

**CITY OF STORM LAKE
REGULAR COUNCIL SESSION MEETING,
CITY HALL
COUNCIL CHAMBERS
SEPTEMBER 5, 2023
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. [BVU Noise Variance Request for Outdoor Movie](#)
 - 4. [SLPD City Code Enforcement Summary](#)
- E. **Unfinished Business**
- F. **New Business**
 - 1. [Ordinance No. 01-O-2023-2024 Request For A Zoning Ordinance Map Amendment For a Parcel Currently Located In The GI General Industrial Zoning District - 3rd Reading](#)
 - 2. [Public Hearing On The Proposed Vacation Of The Public Right-Of-Way In A Portion Of Marshall Avenue](#)
 - 3. [Ordinance No. 02-O-2023-2024 Vacating The Public Right-Of-Way In A Portion of Marshall Avenue In The City of Storm Lake.](#)
 - 4. [Motion to Select Woodruff Construction and Approve a Contract for Construction Management Services for the King's Pointe Resort Remodel Project](#)

5. Motion To Approve City Attorney Engagement Letter
6. Worksession on Liquor License Requested Report
7. City Council and Storm Lake United Executive Board Joint Work Session
8. City Council Requested Items
9. Closed Session Reference Iowa Code Chapter 21.5 (c) Matters of Litigation

G. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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

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Find us on the Web at <http://www.stormlake.org>

Staff Summary

09/05/2023

Agenda Item # D.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: Mayra Martinez City Clerk

SUBJECT: **Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of Bills
- King's Pointe & Sunrise Pointe Disbursements ,
- Approve August 21, 2023 City Council Minutes
- Approve Renewal Liquor Licenses for Pro Day Spa and Elements,
- Approve BVU Noise Variance Request For An Outdoor Movie
- Approve to Change Regular Council Meeting from Monday, January 1, 2024 Observed Date For The New Year's Day Holiday to Tuesday, September 2nd, 2024
- Approve Buy Local Information
- Approve Storm Lake Police Department City Code Enforcement Update

FISCAL IMPACT:

- City Will Pay The Following Expenditures:
- List of Bills: \$ 572,599.39
- King's Pointe & Sunrise Pointe Golf Course Bills: \$344,302.04
-

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

[9/5/2023 City Expense Report.pdf](#)

[9/5/2023 King's Pointe Claims 8.17.2023 to 8.30.2023.xlsx](#)

[08/21/2023 CC Minutes.pdf](#)

[Pro-Day Spa Liquor Application 2023.pdf](#)



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 08/24/2023 - 09/06/2023

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Storm Lake Garage Door Service, LLC	BVC	Overhead Doors	3,812.97
Joyce's Greenery	BVC	Spooner Family Sign Maint- July 2023	770.00
Jane Gonzalez	BVC	2023 Band Participation	180.00
Ava Graham	BVC	2023 Band Participation	165.00
Buena Vista County Solid Waste	BVC	Recycling	882.44
Marlyne Magana	BVC	2023 Band Participation	120.00
Ashley Gonzalez Yanez	BVC	2023 Band Participation	120.00
Maxwell Wallace	BVC	2023 Band Participation	120.00
Elaina Buckendahl	BVC	2023 Band Participation	100.00
Daynia Jolie Werner	BVC	2023 Band Participation	90.00
Piper Graham	BVC	2023 Band Participation	90.00
Buena Vista County Solid Waste	BVC	Recycling	86.32
Sarah Cummins	BVC	2023 Band Participation	75.00
Barbara A Wells	BVC	2023 Band Participation	75.00
Rodney Shedenhelm	BVC	2023 Band Participation	60.00
Buena Vista County Solid Waste	BVC	Recycling	5.00
BVC Total:			6,751.73
Contract/Agreement			
SCE, LLC	Contract/Agreement	Pay #7 (Final) of 4th Street Watermain Impr	20,547.81
Hali-Brite, Inc	Contract/Agreement	Airport Beacon Light	14,838.43
Contract/Agreement Total:			35,386.24
Local			
Stanton Electric, Inc	Local	Band Shell Electrical Upgrades	7,554.31
Stille Pierce & Pertzborn	Local	Add 3 Trucks	3,403.00
Bomgaars Supply, Inc	Local	Supplies	2,782.99
Stanton Electric, Inc	Local	Sludge Building Outlet Installation	2,364.09
Arnold Motor Supply, LLP	Local	Supplies	2,003.66
Smith Concrete Service Inc	Local	Concrete	1,479.00
Stanton Electric, Inc	Local	Great Lawn Power Repairs	2,179.28
Smith Concrete Service Inc	Local	Concrete	1,035.30
Michael P. Reinert	Local	Supplies	979.00
Reding's Gravel & Excavating Co., Inc	Local	Rock	925.83
Vanish LLC	Local	Towing Services	840.00
Melanders TV & Appliances	Local	Freezer	799.99
Smith Concrete Service Inc	Local	Concrete	573.75
L & G Products, Inc	Local	Rack Supplies	570.00
Smith Concrete Service Inc	Local	Concrete	545.70
A & A Automotive	Local	Alternator Services- Less Tax	543.12
Bill Turner	Local	8/10/2023 Sewer Backup	494.47
Smith Concrete Service Inc	Local	Concrete	471.75
Arctic Glacier International Inc	Local	Ice	465.80
Smith Concrete Service Inc	Local	Concrete	397.80
Edwards Storm Lake	Local	Services- Less Tax	374.12
L & G Products, Inc	Local	Racking Supplies	715.00
WalMart #01-1526	Local	Supplies	349.40
Matthew Pearson	Local	2023 Band Participation	308.00
Rebnord Technologies, Inc	Local	Monitor & Keyboard	273.95
Arctic Glacier International Inc	Local	Ice	268.60
Logan Thomas Musel	Local	2023 Band Participation	265.00
Plumbing & Heating Wholesale, Inc	Local	Pump	261.29
Qwest Corporation	Local	Phone Service	246.36
Lynn Hardt	Local	2023 Band Participation	208.00
Kristie Pearson	Local	2023 Band Participation	208.00

My Buy Local_v1
Payment Date Range: 08/24/2023 - 09/06/2023

Vendor Name	Buy Local Info	Payable Description	Total Payments
Shannon R Poor Bear	Local	2023 Band Participation	208.00
Daniel Eisenstein	Local	2023 Band Participation	208.00
Plumbing & Heating Wholesale, Inc	Local	Ball Valve	206.96
Katrin Alexis Musel	Local	2023 Band Participation	200.00
Plumbing & Heating Wholesale, Inc	Local	Pump	195.75
Brock Jordan	Local	2023 Band Participation	150.00
Lisette G Luna	Local	2023 Band Participation	143.00
Alan Ernesto Bermudez Terezon	Local	2024 Band Participation	143.00
Alexander Almanza	Local	2023 Band Participation	143.00
Madelyn Sue Hogrefe	Local	2023 Band Participation	120.00
Kylee Carson Shannon	Local	2023 Band Participation	120.00
Annelyaily Rojo-Gonzalez	Local	2023 Band Participation	120.00
Michael P. Reinert	Local	Tubes	112.75
Stanton Electric, Inc	Local	Site 403 Repairs	111.97
Visual Edge Inc	Local	Copier Maintenance Agreement	106.94
Cindy M. Mickens	Local	2023 Band Participation	105.00
Silvia Kampbell	Local	2023 Band Participation	100.00
Bianca Dayanna Alvarado	Local	2023 Band Participation	100.00
Jacob Edmund Mills	Local	2023 Band Participation	90.00
Miranda Mills	Local	2023 Band Participation	90.00
Jackson R. Mills	Local	2023 Band Participation	90.00
Brian Lou Chea	Local	2023 Band Participation	90.00
Miriam Tejeda Huerta	Local	2023 Band Participation	90.00
Salli Jane Nichols	Local	2023 Band Participation	90.00
O'Reilly Automotive Inc	Local	Filters	75.71
Stanton Electric, Inc	Local	Street Dance Service	75.00
Marie Hardt	Local	2023 Band Participation	75.00
Kaitlyn Xiong	Local	2023 Band Participation	60.00
Melanie Hauser	Local	2023 Band Participation	60.00
Yarixsa Anahi Castillo	Local	2023 Band Participation	60.00
Fastenal Company	Local	Supplies	59.54
Brisayde Johanna Lopez Canahui	Local	2023 Band Participation	50.00
Michael Rust	Local	Chap Repairs	40.00
Daniela Corona	Local	2023 Band Participation	30.00
Dennis Freking	Local	2023 Band Participation	30.00
Vetter Equipment	Local	Supplies	15.39
North Lake Truck Repair	Local	Plug	10.60
O'Reilly Automotive Inc	Local	Cleaner	7.99
Plumbing & Heating Wholesale, Inc	Local	Service Charge	3.92

Local Total: 37,674.08
Non-Local

Molecular Repair Concepts, Inc	Non-Local	Belzona Products- Headworks & Clarifier Bui	36,946.92
WesTech Engineering, Inc	Non-Local	Clarifier Scraper Blades	28,488.78
Eastern Aviation Fuels, Inc	Non-Local	Jet Fuel	25,981.49
Clouser Plumbing Technologies, Inc	Non-Local	Valves	22,500.00
W.S. Bunch Co.	Non-Local	Belzona to Clarifier Building	17,973.00
Surface Pro LLC	Non-Local	Resurfaced 4 Pickleball Courts	15,500.00
120 Water Audit, Inc	Non-Local	Annual Subscription	12,700.00
Mississippi Lime Company	Non-Local	Lime	34,360.03
R & J Material Handling, Ltd	Non-Local	Snow Blower Replacement	11,892.92
Hupp Electric Motors	Non-Local	Crane Repairs	4,973.15
Dakota Supply Group	Non-Local	Storm Drain Supplies	4,890.00
Hawkins, Inc	Non-Local	Chemicals	3,516.05
NW Iowa Planning & Development Comm	Non-Local	SHIELD Draw FY2024	3,500.00
EMC Insurance Casualty Company	Non-Local	Claim#1769355- Holstein Electric	2,641.65
Linde Inc	Non-Local	Carbon Dioxide	2,325.87
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	2,001.75
Consolidated Fleet Services, Inc	Non-Local	Ladders	1,649.40
H&H Dockworks, LLC	Non-Local	Precast Dock Supplies- Less Tax	1,615.50
Ahlrs & Cooney, P.C.	Non-Local	Convenience Store DA Services	1,583.00

My Buy Local_v1
Payment Date Range: 08/24/2023 - 09/06/2023

Vendor Name	Buy Local Info	Payable Description	Total Payments
Environmental Systems Research Institut	Non-Local	FY2024 Licenses	1,535.00
SGS, LLC	Non-Local	Garbage Services	1,290.75
Siouxland Turf Products	Non-Local	Seed	1,080.00
General Traffic Controls, Inc	Non-Local	Service Call- Seneca & Milwaukee	1,037.00
Response Graphics & Embroidery, LLC	Non-Local	Uniforms	891.43
Plan It Software LLC	Non-Local	2023 CIP Software License	800.00
Doolittle Oil Co, Inc	Non-Local	2 Cycle Fuel	654.50
Lawler Fixture Company	Non-Local	Ice Machine Repairs	568.45
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	542.75
W. W. Grainger, Inc	Non-Local	Supplies	540.26
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	464.00
Boji Portable Toilets Inc	Non-Local	Portable Toilet Rentals	400.00
Ed M. Feld Equipment Company, Inc	Non-Local	Uniform	687.99
Dave's Sand & Gravel, Inc	Non-Local	Sand- Less Tax	288.82
Ahlers & Cooney, P.C.	Non-Local	Urban Renewal Matters	250.00
Holiday Inn Des Moines Airport	Non-Local	Hotel Stay- Nieland - 8/22/2023	248.64
Ed M. Feld Equipment Company, Inc	Non-Local	Key Sets	224.95
David Y Brown	Non-Local	2023 Band Participation	208.00
Response Graphics & Embroidery, LLC	Non-Local	Uniform	190.11
David Hickman	Non-Local	2023 Band Participation	180.00
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	177.19
Alpha Wireless Communications	Non-Local	FCC License Renewal	145.00
Diana Marie Werner	Non-Local	2023 Band Participation	135.00
Keith Moe	Non-Local	2023 Band Participation	120.00
Rena J. Groen	Non-Local	2023 Band Participation	120.00
Ace Sign Displays	Non-Local	Sign	98.00
ABC Pest Control, Inc	Non-Local	Pest Control Service- Quarterly	90.00
Shaela Graham	Non-Local	2023 Band Participation	80.00
Iowa Lakes Regional Water	Non-Local	Water Service	79.19
Laura Hanna	Non-Local	2023 Band Participation	75.00
Patricia A Moe	Non-Local	2023 Band Participation	75.00
Lavila Nelson	Non-Local	2023 Band Participation	75.00
Trevor Kruger	Non-Local	P12 Chip Repair	65.00
Cintas First Aid & Safety	Non-Local	First Aid Supplies	62.20
ABC Pest Control, Inc	Non-Local	Monthly Pest Control Service	47.90
UPS	Non-Local	Shipping	45.69
Douglas Alan Krejci	Non-Local	2023 Band Participation	45.00
Steven A Beeck	Non-Local	Window Cleaning Service	43.00
Secretary of State	Non-Local	2023 Notary Renewal- Martinez	30.00
Madison Grace Krejci	Non-Local	2023 Band Participation	30.00
Ahlers & Cooney, P.C.	Non-Local	Urban Revit Services	25.00
UPS	Non-Local	Shipping	9.20
Hawkins, Inc	Non-Local	Deposit Returns	-180.00
Non-Local Total:			248,614.53
Payroll/Refunds			
Custodian of Petty Cash- Jean Cashman	Payroll/Refunds	Postage	16.00
Payroll/Refunds Total:			16.00
Grand Total:			328,442.58

King's Pointe Resort

Claims Publication

From 8/17/2023 to 8/30/2023

Vendor	Description	Amount
3E Electrical Engineering	Services	\$ 164.24
ACCO Unlimited Corporation	Services	\$ 181.33
Amazon Capital Services, Inc	Services	\$ 345.57
Bomgaars Supply Inc.	Supplies	\$ 281.92
Burke Engineering Sales Company	Supplies	\$ 351.00
BV Glass Co.	Services	\$ 491.25
Cintas Corporation	Supplies	\$ 4,705.64
Consolidated Hospitality	Services	\$ 2,560.20
CTM North American	Services	\$ 13.90
Doll Distribution	Beverages	\$ 1,025.00
ECOLAB	Supplies	\$ 868.99
Foundation Analytical Lab	Services	\$ 66.00
Frigitec Inc.	Supplies	\$ 435.57
Garbage Hauling Services	Utilities	\$ 26.75
Grainger	Supplies	\$ 421.88
GuestSupply	Supplies	\$ 6,189.61
Hawk-I Electric	Services	\$ 4,025.07
Hermel Wholesale	Supplies	\$ 855.93
HyVee	Beverages	\$ 1,103.51
Imagine The Possibilities Inc	Services	\$ 120.00
Iowa Information Inc.	Services	\$ 37.10
Iowa Sportsman	Advertising	\$ 400.00
JJJ&H Inc DBA as Vizergy	Services	\$ 1,241.45
Johnson Brothers	Beverages	\$ 824.00
Joyce's Greenhouse	Services	\$ 5,516.74
KAYL/KKIA	Advertising	\$ 424.00
KCAU TV	Advertising	\$ 500.00
KTIV	Advertising	\$ 1,365.00
Laurens House of Print, LTD	Supplies	\$ 2,768.45
Loffredo Fresh Foods Inc	Food	\$ 434.07
Long Lines LLC	Utilities	\$ 1,043.09
M3 Accounting Services Inc.	Services	\$ 995.00
Martin Brothers	Food	\$ 19,462.17
MidAmerican Energy	Utilities	\$ 25,798.98
Mood Media North AmHolding LLC	Services	\$ 119.45
Northern Lights	Supplies	\$ 345.28
Office Elements	Supplies	\$ 222.40
ONYX CenterSource	Services	\$ 11.90
Pepsi Beverages Company	Beverages	\$ 1,375.20
Plumbing and Heating Wholesale, Inc.	Services	\$ 1,263.07
Quore Systems, LLC	Services	\$ 285.00
Rebnord Technologies, Inc.	Services	\$ 2,988.33

Rent-All Inc.	Services	\$ 105.93
Rolloff Dumpster Rental of Iowa INC.	Services	\$ 1,001.44
Sceptre Hospitality Resources, LLC	Services	\$ 3,282.33
Shift 4	Services	\$ 596.00
Speed's Auto Supply Inc.	Services	\$ 11.50
Storm Lake Ace Hardware	Supplies	\$ 794.77
Storm Lake Times	Advertising	\$ 300.00
Sysco Iowa, Inc.	Food	\$ 16,307.50
SYS-KOOL, LLC	Supplies	\$ 955.00
Travel and Transport, Inc.	Services	\$ 50.57
Verde Outdoor Media LLC	Advertising	\$ 1,850.00
Vista Paints	Services	\$ 74.55
Visual Edge IT, INC	Services	\$ 382.55
W-O Mgmt- June/July '23	Contract	\$ 57,381.36
W-O Payroll 8/17	Payroll	\$ 169,328.60
World Travel Service, Inc.	Services	\$ 11.90
Zone Home Entertainment	Supplies	\$ 214.00
		\$ 344,302.04

CITY OF STORM LAKE REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS, AUGUST 21, 2023, 5:00 PM

Present: Mayor Michael Porsch, Council Members Matt Ricklefs, Tyson Rice, Maggie Martinez and Kevin McKinney. Council Member Maria Ramos attended via Zoom.

Staff Present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, King's Pointe Manager Amy Von Bank, Chief Chris Cole, Fire Chief Glenn Schlessler, Public Works Director Matt Beckman, Building and Code Compliance Director Scott Olesen, Library Director Elizabeth Huff, Development Services Specialist Lee Dutfeld, Communications Coordinator Dana Larsen, Public Services Supervisor Brandon Ripke, Finance Director Brian Oakleaf, City Clerk Mayra Martinez and Staff Accountant Tyler Gibbins.

Media Present: Ryan Thompson-KAYL Radio and Amber Mohmand – The Storm Lake Times and Pilot

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 McKinney. Vote: All ayes. Motion carried.

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

Hear the Public – None from the public.

Mayor Porsch read a proclamation that proclaimed August 20, 2023, to August 26, 2023 as Iowa Water and Wastewater Week. Mayor Porsch thanked the City's Water and Wastewater employees for the work they do and your service to our community.

Consent Agenda - Moved by Council Member McKinney to approve List of Bills Check #'s 80305 through 80360, EFT #'s 1186, 4388 through 4440, DFT #'s 1961 through 1972, 1973 through 2001, King's Pointe & Sunrise Pointe Disbursements, August 7, 2023, City Council Minutes, acknowledge the June 2023 Library minutes and the June 2023 Airport minutes, approve a new liquor license for Restaurante La Esquina Del Sabor, approve renewal liquor licenses for Boz-Wellz, Elements, and MMS @ BVU, approve to change the regular Council meeting from Monday, September 4, 2023, observed for Labor Day Holiday on Tuesday, September 5th, 2023, approve a noise variance request for the Buddhist Temple, approve Buy Local Information, approve Storm Lake Police Department City Code Enforcement Update. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Unfinished Business – No items at this time.

New Business

City Attorney Presentations – Two law firms gave presentations to City Council members and staff providing information regarding their firms, the history of their firms and discussed the services they offer.

Moved by Council Member Martinez to approve Ahlers and Cooney as the City Attorney and direct City Manager to execute proper documents. Seconded by Council Member Ricklefs. Vote: 3 ayes and 2 nay(s). Motion carried.

Map Amendment 1703 E Lakeshore Drive - Moved by Council Member Martinez to approve second reading of Ordinance No. 01-O-2023-2024 request for a Zoning Ordinance Map amendment for a parcel currently located in the GI General Industrial Zoning District. Seconded by Council Member Ricklefs. Roll call vote: All ayes. Motion carried.

ArcGIS Online Development - Moved by Council Member McKinney to approve a Professional Service Agreement with Bolton & Menk for the Arc GIS Online Development in the amount not to exceed \$25,000. Seconded by Council Member Martinez. Vote: All ayes. Motion carried.

Hazard Mitigation 2023 - Mayor Porsch opened the public hearing on proposed adoption of the 2023-2028 Buena Vista County Hazard Mitigation Plan stating this was the time and place for any comments. Hearing no comments and no objections received prior to this public hearing from the Public or City Council, Mayor Porsch closed the public hearing.

Moved by Council Member Martinez to adopt Resolution No. 04-R-2023-2024 of the City of Storm Lake adopting a Hazard Mitigation Plan for Buena Vista County 2023-2028. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

City of Storm Lake, Iowa Resolution

Adopting Hazard Mitigation Plan

Resolution No. 04-R-2023-2024

A RESOLUTION OF THE CITY COUNCIL OF STORM LAKE, IOWA ADOPTING A HAZARD MITIGATION PLAN FOR BUENA VISTA COUNTY

WHEREAS, the City council of Storm Lake, Iowa has authorized the development of a Multi-Jurisdictional Hazard Mitigation Plan for Buena Vista County; and,

WHEREAS, a Public Hearing has been held in the City Hall for the purposes of obtaining citizen input on the Multi-Jurisdictional Hazard Mitigation Plan.

NOW THEREFORE BE IT RESOLVED, that the City Council of Storm Lake, Iowa, herewith adopts said plan, incorporating citizen comment and recommendations.

PASSED AND ADOPTED THIS 21ST DAY OF AUGUST 2023.

SIGNED:

ATTEST:

Michael Porsch, Mayor

Mayra A. Martinez, City Clerk

West 6th Street Utilities - Moved by Council Member Ricklefs to adopt Resolution No. 05-R-2023-2024 approving final completion, Change Order No. 2 with an increase of \$300.49, Change Order No. 3 with a decrease of \$3,827.00, for a total cost of \$238,741.49 and Close Out of 2022 West 6th Street Utilities Extension project. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 05-R-2023-2024

RESOLUTION ADOPTING CHANGE ORDER NO. 2, CHANGE ORDER NO. 3, CLOSE OUT FOR THE 2022 WEST 6TH STREET UTILITIES EXTENSION PROJECT

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the West 6th Street Utilities Extension Project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law; and

WHEREAS, a contract in the amount of \$228,818.00 was awarded to Empire Excavation for the project; and

WHEREAS, Change Order No. 1, approved May 15, 2023, increased the project cost in the amount of \$13,450.00 to the contract for a total contract amount of \$242,268.00

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

Section 1. That Change Order No.2 for the 2022 West 6th Street Utilities Extension Project is hereby approved in the amount of \$300.49 increasing the total contract price to \$242,568.49.

Section 2. That Change Order No. 3 for the 2022 West 6th Street Utilities Extension Project is hereby approved in the amount of -\$3,827.00 for a decrease of total contract price to \$238,741.49.

Section 3. That the Mayor and Clerk are hereby directed to execute Change Order No. 2, Change Order No. 3, make final payment and complete project closeout for the 2022 West 6th Street Utilities Extension Project.

PASSED AND APPROVED this 21st day of August 2023.

Michael Porsch, Mayor ATTEST:

Mayra A. Martinez, City Clerk

Kwik Trip, Inc. - Moved by Council Member Rice to adopt Resolution No. 06-R-2023-2023 approving reasonable competitive bidding procedures for disposition of certain property located within the Storm Lake Industrial Park Urban Renewal Area; directing publication of related notices; and declaring the intent of the City to accept the offer submitted by Kwik Trip, Inc, in the event that no qualified competing proposals are submitted. Seconded by Council Member Ricklefs. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 06-R-2023-2024

RESOLUTION APPROVING REASONABLE COMPETITIVE BIDDING PROCEDURES FOR DISPOSITION OF CERTAIN PROPERTY LOCATED WITHIN THE STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA; DIRECTING PUBLICATION OF RELATED NOTICES; AND DECLARING THE INTENT OF THE CITY TO ACCEPT THE OFFER SUBMITTED BY KWIK TRIP, INC. IN THE EVENT THAT NO QUALIFIED COMPETING PROPOSALS ARE SUBMITTED

WHEREAS, by Resolution No. 33-R-91-92, adopted September 16, 1991, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Storm Lake Industrial Park Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Storm Lake Industrial Park Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Buena Vista County; and

WHEREAS, the Plan has subsequently been amended nine times, lastly by the adoption of Amendment No. 9 to the Plan, adopted by Resolution No. 53-R-2022-2023, adopted April 3, 2023; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City of Storm Lake (the "City") has received a proposal from Kwik Trip, Inc. (the "Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City and Developer, pursuant to which, among other things, the City would agree to convey to Developer certain City-owned real property within the Urban Renewal Area as defined and legally described in the Agreement (the "Marshall Avenue Property"); further the Agreement would require Developer to construct a 9,100 square foot convenience store to include gas canopy, side diesel, detached car wash, and all related site improvements on property within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"); and

WHEREAS, the Agreement further contemplates that the City will complete the relocation of existing storm sewer infrastructure (the "Storm Sewer Relocation") and construct certain Public Improvements (as defined in the Agreement) in support of the Project, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement provides that the Developer will pay the City \$65,000 for the Marshall Avenue Property and will also pay the City an amount equal to the City's costs for the Storm Sewer Relocation, less \$65,000; and

WHEREAS, because the Marshall Avenue Property is located within an urban renewal area, the City's conveyance of the Marshall Avenue Property to Developer is subject to the provisions of Iowa Code Section 403.8; and

WHEREAS, in order to comply with Iowa Code Section 403.8, the City is establishing competitive bidding procedures for the disposition of the Marshall Avenue Property and inviting all persons interested in submitting a competing offer for the Marshall Avenue Property to submit a proposal meeting the requirements set forth herein; and

WHEREAS, to both recognize the proposal already received from the Developer (in the form of the Agreement) for the Marshall Avenue Property, and to give full and fair opportunity for other developers interested in submitting a proposal for the sale of the Marshall Avenue Property, by adoption of this Resolution this Council is: (i) determining a fair value of the Marshall Avenue Property, (ii) approving the minimum requirements for sale of the Marshall Avenue Property, (iii) approving "reasonable competitive bidding procedures" for disposition of the Marshall Avenue Property, and (iv) declare the City's intent to accept the Agreement if no qualifying competing proposals are received; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate activities and objectives of the Plan within the meaning of Iowa Code Chapter 403, taking into account the factors set forth therein; and

WHEREAS, to comply with the procedural requirements of the Iowa Code Chapter 403 and other Iowa Code provisions, pursuant to Section 364.6 of the City Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. The property offered for sale in accordance with the terms and conditions contained in this Resolution is legally described as follows:

That part of Marshall Avenue, Meier's Second Subdivision, City of Storm Lake, Buena Vista County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of Block 2, Meier's Second Subdivision; thence S89°55'58"W on the North line of said Block 2, a distance of 486.46 feet to the Northwest corner of said Block 2; thence N00°37'22"E on the West Right-of-Way line of said Marshall Avenue, a distance of 213.49 feet to the North Right-of-Way line of said Marshall Avenue; thence N89°12'40"E on said North Right-of-Way line, a distance of 60.02 feet to the Northwest

corner of Block 1, said Meier's Second Subdivision; thence S00°37'22"W on the West line of said Block 1, a distance of 154.50 feet to the Southwest corner of said Block 1; thence N89°55'58"E on the South line of said Block 1, a distance of 425.14 feet to the Southeast corner of said Block 1; thence S00°38'07"E on the East Right-of-way line of said Marshall Avenue, a distance of 60.00 feet to the point of beginning, containing 0.88 Acres and is further subject to any and all Easements.

For this Survey, the East line of Meier's Second Subdivision is assumed to bear S 00°38'07" E.

Section 2. This action of the Council shall be considered to be and does hereby constitute notice to all persons interested in bidding for the sale of the Marshall Avenue Property of the opportunity to submit a proposal for purchase and development of the Marshall Avenue Property meeting the requirements set forth herein which this Council has determined to be a reasonable competitive bidding process. Written proposals for the purchase of the Marshall Avenue Property must be received by the City Clerk at or before 12:00 P.M. (Noon) on September 22, 2023. Said proposals must be received by the City Clerk's office, by personal delivery or postal mail to City Hall, 620 Erie Street, Storm Lake, Iowa. Each proposal will then be publicly opened by the City Clerk or the City Clerk's designee at the hour of 1:00 P.M. in the City Clerk's office, on that same date. The City Clerk, or the City Clerk's designee, is hereby authorized and directed to make a preliminary analysis of each such proposal for compliance with the minimum requirements established by this Council herein and to advise the Council with respect thereto. Said proposals will then be presented to the City Council during a public hearing at the Council meeting which begins at 5:00 P.M. at the Council meeting on October 2, 2023. The Council shall judge the strength of the proposals meeting the foregoing minimum requirements by the criteria set forth herein, and may make the final selection of a proposal or may reject any and all proposals received.

Section 3. It is hereby determined that in order to qualify for consideration for selection, each bidder must submit a proposal which contains terms no less favorable to the City than those set forth in the Agreement submitted by the Developer, and which must include and provide for the bidder's purchase of the Marshall Avenue Property at not less than the fair value.

Section 4. It is hereby determined, based on investigation by the City, that the proposed price of \$65,000, in conjunction with the other promises and representations of Developer contained in the Agreement, is equal to or greater than fair value for the Marshall Avenue Property, and is hereby approved. The proposed price and the terms of payment as described in the Agreement are hereby approved; a copy of the Agreement is on file with the City Clerk, a copy of which is available by contacting the City Clerk's office at (712)732-8000 or martinez@stormlake.org.

Section 5. It is hereby determined that the Agreement submitted by the Developer satisfies the requirements of this offering and is approved as to form, subject to modifications as determined appropriate by the City Council, a copy of which Agreement is available from the City Clerk's office.

Section 6. It is hereby determined that the Developer possesses the qualifications, financial resources, and legal ability necessary to purchase the Marshall Avenue Property in the manner proposed by this offering and in accordance with the Plan.

Section 7. This action of the Council shall be considered to be and does hereby constitute notice to all concerned of the intention of this Council to accept the Agreement with the Developer for

the sale of the Marshall Avenue Property unless a qualified competing proposal is timely received that in the Council's judgement, is superior to the Agreement.<mailto:clerk@cityofclintoniowa.us>

Section 8. The City Clerk is hereby directed to cause at least one publication to be made of a notice of competitive bidding, in a legal newspaper having general circulation in the community, said publication to be at least thirty (30) days prior to the date competing proposals are due, which notice shall be in substantially the following form:

NOTICE OF COMPETITIVE BIDDING FOR THE DISPOSITION OF
CERTAIN PROPERTY LOCATED WITHIN THE STORM LAKE
INDUSTRIAL PARK URBAN RENEWAL AREA PURSUANT TO
COMPETITIVE CRITERIA AND PROCEDURES

PUBLIC NOTICE is hereby given that the City of Storm Lake, Iowa (the "City") has received a proposal in the form of an Agreement for Private Development (the "Agreement") from Kwik Trip, Inc. (the "Developer") related to the sale of certain City-owned property (the "Marshall Avenue Property"), which is located within the Storm Lake Industrial Park Urban Renewal area, and more particularly described as follows:

That part of Marshall Avenue, Meier's Second Subdivision, City of Storm Lake, Buena Vista County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of Block 2, Meier's Second Subdivision; thence S89°55'58"W on the North line of said Block 2, a distance of 486.46 feet to the Northwest corner of said Block 2; thence N00°37'22"E on the West Right-of-Way line of said Marshall Avenue, a distance of 213.49 feet to the North Right-of-Way line of said Marshall Avenue; thence N89°12'40"E on said North Right-of-Way line, a distance of 60.02 feet to the Northwest corner of Block 1, said Meier's Second Subdivision; thence S00°37'22"W on the West line of said Block 1, a distance of 154.50 feet to the Southwest corner of said Block 1; thence N89°55'58"E on the South line of said Block 1, a distance of 425.14 feet to the Southeast corner of said Block 1; thence S00°38'07"E on the East Right-of-way line of said Marshall Avenue, a distance of 60.00 feet to the point of beginning, containing 0.88 Acres and is further subject to any and all Easements.

For this Survey, the East line of Meier's Second Subdivision is assumed to bear S 00°38'07" E.

The Agreement proposes that the City would sell the Marshall Avenue Property to Developer for \$65,000, under the terms and conditions set forth in the Agreement, including that the Developer will pay the City an amount equal to the City's costs to relocate certain storm sewer infrastructure, less \$65,000, and that Developer use the Marshall Avenue Property and adjacent property (together, the "Development Property") to construct a 9,100 square foot convenience store to include gas canopy, side diesel, detached car wash, and all related site improvements.

In order to comply with Iowa Code Section 403.8, the City has established reasonably competitive bidding procedures for the anticipated disposition of the Marshall Avenue Property and all persons interested in submitting a competing proposal for the purchase of the Marshall Avenue Property (as legally described above) should submit a proposal meeting the requirements set forth herein:

1. In order to qualify for consideration for selection, each bidder must submit a proposal that contains terms no less favorable to the City than those set forth in the Agreement submitted by Developer. A copy of the Agreement is available for public inspection by contacting the City Clerk's office during regular business hours.
2. In order to qualify for consideration for selection, each bidder must submit a proposal that provides for the bidder's purchase of the Marshall Avenue Property at not less than

fair value in accordance with Iowa Code Section 403.8. The City Council has determined that the Agreement's proposed sale price for the Marshall Avenue Property of \$65,000, in conjunction with the other obligations and representations contained in the Agreement, is equal to or greater than fair value.

3. Written proposals for the purchase of the Marshall Avenue Property must be received by the City Clerk's office at or before **12:00 PM (Noon) on September 22, 2023**, by personal delivery [or postal mail to the City Clerk at](#) City Hall, 620 Erie Street, Storm Lake, Iowa.

Each qualifying competing proposal received will be publicly opened by the City Clerk or her designee in the City Clerk's office at 1:00 P.M. on September 22, 2023, and will be presented to the City Council during a public hearing at the Council meeting which begins at 5:00 P.M. at the Council meeting on October 2, 2023. The Council shall judge the strength of the proposals meeting the foregoing minimum requirements by the criteria set forth above and may make the final evaluation and selection of a proposal pr may reject and or all proposals.

In the event that no other qualified proposals are timely submitted, the City intends to enter into the Agreement with the Developer, and sell the Marshall Avenue Property to Developer under the terms and conditions of the proposed Agreement.

This notice is given by order of the City Council of the City of Storm Lake in the State of Iowa, as provided by Sections 364.6 and 403.8 of the Code of Iowa.

Dated this _____ day of _____, 2023.

City Clerk, City of Storm Lake in the State of Iowa

(End of Notice)

Section 9. That this Council shall hold a public hearing at its meeting which begins at 5:00 P.M. on October 2, 2023, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, for the purpose of taking action on the matter of the proposal to accept the proposed Agreement with Kwik Trip, Inc., and convey real property thereunder.

Section 10. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said public hearing, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 11. The notice of the public hearing and proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE
CITY OF STORM LAKE IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO CONVEY REAL PROPERTY

TO KWIK TRIP, INC. PURSUANT TO A PROPOSED
AGREEMENT FOR PRIVATE DEVELOPMENT, AND THE
HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake in the State of Iowa, will hold a public hearing before itself at its meeting that commences at 5:00 P.M. on October 4, 2023, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take action on the proposal to enter into an Agreement for Private Development (the "Agreement") with Kwik Trip, Inc. (the "Developer"), and the proposal to convey certain real property (the "Marshall Avenue Property") located within the Storm Lake Industrial Park Urban Renewal Area to the Developer, pursuant to the terms and conditions of the Agreement. The Marshall Avenue Property is legally described as:

That part of Marshall Avenue, Meier's Second Subdivision, City of Storm Lake, Buena Vista County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of Block 2, Meier's Second Subdivision; thence S89°55'58"W on the North line of said Block 2, a distance of 486.46 feet to the Northwest corner of said Block 2; thence N00°37'22"E on the West Right-of-Way line of said Marshall Avenue, a distance of 213.49 feet to the North Right-of-Way line of said Marshall Avenue; thence N89°12'40"E on said North Right-of-Way line, a distance of 60.02 feet to the Northwest corner of Block 1, said Meier's Second Subdivision; thence S00°37'22"W on the West line of said Block 1, a distance of 154.50 feet to the Southwest corner of said Block 1; thence N89°55'58"E on the South line of said Block 1, a distance of 425.14 feet to the Southeast corner of said Block 1; thence S00°38'07"E on the East Right-of-way line of said Marshall Avenue, a distance of 60.00 feet to the point of beginning, containing 0.88 Acres and is further subject to any and all Easements.

For this Survey, the East line of Meier's Second Subdivision is assumed to bear S 00°38'07" E.

The Agreement proposes that the City would sell the Marshall Avenue Property to Developer for \$65,000, under the terms and conditions set forth in the Agreement, including that the Developer will pay the City an amount equal to the City's costs to relocate certain storm sewer infrastructure, less \$65,000, and that Developer use the Marshall Avenue Property and adjacent property (together, the "Development Property") to construct a 9,100 square foot convenience store to include gas canopy, side diesel, detached car wash, and all related site improvements.

The Agreement further contemplates that the City will complete certain Public Improvements (as defined in the Agreement) in support of the Project, under the terms and following satisfaction of the conditions set forth in the Agreement.

A copy of the Agreement is on file in the office of the City Clerk. The proposal may be subject to additional conditions as may be stated either in the Agreement, the resolution of the City Council, or documents entered into between the parties.

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

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council may at this meeting or at any adjournment thereof, take additional action to approve the Agreement or to modify the Agreement, or may abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Storm Lake in the State of Iowa, as provided by Sections 364.6, 364.7, and 403.8 of the Code of Iowa.

Dated this _____ day of _____, 2023.

City Clerk, City of Storm Lake in the State of
Iowa

(End of Notice)

PASSED AND APPROVED this 21st day of August, 2023.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Marshall Avenue- Moved by Council Member Ramos to adopt Resolution No. 07-R-2023-2024 setting the date of September 5, 2023, at 5:00 pm in City Council Chambers for a Public Hearing on the proposed vacation of the public Right of Way in a portion of Marchall Avenue. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 07-R-2023-2024

**RESOLUTION SETTING DATE FOR A PUBLIC HEARING ON
THE PROPOSED VACATION OF THE PUBLIC RIGHT-OF-
WAY IN A PORTION OF MARSHALL AVENUE**

WHEREAS, the City of Storm Lake, Iowa (the “City”) proposes to vacate the portion of the Marshall Avenue right-of-way described as follows:

That part of Marshall Avenue, Meier's Second Subdivision, City of Storm Lake, Buena Vista County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of Block 2, Meier's Second Subdivision; thence S89°55'58"W on the North line of said Block 2, a distance of 486.46 feet to the Northwest corner of said Block 2; thence N00°37'22"E on the West Right-of-Way line of said Marshall Avenue, a distance of 213.49 feet to the North Right-of-Way line of said Marshall Avenue; thence N89°12'40"E on said North Right-of-Way line, a distance of 60.02 feet to the Northwest corner of Block 1, said Meier's Second Subdivision; thence S00°37'22"W on the West line of said Block 1, a distance of 154.50 feet to the Southwest corner of said Block 1; thence N89°55'58"E on the South line of said Block 1, a distance of 425.14 feet to the Southeast corner of said Block 1; thence S00°38'07"E on the East Right-of-way line of said Marshall Avenue, a distance of 60.00 feet to the point of beginning, containing 0.88 Acres and is further subject to any and all Easements.

For this Survey, the East line of Meier's Second Subdivision is assumed to bear S 00°38'07" E.

WHEREAS, Iowa Code Sections 306.11 and 364.12(2)(a) require that public ways be vacated by ordinance, after published notice and public hearing; and

WHEREAS, Iowa Code Section 306.12 requires that notice of the public hearing be published in a newspaper of general circulation in the county where the road is located and further requires all adjoining property owners and affected utility companies be notified by certified mail regarding the proposed vacation; and

WHEREAS the City Council wishes to give proper consideration to the proposed vacation as required by law.

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

Section 1. That this Council shall hold a public hearing at its meeting which begins at 5:00 P.M. on September 5, 2023, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, for the purpose of taking action on the matter of the proposal to vacate the above-described public right-of-way.

Section 2. The City Clerk is hereby directed to send notice of the hearing by certified mail to all adjoining property owners and all utility companies whose facilities adjoin or are on the above-described public right-of-way.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of public hearing, in a legal newspaper having general circulation in Buena Vista County, said publication to be not less than four (4) nor more than twenty (20) days prior to the date set for public hearing, which notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON THE PROPOSED VACATION OF
THE PUBLIC RIGHT-OF-WAY IN A PORTION OF MARSHALL AVENUE
IN THE CITY OF STORM LAKE

The City of Storm Lake hereby gives notice that at the regular meeting of the City Council on September 5, 2023, which meeting begins at 5:00 P.M. in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, the City Council will hold a public hearing and consider whether to approve by ordinance the vacation of the following public right-of-way, to wit:

That part of Marshall Avenue, Meier's Second Subdivision, City of Storm Lake, Buena Vista County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of Block 2, Meier's Second Subdivision; thence S89°55'58"W on the North line of said Block 2, a distance of 486.46 feet to the Northwest corner of said Block 2; thence N00°37'22"E on the West Right-of-Way line of said Marshall Avenue, a distance of 213.49 feet to the North Right-of-Way line of said Marshall Avenue; thence N89°12'40"E on said North Right-of-Way line, a distance of 60.02 feet to the Northwest corner of Block 1, said Meier's Second Subdivision; thence S00°37'22"W on the West line of said Block 1, a distance of 154.50 feet to the Southwest corner of said Block 1; thence N89°55'58"E on the South line of said Block 1, a distance of 425.14 feet to the Southeast corner of said Block 1; thence S00°38'07"E on the East Right-of-way line of said Marshall Avenue, a distance of 60.00 feet to the point of beginning, containing 0.88 Acres and is further subject to any and all Easements.

For this Survey, the East line of Meier's Second Subdivision is assumed to bear S 00°38'07" E.

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

This notice is given by order of the City Council of the City of Storm Lake in the State of Iowa, as provided by Sections 364.12 and 306.12 of the Code of Iowa.

Dated this _____ day of _____, 2023.

City Clerk, City of Storm Lake in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 21st day of August, 2023.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Memorial Road Street & Utilities Improvements - Moved by Council Member McKinney to approve a Professional Services Agreement with Bolton & Menk for the 2024 Memorial Road Street and Utilities improvements project for an amount not to exceed \$336,980 for design engineering and bidding services. Seconded by Council Member Ricklefs. Vote: All ayes. Motion carried.

City Council Requested Items - City Manager Navratil informed Council members that we will be discussing the liquor license Council requested item on September 5th also an update of SLU at the September 5th Council meeting.

Adjourn - Moved by Council Member Ramos to adjourn at 6:03 pm. Seconded by Council Member McKinney. Vote: All ayes. Motion carried.



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Martha Smith

NAME OF BUSINESS(DBA)

PRO DAY SPA

BUSINESS

(712) 732-6064

ADDRESS OF PREMISES

111 Sale Barn Road

PREMISES SUITE/APT NUMBER

suite 9

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

111 Sale Barn Road

CITY

Storm Lake

STATE

Iowa

ZIP

50588

Contact Person

NAME

Martha F Smith

PHONE

(712) 299-5615

EMAIL

nailartgreen@yahoo.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Special Class C Retail Native
Wine License

12 Month

Submitted
to Local
Authority

EFFECTIVE DATE

EXPIRATION DATE

LAST DAY OF BUSINESS

SUB-PERMIT

Special Class C Retail Native Wine License

PRIVILEGES

Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Martha Smith	Storm Lake	Iowa	50588	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Aug 14, 2023

POLICY EXPIRATION DATE

Aug 13, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Staff Summary

09/05/2023

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

\$6,751.73

Contract/Agreement	\$35,386.24
Local	\$37,674.08
Non-Local	\$248,614.53
Payroll/Refunds, PyrlTax & Ins	244,172.81
Total Expenses:	572,599.39
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:
[9/5/2023 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	174,107.75	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	125,880.00	125,824.50	0.00	125,824.50	55.50
OT5.128791	Runway 17/35 Lighting Replacement	410,741.68	410,741.68	49,949.26	14,838.43	64,787.69	345,953.99
19-22797	Memorial Lift Station Improvements	2,533,320.00	877.16	2,544,600.96	0.00	2,544,600.96	-11,280.96
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	168,963.04	0.00	168,963.04	1,600,965.96
22-26815	W 6th Street Utilities Extension	314,241.49	314,241.49	302,988.71	0.00	302,988.71	11,252.78
22-27926	Storm Lake WTP- Well #22	129,200.00	129,200.00	55,917.75	0.00	55,917.75	73,282.25
23-29446	WWTP UV Disinfection Building	25,300.00	25,300.00	3,970.00	0.00	3,970.00	21,330.00
23-29447	College & 3rd St Lift Station Replacem...	185,000.00	185,000.00	9,200.00	0.00	9,200.00	175,800.00
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	464,848.92	0.00	464,848.92	295,251.23
New	Lead Service Line Replacement Prelim...	15,500.00	15,500.00	0.00	0.00	0.00	15,500.00
New3	Memorial Road Street & Utility Impro...	336,980.00	336,980.00	0.00	0.00	0.00	336,980.00
OP1.125220	4th Street Watermain Improvement P...	553,406.16	553,406.16	552,291.35	20,547.81	572,839.16	-19,433.00
P11.118940	Oneida Street Reconstruction from RR...	2,526,433.98	-2,121.56	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	4,154,967.63	0.00	4,154,967.63	506,098.22
SP21122	SL Library CDBG- COVID (CV) Grant	677,887.25	677,887.25	597,971.43	0.00	597,971.43	79,915.82
Report Total:		24,110,725.80	14,388,661.57	12,256,380.19	35,386.24	12,291,766.43	11,818,959.37

Group Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	410,741.68	410,741.68	49,949.26	14,838.43	64,787.69	345,953.99
ARPA Project	760,100.15	760,100.15	464,848.92	0.00	464,848.92	295,251.23
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	778,115.49	753,560.33	0.00	753,560.33	24,555.16
Library Project	677,887.25	677,887.25	597,971.43	0.00	597,971.43	79,915.82
Sanitary Sewer Projects	2,743,620.00	211,177.16	2,557,770.96	0.00	2,557,770.96	185,849.04
Street Construction	7,698,587.58	508,966.19	6,842,397.16	0.00	6,842,397.16	856,190.42
Water Project	2,468,035.16	2,468,035.16	777,172.14	20,547.81	797,719.95	1,670,315.21
Report Total:	24,110,725.80	14,388,661.57	12,256,380.19	35,386.24	12,291,766.43	11,818,959.37

Type Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	13,208,984.23	3,486,920.00	10,480,328.97	20,547.81	10,500,876.78	2,708,107.45
Federal/State Grant	1,170,841.83	1,170,841.83	514,798.18	14,838.43	529,636.61	641,205.22
Grant	9,476,519.74	9,476,519.74	1,031,778.54	0.00	1,031,778.54	8,444,741.20

Staff Summary

09/05/2023

Agenda Item # D.3.



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: Chris Cole Police Chief

SUBJECT: **BVU Noise Variance Request for Outdoor Movie**

BACKGROUND: Megan Wescoat of BVU has requested a noise variance for an outdoor movie playing on the lawn of the Rec House located at 27 Peterson Drive on Friday September 8th from 7PM to 11:30 PM.

See attached request letter.

FISCAL IMPACT: None

RECOMMENDATION: Approve request

ATTACHMENTS:
[20230831130415619.pdf](#)

August 31, 2023

Chris Cole
Chief of Police
401 East Milwaukee Ave.
Storm Lake, Iowa 50588

Dear Chief Cole:

BVU is holding a Rec After Dark event at the Rec House on Friday night, September 8 as a part of our Weeks of Welcome. We are wanting to play a movie on the lawn right outside the Rec House which will cause more noise from that area than normal.

We are requesting a noise variance for the following times:

Friday, September 8:

7:00pm-11:30pm – Movie playing outside the Rec House and use of fire pit.

We appreciate your consideration of the above requests and if additional information is needed, please contact Megan Wescoat, Director of Community and Student Engagement, at 816-679-6075. Thank you for your help in making this year's welcome back activities a success for the Buena Vista University and Storm Lake community.

Sincerely,

Megan Wescoat
Director of Community and Student Engagement
Buena Vista University
610 West 4th Street
Storm Lake, Iowa 50588

Staff Summary

09/05/2023

Agenda Item # D.4.



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

REPORT TO: Honorable Mayor & Council
FROM: Chris Cole Police Chief
SUBJECT: **SLPD City Code Enforcement Summary**

BACKGROUND: 8/16/2023 TO 8/29/2023

Tall Grass and Weeds – 57

Accumulate Trash – 2

Accumulate Junk – 18

Grass Clippings – 6

Junk Vehicle – 2

Tree/Bushes over roadway – 2

Total – 87

Citations – 0

White Summons - 11

FISCAL IMPACT: None

RECOMMENDATION: None

ATTACHMENTS:

Staff Summary

09/05/2023

Agenda Item # F.1.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez

SUBJECT: **Ordinance No. 01-O-2023-2024 Request For A Zoning Ordinance Map Amendment For a Parcel Currently Located In The GI General Industrial Zoning District - 3rd Reading**

BACKGROUND: The applicant, Marty Rath, has purchased a parcel of land from the adjoining property owner. Mr. Rath would like the option at some future date to utilize the new parcel in conjunction with his motel. Mr. Rath's existing motel property is zoned CC, Community Commercial Zoning, and motels are a permitted use in this district. The new parcel is currently zoned as GI, General Industrial Zoning, and would not permit a motel to be located on it.

The proposed re-zoning is an extension of the adjoining CC, Community Commercial Zoning District.

The Planning and Zoning Commission reviewed the request for a change in Zoning from the GI, General Industrial to the CC, Community Commercial Zoning District and recommended approval based on findings that the request was in compliance with the Comprehensive Plan by a vote of 4-0 at their August 1, 2023 meeting.

COMPREHENSIVE PLAN RELATIONSHIP The Storm Lake Comprehensive Plan in Chapter Four "Community Development and Land Use " lists on pages 4-22 and 4-23, Goal 1, item 2: "Promote growth within the current city boundary that takes advantage of existing infrastructure capacities.", item 8: "Promote continued maintenance and redevelopment in existing strip commercial areas throughout the community.", and item 10: "Establish zoning categories and regulations that encourage desired forms of development while maintaining community standards."

FISCAL IMPACT: \$200

RECOMMENDATION: Review and approve the request by Marty Rath for a Zoning Map

Amendment to change the zoning of a parcel of land currently zoned as GI, General Industrial Zoning District to CC, Community Commercial District:

~~On the first reading-August 7th, 2023~~

~~On the second reading-August 21st, 2023~~

On the third reading-September 5th, 2023

ATTACHMENTS:

[Ordinance NO. 01-2023-2024 - Rezoning](#)

[Plat of Survey 1703 E Lakeshore Dr.pdf](#)

[2023-2 Zoning Map Amendment 1703 E Lakeshore Public Notice.docx](#)

[Application 2023-2.pdf](#)

[Map with Key.docx](#)

[08072023 - Zoning Request Action Taken.pdf](#)

ORDINANCE NO 01-O-2023-2024

ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF STORM LAKE, IOWA BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE

WHEREAS, after due notice of intended action as provided by law, the City Council of the City of Storm Lake, Iowa, has determined that the zoning ordinance of this City should be amended as set forth below; and

WHEREAS, said action has been recommended by the Planning and Zoning Commission of the City of Storm Lake, Iowa;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa, that, pursuant to Article IV, Section 406 of the Zoning Ordinance of the City of Storm Lake, Iowa, the official zoning map, as referred to therein, is hereby amended as follows:

The real estate parcel legally described as:

LOT A OF LOT 3 OF SECOND AUDITOR’S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST FO THE 5TH P.M., BUENA VISTA COUNTY, IOWA WHICH EXTERIOR BOUNDARY IS MORE FULLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest corner of that part of said Lot 3 of the Second Auditor’s Subdivision as shown on Instrument Number 012746, said point being the Point of Beginning, Thence North 0° 37’ 09” West (Assumed Bearing) on the West Line of said Lot 3, a distance of 121.20 Feet to a 1/2” Rebar with no Cap: Thence North 1° 24’ 33” West on the said West Line, a distance of 108.89 Feet to a 5/8” Bar, said point being the Northeast corner of Lot 4 of the Second Auditor’s Subdivision of the West Half of the Southeast Quarter of said Section; Thence North 89° 41’ 45” East, a distance of 54.44 Feet to a 1/2” Rebar with Yellow Cap #21443; Thence South 0° 56’ 48” West, a distance of 230.99 Feet to a ‘A” Rebar with Yellow Cap #21443, said point being on the North line of that part of said Lot 3 as shown on Instrument Number 012746; Thence North 89° 14’ 45” West on said North Line, a distance of 46.64 Feet to the Point of Beginning and containing an area of 0.26 acres

are hereby rezoned from a district classification of GI (General Industrial) to a district classification of CC (Community Commercial).

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2023

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

INDEX LEGEND	
LOCATION:	LOT 'A' OF LOT 3, 2ND AUDITOR'S SUBD. W 1/2 SE 1/4 SECT. 2-90-37
REQUESTOR:	MARTY PECK
PROPRIETOR:	L&G PRODUCTS, INC
SURVEYOR:	DANIEL G. MESSERICH
COMPANY:	PINPOINT LAND SURVEYING, PLLC
RETURN TO:	DANIEL G. MESSERICH 919 BROOKDALE DRIVE, CARROLL, IOWA 51401 712-790-8513

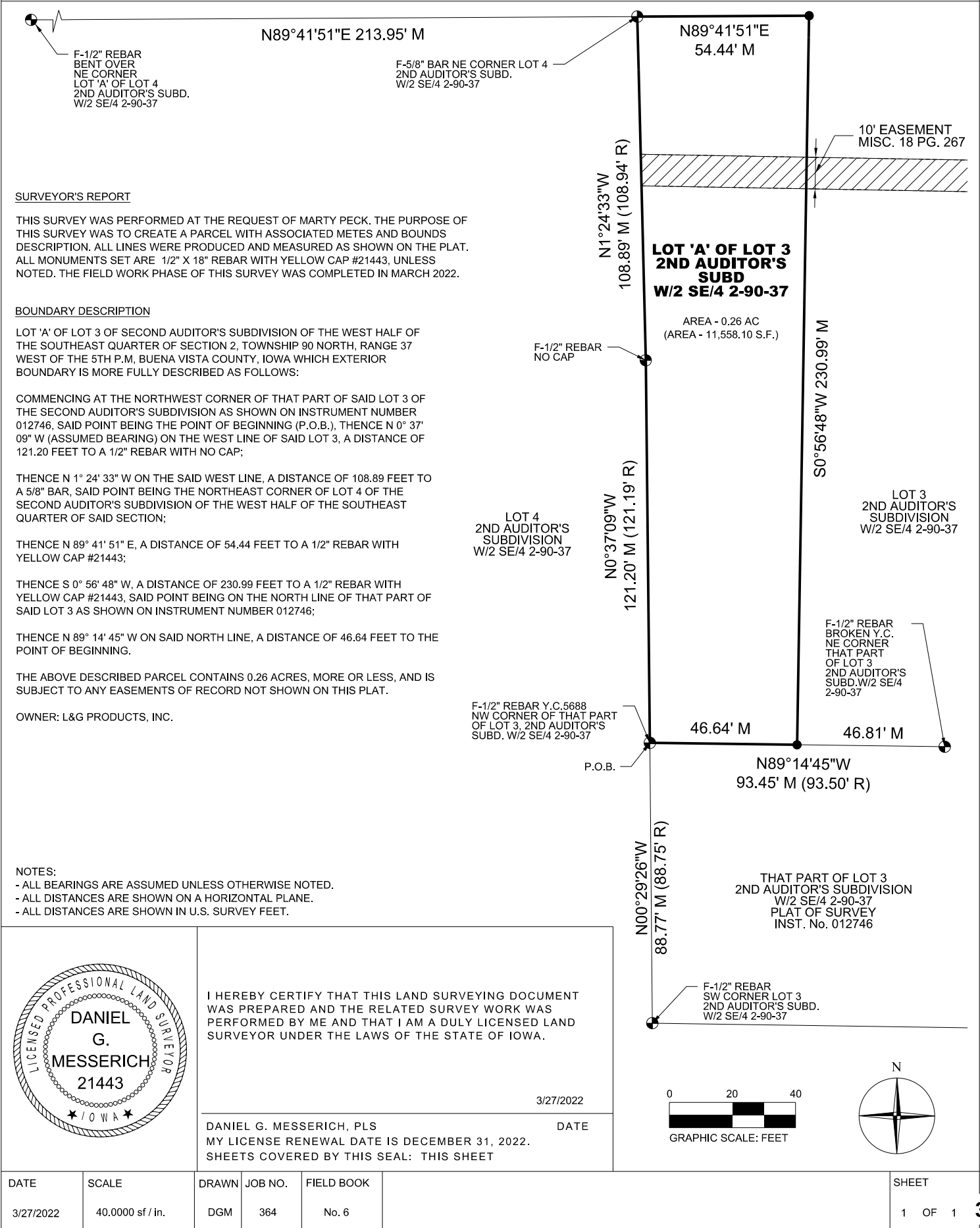
PREPARED BY DANIEL G. MESSERICH, BROOKDALE DRIVE, CARROLL, IOWA 51401, 712-790-8513

PLAT OF SURVEY

LOT 'A' OF LOT 3 OF SECOND AUDITOR'S SUBDIVISION
OF THE WEST HALF OF THE SOUTHEAST QUARTER OF
SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST
OF THE 5TH P.M, BUENA VISTA COUNTY, IOWA



PINPOINT
LAND
SURVEYING





NOTICE TO ADJOINING PROPERTY OWNERS

PLANNING AND ZONING File number: 2023-2

Date: August 1, 2023

AND

CITY COUNCIL
CITY OF STORM LAKE

Date: August 7, 2023

A petition for a Zoning Map Amendment Change Request in the GI General Industrial District as applied to the property described as:

LOT A OF LOT 3 OF SECOND AUDITOR'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST FO THE 5TH P.M., BUENA VISTA COUNTY, IOWA WHICH EXTERIOR BOUNDARY IS MORE FULLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest corner of that part of said Lot 3 of the Second Auditor's Subdivision as shown on Instrument Number 012746, said point being the Point of Beginning, Thence North 0° 37' 09" West (Assumed Bearing) on the West Line of said Lot 3, a distance of 121.20 Feet to a 1/2" Rebar with no Cap: Thence North 1° 24' 33" West on the said West Line, a distance of 108.89 Feet to a 5/8" Bar, said point being the Northeast corner of Lot 4 of the Second Auditor's Subdivision of the West Half of the Southeast Quarter of said Section; Thence North 89° 41' 45" East, a distance of 54.44 Feet to a 1/2" Rebar with Yellow Cap #21443; Thence South 0° 56' 48" West, a distance of 230.99 Feet to a 'A" Rebar with Yellow Cap #21443, said point being on the North line of that part of said Lot 3 as shown on Instrument Number 012746; Thence North 89° 14' 45" West on said North Line, a distance of 46.64 Feet to the Point of Beginning.

has been requested by Marty Rath. The parcel contains 0.26 Acres, more or less, and is subject to any easements of record.

The petition request approval of a Zoning Map Amendment Change in the GI Industrial Zoning District to allow for a change to CC Community Commercial District.

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

A public hearing will be held by the Planning and Zoning Commission on August 1, at 5:30 pm at which time you may appear if you so desire, either in person or by agent or attorney, in opposition to or support of the proposed change in the zoning ordinance to amend the zoning of this parcel from GI to CC. You may attend in person at City Hall, by Telephone: Dial: 1-312-626-6799 or tollfree: 1-888-475-4499 – Zoom Meeting ID 896 6059 2749, or by Computer: <https://us06web.zoom.us/j/89660592749>

Following the hearing the commission will make a recommendation to the City Council relative to the application. The City Council will meet on Monday, August 7 at 5:00 P.M. You may attend in person at City Hall, By Telephone Dial: 1-312-626-6799 or toll-free: 1-888-475-4499 Zoom Meeting ID: 933-2006-3301, or By Computer: <https://zoom.us/j/93320063301>

You, your agent, or your attorney may attend in person or call in to join either or both of the above-described meetings to oppose or support the proposed conditional use application.

You, your agent, or your attorney may attend in person or call in to join either or both of the above-described meetings to oppose or support the proposed zoning ordinance amendment application.

Respectfully submitted,

A handwritten signature in black ink that reads "Scott Olesen". The signature is stylized with a large, looped "S" and a cursive "Olesen".

Scott Olesen
Zoning Administrator

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



PROPERTY ADDRESS:

1601 E. Lakeshore Dr.

PROPERTY OWNER:

Marty Rath

OWNER ADDRESS
(if different than above):

OWNER PHONE NUMBER:

712-830-7207

OWNER EMAIL:

Lighthouseinn67@gmail.com

City of Storm Lake
PO Box 1086
Storm Lake, IA 50588

p (712) 732-8000
f (712) 732-4114

The City of Storm Lake Zoning Ordinance Article 12 Section 1204 establishes the amendment procedure for the Zoning Ordinance and requires the property owner to submit the following information, which must accompany this application before it can be considered by the Planning and Zoning Commission and the City Council.

The legal description and local address of the property.

The present zoning classification and the requested zoning classification.

The existing use of the property and the proposed use of the property.

A statement of the reasons why the applicant feels the present zoning classification is no longer valid.

Attach a plat showing the locations, dimensions and use of the applicant's property and all property within three hundred (300') feet including streets, alleys, railroads, and other physical features.

The request for a rezoning request will be heard by the Planning and Zoning Commission and the City Council at separate meetings.

The City of Storm Lake will notify all property owners within three hundred (300') feet of the applicant's property notifying them of the upcoming hearing.

The City of Storm Lake will notify the applicant of the hearing date.

The City of Storm Lake will publish a public hearing notice in a locally circulated newspaper not less than 7 and no more than 20 days prior to the meeting.

A non refundable application fee of \$200.00 is required at time of the application. The fee will not be refunded if the request is denied by the Planning and Zoning Commission or the City Council.

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL

☐ Text Amendment to the Zoning Ordinance☒ Zoning Map Amendment to the Zoning Ordinance

City of Storm Lake
PO Box 1086
Storm Lake, IA 50588

p (712) 732-8000
f (712) 732-4114

CURRENT ZONING ORDINANCE :

TEXT AMEDEMMENT REQUEST:

ADDRESS OF THE PROPERTY:

LEGAL DESCRIPTION
OF THE PROPERTY:

02-90-37 Storm Lake Corp. Hayes
2nd And S/D W 1/2 SE Lot A of
Lot 3

PRESENT ZONING DISTRICT:

GI, General Industrial District

REQUESTED ZONING DISTRICT:

CC, Community Commercial District

WHY PRESENT ZONING IS NO LONGER VALID:

Area is transforming from Industrial
uses to Commercial uses with the
Lodge across the street.

EXISTING USE OF PROPERTY:

Vacant

PROPOSED USE OF PROPERTY

Lodging

Signature of Property Owner:

X *Marty Roth*

Date:

7-6-2023

City of Storm Lake Use

Meeting Date:

Appeal No.:

Application Fee Paid:

Date Paid:

ZONING REQUEST ACTION TAKEN FORM



I hereby move that the Storm Lake Planning & Zoning Committee make a finding that the requirements for an amendment to the official Zoning map as stated in Article 1204(c) have been met by Marty Rath with regard to the proposed amendment to the official Zoning map set forth in the applicant's application dated July 6, 2023 that we further make the finding that the reasons set forth in the application justify the granting of the amendment to the official Zoning map that will make possible the reasonable use of the land; that we further make the finding in the granting of the amendment to the official Zoning map will be in harmony with the general purpose and intent of this zoning ordinance and comprehensive plan, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare; and that we therefore make recommendation to approve to the City Council that the application for the amendment to the official Zoning map filed on, July 6, 2023 be approved as follows:

An amendment to the official Zoning map from GI General Industrial to CC Community Commercial be applied to the parcel located at 1703 E Lakeshore Drive legal description attached.

Planning & Zoning:

☒ Approve _____ Deny _____ Motion: Duane Miller Second: Ruth Whitmore

Attest:

Murielle Wickstrom 8/1/23 [Signature] 8-1-2023
Chairman, Planning & Zoning Date Zoning Administrator Date

The City Council has reviewed the foregoing application and recommendations and hereby

_____ Approve _____ Deny _____ Motion: _____ Second: _____

Dated this _____

Attest:

Attest:

Mayor

City Clerk

INDEX LEGEND	
LOCATION:	LOT 'A' OF LOT 3, 2ND AUDITOR'S SUBD. W 1/2 SE 1/4 SECT. 2-90-37
REQUESTOR:	MARTY PECK
PROPRIETOR:	L&G PRODUCTS, INC
SURVEYOR:	DANIEL G. MESSERICH
COMPANY:	PINPOINT LAND SURVEYING, PLLC
RETURN TO:	DANIEL G. MESSERICH 919 BROOKDALE DRIVE, CARROLL, IOWA 51401 712-790-8513

PREPARED BY DANIEL G. MESSERICH, BROOKDALE DRIVE, CARROLL, IOWA 51401, 712-790-8513

PLAT OF SURVEY

LOT 'A' OF LOT 3 OF SECOND AUDITOR'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA



PINPOINT
LAND
SURVEYING

SURVEYOR'S REPORT

THIS SURVEY WAS PERFORMED AT THE REQUEST OF MARTY PECK. THE PURPOSE OF THIS SURVEY WAS TO CREATE A PARCEL WITH ASSOCIATED METES AND BOUNDS DESCRIPTION. ALL LINES WERE PRODUCED AND MEASURED AS SHOWN ON THE PLAT. ALL MONUMENTS SET ARE 1/2" X 18" REBAR WITH YELLOW CAP #21443, UNLESS NOTED. THE FIELD WORK PHASE OF THIS SURVEY WAS COMPLETED IN MARCH 2022.

BOUNDARY DESCRIPTION

LOT 'A' OF LOT 3 OF SECOND AUDITOR'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA WHICH EXTERIOR BOUNDARY IS MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THAT PART OF SAID LOT 3 OF THE SECOND AUDITOR'S SUBDIVISION AS SHOWN ON INSTRUMENT NUMBER 012746, SAID POINT BEING THE POINT OF BEGINNING (P.O.B.), THENCE N 0° 37' 09" W (ASSUMED BEARING) ON THE WEST LINE OF SAID LOT 3, A DISTANCE OF 121.20 FEET TO A 1/2" REBAR WITH NO CAP;

THENCE N 1° 24' 33" W ON THE SAID WEST LINE, A DISTANCE OF 108.89 FEET TO A 5/8" BAR, SAID POINT BEING THE NORTHEAST CORNER OF LOT 4 OF THE SECOND AUDITOR'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION;

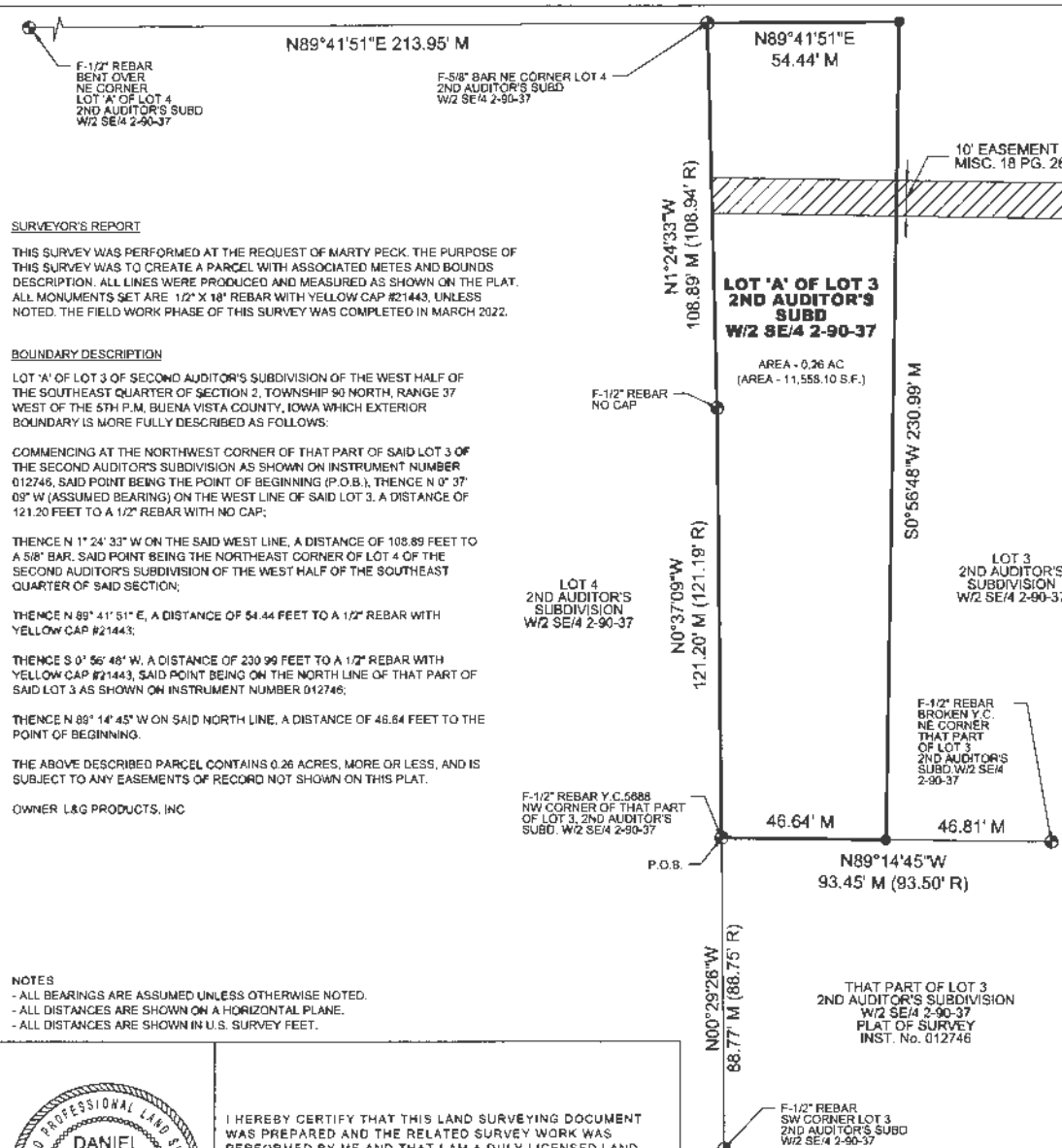
THENCE N 89° 41' 51" E, A DISTANCE OF 54.44 FEET TO A 1/2" REBAR WITH YELLOW CAP #21443;

THENCE S 0° 56' 48" W, A DISTANCE OF 230.99 FEET TO A 1/2" REBAR WITH YELLOW CAP #21443, SAID POINT BEING ON THE NORTH LINE OF THAT PART OF SAID LOT 3 AS SHOWN ON INSTRUMENT NUMBER 012746;

THENCE N 89° 14' 45" W ON SAID NORTH LINE, A DISTANCE OF 46.84 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.26 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD NOT SHOWN ON THIS PLAT.

OWNER: L&G PRODUCTS, INC



**LOT 'A' OF LOT 3
2ND AUDITOR'S
SUBD
W/2 SE/4 2-90-37**

AREA - 0.26 AC
(AREA - 11,558.10 S.F.)

**LOT 3
2ND AUDITOR'S
SUBDIVISION
W/2 SE/4 2-90-37**

**LOT 4
2ND AUDITOR'S
SUBDIVISION
W/2 SE/4 2-90-37**

**THAT PART OF LOT 3
2ND AUDITOR'S SUBDIVISION
W/2 SE/4 2-90-37
PLAT OF SURVEY
INST. No. 012746**

10' EASEMENT
MISC. 18 P.G. 267

F-1/2" REBAR
BENT OVER
NE CORNER
LOT 'A' OF LOT 4
2ND AUDITOR'S SUBD
W/2 SE/4 2-90-37

F-5/8" BAR NE CORNER LOT 4
2ND AUDITOR'S SUBD
W/2 SE/4 2-90-37

F-1/2" REBAR
NO CAP

F-1/2" REBAR Y.C. 5688
NW CORNER OF THAT PART
OF LOT 3, 2ND AUDITOR'S
SUBD. W/2 SE/4 2-90-37

F-1/2" REBAR
BROKEN Y.C.
NE CORNER
THAT PART
OF LOT 3
2ND AUDITOR'S
SUBD W/2 SE/4
2-90-37

F-1/2" REBAR
SW CORNER LOT 3
2ND AUDITOR'S SUBD
W/2 SE/4 2-90-37

P.O.B.

NOTES

- ALL BEARINGS ARE ASSUMED UNLESS OTHERWISE NOTED.
- ALL DISTANCES ARE SHOWN ON A HORIZONTAL PLANE.
- ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

3/27/2022

DANIEL G. MESSERICH, PLS DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022.

SHEETS COVERED BY THIS SEAL: THIS SHEET

GRAPHIC SCALE: FEET

0 20 40



DATE 3/27/2022

SCALE 40,000 ft / in

DRAWN DGM

JOB NO 364

FIELD BOOK No. 6

SHEET 1 OF 1

C:\Users\PmP\OneDrive - Iowa Department of Transportation\Projects\000-PR-15364-Mary Peck\04-Drawings\034-Mary Peck_PDS.dgn

Staff Summary

09/05/2023

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: Lee Dutfield Development Services Sepcialist

SUBJECT: **Public Hearing On The Proposed Vacation Of The Public Right-Of-Way In A Portion Of Marshall Avenue**

BACKGROUND: As part of our Development Agreement with Kwik Trip, Inc. The City of Storm Lake has received an offer to sell Marshall Avenue Public Right-A-Way to the Developer for it's Fair Market Value in the amount of \$65,000. The City intends to accept the Developer's proposal if no competing offers are submitted.

The Agreement proposes that the City would sell the Marshall Avenue Property to Developer for \$65,000, under the terms and conditions set forth in the Development Agreement, including that the Developer will pay the City an amount equal to the City's costs to relocate certain storm sewer infrastructure, less \$65,000, and that Developer use the Marshall Avenue Property and adjacent property (together, the "Development Property") to construct a 9,100 square foot convenience store to include gas canopy, side diesel, detached car wash, and all related site improvements.

The City has no plans to pave or improve Marshall Avenue and recognizes vacation is needed for any future development of that area.

FISCAL IMPACT: There is no fiscal impact for holding the public hearing.

RECOMMENDATION: Open Public Hearing
Accept Oral or Written Comments
Close Public Hearing

ATTACHMENTS:

[Legal Description - Vacated Roadway Easement.pdf](#)
[Fair Market Value Letter 02_16_23 Marshall Ave.pdf](#)
[Marshall Ave Map](#)

INDEX LEGEND

Location: Meier's Second Subdivision - Marshall Avenue

Requestor: Kwik Trip, Inc., Attn: Bradford Fry

Proprietor: City of Storm Lake

Surveyor: David L. Wilberding, P.L.S. #10315

Surveyor Beck Engineering, Inc.

Company: 3301 Zenith Avenue, PO Box 238
Spirit Lake, Iowa 51360

Return To: info@beck-engineering.net (712) 336-3596

CITY OF STORM LAKE, IOWA ROAD VACATION PLAT

SURVEY OF A PARCEL OF LAND LOCATED IN MEIER'S SECOND SUBDIVISION, CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA

Legal Description of Vacated Roadway Easement:

That part of Marshall Avenue, Meier's Second Subdivision, City of Storm Lake, Buena Vista County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of Block 2, Meier's Second Subdivision; thence S89°55'58"W on the North line of said Block 2, a distance of 486.46 feet to the Northwest corner of said Block 2; thence N00°37'22"E on the West Right-of-Way line of said Marshall Avenue, a distance of 213.49 feet to the North Right-of-Way line of said Marshall Avenue; thence N89°12'40"E on said North Right-of-Way line, a distance of 60.02 feet to the Northwest corner of Block 1, said Meier's Second Subdivision; thence S00°37'22"W on the West line of said Block 1, a distance of 154.50 feet to the Southwest corner of said Block 1; thence N89°55'58"E on the South line of said Block 1, a distance of 425.14 feet to the Southeast corner of said Block 1; thence S00°38'07"E on the East Right-of-way line of said Marshall Avenue, a distance of 60.00 feet to the point of beginning, containing 0.88 Acres and is further subject to any and all Easements.

CITY OF STORM LAKE	ROAD: MARSHALL AVENUE	PROJECT #: N/A	PARCEL #: 1
SUBDIVISION: MEIER'S SECOND SUBDIVISION		EASEMENT BEING VACATED: 0.88 ACRES	
OWNER OF RECORD: CITY OF STORM LAKE, IOWA			

LEGEND

FOUND RED CAPPED 1/2" REBAR #11810

FOUND PIPE 1" PIPE OR AS NOTED

FOUND BLUE CAPPED 1/2" x 24" REBAR #10315

SURVEYOR'S NOTE:

-MEIER'S SECOND SUBDIVISION IS A SUBDIVISION OF LOT 3 OF HUBER EXTENSION

BECK ENGINEERING, INC.

BEI

Civil Engineering - Land Surveying
Landscape Architecture

GRAPHIC SCALE

0 35 70
(1" = 70')

BEI PROJECT #: S22317a

SURVEYED: JAN, 2023 BY: MJH

DAVID L. WILBERDING
LICENSED
10315
PLS IOWA PLS
LAND SURVEYOR

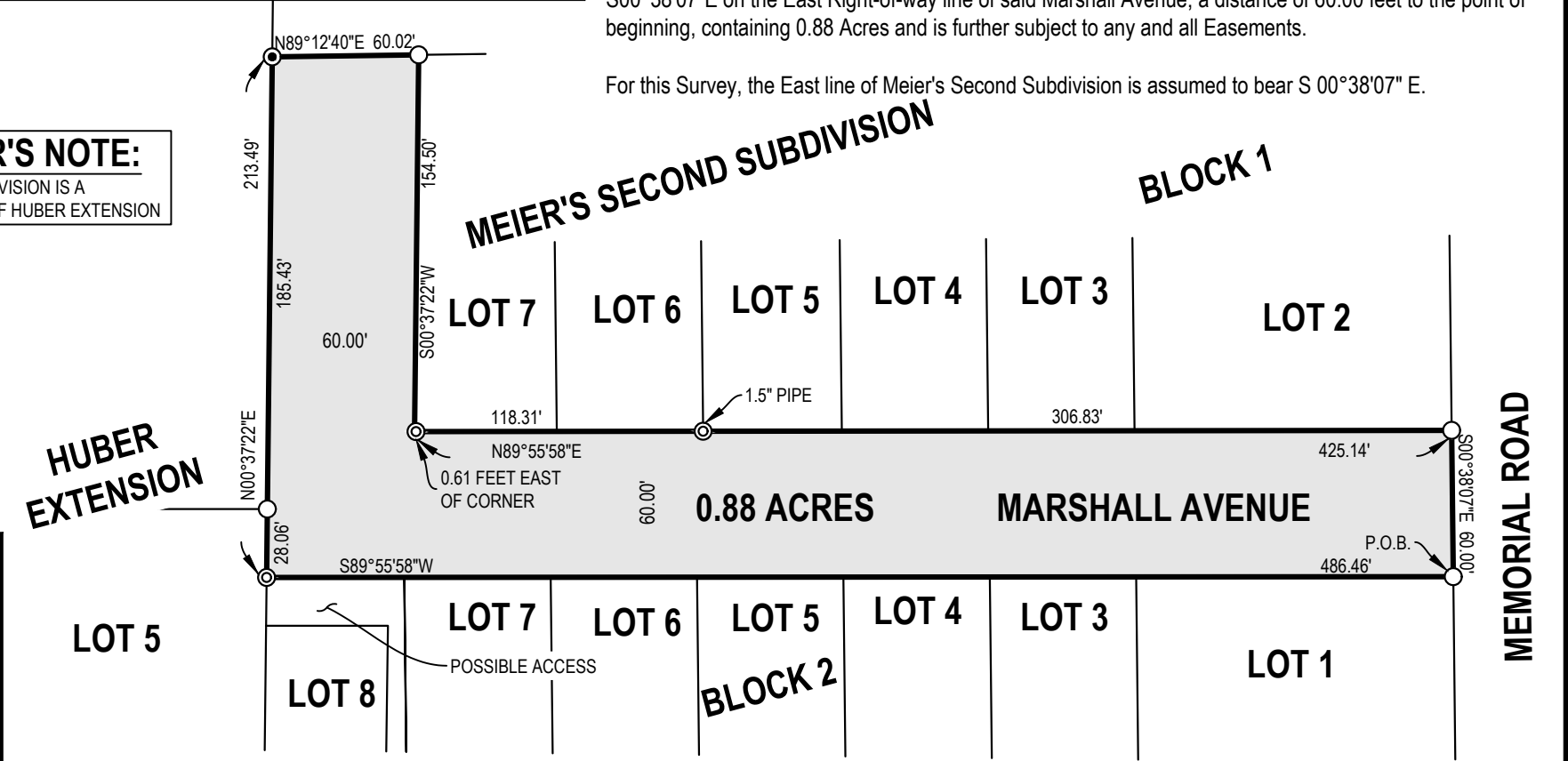
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

1-27-23 David L. Wilberding

Date: David L. Wilberding, P.L.S. #10315

License renewal date: 12/31/2023

Pages certified by this seal: 1





February 16, 2023

CENTURY 21 The Professional Group
813 Flindt Drive
Storm Lake, IA 50588

RE: Marshal Ave Fair Market Value

To whom it may concern:

I have examined Marshall Avenue located in the City of Storm Lake, Buena Vista County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of Block 2, Meier's Second Subdivision; thence S89°55'58"W on the North line of said Block 2, a distance of 486.46 feet to the Northwest corner of said Block 2; thence N00°37'22"E on the West Right-of-Way line of said Marshall Avenue, a distance of 213.49 feet to the North Right-of-Way line of said Marshall Avenue; thence N89°12'40"E on said North Right-of-Way line, a distance of 60.02 feet to the Northwest corner of Block 1, said Meier's Second Subdivision; thence S00°37'22"W on the West line of said Block 1, a distance of 154.50 feet to the Southwest corner of said Block 1; thence N89°55'58"E on the South line of said Block 1, a distance of 425.14 feet to the Southeast corner of said Block 1; thence S00°38'07"E on the East Right-of-way line of said Marshall Avenue, a distance of 60.00 feet to the point of beginning, containing 0.88 Acres and is further subject to any and all Easements.

It is my professional opinion that the 0.88 Acres of land (Marshall Avenue) as described above to be valued at approximately \$64,782.00 (\$ 1.69 per sq.ft)

Sincerely,

A handwritten signature in cursive script that reads "Margie Robinson".

Margie Robinson, GRI, CRS, ABR
Broker-Owner
CENTURY 21 The Professional Group
712-732-2143 Office
712-299-1493 Cell



0 263 Feet



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& MENK**

Real People. Real Solutions.

Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Storm Lake is not responsible for any inaccuracies herein contained.

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Map Name

Staff Summary

09/05/2023

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: Lee Dutfield Development Services Sepcialist

SUBJECT: **Ordinance No. 02-O-2023-2024 Vacating The Public Right-Of-Way In A Portion of Marshall Avenue In The City of Storm Lake.**

BACKGROUND: The purpose of this Ordinance is to vacate a portion of Marshall Avenue. As part of our Development Agreement with Kwik Trip, Inc., The City of Storm Lake has received an offer to sell Marshall Avenue Public Right-A-Way to the Developer for \$65,000. The City intends to accept the Developer's proposal if no competing offers are submitted.

Adoption of this ordinance will allow the City to transfer the Marshall Avenue Right-of-Way to the Developer under the terms and conditions set forth in the Development Agreement.

FISCAL IMPACT: N/A

RECOMMENDATION: Move to Adopt on First Reading Ordinance No. 02-O-2023-2024 Vacating The Public Right-Of-Way In A Portion of Marshall Avenue In The City of Storm Lake.

First Reading: September 5th, 2023
Second Reading: September 18th, 2023
Third Reading: October 2nd, 2023

ATTACHMENTS:

[Ordinance Vacating Marshall Avenue ROW \(02241588x7F7E1\).docx](#)
[Marshall Ave Map](#)

ORDINANCE NO. _____

AN ORDINANCE VACATING THE PUBLIC RIGHT-OF-WAY
IN A PORTION OF MARSHALL AVENUE IN THE CITY OF
STORM LAKE

WHEREAS, the City of Storm Lake, Iowa (the "City") proposes to vacate a portion of the Marshall Avenue, as further described herein; and

WHEREAS, Iowa Code Sections 306.11, 306.12, and 364.12(2)(a) require that public ways be vacated by ordinance, after published and mailed notice and a public hearing before the City Council; and

WHEREAS, the City Council set a public hearing on the proposed vacation for its meeting held on September 5, 2023 and, following notice given as directed by law, held said public hearing; and

WHEREAS, the City Council now wishes to proceed with the vacation of the public right-of-way.

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

Section 1: That no claim for damages was filed at or before the hearing and no person is entitled to damages from the vacation of this public right-of-way.

Section 2: That the public right-of-way in the portion of Marshall Avenue legally described as follows is hereby vacated:

That part of Marshall Avenue, Meier's Second Subdivision, City of Storm Lake, Buena Vista County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of Block 2, Meier's Second Subdivision; thence S89°55'58"W on the North line of said Block 2, a distance of 486.46 feet to the Northwest corner of said Block 2; thence N00°37'22"E on the West Right-of-Way line of said Marshall Avenue, a distance of 213.49 feet to the North Right-of-Way line of said Marshall Avenue; thence N89°12'40"E on said North Right-of-Way line, a distance of 60.02 feet to the Northwest corner of Block 1, said Meier's Second Subdivision; thence S00°37'22"W on the West line of said Block 1, a distance of 154.50 feet to the Southwest corner of said Block 1; thence N89°55'58"E on the South line of said Block 1, a distance of 425.14 feet to the Southeast corner of said Block 1; thence S00°38'07"E on the East Right-of-way line of said Marshall Avenue, a distance of 60.00 feet to the point of beginning, containing 0.88 Acres and is further subject to any and all Easements.

For this Survey, the East line of Meier's Second Subdivision is assumed to bear S 00°38'07" E.

Section 3: That no public or private utility easements are located within the portion of Marshall Avenue containing this now-vacated public right-of-way.

Section 4: All ordinances or portions of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 5: 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 6: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2023

Read Second Time: _____, 2023

Read Third Time: _____, 2023

PASSED AND APPROVED: _____, 2023.

I, _____, City Clerk of the City of Storm Lake, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2023, signed by the Mayor on _____, 2023, and published in the Storm Lake Times Pilot on _____, 2023.

City Clerk, City of Storm Lake, State of Iowa

02241588-1\11149-133



0 263 Feet



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Disclaimer:

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Map Name

Staff Summary

09/05/2023

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: David Derragon Assistant City Manager

SUBJECT: **Motion to Select Woodruff Construction and Approve a Contract for Construction Management Services for the King's Pointe Resort Remodel Project**

BACKGROUND: This item involves selection of a Construction Manager for the King's Pointe Resort Remodel Project through a Request for Qualifications process.

The intent of a Request for Qualifications is to select the best firm based primarily on the experience, expertise, skills, completed projects and other pertinent information of the responses received. Price, while considered, is a secondary factor in the selection process. In this case, the purpose is to select the firm deemed most qualified to oversee the remodel project in the most efficient and expeditious manner that will be in the City's best interest.

Research was completed to determine the best practices for format and a full RFQ was drafted and advertised on the City's website and on the Iowa League of Cities. There were three inquiries about the RFQ and two timely proposals were received in response to the RFQ. The low response rate may be indicative that many firms are working to complete projects in this construction season and may not be seeking additional work. Alternately, the RFQ format may have been overly ambitious for this project and firms opted to pass on the opportunity to submit a proposal.

Planned improvements at this time are estimated at over \$5,000,000.

Staff have begun preliminary work, such as securing quotes, on the project. Planned improvements at this time include the following:

- Refinish, repair, paint ID Waterpark Slides
- Repair of Glycol Loop 1
- Dectron dehumidification - new equip and install

- HVAC control replacement #1
- Resort Hot water system - Boilers - Repairs
- Motor Assembly for glycol system
- Repair of Glycol Loop 2
- AV, sound and presentation system for event center
- Electrical components for heating and cooling loop
- Compressor replacement for sprinkler system pressure
- Fire suppression system repairs
- HVAC #2
- Repair of Glycol Loop 3
- ERV and Pump #1
- IWP Slide Repairs #1 (35%)
- Dectron #2
- Sound System #2
- ERV and Pump #2
- Roof - complete replacement of Hotel Roof - shingled
- Design Services - hotel room remodel
- Room Patio Door replacements
- IWP Steel Ceiling replacement and Paint
- IWP Removal and Disposal
- IWP Slide Repairs #2
- Door Repairs / replacement IWP
- Installation of Dectron
- Dishwasher exhaust Vent - Regatta Grille
- Domestic water boost pump
- Pool unit Valves

To ensure that the projects involved in the remodel are properly planned and coordinated from start to finish is best handled by a professional Construction Manager. The Construction Manager selected will bring expertise to the project not necessarily possessed by City staff. The Construction Manager's responsibility is to work and advocate on behalf of the City. This approach ensures that the entire project is completed in an efficient and economically responsible manner for the owner of the property, the residents of the City.

The two responses received are from qualified firms, Woodruff Construction and TE Forensics, Inc. Each proposal meets the spirit of the RFQ. Both firms are well qualified and have done work for the City and specifically at King's Pointe Resort. Woodruff Construction has recently been responsible for the construction at the Library and has been instrumental in ensuring timely completion of that project.

Woodruff Construction has a regional office in Spencer, IA. In addition, Woodruff Construction also completed the United Community Health Center and Methodist Manor projects.

Staff review of the responses has concluded that Woodruff Construction is the preferred firm to be selected for this project. The fee schedule provided is reasonable and their recent performance on completed projects for the City has been excellent. To move forward expeditiously,

staff recommend entering into a contract with Woodruff Construction to perform as Construction Manager for the King's Pointe Construction Project. The contract includes a planned not to exceed amount for construction management of the project.

FISCAL IMPACT:

The fees for Construction Management services are as follows:

FEE SCHEDULE:

Construction Management Fee 4.5% \$225,000.00

ALLOWANCES FOR HOURLY BILLABLES

Project Superintendent \$90/hr - \$144,000

Project Manager \$100/hr - \$40,000

Safety Manager \$90/hr - \$10,800

Total Hourly Billables: \$194,800

Reimbursable Cost Plus Fee Per CM Contract: \$419,800

RECOMMENDATION:

Move to select Woodruff Construction and approve a contract for Construction Management Services for the King's Pointe Resort Remodel Project

ATTACHMENTS:

[SL - Project Manager RFQ 8-8-2023.docx](#)

[RESPONSE Woodruff Construction - King's Pointe Resort RFQ.pdf](#)

[Draft Contract.docx](#)

[RESPONSE Jim Tometich, PE.pdf](#)

City of Storm Lake
620 Erie Street
Storm Lake, IA 50588
712-732-8000

Date Request for Qualifications (RFQ) Published:

**Request for Qualifications (RFQ)
Construction Management Services**

NOTICE TO BIDDERS

The City of Storm Lake (hereinafter “Owner”) will receive sealed proposals until 2:00 PM on August 31, 2023 for construction management services.

Bidders are requested to submit a signed original and five copies of their proposal. In addition to the other requirements of this Request for Qualifications, the proposal shall contain a cover letter, an executive summary, narrative text, and a price proposal. Price proposals shall be separate and shall include a detailed explanation of pricing procedures as well as a cost summary. Inquiries regarding interpretation of this RFQ and other questions shall be submitted in writing to Keri Navratil, City Manager, by email (navratil@stormlake.org) no later than close of business August 28, 2023.

The complete Request for Qualifications can be found on the city’s website www.stormlake.org or by contacting the City Clerk at telephone number 712-732-8000 or by email at cityclerk@stormlake.org.

TIMELINE

August 21, 2023: RFQ Issued
August 28, 2023: Inquiry Deadline
August 31, 2023: Proposals Due
September 1, 2023: Interviews by Panel
On or before September 18, 2023: Contract Award by City Council

Proposals for this Request for Qualifications shall be submitted to City Clerk, 620 Erie Street, PO Box 1086, Storm Lake, IA, 50588 no later than 2:00 PM on August 31, 2023. Proposals may be submitted electronically to cityclerk@stormlake.org.

PART I

A. PURPOSE

To hire a Construction Manager to provide project management services for the planning, preconstruction, and construction phases through final acceptance of the City's Construction Program more specifically defined in Section B(2). The City desires that it has available the best technical assistance to advise the City regarding technical information that may be required. Therefore, the City is soliciting bids for a Construction Manager to provide project management services. The services relate to the Construction Program and may extend to other projects, at the discretion of the City, in which the expertise and technical knowledge may be useful. Appropriate personnel of the City will be designated to oversee the work of the Construction Manager. The role of the Construction Manager will be to represent the interests of the City related to the schedule, cost management, and construction quality control. The Construction Manager shall communicate directly with the City on all matters regarding the Construction Program and will communicate directly with the City's Design Professionals and Contractors.

B. INTRODUCTION -- SCOPE OF CONSTRUCTION MANAGER'S CONTRACT RESPONSIBILITIES DEFINED

1. The Construction Manager system of supervision may be selected as a method of acquiring assistance for the City for the management of the Construction Program. Each bidder should provide information as is appropriate to demonstrate competence in the Construction Management method of supervision relative to the administration, community involvement, cost management, and time management of public construction projects and Iowa Competitive Bidding Law.
2. The Program shall consist of the following City projects located at King's Pointe Resort, along with other projects assigned to the Construction Manager from time to time:
 - Refinish, repair, paint ID Waterpark Slides
 - Repair of Glycol Loop 1
 - Dectron dehumidification - new equip and install
 - HVAC control replacement #1
 - Resort Hot water system - Boilers - Repairs
 - Motor Assembly for glycol system
 - Repair of Glycol Loop 2
 - AV, sound and presentation system for event center
 - Electrical components for heating and cooling loop
 - Compressor replacement for sprinkler system pressure
 - Fire suppression system repairs
 - HVAC #2
 - Repair of Glycol Loop 3
 - ERV and Pump #1

- IWP Slide Repairs #1 (35%)
- Dectron #2
- Sound System #2
- ERV and Pump #2
- Roof - complete replacement of Hotel Roof - shingled
- Design Services - hotel room remodel
- Room Patio Door replacements
- IWP Steel Ceiling replacement and Paint
- IWP Removal and Disposal
- IWP Slide Repairs #2
- Door Repairs / replacement IWP
- Installation of Dectron
- Dishwasher exhaust Vent - Regatta Grille
- Domestic water boost pump
- Pool unit Valves

C. **DEFINED TERMS**

Approved Construction Budget: Means the construction budget figure established by the City in conjunction with the Construction Manager. The Approved Construction Budget shall not include equipment, furniture, or other items purchased by the Owner or other costs to the Owner such as Architect's fees, engineer's fees, and the cost of surveys, soil, investigations, and other tests and development fees, but shall include fixtures to be permanently affixed to the building or that, when attached, become so related to particular real estate that an interest in them arise under real estate law.

Change Order: Means any change from the contract documents in each project which is part of the Approved Construction Budget and which must be approved in writing by the City prior to work being performed.

City: Means the City of Storm Lake, including its authorized representatives.

Construction Program: Means City of Storm Lake's construction projects described in Section B(2), and such other projects assigned by the City and accepted by the Construction Manager.

Contract Documents: Means all documents that form the Agreement with the Construction Manager, including this Request for Proposal, the Construction Manager's Proposal, the Agreement with Construction Manager and all attachments and exhibits thereto.

Contractor: Means the person or entity identified as such in the Agreement for each project and is referred to throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or the Contractor's authorized representative.

Design Professional: Means the licensed architect or engineer hired by the City to design the projects involved in the Construction Program.

Timeline: Means the period of time, including authorized adjustments, allotted in the Contract Documents for each project for final completion of each project.

D. GENERAL QUALIFICATIONS

Consideration of qualifications for a Construction Manager include the following:

1. The successful completion of previous construction projects comparable in design and scope.
2. The recommendations of owners, architects, and engineers for whom the Construction Manager has provided services.
3. The demonstrated ability of the Construction Manager to work cooperatively with owners, community groups, architects, and engineers.
4. The demonstration of successful management systems for the planning, organizing, and monitoring of construction projects.
5. The general capability of the Construction Manager and the ability to draw upon specialized expertise within the organization including, without limitation, estimators, design professionals, architects, engineers, legal, accounting, and data processing and electronic communication.
6. The reputation of the Construction Manager within the construction industry based on reference checks.
7. The Construction Manager's knowledge of federal, state, and local laws and regulations regarding safety, health, equal opportunity, environmental and energy conservation, and other regulations directly affecting the projects.
8. The Construction Manager's knowledge of and experience with Iowa Competitive Bidding Law.
9. The demonstration of a known local physical presence by a commitment to establish and maintain a local office staffed with local personnel.
10. The answers to the background information shown as Attachment A.
11. All other information deemed to be in the best interest of the City.

E. TERM

The Construction Manager must be available to begin service immediately upon acceptance of the awarded contract and continue to serve the City until the City's Program, or any other additional projects, for which the Construction Manager has been assigned responsibility are completed. The contract may be extended upon agreement of the parties. The City reserves the right to terminate the contract on thirty days written notice. The City also reserves the right to negotiate and contract for an extension of the Construction Manager's services based upon a monthly or other mutually agreeable rate, which rate shall be a part of the bid proposal.

**F. CONSTRUCTION MANAGER'S RESPONSIBILITIES FOR PREDESIGN/
PROGRAMMING PHASE**

1. The Construction Manager shall develop a manual which shall include, but not necessarily be limited to:
 - A. Time parameter assessments, including the Timeline and Program schedules for each project and how they will be developed, implemented, and maintained.
 - B. Specific systems for processing, for example, bids, payments, Change Orders, submittals, correspondence, reports, performance records, claim resolutions, and other similar items.
 - C. Team functional responsibility chart, including limits of authority.
 - D. Detailed bidding and construction phase procedures.
 - E. Correspondence Distribution matrix.
 - F. Develop and implement systems required for monitoring and controlling project costs.
 - G. Quality management plan and its method of implementation.
2. Assist Architect in contracting strategy development and packaging.
3. Work with the Design Team and Building Committees during the design process:
 - A. To ensure City and community involvement.
 - B. To provide leadership to keep projects within the Approved Construction Budget.

- C. To assure the school constructs a building meeting:
 - i. Technical specifications;
 - ii. Educational specifications;
 - iii. Building codes;
 - iv. ADA standards;
 - v. Approved Construction Budget; and
 - vi. Timelines.

G. CONSTRUCTION MANAGER’S RESPONSIBILITIES FOR DESIGN PHASE

The Construction Manager’s responsibilities during these two stages of the Design Phase include, but are not limited to:

- 1. Initial Design Stage:
 - a. Review and comment upon Approved Construction Budget for each project as created by the Architect and City.
 - b. Assist and advise in labor assessments.
 - c. Assist and advise in contractor assessments.
 - d. Provide input on long lead time items.
 - e. Develop project tracking documents and systems acceptable to the City which must include weekly reports and photographic records of the project.
- 2. Final Design Stage:
 - a. Provide construction estimating upon request of Architect or City.
 - b. Compile and coordinate construction scheduling.
 - c. Establish comprehensive account of project activities, conditions and problems through record keeping systems, including, but not necessarily limited to, general correspondence files, periodic reports of activity performance, drawing schedules, submittals, shop drawings, payments, samples, transmittal, change requests and authorizations, meeting minutes, confirmation of oral

instructions, notice of non-conforming contract work, progress photographs, and other documentation as may be specified by the City. Report format development.

- d. Input to project manual.
- e. Assist in qualifying bidders.
- f. Review of contract documents as developed by architect.
- g. Identify and solicit long lead time items.

H. THE CONSTRUCTION MANAGER’S RESPONSIBILITIES DURING THE BIDDING PHASE

The Construction Manager’s responsibilities during the Bidding Phase include, but are not limited to:

- 1. Ensure bidder participation.
- 2. Conduct pre-bid meetings at the direction of the City.
- 3. Coordinate bidding logistics.
- 4. Administer bid receipt procedures at direction of the City.
- 5. Assist Architect in analyzing and evaluating bid proposals, including but not limited to cost implications and time implications.
- 6. Assist Architect in making bid award recommendations.
- 7. Assist Architect in resolving irregularities.
- 8. Update approved project budget for each project.

I. THE CONSTRUCTION MANAGER’S RESPONSIBILITIES DURING THE AWARD PHASE

The Construction Manager’s responsibilities during the Award Phase include, but are not limited to:

1. Review and ensure conformance with all Contract Documents, Contractor submittals, including but not limited to alternates, schedules, bonds, insurance, quality control plans and safety plans.
2. Formulate and compile schedules of values from Contractors through final completion, including cleanup and punch list. Level of detail to be negotiated between the parties.
3. Compile and integrate construction schedules from Contractors through final completion, including cleanup and punch list. Level of detail to be negotiated between the parties.
4. Assist Architect in formulating notices to proceed.
5. Conduct pre-construction meetings at City's request.
6. Clarify job site administrative procedures.

J. THE CONSTRUCTION MANAGER'S RESPONSIBILITIES DURING THE CONSTRUCTION PHASE

The Construction Manager's responsibilities during the construction phase include, but are not necessarily limited to:

1. Develop, initiate, and fully implement the following:
 - a. Quality management plan.
 - b. Scheduling process.
 - c. Shop drawing submittal and approval procedures.
 - d. Progress payment procedure which must include Construction Manager and Contractor reviewing and negotiating each progress payment application at least three (3) days before construction meeting and present City with written recommendation regarding each pay request at monthly construction meetings.
 - e. Communication system.
 - f. Reporting and record systems.
 - g. Staging and site utilization plans.
 - h. Expediting plan.

2. Manage and coordinate safety program involving all contractors.
3. Coordinate contractors' activities.
4. Verify receipt of approvals from governmental entities having jurisdiction over each project.
5. Administer construction contracts.
6. Review project schedules and schedule changes and provide written documentation stating reasons for schedule changes and any recommendations regarding such change.
7. Motivate contractor performance.
8. Maintain contract document file, written and electronic progress and project reports, and written cost accounting records.
9. Review and make recommendations with respect to requests for changes in the contract including all Change Orders.
10. Provide construction supervision as City's representative.
11. Monitor and evaluate contract performance and verifying the work of each contractor in accordance with Contract Documents.
13. Assist Architect in determining completion schedules.
14. Coordinate record drawings.
15. Verify changed conditions and change orders and document extra work performed; provide written recommendation to Architect and City regarding such changes and extra work prior to performance of work by Contractor.
16. Visit and inspect the site for daily construction observations, evaluations and supervision and preparing written and photographic documentation of visits. The Construction Manager must be on each project site at all times when work is being performed or less often as specified by the City.
17. Ascertain that the Drawings, Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules, policies, and regulations. If the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect and City writing.

18. Verify final completion and coordinate clean-up.
19. Assist in start-up/commissioning.
20. Negotiate final completion and acceptance of each project by City.
21. Carry out such other requirements consistent with competent and responsible construction duties and procedures.

K. THE CONSTRUCTION MANAGER'S RESPONSIBILITIES DURING THE WARRANTY/GUARANTEE PHASE

1. Make at least two (2) complete inspections of the work after the work has been accepted by City (i.e., one inspection at approximately eleven (11) months after acceptance and another inspection approximately twenty-two (22) months after acceptance).
2. Provide written report of inspections.
3. Supervise the performance of any warranty work or correction of any defective work by contractors under the terms of their contracts.
4. Correct defective work or warranty work not performed by contractor at no additional cost to City.

L. THE CONSTRUCTION MANAGER MUST MEET WITH THE CITY'S DESIGNATED PERSONNEL AT LEAST ONCE WEEKLY DURING THE CONTRACT PERIOD AND SHALL PROVIDE WEEKLY ELECTRONIC AND WRITTEN REPORTS TO THE CITY.

M. BIDDERS MAY SUBMIT VOLUNTARY ALTERNATE PROPOSALS FOR CONSIDERATION. BIDDERS MUST GIVE A COMPLETE DESCRIPTION AND GUARANTEED MAXIMUM PRICE OF THE SERVICES BEING OFFERED UNDER THE ALTERNATE.

N. THE CITY MAY CHOOSE TO HAVE AN INTERVIEW WITH SOME OF THE PARTIES SUBMITTING PROPOSALS.

PART II

A. INQUIRIES

All inquiries concerning this Request for Proposal are to be directed to:

Keri Navratil

City Manager

City of Storm Lake

620 Erie Street, Storm Lake, IA 50588

Phone: 712-732-8000

Email: navratil@stormlake.org

B. PROPOSAL DUE DATE

1. One original and five copies of the sealed proposal must be received by the City Clerk of the City not later than 2:00 PM on August 31, 2023.
2. Proposals must be properly identified and sealed. Late proposals will not be accepted; they will be returned unopened to the bidder.
3. Failure to provide information requested is cause for rejection, however, the City reserves the right to request additional information.

C. ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials. Proposals must address the requirements as explained to aid the technical evaluation. All questions posed by the Request for Proposal must be answered concisely and clearly. Proposals that do not address each criterion may be rejected.

D. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals or parts thereof, to waive informalities and to enter into such contract deemed to be in the best interests of the City.

E. DISCLOSURE OF PROPOSAL CONTENT

The laws of Iowa require that at the conclusion of the selection process the contents of the proposals be placed in the public domain and be open for inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.

F. PROPOSAL OBLIGATIONS

The contents of the proposal submitted by the successful bidder may become part of and be incorporated by reference into the Construction Manager's Contract.

G. DISPOSITION OF PROPOSALS

All proposals become the property of the City and will not be returned to the bidder.

H. IOWA STATUTES AND CITY RULES

If applicable to this project, Iowa Code Chapter 26 requires publication of a notice and hearing on plans, specifications, form of contract and estimate of total cost for any public improvement costing more than the statutory set amount. Chapter 26 also requires that the advertisement for bids for such public improvements specifies bid security and sealed bid procedure and requires that the contract be let to the lowest responsive, responsible bidder. The terms and conditions of the Request for Proposal, and the resulting contracts or activities based upon this Request for Proposal shall be construed in accordance with the laws of Iowa. Wherever differences exist between federal and state statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interest of the City.

I. SIGNATURE OF OFFEROR'S AGENT

The proposal shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in a contract.

J. EVALUATION AND SELECTION PROCESS

1. During the evaluation and selection process, the City may request a meeting with bidders to clarify certain items in the bid, orally or in writing.
2. If discrepancies between sections or other errors are found in a proposal, the City may reject the proposal; however, the City may, at its sole option, retain the proposal and correct any errors.
3. Evaluation of proposals will be based upon qualifications as set forth in this RFQ, previous working experience with the City, and bid amount.

K. AWARD OF CONTRACT

The award of the contract, if made, will be made in the best interests of the City. The resulting contract will consist of this document, the response to this document, written letters and agreements modifying or changing the same, and any final contract agreements, memorandums, and written classifications. The City may reject any or all bids or parts of any bids and in its sole discretion may waive irregularities in any bid. "The award of a contract in the best interests of the City" means that the City is not required to award the contract to the lowest money bidder, even if the bidder is financially responsible, but may award the contract to a bidder with a better service as determined by the City or who is more suitable to the City's intended purpose and whose bid is determined to be in the best interests of the City. Long-range implications as well as short-range implications will be considered by the City in making its decision.

PART III

A. TERMINATION

1. The City may terminate the contract resulting from this request at any time on seven days written notice for convenience.
2. The City may terminate the contract in the event of non-performance by the Construction Manager and shall provide the Construction Manager with thirty days written notice. If after the notice the Construction Manager fails to remedy the conditions contained in the notice within thirty days, to the City's satisfaction or within a reasonable period of time as determined by the City, the City may terminate the contract.
3. The City may terminate the contract in the event of merger or acquisition of the Construction Manager which is not approved by the City.
4. The City shall be obligated only for those services rendered and accepted before the date of notice of termination, less any damages that may be assessed for nonperformance.
5. With the mutual agreement of both parties, upon receipt and acceptance of not less than thirty days written notice, the contract may be terminated on an agreed date before the end of the contract period without penalty to either party.
6. Notwithstanding any other provisions of the contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the state or City to appropriate funds or through discontinuance or material alteration of the program for which funds were provided, the City shall have the right to terminate this contract without penalty by giving not less than thirty days written notice documenting the lack of funding.

B. REGULATORY COMPLIANCE

The Construction Manager shall comply with all federal and state laws, rules, and regulations and all applicable City policies, rules, and regulations at all times.

C. AUDIT OR EXAMINATION OF RECORDS

1. The Construction Manager shall agree that any authorized auditor, and where federal funds are involved, the Comptroller General of the United States or any other representative of the United States Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the Construction Manager relation to orders, invoices, or payments of this contract.

2. All records relating to this contract shall be retained for such time required by law.

D. CHANGES

Changes in contractual provisions or services to be furnished under the resulting contract may be made only in writing and approved by an agent of the Construction Manager and the City.

E. TAXES -- FEDERAL STATE AND LOCAL

The City is exempt from federal excise taxes, and no payment will be made for any taxes levied on the Construction Manager's charges. The City is exempt from sales and use taxes on equipment and services supplied pursuant to this contract. No sales or use taxes shall be included in any bid price.

If a bidder includes in the price any state or federal tax which may be refunded, the bidder shall furnish proof as required by law which will enable the City to obtain any refund or credit to which it is entitled. If a service or an item is to be sold free of federal tax or any other state tax, the seller shall not include such tax in the price and shall furnish all proof required by law to assure that such tax will not be imposed upon the City.

F. CONFLICT BETWEEN TERMS

The City reserves the right to accept or reject any exception taken by the Construction Manager to the terms and conditions of this Request for Proposal.

G. GRATUITIES AND CONFLICT OF INTEREST

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity including a city employee with the intent to influence that employee's acts, opinion, judgment, or exercise of discretion with respect to the employee's duties. Furthermore, a public official, public employee, or candidate, or that person's immediate family member shall not, directly or indirectly, accept or receive any gift or service of gifts from a restricted donor or provided in Iowa Code Chapter 68B. The Construction Manager or its affiliate/subsidiary may not be a design professional, architect, engineer, consultant, contractor, bidder, or subcontractor on the Project.

H. WAIVER OF INFORMALITIES

The City reserves the right to waive any and all informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any bidder.

I. INDEPENDENT CONTRACTOR

The selected Construction Manager will be an independent contractor and not an employee of the City. The Construction Manager is responsible for all withholding taxes, social security, unemployment, worker's compensation, and other taxes and shall hold the City harmless for any claim for the same.

J. CONTRACTOR PERSONNEL

The City reserves the right to require replacement of any personnel believed unable to carry out responsibilities, or those who exhibit unsuitability for work in a public-school environment.

K. PAYMENT PROCEDURES

The bid shall contain suggested procedures for payment which shall be consistent with construction payment procedures as provided in Chapter 573 of the Iowa Code.

L. BID BOND

The bidder shall guarantee that the bidder will enter into a contract if selected as the Construction Manager, but no monetary bond will be required.

M. FORM OF THE PROPOSAL - FIXED LUMP SUM FEE

In addition to other requirements of this Request for Proposal, the proposal shall contain a cover letter, an executive summary, narrative text, references, and a fixed lump sum fee proposal. Price proposals shall be separate and shall be on the price proposal form incorporated into this RFQ as Attachment B.

The amount of the fee for all services provided by the Construction Manager in this RFQ shall be a fixed lump sum amount. Payments to the Construction Manager shall be made in monthly installments based on the amount of work completed.

N. INTENT OF THE REQUEST FOR PROPOSAL

It is the intent of this Request for Proposal that the Construction Manager's services will relate to the planning, preconstruction, construction, and supervision of the City's Program as defined in Section B2. However, other projects may exist or be created for which the services of the Construction Manager may be assigned. In such case, the City reserves the right to contract separately or by addendum to the contract for the services of the Construction Manager for unanticipated projects.

Attachment A

BACKGROUND INFORMATION

All questions below must be answered on a separate page and the data given must be clear and comprehensive.

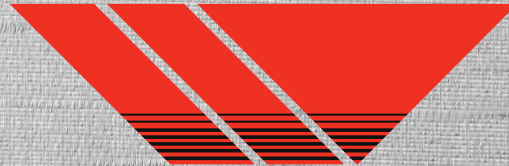
1. If your company is organized as a business entity, when and where was your entity incorporated?
2. How many years have you been performing construction management work under your present firm or trade name?
3. List all the professional liability insurance companies you have utilized in the last 5 years.
4. Have you ever had claims filed against your professional liability insurance? If so, describe the circumstances and which professional liability insurance company was involved. Include the name and contact person of the owner(s).
5. How many change orders have you averaged per project for the last 5 years and the collective percentage of the construction budget?
6. Please list all the construction projects you have managed in the last 5 years, and include whether each project has been completed on time, in accordance with the project's timeline and schedules, and if each project has been completed at or under the approved construction budget? Include the name and contact person of the owner for each project.
7. List the name, size, and contact person for all non-school construction projects you have managed in the last 5 years.
8. List the name, size, and contact person for all school construction projects you have ever worked on or managed.
9. Are you currently being investigated for or previously been found to have violated in the last 5 years any of the following state or federal law: Iowa Minimum Wage Act, Iowa Non-English Speaking Employees Act, Iowa Child Labor Act, Iowa Labor Commissioner's Right to Inspect Premises, Iowa Compensation Insurance Act, Employment Security Act, Iowa Competition Act, Iowa Income, Corporate and Sales Tax Code, a willful violation of the Iowa or Federal Occupational Safety and Health Act, Iowa Employee Registration Requirements, Iowa Wage Payment Collection Act, Federal Income and Corporate Tax Code, The National Labor Relations Act, the Drug-Free Workplace Act, The Employee Retirement Insurance Security Act, The Fair Labor Standards Act? If yes, please explain.

10. Do you currently have any legal action pending which could impact your ability to perform this Work? If yes, please explain.

RESORT REMODEL



WOODRUFF CONSTRUCTION

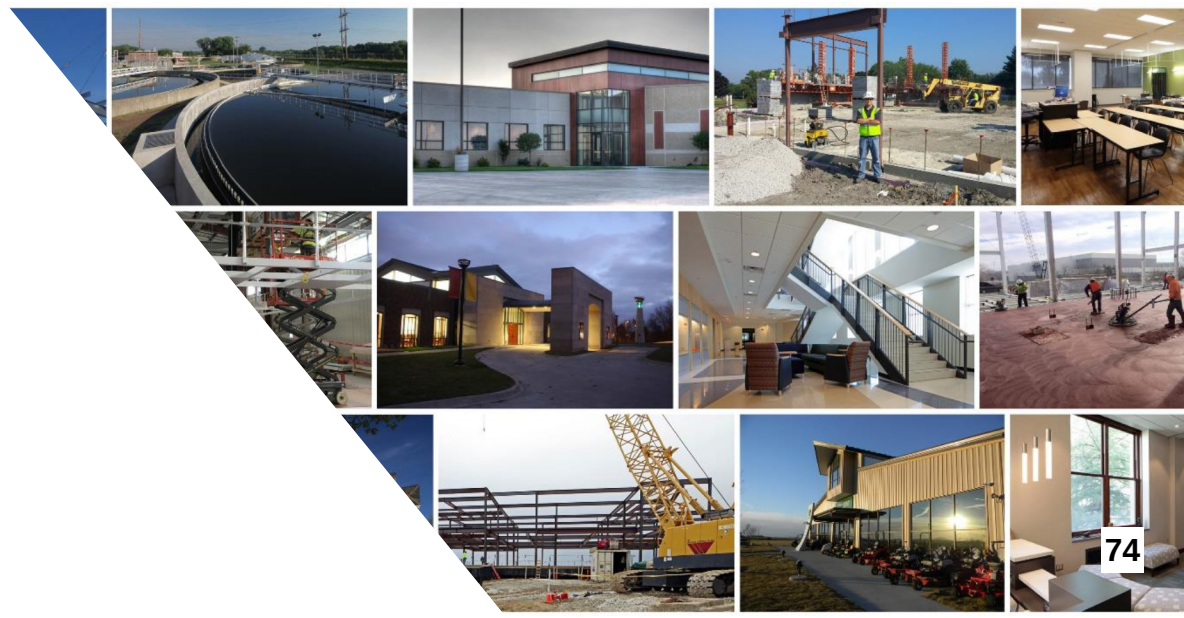


100% Employee Owned

WWW.WOODRUFF.BUILD

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FIRM HISTORY & INFORMATION
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PROJECT APPROACH
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LETTER OF INTEREST

Keri Navratil
City Manager
620 Erie St, PO Box 1086
Storm Lake, IA 50588

Woodruff Construction is pleased to submit our proposal for this project. The following documents will lay out our qualifications and our relevant experience in performing in similar projects. Relevant project examples have been provided as needed to meet the qualifications.

We look forward to the opportunity to partner with you on a project that will provide a great service for the surrounding communities. As a local contractor we take great pride in helping to build and sustain our Iowa communities. We look forward to helping to build the future of your organization.

Through the process we will successfully deliver expertise in the following areas:

- ✓ Construction Management Experience
- ✓ Industry-Specific Construction Knowledge
- ✓ Local Market Understanding
- ✓ Commitment to Safety and Project-Specific Requirements

Thank you for the opportunity to submit this proposal. If there is any further clarification or information you should need, feel free to contact me.

Best Regards,



Chad Lennon

West Region President

Cell: (515) 302-0030

Email: chadl@woodruff.build

FIRM HISTORY & INFORMATION



PRINCIPAL OFFICE

1890 Kountry Lane,
Fort Dodge IA 50501
(515) 576-1118



MANAGING OFFICE

1890 Kountry Lane,
Fort Dodge IA 50501
(515) 576-1118



REVENUE

\$81,204,862 (2022)



TYPES OF PROJECTS

Education, Healthcare,
Industrial, Manufacturing,
Municipal, Office/Retail,
Restaurant, Senior Living,
Warehouse, Water/
Wastewater Treatment

HISTORY

In 1956, Leonard Woodruff and Jack Evans founded Woodruff-Evans Construction, a general contracting firm that served Fort Dodge, Iowa and the surrounding communities. Since opening its doors, Woodruff has continued to grow as a result of its client relationships, skilled employees, safety culture, and best practices. Currently Woodruff has five office locations spread across Iowa to best serve our clients.

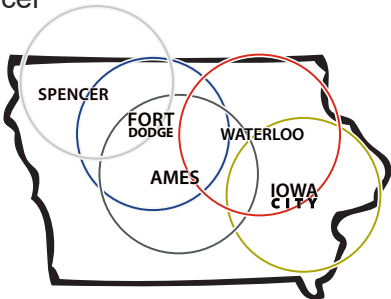
We still embrace Leonard's entrepreneurial spirit that founded Woodruff over six decades ago. In 2020 Woodruff became an ESOP company, so now ownership is shared by all our employee-owners. If you notice everyone here takes pride in their work like they own the place, it's because they do. Woodruff Construction's history is the groundwork that continues to underline our progressive culture.

MISSION

Building the future of our families, clients and communities.

EXECUTIVE MANAGEMENT

- Don Woodruff, DBIA | President
- Jason Rechkemmer, DBIA | Chief Operating Officer
- Sara Orr | Vice President of Operations
- John Mallen | Northeast Region President
- Chad Lennon, DBIA | West Region President
- Grant Reimers | Central Region President
- Kevin Larsen | Northwest Region Vice President
- John Curran | Northwest Region Vice President
- Kally Probasco | East Region Vice President



CORE VALUES

- FAMILY comes first
- SERVICE to others
- PURPOSE in everything we do
- DEPENDABILITY to do what's right
- ENJOYMENT of our work

Building the future of our families, clients and communities.

PROJECT EXPERIENCE



United Community Health Center

CONTRACT AMOUNT: \$1,850,000

COMPLETED: August 2020

DESCRIPTION: Two single-story, wood-framed additions totaling 5,000 SF provide UCHC with more medical clinic, office, and conference space. Some renovation work, general landscaping, and a new parking lot were also included in the project.



Methodist Manor

CONTRACT AMOUNT: \$20,900,000

COMPLETED: September 2018

DESCRIPTION: This project was a GMP contract consisting of the addition of a three-story, 80,200 SF nursing home replacement facility. The building is arranged into five households that consist of a series of resident rooms, support spaces, country kitchens, dining rooms, living rooms, and sun rooms. Also included are entrance lobby, physical therapy, multi-purpose space, and offices.



UI Stead Family Children's Hospital Interior Finishes Package

CONTRACT AMOUNT: \$23,500,000

COMPLETED: Spring 2017

DESCRIPTION: We self-performed all wall protection, graphic panels, and accessories. Other trades under our supervision were painting, flooring, tile, and interior aluminum storefront.

REFERENCES

Jim Tometich, Project Engineer
Tometich Engineering, Inc.
jet@tometichengineering.com
(515) 280-8022

Rich Gehrig, CEO
United Community Health Center
rich@uchcsl.com
(712) 213-0109 ext. 1106

Angela McCaulley, Architect
CMBA Architects
Mccaulley.a@cmbaarchitects.com
(712) 240-2117

Nick Landgraf, CEO
Methodist Manor Retirement Community
nlandgraf@mmrcsl.org
(712) 213-5907

PROJECT APPROACH



CM PHILOSOPHY

Woodruff Construction commends the owner's decision to embrace a Construction Management (CM) approach for this project. This choice resonates deeply with our construction management philosophy, which places immense value on early engagement of key partners during the development and design phases. The CM method, while not synonymous with a fully integrated project delivery, effectively curates the right team members at pivotal moments.

At Woodruff Construction, our distinction arises from our unwavering commitment to our construction management philosophy. We are well-versed in design-build methodologies and take pride in our role as a seasoned general contractor. Our expertise aligns seamlessly with the requirements of this project. We possess a proven track record that showcases our skill in management systems for planning, organizing, and meticulously overseeing construction projects. Collaboration is etched into our DNA, as demonstrated by our positive relationships with owners, community groups, architects, and engineers.

An aspect that sets us apart is our ability to harness specialized expertise within our organization, ensuring that the project benefits from a diverse and finely honed skill set. Furthermore, our local presence is a testament to our dedication to not only the project's success but also its integration within the fabric of the community.

In summary, Woodruff Construction's qualifications are not just credentials but an embodiment of our construction management philosophy. We possess the experience, collaborative spirit, specialized skills, and local presence necessary to precisely execute this project under the Construction Management framework, aligning seamlessly with our core values.



UTILIZING LEAN PRINCIPLES DURING PRECONSTRUCTION

Leaning into our strength as a general contractor, we work with the design team to develop a detailed pre-construction schedule that identifies key milestones and goals with clear deliverables at each point along the way. Additionally, we've been able to adapt lean construction practices into the design phase by developing this milestone schedule via pull-planning in conjunction with constraint management. Developing an efficient and effective cadence with the pre-construction team keeps the design development portion on track and in focus. The success of the project can easily be defined as on time and within budget. We like to take that a bit further by digging into what the owners specifically define as success. All decisions moving forward in pre-construction and construction must be pushed through the owner-defined version of success. This becomes the mantra of the project and helps to foster a strong team environment all rowing in the same direction with the same focus.



MANAGING SUBCONTRACTOR INTEREST

In terms of packaging the work, understanding the local market is valuable in defining the packages in such a fashion that good trade partners are interested in being a part of the team. We use bid management platforms (iSqFt and SmartBid) to communicate efficiently with a wide range of local subcontractors. Beyond that, we have an extensive history of public sector bidding process, which requires a team approach internally to cast the largest net possible in terms of sub coverage.



SELF-PERFORMING WORK

Woodruff is a self-performing general contractor at heart. We are a builder that employ builders. Woodruff typically performs carpentry, general labor, concrete, steel, and equipment setting/rigging work. We have successfully performed all of these types of scopes on previous CM projects. This is what truly separates us from our competition. We don't just manage the work, we put the work in place.



VALUE ADDED PRECONSTRUCTION

Although there are many benefits to bringing a builder to the table during design, Woodruff Construction believes a construction manager brings three top values to the pre-construction process: accurate cost estimating, construct-ability review, and a schedule-driving mindset. In order to provide accurate cost estimating throughout the pre-construction process, we first can pull from the library of historical costs for similar projects we have worked on in the past. Secondly, we also self-perform various scopes of work and have the ability to estimate those scopes very accurately and efficiently. Lastly, Woodruff has great relationships with many key sub trades in the local market and has the ability to partner for pricing information.

Woodruff brings the perspective of the builder to the table, and throughout the design process, our job is to challenge the design team on the "how." As a team we will encounter issues on how we can build something within the various parameters we have, but the discussion of the "how" needs to happen early on vs. waiting until boots are on the ground. Once construction begins, it is understood by all that the construction manager owns the schedule. However, in addition to the construction phase on all of our design-build and CM design assist projects, we take the lead and responsibility for driving the schedule during the pre-construction phase. We will hold not only ourselves, but all team members accountable for meeting deadlines. Whether it is owner decisions, design documents, or pricing options, we are all accountable to meet milestones, and without a team member taking the lead to drive a schedule, it will inevitably delay.



SCHEDULE DEVELOPMENT & MANAGEMENT

As mentioned in this section, Woodruff fully believes that one of our top values during pre-construction is to develop and drive the schedule. Before we start in on any schematic design, we develop a milestone schedule. We take that milestone schedule and add more detail for each team member: owner, designer, Woodruff. By doing this, we create a specific vehicle for keep each other accountable. At each progress meeting we will provide a schedule status update and speak to any known or potential changes. Also, as we begin to define the project better and we gain a clearer understanding of the scope, we will build out the construction portion with more detail. By the time we reach the bidding phase, we expect to have a detailed and accurate schedule.

Once construction begins, our project manager and superintendent will incorporate Last Planner scheduling techniques (which is a lean construction method) to the scheduling process. Prior to mobilization we will hold what we call a “phase pull plan” with Woodruff, the owner, the design lead, and all major subcontractors. Since March of 2020, we have had to modify our approach to conducting our initial phase pull planning. We now hold several smaller meetings with key members of the team to develop and conduct our phased pull plan. Although meeting all together is most efficient, we have seen similar buy-in and quality of schedules using our modified approach. Depending on the project, we may hold 2-3 phase pull plans.

Throughout the course of construction after we hold a phase pull plan, our project superintendent will develop a 6-week look-ahead based on the milestone schedule developed in each phase pull plan. This look-ahead schedule will be updated weekly for the entire project, and the project superintendent will hold weekly foreman meetings to update and discuss the look-ahead schedule.

Project scheduling is a big focus for Woodruff Construction. Our way of evaluating and running projects is not based on the percent we can make off the job, but primarily is based on our return per month. This means we focus more on techniques and methods for completing the work more efficiently so that we can complete the job sooner and hand it over to the owner. This mentality has proved to help instill the mindset in our project teams that schedule is always considered with any part of the project we are involved with. Whether it is pricing a change, communicating a shut down, or following up with a team member, we have sense of urgency at all times. We invite you to ask our references regarding our attention to timeliness and sense of urgency. A great example of urgency and attention to schedule is with Marshalltown Company. We were hired and worked as the design builder for this company. We were contracted on April 27th to start from scratch with design and needed to deliver the project by May 31st of the following year. By our commitment to and our diligence with schedule, we were able to pull this off for the owner and they will attest to the problems we were up against. We have provided several other examples that can attest to this as well and we invite you to call and confirm. Overall, we know that one of our biggest strengths we can bring to this team is our ability to develop and drive a schedule.

PROPOSED FEES

To Whom it may Concern:

We appreciate the opportunity to submit a response to this proposal request. Below we have outlined our fees to complete the project.

FEE SCHEDULE

Construction Management Fee 4.5%	\$225,000.00
----------------------------------	--------------

ALLOWANCES FOR HOURLY BILLABLES

Project Superintendent	\$90/hr - \$144,000
Project Manager	\$100/hr - \$40,000
Safety Manager	\$90/hr - \$10,800
Total	\$419,800

Reimbursable Cost Plus Fee Per CM Contract

QUALIFICATIONS

1. Proposal assumes a construction budget of \$5,000,000.
2. Allowances for GMP based on a duration of approximately 40 weeks.

DRAFT AIA® Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« »
« »
« »
« »

and the Contractor:
(Name, legal status, address and other information)

« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«MISCELLANEOUS»

« »
« »

The Construction Manager:
(Name, legal status, address and other information)

« »
« »
« »
« »

The Architect:
(Name, legal status, address and other information)

« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

« »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☐ Stipulated Sum, in accordance with Section 4.2 below

☐ Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below

☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be (\$), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
------	-----------

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

« »

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

« »

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed « » percent (« » %) of the standard rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

« »

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

« »

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed « » percent (« » %) of the standard rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed « » (\$ « »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

« »

§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

« »

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the « » day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent (« » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent (« » %);

- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to « » percent (« » %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;
- .2 Add the Contractor's Fee, less retainage of « » percent (« » %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of « » percent (« » %) from that portion of the Work that the Contractor self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or

arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of « » percent (« » %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of « » percent (« » %) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

[« »] Litigation in a court of competent jurisdiction.

[« »] Other: *(Specify)*

« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

§ 8.3 The Owner's representative:

(Name, address and other information)

« »
« »
« »
« »

<< >>
<< >>

§ 8.4 The Contractor's representative:
(Name, address and other information)

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§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<< >>

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<< >>

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

« »

- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

« »

- .4 Other documents, if any, listed below:

(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

« »

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

« »« »

(Printed name and title)



James E. Tometich, P.E.
President / Principal In Charge

Jim is responsible for the operation of the company, including engineering, drafting, and specifications. Jim brings a wealth of experience, not only in structural engineering, but also construction engineering, architectural design, manufacturing, and forensic engineering. He has developed over 200 new clients, provided structural design for over 1000 new buildings, and numerous remodeling projects over fifteen years of service. His value engineering has assisted in controlling costs on numerous jobs.

Jim's work includes numerous office structures, warehouse buildings, and commercial projects from \$1 million to \$30 million. Over 3000 residential and commercial buildings have been inspected and over 1000 insurance failure or damage investigations have been conducted. Jim also provides professional testimony in legal investigations for many of the failure investigations and other lawsuits.

Education

Iowa State University, Ames, IA
Bachelor of Arts in Architecture – May 1980
DMACC, Boone, IA
Associate of Arts – May 1977

Professional Registrations

Registered P.E., Iowa #11121
Registered P.E., Colorado #PE39511
Registered P.E., Kansas #19988
Registered P.E., Nebraska #E-7577
Registered P.E., N. Carolina #026324
Registered P.E., Texas #103153
Registered P.E., Wisconsin #E-40297

Continuing Education

ICBO Seminars on concrete, masonry, & wood
Product Liability and Warning Labels Seminars
CAD, CAM, CAE Seminars and Trade shows
ASCE Annual Structural Conferences
Forensic Engineering Seminars

Professional Societies

American Concrete Institute (ACI)
American Institute of Steel Construction (AISC)
American Society of Civil Engineers (ASCE)
International Council of Building Officials (ICBO)
Structural Engineers Association of Iowa (SEAIA)
Rotary Club of Des Moines
Urbandale Chamber of Commerce

Notable Projects

West Glen Town Center, West Des Moines, IA
Stuart Cultural Center (All Saints) Restoration, Stuart, IA
Northshore Office Buildings I & II; Urbandale, IA
Hindu Temple and Cultural Center, Madrid, IA
First United Methodists Church Restoration, Burlington, IA
Griffith Building Restoration, Des Moines, IA
Hotel Newton Restoration, Newton, IA
Ritz Theater Restoration, Centerville, IA

Staff Summary

09/05/2023

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: **Motion To Approve City Attorney Engagement Letter**

BACKGROUND: Due to the retirement of City Attorney Havens, the position of City Attorney needs to be filled. Interviews and presentations occurred on August 21.

On August 21, City Council approved the firm Ahlers & Cooney P.C. to serve the role of City Attorney. Fees for services range from \$150 - \$285 per hour depending on experience and expertise. The Firm will honor a 5% discount from the aforementioned rates. Travel time and meeting attendance will be billed at a \$200 flat hourly rate.

FISCAL IMPACT:

RECOMMENDATION: Motion to approve engagement letter and authorize the Mayor to sign any related documents.

ATTACHMENTS:
[Storm Lake City Attorney Engagement \(02246554x7F7E1\).PDF](#)

August 25, 2023

Honorable Mayor & Council Members
c/o Keri Navratil, City Manager
City of Storm Lake
620 Erie St.
Storm Lake, IA 50588

RE: City Attorney Services Engagement Agreement 2023-2024

Honorable Mayor and City Council Members:

The purpose of this Engagement Agreement ("Agreement") is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. (the "Firm") will represent the City of Storm Lake (the "City") in connection with certain city attorney services generally described herein. The parties agree that Maria Brownell will be primarily responsible for serving as City Attorney and that Jenna Sabroske and / or other attorneys of the Firm may assist Ms. Brownell, when necessary.

SCOPE OF ENGAGEMENT

Upon approval of this Agreement, the Firm agrees to provide general city attorney services to the City of Storm Lake. General city attorney services include the following:

1. Interpreting and providing opinions on questions regarding a variety of legal issues.
2. Reviewing and providing written legal opinions on proposed ordinances, when requested.
3. Preparing or revising and providing recommendations for proposed ordinances and resolutions.
4. Interpreting and providing staff and Council with written opinions on questions interpreting City and State Code matters when requested.
5. Acting as legal advisor to all city officials, boards and commissions.
6. Attending meetings of the Council, boards, or commissions at the request of the Mayor, Council or Manager.
7. Reviewing materials prepared for the City Council and conferring with the City Manager and/or staff regarding issues that may need to be discussed prior to a meeting, including contracts, agreements, plats, and easements.

8. Providing legal opinions on all contracts prior to approval by the City Council.
9. Assisting staff on personnel issues, including ancillary involvement in collective bargaining issues.
10. Advising staff on planning and zoning issues.
11. Advising staff on code enforcement and nuisance abatement issues.
12. Preparing and reviewing documents related to real estate transactions, including land acquisition and disposal of City-owned land.
13. Providing any other general legal advice as needed.

The following matters are excluded from general city attorney services:

- Litigation matters outside of code enforcement, nuisance abatement or simple misdemeanor prosecutions;
- Union negotiations and collective bargaining related litigation; and
- Eminent domain matters.

Additionally, the Firm's services for bond counsel and economic development matters (including urban renewal, TIF, development agreements, and urban revitalization) would continue to be billed under separate engagement arrangements.

FEES

For general city attorney services, we anticipate the following attorneys and paralegal will be responsible for serving the City's needs:

Attorney	Current Hourly Rate
Maria Brownell	\$280
Kristine Stone	\$285
Jenna Sabroske	\$250
Logan Brundage	\$210
Emily Duffy	\$210
Ann Smisek	\$285
Aaron Hilligas	\$285
Ann Baier (Paralegal)	\$150

Other attorneys in the Firm may provide services as needed by the City.

The above hourly rates reflect the Firm's standard applicable 2023 hourly rates. The Firm typically adjusts hourly rates annually (effective January 1 each year). The Firm will honor a 5% discount from the above-cited rates from the date of execution of this Agreement through December 31, 2024 ("Term") for attorney time related to general city attorney services. Travel time and meeting attendance will be billed at a flat \$200 hourly rate. After the Term, all rates shall be subject to mutual agreement between the parties.

The Firm will not charge for office support services, including word processing and electronic legal research. We propose to charge the costs of photocopies, postage, and any third-party expenses.

Expenses	Cost
Photocopies	.15 / page
Postage	As incurred
Mileage	IRS rate
All other outside expenses less than \$500. All outside expenses over \$500 are sent directly to the client for payment.	

The scope of this Agreement is limited to those services expressly set forth above. The parties acknowledge the City and the Firm have existing engagement agreements for labor and employment, urban renewal, economic development, and bond (finance) related services, separate from this Agreement. The City Council may limit or expand the scope of this Agreement from time to time, provided that any such proposed modification is agreed to in writing by our Firm.

There may be situations that arise from time to time where unique circumstances or activities may warrant the need to engage other attorneys or law firms in connection with the operations of the City of Storm Lake. To the extent the Firm recommends to the City to engage one or more additional attorneys or law firms, and the City approves such an engagement (prior approval of the City Council of such engagement being required), said engagement shall be between the City and said attorney or law firm.

BILLING MATTERS

The Firm will invoice the City on a monthly basis. The format for the statements will contain a description of the dates and a detailed description of the tasks performed, the professionals performing the tasks and the amount of time spent on the tasks, a summary of each professional's time and billing rate, total time, the total fees and an itemization of any expenses. The City will not be billed for time for preparation of such statements.

In addition, the Firm will bill the City for all expenses incurred on its behalf, such as deliveries and other related expenses. The Firm will not charge the City for photocopying expenses, except to the extent such expenses are incurred in connection with litigation matters.

Payment is due and payable within thirty (30) days of receipt of the invoice.

If, for any reason, the City terminates the engagement governed by this Agreement, we will bill the City for the services rendered as of the date of termination based on the hourly rates

of those who provided services. The fee charged by the Firm for this representation will be based in part on the current hourly rate of the person performing the service at the time services are performed. We will also bill you for all expenses we have incurred as outlined above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the City of Storm Lake will be our client and an attorney-client relationship will exist with the Firm with respect to services for which the City Council or City Manager requests our assistance. Either party hereto may terminate this engagement for any reason or no reason upon prior written notice.

RECORDS

At the City's request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Original signed copies of all agreements and documents will be provided to the City at the time of execution thereof. Our own files, including lawyer work product, pertaining to the above-referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this engagement; provided, however, prior to disposition of such documents or other material, the Firm will notify the City of such planned disposition, and the City may elect to have such documents or other material delivered to the City.

APPROVAL

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City Council, and execute, date and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the City of Storm Lake and we look forward to working with you.

Sincerely,

AHLERS & COONEY, P.C.

By 

Maria Brownell

August 25, 2023

Page 5

Accepted and approved on behalf of the City of Storm Lake*

By: _____

Dated: _____

Title: Mayor

*Authorized by Resolution \ Motion _____ approved by the City Council on
_____, 2023.

02244925-1\11149-000

Staff Summary

09/05/2023

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: Worksession on Liquor License Requested Report

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:
[Counties Comparisons](#)
[City Liquor Licenses.pdf](#)

10 Closest Counties in Population + other nearby Counties

County	Population	Active Liquor Licenses	Liq. Lic. Per 1,000 people
Dickenson	18,015	122	6.77
Winnesheik	19,773	88	4.45
Sac	9,652	40	4.14
Carroll	20,742	82	3.95
Cherokee	11,658	43	3.69
Clay	16,300	58	3.56
Plymouth	25,911	81	3.13
Jones	20,649	63	3.05
Benton	25,425	77	3.03
Pocahontas	7,078	21	2.97
Buena Vista	20,991	62	2.95
Bremer	25,201	74	2.94
Washington	22,823	66	2.89
Buchanan	20,478	55	2.69
Henry	20,584	53	2.57
Mahaska	22,133	50	2.26

	Cities	Population	Liquor Licenses
	Indianola, Iowa	15,833	51
	Newton, Iowa	15,760	50
	Norwalk, Iowa	12,799	24
	Boone, Iowa	12,460	43
	Oskaloosa, Iowa	11,558	42
	Spencer, Iowa	11,325	47
*	Storm Lake, Iowa	11,269	43
	Pleasant Hill, Iowa	10,147	24
	Le Mars, Iowa	10,571	33
	Pella, Iowa	10,464	36
	Waverly, Iowa	10,394	41
	Carroll, Iowa	10,321	49
	Fort Madison, Iowa	10,270	41

Staff Summary

09/05/2023

Agenda Item # F.7.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **City Council and Storm Lake United Executive Board Joint Work Session**

BACKGROUND: City Council and the Storm Lake United Executive Board will discuss current and future operations of Storm Lake United

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

ATTACHMENTS:

Staff Summary

09/05/2023

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: Mayra Martinez City Clerk
SUBJECT: City Council Requested Items

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION: Future work session or presentations:

1. Kings Pointe Water Park family pass review - During Budget Review
2. EV Charging Station - During Budget Review
3. Recreational Vehicles/Trailers Parking on City Street - Date Pending

ATTACHMENTS:

Staff Summary

09/05/2023

Agenda Item # F.9.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
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REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Closed Session Reference Iowa Code Chapter 21.5 (c) Matters of Litigation**

BACKGROUND:

Iowa Code allows for cities to have a closed session of the City Council for matters regarding litigation where matters that are either currently in litigation or where litigation is imminent and the disclosure of the issues would enable prejudice or disadvantage the position of the governmental body in that litigation. (Iowa Code Chapter 21.5 (c))

City Council, by roll call vote should vote to go into Closed Session, and then by roll call vote vote to come back into Open Session once they have conducted the discussion allowed by the Iowa Code.

Topics other than those that are specifically allowed to be in closed session are not allowed to be discussed. The City Council may **NOT** make any motions or take any action during the closed session, as all action must be done in open session.

FISCAL IMPACT: No fiscal impact for Closed Session, further action may occur.

RECOMMENDATION: Motion to go into Closed Session Reference Iowa Code Chapter 21.5 (c) - Roll Call Vote

Motion to return to Open Session - Roll Call Vote

ATTACHMENTS: