

**CITY OF STORM LAKE
REGULAR COUNCIL SESSION MEETING,
CITY HALL
COUNCIL CHAMBERS
JULY 17, 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. [BVRMC AWARE Walk / Run Event](#)
 - 3. [Kiwanis Sprint Triathlon / Duathlon Event And Noise Variance Request](#)
 - 4. [Kiwanis Car Show and Kids Activities in the Park Event And Noise Variance Request](#)
 - 5. [Step up and Run Half Marathon & 5K Request](#)
 - 6. [BVU Welcome Weekend Noise Variance Requests](#)
 - 7. [Financial Services Agreement with Piper Sandler](#)
 - 8. [Buy Local Information](#)
 - 9. [SLPD City Code Enforcement Summary](#)
- E. **Unfinished Business**
- F. **New Business**
 - 1. [Public Hearing To Review An Application For A State Revolving Fund \(SRF\) Loan And To Make Available To The Public The Contents Of An Environmental Information Document And](#)

The City's Project Plan

2. Motion Approving Setting A Public Hearing For A Proposed Re-Zoning Of A Parcel Located at 1703 E Lakeshore Drive.
 3. Motion To Approve BV County Community Foundation Grant Match Request
 4. Work Session - RAGBRAI 23 Update
 5. Work Session - Water Conservation Plan Level 3
 6. City Council Requested Items
- G. **Adjourn**

Meeting Protocol

If you wish to speak today, please:

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

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

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

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Staff Summary

07/17/2023

Agenda Item # D.1.



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

FROM: Mayra Martinez City Clerk

SUBJECT: **Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

List of Bills

- King's Pointe & Sunrise Pointe Disbursements
- Approve February 20, 2023, City Council Minutes
- Acknowledge March, April and May 2023 Library Minutes
- Acknowledge March, April and May 2023 Airport Minutes
- Approve Renewal Liquor Licenses for Brew Midtown
- Appoint New Board Members:
 - Christopher Cleveland to the Board of Adjustment (3yr. term)
 - Wilmer Flores to the Planning and Zoning (3 yr. Term)
- Appoint Board Renewal Application for the following:
 - Duane Miller to the Planning and Zoning (3yr. Term)
 - Robert Bennett to the Board of Adjustment (5yr. Term)
 - Robert Ansorge to the Airport Commission (3yr. Term)
- Approve Water Service Agreement for 122 Bayview
- Approve BVRMC AWARE Walk/Run Event
- Approve Kiwanis Sprint Triathlon/Duathlon Event And Noise Variance Request
- Approve Kiwanis Car Show And Kids Activities In The Park Event And Noise Variance Request
- Approve Step Up And Run Half Marathon And 5K Request
- Approve BVU Welcome Weekend Noise Variance Requests
- Approve Financial Services Agreement with Piper Sandler
- Approve Buy Local Information
- Approve Storm Lake Police Department City Code Enforcement Update

FISCAL IMPACT:

- City Will Pay The Following Expenditures:
- List of Bills: \$713,320.63
- King's Pointe & Sunrise Pointe Golf Course Bills: \$356,320.32

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

[07/17/2023 City Claims Expense Report.pdf](#)
[07/17/2023 King's Pointe Claims P 6.29.2023 to 7.12.2023.xlsx](#)
[07/03/2023 - City Council Minutes.pdf](#)
[March 2023 Library Minutes.pdf](#)
[April 2023 Library Minutes.pdf](#)
[May Library 2023 Minutes.pdf](#)
[March 2023 Airport Minutes.pdf](#)
[April 2023 Airport Minutes.pdf](#)
[May 2023 Airport Minutes.pdf](#)
[Chris Cleveland - Planning & Zoning Applicaiton](#)
[Robert Bennet - BOA Application](#)
[Duane Miller - Planning and Zoning Application](#)
[Robert Ansorge - Airport Commission Application](#)
[Wilmer Flores - Planning and Zoning Application.pdf](#)
[Brew Midtown Liquor Application 2023.pdf](#)
[122 Bayview - Water Agreement.pdf](#)

Storm Lake, IA

Payment Date Range: 07/06/2023 - 07/19/2023



Vendor Name	Vendor Number	Payable Description	Total Payments
BVC			
4 Seasons Plumbing Heating & Cooling	002300	Condenser Unit Service	290.50
Buena Vista County Solid Waste	001035	Recycling	163.92
Buena Vista Rifle and Pistol Club	001010	FY2024 Professional Dues	800.00
Control System Specialists, LLC	001013	Fan Blower Motor	1,832.19
Joyce's Greenery	001062	Spooner Family Sign Maintenance May/June	2,001.72
Mike's Electronics Inc	001196	Well House Heater Repairs	2,556.34
		BVC Total:	7,644.67
Contract/Agreement			
Bolton & Menk, Inc	001024	Construction Services	16,944.50
Community Education Dept	001397	4th Qtr FY2023 Agreement	24,934.14
Local Government Professionals Services	001346	Grant Admin Closeout	2,000.00
SCE, LLC	001344	Hydrant Repairs	1,857.05
Woodruff Construction, Inc	002132	Pay #6 of Library HVAC CDBG	2,014.00
		Contract/Agreement Total:	47,749.69
Local			
A & A Automotive	001022	Courtesy Car Service	1,039.12
Central Bank	001025	Services	6,346.26
Community First Broadcasting	001893	2023 Kid Fest Advertising	621.25
Culligan Water Storm Lake	001071	Water Supplies	35.00
Dennis R Julius	001064	Entrance Mat Services	153.80
Edwards Storm Lake	001114	Tension Bearing Replacement	765.43
Fareway Stores, Inc	001535	Supplies	119.80
Fastenal Company	001033	Saw Blades	25.96
Graffix Inc	001187	Promo Items	840.19
Graham Tire	001093	New Tires	503.88
Growmark, Inc	001016	Fuel	11,616.71
Iowa Office Supply Inc	001037	Office Supplies	1,002.34
Jim Bartholomew	001069	July 2023 Airport Contract	6,136.21
Lake Animal Hospital	001029	Bd & Disp Dogs & Ozzy Visit	98.20
Long Lines	001077	Fax Line & Emergency Line Service	1,538.41
McCrea Eneterprises	001176	Paint Supplies	254.00
Michael P. Reinert	001079	Steel Materials	255.98
Plumbing & Heating Wholesale, Inc	001126	Pump	293.62
Qwest Corporation	001070	Phone Service	75.06
Rebnord Technologies, Inc	001091	IT Service Agreement	4,025.00
Reding's Gravel & Excavating Co., Inc	001132	Sand	287.55
Rent-All, Inc	001210	Scaffolding	224.00
Siouxland Certified Testing Services, Inc	001190	Testing Services- 4th Street Watermain	546.00
Smith Concrete Service Inc	001134	Concrete	15,715.91
Stanton Electric, Inc	001264	Great Lawn/Awaysis Power Upgrades	32,911.51
Storm Lake Ace Hardware	001216	Supplies	1,689.45
The Storm Lake Times	001214	June 2023 Publications	3,230.62
Verizon Wireless Services LLC	001075	Cell Phone Service	3,658.11
Visual Edge Inc	001063	Copier Maintenance Agreement	479.00
		Local Total:	94,488.37
Non-Local			
4imprint, Inc	002341	Printings	374.55
ABC Pest Control, Inc	001078	Pest Control Services	227.50
Ahlers & Cooney, P.C.	001023	Labor Relations	570.00
Baker & Taylor, Inc	001957	Books	374.41

Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Bend Mailing Services, LLC	002013	Bill Printing Services	3,219.68
Biblionix, LLC	001008	Annual Subscription	2,150.00
Boji Portable Toilets Inc	001133	Portable Toilet Rental	400.00
Brodart Co.	001009	Books	436.65
Cannon Moss Brygger & Associates, PC	002105	Professional Services	299.78
Central Iowa Distributing, Inc	001026	Cleaning Supplies	788.00
Cintas First Aid & Safety	001094	First Aid Supplies	151.21
Core & Main LP	002000	Headlamp	106.11
Dale Vitito	001061	Uniform	73.84
Eastern Aviation Fuels, Inc	001030	Jet Fuel	21,223.43
Ed M. Feld Equipment Company, Inc	001031	TIC Kit	3,363.84
Education Speciality Publishing	002211	DVDs	297.00
Electric Pump Inc	001032	CG & WTP LS Service	2,020.13
Farm & Home Publishers LTD	001644	Plat Books	67.25
Fischer Bros, LLC	002308	35% Down- IWP & Slide Repairs	202,783.60
Foundation Analytical Laboratory, Inc	001100	Testing Services	3,300.25
Guardian Alliance Technologies, Inc	002243	Screening Report	52.00
Hawkins, Inc	001112	Chemicals	16,345.51
H-O-H Water Technology, Inc	001400	Polymer	11,066.00
Ingram Library Services, Inc	001268	Books	198.43
International Association of Electrical Ins	001654	FY2024 Membership- Olesen	120.00
Iowa Department of Natural Resources	001286	PWSID: 1178097 - FY2024 Water Supply Fee	1,257.76
Iowa Division of Labor	001560	Boiler Inspection	160.00
iWorQ Systems, Inc	002092	FY2023 Software Subscription	8,500.00
Junior Library Guild	001672	Books	595.42
Language Line Services, Inc	001624	Interpretation Services	97.71
Laurens House of Print Ltd	002161	One Call Brochures	45.00
Linde Inc	001111	Carbon Dioxide	2,266.82
Marcus Lumber Company Corp	002011	Wood Supplies	1,215.86
Midwest Tape, LLC	001275	DVDs	172.41
Midwest Underground Supply, LLC	002321	Mulch	1,371.60
Mississippi Lime Company	001095	Lime	25,540.99
MRA Custom Applications, LLC	001553	May Lime Hauling	14,756.58
Municipal Emergency Services, Inc	001641	Sensors	241.46
NW Iowa Planning & Development Comm	001102	SHIELD Draw #1 FY2024	2,000.00
OverDrive, Inc	001270	FY2023 BRIDGES E-Books	2,666.49
Pattlen Enterprises, Inc	001184	Tires	762.05
Salus LLC	001006	May 2023 Memberships	160.00
Schumacher Elevator Company	001200	Lighthouse Elevator Repairs	69,889.80
Siouxland Turf Products	001131	Chemicals	117.37
State Industrial Products Corporation	002309	WW Program	3,182.20
TimeClock Plus, LLC	002339	Schudle Anywhere License	750.00
Toyne, Inc	001277	Service	307.25
Trinity Regional Medical Center - Fort Do	002330	Physicals- Coleman & Aquirre	2,110.56
Tyler Technologies, Inc	001084	Insite Transaction Fees	203.45
UPS	001121	Shipping	2.84
Utility Equipment Co	001096	Supplies	1,992.00
W. W. Grainger, Inc	001085	Air Conditioners	3,802.97

Non-Local Total: 414,177.76

Payroll/Refunds

Beth Ann Dawson McPherran	001434	June 2023 Homebound	6.88
Custodian of Petty Cash	001272	June 2023 Postage	14.37
Custodian of Petty Cash- Jean Cashman	001470	7/11/2023 Postage	40.40
Efrain Muniz Guerrero	002018	5/22/2023 DW 2- Test Fee	96.87
Friends of the Library	001758	June 2023 Friends CC Donation	25.00
Jorge Tarin	001464	5.5.203 DW 2- Test Fee	54.33
Patrick Diekman	001174	Batteries	58.64
Scott Mack	002149	Rifle Rack Installation	133.50

Vendor Name

Vendor Number

Payable Description

Total Payments

Payroll/Refunds Total: 429.99

Grand Total: 564,490.48

King's Pointe Resort

Claims Publication

From 6/29/2023 to 7/12/2023

Vendor	Description	Amount
360 Custom Designs, LLC	Services	\$ 3,604.00
A&A Automotive Inc	Services	\$ 524.21
ACCO Unlimited Corporation	Supplies	\$ 5,148.31
Alpha Media	Advertising	\$ 400.00
Amazon Capital Services, Inc	Supplies	\$ 1,262.96
American Travel Solutions	Services	\$ 53.57
Atlas Travel	Services	\$ 13.90
Authnet Gateway	Services	\$ 25.00
Bomgaars Supply Inc.	Supplies	\$ 311.22
Carey's Furniture	Supplies	\$ 29.19
Cintas Corporation	Supplies	\$ 3,603.15
City of Storm Lake	Utilities	\$ 3,527.88
Consolidated Hospitality	Services	\$ 1,627.79
Covington Travel	Services	\$ 44.70
Doll Distribution	Beverages	\$ 3,243.05
ECOLAB	Supplies	\$ 918.99
Farm News	Advertising	\$ 350.00
Feld Security	Services	\$ 2,998.00
Fintech	Services	\$ 61.27
Foundation Analytical Lab	Services	\$ 132.00
Grainger	Supplies	\$ 32.18
Grell Roofing, LLC	Services	\$ 1,605.00
GuestSupply	Supplies	\$ 2,345.85
Hard Tops of Iowa	Supplies	\$ 1,159.07
Hawk-I Electric	Services	\$ 2,299.12
Hermel Wholesale	Food	\$ 303.18
HyVee	Beverages	\$ 1,467.22
Iowa Dept of Rev	Taxes	\$ 37,665.72
Iowa Division of Labor	Services	\$ 80.00
Johnson Brothers	Beverages	\$ 1,717.38
Joyce's Greenhouse	Services	\$ 1,338.60
KCAU TV	Advertising	\$ 1,350.00
KTIV	Advertising	\$ 1,365.00
Laurens House of Print, LTD	Supplies	\$ 51.00
Long Lines LLC	Utilities	\$ 880.45
M3 Accounting Services Inc.	Services	\$ 345.00
Martin Brothers	Food	\$ 24,366.74
Mediacom	Utilities	\$ 482.90
Mood Media North America Holding	Services	\$ 119.45
Nelson's Vet Supply	Supplies	\$ 67.95
Northern Lights	Supplies	\$ 64.81
Northwind - Maestro PMS	Services	\$ 450.00

Pepsi Beverages Company	Beverages	\$ 2,645.23
Pitney Bowes Inc	Postage	\$ 3.07
Quore Systems, LLC	Services	\$ 285.00
Rebnord Technologies, Inc.	Services	\$ 3,088.28
Rent-All Inc.	Supplies	\$ 414.48
RFID Hotel	Services	\$ 840.90
Sceptre Hospitality Resources, LLC	Services	\$ 2,792.19
SESAC LLC	Services	\$ 317.94
SGS, LLC	Utilities	\$ 60.00
Shift 4	Services	\$ 17,116.64
Spencer Radio Group	Advertising	\$ 92.00
Spencer Reporter	Services	\$ 5.93
Storm Lake Ace Hardware	Supplies	\$ 1,830.15
Storm Lake Times	Advertising	\$ 744.00
Storm Lake United	Services	\$ 905.00
Symmetry Energy Solutions LLC	Services	\$ 8,160.05
Sysco Iowa, Inc.	Food	\$ 15,978.40
TCY Machine Inc.	Supplies	\$ 283.55
The Messenger	Advertising	\$ 175.00
TY Inc.	Supplies	\$ 176.42
Verde Outdoor Media LLC	Advertising	\$ 1,850.00
Wells Fargo Financial Leasing, Inc.	Services	\$ 235.18
Western Iowa Tourism Region	Services	\$ 150.00
Wiese Plumbing & Heating Inc	Services	\$ 477.00
W-O Mgmt Fee- Apr 2023	Agreement	\$ 10,408.84
W-O Payroll 7/7/2023	Payroll	\$ 179,849.26
		<u>\$ 356,320.32</u>

CITY OF STORM LAKE REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS JULY 3, 2023, 5:00 PM

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

Staff Present: City Manager Keri Navratil, City Attorney Phil Havens, King's Pointe Manager Amy Von Bank, Building and Code Compliance Director Scott Olesen, Library Director Elizabeth Huff, Development Services Specialist Lee Dutfield, Communications Coordinator Dana Larsen, Public Services Supervisor Scott Bonebrake, Finance Director Brian Oakleaf, and City Clerk Mayra Martinez

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

Pledge of Allegiance

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

Disclosure by City Council Members – No items at this time

Hear the Public - none

Mayor Porsch mentioned that Kids Fest was a great event. The event had an estimate of more than 1,500 children and families. Thanked King's Pointe who helped the City sponsor the event that included free waterpark admission. Also thanked the 50 to 60 city staff members for being out there on a Sunday and their participation to our community to show the kind of people we have working for our community.

Community Education, Storm Lake United, puppet theater sponsored by ISG, BVU football team, mascot the Tornado, Panther, and King Splash, Bolton and Menk booth, Community Health Center, BV County Public Health, Witter gallery face painters, Professor Von Air, Dance performers from the our Karen and Latino communities, Iowa State Historical Society mobile museum, Snack Shack, Tyson Food, Tropical Snow, Hy-Vee, Koenig port a pots, and many more. Looking forward to Kids Fest #3.

Consent Agenda - Moved by Council Member Ricklefs to approve List of Bills Check #'s 80076 through 80142, EFT #'s 1159, 4229 Through 4281, DFT #'s 1931 through 1947 and 1949 through 1960, King's Pointe & Sunrise Pointe Disbursements, June 19, 2023 City Council Minutes, acknowledge June 22, 2023 Civil Service Minutes and Certify Eligibility List, renewal Cigarette Permits for From Earth Wellness, Wal-Mart Store #1526, May Flower Asian Grocery, Fareway Store #461 Approve Temporary Liquor License for Storm Lake United, Legendary Hospitality LLC dba Malarkys, Renewal Liquor License for El Mexicano, Band Board Application 2023 - Matt Pearson - 3-year term Approve Airport Commission Board Application 2023 - Cynthia Turner - 3-year term, and approve Storm Lake Police Department City Code Enforcement Update. Seconded by Council Member Martinez. Vote: All ayes with Council Member Tyson Rice absent. Motion carried.

Unfinished Business - None

New Business

Malarky's Noise Variance Request - Moved by Council Member McKinney to approve Malarky's Noise Variance Request for July 23rd from 8:00 pm to Midnight like other Ragbrai events that will

going on. Seconded by Council Member Martinez. Vote: All ayes with Council Member Tyson Rice absent. Motion.

Library HVAC Renovations – Moved by Council Member Ricklefs to adopt Resolution No. 01-R-2023-2024 to approve Change Order No. 4 to reduce the contingency fund by \$2,120.00, leaving \$43,751.00 remaining in contingency funds for the Storm Lake Public Library HVAC Renovations Project. Seconded by Council Member Ramos. Roll call vote: All ayes with Council Member Tyson Rice absent. Motion carried.

RESOLUTION NO. 01-R-2023-2024

**RESOLUTION APPROVING CHANGE ORDER NO. 4 FOR THE
STORM LAKE LIBRARY HVAC PROJECT**

WHEREAS, the City of Storm Lake, Iowa has heretofore entered into a contract with Woodruff Construction of Fort Dodge, Iowa, for the Storm Lake Library HVAC Project; and

WHEREAS, during the course of the work the contractor hit a hot water line that was not known to exist and then an electrical conduit, also not known to exist; and

WHEREAS, the City has consulted with the project architect and has agreed that the request for this change in scope proposed by Woodruff Construction is justified; and

WHEREAS, the City and Contractor have agreed to deduct the total cost of the changes from the original contingency sum; and

WHEREAS, the proposed scope change will result in an decrease in the balance of the contingency sum that is a part of the contract with Woodruff Construction; and

WHEREAS, the proposed change will not result in either an increase or decrease in the contract price at this time.

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

Section 1. That the contract with Woodruff Construction, of Fort Dodge, Iowa be amended as outlined in Change Order No. 4 by changing the project cost by a net change of \$0.00 (zero), to a total project cost of \$594,500.00.

Section 2. That the contingency sum within the contract be decreased by \$2,120.00 to a total of \$43,751.32.

Section 3. That the contract with Woodruff Construction, of Fort Dodge, Iowa be amended as outlined in Change Order No. 4 by changing the total working days in the contract by zero (0) days.

Section 4. The Mayor is hereby authorized to sign Change Order No. 4 on behalf of the City of Storm Lake.

Section 5. Change Order No. 4 is hereby accepted and approved by the City of Storm Lake.

PASSED AND APPROVED THIS 3RD DAY OF JULY 2023.

Michael Porsch, Mayor

ATTEST

Tyson Foods, Inc. Water Agreement - Moved by Council Member Ramos to approve the second amendment to an agreement with Tyson Foods, Inc for water services to be extended to August 15, 2023. Seconded by Council Member Martinez. Roll call vote: All ayes with Council Member Rice absent. Motion carried.

Rural Child Care Market Study Grant Update - Lee Dutfield updated the council regarding the Rural Child Care market study. Lee mentioned that The Steering Committee consists of local businesses and stakeholders who play a key role in building local awareness and engagement in the project. This group will disseminate surveys for the Market Analysis and encourage participation. Following the Market Analysis, the Steering Committee will help identify the appropriate participants for the strategic planning process. The market analysis will start August 1st, 2023 and it will be 3 months Aug, Sept & Oct. process. Analysis of local childcare needs and existing supply. The data used for this analysis is collected from FCF's research of local demographics and local childcare supply, incorporating results from three surveys developed by First Children's Finance (FCF). Demographics – population, fertility, family characteristics and income levels, labor force, unemployment, employment by industry and wages. Surveys – Parent Survey, Employee Survey, Existing Child Care Providers, Identify - community's childcare gap, which provides a number of childcare spots that would be reasonable to meet the community's workforce needs in our community. November 1st, 2023 – 3 months Nov., Dec. & Jan. This process consists of 4 strategic planning sessions during which the initial steering committee and strategic planning participants from the community identify priorities to address the childcare needs identified in the market analysis. Participants will develop a vision and 5-year goals for childcare, and then detailed strategies to provide a roadmap to achieve the goals. After the final Strategic Plan for Child Care report is delivered, a presentation is made to an audience of the client's choice. Final deliverables in conjunction with this project, First Children's Finance will provide the following: Face-to-face and/or virtual meetings, Ongoing consulting by email and phone, Document: Child Care Market Analysis, Document: Strategic Plan for Child Care

City Council Requested Items – Council Member Martinez would like to revisit King's Pointe Waterpark family pass requirements.

Mayor encouraged the public to attend the 4th of July events.

Adjourn - Moved by Council Member McKinney to adjourn at 5:24 pm. Seconded by Council Member Ramos. Vote: All ayes with Council Member Rice absent. Motion carried.



Storm Lake, IA 50588
712-732-8026
www.stormlake.lib.ia.us
Or visit us on Facebook

Library Board Meeting, City of Storm Lake, March 13, 2023, 4:00 p.m.

Present: Board President Mary Kay Hudspeth, Sarah Freking, Sue Lyngaas, Barb Wells. Also present, Elizabeth Huff, Library Director; Scott Olesen, City Hall Building Official; Tom Cullen, Storm Lake Times.

Board President Hudspeth called the meeting to order at 4:00 p.m.

Disclosures by Board Members - None

Agenda – Moved by Board Member Lyngaas to approve March 13 Agenda. Seconded by Board Member Wells. Vote all ayes. Motion carried.

Renovation Update – In regard to Board Member Eliason’s question why boiler replacement was not included in the grant, Scott Olesen began his report the funding was based on COVID mitigation. The old system was failing in air handling. Fresh air balance was a primary factor for the grant. The old system has been removed and will be replaced by 6 new independent units that can handle where air goes along with heating and refrigerants. This major upgrade will provide better air flow through VAV speeds. As each boiler is replaced, as per the city budget, it will integrate into the new system. The Thursday, March 9 meeting led by Kevin Larsen, Woodruff informed the air handler, a large unit above the roof, has encountered supply chain issues as reported by Tran Manufacturing. It might be shipped on April 6. This situation is being monitored by Woodruff. Board Member Freking thanked Mr. Olesen for explaining everything clearly and how things worked together.

Public Hearing – None

Witter Gallery Report – none

Board President, Agreement Study – Board President Hudspeth asked City Hall about the money given by Council to the Witter Gallery and if it affects the agreement. A reply will be coming.

Approval of Minutes – Moved by Board Member Freking to approve February Minutes. Seconded by Board Member Lyngaas. Vote all ayes. Motion carried.

Director’s Report – On the Calendar, Board Member Lyngaas asked about the AARP Community Challenge, so the Director reported on the two grants she was working on, one was

with AARP and the other with American Library Association. Both grants were similar and had to do with rural connectivity through hot spots and computer training for patrons. There were no questions on the Bar Charts or Ledger. The Friends approved funding for summer programs and the Sister Library gift books. The Director reported she may be taking 2 weeks' vacation in April, and she will not be able to attend the August Board Meeting since that will be the weekend for her 50th high school reunion. The Board decided that they would change the August meeting date.

Approval of Bills – Moved by Board Member Wells to approve March Bills. Seconded by Board Member Freking. Vote all ayes. Motion carried.

Approval of Circulation Policy – Moved by Board Member Lyngaas to approve changes to the Circulation Policy. Seconded by Board Member Wells. Vote all ayes. Motion carried.

Library Board Member Requested Items – none.

Adjournment - Moved by Board Member Freking to adjourn the meeting at 4:35 pm. Seconded by Board Member Lyngaas. Vote all ayes. Motion carried.

Elizabeth Huff, Library Director - Please note the above is an unapproved draft of minutes and will be approved by the Board of Trustees on April 10, 2023.

Library Board Meeting, City of Storm Lake, April 10, 2023, 4:00 p.m.

Present: Board President Mary Kay Hudspeth, Jim Eliason, Sarah Freking, Sue Lyngaas, Barb Wells. Also present, Elizabeth Huff, Library Director; Ryan Mohr, Witter Board; Julie Steinfeld, Witter Board President.

Board President Hudspeth called the meeting to order at 4:00 p.m.

Disclosures by Board Members - None

Public Hearing – None

Agenda Approval – Moved by Board Member Lyngaas to approve April 10 Agenda. Seconded by Board Member Wells. Vote all ayes. Motion carried.

Witter Gallery Report – Witter Board President said they will submit their summer schedule. Mr. Mohr asked about the open interior doors of the Gallery. The Library Director said temporary heat by blowing fans was how the Gallery was warmed, however with the warmer weather ahead, it may be possible to close the interior doors. The Construction Project Manager will be asked.

Agreement Study – Ryan Mohr asked the Trustees to vote on the latest revised agreement by the Subcommittee as the Witter Gallery Board has done instead of the agreement written by the City Attorney. Board Member Eliason said he had a copy of the subcommittee's last agreement, and he wanted changes/revisions especially on the agreement written by the City Attorney. Mr. Mohr advised Board Member Eliason to submit the changes for the Subcommittee's consideration, and instead of a meeting, changes could be made by email. Board President Hudspeth said the Library Board was advised by the City Manager they could not vote on an agreement, and she would consult City Hall. Board Member Wells said the Library Board needed clarification whether they could revise the agreement written by the City Attorney.

Approval of Minutes – Moved by Board Member Freking to approve March Minutes. Seconded by Board Member Lyngaas. Vote all ayes. Motion carried.

Director's Report – The Director said the Calendar showed various building repairs. There was no ledger submitted by the City Staff Accountant. The leaking pipes discovered during renovation were repaired and will be a change order to be approved by the Council. The water backflow inspection was satisfactory. Agreements for Enrich Iowa and Bridges were signed and

submitted to the State Library. The Friends purchased furniture for their coffee area to avoid a price increase. The Summer Posters and reading logs were reviewed by the Board and it was suggested the posters be sent to the School Media Centers. Board President Hudspeth asked the Board if they wanted to change the August Meeting Date to the 7th or 21st since the Director will be attending a 50th high school reunion on August 14. The Board will decide next month.

Approval of Bills – Moved by Board Member Eliason to approve April Bills. Seconded by Board Member Wells. Vote all ayes. Motion carried.

Approval of Friends Funds – Moved by Board Member Lyngaas to approve credit card funds for the Friends and forward payment to them by the Finance Department. Seconded by Board Member Freking. Vote all ayes. Motion carried.

Library Board Member Requested Items – none.

Trustees Continuing Education – The Trustees saw 15 minutes of the State Library’s webinar, Intellectual Freedom, Censorship and Confidentiality.

Adjournment - Moved by Board Member Freking to adjourn the meeting at 4:45 pm. Seconded by Board Member Lyngaas. Vote all ayes. Motion carried.

Elizabeth Huff, Library Director - Please note the above is an unapproved draft of minutes and will be approved by the Board of Trustees on May 8, 2023.



Storm Lake, IA 50588
712-732-8026
www.stormlake.lib.ia.us
Or visit us on Facebook

Library Board Meeting, City of Storm Lake, May 8, 2023, 4:00 p.m.

Present: Board President Mary Kay Hudspeth, Jim Eliason, Sarah Freking, Barb Wells. Also present, Elizabeth Huff, Library Director; Brian Oakleaf, City Finance Director/Library Board Treasurer, Julie Steinfeld, Witter Board President.

Board President Hudspeth called the meeting to order at 4:00 p.m.

Disclosures by Board Members - None

Public Hearing – None

Agenda Approval – Moved by Board Member Wells to approve May 8 Agenda. Seconded by Board Member Freking. Vote all ayes. Motion carried.

Approval of Library Budget FY23-24 – Board Treasurer Oakleaf presented the budget which is consistent with past years and called the Trustees' attention to the highlighted gray area of the current year and next year. He noted the increased revenue from fines. The Library Director said the Front Desk benefited from the increased front desk traffic due to the Colorize closure and limited Hy-Vee service. Payroll and Special Levy made up most of the budget. There will be a 3% increase for salaries. The Board President and Board Member Eliason asked about Contractual Service; examples were given such as Homebound Delivery mileage and Julius Cleaners' rug service. Moved by Board Member Freking to approve Library Budget FY23-24. Seconded by Board Member Eliason. Vote all ayes. Motion carried.

Witter Gallery Report – Witter Board President submitted the Gallery's summer schedule. She brought up the subject of joint programming with Maria Roland and was asked by the Library Director to submit a program idea which will determine the date. Gallery wants the Music Department and Mr. Corbet to perform for the Harmony Gardens opening in August.

Agreement Study – Board President Hudspeth read a response from the City Manager about work sessions, the public invited, action on an agreement, vote by the Trustees and submitting to Council. Board Member Eliason wanted a new draft by all three entities (Gallery, Library and City) to work on an agreement draft, especially on the comingling of funds clause and to add arbitration if the Gallery misuses funds. Board Member Freking objected to voting if the City Attorney has not reviewed the agreement. Board President Hudspeth reminded the Trustees that Council was the final authority. She will consult with the City Manager.

Approval of Minutes – Moved by Board Member Wells to approve April Minutes. Seconded by Board Member Freking. Vote all ayes. Motion carried.

Director's Report – Board Member Eliason asked about abbreviations in Calendar, Library Director said FOL were the Friends. DECAT was DHS Social Worker Group in Orange City. DECAT awards mini-grants which the Library Director applies for on behalf of the Friends for the Summer Reading Program. This year the mini-grant was for Social Worker stipends who can address family concerns during the summer for walk-in patrons. The RTU (HVAC) was delivered May 2 and workers have been in the mezzanine. Mr. Rebnord will install technology in the Telehealth Room when certain pieces arrive. Board Member Eliason asked about a second computer for proctoring and was told it was essential to have 2 computers in case the Telehealth computer went offline. The Friends approve \$515 for the summer reading program. The Friends' new furniture is being held at Office Elements and rug at Loews until the construction is over and the rooms have been cleaned. The Trustees received an article on censorship. The Director will have a 1-week vacation at the end of May.

Approval of Bills – Moved by Board Member Eliason to approve May Bills. Seconded by Board Member Freking. Vote all ayes. Motion carried.

Work Session on August Board Meeting Date Change – The Library Board will meet on August 7, 2023, since the Library Director will be attending her 50th High School Reunion on August 14, 2023. The Board will adjourn before the start of the City Council Meeting.

Library Board Member Requested Items – none.

Trustees Continuing Education – The Trustees did not have their Continuing Education session due to the long meeting

Adjournment - Moved by Board Member Wells to adjourn the meeting at 5:04 pm. Seconded by Board Member Freking. Vote all ayes. Motion carried.

Elizabeth Huff, Library Director - Please note the above is an unapproved draft of minutes and will be approved by the Board of Trustees on June 12, 2023.

**Storm Lake Airport Commission
Regular Meeting, Airport Terminal
Monday, March 13, 2023, 4:00 PM**

Present: Commission Members Bob Ansorge, Cynthia Turner, Nathaniel Kitzrow, and Jason Dierking. Staff Present: Jim Bartholomew, John Bartholomew and Tyler Gibbins.

Public Present: Joe Roenfeldt with Bolton and Menk.

Chairman Bob Ansorge called the meeting to order at 4:07 pm.

Hear the Public – No comments.

Minutes – Moved by Commissioner Dierking to approve the February 13, 2023, minutes. Seconded by Commissioner Kitzrow. Vote: All ayes with Commissioner Turner absent. Motion carried.

Financial Report – Moved by Commissioner Kitzrow to approve the financial reports for February 2023. Seconded by Commissioner Dierking. Vote: All ayes. Motion carried.

Fuel Report – Moved by Commissioner Dierking to approve the February 2023 Fuel Report. Seconded by Commissioner Turner. Vote: All ayes. Motion carried.

Airport Manager's Monthly Report – We pushed snow and shoveled sidewalks around the terminal building five times. We checked the lights in hangars and found several burned out. Called Titan Fuel and Fuel Master about the fuel test card that was not working. We received a new test card but it still does not work. We called Titan Fuel and Fuel Master again about the problem with the test card.

John Bartholomew brought up the lighting issues in both the hangars and shop. He has requested to see if the commission would consider purchasing LED replacements. The Commission directed BFS to get quotes from R&R Electric to upgrade to LEDs.

Courtesy Car Usage: 4 Miles: 89
Fuel Meter Reading: Jet A – 647,440
AV Gas – 157,401.5

Administration Report:

Runway 13/31 Lighting Project Closeout - On February 7th, the grant amendment for this project (which is required to draw 100% of the project costs due) was signed and submitted to the FAA.

Runway 17/35 Lighting Project Update - 90% of plans and specs have been submitted to the FAA for consideration. Project is still on schedule. Bolton & Menk to provide any additional updates.

Minimum Standards Policy - Work continues with local building officials as well as Bolton & Menk on developing a minimum standards policy for the commission's considerations. While developing this policy, we continue to look into:

- Through-the-Fence agreement requirements
- Air Park allowances
- Consideration of tenant requested hangar improvements.

Snow Removal Update - Bart's Flying Service has been provided the City's existing snow removal policy at the airport. If agreed, staff will include language in the Manager's Agreement for the commission's consideration.

Adjourn – Moved by Commissioner Kitzrow to adjourn the meeting at 4:29 pm. Seconded by Commissioner Dierking. Vote: All ayes. Motion carried.

Mayra Martinez, City Clerk

**Storm Lake Airport Commission
Regular Meeting, Airport Terminal
Monday, April 10, 2023, 4:00 PM**

Present: Commission Members Bob Ansorge, Cynthia Turner, and Nathaniel Kitzrow Absent: Commissioner Jason Dierking. Staff Present: Jim Bartholomew, John Bartholomew and Tyler Gibbins.

Public Present: Garrett Jacobs with Bolton and Menk.

Chairman Bob Ansorge called the meeting to order at 4:00 pm.

Hear the Public – No comments.

Minutes – Moved by Commissioner Turner to approve the March 13, 2023, minutes. Seconded by Commissioner Kitzrow. Vote: All ayes with Commissioner Dierking absent. Motion carried.

Financial Report – Moved by Commissioner Turner to approve the financial reports for March 2023. Seconded by Commissioner Kitzrow. Vote: All ayes with Commissioner Dierking absent. Motion carried.

Fuel Report – Moved by Commissioner Turner to approve the March 2023 Fuel Report. Seconded by Commissioner Kitzrow. Vote: All ayes with Commissioner Dierking absent. Motion carried.

Airport Manager's Monthly Report – Jim, Mike, John, and Travis attended the Iowa Aerial Applicator's spring safety meeting and Department of Agriculture continuing education program on March 8th and 9th. Pushed snow and shoveled sidewalks around the terminal building. Posted the RC Clubs insurance form on the bulletin board. Inspected hangar doors and lights. Ordered and received 7501 gallons of jet A fuel. Picked up light bulbs at Bomgaars and replaced bulbs in hangars A, E3 and F7. Installed new DNR fuel tags. Replaced light bulbs in hangar E3 and F3 with new led bulbs. Olsen Welding repaired doors on hangars F2, F3 and D1.

Courtesy Car Usage: 2 Miles: 21
Fuel Meter Reading: Jet A – 652,882
AV Gas – 158,265.0

Administration Report:

Runway 17/35 Lighting Project Update: City Council held a public hearing for April 3rd and approved the plans, specs, form of contract, engineer's estimate, accepted bids, and approved the FAA grant application. Bids were opened March 23rd at 2:00pm CST. The apparent low bidder was Voltmer Inc in the amount of \$296,003.25, 26% below the engineer's opinion of probably construction. A construction contract will be completed upon receipt of FAA approval on the grant.

Ansorge Travel Reimbursement Request: Commissioner Ansorge has submitted a request for reimbursement upon his return from the 2023 IPAA (Iowa Public Airport Association) convention in Cedar Rapids, April 11th to April 13th. If approved, funds to reimburse Ansorge will come from the Airport's approved budget for FY2023. Moved by Commissioner Turner to reimburse Ansorge upon his return after final expenses are calculated. Seconded by Commissioner Kitzrow. Vote: All ayes with Commissioner Dierking absent. Motion carried.

Hangar D-1 Door Repairs: Olsen Welding has been making the necessary repairs on the hangar doors per our inspections. Upon arrival at Hangar D-1, Mike noted the bottom metal frame has rusted to the point he is unable to make repairs. A recommendation is to replace the bottom frame for the door in the amount of \$3,678.00. If authorized, this will come from the Airport's building repairs budget for FY2023. Moved by Commissioner Turner to proceed with Mike's estimate to replace the main beam in Hangar D-1 and investigate any additional hangar supports needing repair/replacement. Seconded by Commissioner Kitzrow. Vote: All ayes with Commissioner Dierking absent. Motion carried.

Solar Array was brought up by commissioner Kitzrow. Requested by the commission to have City Staff and Engineer's Bolton & Menk look into solar farms on Airports.

Adjourn – Moved by Commissioner Turner to adjourn the meeting at 4:25 pm. Seconded by Commissioner Kitzrow. Vote: All ayes with Commissioner Dierking absent. Motion carried.

Mayra Martinez, City Clerk

**Storm Lake Airport Commission
Regular Meeting, Airport Terminal
Monday, May 8, 2023, 4:00 PM**

Present: Commission Members Bob Ansorge, Cynthia Turner, Jason Dierking, and Nathaniel Kitzrow. Absent: None. Staff Present: Jim Bartholomew, John Bartholomew, and Tyler Gibbins.

Public Present: Joe Roenfeldt with Bolton and Menk.

Chairman Bob Ansorge called the meeting to order at 4:03 pm.

Hear the Public – Brian Lee – Lives in Seattle, Washington and is an aviation enthusiast.

Minutes – Moved by Commissioner Turner to approve the April 10, 2023, minutes. Seconded by Commissioner Kitzrow. Vote: All ayes with Commissioner Dierking absent. Motion carried.

Financial Report – Moved by Commissioner Kitzrow to approve the financial reports for April 2023. Seconded by Commissioner Turner. Vote: All ayes with Commissioner Dierking absent. Motion carried.

Fuel Report – Moved by Commissioner Turner to approve the April 2023 Fuel Report. Seconded by Commissioner Kitzrow. Vote: All ayes with Commissioner Dierking absent. Motion carried.

Commissioner Jason Dierking arrived at 4:08 pm.

Airport Manager's Monthly Report – Olsen Welding came out and made repairs to hangar doors. We picked up led light bulbs at Bomgaars and changed light bulbs in hangar stalls #6 and #7. We filled in ruts along the taxiway.

Courtesy Car Usage: 5 Miles: 44

Fuel Meter Reading: Jet A – 654,126

AV Gas – 158,515.6

Work Session: Airport Manager's Contract and FBO Agreement

The Airport Commission and the Airport Manager reviewed and discussed terms and agreements of the contract with Bart's Flying Services.

Administration Report:

Solar Farm Discussion: Staff continues to work with engineers, Bolton & Menk, on the potential of adding solar as a source of energy for the Airport.

Airport Wildlife: The presence of several holes in the grass runway was found following last month's commission meeting. In conversations, we found the USDA handles wildlife mitigation,

control, and removals. Staff will be working with Ernie from the USDA to determine the Airport's strategies for mitigating this wildlife.

Chairman Anson: Bob attended the annual Iowa Public Airport Association conference in Cedar Rapids.

Adjourn – Moved by Commissioner Dierking to adjourn the meeting at 5:22 pm. Seconded by Commissioner Kitzrow. Vote: All ayes. Motion carried.

Mayra Martinez, City Clerk



City of Storm Lake Board & Commission Application

First Name	christopher
Last Name	cleveland
Street Address	One Triton Circle
City	Fort Dodge
State	IA
Zip Code	50501
Phone Number	7127322991
Email	cleveland@iowacentral.edu
How many years have you lived in Storm Lake	7
List any volunteer/civic/community activity in which you have been involved:	Rotary Church Multiple Child Care Boards SL Master Plan Committee
Occupation	Administrator
Employer	ICCC
Please check the following City board or commission to which you would like to be appointed:	Planning & Zoning Commission
Why do you want to serve on this board or commission?	After speaking with Scott Olsen - I believe that I may be a positive contributor

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

Do you or any immediate family member own or are part owners of a business doing business with the City of Storm Lake?	No
Are you employed by any business doing business with the City of storm Lake?	Yes
What is the name of the business?	ICCC
Is your salary/bonus determined by financial performance of the company or do you receive a commission?	No
I certify that all answers are correct and true.	
Date	07/11/2023

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

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

Have a great day!



Board Renewal Application

First Name	Robert
Last Name	Bennett
Street Address	1008 EMERALD DR
City	STORM LAKE
State	IA
Zip Code	50588-2723
Phone Number	7122994073
Email	rrb1520@icloud.com
Current Board/Commission Serving	Board of Adjustment

Beginning in 2012 Iowa law requires that government appointed boards and/or commission be gender balanced when and where possible. The City will review all re-appointments for positions based on this state regulation and make re-appointments to comply with that requirement. Should it not be possible to re-appoint you to the same board the City will look at other opportunities to appoint to other boards and/or commissions should you so desire.

Do you still reside within the city limits of Storm Lake?	Yes
Would you like to be re-appointed to the same board/commission if possible?	Yes
Signature	
Date	07/10/2023

Thank you for contacting us. We have received your message and appreciate you reaching out.
Have a great day!



Board Renewal Application

First Name	Duane
Last Name	Miller
Street Address	804, Meadow Lane
City	Storm Lake
State	IA
Zip Code	50588
Phone Number	5157202930
Secondary Phone	5157454720
Email	Duane.Miller55@iCloud.com
Current Board/Commission Serving	Planning and Zoning

Beginning in 2012 Iowa law requires that government appointed boards and/or commission be gender balanced when and where possible. The City will review all re-appointments for positions based on this state regulation and make re-appointments to comply with that requirement. Should it not be possible to re-appoint you to the same board the City will look at other opportunities to appoint to other boards and/or commissions should you so desire.

Do you still reside within the city limits of Storm Lake? Yes

Would you like to be re-appointed to the same board/commission if possible? Yes

Signature 

Date 07/07/2023

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

Have a great day!



Board Renewal Application	
First Name	Robert
Last Name	Ansorge
Street Address	1809 West 6th
City	Storm Lake
State	IA
Zip Code	50588
Phone Number	7116603845
Email	buntrocksalie@gmail.com
Current Board/Commission Serving	Airport Commission

Beginning in 2012 Iowa law requires that government appointed boards and/or commission be gender balanced when and where possible. The City will review all re-appointments for positions based on this state regulation and make re-appointments to comply with that requirement. Should it not be possible to re-appoint you to the same board the City will look at other opportunities to appoint to other boards and/or commissions should you so desire.

Do you still reside within the city limits of Storm Lake?	Yes
Would you like to be re-appointed to the same board/commission if possible?	Yes
Signature	
Date	07/02/2023

Thank you for contacting us. We have received your message and appreciate you reaching out.
Have a great day!



City of Storm Lake Board & Commission Application

First Name	Wilmer
Last Name	Flores
Street Address	1510 w 10th st
City	Storm Lake
State	IA
Zip Code	50588
Phone Number	7127308409
Email	teto1445@gmail.com
How many years have you lived in Storm Lake	24
List any volunteer/civic/community activity in which you have been involved:	4th of july parade- wiese plumbing float communy ed soccer coach
Occupation	storm lake high school building trades instructor
Employer	SLCSD
Please check the following City board or commission to which you would like to be appointed:	Planning & Zoning Commission
Why do you want to serve on this board or commission?	help the community

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

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

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

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

I certify that all answers are correct and true.



Date 07/11/2023

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

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

Have a great day!



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Royal Investment Group LLC

NAME OF BUSINESS(DBA)

Brew Midtown

BUSINESS

(712) 262-2921

ADDRESS OF PREMISES

1100 E 5th st

PREMISES SUITE/APT NUMBER

CITY

Storm Lake

COUNTY

ZIP

50588

MAILING ADDRESS

216 E Milwaukee St

CITY

Spencer

STATE

Iowa

ZIP

51301

Contact Person

NAME

Alaire Nielsen

PHONE

(712) 262-2921

EMAIL

alaire@brewoil.co

License Information

LICENSE NUMBER

LE0002487

LICENSE/PERMIT TYPE

Class E Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

July 11, 2023

EXPIRATION DATE

July 10, 2024

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
inderjit singh	storm lake	Iowa	50588	owner	100.00	Yes
Mary Fieldler						

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Preparer Information: Philip E. Havens, 716 Lake Avenue, Storm Lake, Iowa 50588; (712) 732-7262
Return to: Philip E. Havens, 716 Lake Avenue, Storm Lake, Iowa 50588; (712) 732-7262

**CITY OF STORM LAKE
CONTRACT FOR WATER SERVICE**

On this 13 day of July, 2023, the following Agreement is reached between Carrie L. Brown, hereinafter referred to as "APPLICANT" and the City of Storm Lake, Iowa, hereinafter referred to as "CITY".

Background

CITY is a municipal corporation of the State of Iowa, located in Buena Vista County. CITY operates a water plant and water distribution system and is authorized by its Ordinance III-4-6 to sell water to property owners located outside the city limits and not contiguous to those limits. APPLICANT desires to purchase water from CITY. The parties, therefore, agree that CITY will sell water to APPLICANT and APPLICANT will purchase water from CITY in accordance with the following terms and conditions.

Agreement

1. APPLICANT hereby requests water service to the following described premises:

Street Address: 122 Bayview Steet

Legal Description: See attached Exhibit "A," incorporated herein by reference.

APPLICANT hereby warrants that APPLICANT (individually or jointly, as appropriate) holds title in fee simple to the property described.

2. CITY hereby agrees to sell water to APPLICANT to service the residence or commercial property located upon the property based upon APPLICANT'S representation that the parcel described is the entire parcel of real estate owned by the APPLICANT which is contiguous to the site for which water service is sought.
3. The water to be purchased shall be for human consumption and household or commercial use only and shall not be used for livestock, poultry or other farming operations. In addition, APPLICANT agrees that APPLICANT will not resell the water provided by CITY to any other consumer.

5. Notwithstanding the provisions of the previous paragraph, the parties understand and agree that CITY shall only be responsible to provide water of quality required by the CITY's permit from the Iowa Department of Natural Resources, and that the CITY shall not be liable for failure to supply a particular quantity of water provided that CITY is operating in good faith and is not intentionally treating APPLICANT differently than it is treating consumers within its corporate limits. CITY shall also not be liable for temporary disruption in water service caused by the necessity of repairing, replacing, or servicing water mains which service APPLICANT'S property. Note: In the Bel-air subdivision, the CITY shall not have any responsibility to repair or replace the water main unless and until the Bel-air distribution system has been conveyed to the CITY.
6. APPLICANT agrees that APPLICANT shall be solely responsible for constructing a service line to the nearest available CITY main and the hook up thereto, including the cost thereof, and it is specifically understood that CITY shall have no responsibility to extend its existing main so as to service APPLICANT'S property. Applicant shall be responsible for installing a stop cock (shutoff) on the waterline where it will be accessible to the CITY and for installing a water meter as set forth in paragraph 10. In addition to the actual cost of construction and hook up to the CITY main, APPLICANT shall pay a special hook up fee in the amount of \$1,500.00 to CITY and which fee must be paid prior to the installation of the service line.
7. APPLICANT further agrees that after the installation of the service line APPLICANT shall remain solely responsible for the maintenance of the service line and the cost thereof.
8. APPLICANT further agrees that all installation of service lines and the subsequent maintenance thereof shall be done by a licensed plumber and that no connections to the CITY'S main shall be made except upon specific authorization of the CITY and with appropriate supervision of CITY personnel.
9. The term of this Contract shall be for a period of **10** years commencing on the date of this agreement. During the term of the Contract, it cannot be terminated by either party, in the absence of a breach of the Contract by the opposite party, except upon the written consent of both the CITY and the APPLICANT. This contract shall automatically renew for a **10-year term** unless either party notifies the other party at least one year in advance of the termination of the contract that they desire to renegotiate the contract or terminate the contract.
10. To measure the quantity of water consumed, APPLICANT agrees to purchase a meter and a remote meter, of a size and model to be determined by CITY, from CITY at a cost of \$802.02. APPLICANT further agrees that the meters shall be installed at a location and in the manner required by CITY.
11. APPLICANT shall pay CITY for all water consumed at a rate equal to 150% of the rate charged to CITY'S residential or commercial consumers, as appropriate, payable monthly. The rate referred to herein shall be the rate or rates applicable under the provisions of Chapter III-5 of CITY'S municipal code and any subsequent amendments thereto. The 150% factor shall be applicable not only to the base rate set forth in III-5-1, but also to the premium rate set forth in III-5-7 as well as any other applicable surcharges subsequently adopted. If APPLICANT

12. APPLICANT agrees to be bound by all of the provisions of Chapter III-4 of the Storm Lake Municipal Code, as it now reads or may hereafter be amended, relating to the respective rights and responsibilities of water consumer within the City of Storm Lake to the extent not inconsistent with this Contract. APPLICANT also agrees to be bound by the provisions of Chapter III-5 of the Municipal Code of the City of Storm Lake relating to water conservation measures at any time that such conservation measures are activated for residents of CITY.
13. a. If at any time during the Contract the CITY should annex additional territory into CITY and which annexation is subsequently approved by the City Development Board of the State of Iowa, and if as the result of that annexation any boundary (or portion thereof) of the property described in Paragraph 1 is then contiguous with any portion of the boundary of the City limits of CITY, APPLICANT agrees to file a voluntary petition of annexation to the City of Storm Lake with respect to the property described in Paragraph 1 within 30 days after written notification by CITY of the earlier annexation that caused the contiguous boundaries.
- b. APPLICANT also agrees that if, during the term of the Contract, CITY shall initiate a plan to involuntarily annex territory including the property described in Paragraph 1, APPLICANT will not file nor permit to be filed on APPLICANT'S behalf any resistance to the plan of involuntary annexation.
- c. To guarantee the effectiveness of the covenants contained in this paragraph, APPLICANT identifies the following person or persons who would have a dower interest in this property that are not otherwise parties to this Agreement, and by their signatures hereto, those persons with a dower interest hereby subordinate that dower interest and agree to be bound by the terms of this paragraph. APPLICANT further agrees to obtain a subordination agreement with respect to each lienholder having an interest in this property wherein that lienholder consents to the provisions of this paragraph and this Agreement shall not become effective until such subordination agreements have been received by CITY. Persons who would have a dower or spousal interest in this property are:

(insert the name of any spouse of an owner who is not himself or herself an owner)

Tim Brown

Lienholder against this property as of this date is: NONE.

14. If APPLICANT should breach any of the provisions of this Agreement, CITY Shall be entitled to bring an action for specific performance or for damages, as appropriate, and as an alternative to an action for specific performance and as an additional remedy in connection with or independent of an action for damages, CITY may terminate the Contract. As an additional remedy with respect to a breach of the provisions of Paragraph 4, CITY shall be entitled to charge for the excess water consumed at a rate equal to 200% of the normal contract billing rate. As an additional remedy with respect to a breach of the water conservation provisions of Paragraph 12, CITY shall be entitled to charge at the rate of three cents (\$0.03) per gallon for

CITY OF STORM LAKE

By _____
Micheal Porsch, Mayor

Mayra A. Martinez, City Clerk

APPLICANT

(every person having an ownership interest must sign, as well as any spouse of an owner)

Carrie L. Brown
Carrie L. Brown
Tim Brown
Tim Brown

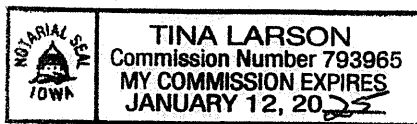
STATE OF IOWA, COUNTY OF BUENA VISTA

This instrument was acknowledged before me on the _____ day of _____, 2023, by Michael Porsch and Mayra Martinez, as Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This instrument was acknowledged before me on the 13 day of July, 2023, by Carrie L. Brown and Tim Brown



Tina Larson
Notary Public in and for the State of Iowa

Sixteen (16), Township Ninety (90) North, Range Thirty-seven (37) West of the 5th P.M., Buena Vista County, Iowa, and containing 36.48 acres, more or less and EXCEPT THE FOLLOWING PARCELS: a part of Government Lot 1 of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section 16, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more fully described as follows: Beginning at the Northwest (NW) Corner of the Northwest Quarter (NW ¼) of said Section 16; thence on an assumed bearing of South 00°24'53" West, along the West line of said Northwest Quarter (NW ¼), 439.71 feet; thence North 54°19'03" East, 123.71 feet; thence North 88°45'41 " East, 978.05 feet to the Ordinary Highwater line of Storm Lake; thence North 31°16'55" West, along the Ordinary Highwater line of Storm Lake, 409.54 feet to the North line of said Northwest Quarter (NW ¼); thence South 89°45'38" West, along the North line of said Northwest Quarter (NW ¼), 862.47 feet to the Point of Beginning. The above described parcel contains 8.13 acres, more or less, and is subject to all easements of record;

AND EXCEPT a part of Government Lot 1 of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 16, Township 90 North, Range 37 West of the 5th P.M. Buena Vista County, Iowa, and being more fully described as follows: Commencing at the Southeast (SE) corner of said Government Lot 1; thence on an assumed bearing of North 00°16' East, along the East line of said Government Lot 1, 383.87 feet to the point of beginning; thence continue North 00°16' East, along the East line of said Government Lot 1, 326.69 feet to the Ordinary highwater line of Storm Lake as determined by the Iowa State Conservation Commission in June and July 1960; thence North 55°58'24" West, along said highwater line, 33.41 feet; thence North 46°04'24" West along said highwater line, 245.75 feet; thence South 61°29'21 " West, 308.04 feet; thence South 32°39'20" East, 147.42 feet; thence South 58°10'29" East, 464.08 feet to the point of beginning. The above-described parcel contains 3.04 acres, more or less, and is subject to all easements of record. Hereafter known as Stoney Point Bay of Buena Vista County, Iowa;

AND EXCEPT a part of Government Lot 1 of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 16, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more fully described as follows: Commencing at the Southeast (SE) corner of said Government Lot 1, thence on an assumed bearing of North 80°16' East, along the East line of said Government Lot 1, 383.87 feet; thence North 50°10'29" West, 464.08 feet; thence North 32°39'20" West, 147.42 feet to the Point of Beginning; thence North 61°29'23" East, 312.62 feet to the ordinary high water line of Storm Lake as determined by the Iowa State Conservation Commission in June and July, 1960; thence North 26°06'17" West, along said high water line, 83.01 feet; thence South 88°52'45" West, 266.17 feet; thence South 07°20'31" East, 220.35 feet, to the Point of Beginning. The above-described parcel contains 0.97 acres, and is subject to all easements of record. Hereafter known as Stoney Point Bay Second Addition, a Part of Buena Vista County, Iowa

Staff Summary

07/17/2023

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: Chris Cole Police Chief

SUBJECT: BVRMC AWARE Walk / Run Event

BACKGROUND: Attached is a request from BVRMC for a run / walk permit along with a noise variance for the annual BVRMC AWARE 5K.

This event will be held on Saturday September 16th at 8:00 AM. See attached route map.

This event is the same as in past years.

FISCAL IMPACT: None

RECOMMENDATION: Approve request upon receipt of insurance certificates.

ATTACHMENTS:
[20230710092008675.pdf](#)



Chris Cole
Director of Public Safety
401 East Milwaukee
Storm Lake, IA 50588

July 7, 2023

Dear Chief Cole;

Buena Vista Regional Medical Center is requesting a help with traffic control, event permit, and a noise ordinance our annual A.W.A.R.E (annual walk and run event) effort to raise awareness about cancer and raise funds to assist individuals with cancer in meeting their personal needs.

The 5K will be held on Saturday, September 16, 2023 at 8:00 a.m., beginning and ending at the main entrance area of BVRMC. I have included a copy of our flyer and a map of the anticipated route for the event so you can determine any street closings or crossing issues.

Please note the route is the same as last year.

Regarding a noise variance, we will make some brief announcements with a loud speaker at the beginning of the race near the Kallmer Education Center entrance and at the conclusion we will have some celebratory music playing.

I will see that we deliver the certificate of insurance for the event to City Hall when we receive from our insurance carrier. We appreciated the support of the City last year and look forward to another safety-partnership for this year's event.

Thank you for your assistance with this matter.

Katie Schwint
Executive Director of Communications
712.213.8601



Staff Summary

07/17/2023

Agenda Item # D.3.



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

REPORT TO: Honorable Mayor & Council

FROM: Chris Cole Police Chief

SUBJECT: **Kiwanis Sprint Triathlon / Duathlon Event And Noise Variance Request**

BACKGROUND: Attached is a request from the Kiwanis for a run / walk permit and noise variance for the annual Sprint Triathlon / Duathlon to be held on Saturday August 19th, 2023. The event will run from 7:00 AM to 12:00 PM.

A certificate of insurance is attached.

FISCAL IMPACT: Costs will be incurred by the police department for traffic control, but will be absorbed in the normal operating budget.

RECOMMENDATION: Approve Request

ATTACHMENTS:
[20230710094435765.pdf](#)

July 10, 2023

City of Storm Lake &
Park Board of Storm Lake
c/o City Clerk
City Hall
620 Erie Street
Storm Lake, IA 50588

RE: Kiwanis Sprint Triathlon / Duathlon
Request for Noise Variance, Fencing/Street Blockage, Use of Awaysis Park/Parking Lot
Date of Events: Saturday, August 19, 2023

Dear Ladies and Gentlemen:

This concerns the Kiwanis Sprint Triathlon events to be held on Saturday, August 19, 2023. The Hy-Noon Kiwanis of Storm Lake will be hosting the 8th Annual "Storm the Lake" Kiwanis Sprint Triathlon / Duathlon. Proceeds from this event will go to Kiwanis and used to supplement the Club's commitment to the recently completed Kiwanis Park.

The event will take place in Awaysis Park/parking lot, Sunrise Park, and various streets. We are requesting your permission to conduct these activities.

August 19, 2023:

General Description: On Saturday, August 19, 2023 we are planning the following activities in Awaysis Park / Sunrise park:

1. Sprint Triathlon consisting of an 800 meter swim, 12.63 mile bicycle ride and a 3.1 mile run
2. Duathlon consisting of a 1 mile run, 12.63 mile bicycle ride and 3.1 mile run.

The Triathlon will start with an 800 meter swim using the Awaysis Beach area and the adjacent bay. The participants will transition to bicycles in the west ½ of the nearby parking lot, exiting the center drive and proceeding east to the City limits turning south on the Lakeside blacktop. Participants will re-enter city limits on Highway 110 on the West side of the lake and travel city streets including Highway 110, Howard Road, Kelvin Road, Emerald Drive, West 5th Street, Grand Avenue and Lakeshore Drive returning to the Awaysis parking lot.

The Duathlon will start with a 1 mile run utilizing Sunrise Park road. The participants will transition to bicycles in the west ½ of the Awaysis parking lot, exiting the center drive and proceeding east to the City limits turning south on the Lakeside blacktop. Participants will re-enter city limits on Highway 110 on the West side of the lake and travel city streets including Highway 110, Howard Road, Kelvin Road, Emerald Drive, West 5th Street, Grand Avenue and Lakeshore Drive returning to the Awaysis parking lot.

All participants will again transition to running and proceed south along Sunrise Park utilizing the Lake Trail to the Lakeside City limits. Runners will proceed to a turnaround point near the outlet dam in Lakeside retuning to Storm Lake and the Awaysis parking.

There will registration and timer tents set up in the Awaysis parking as well as bike racks and timing equipment.

Parking Closures: We request that you permit us (the Hy-Noon Kiwanis) to close off the west ½ of the Awaysis parking, including the center driveway, Awaysis Park and the Awaysis Beach. We would also request use of the Gazebo's in Awaysis Park for overflow administrative activities. This area would need to be closed from 4:00 am to 12:00 pm. We have filed reservations with City Hall re: Gazebos.

Street usage: We would also request that the Hy-Noon Kiwanis be allowed use of the streets named above. We would also request that, with assistance from the Storm Lake Police Department, we be allowed to control traffic to facilitate safe passage of bicyclists.

Noise Variance: We request that you allow us (Hy-Noon Kiwanis) a variance to the noise ordinance. Race announcements will be made through out the event. The variance would be in effect from 7:00 am to 12:00 pm.

A certificate of liability insurance will be provided naming the City of Storm Lake as insured for \$1,000,000 of coverage.

Thank you for your continued cooperation and support of Storm Lake Kiwanis. We look for continued growth and success of the events. Thank you for your attention to this matter.

Sincerely,

Curt

Curt Reis
Safety Committee Chair
Hy-Noon Kiwanis

Triathlon Coordinators:

Duane Queen
804 Kelvin Road
Storm Lake, IA
732-4286

Clark Fort
732-3747

cc: Chris Cole (Storm Lake Public Safety)
Korey Elston, B V Co. Sheriff



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 FAX (A/C, No): 317-817-5151 E-MAIL ADDRESS: kiwaniscert@hylant.com														
INSURED Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Lexington Insurance Company	19437														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 401279873

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		013136005	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			013136005	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2022	11/1/2023	All Claims \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
 August 18th and 19th, 2023 or any future date(s) during the policy term.
 Sprint Triathlon and Duathlon - Swim, Bike and Run
 Located @ Storm Lake - Iowa
 Kiwanis Club of Storm Lake Hy Noon

CERTIFICATE HOLDER

CANCELLATION

City of Storm Lake Attn: Tyler Gibbons - Safety Director 620 Erie St. Storm Lake, IA 50588	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2022

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Storm Lake
Attn: Tyler Gibbons -Safety Director
620 Erie St.
Storm Lake,, IA 50588

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

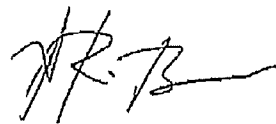
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

Staff Summary

07/17/2023

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: **Kiwanis Car Show and Kids Activities in the Park Event And Noise Variance Request**

BACKGROUND: Attached is a request from the Kiwanis for the annual Kiwanis Car Show and kids activities in the park.

The Kiwanis are requesting road closures at Chautauqua Park Drive and a noise variance for the event. This event will run from 8AM to 5PM on Sunday September 3rd 2023.

This is the same request as in past years.

FISCAL IMPACT: None

RECOMMENDATION: Approve Request

ATTACHMENTS:
[20230710095250145.pdf](#)

July 9, 2023

City of Storm Lake &
Park Board of Storm Lake
c/o City Clerk
City Hall
620 Erie Street
Storm Lake, IA 50588

RE: Kiwanis Car Show and Kids Activities in Park
Request for Noise Variance, Fencing/Street Blockage, Use of Chautauqua Park
Date of Events: Sunday, September 3, 2023

Dear Ladies and Gentlemen:

This concerns the Kiwanis Car Show and other events to be held on Sunday, September 3, 2023. The Hy-Noon Kiwanis of Storm Lake will be hosting the annual car show, Storm Lake Kiwanis Beavers will be hosting a fund-raising meal and 4-H will be holding kids games in the park. Proceeds from the car show will go to Hy-Noon Kiwanis, proceeds from the food sales will go to the Kiwanis Beavers and be used to support our commitment to youth recreation and education. Proceeds from the 4H kids games will go to support their programming.

As in the past, these events will take place in Chautauqua Park. This is our 17th year and again we are requesting your permission to continue these activities in the park.

September 3, 2023:

General Description: On Sunday, September 3, 2023 we are planning the following activities in Chautauqua Park:

1. Auto Show hosted by the Hy-Noon Kiwanis
2. Food Booth
3. Kids Games

Our request is much the same as we requested last year. Our desire is to have a fence separating the east and west side of the park. The fence line would run immediately to the west of the shelter house and tennis courts. We would like to restrict entry into the west side of the park at the corner where Lakeshore Drive, Chautauqua Park Drive, and Cayuga Street meet. This is where show vehicles will enter the automobile show. Food and soda sales booths will be in the vicinity of the north and northeast side of the shelter house.

The public will enter the auto show from the north side through the sidewalk just to the west of the shelter house as in past years. Automobiles for the auto show will enter on the west side of the park by turning onto Chautauqua Park Drive from Lakeshore Drive, as in past years. The east side of the park will be unrestricted to the public.

There will also be a DJ stand set up directly to the northwest of the tennis court area to play classic car music and make award announcements for the auto show. This will be within the confines of the fenced area.

Fence Permit: We request that you permit us (the Hy-Noon Kiwanis) to fence off Chautauqua Park in the same manner as past years. We request that Chautauqua Park Drive be blocked at its entrance from Cayuga Street to the point south of the city maintenance garage. This street would need to be blocked from 8:00 am to 5:00 pm.

Request for Fencing: Please provide us with the fencing to block off the area requested for our activities. Our organization will be responsible for the erection and removal of this fence and will work with the city personnel in this regard.

Noise Variance: We request that you allow us (Hy-Noon Kiwanis) a variance to the noise ordinance. Music and vehicle engines will be performing during the day. The variance would be in effect from 8:00 am to 5:00 pm.

A certificate of liability insurance will be provided naming the City of Storm Lake as insured for \$1,000,000 of coverage.

Thank you for your continued cooperation and support of these events. We look for continued growth and success of the events. Thank you for your attention to this matter.

Sincerely,



Curt Reis
Hy-Noon Kiwanis
Car Show Committee

cc: Carl Turner – Kiwanis Beavers
Chris Cole (Storm Lake Public Safety)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 FAX (A/C, No): 317-817-5151 E-MAIL ADDRESS: kiwaniscert@hylant.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Lexington Insurance Company	
NAIC #	
19437	
INSURED Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1828070869

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		013136005	11/1/2022	11/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Liquor Liability \$1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			013136005	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2022	11/1/2023	All Claims \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
 September 3rd, 2023 or any future date in the policy term.
 Kiwanis sponsored "Escape to the Lake Kar Show"
 Located @ Chautauqua Park, Storm Lake, IA
 Kiwanis Club of Storm Lake

CERTIFICATE HOLDER

CANCELLATION

City of Storm Lake 620 Erie St. Storm Lake, IA 50588	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2022

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Storm Lake
620 Erie St.
Storm Lake,, IA 50588

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

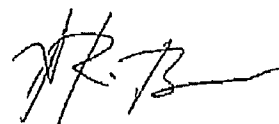
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

Staff Summary

07/17/2023

Agenda Item # D.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: Chris Cole Police Chief

SUBJECT: **Step up and Run Half Marathon & 5K Request**

BACKGROUND: Ofelia Valdez has submitted a request for a run walk permit and temporary road closure for the Step Up and Run Half Marathon & 5K event.

This event will be held on Saturday September 2nd 2023 from 7:30 AM until the finish of the race. The run begins on Sunrise Park Road in front of Kings Pointe and will require the roadway be closed temporarily for the start of the race. Runners will move south through Lakeside and will transition onto the lake trail as they return into Storm Lake City limits.

This event is the same as in past years.

Attached is a course map and a copy of the insurance certificate.

FISCAL IMPACT: Costs incurred by the police department will be absorbed in the normal operating budget.

RECOMMENDATION: Approve Request

ATTACHMENTS:
[20230710101038839.pdf](#)



**Road Running Technical Council
USA Track & Field**

Measurement Certificate

recognized by



Name of the course Step Up Storm Lake Half Marathon Distance 21.0975 km
 Location (state) Iowa (city) Storm Lake
 Type of course: road race ☒ calibration course ☐
 Measuring method: bicycle ☒ steel tape ☐ electronic distance meter ☐
 Measured by (name, address, phone & e-mail) Alex Syhlman, 1828 E Thornton Ave., Des Moines, IA 50320
515-450-1751 alex@truetimeracing.com
 Race contact (name, address, phone & e-mail) Alex Syhlman, 1828 E Thornton Ave., Des Moines, IA 50320
515-450-1751 alex@truetimeracing.com
 Date(s) when course measured: August 4, 2019
 Number of measurements of entire course: 2 Course Configuration: several out/back
 Elevation (meters above sea level) Start 431 Finish 424 Highest 434 Lowest 422
 Straight line distance between start & finish 340 meters Drop 0.3 m/km Separation 1.6 %
 Type of surface: paved 100 % dirt % gravel % grass % track %
 Effective date of certification: August 29, 2019 Certification code: IA19004MF

Notice to Race Director: Use this Certification Code in *all* public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If *any* changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year 2029

AS NATIONALLY CERTIFIED BY:

Michael Franke

Date: August 30, 2019

Michael Franke – USATF/RRTC Certifier

1007 Walnut, P.O. Box 193, Dallas Center, IA 50063 (515) 992-3585 mfranke@q.com

Step Up Storm Lake Half Marathon - mile point locations

Mile 1:

South edge of house 304 Lakeshore Dr.

42°37'11.4"N 95°10'31.6"W

42.619839, -95.175430

Mile 2:

Approximately 10ft before 1st evergreen on Perch St.

42°36'40.7"N 95°11'14.5"W

42.611295, -95.187370

Mile 3:

North Edge of house 102 Elm (Lakeshore Dr)

42°36'57.6"N 95°10'41.4"W

42.616000, -95.178167

Mile 4:

At tree 15ft before the 1st light pole north of the shelter on west side of the trail (north of Sunrise Campgrounds)

42°37'46.1"N 95°10'35.5"W

42.629480, -95.176533

Mile 5:

2 feet west of light pole at corner of Chautauqua Park Drive and lake side trail along E. Lakeshore Dr.

42°38'09.6"N 95°11'32.1"W

42.636009, -95.192236

Mile 6:

Approximately 40 ft NW of Trail intersection with W. Lakeshore Drive (across from SW end of BVU football field)

42°38'16.5"N 95°12'33.4"W

42.637912, -95.209263

Mile 7:

East edge of drive at house 1600 W 4th Street

42°38'35.5"N 95°13'20.8"W

42.643200, -95.222447

Mile 8:

Approximately 57 feet west of light pole at pier in Frank Starr Park

42°38'15.6"N 95°14'04.5"W

42.637653, -95.234575

CERTIFICATE OF INSURANCE				PRINT DATE: 6/30/2023	
				CERTIFICATE NUMBER: 20230630971505	
AGENCY:					
Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta, GA 30328 678-324-3300 (Phone), 678-324-3303 (Fax)				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
NAMED INSURED:				INSURERS AFFORDING COVERAGE:	
USA Track & Field, Inc. Step Up Storm Lake 130 East Washington Street, Suite 800 Indianapolis IN 46204				INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379 INSURER B: Allied World National Assurance Company NAIC# 19489	
EVENT INFORMATION:					
Step Up Storm Lake (9/2/2023 - 9/2/2023)					
POLICY/COVERAGE INFORMATION:					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	X Occurrence	1-TRE-IN-17-01338542-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$4,000,000
	X Participant Legal Liability				EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	X Occurrence	1-TRE-IN-17-01338543-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000
B	OTHER				
	X EXCESS LIABILITY	0313-1301	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$7,000,000
					AGGREGATE \$7,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:					
Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.					
The certificate holder is an additional insured per the following endorsement: Blanket Additional Insured (RSCG 03 03)					
The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 20 01)					
The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).					
Excess policy follows form of underlying General Liability.					
CERTIFICATE HOLDER:				NOTICE OF CANCELLATION:	
City of Storm Lake 620 Erie St. Storm Lake IA 50588				Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.	
				AUTHORIZED REPRESENTATIVE:	
					

Staff Summary

07/17/2023

Agenda Item # D.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: Chris Cole Police Chief

SUBJECT: **BVU Welcome Weekend Noise Variance Requests**

BACKGROUND: BVU has submitted a noise variance request for the following dates and times:

Friday, August 25:

2:20pm – 3:30pm Music playing for the New Student Processional from the Fieldhouse to Schaller Chapel

Sunday, August 27:

7:00pm-11:00pm – Welcome Back Concert, Diamond Empire on Central Campus (Sound check, concert, and tear down)

This request is similar as in past years.

FISCAL IMPACT: None

RECOMMENDATION: Approve Request

ATTACHMENTS:

Staff Summary

07/17/2023

Agenda Item # D.7.



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: Brian Oakleaf Finance Director

SUBJECT: **Financial Services Agreement with Piper Sandler**

BACKGROUND: Our application for SRF funding requires a payback analysis provided by an Independent Certified Municipal Advisor. This agreement would engage Tim Oswald of Piper Sandler & Co. to provide this service. Mr. Oswald has provided these services multiple times.

FISCAL IMPACT: Minimum of \$7,500, however, the SRF has given Piper Sandler guidance as to scope of service, and the agreement and fee reflects that guidance.

RECOMMENDATION: Approve the Agreement and authorize signature by the Mayor.

ATTACHMENTS:
[contract signed by Tim.pdf](#)

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on _____, 2023 by and between City of Storm Lake, Iowa (the Client) and Piper Sandler & Co. (Piper). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. **Scope of Services.**

- A. **Services to be provided.** Piper is engaged by the Client to provide services with respect to Water tower project expected to be funded by the SRF during the years 2023-2024.
- B. **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:
1. As requested by the Client, provide alternative debt retirement schedules including estimates of interest cost savings associated with the refinancing
 2. Propose bond terms for the securities being sold
 3. Develop a timeline with respect to the issuance of proposed securities
 4. Prepare and submit post-sale analysis to Client, including but not limited to preparation of final debt maturities, cost of issuance summaries, pricing and debt service schedules, issue price and re-offering verification, bond yield verifications, weighted average maturity, and refunded bond statistics (WAM, savings, etc.).
 5. Coordinate the closing of the transaction
 6. Attend meetings of the Client's governing body, as requested

For Services Respecting Official Statement.

Piper has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper as the municipal advisor if provided by Piper in writing for inclusion in such documents.

II. **Limitations on Scope of Services.** In order to clarify the extent of our relationship, Piper is required under MSRB Rule G-421 to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and Piper.

Unless explicitly directed by you and agreed to by us in writing, the Scope of Services does not include evaluating advice or recommendations received by you from third parties.

To the extent that we provided the Client and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are made using software licensed to the Financial Services Provider by a third party vendor, DBC, and are provided for informational purposes only. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

The Scope of Services does not include tax, legal, accounting or engineering advice, or review of any third-party feasibility study, with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

III. **Amending Scope of Services.** The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

¹ See MSRB Rule G-42(c)(v).

V. **Compensation.**

Compensation is contingent on size of bond issue or nominal value of product and contingent on closing. The fee will be calculated as 0.25% of the par amount of securities issued, with a minimum of \$7,500. Compensation is payable in immediately available funds at closing.

VI. **IRMA Matters.** If the Client has designated Piper as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper and Client agrees not to represent, publicly or to any specific person, that Piper is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper’s prior written consent.

VII. **Piper’s Regulatory Duties When Servicing the Client.** MSRB Rule G-42 requires that Piper undertake certain inquiries or investigations of and relating to the Client in order for Piper to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper undertakes a determination of suitability of any recommendation made by Piper to the Client, if any or by others that Piper reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper in carrying out these duties to inquire or investigate, including providing to Piper accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper provide advice with regard to any recommendation made by a third party (and Piper agrees to such assignment), the Client will provide to Piper written direction to do so as well as any information it has received from such third party relating to its recommendation.

VIII. **Expenses.** Piper will be responsible for all of Piper’s out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper for their expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

IX. **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, shall terminate upon completion of the Project.

So long as Piper is performing pursuant to this Agreement, the Client may not terminate this Agreement during its term. In the event of non-performance by Piper, the Client shall first give written notice to Piper of the specific event of non-performance, and shall allow Piper 30-days to remedy the specific item of non-performance, prior to termination. If Piper fails to remedy the specific item of non-performance within the prescribed 30-day period of time, the Client may immediately terminate this Agreement by providing payment to Piper for all Reasonable Fees. Piper may terminate this Agreement at any time, however, in the event of termination, only the sum of the Reasonable Fees earned, whether previously billed to the Client or not (if not previously paid) shall be due and payable. Reasonable Fees shall mean: With respect to each Issue, the gross fee for that component of bonds multiplied by the ratio that is the total amount of time, in months, that have passed since the execution of this Agreement divided by the total amount of time, in months, necessary to financial closing of the component of the Issue. By way of example, if the Agreement is executed on January 1, 2023, and the expected completion of

one component of Bonds is September 1, 2023 (that being 8 months), and the Agreement is terminated on July 1, 2023 (6 months after execution), then the ratio shall be gross fee multiplied by (6/8). The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

X. **Independent Contractor.** Piper is an independent contractor and nothing herein contained shall constitute or designate Piper or any of its employees or agents as employees or agents of the Client.

XI. **Entire Agreement/Amendments.** This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Piper and Client.

XII. **Required Disclosures.** MSRB Rule G-42 requires that Piper provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper's Disclosure Statement attached as Appendix A to this Agreement.

XIII. **Limitation of Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper or any of its associated persons, Piper and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper to the Client. No recourse shall be had against Piper for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIV. **Notices.** Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Storm Lake
620 Erie Street
Storm Lake, IA 50588
Brian Oakleaf, Finance Director
712 732-8000
Oakleaf@stormlake.or

Or to Piper at:

Tim Oswald, Managing Director
Public Finance Department
Piper Sandler & Co.
3900 Ingersoll Ave. Suite 110
Des Moines, IA 50312

With a copy to:

Piper Sandler & Co.
Legal Department
800 Nicollet Mall, Suite 900
Minneapolis, MN 55402

XVI. **Consent to Jurisdiction; Service of Process.** The parties each hereby (a) submits to the jurisdiction of any Federal court sitting in Des Moines, Iowa for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in Federal court sitting in Des Moines, Iowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVII. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the state of Iowa.

XVIII. **Counterparts; Severability.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. **Waiver of Jury Trial.** THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXI. **Authority.** The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper's performance of its activities under this Agreement:

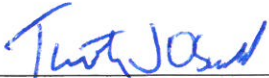
Brian Oakleaf, Finance Director

The following individuals at Piper have the authority to direct Piper's performance of its activities under this Agreement:

Tim Oswald, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Piper Sandler & Co.

By: 
Tim Oswald
Its: Managing Director
Date: 7-12-23

ACCEPTED AND AGREED:

City of Storm Lake

By: _____
Title: _____
Date: _____

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) ***Disclosures of Conflicts of Interest.*** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Option 1: The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) ***Disclosures of Information Regarding Legal Events and Disciplinary History.*** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) ***How to Access Form MA and Form MA-I Filings.*** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at

<http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) ***Future Supplemental Disclosures.*** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Staff Summary

07/17/2023

Agenda Item # D.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: Buy Local Information

BACKGROUND: Early in 2011 during a Study Session discussion Council asked staff to look at putting together some analysis information regarding the amount of purchases made locally. We have pulled that information together and a provided a summary of purchases identified in the current list of bills to be approved that are purchased locally (within the City of Storm Lake), within Buena Vista County, and outside of Buena Vista County are presented here for Council's review. This information is presented for for both the City and King's Pointe's bills. As the reader reviews the information they should note the following key notes: Costs associated with any major capital project (those bid under the State of Iowa Bid Law) are excluded from the calculation Costs associated with travel is excluded from the calculation and % Costs associated with payroll is excluded from the calculation and % In some cases there is only one vendor or an item is only available from vendors outside of the City limits and/or Buena Vista County – we have not identified these Some departments have fairly minor budgets and a major purchase can skew the % and or amount for a given review period (For Example: the Airport may have normally \$4,000 - \$6,000 in expenses until they purchase Jet Fuel or Av Gas which can be \$10,000 + and as a vendor who is not local this can skew the information for that review period) Local has been determined to be has an office front in the area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here) As with all analytical data it is possible to interpret the numbers in a variety of ways and as we move forward we would be happy to provide further detail and or revise the way in which we show the data. Likewise if you have any questions or concerns please don't hesitate to contact city staff.

FISCAL IMPACT:

BREAKOUT CALCULATED EXPENSES:

Buena Vista County: \$ 7,644.67

Contract/Agreement:	\$ 47,749.69
Local:	\$ 94,488.37
Non-Local:	\$ 414,177.76
<u>Payroll/Refunds/Payroll Tax & Ins:</u>	<u>\$ 149,260.14</u>
TOTAL EXPENSES:	\$ 713,320.63

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

[07/17/2023 Project Report.pdf](#)

Summary

Project Summary

Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
01112-0019	WasteWater Treatment Facility Wetla...	1,173,565.00	0.00	1,171,509.84	0.00	1,171,509.84	2,055.16
01112-0020	10th & Ontario StormWater Improve...	1,753,734.33	0.00	1,753,734.33	0.00	1,753,734.33	0.00
01112-0021	4th & Oats StormWater Improvements	832,997.63	0.00	833,347.35	0.00	833,347.35	-349.72
OP1.122814	Richland Street, Phase 2 Improvemen...	174,107.75	174,107.75	174,095.25	0.00	174,095.25	12.50
OP1.124529	2021 Fiber Optic System Improvement	1,512,413.00	1,512,413.00	1,512,318.50	0.00	1,512,318.50	94.50
OP1.124889	2021 Cabin Construction	3,300.00	0.00	3,300.00	0.00	3,300.00	0.00
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	395,903.25	395,903.25	46,323.76	1,016.00	47,339.76	348,563.49
16-19284	4th & Bartion Storm Water Improvem...	760,113.88	0.00	760,113.88	0.00	760,113.88	0.00
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
20-23848	Storm Lake WTP- Electrical MCC Repla...	268,494.81	0.00	285,519.75	0.00	285,519.75	-17,024.94
20-24387	Radio Park Lift Station Replacement	571,448.36	571,448.36	573,607.61	0.00	573,607.61	-2,159.25
20-HSG-022	2021 Housing Sustainability Project	224,994.00	224,994.00	177,417.12	2,000.00	179,417.12	45,576.88
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	1,768,477.00	1,768,477.00	149,893.28	0.00	149,893.28	1,618,583.72
22-26815	W 6th Street Utilities Extension	317,768.00	317,768.00	277,752.65	0.00	277,752.65	40,015.35
22-27926	Storm Lake WTP- Well #22	129,200.00	129,200.00	54,467.50	0.00	54,467.50	74,732.50
35665	1st & Mae Street	764,059.53	0.00	764,059.53	0.00	764,059.53	0.00
8406	7th & Geneseo St Sanitary Sewer Imp...	410,306.35	0.00	410,306.35	0.00	410,306.35	0.00
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	454,408.92	0.00	454,408.92	305,691.23
New	Lead Service Line Replacement Prelim...	15,500.00	15,500.00	0.00	0.00	0.00	15,500.00
New1	WWTP UV Disinfection Building	25,300.00	25,300.00	0.00	0.00	0.00	25,300.00
New2	College & 3rd St Lift Station Replacem...	185,000.00	185,000.00	0.00	0.00	0.00	185,000.00
OP1.125220	4th Street Watermain Improvement P...	489,078.46	489,078.46	533,888.85	13,688.50	547,577.35	-58,498.89
P11.112742	North Central SW Phase II	1,854,441.25	0.00	1,854,469.26	0.00	1,854,469.26	-28.01
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	4,153,333.63	833.50	4,154,167.13	506,898.72
P11.120478	Tulip Lane SW Improvements	443,607.50	0.00	442,111.30	0.00	442,111.30	1,496.20
P11.120650	2020 Expansion Blvd Improvements	1,169,938.10	0.00	1,168,724.60	0.00	1,168,724.60	1,213.50
P11.122266	7th Street Sewer Lining/2021 CIPP	495,443.50	495,443.50	495,287.16	0.00	495,287.16	156.34
SP21122	SL Library CDBG- COVID (CV) Grant	677,887.25	677,887.25	592,844.68	2,313.78	595,158.46	82,728.79
Report Total:		35,710,517.42	16,553,894.81	24,182,768.83	19,851.78	24,202,620.61	11,507,896.81

Group Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	395,903.25	395,903.25	46,323.76	1,016.00	47,339.76	348,563.49
ARPA Project	760,100.15	760,100.15	454,408.92	0.00	454,408.92	305,691.23

Staff Summary

07/17/2023

Agenda Item # D.9.



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

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

BACKGROUND: 6/28/2023 to 7/11/2023

Total: 83

Accumulate Junk – 22

Tall Grass and Weeds – 48

Accumulate Trash – 3

Grass Clippings – 7

Junk Vehicles – 1

Parking Restricted to hard surfaces – 2

Citations – 0

FISCAL IMPACT: None

RECOMMENDATION: None

ATTACHMENTS:

Staff Summary

07/17/2023

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: Keri Navratil City Manager

SUBJECT:
Public Hearing To Review An Application For A State Revolving Fund (SRF) Loan And To Make Available To The Public The Contents Of An Environmental Information Document And The City's Project Plan

BACKGROUND:

The City of Storm Lake will hold a Public Hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan. These documents include design and environmental information related to the proposed improvements to the City's water supply system.

The proposed project includes construction of: a replacement Dakota aquifer public water supply well; a new well house and back-up generator; water main connection; and all necessary connections and appurtenances. This project will also include the demolition of the existing well house and generator house and the capping of the existing well on the site.

There is no significant environment impact by completing this project.

FISCAL IMPACT: N/A

RECOMMENDATION: Public Hearing for July 17, 2023 at 5:00 p.m. at City Hall Council Chambers located at 620 Erie Street.

Open Hearing
Hear Comments
Close Hearing

ATTACHMENTS:

[Storm Lake DWSRF Well 22 EID.pdf](#)

Why You Should Read This: The document below reviews the environmental impact likely from a project. This project is planned to be federally funded through your tax dollars; therefore, you are entitled to take part in its review. If you have concerns about the environmental impact of this project, raise them now. We encourage public input in this decision making process.



IOWA STATE REVOLVING FUND
ENVIRONMENTAL INFORMATION DOCUMENT

PROJECT IDENTIFICATION

Applicant: City of Storm Lake
County: Buena Vista
State: Iowa

SRF Number: FS-11-23-DWSRF-070
Iowa DNR Project Number: W2022-0186

COMMUNITY DESCRIPTION

Location: The City of Storm Lake is located in Buena Vista County, Iowa approximately 60 miles east of Sioux City and 55 miles west of Fort Dodge.

Population: The City supplies water to several consecutive systems including Lakeside, Lake Creek HOA, Truesdale, and homes outside of municipal boundaries. The collective population of Storm Lake and surrounding areas served as informed by the 2020 census and estimates of the unincorporated population is 12,478. The design population equivalent for the year 2041 is 17,378.

Current Source of Water: The City of Storm Lake relies on nine groundwater wells as their water supply source. Those nine wells consist of four sand and gravel (Pleistocene) wells, one shallow alluvial well, three Dakota Aquifer wells, and one Jordan (Cambrian-Ordovician) well.

Well #15 was drilled in 1990 to a depth of 488 feet. It is a deep well pulling from the Dakota Aquifer with a capacity of 800 gpm. The City has noted a loss in capacity in Well #15 due to age and due to the relining of the casing. Well #15 has been identified as a well that needs to be replaced. It is used a substantial amount during summer months and the loss in capacity is significant. A new Dakota well on the same City owned site as the existing Well #15 is suggested with a capacity of 1,000 to 1,100 gpm. Due to a regional concern about the capacity of the Dakota Aquifer and interference concerns, it is not recommended to continue to run the existing Well #15 once the replacement well is drilled.

PROJECT DESCRIPTION

Purpose: The purpose of this project is to make improvements to the City's water source to enhance reliability, increase capacity and to replace obsolete system to safely and reliably operate the City of Storm Lake's water system for the next 20 years.

Proposed Improvements: The proposed project includes construction of: a replacement Dakota aquifer public water supply well; a new well house and back-up generator; water main connection; and all necessary connections and appurtenances. This project will also include the demolition of the existing well house and generator house and the capping of the existing well on the site.

ALTERNATIVES CONSIDERED

Alternatives Considered: After review of the existing water system, the City identified the areas of greatest concern. This project is part of the City's long-term plan to provide water system upgrades where needed.

Reasons for Selection of Proposed Alternative: The City of Storm Lake is a growing community with diverse areas of growth and industry that has created challenges in meeting future water demand. The No-Action alternative is not viable due to the deteriorating condition of Well #15 and the need to continue meeting the current demand and supply safe drinking water to the City of Storm Lake. The project site was selected for the availability of land (it is already City-owned) as well as minimization of the impacts to the environment.

MEASURES TAKEN TO ASSESS IMPACT

Coordination and Documentation with Other Agencies and Special Interest Groups: The following Federal, state and local agencies were asked to comment on the proposed project to better assess the potential impact to the environment:

- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- State Historical Society of Iowa (State Historical Preservation Office)
- Iowa DNR Conservation and Recreation Division
- Iowa DNR Flood Plain Management Section
- Citizen Band Potawatomi Indian Tribe
- Flandreau Santee Sioux
- Ho-Chunk Nation
- Iowa Tribe of Kansas and Nebraska
- Iowa Tribe of Oklahoma
- Kickapoo Tribe in Kansas
- Kickapoo Tribe of Oklahoma
- Lower Sioux Indian Community Council
- Miami Tribe of Oklahoma
- Omaha Tribal Council
- Osage Tribal Council
- Otoe-Missouria Tribe
- Pawnee Nation of Oklahoma
- Peoria Tribe of Indians of Oklahoma
- Ponca Tribe of Indians of Oklahoma
- Ponca Tribe of Nebraska
- Prairie Band Potawatomi Nation
- Prairie Island Indian Community
- Sac & Fox Nation of Mississippi in Iowa
- Sac & Fox Nation of Missouri

Sac & Fox Nation of Oklahoma
Santee Sioux Nation
Shakopee Mdewakanton Sioux Community
Sisseton-Wahpeton Oyate
Spirit Lake Tribal Council
Three Affiliated Tribes Mandan, Hidatsa & Arikara Nations
Upper Sioux Tribe
Winnebago Tribal Council
Yankton Sioux Tribal Business and Claims Committee

No adverse comments were received from any agencies or general public. Conditions placed on the applicant by the above agencies in order to assure no significant impact are included in the Summary of Reasons for Concluding No Significant Impact section.

ENVIRONMENTAL IMPACT SUMMARY

Construction: Traffic patterns within the community may be disrupted and above normal noise levels in the vicinity of the construction equipment can be anticipated during construction and should be a temporary problem. Adverse environmental impacts on noise quality will be handled by limited hours of contractor work time during the day. Other adverse environmental effects from construction activities will be minimized by proper construction practices, inspection, prompt cleanup, and other appropriate measures. Areas temporarily disturbed by the construction will be restored. Solid wastes resulting from the construction project will be regularly cleared away with substantial efforts made to minimize inconvenience to area residents. Care will be taken to maintain dirt to avoid erosion and runoff.

Temporary air quality degradation may occur due to dust and fumes from construction equipment. The applicant shall take reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 Iowa Administrative Code IAC 23.3(2)“c”).

Historical/Archaeological: Various Native American tribes with an interest in the area and the Certified Local Government were provided information regarding the project. A Phase I Archeological investigation of the proposed project area is currently underway. Results from this investigation will be submitted to the State Historical Preservation Office (SHPO) for review. The project will only proceed as planned if a determination of either “no historic properties affected” or “no adverse effect on historic properties” can be appropriately reached with or without mitigation. However, if project activities uncover any item(s) that might be of archaeological, historical, or architectural interest, or if important new archaeological, historical, or architectural data should be encountered in the project APE, the applicant should make reasonable efforts to avoid further impacts to the property until an assessment can be made by an individual meeting the Secretary of the Interior’s professional qualifications standards (36 CFR Part 61).

Environmental: According to the Iowa DNR Conservation and Recreation Division, the proposed project will not interfere with any State-owned parks, recreational areas or open spaces. The U.S. Army Corps of Engineers concurs that the project will not impact wetlands. The project will not impact any wild and scenic rivers as none exist within the State of Iowa. The U.S. Fish & Wildlife Service Section 7 Technical Assistance website consultation determined, and Iowa DNR Conservation and Recreation Division agree, that the project will not impact protected species or their habitats. However, if any State- or Federally-listed threatened or

endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required. According to the Iowa DNR Flood Plain Management Section, this project will not impact the 100-year floodplain. No adverse impacts are expected to result from this project, such as those to surface water quantity, or groundwater quality or quantity. Therefore, no significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected.

Land Use and Trends: The project will not displace population nor will it alter the character of existing residential areas. The proposed project is within the present corporate limits of Storm Lake in areas zoned residential, commercial, or industrial. No significant farmlands will be impacted. This project should not impact population trends as the presence or absence of existing water/sewer infrastructure is unlikely to induce significant alterations in the population growth or distribution given the myriad of factors that influence development in this region. Similarly, this project is unlikely to induce significant alterations in the pattern and type of land use.

Irreversible and Irretrievable Commitment of Resources: Fuels, materials, and various forms of energy will be utilized during construction

Nondiscrimination: All programs, projects, and activities undertaken by DNR in the SRF programs are subject to federal anti-discrimination laws, including the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and section 13 of the Federal Water Pollution Control Amendments of 1972. These laws prohibit discrimination on the basis of race, color, national origin, sex, disability, or age.

POSITIVE ENVIRONMENTAL EFFECTS TO BE REALIZED FROM THE PROPOSED PROJECT

Positive environmental effects will be maintained water quality for the citizens of Storm Lake. A catastrophic loss of water supply could result in City-wide health impacts due to a lack of sanitation and the use of other water sources that may not meet Federal drinking water standards.

SUMMARY OF REASONS FOR CONCLUDING NO SIGNIFICANT IMPACT

- The project will not significantly affect the pattern and type of land use (industrial, commercial, agricultural, recreational, residential) or growth and distribution of population.
- The project will not conflict with local, regional or State land use plans or policies.
- The project will not impact wetlands.
- The project will not affect threatened and endangered species or their habitats. If any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required.
- The project will not displace population, alter the character of existing residential areas, or convert significant farmlands to non-agricultural purposes.
- The project will not affect the 100-year flood plain.
- The project will not have effect on parklands, preserves, other public lands, or areas of recognized scenic or recreational value.
- A Phase I Archeological investigation of the proposed project area is currently underway. Results from this investigation will be submitted to the State Historical Preservation Office for review. The project will only proceed as planned if a determination of either “no historic properties affected” or “no adverse effect on historic properties” can be appropriately reached with or without mitigation.

- The project will not have a significant adverse effect upon local ambient air quality provided the applicant takes reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 IAC 23.3(2)“c”).
- The project will not have a significant adverse effect upon local ambient noise levels, surface water quantity, groundwater quality or quantity, or water supply.
- No significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected.

The project description, scope, and anticipated environmental impacts detailed above are accurate and complete to the best to my knowledge.

Signature of the Mayor, City of Storm Lake

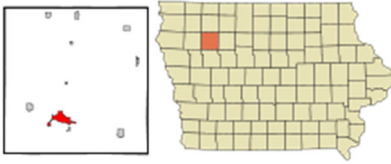
Date

Printed Name of the Mayor, City of Storm Lake

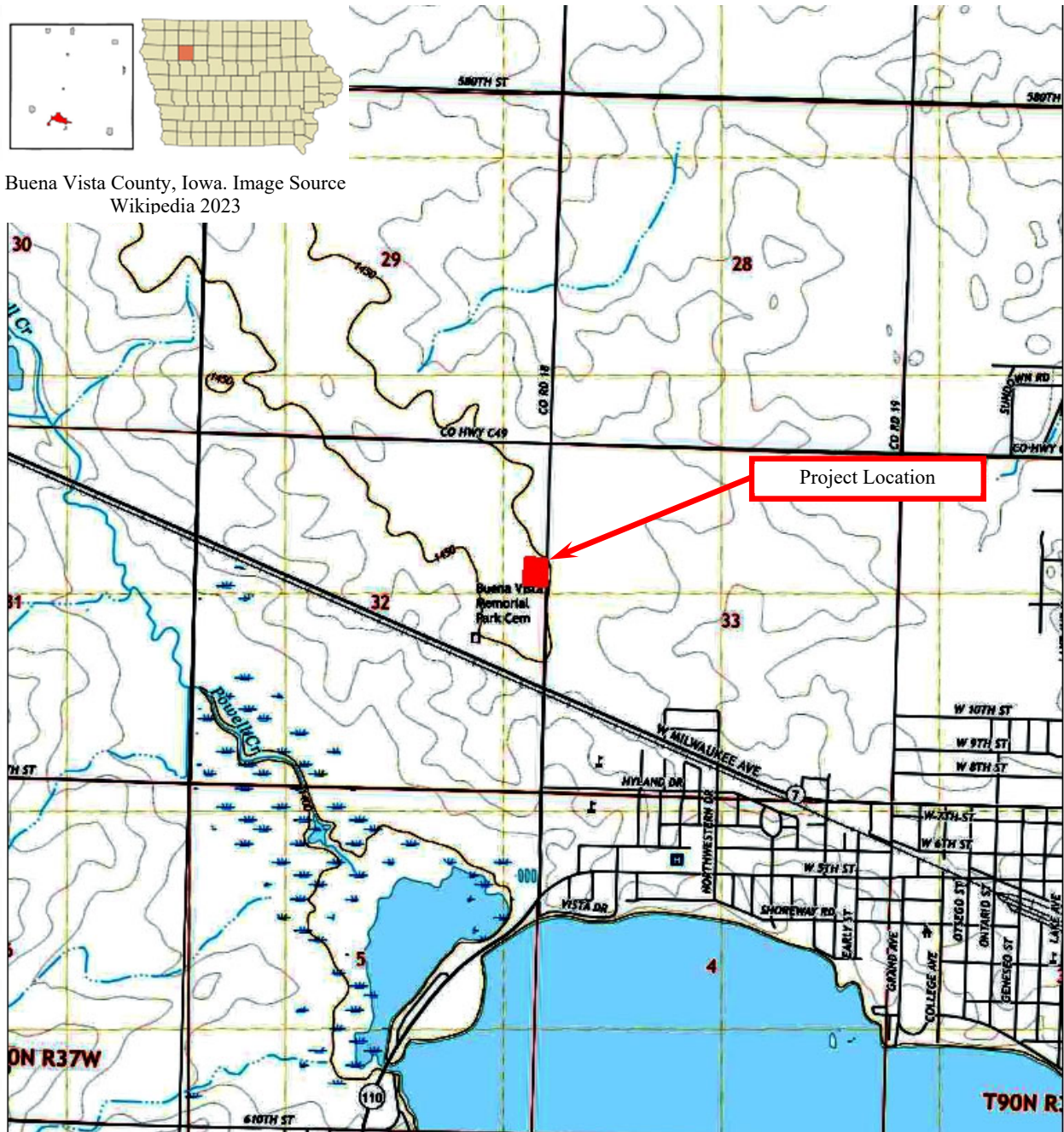
USGS 7.5 Minute Quadrangle: Storm Lake
Sections: 32, Township: 97 N, Range: 37 W
Date: 1979
Scale: 1 Inch = 2,000 Feet



North



Buena Vista County, Iowa. Image Source
Wikipedia 2023



USGS Topographic Map

City of Storm Lake Well No. 22
Storm Lake, IA



State Revolving Fund
502 East 9th Street
Des Moines, IA 50319-0034

Location information provided by ISG, Inc.



North



Project Location

Aerial Photograph

City of Storm Lake Well No. 22
Storm Lake, IA



State Revolving Fund
502 East 9th Street
Des Moines, IA 50319-0034

Staff Summary

07/17/2023

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: Scott Olesen Building & Code Compliance Director

SUBJECT:
Motion Approving Setting A Public Hearing For A Proposed Re-Zoning Of A Parcel Located at 1703 E Lakeshore Drive.

BACKGROUND:

A petition for a Zoning Map Amendment 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 requests approval of a Zoning Map Amendment from the GI Industrial Zoning District to the CC Community Commercial Zoning District.

FISCAL IMPACT: Cost of Attorney fees and publication expense estimated at \$300.00.

RECOMMENDATION: **Approve the motion to set the Public Hearing in the Council Chambers, located in City Hall at 620 Erie Street, Storm Lake, Iowa on Monday, August 7, 2023 at 5:00 p.m. for a Proposed Re-Zoning Of A Parcel Currently Located in the GI General Industrial Zoning District to the CC, Community Commercial Zoning District.**

ATTACHMENTS:
[Plat of Survey 1703 E Lakeshore Dr.pdf](#)
[Application 2023-2.pdf](#)

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

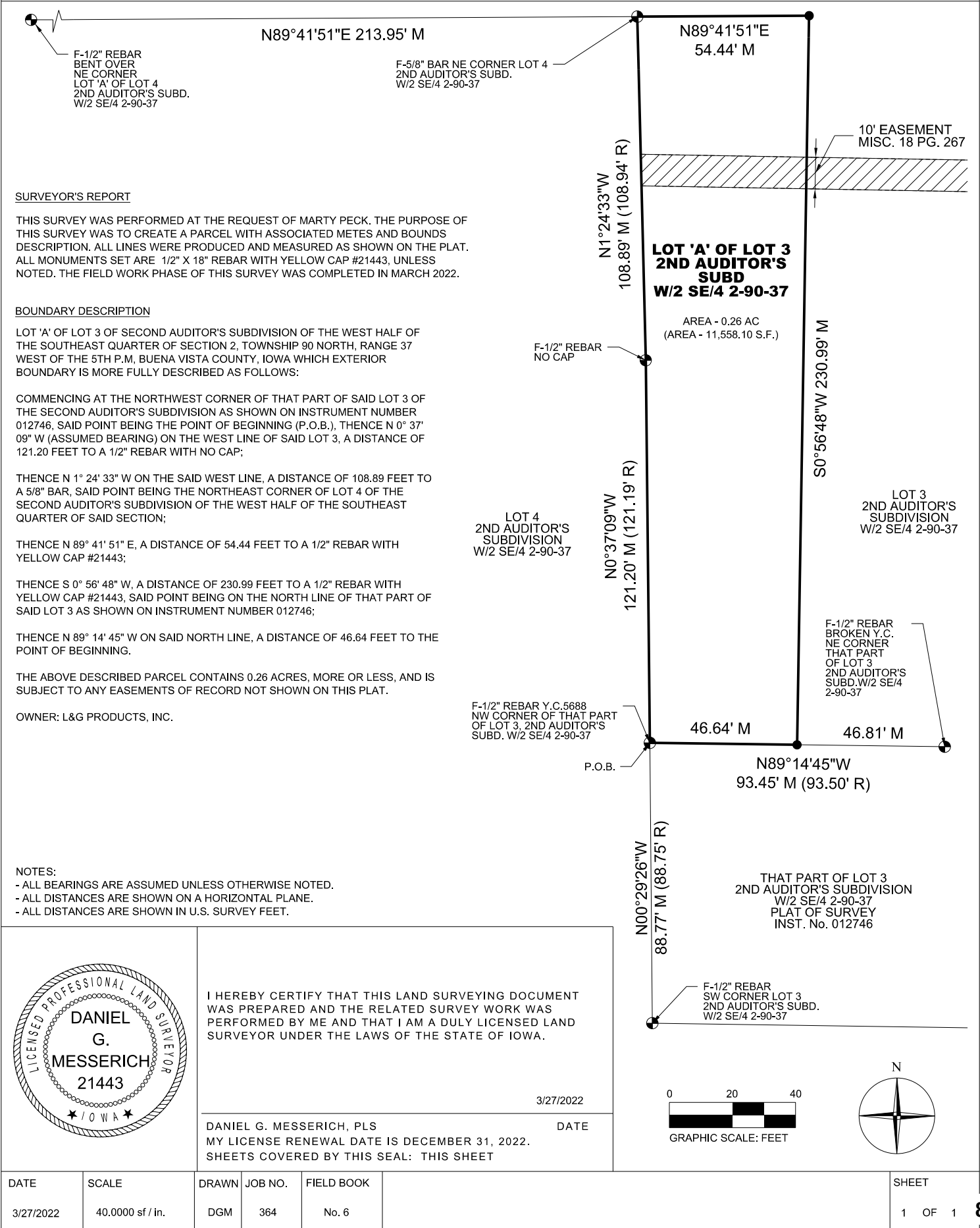
PREPARED BY DANIEL G. MESSERICH, BROOKDALE DRIVE, CARROLL, IOWA 51401, 712-790-8513

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



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 AMENDMENT 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:

Staff Summary

07/17/2023

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: Chris Cole Police Chief

SUBJECT: **Motion To Approve BV County Community Foundation Grant Match Request**

BACKGROUND: On July 10th, 2023, the Storm Lake Police Department was awarded a grant from the BV County Community Foundation for \$25,000 to install a digital sign in front of the Police Headquarters Building.

The grant requires the City of Storm Lake to match the award with an additional \$25,000.

We request that the council approve using local option sales tax to match the grant and fund the project.

This project was previously approved during the normal budget process for up to \$70,000.

FISCAL IMPACT: \$25,000 from local option sales tax already approved during the budget process.

RECOMMENDATION: Approve Request

ATTACHMENTS:

Staff Summary

07/17/2023

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: Lee Dutfield Development Services Sepcialist

SUBJECT: **Work Session - RAGBRAI 23 Update**

BACKGROUND: Dana Larsen and Lee Dutfield will provide an update on RAGBRAI 23.
Items of discussion as follows:

- RAGBRAI Numbers
- Volunteers
- Water Conservation (Showers Close at 9 p.m.)
- No Recreational Fires -Ordinance 15-0-2022-2023, XI-13
- Maps
- Have a Nice Ride Guide / Website

FISCAL IMPACT: N/A

RECOMMENDATION: Discussion - No Action

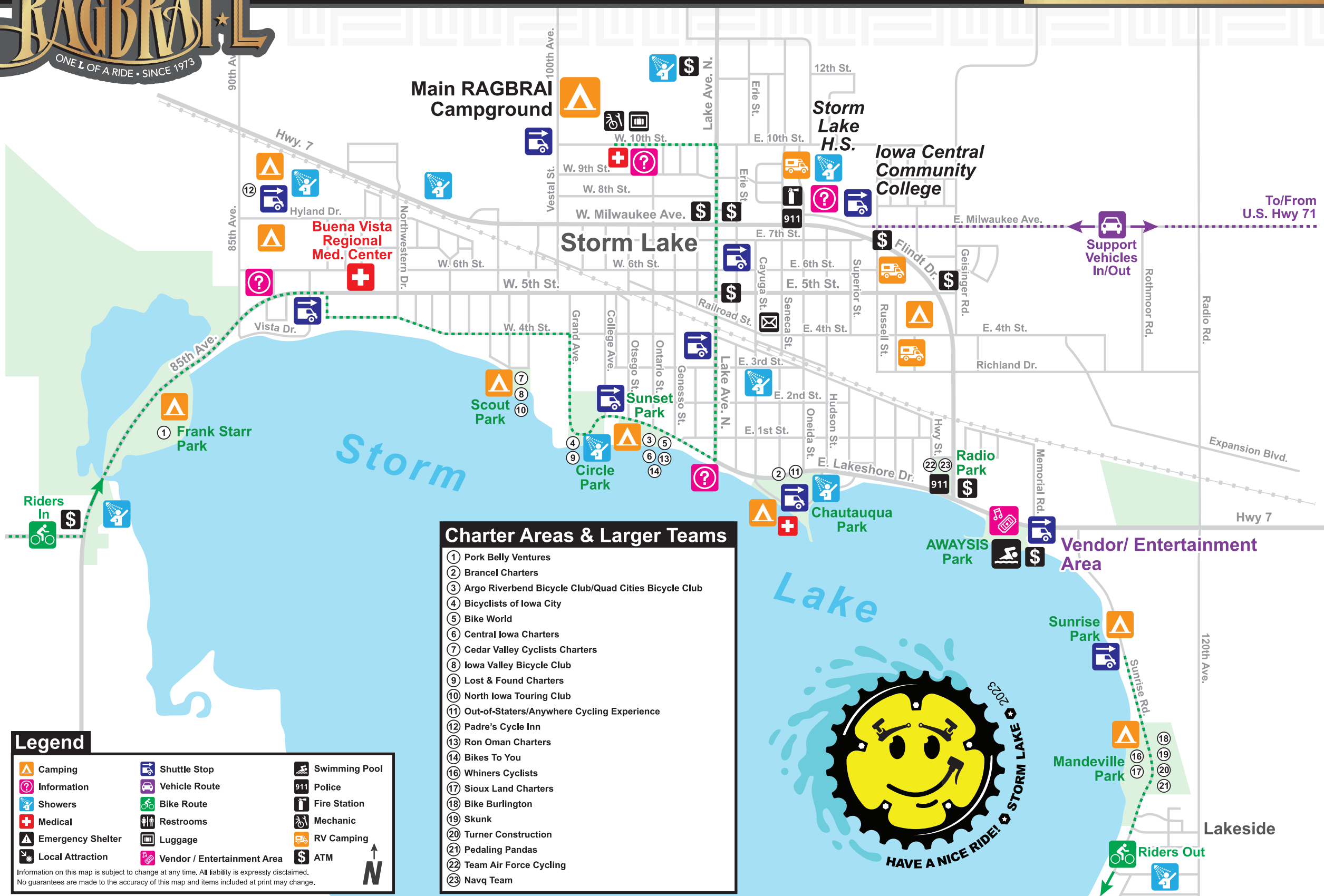
ATTACHMENTS:

[2023 Storm Lake Town Map.pdf](#)

[2023 Storm Lake Vendor Map.pdf](#)



Welcome to Storm Lake! ★ SUNDAY, JULY 23, 2023



THANK YOU TO OUR PLATINUM SPONSORS:



SCAN ME

RAGBRAI is only possible because of towns like Storm Lake opening their doors, businesses, and providing volunteers to serve the ride. If you would like to express your gratitude to the towns of Iowa who make this possible scan the QR code to donate. All funds will be split evenly among the eight overnight towns charities. RAGBRAI is donating **\$15k per town to this fund.**



Welcome to Storm Lake! ★ SUNDAY, JULY 23, 2023

Entertainment

BANDS ACTS AND TIMES

- 3:00 p.m.
BEER GARDEN OPENS
- 4:30-6:00 p.m.
WILD AMBITION
- 6:30-8:00 p.m.
NEIL ANDERS &
THE BROTHERS MERRITT
- 8:00-10:30 p.m.
SPAZMATICS

Expo Vendors

- 1 RAGBRAI Merchandise Trailer
- 2 Just Go Bike
- 3 Primal
- 4 Big Grove Brewery
- 5 Harper's Cycling & Fitness
- 6 Bike Guy
- 7 Wenzel's Farm
- 8 Co-Motion Cycles/Gates Carbon Drive
- 9 Galssisium Design
- 10 Bike World
- 11 Spoken Wheel Cyclery

*map details
subject to
change

Area Vendors

- St. Mary's School — 304 Seneca Street
- Kampen's Catering — 1881 Hyland Drive
- St. Mark Lutheran Church — 1610 W. 5th Street
- St. John Lutheran Church — 402 Lake Avenue
- Goodwill of the Great Plains — 229 W. Milwaukee Ave.
- Knights of Columbus — 1507 E. Lakeshore Drive
- King's Pointe Regatta Grille — 1520 E. Lakeshore Drive
- Sunrise Pointe Golf Course — 1528 E. Lakeshore Drive
- Patty's Pitstop — 1221 N. Lake Avenue
- BV Historical Society — 214 W. 5th Street

- Field of Dreams — 500-599 West 10th Street
- Hy-Vee Market Grille — 1250 Lake Avenue
- Sichanh Inc. — 1015 E. Lakeshore Drive

Monday Morning Vendors

- The Bridge of Storm Lake and Witter Gallery — ALWAYSIS Park
- Field of Dreams — 500-599 West 10th St.
- Hy-Vee Market Grille — 1250 Lake Avenue

Expo Vendors

Food Vendors

Food Vendors

- 1 Karam's Grill, LLC
- 2 Whip Delight
- 3 Caribbean Kitchen
- 4 Nopal
- 5 Tyson Fresh Meats
- 6 Amos Deans Catering
- 7 Plymouth County Pork Producers
- 8 Storm Lake United Methodist Church
- 9 Chads Pizza
- 10 Rockett Fuel BBQ
- 11 Pacific Rim
- 12 Los Primos Grill
- 13 Brightside's Food Truck
- 14 Bernatello's Food
- 15 Bearded Jackal Street Food
- 16 Big Foots BBQ
- 17 Renear LLC
- 18 Cornerstone for Life
- 19 Theravada Buddhist Society of Iowa, Storm Lake
- 20 Mis Potrillo's
- 21 King's Pointe Regatta Grille



THANK YOU TO OUR
GOLD SPONSORS:



Real People. Real Solutions.



Staff Summary

07/17/2023

Agenda Item # F.5.



City of Storm Lake
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REPORT TO:

FROM: Keri Navratil City Manager

SUBJECT: **Work Session - Water Conservation Plan Level 3**

BACKGROUND: Discussion of Water Conservation Plan and next steps as more hot temperatures with minimal rainfall is forecasted.

Draft Proclamation is attached.

FISCAL IMPACT:

RECOMMENDATION: Discussion - No Action

ATTACHMENTS:

[Proclamation - Level 3 Water Conservation Formatted 7-17-2023.docx](#)



PROCLAMATION

PROCLAMATION FOR USERS OF THE STORM LAKE WATER SYSTEM

WHEREAS, The City Council acknowledged through Resolution No. 63-R-2022-2023 adopted at the Council meeting on May 15, 2023, a Water Conservation Plan and implemented water conservation methods as outlined Level 1 of the plan; and

WHEREAS, Water Conservation Measures noted in Level 1 provided education and public information for water efficiency to reduce water usage; and

WHEREAS, the hotter weather has significantly increased daily demand for available water resources to a much higher level; and

WHEREAS, the extended weather forecast calls for minimal rainfall and much hotter temperatures; and

WHEREAS, the resolution noted the criteria under which a Level 2 – Voluntary Water Conservation Emergency would be implemented pursuant to action necessary by the Mayor or City Manager and issued through Proclamation.

WHEREAS, Level 2 – Voluntary Water Conservation Emergency measures as outlined in the Water Conservation Plan for the City of Storm Lake were effective on May 30, 2023.

WHEREAS, the resolution noted the criteria under which a Level 3 – Voluntary Water Conservation Emergency measures would be implemented pursuant to action necessary by the Mayor or City Manager and issued through Proclamation.

NOW, THEREFORE, IN CONSIDERATION OF THE FORGOING, I, KERI NAVRATIL, CITY MANAGER OF THE CITY OF STORM LAKE, PROCLAIM THE FOLLOWING:

Level 3 – Mandatory Water Conservation Emergency measures as outlined in the Water Conservation Plan for the City of Storm Lake are now effective for a two-week period beginning on July 18, 2023. Municipal infractions will be issued for violations.

Mandatory measures will go into effect starting when there is consecutive five (5) day period that the water plant operates at over 4.6 MGD or when the City Manager deems an emergency. If these mandatory steps do not achieve 20% reduction in water usage, the City will invoke Level 4. A Mandatory Water Emergency will be issued by a Mayoral or City Manager Proclamation.

The City Will:

- *Curtail all street flushing (except for emergencies)*
- *Curtail sewer flushing (except for emergencies)*
- *Curtail hydrant flushing(except for emergencies)*
- *Curtail washing City vehicles*
- *Curtail fire flow tests and fire training*
- *Curtail various fountains*
- *Curtail lawn sprinkling on City Property and ballfields*
- *Minimally water golf course greens*
- *No permit will be issued for new sod or grass seed*
- *No permit will be issued for power washing building and concrete*
- *Issue municipal infraction for violators*

Storm Lake Water Users Shall:

- *Water on days proclaimed by the Mayor or City Manager*
- *Minimize car washing.*
- *No water shall be used to clean driveways and sidewalks. Use a broom instead of water to clean patios, sidewalks and driveways.*
- *No water shall be used to power wash buildings*
- *No Watering lawns or flower beds between the hours of 10 a.m.-5:00 p.m.*
- *Outdoor pools may only be filled between the hours of 8:00 p.m. 10:00 p.m. with a permit*
- *Minimize power washing sidewalks, buildings and driveways*
- *Using drinking water resources for dust control or construction purposes*
- *Automatic car washes will assist the City as best they can at reducing water usage.*

PROCLAIMED THIS 17th DAY OF JULY 2023 BY THE AUTHORITY VESTED IN ME BY
THE CODE OF IOWA AND THE CITY OF STORM LAKE MUNICIPAL CODE

Keri Navratil, City Manager

Attest:

Mayra A. Martinez, City Clerk



Staff Summary

07/17/2023

Agenda Item # F.6.



City of Storm Lake
PO Box 1086
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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

ATTACHMENTS: