the threatened animal is owned by more than one landowner, the amount shall be prorated among the landowners based on the percentage of interest owned in the threatened animal attributable to each landowner as the animal's titleholders. The amount shall be placed upon the tax books, and collected with interest and penalties after due, in the same manner as other unpaid property taxes. The county shall reimburse a city within thirty days from the collection of the property taxes.

4. A threatened animal that is ordered by a court to be destroyed under [this section](#) shall be destroyed only by euthanasia as defined in [section 162.2](#).

[94 Acts, ch 1103, §15; 2002 Acts, ch 1130, §3](#)

Referred to in [§602.6405](#), [717B.1](#), [717B.5](#), [717D.5](#), [717F.5](#)

717B.5 Rescue of threatened animals.

A local authority may provide for the rescue of an animal as follows:

1. The rescue must be made by a law enforcement officer having cause to believe that the animal is a threatened animal after consulting with a veterinarian licensed pursuant to [chapter 169](#). The law enforcement officer may rescue the animal by entering on public or private property, as provided in [this subsection](#). The officer may enter onto property of a person to rescue the animal if the officer obtains a search warrant issued by a court, or enters onto the premises in a manner consistent with the laws of this state and the United States, including [Article I, section 8, of the Constitution of the State of Iowa](#), or the fourth amendment to the Constitution of the United States.

2. a. If an animal is rescued pursuant to [this section](#), the local authority shall provide for the maintenance of the animal. The local authority may contract with an animal care provider for the maintenance of the animal. The local authority shall provide the responsible party for the animal with notice of the rescue. The notice may be accomplished by doing any of the following:

(1) Delivering written notice to the responsible party's last known address by the United States postal service or personal service.

(2) Posting a notice in a conspicuous place at the location where the animal was rescued.

b. The notice shall state that the animal has been rescued by the local authority pursuant to [this section](#).

3. Within ten days after the date that an animal is rescued, the local authority shall initiate a dispositional proceeding pursuant to [section 717B.4](#).

4. The local authority shall pay the animal care provider for the animal's maintenance regardless of proceeds received from the disposition of the animal or any reimbursement ordered by a court, pursuant to [section 717B.4](#).

[94 Acts, ch 1103, §16; 2002 Acts, ch 1130, §4; 2013 Acts, ch 30, §261](#)

Referred to in [§717B.1](#), [717B.4](#)

717B.6 Destruction and disposition of wild animals.

A person may humanely destroy a wild animal as defined in [section 481A.1](#), if the wild animal is permanently distressed by injury or disease to a degree that results in severe and prolonged suffering. The destroyed animal shall be subject to disposition as provided by rules adopted by the natural resource commission pursuant to [chapter 17A](#).

[94 Acts, ch 1103, §17](#)

717B.7 Repealed by [2002 Acts, ch 1130, §10](#). See [chapter 717D](#).

717B.8 Abandonment of cats and dogs — penalties.

1. A person commits animal abandonment if the person owns or has custody of a cat or dog and relinquishes all rights in and duties to care for the cat or dog.

2. [This section](#) does not apply to any of the following:

a. The delivery of a cat or dog to another person who will accept ownership and custody of the cat or dog.

b. The delivery of a cat or dog to an animal shelter or pound as defined in [section 162.2](#) that has been issued or renewed a valid authorization by the department under [chapter 162](#).

c. A person who relinquishes custody of a cat at a location in which the person does not hold a legal or equitable interest, if previously the person had taken custody of the cat at the same location and provided for the cat's sterilization by a veterinarian.

3. a. A person who commits animal abandonment that does not cause injury or death to an animal is guilty of a simple misdemeanor.

b. A person who commits animal abandonment that causes injury other than serious injury or death to an animal is guilty of a serious misdemeanor.

c. A person who commits animal abandonment that causes serious injury or death to an animal is guilty of an aggravated misdemeanor.

[94 Acts, ch 1103, §19; 2020 Acts, ch 1111, §9](#)

Referred to in [§717B.1](#)

717B.9 Injury or interference with a police service dog.

1. A person who knowingly, and willfully or maliciously torments, strikes, administers a nonpoisonous desensitizing substance to, or otherwise interferes with a police service dog, without inflicting serious injury on the dog, commits a serious misdemeanor.

2. A person who knowingly, and willfully or maliciously does any of the following commits a class "D" felony:

a. Tortures a police service dog.

b. Injures, so as to disfigure or disable, a police service dog.

c. Sets a booby trap device for purposes of injuring, so as to disfigure or disable, or killing a police service dog.

d. Pays or agrees to pay a bounty for purposes of injury, so as to disfigure or disable, or killing a police service dog.

e. Kills a police service dog.

f. Administers poison to a police service dog.

3. As used in [this section](#), "police service dog" means a dog used by a peace officer or correctional officer in the performance of the officer's duties, whether or not the dog is on duty.

4. [This section](#) does not apply to a peace officer or veterinarian who terminates the life of such a dog for the purpose of relieving the dog of undue pain or suffering, or to a person who justifiably acts in defense of self or another.

[94 Acts, ch 1103, §20; 95 Acts, ch 107, §1](#)

Referred to in [§717B.1](#), [717B.2](#), [717B.3](#), [717B.3A](#)

Staff Summary

05/20/2024

Agenda Item # F.2.



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: Chris Cole Police Chief

SUBJECT: **Motion to Approve St Mary's Eucharistic Procession Walk and Street Closure Request.**

BACKGROUND: Attached is a request from St Mary's Church for a Eucharistic Procession event. The event will take place on Sunday June 2nd, 2024 starting at 10:00 AM and ending at 11:00 AM

This event will involve parishers walking in the street starting on Seneca Street in front of St Mary's Church and moving south on Seneca to East 2nd Street. They will then walk East on 2nd to Cayuga and turn north on Cayuga past 3rd Street to Bair Street turning east on Bair Street and turning back south at Seneca back to the church.

St Mary's is requesting road closures at Cayuga and Bair, Seneca and Bair, 3rd and Seneca, 2nd and Seneca, alley at 2nd Street between Seneca and Cayuga, 2nd and Cayuga, 3rd and Cayuga Irving and Cayuga.

***It should be noted that this potential street closure will be on a Sunday morning and could impact traffic for other nearby churches as well as residents at the apartment buildings located at 401 Cayuga Street and 316 Cayuga (the old South School)

Attaches are route maps and insurance information.

FISCAL IMPACT: None

RECOMMENDATION: Vote on request

ATTACHMENTS:
[Eucharist Procession ROW Permit](#)

ROW Application Form

04/29/2024 6:01 PM (CDT)

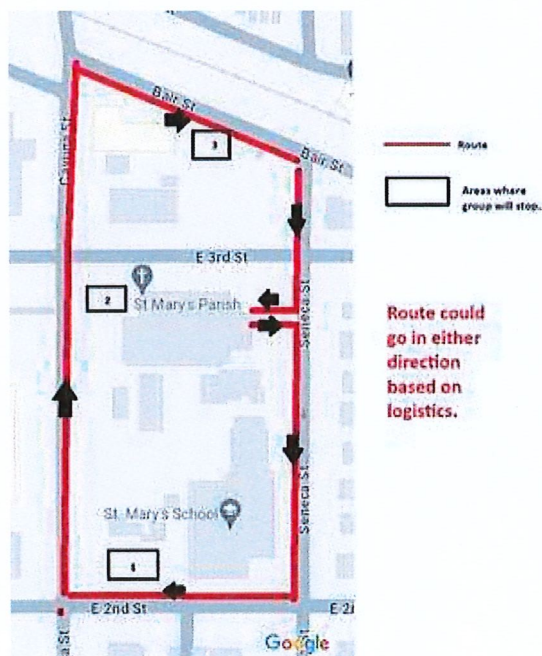


Right of Way Request

A Right of Way permit is required for any projects on city streets, sidewalks, parking, and property. Closing, or Blocking, streets, alleys, or sidewalks Digging, or Boring under streets, alleys, or sidewalks Placing building materials on city streets is not permitted. Permits must be paid and issued prior to closure. Please allow 72 hours for approval of ROW requests.

Applicant Name	Will Swanson
Mailing Address	916 Emerald Dr.
City	Storm Lake
State	Iowa
Zip Code	50588
Phone Number	5072696042
Email	jwilliamswanson@gmail.com
Closure Address	Cayuga from E 2nd to Bair Street, Bair Street from Cayuga to Seneca, Seneca from Bair St. to E 2nd St., and E 2nd St. from Cayuga to Seneca
Reason for Closure	Eucharistic Procession.
Type of Closure	• Street

Detailed map of area to be closed (required)



Start Date 06/02/2024 10:00 AM (CDT)

End Date 06/02/2024 11:00 AM (CDT)

Do you or your contractor(whoever is doing the work on the public ROW) have a valid proof of liability insurance in a minimum amount of \$1,000,000 with the City named as additionally insured on file with the City? (If no you will need to have proof of insurance on file before the permit will be issued).

Yes

Proof of Insurance Upload



Certificate-523795-0555002466.pdf

If you are digging, have you notified all utilities by calling Iowa One Call (800-292-8989) at least 48 hours before digging?

N/A

Is this a fiber boring project?

No

Filing of this ROW Closure Application does not indicate or guarantee that the City of Storm Lake will approve this application. Please allow 3-5 days for review of ROW closure.

Upon receipt of the completed application, certificate of liability insurance, and ROW Closure fee the City of Storm Lake will review the application and approve or deny the application. If approved the City of Storm Lake will issue a press release for the permit; however, this does not relieve the permit holder from notifying the adjacent and affected property owners of the closure.

Finally, applicant will provide appropriate barricades and cones for the project.

Signature Agreement

Signature

Date 04/29/2024

Thank you for providing this information. After clicking 'Submit' you will receive a Submission ID number that can be retained for future reference.

You will be updated by our staff, if necessary, as your submission is processed.

Have a great day!

Certificate of Coverage

Date: 4/29/2024

Certificate Holder
Diocese of Sioux City
1821 Jackson Street
Sioux City, IA 51102

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
ST MARY CHURCH
C/O ST MARY PARISH
P O BOX 1106
STORM LAKE, IA 50588-0000

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability	8745	7/1/2023	7/1/2024	Each Occurrence	1,000,000
	☒ Occurrence				General Aggregate	1,000,000
	☐ Claims Made				Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

This certificate of coverage is issued in reference to and limited to the St. Mary Parish of Storm Lake, Iowa's Eucharistic Procession being held on June 2, 2024.

Holder of Certificate

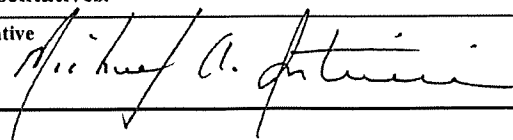
Cancellation

Additional Protected Person(s)

City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative



0555002466

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 6/1/2024 Charge _____ Credit _____

Cancellation Date of Endorsement 6/3/2024

Certificate Holder Diocese of Sioux City 1821 Jackson Street Sioux City, IA 51102

Location ST MARY CHURCH C/O ST MARY PARISH P O BOX 1106 STORM LAKE, IA 50588-0000

Certificate No. 8745 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an ***Additional Protected Person(s)*** the organization(s) shown in the schedule below.

Schedule - ADDITIONAL PROTECTED PERSON(S)

City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

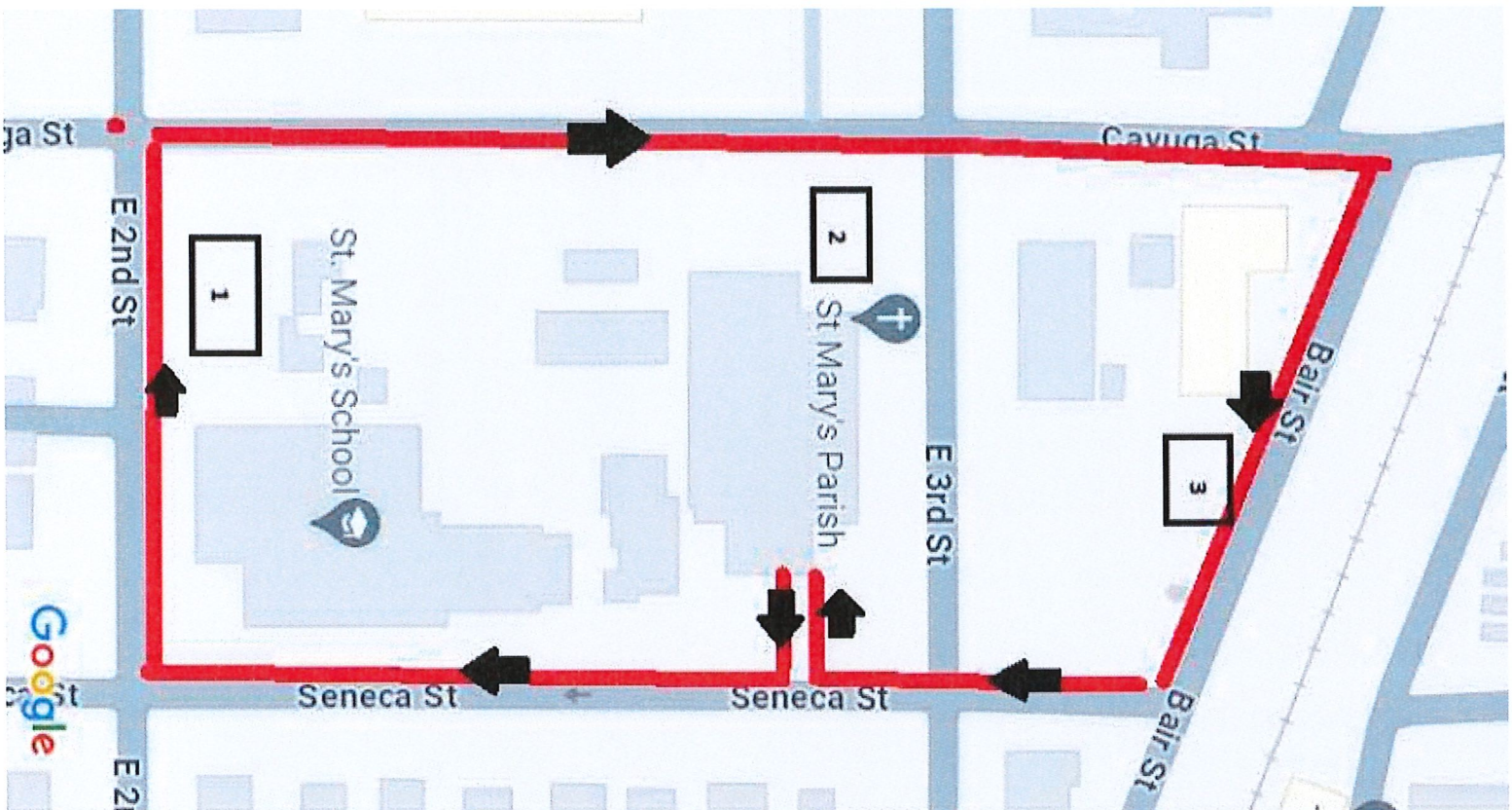
Remarks:

This certificate of coverage is issued in reference to and limited to the St. Mary Parish of Storm Lake, Iowa's Eucharistic Procession being held on June 2, 2024.

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the ***Additional Protected Person(s)*** named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the ***Protected Person(s)***. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the ***Additional Protected Person(s)*** must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).
2. Unless specifically agreed to by contract or agreement, the coverage extended to the ***Additional Protected Person(s)*** by this endorsement is excess and non-contributory over any other available coverage or insurance.
3. This endorsement does not apply to any ***Occurrence*** outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the ***Additional Protected Person(s)*** for ***Occurrences*** which cannot be attributed to primary acts or omissions of the ***Protected Person(s)***.
5. Provided that a premises is utilized by the ***Protected Person(s)*** in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the ***Additional Protected Person(s)*** for premises defects or other ***Occurrences*** which could not be discovered by the ***Protected Person(s)*** with reasonable diligence.
6. The limited coverage afforded to the ***Additional Protected Person(s)*** by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the ***Certificate Holder*** under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the ***Additional Protected Person(s)*** will not precede the effective date of this endorsement or extend beyond the cancellation date.



Route

Areas where group will stop.

Route could go in either direction based on logistics.

Staff Summary

05/20/2024

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: Chris Cole Police Chief

SUBJECT: **Motion To Approve 2024 Star Spangled Spectacular July 3rd and 4th Event Request**

BACKGROUND: Attached is a request for the 2024 July 3rd and 4th Star Spangled Spectacular events.

These events are consistent with those in years past.

FISCAL IMPACT: Parks and Public Safety will include costs for these events, but those costs will be absorbed by the normal operating budgets.

RECOMMENDATION: Vote on requests5

ATTACHMENTS:
[SSP Letter of Request for Events and ROW Permits](#)

May 7, 2024

Dear Chief Cole,

On behalf of the Star Spangled Spectacular Committee, we request the proper permits and variances necessary for activities planned for July 3rd and 4th, 2024. As with prior years, we respectfully request from the City of Storm Lake the following:

1. Use of Chautauqua Park and Sunset Park all day on the July 3rd and 4th.
2. Noise variance on July 3rd from 7am-12am and on July 4th from 6am to 11:30pm for Sunset Park and Chautauqua Park.
3. Amplified Music at Sunset Park Bandshell for music performances on July 3rd from 2pm-11am & July 4th from 11:30am-4pm, at Chautauqua Park for dance performances on July 4th from 1:30pm-4pm, and along Lakeshore Drive between the parks for a Live Duo Performance on July 4th from 12:30pm-5pm.
4. Amplified noise variance due to increased use of generators in Sunset and Chautauqua Park for food vendors and inflatables on July 3rd from 3:30pm-11pm & July 4th from 6am-5pm.
5. Use of Chautauqua Park and Sunset Park all day on the July 3rd and 4th.
6. Assistance for the classic car parade the evening of July 3rd for the route submitted to the Storm Lake Police Department.
7. Permit for the Ride/Run for 7am on July 4th for the route submitted to the Storm Lake Police Department.
8. Parade Permit for 10:30am on July 4th. The parade will start at the corner of Lakeshore Drive and College Avenue, ending at the intersection of Hudson and 3rd Streets.
9. Appropriate support from the City of Storm Lake Street Department, Parks Department and Department of Public Safety as required.
10. Fireworks permit issued by the City of Storm Lake Fire Chief. Fireworks are scheduled for 10pm on July 4th with the rain date of 10pm on July 6th. Fireworks will be shot off the jetty at Chautauqua Park.
11. Permission for food and arts/crafts with the event venues.
12. Permission to block access to streets and alley listed on the attached sheets on July 4th from 6am until 5pm and on Chautauqua Park Road as needed post-fireworks.

13. Permission for volunteers to operate specific rented golf carts along street closure areas as a transportation aide to visitors and for volunteer work between the parks all day on July 3rd & 4th during road closure times.

14. Permission for volunteers to operate a truck on Lakeshore Drive on July 4th from 6am-6:30am to put up the avenue of flags.

Thank you for your kind assistance,

Holly Schipper & Liz Smith

2024 Commodores

Star Spangled Spectacular

Requested Street Closing- July 4th, 2024

7am until After Ride-Run

· Lakeshore Drive- Grand-West 4th-Shoreway- Angier- West 5th-Hwy 110- Sunrise Park Road - Lakeshore

6am until Post-Parade

- Grand Avenue. Grand Avenue from West 4th Street south to West Lakeshore Drive.
- West 4th Street. West 4th Street, the eastbound lane from a point approximately 350 feet west of the intersection of West 4th Street and Grand Avenue east to Grant Avenue for the check-in of parade entries into the parade lineup area. This section will be opened up at 11:00 a.m., shortly after the parade begins.
- College Avenue. College Avenue from West 4th Street south to West Lakeshore Drive.
- College Avenue. College Avenue from West Lakeshore Drive south to the terminus.
- West 3rd Street. West 3rd Street from College Avenue west to the alley between College Avenue and Otsego Street.
- Hudson Street. Hudson Street from East Lakeshore Drive north to East 3rd Street, including all of the intersection of East 3rd Street for disbursement of the parade entries at the end of the route.
- West Lakeshore Drive. West Lakeshore Drive from Grand Avenue to Lake Avenue, including the full intersection of Lake Avenue and Lakeshore Drive.

- East Lakeshore Drive. East Lakeshore Drive from Lake Avenue to Superior Street.
- Chautauqua Park Drive. Chautauqua Park Drive from East Lakeshore Drive to Hudson Street Extension.
- Hudson Street Extension. Hudson Street Extension from Chautauqua Park Drive north to East Lakeshore Drive.
- Peterson Drive. Peterson Drive from Grand Avenue west will be closed to through traffic but available for local traffic. Storm Lake United will notify residents in that area of access issues during the parade lineup times.
- All alleys within the event perimeter

6am until 5pm

- College and Lakeshore, Otsego and Lakeshore, Ontario and Lakeshore, Geneseo and Lakeshore, and Geneseo and 2nd Street
- West Lakeshore Drive. West Lakeshore Drive from Grand Avenue to Lake Avenue, including the full intersection of Lake Avenue and Lakeshore Drive.
- East Lakeshore Drive. East Lakeshore Drive from Lake Avenue to Superior Street.
- Michigan at W 1st Street (for east-west traffic)
- W 1st Street at Lake Ave (west side of intersection) Lake Avenue and 1st Street (South side of intersection) Lake Ave and Lakeshore and Irving and Lakeshore
- Cayuga and Lakeshore
- Seneca and Lakeshore
- Oneida and Lakeshore
- Hudson Street Extension at Lakeshore (west side of intersection), Chautauqua Park Drive at Hudson Extension (west side), Chautauqua Park Drive at Lakeshore (west side)
- All alleys within the event perimeter

6am until post fireworks-July 4th

- Chautauqua Park Drive E. and Lakeshore Hudson Extension at Lakeshore Drive to create a safety zone for fireworks.

Staff Summary

05/20/2024

Agenda Item # F.4.



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: Chris Cole Police Chief

SUBJECT: **Motion To Approve Buena Vista County Suicide Prevention Coalition Awareness Walk and Resource Fair request**

BACKGROUND: Attached is a request from the Buena Vista County Suicide Prevention Coalition Awareness Walk and Resource Fair for a noise variance.

This event is similar to past years and has not caused any issues.

The event consists of an awareness walk on Saturday September 28th 2024 from 9AM to 12PM. The walk begins in Chautauqua Park near the shelter house east along the lake trail around the Great Lawn and back to Chautauqua Park.

The request is for a walk permit and noise variance for amplified music and announcements.

FISCAL IMPACT: None

RECOMMENDATION: vote on request

ATTACHMENTS:

[Noise Variance Request](#)

[05202024 - BV County Suicide Prevention Coalition Event Forms.pdf](#)

Chris Cole

From: Jenny Ahlers <ahlejen@hotmail.com>
Sent: Thursday, May 16, 2024 12:37 PM
To: Chris Cole
Subject: Noise Variance & Yumvee Request

Chris,

Good afternoon! I am emailing a Noise Variance Request and Yumvee presence (if staffing allows) request for Saturday, Sept. 28, 2024 for our Buena Vista County Suicide Prevention Coalition Awareness Walk & Resource Fair.

The route is Chautauqua to KP around the grand lawn, through Chautauqua to circle park and back to Chautauqua.

I have already reserved the shelter house for that date with the City Hall.

Please let me know if you need any further information.

Thank you,

Jenny Ahlers
712-299-8008

Get [Outlook for iOS](#)

Chautauqua Park Shelter House Rental Request

05/16/2024 12:24 PM (CDT)



106

Rental Date 09/28/2024

Please select Side: • East \$110 (closer to playground)

Rental is from 7:00 AM to 10:00 PM the day of the rental only.

Rental Agreement between the City of Storm Lake and

Name (Here after known as Renter) Buena Vista County Suicide Prevention Coalition (Jenny Ahlers, Contact)

Address 111 Park Street

City Lakeside

State Iowa

Zip 50588

Email ahlejen@hotmail.com

Phone Number 7122998008

Renter hereby agrees that they are renting the Chautauqua Park Shelter House on the above date from the City of Storm Lake and that in doing so they have read and understand the rules and regulations that are required of persons and groups who rent the Chautauqua Park Shelter House. The renter agrees to the following rules and regulations:

- I will not allow vehicles including trailers to be driven within the City Park system including the area around the Chautauqua Park Shelter House (Vehicles shall remain only on the parking area provided and shall not be driven on or over any grass or sidewalks within the park system.)
- I agree that crepe paper piñatas are not allowed to be used within the shelter facility
- I agree to clean up and remove any trash from the facility at the end of my rental period including the removal of tape, banners, and streamers that I may hang. (Trash may be placed in the Park Dumpster located to the south of the Park maintenance facility.)
- I understand that I will be issued a key on the day preceding my rental or the Friday preceding weekend rentals and that I am responsible for returning the key NO LATER than 8:00AM on the day after my rental date or I will be charged for the cost of re-keying the facility. If key return is required on Saturday, Sunday or Holiday key should be placed in the City Hall drop box located at 620 Erie Street.
- I understand and agree that I am not to enter the shelter house for any purpose, including the early decorating or late clean up, outside of the hours of my rental agreement.
- I understand that I am responsible for reporting any damages that are present prior to my rental period immediately upon entry of the facility for the first time by calling the Buena Vista County Communications Center at 712-749-2525.
- I understand that I am responsible for any damage that occurs during my rental including any unreported damage.
- I understand that I will be billed and am responsible for the cost of repairs in excess of the amount of my damage deposit.
- I understand that if I do not pay for any invoiced damages within 30 days of the date on the invoice that the City of Storm Lake shall charge me a delinquent fee of 10% for each month that the invoice is not paid. I also understand that after 45 days of nonpayment that the City of Storm Lake reserves the right to take further measures against me to recover the costs of damages incurred during my rental period. (Individuals who allow damage to incur during their rental period will not be allowed to rent the shelter house again for a period of 24 months following the date of the rental.)
- I agree that I will not use the shelter house for a for-profit event.
- I understand that the rental date is not booked until this form has been completed including my signature and the rental fee has been paid to the City of Storm Lake.
- I agree to hold the City of Storm Lake harmless for any injuries that happen as a result of my rental of the Chautauqua Park Shelter House.

In consideration of the fee paid by the renter to the City of Storm Lake the City agrees to provide the shelter house on the stated date during the hours of 7:00 AM to 10:00 PM for use by the renter.

The City of Storm Lake has in effect the following refund policy for renters of the Chautauqua Park Shelter House:

- Cancellation at least 3 months in advance of the rental date renter would receive a 50% refund on their rental fee and 100% refund on their damage deposit
- Cancellation within 3 months of the rental date the renter will receive no refund on their rental fee and 100% refund of their damage deposit.

Renter Signature

I understand that this application does not guarantee a reservation. To complete reservation call 712-732-8000 to make payment using a card or bring payment to City Hall 620 Erie St.

Yes

Event Request Form

05/16/2024 12:34 PM (CDT)



108

Name of Requesting Party or Group	Buena Vista County Suicide Prevention Coalition (Jenny Ahlers, contact)
Phone #	712298008
Mailing Address	111 Park Street
Email	ahlejen@hotmail.com
City	Lakeside
State	Iowa
Zip	50588
2nd Contact	Casey Orth-Nebitt
2nd Contact Email	coneblatt@icloud.com
Position/Relationship	Co-Founder
2nd Contact Cell Phone	7575086716
Event Location	Chautauqua Park

Will you be requesting rental of the Chautauqua Park Shelter House?

Yes

Chautauqua Shelter Rental

- Chautauqua East (near playground) \$110 rental fee

Rental is from 7:00 AM to 10:00 PM the day of the rental only.

Renter hereby agrees that they are renting the Chautauqua Park Shelter House on the above date from the City of Storm Lake and that in doing so they have read and understand the rules and regulations that are required of persons and groups who rent the Chautauqua Park Shelter House. The renter agrees to the following rules and regulations:

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- I agree that I will not use the shelter house for a for-profit event.
- I understand that the rental date is not booked until this form has been completed including my signature and the rental fee has been paid to the City of Storm Lake.
- I agree to hold the City of Storm Lake harmless for any injuries that happen as a result of my rental of the Chautauqua Park Shelter House.

In consideration of the fee paid by the renter to the City of Storm Lake the City agrees to provide the shelter house on the stated date during the hours of 7:00 AM to 10:00 PM for use by the renter.

The City of Storm Lake has in effect the following refund policy for renters of the Chautauqua Park Shelter House:

- Cancellation at least 3 months in advance of the rental date renter would receive a 50% refund on their rental fee and 100% refund on their damage deposit
- Cancellation within 3 months of the rental date the renter will receive no refund on their rental fee and 100% refund of their damage deposit.

Event Date 09/28/2024

Event Type Community Event

Event Start Time 8:00 AM (CDT)

Event End Time 2:00 PM (CDT)

Will there be amplified noise such as music, spoken word through a microphone or karaoke?

Yes

Use of amplified noise will require a noise variance which will be heard by City Council.

Will you have horses involved in the event?

No

Will you be selling food or drink as a part of event?

No

Will you be charging admission to this event?

No

Will you be erecting a tent?

No

How many people will be attending the event? 150

Do you have electrical needs?

No

Will there be alcohol at the event?

No

Will you have inflatables at the event?

No

Will there be fireworks involved with this event?

No

Are you requesting security services provided by Storm Lake Public Safety?

No

Signature



Signature Date

05/16/2024

Based on the answers provided on this application, City staff will review your event application and provide you with staff support for the event to ensure that you have the appropriate permits, licenses, and reservations in place for a successful event. If you have any questions regarding this application, please contact the City Clerk's office at 712-732-8000 or by email at cityclerk@stormlake.org.

I understand that submitting this application does not guarantee a reservation and that I will receive follow information on planning this event. Yes

Are you requesting Street closures?

No

Staff Summary

05/20/2024

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: Brian Oakleaf Finance Director

SUBJECT: **Acknowledgement of the FY2025 Budget Book**

BACKGROUND: Following the approximately 6-month process of budget preparation and Council's consideration, the City Council has adopted the fiscal year 2024-2025 budget. The budget documents are compiled into a budget book and made available to the public.

The budget was certified to the State of Iowa in accordance with Iowa Code.

The budget book has been added to the City's website and is available upon request to the City Clerk.

FISCAL IMPACT: All revenues and expenses approved within the FY2025 will be accounted for by staff through generally accepted accounting principals.

RECOMMENDATION: City Council adopted the fiscal year 2024-2025 budget on April 15th, 2024. Attached is the summary of fiscal year 2024-2025 budget including all departmental expenses, council goals, capital projects and official budget adoption certification.

ATTACHMENTS:

[FY2025 Budget Overview.pdf](#)

[FY2025 CIP.pdf](#)

[FY2025 Certification.pdf](#)

FY2025 BUDGET OVERVIEW

FISCAL YEAR 2024-2025 BUDGET ADJUSTMENTS

- We are still waiting for costs related to general property insurance, worker's comp insurance, and liability insurance. Health insurance increases will not be passed on to the employee.
- The proposed budget includes a 3% wage increase for full-time employees.
- Electric cost increases of 7%.
- Gas utility service increase of 6%.
- Various substantial chemical increases.

ENTERPRISE REGULATIONS:

- The State of Iowa regulates water service from companies serving 2,000 or more people. All public utility regulations are outlined in Iowa Code.
- At the federal level, the Public Utilities Regulatory Practices Act (PURPA) at section 210 (16 U.S.C. §824a-3) prohibits discrimination against customer-owned generation and requires rates to be "just and reasonable...and in the public interest."
- Iowa Code section 388.6 prohibits discriminatory rates for all city utility types, including gas, water, and telecommunications.
- Water service deposits may not exceed the usual cost of 90 days of service under Iowa Code §384.84(4)(d).
- The applicable rules for the disconnection of water are found in Iowa Code § 384.84 which contains provisions relating to hearings, notice to landlords, and placing liens on property for nonpayment.
- Iowa Code § 8A.504 provides for the Income Offset collection program. Under this program, a municipal utility can certify to the Department of Administrative Services (DAS) the debt owed by a customer, which the utility would otherwise likely write off.

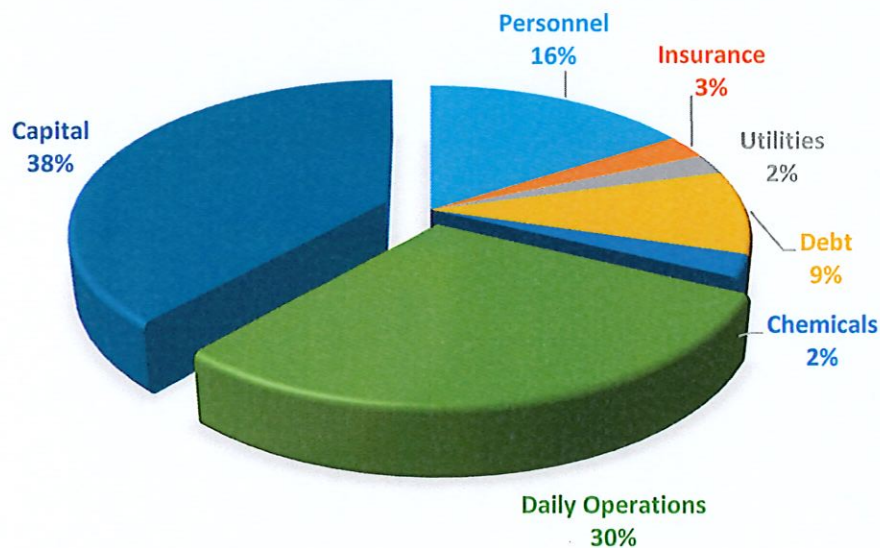
FY2025 COUNCIL GOALS

Below is a list of goals set by City Council during the 2023 Strategic Planning Retreat held on December 6th, 2023 and adopted via resolution 25-R-2023-2024. City Staff has implemented these goals in the FY2025 budget accordingly:

FISCAL YEAR 2024-2025 OVERALL BUDGET:

Personnel	\$ 7,460,205	15.91%
Insurance	\$ 1,197,603	2.55%
Utilities	\$ 1,042,989	2.22%
Debt	\$ 4,199,664	8.96%
Chemicals	\$ 1,161,236	2.48%
Daily Operations	\$13,828,521	29.49%
Capital	\$17,996,709	38.38%
TOTAL EXPENSES	\$46,886,928	

TOTAL BUDGET ALLOCATION



FISCAL YEAR 2024-2025 COUNCIL GOALS:

1. Daycare: \$100,000

- Daycare Incentives \$ 100,000

2. Housing: \$100,000

- Housing Study Update \$ 25,000
- Condemned Housing Enforcement \$ 75,000

3. Infrastructure: \$14,031,082

- Airport Apron Expansion \$ 270,000
- Lake Ave Sidewalk \$ 300,000
- Sewer Televising & Inspection \$ 100,000
- Storm Water Site Improvements \$ 120,000
- Street Signal Light Battery Backup \$ 70,000
- Scout Park Lift Station Replacement \$ 174,000
- Ice House Lift Station Replacement \$ 126,000
- College & 3rd Lift Station Rep. \$ 972,000
- WWTP Water Line Replacement \$ 65,000
- WWTP Protective Coating \$ 85,000
- Water Line Replacement \$ 52,000
- Water Tower #5 \$7,937,117
- Well 15 Replacement \$2,236,465
- Well Rehab \$ 260,000
- Test Well Exploration \$ 65,000
- Well 23 Planning & Design \$ 255,000
- Well Land Acquisition \$ 225,000
- Infrastructure Management Plan \$ 250,000
- Campground Park Flood Mitigation \$ 40,000
- UV Bulb Bank Replacement \$ 41,000
- Plant Water Line Installation \$ 65,000
- Additional DNR Testing \$ 18,000
- Memorial Lift Station Upgrades \$ 21,000
- WWTP Upgrades \$ 12,500
- VFD Pump \$ 90,000
- Clear Well Maintenance \$ 50,000
- HSP Replacement \$ 60,000
- Storm Water Grates \$ 2,500
- Rain Gardens \$ 20,000
- Street Sweeper Services \$ 23,500
- City Wide Cleanup \$ 25,000

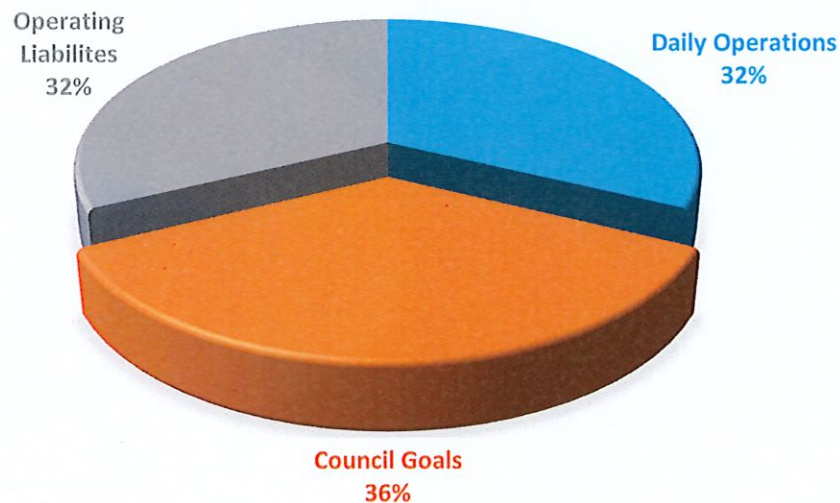
4. Recreation/Economic Development: \$2,553,431

• Lake Ave Blade Signs	\$ 65,000
• Spoil Site Development	\$ 450,000
• Downtown Holiday Lights	\$ 40,000
• KP Improvements	\$ 186,250
• Park Trails	\$ 25,000
• Spoil Site- Site Restoration	\$ 885,000
• Park Equipment	\$ 45,000
• Outside Agency Funding	\$ 97,650
• Economic Development	\$ 372,731
• Community Recreation	\$ 252,700
• Lake Ave Development	\$ 7,100
• Park Recreation Upgrades	\$ 100,000
• Park Amenities	\$ 5,000
• Scout Park Upgrades	\$ 22,000

FY2024-2025 BUDGET RECAP:

Operating Liabilities:	\$15,061,698	32.12%
Council Goals:	\$16,784,513	35.78%
Daily Operations:	\$15,040,717	32.10%

COUNCIL GOAL PERCENTAGE



OUTSIDE AGENCY FUNDING

Each year the City of Storm Lake takes requests from tax-exempt organizations throughout the community to award grant money the City has available on an annual appropriation basis. This year, the City received 8 requests totaling \$97,650.

REVENUES:

Revenues to support the outside agency funding will come from the general fund.

FISCAL YEAR 2024-2025 BUDGET:

Outside Agency Requests

Applications were received by:

<u>Agency</u>	<u>Project</u>	<u>Total Request</u>
Imagine the Possibilities	Waterpark Passes	\$ 500
PFLAG Storm Lake	Education Material	\$ 500
SALUD	Int'l Women's Day Event	\$ 650
BV Historical Society	Kitchen/Storage Upgrades	\$ 3,000
NCI Small Business Dev	Essential Services	\$ 5,000
Witter Gallery	Fine Arts	\$18,000
Upper Des Moines	Emergency Assistance	\$20,000
SLU Development	SLU Mission Fulfillment	\$50,000

Notes:

***Awardees must be willing to enter, or have already entered, into a 28E agreement with the City of Storm Lake pursuant the State Auditor's Office.

***Awardees must provide a mid-year update to the City Council on project status.

***Awardees are required to account to the City the use of the public funds to determine that the public purpose is met.

***Awardees are not permitted to use public funds for salaries.

Council to come to a consensus on amounts (if any) of Outside Agency funding.

Administration

General Fund

The General Fund is the primary ledger accounts that record all assets and liabilities of the City which are not assigned to a special purpose. The primary divisions of the General Fund include: Public Safety, Code Enforcement, Airport, Library, Parks, Campground, Golf Course, Economic Development, Finance, Administration, Cottages, and Outdoor Water Park.

Airport:

Revenues- \$402,000

Expenses- \$400,091

Transit System:

Operating Expense- \$8,000

In-Kind Support includes parking location and use of electricity.

Municipal Band:

Operating Expenses- \$8,000

Community Education:

Operating Expenses- \$115,250

Mayor & City Council:

Payroll- \$60,709

Franchise Fees:

Revenues- \$964,000

Administration:

Revenues- \$426,950

Payroll- \$117,389

Operating Expenses- \$474,477

Cottages:

Revenues- \$167,400

Operating Expenses- \$61,725

Local Option Sales Tax

Local Option Sales Tax is the 1% voter approved specific purpose tax that is returned to the City for streets, buildings, debt retirement and capital improvements.

Estimated Revenues: \$1,848,000

Debt Expenses: \$ 400,600

Capital Expenses: \$1,539,750

Hotel Motel Tax

Hotel Motel Tax is the tax generated and returned to the community from recreation. Per Section 422A.2(4)(a) of the Code of Iowa, 50% of this revenue must go back into the community for recreation, culture and tourism ,and related debt.

Estimated Revenues:	\$432,600
Debt Expenses:	\$129,900
Community Recreation:	\$252,700
Tourism:	\$ 50,000

Sales Tax Increment Financing Fund

As part of our flood mitigation projects, the State enacted a STIFF program to assist with offsetting costs for flood mitigation projects. These funds are used to repay bonds incurred by flood mitigation projects.

Estimated Revenues:	\$249,960
Debt Expenses:	\$249,960

Tax Increment Financing

Tax Increment Financing is a public financing method used as an incentive for redevelopment, infrastructure, and other community improvement projects. TIF is a way for the City to divert future property tax revenue increases from a defined area (Urban Renewal Area) toward an economic development or public improvement project in the community. The City currently has 5 Urban Renewal Areas:

Industrial Park URA

Projected Revenues:	\$2,724,939
Debt Repayment Expenses:	\$2,724,939

Bargloff URA

Projected Revenues:	\$379,714
Debt Repayment Expenses:	\$379,714

LMI #3 URA

Projected Revenues:	\$15,922
Debt Repayment Expenses:	\$15,922

LMI #4 URA

Projected Revenues:	\$20,219
Debt Repayment Expenses:	\$20,219

Donations

The City of Storm Lake maintains several donation funds which are earmarked for specific purposes. These funds are collected and disbursed accordingly per the use of the funds.

Crime Prevention

Estimated Revenues: \$3,500

Projected Expenses: \$3,500

Parks

Estimated Revenues: \$1,000

Projected Expenses: \$1,000

Memorial Funds

The City maintains several memorial funds. Each are limited per a contractual agreement on what the funds are used for.

Library Memorial Funds

Estimated Revenues: \$9,535

Projected Expenses: \$8,330

Law Enforcement Funds

The City maintains evidence funds for the Public Safety Department which are held for a judge's ruling.

Law Enforcement

Estimated Revenues: \$5,500

Projected Expenses: \$5,500

Evidence

Estimated Revenues: \$0

Projected Expenses: \$0

***Note: Transfers between funding sources are not included to get a clear picture of revenue vs expenses per division. Transfers were approved during the CIP process.

ECONOMIC DEVELOPMENT

Our economic development strategies are based on the needs, assets, and goals of the Storm Lake community. The Economic Development Department seeks to improve economic well-being and quality of life by encouraging business investment opportunities and supporting business retention, expansion, attraction, and job creation to maintain a healthy economy and increase our tax base.

The City of Storm Lake through the Development Services Specialist is committed to promoting and sustaining a strong, successful business climate by providing assistance and support with grants, loans, business and financial planning, apprenticeship programs, retail recruitment, expansion, retention, succession planning and development opportunities.

Comprehensive Economic Development requires the support of elected officials and partner organizations. The Development Services Specialist works closely with City Council, Iowa Economic Development Authority, Small Business Development Center, Iowa Lakes Corridor Development, Iowa Workforce Development, The Retail Coach, NW Iowa Planning and Development, Buena Vista University (The Foundry) and Iowa Central Community College.

Economic Development Highlights:

- Conducted 35 Business Retention and Expansion Visits (BRE) In collaboration with ILCDC.
- During BRE visits identified business owners with no succession plan in place. Provided direction and assistance with succession planning resources that connect business owners planning to sell, retire or transition out of a leadership role with entrepreneurs looking for an acquisition or expansion opportunity.
- Met with 15 local entrepreneurs and provide strategic business planning assistance prior to them opening their businesses.
- Created a “Where Do I Start” information packet for startups/entrepreneurs that includes a business plan template, 10-step guide to start a business, a business entity chart, IA business tax registration form, a list of funding options and insurance information. Created a database of available buildings and properties.
- Built an Economic Development page on the city website to provide online access to topics such as: Starting a New Business, Business Tool Kit, Funding, Site Selection, Workforce, Housing, Childcare, Webinars and Workshops, Development News, Retail Coach Reports and Retail Site Development Opportunities, Downtown Master Plan and ADA information.
- Worked with The Retail Coach to establish our Community Retail Profile, Demographic Snapshot and identified our Primary Retail Trade Area for retail recruitment. Created a webpage on city website so reports are available to our business community.
- Secured a Rural Child Care Market Study Grant through the IEDA and formed a child care steering committee for analysis and strategic planning.

FACTORS AFFECTING THIS BUDGET YEAR

There were no unforeseen expenses in the current year.

FISCAL YEAR 2024-2025 BUDGET ADJUSTMENTS

Iowa Lakes Corridor Membership-	\$37,600
NW IA Planning & Dev Member-	\$ 7,325
Land Options-	\$20,000
Housing Study Update-	\$25,000
Retail Coach-	\$25,000

BUDGET OVERVIEW

Expenses- \$372,731

BUILDING & CODE ENFORCEMENT

The Storm Lake Building Department consists of two full time employees who inspect and enforce national and local building codes for new construction and remodels. Additionally, the Building Inspector and Building and Code Compliance Director are responsible for storm water inspections, rental housing inspections, enforcement of the Zoning Ordinance, working with the Planning and Zoning Commission and Board of Adjustment, dangerous building inspections, and coordinating with the other City Departments on areas of overlap. Working closely with the Building Department, the City's Code Enforcement Officer assists with inspections and enforcement of the City Property Maintenance Code, scheduling of rental inspections, inspecting sidewalks, storm water inspections, rental inspections, and scheduling of building inspections, as well as setting up Planning and Zoning Commission and Board of Adjustment meetings.

FISCAL YEAR 2024-2025 BUDGET ADJUSTMENTS:

Increase in Condemned Housing Costs- \$75,000
 Site Plan Review Device & Screen- \$6,000

New Position: Electrical Maintenance Engineer

BUDGET OVERVIEW

Total Revenues- \$46,000

Expenses- \$341,714

Personnel- \$161,174

Operations/Maintenance- \$160,540

47% of the total expenses

53%

POLICE DEPARTMENT

The Storm Lake Police Department provides 24-hour law enforcement services to the City of Storm Lake. The department currently consists of 20 sworn Police Officers, 1 Community Service Officer, 2 Civilian Office staff members and 3 Civilian Volunteers (two chaplains and one tactical team medic).

The Storm Lake Police Department Patrol Division is made up of 4 Lieutenants and 14 patrol officers. Each Lieutenant oversees a patrol shift consisting of two to three patrol officers and one Community Service Officer.

The patrol division is primarily responsible for answering calls for service which include:

- Responding to emergency calls
- Taking criminal complaints
- Enforcing traffic laws
- Addressing quality of life issues
- Investigating vehicular accidents
- Preliminary Investigation of crimes
- Community Policing
- Networking with other community service providers
- Enforcing city and state criminal laws
- Animal Control

The Criminal Investigation Division (CID) is made up of 2 detectives supervised by the Assistant Chief.

The investigation division is responsible for major case crimes and follow up investigations. SLPD Detectives provide the highest quality criminal investigations by conducting timely and thorough investigations using advanced investigative techniques and forensic equipment.

The Community Service Officer (CSOs) is a civilian officer that works under the umbrella of the patrol division. The CSOs primary responsibilities are interpretation, translation, and community outreach. CSOs further assist with performing city code enforcement, house watch, security checks, funeral escorts, parking enforcement and fingerprinting.

The Police Department Special Services Division has specially trained officers in the following areas:

Tactical Entry Team (E-Team)
 Hostage Negotiators
 Clandestine Drug Lab Response Team
 Underwater Search and Recovery Dive Team
 Sexual Assault Response Team (SART)
 Drone Pilots
 K-9 Unit
 Narcotics Unit
 Community Engagement / Community Outreach

REVENUES:

The operations for the Storm Lake police department budget are covered by the City's general fund with other revenue coming from fines and fees outlined in the City's fee resolution.

CURRENT FEE RESOLUTION

<u>Fee</u>	<u>Rate</u>	<u>Code Reference</u>
Administrative Fee	\$30.00	
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)	\$75.00	5-1-3
Cat License – Not Neutered/Spayed (per year)	\$20.00	8-4-2
Neutered/Spayed (per year)	\$10.00	
Dog License – Not Neutered/Spayed (per year)	\$20.00	8-3-2
Neutered/Spayed (per year)	\$10.00	
Fingerprinting	\$10.00	
Impound/Storage Fee (per day)	\$30.00	8-6-5
Impound Storage Fee – felony related (per day)	\$50.00	
Parking Fine	\$15.00	9-11-4
Report Copies	\$ 5.00	
Police Escort Fee – per hour, per unit	\$75.00	5-1-3
Emergency Response and/or Cleanup of Material (per hour)		
Police Vehicle (per vehicle)	\$75.00	

FISCAL YEAR 2024-2025 BUDGET ADJUSTEMENTS:

Furniture at the Station-	\$26,000
Fire Alarm Rehab-	\$10,000
Parking Lot Rehab-	\$10,000
Surveillance Equipment-	\$ 2,000
SMART board-	\$ 6,500
Training Mat-	\$ 2,500

BUDGET OVERVIEW

Total Revenues-	\$30,500	
Expenses-	\$2,350,719	
Personnel-	\$1,711,969	73% of the total expenses
Operations/Maintenance-	\$638,750	27%

FIRE DEPARTMENT

The Storm Lake Fire Department is a mix of 2 full time employees and 24 volunteer fire fighters. These individuals work with 8 emergency vehicles. The Storm Lake Fire department covers approximately 90 square miles within Grant, Hayes, and Washington Townships which encompass the City of Storm Lake, City of Lakeside, and Truesdale. These surrounding areas enter into a fire service agreement with the City of Storm Lake for services.

FACTORS AFFECTING THIS BUDGET YEAR:

- Increased costs for uniform replacements: Helmets, Boots, Jackets, etc - \$4,954
- Increased costs for equipment & supplies: Hose Replacements, SCBA Replacements - \$20,547

REVENUES:

The operations for the Storm Lake fire department budget are covered by the City's general fund with other revenue coming from the surrounding service area governing bodies.

PROPOSED FEE CHANGES:

There were 79 call outs stemming from 20 separate commercial (including apartments & multi-occupant dwellings such as dorms) locations that had more than one false alarm.

There were 9 call outs stemming from 3 separate residential (single family dwellings, mobile homes, & condo buildings) locations that had more than one false alarm.

With an average 12 person response per call, the total personnel cost per call is \$180.00 not including the cost of fuel, vehicle maintenance, and wear and tear on vehicles and equipment.

The following is the current City Code regarding false alarm callouts:

The False Alarm fee is outlined in City Code 4-7-16. "The subscriber or proprietor utilizing a fire alarm system shall be liable to the City for the sum, in the amount set by Council Resolution, for each false fire alarm in excess of one (1) in any twelve (12) month period, whether intentionally activated by any person whether known or not, or due to equipment malfunction. Failure to pay the charge for false alarms within fifty (50) days after notice thereof shall be grounds for revocation of the alarm permit."

It is recommended to remove the false alarm fee from the City's Fee Resolution and amend the City Code to allow the enforcement of the violations through the municipal infraction process. The current schedule of Civil Penalties as outline in code 1-20-2(A):

First Offense	\$ 75.00
Second Offense	\$125.00
All Other Repeated Offenses	\$200.00

FISCAL YEAR 2024-2025 BUDGET ADJUSTMENTS:

There are several items that have been placed for deferred maintenance, those items have now reached a point where dereferences are no longer an option. Regular maintenance for an aging facility and normal fleet maintenance and repair of some of the older vehicles are also placing strains on the budget. This increased expense coupled with the steadily rising costs for anything fire service related have continued to place strain on the fire department budget. Routine supplies and equipment costs for items that are used by fire department members have also increased drastically across all manufacturers. This is equipment used on almost every call for service and are requirements. The NFPA is constantly releasing and updating recommendations and codes that are set to protect the health and welfare of firefighters. This has resulted in additional costs for testing and inspections of outside services to verify and document the safety and preparedness of equipment and occasionally adding new static equipment to units. Over the last two years the fire department has made significant strides in upgrading, improving, and maintaining firefighter and department equipment. Within the next 5 years all serviceable equipment will have been replaced in a rotation schedule that will allow for staggered lifespans, replacement schedules and less budgetary strain.

Additional Part-Time Inspector position: \$30,000

City code section 7-1-2 Establishment And Duties Of Bureau Of Fire Prevention addresses the responsibilities and establishment of the FPB. Commercial locations can change ownership, design, or undergo other changes that the fire department may not be aware of. With the hiring of a part time fire inspector, not to exceed 30 hours per week unless special circumstances exist, the opportunity will now exist to enter, inspect, and document all commercial establishments within the City of Storm Lake.

In 2023 we launched the Community Connect program through our response software First Due. One of the many capabilities of the platform is the ability to create highly detailed pre-plans of a structure or location. When the inspector is conducting the inspection, information will be simultaneously gathered about alarm systems, entry and exit points, fire department connections and other information as well as site photos and drawings. All this information will be entered into the specific address to create a detailed pre-plan. While our firefighters are familiar with several larger commercial locations, it is impossible to know everything about every location. Each fire department vehicle is equipped with a vehicle mounted iPad. As the pre-plans are entered, they will be available to firefighters responding to an incident on our software, allowing them to access critical information about a specific address.

Annual fire inspections are a simple and effective way to enforce adopted fire codes, ensure compliance, and reduce risk and potential loss. The goal of the FPB is to build a relationship of understanding, knowledge sharing and increased safety with business owners. Their loss is our loss, and the goal of the fire department is to have a zero-fire loss community due to inspection and education initiatives.

With the hiring of a part-time fire inspector the City of Storm Lake will become a safer community and build a stronger relationship with its business establishments. This inspector will also be available for emergency response calls while completing duties, reducing the response time of fire department units.

Increased operational costs for repairs fire engines: \$6,000

Fire Hose & Fitting Replacements: \$25,000

Portable Vent Fan: \$5,600

BUDGET OVERVIEW

Total Revenues- \$152,185

Expenses- \$762,281

Personnel- \$399,312

52% of the total expenses

Operations/Maintenance- \$248,238

33%

Emergency Management- \$13,881

2%

Fire Truck Debt- \$100,850

13%

LIBRARY DEPARTMENT

The Storm Lake Public Library has 3 full-time employees and 4 part-time employees. Operations are governed by City administration and actions of Council-appointed members of the Storm Lake Public Library Board of Trustees. The longest serving Trustee is the Board President with over 20 years of continuous service. The library has been associated with the Friends of the Storm Lake Public Library since 1998, a fundraising non-profit corporation run by volunteer members. The Friends have purchased furniture for the children, teen, and main reading room, while providing all programming expenses.

The library serves 10,961 current card account patrons.

The library participates in a statewide interlibrary loan program with requests from public and academic libraries. Besides maintaining Storm Lake's library collection for a very diverse community; there are education and outreach programs, in-house public computers, hotspots or laptops for check out. The library is proud to offer a telemedicine video conference room to the public and is the only public library in Iowa to offer this service. The County Supervisors acknowledge the library's partnership with Linn Grove and Rembrandt Public Libraries. Also, in partnership with Salud and University of Iowa, Community Service Navigators meet on Monday afternoons at the library to help people find resources they need (food stamps, housing assistance, transportation).

REVENUES:

The operations for the Storm Lake library budget are covered by the City's general fund with other revenue coming from late fees and services outlined in the City's fee resolution. The library also requests funding from Buena Vista County on an annual basis for support.

FISCAL YEAR 2024-2025 BUDGET ADJUSTMENTS:

Accreditation for salaries- \$30,000
 Drainpipe installation (roof)- \$5,000
 Additional print/media materials- \$10,000

BUDGET OVERVIEW

Total Revenues-	\$31,477	
Expenses-	\$413,148	
Personnel-	\$209,466	51% of the total expenses
Operations/Maintenance-	\$203,682	49%

PUBLIC SERVICES

The public services department is made up of the City's Street, Parks, Golf, Campground, and Street Sweeping divisions.

STREETS:

The Road Use Tax Fund is funds eligible for street reconstructions, street maintenance, street lighting, and snow removal for Storm Lake's 109 lane miles of streets and 10 lane miles of gravel streets & alleyways.

The Road Use Tax Fund is a special revenue fund with support from the State of Iowa through Fuel Taxes. The State disburses funds on a per capita basis (FY2025 estimate is \$133) via the last census. A Street Finance Report is completed and submitted to the State each year.

FACTORS AFFECTING THIS BUDGET YEAR:

Major vehicle repairs (3)- \$76,097

Increased price for concrete & other supplies- \$18,478

FISCAL YEAR 2024-2025 BUDGET ADJUSTMENTS:

Electrical Upgrades-	\$ 5,000
Overhead Door Replacement-	\$ 10,000
Shop Light Upgrades-	\$ 5,000
Lake Ave Flower Pots-	\$ 3,500
Lake Ave Green House-	\$ 3,600
Rear Tine Tiller-	\$ 2,000
Road Grader Repairs-	\$ 50,000
Infrastructure Mgmt Plan-	\$250,000
• W 10th Street between Lake Ave and Vestal Street • Irving Street between Lakeshore Dr and 3rd Street	

BUDGET OVERVIEW:

Total Revenues- \$1,602,541

Expenses- \$1,663,382

Personnel- \$699,652	42% of the total expenses
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Operations/Maintenance- \$713,730	43%
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Infrastructure Mgmt Plan- \$250,000	15%
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PARKS:

The Parks Department is a mix of 1 full time employee and 3 to 5 part time employees. These individuals maintain 145 acres of parks including King's Pointe green areas. They also maintain 11 playgrounds, 4 bathrooms, 3 ballfields, 2 tennis courts, 1 beach, Chautauqua Shelter, and other open shelters. They are heavily involved in the Star Spangled Spectacular, Wood Wine and Blues, and other community events.

FACTORS AFFECTING THIS BUDGET YEAR:

Tool Cat Controller Replacement- \$8,477
 Park Restroom/Building Repairs- \$15,358
 Snack Shack Repairs- \$2,043

FISCAL YEAR 2024-2025 BUDGET SUPPLEMENTAL REQUESTS:

Park Building Roof Replacements- \$80,000
 Awaysis Light House Staining- \$20,000
 Increased Cost to Vehicle Repair- \$ 6,000
 Flood Mitigation (CG Shelter Area)- \$40,000
 New Trash Cans/Lids- \$ 5,000
 Play Surface Tile- \$ 5,000
 Frank Starr Park Security Equip- \$12,000
 Scout Park Security Equip- \$10,000

BUDGET OVERVIEW:

Total Revenues- \$15,695
 Expenses- \$489,837
 Personnel- \$197,637 40% of the total expense
 Operations/Maintenance- \$292,200 60%

GOLF:

This 100+ year old (1917) 9-hole golf course is located adjacent to King's Pointe Resort and Pirate's Pointe Miniature Golf. The senior citizens call the club house their senior center and offers the community another event location.

The golf course maintenance crew consists of 1 full time employee and two part time employees, down one from previous years, who work with 4 mowers, 2 utility vehicles, 2 sprayers, 1 aerator, 1 fertilizer, and 1 golf cart.

FACTORS AFFECTING THIS BUDGET YEAR:

Increased Chemical Costs- \$5,547

PROPOSED FEE CHANGES:

The following fees are proposed for the 2024 season:

<u>Fee</u>	<u>Current Rate</u>	<u>Proposed Rate</u>
New Member Single Pass	\$150.00	(Remove Pass)
Cart Rental 9 Holes	\$ 15.00	\$ 16.00
Cart Rental 18 Holes	\$ 25.00	\$ 26.00
Yearly Cart Rental	\$325.00	\$350.00

Fees subject to applicable taxes

FISCAL YEAR 2024-2025 BUDGET SUPPLEMENTAL REQUESTS:

Increased Chemical Costs- \$5,000

BUDGET OVERVIEW:

Total Revenue \$293,090

Total Expense \$284,042

Clubhouse Exp- \$168,499

Grounds Exp- \$115,543

Personnel- \$31,593

Operations- \$83,950

CAMPGROUND:

The campground offers 101 camping sites, onsite campground hosts receive hourly wage for hours worked and a free full hook up site. There are 4 hosts usually consisting of 2 couples. The campground does have firewood, ice and other items for sale.

An increase in long term guest requests and the need for larger sites has been noted. The campground has a large area mower, a weed eater and a utility vehicle for the hosts to use.

FISCAL YEAR 2024-2025 BUDGET SUPPLEMENTAL REQUESTS:

Building Gutters & Downspouts- \$1,500

Fire Ring Replacements- \$5,000

Picnic Table Replacements- \$5,000

Fencing Replacement- \$4,000

BUDGET OVERVIEW:

Total Revenues- \$195,000

Expenses- \$109,389

Personnel- \$27,619

Operations/Maintenance- \$81,770

****Note: Transfers between funding sources are not included to get a clear picture of revenue vs expenses per department****

WATER FUND

The Water Fund is one of the City's enterprise funds. Enterprise funds are self-supporting used to account for goods and services for which user fees and charges are paid in exchange for services provided. The Water Fund includes the following divisions: Administration, Water Plant, Distribution, and Water Meters.

Number of Water Accounts- 4,002
 Average Water Daily Flow- 3.5 MGD
 Highest Peak Flow- 4.9 MGD
 Number of Wells- 10 (Only 8 are in service)
 Number of Water Towers- 3
 Number of Clear Wells- 2
 Miles of Water Pipe- 90.7
 Water Mains: 82.4 mi
 Irrigation: 4.19 mi
 Raw Water Line: 4.11 mi
 Number of Hydrants- 540

FACTORS AFFECTING THIS BUDGET YEAR

The skid loader at the water plant required significant repairs to maintain operations in the amount of \$4,395. This unit is included in the current CIP to be replaced.

Due to increased water demand and peak flows:

- The amount of lime sludge removed from the plant is higher than previous years resulting in increased costs \$8,792 year to date over last year.
- Chemical cost increases exceed projections for FY2024. For example, a load of lime in February of 2022 cost \$238.41 per ton whereas the price in February of 2024 is \$377.72 per ton, a 58.4% increase.

A truck for the water distribution team has been on backorder since 2022 arrived in 2024 in the amount of \$75,446.

At the end of this fiscal year, projects will run over fiscal years which will affect the FY2025 budget:

- Water Tower #5 Construction
- Well #21 Construction

REVENUES

The Water Fund is operating in good financial health maintaining the Council desired 40% fund balance. Anticipated ending fund balance for fiscal year 2023-2024 will be \$3,997,767. The fund balance includes balances earmarked for project carry overs.

Estimated operating revenues are projected to be \$6,320,552, which includes a 7% increase to our water rates. This will result in an increase of water service charges by roughly \$2.16 per month for residential users.

Water revenues generated by residential users for 2023 were \$1,365,300, commercial users were \$683,632, and industrial users were \$3,593,679.

According to the City of Ames, Iowa 2022 annual Water & Sewer Rate Study, the City of Storm Lake is at \$28.92 for bill amounts at 600 cubic feet of use. This ranks the City of Storm Lake in the bottom 3rd of cities with 10,000+ population. The current median bill is \$32.48, \$3.56 more than the City's current rate.

PROPOSED FEE CHANGES:

The following fees are proposed for July 1, 2024:

<u>Fee</u>	<u>Current Rate</u>	<u>Proposed Rate</u>
Shut Off Fee	\$25.00	\$30.00
Turn On Fee	\$25.00	\$30.00
Bulk Water Sales	----	\$15.00 Min & Com Rate / 1,000 Gal
Urgent/Elective Shut off Fee	----	\$500.00

(This fee would apply when customers are unable to solicit services from a private business. Rate determined to not compete with private businesses.)

*****Fees subject to applicable taxes*****

FISCAL YEAR 2024-2025 BUDGET ADJUSTMENTS

A \$350,000 increase in cost of various chemicals for water treatment.

Additional sample stations for mandatory DNR reporting for \$10,000

Clear well maintenance in the amount of \$50,000

High Service Pump 4 Replacement for \$60,000

With the implementation of the FlexNet Meter Reading System, we have cut the number of meters needing to be read manually to 575 (575, 13.44%, of 4,278 active meters). This line item will continue to reduce the number of meters needing manual interaction.

BUDGET OVERVIEW

Total Revenues- \$6,320,552

Expenses- \$6,256,714

Personnel- \$1,272,177	20% of the total expenses
Operations/Maintenance- \$1,767,205	28%
Chemicals- \$1,050,366	17%
Debt Service- \$868,966	14%
Capital Expenditures- \$1,298,000	21%

SEWER FUND

The Sewer Fund is one of the City's enterprise funds. Enterprise funds are self-supporting used to account for goods and services for which user fees and charges are paid in exchange for services provided. The Sewer Fund includes the following divisions: Administration, Wastewater Plant, and Collection

Average Influent Daily Flow- 2.347 MGD

24.20% of the flow comes from residential users

75.80% of the flow comes from commercial and industrial users

Average Effluent Daily Flow- 2.211 MGD

Rain Events Daily Flow- We have seen up to 5 MGD

Sludge Hauled- 96.7 Dry Metric Tons in 2023

Miles of Sewer Pipe- 62.85

Force Main: 12.73 mi

Gravity Main: 50.12 mi

Lift Stations- 16

FACTORS AFFECTING THIS BUDGET YEAR

Vehicle repairs for lime truck and skid loader were higher than expectations in the amount of \$4,244.

A new odor control approach through State Chemical costs \$3,183 per month.

Projects in progress carried over to FY2025:

- College & 3rd Lift Station Replacement
- UV Building Upgrades

REVENUES

The Sewer Fund has a projected ending fund balance of \$2,058,415 and is operating at the Council desired 40%.

Revenues are projected to be \$4,817,696, which includes a 7% increase to our sewer rates. A 7% increase would result in an average residential bill to increase by \$3.31 per month.

According to the City of Ames, Iowa 2022 annual Water & Sewer Rate Study, the City of Storm Lake is at \$44.47 for bill amounts at 600 cubic feet of use. This ranks the City of Storm Lake in the middle of the pack of cities with 10,000+ population at 600 cubic feet. The median rate according to the study is \$42.19.

PROPOSED FEE CHANGES:

The following fees are proposed for July 1, 2024:

<u>Fee</u>	<u>Current Rate</u>	<u>Proposed Rate</u>
Sanitary Sewer Dump Fee	----	\$75.00 per load
Industrial FOG (Fat, Oil, Grease)	----	\$300.00 per load

Fees subject to applicable taxes

FISCAL YEAR 2024-2025 BUDGET ADJUSTMENTS

The City has been awarded a 90% grant from FEMA for the following projects:

	<u>Federal Share</u>	<u>Local Share</u>	<u>Total Cost</u>
1. Scout Park Lift Station	\$1,898,412.39	\$207,120.76	\$2,105,533.15
2. Ice House Lift Station	<u>\$ 789,461.91</u>	<u>\$ 86,131.94</u>	<u>\$ 875,593.85</u>
	\$2,687,874.30	\$293,252.70	\$2,981,127.00

SCADA Technology Rotation (Servers, Devices, Programming)- \$24,500

UV Bulb Bank Replacement- \$41,000

Plant Water Line Replacement- \$65,000

DNR Testing Services increase- \$8,000

Chemical Cost Increases- \$30,870

Memorial Lift Station Security Upgrades- \$21,000

WWTP Security Upgrades- \$12,500

Variable Frequency Drive Pump Replacement- \$90,000

BUDGET OVERVIEW

Total Revenues- \$7,505,570

Expenses- \$7,595,339

Personnel- \$1,014,473	13% of the total expenses
Operations/Maintenance- \$1,627,740	21%
Debt Service- \$577,499	8%
Capital Expenditures- \$4,375,627	58%

STORM WATER FUND

The Storm Water Fund is one of the City's enterprise funds. Enterprise funds are self-supporting used to account for goods and services for which user fees and charges are paid in exchange for services provided. The Storm Water Fund includes the following divisions: Administration and Collection.

Lane miles of Streets to be Swept- 96

-All streets were swept 6 times in 2023 (3 times in spring and 3 times in the fall)

-Central Business District was swept as needed- 6 total times in 2023

Number of Storm Intakes-745

Storm Water Quality Controls-64

REVENUES

The Storm Water Fund is not operating at the Council's 40% fund balance. The last increase to storm water fees was in May of 2013 which increased rates for Equivalent Residential Unit (ERU) to \$4.00 per ERU.

Estimated revenues are projected to be \$426,000.

FACTORS AFFECTING THIS BUDGET YEAR

Gutter Booms for Street Sweepers doubled in price to \$3,200.

FISCAL YEAR 2024-2025 BUDGET ADJUSTMENTS

Storm Water Grate Replacements- \$2,500

Rain Gardens Maintenance- \$20,000

Auxiliary Engine Replacement- \$15,000

Street Sweeper Parts (Including Gutter Booms)- \$8,500

BUDGET OVERVIEW

Total Revenues- \$426,000

Expenses- \$572,146

Personnel- \$125,328

22% of the total expenses

Operations/Maintenance- \$127,499

22%

Debt Service- \$199,319

35%

Capital- \$120,000

21%

LANDFILL FUND

The Landfill Fund is one of the City's enterprise funds. Enterprise funds are self-supporting used to account for goods and services for which user fees and charges are paid in exchange for services provided.

REVENUES

The Landfill Fund is operating in good financial health and maintains over the Council desired 40% fund balance of \$337,826. This allows us to schedule additional City-Wide Clean-up next fiscal year.

Estimated revenues are projected to be \$480,500, consistent with the last few years.

FACTORS AFFECTING THIS BUDGET YEAR

No unexpected costs this year.

FISCAL YEAR 2024-2025 BUDGET ADJUSTMENTS

Landfill assessment remains \$34 per capita. This assessment rate is determined by the Solid Waste Commission.

City-Wide Clean-Up- \$25,000

BUDGET OVERVIEW

Total Revenues- \$480,500

Expenses- \$568,955

Personnel- \$116,509

21% of the total expenses

Operations/Maintenance- \$44,300

7%

Landfill Assessment- \$383,146

67%

City-Wide Clean-Up- \$25,000

5%

City of Storm Lake, Iowa
Capital Improvement Plan
 2025 thru 2029

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2025	2026	2027	2028	2029	Total
Administration								
City Hall Updates	ADMN-17-01	3		20,000	20,000	20,000	20,000	80,000
Copier	ADMN-23-04	1				14,000		14,000
RTM75 Tritium DC Fast Charger	ADMN-25-01	4			142,000			142,000
Administration Total				20,000	162,000	34,000	20,000	236,000
Airport								
Fuel Tank Replacment	AIR-25-01	1				640,000		640,000
Apron Expansion	AIR-26-01	1	270,000	1,300,000				1,570,000
Airport Total			270,000	1,300,000		640,000		2,210,000
Building/Code Enforcement								
Vehicle Replacement	CODE-20-01	2	41,000			45,000		86,000
Building/Code Enforcement Total			41,000			45,000		86,000
Campground								
Cable Box/Service Line Replacement	CG-21-07	n/a		10,000				10,000
Seal Coat	CG-25-02	2		60,000				60,000
Security Cameras	CG-25-04	3	10,000					10,000
14 Site Renovation	CG-27-01	2				25,000		25,000
Middle Campground Renovation	CG-27-02	2				25,000		25,000
Concrete Pads	CG-27-03	2			15,000			15,000
Campground Mower	CG-28-01	1				10,000		10,000
Utility Vehicle- Workhorse	CG-29-01	n/a					10,000	10,000
Campground Total			10,000	70,000	15,000	60,000	10,000	165,000
Economic/Community Development								
Spoil Site Commercial Development Urban Renewal	ED-24-04	1	450,000	2,480,000				2,930,000
Replacement of Downtown Holiday Lights	ED-24-05	4	40,000					40,000
Lake Ave Sidewalk & Streetscape	ED-25-07	3	300,000	2,576,000				2,876,000
Housing Study	ED-25-09	1	25,000					25,000
Lake Ave Blade Signs	ED-25-10	2	65,000	65,000	50,000	50,000	50,000	280,000
Daycare Incentive	ED-25-11	1	100,000					100,000
Economic/Community Development Total			980,000	5,121,000	50,000	50,000	50,000	6,251,000
Fire Department								
Replace Engine #75	FIRE-23-04	1	890,000					890,000
Fire Station Expansion/Remodel	FIRE-23-05	1		115,000	1,971,756	1,971,757		4,058,513
Portable Radio Units	FIRE-24-06	1	10,000	10,000				20,000
Replace Aerial 71	FIRE-24-08	1			2,100,000			2,100,000
Battery Powered Spreaders (Jaws of Life)	FIRE-25-05	1	70,000					70,000
Supply Line Hose Replacement	FIRE-26-01	4		33,200				33,200

Department	Project #	Priority	2025	2026	2027	2028	2029	Total
Gear Locker Replacements	FIRE-26-02	4		12,600				12,600
Command Vehicle Replacement	FIRE-28-01	3				85,000		85,000
Fire Department Total			970,000	170,800	4,071,756	2,056,757		7,269,313
Golf Course								
Rough Mower	GOLF-18-01	1		85,000				85,000
Under Counter Cooler	GOLF-20-01	1	12,000					12,000
Pro Core 648 Aerifier	GOLF-20-02	2			30,000			30,000
Fairway Mower	GOLF-22-02	2					60,000	60,000
Toro Mower	GOLF-22-03	1				50,000		50,000
Replacement of Club Cars	GOLF-24-05	2	20,000		20,000			40,000
Gator Pro/Sprayer	GOLF-25-02	2	65,000					65,000
Shop Insulation	GOLF-29-01	4					30,000	30,000
Golf Course Total			97,000	85,000	50,000	50,000	90,000	372,000
King's Pointe								
Resort Remodel and Refresh	KP-17-04	1	186,250	186,250	186,250	186,250	186,250	931,250
King's Pointe Total			186,250	186,250	186,250	186,250	186,250	931,250
Library								
Indoor/Outdoor Lighting Updates	LIB-17-03	1	67,200					67,200
Shelving Replacement	LIB-24-01	4	40,500					40,500
Library Total			107,700					107,700
Outdoor Water Park								
OWP Circulation Pump	OWP-20-02	1	5,000	5,000	5,000	5,000	5,000	25,000
Outdoor Water Park Total			5,000	5,000	5,000	5,000	5,000	25,000
Parks Department								
Dock Replacement/New	PARKS-17-04	n/a			30,000	30,000	30,000	90,000
Trail- Set-Aside	PARKS-18-02	n/a	25,000	25,000	25,000	25,000	25,000	125,000
Utility Vehicle	PARKS-20-03	4			48,000			48,000
W9th Ballfield Fence	PARKS-24-01	2					35,000	35,000
Replace 3 Large Area Mowers	PARKS-24-05	n/a			75,000			75,000
Emerald Park Tennis Court Lights	PARKS-24-09	4			85,000			85,000
W9th Ballfield Lighting Replacement	PARKS-24-10	5			235,000			235,000
Awaysis Park Lighthouse Paint/Stain	PARKS-24-14	1				55,000		55,000
Spoil Site Study- Site Restoration	PARKS-25-03	2	885,000					885,000
Spoil Site Study- Parking Lot & Access Roads	PARKS-25-04	2		1,888,000				1,888,000
Spoil Site Study- Trails	PARKS-25-05	2			420,000			420,000
Spoil Site Study- Shelter/Restroom Building	PARKS-25-06	2				814,200		814,200
Spoil Site Study- Natural Play Area	PARKS-25-07	2					235,000	235,000
We-Go-Swing	PARKS-25-12	2	45,000					45,000
Playground Equipment	PARKS-26-02	n/a		100,000	100,000			200,000
King's Pointe Area Mower	PARKS-26-04	n/a	10,000					10,000
Bobcat Toolcat Attachments	PARKS-26-05	3		25,000				25,000
Park RR Epoxy Coating	PARKS-26-06	2		25,000				25,000
Seneca Park Play Equipment	PARKS-26-07	3		225,000				225,000
Parks Shop Addition	PARKS-27-01	4			185,000			185,000
Seneca Park RR	PARKS-29-02	4					100,000	100,000
Parks Department Total			965,000	2,288,000	1,203,000	924,200	425,000	5,805,200

Department	Project #	Priority	2025	2026	2027	2028	2029	Total
Police Department								
Patrol Vehicle	PD-17-01	2		124,000	62,000	65,000	68,000	319,000
Police Supervisor's Vehicle	PD-19-01	2	59,000			65,000		124,000
Copier	PD-19-02	1				14,000		14,000
CSO Truck	PD-21-01	3		30,000				30,000
K-9 Patrol Vehicle	PD-22-11	1				60,000		60,000
Unmarked Vehicle	PD-23-01	1		40,000				40,000
Security Cameras	PD-25-07	1	99,000					99,000
Police Department Total			158,000	194,000	62,000	204,000	68,000	686,000
Sewer Collection								
Sewer Line Replacement Set-A-Side	SEWCL-23-02	1		180,000	180,000	180,000	180,000	720,000
Sewer Manhole Set-A-Side	SEWCL-23-04	2		100,000	100,000	100,000	100,000	400,000
Sewer Televising & Inspection	SEWCL-24-03	1	100,000					100,000
1st Street CIPP	SEWCL-25-01	1			178,500	1,050,000		1,228,500
Force Main Evaluation	SEWCL-25-02	1			1,500	380,000		381,500
Camera Van	SEWCL-25-04	3					260,000	260,000
Jet/Vac Truck	SEWCL-26-01	1		620,000				620,000
Sewer Collection Total			100,000	900,000	460,000	1,710,000	540,000	3,710,000
Storm Water								
Aux Engines	STW-22-02	n/a					18,000	18,000
5th & NW Pipe Replacement	STW-25-01	1	30,000					30,000
12th & Lake Drainage Project	STW-25-02	1	20,000					20,000
Lakeshore Dr Bio Swell Replacement	STW-26-01	3		50,000				50,000
Vestal St SW Improvements	STW-27-01	2			109,000			109,000
W 10th Street Drainage	STW-27-02	2			50,000			50,000
N Seneca SW Improvements	STW-28-01	2	70,000					70,000
Lincoln Road SW Improvements	STW-29-01	2					101,000	101,000
Storm Water Total			120,000	50,000	159,000		119,000	448,000
Street Department								
East 4th Street	ST-18-04	1			627,000			627,000
North Lake Ave. Overlay	ST-18-05	2				1,268,500		1,268,500
Oneida Street- Lakeshore	ST-21-01	n/a		184,000	2,228,000	2,228,000		4,640,000
Storage Building	ST-21-03	1					500,000	500,000
Building Upgrades	ST-22-02	2		220,000				220,000
Plow Truck #59	ST-23-04	n/a		175,000				175,000
Infrastructure Plan Management	ST-23-06	2		250,000	250,000	250,000	250,000	1,000,000
Plow Truck #60	ST-24-02	n/a		250,000				250,000
Tree Truck #20	ST-24-03	n/a			135,000			135,000
Water Truck #7	ST-24-04	n/a			135,000			135,000
Mower #19	ST-25-01	n/a	100,000					100,000
Plow Truck #24	ST-25-02	n/a			150,000			150,000
Skidload w/ Attachments	ST-25-04	2	135,000					135,000
Equipment Trailer	ST-25-05	3	20,000					20,000
Toolcat Auger for Skidloader	ST-25-06	3	8,500					8,500
Shop HVAC Replacement	ST-25-08	1	20,000					20,000
Signal Light Battery Backup	ST-25-09	2	70,000					70,000
Fork Lift	ST-26-01	n/a		30,000				30,000
Towable Air Compressor	ST-26-02	3		30,000				30,000
1 Ton Dump Truck	ST-26-03	2		70,000				70,000
Holiday Décor Light Poles	ST-27-02	4			45,000			45,000

Department	Project #	Priority	2025	2026	2027	2028	2029	Total
Scissor Lift	ST-28-01	2				20,000		20,000
Truck Storage Building	ST-28-02	3					200,000	200,000
Boom/Bucket Truck	ST-28-03	2				100,000		100,000
Drum Mulcher Attachment	ST-28-04	4				52,000		52,000
Street Department Total			353,500	1,209,000	3,570,000	3,918,500	950,000	10,001,000

Wastewater Treatment Facility

Blowers	WWTP-19-01	1		200,000	200,000	200,000		600,000
Thickener Tanks (2)	WWTP-21-06	1			413,000	413,000		826,000
WWTP New Permit Requirement Set-A-Side	WWTP-23-09	1		150,000	150,000	150,000	150,000	600,000
Scout Park Lift Station Full Replacement	WWTP-23-11	1	174,000	2,026,650				2,200,650
Ice House Lift Station Replacement	WWTP-23-12	1	126,000	842,790				968,790
Emerald Park LS Replacement	WWTP-23-17	1					195,000	195,000
Pickup Truck (#128 Replacement)	WWTP-24-01	2				65,000		65,000
Parking Lot Expansion	WWTP-24-04	4			40,000			40,000
Golf Course LS Replacement	WWTP-24-05	1			170,000	995,000		1,165,000
Sample Station/NW LS Comm	WWTP-24-06	1			50,000			50,000
College & 3rd St Lift Station Replacement	WWTP-24-07	2	972,000					972,000
Trailer Mounted Generator	WWTP-24-09	3					100,000	100,000
Clarifier Scraper Blades	WWTP-24-10	2					65,000	65,000
A-Basin Mixer Replacements	WWTP-24-14	3		42,500		45,000		87,500
Crane Truck	WWTP-25-05	3			200,000			200,000
Water Line Replacement	WWTP-25-10	1	65,000					65,000
MCC & Panel Replacement	WWTP-25-12	2			250,000			250,000
WWTP RR/Locker Rehab	WWTP-25-14	2		90,000				90,000
Lab Fume Hood Replacement	WWTP-25-15	2		25,000				25,000
Portable Generator Replacements	WWTP-25-17	3				100,000	50,000	150,000
Protective Coating Application	WWTP-25-18	3	85,000	89,600				174,600
Dumping Site	WWTP-25-20	3		108,000	600,000			708,000
Trailer	WWTP-25-22	2				30,000		30,000
Blower Valves	WWTP-25-23	2		65,000				65,000
Clarifier Covers	WWTP-28-01	5				354,000	354,000	708,000
Wastewater Treatment Facility Total			1,422,000	3,639,540	2,073,000	2,352,000	914,000	10,400,540

Water Distribution

Water Line Replacement Set-A-Side	WD-17-01	1		180,000	180,000	180,000	180,000	720,000
Backhoe Replacement	WD-17-04	3					188,000	188,000
New Pickup	WD-21-01	2					65,000	65,000
Cast Main Replacement	WD-23-03	1	52,000	52,000	52,000	52,000		208,000
Trench Kit	WD-25-02	2	25,000					25,000
Hydro Excavation Truck	WD-28-01	1					600,000	600,000
Water Distribution Total			77,000	232,000	232,000	232,000	1,033,000	1,806,000

Water Plant

Water Tower #5	WP-22-04	1	7,937,117					7,937,117
Well 15 Replacement (New Well 22)	WP-23-16	1	2,236,465					2,236,465
Well Rehab	WP-23-17	1	260,000	260,000	260,000	260,000	260,000	1,300,000
Filter Media	WP-23-19	1		165,000				165,000
Basin 1 Repairs	WP-24-02	1		504,000				504,000
Wilden Pump	WP-24-04	1			13,000			13,000
Truck Replacement #138	WP-24-05	2					65,000	65,000
Test Well Exploration	WP-24-06	1	65,000					65,000
Jordan Well (New Well 25)	WP-25-03	1			816,000	4,800,000		5,616,000
Skid Loader	WP-25-04	2	130,000					130,000

Department	Project #	Priority	2025	2026	2027	2028	2029	Total
Flygt Sludge Pump	WP-25-06	2	20,000					20,000
New Pickup Truck	WP-25-08	2	70,000					70,000
Raw Water Lines	WP-25-09	1		36,000	200,000			236,000
Shallow Well (New Well 23)	WP-25-10	1	255,000	1,500,000				1,755,000
Shallow Well (New Well 24)	WP-25-11	1		255,000	1,500,000			1,755,000
Well Land Acquisition	WP-25-12	1	225,000					225,000
Tower 1 Removal	WP-26-01	3			1,300,000			1,300,000
Tower 2 Recoating	WP-26-02	3		1,057,300				1,057,300
Truck Replacement #139	WP-26-05	2		60,000				60,000
Tower Mgmt Set-A-Side	WP-26-07	1			85,000	85,000	85,000	255,000
Water Plant Expansion Design	WP-28-01	1				9,520,000	56,000,000	65,520,000
Water Plant Total			11,198,582	3,837,300	4,174,000	14,665,000	56,410,000	90,284,882
GRAND TOTAL			17,061,032	19,307,890	16,473,006	27,132,707	60,820,250	140,794,885

FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025
ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES
The City of: **STORM LAKE** County Name: **BUENA VISTA COUNTY**
Adopted On: **4/15/2024** Resolution: **43-R-2023-2024**

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	364,272,281	2b	355,092,610	
DEBT SERVICE	3a	462,141,603	3b	452,961,932	
Ag Land	4a	753,731			
City Number: 11-091 Last Official Census: 11,269					

Consolidated General Fund Levy Calculation

	CGFL Max Rate	CGFL Max Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
FY 2024 Budget Data	8.37000	2,684,287	320,703,523	13.59
	Limitation Percentage			
	3			
	CGFL Max Rate	CGFL Max Dollars	Revenue Growth %	
Max Allowed CGFL for FY 2025	8.12621		-100.00	

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	ENTER FIRE DISTRICT RATE BELOW			(A) Request with Utility Replacement	(B) Property Taxes Levied		(C) Rate
384.1	8.12621	Consolidated General Fund			5	2,960,153	2,885,557	43	8.12621
		Non-Voted Other Permissible Levies							
384.12(1)	0.95000	Opr & Maint publicly owned Transit			7		0	45	0.00000
384.12(2)	0.27000	Aviation Authority (under sec.330A.15)			11		0	49	0.00000
384.12(3)	Amt Nec	Liability, property & self insurance costs			14	115,281	112,376	52	0.31647
384.12(5)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.			462		0	465	0.00000
		Voted Other Permissible Levies							
28E.22	1.50000	Unified Law Enforcement			24		0	62	0.00000
		Total General Fund Regular Levies (5 thru 24)			25	3,075,434	2,997,933		
384.1	3.00375	Ag Land			26	2,265	2,264	63	3.00375
		Total General Fund Tax Levies (25 + 26)			27	3,077,699	3,000,197		Do Not Add
		Special Revenue Levies							
384.6	Amt Nec	Police & Fire Retirement			29	351,250	342,398		0.96425
	Amt Nec	FICA & IPERS (if general fund at levy limit)			30	312,250	304,382		0.85719
Rules	Amt Nec	Other Employee Benefits			31	950,585	926,632		2.60955
		Subtotal Employee Benefit Levy (29,30,31)			32	1,614,085	1,573,412	65	4.43099
			Valuation						
386	As Req	With Gas & Elec		Without Gas & Elec					
	SSMID 1 (A)	0 (B)		0	34		0	66	0.00000
	SSMID 2 (A)	0 (B)		0	35		0	67	0.00000
	SSMID 3 (A)	0 (B)		0	36		0	68	0.00000
	SSMID 4 (A)	0 (B)		0	37		0	69	0.00000
	SSMID 5 (A)	0 (B)		0	555		0	565	0.00000
	SSMID 6 (A)	0 (B)		0	556		0	566	0.00000
	SSMID 7 (A)	0 (B)		0	1177		0	1179	0.00000
	SSMID 8 (A)	0 (B)		0	1185		0	1187	0.00000
		Total Special Revenue Levies			39	1,614,085	1,573,412		
384.4	Amt Nec	Debt Service Levy 76.10(6)			40	335,666	329,000	70	0.72633
384.7	0.67500	Capital Projects (Capital Improv. Reserve)			41		0	71	0.00000
		Total Property Taxes (27+39+40+41)			42	5,027,450	4,902,609	72	13.60000

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following: Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

(City Representative)

(Date)

(County Auditor)

(Date)

CITY NAME: NOTICE OF PUBLIC HEARING - CITY OF STORM LAKE - PROPOSED PROPERTY TAX LEVY
STORM LAKE Fiscal Year July 1, 2024 - June 30, 2025

CITY #: 11-091

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 4/1/2024 Meeting Time: 04:30 PM Meeting Location: City Council Chambers, 620 Erie St. Storm Lake, IA

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.stormlake.org

City Telephone Number

Iowa Department of Management	Current Year Certified Property Tax 2023 - 2024	Budget Year Effective Property Tax 2024 - 2025	Budget Year Proposed Property Tax 2024 - 2025
Taxable Valuations for Non-Debt Service	311,391,402	355,092,610	355,092,610
Consolidated General Fund	2,606,346	2,606,346	2,885,557
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	119,067	119,067	112,376
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	330,838	330,838	342,398
FICA & IPERS (If at General Fund Limit)	293,683	293,683	304,382
Other Employee Benefits	288,395	288,395	926,632
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	366,553,322	452,961,932	452,961,932
Debt Service	631,425	631,425	329,000
CITY REGULAR TOTAL PROPERTY TAX	4,269,754	4,269,754	4,900,345
CITY REGULAR TAX RATE	13.40670	11.64013	13.60000
Taxable Value for City Ag Land	794,464	753,731	753,731
Ag Land	2,387	2,387	2,264
CITY AG LAND TAX RATE	3.00375	3.16691	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Residential	733	630	-14.05
Commercial property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Commercial	733	630	-14.05

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

Reasons for tax increase if proposed exceeds the current:

HF 718 requires a new Publishing format, with a new levy calculation and comparison. General Fund growth is due to a value increase that far exceeds the automatic Rate reduction. Other Employee Benefits includes partially self-funded health insurance, absorbing skyrocketing costs.

FUND BALANCE

City Name: STORM LAKE
Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2023									
Beginning Fund Balance July 1	1 3,428,157	4,126,591	-45,899	131,300	1,693,357	338,442	9,671,948	9,831,140	19,503,088
Actual Revenues Except Beg Balance	2 7,487,472	6,270,457	819,642	8,784,724	5,495,868	252,929	29,111,092	23,414,446	52,525,538
Actual Expenditures Except End Balance	3 7,414,424	6,590,573	901,946	8,816,017	5,912,421	71,225	29,706,606	19,448,922	49,155,528
Ending Fund Balance June 30	4 3,501,205	3,806,475	-128,203	100,007	1,276,804	520,146	9,076,434	13,796,664	22,873,098
Re-Estimated FY 2024									
Beginning Fund Balance	5 3,501,205	3,806,475	-128,203	100,007	1,276,804	520,146	9,076,434	13,796,664	22,873,098
Re-Est Revenues	6 7,611,556	6,112,539	2,029,143	2,986,865	1,007,335	32,700	19,780,138	22,024,296	41,804,434
Re-Est Expenditures	7 8,362,722	6,457,103	2,029,143	2,973,693	1,230,939	39,330	21,092,930	20,636,489	41,729,419
Ending Fund Balance	8 2,750,039	3,461,911	-128,203	113,179	1,053,200	513,516	7,763,642	15,184,471	22,948,113
Budget FY 2025									
Beginning Fund Balance	9 2,750,039	3,461,911	-128,203	113,179	1,053,200	513,516	7,763,642	15,184,471	22,948,113
Revenues	10 7,494,210	7,709,176	3,247,465	2,993,712	2,070,000	38,175	23,552,738	43,120,247	66,672,985
Expenditures	11 7,147,973	7,570,141	3,119,262	3,106,891	3,123,200	39,330	24,106,797	42,379,303	66,486,100
Ending Fund Balance	12 3,096,276	3,600,946	0	0	0	512,361	7,209,583	15,925,415	23,134,998

LOCAL EMC SUPPORT

City Name: STORM LAKE
Fiscal Year July 1, 2024 - June 30, 2025

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.	13,881	13,531
Support of a Local Emerg.Mgmt.Comm.	0	0
TOTAL FOR FY 2025	13,881	13,531

City Name: STORM LAKE
Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
PUBLIC SAFETY									
Police Department/Crime Prevention	1 2,104,134	778,787				10,000		2,892,921	2,843,106
Jail	2							0	0
Emergency Management	3 12,881							12,881	15,451
Flood Control	4							0	0
Fire Department	5 491,743	132,538						624,281	576,475
Ambulance	6							0	0
Building Inspections	7 263,248	45,042						308,290	268,194
Miscellaneous Protective Services	8							0	0
Animal Control	9 6,000							6,000	4,210
Other Public Safety	10							0	0
TOTAL (lines 1 - 10)	11 2,878,006	956,367				10,000		3,844,373	3,707,436
PUBLIC WORKS									
Roads, Bridges, & Sidewalks	12	957,574						957,574	1,077,310
Parking - Meter and Off-Street	13							0	0
Street Lighting	14	275,000						275,000	206,318
Traffic Control and Safety	15	25,000						25,000	30,207
Snow Removal	16	288,414						288,414	301,184
Highway Engineering	17							0	0
Street Cleaning	18							0	0
Airport (if not Enterprise)	19 437,882							437,882	411,103
Garbage (if not Enterprise)	20							0	0
Other Public Works	21							0	0
TOTAL (lines 12 - 21)	22 437,882	1,545,988				0		1,983,870	2,026,122
HEALTH & SOCIAL SERVICES									
Welfare Assistance	23							0	0
City Hospital	24							0	0
Payments to Private Hospitals	25							0	0
Health Regulation and Inspection	26							0	0
Water, Air, and Mosquito Control	27							0	0
Community Mental Health	28							0	0
Other Health and Social Services	29 23,000							23,000	18,252
TOTAL (lines 23 - 29)	30 23,000	0				0		23,000	18,252
CULTURE & RECREATION									
Library Services	31 284,263	92,830				28,330		405,423	368,492
Museum, Band and Theater	32 25,500	77						25,577	19,008
Parks	33 330,301	65,279				1,000		396,580	432,174
Recreation	34 386,973	21,426						408,399	437,826
Cemetery	35							0	0
Community Center, Zoo, & Marina	36 91,250							91,250	91,653
Other Culture and Recreation	37 433,852							433,852	216,095
TOTAL (lines 31 - 37)	38 1,552,139	179,612				29,330		1,761,081	1,565,248

City Name: STORM LAKE
Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES CONT.		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39									0
Economic Development	40	623,263	33,862						657,125	392,457
Housing and Urban Renewal	41								0	0
Planning & Zoning	42								0	0
Other Com & Econ Development	43	25,000		304,020					329,020	90,923
TIF Rebates	44			197,992					197,992	63,202
TOTAL (lines 39 - 44)	45	648,263	33,862	502,012			0		1,184,137	546,582
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	59,999	9,921						69,920	70,387
Clerk, Treasurer, & Finance Adm.	47	118,477	37,777						156,254	148,829
Elections	48								0	0
Legal Services & City Attorney	49	90,000							90,000	45,955
City Hall & General Buildings	50	31,477							31,477	34,184
Tort Liability	51	187,603							187,603	215,159
Other General Government	52	218,956							218,956	167,984
TOTAL (lines 46 - 52)	53	706,512	47,698	0			0		754,210	682,498
DEBT SERVICE										
Gov Capital Projects	54				2,246,547				2,246,547	2,236,177
TIF Capital Projects	55	1,444,710	850,000			1,230,939			3,525,649	7,491,187
TOTAL CAPITAL PROJECTS	56								0	0
TOTAL CAPITAL PROJECTS	57	1,444,710	850,000	0		1,230,939			3,525,649	7,491,187
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	58	7,690,512	3,613,527	502,012	2,246,547	1,230,939	39,330		15,322,867	18,273,502
BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF										
Water Utility	59							3,845,392	3,845,392	3,628,721
Sewer Utility	60							2,984,427	2,984,427	2,539,190
Electric Utility	61								0	0
Gas Utility	62								0	0
Airport	63								0	0
Landfill/Garbage	64							511,972	511,972	481,251
Transit	65								0	0
Cable TV, Internet & Telephone	66								0	0
Housing Authority	67								0	0
Storm Water Utility	68								0	0
Other Business Type (city hosp., ISF, parking, etc.)	69								365,945	375,532
Enterprise DEBT SERVICE	70							4,472,148	4,472,148	6,975,962
Enterprise CAPITAL PROJECTS	71							1,202,210	1,202,210	1,187,472
Enterprise TIF CAPITAL PROJECTS	72							2,262,450	2,262,450	785,456
TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73								0	0
TOTAL ALL EXPENDITURES (lines 58+73)	74	7,690,512	3,613,527	502,012	2,246,547	1,230,939	39,330	15,644,544	15,644,544	15,973,584
Regular Transfers Out	75	672,210	2,843,576		727,146			4,741,945	8,984,877	34,247,086
Internal TIF Loan Transfers Out	76			1,527,131				250,000	1,777,131	14,069,698
Total ALL Transfers Out	77	672,210	2,843,576	1,527,131	727,146	0	0	4,991,945	10,762,008	838,744
Total Expenditures and Other Fin Uses (lines 74+77)	78	8,362,722	6,457,103	2,029,143	2,973,693	1,230,939	39,330	20,636,489	41,729,419	14,908,442
Ending Fund Balance June 30	79	2,750,039	3,461,911	-128,203	113,179	1,053,200	513,516	15,184,471	22,948,113	49,155,528
										22,873,098

RE-ESTIMATED REVENUES DETAIL

City Name: STORM LAKE
Fiscal Year July 1, 2023 - June 30, 2024

REVENUES & OTHER FINANCING SOURCES		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
Taxes Levied on Property	1	2,643,724	996,992		631,425				4,272,141	4,814,264
Less: Uncollected Property Taxes - Levy Year	2								0	0
Net Current Property Taxes (line 1 minus line 2)	3	2,643,724	996,992		631,425	0			4,272,141	4,814,264
Delinquent Property Taxes	4								0	0
TIF Revenues	5			1,779,143					1,779,143	818,193
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	78,989	29,811		29,214				138,014	12,886
Utility franchise tax (Iowa Code Chapter 364.2)	7	964,000							964,000	1,166,757
Parimutuel wager tax	8								0	0
Gaming wager tax	9								0	0
Mobile Home Taxes	10								0	0
Hotel/Motel Taxes	11		350,000						350,000	420,610
Other Local Option Taxes	12		1,778,826						1,778,826	1,900,865
Subtotal - Other City Taxes (lines 6 thru 12)	13	1,042,989	2,158,637		29,214	0			3,230,840	3,501,118
Licenses & Permits	14	179,695							179,695	240,660
Use of Money & Property	15	7,195							7,195	384,558
Intergovernmental:										
Federal Grants & Reimbursements	16	507,335						2,553,510	3,568,180	1,634,927
Road Use Taxes	17		1,464,970						1,464,970	1,557,940
Other State Grants & Reimbursements	18	147,444	249,960			500,000			897,404	992,222
Local Grants & Reimbursements	19								0	2,087,227
Subtotal - Intergovernmental (lines 16 thru 19)	20	654,779	1,714,930	0	0	1,007,335		2,553,510	5,930,554	6,272,316
Charges for Fees & Service:										
Water Utility	21								5,155,938	4,599,087
Sewer Utility	22								3,718,279	3,358,417
Electric Utility	23								0	0
Gas Utility	24								0	0
Parking	25								0	0
Airport	26	381,000							381,000	470,813
Landfill/Garbage	27							455,500	455,500	473,164
Hospital	28								0	0
Transit	29								0	0
Cable TV, Internet & Telephone	30								0	0
Housing Authority	31								0	0
Storm Water Utility	32								418,000	426,463
Other Fees & Charges for Service	33	1,087,008	52,500					4,341,933	5,481,441	6,195,285
Subtotal - Charges for Service (lines 21 thru 33)	34	1,468,008	52,500	0	0	0	0	14,089,650	15,610,158	15,531,884
Special Assessments	35								0	0
Miscellaneous	36						32,700		32,700	119,805
Other Financing Sources:										
Regular Operating Transfers In	37	1,615,166	1,189,480		2,246,365			3,933,866	8,984,877	14,069,698
Internal TIF Loan Transfers In	38			250,000	79,861			1,447,270	1,777,131	838,744
Subtotal ALL Operating Transfers In	39	1,615,166	1,189,480	250,000	2,326,226	0	0	5,381,136	10,762,008	14,908,442
Proceeds of Debt (Excluding TIF Internal Borrowing)	40								0	0
Proceeds of Capital Asset Sales	41								0	0
Subtotal-Other Financing Sources (lines 36 thru 38)	42	1,615,166	1,189,480	250,000	2,326,226	0	0	5,381,136	10,762,008	20,842,740
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43	7,611,556	6,112,539	2,029,143	2,986,865	1,007,335	32,700	22,024,296	41,804,434	52,525,538
Beginning Fund Balance July 1	44	3,501,205	3,806,475	-128,203	100,007	1,276,804	520,146	13,796,664	22,873,098	19,503,088
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45	11,112,761	9,919,014	1,900,940	3,086,872	2,284,139	552,846	35,820,960	64,677,532	72,028,626

City Name: STORM LAKE
Fiscal Year July 1, 2024 - June 30, 2025

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
PUBLIC SAFETY										
Police Department/Crime Prevention	1 2,291,719	825,487				10,000		3,127,206	2,892,921	2,843,106
Jail	2							0	0	0
Emergency Management	3 13,881							13,881	12,881	15,451
Flood Control	4							0	0	0
Fire Department	5 567,550	130,926						698,476	624,281	576,475
Ambulance	6							0	0	0
Building Inspections	7 300,714	53,476						354,190	308,290	268,194
Miscellaneous Protective Services	8							0	0	0
Animal Control	9 6,000							6,000	6,000	4,210
Other Public Safety	10							0	0	0
TOTAL (lines 1 - 10)	11 3,179,864	1,009,889				10,000		4,199,753	3,844,373	3,707,436
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	1,097,006						1,097,006	957,574	1,077,310
Parking - Meter and Off-Street	13							0	0	0
Street Lighting	14	200,000						200,000	275,000	206,318
Traffic Control and Safety	15	30,000						30,000	25,000	30,207
Snow Removal	16	393,132						393,132	288,414	301,184
Highway Engineering	17							0	0	0
Street Cleaning	18							0	0	0
Airport	19 400,091							400,091	437,882	411,103
Garbage (if not Enterprise)	20							0	0	0
Other Public Works	21							0	0	0
TOTAL (lines 12 - 21)	22 400,091	1,720,138				0		2,120,229	1,983,870	2,026,122
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23							0	0	0
City Hospital	24							0	0	0
Payments to Private Hospitals	25							0	0	0
Health Regulation and Inspection	26							0	0	0
Water, Air, and Mosquito Control	27							0	0	0
Community Mental Health	28							0	0	0
Other Health and Social Services	29 33,000							33,000	23,000	18,252
TOTAL (lines 23 - 29)	30 33,000	0				0		33,000	23,000	18,252
CULTURE & RECREATION										
Library Services	31 336,925	107,219				8,330		452,474	405,423	368,492
Museum, Band and Theater	32 24,915							24,915	25,577	19,008
Parks	33 479,837	77,555				21,000		578,392	396,580	432,174
Recreation	34 475,156	23,549						498,705	408,399	437,826
Cemetery	35							0	0	0
Community Center, Zoo, & Marina	36 115,250							115,250	91,250	91,653
Other Culture and Recreation	37 342,127							342,127	433,852	216,095
TOTAL (lines 31 - 37)	38 1,774,210	208,323				29,330		2,011,863	1,761,081	1,565,248

EXPENDITURES SCHEDULE PAGE 2

City Name: STORM LAKE
Fiscal Year July 1, 2024 - June 30, 2025

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39								0	0
Economic Development	40	370,731	38,653					409,384	657,125	392,457
Housing and Urban Renewal	41							0	0	0
Planning & Zoning	42							0	0	0
Other Com & Econ Development	43	20,000	452,190	253,273				725,463	329,020	90,923
TIF Rebates	44							0	197,992	63,202
TOTAL (lines 39 - 44)	45	390,731	490,843	253,273		0		1,134,847	1,184,137	546,582
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	60,709	11,435					72,144	69,920	70,387
Clerk, Treasurer, & Finance Adm.	47	117,389	43,336					160,725	156,254	148,829
Elections	48							0	0	0
Legal Services & City Attorney	49	125,000						125,000	90,000	45,955
City Hall & General Buildings	50	31,977						31,977	31,477	34,184
Tort Liability	51	187,603						187,603	187,603	215,159
Other General Government	52	317,499						317,499	218,956	167,984
TOTAL (lines 46 - 52)	53	840,177	54,771	0		0		894,948	754,210	682,498
DEBT SERVICE										
Gov Capital Projects	54			2,758,615				2,758,615	2,246,547	2,236,177
TIF Capital Projects	55				3,123,200			3,123,200	3,525,649	7,491,187
TOTAL CAPITAL PROJECTS	56				3,123,200	0		3,123,200	3,525,649	7,491,187
TOTAL Government Activities Expenditures (lines 11+22-30+38+45+53+54+57)	58	6,618,073	3,483,964	253,273	3,123,200	39,330		16,276,455	15,322,867	18,273,502
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
Water Utility	59							4,646,749	3,845,392	3,628,721
Sewer Utility	60							2,827,213	2,984,427	2,539,190
Electric Utility	61							0	0	0
Gas Utility	62							0	0	0
Airport	63							0	0	0
Landfill/Garbage	64							568,955	511,972	481,251
Transit	65							0	0	0
Cable TV, Internet & Telephone	66							0	0	0
Housing Authority	67							0	0	0
Storm Water Utility	68							372,828	365,945	375,532
Other Business Type (city hosp., ISF, parking, etc.)	69							4,732,623	4,472,148	6,975,962
Enterprise DEBT SERVICE	70							1,541,618	1,202,210	1,187,472
Enterprise CAPITAL PROJECTS	71							14,506,140	2,262,450	785,456
Enterprise TIF CAPITAL PROJECTS	72							0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73							29,196,126	15,644,544	15,973,584
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	6,618,073	3,483,964	253,273	3,123,200	39,330		29,196,126	30,967,411	34,247,086
Regular Transfers Out	75	529,900	4,086,177					13,183,177	8,984,877	14,069,698
Internal TIF Loan / Repayment Transfers Out	76			2,865,989				2,865,989	1,777,131	838,744
Total ALL Transfers Out	77	529,900	4,086,177	2,865,989	0	0		13,183,177	10,762,008	14,908,442
Total Expenditures & Fund Transfers Out (lines 74+77)	78	7,147,973	7,570,141	3,106,891	3,123,200	39,330		66,486,100	41,729,419	49,155,528
Ending Fund Balance June 30	79	3,096,276	3,600,946	0	0	512,361		23,134,998	22,948,113	22,873,098

REVENUES DETAIL

City Name: STORM LAKE
Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
REVENUES & OTHER FINANCING SOURCES										
Taxes Levied on Property	1 3,000,197	1,573,412		329,000	0			4,902,609	4,272,141	4,814,264
Less: Uncollected Property Taxes - Levy Year	2							0	0	0
Net Current Property Taxes (line 1 minus line 2)	3 3,000,197	1,573,412		329,000	0			4,902,609	4,272,141	4,814,264
Delinquent Property Taxes	4							0	0	0
TIF Revenues	5		3,247,465					3,247,465	1,779,143	818,193
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6 77,501	40,673		6,666		0		124,840	138,014	12,886
Utility franchise tax (Iowa Code Chapter 364.2)	7	1,242,500						1,242,500	964,000	1,166,757
Parimutuel wager tax	8							0	0	0
Gaming wager tax	9							0	0	0
Mobile Home Taxes	10							0	0	0
Hotel/Motel Taxes	11 432,600							432,600	350,000	420,610
Other Local Option Taxes	12	1,847,000						1,847,000	1,778,826	1,900,865
Subtotal - Other City Taxes (lines 6 thru 12)	13 510,101	3,130,173		6,666	0			3,046,940	3,230,840	3,501,118
Licenses & Permits	14 124,500							124,500	179,695	240,660
Use of Money & Property	15 2,100							2,100	7,195	384,558
Intergovernmental:										
Federal Grants & Reimbursements	16				243,000		2,687,874	2,930,874	3,568,180	1,634,927
Road Use Taxes	17	1,589,041						1,589,041	1,464,970	1,557,940
Other State Grants & Reimbursements	18 240,451	249,900					1,000,000	1,490,351	897,404	992,222
Local Grants & Reimbursements	19 176,485	249,900						426,385	0	2,087,227
Subtotal - Intergovernmental (lines 16 thru 19)	20 416,936	2,088,841	0	0	243,000		3,687,874	6,436,651	5,930,554	6,272,316
Charges for Fees & Service:										
Water Utility	21						6,320,552	6,320,552	5,155,938	4,599,087
Sewer Utility	22						4,817,696	4,817,696	3,718,279	3,338,417
Electric Utility	23							0	0	0
Gas Utility	24							0	0	0
Parking	25							0	0	0
Airport	26 402,000							402,000	381,000	470,813
Landfill/Garbage	27						480,500	480,500	455,500	473,164
Hospital	28							0	0	0
Transit	29							0	0	0
Cable TV, Internet & Telephone	30							0	0	0
Housing Authority	31							0	0	0
Storm Water Utility	32						426,000	426,000	418,000	426,463
Other Fees & Charges for Service	33 1,200,512						4,476,184	5,676,696	5,481,441	6,195,285
Subtotal - Charges for Service (lines 21 thru 33)	34 1,602,512	0	0	0	0	0	16,520,932	18,123,444	15,610,158	15,531,884
Special Assessments	35							0	0	0
Miscellaneous	36						38,175	38,175	32,700	119,805
Other Financing Sources:										
Regular Operating Transfers In	37 1,670,577	916,750		1,186,372	1,762,000		12,611,831	18,147,530	8,984,877	14,069,698
Internal TIF Loan Transfers In	38 167,287			1,471,674	65,000		1,162,028	2,865,989	1,777,131	838,744
Subtotal ALL Operating Transfers In	39 1,837,864	916,750	0	2,658,046	1,827,000	0	13,773,859	21,013,519	10,762,008	14,908,442
Proceeds of Debt (Excluding TIF Internal Borrowing)	40						9,137,582	9,137,582	0	5,934,298
Proceeds of Capital Asset Sales	41							0	0	0
Subtotal-Other Financing Sources (lines 38 thru 40)	42 1,837,864	916,750	0	2,658,046	1,827,000	0	22,911,441	30,151,101	10,762,008	20,842,740
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43 7,494,210	7,709,176	3,247,465	2,993,712	2,070,000	38,175	43,120,247	66,672,985	41,804,434	52,525,538
Beginning Fund Balance July 1	44 2,750,039	3,461,911	-128,203	113,179	1,053,200	513,516	15,184,471	22,948,113	22,873,098	19,503,088
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45 10,244,249	11,171,087	3,119,262	3,106,891	3,123,200	551,691	58,304,718	89,621,098	64,677,532	72,028,626

ADOPTED BUDGET SUMMARY

City Name: STORM LAKE
Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
Revenues & Other Financing Sources										
Taxes Levied on Property	1 3,000,197	1,573,412		329,000	0	0		4,902,609	4,272,141	4,814,264
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0	0		0	0	0
Net Current Property Taxes	3 3,000,197	1,573,412		329,000	0	0		4,902,609	4,272,141	4,814,264
Delinquent Property Taxes	4 0	0		0	0	0		0	0	0
TIF Revenues	5			3,247,465				3,247,465	1,779,143	818,193
Other City Taxes	6 510,101	3,130,173		6,666	0			3,646,940	3,230,840	3,501,118
Licenses & Permits	7 124,500	0					0	124,500	179,695	240,660
Use of Money and Property	8 2,100	0		0	0	0	0	2,100	7,195	384,558
Intergovernmental	9 416,936	2,088,841		0	243,000		3,687,874	6,436,651	5,930,554	6,272,316
Charges for Fees & Service	10 1,602,512	0		0	0	0	16,520,932	18,123,444	15,610,158	15,531,884
Special Assessments	11 0	0		0	0	0	0	0	0	0
Miscellaneous	12 0	0		0	0	38,175	0	38,175	32,700	119,805
Sub-Total Revenues	13 5,656,346	6,792,426		335,666	243,000	38,175	20,208,806	36,521,884	31,042,426	31,682,798
Other Financing Sources:										
Total Transfers In	14 1,837,864	916,750		2,658,046	1,827,000	0	13,773,859	21,013,519	10,762,008	14,908,442
Proceeds of Debt	15 0	0		0	0	0	9,137,582	9,137,582	0	5,934,298
Proceeds of Capital Asset Sales	16 0	0		0	0	0	0	0	0	0
Total Revenues and Other Sources	17 7,494,210	7,709,176		2,993,712	2,070,000	38,175	43,120,247	66,672,985	41,804,434	52,525,538
Expenditures & Other Financing Uses										
Public Safety	18 3,179,864	1,009,889		0		10,000		4,199,753	3,844,373	3,707,436
Public Works	19 400,091	1,720,138		0		0		2,120,229	1,983,870	2,026,122
Health and Social Services	20 33,000	0		0		0		33,000	23,000	18,252
Culture and Recreation	21 1,774,210	208,323		0		29,330		2,011,863	1,761,081	1,565,248
Community and Economic Development	22 390,731	490,843		253,273		0		1,134,847	1,184,137	546,582
General Government	23 840,177	54,771		0		0		894,948	754,210	682,498
Debt Service	24 0	0		0		0		2,758,615	2,246,547	2,236,177
Capital Projects	25 0	0		0		0		3,123,200	3,525,649	7,491,187
Total Government Activities Expenditures	26 6,618,073	3,483,964		253,273	3,123,200	39,330		16,276,455	15,322,867	18,273,502
Business Type Proprietary: Enterprise & ISF	27							29,196,126	15,644,544	15,973,584
Total Gov & Bus Type Expenditures	28 6,618,073	3,483,964		253,273	3,123,200	39,330		45,472,581	30,967,411	34,247,086
Total Transfers Out	29 529,900	4,086,177		348,276	0	0	13,183,177	21,013,519	10,762,008	14,908,442
Total ALL Expenditures/Fund Transfers Out	30 7,147,973	7,570,141		3,119,262	3,123,200	39,330	42,379,303	66,486,100	41,729,419	49,155,528
Excess Revenues & Other Sources Over	31									
(Under) Expenditures/Transfers Out	32 346,237	139,035		-113,179	-1,053,200	-1,155	740,944	186,885	75,015	3,370,010
Beginning Fund Balance July 1	33 2,750,039	3,461,911		-128,203	1,053,200	513,516	15,184,471	22,948,113	22,873,098	19,503,088
Ending Fund Balance June 30	34 3,096,276	3,600,946		0	0	512,361	15,925,415	23,134,998	22,948,113	22,873,098

LONG TERM DEBT SCHEDULE - LT DEBT

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
Bargloff & Firetruck	1 2,685,000	GO	15-R-2018-2019	255,000	59,250	314,250	500		179,443	135,307
Outdoor Waterpark / Awaysis	2 8,171,000	GO	8-R-2020-2021	650,000	154,110	804,110	500		604,251	200,359
GO Urban Renewal / STIFF	3 5,065,000	GO	89-R-2020-2021	690,000	75,350	765,350	500		765,850	0
King's Pointe Revenue Bond	4 1,850,000	GO	15-R-2018-2019	175,000	31,435	206,435	500		206,935	0
Hotel/Motel Tax Revenue	5 1,340,000	GO	103-R-2015-2016	120,000	9,300	129,300	250		129,550	0
Memorial Lift Station SRF	6 1,608,000	GO	3-R-2021-2022	70,000	28,120	98,120	3,300		101,420	0
King's Pointe TIF Revenue Bond	7 5,800,000	GO	XX-R-2023-2024	0	435,000	435,000	500		435,500	0
Water Revenue	8 2,185,000	NON-GO	18-R-2019-2020	264,000	35,612	299,612	500		300,112	0
Sewer Revenue	9 4,582,000	NON-GO	17-R-2019-2020	391,000	46,797	437,797	500		438,297	0
Storm Water SRF	10 729,000	NON-GO	27-R-2006-2007	41,000	3,810	44,810	458		45,268	0
Sewer SRF	11 660,000	NON-GO	118-R-2006-2007/118-R-2006-2007	45,000	2,433	47,433	418		47,851	0
Water Tower #5 SRF	12 7,500,000	NON-GO	XX-R-2023-2024	312,262	129,520	441,782	3,300		445,082	0
Well #22 SRF	13 1,750,000	NON-GO	XX-R-2023-2024	70,000	28,120	98,120	3,300		101,420	0
	14	-				0				0
	15	-				0				0
	16	-				0				0
	17	-				0				0
	18	-				0				0
	19	-				0				0
	20	-				0				0
	21	-				0				0
	22	-				0				0
	23	-				0				0
	24	-				0				0
	25	-				0				0
	26	-				0				0
	27	-				0				0
	28	-				0				0
	29	-				0				0
	30	-				0				0
TOTALS				3,083,262	1,038,857	4,122,119	14,526	0	3,800,979	335,666

LONG TERM DEBT SCHEDULE - LT DEBT2

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	31	-				0	0			0
	32	-				0	0			0
	33	-				0	0			0
	34	-				0	0			0
	35	-				0	0			0
	36	-				0	0			0
	37	-				0	0			0
	38	-				0	0			0
	39	-				0	0			0
	40	-				0	0			0
	41	-				0	0			0
	42	-				0	0			0
	43	-				0	0			0
	44	-				0	0			0
	45	-				0	0			0
	46	-				0	0			0
	47	-				0	0			0
	48	-				0	0			0
	49	-				0	0			0
	50	-				0	0			0
	51	-				0	0			0
	52	-				0	0			0
	53	-				0	0			0
	54	-				0	0			0
	55	-				0	0			0
	56	-				0	0			0
	57	-				0	0			0
	58	-				0	0			0
	59	-				0	0			0
	60	-				0	0			0
TOTALS				3,083,262	1,038,857	4,122,119	14,526	0	3,800,979	335,666

LONG TERM DEBT SCHEDULE - LT DEBT3

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	61	-					0			0
	62	-					0			0
	63	-					0			0
	64	-					0			0
	65	-					0			0
	66	-					0			0
	67	-					0			0
	68	-					0			0
	69	-					0			0
	70	-					0			0
	71	-					0			0
	72	-					0			0
	73	-					0			0
	74	-					0			0
	75	-					0			0
	76	-					0			0
	77	-					0			0
	78	-					0			0
	79	-					0			0
	80	-					0			0
	81	-					0			0
	82	-					0			0
	83	-					0			0
	84	-					0			0
	85	-					0			0
	86	-					0			0
	87	-					0			0
	88	-					0			0
	89	-					0			0
	90	-					0			0
TOTALS				3,083,262	1,038,857	4,122,119	14,526	0	3,800,979	335,666

LONG TERM DEBT SCHEDULE - LT DEBT4

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	91	-				0				0
	92	-				0				0
	93	-				0				0
	94	-				0				0
	95	-				0				0
	96	-				0				0
	97	-				0				0
	98	-				0				0
	99	-				0				0
	100	-				0				0
	101	-				0				0
	102	-				0				0
	103	-				0				0
	104	-				0				0
	105	-				0				0
	106	-				0				0
	107	-				0				0
	108	-				0				0
	109	-				0				0
	110	-				0				0
	111	-				0				0
	112	-				0				0
	113	-				0				0
	114	-				0				0
	115	-				0				0
	116	-				0				0
	117	-				0				0
	118	-				0				0
	119	-				0				0
	120	-				0				0
TOTALS				3,083,262	1,038,857	4,122,119	14,526	0	3,800,979	335,666

LONG TERM DEBT SCHEDULE - LT DEBTS

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	121	-				0				0
	122	-				0				0
	123	-				0				0
	124	-				0				0
	125	-				0				0
	126	-				0				0
	127	-				0				0
	128	-				0				0
	129	-				0				0
	130	-				0				0
	131	-				0				0
	132	-				0				0
	133	-				0				0
	134	-				0				0
	135	-				0				0
	136	-				0				0
	137	-				0				0
	138	-				0				0
	139	-				0				0
	140	-				0				0
	141	-				0				0
	142	-				0				0
	143	-				0				0
	144	-				0				0
	145	-				0				0
	146	-				0				0
	147	-				0				0
	148	-				0				0
	149	-				0				0
	150	-				0				0
TOTALS				3,083,262	1,038,857	4,122,119	14,526	0	3,800,979	335,666

LONG TERM DEBT SCHEDULE - LT DEBT6

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	151	-				0				0
	152	-				0				0
	153	-				0				0
	154	-				0				0
	155	-				0				0
	156	-				0				0
	157	-				0				0
	158	-				0				0
	159	-				0				0
	160	-				0				0
	161	-				0				0
	162	-				0				0
	163	-				0				0
	164	-				0				0
	165	-				0				0
	166	-				0				0
	167	-				0				0
	168	-				0				0
	169	-				0				0
	170	-				0				0
	171	-				0				0
	172	-				0				0
	173	-				0				0
	174	-				0				0
	175	-				0				0
	176	-				0				0
	177	-				0				0
	178	-				0				0
	179	-				0				0
	180	-				0				0
TOTALS				3,083,262	1,038,857	4,122,119	14,526	0	3,800,979	335,666

LONG TERM DEBT SCHEDULE - LT DEBT7

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	181	-				0				0
	182	-				0				0
	183	-				0				0
	184	-				0				0
	185	-				0				0
	186	-				0				0
	187	-				0				0
	188	-				0				0
	189	-				0				0
	190	-				0				0
	191	-				0				0
	192	-				0				0
	193	-				0				0
	194	-				0				0
	195	-				0				0
	196	-				0				0
	197	-				0				0
	198	-				0				0
	199	-				0				0
	200	-				0				0
	201	-				0				0
	202	-				0				0
	203	-				0				0
	204	-				0				0
	205	-				0				0
	206	-				0				0
	207	-				0				0
	208	-				0				0
	209	-				0				0
	210	-				0				0
TOTALS				3,083,262	1,038,857	4,122,119	14,526	0	3,800,979	335,666

LONG TERM DEBT SCHEDULE - GRAND TOTALS

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2025	Interest Due FY 2025	Total Obligation Due FY 2025	Bond Reg./ Paying Agent Fees Due FY 2025	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	1,960,000	792,565	2,752,565	6,050	0	2,422,949	335,666
NON GO - TOTAL	1,123,262	246,292	1,369,554	8,476	0	1,378,030	0
GRAND - TOTAL	3,083,262	1,038,857	4,122,119	14,526	0	3,800,979	335,666

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2024 - June 30, 2025

City of: STORM LAKE

The City Council will conduct a public hearing on the proposed Budget at: City Council Chambers 620 Erie St. Storm Lake, Iowa Meeting Date: 4/15/2024 Meeting Time: 05:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property	13.60000
The estimated tax levy rate per \$1000 valuation on Agricultural land is	3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(712) 732-8000

City Clerk/Finance Officer's NAME
Brian T. Oakleaf

		Budget FY 2025	Re-estimated FY 2024	Actual FY 2023
Revenues & Other Financing Sources				
Taxes Levied on Property	1	4,902,609	4,272,141	4,814,264
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	4,902,609	4,272,141	4,814,264
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	3,247,465	1,779,143	818,193
Other City Taxes	6	3,646,940	3,230,840	3,501,118
Licenses & Permits	7	124,500	179,695	240,660
Use of Money and Property	8	2,100	7,195	384,558
Intergovernmental	9	6,436,651	5,930,554	6,272,316
Charges for Fees & Service	10	18,123,444	15,610,158	15,531,884
Special Assessments	11	0	0	0
Miscellaneous	12	38,175	32,700	119,805
Other Financing Sources	13	9,137,582	0	5,934,298
Transfers In	14	21,013,519	10,762,008	14,908,442
Total Revenues and Other Sources	15	66,672,985	41,804,434	52,525,538
Expenditures & Other Financing Uses				
Public Safety	16	4,199,753	3,844,373	3,707,436
Public Works	17	2,120,229	1,983,870	2,026,122
Health and Social Services	18	33,000	23,000	18,252
Culture and Recreation	19	2,011,863	1,761,081	1,565,248
Community and Economic Development	20	1,134,847	1,184,137	546,582
General Government	21	894,948	754,210	682,498
Debt Service	22	2,758,615	2,246,547	2,236,177
Capital Projects	23	3,123,200	3,525,649	7,491,187
Total Government Activities Expenditures	24	16,276,455	15,322,867	18,273,502
Business Type / Enterprises	25	29,196,126	15,644,544	15,973,584
Total ALL Expenditures	26	45,472,581	30,967,411	34,247,086
Transfers Out	27	21,013,519	10,762,008	14,908,442
Total ALL Expenditures/Transfers Out	28	66,486,100	41,729,419	49,155,528
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	186,885	75,015	3,370,010
Beginning Fund Balance July 1	30	22,948,113	22,873,098	19,503,088
Ending Fund Balance June 30	31	23,134,998	22,948,113	22,873,098

Staff Summary

05/20/2024

Agenda Item # F.6.



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: Brian Oakleaf Finance Director

SUBJECT: **Motion To Approve Kids Fest Outdoor Waterpark Special One Day Rate Request**

BACKGROUND: Kids Fest is scheduled for June 9, 2024. Even though the event will be in Chautauqua Park due to construction, reduced admission will be provided at the Outdoor Waterpark that day as has been provided in the past when Kids Fest was held at Awaysis Park.

Individuals under 11 year of age will - Free
Individuals over 12 years of age- \$5.00

FISCAL IMPACT: N/A

RECOMMENDATION: Approve Outdoor Waterpark Special Rate on June 9, 2024 for Kids Fest

ATTACHMENTS:

Staff Summary

05/20/2024

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: Keri Navratil City Manager

SUBJECT: **Public Hearing For A City Ordinance Establishing Regulations For After-hours Businesses That Permit Alcohol Consumption Beyond 2 AM.**

BACKGROUND: Over the past years, the Storm Lake Police Department has observed a trend of escalating crimes and violence associated with after-hours establishments allowing alcohol consumption past 2 AM.

These businesses often draw large crowds after the bars close at 2AM and operate without liquor licenses, rendering them unregulated. Consequently, after-hours establishments have become focal points for criminal activities, including large fights, drug-related incidents, public intoxication, property damage, shootings, and various liquor law violations.

The increase in calls linked to after-hours businesses has imposed a significant risk to our staff and a burden on our resources. Officers are frequently dispatched to address disturbances and ensure public safety in these areas, only after the incident has escalated and spun out of control.

Incidents of violence and disorderly conduct pose substantial risks to patrons, police officers, and the surrounding community.

In response to these concerns, we recommend the implementation of a new city ordinance specifically addressing after-hours businesses that allow alcohol to be consumed after 2AM.

This ordinance proposes regulations, including a permitting process, background checks, insurance coverage, and consent for police and fire department officials to enter the premises to conduct inspections to ensure compliance with state and city codes.

Additionally, the ordinance outlines enforcement measures and penalties

for non-compliance, including a permit revocation process for those violating the ordinance.

By imposing regulations on these establishments, we hope to reduce the occurrence of violent incidents, safeguard our officers, and uphold the integrity of our community.

The Police Department fully supports the enactment of this ordinance to protect the well-being of our residents and maintain peace and order within our city.

Work Sessions were held on April 1 and April 15.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Open Public Hearing
Take Public Comments
Close Public Hearing

ATTACHMENTS:

[Ordinance - After Hours Businesses](#)

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE IV OF THE STORM LAKE, IOWA CITY CODE BY ADDING NEW CHAPTER 4-11 REGULATING AFTER HOURS BUSINESSES

4-11-1: PURPOSE; FINDINGS:

The purpose of this chapter is to provide for the reasonable regulation of existing After Hours businesses within the city of Storm Lake. The city council finds that the existence of After Hours businesses, which allow the on-premises consumption of alcohol during early morning hours, in the city of Storm Lake has caused detrimental effects on the health, safety, welfare, and quality of life of residents, and visitors. Based on these findings and intentions, the city council has enacted the following regulations for After Hours businesses in the city of Storm Lake.

4-11-2: DEFINITIONS

AFTER HOURS BUSINESS. Any business open during any time between the hours of 2:00 a.m. to 6:00 a.m. any day of the week and where patrons are allowed to bring their own beer and wine onto the business premises. The term does not include events at hotels or motels or spontaneous social gatherings on residential properties.

APPLICANT. Any person, as defined by this Ordinance, applying for a license to operate an After Hours business.

BUSINESS PREMISES OR LICENSED PREMISES. All buildings and properties including parking lots owned or leased for the benefit of the operation of the after hours business.

HOTEL or MOTEL. Any building or structure, equipped, used, advertised as, or held out to the public to be an inn, hotel, motel, motor inn, or place where regular sleeping accommodations are furnished transient guests for hire, which is licensed by the Iowa Department of Inspections and Appeals.

PERSON. Any individual, association, partnership, corporation, club, or other legal entity.

4-11-3: LICENSE REQUIRED

(A) No person shall operate an After Hours business in the city without first applying for and paying the license fee to procure an After Hours business license.

(B) This Ordinance shall not apply to hotels or motels.

(C) A license to conduct an After Hours business may be issued by the City Clerk to a person who meets all requirements and conditions set forth in this Ordinance.

4-11-4: APPLICATION REQUIREMENTS

A person shall apply to the City Clerk for an original or renewal After Hours business license at least sixty (60) days prior to the date the person plans to begin operating an After Hours business.

The applicant shall provide information required by this Section upon a form to be provided by the City Clerk along with the documents specified below and payment of the application fee in the amount set in the Schedule of Fees adopted by the City Council.

- A. The Applicant's full legal name, and any other names used by the Applicant in the preceding five (5) years.
- B. The Applicant's current mailing address.
- C. Proof of the Individual's age completing the application on behalf of the Applicant. No Person under the age of twenty-one (21) years shall be eligible for a license.
- D. The business name, mailing address, location (if different from the mailing address), and phone number.
- E. The name and business address of the Applicant's registered agent (if applicable).
- F. A statement as to whether the Individual has ever had a license for an After Hours Business, or its equivalent as defined in this Ordinance, denied, revoked, or suspended in any other city, county, or state, and if so, the date(s) and jurisdiction(s) of the denial, revocation, or suspension.
- G. A statement as to whether the Applicant has ever owned a business that operated after hours that has been declared by a court of law to be a nuisance or was closed by order of a court of law.
- H. Personal injury coverage in the amount of \$1 million.
- I. General liability insurance in the amount of \$2 million.
- J. A copy of the Sales Tax Permit for the proposed business, from the Iowa Department of Revenue.
- K. Applicant shall provide a written consent for the City to conduct a background check on each Person who signed the application.
- L. Applicant shall provide a written consent for members of the Storm Lake Fire and Police Departments to enter the business premises without warrant at any time to inspect for violations of the provisions of state law and City ordinances, including, but not limited to, compliance with the laws of this Ordinance, Iowa Code chapter 123 alcoholic beverages licensing laws, and other applicable fire, building, and health code regulations.

After an Application is received, the City Clerk shall determine whether the application is complete. The City Clerk shall transmit the application to the Fire Department and Building Code Enforcement to conduct an inspection of the premises with the owner's cooperation. The Applicant shall permit the City's Fire Department and Building Code Compliance officers to enter and examine the premises to confirm compliance with City Code standards. The City Clerk shall also forward the Application to the Police Chief to conduct its review.

The Applicant shall immediately supplement any information provided in the application if any changes, errors, or omissions would cause the original application to be false or incomplete. This obligation to supplement continues after a license is issued.

4-11-5 POLICE DEPARTMENT REVIEW. Each application for an original or renewal After Hours Business license shall be provided to the Police Chief for review. Upon receipt, the Police Chief, or designee, shall conduct a background check and an investigation as to the truth of the

facts averred in the application documents. The Police Chief or designee shall forward the results to the City Clerk along with a recommendation for approval or disapproval. No approval of the license may occur until the City Clerk has received the results of the investigation.

4-11-6 LICENSE ISSUANCE

The City Clerk shall issue a license under the following conditions:

- A. The application is complete and all information and documents required in section 4-11-3 have been provided.
- B. The application fee is paid.
- C. The Police Chief or designee has recommended approval.
- D. The premises for which an after hours business license is sought must be located within an area where such business is permitted and conforms to City zoning requirements.
- E. The premises for which an after hours business license is sought meets all applicable laws, ordinances, resolutions, and health and fire regulations.
- F. No license shall be approved for any Applicant that has previously had a liquor license revoked or suspended for any reason within one (1) year of the date of application for After Hours business license.
- G. No license shall be approved for a period of one (1) year from the date on which any Applicant has had any premises or business found to be a nuisance under Chapter 8-1.
- H. No license shall be approved to any applicant who:
 - a. Within one (1) year of the date of application, has violated the state alcoholic beverages laws and regulations for which corrective action has been taken, including suspension or revocation of liquor licenses;
 - b. Within five (5) years of the date of application, has been convicted of crimes relating to illegal drug use, possession or sale;
 - c. Within five (5) years of the date of application, has been convicted of a felony or serious misdemeanor.
 - d. Within one (1) year of the date of application, has had an After Hours business license or renewal license revoked, suspended, or denied.

These requirements apply to all of the following:

- a. Each of the officers, directors and partners of the person;
- b. Tenants operating the premises on behalf of the Applicant;
- c. A person who directly or indirectly owns or controls 10% or more of any class of stock of the person;
- d. A person who directly or indirectly has an interest of 10% or more in the ownership or profits of the person.

4-11-7 RENEWAL.

- A. A license shall remain valid for a period of one (1) year from the date of issuance, unless the license has otherwise been suspended or revoked. A license may be renewed only by making application as provided in this Ordinance and paying the applicable renewal fee.

- B. An application for renewal shall be filed at least ninety (90) days before the expiration date.
- C. Renewal license applications are evaluated and granted upon the same standards, conditions, and requirements as original applications.
- D. After Hours Business licenses are not transferrable.

4-11-8 GROUNDS FOR REVOCATION, SUSPENSION, OR CIVIL PENALTY.

- A. An After Hours Business licensee may be required to pay a civil penalty and/or have the license suspended for a period not to exceed one year, or revoked, for violations of this Ordinance.
- B. Upon complaint or a reasonable suspicion that there are grounds for revocation or suspension, the City Manager may cause the matter to be investigated. If the city Manager finds that a violation has occurred, the City Manager shall give notice to the licensee of intent to suspend or revoke the license.
- C. Notice of the City's intent to suspend, revoke, or deny renewal of a license shall be served upon the licensee by personal service or by certified mail, return receipt requested. The suspension or revocation shall become effective seven (7) days after notice is served or mailed, unless an appeal is timely filed.
- D. Grounds for suspension, revocation, or civil penalty, are as follows:
 - a. Misrepresentation of any material fact in the license application by the applicant/licensee or their respective employees or agents;
 - b. Violation of any provision of state law or city ordinance pertaining to the operation of the business by the licensee or their employees or agents;
 - c. Failure to pass any health, fire, or safety code inspections;
 - d. Any change in ownership or interest in the business which was not previously reported and approved by the City;
 - e. Any event which would have resulted in disqualification from approval of license when originally issued or renewed; or
 - f. Any sale or other purported transfer of the license.

4-11-9 APPEAL. Any applicant or licensee aggrieved by the refusal of the City Clerk to Issue or renew a license, or by suspension or revocation of a license by the City Manager, has the right to appeal the decision to the City Council of the City of Storm Lake, Iowa. Such appeal shall be requested by submitting a written request to the City Clerk within ten (10) days of the action which is appealed. The City Council shall consider the appeal at the first regularly scheduled meeting following the filing of the appeal before which meeting sufficient time exists to give the public the required notice of the existence of the appeal hearing on the agenda. At the appeal hearing, the appellant shall be entitled to present their appeal orally or in writing. The City Council shall act on the appeal within twenty-one (21) days of the hearing and shall either uphold or reverse the action of the City Clerk or City Manager, and direct any further action from staff as is necessary to implement the order.

4-11-10 EFFECT OF REVOCATION

- A. Any licensee whose license is revoked shall not thereafter be permitted to hold a license in the city for a period of one (1) year from the date of revocation.
- B. A spouse or business associate holding 10% or more of the capital stock or ownership interest in the business of a person whose license has been revoked shall not be issued a license and no license shall be issued which covers any business in which the person has a financial interest for a period of two years from the date of revocation.
- C. If a license is revoked, the premises covered by the license shall not be re-licensed as an after hours business for one year from the date of revocation.

4-11-11 MUNICIPAL INFRACTION. A violation of any provision of this Chapter shall constitute a Municipal Infraction subject to the penalties and alternative relief authorized by Title I, Chapter 20 of this Code and by Section 364.22 of the Code of Iowa.

4-11-12 APPLICATION TO EXISTING BUSINESSES

All businesses meeting the definition of After Hours Business herein as of the effective date of this Ordinance are granted a temporary license to continue operation for a period of one-hundred and eighty (180) days following the Ordinance's effective date. All After Hours Businesses shall be subject to the requirements of this Ordinance following expiration of the temporary license period.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. If any section, provision 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 section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. This ordinance shall be in effect following its final passage, approval and publication as provided by law.

Staff Summary

05/20/2024

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: Keri Navratil City Manager

SUBJECT: **Ordinance No. 04-O-2023-2024 For A City Ordinance Establishing Regulations For After-hours Businesses That Permit Alcohol Consumption Beyond 2 AM**

BACKGROUND: Over the past years, the Storm Lake Police Department has observed a trend of escalating crimes and violence associated with after-hours establishments allowing alcohol consumption past 2 AM.

These businesses often draw large crowds after the bars close at 2AM and operate without liquor licenses, rendering them unregulated. Consequently, after-hours establishments have become focal points for criminal activities, including large fights, drug-related incidents, public intoxication, property damage, shootings, and various liquor law violations.

The increase in calls linked to after-hours businesses has imposed a significant risk to our staff and a burden on our resources. Officers are frequently dispatched to address disturbances and ensure public safety in these areas, only after the incident has escalated and spun out of control.

Incidents of violence and disorderly conduct pose substantial risks to patrons, police officers, and the surrounding community.

In response to these concerns, we recommend the implementation of a new city ordinance specifically addressing after-hours businesses that allow alcohol to be consumed after 2AM.

This ordinance proposes regulations, including a permitting process, background checks, insurance coverage, and consent for police and fire department officials to enter the premises to conduct inspections to ensure compliance with state and city codes.

Additionally, the ordinance outlines enforcement measures and penalties

for non-compliance, including a permit revocation process for those violating the ordinance.

By imposing regulations on these establishments, we hope to reduce the occurrence of violent incidents, safeguard our officers, and uphold the integrity of our community.

The Police Department fully supports the enactment of this ordinance to protect the well-being of our residents and maintain peace and order within our city.

Work Sessions were held on April 1 and April 15.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve 1st reading of Ordinance No. 04-O-2023-2024 For A City Ordinance Establishing Regulations For After-hours Businesses That Permit Alcohol Consumption Beyond 2 AM

ATTACHMENTS:

[05202024 - Notice of PH - After Hours Business Ordinance.docx](#)
[Ordinance No. 04-O-2023-2024 - After Hours Businesses.docx](#)

**NOTICE OF PUBLIC HEARING ON AN ORDINANCE AMENDING
TITLE IV OF THE STORM LAKE, IOWA CITY CODE BY
ADDING NEW CHAPTER 4-11 REGULATING AFTER HOURS
BUSINESSES**

The City of Storm Lake hereby gives notice that at the regular meeting of the City Council on May 20, 2024, which meeting begins at 5:00 P.M. in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, the City Council will hold a public hearing and consider whether to approve by ordinance amending Title IV of the Storm Lake City Code by adding new Chapter 4-11, which regulates after-hour businesses.

The proposed Ordinance imposes new regulations on businesses operating between the hours of 2:00 a.m. and 6:00 a.m. where patrons are allowed to bring their own beer and wine onto the business premises. The complete text of the proposed Ordinance is on file with the Storm Lake City Clerk for public inspection.

At the above meeting the Council shall receive oral or written objections from any resident on the proposed Ordinance. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action 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 6th day of May, 2024.

/s/Mayra A. Martinez

Mayra A. Martinez, City Clerk

City of Storm Lake in the State of Iowa

ORDINANCE NO. 04-2023-2024

AN ORDINANCE AMENDING TITLE IV OF THE STORM LAKE, IOWA CITY CODE BY ADDING NEW CHAPTER 4-11 REGULATING AFTER HOURS BUSINESSES

4-11-1: PURPOSE; FINDINGS:

The purpose of this chapter is to provide for the reasonable regulation of existing After Hours businesses within the city of Storm Lake. The city council finds that the existence of After Hours businesses, which allow the on-premises consumption of alcohol during early morning hours, in the city of Storm Lake has caused detrimental effects on the health, safety, welfare, and quality of life of residents, and visitors. Based on these findings and intentions, the city council has enacted the following regulations for After Hours businesses in the city of Storm Lake.

4-11-2: DEFINITIONS

AFTER HOURS BUSINESS. Any business open during any time between the hours of 2:00 a.m. to 6:00 a.m. any day of the week and where patrons are allowed to bring their own beer and wine onto the business premises. The term does not include events at hotels or motels or spontaneous social gatherings on residential properties.

APPLICANT. Any person, as defined by this Ordinance, applying for a license to operate an After Hours business.

BUSINESS PREMISES OR LICENSED PREMISES. All buildings and properties including parking lots owned or leased for the benefit of the operation of the after hours business.

HOTEL or MOTEL. Any building or structure, equipped, used, advertised as, or held out to the public to be an inn, hotel, motel, motor inn, or place where regular sleeping accommodations are furnished transient guests for hire, which is licensed by the Iowa Department of Inspections and Appeals.

PERSON. Any individual, association, partnership, corporation, club, or other legal entity.

4-11-3: LICENSE REQUIRED

(A) No person shall operate an After Hours business in the city without first applying for and paying the license fee to procure an After Hours business license.

(B) This Ordinance shall not apply to hotels or motels.

(C) A license to conduct an After Hours business may be issued by the City Clerk to a person who meets all requirements and conditions set forth in this Ordinance.

4-11-4: APPLICATION REQUIREMENTS

A person shall apply to the City Clerk for an original or renewal After Hours business license at least sixty (60) days prior to the date the person plans to begin operating an After Hours business.

The applicant shall provide information required by this Section upon a form to be provided by the City Clerk along with the documents specified below and payment of the application fee in the amount set in the Schedule of Fees adopted by the City Council.

- A. The Applicant's full legal name, and any other names used by the Applicant in the preceding five (5) years.
- B. The Applicant's current mailing address.
- C. Proof of the Individual's age completing the application on behalf of the Applicant. No Person under the age of twenty-one (21) years shall be eligible for a license.
- D. The business name, mailing address, location (if different from the mailing address), and phone number.
- E. The name and business address of the Applicant's registered agent (if applicable).
- F. A statement as to whether the Individual has ever had a license for an After Hours Business, or its equivalent as defined in this Ordinance, denied, revoked, or suspended in any other city, county, or state, and if so, the date(s) and jurisdiction(s) of the denial, revocation, or suspension.
- G. A statement as to whether the Applicant has ever owned a business that operated after hours that has been declared by a court of law to be a nuisance or was closed by order of a court of law.
- H. Personal injury coverage in the amount of \$1 million.
- I. General liability insurance in the amount of \$2 million.
- J. A copy of the Sales Tax Permit for the proposed business, from the Iowa Department of Revenue.
- K. Applicant shall provide a written consent for the City to conduct a background check on each Person who signed the application.
- L. Applicant shall provide a written consent for members of the Storm Lake Fire and Police Departments to enter the business premises without warrant at any time to inspect for violations of the provisions of state law and City ordinances, including, but not limited to, compliance with the laws of this Ordinance, Iowa Code chapter 123 alcoholic beverages licensing laws, and other applicable fire, building, and health code regulations.

After an Application is received, the City Clerk shall determine whether the application is complete. The City Clerk shall transmit the application to the Fire Department and Building Code Enforcement to conduct an inspection of the premises with the owner's cooperation. The Applicant shall permit the City's Fire Department and Building Code Compliance officers to enter and examine the premises to confirm compliance with City Code standards. The City Clerk shall also forward the Application to the Police Chief to conduct its review.

The Applicant shall immediately supplement any information provided in the application if any changes, errors, or omissions would cause the original application to be false or incomplete. This obligation to supplement continues after a license is issued.

4-11-5 POLICE DEPARTMENT REVIEW. Each application for an original or renewal After Hours Business license shall be provided to the Police Chief for review. Upon receipt, the Police Chief, or designee, shall conduct a background check and an investigation as to the truth of the

facts averred in the application documents. The Police Chief or designee shall forward the results to the City Clerk along with a recommendation for approval or disapproval. No approval of the license may occur until the City Clerk has received the results of the investigation.

4-11-6 LICENSE ISSUANCE

The City Clerk shall issue a license under the following conditions:

- A. The application is complete and all information and documents required in section 4-11-3 have been provided.
- B. The application fee is paid.
- C. The Police Chief or designee has recommended approval.
- D. The premises for which an after hours business license is sought must be located within an area where such business is permitted and conforms to City zoning requirements.
- E. The premises for which an after hours business license is sought meets all applicable laws, ordinances, resolutions, and health and fire regulations.
- F. No license shall be approved for any Applicant that has previously had a liquor license revoked or suspended for any reason within one (1) year of the date of application for After Hours business license.
- G. No license shall be approved for a period of one (1) year from the date on which any Applicant has had any premises or business found to be a nuisance under Chapter 8-1.
- H. No license shall be approved to any applicant who:
 - a. Within one (1) year of the date of application, has violated the state alcoholic beverages laws and regulations for which corrective action has been taken, including suspension or revocation of liquor licenses;
 - b. Within five (5) years of the date of application, has been convicted of crimes relating to illegal drug use, possession or sale;
 - c. Within five (5) years of the date of application, has been convicted of a felony or serious misdemeanor.
 - d. Within one (1) year of the date of application, has had an After Hours business license or renewal license revoked, suspended, or denied.

These requirements apply to all of the following:

- a. Each of the officers, directors and partners of the person;
- b. Tenants operating the premises on behalf of the Applicant;
- c. A person who directly or indirectly owns or controls 10% or more of any class of stock of the person;
- d. A person who directly or indirectly has an interest of 10% or more in the ownership or profits of the person.

4-11-7 RENEWAL.

- A. A license shall remain valid for a period of one (1) year from the date of issuance, unless the license has otherwise been suspended or revoked. A license may be renewed only by making application as provided in this Ordinance and paying the applicable renewal fee.

- B. An application for renewal shall be filed at least ninety (90) days before the expiration date.
- C. Renewal license applications are evaluated and granted upon the same standards, conditions, and requirements as original applications.
- D. After Hours Business licenses are not transferrable.

4-11-8 GROUNDS FOR REVOCATION, SUSPENSION, OR CIVIL PENALTY.

- A. An After Hours Business licensee may be required to pay a civil penalty and/or have the license suspended for a period not to exceed one year, or revoked, for violations of this Ordinance.
- B. Upon complaint or a reasonable suspicion that there are grounds for revocation or suspension, the City Manager may cause the matter to be investigated. If the city Manager finds that a violation has occurred, the City Manager shall give notice to the licensee of intent to suspend or revoke the license.
- C. Notice of the City's intent to suspend, revoke, or deny renewal of a license shall be served upon the licensee by personal service or by certified mail, return receipt requested. The suspension or revocation shall become effective seven (7) days after notice is served or mailed, unless an appeal is timely filed.
- D. Grounds for suspension, revocation, or civil penalty, are as follows:
 - a. Misrepresentation of any material fact in the license application by the applicant/licensee or their respective employees or agents;
 - b. Violation of any provision of state law or city ordinance pertaining to the operation of the business by the licensee or their employees or agents;
 - c. Failure to pass any health, fire, or safety code inspections;
 - d. Any change in ownership or interest in the business which was not previously reported and approved by the City;
 - e. Any event which would have resulted in disqualification from approval of license when originally issued or renewed; or
 - f. Any sale or other purported transfer of the license.

4-11-9 APPEAL. Any applicant or licensee aggrieved by the refusal of the City Clerk to Issue or renew a license, or by suspension or revocation of a license by the City Manager, has the right to appeal the decision to the City Council of the City of Storm Lake, Iowa. Such appeal shall be requested by submitting a written request to the City Clerk within ten (10) days of the action which is appealed. The City Council shall consider the appeal at the first regularly scheduled meeting following the filing of the appeal before which meeting sufficient time exists to give the public the required notice of the existence of the appeal hearing on the agenda. At the appeal hearing, the appellant shall be entitled to present their appeal orally or in writing. The City Council shall act on the appeal within twenty-one (21) days of the hearing and shall either uphold or reverse the action of the City Clerk or City Manager, and direct any further action from staff as is necessary to implement the order.

4-11-10 EFFECT OF REVOCATION

- A. Any licensee whose license is revoked shall not thereafter be permitted to hold a license in the city for a period of one (1) year from the date of revocation.
- B. A spouse or business associate holding 10% or more of the capital stock or ownership interest in the business of a person whose license has been revoked shall not be issued a license and no license shall be issued which covers any business s in which the person ahs a financial interest for a period of two years form the date of revocation.
- C. If a license is revoked, the premises covered by the license shall not be re-licensed as an after hours business for one year from the date of revocation.

4-11-11 MUNICIPAL INFRACTION. A violation of any provision of this Chapter shall constitute a Municipal Infraction subject to the penalties and alternative relief authorized by Title I, Chapter 20 of this Code and by Section 364.22 of the Code of Iowa.

4-11-12 APPLICATION TO EXISTING BUSINESSES

All businesses meeting the definition of After Hours Business herein as of the effective date of this Ordinance are granted a temporary license to continue operation for a period of one-hundred and eighty (180) days following the Ordinance’s effective date. All After Hours Businesses shall be subject to the requirements of this Ordinance following expiration of the temporary license period.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. If any section, provision, 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 section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. This ordinance shall be in effect following its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Read First Time: _____

Read Second Time: _____

Read Third Time: _____

PASSED AND APPROVED JUNE , 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

I, _____, City Clerk of the City of Storm Lake, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2024, signed by the Mayor on _____, 2024, and published in the Storm Lake Times Pilot on _____, 2024.

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

Staff Summary

05/20/2024

Agenda Item # F.9.



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: Lee Dutfield Development Services Sepcialist

SUBJECT: **Public Hearing On The Matter of The Adoption of a Proposed Amended and Restated Storm Lake Urban Revitalization Plan for the Storm Lake Urban Revitalization Area**

BACKGROUND: This Amended and Restated Storm Lake Urban Revitalization Plan will consolidate the Original Plan and the prior amendments into a single document and will amend the Plan's provisions to reflect new changes to Iowa Code Chapter 404 that are scheduled to take effect on July 1, 2024.

On May 6, 2024 a Resolution was adopted setting the date of a public hearing on the matter of the adoption of a proposed Amended and Restated Storm Lake Urban Revitalization Plan for the Storm Lake Urban Revitalization Area for May 20, 2024.

FISCAL IMPACT: N/A

RECOMMENDATION: Open Public Hearing
Take Public Comment
Close Public Hearing

ATTACHMENTS:

[Amended and Restated Urban Revit Plan - Notice of Public Hearing_](#)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF STORM LAKE, IOWA, ON THE MATTER OF
THE ADOPTION OF A PROPOSED AMENDED AND
RESTATED STORM LAKE URBAN REVITALIZATION PLAN
FOR THE STORM LAKE URBAN REVITALIZATION AREA

Public notice is hereby given that the City Council of the City of Storm Lake, Iowa, will hold a public hearing at its meeting which begins at 5:00 P.M. on May 20, 2024, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take action on the adoption of an Amended and Restated Storm Lake Urban Revitalization Plan ("Amended and Restated Plan" or "Plan") for the Storm Lake Urban Revitalization Area ("Urban Revitalization Area" or "Area") described therein, under the authority of Iowa Code Chapter 404.

The purpose of the Amended and Restated Plan is to consolidate the Original Storm Lake Urban Revitalization Plan, adopted in February 2005 and the subsequent amendments to the original plan into a single document, and make updates to reflect recent legislative changes to Iowa Code Chapter 404 that take effect on July 1, 2024.

Any persons interested may appear at said meeting of the Council and present evidence for or against the adoption of the Amended and Restated Plan. The proposed Amended and Restated Plan is on file in the office of the City Clerk and available for public inspection or copying during ordinary business hours.

This notice is given by order of the City Council of the City of Storm Lake, Iowa, pursuant to Iowa Code Section 404.2.

Dated this _____ day of _____, 2024.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Staff Summary

05/20/2024

Agenda Item # F.10.



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: Lee Dutfield Development Services Sepcialist

SUBJECT: **Resolution No. 54-R-2023-2024 Adopting the Amended and Restated Storm Lake Urban Revitalization Plan for the Storm Lake Urban Revitalization Area**

BACKGROUND: This Amended and Restated Storm Lake Urban Revitalization Plan will consolidate the Original Plan and the prior amendments into a single document and will amend the Plan's provisions to reflect new changes to Iowa Code Chapter 404 that are scheduled to take effect on July 1, 2024.

The public hearing on the matter of the adoption of a proposed Amended and Restated Storm Lake Urban Revitalization Plan for the Storm Lake Urban Revitalization Area was held on May 20, 2024.

FISCAL IMPACT: N/A

RECOMMENDATION: Move to Approve Resolution No. 54-R-2023-2024 Adopting the Amended and Restated Storm Lake Urban Revitalization Plan for the Storm Lake Urban Revitalization Area

ATTACHMENTS:

- [Amended and Restated Urban Revit Plan - Authorizing Resolution \(02346727x7F7E1\).docx](#)
- [Resolution No. 54-R-2023-2024 - Adopting The Amended And Restated Storm Lake Urban Revitalization Plan For The Storm Lake Urban Revitalization Area.doc](#)

ITEMS TO INCLUDE ON AGENDA

CITY OF STORM LAKE, IOWA

May 20, 2024

5:00 P.M.

Storm Lake Urban Revitalization Plan

- Public hearing on the matter of the adoption of the Amended and Restated Storm Lake Urban Revitalization Plan for the Storm Lake Urban Revitalization Area
- Resolution adopting the proposed Amended and Restated Storm Lake Urban Revitalization Plan for the Storm Lake Urban Revitalization Area

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

**NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.**

May 20, 2024

The City Council of the City of Storm Lake, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 5:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the Amended and Restated Storm Lake Urban Revitalization Plan, the Mayor asked the City Clerk whether any written objections had been filed with respect to the proposed Amended and Restated Plan. The City Clerk reported that _____ written objections had been filed. The Mayor then called for any oral objections to the adoption of the Amended and Restated Plan and _____ were made. The public hearing was closed.

Council Member _____ then introduced the following Resolution entitled "RESOLUTION ADOPTING AMENDED AND RESTATED STORM LAKE URBAN REVITALIZATION PLAN FOR THE STORM LAKE URBAN REVITALIZATION AREA," and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

Council Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION ADOPTING THE AMENDED AND RESTATED
STORM LAKE URBAN REVITALIZATION PLAN FOR THE
STORM LAKE URBAN REVITALIZATION AREA

WHEREAS, pursuant to the provisions of Iowa Code Chapter 404, in February 2005, the City of Storm Lake, Iowa (the "City") adopted the Storm Lake Urban Revitalization Plan (the "Original Plan") for the Storm Lake Urban Revitalization Area (the "Revitalization Area" or "Area"), which Revitalization Area was subsequently designated by ordinance; and

WHEREAS, the Original Plan was subsequently amended by an Amendment No. 1 to the Original Plan adopted on March 3, 2014, an Amendment No. 2 to the Original Plan adopted on November 5, 2018, and an Amendment No. 3 to the Original Plan adopted on April 19, 2021 (the "Amendments"); and

WHEREAS, by the foregoing action, the Council has determined that the Revitalization Area within the City can be revitalized as authorized by Iowa Code Chapter 404; and

WHEREAS, a proposed Amended and Restated Storm Lake Urban Revitalization Plan ("Amended and Restated Plan" or "Plan") has been prepared, the purpose of which is to consolidate the Original Plan and the Amendments into a single document and to amend the Plan's provisions to reflect recent legislative changes to Iowa Code Chapter 404 that take effect on July 1, 2024; and

WHEREAS, after published notice was given, as required by law, the City Council held a public hearing on May 20, 2024, on the Amended and Restated Plan and considered all objections, comments, and evidence presented.

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

Section 1. That all objections received, if any, at the public hearing referred to in the preamble above are found to be without sufficient merit to warrant amending the proposed Amended and Restated Plan.

Section 2. That the proposed Amended and Restated Plan is adopted in the form attached as Exhibit 1 to this Resolution; the City Clerk is hereby directed to file a certified copy of the Amended and Restated Plan and this Resolution with the County Assessor.

Section 3. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 20th day of May, 2024.

Mayor

ATTEST:

City Clerk

ATTACH AMENDED AND
RESTATED PLAN LABELED
AS EXHIBIT 1 HERE

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF BUENA VISTA

)

I, the undersigned City Clerk of the City of Storm Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Storm Lake, State of Iowa

(SEAL)

RESOLUTION NO. 54-R-2023-2024

**RESOLUTION ADOPTING THE AMENDED AND RESTATED
STORM LAKE URBAN REVITALIZATION PLAN FOR THE
STORM LAKE URBAN REVITALIZATION AREA**

WHEREAS, pursuant to the provisions of Iowa Code Chapter 404, in February 2005, the City of Storm Lake, Iowa (the "City") adopted the Storm Lake Urban Revitalization Plan (the "Original Plan") for the Storm Lake Urban Revitalization Area (the "Revitalization Area" or "Area"), which Revitalization Area was subsequently designated by ordinance; and

WHEREAS, the Original Plan was subsequently amended by an Amendment No. 1 to the Original Plan adopted on March 3, 2014, an Amendment No. 2 to the Original Plan adopted on November 5, 2018, and an Amendment No. 3 to the Original Plan adopted on April 19, 2021 (the "Amendments"); and

WHEREAS, by the foregoing action, the Council has determined that the Revitalization Area within the City can be revitalized as authorized by Iowa Code Chapter 404; and

WHEREAS, a proposed Amended and Restated Storm Lake Urban Revitalization Plan ("Amended and Restated Plan" or "Plan") has been prepared, the purpose of which is to consolidate the Original Plan and the Amendments into a single document and to amend the Plan's provisions to reflect recent legislative changes to Iowa Code Chapter 404 that take effect on July 1, 2024; and

WHEREAS, after published notice was given, as required by law, the City Council held a public hearing on May 20, 2024, on the Amended and Restated Plan and considered all objections, comments, and evidence presented.

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

Section 1. That all objections received, if any, at the public hearing referred to in the preamble above are found to be without sufficient merit to warrant amending the proposed Amended and Restated Plan.

Section 2. That the proposed Amended and Restated Plan is adopted in the form attached as Exhibit 1 to this Resolution; the City Clerk is hereby directed to file a certified copy of the Amended and Restated Plan and this Resolution with the County Assessor.

Section 3. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 20th day of May, 2024

Michael Porsch, Mayor

ATTEST:

Nelda Kirkholm, Deputy City Clerk

Staff Summary

05/20/2024

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: Matt Beckman Public Works Director

SUBJECT: **Motion To Approve An Amendment To The Engineering Agreement With ISG for additional Services On The New Production Well No. 22 Project.**

BACKGROUND: Council previously approved an agreement with ISG for design and construction services for the New Production Well No. 22 project, a new Dakota aquifer well to replace failed Well No. 15. After the agreement was approved with ISG, it was decided to apply for a CDBG grant to help offset the project cost, and the City learned in April the project was awarded a \$500,000 grant. CDBG requires certain federal language be incorporated into Owner-Engineer agreements, and this amendment satisfies those federal language requirements. This amendment for additional CDBG and BABA compliance services will increase the design and construction services contract with ISG by \$13,000.00. In addition, CDBG now requires compliance with the Build America Buy America Act (BABA) which requires federally funded infrastructure projects to have all construction materials domestically procured. As a result, ISG will need to update the project specifications to require domestic materials of construction, and ISG will need to provide BABA compliance oversight during the construction phase of the project. This amendment to the engineering agreement includes additional services by ISG required to ensure compliance with CDBG and BABA requirements.

FISCAL IMPACT: This amendment for additional CDBG and BABA compliance services will increase the design and construction services contract with ISG by \$13,000.00.

RECOMMENDATION: Motion to approve the contract amendment with ISG for additional BABA compliance services on the New Production Well No. 22 project.

ATTACHMENTS:
[Owner-Engineer Agreement Amendment 1.pdf](#)

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: May 20, 2024.

Background Data

Effective Date of Owner-Engineer Agreement: September 19, 2022
Owner: City of Storm Lake
Engineer: I&S Group, Inc. (ISG)
Project: Production Well No. 22

Nature of Amendment:

- ☐ 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 City has been awarded a CDBG grant. The program requires:

- **That the attached Federal Contract Language be included as part of the owner-engineer contract.**
- **That the project complies with the Buy America Build America Act (BABAA), which requires that all iron, steel, manufactured products, and construction materials for the project be produced in the United States.**

At the time of the original owner-engineer contract, this project was not planned to be submitted for CDBG funding. To modify the project plans & specifications to comply with BABAA, ISG requests that the following project phase be modified:

- **Dakota Aquifer Well Design** **\$2,500.00**

In order for ISG to oversee BABAA compliance during the construction phase of the project, the following project phases are requested for modification:

- **Construction Administration** **\$8,200.00**
- **Resident Project Representative** **\$2,300.00**

Agreement Summary:

Original agreement amount:	<u>\$129,200.00</u>
Net change for prior amendments:	<u>\$0.00</u>
This amendment amount:	<u>\$13,000.00</u>
Adjusted Agreement amount:	<u>\$142,200.00</u>

Change in time for services (days or date, as applicable): 0

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

I&S Group, Inc. (ISG)

By: 
Print
name: Tom Grafft

Title: Water/Wastewater Group Leader

Date Signed: 5/10/2024

APPENDIX A FEDERAL CONTRACT LANGUAGE

The proposed project is funded in part by federal dollars under a HUD Community Development Block Grant. As such all contractors, subcontractors, and project consultants shall comply with the following federal guidelines and provisions.

ACCESS AND MAINTENANCE OF RECORDS.

The contractor must maintain records, including supporting documentation, for three years from the closeout of the grant to the State of Iowa.

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 and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

CIVIL RIGHTS

The contractor must comply with the following laws and regulations:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance on the basis of race, color, or national origin.
2. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
3. Federal Executive Order 11063, as amended by Executive Order 12259 Equal Opportunity Housing.
4. Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
5. Section 109 of Title 1 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title 1 of the Act.
6. The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
7. Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

8. Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213).
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.
9. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)(Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

TERMINATION CLAUSE.

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

1. Under what conditions the clause may be imposed.
2. The form the termination notice must take (e.g., certified letter).
3. The time frame required between the notice of termination and its effective date.
4. The method used to compute the final payment(s) to the contractor.

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:

1. 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, 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.
3. 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 \$10,000.00 and not more than \$100,000.00 for each such failure.”

LEAD-SAFE HOUSING REGULATIONS (As Applicable).

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule.

RECYCLED MATERIALS.

The contractor agrees to comply with all the requirements of the 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.

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.

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1965 (AS AMENDED).

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 BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS PROPOSAL.

A Section 3 business 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 Youth Build participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://hudapps.hud.gov/OpportunityPortal/>

FEDERAL EXECUTIVE ORDERS 11246 and 11375. (All Contracts in Excess of \$10,000.00)

Provides that no one be discriminated in employment.

“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

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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 involved as provided in Executive Order 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.

ENERGY EFFICIENCY.

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Pub. L 94-163, 89 Stat. 871.

FEDERAL LABOR STANDARDS PROVISIONS (INCLUDING DAVIS-BACON PREVAILING WAGE RATES APPLICABILITY).

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) , the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that, the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under Paragraph (a)(1)(ii) of this section and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site

Page 6 of 14

of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate including fringe benefits where appropriate determined pursuant to Paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The EPA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the

SIMMERING CORY ON BEHALF OF THE CITY AND IEDA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/programs/dbra/forms.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the SIMMERING CORY ON BEHALF OF THE CITY AND IEDA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5(a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under Sec. 5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for

submission of the "Statement of Compliance" required by Paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under Paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship

Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract Termination. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor and any of its subcontractors and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it nor he or she nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3 a of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3 a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in Paragraphs (1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(1) or 4.6 of Par 4 of this title. As used in this paragraph, the terms laborer and mechanics include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation, Liability for Unpaid Wages, Liquidated Damages. In the event of any violation of the clause set forth in Paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (b)(1) of this section

(3) Withholding for Unpaid Wages and Liquidated Damages. The loan recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work

performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in Paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

ALL CONTRACTS IN EXCESS OF \$100,000.

In addition to the preceding provisions, contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

1. Section 306 of the Clean Air Acts [42 U.S.C. 1857 (h)].
2. Section 508 of the Clean Water Act [33 U.S.C. 1368].
3. Executive Order 11738.
4. EPA Regulations – 40 CFR, Part 15.

In accordance with the Clean Air and Water Act, 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 List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.
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 a 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 Environmental Protection Agency List of Violating Facilities.

4. The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraphs (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.

ALL CONTRACTS IN EXCESS OF \$2,000.

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions:

1. Davis-Bacon and Related Acts.
2. Contract Work Hours and Safety Standard Act.
3. Copeland Anti-Kickback Act.

BUILD AMERICA, BUY AMERICA

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Staff Summary

05/20/2024

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: Matt Beckman Public Works Director

SUBJECT: **Resolution No. 55-R-2023-2024 Approving Change Order No. 2 for the New Production Well No. 21 Project.**

BACKGROUND: The New Production Well No. 21 project is a shallow sand and gravel well currently under construction by Sargent Drilling in the area of Frank Starr Park. The City was recently notified by the Contractor that the emergency generator and prefabricated building and control system for the new well has been delayed and is now scheduled to arrive on site in mid-August of 2024.

The City's shallow wells have been stressed by high usage during the past few years of drought. In order to give operators the ability to utilize Well No. 21 during the 2024 peak season, City staff requested a temporary set-up that will allow Well No. 21 to be utilized on an as-needed basis. The temporary set-up includes utilizing one of the City's existing generators and working with the City's local programmer to supply a Variable Frequency Drive (VFD) and temporary wiring that will allow use of the well if it is needed to help meet peak water demands. The change order also extends the substantial completion date from June 30, 2024 to September 30, 2024 due to the delay in materials availability.

FISCAL IMPACT: This change order will increase the contract with Sargent Drilling by \$5,077.50 from \$1,570,901.00 to \$1,575,978.50

RECOMMENDATION: Motion to Adopt Resolution No. 55-R-2023-2024 Approving Change Order No. 2 for the New Production Well No. 21 Project.

ATTACHMENTS:

- [Change Order No. 2](#)
- [26698 Letter of Recommendation CO2.pdf](#)
- [Resolution No. 55-R-2023-2024 - Approving Change Order No 2 - New Production Well NO 21.docx](#)

Date of Issuance: May 20, 2024

Effective Date: Upon Signature

PROJECT: <u>New Production Well No. 21</u>	ENGINEER'S PROJECT NUMBER: <u>26698</u>
OWNER: <u>City of Storm Lake</u>	DATE OF CONTRACT: <u>June 5, 2023</u>
CONTRACTOR: <u>Charles Sargent Irrigation, Inc. dba Sargent Drilling</u>	OWNER'S CONTRACT NUMBER:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Provide a temporary well-run setup so that the well can be usable during the 2024 summer while we wait for the permanent generator and building to arrive. Extend project completion date to accommodate generator ship dates.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$1,569,449.00</u>	Original Contract Times: ☐ Working Days ☒ Calendar Days
Increase from previously approved Change Orders Number <u>0</u> to <u>1</u> <u>\$1,452.00</u>	Substantial Completion (day or dates): <u>June 30, 2024</u> Ready for Final Payment (day or dates): <u>July 31, 2024</u>
Contract Price prior to this Change Order: <u>\$1,570,901.00</u>	(Increase) (Decrease) from previously approved Change Orders Number _____ to _____ Substantial completion (day or dates): _____ Ready for Final Payment (day or dates): _____
Increase of this Change Order: <u>\$5,077.50</u>	Contract Times prior to this Change Order: Substantial Completion (day or dates): <u>June 30, 2024</u> Ready for Final Payment (day or dates): <u>July 31, 2024</u>
Contract Price Incorporating this Change Order: <u>\$1,575,978.50</u>	Increase of this Change Order: Substantial Completion (day or dates): <u>September 30, 2024</u> Ready for Final Payment (day or dates): <u>October 31, 2024</u>
	Contract Times with all approved Change Orders: Substantial Completion (day or dates): <u>September 30, 2024</u> Ready for Final Payment (day or dates): <u>October 31, 2024</u>

RECOMMENDED:

I +S GROUP

By: Amanda Gooden
Engineer (Authorized Signature)

Date: 5/10/2024

ACCEPTED:

City of Storm Lake

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

Charles Sargent Irrigation, Inc. dba Sarg

By: [Signature]
Contractor (Authorized Signature)

Date: 5-10-24

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 2



RE: PRODUCTION WELL NO. 21 - LETTER OF RECOMMENDATION - CHANGE ORDER NO. 2

Dear Mr. Beckman,

The generator for Production Well No. 21 now has a ship date of late June 2024. Due to the use of a prefabricated building on this project (to house the generator), the generator is integral to the overall timeline for the project completion. The building cannot be erected, nor the controls installed and tested, until the generator arrives at the building manufacturer's site. Due to this timeline of events, the building and generator won't arrive on site until mid-August 2024.

The City's wells have been stressed with high usage during the past few years of drought. In lieu of not being able to utilize Well No. 21 at all during the 2024 peak season, the City's water operating staff has requested a temporary set-up that will allow Well No. 21 to be utilized on an as-needed basis. The temporary set-up includes utilizing one of the City's existing generators and working with the City's local programmer to supply a Variable Frequency Drive (VFD) that will support the well use.

This temporary set-up to run Well No. 21 is being proposed as Change Order No. 2. ISG is in agreement with the water operators that this change order will provide necessary redundancy in the well fields for the 2024 summer, and is a wise investment to protect against water supply emergencies.

If you have any questions regarding this change, please don't hesitate to reach out to me at 712.732.7745.

Sincerely,

A handwritten signature in black ink, reading "Amanda Goodenow", with a long, sweeping horizontal line extending to the right.

Amanda Goodenow, PE
Civil Engineer

Amanda.Goodenow@ISGInc.com

RESOLUTION NO. 55-R-2023-2024

**RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR THE
NEW PRODUCTION WELL NO. 21 PROJECT**

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the New Production Well No. 21; and

WHEREAS, the plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law and approved by the City Council on May 1, 2023; and

WHEREAS, the bid for the construction of certain public improvements described in general as the New Production Well No. 21 project, is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: Sargent Drilling
Amount of bid: \$1,569,449.00
Portion of bid: All

WHEREAS, a Change Order No. 1 for the New Production Well No. 21 Project was hereby approved in the amount of \$1,452 increasing the total contract price to \$1,570,901.00.

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

Section 1. That Change Order No. 2 for the New Production Well No. 21 Project is hereby approved in the amount of \$5,077.50 increasing the total contract price to \$1,575,978.50.

PASSED AND APPROVED this 20th day of MAY, 2024.

Michael Porsch, Mayor

ATTEST:

Nelda Kirkholm, Deputy City Clerk

Staff Summary

05/20/2024

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: Keri Navratil City Manager

SUBJECT: **2024 Memorial Road Street & Utility Improvements Project Update**

BACKGROUND: Josh Pope, City Engineer with Bolton & Menk, will provide a progress update on the 2024 Memorial Road Street & Utility Improvements Project

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

ATTACHMENTS:

Staff Summary

05/20/2024

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: Keri Navratil City Manager

SUBJECT: **Motion to Approve Fee Waiver for Lake Preservation Association Meeting**

BACKGROUND: The Lake Preservation Association has requested a fee waiver for use of the Golf Course Clubhouse for their annual meeting. This fee waiver has been granted in the past.

FISCAL IMPACT: N/A

RECOMMENDATION: Move to waiver the fee for rental of the Golf Course Clubhouse for the annual Lake Preservation Association meeting

ATTACHMENTS:
[05202024 - LPA Request For Fees Waived.pdf](#)

—THE LAW OFFICES OF REDENBAUGH & MOHR, P.C.—

PHIL REDENBAUGH
phil@redenlaw.com

RYAN A. MOHR
ryan@redenlaw.com

BRETT C. REDENBAUGH
brett@redenlaw.com

May 9, 2024

Keri Navratil

Email to: navratil@stormlake.org

RE: LPA ANNUAL MEETING JUNE 10TH 2024

Dear Mrs. Navratil:

Thanks for visiting with me on the Lake Preservation Association (LPA) meeting rental space. The LPA has traditionally been allowed to utilize the Municipal Golf Clubhouse Banquet space for our annual meeting without charge. The meeting includes a status of the Lake report, by Mr. Ben Wallace, and is open to the public. Rent was quoted as \$300, for the space. Would you please inquire weather the City Council would approve the use of this space without charge? As always, thanks for your help!

Call me with questions or concerns.

Sincerely,

/s/ Ryan A. Mohr

Ryan A. Mohr

Staff Summary

05/20/2024

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: Keri Navratil City Manager

SUBJECT: **Resolution No. 56-R-2023-2024 Approving Agreement for Grant Administration Services with Local Government Professional Services, DBA Simmering-Cory for the Wastewater Treatment Plant Blower Project**

BACKGROUND: The Iowa Economic Development Authority (IEDA) had a grant opportunity for communities to apply for funds that will reduce energy usage and allow for the reinvestment of the energy savings into other energy efficiency projects within the community.

The City of Storm Lake (CITY) adopted the Storm Lake Energy Action Plan in December 2015 which outlined various opportunities throughout the operations of all CITY departments where energy savings could be realized. The 2015 Storm Lake Energy Action Plan identified a project to replace the blower units at the CITY Wastewater Treatment Plant to appropriately sized units. The CITY has a desire to make improvements in the blowers at the Wastewater Treatment Plant but has not been able to fund the project due to other priorities.

The Iowa Energy Efficiency and Conservation Block Grant (EECBG) application was submitted by March 18, 2024 and subsequently we were notified that the grant was awarded.

This item approves the agreement with Simmering-Cory for grant administration services.

FISCAL IMPACT: Not to exceed \$18,000

RECOMMENDATION: Move to Adopt Resolution No. 56-R-2023-2024 Approving Agreement for Grant Administration Services with Local Government Professional Services, DBA Simmering-Cory, for the Wastewater Treatment Plant Blower Project

ATTACHMENTS:

AGREE Storm Lake EECBG Grant Administration Agree. CM 5.20.2024 REDUCED
Resolution No 56-R-2023-2024 -Approving A Grant Administration Agreement With Simmering-Cory For The Storm
Lake Wastewater Treatment Plant Blower Project.docx

AGREEMENT FOR GRANT ADMINISTRATION SERVICES

ARTICLE I. This AGREEMENT made and entered into this 20TH day of May, 2024, by and between the City of Storm Lake hereinafter called the OWNER, and Local Government Professional Services, Inc., DBA Simmering-Cory, hereinafter called LGPS, WITNESSETH:

WHEREAS, the OWNER intends to construct improvements as part of a project which is identified as follows and out lined in more detail in a CDBG Application that was submitted and approved the Iowa Economic Development Authority (IEDA)

PROJECT TITLE: Wastewater Treatment Plant Blower Project
IEDA PROJECT NO.: 24-ECBG-008

The above noted project shall hereinafter be referred to as PROJECT in this agreement; and

WHEREAS, the OWNER has agreed with Iowa Economic Development Authority to perform all services outlined in and required by the Iowa Energy Efficiency and Conservation Block Grant Contract (hereinafter called STATE CONTRACT) and;

WHEREAS, the OWNER is required by IEDA to utilize a certified grant administrator (CGA) for administration of a CDBG award; and,

WHEREAS, LGPS employs certified grant administrators who will administer the CITY's PROJECT and ensure compliance with State and federal regulations; and,

WHEREAS, the OWNER desires to employ LGPS to assist with completion of certain services outlined in the STATE CONTRACT and to perform professional services associated with the implementation, management, and administration of the Community Development Block Grant PROJECT.

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the parties hereto agree as follows:

ARTICLE II. GRANT MANAGEMENT AND ADMINISTRATION.

LGPS agrees to furnish and perform various professional services required for the PROJECT and by the STATE CONTRACT, as follows:

- Day-to-day technical assistance and program management through project completion and close-out.
- Compliance with environmental and SHPO requirements. If an Archeological Phase 1 Site Survey or an Iowa Site File Search is required, the City will contract directly for those services at their expense. Costs for these services may be eligible for reimbursement through grant funds.
- Will provide the necessary publications and forms required for Release of Funds. The cost of publications will be an additional expense outside the cost of the contract for grant administration services and paid directly by the City.
- Required resolutions for procurement and code of conduct.

- STATE CONTRACT negotiation and program schedule.
- Preparation and submittal of reports and forms as outlined in the STATE CONTRACT, but not including the audit report. Any required audit report will be the sole responsibility of the CITY.
- Ongoing assistance in establishing and maintaining an overall recordkeeping system.
- Compliance with affirmative action requirements.
- Attendance at all conferences, Council meetings, and State monitoring visits necessary to facilitate the project.
- Assistance with compliance with Fair Housing (any costs related to the publication or distribution of federal notices is outside the cost of the grant administration contract and the responsibility of the City), Equal Opportunity, Excessive Force, RARA, and Citizen Participation regulations.
- Compliance with the Uniform Acquisition and Relocation Act pertaining to easements and land acquisition. Services related to negotiation, appraisal, review appraisal, and legal services are not included and will be procured from other vendors with the cost of such services the responsibility of the CITY.
- Review of contracts and specs to ensure necessary federal and State regulations are included.
- Requisition of grant funds and requisition of SRF loan funds (if the City is using SRF funding).
- Compliance with Davis-Bacon labor standards requirements and monitoring of weekly contractor payroll forms.
- Compliance with minority participation requirements and contractor clearance.
- Preparation of contract and program amendments as needed.
- We will provide the public notice and hearing announcements for mid-project updates as required by IEDA. Any costs related to the publication of the notice is outside of this grant administration contract and the responsibility of the City.
- We will work with the City and their selected engineer on development of the bid package and compliance with federal bid laws. The cost of any required publications is the responsibility of the City and not a part of this grant administration agreement.
- Any additional administrative function, as may be required or requested by the State.

The OWNER agrees to fulfill and take certain City Council actions required to carry out the work and services outlined by the STATE CONTRACT and necessary for completion of the PROJECT.

ARTICLE III. COMPENSATION. The OWNER shall compensate LGPS for services outlined under ARTICLE II in the amount of \$18,000.00.

It is further understood and agreed by both parties, that the payment of fees shall be as follows:

- A. Initial Payment – \$2,000.00 at the time of Release of Funds.
- B. Progress Payments – \$2,000.00 every three (3) months after the Release of Funds.
- C. Final Payment – Balance of contract upon project completion.

ARTICLE IV. EARLY PROJECT TERMINATION. Should the PROJECT not be completed or terminated prior to completion that would result in the OWNER withdrawing the PROJECT from the CDBG Program or terminating the IEDA Grant Agreement before the project is complete the OWNER agrees that LGPS shall be compensated for services provided even if such compensation is not eligible for reimbursement from IEDA in the following amounts:

- A. Termination prior to any attempt to bid the project and prior to construction shall result in the OWNER paying LGPS for 40% of the total value of this agreement.
- B. Termination after any attempt to bid the project but prior to the start of construction (defined as the acceptance and award of a contract for construction) shall result in the OWNER paying LGPS for 60% of the total value of this agreement.

This article shall also apply to projects that are terminated by IEDA for non-compliance or lack of timely achievements on the part of the OWNER.

This article shall not apply if the reason for grant termination is due to an error or omission on the part of LGPS, in which case there shall be no guaranteed payment due to LGPS.

ARTICLE V. STATE AND FEDERAL COMPLIANCE LANGUAGE. As a part of this agreement all parties agree to comply with a set of federal and State of Iowa regulations that are specific to the requirements of HUD and IEDA for the successful implementation of this project. These regulations are commonly referred to as the “Federal Contract Language” and are hereby attached and included in this agreement as Appendix A to the extent that they apply to the services provided under this agreement.

ARTICLE VI. AMENDMENTS. This agreement may be amended by mutual agreement of both parties in the future as needed to update federal language, clarify existing language, or to add or removal services.

ARTICLE VII. TERMINATION. This agreement may be terminated by either party upon providing a minimum of seven (7) days written notice to the other party. For official communication between the parties written notice shall be provided to the other party at the following addresses”

CITY
City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588

LGPS
Local Government Professional Services
PO Box 244
Storm Lake, Iowa 50588

Notice shall be considered provided upon receipt of the notice by the other party.

ARTICLE VIII. LIMITED LIABILITY. The OWNER shall agree that the maximum liability which may be allocated to LGPS shall be equal to the amount of compensation paid to LGPS at the time of the notification of the claim. In no case shall LGPS be liable for damages in excess of the value of this agreement.

City of Storm Lake

By: _____

Date: May 20, 2024

Attest:

By: _____

Local Government Professional Services, Inc.
DBA: Simmering-Cory

By:  _____

Date: May 15, 2024

APPENDIX A

STORM LAKE EECBG GRANT REQUIRED LANGUAGE FOR ALL CONTRACTS

COMPLIANCE WITH LAWS AND REGULATIONS; DECLARATION OF THE RECIPIENT. The Recipient shall comply with all applicable federal, state and local laws, federal regulations, state rules, local ordinances, and orders. The Recipient declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

COMPLIANCE WITH EEO/AA PROVISIONS. The Recipient shall comply with the applicable provisions of federal, state and local laws, rules and executive orders, including Iowa Code Chapter 216.6, to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material breach of this Agreement.

INDEMNIFICATION. The Recipient agrees to be responsible, for any and all claims for wrongful death, personal injury or property damage arising from activities under this Agreement and resulting directly from the negligence or wrongful acts or omissions of Recipient or its employees acting within the scope of their employment.

RIGHT TO REVIEW AND OBSERVE; ACCESS TO RECORDS. IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Recipient shall permit IEDA or its agents, within normal business hours and upon prior written notification to the Recipient, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Recipient relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Recipient shall deliver to IEDA or its agents said documentation or materials.

PUBLIC RECORDS; RECORDS RETENTION. All records submitted to IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Recipient relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

SEVERABILITY OF AGREEMENT. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

GOVERNING LAW. This Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

FINAL AUTHORITY. The decision of the IEDA shall be binding on the Recipient. The IEDA shall have the final authority to assess whether the Recipient has complied with the terms of this Agreement.

COMPLIANCE WITH IOWA CODE CHAPTER 8F. If applicable, the Recipient shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Recipient shall be forwarded to IEDA.

LEGISLATIVE CHANGES. The Recipient expressly acknowledges that the Project is subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the Project, the Recipient shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Recipient of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.

THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement. This Agreement is intended only to benefit the State and the Recipient.

JOINT AND SEVERAL LIABILITY. If the Recipient is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.

WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Recipient, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

CONFLICT OF INTEREST.

- (a) The Recipient represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Recipient and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 12 of this Agreement, and the Recipient shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Recipient shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Recipient shall report any potential, real, or apparent conflict of interest to IEDA.
- (b) Except for the use of Energy funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to Energy assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from an Energy assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds

thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

- (c) The conflict-of-interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving Energy funds.

IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY. The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

IMMUNITY FROM LIABILITY. Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Recipient's and/or its subrecipients' or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable federal, state and local laws, federal regulations, state rules, local ordinances, and orders including all Federal laws and regulations described in regulatory requirements contained in 2 CFR Part 200 as amended by 2 CFR Part 910 as found in Department of Energy Guide To Financial Assistance Effective Date November 8, 2023; 10 CFR part 600; 2 CFR part 910; 2 CFR Part 180; and applicable program rules.

USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. Energy funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement ineligible status under the provisions of 2 CFR Part 180 or any applicable law or regulation of the Department of Labor.

CIVIL RIGHTS.

- (a) **NONDISCRIMINATION POLICIES.** The Recipient shall comply with the applicable provisions of national policies as implemented by DOE Regulation as found in 10 CFR Parts 1040, 1041, and 1042; Department of Health and Human Services regulations at 45 CFR part 90; Department of Justice regulations at 28 CFR part 41; Department of Housing and Urban Development 24 CFR PART 100—Discriminatory Conduct Under the Fair Housing Act; and Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.). In addition, the Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and DOE regulations issued pursuant thereto contained in 10 CFR Part 1040 and 10 CFR Part 1042. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program

or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program, activity, or Project.

- (b) DISCRIMINATION IN EMPLOYMENT. The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.
- (c) CONSIDERATION FOR EMPLOYMENT. The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.
- (d) SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings through Iowa Workforce Development's job search website, currently known as IowaWORKS.
- (e) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.) including section 602 of the civil rights act of 1964; the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access

to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

- (f) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON 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 awarding any Federal contract, making any Federal grant, making any Federal loan, entering into 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.
 - (iv) 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 and as implemented by DOE at 10 CFR part 601. 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.
 - (v) If the Recipient is a nonprofit organization described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), it may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., Chapter 26). If DOE or IEDA determines the Recipient has engaged in lobbying activities, IEDA will cease all payments to Recipient under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions. By signing this agreement and accepting funds, the Recipient

assures that it is not an organization described in section 501(c)(4) that has engaged in any lobbying activities described in the Lobbying Disclosure Act of 1995 (2 U.S.C. 1611).

- (vi) Officials not to benefit. Recipient must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.
- (g) THE ARCHITECTURAL BARRIERS ACT OF 1968. (42 U.S.C. § 4151 et seq.) Recipients must ensure that all persons have ready access to, and use, of buildings regardless of disability in the design, construction or alteration of buildings and facilities financed with Federal funds.
- (h) TITLE IX OF THE EDUCATION AMENDMENTS OF 1972. (20 USC 1681-1686) Subject to certain exceptions regarding admission policies at certain religious and military organizations, Title IX of the Education Amendments of 1972 (20 USC §1681-1686) prohibits the exclusion of persons on the basis of sex from any education program or activity receiving Federal financial assistance. All DOE recipients and subrecipients must comply with Title IX. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.).
- (i) NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.
- (j) INCLUSION IN SUBCONTRACTS. The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

DAVIS-BACON ACT. The Recipient shall comply with all applicable federal, state and local laws, federal regulations, state rules, local ordinances, and orders. The Recipient declares that it has complied with all requirements related to Davis-Bacon wage rates as described in Exhibit B.

ENVIRONMENTAL POLICIES. Environmental policy requires the recipient, as applicable, to protect the environment and human interaction with land, air, water or contact with certain substances. The following sections discuss the application of each of these policies:

- (d) The Clean Air Act (42 U.S.C. §7401, et. seq.) and Clean Water Act (33 U.S.C. §1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR Part 32, Subpart J, are concerned with protecting and enhancing the quality of the Nation's air resources so as to promote the public health and welfare and the productive capacity of its population and encouraging and promoting pollution prevention.
- (e) Recipients must protect the quality of the human environment, including wetlands, and provide any help DOE may need to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et. seq) and as implemented by DOE at 10 CFR Part 1021 and assist in preparing Environmental Impact Statements or other environmental documentation.
- (f) Recipients must manage impacts on the following:
 - (i) Flood-prone areas, and comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001 et. Seq) and as implemented by DOE at 10 CFR Part 1022.
 - (ii) Land and water resources of coastal zones, and comply with the Coastal Zone Management Act of 1972 (16 U.S.C. §1451, et. seq.).
 - (iii) Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and comply with the Coastal Barriers Resource Act (16 U.S.C. § 3501 et. seq.), concerning preservation of barrier resources.
 - (iv) Any existing or proposed component of the National Wild and Scenic Rivers system, and comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.).
 - (v) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and comply with the Safe Drinking Water Act (42 U.S.C. § 300h-3).
- (g) Recipients must comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), as implemented by the Department of Housing and Urban Development (24 CFR part 35). The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal assistance.
- (h) Recipients must comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6962), and implementing regulations of the Environmental Protection Agency (40 CFR Part 247) which require the purchase of recycled products by States or political subdivision of States.

PROTECTION OF HUMAN SUBJECTS AND ANIMALS IN RESEARCH (as applicable).

- (i) **Humans.** The recipient is responsible for the protection of the rights and welfare of human subjects involved in activities supported by DOE. All research involving human subjects is subject to the requirements of DOE Policy 443.1A, Protection of Human Subjects; 10 CFR 745, Protection of Human Subjects; and 45 CFR Part 46, Protection of Human Subjects. Information is available at <http://humansubjects.energy.gov>.
- (j) **Animals.** The recipient is responsible for the humane care and treatment of any animal used or intended for use in such activities as field or laboratory research, development, training, experiments, biological testing or for related purposes supported by DOE grants. Several Acts cover the treatment of animals in research including; the Animal Welfare Act (7 U.S.C. § 2131 et seq.) and the regulations promulgated there under by the Secretary of Agriculture (9 CFR 1.1-4.11) pertaining to the humane care, handling, and treatment of vertebrate animals held or used for research, teaching or other activities supported by Federal awards and the Endangered Species Act of 1973 and implementing regulations of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227).

DRUG-FREE WORKPLACE. The Recipient must comply with drug-free workplace requirements in Subpart B of 10 CFR part 607, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

BUY AMERICAN. The Recipient shall comply with all applicable federal, state and local laws, federal regulations, state rules, local ordinances, and orders. The Recipient declares that it has complied with all requirements related to Buy American provisions as described in Exhibit B.

POLITICAL ACTIVITY. No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

ADDITIONAL REQUIREMENTS AND CONDITIONS:

- (k) **Native American Graves Protection and Repatriation.** If the Recipient controls or possesses Native American remains and associated funerary objects, Recipient must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. chapter 32).
- (l) **Fly America Act.** The Recipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the "Fly America Act," and implementing regulations at 41 CFR 301-10.131 through 301-10.143.

- (m) Use of United States-flag vessels. Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.
- (n) Research misconduct. The Recipient must comply with the government-wide policy on research misconduct issued by the Office of Science and Technology Policy (available in the Federal Register at 65 FR 76260, December 6, 2000, as implemented by DOE at 10 CFR part 733 and 10 CFR 600.31.
- (o) Requirements for an Institution of Higher Education Concerning Military recruiters and Reserve Officers Training Corps (ROTC). If the Recipient receives funds from an award by the National Nuclear Security Administration of the Department of Energy, the Recipient agrees that the Recipient is not an institution of higher education that has a policy or practice placing any of the restrictions specified in 10 U.S.C. 983. as implemented by 32 CFR part 216.
- (p) Historic Preservation Requirements. Construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing IEDA with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties", and Executive Order 11593. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award is subject to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470f) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).
- (q) Confidentiality of patient records. If applicable the Recipient must keep confidential any records the Recipient maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.
- (r) Constitution Day. If applicable the Recipient must comply with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in a Federal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.
- (s) Trafficking in Persons. Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g).
 - i. Provisions applicable to a Recipient that is a private entity. The Recipient, its employees, contractors, and subrecipients under this award, and subrecipients' employees may not: i. engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii. procure a

commercial sex act during the period of time that the award is in effect; or
 iii. use forced labor in the performance of the award or subawards under the award. DOE or IEDA may unilaterally terminate this award, without penalty, if the Recipient or a subrecipient that is a private entity: i. is determined to have violated a prohibition in a previous paragraph or ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in a previous paragraph through conduct that is either: i. associated with performance under this award; or ii. imputed to Recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ``OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOE or IEDA at 2 CFR part 901.

- ii. Provision applicable to a recipient other than a private entity. The DOE or IEDA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: i. is determined to have violated a prohibition in a previous paragraph or ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in a previous paragraph through conduct that is either: i. associated with performance under this award; or ii. imputed to Recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ``OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOE or IEDA at 2 CFR part 901.
- iii. Provisions applicable to any recipient: 1. The Recipient must inform IEDA immediately of any information it receives from any source alleging a violation of Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g). (a) Native American Graves Protection and Repatriation. If the Recipient controls or possesses Native American remains and associated funerary objects, Recipient must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. chapter 32).

FEDERAL GOVERNMENT RIGHTS. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

INTELLECTUAL PROPERTY PROVISIONS. Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the

intellectual property requirements at 10 CFR 600.136(a) and (c).

FLOWDOWN PROVISIONS TO SUBRECIPIENTS, SUBGRANTEES, AND CONTRACTORS. The terms and conditions of Federal awards (including this part) flow down to subawards to subrecipients, subgrantees, and contractors unless a particular section of this part or the terms and conditions of the Federal award specifically indicate otherwise.

RESOLUTION NO. 56-R-2023-2024

**RESOLUTION APPROVING A GRANT ADMINISTRATION
AGREEMENT WITH SIMMERING-CORY FOR THE STORM LAKE WASTEWATER
TREATMENT PLANT BLOWER PROJECT**

WHEREAS, the City of Storm Lake has been awarded a grant from the Iowa Economic Development Authority under the Iowa Community Development Block Grant program for the Storm Lake Wastewater Treatment Plant Blower Project, and;

WHEREAS, the City has a need to improve energy efficiency and an opportunity to maximize City funds in partnership with a grant IEDA, and;

WHEREAS, the City Council has a need to have a professional grant administrator administer the grant per the Iowa Economic Development Authority guidelines, and;

WHEREAS, the City has previously procured for grant administration services following 2 CFR 200.319 and has selected the firm of Simmering-Cory to assist the City with this grant;

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

SECTION 1. The City Council approves the contract with the Simmering-Cory for grant administration services on IEDA project number 24-ECBG-008 in the amount of \$18,000.00 for the Storm Lake Wastewater Treatment Plant Blower Project.

SECTION 2. The Mayor is authorized to sign the contract with the Simmering-Cory.

PASSED AND APPROVED THIS 20TH DAY OF MAY 2024.

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

Michael Porsch, Mayor

ATTEST:

Nelda Kirkholm, Deputy City Clerk

Staff Summary

05/20/2024

Agenda Item # F.16.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
[p \(712\) 732-8000](tel:(712)732-8000)
[f \(712\) 732-4114](tel:(712)732-4114)

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Resolution No. 57-R-2023-2024 Approving a Grant Agreement with IEDA for the Wastewater Treatment Plant Blower Project**

BACKGROUND: The Iowa Economic Development Authority (IEDA) had a grant opportunity for communities to apply for funds that will reduce energy usage and allow for the reinvestment of the energy savings into other energy efficiency projects within the community.

The City of Storm Lake (CITY) adopted the Storm Lake Energy Action Plan in December 2015 which outlined various opportunities throughout the operations of all CITY departments where energy savings could be realized. The 2015 Storm Lake Energy Action Plan identified a project to replace the blower units at the CITY Wastewater Treatment Plant to appropriately sized units. The CITY has a desire to make improvements in the blowers at the Wastewater Treatment Plant but has not been able to fund the project due to other priorities.

The Iowa Energy Efficiency and Conservation Block Grant (EECBG) application was submitted by March 18, 2024 and subsequently we were notified that the grant was awarded.

This item approves the grant agreement with IEDA for Wastewater Treatment Plant Blower Project.

FISCAL IMPACT: The Grant Award is \$300,000

RECOMMENDATION: Move to Adopt Resolution No. 57-R-2023-2024 Approving a Grant Agreement with IEDA for the Wastewater Treatment Plant Blower Project

ATTACHMENTS:

[Resolution No. 57-R-2023-2024 - Approving Grant Agreement 24-ECBG-008_IEDA_CDBG IEDA Agreement Energy Action Plan.pdf](#)

RESOLUTION NO. 57-R-2023-2024

**A RESOLUTION APPROVING A GRANT AGREEMENT WITH IEDA
FOR THE WASTEWATER TREATMENT PLANT BLOWER PROJECT**

WHEREAS, the City of Storm Lake has been awarded a grant from the Iowa Economic Development Authority under the Energy Efficiency and Conservation Block Grant program for the Storm Lake Wastewater Treatment Plant Blower Project, and;

WHEREAS, the City has identified a project that when implemented will result in substantial savings to the energy use of the City's Wastewater Treatment Plant, and;

WHEREAS, the City Council is in agreement with the terms provided by the Iowa Economic Development Authority for the Energy Efficiency and Conservation Block Grant Program for the Storm Lake Wastewater Treatment Plant Blower Project;

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

SECTION 1. The City Council approves the contract with the Iowa Economic Development Authority for project number 24-ECBG-008 which includes a grant award in the amount of \$300,000.00 for the Storm Lake Wastewater Treatment Plant Blower Project.

SECTION 2. The Mayor is authorized to sign the contract with the Iowa Economic Development Authority and all other required documents.

PASSED AND APPROVED THIS 20TH DAY OF MAY 2024.

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

Michael Porsch, Mayor

ATTEST:

Nelda Kirkholm, Deputy City Clerk

April 26, 2024

Honorable Michael Porsch
City of Storm Lake
PO Box 1086
Storm Lake, IA 50588-1086

SUBJECT: Energy Efficiency and Conservation Block Grant

Dear Mayor Porsch:

Congratulations! I am pleased to inform you that the Iowa Economic Development Authority (IEDA) has awarded the City of Storm Lake ("Recipient") an Iowa Energy Efficiency and Conservation Block Grant in the amount of \$300,000 for your project titled, "Storm Lake Wastewater Treatment Plant Blower Replacement." This grant award will be administered by the Iowa Economic Development Authority.

Enclosed you will also find an Iowa Economic Development Authority Agreement, which will be between the Recipient and the IEDA. Please review the document thoroughly. Using Adobe Acrobat Sign, please have a legally responsible official sign the agreement. Upon receipt of the signed agreement, IEDA will execute and upload a copy to IowaGrants.gov for your records. Failure to return the agreement by May 31, 2024, may be cause for IEDA to terminate the award.

IF ANY CONDITIONS CONTAINED IN THIS LETTER ARE NOT SATISFIED IN THE SOLE DISCRETION OF IEDA, OR THE AGREEMENT IS NOT FULLY EXECUTED BY A LEGALLY RESPONSIBLE OFFICIAL, THIS AWARD OF FUNDS SHALL BE RESCINDED, AND NO REIMBURSEMENT IS AVAILABLE FOR ANY COSTS INCURRED BY THE CONTRACT RECIPIENT WITH RESPECT TO THIS AWARD.

If you have any questions, please contact your project manager, Jeff Geerts, at 515-348-6211 or by email at jeff.geerts@iowaeda.com.

We look forward to working with the City of Storm Lake on this Iowa Energy Efficiency and Conservation Block Grant project.

Sincerely,


Debi Durham (May 1, 2024 08:22 CDT)

Debi Durham, Director

File: IowaGrants.gov

IOWA ECONOMIC DEVELOPMENT AUTHORITY

EECBG GRANT AGREEMENT

GRANT NUMBER: 24-ECBG-008

EFFECTIVE DATE: June 1, 2024

BETWEEN Iowa Economic Development Authority
1963 Bell Avenue Suite 200
Des Moines, Iowa 50315
(hereinafter "IEDA" or "Authority")

AND City of Storm Lake
PO Box 1086
Storm Lake, IA 50588-1086

(hereinafter "Recipient")

Recipient Authorized Representative: Michael Porsch
Mayor
porsch@stormlake.org

Grant Administration Contact: Justin Yarosevich
City Planner
justin@sc-ic.com

In consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. RECIPIENT. "Recipient" means the entity described above and who has been selected to receive Project funds to undertake the funded Project and agrees to comply with all applicable requirements. The Recipient, its employees, agents and any subcontractors performing under this Agreement are not employees or agents of the IEDA. Neither the Recipient nor its employees shall be considered employees of the IEDA for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.
2. GRANT PROJECT. "Project" means the description of eligible work, services, activities and other obligations to be performed or accomplished by the Recipient as described in Scope of Work, Exhibit A.
3. GRANT PERIOD. The term of the grant shall be from the Project Effective Date: June 1, 2024 to the Project Completion Date: June 30, 2026.
4. FUNDING SOURCE. IEDA shall provide the funds for this agreement from the monies provided to IEDA through the Bipartisan Infrastructure Law, Energy Efficiency and Conservation Block Grant Formula award.
5. TOTAL PAYMENT. Total payment of funds under this Agreement is not to exceed \$300,000 for costs directly attributed to the Project as described in the Recipient's IowaGrants.gov account, unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient funds for this activity. Any termination, reduction or delay of funds to the IEDA shall, at the option of IEDA, result in the termination, reduction or delay of funds to the Recipient.

6. REPAYMENT OBLIGATION. In the event that any federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Recipient shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Recipient has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Iowa Code Chapter 17A. If it is IEDA's final determination that costs previously paid by IEDA are unallowable under the terms of the Agreement, the expenditures will be disallowed, and the Recipient shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph shall apply to the Recipient as well as any subcontractors or subrecipients.
7. REPORTING REQUIREMENTS. The Recipient shall submit project status reports quarterly and as specified by IEDA. The reports shall be in a format and content as specified by the Authority. The Recipient shall submit a final report to the IEDA within 60 days of Project Completion Date for IEDA to verify that the terms of this Agreement have been met.
8. PAYMENT PROCEDURES. Payment shall be made on a reimbursement basis no more frequently than monthly. Claims must be for an amount equal to or greater than \$500 per request. Recipient shall prepare, review and sign the requests and reports in the form and content specified by the Authority. The Recipient must submit all claims for reimbursement within sixty (60) days of the Project Completion Date. If the sum of the claims submitted by the Recipient is less than the IEDA total award amount, IEDA shall be under no further obligation to disburse any unclaimed balance.
9. IOWAGRANTS.GOV. "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows a Recipient to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.IowaGrants.gov. The IEDA reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Agreement.
10. INTELLECTUAL PROPERTY; USE OF NAME OR STATE'S INTELLECTUAL PROPERTY. Subject to any pertinent obligations to other sponsors, intellectual property which results from this Project which is created solely by the Recipient's employees will be owned by the Recipient ("Recipient's IP"). Intellectual Property resulting from the performance of the Project and created solely by IEDA's employees will be owned by IEDA ("IEDA's IP"). Intellectual Property resulting from the performance of the Project and created jointly by the Recipient's employees and IEDA's employees will be owned jointly by the Recipient, and IEDA ("Joint IP").

Copyrightable materials first created solely by the Recipient's personnel in the performance of the work funded under this Agreement shall vest in the Recipient. The Recipient shall grant to IEDA an irrevocable, royalty-free, non-exclusive right to reproduce, translate, and use all such copyrighted material for its own purposes.

11. DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Recipient in default of its obligations under this Agreement: a) non-performance; b) a failure of the Recipient to make substantial and timely progress toward

performance of the Agreement; c) a failure of the Recipient work product and services to conform with the terms of this Agreement and any and all attachments; d) a breach of any term of this Agreement; e) utilizing grant proceeds for purposes not described in the Scope of Work as described in Exhibit A; and f) failure to comply with applicable federal, state and local laws, regulations, rules, ordinances and orders when performing within the scope of this Agreement. The IEDA shall issue a written notice of default providing therein a thirty (30) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

12. TERMINATION. This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.
13. EVENTS UPON TERMINATION. If this Agreement is terminated, IEDA and Recipient shall negotiate the terms of winding down the activities under this Agreement. The Recipient shall return to IEDA all unencumbered funds within one week of receipt of the notice of termination. IEDA shall pay only those amounts, if any, due and owing to Recipient up to and including the date of termination of the Agreement and for which IEDA is obligated to pay pursuant to this Agreement; Recipient shall cease work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs. The Parties will provide for the timely transfer of any active files and cooperate in good faith during the transition period.
14. ASSIGNMENT AND DELEGATION. The Recipient may not assign, transfer or convey, in whole or in part, this Agreement without the prior written consent of IEDA. For the purpose of construing this clause, a transfer of a controlling interest in the Recipient shall be considered an assignment. The Recipient may not delegate any of its obligations or duties under this Agreement without the prior written consent of IEDA. The Recipient may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Recipient under this Agreement.
15. AMENDMENT. No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. The IEDA will consider whether an amendment request is so substantial as to necessitate reevaluating the IEDA's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved or if it conflicts with any applicable federal, state or local laws, federal regulations, or state rules.
16. COMPLIANCE WITH LAWS AND REGULATIONS; DECLARATION OF THE RECIPIENT. The Recipient shall comply with all applicable federal, state and local laws, federal regulations, state rules, local ordinances, and orders. The Recipient declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
17. COMPLIANCE WITH EEO/AA PROVISIONS. The Recipient shall comply with the applicable provisions of federal, state and local laws, rules and executive orders, including Iowa Code Chapter 216.6, to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material breach of this Agreement.

18. INDEMNIFICATION. The Recipient agrees to be responsible, for any and all claims for wrongful death, personal injury or property damage arising from activities under this Agreement and resulting directly from the negligence or wrongful acts or omissions of Recipient or its employees acting within the scope of their employment.
19. RIGHT TO REVIEW AND OBSERVE; ACCESS TO RECORDS. IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Recipient shall permit IEDA or its agents, within normal business hours and upon prior written notification to the Recipient, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Recipient relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Recipient shall deliver to IEDA or its agents said documentation or materials.
20. PUBLIC RECORDS; RECORDS RETENTION. All records submitted to IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Recipient relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.
21. AUDITS. Recipient who are local governments or non-profit entities that expend \$750,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable. A copy of the final audit report shall be submitted to IEDA if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by IEDA. If an audit report is not required to be submitted per the criteria above, the Recipient must provide written notification to IEDA that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by IEDA. The Recipient shall provide IEDA with a copy of any written audit findings or reports, whether in draft or final form, within 3 days following receipt by the Recipient. The requirements of this paragraph shall apply to the Recipient as well as any of its subcontractors or subrecipients.
22. SEVERABILITY OF AGREEMENT. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.
23. GOVERNING LAW. This Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.
24. FINAL AUTHORITY. The decision of the IEDA shall be binding on the Recipient. The IEDA shall have the final authority to assess whether the Recipient has complied with the terms of this Agreement.
25. COMPLIANCE WITH IOWA CODE CHAPTER 8F. If applicable, the Recipient shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any

compliance documentation, including but not limited to certifications, received from subcontractors by the Recipient shall be forwarded to IEDA.

26. LEGISLATIVE CHANGES. The Recipient expressly acknowledges that the Project is subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the Project, the Recipient shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Recipient of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.
27. THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement. This Agreement is intended only to benefit the State and the Recipient.
28. JOINT AND SEVERAL LIABILITY. If the Recipient is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.
29. WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Recipient, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.
30. CONFLICT OF INTEREST.
 - (a) The Recipient represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Recipient and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 12 of this Agreement, and the Recipient shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Recipient shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Recipient shall report any potential, real, or apparent conflict of interest to IEDA.
 - (b) Except for the use of Energy funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to Energy assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from an Energy assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

- (c) The conflict-of-interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving Energy funds.
31. IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY. The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.
 32. INSURANCE. The Recipient shall insure and keep insured with good and responsible insurance companies all insurable property owned by it which is of a character usually insured by Persons similarly situated and operating like properties against loss or damage from such hazards or risks as are insured by Persons similarly situated and operating like properties; and the Recipient shall insure such other hazards and risks (including employers' and public liability risks) with good and responsible insurance companies as and to the extent usually insured by Persons similarly situated and conducting similar businesses. The Recipient will, upon request of the IEDA, furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Section.
 33. IMMUNITY FROM LIABILITY. Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Recipient's and/or its subrecipients' or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.
 34. COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable federal, state and local laws, federal regulations, state rules, local ordinances, and orders including all Federal laws and regulations described in regulatory requirements contained in 2 CFR Part 200 as amended by 2 CFR Part 910 as found in Department of Energy Guide To Financial Assistance Effective Date November 8, 2023; 10 CFR part 600; 2 CFR part 910; 2 CFR Part 180; and applicable program rules.
 35. PROGRAM INCOME. All program income, as defined in 2 CFR part 200; subpart E; and 2 CFR Part 200.307; 10 CFR 600; shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the Energy Application. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.
 36. INTEREST EARNED. To the extent that interest is earned on advances of Energy funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.
 37. SUSPENSION. When the Recipient has failed to comply with the Agreement, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Agreement and withhold future payments, or prohibit the Recipient from incurring additional obligations of Energy funds. Suspension may continue until the Recipient completes the corrective action as

required by the Authority. The Authority may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of DOE regulations issued pursuant to OMB 2 CFR part 200, subpart E; 2 CFR Part 910; 10 CFR Part 600; Department of Energy Guide To Financial Assistance Effective Date November 8, 2023; and 2 CFR Part 180, as applicable.

38. ENFORCEMENT EXPENSES. The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Agreement.
39. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS. Energy funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement ineligible status under the provisions of 2 CFR Part 180 or any applicable law or regulation of the Department of Labor.
40. CIVIL RIGHTS.
 - (a) NONDISCRIMINATION POLICIES. The Recipient shall comply with the applicable provisions of national policies as implemented by DOE Regulation as found in 10 CFR Parts 1040, 1041, and 1042; Department of Health and Human Services regulations at 45 CFR part 90; Department of Justice regulations at 28 CFR part 41; Department of Housing and Urban Development 24 CFR PART 100—Discriminatory Conduct Under the Fair Housing Act; and Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.). In addition, the Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and DOE regulations issued pursuant thereto contained in 10 CFR Part 1040 and 10 CFR Part 1042. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program, activity, or Project.
 - (b) DISCRIMINATION IN EMPLOYMENT. The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications,

and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

- (c) CONSIDERATION FOR EMPLOYMENT. The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.
- (d) SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings through Iowa Workforce Development's job search website, currently known as IowaWORKS.
- (e) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.) including section 602 of the civil rights act of 1964; the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.
- (f) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON 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 awarding any Federal contract, making any Federal grant, making any Federal loan, entering into 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.

- (iv) 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 and as implemented by DOE at 10 CFR part 601. 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.
- (v) If the Recipient is a nonprofit organization described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), it may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., Chapter 26). If DOE or IEDA determines the Recipient has engaged in lobbying activities, IEDA will cease all payments to Recipient under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions. By signing this agreement and accepting funds, the Recipient assures that it is not an organization described in section 501(c)(4) that has engaged in any lobbying activities described in the Lobbying Disclosure Act of 1995 (2 U.S.C. 1611).
- (vi) Officials not to benefit. Recipient must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.
- (g) THE ARCHITECTURAL BARRIERS ACT OF 1968. (42 U.S.C. § 4151 et seq.) Recipients must ensure that all persons have ready access to, and use, of buildings regardless of disability in the design, construction or alteration of buildings and facilities financed with Federal funds.
- (h) TITLE IX OF THE EDUCATION AMENDMENTS OF 1972. (20 USC 1681-1686) Subject to certain exceptions regarding admission policies at certain religious and military organizations, Title IX of the Education Amendments of 1972 (20 USC §1681-1686) prohibits the exclusion of persons on the basis of sex from any education program or activity receiving Federal financial assistance. All DOE recipients and subrecipients must comply with Title IX. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.).
- (i) NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.
- (j) INCLUSION IN SUBCONTRACTS. The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the

event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

41. DAVIS-BACON ACT. The Recipient shall comply with all applicable federal, state and local laws, federal regulations, state rules, local ordinances, and orders. The Recipient declares that it has complied with all requirements related to Davis-Bacon wage rates as described in Exhibit B.
42. ENVIRONMENTAL POLICIES. Environmental policy requires the recipient, as applicable, to protect the environment and human interaction with land, air, water or contact with certain substances. The following sections discuss the application of each of these policies:
 - (a) The Clean Air Act (42 U.S.C. §7401, et. seq.) and Clean Water Act (33 U.S.C. §1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR Part 32, Subpart J, are concerned with protecting and enhancing the quality of the Nation's air resources so as to promote the public health and welfare and the productive capacity of its population and encouraging and promoting pollution prevention.
 - (b) Recipients must protect the quality of the human environment, including wetlands, and provide any help DOE may need to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et. seq) and as implemented by DOE at 10 CFR Part 1021 and assist in preparing Environmental Impact Statements or other environmental documentation.
 - (c) Recipients must manage impacts on the following:
 - (i) Flood-prone areas, and comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001 et. Seq) and as implemented by DOE at 10 CFR Part 1022.
 - (ii) Land and water resources of coastal zones, and comply with the Coastal Zone Management Act of 1972 (16 U.S.C. §1451, et. seq.).
 - (iii) Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and comply with the Coastal Barriers Resource Act (16 U.S.C. § 3501 et. seq.), concerning preservation of barrier resources.
 - (iv) Any existing or proposed component of the National Wild and Scenic Rivers system, and comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.).
 - (v) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and comply with the Safe Drinking Water Act (42 U.S.C. § 300h-3).
 - (d) Recipients must comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), as implemented by the Department of Housing and Urban Development (24 CFR part 35). The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal

assistance.

- (e) Recipients must comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6962), and implementing regulations of the Environmental Protection Agency (40 CFR Part 247) which require the purchase of recycled products by States or political subdivision of States.

43. PROTECTION OF HUMAN SUBJECTS AND ANIMALS IN RESEARCH (as applicable).

- (a) Humans. The recipient is responsible for the protection of the rights and welfare of human subjects involved in activities supported by DOE. All research involving human subjects is subject to the requirements of DOE Policy 443.1A, Protection of Human Subjects; 10 CFR 745, Protection of Human Subjects; and 45 CFR Part 46, Protection of Human Subjects. Information is available at <http://humansubjects.energy.gov>.
- (b) Animals. The recipient is responsible for the humane care and treatment of any animal used or intended for use in such activities as field or laboratory research, development, training, experiments, biological testing or for related purposes supported by DOE grants. Several Acts cover the treatment of animals in research including; the Animal Welfare Act (7 U.S.C. § 2131 et seq.) and the regulations promulgated there under by the Secretary of Agriculture (9 CFR 1.1-4.11) pertaining to the humane care, handling, and treatment of vertebrate animals held or used for research, teaching or other activities supported by Federal awards and the Endangered Species Act of 1973 and implementing regulations of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227).

44. DRUG-FREE WORKPLACE. The Recipient must comply with drug-free workplace requirements in Subpart B of 10 CFR part 607, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

45. BUY AMERICAN. The Recipient shall comply with all applicable federal, state and local laws, federal regulations, state rules, local ordinances, and orders. The Recipient declares that it has complied with all requirements related to Buy American provisions as described in Exhibit B.

46. POLITICAL ACTIVITY. No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

47. ADDITIONAL REQUIREMENTS AND CONDITIONS:

- (a) Native American Graves Protection and Repatriation. If the Recipient controls or possesses Native American remains and associated funerary objects, Recipient must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. chapter 32).

- (b) Fly America Act. The Recipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the "Fly America Act," and implementing regulations at 41 CFR 301-10.131 through 301-10.143.
- (c) Use of United States-flag vessels. Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.
- (d) Research misconduct. The Recipient must comply with the government-wide policy on research misconduct issued by the Office of Science and Technology Policy (available in the Federal Register at 65 FR 76260, December 6, 2000, as implemented by DOE at 10 CFR part 733 and 10 CFR 600.31.
- (e) Requirements for an Institution of Higher Education Concerning Military recruiters and Reserve Officers Training Corps (ROTC). If the Recipient receives funds from an award by the National Nuclear Security Administration of the Department of Energy, the Recipient agrees that the Recipient is not an institution of higher education that has a policy or practice placing any of the restrictions specified in 10 U.S.C. 983. as implemented by 32 CFR part 216.
- (f) Historic Preservation Requirements. Construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing IEDA with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties", and Executive Order 11593. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award is subject to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470f) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).
- (g) Confidentiality of patient records. If applicable the Recipient must keep confidential any records the Recipient maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.
- (h) Constitution Day. If applicable the Recipient must comply with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in a Federal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.
- (i) Trafficking in Persons. Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).
 - i. Provisions applicable to a Recipient that is a private entity. The Recipient, its employees, contractors, and subrecipients under this award, and subrecipients' employees may not: i. engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii. procure a commercial sex act

during the period of time that the award is in effect; or iii. use forced labor in the performance of the award or subawards under the award. DOE or IEDA may unilaterally terminate this award, without penalty, if the Recipient or a subrecipient that is a private entity: i. is determined to have violated a prohibition in a previous paragraph or ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in a previous paragraph through conduct that is either: i. associated with performance under this award; or ii. imputed to Recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOE or IEDA at 2 CFR part 901.

- ii. Provision applicable to a recipient other than a private entity. The DOE or IEDA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: i. is determined to have violated a prohibition in a previous paragraph or ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in a previous paragraph through conduct that is either: i. associated with performance under this award; or ii. imputed to Recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOE or IEDA at 2 CFR part 901.
- iii. Provisions applicable to any recipient: 1. The Recipient must inform IEDA immediately of any information it receives from any source alleging a violation of Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g). (a) Native American Graves Protection and Repatriation. If the Recipient controls or possesses Native American remains and associated funerary objects, Recipient must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. chapter 32).

- 48. FEDERAL GOVERNMENT RIGHTS. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.
- 49. INTELLECTUAL PROPERTY PROVISIONS. Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).
- 50. FLOWDOWN PROVISIONS TO SUBRECIPIENTS, SUBGRANTEES, AND CONTRACTORS. The terms and conditions of Federal awards (including this part) flow down to subawards to subrecipients, subgrantees, and contractors unless a particular section of this part or the

terms and conditions of the Federal award specifically indicate otherwise.

51. HEADINGS OR CAPTIONS. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
52. INTEGRATION. This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.
53. DOCUMENTS INCORPORATED BY REFERENCE. The following documents are hereby incorporated by reference:
 - (a) Exhibit A – Scope of Services and Budget
 - (b) Exhibit B - DOE Special Terms and Conditions, DE-SE0000197
54. ORDER OF PRIORITY. In the event of a conflict between documents, the follow order or priority shall be applied:
 - (a) Exhibit B - DOE Special Terms and Conditions, DE-SE0000197
 - (b) Articles 1-54 of this Grant Agreement.
 - (c) Exhibit A- Scope of Services and Budget

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, effective as of the **June 1, 2024.**

FOR RECIPIENT:

Signature

Title

Date

FOR IEDA:

Deborah Durham, Director

Date

Exhibit A

Scope of Services and Budget

Scope of Services

Deliverables

The project includes the following deliverables:

The project will replace the four 1983 200HP blowers at the Wastewater Treatment Plant (WWTP) with new 75HP energy-efficient blowers with variable frequency drives designed to operate more efficiently in the treatment process. Additionally, the project will replace the existing DO sensors with new technology to provide instantaneous feedback to the blowers for more efficient control. Finally, minor blower piping improvements will be made to increase energy efficiency in the system.

Budget

Line Item	Cost
Project activity	Up to \$282,000
Project administration	Up to \$18,000
Total Contract Award	Up to \$300,000

Exhibit B – Special Terms and Conditions

Bipartisan Infrastructure Law (BIL)

Special Terms and Conditions

Iowa Economic Development Authority (“Recipient”), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs (“SCEP”), and Energy Efficiency and Conservation Block Grant Program (“EECBG”), an office within the United States Department of Energy (“DOE”), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Exhibit A to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure

Investment and Jobs Act (EECBG Formula - IJIA) which are awarded to non-tribal recipients proposing projects with potential ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.

2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact their DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at <https://www.energy.gov/node/812599>.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.
8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at <https://www.page.energy.gov/default.aspx>.
9. Recipients are required to submit quarterly reports in the form of a NEPA Log. Sample NEPA Logs can be found at: www.energy.gov/node/4816816. NEPA Logs must be submitted to EECBG.NEPA@ee.doe.gov and your DOE Project Officer.

10. Most activities listed under “Blueprints and additional activities” within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the “Blueprints and additional activities” must be followed.
11. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* “This material is based upon work supported by the U.S. Department of Energy’s Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE- SE0000197.”

- *Full Legal Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Abridged Legal Disclaimer: “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits**A. Government-Initiated Audits**

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to

the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs

paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit.

Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Indirect Costs

A. Indirect Cost Allocation:

The Recipient has a Federally approved provisional Negotiated Indirect Cost Rate Agreement (NICRA) with a current effective period identified for billing and estimation purposes and it applies uniformly across all Federal awards. These costs shall be reconciled or trued up (actual incurred costs) on an annual basis with the Recipient's cognizant agency. An updated rate proposal or NICRA is required if the Recipient requests to bill the DOE higher billing rates than those listed in the current NICRA.

B. Fringe Cost Allocation:

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect

labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

C. Subrecipient Indirect Costs (If Applicable):

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates.

Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Annual Cost Reconciliation

In accordance with Appendices III-VII of 2 CFR Part 200 or 48 CFR Part 42.7, governing for-profit organizations, the indirect cost billing rates shall be reconciled or trued up (actual incurred costs) on an annual basis via the annual incurred cost proposal within six months after the Recipient's fiscal year end.

iii. Adjustments to Indirect Cost Billing Rates

Following an official audit or adequacy review of the incurred cost proposal, one of the following shall apply:

1. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that Recipient invoiced at higher billing rates than actually incurred, the Recipient must refund the Government the over- recovered amounts.
2. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that the Recipient invoiced at lower billing rates than actually incurred, the Recipient may not be reimbursed for increases in its indirect cost rate, which resulted in an under-recovery. Increased indirect cost billing rates cannot be retroactively applied to the DOE award.

iv. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 29. Payment Procedures**A. Method of Payment**

Payment will be made by advances through the Department of Treasury's ASAP system.

B. Requesting Advances

Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

The DOE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of

contracts, vendor quotes, and other expenditure explanations that justify the payment requests.

Term 30. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 32. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).

- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 - 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 - 2. A foreign public entity.
 - 3. A domestic or foreign nonprofit organization.
 - 4. A domestic or foreign for-profit organization.
 - 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 - 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 - 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 - 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
 - 1. Receives a subaward from the Recipient under this Award; and
 - 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 33. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement

representative of a Federal department or agency authorized to receive such information.

- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
- i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.¹
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

¹ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 36. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and

payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 - 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy.

Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and

- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL.

Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as

part of a Department of Labor investigation.

- (7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
- (9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Term 45. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or
- (C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient

cost share breakdowns;

- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide² should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 47. Potentially Duplicative Funding Notice

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

² See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rtc.jsp>

Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 49. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported.

Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

Staff Summary

05/20/2024

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: Keri Navratil City Manager

SUBJECT: **Storm Lake United Presentation**

BACKGROUND: Storm Lake United requested time to present information to the City Council

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

ATTACHMENTS:

Staff Summary

05/20/2024

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:

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS: