

**CITY OF STORM LAKE
REGULAR COUNCIL SESSION MEETING,
CITY HALL
COUNCIL CHAMBERS
JANUARY 15, 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. [Storm Lake PD City Code Enforcement Summary](#)
- E. **Unfinished Business**
- F. **New Business**
 - 1. [Iowa Lakes Corridor Membership Dues Request](#)
 - 2. [Ordinance No. 03-O-2023-2024 Amending the City Code of the City of Storm Lake, Iowa, Title III, Public Health and Sanitation, By Adding Article 14, For the Purpose of Protecting the Public Water Supply by Controlling Backflow from Cross-Connections - 1st Reading](#)
 - 3. [Resolution No. 24-R-2023-2024 To Set a Date for a Public Hearing for Plans, Specifications, Form of Contract, Engineer's Estimate of Cost and Set a Date for Bid Letting for Water Tower No. 5.](#)
 - 4. [Motion to Approve Proposal from Woodruff Construction for WWTP UV Disinfection Building Project.](#)

5. [Resolution No. 25-R-2023-2024 to Adopt the City of Storm Lake 2023 Strategic Plan](#)
6. [City Council Requested Items / City Council Updates](#)
7. **Motion To Recess For The Drainage District Trustees Meeting**

Reconvene after Drainage District Trustees Meeting Adjournment

8. [Fiscal Year 2025-2029 Proposed Capital Improvement Plan Work Session](#)
 9. [Motion Setting Public Hearing for Fiscal Year 2025-2029 Proposed Capital Improvement Plan](#)
- 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.*

Find us on Facebook <https://www.facebook.com/cityofstormlake> Follow us on Twitter [@Storm_Lake](#)
Find us on the Web at <http://www.stormlake.org>

Staff Summary

01/15/2024

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 January 2, 2024 City Council Minutes
- Approve New Liquor License For Restaurante y Pupuseria La Original
- Approve Buy Local Information
- Approve Storm Lake Police Department City Code Enforcement Update

FISCAL IMPACT: City Will Pay The Following Expenditures:

- List of Bills: \$1,756,281.50
- King's Pointe & Sunrise Pointe Golf Course Bills: \$147,958.95

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

[1/15/2024 City Claims Expense Report.pdf](#)

[1/15/2024 King's Pointe Claims 12.28.2023 to 1.10.2024.xlsx](#)

[01/02/2024 City Council Minutes.docx](#)

[Restaurante y Pupuseria La Original Liquor Application 2024.pdf](#)

Storm Lake, IA

Payment Date Range: 01/05/2024 - 01/17/2024



Vendor Name	Vendor Number	Payable Description	Total Payments
BVC			
Buena Vista County Solid Waste	001035	Recycling	77.48
Control System Specialists, LLC	001013	Filters	248.80
Mike's Electronics Inc	001196	South Gate Repairs	802.50
Power Solutions, Inc	001465	Alarm Monitoring Service	960.00
		BVC Total:	2,088.78
Contract/Agreement			
Bolton & Menk, Inc	001024	Design & Bidding Services	105,523.70
Fischer Bros, LLC	002308	Pay #4 of Water Park Repairs 2023	153,265.64
Grell Roofing, LLC	001923	Pay #2 of KP Roof Replacement	22,325.00
Midwestern Mechanical of Iowa, Inc	001819	Pay #3 of KP HVAC Replacement	336,477.89
Mongan Painting LLC	002413	Pay #3 of Resort Painting Services	287,218.79
SCE, LLC	001344	Irving Street Watermain	116,789.92
Voltmer, Inc	002303	Pay #1 of Runway 17/35 Lighting	26,992.68
Woodruff Construction, Inc	002132	Pay #3 of KP Updates	139,371.43
		Contract/Agreement Total:	1,187,965.05
Local			
Alliant Energy	001173	Gas Services	7,912.42
Arnold Motor Supply, LLP	001007	Supplies	354.40
Buena Vista County Public Health & Hom	001511	2023 Flu Vaccines	1,075.00
Buena Vista Regional Medical Center	001124	1/5/2024 ID Nametags	15.00
Central Bank	001025	Services	2,240.55
Culligan Water Storm Lake	001071	Water Supplies	52.50
Edwards Storm Lake	001114	Headlight Replacement	1,469.48
Graffix Inc	001187	Uniforms	2,182.75
Iowa Office Supply Inc	001037	Office Supplies	11.98
Jim Bartholomew	001069	January 2024 Airport Contract	6,136.21
Keenan Plbg, Htg & Air Conditioning	001886	Office Furnace Call	75.00
Lake Animal Hospital	001029	Bd & Disp Dogs / Ozzy Check-Up	140.40
Larson Oil & Distributing Co, Inc	001178	Propane	757.55
Long Lines	001077	Fax Line & Emergency Line Service	1,372.58
Melanders TV & Appliances	001673	Dryer	649.99
Michael P. Reinert	001079	Torch Supplies	89.41
North Lake Truck Repair	001177	Cables & Lights	234.69
Plumbing & Heating Wholesale, Inc	001126	Supplies	40.64
Qwest Corporation	001070	Phone Service	76.05
Rebnord Technologies, Inc	001091	IT Service Agreement	6,223.96
Reding's Gravel & Excavating Co., Inc	001132	Rock	286.39
Rent-All, Inc	001210	Trencher Rental	85.00
Stanton Electric, Inc	001264	Office Light Replacements	4,353.26
Storm Lake Ace Hardware	001216	Supplies	1,791.15
The Bridge of Storm Lake	002036	Supplies	60.34
The Storm Lake Times	001214	Publications	968.14
Verizon Wireless Services LLC	001075	Cell Phone Service	3,617.62
Visual Edge Inc	001063	Copier Maintenance Agreement	350.51
Wiese Plumbing & Heating, Inc	001302	Urinal Repairs	527.33
		Local Total:	43,150.30
Non-Local			
Ahlrs & Cooney, P.C.	001023	General Legal Services	4,552.40
Beck Engineering, Inc	002005	DD Engineering Services	187.50
Bend Mailing Services, LLC	002013	Bill Printing Services	3,088.21

Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Boji Portable Toilets Inc	001133	Portable Toilet Rental	400.00
Brew Oil, LLC	002290	12/31/23 Fuel #33	85.36
Brodart Co.	001009	Books	27.54
Central Iowa Distributing, Inc	001026	Cleaning Supplies	688.50
Core & Main LP	002000	Testing Supplies	933.40
Crown Awards	002274	Promo Supplies	160.18
Dale Vitito	001061	Uniform- Chase	1,776.09
Eastern Aviation Fuels, Inc	001030	Jet Fuel	21,149.58
Ed M. Feld Equipment Company, Inc	001031	Battery	2,927.81
Electric Pump Inc	001032	Flygt Pump Repairs	5,304.00
Erik E Mosbe	001318	Clutch Kit	284.90
Flowpoint Environmental Systems, Inc	002419	Annual Bulk Water Salesman Subscription	1,188.00
Foundation Analytical Laboratory, Inc	001100	Testing Services	2,312.25
General Traffic Controls, Inc	001128	Flint & Russell Light Repairs	565.00
Guardian Alliance Technologies, Inc	002243	Background Checks	164.00
Imagine the Possibilities, Inc	001883	Janitorial Services	800.00
Ingram Library Services, Inc	001268	Books	472.25
International Code Council	001519	Code Books	156.00
Karl Chevrolet, Inc	001505	P-6 Outfitting	17,144.97
Kasperbauer Cleaners, Inc	002435	Entrance Mat Services	138.06
Language Line Services, Inc	001624	Interpretation Services	146.66
Laurens House of Print Ltd	002161	Water Books	915.76
Linde Inc	001111	Carbon Dioxide	2,411.98
Med-Tech Resources, Inc	001278	Gloves	86.98
Midwest Tape, LLC	001275	DVDs	48.73
Mississippi Lime Company	001095	Lime	18,571.79
MRA Custom Applications, LLC	001553	Lime Hauling Services	13,226.09
Municipal Supply, Inc	001391	Smart Points	9,509.38
R & R Products, Inc	001299	Bracket, Mount & Supplies	370.50
Restaurant Equippers, Inc	002433	Refrigerator Door	1,349.00
Salus LLC	001006	December 2023 Memberships	20.00
Schumacher Elevator Company	001200	Elevator Maintenance	238.78
Sioux City Mercy Medical Clinic	002167	8/29/2023 Eliwise Service	41.77
Stanard & Associates, Inc	001753	Testing Supplies	77.50
State Industrial Products Corporation	002309	WW Programming	4,082.48
Taylor's Tins LLC	002348	Tins	226.00
Tometich Engineering, Inc	002187	Engineering Services- Building	4,695.00
Toyne, Inc	001277	Supplies	33.87
Trinity Regional Medical Center - Fort Do	002330	Physical- Phelps	764.60
Tyler Technologies, Inc	001084	Utility Billing Notification Services	38.60
Underground Location Company	001194	Locate Services	113.60
UPS	001121	Shipping	12.33
Van-Wall Equipment, Inc	001362	Supplies	667.92
Ziegler, Inc	001097	Generator Maintenance Agreement	55,690.65
Non-Local Total:			177,845.97
Payroll/Refunds			
Beth Ann Dawson McPherran	001434	December 2023 Homebound Deliveries	6.55
Custodian of Petty Cash	001272	December 2023 Postage	132.00
Custodian of Petty Cash- Jean Cashman	001470	Postage	6.15
Friends of the Library	001758	December 2023 CC Sales	1.00
Kathryn J McKinley	002248	December 2023 Homebound Deliveries	7.86
TrueNorth Companies	001402	VFF Group AD&D	305.90
Payroll/Refunds Total:			459.46
Grand Total:			1,411,509.56

King's Pointe Resort

Claims Publication

From 12/28/2023 to 1/10/2024

Vendor	Description	Amount
360 Custom Designs, LLC	Services	\$ 1,073.00
Alliant Energy	Utilities	\$ 553.62
Amazon Capital Services, Inc	Services	\$ 307.98
Authnet Gateway	Services	\$ 25.00
Cintas Corporation	Supplies	\$ 2,067.28
City of Storm Lake	Utilities	\$ 3,139.79
Consolidated Hospitality	Services	\$ 469.51
Doll Distribution	Beverages	\$ 579.30
ECOLAB	Supplies	\$ 219.76
Fintech	Services	\$ 61.27
Hermel Wholesale	Food	\$ 331.52
HyVee	Beverages	\$ 820.77
Iowa Dept of Revenue	Taxes	\$ 30,628.73
Johnson Brothers	Beverages	\$ 361.65
Loews Carpet One	Supplies	\$ 18.44
M3 Accounting Services Inc.	Services	\$ 835.00
Marcus Lumber Co	Supplies	\$ 483.42
Martin Brothers	Food	\$ 9,256.64
Mood Media LLC	Services	\$ 125.17
Pepsi Beverages Co	Beverages	\$ 206.42
Plumbing and Heating Wholesale, Inc.	Supplies	\$ 246.17
Shift 4	Services	\$ 11,593.37
Storm Lake Ace Hardware	Supplies	\$ 67.95
Sysco Iowa, Inc.	Food	\$ 3,228.88
Verde Outdoor Media LLC	Services	\$ 3,700.00
W-O Payroll 1/4	Payroll	\$ 77,558.31
		<u>\$ 147,958.95</u>

CITY OF STORM LAKE REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS, JANUARY 2, 2024, 5:00 PM

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

Also Present: City Manager Keri Navratil, Assistant City Manager David Derragon, Police Chief Chris Cole, Fire Chief Glenn Schlessner, Building and Code Compliance Director Scott Olesen, Library Director Elizabeth Huff, Development Services Specialist Lee Dutfield, Communications Coordinator Dana Larsen, Public Services Supervisor Scott Bonebrake, Assistant Public Services Supervisor Brandon Ripke, Finance Director Brian Oakleaf, Staff Accountant Tyler Gibbins, Program Manager/Sunrise Campground Manager Kim Woltman, and City Clerk Mayra Martinez.

Media Present: Ryan Thompson with KAYL Radio; Amber Mohmand with Storm Lake Pilot Times.

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

Pledge of Allegiance

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

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

Hear the Public – None at this time. Mayor Porsch handed out certificates to the newly elected City Council members Maria Ramos, Kevin McKinney, and Meg McKeon.

Consent Agenda - Moved by Council Member Martinez to approve List of Bills Check #'s 80846 through 80894, EFT #'s 1284, 4841 through 4876, DFT #'s 2090 through 2101, King's Pointe & Sunrise Pointe Disbursements, approve December 18, 2023, City Council minutes, approve application for Garbage Permit for SGS, LLC dba Carroll Refuse Service, approve appointment of Mayra A. Martinez as City Clerk and Ahler & Cooney Law Firms as City Attorney, approve lease agreement for Memorial Ballfield with St. Mary's School, approve Buy Local Information, approve Storm Lake Police Department City Code Enforcement Update. Seconded by Council Member McKeon. Vote: All ayes with Council Member Ramos absent. Motion carried.

Unfinished Business – None at this time.

New Business

Mayor Pro-Tem - Moved by Council Member McKinney to appoint City Council member Matt Ricklefs as Mayor Pro-Tem. Seconded by Council Member Martinez. Vote: All ayes with Council Member Ramos absent. Motion carried.

Code of Ethics - Moved by Council Member McKeon to adopt Resolution No. 22-R-2023-2024 adopting Code of Ethics for the City Council. Seconded by Council Member Ricklefs. Roll call vote: All ayes with Council Member Ramos absent. Motion carried.

RESOLUTION NO. 22-R-2023-2024

RESOLUTION TO ADOPT A CODE OF ETHICS FOR MEMBERS OF THE STORM LAKE, IOWA CITY COUNCIL

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

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

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

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

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

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

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

PASSED AND APPROVED this 2nd day of January 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

2023 Annual Tourism Report - Moved by Council Member Ricklefs to approve the City of Storm Lake 2023 Annual Tourism Report. Seconded by Council Member Martinez. Vote: All ayes with Council Member Ramos absent. Motion carried.

2024 Memorial Road Street & Utilities Improvements Project - Moved by Council Member McKeon to approve setting the date of Monday, February 5, 2024, at 5:00 pm in City Council Chambers for a public hearing for the 2024 Memorial Road Street and utilities improvements project plans, specifications, and form of contract. Seconded by Council Member Martinez. Vote: All ayes with Council Member Ramos absent. Motion carried.

Sunrise Campground Fees - Moved by Council Member McKinney to adopt Resolution No. 23-R-2023-2024 with the discussed changes of adding a late check out fee of \$10.00 per hour with no cap on the late checkout fee for the Sunrise Campground. Seconded by Council Member Ricklefs. Vote: All ayes with Council Member Ramos absent. Motion carried.

RESOLUTION NO. 23-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 January 2, 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)	
Long Term Stay Rate	
— Limited to Long Term Stay slots which include Water, Sewer, Electric	
— Minimum 30 day stay paid in advance — 10% off	
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
New Member- First Year Single Season Pass	\$150.00
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	\$10.00
(sold in advance with minimum quantity of 50)	
Weekday 9 Holes	\$15.00
Weekday 18 Holes	\$20.00
Weekend 9 Holes	\$20.00
Weekend 18 Holes	\$25.00
Cart Rental 9 Holes	\$15.00
Cart Rental 18 Holes	\$25.00
Yearly Cart Rental	\$325.00
Hall Rental	\$250.00
Hall Rental - Friday Setup Fee	\$100.00
(Valid only after 5:00 pm Friday with following Sat. rental)	
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.	
*Cancelations 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	
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	\$275.00	
(up to 5 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		
Single Season Pass (children and adults)	\$150.00	
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	
Swim Lessons	\$40.00	
Lap Swimming (per time)	\$4.00	
Lap Swimming Punch Card (10-times)	\$30.00	

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

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
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	

PASSED AND APPROVED this 2nd day of January, 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Work Session - Fiscal Year 2025-2029 Proposed CIP for the General Fund – City Staff and Council reviewed the individual departments Capital Improvement Plans which included Economic Development, Public Services, Administration, Building, Library, Police Department, and Fire Department.

City Manager Navratil mentioned future meeting plans and that the council will have the opportunity to comment on the general fund again for any changes, additions, or subtractions to this proposed CIP.

City Council Requested Items / City Council Updates – Council Member Martinez requested a discussion regarding the city sign ordinance and the brightness of electronic signs. Another discussion will be over the entrance sign to the city.

Mayor Porsch announced that Clarence Krepps had passed away. Clarence was the City Administrator from 1978 to 1996.

Adjourn - Moved by Council Member Ricklefs to adjourn at 7:32 pm. Seconded by Council Member McKinney. Vote: All ayes with Council Member Ramos absent. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Abel Ek Chan

NAME OF BUSINESS(DBA)

Restaurante y Pupuseria La Original

BUSINESS

(712) 749-9928

ADDRESS OF PREMISES

624 West Milwaukee Avenue

PREMISES SUITE/APT NUMBER

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

624 West Milwaukee Avenue

CITY

Storm Lake

STATE

Iowa

ZIP

50588

Contact Person

NAME

Ysmerai Ek

PHONE

(712) 730-5546

EMAIL

ysmeraiek@yahoo.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Class C Retail Alcohol License

12 Month

In Progress

TENTATIVE EFFECTIVE DATE

Dec 11, 2023

TENTATIVE EXPIRATION DATE

Dec 10, 2024

LAST DAY OF BUSINESS

SUB-PERMITTS

Class C Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Abel Ek	Storm Lake	Iowa	50588	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Staff Summary

01/15/2024

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

\$2,088.78

Contract/Agreement	\$1,187,965.05
Local	\$43,150.30
Non-Local	\$177,845.97
Payroll/UB Refunds/Pyrl Tax & Ins	<u>\$345,231.40</u>
TOTAL EXPENSES:	\$1,756,281.50

RECOMMENDATION: Approve Buy Local Information

ATTACHMENTS:

[1/15/2024 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	8,573,638.49	8,573,638.49	212,709.99	0.00	212,709.99	8,360,928.50
OP1.126252	Comprehansive Plan & Zoning Code U...	125,880.00	0.00	125,824.50	0.00	125,824.50	55.50
OT5.128791	Runway 17/35 Lighting Replacement	410,741.68	410,741.68	69,810.19	26,992.68	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	113,000.00	103,650.00	0.00	103,650.00	9,350.00
22-26698	Storm Lake WTP- Well No. 21	1,769,929.00	1,769,929.00	725,325.84	0.00	725,325.84	1,044,603.16
22-26815	W 6th Street Utilities Extension	314,241.49	0.00	316,920.08	0.00	316,920.08	-2,678.59
22-27926	Storm Lake WTP- Well #22	149,200.00	149,200.00	63,402.50	0.00	63,402.50	85,797.50
23-29446	WWTP UV Disinfection Building	25,300.00	25,300.00	21,895.00	0.00	21,895.00	3,405.00
23-29447	College & 3rd St Lift Station Replacem...	185,000.00	185,000.00	51,240.00	0.00	51,240.00	133,760.00
HTG322020	T-Mobile Hometown Grant Q-3-22	0.00	0.00	39,814.00	0.00	39,814.00	-39,814.00
IA0091	SL Elevated Water Storage- Tower #5	760,100.15	760,100.15	467,245.17	0.00	467,245.17	292,854.98
New	Lead Service Line Replacement Prelim...	15,500.00	0.00	0.00	0.00	0.00	15,500.00
New1	King's Pointe Remodel/Refresh	419,800.00	419,800.00	166,040.43	60,996.43	227,036.86	192,763.14
New3	Memorial Road Street & Utility Impro...	336,980.00	336,980.00	201,889.50	65,198.50	267,088.00	69,892.00
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...	4,661,065.85	0.00	4,794,137.40	28,516.20	4,822,653.60	-161,587.75
SP21122	SL Library CDBG- COVID (CV) Grant	634,285.27	0.00	634,285.27	0.00	634,285.27	0.00
Report Total:		24,506,923.82	12,968,683.32	13,998,845.64	181,703.81	14,180,549.45	10,326,374.37

Group Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	410,741.68	410,741.68	69,810.19	26,992.68	96,802.87	313,938.81
ARPA Project	760,100.15	760,100.15	467,245.17	0.00	467,245.17	292,854.98
Building Resilient Infrastructure and C...	8,573,638.49	8,573,638.49	212,709.99	0.00	212,709.99	8,360,928.50
Economic Development	778,115.49	337,994.00	767,491.70	0.00	767,491.70	10,623.79
King's Pointe Resort Projects	419,800.00	419,800.00	166,040.43	60,996.43	227,036.86	192,763.14
Library Project	634,285.27	0.00	634,285.27	0.00	634,285.27	0.00
Sanitary Sewer Projects	2,743,620.00	210,300.00	2,627,735.96	0.00	2,627,735.96	115,884.04
Street Construction	7,698,587.58	336,980.00	7,683,456.43	93,714.70	7,777,171.13	-78,583.55
Water Project	2,488,035.16	1,919,129.00	1,370,070.50	0.00	1,370,070.50	1,117,964.66
Report Total:	24,506,923.82	12,968,683.32	13,998,845.64	181,703.81	14,180,549.45	10,326,374.37

Type Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	13,648,784.23	2,886,209.00	12,164,223.40	154,711.13	12,318,934.53	1,329,849.70

Staff Summary

01/15/2024

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: Chris Cole Police Chief
SUBJECT: Storm Lake PD City Code Enforcement Summary
BACKGROUND: 12/27/2023 to 01/09/2024

Accumulate Junk – 23

Accumulate Trash – 7

Junk Vehicle – 4

Bags of Leaves – 4

Parking restricted to hard surfaces – 3

Total: 41

Citations : 0

White Summons: 55

FISCAL IMPACT: None

RECOMMENDATION: None

ATTACHMENTS:

Staff Summary

01/15/2024

Agenda Item # F.1.



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: **Iowa Lakes Corridor Membership Dues Request**

BACKGROUND: President/CEO Curt Strouth will be present the 2024 membership dues for Council consideration during budget discussions.

FISCAL IMPACT: The membership fees will remain the same for Fiscal Year 2024-2025 in the amount of \$37,600.

RECOMMENDATION: N/A

ATTACHMENTS:
[Funding Request Letter 2024 - Storm Lake.pdf](#)



January 10, 2024

Mike Porsch, Mayor
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

Dear Mayor Porsch,

On behalf of the Iowa Lakes Corridor Development Corporation's Board of Directors and staff, I would first like to thank you for your commitment to our organization and your continued investment into the economic development initiatives in Buena Vista County and the 4-county region that our organization proudly serves. We understand that our efforts are only made possible by the generous annual commitments from our very valuable counties, cities, and business investors in our 4-county region, and we don't take that for granted.

We are now turning our attention to 2024 which is shaping up to be a very exciting year for our organization. Since taking over as the President/CEO of the organization in August last year, it has been a pleasure getting to know the many people and organizations who are invested in what we do. I am a true believer in collaboration, partnerships, and the theory that "rising tides raise all ships". It has been extremely refreshing to see that same mindset already in place throughout the region. It is this mindset that will set us apart as we move forward in promoting economic development in our region and a destination of choice for businesses and residents.

Last year (FY 23-24) the City of Storm Lake generously approved funding in the amount of \$37,600 to support the Iowa Lakes Corridor Development Corporation. We would humbly like to request funding in the same amount of \$37,600 for FY 24-25 to help support the initiatives of the Corridor.

We understand that you have many choices when deciding how best to allocate your annual contribution dollars. Our promise to you is that we will constantly strive to promote and support economic development in Storm Lake, as well as provide high-quality programs and services, for our region.

On behalf of the ILCDC Board of Directors, I want to thank you in advance for your consideration of investing in the ILCDC in 2024, and we look forward to a very successful year ahead. If you have any questions, please don't hesitate to contact me at the office by calling 712-264-3474.

A handwritten signature in dark ink, appearing to read "Curt Strouth", is positioned above the typed name.

Curt Strouth
President & CEO
Iowa Lakes Corridor Development Corporation

Staff Summary

01/15/2024

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: Matt Beckman Public Works Director

SUBJECT: **Ordinance No. 03-O-2023-2024 Amending the City Code of the City of Storm Lake, Iowa, Title III, Public Health and Sanitation, By Adding Article 14, For the Purpose of Protecting the Public Water Supply by Controlling Backflow from Cross-Connections - 1st Reading**

BACKGROUND: On April 24th and 25th 2023, the EPA conducted a Safe Drinking Water Act compliance inspection. During that inspection the City was cited with a deficiency for not having a Cross-Connection Control and Backflow Prevention Program.

The Iowa DNR, at the time of the EPA inspection, did not require any city under the population of 15,000 to have a mandatory Cross-Connection Control Program. The City currently enforces the State of Iowa adopted 2021 Uniform Plumbing Code which regulates the installation of water, sewer, plumbing equipment, and devices in commercial, residential, and industrial facilities. A part of these regulations requires backflow prevention and cross connection control for new installations for items such as lawn irrigation systems or fire suppression systems, among other items. The purpose of these regulations is to prevent the possibility of contaminated water from leaving a private structure and entering the City water mains.

A backflow of contaminated water into the City water main can occur when there is a drop in water pressure in the City water main caused by a water main break which creates a siphon effect. Another way contaminated water can enter the City water main is by a pressure differential caused by a booster pump which is installed in a private building. The pressure in the building can be higher than the City water main which will force water backwards. Both of these conditions are addressed by installing backflow prevention.

Although our adoption and enforcement of the Uniform Plumbing Code

addresses cross connection control and backflow prevention, it does not set up a program for monitoring annual inspections of backflow prevention devices and the inspection of existing commercial and industrial facilities for compliance with the current Code requirements for backflow prevention.

After our inspection with the EPA, Water Plant Operators and other City Staff worked on this Ordinance to address this requirement.

The new ordinance will provide the City with a more complete and streamlined program that follows the EPA guidelines and ensures safe drinking water for the residents and visitors of Storm Lake.

Along with this Ordinance the city would sign a software agreement with Aqua Resource. They would provide the city a platform to track all backflow data and they would send owners compliance notices yearly and inform of violations. The cost of this platform would be passed onto the owner through a \$10 fee to upload a passing test report.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve First Reading of Ordinance No. 03-O-2023-2024 Amending City Code for the purpose of Protecting the Public Water Supply by Controlling Backflow from Cross-Connections

First Reading	January 15, 2024
Second Reading	February 5, 2024
Third Reading	February 19, 2024

ATTACHMENTS:
[Ordinance No. 03-2023-2024 - Cross Connection Control Ordinance__02285566x7F7E1_.docx](#)
[Water Usage Inventory Internal Use.docx](#)
[AquaResource SaaS Agreement \(2\).pdf](#)

ORDINANCE NO. 03-O-2023-2024

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLE III, PUBLIC HEALTH AND SANITATION, BY ADDING ARTICLE 14, FOR THE PURPOSE OF PROTECTING THE PUBLIC WATER SUPPLY BY CONTROLLING BACKFLOW FROM CROSS-CONNECTIONS

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

Section 1. Title III, Public Health and Sanitation, of the City Code of the City of Storm Lake, Iowa, is hereby amended by adding a new Article 14, “Cross-Connection Control” as follows:

3-14-1. Definitions. Where terms, phrases and words are not defined, they shall have their ordinary accepted meanings within the context with which they are used. The following definitions shall be applicable to this Article:

Approved Backflow Prevention Assembly for Containment: An assembly that has been approved by the University of Southern California Foundation for Cross Connection Control and Hydraulic Research (USC) and meets AWWA standard C511-89 for Reduced Pressure Assemblies and ANSI/AWWA Standard C510-17(R21) for Double Check Assemblies.

Backflow: The undesirable reverse flow of used water contaminants or pollutants into the public drinking water supply as a result of a cross-connection. Backflow can occur through backpressure or backsiphonage.

Backpressure: Backflow caused by water pressure in a facility that is higher than the pressure of the public drinking water supply. This may be caused by pumps, boilers, gravity or other sources of pressure.

Backsiphonage: The reverse flow of used, contaminated, or polluted water from a plumbing fixture or device into the public drinking water due to reduced pressure. This can be caused by nearby firefighting, water main breaks or repairs.

Backflow Prevention Assembly Technician: a person registered with the State of Iowa Department of Public Health to test or repair backflow prevention assemblies and to report on the conditions of these assemblies.

Cross Connection: Any actual or potential connection or arrangement, physical or otherwise, between a potable water supply system and any plumbing fixture or tank, receptacle, equipment, or device, through which may make it possible for non-potable, used, unclean, polluted, contaminated water, or other substance, to enter any part of such potable water system under any condition.

Containment: Installation of an approved testable backflow prevention assembly on the water service line immediately following the meter or at the service entrance to the building.

Customer: The owner, operator or occupant of a building or a property or of a private water system, which has a water service from a public water system.

Degree of hazard: the rating of a cross connection or water service determined by the city designee that indicates the potential to cause contamination or pollution. Facilities rated as high hazard will be required to install an approved assembly for containment.

Double Check Valve Assembly: A backflow prevention assembly consisting of two independently acting, internally loaded check valves, four properly located test ports and two isolation valves.

High hazard : A high hazard cross-connection is a cross-connection which may alter the quality of the potable water by creating an actual hazard to the public health, through poisoning or through the spread of disease by sewage, industrial fluids, or Wastewater Service Entrance

Isolation: Installation of a backflow prevention assembly at the cross Connection on each piece of water-using equipment, such as a boiler, mortuary aspirator, lawn irrigation, chemical mixer/dispenser, post mix carbonator, etc.

Low Hazard: A low hazard cross-connection is a cross-connection which may alter the quality of potable water to a degree which does not create a hazard to the public health, but which does adversely and unreasonably affect the aesthetic qualities of such potable waters for domestic use.

Reduced Pressure Principle Assembly: A backflow prevention assembly consisting of two independently acting, internally loaded check valves, a differential pressure relief valve, four properly located test ports, and two isolation valves.

Thermal Expansion: The volumetric increase of water pressure due to heating resulting in increased pressure in a closed system.

3-14-2. Cross Connection Prohibited.

Cross Connections from any well or other source of water to any piping system connected to the City of Storm Lake's water distribution system are prohibited. It is the Customer's obligation to ensure all new and existing service lines meet the requirements of state, federal, and local ordinance, including all applicable plumbing codes.

3-14-3. Applicability.

All new and existing service lines are subject to the requirements of local and State of Iowa plumbing codes respecting backflow prevention and in addition are also subject to the specific requirements set forth in this code of ordinances.

3-14-4. Customer Responsibilities.

- (a) The Customer shall be responsible for ensuring that no Cross Connections exist within their premises starting at the water service entrance exist without City-approved backflow-protection installed.
- (b) The Customer shall prevent actual or potential pollutants and/or contaminants from entering the City of Storm Lake water distribution system by all means necessary to prevent backflow.
- (c) Where a Customer is served by two or more inter-connected services and/or fire lines connected to different distribution mains or different sections of distribution mains, the Customer shall install and maintain, at Customer's expense, on each service and/or fire line, an approved check valve according to the latest edition of the AWWA Standard C508. This check valve shall be installed in an access manhole and shall be located on private property just inside the property line. Even though the check valve is located on private property, City shall at all times have the right of access to it and the installation of such check valve shall be deemed to grant a license to the City for such access.
- (d) All water-using devices shall be designed to prevent backflow to the City's water distribution system.

- (e) Where harmful contaminants or pollutants are used with any device or process connected to the water system, the customer must install and maintain a USC Approved testable reduced pressure principle backflow prevention assembly at the water service entrance in accordance with these ordinances and any applicable plumbing code requirements.
- (f) All permanently installed underground irrigation systems shall contain an approved testable Backflow Prevention Assembly at the water service entrance designed to prevent backflow to the City's water distribution system. If lawn irrigation is the only Cross Connection within a premises, a reduced pressure principle assembly may be installed on the irrigation connection in lieu of installation at the meter. This will be categorized as containment for the purposes of enforcement.
- (g) All commercial, multi-tenant properties served by one water meter are deemed to have a potential for Cross Connections to non-potable or hazardous substances because the City does not have control of tenants changing in this type of facility.

3-14-5. New Water Service.

- (a) An Approved Backflow Prevention Assembly for Containment as defined in this ordinance shall be installed at the domestic water service entrance as a condition of service to all newly constructed or remodeled commercial buildings.
- (b) For the purposes of this ordinance, any upgrade to an existing service line is deemed a new service.
- (c) An Approved Backflow Prevention Assembly for Containment shall be installed at the water service entrance in any existing service where an actual or potential Cross Connection to non potable or hazardous substances exists, is created, or is identified by the City of Storm Lake Water Department.
- (d) The City may withhold approval of new water service to a new service line until all backflow protection requirements are met.

3-14-6. Existing Service Connections.

- (a) All customers whose premises are not classified as single-family residential by the Building Official shall be inspected by the City to determine the type of water usage and degree of hazard to the water system. Upon completion of the inspection, the City will determine if containment backflow protection is required.
- (b) Inspections under this ordinance may be performed by the Water Superintendent, Plumbing Inspector, or other designee.
- (c) The City may evaluate existing service connections using a Water Usage Inventory completed by the customer and/or physical inspection by the City to determine the type of water usage in the facility.
- (d) If a customer fails to timely and accurately complete a Water Usage Inventory, or fails to provide access upon request, a high hazard condition shall be deemed to exist and an approved backflow prevention assembly for containment must be installed at the water service entrance within 30 days or service will be terminated until such time as the required installation is complete.
- (e) If a high hazard is determined to exist, backflow prevention for containment is required and the installation of an approved reduced pressure zone backflow prevention assembly at the service entrance must be completed within 30 days of discovery of the high hazard

to avoid termination. This shall be ordered by written notice through U.S. mail, email or hand delivery. (the "Installation Notice").

- (f) The installation of a backflow prevention assembly for containment will be considered complete when a passing backflow test form is submitted using the method specified by the City and a confirmation inspection is completed by the City.
- (g) Thermal expansion must be addressed whenever a Containment Backflow Prevention Assembly is installed.
- (h) If the Customer fails to complete installation pursuant to an Installation Notice then the water service at the affected service line shall be terminated until such time as the required installation is complete and a passing backflow test form is submitted to the City.
- (i) The responsibility to comply with all of the requirements of this ordinance are solely the Customer's and not conditioned upon whether the City has notified the Customer that they have a high hazard cross-connection and that they shall install backflow-prevention assemblies for containment.

3-14-7. Testing.

- (a) The Customer shall cause each backflow prevention assembly installed in their facility to be tested annually by a backflow prevention assembly technician registered with the Iowa Department of Public Health.
- (b) Such test shall be due on an annual testing date for such premises specified by the City. ("Annual Backflow Test Date"). A report of each such annual test shall be submitted by the tester to the Customer and the City using the method specified by the City.
- (c) The required test report shall be past due if the test is not performed, and the report of a passing test received by the City of Storm Lake by the Annual Backflow Test Date.
- (d) Any failure to have backflow assemblies that are categorized as containment to be tested upon installation and annually and a report thereof to be received by the city of Storm Lake by the Annual Backflow Test Due Date may result in the termination of water service until a state registered backflow technician notifies the Water Superintendent of the scheduled test date.
- (e) The City may require or cause testing in addition to the annual testing at any time.

3-14-8. Private Wells.

Private wells and any piping served by a private well shall be physically disconnected from any plumbing pipes and fixtures that will be connected to the City of Storm Lake distribution system. If a well will be left in service, no well equipment or piping shall be allowed to remain in the building even if it is physically separated or isolated with a valve unless an approved reduced pressure zone backflow prevention assembly is installed at water service entrance.

3-14-9. Administration.

The backflow protection requirements of this ordinance shall be administered by the City of Storm Lake Water Treatment Superintendent and the City Manager.

3-14-10. Municipal Infraction

In addition to the other penalties provided herein, 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.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. SEVERABILITY CLAUSE. 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. WHEN EFFECTIVE. This ordinance shall be in full effect from and after its final passage, approval, and publication as provided by law.

Passed and approved by the City Council this ____ day of _____, 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Passed: _____

Signed: _____

Published: _____

Water Usage Inventory

Account Number _____

Property Address _____

1. Name of Business: _____

2. Type of Business: ☐ Contractor ☐ Manufacturing ☐ Residential ☐ Medical ☐ Dental
☐ Multi-tenant ☐ Retail ☐ Office Building ☐ Warehouse ☐ Mortuary
☐ Service/Repair ☐ Restaurant/Bar ☐ Other _____

List names of tenants: _____

3. Owner Name _____ 4. Contact Ph: _____

5. Is there a Backflow Preventer on the incoming water line? ☐ Yes ☐ No

Make, model, size, serial number? _____

Date last tested: _____ Water Meter # _____

6. Is there another water source, such as a private well, at this address? ☐ Yes ☐ No

7. Are any of the following connected to the Public Water Supply?

Yes	No		Yes	No	
☐	☐	Boiler for steam heat	☐	☐	Truck or Tank Water Filling Station
☐	☐	Boiler for hot water heat	☐	☐	Underground Lawn Sprinkler Systems
☐	☐	Cooling Towers	☐	☐	Water Cooled Equipment
☐	☐	Fire Suppression System (sprinklers)	☐	☐	Steam Tables
☐	☐	Geothermal Heat Pump	☐	☐	Private Well
☐	☐	Hose Aspirator (spraying chemicals)	☐	☐	Photo or X-Ray Developing Equipment
☐	☐	In Floor Radiant Heat with Chemicals	☐	☐	Water Recycling Equipment
☐	☐	Water Storage Tank	☐	☐	Plumbed-in Soft Drink Dispenser
☐	☐	Freezeless Yard Hydrant (in ground)	☐	☐	Soap Injectors
☐	☐	Pedicure Chairs	☐	☐	Dilution of fertilizers, pesticides, herbicides
☐	☐	Livestock Watering Tank	☐	☐	Dental operator equipment
☐	☐	Swimming Pool or Hot Tub	☐	☐	Plumbed in Pressure Washer
☐	☐	Pumps connected to plumbing			
		☐ Pressure Booster ☐ Ornamental Fountain ☐ Boiler Circulator ☐ Sewage ☐ Irrigation System			
		☐ Other (please specify) _____			
☐	☐	Are chemicals used in the water?			
		If "yes," what chemicals? _____			

8. List all other processes connected to the water piping _____

City Employee Name(s) _____

Date _____ Time _____ 9. ☐ Photo of meter setting



AquaResource Software as a Service Agreement (SaaS)

Customer:	Contact:
Address:	Phone: Cell: Work: Fax:
E-Mail:	
Service: AquaResource, online backflow registration and maintenance tracking solution for water purveyors (the "Service(s)").	
Service Term: _____ year(s)	
Estimated or Known Number of Backflow Devices in the System as of contract date: _____	
Select Fee Type ☐ Customer agrees to be invoiced by Company for the service at the Agreed Amount \$ _____ based on the estimated or known number of backflow devices in the system. In the case of a multiple year contract or automatic contract renewal Customer agrees to allow Company to adjust the Agreed Amount by \$ _____ per added backflow device to reflect the actual number of backflow devices in the system on the contract anniversary date. Company agrees to absorb the system growth between anniversary dates. ☐ Customer agrees to allow Company to invoice participating Testers directly per passing test report, paid on submission, subject to the terms in Section 4.3 herein \$ _____	
Select Additional Service(s) ☐ Customer grants permission for the Company to process, print and mail compliance notices on their behalf.	
Number of Compliance Notices per Backflow Device: _____	
Compliance Notice(s) Number of 4x6 post card compliance notice(s) to be mailed on behalf of Customer _____ ** Number of 8.5x11 letter paper size notice(s) to be mailed on behalf of the Customer _____ ** ☐ Customer agrees to be invoiced by Company based on the number and type of notice mailed ☐ Customer agrees to allow Company to combine the notice fee and the testing fee, then invoice participating Testers directly per test report, paid on submission subject to the terms in Section 4.3 herein ** Unless otherwise specified the Contract Price is based on black and white printing, single page and envelope or post card. The information placed on the postcard must fit on the dimensions required for a First-Class Mail Postcard. Specially pricing available with known requirements.	

Hosting Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.

Hosting Implementation Fee (one-time, non-refundable): \$ _____

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this XX day of Month, 202X (the "Effective Date") between TecNXS LLC with a place of business at 2721 N Wilderness Ct, Wichita, KS 67226 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Hosting Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Company TecNXS LLC:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Customer:

Signature: _____

Print Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

- 1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.
- 1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. Customer agrees to abide by the backflow assembly testing tolerances, and other tolerances, established by the Company and used by the software to determine or calculate outcomes.
- 2.2. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 2.3. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations.

Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing. Customer is responsible for all administrative systems settings within the customer dashboard.

- 2.4. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is public record or otherwise required to be disclosed by law.

3.2. Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing. If Customer requests access to their raw data, Company will provide a CSV data dump in the form Company stores the Customer's data.

3.3. Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1. Customer will pay Company the then applicable fees described in the Hosting Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Hosting Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon sixty (60) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2. Company will bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding

balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.3. Customer allows Company to directly charge Backflow Preventer Technicians ("Testers") per passing test report upon submission the agreed upon price defined in the agreement above. "Failing" or "Removed and Replaced Device" or "Removed Device and Capped Lines" submissions will not be charged. Company reserves the right to delete test reports upon a chargeback from a Tester. Company also reserves the right to terminate the account of a Tester with more than one chargeback.

4.4. Customer allows Company, if Company is retained to mail compliance notices on the Customers behalf, to increase the direct charge to Backflow Preventer Technicians ("Testers") per passing test report upon submission the amount equal to the increase put forth by the United States Postal Service for processing First Class letters and postcards. This shall apply to Customers who self-pay for compliance notices.

Customer allows Company, if Company is retained to mail compliance notices on the Customers behalf, to increase the direct charge to Backflow Preventer Technicians ("Testers") per passing test report upon submission in the event of a price increase of material or labor necessary to perform the processing of compliance notices. This shall apply to Customers who self-pay for compliance notices.

5. TERM AND TERMINATION

5.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Hosting Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term in writing. Email notification is acceptable.

5.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should

survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary, except for bodily injury of a person, Company and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, contractors, and employees shall not be responsible or liable with respect to any subject matter of this agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory: (A) For error or interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology or loss of business; (B) For any indirect, exemplary, incidental, special or consequential damages; (C) For any matter beyond Company's reasonable control; or (D) For any amounts that, together with amounts associated with all other claims, exceed the fees paid by Customer to Company for the services under this agreement in the 12 months prior to the act that gave rise to the liability, in each case.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Customer agrees to reasonably cooperate with Company to serve as a reference upon request.

EXHIBIT A

Statement of Work

As a purveyor administering your own cross connection control program via AquaResource the Software as a Service includes full use of the program, all features and upgrades. Technical support for both the purveyor and testers is include as it relates to the operation and function of AquaResource. Questions regarding the operation of your cross-connection control program and the governing rules are the responsibility of the purveyor.

AquaResource Includes:

- Administrator dashboard displaying the most used categories of information
- Backflow reports can be submitted from the field by testers/installers
- Instant recording of backflow installation and registration
- Maintenance and rebuild tracking with a complete history
- GPS location of on-site backflow(s) via a mobile device or computer
- Field pictures of backflow devices
- Tester/installer certification and license tracking
- Test Gauge certification tracking
- System-generated notices including pre and post expiration notices concerning annual testing or mandatory rebuilds delivered to the device owner via email or a mailable paper copy
- Customer portal allowing customers to independently review the status of all their backflow preventer devices and find a certified tester

Hosting Implementation Services

TecNXS is ready to help reduce disruptions and make a smooth transition from the client's current system. Our team is prepared to address technical issues during this critical period, and can co-develop an implementation plan to ensure success. The data supplied to TecNXS will be analyzed, parsed and imported into AquaResource as fully as possible. Importation success is based upon the accuracy and completeness of the data.

A smooth Implementation from or into AquaResource

TecNXS will assist with data transfer from the old system, if possible, and will assist with the initial set up and training for the office staff.

Notices

TecNXS can process, print and mail as many pre and post notices as required by your cross-connection program. Pricing varies based on the purveyor's individual notice requirements such as black and white or color and the mix of post card and letters.

Questionnaire

What is the official purveyor's name?

What is the street address, state, zip?

Where is the geographical center of your water system or water district using latitude and longitude?

What is your Public Water System ID, PWSID?

What is the name, phone number and email of the person in charge of the cross-connection program?

EXHIBIT B

Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Central time, with the exclusion of Federal Holidays ("**Support Hours**").

Company will use commercially reasonable efforts to respond to all support requests within one (1) business day.

Staff Summary

01/15/2024

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: Matt Beckman Public Works Director

SUBJECT: **Resolution No. 24-R-2023-2024 To Set a Date for a Public Hearing for Plans, Specifications, Form of Contract, Engineer's Estimate of Cost and Set a Date for Bid Letting for Water Tower No. 5.**

BACKGROUND: This resolution will set the Public Hearing to approve plans, specifications, form of contract, engineer's estimate of cost and Bid Letting.

The Public Hearing will be Monday March 4, 2024.

The Bid Letting will be Thursday February 22, 2024.

FISCAL IMPACT: The Fiscal impact to set the public hearing is the cost of publication.

RECOMMENDATION: Approve Resolution No. 24-R-2023-2024 to set the Public Hearing for March 4, 2024, and the Bid Letting for February 22, 2024.

ATTACHMENTS:

[Resolution No. 24-R-2023-2024 - Setting The Time And Place For A Public Hearing To Approve Plans, Specs, Form Of Contract, Estimate of Cost And Set A Date For Bid Letting For Water Tower No. 5](#)

[Notice of Public Hearing - Water Tower No. 5](#)

[Notice to Bidders - Water Tower 5](#)

RESOLUTION NO. 24-R-2023-2024

A RESOLUTION SETTING THE TIME AND PLACE FOR A PUBLIC HEARING TO APPROVE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ENGINEERS ESTIMATE OF COST AND SET A DATE FOR BID LETTING FOR WATER TOWER NO. 5

WHEREAS, the City Council of the City of Storm Lake has undertaken a public improvement project for a New Water Tower Project No. 5; and

WHEREAS, the engineer on the project has developed plans, specifications, and form of contract for the proposed project that are now on file with the City Clerk; and

WHEREAS, the City Council wishes to conduct a public hearing concerning the plans, specifications, form of contract, and engineers estimate of cost and set bid letting date for the project.

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

SECTION 1. That a public hearing date and time is hereby established to review the plans, specifications, form of contract, and engineers estimate of cost for Monday, March 4, 2024, at 5:00 p.m. in the City Hall Council Chambers at 620 Erie Street, Storm Lake, Iowa for the purposes of reviewing and taking public input on the plans, specifications, and form of contractor for the proposed project.

SECTION 2. Setting the bid letting date for Thursday, February 22, 2024, due before 2:00 pm, for the New Water Tower No. 5 Project

BE IT FURTHER RESOLVED, that the City Clerk be directed to publish notice of said public hearing in the City's official newspaper no less than four days before and not more than 20 days prior to the hearing date and Bid letting no less than 13 days before and no more than 45 days before the bid letting.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE THIS 15th DAY OF JANUARY 2024.

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

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED DRAWINGS AND SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE CONSTRUCTION OF STORM LAKE
ELEVATED WATER TOWER NO. 5 FOR THE CITY OF STORM LAKE, IOWA

Notice is hereby given that the City Council of Storm Lake, Iowa, will meet at 620 Erie Street, Storm Lake, Iowa, on the **4th day of March 2024, at 5:00 p.m.**, at which time and place a hearing will be held on the proposed plans and specifications, form of contract and estimate of cost for the Storm Lake Elevated Water Tower No. 5, Storm Lake, Iowa in and for said City. Any interested person may appear at said hearing and file objections to the proposed plans, specifications, form of contract and estimated costs for said improvements.

The general description of types of construction and their limits for which bids will be received shall be as follows:

Storm Lake Elevated Water Tower No. 5

The Work generally consists of all materials, equipment, and labor necessary to construct a new 1,750,000-gallon composite style elevated tank at 228 Mae Street, Storm Lake, Iowa 50588. The work includes, but is not limited to, all site piping to connect the tank into the existing distribution system, site excavation, grading, and surface restoration. The work also includes electrical and controls improvements including extension of City of Storm Lake fiber optic infrastructure.

Plans and specifications governing the construction of the proposed improvements have been prepared by the Engineer. These plans and specifications, and the proceedings of the City referring to and defining said improvements, are hereby made a part of this Notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Published upon order of the City of Storm Lake, Iowa.

CITY OF STORM LAKE, IOWA

BY /s/ Mike Porsch
Mayor

ATTEST:

BY /s/ Keri Navratil
City Manager

NOTICE TO BIDDERS

FOR THE CONSTRUCTION OF STORM LAKE ELEVATED WATER TOWER NO. 5 FOR THE CITY OF STORM LAKE, IOWA

Sealed bids will be received by the City Manager of Storm Lake, Iowa at City Hall, 620 Erie Street, PO Box 1086, Storm Lake, Iowa 50588, before **2:00 p.m. on the 22nd day of February 2024**, for the construction of Storm Lake Elevated Water Tower No. 5 in and for the City of Storm Lake, Iowa. At the above time and place all bids received by the City will be opened and publicly read with the results being reported to the Storm Lake City Council at their meeting on **March 4th, 2024, at 5:00 p.m.**, at City Hall, 620 Erie Street, Storm Lake, Iowa, at which time and place the Council may take action on the proposals submitted or at such time as may then be fixed.

The general description of types of construction and their limits for which bids will be received shall be as follows:

Storm Lake Elevated Water Tower No. 5

The Work generally consists of all materials, equipment, and labor necessary to construct a new 1,750,000-gallon composite style elevated tank at 228 Mae Street, Storm Lake, Iowa 50588. The work includes, but is not limited to, all site piping to connect the tank into the existing distribution system, site excavation, grading, and surface restoration. The work also includes electrical and controls improvements including extension of City of Storm Lake fiber optic infrastructure.

A more detailed description of the kinds and approximate quantities of materials and types of construction for which bids will be received are set forth in the Bid Form included in the specifications prepared by ISG (I&S Group, Inc.) of Des Moines, Iowa, which, together with the proposed form of contract, are now on file for public examination in the office of the City Manager, and are by this reference made part hereof as though fully set out and incorporated herein.

All proposals shall be made on official proposal forms furnished by the Engineer and must be enclosed in a separate sealed envelope and plainly identified and addressed to the City of Storm Lake, Iowa.

Each proposal shall be accompanied by a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City in an amount equal to Ten percent (10%) of the total amount of the proposal. If bid bond is submitted, it must be in the form provided in these specifications. Said check or share draft may be cashed, or the bid bond forfeited as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days of issuance of a Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law. The bid bond should be executed by a corporation authorized to contract as a surety in the State of Iowa, and must not contain any conditions either in the body or as an endorsement thereon.

The successful bidder will be required to furnish a corporate surety bond in an amount equal to one hundred per cent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, the payment for materials used in the project and the maintenance of said improvements in good repair for not less than **two (2) years** from the time of acceptance of said improvements by the City.

The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of receipt of bids. The City reserves the right to reject any or all bids and to waive informalities.

Payment of the cost of said project will be made from such cash funds of the City as may be legally used for said purpose at the discretion of the City, including but not limited to, the net revenues of the Water Department, the proceeds from the sale of Revenue or General Obligation Bonds, and/or the proceeds from the sale of warrants, as authorized by Section 384.57 of the Code of Iowa, made payable from any or all of the above-mentioned sources.

The Contractor will be paid ninety-five per cent (95%) of the Engineer's estimate of the value of acceptable work completed at the end of the preceding month. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

No such final payment will be due until the Contractor certifies to the City that the materials, labor, and services involved in the final estimate have been paid for in accordance with the requirements stated in the specifications. The City of Storm Lake is exempt from paying Sales and Use Tax and will supply Contractor with an "Iowa Sales Tax Exemption Certificate" and an authorization letter to allow the Contractor to buy equipment and material for the project tax free.

The work on this project shall commence within ten (10) days after receipt by the contractor of a written notice to proceed. The Project shall be substantially completed by **September 20th, 2025**, subject to any changes in the contract period as provided for in these specifications.

Liquidated damages in the amount of **\$1,000** per calendar day will be assessed for each day that the work shall remain uncompleted after the **substantial completion date** with due allowance for extensions of the contract period due to conditions beyond control of the Contractor.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Plans and specifications governing the construction of the proposed improvements have been prepared by the Engineer. These plans and specifications, and the proceedings of the City referring to and defining said improvements, are hereby made a part of this Notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Bidders shall be expected to comply with Chapters 91C Code of Iowa and IAC Chapter 875.150 concerning the registration and bonding of construction contractors and the successful bidder shall be required to supply City of Storm Lake with proof of said compliance at time of submitting bid with a completed Contractor Eligibility form.

The Contractor shall observe the laws of the State of Iowa with reference to "Occupational Safety and Health Standards".

The City of Storm Lake, Iowa, does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship, or sexual orientation. The City of Storm Lake, Iowa, does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. The City of Storm Lake, Iowa, does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.

Copies of said plans and specifications and form of contract are now on file in the office of the City Manager, for examination by bidders. Copies may be obtained from ISG, 217 E 2nd Street, Des Moines, IA 50309, (515) 243-9143 upon deposit of one hundred dollars (\$100.00) which shall be refunded upon return of the plans and specifications within fourteen days after award of the project. If the plans and specifications are not returned within fourteen days after award of the project and in a reusable condition, the deposit shall be forfeited. Plans and specifications may also be obtained by download from the ISG website at www.isginc.com.

Any bidder or equipment supplier whose firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Non-procurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is listed in this publication will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31.

Published upon order of the City of Storm Lake, Iowa.

CITY OF STORM LAKE, IOWA

BY /s/ Mike Porsch
Mayor

ATTEST:

BY /s/ Keri Navratil
City Manager

Staff Summary

01/15/2024

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: Matt Beckman Public Works Director

SUBJECT: **Motion to Approve Proposal from Woodruff Construction for WWTP UV Disinfection Building Project.**

BACKGROUND: The UV Disinfection Structure was installed in the 2014-2015 FEMA Grant upgrade. Being an open structure now it allows snow to build up and block access to the effluent sampler and UV Banks. This building would give wastewater operators a place to do maintenance in the winter months when the UV is offline and not having to shovel snow to do daily maintenance.

Council previously directed ISG to prepare plans and specifications for the UV Disinfection Building Project at the Wastewater Treatment Plant. Per the direction of City Staff, ISG distributed plans and solicited proposals for the UV Building Project from five local contractors. (Woodruff Construction, KB Contracting, Haselhoff Construction, Efficient Construction, and H&H Builders)

Upon Review of the four proposals that were received and opened on November 21, 2023, Woodruff Construction was selected as the Contractor for the project. However, since all the proposals received, including the proposal from Woodruff Construction, were higher than the original project budget, City Staff instructed ISG and Woodruff to perform value engineering in order to revise the project scope to meet the project budget and still meet the goals of the Wastewater Operations Staff. By making slight modifications to the project scope and utilizing City Staff to assist with certain aspects of the project, Woodruff was able to revise their quote to \$164,172.00, which is slightly less than the original budget of \$165,200.00.

FISCAL IMPACT: The budget for this project is set at \$165,200.00. Woodruff Construction proposal is for the amount of \$164,172.00.

RECOMMENDATION: Approve Proposal from Woodruff Construction for WWTP UV Disinfection Building Project in the amount of \$164,172.00 and

authorizing them to proceed with the work as soon as weather permits.

ATTACHMENTS:

[Storm Lake UV Enclosure Revised Est.pdf](#)
[Proposal for WWTP UV Building.pdf](#)
[20231121133016413.pdf](#)

**Proposal Amount for
Storm Lake WWTP UV Structure Building**

Date: 1/10/2024

The Undersigned Contractor being familiar with the proposed project, local conditions affecting the Cost of the Work, the Proposal and the Procurement and Contract Documents and having determine the extent of the work, hereby, proposes to complete all work in connection with the Storm Lake WWTP UV Structure Building in accordance with the Contract Documents prepared by ISG, Storm Lake, IA as follows:

- Delete new concrete labor and material
- Delete concrete paving removal and replace for new power
- Delete dehumidifier supply and installation
- Eliminate the coordination study, and allow use of alternate SPD manufacture.
- Delete the removal of the existing enclosure

REVISED BID: \$164,172.00

FIRM NAME: Woodruff Construction, Inc

SIGNATURE: 

NAME: Chad Lennon

TITLE: West Region President

REQUEST FOR PROPOSALS

PROPOSAL OF: Haselhoff Construction Inc
(hereinafter called "Contractor"), organized and existing under the
laws of the State of Iowa, doing business as a
Corporation
(corporation, partnership, individual, joint venture)
TO: **CITY OF STORM LAKE** (hereinafter called "OWNER")
FOR: **WWTP UV Structure Building**

The City of Storm Lake is covering the existing UV Structure.

Construction included in this project are as follows:

Installation of a concrete stoop, wood framed structure, wood truss roof, insulation, metal siding, metal roofing, overhead door, pedestrian door, and davit crane.

I&S Group, Inc. (ISG), per the direction of the Owner, has prepared the Work Proposal plans and specifications for the Work. The Owner is now requesting proposals for the performance of the work. Please utilize this proposal form in submitting your quote. Only completed and signed proposals submitted with a Bidder Status Form will be accepted.

I. PROPOSAL

- A. Proposal and Bidder Status Form are to be returned to the **City of Storm Lake (ATTN: Matt Beckman) PO BOX 1086 620 ERIE STREET, STORM LAKE, IOWA 50588** on or before **November 21, 2023** by **12:00 PM**.
- B. In submitting this proposal, the CONTRACTOR has:
 - 1. Examined and carefully studied the notes in the request of proposals letter, construction notes in the Plan Sheet and Work Proposal, and other related data identified in the Plan Sheet and Work Proposal.
 - 2. Visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.

OWNER is exempt from Sales and Use Tax and the Contractor is not required to include taxes in their bid amounts.

II. INSURANCE

Contractor shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and furnished and as will provide protection from claims which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Plan Sheet and Work Proposal, whether it is to be performed or furnished by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. The following minimum limits of liability are required:

- A. Contractor's General Liability which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

Combined single limit of: \$1,000,000.00
with an annual aggregate of: \$2,000,000.00

- B. Personal Injury:

Annual aggregate: \$1,000,000.00

- C. Property Damage liability insurance will provide explosion, collapse, and underground coverages.

- D. Automobile Liability:

Bodily Injury and Property Damage:
Combined single limit of: \$1,000,000.00
with and annual aggregate of: \$2,000,000.00

- E. OWNER Liability:

With respect to insurance required above, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner, and any other individuals or entities identified in this Work Proposal, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide Non-Contributory coverage for all claims covered thereby.

- F. UMBRELLA Liability: \$1,000,000.00 Occurrence/\$1,000,000.00 Aggregate

III. PERFORMANCE BOND

- A. Contractor shall furnish performance bond in an amount at least equal to the Contract Price as security for the faithful performance of all of Contractor's obligations under the Plan Sheet and Work Proposal. These bonds shall remain in effect until **one year** after the date when final payment becomes due or until completion of the correction period specified in this Work Proposal, whichever is later, except as provided otherwise by Laws or Regulations or by the Plan Sheet and Work Proposal. Contractor shall also furnish such other bonds as are required by the Plan Sheet and Work Proposal.
- B. All bonds shall be in the form prescribed by the Plan Sheet and Work Proposal except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs B and D.
- D. All bonds and insurance required by the Plan Sheet and Work Proposal to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Plan Sheet and Work Proposal.

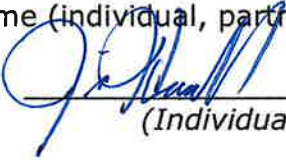
IV. CONTRACT TIME FRAME

CONTRACTOR agrees, if this proposal is accepted, to enter into an agreement to complete all work in compliance with the PLAN SHEET AND WORK PROPOSAL, within the following time frame.

- A. The work shall be completed on or before:
 - 1. **November 30, 2024**
- B. BIDDER agrees to pay Owner liquidated damages of two hundred dollars (\$200) for every calendar day after the completion date, unless completion time is extended by the Owner.

SUBMITTED on November 21, 2023

Name (individual, partnership, or corporation): Haselhoff Construction INC

By: 

(Individual, General Partner, or Corporate Officer signature)

Name and Title (typed or printed): Jim Haselhoff President

Business Address: 1525 South 2ND P.O. Box 953 Cherokee, IA 51012

Phone No.: 712-225-4417 Email: hci@netins.net

City of Storm Lake Signature: _____
(upon City Council approval of Work Proposal)



HASELHOFF CONSTRUCTION, INC.

GENERAL CONTRACTOR

**1525 South 2nd • P. O. Box 953
Cherokee, Iowa 51012**

**Telephone # 712-225-4417
Fax # 712-225-3861**

November 21, 2023

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

Proposal for WWTP UV Building ISG Project # 23-29446

As bid per drawings and specifications

Project Completion Date November 30, 2024

Proposal Total \$ 192,500.00

Haselhoff Construction Inc

Jim Haselhoff

REQUEST FOR PROPOSALS

PROPOSAL OF: Woodruff Construction, Inc
(hereinafter called "Contractor"), organized and existing under the
laws of the State of Iowa, doing business as a
Woodruff Construction, Inc
(corporation, partnership, individual, joint venture)
TO: **CITY OF STORM LAKE** (hereinafter called "OWNER")
FOR: **WWTP UV Structure Building**

The City of Storm Lake is covering the existing UV Structure.

Construction included in this project are as follows:

Installation of a concrete stoop, wood framed structure, wood truss roof, insulation, metal siding, metal roofing, overhead door, pedestrian door, and davit crane.

I&S Group, Inc. (ISG), per the direction of the Owner, has prepared the Work Proposal plans and specifications for the Work. The Owner is now requesting proposals for the performance of the work. Please utilize this proposal form in submitting your quote. Only completed and signed proposals submitted with a Bidder Status Form will be accepted.

I. PROPOSAL

- A. Proposal and Bidder Status Form are to be returned to the **City of Storm Lake (ATTN: Matt Beckman) PO BOX 1086 620 ERIE STREET, STORM LAKE, IOWA 50588** on or before **November 21, 2023** by **12:00 PM**.
- B. In submitting this proposal, the CONTRACTOR has:
 - 1. Examined and carefully studied the notes in the request of proposals letter, construction notes in the Plan Sheet and Work Proposal, and other related data identified in the Plan Sheet and Work Proposal.
 - 2. Visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.

OWNER is exempt from Sales and Use Tax and the Contractor is not required to include taxes in their bid amounts.

II. INSURANCE

Contractor shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and furnished and as will provide protection from claims which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Plan Sheet and Work Proposal, whether it is to be performed or furnished by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. The following minimum limits of liability are required:

- A. Contractor's General Liability which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

Combined single limit of: \$1,000,000.00
with an annual aggregate of: \$2,000,000.00

- B. Personal Injury:

Annual aggregate: \$1,000,000.00

- C. Property Damage liability insurance will provide explosion, collapse, and underground coverages.

- D. Automobile Liability:

Bodily Injury and Property Damage:
Combined single limit of: \$1,000,000.00
with and annual aggregate of: \$2,000,000.00

- E. OWNER Liability:

With respect to insurance required above, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner, and any other individuals or entities identified in this Work Proposal, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide Non-Contributory coverage for all claims covered thereby.

- F. UMBRELLA Liability: \$1,000,000.00 Occurrence/\$1,000,000.00 Aggregate

III. PERFORMANCE BOND

- A. Contractor shall furnish performance bond in an amount at least equal to the Contract Price as security for the faithful performance of all of Contractor's obligations under the Plan Sheet and Work Proposal. These bonds shall remain in effect until **one year** after the date when final payment becomes due or until completion of the correction period specified in this Work Proposal, whichever is later, except as provided otherwise by Laws or Regulations or by the Plan Sheet and Work Proposal. Contractor shall also furnish such other bonds as are required by the Plan Sheet and Work Proposal.
- B. All bonds shall be in the form prescribed by the Plan Sheet and Work Proposal except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs B and D.
- D. All bonds and insurance required by the Plan Sheet and Work Proposal to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Plan Sheet and Work Proposal.

IV. CONTRACT TIME FRAME

CONTRACTOR agrees, if this proposal is accepted, to enter into an agreement to complete all work in compliance with the PLAN SHEET AND WORK PROPOSAL, within the following time frame.

- A. The work shall be completed on or before:
 - 1. **November 30, 2024**
- B. BIDDER agrees to pay Owner liquidated damages of two hundred dollars (\$200) for every calendar day after the completion date, unless completion time is extended by the Owner.

SUBMITTED on November 21, 2023

Name (individual, partnership, or corporation): Woodruff Construction, Inc

By: 
(Individual, General Partner, or Corporate Officer signature)

Name and Title (typed or printed): Chad Lennon, Vice President / West Region President

Business Address: 1890 Kountry Lane, Fort Dodge, IA 50501

Phone No.: 515-576-1118 Email: chadl@woodruff.build

City of Storm Lake Signature: _____
(upon City Council approval of Work Proposal)

100% Employee Owned

1890 Kountry Lane | Fort Dodge, IA 50501
Ph: (515) 576-1118 Fax: (515) 955-2170

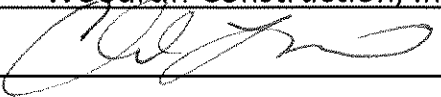
**Proposal Amount for
Storm Lake WWTP UV Structure Building**

Date: 11/21/2023

The Undersigned Contractor being familiar with the proposed project, local conditions affecting the Cost of the Work, the Proposal and the Procurement and Contract Documents and having determine the extent of the work, hereby, proposes to complete all work in connection with the Storm Lake WWTP UV Structure Building in accordance with the Contract Documents prepared by ISG, Storm Lake, IA as follows:

BASE BID: ONE HUNDRED SIXTY EIGHT THOUSANDDOLLARS \$ 168,000⁰⁰

ADD TO BASE BID IF ALC FLASH
STUDY & SURGE PROTECTION DEVICE
IS REQUIRED

\$ 22,700⁰⁰FIRM NAME: Woodruff Construction, IncSIGNATURE: NAME: Chad LennonTITLE: West Region President

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☒ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☒ Yes ☐ No My company has an office to transact business in Iowa.
- ☒ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☒ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☒ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 08 / 01 / 1990 to Now / / Address: 1890 Kountry Lane
City, State, Zip: Fort Dodge, IA 50501

Dates: 05 / 25 / 1996 to Now / / Address: 1920 Philadelphia Street, Suite 102
City, State, Zip: Ames, IA 50010

Dates: 02 / 08 / 2016 to Now / / Address: 501 Greenfield Drive
City, State, Zip: Tiffin, IA 52340

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Woodruff Construction

Signature: _____

Chad Lennon, West Region President

Date: 11/21/2023

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Additional Sheet for Bidder Status Form
(continued)

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 7 / 17 / 2017 to Present / / Address: 1717 Falls Avenue
City, State, Zip: Waterloo, IA 50701

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☒ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

KB Contracting, LLC
300 Industrial Rd
Alta, IA 51002 US
(712) 213-9618
kbcontractingllc@gmail.com



Estimate

ESTIMATE # 1526
DATE 11/21/2023

ADDRESS

City of Storm Lake Waste
Water
ATTN: Matt Beckman
620 Erie St.
Storm Lake, IA 50588

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
This Estimate is for the UV Structure Building at the waste water treatment site, per plans by ISG, project #23-29446			184,215.00
- This includes Material and labor to:			
- Remove and dispose of old shed			
- Pour stoop and concrete slab for mech.			
- All material and Labor to construct new structure per plan			
- 2 Thern winches			
- Mech. and Electrical cost			
TOTAL			\$184,215.00

Accepted By

Accepted Date

Efficient Construction LLC

1507 E 4th St
PO Box 367
Storm Lake, IA 50588

November 21, 2023

City of Storm Lake

WWTP UV Structure Building
Storm Lake, IA
Project No.: 23-29446

Attn: Matt Beckman

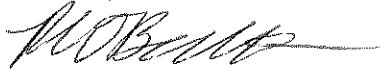
Construction included:

- Demolition work.
- Installation of a concrete stoop.
- Wood framed structure, wood truss roof.
- Insulation.
- Metal siding, metal roofing, and soffit.
- Gutters and downspouts.
- Overhead door, pedestrian door and hardware, windows.
- Davit cranes.
- FRP and interior trim for the door and windows.
- ACUDOR ceiling mounted access.
- Plumbing for condensate.
- Mechanical HVAC.
- Electrical.

Total Price \$223,786

If you have any questions, please let me know.

Sincerely,



Pete Bodholdt
Efficient Construction

REQUEST FOR PROPOSALS

PROPOSAL OF: Efficient Construction, LLC
(hereinafter called "Contractor"), organized and existing under the laws of the State of Iowa, doing business as a
LLC
(corporation, partnership, individual, joint venture)
TO: **CITY OF STORM LAKE** (hereinafter called "OWNER")
FOR: **WWTP UV Structure Building**

The City of Storm Lake is covering the existing UV Structure.

Construction included in this project are as follows:

Installation of a concrete stoop, wood framed structure, wood truss roof, insulation, metal siding, metal roofing, overhead door, pedestrian door, and davit crane.

I&S Group, Inc. (ISG), per the direction of the Owner, has prepared the Work Proposal plans and specifications for the Work. The Owner is now requesting proposals for the performance of the work. Please utilize this proposal form in submitting your quote. Only completed and signed proposals submitted with a Bidder Status Form will be accepted.

I. PROPOSAL

- A. Proposal and Bidder Status Form are to be returned to the **City of Storm Lake (ATTN: Matt Beckman) PO BOX 1086 620 ERIE STREET, STORM LAKE, IOWA 50588** on or before **November 21, 2023** by **12:00 PM**.
- B. In submitting this proposal, the CONTRACTOR has:
 - 1. Examined and carefully studied the notes in the request of proposals letter, construction notes in the Plan Sheet and Work Proposal, and other related data identified in the Plan Sheet and Work Proposal.
 - 2. Visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.

OWNER is exempt from Sales and Use Tax and the Contractor is not required to include taxes in their bid amounts.

II. INSURANCE

Contractor shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and furnished and as will provide protection from claims which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Plan Sheet and Work Proposal, whether it is to be performed or furnished by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. The following minimum limits of liability are required:

- A. Contractor's General Liability which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

Combined single limit of: \$1,000,000.00
with an annual aggregate of: \$2,000,000.00

- B. Personal Injury:

Annual aggregate: \$1,000,000.00

- C. Property Damage liability insurance will provide explosion, collapse, and underground coverages.

- D. Automobile Liability:

Bodily Injury and Property Damage:
Combined single limit of: \$1,000,000.00
with and annual aggregate of: \$2,000,000.00

- E. OWNER Liability:

With respect to insurance required above, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner, and any other individuals or entities identified in this Work Proposal, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide Non-Contributory coverage for all claims covered thereby.

- F. UMBRELLA Liability: \$1,000,000.00 Occurrence/\$1,000,000.00 Aggregate

III. PERFORMANCE BOND

- A. Contractor shall furnish performance bond in an amount at least equal to the Contract Price as security for the faithful performance of all of Contractor's obligations under the Plan Sheet and Work Proposal. These bonds shall remain in effect until **one year** after the date when final payment becomes due or until completion of the correction period specified in this Work Proposal, whichever is later, except as provided otherwise by Laws or Regulations or by the Plan Sheet and Work Proposal. Contractor shall also furnish such other bonds as are required by the Plan Sheet and Work Proposal.
- B. All bonds shall be in the form prescribed by the Plan Sheet and Work Proposal except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs B and D.
- D. All bonds and insurance required by the Plan Sheet and Work Proposal to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Plan Sheet and Work Proposal.

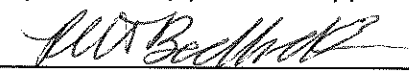
IV. CONTRACT TIME FRAME

CONTRACTOR agrees, if this proposal is accepted, to enter into an agreement to complete all work in compliance with the PLAN SHEET AND WORK PROPOSAL, within the following time frame.

- A. The work shall be completed on or before:
 - 1. **November 30, 2024**
- B. BIDDER agrees to pay Owner liquidated damages of two hundred dollars (\$200) for every calendar day after the completion date, unless completion time is extended by the Owner.

SUBMITTED on November 21, 2023

Name (individual, partnership, or corporation): Efficient Construction, LLC

By: 
(Individual, General Partner, or Corporate Officer signature)

Name and Title (typed or printed): Pete Bodholdt

Business Address: 1507 E 4th St Storm Lake, IA 50588

Phone No.: 712-213-4827 Email: pete@efficient-construction.com

City of Storm Lake Signature: _____
(upon City Council approval of Work Proposal)

Staff Summary

01/15/2024

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: Keri Navratil City Manager

SUBJECT: **Resolution No. 25-R-2023-2024 to Adopt the City of Storm Lake 2023 Strategic Plan**

BACKGROUND:

The City of Storm Lake Strategic Planning Retreat was held on December 6, 2023 at the King's Pointe Resort. The retreat's primary goal was to update the existing strategic plan for Storm Lake and to identify specific community goals and objectives for 2024. In attendance at the session was Mayor Mike Porsch, City Council Members: Maggie Martinez, Tyson Rice, Kevin McKinney, Maria Ramos, Matt Ricklefs and Council Member Elect Meg McKeon. Also in attendance was City Manager Navratil, Assistant City Manager Derragon, City Clerk Martinez.

The Retreat document prioritizes the Council's noted goals and objectives identified in the dot exercise completed during the session.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve Resolution No. 25-R-2023-2024 to Adopt the City of Storm Lake 2023 Strategic Plan

ATTACHMENTS:

[Resolution No. 25-R-2023-2024 - For Strategic Plan 2023.docx](#)

[Storm Lake December 2023 Planning Session Final Draft.docx](#)

RESOLUTION NO. 25-R-2023-2024

A RESOLUTION OF THE CITY OF STORM LAKE, IOWA, 2022 CITY COUNCIL GOALS AND GOALS SETTING REPORT

WHEREAS, the Storm Lake City Council held a Strategic Planning Retreat on December 6, 2023; and

WHEREAS, Mayor and Council discussed potential goals and possible objectives; and

WHEREAS, Mayor and Council received the Final Report for the City of Storm Lake 2023 Strategic Planning Retreat from the Facilitator, Mark Collins with KRW Associates; and

WHEREAS, Final Report is on file in the City Clerk's Office.

NOW, THEREFORE, BE IT RESOLVED, that the following items and initiatives were identified as the most important "strategic goals and objectives" to implement the goals and objectives for 2024.

Day Care

- o Build Confidence with Community Members by Providing Notice (Transparency) regarding the Ongoing Work by the Current Child Care Task Force
- o Analysis of the Knights of Columbus Site
- o Establish a 501-C3 Community Foundation to Oversee the Fundraising, Financial Management and Organizational Elements of the Child Care Facility
- o Tyson Rice Volunteered to take the Organizational Lead on the Community Foundation Initiative and Provide a Progress Report to City Council in January 2024.
- o City Council will Solicit Community Volunteers to Serve on the Community Foundation

Housing

- o Housing Task Force (e.g., 9 Members) Needs to be Established
- o Council Will Solicit Members for the Task Force, Mayor will Make Personal Contacts
- o Storm Lake Has Obstacles Due to its Landlocked Status
- o Focus on the Spoils Site
- o City May Not Be in the Best Position to Negotiate with Landowners, this is a Potential Role for the Future Economic Development Committee
- o Successful Initiative May Need a Consortium of the Local Banks
- o Continue to Work with the Regional Housing Authority
- o Small Group for Specific Land Parcel Discussion

Recreation Center

- o Consider a Feasibility Study (Cost Projection- \$75,000)
- o Requires Partnerships (School District, Hospital, University)
- o Hospital Has Land

- o Potential Partnership with Private Athletic Facility
- o Newly Established Community Foundation Can Play an Important Role
- o Community Survey is Not Considered Necessary
- o Capital Investment and Operational Costs Will be Big Obstacles

Storm Lake United

- o Director will not be a City Employee
- o City Will Continue to Handle Tourism Duties
- o Require a Business Plan from Storm Lake United

Other Important Issues

- o Move Forward on Plans for the Dredge Fill Spoil Site
- o Take 1st Steps for Site with Field Tours
- o Finish Council Meetings with Topics and Suggestions for Study Sessions
- o Consider Mobile Study Sessions (Not at City Hall)

All resolutions or parts of resolutions in conflict are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 15th day of January, 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

City of Storm Lake 2023 Strategic Planning Retreat

The City of Storm Lake Strategic Planning Retreat was held on December 6, 2023 at the King's Pointe Resort from 8 AM – 12:00 PM. The retreat's primary goal was to update the existing strategic plan for Storm Lake and to identify specific community goals and objectives for 2024. In attendance at the session was Mayor Mike Porsch, City Council Members: Maggie Martinez, Tyson Rice, Kevin McKinney, Maria Ramos, Matt Ricklefs and Council Member Elect Meg McKeon. Also in attendance was City Manager Navratil, Assistant City Manager Derragon, City Clerk Martinez. City Department Heads attended a separate goal setting workshop the previous afternoon in which they offered their feedback on important community goals, objectives and priorities. In advance of the retreat, each City Council member compiled a list of important issues facing the community which was sent to the facilitator by the City Clerk. The retreat was facilitated by Mark Collins with KRW Associates.

The agenda for City Council's Strategic Planning Retreat included the following:

- 1.) Welcome/Introductions
- 2.) Overview of Retreat Agenda Topics: (Potential Additions/Deletions)
- 3.) Importance of Strategic Planning for Small Communities
- 4.) Visioning Exercise:
 - What Type of Community will Storm Lake be in the Coming Years?
 - What Makes Storm Lake Special?
 - What does your Community Value?
- 5.) Review Strategic Goals from 2022 Storm Lake Planning Session
- 6.) Identification of 2024 Strategic Focus Areas for Storm Lake
- 7.) Goals/Objectives/Action Items for 2024
- 8.) Prioritization Exercise
- 9.) Discussion of Other Important Topics and Issues
- 10.) Wrap Up: Additional Ideas, Comments and Suggestions (Next Steps)

At the outset of the planning session, the Mayor and Council reviewed a power point presentation on the important foundations of strategic planning for communities. Examples from other communities helped to frame important issues facing Storm Lake.

In a brief visioning exercise, the City Council was asked to identify their “wish list” for the community of Storm Lake by the year 2029. The following items were listed:

- More Retail Businesses
- A Day Care Facility
- A Community Recreation Center
- Improved Public Transit
- Buena Vista County Sheriff’s Office Communications Division Multi-Lingual Phone Translation Option
- A “Non-City Hall” Meeting Venue or Facility to Improve Community Outreach
- Expanded Utilization of the Lake
- Develop the Dredge Spoils Site
- Progress/Results from the Downtown Master Plan
- More Quality Housing
- Storm Lake Community Foundation
- A Viable Economic Development Group to Facilitate Land Acquisitions

Utilizing the strategic focus areas from 2022/23 as a general outline, the following items and initiatives were identified as the most important “strategic goals and objectives” for 2024. After listing their priorities, the Mayor and Council provided details on the steps that would be necessary to implement the goals and objectives.

Day Care

- o Build Confidence with Community Members by Providing Notice (Transparency) regarding the Ongoing Work by the Current Child Care Task Force
- o Analysis of the Knights of Columbus Site
- o Establish a 501-C3 Community Foundation to Oversee the Fundraising, Financial Management and Organizational Elements of the Child Care Facility
- o Tyson Rice Volunteered to take the Organizational Lead on the Community Foundation Initiative and Provide a Progress Report to City Council in January 2024.
- o City Council will Solicit Community Volunteers to Serve on the Community Foundation

Housing

- o Housing Task Force (e.g., 9 Members) Needs to be Established
- o Council Will Solicit Members for the Task Force, Mayor will Make Personal Contacts
- o Storm Lake Has Obstacles Due to its Landlocked Status
- o Focus on the Spoils Site
- o City May Not Be in the Best Position to Negotiate with Landowners, this is a Potential Role for the Future Economic Development Committee
- o Successful Initiative May Need a Consortium of the Local Banks
- o Continue to Work with the Regional Housing Authority
- o Small Group for Specific Land Parcel Discussion

Recreation Center

- o Consider a Feasibility Study (Cost Projection- \$75,000)
- o Requires Partnerships (School District, Hospital, University)
- o Hospital Has Land
- o Potential Partnership with Private Athletic Facility
- o Newly Established Community Foundation Can Play an Important Role
- o Community Survey is Not Considered Necessary
- o Capital Investment and Operational Costs Will be Big Obstacles

Storm Lake United

- o Director will not be a City Employee
- o City Will Continue to Handle Tourism Duties
- o Require a Business Plan from Storm Lake United

Other Important Issues

- o Move Forward on Plans for the Dredge Fill Spoil Site
- o Take 1st Steps for Site with Field Tours
- o Finish Council Meetings with Topics and Suggestions for Study Sessions
- o Consider Mobile Study Sessions (Not at City Hall)

Staff Summary

01/15/2024

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: Mayra Martinez City Clerk

SUBJECT: City Council Requested Items / City Council Updates

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION: Future Work Session or Presentations:

1. Recreational Vehicles/Trailers Parking on City Street - Date Pending
2. Sign Ordinance - Date Pending
3. Outdoor Waterpark Fees and Passes - Date: January 29, 2024 ~ Location: King Pointe Resort ~ Time: 5:30pm

ATTACHMENTS:

Staff Summary

01/15/2024

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: **Fiscal Year 2025-2029 Proposed Capital Improvement Plan Work Session**

BACKGROUND: This work session is to discuss the Fiscal Year 2025-2029 Enterprise Fund and King's Pointe Capital Improvement Plan.

1. Sewer Fund
2. Water Fund
3. Storm Water Fund
4. King's Pointe

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

Sewer
Water
Storm Water
King's Pointe

City of Storm Lake, Iowa
Capital Improvement Plan
 2025 thru 2029

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2025	2026	2027	2028	2029	Total
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
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 Replacment	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
GRAND TOTAL			1,522,000	4,539,540	2,533,000	4,062,000	1,454,000	14,110,540

Capital Improvement Plan

Data in Year 2025

City of Storm Lake, Iowa

Project # SEWCL-24-03
Project Name Sewer Televising & Inspection

Type Construction
Useful Life
Category Wastewater

Department Sewer Collection
Contact Matthew Beckman
Priority 1 Critical



Description

Total Project Cost: \$100,000

Televising and Inspection of lines in the sewer systems. This will help with future lining projects and help pinpoint trouble spots that need repairs before they become a problem.

Justification

Administrative Goal: Maintain City-wide Infrastructure improvements

City Council Goal: Utility Infrastructure

Expenditures	2025	2026	2027	2028	2029	Total
Construction/Maintenance	100,000					100,000
Total	100,000					100,000

Funding Sources	2025	2026	2027	2028	2029	Total
Sewer Fund	100,000					100,000
Total	100,000					100,000

Budget Impact/Other

Capital Improvement Plan

2025 *thru* 2029

City of Storm Lake, Iowa

Project # WWTP-23-11

Project Name Scout Park Lift Station Full Replacement

Type Construction

Useful Life 20 years

Category Wastewater

Department Wastewater Treatment Facility

Contact Matthew Beckman

Priority 1 Critical



Description

Total Project Cost: \$2,200,650

Per the 2020 ISG Lift Station Study, the Scout Park Lift station will need a full replacement. City staff determined this project to be of highest priority and moved it up.

Justification

Per ISG LS study of 2020

Administrative Goal: Maintain City-wide Infrastructure improvements

City Council Goal: Utility Infrastructure

IDNR Sanitary Survey Findings

Expenditures	2025	2026	2027	2028	2029	Total
Planning/Design	174,000					174,000
Construction/Maintenance		1,744,150				1,744,150
Engineering		282,500				282,500
Total	174,000	2,026,650				2,200,650

Funding Sources	2025	2026	2027	2028	2029	Total
Sewer Fund	174,000	2,026,650				2,200,650
Total	174,000	2,026,650				2,200,650

Budget Impact/Other

Capital Improvement Plan

2025 *thru* 2029

City of Storm Lake, Iowa

Project # WWTP-23-12

Project Name Ice House Lift Station Replacement

Type Construction

Useful Life 40 years

Category Wastewater Buildings

Department Wastewater Treatment Facility

Contact Matthew Beckman

Priority 1 Critical



Description

Total Project Cost: \$968,790

Full Replacement of Ice House Lift Station.

Justification

Per ISG LS study

Administrative Goal: Maintain City-wide Infrastructure improvements

City Council Goal: Utility Infrastructure

IDNR Sanitary Survey Findings

Expenditures	2025	2026	2027	2028	2029	Total
Planning/Design	126,000					126,000
Construction/Maintenance		725,290				725,290
Engineering		117,500				117,500
Total	126,000	842,790				968,790

Funding Sources	2025	2026	2027	2028	2029	Total
Sewer Fund	126,000	842,790				968,790
Total	126,000	842,790				968,790

Budget Impact/Other

Capital Improvement Plan

Data in Year 2025

City of Storm Lake, Iowa

Project # WWTP-24-07

Project Name College & 3rd St Lift Station Replacement

Type Construction

Useful Life 20 years

Category Wastewater

Department Wastewater Treatment Facility

Contact Matthew Beckman

Priority 2 Very Important

Description
Total Project Cost: \$1,167,000

College & 3rd St Lift Station Replacement.

This lift station has reached and exceeded useful life and needs full replacement. A lot of smells coming for the lift station because of the high levels of hydrogen sulfide being produced at the lift station. The H2S is making the well weak and creating problems of breaking, cracking, and possibly falling in on itself because of the weak concrete. This project includes a drum scrubber.

Justification

Administrative Goal: Maintain City-wide Infrastructure improvements

City Council Goal: Utility Infrastructure

IDNR Sanitary Survey Findings

Prior	Expenditures	2025	2026	2027	2028	2029	Total
195,000	Construction/Maintenance	972,000					972,000
Total	Total	972,000					972,000

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
195,000	Sewer Fund	972,000					972,000
Total	Total	972,000					972,000

Budget Impact/Other

Capital Improvement Plan

Data in Year 2025

City of Storm Lake, Iowa

Project # WWTP-25-10
Project Name Water Line Replacement

Type Construction
Useful Life 25 years
Category Wastewater

Department Wastewater Treatment Facility
Contact Matthew Beckman
Priority 1 Critical



Description

Total Project Cost: \$65,000

Replace water lines throughout the plant. Many pipes run in the ceiling above the master controls and leak causing electrical concerns.

Justification

Department Objective: Maintenance and upkeep of City owned Facilities

Expenditures	2025	2026	2027	2028	2029	Total
Construction/Maintenance	65,000					65,000
Total	65,000					65,000

Funding Sources	2025	2026	2027	2028	2029	Total
Sewer Fund	65,000					65,000
Total	65,000					65,000

Budget Impact/Other

Capital Improvement Plan

Data in Year 2025

City of Storm Lake, Iowa

Project # WWTP-25-18
Project Name Protective Coating Application

Type Building Maintenance
Useful Life 20 years
Category Wastewater Buildings

Department Wastewater Treatment Facility
Contact Matthew Beckman
Priority 3 Important



Description

Total Project Cost: \$174,600

A-Basins protective coating application to help with corrosion and deterioration of floors and walls due to hydrogen sulfide.

Basin 1 (Including catwalk) in FY2025 & Basin 2 in FY2026.

Justification

Department Objective: Maintenance and upkeep of City owned Facilities

Expenditures	2025	2026	2027	2028	2029	Total
Construction/Maintenance	85,000	89,600				174,600
Total	85,000	89,600				174,600

Funding Sources	2025	2026	2027	2028	2029	Total
Sewer Fund	85,000	89,600				174,600
Total	85,000	89,600				174,600

Budget Impact/Other

City of Storm Lake, Iowa
Capital Improvement Plan
 2025 thru 2029

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2025	2026	2027	2028	2029	Total
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
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			11,275,582	4,069,300	4,406,000	14,897,000	57,443,000	92,090,882

Capital Improvement Plan

City of Storm Lake, Iowa

2025 *thru* 2029

Project # WD-23-03
Project Name Cast Main Replacement

Type Construction
Useful Life 20 years
Category Water

Department Water Distribution
Contact Matthew Beckman
Priority 1 Critical



Description

Total Project Cost: \$208,000

Replace cast iron mains with C-900 plastic. Cast iron mains are under-sized and have reached useful service life. Suspect many have lead joints. Would replace 1200-1500 ft per year.

Justification

Administrative Goal: Maintain City-wide Infrastructure improvements

City Council Goal: Utility Infrastructure

Expenditures	2025	2026	2027	2028	2029	Total
Construction/Maintenance	50,000	50,000	50,000	50,000		200,000
Engineering	2,000	2,000	2,000	2,000		8,000
Total	52,000	52,000	52,000	52,000		208,000

Funding Sources	2025	2026	2027	2028	2029	Total
Water Fund	52,000	52,000	52,000	52,000		208,000
Total	52,000	52,000	52,000	52,000		208,000

Budget Impact/Other

Capital Improvement Plan

City of Storm Lake, Iowa

2025 *thru* 2029

Project # WD-25-02
Project Name Trench Kit

Type Equipment
Useful Life 7 years
Category Water

Department Water Distribution
Contact Matthew Beckman
Priority 2 Very Important



Description

Total Project Cost: \$25,000

Paratech basic 12 shore trench kit.

This shoring kit would be used during water and sewer repairs.

Justification

Department Objective: Maintenance and replacement of City Equipment.

Department Objective: Staff Safety.

Expenditures	2025	2026	2027	2028	2029	Total
Equip/Vehicles/Furnishings	25,000					25,000
Total	25,000					25,000

Funding Sources	2025	2026	2027	2028	2029	Total
Sewer Fund	12,500					12,500
Water Fund	12,500					12,500
Total	25,000					25,000

Budget Impact/Other

Capital Improvement Plan

City of Storm Lake, Iowa

Data in Year 2025

Project # WP-22-04
Project Name Water Tower #5

Type Construction
Useful Life 40 years
Category Buildings

Department Water Plant
Contact Matthew Beckman
Priority 1 Critical



Description **Total Project Cost:** \$7,937,117

Water Tower for Treated water storage

New 1.75 million gallon composite water tower

The capacity of the facility is close to its limit.

The City of Storm Lake Water System has an existing water storage deficit of 195,000 gallons and a projected increase to this deficit of 655,000 gallons over the next twenty years for a total deficit of 850,000 gallons. New elevated storage will be required to ensure a long-term water storage solution.

Justification

Administrative Goal: Maintain City-wide Infrastructure improvements

Department Objective: Maintenance and upkeep of City owned Facilities

City Council Goal: Utility Infrastructure

IDNR Water Treatment Report

Expenditures	2025	2026	2027	2028	2029	Total
Construction/Maintenance	7,360,117					7,360,117
Engineering	577,000					577,000
Total	7,937,117					7,937,117

Funding Sources	2025	2026	2027	2028	2029	Total
CDBG	500,000					500,000
SRF Loan	7,401,117					7,401,117
Water Fund	36,000					36,000
Total	7,937,117					7,937,117

Budget Impact/Other

Capital Improvement Plan

City of Storm Lake, Iowa

Data in Year 2025

Project # WP-23-16
Project Name Well 15 Replacement (New Well 22)

Type Construction **Department** Water Plant
Useful Life 20 years **Contact** Matthew Beckman
Category Water **Priority** 1 Critical



Description **Total Project Cost:** \$2,236,465

Replace Well 15 with a new Dakota aquifer well and retire/decommission Well 15.

Well 15 is a Dakota aquifer well that has been in service since 1990. It is currently rated at 800 gpm, has been decreasing in capacity, has already been relined, and needs to be replaced based on age and performance.

Justification

Administrative Goal: Maintain City-wide Infrastructure improvements

Department Objective: Provide and replace equipment for staff to service the public

City Council Goal: Utility Infrastructure

IDNR Water Treatment Report

Expenditures	2025	2026	2027	2028	2029	Total
Construction/Maintenance	2,236,465					2,236,465
Total	2,236,465					2,236,465

Funding Sources	2025	2026	2027	2028	2029	Total
CDBG	500,000					500,000
SRF Loan	1,736,465					1,736,465
Total	2,236,465					2,236,465

Budget Impact/Other

Capital Improvement Plan

City of Storm Lake, Iowa

2025 *thru* 2029

Project # WP-23-17
Project Name Well Rehab

Type Construction
Useful Life 40 years
Category Water

Department Water Plant
Contact Matthew Beckman
Priority 1 Critical



Description

Total Project Cost: \$1,560,000

Well rehab. Well contractors recommend maintenance every 3-5 years. Our wells run almost continuous without much of a break. We have 8 wells and need to maintenance two per year to keep a five year rotation. Preventative maintenance is more economical than emergency repairs. Having the wells pulled will also help us determine the conditions of the well itself for future planning.

Justification

Administrative Goal: Maintain City-wide Infrastructure improvements

Department Objective: Maintenance and upkeep of City owned Facilities

City Council Goal: Utility Infrastructure

Expenditures	2025	2026	2027	2028	2029	Total	Future
Construction/Maintenance	260,000	260,000	260,000	260,000	260,000	1,300,000	260,000
Total	260,000	260,000	260,000	260,000	260,000	1,300,000	Total

Funding Sources	2025	2026	2027	2028	2029	Total	Future
Water Fund	260,000	260,000	260,000	260,000	260,000	1,300,000	260,000
Total	260,000	260,000	260,000	260,000	260,000	1,300,000	Total

Budget Impact/Other

Capital Improvement Plan

City of Storm Lake, Iowa

2025 *thru* 2029

Project # WP-24-06
Project Name Test Well Exploration

Type Construction **Department** Water Plant
Useful Life 2 years **Contact** Matthew Beckman
Category Water **Priority** 1 Critical



Description

Total Project Cost: \$130,000

Testing potential site location for a new well. The WTP will need additional wells. This service will determine feasible locations.

Justification

Administrative Goal: Maintain City-wide Infrastructure improvements

City Council Goal: Utility Infrastructure

IDNR Water Treatment Report

Prior	Expenditures	2025	2026	2027	2028	2029	Total
65,000	Construction/Maintenance	65,000					65,000
Total	Total	65,000					65,000

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
65,000	Water Fund	65,000					65,000
Total	Total	65,000					65,000

Budget Impact/Other

Capital Improvement Plan

City of Storm Lake, Iowa

2025 *thru* 2029

Project # WP-25-04
Project Name Skid Loader

Type Equipment
Useful Life 10 years
Category Water

Department Water Plant
Contact Matthew Beckman
Priority 2 Very Important



Description

Total Project Cost: \$130,000

Replace existing 2013 Bobcat T-870 Skidloader. The skid loader has 1050 Hours. The skid loader has needed numerous big repairs the past couple years. Due to part delays, we have had to rent a skid loader to keep our lime press operation going.

Justification

Department Objective: Maintenance and replacement of City Equipment.

Expenditures	2025	2026	2027	2028	2029	Total
Equip/Vehicles/Furnishings	130,000					130,000
Total	130,000					130,000

Funding Sources	2025	2026	2027	2028	2029	Total
Trade-In	65,000					65,000
Water Fund	65,000					65,000
Total	130,000					130,000

Budget Impact/Other

Capital Improvement Plan

City of Storm Lake, Iowa

2025 *thru* 2029

Project # WP-25-06
Project Name Flygt Sludge Pump

Type Equipment
Useful Life 5 years
Category Water

Department Water Plant
Contact Matthew Beckman
Priority 2 Very Important



Description

Total Project Cost: \$20,000

These pumps pump sludge from both basins out to our thickener. There are two pumps that pump sludge from a pit out to our storage thickener numerous times throughout the day. These pumps are in a corrosive environment pumping corrosive material. The flygt pumps are critical to our daily water production.

Justification

Department Objective: Maintenance and replacement of City Equipment.

Department Objective: Maintain proper sludge blanket for water quality.

Expenditures	2025	2026	2027	2028	2029	Total
Equip/Vehicles/Furnishings	20,000					20,000
Total	20,000					20,000

Funding Sources	2025	2026	2027	2028	2029	Total
Water Fund	20,000					20,000
Total	20,000					20,000

Budget Impact/Other

Capital Improvement Plan

City of Storm Lake, Iowa

Data in Year 2025

Project # WP-25-08
Project Name New Pickup Truck

Type Vehicle
Useful Life 10 years
Category Vehicles

Department Water Plant
Contact Matthew Beckman
Priority 2 Very Important



Description

Total Project Cost: \$70,000

Addition of service truck. We are short a vehicle when it comes to daily tasks. Having a service truck will benefit staff for work done away from the plant such as wells, water plants, and other sites.

Justification

Department objective: Provide and replace equipment for staff to service the public

Expenditures	2025	2026	2027	2028	2029	Total
Equip/Vehicles/Furnishings	70,000					70,000
Total	70,000					70,000

Funding Sources	2025	2026	2027	2028	2029	Total
Water Fund	70,000					70,000
Total	70,000					70,000

Budget Impact/Other

Capital Improvement Plan

2025 *thru* 2029

City of Storm Lake, Iowa

Project # WP-25-10
Project Name Shallow Well (New Well 23)

Type Construction **Department** Water Plant
Useful Life 20 years **Contact** Matthew Beckman
Category Water **Priority** 1 Critical



Description

Total Project Cost: \$1,755,000

Adding a shallow well. Our existing shallow wells are old and running on their last bit of life. Shallow wells provide the best water quality to help even out our deeper wells water quality.

Justification

Administrative goal: Maintain City-wide Infrastructure Improvements

City Council Goal: Utility Infrastructure

Department Objective: Maintenance and up keep of City owned Facilities

This was outlined in ISG's Water Supply Study

Expenditures	2025	2026	2027	2028	2029	Total
Planning/Design	255,000					255,000
Construction/Maintenance		1,500,000				1,500,000
Total	255,000	1,500,000				1,755,000

Funding Sources	2025	2026	2027	2028	2029	Total
Water Fund	255,000	1,500,000				1,755,000
Total	255,000	1,500,000				1,755,000

Budget Impact/Other

Capital Improvement Plan

City of Storm Lake, Iowa

Data in Year 2025

Project # WP-25-12
Project Name Well Land Acquisition

Type Unassigned
Useful Life 40 years
Category Water
Department Water Plant
Contact Matthew Beckman
Priority 1 Critical

Description **Total Project Cost:** \$225,000

Land Aquisition for well or wells. Land is needed to drill and develop wells 23, 24, and 25

Justification

Administrative goal: Maintain City-wide Infrastructure Improvements

City Council Goal: Utility Infrastructure

Department Objective: Maintenance and up keep of City owned Facilities

This was outlined in ISG's Water Supply Study.

Expenditures	2025	2026	2027	2028	2029	Total
Land Acquisition	225,000					225,000
Total	225,000					225,000

Funding Sources	2025	2026	2027	2028	2029	Total
Water Fund	225,000					225,000
Total	225,000					225,000

Budget Impact/Other

City of Storm Lake, Iowa
Capital Improvement Plan
 2025 *thru* 2029

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2025	2026	2027	2028	2029	Total
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
GRAND TOTAL			120,000	50,000	159,000		119,000	448,000

Capital Improvement Plan

City of Storm Lake, Iowa

Data in Year 2025

Project # STW-25-01
Project Name 5th & NW Pipe Replacement

Type Improvement
Useful Life 40 years
Category Storm Sewer/Drainage

Department Storm Water
Contact Brandon Ripke
Priority 1 Critical



Description

Total Project Cost: \$30,000

Storm Water Pipe Replacement at 5th & NW. These areas were determined to be in need of repair by staff and have been designed by Beck Engineering

Justification

Administrative Goal: Maintain City-wide Infrastructure improvements.

City Council Goal: Utility Infrastructure.

Expenditures	2025	2026	2027	2028	2029	Total
Construction/Maintenance	30,000					30,000
Total	30,000					30,000

Funding Sources	2025	2026	2027	2028	2029	Total
Storm Water	30,000					30,000
Total	30,000					30,000

Budget Impact/Other

Capital Improvement Plan

City of Storm Lake, Iowa

Data in Year 2025

Project # STW-25-02
Project Name 12th & Lake Drainage Project

Type Construction **Department** Storm Water
Useful Life 40 years **Contact** Brandon Ripke
Category Storm Sewer/Drainage **Priority** 1 Critical



Description

Total Project Cost: \$20,000

These areas were determined to be in need of repair by staff and have been designed by Beck Engineering

Justification

Administrative Goal: Maintain City-wide Infrastructure improvements.

City Council Goal: Utility Infrastructure.

Expenditures	2025	2026	2027	2028	2029	Total
Construction/Maintenance	20,000					20,000
Total	20,000					20,000

Funding Sources	2025	2026	2027	2028	2029	Total
Storm Water	20,000					20,000
Total	20,000					20,000

Budget Impact/Other

Capital Improvement Plan

Data in Year 2025

City of Storm Lake, Iowa

Project # STW-28-01
Project Name N Seneca SW Improvements

Type Construction
Useful Life 20 years
Category Storm Sewer/Drainage

Department Storm Water
Contact Brandon Ripke
Priority 2 Very Important



Description **Total Project Cost:** \$70,000

Seneca Street does not drain storm water and ponds in the street. Beck Engineering has proposed 2 options to repair and get it to drain properly. Option 1 is to run a pipe to South Windsor and option 2 includes heavy pavement removal. Option 1 is \$40,000 Option 2 is \$66,000

Justification

Administrative Goal: Maintain City-wide Infrastructure improvements.

City Council Goal: Utility Infrastructure.

Expenditures	2025	2026	2027	2028	2029	Total
Construction/Maintenance	70,000					70,000
Total	70,000					70,000

Funding Sources	2025	2026	2027	2028	2029	Total
Storm Water	70,000					70,000
Total	70,000					70,000

Budget Impact/Other

City of Storm Lake, Iowa
Capital Improvement Plan
 2025 *thru* 2029

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2025	2026	2027	2028	2029	Total
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
GRAND TOTAL			186,250	186,250	186,250	186,250	186,250	931,250

Capital Improvement Plan

2025 *thru* 2029

City of Storm Lake, Iowa

Project # KP-17-04

Project Name Resort Remodel and Refresh

Type Unassigned

Department King's Pointe

Useful Life 15 years

Contact Amy Von Bank

Category King's Pointe

Priority 1 Critical



Description

Total Project Cost: \$1,117,500

Remodel and refresh of the resort.

Justification

Department Objective: Maintenance and upkeep of City owned Facilities

City Council Goal: Community Recreation

Expenditures	2025	2026	2027	2028	2029	Total	Future
Construction/Maintenance	186,250	186,250	186,250	186,250	186,250	931,250	186,250
Total	186,250	186,250	186,250	186,250	186,250	931,250	Total

Funding Sources	2025	2026	2027	2028	2029	Total	Future
LOST	186,250	186,250	186,250	186,250	186,250	931,250	186,250
Total	186,250	186,250	186,250	186,250	186,250	931,250	Total

Budget Impact/Other

Staff Summary

01/15/2024

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: Brian Oakleaf Finance Director

SUBJECT: **Motion Setting Public Hearing for Fiscal Year 2025-2029 Proposed Capital Improvement Plan**

BACKGROUND: Staff recommends setting a Public Hearing for February 5th, 2024 at 5:00 p.m. in City Council Chambers to be held prior to action on the Capital Improvement Plan for Fiscal Years 2025-2029

FISCAL IMPACT: The Cost of Publication

RECOMMENDATION: Set a Public Hearing for February 5th, 2024 at 5:00 p.m. in City Council Chambers to be held prior to action on the Capital Improvement Plan for Fiscal Years 2025-2029.

ATTACHMENTS:
[Public Hearing Notice.pdf](#)

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Storm Lake, Iowa will hold a public hearing to adopt the Fiscal Year 2025-2029 Capital Improvement Plan.

This public hearing will be held by the City Council at City Hall on February 5, 2024 at 5:00 pm. At said time and place, any person(s) interested is invited to appear to present their objections to or arguments for the proposed plan.

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