

**CITY OF STORM LAKE
REGULAR COUNCIL SESSION MEETING,
CITY HALL
COUNCIL CHAMBERS
NOVEMBER 21, 2022
5:00 PM**



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

AGENDA

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

BY TELEPHONE:

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

Zoom Meeting ID: 933-2006-3301

BY COMPUTER:

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

Open the Meeting

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

- A. **Consideration of Changes in Agenda and Setting the Agenda**
- B. **Disclosure by City Council Members**
- C. **Hear the Public**
- D. **Consent Agenda**
 1. [Consent Agenda](#)
 2. [Buy Local Information](#)
 3. [Water Service Waiver Agreement For 5810 100th Avenue](#)
 4. [SLPD City Code Enforcement Update](#)
- E. **Unfinished Business**
- F. **New Business**
 1. [Motion Setting A Public Hearing On A Proposed Text Amendment To The Storm Lake Zoning Ordinance To Make Changes To The Gateway Overlay District](#)
 2. [Motion Approving Fiscal Year 2022 Urban Renewal Report](#)
 3. [Motion to Approve King's Pointe Pass Discounts for Black Friday Sale](#)
 4. [Motion Approving the Master Agreement for Professional Engineering Services for the Storm Lake Municipal Airport.](#)
 5. [Resolution No. 24-R-2022-2023 Adopting the Storm Lake Municipal Airport's Capital Improvement Plan Submittal](#)

6. Public Hearing on Community Development and Housing Needs Assessment
7. Resolution No. 25-R-2022-2023 for Approval of a Community Development and Housing Needs Assessment
8. Public Hearing on the Submission of a CDBG Application for the Water Tower Project
9. Resolution No. 26-R-2022-2023 Committing Matching Funds for A CDBG Application For The Water Tower Project
10. Resolution No. 27-R-2022-2023 Endorsing and Authorizing CDBG Submittal For The Water Tower Project
11. Resolution No. 28-R-2022-2023 to Adopt the City of Storm Lake 2022 Strategic Plan
12. Motion to Approve Agreements for Protection of Public Water Supply Well
13. Motion to Approve Memorial Request
14. Resolution No. 29-R-2022-2023 Approving Change Order No. 1 of the Highway 7 & 110 Intersection Upgrade Project
15. Dredge Spoil Site Master Plan Study- Worksession
16. Second Amendment to Agreement with Tyson Foods, Inc.

G. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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

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

Staff Summary

11/21/2022

Agenda Item # D.1.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
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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 November 7, 2022, City Council Minutes,
- Approve October 2022 Library Minutes & Special Library Minutes
- Approve October 2022 Airport Minutes
- Approve Buy Local Information
- Amendment to Agreement with Tyson Foods, Inc.
- Water Service Waiver Agreement For 5810 100th Avenue
- Approve Liquor Renewal Applications for Lake Avenue Lounge and Smokin Hereford
- Approve Storm Lake Police Department City Code Enforcement Update

FISCAL IMPACT: The City Will Pay The Following Expenditures:

List of Bills: \$706,407.30

King's Pointe & Sunrise Pointe Golf Course Bills: \$138,708.41

The City Will Receive The Following Income:

Renewal Liquor License Fees: \$1,690.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

[11-21-2022 City Claims Expense Report.pdf](#)

[11-21-2022 King's Pointe 11.4.2022 to 11.16.2022.pdf](#)

[11-07-2022 City Council Minutes.pdf](#)

[October 2022 Library Miniutes.pdf](#)

[October 2022 Library Special Session Minutes.pdf](#)

[October 2022 Airport Minutes.pdf](#)

[Lake Avenue Lounge Liquor Application 2022.pdf](#)



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 11/10/2022 - 11/23/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Buena Vista County Solid Waste	BVC	Recycling	85.00
		BVC Total:	85.00
Contract/Agreement			
Havens & Havens Trust Account	Contract/Agreement	228 Mae Street Purchase	199,538.15
Bolton & Menk, Inc	Contract/Agreement	Construction Services	66,448.50
I & S Group, Inc	Contract/Agreement	Final Draft Services	14,650.00
Bolton & Menk, Inc	Contract/Agreement	Comp Plan Services	10,506.50
SCE, LLC	Contract/Agreement	FY2023 On-Call Infrastructure Services Retaine	5,000.00
I & S Group, Inc	Contract/Agreement	General Engineering Services	8,418.50
Bolton & Menk, Inc	Contract/Agreement	Construction Services	7,812.50
I & S Group, Inc	Contract/Agreement	Construction Services	6,692.00
Bolton & Menk, Inc	Contract/Agreement	Construction Admin	1,660.00
I & S Group, Inc	Contract/Agreement	Topographic Survey	1,413.75
Local Government Professionals Services, ll	Contract/Agreement	Grant Writing Services	350.00
Power Solutions, Inc	Contract/Agreement	Annual Fire Alarm Monitoring	222.00
I & S Group, Inc	Contract/Agreement	Construction Admin	80.00
	Contract/Agreement Total:	322,791.90	
Local			
MidAmerican Energy Company	Local	Electric Services	58,747.08
Rebnord Technologies, Inc	Local	Toughbooks	17,399.55
Growmark, Inc	Local	Fuel	13,938.12
Rebnord Technologies, Inc	Local	Cameras	12,115.45
Jim Bartholomew	Local	November 2022 Airport Contract	5,957.49
Rebnord Technologies, Inc	Local	Network Switch	3,152.57
Alliant Energy	Local	Gas Services	2,490.56
Edwards Storm Lake	Local	Front Crank	2,014.46
Central Bank	Local	Services	1,784.50
Michael P. Reinert	Local	Materials for Overhead Door	1,244.00
Rolloff Dumpster Rental of Iowa Inc	Local	City Wide Cleanup Dumpster Services	1,070.00
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose	972.49
Larson Oil & Distributing Co, Inc	Local	Propane	869.40
Michael P. Reinert	Local	Fabrication of Overhead Door	794.28
Edwards Storm Lake	Local	Replaced Spark Plugs	730.76
King's Pointe Resort	Local	10.14.2022 Goal Setting Services	548.25
A & A Automotive	Local	Battery	334.97
Reding's Gravel & Excavating Co., Inc	Local	Rock	313.50
Deere Credit, Inc	Local	Alternator	303.46
Storm Lake Hydraulics Co, Inc	Local	Cap & Hose	289.84
Wiese Plumbing & Heating, Inc	Local	Cooler Filter Replacement	282.33
King's Pointe Resort	Local	11.4.2022 Comp Plan Services	240.00
Edwards Storm Lake	Local	Headlight Repairs	238.59
A & A Automotive	Local	Windshield Washer Pump Replacement- Less 1	235.87
Rent-All, Inc	Local	Chainsaw Rental	232.00
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose	222.64
McCrea Eneterprises	Local	Paint	218.75
Rent-All, Inc	Local	Scissor Lift Rental	408.00
Visual Edge Inc	Local	Copier Maintenance Agreement	193.67
Dianne Johnson	Local	Dd & Disp of Dogs- Less Tax	191.36
A & A Automotive	Local	Cooling System Flush	171.39
Vetter Equipment	Local	Blades	299.13
Reding's Gravel & Excavating Co., Inc	Local	Scale Fees	135.00
Qwest Corporation	Local	Phone Service	134.87
Stanton Electric, Inc	Local	Photo Eye	134.12

My Buy Local_v1

Payment Date Range: 11/10/2022 - 11/23/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
Vetter Equipment	Local	Coil	120.00
Dennis R Julius	Local	Entrance Mat Services	113.80
Vetter Equipment	Local	Fuel Tank	101.72
Stanton Electric, Inc	Local	Overhead Door Connection	100.00
Visual Edge Inc	Local	Copier Maintenance Agreement	89.95
Wiese Plumbing & Heating, Inc	Local	Drain Repairs	75.00
North Lake Truck Repair	Local	Fittings & Couplers	74.40
O'Reilly Automotive Inc	Local	Wiper Blades	65.97
Visual Edge Inc	Local	Copier Maintenance Agreement	56.01
Plumbing & Heating Wholesale, Inc	Local	Supplies	94.28
Dennis R Julius	Local	Laundry Services	40.80
Plumbing & Heating Wholesale, Inc	Local	Supplies	71.70
Visual Edge Inc	Local	Copier Maintenance Agreement	94.69
Storm Lake Hydraulics Co, Inc	Local	Caps & Plugs	28.15
Visual Edge Inc	Local	Copier Maintenance Agreement	25.65
Dennis R Julius	Local	Library Entrance Mat Services	24.00
McCrea Eneterprises	Local	Paint	17.25
Culligan Water Storm Lake	Local	Water Supplies	17.00
Local Total:			129,618.82

Non-Local

Eastern Aviation Fuels, Inc	Non-Local	Jet Fuel	35,212.88
MRA Custom Applications, LLC	Non-Local	Lime Hauling	20,881.61
Utility Equipment Co	Non-Local	Clamps & Couplings	10,110.73
Mississippi Lime Company	Non-Local	Lime	20,526.28
Electric Pump Inc	Non-Local	UV Bulbs	5,541.32
Vessco, Inc	Non-Local	Pumps	4,327.10
Davis Equipment Corporation	Non-Local	Rain Sensors	2,171.79
Sta-Mel Enterprises, Inc	Non-Local	Deicing Salt	1,978.38
K & J Curb Grinding, Inc	Non-Local	Grinding	1,974.00
General Traffic Controls, Inc	Non-Local	Signal Equipment	1,546.38
Sport Consultants Unlimited, LLC	Non-Local	Painted Basketball Lines	1,500.00
Electronic Engineering	Non-Local	Radio	1,456.46
Vander Haag's Inc	Non-Local	Bucket	1,452.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,413.50
Utility Equipment Co	Non-Local	Couplings	1,394.70
UnityPoint Clinic- Occupational Medicine	Non-Local	Physical- Wells	1,348.48
Demco, Inc	Non-Local	Tags	1,147.99
Electric Pump Inc	Non-Local	UV Bulbs	769.17
ICMA	Non-Local	2023 Membership- Derragon	767.00
Davis Equipment Corporation	Non-Local	Sprinkler Parts	722.92
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	633.00
Municipal Supply, Inc	Non-Local	Supplies	598.59
Utility Supply of America, Inc	Non-Local	Supplies	546.30
The Des Moines Register	Non-Local	FY2023 Subscription- Library	526.45
Fancy Threads Embroidery	Non-Local	Quarter Zips	502.20
Hach Company	Non-Local	Testing Supplies	488.22
Sodexo	Non-Local	11/12/2022 Coffee with a Cop- Less Tax	385.14
TigerTough	Non-Local	Bucket	339.00
Baker & Taylor, Inc	Non-Local	Books	321.95
Zoom Video Communications, Inc	Non-Local	Annual Subscription	299.80
Ed M. Feld Equipment Company, Inc	Non-Local	Alarm Inspection	257.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	247.40
Engel Agri-Sales, Co	Non-Local	Switch	246.07
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	235.44
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	234.00
Brodart Co.	Non-Local	Books	230.90
Schumacher Elevator Company	Non-Local	Elevator Maintenance Agreement	229.50
Holiday Inn Des Moines Airport	Non-Local	10.21.2022 Gibbins Stay	224.00
North Iowa K-9	Non-Local	Recert	200.00
TigerTough	Non-Local	Driver Bucket	199.00

My Buy Local_v1

Payment Date Range: 11/10/2022 - 11/23/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
R & R Products, Inc	Non-Local	Supplies	182.35
Marcus Lumber Company Corp	Non-Local	Primer	176.40
Bierschbach Equipment & Supply Company	Non-Local	Supplies	172.76
Siouxland Turf Products	Non-Local	Chemicals	165.00
Blackstone Audio, Inc	Non-Local	CDs	163.19
Iowa Municipal Finance Officers Associatio	Non-Local	Fall 2022 Conf Reg- Martinez 11228 & Late Fee	145.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	136.00
Ziegler, Inc	Non-Local	Supplies	132.90
ABC Pest Control, Inc	Non-Local	Pest Control Services	390.00
Sirchie Acquisition Company, LLC	Non-Local	Kits & Bags	121.92
Siouxland Turf Products	Non-Local	Chemicals	121.25
Salus LLC	Non-Local	October 2022 Memberships	120.00
Midwest Tape, LLC	Non-Local	DVDs	106.45
ABC Pest Control, Inc	Non-Local	Monthly Pest Control Services	91.00
Municipal Emergency Services, Inc	Non-Local	Shields	80.50
Marcus Lumber Company Corp	Non-Local	Block	74.75
Power Plan	Non-Local	Latch	73.83
Baker & Taylor, Inc	Non-Local	Books	68.34
Iowa Lakes Regional Water	Non-Local	Water Service	65.74
UPS	Non-Local	Shipping	60.36
Ed M. Feld Equipment Company, Inc	Non-Local	Battery	59.90
Junior Library Guild	Non-Local	Books	55.00
Midwest Tape, LLC	Non-Local	DVDs	53.98
Steven A Beeck	Non-Local	Window Cleaning Services	41.00
Ingram Library Services, Inc	Non-Local	Books	38.82
Midwest Tape, LLC	Non-Local	DVDs	36.73
Brodart Co.	Non-Local	Books	35.23
UnityPoint Clinic- Occupational Medicine	Non-Local	Screening	35.00
Ingram Library Services, Inc	Non-Local	Books	62.03
Baker & Taylor, Inc	Non-Local	Books	20.13
WaterPro Supplies Inc	Non-Local	Curb Box Key	20.00
Midwest Tape, LLC	Non-Local	DVDs	19.49
Ingram Library Services, Inc	Non-Local	Books	18.91
UPS	Non-Local	Shipping	17.37
Ingram Library Services, Inc	Non-Local	Books	31.60
Iowa Poetry Association	Non-Local	2022 Lyrical Iowa	12.75
Baker & Taylor, Inc	Non-Local	Books	10.49
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	10.39
Ingram Library Services, Inc	Non-Local	Books	8.65
Baker & Taylor, Inc	Non-Local	Books	6.99
Non-Local Total:			126,428.85
Payroll/Refunds			
Patrick Diekman	Payroll/Refunds	Bicycle Purchase Reimb	239.92
Friends of the Library	Payroll/Refunds	11.14.2022 CC Transaction Passthrough	103.50
Kathryn J McKinley	Payroll/Refunds	Oct 2022 Homebound	8.13
Custodian of Petty Cash	Payroll/Refunds	Postage	3.95
Payroll/Refunds Total:			355.50
Grand Total:			579,280.07

King's Pointe Resort

Claims Publication

From 11/4/2022 to 11/16/2022

Vendor	Description	Amount
Alpha Media	Services	\$ 400.00
Alpha Wireless Communications Co.	Supplies	\$ 3,396.00
Amazon Capital Services, Inc	Supplies	\$ 770.83
Amy Von Bank	Reimbursement	\$ 326.66
Arnold Motor Supply, LLP	Supplies	\$ 117.65
Brenda Riley	Reimbursement	\$ 34.24
Cintas Corporation	Supplies	\$ 2,276.89
City of Storm Lake	Utilities	\$ 3,369.53
Culligan Water Conditioning	Supplies	\$ 146.85
Doll Distribution	Beverages	\$ 384.95
ECOLAB	Supplies	\$ 476.58
Feld Security	Services	\$ 99.00
Fintech	Services	\$ 58.35
Grainger	Supplies	\$ 1,187.92
GuestSupply	Supplies	\$ 848.22
Horwath Laundry Machinery Co.	Supplies	\$ 271.45
HyVee	Supplies	\$ 1,076.52
Imagine The Possibilities Inc	Services	\$ 120.00
Iowa Division of Labor	Services	\$ 40.00
Johnson Brothers	Beverages	\$ 570.65
Joyce's Greenhouse	Supplies	\$ 1,359.00
KAYL/KKIA	Advertising	\$ 189.00
Loffredo Fresh Foods Inc	Food	\$ 1,145.12
Long Lines LLC	Utilities	\$ 739.81
M3 Accounting Services Inc.	Services	\$ 1,648.07
Martin Brothers	Food	\$ 8,091.37
Mediacom	Utilities	\$ 482.90
Mood Media North America Holding LLC	Services	\$ 114.00
Office Elements	Supplies	\$ 272.37
Pepsi Beverages Company	Beverages	\$ 270.98
Plumbing and Heating Wholesale, Inc.	Supplies	\$ 1,092.34
Power Solutions Inc.	Services	\$ 343.19
Quore Systems, LLC	Services	\$ 285.00
RFID Hotel	Supplies	\$ 897.20
Schumacher Elevator Company	Services	\$ 1,666.26
Shift 4	Services	\$ 184.98
Storm Lake Ace Hardware	Supplies	\$ 559.22
Storm Lake Times	Advertising	\$ 6,854.50
Sysco Iowa, Inc.	Food	\$ 7,300.23
Travel Incorporated	Services	\$ 13.90
Vista Paints	Supplies	\$ 268.50
Vizergy	Services	\$ 1,241.45

Wells Fargo Financial Leasing, Inc.	Services	\$ 235.18
W-O Payroll 11/10	Payroll	\$ 86,732.56
Zone Home Entertainment	Supplies	\$ 748.99
		<u><u>\$ 138,708.41</u></u>

REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS, CITY OF STORM LAKE, NOVEMBER 7, 2022, 5:00 PM

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

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

Media Present: Ryan Thompson with KAYL Radio and Tom Cullen with The Storm Lake Times Pilot

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

Pledge of Allegiance

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

Disclosures – None at this time.

Hear the Public – None at this time.

Mayor Porsch informed the Council that the city has a check for \$981.00 to give to Upper Des Moines from money collected during the City Wide Clean-up held in October of this year.

Consent Agenda - Moved by Council Member McKinney to approve the Consent Agenda, list of bills, Check #'s 79069 through 79149, EFT #'s 951, 962, 3411 through 3550, DFT #'s 1709 through 1720, King's Pointe and Sunrise Pointe disbursements, approve the October 17, 2022, City Council minutes, approve the Library September 2022 minutes, the Airport September 2022 minutes, approve liquor renewal applications for Elements by K. Sorbe and Fareway Store #461, approve letter of agreement with SCE, LLC. for On Call Infrastructure Repair Services, adopt Resolution No. 19-R-2022-2023 approving submittal of FY 2022 Street Finance Report, approve Storm Lake Cab LLC Taxicab license application, approve the SLPD City Code Enforcement update. Seconded by Council Member Martinez. Roll call vote: All ayes. Motion carried.

Unfinished Business - No items at this time.

New Business:

Community Education Yearly Update - Joe Kucera presented the annual update for Community Education. Joe thanked the Council for the support that the city gives to Community Education. Joe informed the Council about the different programs that Community Ed offers and helps with. He said that the program has had a huge increase in numbers of participants. The program is always looking for facilitators for the different programs. All the programs are self-funded and offer scholarships for those in need as no is turned away from a program. Some of the things having problems with are volunteer shortages and paying paid facilitators as it is tough to find people to help with the programs. Some new

things SLCE will be getting is new software for online registration and online payments with credit cards. This software will also allow us to post events and activities not sponsored by SLEC on the site. SLCE has been working with Dr. Cole on formulating a plan to convert the new school gym into a Rec Center that can be used by the community.

Council Member Rice asked if there was any additional help the City could provide to Community Ed that other communities are doing that we are not. Joe replied that SLEC has fantastic support from the City already; but obviously, more money and better facilities are the needs for Community Ed. Facilities are what the City is lacking that other communities provide. Council Member Rice asked Joe to draw up a plan with costs and bring the plan and present it to City Council for a new facility.

Fiber Optic Improvements 2021 Project - Moved by Council Member Ramos to adopt Resolution No. 20-R-2022-2023 approving Final Completion, Change Order #2 in a decrease of \$75,216.80 to the contract, and Final Payment of \$63,991.90 for the Fiber Optic Improvements – 2021 Project. Seconded by Council Member Martinez. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 20-R-2022-2023

RESOLUTION ADOPTING FINAL COMPLETION, CHANGE ORDER #2, AND FINAL PAYMENT FOR THE FIBER OPTIC IMPROVEMENTS -- 2021 PROJECT

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the Fiber Optic Improvements – 2021 Project; and

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

WHEREAS, a contract in the amount of \$1,232,301.80 was awarded to Kramer Service Group for the project; and

WHEREAS, Change Order No. 1 increased the project cost in the amount of \$122,753.00 for a total contract amount of \$1,355,054.80 with a substantial completion date of 9/23/2022; and

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

Section 1. To approve Change Order No. 2 to the contract for work performed by Kramer Service Group for a decrease of \$75,216.80 to the contract for a total contact amount of \$1,279,838.00.

Section 2. That the Mayor and Clerk are hereby directed to execute this Change Order No. 2.

Section 3. Final payment, pursuant to State Code, will be made to Kramer Service Group in the amount of \$63,991.90.

PASSED AND APPROVED this 7th day of November, 2022.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Storm Lake Library HVAC Project Mayor Porsch opened the public hearing on a Community Development Block Grant (COVID-CV) City of Storm Lake Public Library project stating this was the time and place for any comments.

City Manager Keri Navratil read the following excerpt:

CITY OF STORM LAKE
2021 Storm Lake Library Covid Improvements Project
UPDATE PUBLIC HEARING ANNOUNCEMENTS

A. Funding of Activities and Sources of Funds.

This project is funded in part by Community Development Block Grant (CDBG). The City was awarded 2020 CDBG-CV (Covid) Funding for \$500,000. To date, \$108,871 of the CDBG allocation has been expended. There is a local obligation of \$172,180 committed towards project costs. To date, \$22,632 has been expended.

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

The need for the Storm Lake Library Covid Improvements project is due to a need to ensure that the City's Library can provide needed community services to the public on a regular basis, even during a pandemic, while providing for the safety of patrons and staff.

C. Nature of and Status of the Activities.

The nature of the project involves the demolition of the existing HVAC system at the public library and the construction and installation of a new HVAC system. In addition, the project will fund the conversion of a small workroom into a virtual meeting space that will be utilized for virtual meetings, trainings, classroom events, and telehealth appointments by library patrons and the general public.

Woodruff Construction is the prime contractor for the work on the project. Work on the project is approximately 15% complete.

There has been no change to the project beneficiaries as proposed in the application submitted to State for funding.

D. Announce the estimated portion of funds that will benefit low-and-moderate income persons.

The project will result in a citywide benefit and based on the 2011 and 2015 American Community Survey data the percentage of residents who are low-to-moderate income (LMI) is 52.0%.

E. Announce where the activities are being conducted.

The project activities are taking place within the Storm Lake Public Library located at 609 Cayuga Street in Storm Lake, Iowa.

F. Announce plans to minimize displacement of persons and businesses resulting of funded activities.

The project will not result in the displacement or relocation of any persons or businesses.

G. Announce plans to assist persons actually displaced.

Since this project will not result in the displacement or relocation of any persons or businesses, there are no plans being made to assist displaced persons.

Receiving no comments from City Council or the public, the Mayor closed the public hearing.

Water Tower Project - Moved by Council Member Ricklefs to adopt Resolution No. 21-R-2022-2023 for selection of Simmering-Cory for Grant Writing and Administration Services for the Water Tower Project. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 21-R-2022-2023

A RESOLUTION APPROVING AN AGREEMENT FOR GRANT ADMINISTRATION SERVICES FOR A CDBG – WATER TOWER PROJECT

WHEREAS, the City of Storm Lake desires to apply for a CDBG – Water Tower Project, and;

WHEREAS, the City desires to have professional grant writing and administration services for the proposed project and therefore followed the Federal procurement guidelines as outlined by the State of Iowa to solicit proposals from qualified grant writers and administrators for the proposed project, and;

WHEREAS, the City published notice of procurement for grant writing and administration services in the Storm Lake Times on October 19, 2022 for such services, and;

WHEREAS, the City published notice of procurement for grant writing and administration services with the Iowa League of Cities; and;

WHEREAS, the City published notice of procurement for grant writing and administration services on the City's website, and;

WHEREAS, the City received one (1) proposal for grant writing and administration services from a qualified firm, and, following a review of the proposal the City has found that the submitted proposal is in line with the needs of the City.

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

SECTION 1. The City Council selected the proposal of Simmering-Cory for grant writing and administration services and now enters into an agreement for those services.

SECTION 2. The contract amount for Grant Writing will not exceed \$800 and the contract amount for Grant Administration will not exceed \$18,000, for a total contract amount of \$18,800.

PASSED AND APPROVED this 7th of November 2022.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Moved by Council Member Ramos to adopt Resolution No. 22-R-2022-2023 setting a Public Hearing for November 21, 2022, at 5:00 pm at City Hall Council Chambers for a Community Development and Housing Needs Assessment. Seconded by Council Member Martinez. Roll call vote: All ayes. Motion carried.

**RESOLUTION NO. 22-R-2022-2023
A RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC HEARING
ON THE APPROVAL OF A COMMUNITY DEVELOPMENT AND HOUSING
NEEDS ASSESSMENT FOR THE CITY OF STORM LAKE, IOWA**

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF STORM LAKE, IOWA, that a public hearing be conducted by the City Council in the Council Chambers, located in City Hall at 620 Erie Street, Storm Lake, Iowa on Monday, November 21, 2022, at 5:00 p.m.

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

PASSED, APPROVED, AND ADOPTED this 7TH DAY OF NOVEMBER, 2022

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Moved by Council Member McKinney to adopt Resolution No. 23-R-2022-2023 setting a Public Hearing for November 21, 2022, at 5:00 pm at City Hall Council Chambers on the submission of a CDBG Application for the Water Tower Project. Seconded by Council Member Ricklefs. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 23-R-2022-2023

**A RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC HEARING
ON THE SUBMISSION OF A CDBG APPLICATION FOR THE CITY OF
STORM LAKE, IOWA**

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

WHEREAS, the City has a need to make improvements to the City's water distribution system to ensure that the City is in compliance with IDNR regulations regarding adequate storage and to ensure sufficient water quality and pressure within the system for residents, and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF STORM LAKE, IOWA, that a public hearing be conducted by the City Council in the Council Chambers, located in City Hall at 620 Erie Street, Storm Lake, Iowa on Monday, November 21, 2022, at 5:00 p.m.

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

PASSED, APPROVED, AND ADOPTED this 7TH DAY OF NOVEMBER, 2022

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

City Council Requested Items: Council Member Rice requested an update on opening the dredge site. City Manager Navratil informed the council that topic will be review during the budget sessions.

Mayor Porsch asked Maggie Reyes with Upper Des Moines to come to the podium to accept the \$981.00 check presented by the City of Storm Lake from the City Wide Clean Up donations.

Mayor Porsch reminded Council and the public that the voting polls will be open tomorrow, Tuesday November 8, 2022, from 7:00 am to 8:00 pm at the four precincts: The Public Library, St. Mark Lutheran Church, BV County Secondary Roads building and the Court House.

Adjourn - Moved by Council Member Ramos to adjourn at 5:40 pm. Seconded by Council Member McKinney. Vote: All ayes. 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, October 10, 2022, 4:00 p.m.

Present: Board President Mary Kay Hudspeth, Jim Eliason, Sue Lyngaas, Barb Wells. Also present, Elizabeth Huff, Library Director; Keri Navratil, City Manager; Dave Derragon, Asst. City Manager; Dana Larsen, City Communications Manager; Julie Steinfeld, Guild President, Patricia Hampton, Guild Member and Tom Cullen, 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 October 10 Agenda. Seconded by Board Member Eliason. Vote all ayes. Motion carried.

Public Hearing – None

Witter Gallery Report – Guild Member Hampton reported on a Charcuterie Board Fundraiser at Lake Avenue Lounge on November 3 with a \$50 fee per person.

Board President, No Alcohol Policy – Board President Hudspeth told the Board, City Management was present to address any misunderstanding of the No Alcohol Policy. City Manager Navratil stated City Departments with government offices, operate under a No Alcohol Policy. The City's Shelter House is a rentable facility and alcohol is allowed for private events such as a family reunion or party. Guild Member Hampton said she had champagne at a wedding reception at the Shelter House. City Manager Navratil restated a wedding party is a private event and champagne was allowed.

Board President, Agreement Study – Board President Hudspeth invited a question or comment on a major topic or concern about the Agreement Draft since City Management was available. Guild Member Hampton said the Agreement was between the Gallery and Library and then the City of Storm Lake changed it. The Gallery Board approved the Draft in May and Guild Member Hampton questioned why the Library Board had not discussed the Draft. Board President Hudspeth said the Board could not discuss the Draft until the City and City Attorney had reviewed it but due to their hectic Council summer schedule (vicious dog hearings and other demanding issues) plus the Library Board was without quorum, this meeting was the first opportunity for a discussion. Board Member Lyngaas said the time spent on the Agreement Draft was wasted and wondered how a nonprofit can afford flooring if the proposed annual fund was less than the estimate. City Manager Navratil explained the City was obligated by State Code on

what fund expenditures were allowed by nonprofits and the agreement before them was in keeping with other nonprofit negotiations. Board Member Eliason said he was not put out since the Agreement Committee could not finalize it, it would have to be submitted to the City Attorney for properly phrased clauses and the City of Storm Lake was a third interested party of the Agreement. Guild Member Hampton kept on returning to Page One Background and the use of the word, “supplant” and Item 6. City Manager Navratil repeated to have Witter Gallery’s Attorney Mohr talk to City Attorney Havens or Attorney Mohr redline items for submission to City Attorney Havens. As the clock reached 5:40 pm and the Board had imposed enough on City Management’s time, Board President Hudspeth excused City Manager Navratil and Asst. City Manager Derragon. Board President Hudspeth invited only two more of Guild Member Hampton’s highlighted Agreement arguments. Accusations erupted from Guild Member Hampton regarding Item 6 as a way of eliminating the existence of the Gallery. Board Member Wells restated a few times that Item 6 was about finance and if the Gallery wished the language to be changed for clarification, then it should be submitted back to the City Attorney by the Gallery Attorney. Board President Hudspeth called a halt to the Agreement Study at 5:53pm, and she would seek consultation by proper channels.

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

Director’s Report – The Director said in the interest of time, the Calendar, Bar Charts and Ledger had no usual trends or cause for concern. Trustee Lyngaas will be attending the Annual Library Conference and the City Clerk needed an approval in the Board’s minutes for the quick turnaround in registration payment. The Friends purchased two copies of *Fireman Small* for Fire Prevention Week and the Fire Chief will draw two winners during Thrills and Chills. The Friends approved funds for Halloween candy at Thrills and Chills. Simple refreshments will be served at Council Night. The Public Copier has not generated enough funds to its pre-COVID level. A compatible card appliance for cashless transactions would cost \$12,000, which is not a solution for the public copier. City Hall Utility Billing occupied the Telehealth Room for three days and it was a great test run for technology. The window glass was removed for customers to stand outside the room. The Telehealth Room was locked during business hours due to incoming funds of payment.

Approval of Trustee attending ILA 2022 – Moved by Board Member Wells to approve Board Member Lyngaas to attend Iowa Library Association conference 2022, October 12-14, 2022. Seconded by Board Member Eliason. Vote all ayes. Motion carried.

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

Library Board Member Requested Items – none.

Adjournment – Moved by Board Member Lyngaas to adjourn the meeting at 6:05 pm. Seconded by Board Member Eliason. 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 November 14, 2022.



Special Session Library Board Meeting, City of Storm Lake, Library Meeting Room, October 17, 2022, after City Council Meeting.

Present: Mary Kay Hudspeth, Board President, Jim Eliason, Sue Lyngaas. Council: Kevin McKinney, Matt Ricklefs, Maria Ramos, Tyson Rice, and Maggie Martinez. Also present, Elizabeth Huff, Library Director; Keri Navratil, City Manager; David Derragon, Asst. City Manager; Scott Olesen, Code Compliance Director; Mayra Martinez, City Clerk; Lee Dutfield, Economic Development; Dana Larsen, Communication Manager; Sandra Kuhn, Friends of the Library.

Call to Order at 6:01pm.

Autumn Library Reception – Council’s on-site annual visit to the library with light meal.

Adjourned at 6:26 pm.

Elizabeth Huff, Library Director.

Please note the above is an unapproved draft of minutes and will be approved by the Board of Trustees on November 14, 2022.

**Storm Lake Airport Commission
Regular Meeting, Airport Terminal
Monday, October 10, 2022, 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 & Menk

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

Hear the Public – No comments.

Minutes – Moved by Commissioner Dierking to approve the September 26, 2022, minutes. Seconded by Commissioner Kitzrow. Vote All ayes. Motion carried.

Airport Commission Chair Pro-Tem – Moved by Commissioner Dierking to appoint Commissioner Turner as the Airport Commission Chair Pro-Tem. Seconded by Commissioner Kitzrow. Vote: All ayes. Motion carried.

Financial Report – Moved by Commissioner Turner to approve the financial reports for September 2022. Seconded by Commissioner Dierking. Vote: All ayes with Commissioner Jason Dierking absent. Motion carried.

Fuel Report – Moved by Commissioner Dierking to approve the September 2022 Fuel Report. Seconded by Commissioner Turner. Vote: All ayes. Motion carried.

John Bartholomew arrived at 4:09 pm.

Airport Manager's Monthly Report – We received 8,524 gallons of 100LL gas. The vent on the Avgas tank still does not vent properly. We rented a scissors lift from Rent-All and replaced a cable, reattached, and adjusted three other cables on VT's broken hangar door. Also made repairs to a bifold door on hangar D5 and readjusted the bifold door limit switches on hangar A. The FAA came on September 14th for our part 137 site inspection.

Courtesy Car Usage: 8 Miles: 294
Fuel Meter Reading: Jet A – 633,294
AV Gas – 156,392.5

Airport Capital Improvement Plan – Moved by Commissioner Dierking to approve the draft ACIP for FAA review. Seconded by Commissioner Kitzrow. Vote: All ayes. Motion carried.

Administration Report –

Runway 17/35 Lighting: We received the GO letter from the FAA regarding the Runway 17/35 lighting project. We will begin planning a pre-design call as well as work with our consultants on the design.

Technology Upgrades: As noted earlier, reconciliation of fuel was not able to be completed as previous months, though we are confident all sales were accounted for. We have scheduled the integration of the fuel master application and database to the network for October 13th. This will allow City Staff to communicate with the fuel master via the network vs relying on the phone line. After this integration is complete, the final task will be to work with our credit card processing company to process fuel sales on the LAN vs a phone line.

Adjourn – Moved by Commissioner Turner to adjourn the meeting at 4:24 pm. Seconded by Commissioner Kitzrow. Vote: All ayes. Motion carried.

Mayra Martinez, City Clerk



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Lake Avenue Lounge 1, Inc.	Lake Avenue Lounge	(712) 371-3095		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
615 & 617 Lake Ave		Storm Lake	Buena Vista	50588
MAILING ADDRESS	CITY	STATE	ZIP	
PO Box 573	Storm Lake	Iowa	50588	

Contact Person

NAME	PHONE	EMAIL
Curtis Ellison	(712) 371-3095	ecurt83@yahoo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0036523	Class C Retail Alcohol License	12 Month	Submitted to Local Authority
EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS	
Nov 8, 2022	Nov 7, 2023		
SUB-PERMITS			
Class C Retail Alcohol License			



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Curtis Ellison	Storm lake	Iowa	50588	president	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Nov 8, 2022

POLICY EXPIRATION DATE

Nov 7, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
SMOKIN' HEREFORD, L.L.C.	Smokin Hereford, LLC	(712) 213-3750		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1605 West Milwaukee		Storm Lake	Buena Vista	50588
MAILING ADDRESS	CITY	STATE	ZIP	
1615 W. Milwaukee Ave.	Storm Lake	Iowa	50588	

Contact Person

NAME	PHONE	EMAIL
Jennifer A Hustedt	(712) 660-0976	jennhustedt@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0044026	Class C Liquor License	12 Month	Submitted to Local Authority
EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS	
Jan 5, 2023	Jan 4, 2024		
SUB-PERMITS			
Class C Liquor License			
PRIVILEGES			



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Nancy Jensen	Storm Lake	Iowa	50588	Partner	50.00	Yes
Chad Hustedt	Alta	Iowa	51002	Partner	25.00	Yes
Jennifer Hustedt	Alta	Iowa	51002	Partner	25.00	Yes

Insurance Company Information

INSURANCE COMPANY

Nationwide 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

Staff Summary

11/21/2022

Agenda Item # D.2.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez City Clerk

SUBJECT: **Buy Local Information**

BACKGROUND: 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:	\$ 85.00
Contract/Agreement:	\$ 322,791.90
Local:	\$ 129,618.82
Non-Local	\$ 126,428.73
Payroll/Refunds/Payroll Tax & Ins:	\$ 127,482.73
TOTAL EXPENSES:	\$ 706,407.30

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

[11-21-2022 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 Wetlan...	1,173,565.00	0.00	1,170,187.96	0.00	1,170,187.96	3,377.04
01112-0020	10th & Ontario StormWater Improvem...	1,753,734.33	0.00	1,752,412.45	0.00	1,752,412.45	1,321.88
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 Improvements	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	1,509,777.00	952.50	1,510,729.50	1,683.50
OP1.124889	2021 Cabin Construction	3,300.00	3,300.00	3,300.00	0.00	3,300.00	0.00
OP1.125106	BRIC	8,573,638.49	8,573,638.49	155,223.49	0.00	155,223.49	8,418,415.00
OP1.126252	Comprehansive Plan & Zoning Code Up...	125,880.00	125,880.00	77,847.50	10,506.50	88,354.00	37,526.00
16-19284	4th & Bartion Storm Water Improvemen...	760,113.88	0.00	757,662.80	0.00	757,662.80	2,451.08
19-22797	Memorial Lift Station Improvements	2,533,320.00	877.16	2,435,591.46	503.75	2,436,095.21	97,224.79
20-23848	Storm Lake WTP- Electrical MCC Replac...	268,494.81	0.00	285,519.75	0.00	285,519.75	-17,024.94
20-24387	Radio Park Lift Station Replacement	570,156.36	570,156.36	546,753.19	390.00	547,143.19	23,013.17
20-HSG-022	2021 Housing Sustainability Project	224,994.00	224,994.00	143,771.12	0.00	143,771.12	81,222.88
21-26215	Downtown Master Plan	113,000.00	113,000.00	77,000.00	14,650.00	91,650.00	21,350.00
22-26698	Storm Lake WTP- Well No. 21	199,028.00	199,028.00	101,099.00	2,900.00	103,999.00	95,029.00
22-26815	W 6th Street Utilities Extension	304,318.00	304,318.00	46,500.00	3,872.00	50,372.00	253,946.00
35665	1st & Mae Street	764,059.53	0.00	762,737.66	0.00	762,737.66	1,321.87
8406	7th & Geneseo St Sanitary Sewer Impro...	410,306.35	0.00	408,984.48	0.00	408,984.48	1,321.87
IA0091	SL Elevated Water Storage- Tower #5	559,762.00	559,762.00	38,450.77	203,638.15	242,088.92	317,673.08
New	Lead Service Line Replacement Prelim E...	15,500.00	15,500.00	0.00	0.00	0.00	15,500.00
New 1	Storm Lake WTP- Well #22	129,200.00	129,200.00	0.00	520.00	520.00	128,680.00
OP1.125220	4th Street Watermain Improvement Pro...	457,037.00	457,037.00	387,037.93	3,928.50	390,966.43	66,070.57
P11.112742	North Central SW Phase II	1,854,441.25	0.00	1,853,147.38	0.00	1,853,147.38	1,293.87
P11.118940	Oneida Street Reconstruction from RR t...	2,590,080.20	5,176.36	2,479,614.28	0.00	2,479,614.28	110,465.92
P11.120411	Highway 7/110 Traffic Lane/Signalization	4,603,260.85	115,081.53	3,817,079.69	66,448.50	3,883,528.19	719,732.66
P11.120478	Tulip Lane SW Improvements	443,607.50	8,369.96	440,789.42	0.00	440,789.42	2,818.08
P11.120650	2020 Expansion Blvd Improvements	1,169,938.10	1,295.87	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	494,387.00	707.50	495,094.50	349.00
SP21122	SL Library CDBG- COVID (CV) Grant	679,480.00	679,480.00	144,024.37	0.00	144,024.37	535,455.63
TS1.119823	Runway 13/31 & Taxiway Lighting	459,190.70	0.00	459,190.70	0.00	459,190.70	0.00
Report Total:		33,754,368.23	14,268,058.98	22,524,256.60	309,017.40	22,833,274.00	10,921,094.23

Group Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	459,190.70	0.00	459,190.70	0.00	459,190.70	0.00
ARPA Project	559,762.00	559,762.00	38,450.77	203,638.15	242,088.92	317,673.08
Building Resilient Infrastructure and Co...	8,573,638.49	8,573,638.49	155,223.49	0.00	155,223.49	8,418,415.00
Economic Development	771,492.00	771,492.00	348,418.62	29,028.50	377,447.12	394,044.88
Library Project	679,480.00	679,480.00	144,024.37	0.00	144,024.37	535,455.63

Staff Summary

11/21/2022

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: Keri Navratil City Manager

SUBJECT: **Water Service Waiver Agreement For 5810 100th Avenue**

BACKGROUND: David and Linda Gutel reside at 5810 100th Avenue, Storm Lake, Iowa 50588, which is not within the City limits. The Gutels have contacted Iowa Lakes Regional Water to request water service to their residence. Pursuant to a "Two Mile Agreement" between the City and Clay Regional Water, the predecessors to Iowa Lakes Regional Water, the City waives its right to provide water service to the property due to the cost to extend City services.

The agreement does state that should the property every become contiguous to the City and if the City wishes to annex in the property, there will be no resistance from the property owner. Should the property be annexed, the property owners will be responsible for reimbursing the City for any compensation owed to Iowa Lakes Regional Water.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve Agreement

ATTACHMENTS:

[Gutel Water Service Waiver Agreement.pdf](#)

Return To: Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

Preparer: Philip E. Havens, Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

WATER SERVICE WAIVER AGREEMENT

This Agreement is entered into by and between the City of Storm Lake, Iowa a Municipal Corporation in Buena Vista County, Iowa, hereinafter referred to as City, and David E. Gutel and Linda L. Gutel, as Trustees of the David E. Gutel Trust dated January 31, 1992, and David E. Gutel and Linda L. Gutel, as Trustees of the Linda L. Gutel Trust dated January 31, 1992, the trustees of the two trusts being collectively hereinafter referred to as Gutels.

Background

Gutels reside at 5810 100th Avenue, Storm Lake, Iowa 50588, which is not within the City limits of the City of Storm Lake. The legal description of Gutels' property is:

North Half of the Northwest Quarter (N½ NW¼) of Section 27, Township 91 North, Range Thirty-seven (37) West of the 5th P.M., Buena Vista County, Iowa

(hereinafter referred to as the "Property.")

Gutels have contacted Iowa Lakes Regional Water, hereinafter referred to as Iowa Lakes, for the purpose of requesting water service to their residence on the Property and have commenced the sign-up process with Iowa Lakes for that purpose.

Pursuant to a "Two Mile Agreement" entered into between the City and Clay Regional Water, the predecessors to Iowa Lakes, Iowa Lakes has submitted to the City a written request to provide Iowa Lakes' water services to Gutels at the Property and, pursuant to said

agreement, the City needs to waive its right to provide water service to Gutels before Iowa Lakes may do so.

Terms of Agreement

In consideration of the waiver by the City referred to in Paragraph 1 below and the promises, assurances, and covenants by the Gutels below, the City and Gutels agree as follows:

1. The City hereby waives its right to provide water service to Gutels at the Property.
2. Should the Property ever become contiguous to the City as would allow the City to annex the Property and the City desires to annex the Property, Gutels shall file with the City Clerk of City a voluntary petition for the annexation of the Property to the City of Storm Lake, Iowa within thirty days of their receipt of a written request by the City to do so. The voluntary application shall be on a form approved by City.
3. Should the City initiate a plan to involuntarily annex territory that includes the Property, and if such territory to be annexed is contiguous to the City of Storm Lake, Gutels shall not file or permit to be filed on their behalf any resistance to the plan of involuntary annexation and shall cooperate with the City in such annexation by signing documents prepared by the City to evidence their consent to the annexation of the territory, including the Property.
4. If the Property is annexed into the City of Storm Lake pursuant to Paragraph 2 above, or, if the Property is annexed pursuant to Paragraph 3 above and is the only real estate in the territory annexed that is served by Iowa Lakes or its successor, and, as a result of either method of annexation, the City incurs any obligation under Paragraph 5 of the aforementioned Two Mile Agreement to compensate Iowa Lakes Regional Water, the Gutels shall bear such obligation by fully reimbursing the City for all sums paid by the City to Iowa Lakes pursuant to that obligation. Such reimbursement shall be made within thirty days of Gutels' receipt of a written statement from

the City specifying the sum or sums so paid by the City to Iowa Lakes for compensation pursuant to Paragraph 5 of said Two Mile Agreement.

5. This Water Service Waiver Agreement shall run with the land and bind and inure to the benefit of the successors and assigns of the City and the Gutels. The Gutels' obligation, under Paragraph 4 above, to reimburse the City for compensation paid by the City to Iowa Lakes shall apply and be enforceable whether the City's compensation pursuant to Paragraph 5 of the said Two Mile Agreement is paid to Iowa Lakes or a successor in interest to Iowa Lakes.

Date: _____

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Date: _____

David E. Gutel, as Co-Trustee of the David E. Gutel Trust dated January 31, 1992 and as Co-Trustee of the Linda L. Gutel Trust dated January 31, 1992

Date: _____

Linda L. Gutel, as Co-Trustee of the David E. Gutel Trust dated January 31, 1992 and as Co-Trustee of the Linda L. Gutel Trust dated January 31, 1992

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me this _____ day of _____,
2017, by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk of the City of Storm
Lake, Iowa.

Notary Public for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me this _____ day of _____,
2022, by David E. Gutel and Linda L. Gutel, as Trustees of the David E. Gutel Trust dated January
31, 1992, and as Trustees of the Linda L. Gutel Trust dated January 31, 1992.

Notary Public for the State of Iowa

Staff Summary

11/21/2022

Agenda Item # D.4.



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

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

BACKGROUND:
11/2/2022 to 11/15/2022

Accumulate Junk – 21

Accumulate Trash – 5

Junk Vehicle – 1

Accumulate used tires- 1

Bags of Leaves – 20

Total - 48

Citation - 1

FISCAL IMPACT: None

RECOMMENDATION: None

ATTACHMENTS:

Staff Summary

11/21/2022

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: Scott Olesen

SUBJECT: **Motion Setting A Public Hearing On A Proposed Text Amendment To The Storm Lake Zoning Ordinance To Make Changes To The Gateway Overlay District**

BACKGROUND: Article V of the Storm Lake Zoning Ordinance was put into the Zoning Ordinance as an "overlay district", which provides an additional set of regulations in addition to the "base district" regulations to achieve a specific purpose. In this case, the intent was to promote compatibility of future development near Kings Pointe. The regulations have not been significantly modified in nearly 10 years. Revisiting these regulations allows for consideration of the success that that current rules have had in development in the district and to modify the regulations such that development is encouraged but still maintain the original intent for compatibility.

The attached proposed text amendment seeks to address items that go beyond the original intent of the district to provide compatibility with the Kings Pointe. Additionally, there are items in the existing overlay regulations that are duplications of regulations covered in others portions of the Zoning Ordinance such as landscaping and items that are not compatible with newer adopted regulations such as the Post Construction Storm Water Control Ordinance, which was not in effect at the time of the original document.

Planning and Zoning Commission will meet Tuesday November 29, 2022 at 5:15 pm to make recommendation to the City Council for the Public Hearing.

COMPREHENSIVE PLAN RELATIONSHIP The Storm Lake Comprehensive Plan in Chapter Four "Community Development and Land Use" lists on page 4-23, Goal 1, item 10: "Establish zoning categories and regulations that encourage desired forms of development while maintaining community standards."

Chapter Six "Economic Development" of the Comprehensive Plan on page 6-5, bullet two states: "Growth (edge development vs. redevelopment) Storm Lake will continue to grow in the future.....New development on the edge (of the community) is an easier path to take (financially and physically); however, it requires adding or extending infrastructure and requires conversion of ag land into urban uses. Redevelopment carries challenges and complexities that are sometimes of such a magnitude that development follows a path of least resistance and locates on the edge of the community...."

From the Comprehensive Plan perspective, there should be rules and guidelines in place to guide the type development that is desired and compatible with the area it is located, but not to the point where development is driven to new undeveloped areas. The proposed changes to the ordinance will make development easier while still retaining the regulations to provide compatibility of future development.

FISCAL IMPACT:

Cost of mailings and legal fees of approximately \$1,200.

RECOMMENDATION:

Approve Motion to Setting a Public Hearing in the Council Chambers, located in City Hall at 620 Erie Street, Storm Lake, Iowa on Monday, December 5, 2022, at 5:00 p.m. for a proposed text Amendment to the Storm Lake Zoning Ordinance to make changes to the Gateway Overlay District

ATTACHMENTS:

[Map With Key.pdf](#)

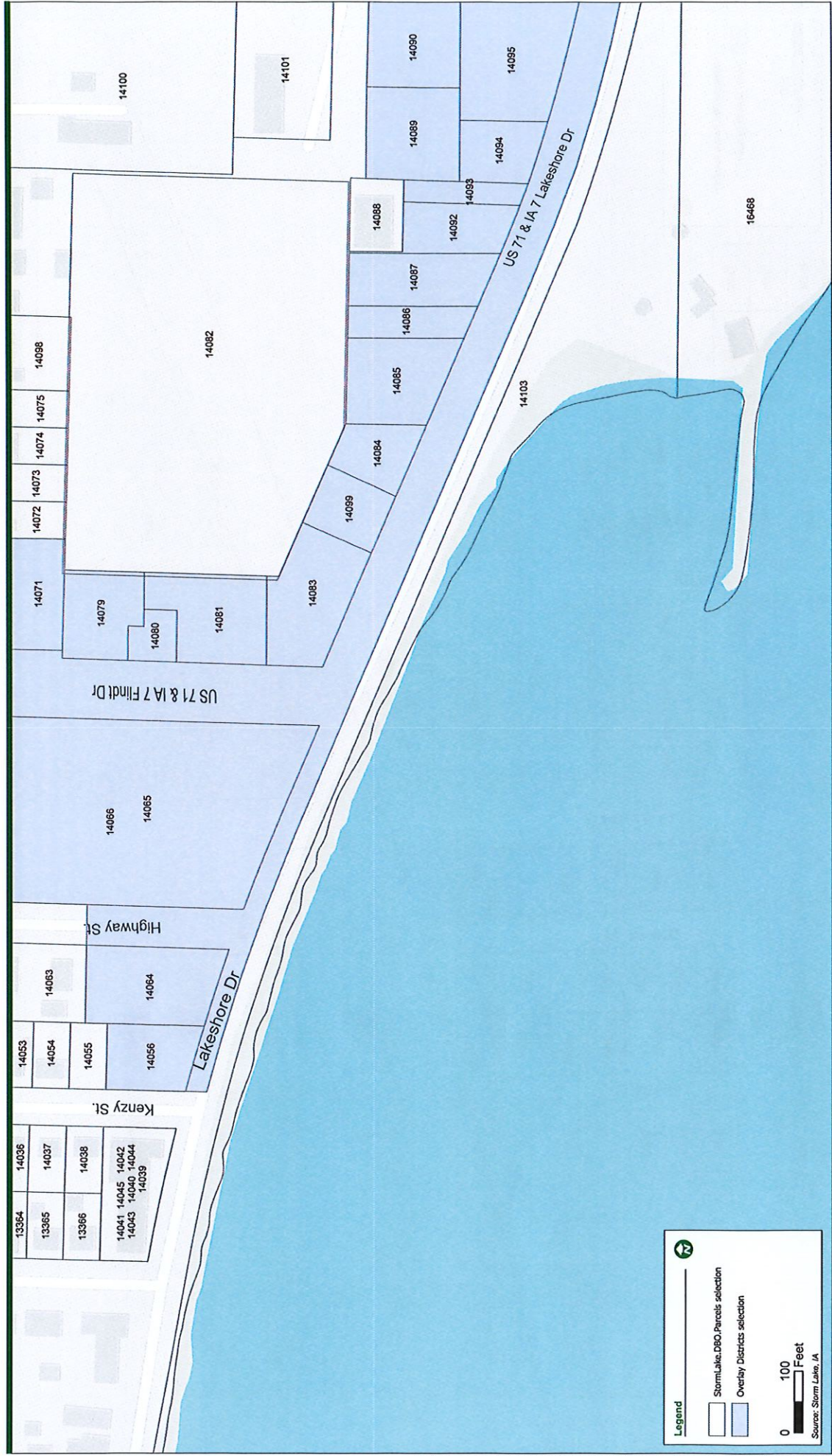
[Proposed Ordinance Amending Storm Lake Zoning Ordinance-Article FIVEpdf](#)

[Public Hearing Notice - Text Amendment to Article V - Gateway District.pdf](#)

Map Key	Owner Name	Parcel Address
13997	ABELS GORDON B REV LIVING TRST	218 PHILLIPS
13988	ALADRO-VALDES HUMBERTO	216 Dorinda
13529	ALLBEE STEVEN	115 MC KENNA
17499	ARGOTSINGER TERRY A	901 W 5TH
14075	ARREGUIN MANUEL	1314 Park
13569	AVERY BROS SIGN CO	HWY 71
13537	BARNETT GENE D	1219 HWY 7
13970	BAUTISTA VICTOR	1111 Park
14084	BEAL ROBERT G	1309 E. LAKESHORE DR
14099	BELLINGHAUSEN ROGER	502 LAKESHORE DR
14050	BENCOMO-GOMEZ DELVIS LUIS	131 KENZY
13378	BENZ THAYNE	121 Memorial Rd
14098	BOUROMMAVONG KETNARINE	1404 PARK
14083	BREW OIL LLC	1201 E Lakeshore Dr.
13528	BREYFOGLE CECILE C REV TRUST	121 MC KENNA DR
14073	CALDERON RAMON ARTURO	1308 PARK
13532	CARLSON CURT R	126 MC KENNA DR
13965	CASTILLO ANGELA AVELAR	137 HIGHWAY
13973	CATARINO MARTIN LIZARDO	1112 E 1ST
13545	CEMSTONE CONCRETE MATERIALS LLC	2226 EXPANSION
14052	CHANTHAVONG HATSACHAK	121 KENZY
14074	CHINCHILLA-CARDONA JOSE RODRIGO	1310 PARK ST
13391	COLUMBUS CLUB ASSOCIATION OF STORM LAKE	1507 E Lakeshore Dr.
13526	COMMUNITY FIRST BROADCASTING LLC	6090 Radio Rd
13993	COMPARAN LUIS	217 DORINDA
19586	CONNELL C RICHARD TRUST	1412201003
13966	CORTES-SANDOVAL MIGUEL	1104 E 1st
14060	DAVID P JENNETT LAW OFFICE	130 Highway
13549	DE WALL ENDEAVORS LLC	1237 HWY 71
13535	DELP RAY L	110 MC KENNA DR
13524	FURST MC NESS CO	2000 Expansion Blvd.
14038	GARCIA-BURCIAGA JOSE CRUZ	108 KENZY
13365	GARCIA-OCIGUERA JOSE	111 MAE
14165	GODFREDSON LARRY	1402451026
14003	GONZALEZ JOSE A VENEGAS	209 PHILLIPS
13527	GONZALEZ-ESCOBAR MISAEL JUNIOR	125 MC KENNA DR
13550	GOODMAN CLASSIC INC	1247 HWY 71
13380	GRAND CENTRAL COFFEE STATION LLC	1501 E Lakeshore Dr.
14004	GUTIERREZ-MARQUEZ SALVADOR	205 PHILLIPS
14102	HADENFELDT BARBARA	114 Memorial Rd
14063	HEARTLAND PROPERTIES OF IOWA LLC	120 Highway
13382	HEITMAN DANIEL S	1515 E Lakeshore Dr.
13962	HENSON BEVERLY J	1105 E 1ST
14176	HILLSHIRE BRANDS COMPANY THE	307 Flindt Dr.
13366	HOFFARD MICHAEL L	109 MAE
14071	IORDANOU CHRISTOS N	135 Flindt
14100	IOWA STATE OF	1601 Park
14066	IOWA STATE OF (STATE RADIO)	1103 E Lakeshore Dr
14072	IRAHEA JOSE A	1304 Park
14044	JACKSON BARBARA K	901 E LAKESHORE DR #1
13968	JACUINDE MANUEL	1101 PARK
14080	JUNGJOHAN CORY J	125 Flindt
13992	KEENAN MICHAEL J	1300 E 3rd St.
14043	KELLEY JOSEPH L & SHIRLEY M FAMILY TRUST	903 E LAKESHORE DR #4
14005	KEOONKHAM VILAY	1401 PARK ST
13964	KEOPHANYA JOHN	1113 E 1ST
13364	KNOKE DOUGLAS	115 MAE
13971	KONGMANICHANH KHAMLAIE	1115 PARK
13998	LARA DARLENE D	216 PHILLIPS
13387	LAVEN WILLIAM J	1701 E Lakeshore Dr.
13999	LONGORIA MARIA D RAMOS	214 PHILLIPS
14048	LOPEZ JOSE ISABEL	137 KENZY
14059	LOR ONG	134 Highway
13525	MANGOLD BRENT L	2004 Expansion Blvd.
14036	MATOS-PEREZ JUAN	116 KENZY
16587	MEAD STEVEN J	1270 HWY 7
14082	MEMORIAL PARK BALL DIAMOND	1402376014
13559	MERIDIAN MFG GROUP INC	2900 Expansion Blvd.
14095	MEYLOE LEE & LAURIE REV TRUST	1411 E LAKESHORE DR
14054	MILLS SHEILA A	113 Kenzy
13363	MORALES SALOME	119 MAE
14049	MOUNTHEP SOUNY	133 KENZY

Map Key	Owner Name	Parcel Address
13377	NEUROTH KEVIN E	1402451005
14001	NHEK LEE	1305 Park
13991	OSEGARO JAMES	201 Flindt Vac
13972	PAENGVAEN KONGMY	1117 PARK
14000	PARKHURST DONALD D	210 Phillips
14041	PARSON MARY B	903 E LAKESHORE #2
13534	PHOMPHAENG THINH	116 MC KENNA DR
13969	PINEDA REGINALDA	1105 PARK
14045	PROZAK HELEN	901 E LAKESHORE DR #2
14047	PYLE FAMILY CORPORATION	903 E Lakeshore Apt. #1
19816	RATH LIGHTHOUSE INN LLC	1601 E LAKESHORE DR
13536	RATH MARTIN R	106 MC KENNA DR
13538	REAGAN OUTDOOR ADVERTISING	1401353901
14085	REDIG MELVIN A	1311 E LAKESHORE DR
14040	REED ROBERT	
14081	REINERT MICHAEL P	123 Flindt
13960	REYES VICTOR	1106 E 3rd
14062	RIOS CARLOS HERNANDEZ	126 Highway
14051	ROBINSON LEROY E	813 FLINDT DR
14053	RODRIGUEZ ALVARO E	117 KENZY
14034	RODRIGUEZ-HERNANDEZ JUAN CARLOS	124 KENZY
13963	ROSALES MARTIN NAVARRO	1109 E 1ST
14064	SAIL INN LLC	1015 E LAKESHORE DR
13996	SALAS VERONICA	1301 PARK
14093	SAMSEL THOMAS ALLEN	1319 E Lakeshore Dr.
13565	SCHULTZ LARRY J	3040 Expansion Blvd.
17496	SKIBSTED DAVID A REV TRUST & SKIBSTED CONSTANCE M REV TRUST	1411 610TH ST
14096	STARK MICHAEL	108 Memorial Rd
16590	STORM LAKE CITY OF (LIGHTHOUSE)	1295 HWY 7
14173	STORM LAKE CITY OF HAYES TOWNSHIP	1402477003
14097	STORM LAKE CYCLES INC	3040 EXPANSION
13544	STORM LAKE HYDRAULICS COMPANY	2400 EXPANSION
13568	STORM LAKE INDUSTRIAL CORP	1401477004
14042	STRAIT LEO W	903 E LAKESHORE DR #3
13362	THAMMAKOD KHAMBAY	123 MAE
13967	THONGSY BOONSONG	1108 E 1ST
13995	TORRES JAVIER	205 DORINDA
13994	TORRES-GARCIA JORGE A	211 DORINDA
13560	TRANS AGRA INTERNATIONAL INC	101 Gilbert Rd
14172	TRANSCREDIT L C	1916 Expansion Blvd
13548	TSCHETTER AND TSCHETTER	1235 HWY 71
13547	TSCHETTER LYNAL K	1223 HWY 71
13916	TYSON FRESH MEATS INC	1009 Richland
14057	VANG THAI	136 Highway
14035	VAZQUEZ VIVIANA	120 KENZY
14037	VEGAS-HERNANDEZ MARIOYSIS	112 KENZY
13561	VERIZON WIRELESS	3041 Expansion
16589	VETTER GLEN	1412226005
17490	WILLIAMS DAVID LIFE ESTATE	1335 610TH ST
13531	WILSON CAROLYN E	103 MC KENNA DR.
13530	WOLTERMAN MARY M LIFE USE	111 MC KENNA
13986	ALADRO-VALDES HUMBERTO	1402328001
13987	ALADRO-VALDES HUMBERTO	216 Dorinda
13551	AVERY BROS SIGN CO	1401378903
13533	CARLSON CURT R	126 MC KENNA DR
13389	COLUMBUS CLUB	1507 E Lakeshore Dr.
13381	COLUMBUS CLUB ASSOCIATION	1507 E Lakeshore Dr.
13379	COLUMBUS CLUB ASSOCIATION OF STORM LAKE	1507 E LAKESHORE DR
13383	GODFREDSON LARRY	1519 E Lakeshore Dr.
13386	GODFREDSON LARRY	1523 E Lakeshore
13390	GODFREDSON LARRY	1402451023
14089	HADENFELDT ADAH	1405 E Lakeshore Dr.
14091	HADENFELDT ADAH	110 Memorial Rd.
14094	HADENFELDT ADAH	1405 E Lakeshore Dr.
14090	HADENFELDT ADAH V	1405 E Lakeshore Dr.
14101	HADENFELDT BARBARA	201 Marshal Rd.
13978	HILLSHIRE BRANDS COMPANY THE	307 Flindt Dr.
13979	HILLSHIRE BRANDS COMPANY THE	307 Flindt Dr.
14079	IORDANOU CHRISTOS N	147 FLINDT DR
13539	MERIDIAN MFG GROUP INC	2900 EXPANSION BLVD





ORDINANCE NO. XX-O-2022-2023

ORDINANCE AMENDING ARTICLE V OF THE ZONING ORDINANCE OF THE CITY OF STORM LAKE, A PART OF THE STORM LAKE MUNICIPAL CODE, TO CLARIFY AND MODIFY CERTAIN REGULATIONS PERTAINING TO THE GATEWAY DISTRICT

WHEREAS, the City Staff has submitted proposed changes to the text of Article Five of the Storm Lake Zoning Ordinance and Subdivision Regulations to clarify and make less restrictive certain regulations pertaining to the Gateway District in the City of Storm Lake;

WHEREAS, the City's Planning and Zoning Commission has reviewed and recommended approval of the proposed changes to the text of Article V of the Zoning Ordinance.

WHEREAS, the proposed changes are consistent and in accordance with the comprehensive plan adopted by the City in Resolution No. 94-R-2012-2013 on February 18, 2013;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa, as follows:

Section 1. AMENDMENTS. Article V of The Zoning Ordinance of the City of Storm Lake, entitled "Special and Overlay Districts," is amended as follows:

- a. In Section 540, by deleting the sentence, "As a whole, the massing and details of the buildings and site landscaping material shall be the dominate visible features from the street, and not the parking."
- b. In Section 542, subsection (a), by deleting the phrase, "(including construction that is a result of new development)".
- c. In Section 542, by deleting subsections (c) and (d).
- d. In Section 543, subsection (a), by deleting paragraphs 1 and 2; re-numbering paragraph 3 as paragraph 1; and changing newly re-numbered paragraph 1 to read: "Buildings shall be set back a minimum of 10 feet from the front property line. The setback area shall be used for landscape areas, front entry enhancements, plaza space, or parking space."
- e. In Section 543, subsection (b), paragraph 1, by changing "25%" to "50%"; and by deleting the second period of the two periods at the end of the paragraph.
- f. In Section 543, subsection (b), by deleting paragraph 2; and re-numbering

paragraphs 3 through 6 as paragraphs 2 through 5, respectively.

g. In Section 543, subsection (c), by deleting paragraph 3; changing paragraph 4 to read: “Access to sites in the gateway overlay districts shall be limited to two accesses on to the primary arterial street.”; changing paragraph 6 to read: “Provide lighting along walkways into and out of parking lots to strengthen the sight line of the route of travel and increase security for nighttime use. This lighting shall be in addition to parking lot lighting.”; in Paragraph 7, by inserting, “storage buildings,” immediately after, “storage yards,”; and by re-numbering Paragraphs 4 through 7, as so amended, to be Paragraphs 3 through 6.

h. In Section 543, subsection (d), by deleting paragraphs 1, 2, and 3; in paragraph 5, by inserting, “storage buildings,” after “service yards”; and by re-numbering paragraphs 4 and 5, as amended, to be paragraphs 1 and 2 respectively.

i. In Section 544, by changing the first partial sentence preceding subsections (a) through (l) to read: “The following building regulations shall apply to all new development:”

j. In Section 544, subsection (d), by deleting the last sentence.

k. In Section 544, subsection (e), by deleting the last sentence.

l. By changing Section 544, subsection (g) to read: “Street fronting windows shall be no more than 48 inches above the sidewalk level.”

m. By changing Section 545, subsection (a) to read: “Every building or commercial complex shall incorporate sign design into the overall project design plan.”

n. By changing Section 545, subsection (e) to read: “Freestanding pole and pylon signs are prohibited. Monument signs are to be allowed. Monument signs may be placed in the ten-foot front yard setback. Monument signs shall be placed so as not to obstruct vision or create a traffic hazard.”

o. By changing Section 545, subsection (h) to read: “A freestanding monument sign may not exceed 140 square feet per side and not exceed 14 feet in height. Allowable monument sign area is based on 2 square feet of sign area per lineal foot of lot frontage.

p. In Section 545, subsection (j), by changing “one” to “two” and “25” to “50” in the first sentence and “25” to “50” in the last sentence.

q. In Section 545, by deleting subsections (k), (m), and (r) and re-lettering the

remaining subsections after subsection (j) as (k) through (p).

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

Section 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2022.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



Proud

City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

P (712)-732-8000

F (712)-732-4114

**NOTICE OF PUBLIC HEARING FOR PUBLICATION
CITY OF STORM LAKE
PLANNING AND ZONING COMMISSION File number 2022-6**

Tuesday, November 29, 2022, at 5:15 p.m.

And

CITY COUNCIL MEETING

Monday, December 5, 2022, at 5:00 p.m.

A petition for a Text Amendment to Article V of the Zoning Ordinance of the City of Storm Lake, a part of the Storm Lake Municipal Code, to clarify and modify certain regulations pertaining to the gateway district has been filed by the City of Storm Lake.

A public hearing will be held by the Planning and Zoning Commission on November 29, 2022, at 5:15 P.M. at which time you may appear if you so desire, either in person or by agent or attorney, in opposition to or support of the proposed Text Amendment to Article V of the Zoning Ordinance of the City of Storm Lake, a part of the Storm Lake Municipal Code, to clarify and modify certain regulations pertaining to the gateway district. **You may attend in person at City Hall, 620 Erie Street, Storm Lake, Iowa, by Telephone: Dial: 1-312-626-6799 or tollfree: 1-888-475-4499– Zoom Meeting ID: 884 9661 3217, or by Computer: <https://us06web.zoom.us/j/88496613217>**

Following the hearing the Commission will make a recommendation to the City Council relative to the application.

The City Council will meet Monday, December 5, 2022, at 5:00 P.M. and will consider the enactment of an ordinance to amend Article V of the Zoning Ordinance as proposed. You may attend in person at City Hall, 620 Erie Street, Storm Lake, Iowa, by Telephone Dial: 1-312-626-6799 or toll-free: 1-888-475-4499 Zoom Meeting ID: 933-2006-3301, or by Computer: <https://us06web.zoom.us/j/93320063301>

Respectfully submitted,

Scott Olesen
Zoning Administrator

Staff Summary

11/21/2022

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: Brian Oakleaf Finance Director

SUBJECT: **Motion Approving Fiscal Year 2022 Urban Renewal Report**

BACKGROUND:

Each year, the City Council must approve the Annual Urban Renewal Report before December 1. If the City does not complete this report, we will not be able to adopt the yearly budget.

This report covers the five Urban Renewal Areas with reportable activity during the reporting timeframe, shown on the TIF Map:

Storm Lake Industrial Park which encompasses the area of Project AWAYSIS, the McKenna Addition, industrial areas from Flindt Drive along Expansion Blvd. to Hwy 71, the condo site, and development areas along Hwy 7 from Flindt Drive to Hwy 71.

While this area produced \$549,909 in FY 2022, there are many questions as to the accuracy of valuations and revenues in this Urban Renewal Area. I will refer to a few charts to illustrate some of the issues at hand.

North #1 Bargloff Urban Renewal area includes Bargloff Roads, Pizza Ranch and Dollar Tree as well as downtown areas. We have \$5,168,807 of debt on this area and received \$234,953 of TIF Revenue.

LMI #3 Housing Urban Renewal Area includes The Reserves housing development. We have \$257,834 of debt on this area and received \$16,866 of TIF Revenue.

LMI #4 Housing Urban Renewal Area includes the 10th Street Townhomes. We have \$230,751 of debt on this area and received \$23,672 of TIF Revenue

Storm Lake 3rd Addition - This was the sixth reportable year for this area, and as a market-rate housing Urban Renewal Area, 50% of the Area's cash balance must be set aside for LMI projects. That balance stands at \$161,301. It has come to our attention that many if not all parcels in this area have not been allocating TIF revenue, so until we have these discrepancies resolved we will not close this area out.

FISCAL IMPACT:

Each section of the report gives an in-depth reporting of all activity in the area, including associated debt, expenses, rebate payments and revenues. Please note that, for the purposes of this report, "Debt" includes not only the principal on associated Bonds, but also the anticipated TOTAL interest due for the life of the Bond, any future rebate agreement Not-To-Exceed amounts as well as any legal, infrastructure or miscellaneous costs that are treated as internal loans, and therefore, "debt" the City owes itself.

RECOMMENDATION:

Review and approve the Fiscal Year 2022 Urban Renewal Report for Submittal to the State of Iowa.

ATTACHMENTS:

[TIF-11G091-2020_11-11-2022.pdf](#)

[TIF Map.pdf](#)

[TIF EXPLAINED.pdf](#)

[TIF 1.pdf](#)

[TIF 2.pdf](#)

[TIF 3.pdf](#)

[TIF 4.pdf](#)

Levy Authority Summary

Local Government Name: STORM LAKE
 Local Government Number: 11G091

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
STORM LAKE INDUSTRIAL PARK URBAN RENEWAL	11001	5
NORTH #1 BARGLOFF URBAN RENEWAL	11008	7
#3 LMI HOUSING URBAN RENEWAL	11009	1
#4 LMI HOUSING URBAN RENEWAL	11010	1
STORM LAKE CITY/3RD ADDITION URBAN RENEWAL	11011	2

TIF Debt Outstanding: 34,530,585

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: -80,771 83,804 **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 814,632
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 13,720
 Asset Sales & Loan Repayments: 40,500
Total Revenue: 868,852

Rebate Expenditures: 60,431
 Non-Rebate Expenditures: 773,548
 Returned to County Treasurer: 0
Total Expenditures: 833,979

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: -45,898 85,280 **Amount of 06-30-2022 Cash Balance Restricted for LMI**

Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 33,742,504

Urban Renewal Area Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: STORM LAKE INDUSTRIAL PARK URBAN RENEWAL
 UR Area Number: 11001

UR Area Creation Date: 09/1991

UR Area Purpose: The purpose of this urban renewal area is to eliminate blighting influences and to promote revitalization.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM	110077	110078	6,613,589
STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM	110089	110090	9,999,282
STORM LAKE CITY AG/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM	110091	110092	0
STORM LAKE CITY AG/STORM LAKE SCH/S L INDUSTRIAL PARK 3 INCREM	110116	110117	0
STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK 3 INCREM	110118	110119	0

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,126,020	15,852,072	12,016,610	0	-5,556	31,299,876	0	31,299,876
Taxable	0	1,763,370	14,266,865	10,814,949	0	-5,556	27,049,372	0	27,049,372
Homestead Credits									23

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: -243,598 0 **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 549,909
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 549,909

Rebate Expenditures: 0
 Non-Rebate Expenditures: 546,294
 Returned to County Treasurer: 0
Total Expenditures: 546,294

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: -239,983 0 **Amount of 06-30-2022 Cash Balance Restricted for LMI**

Projects For STORM LAKE INDUSTRIAL PARK URBAN RENEWAL

Indoor Waterpark

Description:	Building of Indoor Waterpark - Part of Project AWAYSIS
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Outdoor Waterpark

Description:	Building of an Outdoor Waterpark - Part of Project AWAYSIS
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Family Playground

Description:	Building of a Family Playground near the beach and waterparks - Part of Project AWAYSIS
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Lighthouse

Description:	Building of a Lighthouse Observatory Tower on Storm Lake - Part of Project AWAYSIS
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Golf Course

Description:	Renovation of Existing Golf Course
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Campground/Cottages

Description:	Remodeling of Existing Sites and addition of 4 Cottages
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

Hotel

Description:	Building of a 100 Room Hotel with Full Service Restaurant and indoor/outdoor waterpark
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Classification:	Commercial - hotels and conference centers
Physically Complete:	Yes
Payments Complete:	No

Gold Wing Drive

Description:	Land for Commercial Development
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	No
Payments Complete:	No

Meridian

Description:	Job creation
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Memorial Lift Station

Description:	Improvements to Wastewater Collection
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	No
Payments Complete:	No

Water Line Extentions

Description:	Facilitate Future Growth including Feed Mill
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	No
Payments Complete:	No

Expansion Blvd Improvements

Description:	Road expansion due to truck traffic
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Memorial Road Resurface

Description:	Resurface existing gravel road
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Expansion Sanitary Sewer Project

Description:	Extend municipal sanitary sewer to undeveloped portion of Industrial Park
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	No
Payments Complete:	No

Sunrise Park Entrance

Description:	Two way access on City owned property
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Acquistion and Demolition of Dilapidated Structures

Description:	Ongoing removal of Blight
Classification:	Acquisition of property
Physically Complete:	No
Payments Complete:	No

Hwy 7 Development Agreements

Description:	Expansion of Industrial Park
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	No
Payments Complete:	No

FB Storm Lake II

Description:	Condo and residential development
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

King's Pointe Remodel

Description:	Remodel, refresh and restoration of Hotel
Classification:	Commercial - hotels and conference centers
Physically Complete:	No
Payments Complete:	No

Outdoor Waterpark Concrete

Description:	Continuing repairs and maintenance of Outdoor Waterpark
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For STORM LAKE INDUSTRIAL PARK URBAN RENEWAL

1.975M Urban Renewal Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,548,031
Interest:	200,787
Total:	1,748,818
Annual Appropriation?:	No
Date Incurred:	02/01/2012
FY of Last Payment:	2033

2.08M AWAYSIS Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,942,625
Interest:	391,635
Total:	2,334,260
Annual Appropriation?:	No
Date Incurred:	06/05/2015
FY of Last Payment:	2035

Hotel-TIF Portion of Property Taxes

Debt/Obligation Type:	Other Debt
Principal:	217,858
Interest:	0
Total:	217,858
Annual Appropriation?:	Yes
Date Incurred:	07/01/2008
FY of Last Payment:	2035

Hotel Infastructure/Refurbish

Debt/Obligation Type:	Internal Loans
Principal:	108,000
Interest:	0
Total:	108,000
Annual Appropriation?:	Yes
Date Incurred:	06/30/2017
FY of Last Payment:	2035

Condo Site Infastructure

Debt/Obligation Type:	Internal Loans
Principal:	127,985
Interest:	0
Total:	127,985
Annual Appropriation?:	Yes
Date Incurred:	07/01/2018
FY of Last Payment:	2022

6.89M Hotel Revenue GO

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,380,000

Interest:	217,213
Total:	1,597,213
Annual Appropriation?:	No
Date Incurred:	12/01/2015
FY of Last Payment:	2029

Internal Infrastructure Loans for Water, Roads and Sewer

Debt/Obligation Type:	Internal Loans
Principal:	21,432,261
Interest:	0
Total:	21,432,261
Annual Appropriation?:	No
Date Incurred:	11/27/2015
FY of Last Payment:	2035

Non-Rebates For STORM LAKE INDUSTRIAL PARK URBAN RENEWAL

TIF Expenditure Amount:	0
Tied To Debt:	6.89M Hotel Revenue GO
Tied To Project:	Hotel
TIF Expenditure Amount:	230,250
Tied To Debt:	2.08M AWAYSIS Bond
Tied To Project:	Gold Wing Drive
TIF Expenditure Amount:	98,186
Tied To Debt:	1.975M Urban Renewal Bond
Tied To Project:	Outdoor Waterpark
TIF Expenditure Amount:	217,858
Tied To Debt:	Hotel-TIF Portion of Property Taxes
Tied To Project:	Gold Wing Drive
TIF Expenditure Amount:	0
Tied To Debt:	Hotel Infastructure/Refurbish
Tied To Project:	Hotel
TIF Expenditure Amount:	0
Tied To Debt:	Hotel Infastructure/Refurbish
Tied To Project:	Hotel
TIF Expenditure Amount:	0
Tied To Debt:	Condo Site Infastructure
Tied To Project:	Gold Wing Drive

All of the debt listed has been certified to the County Auditor as TIF Debt, but portions of the Debt are also paid by Hotel Revenue, Local Option Sales Tax, and Hotel / Motel Tax.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2022

22120290

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: STORM LAKE INDUSTRIAL PARK URBAN RENEWAL (11001)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM
 TIF Taxing District Inc. Number: 110078
 TIF Taxing District Base Year: 1990
 FY TIF Revenue First Received: 2007
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2027

	UR Designation
Slum	No
Blighted	07/2010
Economic Development	10/1991

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,645,910	5,136,390	0	0	8,782,300	0	8,782,300
Taxable	0	0	3,281,319	4,622,751	0	0	7,904,070	0	7,904,070
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	2,168,711	6,613,589	6,613,589	0	0

FY 2022 TIF Revenue Received: 221,139

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: STORM LAKE INDUSTRIAL PARK URBAN RENEWAL (11001)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM
 TIF Taxing District Inc. Number: 110090
 TIF Taxing District Base Year: 2003
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2025

	UR Designation
Slum	No
Blighted	07/2010
Economic Development	07/2010

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,126,020	12,206,162	6,880,220	0	-5,556	22,517,576	0	22,517,576
Taxable	0	1,763,370	10,985,546	6,192,198	0	-5,556	19,145,302	0	19,145,302
Homestead Credits									23

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	12,523,850	9,999,282	9,999,282	0	0

FY 2022 TIF Revenue Received: 328,770

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	STORM LAKE INDUSTRIAL PARK URBAN RENEWAL (11001)
TIF Taxing District Name:	STORM LAKE CITY AG/STORM LAKE SCH/S L INDUSTRIAL PARK INCREM
TIF Taxing District Inc. Number:	110092
TIF Taxing District Base Year:	2003
FY TIF Revenue First Received:	2009
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2029

UR Designation	
Slum	No
Blighted	07/2010
Economic Development	07/2010

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	42,130	0	0	0	0

FY 2022 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	STORM LAKE INDUSTRIAL PARK URBAN RENEWAL (11001)
TIF Taxing District Name:	STORM LAKE CITY AG/STORM LAKE SCH/S L INDUSTRIAL PARK 3 INCREM
TIF Taxing District Inc. Number:	110117
TIF Taxing District Base Year:	2012
FY TIF Revenue First Received:	2016
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	17,370	0	0	0	0

FY 2022 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	STORM LAKE INDUSTRIAL PARK URBAN RENEWAL (11001)
TIF Taxing District Name:	STORM LAKE CITY/STORM LAKE SCH/S L INDUSTRIAL PARK 3 INCREM
TIF Taxing District Inc. Number:	110119
TIF Taxing District Base Year:	2012
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	440,690	0	0	0	0

FY 2022 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: NORTH #1 BARGLOFF URBAN RENEWAL
 UR Area Number: 11008

UR Area Creation Date: 08/2010

UR Area Purpose: The purpose of this Urban Renewal Area is to stimulate private investment in new commercial and industrial development.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM	110101	110102	4,041,423
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM	110104	110105	191,403
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM	110108	110109	259,860
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF 4 INCREM	110110	110111	408,400
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF 5 INCREM	110112	110113	1,102,343
STORM LAKE CITY AG/STORM LAKE SCH/NORTH #1 BARGLOFF 6 INCREM	110114	110115	0
STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREMENT	110124	110125	890,090

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	451,240	9,443,170	4,030,840	0	0	14,081,040	0	14,081,040
Taxable	0	254,543	8,498,853	3,627,756	0	0	12,486,310	0	12,486,310
Homestead Credits									1

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 56,865 0 **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 224,079
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 10,874
 Asset Sales & Loan Repayments: 0
Total Revenue: 234,953

Rebate Expenditures: 28,048
 Non-Rebate Expenditures: 227,254
 Returned to County Treasurer: 0
Total Expenditures: 255,302

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 36,516 0 **Amount of 06-30-2022 Cash Balance Restricted for LMI**

Projects For NORTH #1 BARGLOFF URBAN RENEWAL

Harvest International Development

Description:	Construction of a New Manufacturing and Office Facility
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Pizza Ranch

Description:	Water Lines and Legal Fees for TIF and Development Agreement
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	Yes

Dollar Tree

Description:	Construction of New Retail Strip Mall
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For NORTH #1 BARGLOFF URBAN RENEWAL

Dollar Tree Rebate

Debt/Obligation Type:	Rebates
Principal:	204,378
Interest:	0
Total:	204,378
Annual Appropriation?:	No
Date Incurred:	05/16/2016
FY of Last Payment:	2028

2.685M Bargloff TIF Bond

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	2,379,922
Interest:	443,766
Total:	2,823,688
Annual Appropriation?:	No
Date Incurred:	06/01/2019
FY of Last Payment:	2031

Hwy 7 Widening / Streets

Debt/Obligation Type:	Internal Loans
Principal:	636,930
Interest:	0
Total:	636,930
Annual Appropriation?:	No
Date Incurred:	06/15/2015
FY of Last Payment:	2035

Hwy 7 Water main

Debt/Obligation Type:	Internal Loans
Principal:	321,150
Interest:	0
Total:	321,150
Annual Appropriation?:	No
Date Incurred:	10/05/2015
FY of Last Payment:	2035

Water / Sewer Infrastructure

Debt/Obligation Type:	Internal Loans
Principal:	955,407
Interest:	0
Total:	955,407
Annual Appropriation?:	No
Date Incurred:	09/20/2010
FY of Last Payment:	2030

Non-Rebates For NORTH #1 BARGLOFF URBAN RENEWAL

TIF Expenditure Amount:	227,254
Tied To Debt:	2.685M Bargloff TIF Bond
Tied To Project:	Harvest International Development

Rebates For NORTH #1 BARGLOFF URBAN RENEWAL

1515 Lake Ave. N

TIF Expenditure Amount:	28,048
Rebate Paid To:	Storm Lake Development Group. LLC
Tied To Debt:	Dollar Tree Rebate
Tied To Project:	Dollar Tree
Projected Final FY of Rebate:	2028

Jobs For NORTH #1 BARGLOFF URBAN RENEWAL

Project:	Dollar Tree
Company Name:	Storm Lake Development Group
Date Agreement Began:	05/16/2016
Date Agreement Ends:	10/01/2028
Number of Jobs Created or Retained:	27
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	1,700,000
Total Estimated Cost of Public Infrastructure:	0

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: NORTH #1 BARGLOFF URBAN RENEWAL (11008)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM
 TIF Taxing District Inc. Number: 110102
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2032

	UR Designation
Slum	No
Blighted	No
Economic Development	08/2010

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,070,630	2,419,840	0	0	4,490,470	0	4,490,470
Taxable	0	0	1,863,567	2,177,856	0	0	4,041,423	0	4,041,423
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	34,720	4,041,423	4,041,423	0	0

FY 2022 TIF Revenue Received: 132,879

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: NORTH #1 BARGLOFF URBAN RENEWAL (11008)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM
 TIF Taxing District Inc. Number: 110105
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received: 2014
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	212,670	0	0	0	212,670	0	212,670
Taxable	0	0	191,403	0	0	0	191,403	0	191,403
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	18,383	191,403	191,403	0	0

FY 2022 TIF Revenue Received: 6,293

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	NORTH #1 BARGLOFF URBAN RENEWAL (11008)
TIF Taxing District Name:	STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREM
TIF Taxing District Inc. Number:	110109
TIF Taxing District Base Year:	2010
FY TIF Revenue First Received:	2014
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	343,680	0	0	0	343,680	0	343,680
Taxable	0	0	309,312	0	0	0	309,312	0	309,312
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	83,820	259,860	259,860	0	0

FY 2022 TIF Revenue Received: 8,544

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	NORTH #1 BARGLOFF URBAN RENEWAL (11008)
TIF Taxing District Name:	STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF 4 INCREM
TIF Taxing District Inc. Number:	110111
TIF Taxing District Base Year:	2012
FY TIF Revenue First Received:	2014
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	451,240	4,220,340	1,611,000	0	0	6,438,370	0	6,438,370
Taxable	0	254,543	3,798,306	1,449,900	0	0	5,607,907	0	5,607,907
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	6,029,970	408,400	408,400	0	0

FY 2022 TIF Revenue Received: 13,428

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	NORTH #1 BARGLOFF URBAN RENEWAL (11008)
TIF Taxing District Name:	STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF 5 INCREM
TIF Taxing District Inc. Number:	110113
TIF Taxing District Base Year:	2012
FY TIF Revenue First Received:	2014
Subject to a Statutory end date?	No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,525,360	0	0	0	1,525,360	0	1,525,360
Taxable	0	0	1,372,824	0	0	0	1,372,824	0	1,372,824
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	423,017	1,102,343	1,102,343	0	0

FY 2022 TIF Revenue Received: 33,669

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	NORTH #1 BARGLOFF URBAN RENEWAL (11008)
TIF Taxing District Name:	STORM LAKE CITY AG/STORM LAKE SCH/NORTH #1 BARGLOFF 6 INCREM
TIF Taxing District Inc. Number:	110115
TIF Taxing District Base Year:	2012
FY TIF Revenue First Received:	2014
Subject to a Statutory end date?	No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	20,000	0	0	0	0

FY 2022 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	NORTH #1 BARGLOFF URBAN RENEWAL (11008)
TIF Taxing District Name:	STORM LAKE CITY/STORM LAKE SCH/NORTH #1 BARGLOFF INCREMENT
TIF Taxing District Inc. Number:	110125
TIF Taxing District Base Year:	2013
FY TIF Revenue First Received:	2015
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,070,490	0	0	0	1,070,490	0	1,070,490
Taxable	0	0	963,441	0	0	0	963,441	0	963,441
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	180,400	890,090	890,090	0	0

FY 2022 TIF Revenue Received: 29,266

Urban Renewal Area Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: #3 LMI HOUSING URBAN RENEWAL
 UR Area Number: 11009

UR Area Creation Date: 07/2013

UR Area Purpose: Renewal activities are designed to provide opportunities, incentives, and sites for new LMI residential development within the Area.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
STORM LAKE CITY/STORM LAKE SCH/#3 LMI HOUSING INCREM	110120	110121	483,219

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	536,910	0	0	0	536,910	0	536,910
Taxable	0	0	483,219	0	0	0	483,219	0	483,219
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 26,616 0 **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 15,725
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 1,141
 Asset Sales & Loan Repayments: 0
Total Revenue: 16,866

Rebate Expenditures: 13,711
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 13,711

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 29,771 0 **Amount of 06-30-2022 Cash Balance Restricted for LMI**

Projects For #3 LMI HOUSING URBAN RENEWAL

The Reserves

Description:	#3 LMI Housing
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For #3 LMI HOUSING URBAN RENEWAL

Housing Rebate

Debt/Obligation Type:	Rebates
Principal:	123,399
Interest:	0
Total:	123,399
Annual Appropriation?:	No
Date Incurred:	01/01/2015
FY of Last Payment:	2031

Water Lines

Debt/Obligation Type:	Internal Loans
Principal:	29,733
Interest:	0
Total:	29,733
Annual Appropriation?:	No
Date Incurred:	07/01/2013
FY of Last Payment:	2033

Street Lights

Debt/Obligation Type:	Internal Loans
Principal:	99,175
Interest:	0
Total:	99,175
Annual Appropriation?:	No
Date Incurred:	01/01/2013
FY of Last Payment:	2033

Rain Gardens / Storm Water

Debt/Obligation Type:	Internal Loans
Principal:	5,527
Interest:	0
Total:	5,527
Annual Appropriation?:	No
Date Incurred:	06/15/2015
FY of Last Payment:	2035

Non-Rebates For #3 LMI HOUSING URBAN RENEWAL

TIF Expenditure Amount:	0
Tied To Debt:	Water Lines
Tied To Project:	The Reserves

Rebates For #3 LMI HOUSING URBAN RENEWAL

The Reserves

TIF Expenditure Amount:	13,711
Rebate Paid To:	Storm Lake Affordable Partners
Tied To Debt:	Housing Rebate
Tied To Project:	The Reserves
Projected Final FY of Rebate:	2031

TIF Taxing District Data Collection

Local Government Name:	STORM LAKE (11G091)
Urban Renewal Area:	#3 LMI HOUSING URBAN RENEWAL (11009)
TIF Taxing District Name:	STORM LAKE CITY/STORM LAKE SCH/#3 LMI HOUSING INCREM
TIF Taxing District Inc. Number:	110121
TIF Taxing District Base Year:	2012
FY TIF Revenue First Received:	2014
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	536,910	0	0	0	536,910	0	536,910
Taxable	0	0	483,219	0	0	0	483,219	0	483,219
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	9,920	483,219	483,219	0	0

FY 2022 TIF Revenue Received: 15,725

Urban Renewal Area Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: #4 LMI HOUSING URBAN RENEWAL
 UR Area Number: 11010

UR Area Creation Date: 07/2013

UR Area Purpose: Renewal activities are designed to provide opportunities, incentives, and sites for new LMI residential development within the Area.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
STORM LAKE CITY/STORM LAKE SCH/#4 LMI HOUSING INCREM	110122	110123	675,000

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	750,000	0	0	0	750,000	0	750,000
Taxable	0	0	675,000	0	0	0	675,000	0	675,000
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: -88,261 0 **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 21,967
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 1,705
 Asset Sales & Loan Repayments: 0
Total Revenue: 23,672

Rebate Expenditures: 18,672
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 18,672

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: -83,261 0 **Amount of 06-30-2022 Cash Balance Restricted for LMI**

Projects For #4 LMI HOUSING URBAN RENEWAL

10th Street Townhomes

Description:	#4 LMI Housing
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For #4 LMI HOUSING URBAN RENEWAL

Rebate

Debt/Obligation Type:	Rebates
Principal:	168,048
Interest:	0
Total:	168,048
Annual Appropriation?:	Yes
Date Incurred:	01/01/2015
FY of Last Payment:	2031

Infrastructure/Legal/Water/SW

Debt/Obligation Type:	Internal Loans
Principal:	62,703
Interest:	0
Total:	62,703
Annual Appropriation?:	No
Date Incurred:	05/19/2015
FY of Last Payment:	2035

Rebates For #4 LMI HOUSING URBAN RENEWAL

500 West 10th St

TIF Expenditure Amount:	18,672
Rebate Paid To:	10th Street Townhomes LLLP
Tied To Debt:	Rebate
Tied To Project:	10th Street Townhomes
Projected Final FY of Rebate:	2031

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: #4 LMI HOUSING URBAN RENEWAL (11010)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/#4 LMI HOUSING INCREM
 TIF Taxing District Inc. Number: 110123
 TIF Taxing District Base Year: 2012
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	750,000	0	0	0	750,000	0	750,000
Taxable	0	0	675,000	0	0	0	675,000	0	675,000
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	9,590	675,000	675,000	0	0

FY 2022 TIF Revenue Received: 21,967

Urban Renewal Area Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: STORM LAKE CITY/3RD ADDITION URBAN RENEWAL
 UR Area Number: 11011

UR Area Creation Date: 07/2014

UR Area Purpose: The purpose of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in Iowa Code Section 403.17(12).

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
STORM LAKE CITY AG/STORM LAKE SCH/3RD ADDITION INCREMENT	110130	110131	0
STORM LAKE CITY/STORM LAKE SCH/3RD ADDITION INCREMENT	110136	110137	90,734

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	160,850	0	0	0	0	160,850	0	160,850
Taxable	0	90,734	0	0	0	0	90,734	0	90,734
Homestead Credits									1

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 167,607 83,804 **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 2,952
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 40,500
Total Revenue: 43,452

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 211,059 85,280 **Amount of 06-30-2022 Cash Balance Restricted for LMI**

Projects For STORM LAKE CITY/3RD ADDITION URBAN RENEWAL

3rd Addition

Description:	Residential Development
Classification:	Residential property (classified residential)
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For STORM LAKE CITY/3RD ADDITION URBAN RENEWAL

Infrastructure - Water

Debt/Obligation Type:	Internal Loans
Principal:	406,941
Interest:	0
Total:	406,941
Annual Appropriation?:	No
Date Incurred:	07/31/2018
FY of Last Payment:	2038

Infrastructure - Sewer

Debt/Obligation Type:	Internal Loans
Principal:	406,941
Interest:	0
Total:	406,941
Annual Appropriation?:	No
Date Incurred:	09/20/2018
FY of Last Payment:	2038

Infrastructure - Streets

Debt/Obligation Type:	Internal Loans
Principal:	720,170
Interest:	0
Total:	720,170
Annual Appropriation?:	No
Date Incurred:	06/20/2016
FY of Last Payment:	2036

Non-Rebates For STORM LAKE CITY/3RD ADDITION URBAN RENEWAL

TIF Expenditure Amount:	0
Tied To Debt:	Infrastructure - Water
Tied To Project:	3rd Addition

TIF Expenditure Amount:	0
Tied To Debt:	Infrastructure - Sewer
Tied To Project:	3rd Addition

Income Housing For STORM LAKE CITY/3RD ADDITION URBAN RENEWAL

Amount of FY 2022 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: STORM LAKE CITY/3RD ADDITION URBAN RENEWAL (11011)
 TIF Taxing District Name: STORM LAKE CITY AG/STORM LAKE SCH/3RD ADDITION INCREMENT
 TIF Taxing District Inc. Number: 110131
 TIF Taxing District Base Year: 2014
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

UR Designation	
Slum	No
Blighted	No
Economic Development	07/2016

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	4,468	0	0	0	0

FY 2022 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: STORM LAKE (11G091)
 Urban Renewal Area: STORM LAKE CITY/3RD ADDITION URBAN RENEWAL (11011)
 TIF Taxing District Name: STORM LAKE CITY/STORM LAKE SCH/3RD ADDITION INCREMENT
 TIF Taxing District Inc. Number: 110137
 TIF Taxing District Base Year: 2014
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2037

UR Designation	
Slum	No
Blighted	No
Economic Development	07/2016

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	160,850	0	0	0	0	160,850	0	160,850
Taxable	0	90,734	0	0	0	0	90,734	0	90,734
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	224	90,734	90,734	0	0

FY 2022 TIF Revenue Received: 2,952

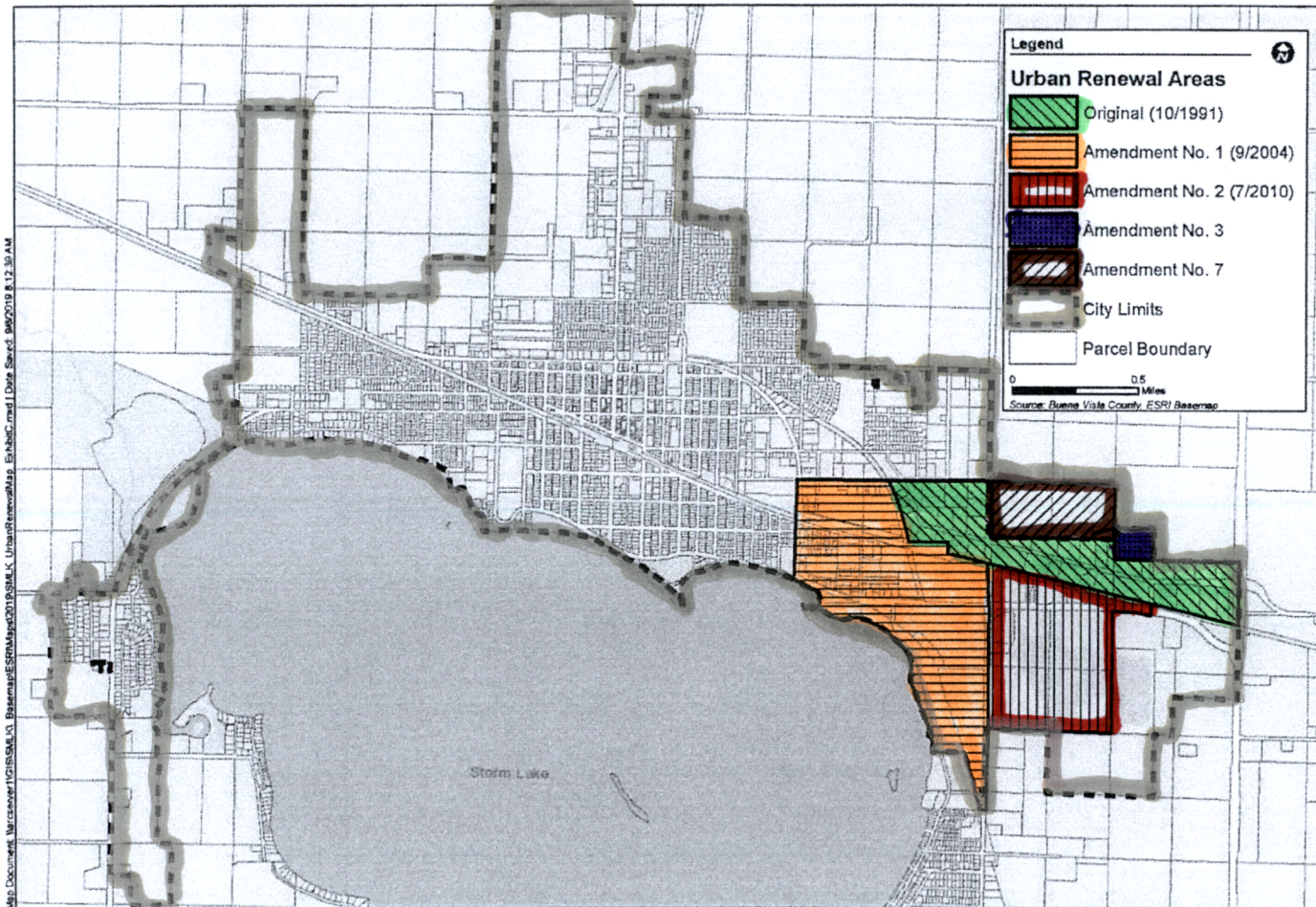
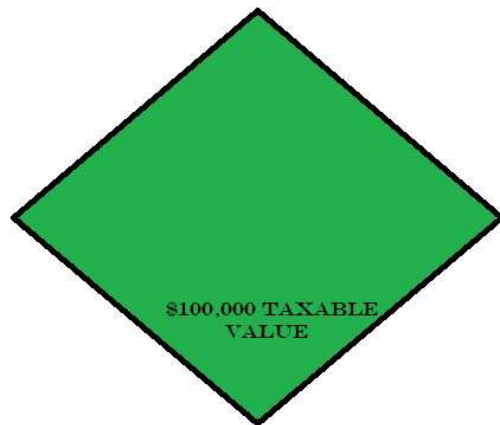
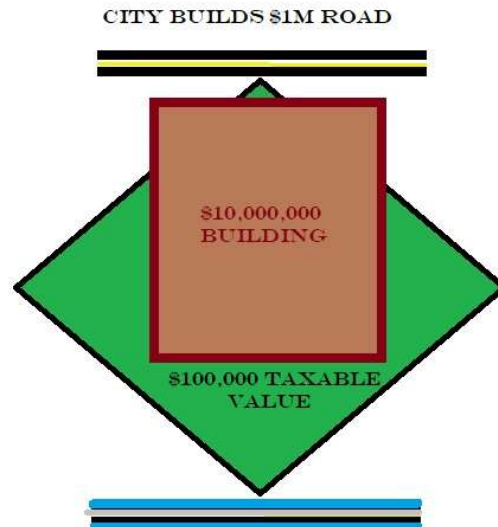


EXHIBIT C
STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA
MAP SHOWING ALL SUBAREAS (2019)

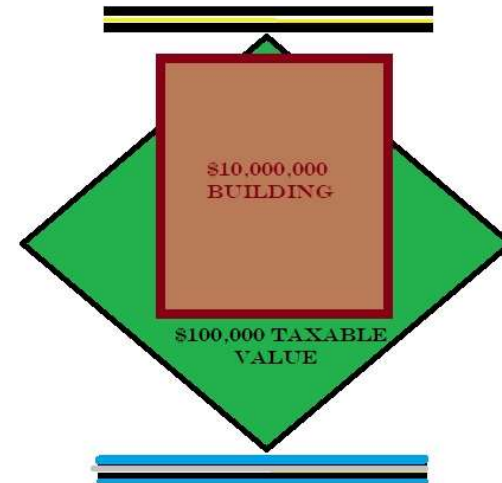


SCHOOL, COUNTY, CITY
AND OTHERS COLLECT
TAX ON \$100,000 VALUE

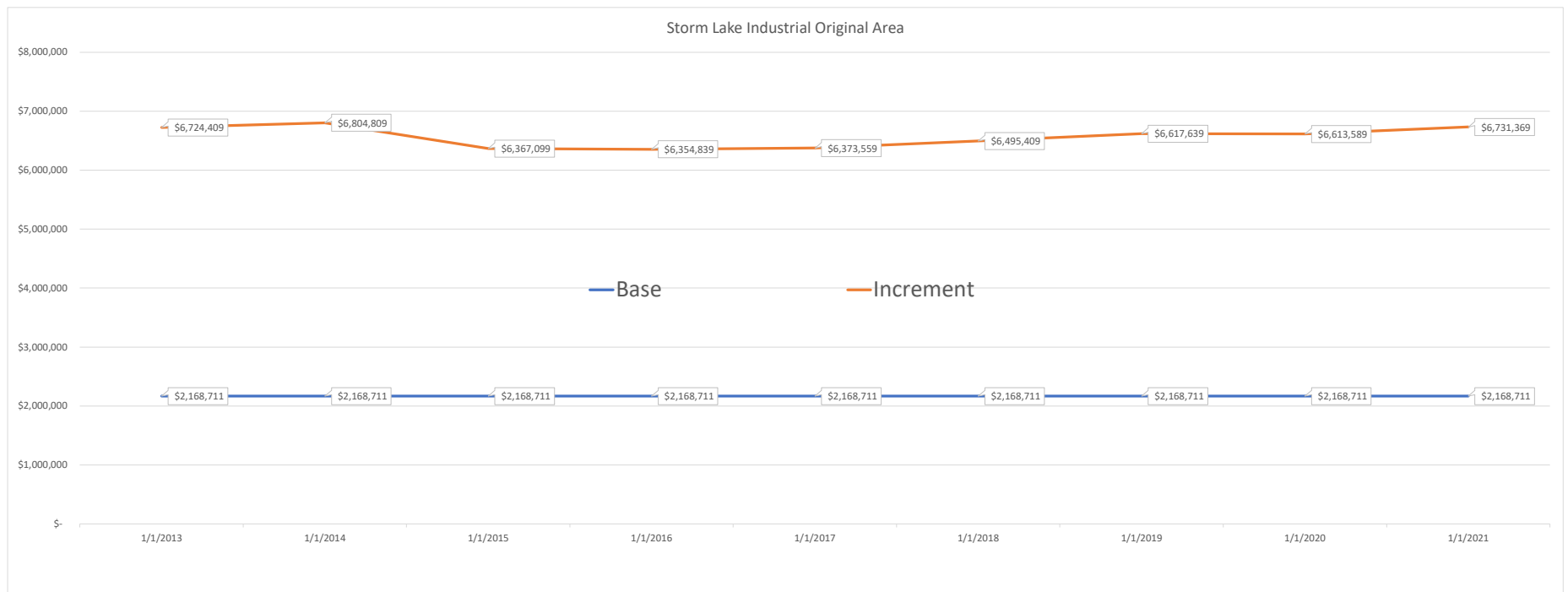


CITY BUILDS \$1M WATER
AND SEWER LINES

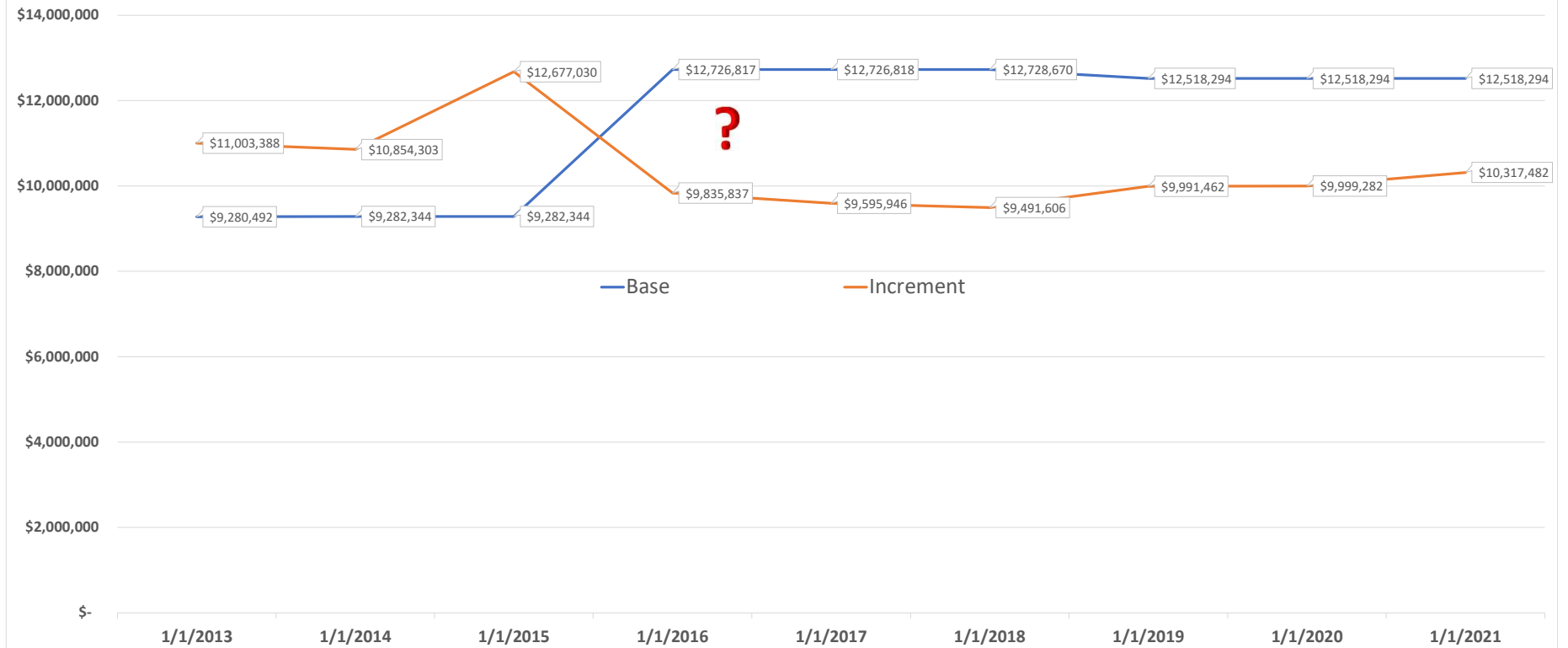
SCHOOL, COUNTY, CITY, ETC. **STILL**
COLLECT TAX ON \$100,000 VALUE.
SCHOOL, COUNTY, CITY, ETC. COLLECT
DEBT TAX LEVIES AND SOME OTHER TAXES
ON \$10M. CITY COLLECTS REMAINING TAXES
ON \$10M **UNTIL \$2M IS PAID BACK.**

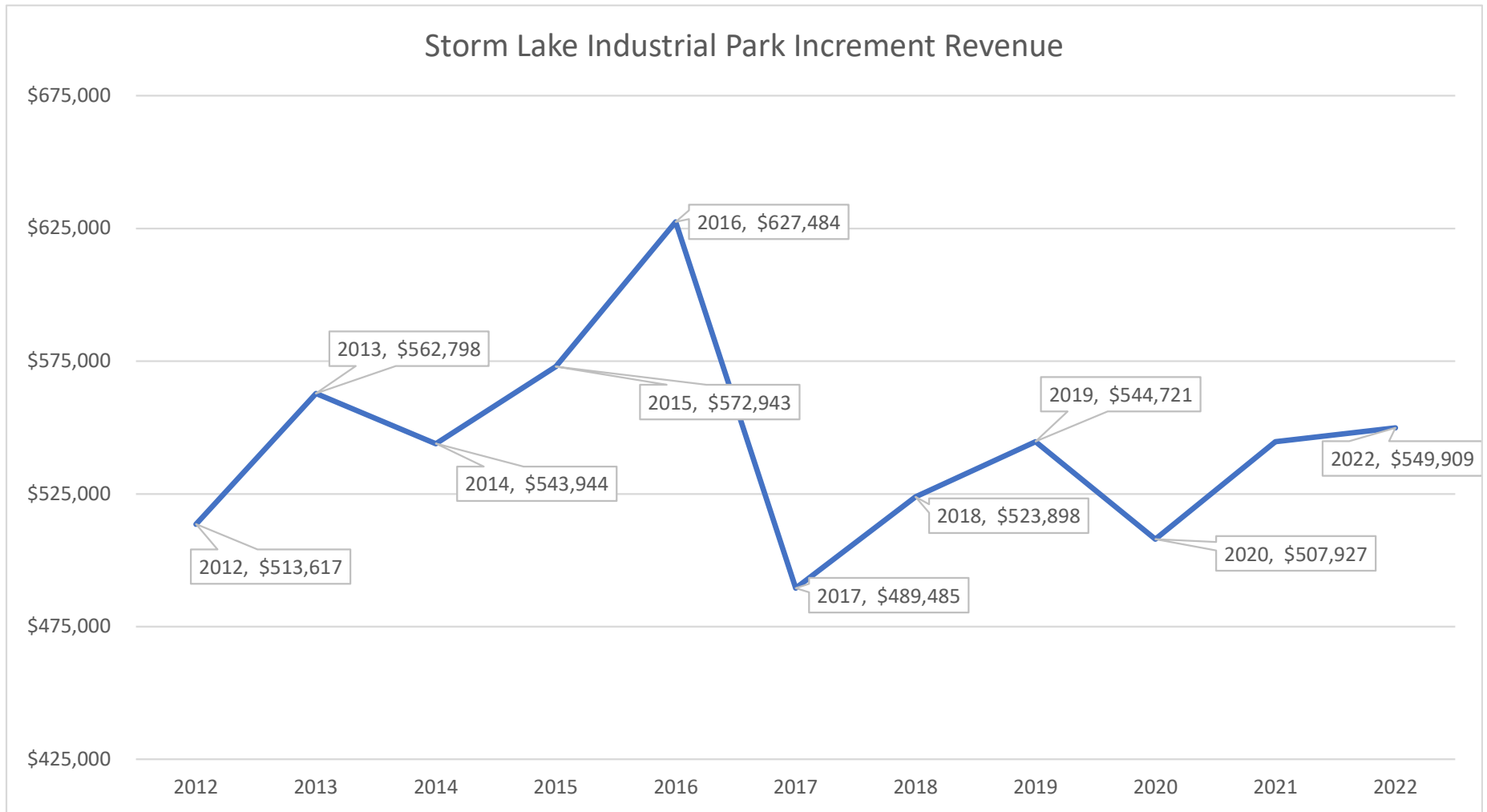


SCHOOL, COUNTY, CITY
AND OTHERS COLLECT
TAX ON \$10,100,000 VALUE



Storm Lake Industrial TIF 1-3 Base and Increment





Urban Renewal Tax Increment Revenues													
Column	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
valuation	Fiscal	Property Tax Rates				Hotel value		Tax Payment				Actual TIF	
Year	Year	County says		Our system says		assessed	taxable	County says		Our system says		Taxes	TIF Tax
		Total	TIF	Total	TIF	value	value	Total	TIF	Total	TIF	Received	Shortfall
2008	2010			40.49260	35.97525	6,823,260	6,823,260			276,292	245,468	166,982	78,487
2009	2011			41.33924	37.91208	6,823,260	6,823,260			282,068	258,684	146,140	112,544
2010	2012			40.52697	37.12952	6,823,260	6,823,260			276,526	253,344	143,779	109,565
2011	2013			38.43250	34.44047	5,584,310	5,584,310			214,619	192,326	112,512	79,814
2012	2014			38.39807	32.69127	5,584,310	5,584,310			214,427	182,558	105,088	77,470
2013	2015			37.46634	31.12071	5,967,780	5,669,391			212,411	176,435	107,118	69,317
2014	2016			38.31020	31.92804	5,967,780	5,371,002			205,764	171,486	107,895	63,591
2015	2017			39.10846	32.35477	5,967,780	5,371,002			210,052	173,778	116,420	57,358
2016	2018			38.96132	32.51176	5,977,662	5,379,896			209,608	174,910	88,223	86,687
2017	2019			38.84999	32.52261	5,977,662	5,379,896			209,009	174,968	87,533	87,435
2018	2020	38.19974		37.95974	31.93792	5,977,662	5,379,896			204,219	171,823	85,303	86,520
2019	2021	40.55530		40.30930	32.63334	6,092,072	5,482,865			221,010	178,924	92,936	85,988
2020	2022	40.31408		40.06808	32.29711	6,092,072	5,482,865			219,688	177,081	91,851	85,230
2021	2023	39.99442		39.74842	32.00181	6,092,072	5,482,865			217,935	175,462	93,671	81,791
2022	2024	39.99442	0.00000	39.74842	32.00181	6,092,072	5,482,865			217,935	175,462		\$ 1,161,796

Staff Summary

11/21/2022

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: Brian Oakleaf Finance Director

SUBJECT: **Motion to Approve King's Pointe Pass Discounts for Black Friday Sale**

BACKGROUND: Amy Von Bank, General Manager of King's Pointe Resort, will discuss marketing activities and discounts related to Waterpark Passes.

FISCAL IMPACT: Decision could impact season pass revenue.

RECOMMENDATION: Pass motion and approve the discussed discounts for season passes.

ATTACHMENTS:

Staff Summary

11/21/2022

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: Tyler Gibbins Staff Accountant

SUBJECT: **Motion Approving the Master Agreement for Professional Engineering Services for the Storm Lake Municipal Airport.**

BACKGROUND: On November 14th, 2022, the Airport Commission approved the five year Master Agreement for Professional Services with Bolton & Menk for Engineering and Construction Services from November 2022 through November 2027. These services include all design and construction services outlined in the Airport Capital Improvement Plan and other FAA approved projects for the Storm Lake Municipal Airport. The contract is in compliance with all FAA regulations.

The City is the Airport's sponsoring entity, therefore City Council needs to approve the agreement.

FISCAL IMPACT: Engineering costs associated with the Airport Capital Improvement Plan will vary depending on the scope of the project, but are eligible for 90% reimbursement from the FAA.

RECOMMENDATION: Staff recommends approving the Master Agreement for Professional Engineering Services with Bolton & Menk and Authorize the City Manager to Execute the Agreement.

ATTACHMENTS:
[2022-11-9 - Storm Lake Airport Master Agreement.pdf](#)

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
AIRPORT PLANNING, ENGINEERING AND CONSTRUCTION SERVICES
NOVEMBER 2022 THROUGH NOVEMBER 2027**

**STORM LAKE MUNICIPAL AIRPORT
STORM LAKE, IOWA**

This Agreement, made this ____ day of November 2022, by and between the City of Storm Lake, 620 Erie Street, PO Box 1086, Storm Lake, IA 50588, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 2730 Ford Street, P.O. Box 688, Ames, IA 50010, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with future airport engineering and construction services as listed in the ACIP for the Storm Lake Municipal Airport and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT throughout the 5-year Airport Consultant Selection period.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION 1 - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in future Work Orders.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in subsequent Work Orders or as described in Paragraph 4.B and the associated Work Order may be revised accordingly through a mutually agreed addendum.

SECTION 2 - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION 3 - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the applicable Exhibit I Schedule of Fees (“Schedule of Fees”) attached to each future Work Order for the time spent in performance of Agreement services or as otherwise explicitly described in the future Work Order or Addendum for the specific assignment.
2. Additional Services as outlined in Section 1.B and 4.B will vary depending upon project conditions and will be billed in addition to the agreed compensation in each Work Order.

a. Construction Services

The CONSULTANT and CLIENT agree that the duration of the construction activity is dependent upon factors that are outside of the control of the CONSULTANT, such as weather, site conditions, contractor experience, contractor expertise, contractor scheduling and contractor efficiency. When the extent of these construction services beyond the control of the CONSULTANT occurs, the CLIENT agrees that the CONSULTANT will be reimbursed for additional Construction Services in excess of the budget stated in the Work Order. Compensation shall be based on the standard hourly rate for the individuals providing services on the project.

3. Basic Services as outlined in each Work Order will vary depending upon project conditions and will be billed in accordance with the rate schedule attached to the Work Order. Hourly rates may be adjusted by CONSULTANT, on an annual basis thereafter to reflect reasonable changes in its operating costs, or as may be appropriate for a specific Work Order. Adjusted rates will become effective on January 1st of each subsequent year; or, upon mutual agreement of the parties and inclusion in a Work Order, upon execution of that Work Order
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
5. Reimbursable rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above fees include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
6. Reimbursable Direct Expenses: Except for those expenses identified in Paragraph 3.A.5, any expenses required to complete the agreed scope of services or identified in this paragraph will be listed separately on the invoice, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to any limit set forth in Section 3 or any Work Order.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, its authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

SECTION 4 - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in this Agreement, any Work Order or Addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work. Any change will be memorialized in writing and executed, either as an Addendum to this Agreement or the affected Work Order; or issuance of a new Work Order for the Additional Services.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT'S liability insurance policies.
3. General Liability of CLIENT. To the fullest extent permitted by law CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible

property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.

4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
5. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.
6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT's corporate entity.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years

following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.

6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of any Work Order or Addendum or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and

acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).

2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project associated with any particular Work Order or Addendum or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of five (5) years after written authorization to proceed is issued by CLIENT; or until the specified completion date for any subsequently issued Work Order or Addendum that falls after the end of that period; or such other

expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. HAZARDOUS MATERIALS

1. Except as expressly stated in a specific Work Order, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate the applicable specific Work Order for cause if it is not practical to continue providing Services.
 - a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

L. TERMINATION

1. For Cause: This Agreement or any Work Order may be terminated by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
 - a. For termination by CONSULTANT, Cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control.
 - b. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under paragraph 4.L.1 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
2. For Convenience: This Agreement or any Work Order may be terminated for convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. The notice of termination shall identify the individual Work Order being terminated, or if the terminating party intends to terminate the entire Agreement the notice shall so state. This Termination process shall apply only to those elements expressly identified in the notice.
4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination,

computed in accordance with Section 3 of this Agreement. Upon receipt of payment, CONSULTANT shall deliver, and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph 4.H.

5. In event of termination by CLIENT for cause, CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination and, upon receipt of payment, CONSULTANT shall deliver to CLIENT and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to the provisions of Section 4.H. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

M. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

N. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from award or making of this Agreement.

O. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

P. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

T. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

U. CONFLICT OF INTEREST

The CONSULTANT certifies that it does not presently have an interest in real estate, development proposals or have a client with development proposals or real estate interests which are located in the City of Storm Lake, or which will directly benefit or be affected by the Project. Furthermore, the CONSULTANT agrees that it will not acquire interest in any real estate or development proposals or accept a contract with any client owning real estate or having a development proposal in the City of Storm Lake or which will be directly affected or benefitted by the Project without first notifying and discussing said interest or contract with the CLIENT.

V. SECTION 508 OF THE REHABILITATION ACT

All electronic Information Technology (IT) procured, developed, maintained or used as part of this Contract shall comply with Section 508 standards.

W. FEDERAL CONTRACT PROVISIONS

The agreement includes all provisions of the attached Exhibit I, "Required A/E Contact Provisions apply for Airport Improvement Program and for Obligated Sponsors" for Architectural/Engineering Professional Services funded under the Federal Airport Improvement Program (AIP) are deemed part of this agreement and are incorporated herein. All references to "contractor" shall also mean "CONSULTANT".

X. AUDIT REVIEW

The CLIENT, the Federal Aviation Administration, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of consultants, which are directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. CONSULTANT shall maintain all required records for 3 years after the sponsor makes final payment and all other pending matters are closed.

SECTION V - SIGNATURES

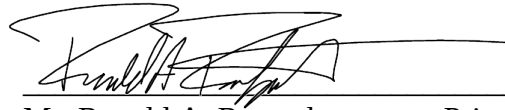
THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

Ms. Keri Navratil City Manager



Mr. Ronald A. Roetzel Principal

Address for giving notice:

Address for giving notice:

30 E Grand Ave #101
Des Moines, IA 50309

CLIENT's Representative with authority for
ordering engineering services and transmitting
instructions:

Attachment: Exhibit I, "Federal Contract Provisions Attachment"

EXHIBIT I

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

P

ROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Staff Summary

11/21/2022

Agenda Item # F.5.



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

REPORT TO: Honorable Mayor & Council

FROM: Tyler Gibbins Staff Accountant

SUBJECT: **Resolution No. 24-R-2022-2023 Adopting the Storm Lake Municipal Airport's Capital Improvement Plan Submittal**

BACKGROUND: The City of Storm Lake is the Airport's official sponsor organization, therefore must approve the ACIP. Once approved, the plan will be submitted to the State of Iowa and to the Federal Aviation Administration.

The projects included in the plan are as follows:

FY 2023- Lighting Replacement - Runway 17/35: \$481,800
Federal Funding: \$433,620
Local Funding: \$48,180

FY 2025- Fuel Tank Replacement & Relocation: \$605,555
Federal Funding: \$545,000
Local Funding: \$60,555

FY 2025- Runway End 35 Turnaround Loop and Partial Parallel
Taxiway (Planning & Design): \$166,666
Federal Funding: \$150,000
Local Funding: \$16,666

FY 2026- Runway End 35 Turnaround Loop and Partial Parallel
Taxiway (Construction): \$1,133,300
Federal Funding: \$1,000,000
Local Funding: \$133,300

The Airport Commission approved the ACIP November 14 at their regular meeting.

FISCAL IMPACT: The total cost of the ACIP five-year plan is \$2,387,321 . Federal grants will fund 90%, \$2,128,620 with the requirement of a local match of

10%, \$258,701. .

RECOMMENDATION: Approve Resolution No. 24-R-2022-2023 Adopting the Storm Lake Municipal Airport's Capital Improvement Plan Submittal.

ATTACHMENTS:

[Resolution No. 24-R-2022-2023 - Airport CIP 2022.pdf](#)

[Storm Lake Airport Master Agreement 2022.pdf](#)

RESOLUTION NO. 24-R-2022-2023

**RESOLUTION TO APPROVE THE FY 2023 FIVE YEAR AIRPORT CAPITAL
IMPROVEMENT PROGRAM (ACIP)**

Whereas, as a condition to receive the State and Federal aid for the Storm Lake Municipal Airport, the following provisions must be met:

- Approved 5-Year Capital Improvement Program
- Approved Airport Improvement Program data sheets with Sponsors Signature
- Certification that the local match exists if the grant is awarded
- Authorization to submit the application for the proposed projects for Federal and/or State Grants, and

Whereas, the FY 2023 5-year Capital Improvement Program and Airport Capital Improvement Program data sheets are attached listing the projects deemed to be in the best interest of the Storm Lake Municipal Airport.

Now, therefore, be it resolved that the City of Storm Lake staff recommends the submittal of the attached 5-year Capital Improvement Program for the Storm Lake Municipal Airport, for potential FY2023 through FY2028 Federal and State Aviation Grants and certifies that the local match is available for the FY 2023 project if a grant is awarded.

PASSED AND APPROVED this 21st day of November, 2022.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

FEDERAL AIRPORT IMPROVEMENT PROGRAM (AIP) PREAPPLICATION CHECKLIST

Please attach the following documents with your application.

- ☒ Sponsor Identification Sheet for the Airport
- ☒ Capital Improvement Program (CIP) Data Sheet (one for each project listed in the first three years of the CIP) and detailed cost estimate for each data sheet
- ☒ Five-Year CIP
- ☒ Long-Range Needs Assessment
- ☐ Verification of an updated airport layout plan (ALP) (when applying for new construction of buildings or airfield expansion)
- ☒ Verification of completed environmental processing in accordance with National Environmental Policy Act of 1969
- ☐ Verification of completed land acquisition or signed purchase agreement
- ☐ Verification of pavement maintenance program (when applying for pavement preservation or reconstruction)
- ☐ If requesting federal assistance for snow removal equipment, please include an inventory of the existing equipment and calculations based on Chapters 4 and 5 of the Airport Winter Safety and Operations Advisory Circular (AC) 150/5200-30 and the Airport Snow and Ice Control Equipment AC 150/5220-20 showing the minimum equipment needed, along with the Airport Capital Improvement Plan (ACIP) Data Sheet, include a copy of a completed Federal Aviation Administration's snow removal equipment spreadsheet.
- ☐ If requesting federal assistance for general aviation apron expansion, include a copy of a completed FAA apron design spreadsheet.
- ☐ If requesting pavement reconstruction, submit an engineering report showing the need for the reconstruction as part of the CIP justification.
- ☒ For revenue-producing facilities (i.e., fueling facilities and hangars), please submit:
 - 1) A statement that airside development needs are met or include a financial plan to fund airside needs over the next three years.
 - 2) A statement that runway approach surfaces are clear of obstructions (the FAA Airport 5010 should show at least a 20:1 clear approach).
 - 3) Justification for the project.
- ☒ System for Award Management (SAM) registration is up to date (www.sam.gov)

Please e-mail this form with supporting documents identified in the checklist to shane.wright@iowadot.us.

Attn.: Program Manager
Aviation Bureau
Iowa Department of Transportation
800 Lincoln Way
Ames, IA 50010

E-mail: shane.wright@iowadot.us
FAX: 515-233-7983
Phone: 515-239-1048

AIRPORT SPONSOR IDENTIFICATION SHEET

***** PLEASE ONLY SUBMIT IT YOU HAVE CHANGES FROM PREVIOUS YEAR. *****

Airport Name: Storm Lake Municipal

Airport sponsor(s) Name: City of Storm Lake

Contact Person: Tyler Gibbins

Title: Staff Accountant

Email Address: gibbins@stormlake.org

Physical Mailing Address: 620 Erie Street

P.O. Box (if applicable): P.O. Box 1086

City: Storm Lake

State: Iowa

ZIP Code: 50588

Phone: (712) 732-8000

U.S. Congressional District Number: 4

Tax Identification Number: 42-605255

Dun and Bradstreet Number (DUNS): 0509500540000

You **must** have a current System for Award Management (SAM) registration to receive a grant.
Register at: <https://www.sam.gov>

Please email (PDF) your completed preapplication, Capital Improvement Program (CIP), long-range needs assessment, signed CIP data sheets, and all supporting documents to your state agency and Federal Aviation Administration planner at jeff.deitering@faa.gov.

**FIVE-YEAR AIRPORT
CAPITAL IMPROVEMENT PROGRAM (CIP)**

Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Storm Lake Municipal Airport, SLB

Prepared by: Bolton & Menk

Sponsor's E-mail: gibbins@stormlake.org

Date Prepared: November 14, 2022

Sponsor's Signature: _____

Sponsor's Phone: (712) 732-8000

Printed Name: Tyler Gibbins

FY	Detailed Project/Scope Description	Funding Source	Total Estimated Cost
2025	Fuel Tank Replacement and Relocation to SE corner of Apron	Federal: \$ BIL: \$ 545,000.00 State: \$ - Local: \$ 60,555.00 Total: \$ 605,555.00	
2025	Fuel Tank Removal (Iowa DOT)	Federal: \$ - BIL: \$ - State: \$ 15,000.00 Local: \$ 25,000.00 Total: \$ 40,000.00	
2025	Runway End 35 Turnaround Loop and Partial Parallel - Design and Bidding	Federal: \$ 150,000.00 BIL: \$ - State: \$ - Local: \$ 16,666.00 Total: \$ 166,667.00	
2026	Runway End 35 Turnaround Loop and Partial Parallel - Construction	Federal: \$ 830,000.00 BIL: \$ 250,000.00 State: \$ - Local: \$ 120,000.00 Total: \$ 1,200,000.00	
2028	Apron Expansion (100' South)- Phase 1 - Design and Bidding	Federal: \$ 150,000.00 BIL: \$ - State: \$ - Local: \$ 16,667.00 Total: \$ 166,667.00	

**LONG-RANGE NEEDS ASSESSMENT
YEARS SIX TO 20**
Attach additional sheets if necessary.

Airport name Storm Lake Municipal Airport (SLB)

Estimated FY	Description of project	Funding source	Total estimated cost
	Apron Expansion (100' South)- Phase 1 - Construction	Federal \$ 600,000.00 BIL \$ - State \$ - Local \$ 66,667.00 Total \$ 666,667.00	
	Apron Expansion (100' South)- Phase 2 - Design and Bidding	Federal \$ 150,000.00 BIL \$ - State \$ - Local \$ 16,667.00 Total \$ 166,667.00	
	Apron Expansion (100' South)- Phase 2 - Construction	Federal \$ 600,000.00 BIL \$ - State \$ - Local \$ 66,667.00 Total \$ 666,667.00	
	Runway 17/35 NAV Aids Replacement	Federal \$ 315,000.00 BIL \$ - State \$ - Local \$ 35,000.00 Total \$ 350,000.00	
	Runway 13/31 NAV Aids	Federal \$ 270,000.00 BIL \$ - State \$ - Local \$ 30,000.00 Total \$ 300,000.00	

FEDERAL AVIATION ADMINISTRATION

CIP DATA SHEET

CAPITAL IMPROVEMENT PROGRAM (CIP)

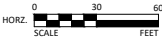
AIRPORTS DIVISION - CENTRAL REGION

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Storm Lake Municipal Airport, SLB, Storm Lake, Iowa		
AIP Project Type:	Fuel Tank Replacement and Relocation to SE corner of Apron		
Local Priority:	1-Very High	Fed. Share (AIP):	\$ -
FFY Requested:	2025	Fed. Share (BIL-AIG):	\$ 545,000.00
NEPA Determination:	See Below	State Share:	\$ -
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (on a separate sheet) that clearly identifies the scope of the project.		Local Share:	\$ 60,555.00
		Total Project Cost:	\$ 605,555.00
Project Description: This project will relocate the fuel tanks and dispenser cabinets to the SE corner of the existing apron. The existing tanks are underground and will be replaced with above ground tanks. The existing cabinets will be re-utilized. Justification: When someone is fueling at the current location, they block aircraft from entering or existing the apron. This project will relocate the fueling area to a portion of the apron that will not restrict access on and off the apron if someone is fueling. The existing apron is tight due to its configuration and relocating the fueling will help provide much needed space. ALP Verification: The proposed improvements are shown on the current ALP. NEPA Categorical Exclusion or Date of Environmental Determination: Proposed improvements are CE per FAA order 1050.1F paragraph 5-6.4.u. Clear Approaches per FAA AC 150/5300-13 and FAA order 8260.3: Approaches are clear Property Ownership: All land needed for this project is currently owned by the airport as shown in the current Exhibit A.			
SPONSOR SIGNATURE BLOCK			
Signature:		Date:	11/14/2022
Printed Name:	Tyler Gibbins	Title:	Staff Accountant
Phone Number:	(712) 732-8000	Email:	gibbins@stormlake.org



Real People. Real Solutions.

FUEL TANK REPLACEMENT AND RELOCATION TO SE CORNER OF APRON									
No.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL	Federal 90%	State 0%	Local 10%	
1	Mobilization / Miscellaneous	1	LS	\$ 59,055.00	\$ 59,055.00	\$ 53,149.50	\$ -	\$ 5,905.50	
2	12,000 Gallon Flameshield Jet Fuel Tank, Complete, in Place	1	EA	\$ 115,000.00	\$ 115,000.00	\$ 103,500.00	\$ -	\$ 11,500.00	
3	10,000 Gallon Flameshield AvGas Fuel Tank, Complete, in Place	1	EA	\$ 110,000.00	\$ 110,000.00	\$ 99,000.00	\$ -	\$ 11,000.00	
4	PCC Tank and Equipment Pad, 12" Thick	120	SY	\$ 350.00	\$ 42,000.00	\$ 37,800.00	\$ -	\$ 4,200.00	
5	Bollards	34	EA	\$ 500.00	\$ 17,000.00	\$ 15,300.00	\$ -	\$ 1,700.00	
6	Piping to Existing Jet Fuel System, Complete, in Place	1	EA	\$ 30,000.00	\$ 30,000.00	\$ 27,000.00	\$ -	\$ 3,000.00	
7	Piping to Existing AvGas Fuel System, Complete, in Place	1	EA	\$ 30,000.00	\$ 30,000.00	\$ 27,000.00	\$ -	\$ 3,000.00	
8	Remote Fill Cabinet	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ -	\$ 500.00	
9	System Testing and Startup	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 10,800.00	\$ -	\$ 1,200.00	
10	Excavation and Fill	100	CY	\$ 150.00	\$ 15,000.00	\$ 13,500.00	\$ -	\$ 1,500.00	
11	Electrical Service	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 27,000.00	\$ -	\$ 3,000.00	
12	Removal and Disposal of Existing Old Tanks	2	EA	\$ -	\$ -	\$ -	\$ -	\$ -	
13	Remove and Replace PCC Pavement over Existing Tanks	180	SY	\$ 175.00	\$ 31,500.00	\$ 28,350.00	\$ -	\$ 3,150.00	
14	Light Pole and Light with 2 Heads, Including Foundation	1	EA	\$ 6,000.00	\$ 6,000.00	\$ 5,400.00	\$ -	\$ 600.00	
					\$ -	\$ -	\$ -	\$ -	
				Subtotal	\$ 502,555.00	\$ 452,299.50	\$ -	\$ 50,255.50	
				PROJECT DEVELOPMENT / SCOPING	\$ 2,000.00	\$ 1,800.00	\$ -	\$ 200.00	
				DESIGN ENGINEERING (14%)	\$ 50,000.00	\$ 45,000.00	\$ -	\$ 5,000.00	
				CONSTRUCTION ENGINEERING (11%)	\$ 40,000.00	\$ 36,000.00	\$ -	\$ 4,000.00	
				GRANT ADMINISTRATION	\$ 8,000.00	\$ 7,200.00	\$ -	\$ 800.00	
				DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN	\$ -	\$ -	\$ -	\$ -	
				ENVIRONMENTAL CATEX	\$ -	\$ -	\$ -	\$ -	
				ESTIMATED CITY ADMINISTRATION	\$ 3,000.00	\$ 2,700.00	\$ -	\$ 300.00	
				FUEL TANK REPLACEMENT AND RELOCATION TO SE CORNER OF APRON	\$ 605,555.00	\$ 544,999.50	\$ -	\$ 60,555.50	



FEDERAL AVIATION ADMINISTRATION

CIP DATA SHEET

CAPITAL IMPROVEMENT PROGRAM (CIP)

AIRPORTS DIVISION - CENTRAL REGION

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Storm Lake Municipal Airport, SLB, Storm Lake, Iowa		
AIP Project Type:	Runway End 35 Turnaround Loop and Partial Parallel - Design and Bidding		
Local Priority:	1-Very High	Fed. Share (AIP):	\$ 150,000.00
FFY Requested:	2025	Fed. Share (BIL-AIG):	\$ -
NEPA Determination:	See Below	State Share:	\$ -
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (on a separate sheet) that clearly identifies the scope of the project.		Local Share:	\$ 16,667.00
		Total Project Cost:	\$ 166,667.00
Project Description: This project will provide for construction of a portion of the parallel taxiway near Runway End 35. The taxiway/ turnaround configuration provided will be similar to FAA AC 150/5300-13B, section 4.10, Taxiway Turnarounds. This phase of the project will provide for design and bidding services. Justification: Due to the configuration of the airport, Runway End 35 is a long back taxi to the connecting taxiway for Runway 17/35. The existing turnaround around on Runway 35 provides some space for pilots to turnaround larger aircraft are restricted. In order to aid pilots of larger aircraft and to start construction of the Runway 17/35 Parallel Taxiway, a portion will be constructed near Runway End 35 as part of this project. The Taxiway Turnaround configuration will provides space for pilots to hold and easily turnaround. ALP Verification: The proposed improvements are shown on the current ALP. NEPA Categorical Exclusion or Date of Environmental Determination: Proposed improvements are CE per FAA order 1050.1F paragraph 5-6.4.e. Clear Approaches per FAA AC 150/5300-13 and FAA order 8260.3: Approaches are clear Property Ownership: All land needed for this project is currently owned by the airport as shown in the current Exhibit A.			
SPONSOR SIGNATURE BLOCK			
Signature:		Date:	11/14/2022
Printed Name:	Tyler Gibbins	Title:	Staff Accountant
Phone Number:	(712) 732-8000	Email:	gibbins@stormlake.org



Real People. Real Solutions.

RUNWAY END 35 PARALLEL TAXIWAY (LOOP TURNAROUND) - DESIGN AND BIDDING									
No.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL	Federal 90%	State 0%	Local 10%	
1	Design and Bidding	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 135,000.00	\$ -	\$ 15,000.00	
	Subtotal				\$ 150,000.00	\$ 135,000.00	\$ -	\$ 15,000.00	
	PROJECT DEVELOPMENT / SCOPING			\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ -	\$ 500.00	
	GRANT ADMINISTRATION			\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ -	\$ 500.00	
	DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN			\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ -	\$ 500.00	
	ENVIRONMENTAL CATEX			\$ -	\$ -	\$ -	\$ -	\$ -	
	ESTIMATED CITY ADMINISTRATION			\$ 1,667.00	\$ 1,667.00	\$ 1,500.30	\$ -	\$ 166.70	
	RUNWAY END 35 PARALLEL TAXIWAY (LOOP TURNAROUND) - DESIGN AND BIDDING				\$ 166,667.00	\$ 150,000.00	\$ -	\$ 16,667.00	



FEDERAL AVIATION ADMINISTRATION

CIP DATA SHEET

CAPITAL IMPROVEMENT PROGRAM (CIP)

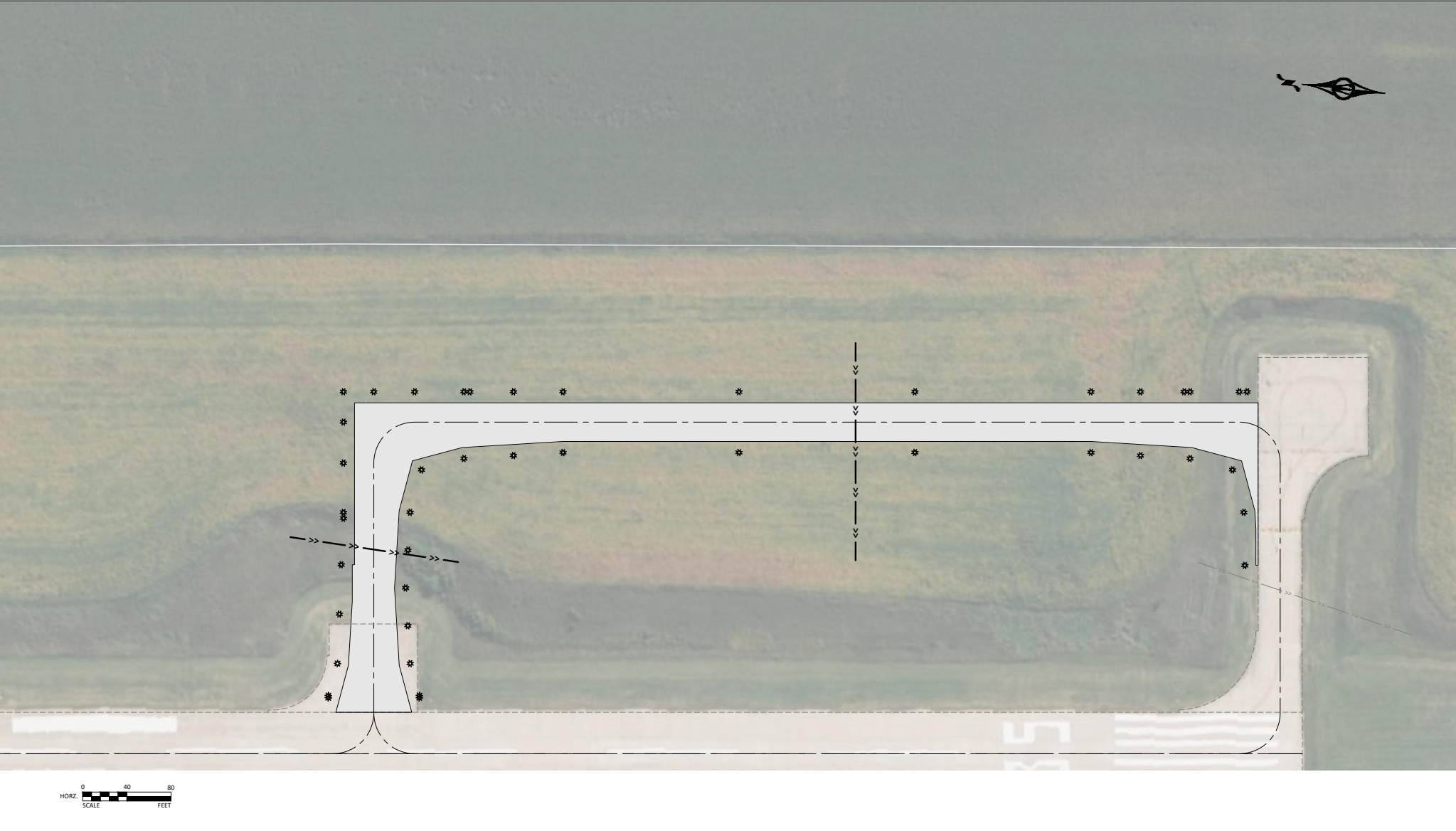
AIRPORTS DIVISION - CENTRAL REGION

SEE INSTRUCTIONS TO COMPLETE THIS INFORMATION			
Airport Name, LOCID, City, State:	Storm Lake Municipal Airport, SLB, Storm Lake, Iowa		
AIP Project Type:	Runway End 35 Turnaround Loop and Partial Parallel - Construction		
Local Priority:	1-Very High	Fed. Share (AIP):	\$ 830,000.00
FFY Requested:	2026	Fed. Share (BIL-AIG):	\$ 250,000.00
NEPA Determination:	See Below	State Share:	\$ -
Provide Detailed Project Scope and Justification Below. You must attach a sketch/drawing (on a separate sheet) that clearly identifies the scope of the project.		Local Share:	\$ 120,000.00
		Total Project Cost:	\$ 1,200,000.00
Project Description: This project will provide for construction of a portion of the parallel taxiway near Runway End 35. The taxiway/ turnaround configuration provided will be similar to FAA AC 150/5300-13B, section 4.10, Taxiway Turnarounds. This phase of the project will provide for Construction. Justification: Due to the configuration of the airport, Runway End 35 is a long back taxi to the connecting taxiway for Runway 17/35. The existing turnaround around on Runway 35 provides some space for pilots to turnaround larger aircraft are restricted. In order to aid pilots of larger aircraft and to start construction of the Runway 17/35 Parallel Taxiway, a portion will be constructed near Runway End 35 as part of this project. The Taxiway Turnaround configuration will provides space for pilots to hold and easily turnaround. ALP Verification: The proposed improvements are shown on the current ALP. NEPA Categorical Exclusion or Date of Environmental Determination: Proposed improvements are CE per FAA order 1050.1F paragraph 5-6.4.e. Clear Approaches per FAA AC 150/5300-13 and FAA order 8260.3: Approaches are clear Property Ownership: All land needed for this project is currently owned by the airport as shown in the current Exhibit A.			
SPONSOR SIGNATURE BLOCK			
Signature:		Date:	11/14/2022
Printed Name:	Tyler Gibbins	Title:	Staff Accountant
Phone Number:	(712) 732-8000	Email:	gibbins@stormlake.org



Real People. Real Solutions.

RUNWAY END 35 PARALLEL TAXIWAY (LOOP TURNAROUND) - CONSTRUCTION									
No.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL	Federal 90%	State 0%	Local 10%	
1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 6,300.00	\$ -	\$ 700.00	
2	INSTALLATION, REMOVAL, AND CLEANOUT OF SILT FENCE	5,000	LF	\$ 5.00	\$ 25,000.00	\$ 22,500.00	\$ -	\$ 2,500.00	
3	SWPPP ESTABLISHMENT AND MANAGEMENT	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ -	\$ 1,000.00	
4	MOBILIZATION	1	LS	\$ 82,175.00	\$ 82,175.00	\$ 73,957.50	\$ -	\$ 8,217.50	
5	TRAFFIC CONTROL	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 6,300.00	\$ -	\$ 700.00	
6	CONSTRUCTION SURVEY	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ -	\$ 1,000.00	
7	PAVEMENT REMOVAL, PCC PAVEMENT	795	SY	\$ 10.00	\$ 7,950.00	\$ 7,155.00	\$ -	\$ 795.00	
8	UNCLASSIFIED EXCAVATION	32,000	CY	\$ 8.00	\$ 256,000.00	\$ 230,400.00	\$ -	\$ 25,600.00	
9	TOPSOIL STRIP, SALVAGE AND RESPREAD	7,000	CY	\$ 10.00	\$ 70,000.00	\$ 63,000.00	\$ -	\$ 7,000.00	
10	CEMENT TREATED SUBGRADE, 12"	5,000	SY	\$ 5.00	\$ 25,000.00	\$ 22,500.00	\$ -	\$ 2,500.00	
11	CEMENT, X%	150	TON	\$ 170.00	\$ 25,500.00	\$ 22,950.00	\$ -	\$ 2,550.00	
12	AGGREGATE BASE COURSE, 6"	5,250	SY	\$ 15.00	\$ 78,750.00	\$ 70,875.00	\$ -	\$ 7,875.00	
13	SEPARATION GEOTEXTILE	5,000	SY	\$ 3.00	\$ 15,000.00	\$ 13,500.00	\$ -	\$ 1,500.00	
14	CONCRETE PAVEMENT, 6"	4,700	SY	\$ 55.00	\$ 258,500.00	\$ 232,650.00	\$ -	\$ 25,850.00	
15	PAVEMENT MARKINGS, SOLID YELLOW, WITH BEADS	950	SF	\$ 2.50	\$ 2,375.00	\$ 2,137.50	\$ -	\$ 237.50	
16	8" HDPE STORM PIPE	160	LF	\$ 30.00	\$ 4,800.00	\$ 4,320.00	\$ -	\$ 480.00	
17	12" RCP	200	LF	\$ 70.00	\$ 14,000.00	\$ 12,600.00	\$ -	\$ 1,400.00	
18	12" RCP FLARED END SECTION	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 2,700.00	\$ -	\$ 300.00	
19	6" SUBDRAIN	2,500	LF	\$ 20.00	\$ 50,000.00	\$ 45,000.00	\$ -	\$ 5,000.00	
20	SUBDRAIN CLEANOUTS	6	EA	\$ 500.00	\$ 3,000.00	\$ 2,700.00	\$ -	\$ 300.00	
21	6" PRECAST CONCRETE HEADWALL FOR SUBDRAIN OUTLET	2	EA	\$ 300.00	\$ 600.00	\$ 540.00	\$ -	\$ 60.00	
22	SEEDING, FERTILIZING AND MULCHING	8	ACRE	\$ 2,000.00	\$ 15,000.00	\$ 13,500.00	\$ -	\$ 1,500.00	
23	NO. 8 AWG 5 KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	2,350	LF	\$ 2.00	\$ 4,700.00	\$ 4,230.00	\$ -	\$ 470.00	
24	NON-ENCASED 2" PVC/HDPE CONDUIT, INCLUDING TRENCHING	2,250	LF	\$ 5.00	\$ 11,250.00	\$ 10,125.00	\$ -	\$ 1,125.00	
25	CONCRETE-ENCASED 2" PVC/HDPE CONDUIT, INCLUDING TRENCHING	100	LF	\$ 50.00	\$ 5,000.00	\$ 4,500.00	\$ -	\$ 500.00	
26	L-867 ELECTRICAL HANDHOLE, SIZE D, 24" DEEP	2	EA	\$ 800.00	\$ 1,600.00	\$ 1,440.00	\$ -	\$ 160.00	
27	L-861 T (L) MITL, 24 TALL, BASE MOUNTED RUNWAY EDGE LIGHT WITH ARTIC KIT	43	EA	\$ 1,100.00	\$ 47,300.00	\$ 42,570.00	\$ -	\$ 4,730.00	
28	L-858 (L) GUIDANCE SIGN, SIZE 1, STYLE 2, DOUBLE FACE, 1 MODULE	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 9,000.00	\$ -	\$ 1,000.00	
29	TAXIWAY EDGE LIGHTING SYSTEM REMOVALS	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,250.00	\$ -	\$ 250.00	
30	RIP RAP, EROSION STONE	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ -	\$ 500.00	
					\$ -	\$ -	\$ -	\$ -	
				Subtotal	\$ 1,058,000.00	\$ 952,200.00	\$ -	\$ 105,800.00	
	PROJECT DEVELOPMENT / SCOPING			\$ -	\$ -	\$ -	\$ -	\$ -	
	DESIGN ENGINEERING			\$ -	\$ -	\$ -	\$ -	\$ -	
	CONSTRUCTION ENGINEERING			\$ 137,000.00	\$ 123,300.00	\$ -	\$ -	\$ 13,700.00	
	GRANT ADMINISTRATION			\$ 3,000.00	\$ 2,700.00	\$ -	\$ -	\$ 300.00	
	DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN			\$ -	\$ -	\$ -	\$ -	\$ -	
	ENVIRONMENTAL CATEX			\$ -	\$ -	\$ -	\$ -	\$ -	
	ESTIMATED CITY ADMINISTRATION			\$ 2,000.00	\$ 1,800.00	\$ -	\$ -	\$ 200.00	
	RUNWAY END 35 PARALLEL TAXIWAY (LOOP TURNAROUND) - CONSTRUCTION				\$ 1,200,000.00	\$ 1,080,000.00	\$ -	\$ 120,000.00	



Staff Summary

11/21/2022

Agenda Item # F.6.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez City Clerk

SUBJECT: **Public Hearing on Community Development and Housing Needs Assessment**

BACKGROUND:

The City Council of the City of Storm Lake, Iowa desires to apply for Community Development Block Grant (CDBG) funding from the Iowa Economic Development Authority. The City needs to develop, approve, and submit with the CDBG application a Community Development and Housing Needs Assessment. The process for approval of the Community Development and Housing Needs Assessment requires that the City hold a public hearing to allow citizens the opportunity to be heard and provide comments on the development and approval of a Community Development and Housing Needs Assessment.

The public hearing will be conducted by the City Council in the Council Chambers, located in City Hall at 620 Erie Street, Storm Lake, Iowa on Monday, November 21, 2022, at 5:00 p.m. The Council will hear and accept comments from the public at the hearing.

FISCAL IMPACT: N/A

RECOMMENDATION: Open Public Hearing
Accept any Comments
Close the Public Hearing

ATTACHMENTS:

[PH Notice Comm and Housing Needs Storm Lake CM 11.7.2022.doc](#)

[Storm Lake Community Dev and Housing Needs Assessment DRAFT November 2022 \(6\).pdf](#)

PUBLIC HEARING NOTICE

The City of Storm Lake, Iowa, is hereby serving as Public Notice that on November 21, 2022, at 5:00 p.m., the City Council will hold a public hearing during the regular City Council meeting to consider a Community Development and Housing Needs Assessment. The assessment will outline projects that the City has identified as community and housing needs over the next few years.

This meeting will be held to give residents information concerning the proposed assessment. Citizens are encouraged to attend and express their preferences about the proposed assessment. Residents are able to provide comments in writing in advance of the meeting by email to cityclerk@stormlake.org or by mail to PO Box 1086, Storm Lake, IA 505088. Additionally, citizens who wish to participate in the public hearing can do so by attending the meeting on November 21, at 5:00 PM at Storm Lake City Hall, 620 Erie Street, Storm Lake, Iowa. Anyone having questions about this assessment or requiring special accommodations at the upcoming hearing may contact the City Clerk at 712-732-8000.

Mayra Martinez
City Clerk
City of Storm Lake, Iowa

CITY OF STORM LAKE, IOWA

COMMUNITY DEVELOPMENT AND HOUSING NEEDS ASSESSMENT

Community Development and Housing Needs of LMI Individuals.

The following needs have been identified by the elected and appointed officials of the City based on various budgets, capital planning sessions, and the development of a hazard mitigation plan over the past several months. The needs identified in this section will have specific benefits to the portion of the community that meets low-to-moderate income guidelines.

- **Water Tower Construction.** The City's water distribution system is plagued by water pressure and water quality issues due to the need for additional overhead water storage within the City. The system also needs to construct a new water tower to help ensure it can meet the requirements of IDNR for storage needs of the water system.
- **Housing Rehabilitation.** The City needs to increase the quality of the existing housing stock, especially homes owned by families who meet low-to-moderate income guidelines.
- **Low-to-Moderate Income Housing.** The City has a growing population, and housing is hard to find, especially homes for individuals with a fixed budget or who may be classified as low-to-moderate income. The development of new housing, including both owner-occupied and rental units for this population, is a significant need.
- **Trail Enhancements.** The City has developed a citizen advisory group to help staff and elected officials develop short, medium, and long-term plans to extend a community trail network. The group is also working with the Buena Vista County Trails Committee to integrate the county-wide plan.
- **Water Line Replacement.** The City has several undersized and older cast iron water mains throughout the water distribution system, resulting in a reduced capacity, low water pressure for residents, and water quality issues (odor, color, and rust).
- **Oneida Street Reconstruction.** Oneida Street is a main north-south street within the community that is also a key route for emergency access vehicles, including police and fire services. The road has exceeded its useful life and requires complete reconstruction. The City has completed Phase 1 of this project but now needs to complete the second phase to finish the project.
- **Phosphorus Reduction Project.** The City is anticipating new IDNR mandated compliance issues with regards to their wastewater treatment plant, specifically related to phosphorus reduction. The need to reduce phosphorus from the wastewater effluent stream will be a high cost to the City and all its residents.
- **Day Care.** The City's growing population and jobs base has a need for additional child care options and spaces to provide options for growing families.
- **New Outdoor Recreational Park.** The City's old spoil site area is a perfect area for outdoor recreational needs of the community which the City would like to see developed into a recreational facility with new opportunities for outdoor recreation for citizens and visitors.

Development of and Necessity of Community Development and Housing Needs of LMI Individuals.

The needs identified in this assessment were developed over several months through ordinary City operational and planning processes, including budget preparation, capital planning processes, and development of other plans, including a hazard mitigation plan. In addition, the elected and appointed officials have taken into consideration during the planning process the input from professional consultants who work with the City, including financial advisors and engineers, and the general public

These needs are necessary for the community for a variety of reasons. A number of the identified projects are necessary to ensure the community's safety and the City's infrastructure. These projects include:

- Water Tower Construction
- Water Line Replacement
- Oneida Street Reconstruction
- Phosphorus Reduction Project

Other needs are necessary for the community because they ensure access to services and amenities essential to building community and high quality of life for residents. These projects include:

- Trail Enhancements
- Day Care
- New Outdoor Recreational Park

Finally, some of the projects are necessary for the community's short- and long-term growth. These projects include:

- Housing Rehabilitation
- Low-to-Moderate Income Housing

Priorities of Community Development and Housing Needs for LMI Individuals.

The following projects are a **HIGH PRIORITY** for the City:

- Water Tower Construction
- Housing Rehabilitation
- Oneida Street Reconstruction
- Phosphorus Reduction Project
- Day Care
- New Outdoor Recreational Park

The following projects are a **MEDIUM PRIORITY** for the City:

- Low-to-Moderate Income Housing
- Trail Enhancements

The following projects are **LOW PRIORITY** for the City:

- None

Other Community Development and Housing Needs.

The following needs have been identified by the elected and appointed officials of the City based on various budgets, capital planning sessions, and the development of a hazard mitigation plan over the past several months. The needs identified in this section will have a public benefit to the citizens of the community and the community as a whole.

- Fire Station Expansion. The existing fire station has served the community well since it was initially constructed; however, over time, the equipment needs and size of trucks have increased beyond what the current fire station can house.
- Campground Flood Mitigation. The City’s campground has a long history of flash flooding during heavy rain events due to its location and elevation. The City needs to mitigate flooding to ensure the long-term success of the park.
- Downtown and Comprehensive Master Plans. The City needs to develop a master plan for the core of the community. While the downtown area is a vibrant place, many of the components require rehabilitation and updating.
- Housing Subdivision. The City needs new upper-end housing starts. Many of the City’s major employers have expressed a demand for housing units to help attract and provide for places for middle and upper-level management to live within the community.

Development of and Necessity of Other Community Development and Housing Needs.

The needs identified in this assessment were developed over several months through ordinary City operational and planning processes, including budget preparation, capital planning processes, and development of other plans, including a hazard mitigation plan. In addition, the elected and appointed officials have taken into consideration during the planning process the input from professional consultants who work with the City, including financial advisors and engineers, and the general public

These needs are necessary for the community for a variety of reasons. A number of the identified projects are necessary to ensure the community’s safety and the City’s infrastructure. These projects include:

- Fire Station Expansion

Other needs are necessary for the community because they ensure access to services and amenities essential to building community and high quality of life for residents. These projects include:

- Campground Expansion

Finally, some of the projects are necessary for the community’s short- and long-term growth. These projects include:

- Water Service to Annexed Area

Priorities of Community Development and Housing Needs for LMI Individuals.

The following projects are a **HIGH PRIORITY** for the City:

- Water Service to Annexed Area
- Downtown Comprehensive Master Plan

The following projects are a **MEDIUM PRIORITY** for the City:

- Campground Flood Mitigation
- Housing Subdivision

The following projects are **LOW PRIORITY** for the City:

- None

Planned and Potential Activities to Address Community Development and Housing Needs.

The following activities are planned or considered to help the community address the community development and housing needs identified within this planning process. The City may utilize the activities identified here, or it may utilize other activities to achieve the desired goals of the plan over time.

- CDBG Funding. Apply for Community Development Block Grant funds to help fund the construction of a new water tower to improve water pressure and quality within the City.
- Identify Programs and Funds. Identify programs and funding that can help property owners to improve owner-occupied housing units to stabilize and improve the overall housing stock within the community.
- Work with Developers. Work with developers to create new housing units for low-to-moderate income residents and families.
- Seek Funding. Identify funding sources and seek grants to help construct additional sections of trail within the community.
- Develop Plan and Identify Funding. Develop an overall plan for improvements in the water distribution system and identify funding to help move forward with phased improvements.
- Develop Plans and Specifications. Develop plans and specifications to complete Phase 2 of the Oneida Street Reconstruction Project.
- Identify Solutions. Working with the City's engineering team develop solutions to reduce phosphorus within the City's wastewater treatment effluent stream that will help meet IDNR regulations and guidelines.
- Seek Partners. The City wants to find public and private partners to help develop solutions that are financially feasible to the City's child care challenges.
- Develop Plan and Identify Funding. Develop an overall master plan and identify funding sources for the development of outdoor recreational improvements on the City's old spoil site.
- Identify Funding. Identify funding to construct an addition to the City's fire station.
- Develop Solutions. Develop solutions to mitigate the impacts of flash flooding in the City's campground park.
- Complete the Downtown Master Plan. Complete the planning and design phase of the Downtown Master Plan project.
- Work with Developers. Work with developers to develop new housing units for mid and upper levels of housing units within the City.

Development of and Necessity of Planned and Potential Activities.

The planned and potential activities were determined by City staff and elected officials in consultation with community partners and consultants to identify the best options available to help ensure the projects are successful for the community.

The planned and potential activities are necessary to accomplish the identified projects cost-effectively and efficiently, ensuring the best use of available community resources. Without the planned and potential activities listed in the previous section, the community may not be able to achieve the desired results, ensuring that the necessary projects are completed. The community's safety, welfare, and growth are at risk without completing the identified projects.

Priorities of Planned and Potential Activities to Address Community Development and Housing Needs.

The following planned and potential activities are a HIGH PRIORITY for the City:

- CDBG Funding for Water Tower Construction
- Identify Funding and Allocate Funding For Water Main Improvements
- Develop Plans and Specifications for Oneida Street Reconstruction
- Identify Solutions to Reduce Phosphorus in the City's Wastewater Effluent
- Seek Partners to Assist in Addressing the Child Care Challenges in the Community

The following planned and potential activities are a MEDIUM PRIORITY for the City:

- Identify Programs and Funds to Assist with Housing Rehabilitation
- Work with Developers on the Creation of Low-to-Moderate Income
- Seek Funding to Construction New Sections of Trail
- Develop Plans and Identify Funding for Outdoor Recreational Park
- Identify Funding for Fire Station Expansion
- Complete the Downtown Master Plan Planning Project
- Work with Developers on the Creation of New Mid-Level and Upper End Housing

The following planned and potential activities are a LOW PRIORITY for the City:

- None

Staff Summary

11/21/2022

Agenda Item # F.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: Mayra Martinez City Clerk

SUBJECT: **Resolution No. 25-R-2022-2023 for Approval of a Community Development and Housing Needs Assessment**

BACKGROUND: The City Council of the City of Storm Lake, Iowa desires to apply for Community Development Block Grant (CDBG) funding from the Iowa Economic Development Authority.

The required public hearing to allow citizens the opportunity to be heard and provide comments on the development and approval of a Community Development and Housing Needs Assessment was held on November 21, 2022.

The City has developed for approval and submission with the CDBG application a Community Development and Housing Needs Assessment.

FISCAL IMPACT:

RECOMMENDATION: Approve Resolution No. 25-R-2022-2023 for Approval of a Community Development and Housing Needs Assessment

ATTACHMENTS:

[Resolution No. 25-R-2022-2023 - RES Storm Lake Com Dev and Housing Needs Assessment Approval CM 11.21.2022.pdf](#)

RESOLUTION NO. 25-R-2022-2023

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

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

WHEREAS, the City Council held a public hearing on November 21, 2022 to allow citizens to provide comments on the draft community development and housing needs projects, and;

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

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

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

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

PASSED AND APPROVED this 21st DAY of NOVEMBER 2022.

Michael Porsch, Mayor

ATTEST:

Mayra Martinez, City Clerk

Staff Summary

11/21/2022

Agenda Item # F.8.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Public Hearing on the Submission of a CDBG Application for the Water Tower Project**

BACKGROUND: The City has a need to make improvements to the City's water distribution system to ensure that the City is in compliance with IDNR regulations regarding adequate storage and to ensure sufficient water quality and pressure within the system for residents. The requirements of the CDBG application require the City to hold a public hearing to allow citizens the opportunity to be heard and provide comments on the submission of a grant application.

The public hearing will be conducted by the City Council in the Council Chambers, located in City Hall at 620 Erie Street, Storm Lake, Iowa on Monday, November 21, 2022, at 5:00 p.m.

FISCAL IMPACT: N/A

RECOMMENDATION: Open the Public Hearing
Read the Announcements
Accept Public Comments
Close the Public Hearing

ATTACHMENTS:

[11212022 - Public Hearing Notice For Construction of New Water Tower Project.pdf](#)

[11212022 - Storm Lake Water Tower Announcements for Public Hearing CM 11.21.2022.pdf](#)

PUBLIC HEARING NOTICE

The City of Storm Lake Iowa, is hereby serving as Public Notice that on November 21, 2022, at 5:00 p.m., the City Council will hold a public hearing during the regular City Council meeting to consider the submission of an application for a Community Development Block Grant. The grant application will request funding assistance for improvements to the City's water distribution system specifically the construction of a new water tower.

This meeting will be held to give residents information concerning the proposed project. Citizens are encouraged to attend and express their preferences about the proposed activities. Residents are able to provide comments in writing in advance of the meeting by email to cityclerk@stormlake.org or by mail to PO Box 1086, Storm Lake, IA 50588. Additionally, citizens who wish to participate in the public hearing can do so by attending the meeting on November 21, 2022 at 5:00 PM at Storm Lake City Hall, 620 Erie Street, Storm Lake, Iowa. Anyone having questions about this assessment or requiring special accommodations at the upcoming hearing may contact the City Clerk at 712-732-8000.

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

CITY OF STORM LAKE PUBLIC HEARING ANNOUNCEMENTS

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

- The need for the proposed Storm Lake Water Tower Project is due to a need to ensure sufficient water quality and pressure for residents and businesses within the City while also ensuring that the City is in compliance with IDNR regulations.

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

- The project will be funded with a combination of CDBG funds and local City cash on hand. It is estimated that total project costs will be \$7,378,116.00.

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

- The grant application will be submitted to the Iowa Economic Development Authority no later than January 1, 2023, at midnight.

D. Announce the requested amount of federal funds.

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

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

- The project will result in a citywide benefit and based on the 2011 and 2015 American Community Survey data the percentage of residents who are low-to-moderate income (LMI) is 52.0%.

F. Announce where the proposed activities will be conducted.

- The proposed project activities will take place within the City of Storm Lake on property owned by the City of Storm Lake located at 228 Mae Street in Storm Lake, Iowa.

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

- The proposed project will not result in the displacement or relocation of any persons or businesses.

H. Announce plans to assist persons actually displaced.

- No persons will be displaced by the proposed project.

I. Announce the nature of the proposed activities.

- The nature of the proposed project involves the construction of a new 1.75-million-gallon composite water tank water tower including related electrical systems, water mains, and control systems.

NOTE: These announcements should be read as written during the public hearing at the Council Meeting on November 21 and then recorded as written here in the minutes for the November 21 meeting.

A copy of the minutes showing these announcements being read during the public hearing will need to be submitted with the application.

Staff Summary

11/21/2022

Agenda Item # F.9.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Resolution No. 26-R-2022-2023 Committing Matching Funds for A CDBG Application For The Water Tower Project**

BACKGROUND:

The City of Storm Lake is applying for an Iowa Community Development Block Grant under the Water Sewer portion of the program for their Storm Lake Water Tower Project. City has applied for and is listed on the State of Iowa Drinking Water State Revolving Loan Fund Intended Use Listing for an initial amount of \$3,868,000.00. City has requested additional funding to cover the increased cost of the tower from the SRF program

Iowa Finance Authority has provided additional documentation showing that additional funding will be available and updated the IUP listing.

FISCAL IMPACT:

The City commits to the issuance of bonds, through the State Revolving Loan Program in an amount not to exceed \$7,378,116.00, for the purpose of funding the City's share of the Storm Lake Water Tower Project.

RECOMMENDATION: Adopt Resolution No. 26-R-2022-2023 Committing Matching Funds for A CDBG Application

ATTACHMENTS:

[Resolution No. 26-R-2022-2023 - Committing Match Funds Water Tower CDBG STORM LAKE CM 11.21.2022.pdf](#)

RESOLUTION NO. 26-R-2022-2023

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

WHEREAS, the City of Storm Lake is applying for an Iowa Community Development Block Grant under the Water Sewer portion of the program for their Storm Lake Water Tower Project, and,

WHEREAS, the City has applied for and is listed on the State of Iowa Drinking Water State Revolving Loan Fund Intended Use Listing for an initial amount of \$3,868,000.00 (FS-11-23-DWSRF-030); and,

WHEREAS, the City has requested additional funding to cover the increased cost of the tower from the SRF program; and,

WHEREAS, Iowa Finance Authority has provided additional documentation showing that additional funding will be available and updated the IUP listing; and,

WHEREAS, the City intends to utilize the State Revolving Loan Fund as the source for financing their share of the project;

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

SECTION 1. The City commits to the issuance of bonds, through the State Revolving Loan Program in an amount not to exceed \$7,378,116.00, for the purpose of funding the City's share of the Storm Lake Water Tower Project.

SECTION 2. The City commits to the issuance of bonds in a timely manner so as not to unduly delay the construction of the project.

PASSED AND APPROVED this 21st DAY of NOVEMBER 2022.

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

11/21/2022

Agenda Item # F.10.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Resolution No. 27-R-2022-2023 Endorsing and Authorizing CDBG Submittal For The Water Tower Project**

BACKGROUND:

The City of Storm Lake is eligible to apply for Iowa Community Development Block Grant funding under the Water Sewer portion of the program. The City Council has held a public hearing as required for submission of CDBG guidelines to hear public comments on the submission of the grant application. The City has an immediate need to conduct a project to construct a new water tower to improve water quality and pressure and ensure that the City is compliant with IDNR regulations.

FISCAL IMPACT: Endorse the submission of an application for CDBG grant funds to the Iowa Economic Development Authority in the amount of \$500,000.00 for the Storm Lake Water Tower Project.

RECOMMENDATION: Adopt Resolution No. 27-R-2022-2023 Endorsing and Authorizing CDBG Submittal and is authorize Mayor to sign all paperwork and forms necessary for the submittal of the grant application.

ATTACHMENTS:

[Resolution No. 27-R-2022-2023 - Storm Lake Authorizing Submittal Water Tower CDBG Submission CM 11.21.2022.pdf](#)

RESOLUTION NO. 27-R-2022-2023

**A RESOLUTION ENDORSING AN APPLICATION FOR COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FOLLOWING PUBLIC
HEARING**

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

WHEREAS, the City Council has held a public hearing as required for submission of CDBG guidelines on November 21, 2022, to hear public comments on the submission of the grant application, and;

WHEREAS, the City has an immediate need to conduct a project to construct a new water tower to improve water quality and pressure and ensure that the City is compliant with IDNR regulations, and;

WHEREAS, the City Council has decided to submit an application to the CDBG program for the Storm Lake Water Tower Project;

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

SECTION 1. The City Council endorses the submission of an application for CDBG grant funds to the Iowa Economic Development Authority in the amount of \$500,000.00 for the Storm Lake Water Tower Project.

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

SECTION 3. The Mayor is authorized to sign all paperwork and forms necessary for the submittal of the grant application.

PASSED AND APPROVED this 21st DAY of NOVEMBER 2022.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

11/21/2022

Agenda Item # F.11.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Resolution No. 28-R-2022-2023 to Adopt the City of Storm Lake 2022 Strategic Plan**

BACKGROUND: The City of Storm Lake Strategic Planning Retreat was held on October 12, 2022 at the King's Pointe Resort from 8 AM – 1:30 PM. The retreat's primary goal was to update the existing strategic plan for Storm Lake which was initially developed in October 2021. Additionally, the City Council reviewed their current meeting protocols, procedures and rules of the road. In attendance at the session was Mayor Porsch, City Council Members: Martinez, McKinney, Ramos, Rice, and Ricklefs. Also in attendance was City Manager Navratil, Deputy Manager Derragon and City Clerk Martinez.

Following the morning session, City department heads attended an afternoon briefing that summarized the goals, objectives and outcomes of the retreat. In advance of the retreat, City Council members completed a form soliciting their feedback on the most important issues facing the community of Storm Lake. The retreat was facilitated by Mark Collins with KRW Associates.

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

FISCAL IMPACT: N/A

RECOMMENDATION: Approve Resolution No. 28-R-2022-2023 to Adopt the City of Storm Lake 2022 Strategic Plan

ATTACHMENTS:

[11212022 - Storm Lake Summary Report II Strategic Planning Retreat -- FINAL \(1\).pdf](#)
[Resolution No. 28-R-2022-2023 - Strategic Plan 2022.pdf](#)

Final Report for City of Storm Lake 2022 Strategic Planning Retreat

The City of Storm Lake Strategic Planning Retreat was held on October 12, 2022 at the King's Pointe Resort from 8 AM – 1:30 PM. The retreat's primary goal was to update the existing strategic plan for Storm Lake which was initially developed in October 2021. Additionally, the City Council reviewed their current meeting protocols, procedures and rules of the road. In attendance at the session was Mayor Porsch, City Council Members: Martinez, McKinney, Ramos, Rice, and Ricklefs. Also in attendance was City Manager Navratil, Deputy Manager Derragon and City Clerk Martinez. Following the morning session, City department heads attended an afternoon briefing that summarized the goals, objectives and outcomes of the retreat. In advance of the retreat, City Council members completed a form soliciting their feedback on the most important issues facing the community of Storm Lake. The retreat was facilitated by Mark Collins with KRW Associates.

The agenda for the Strategic Planning Retreat included the following:

- 1.) *Welcome/Introductions***
- 2.) *Power Point Presentation: "Working as a Team for Good Governance"***
- 3.) *Strengths: What Are We Doing Well? What Can We Identify as Notable Accomplishments?***
- 4.) *Identification of Goals and Objectives from Strategic Focus Areas:***

Housing, Utility Infrastructure, Community Participation/Involvement, Economic Development, Recreation and Community Perception.
- 5.) *Prioritization Exercise***
- 6.) *Measuring Success: What Are Our Benchmarks For a "Job Well Done" and How Will We Communicate the Results to Our Community Members?***
- 7.) *Wrap Up: Additional Ideas, Comments and Suggestions***
- 8.) *Overview of Retreat outcomes with City Department Heads***

In an opening exercise, the Mayor and Council listed City of Storm Lake's current strengths and notable assets.

- Successful Affordable Housing Initiatives
- Economic Diversity
- University
- Strong Schools
- Regional Access
- Outstanding Shopping and Medical Services
- Good Community Services (Local Organizations)
- 4th of July Events
- Outdoor Public Spaces
- The People of Storm Lake (Eager, Friendly and Diverse)
- The Lake
- Parks
- Food Diversity
- Water Park
- The Community Feels Safe

Utilizing the strategic focus categories from Agenda Item #4, the following items and issues were identified as "strategic goals and objectives" by the Mayor and Council. At the conclusion of their discussion, the Mayor and Council then conducted a dot exercise to identify and prioritize the most important goals and objectives. The number of votes (or tallies) is shown in parentheses.

Housing

- Keep Building Houses (especially single-family dwellings) (7)
- Explore New Incentives
- Examine Properties for Potential Redevelopment (e.g., refer to Downtown Master Plan)
- Upgrade and Improve Distressed Properties (Infills) (2)
- Utilize (and Enhance) the Nuisance Abatement Fund
- Grow the Community in an Outward Direction (5)
- Utilize the FDA Loan Fund

Economic Development

- Implement Recommendations from the Downtown Master Plan (1)
- Update the Sign Ordinance, Improve Wayfinding (3)
- Redefine the Downtown Business District
- Seek a New Approach/Relationship with Storm United
- Initiate New Recruitment Efforts
- Renew Retention Efforts
- Develop Apprenticeship Programs (2)
- Identify Jobs for Young People to Keep them in Storm Lake (1)

Community Participation/Involvement

- Re-examine the Financial Contribution to Storm Lake United (Revisit the Resolution and Consider Appointing a Member from City Council) (5)
- Improve and Expand Community Outreach Efforts ((Elected Officials and Staff) (2)
- Use King's Pointe Resort and Other Venues to Meet with Community Members (2)
- Support Neighborhood Night Outs
- Consider Holding City Work Sessions Away from City Hall (Change Meeting Nights) (2)
- Support Leadership Roundtable (6)
- Focus on Code and Nuisance Enforcement
- Potentially Investigate the Use of a Lobbying Entity

Utility Infrastructure

- Pursue Water Regionalization Efforts (Avoid Tax Burden for Storm Lake Citizens) (7)
- Think Strategically Regarding Future Infrastructure
- Promote Sustainable Water Practices (Use DNR Resources and Assistance)
- Solidify the Plans for the Water Plant Location
- Address 4th Street

Recreation

- Develop a Recreation Plan for the Spoils Site (Potential Land Swap?) (6)
- Initiate a Recreation Feasibility Study (2)
- Market City Properties for Sale
- Investigate New Pickle Ball Courts (1)
- Solicit Assistance from the University for Marketing Help (1)
- Pursue More Indoor Soccer Facilities
- Continue Trail Connections and Enhancements (3)

Community Perception

- Host More Public Safety Presentations
- Strengthen and Enhance Public Information Efforts (Especially Social Media) (4)
- Focus on Quality over Quantity (City-wide)
- Emphasize the Positive
- Work Closely with the Schools
- When City Council is out in Public, Be Positive
- Update the City's Web Site
- Reinforce Storm Lake as a Safe Community (5)

Prioritization of Goals and Objectives

High to Medium Priority: 3 or more dots; Low Priority: 2 or less dots; No Priority - no dots

High/Medium Priority

- Keep Building Houses (especially single-family dwellings)
- Grow the Community in an Outward Direction
- Update the Sign Ordinance, Improve Wayfinding
- Re-examine the Financial Contribution to Storm Lake United (Revisit the Resolution and Consider Appointing a Member from City Council)
- Support Leadership Roundtable
- Pursue Water Regionalization Efforts (Avoid Tax Burden for Storm Lake Citizens)
- Develop a Recreation Plan for the Spoils Site
- Continue Trail Connections and Enhancements
- Reinforce Storm Lake as a Safe Community
- Strengthen and Enhance Public Information Efforts (Especially Social Media)

Low Priority

- Upgrade and Improve Distressed Properties (Infills)
- Implement Recommendations from the Downtown Master Plan
- Develop Apprenticeship Programs
- Identify Jobs for Young People to Keep them in Storm Lake
- Improve and Expand Community Outreach Efforts ((Elected Officials and Staff)
- Use King's Pointe Resort and Other Venues to Meet with Community Members
- Consider Holding City Work Sessions Away from City Hall (Change Meeting Nights)
- Initiate a Recreation Feasibility Study
- Investigate New Pickle Ball Courts
- Solicit Assistance from the University for Marketing Help

No Priority

- Explore New Incentives
- Examine Properties for Potential Redevelopment (e.g., refer to Downtown Master Plan)
- Utilize (and Enhance) the Nuisance Abatement Fund
- Utilize the FDA Loan Fund
- Redefine the Downtown Business District
- Seek a New Approach/Relationship with Storm United
- Initiate New Recruitment Efforts
- Renew Retention Efforts
- Support Neighborhood Night Outs
- Focus on Code and Nuisance Enforcement
- Potentially Investigate the Use of a Lobbying Entity
- Think Strategically Regarding Future Infrastructure
- Promote Sustainable Water Practices (Use DNR Resources and Assistance)
- Solidify the Plans for the Water Plant Location
- Address 4th Street
- Market City Properties for Sale
- Pursue More Indoor Soccer Facilities
- Host More Public Safety Presentations
- Focus on Quality over Quantity (City-wide)
- Emphasize the Positive
- Work Closely with the Schools
- When City Council is out in Public, Be Positive
- Update the City's Web Site

RESOLUTION NO. 28-R-2022-2023

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

WHEREAS, the Storm Lake City Council held a Strategic Planning Retreat on October 12, 2022; and

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

WHEREAS, Mayor and Council received the Final Report for the City of Storm Lake 2022 Strategic Planning Retreat from the Facilitator, Mark Collins with KRW Associates; and

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

NOW, THEREFORE, BE IT RESOLVED, Council goals for the 2022 Strategic Plan are prioritized as follows:

High/Medium Priority

- Keep Building Houses (especially single-family dwellings)
- Grow the Community in an Outward Direction
- Update the Sign Ordinance, Improve Wayfinding
- Re-examine the Financial Contribution to Storm Lake United (Revisit the Resolution and Consider Appointing a Member from City Council)
- Support Leadership Roundtable
- Pursue Water Regionalization Efforts (Avoid Tax Burden for Storm Lake Citizens)
- Develop a Recreation Plan for the Spoils Site
- Continue Trail Connections and Enhancements
- Reinforce Storm Lake as a Safe Community
- Strengthen and Enhance Public Information Efforts (Especially Social Media)

Low Priority

- Upgrade and Improve Distressed Properties (Infills)
- Implement Recommendations from the Downtown Master Plan
- Develop Apprenticeship Programs
- Identify Jobs for Young People to Keep them in Storm Lake
- Improve and Expand Community Outreach Efforts ((Elected Officials and Staff)
- Use King's Pointe Resort and Other Venues to Meet with Community Members
- Consider Holding City Work Sessions Away from City Hall (Change Meeting Nights)
- Initiate a Recreation Feasibility Study
- Investigate New Pickle Ball Courts
- Solicit Assistance from the University for Marketing Help

No Priority

- Explore New Incentives

- Examine Properties for Potential Redevelopment (e.g., refer to Downtown Master Plan)
- Utilize (and Enhance) the Nuisance Abatement Fund
- Utilize the FDA Loan Fund
- Redefine the Downtown Business District
- Seek a New Approach/Relationship with Storm United
- Initiate New Recruitment Efforts
- Renew Retention Efforts
- Support Neighborhood Night Outs
- Focus on Code and Nuisance Enforcement
- Potentially Investigate the Use of a Lobbying Entity
- Think Strategically Regarding Future Infrastructure
- Promote Sustainable Water Practices (Use DNR Resources and Assistance)
- Solidify the Plans for the Water Plant Location
- Address 4th Street
- Market City Properties for Sale
- Pursue More Indoor Soccer Facilities
- Host More Public Safety Presentations
- Focus on Quality over Quantity (City-wide)
- Emphasize the Positive
- Work Closely with the Schools
- When City Council is out in Public, Be Positive
- Update the City's Web Site

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

PASSED AND APPROVED this 21st day of November, 2022.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

11/21/2022

Agenda Item # F.12.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Motion to Approve Agreements for Protection of Public Water Supply Well**

BACKGROUND: The City is planning on constructing a well in Frank Starr Park that is within 200 feet of Iowa Department of Transportation (IDOT) right-of-way along State Highway 110 on the west side of Storm Lake.

The purpose of this agreement is to restrict the location of potential sources of contamination in close proximity to a public water supply in order to protect the public safety, health, and welfare. The terms of the IDOT agreement are as follows:

1. No structure, facility, or land use shall be located near the well unless there is proper separation distance between each structure, facility, or land use.
2. IDOT shall not apply or spray any chemicals, other than de-icing chemicals, within 100 feet of the well.
3. The City shall mark out the area affected at the Well site and shall pay IDOT the cost of constructing and installing signs stating "No Chemical Spray Area".

The terms of the IDOT agreement are as follows:

No structure, facility, or land use shall be located near the well unless there is proper separation distance between each structure, facility, or land use.

FISCAL IMPACT: Nominal fiscal impact to include signage and installation.

RECOMMENDATION: Approve Agreements with the Iowa Department of Transportation and Department of Natural Resources

ATTACHMENTS:

[26698 Exhibit A - Legal Control.pdf](#)

[AGREEMENT FOR NO SPRAYING AT WELL SITE-IDOT AND CITY - markups.pdf](#)

AGREEMENT FOR NO SPRAYING AT WELL SITE-DNR AND CITY - markups.pdf
26698 Exhibit A - Legal Control.pdf

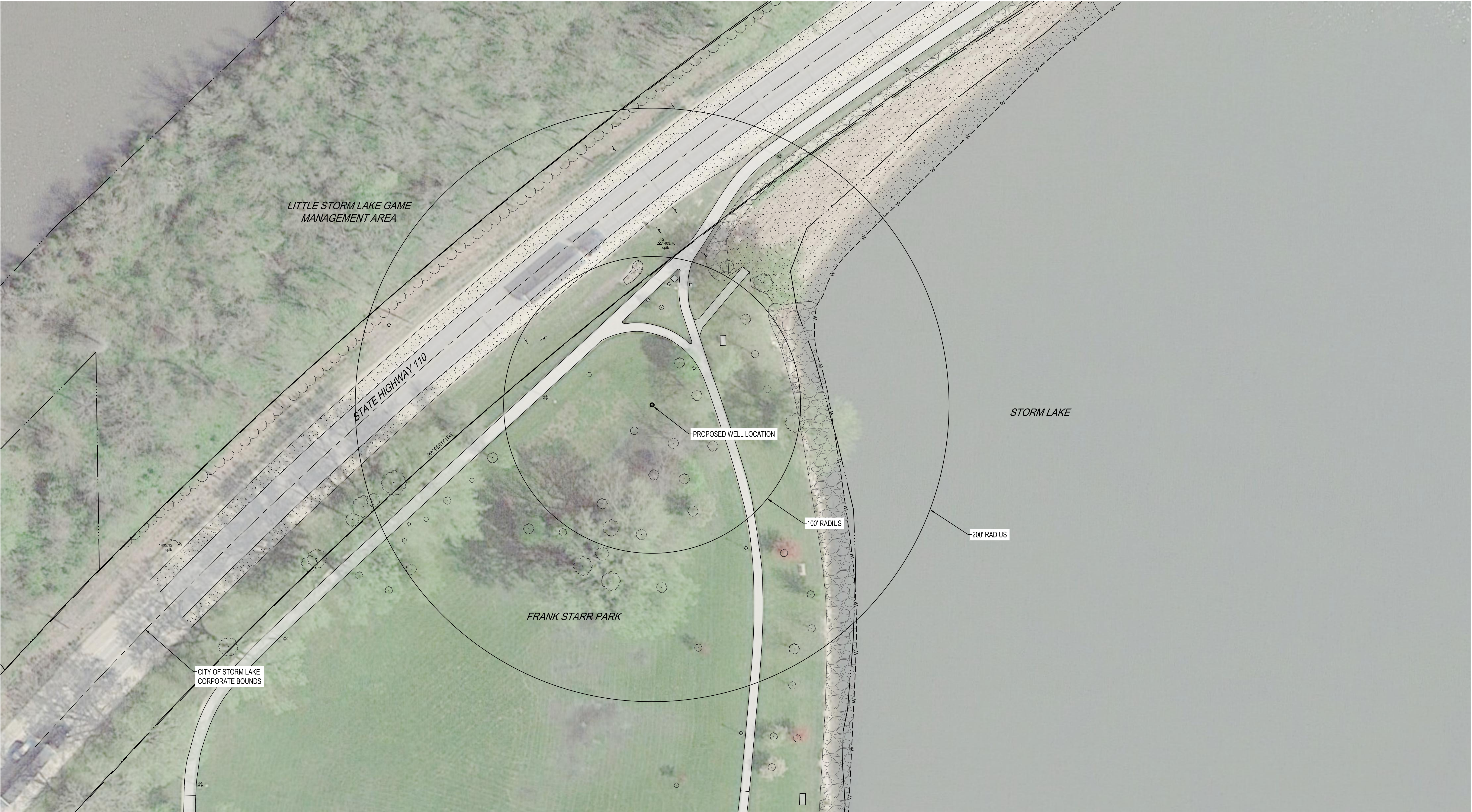
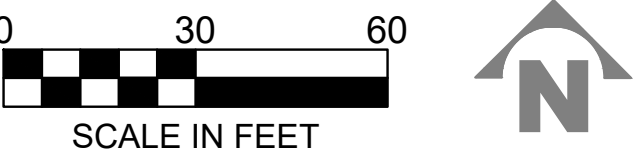


EXHIBIT A: LEGAL CONTROL



AGREEMENT FOR PROTECTION OF PUBLIC WATER SUPPLY WELL

This is an agreement (the “Agreement”) between the City of Storm Lake, Iowa (“City”) and the Iowa Department of Transportation (“IDOT”).

Background

The City is proposing to construct a new deep water-supply well (the “Well”) in Frank Starr Park that is within two-hundred (200) feet of the IDOT right-of-way along state Highway 110 on the west side of Storm Lake.

The purpose of this agreement is to restrict the location of potential sources of contamination in close proximity to a public water supply in order to protect the public safety, health, and welfare.

Agreement

Therefore, in consideration of the City’s construction of the Well for the benefit of the public, and the mutual covenants and agreements set forth herein, the City and IDOT agree as follows:

1. No structure, facility, or land use specified in the following Table A shall be located by the IDOT within Table A’s required separation distance between such structure, facility, or land use and the Well, a Deep Well for the purpose of applying the requirements of Table A.

TABLE A: SEPARATION DISTANCES

SOURCE OF CONTAMINATION	REQUIRED MINIMUM LATERAL DISTANCE FROM WELL AS HORIZONTAL ON THE GROUND SURFACE, IN FEET	
	Deep Well ¹	Shallow Well ¹
WASTEWATER STRUCTURES:		
Point of Discharge to Ground Surface		
Sanitary & industrial discharges	400	400
Water treatment plant wastes	50	50
Well house floor drains	5	5
Sewers & Drains²		
Sanitary & storm sewers, drains	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Sewer force mains	0 – 75 feet: prohibited 75 – 400 feet if water main pipe 400 – 1000 feet if sanitary sewer pipe	0 – 75 feet: prohibited 75 – 400 feet if water main pipe 400 – 1000 feet if sanitary sewer main pipe
Water plant treatment process wastes that are treated onsite	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer pipe	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer main pipe

SOURCE OF CONTAMINATION	REQUIRED MINIMUM LATERAL DISTANCE FROM WELL AS HORIZONTAL ON THE GROUND SURFACE, IN FEET	
	Deep Well ¹	Shallow Well ¹
Water plant wastes to sanitary sewer	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Well house floor drains to sewers	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Well house floor drains to surface	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer pipe	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer main pipe
Land Disposal of Treated Wastes		
Irrigation of wastewater	200	400
Land application of solid wastes ³	200	400
Other		
Private sewage disposal systems and onsite treatment systems – open portion of treatment system ⁴	200	400
Private sewage disposal systems and onsite treatment systems – closed portion of treatment system ⁴	100	200
Lagoons	400	1000
Mechanical wastewater treatment plants	200	400
CHEMICALS:		
Chemical application to ground surface	100	200
Chemical & mineral storage above ground ^{5,6}	100	200
Chemical & mineral storage on or under ground	200	400
Transmission pipelines (such as fertilizer, liquid petroleum, or anhydrous ammonia)	200	400
ANIMALS:		
Animal pasturage	50	50
Animal enclosure	200	400
Earthen silage storage trench or pit	100	200
Animal Wastes		
Land application of liquid or slurry	200	400
Land application of solids	200	400
Solids stockpile	200	400
Storage basin or lagoon	400	1000
Storage tank	200	400
MISCELLANEOUS:		
Basements, pits, sumps	10	10
Cemeteries	200	200

SOURCE OF CONTAMINATION	REQUIRED MINIMUM LATERAL DISTANCE FROM WELL AS HORIZONTAL ON THE GROUND SURFACE, IN FEET	
	Deep Well ¹	Shallow Well ¹
Cisterns	50	100
Flowing streams or other surface water bodies	50	50
GHEX loop boreholes	200	200
Railroads	100	200
Private wells	200	400
Solid waste landfills and disposal sites ⁷	1000	1000

¹Deep and shallow wells, as defined in 567—40.2(455B): A deep well is a well located and constructed in such a manner that there is a continuous layer of low permeability soil or rock at least 5 feet thick located at least 25 feet below the normal ground surface and above the aquifer from which water is to be drawn. A shallow well is a well located and constructed in such a manner that there is not a continuous layer of low permeability soil or rock (or equivalent retarding mechanism acceptable to the department) at least 5 feet thick, the top of which is located at least 25 feet below the normal ground surface and above the aquifer from which water is to be drawn.

²The separation distances are dependent upon two factors: the type of piping that is in the existing sewer or drain, as noted in the table, and that the piping was properly installed in accordance with the standards.

³Solid wastes are those derived from the treatment of water or wastewater. Certain types of solid wastes from water treatment processes may be land-applied within the separation distance on an individual, case-by-case basis.

⁴Private sewage disposal system is defined in 567—subrule 69.1(2). “Onsite treatment system” includes any wastewater treatment system not included in the definition of a private sewage disposal system that is utilizing onsite wastewater treatment technologies to treat domestic waste, such as those specified in 567—Chapter 69 (but excluding waste stabilization ponds). Open portions of treatment systems include subsurface absorption systems, mound systems, intermittent sand filters, constructed wetlands, open bottom media filters, and waste stabilization ponds. Closed portions of treatment systems include septic tanks, aerobic treatment units, fully contained media filters and impervious vault toilets. These separation distances also apply to septic systems that are not considered privately owned.

⁵The minimum separation distance for liquid fuel storage associated with standby power generators shall be 50 feet if secondary containment is provided. Secondary containment shall provide for a minimum of 110 percent of the liquid fuel storage capacity. Double-walled storage tanks shall not be considered as secondary containment. The separation distance for liquefied petroleum gas (LPG) storage shall be 15 feet.

⁶Electrical power transformers mounted on a single utility pole are exempt from the minimum separation distance requirements.

⁷Solid waste means garbage, refuse, rubbish, and other similar discarded solid or semisolid materials, including but not limited to such materials resulting from industrial, commercial, agricultural, and domestic activities.

2. IDOT shall not apply or spray any chemicals, other than de-icing chemicals, within one-hundred (100) feet of the Well.
3. The one-hundred-foot radius surrounding the Well in which the chemical spray and chemical application prohibition described above applies is depicted on attached Exhibit A, which is made a part of this Agreement by this reference.
4. The City shall mark out the area affected at the Well site and shall pay to IDOT the cost of constructing and installing signs stating “No Chemical Spray Area.”
5. IDOT shall cause the “No Chemical Spray Area” signs to be constructed and installed at the Well Site marking the area in the Highway 110 right-of-way where chemical spraying is prohibited. IDOT, at the City’s expense, shall thereafter maintain or replace such signs as the City determines it necessary.
6. This Agreement shall remain in effect until terminated by the City and IDOT.

CITY OF STORM LAKE, IOWA

Signature: _____

Name: Michael Porsch

Title: Mayor

Date: _____

IOWA DEPARTMENT OF TRANSPORTATION

Signature: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Mayra A. Martinez, City Clerk

AGREEMENT FOR PROTECTION OF PUBLIC WATER WELL

This is an agreement (the “Agreement”) between the City of Storm Lake, Iowa (“City”) and the Iowa Department of Natural Resources (“IDNR”).

Background

The City is proposing to construct a new deep water-supply well (the “Well”) in Frank Starr Park that is within two-hundred (200) feet of Little Storm Lake Game Management Area on the west side of Storm Lake.

The purpose of this agreement is to restrict the location of potential sources of contamination in close proximity to a public water supply in order to protect the public safety, health, and welfare.

Agreement

Therefore, in consideration of the City’s construction of the Well for the benefit of the public, and the mutual covenants and agreements set forth herein, the City and IDNR agree as follows:

1. No structure, facility, or land use specified in the following Table A shall be located by the City or by the IDNR within Table A’s required separation distance between such structure, facility, or land use and the Well, a Deep Well for the purpose of applying the requirements of Table A.

TABLE A: SEPARATION DISTANCES

SOURCE OF CONTAMINATION	REQUIRED MINIMUM LATERAL DISTANCE FROM WELL AS HORIZONTAL ON THE GROUND SURFACE, IN FEET	
	Deep Well ¹	Shallow Well ¹
WASTEWATER STRUCTURES:		
Point of Discharge to Ground Surface		
Sanitary & industrial discharges	400	400
Water treatment plant wastes	50	50
Well house floor drains	5	5
Sewers & Drains²		
Sanitary & storm sewers, drains	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Sewer force mains	0 – 75 feet: prohibited 75 – 400 feet if water main pipe 400 – 1000 feet if sanitary sewer pipe	0 – 75 feet: prohibited 75 – 400 feet if water main pipe 400 – 1000 feet if sanitary sewer main pipe
Water plant treatment process wastes that are treated onsite	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer pipe	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer main pipe

SOURCE OF CONTAMINATION	REQUIRED MINIMUM LATERAL DISTANCE FROM WELL AS HORIZONTAL ON THE GROUND SURFACE, IN FEET	
	Deep Well ¹	Shallow Well ¹
Water plant wastes to sanitary sewer	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Well house floor drains to sewers	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer pipe	0 – 25 feet: prohibited 25 – 75 feet if water main pipe 75 – 200 feet if sanitary sewer main pipe
Well house floor drains to surface	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer pipe	0 – 5 feet: prohibited 5 – 50 feet if sanitary sewer main pipe
Land Disposal of Treated Wastes		
Irrigation of wastewater	200	400
Land application of solid wastes ³	200	400
Other		
Private sewage disposal systems and onsite treatment systems – open portion of treatment system ⁴	200	400
Private sewage disposal systems and onsite treatment systems – closed portion of treatment system ⁴	100	200
Lagoons	400	1000
Mechanical wastewater treatment plants	200	400
CHEMICALS:		
Chemical application to ground surface	100	200
Chemical & mineral storage above ground ^{5,6}	100	200
Chemical & mineral storage on or under ground	200	400
Transmission pipelines (such as fertilizer, liquid petroleum, or anhydrous ammonia)	200	400
ANIMALS:		
Animal pasturage	50	50
Animal enclosure	200	400
Earthen silage storage trench or pit	100	200
Animal Wastes		
Land application of liquid or slurry	200	400
Land application of solids	200	400
Solids stockpile	200	400
Storage basin or lagoon	400	1000
Storage tank	200	400
MISCELLANEOUS:		
Basements, pits, sumps	10	10
Cemeteries	200	200

SOURCE OF CONTAMINATION	REQUIRED MINIMUM LATERAL DISTANCE FROM WELL AS HORIZONTAL ON THE GROUND SURFACE, IN FEET	
	Deep Well ¹	Shallow Well ¹
Cisterns	50	100
Flowing streams or other surface water bodies	50	50
GHEX loop boreholes	200	200
Railroads	100	200
Private wells	200	400
Solid waste landfills and disposal sites ⁷	1000	1000

¹Deep and shallow wells, as defined in 567—40.2(455B): A deep well is a well located and constructed in such a manner that there is a continuous layer of low permeability soil or rock at least 5 feet thick located at least 25 feet below the normal ground surface and above the aquifer from which water is to be drawn. A shallow well is a well located and constructed in such a manner that there is not a continuous layer of low permeability soil or rock (or equivalent retarding mechanism acceptable to the department) at least 5 feet thick, the top of which is located at least 25 feet below the normal ground surface and above the aquifer from which water is to be drawn.

²The separation distances are dependent upon two factors: the type of piping that is in the existing sewer or drain, as noted in the table, and that the piping was properly installed in accordance with the standards.

³Solid wastes are those derived from the treatment of water or wastewater. Certain types of solid wastes from water treatment processes may be land-applied within the separation distance on an individual, case-by-case basis.

⁴Private sewage disposal system is defined in 567—subrule 69.1(2). "Onsite treatment system" includes any wastewater treatment system not included in the definition of a private sewage disposal system that is utilizing onsite wastewater treatment technologies to treat domestic waste, such as those specified in 567—Chapter 69 (but excluding waste stabilization ponds). Open portions of treatment systems include subsurface absorption systems, mound systems, intermittent sand filters, constructed wetlands, open bottom media filters, and waste stabilization ponds. Closed portions of treatment systems include septic tanks, aerobic treatment units, fully contained media filters and impervious vault toilets. These separation distances also apply to septic systems that are not considered privately owned.

⁵The minimum separation distance for liquid fuel storage associated with standby power generators shall be 50 feet if secondary containment is provided. Secondary containment shall provide for a minimum of 110 percent of the liquid fuel storage capacity. Double-walled storage tanks shall not be considered as secondary containment. The separation distance for liquefied petroleum gas (LPG) storage shall be 15 feet.

⁶Electrical power transformers mounted on a single utility pole are exempt from the minimum separation distance requirements.

⁷Solid waste means garbage, refuse, rubbish, and other similar discarded solid or semisolid materials, including but not limited to such materials resulting from industrial, commercial, agricultural, and domestic activities.

2. This Agreement shall remain in effect so long as the Well, once constructed and operational, remains in use by the City as a water-supply well and has not been filled and sealed in accordance with applicable law.

CITY OF STORM LAKE, IOWA

IOWA DEPARTMENT OF NATURAL RESOURCES

Signature: _____

Signature: _____

Name: Michael Porsch

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

ATTEST:

Mayra A. Martinez, City Clerk

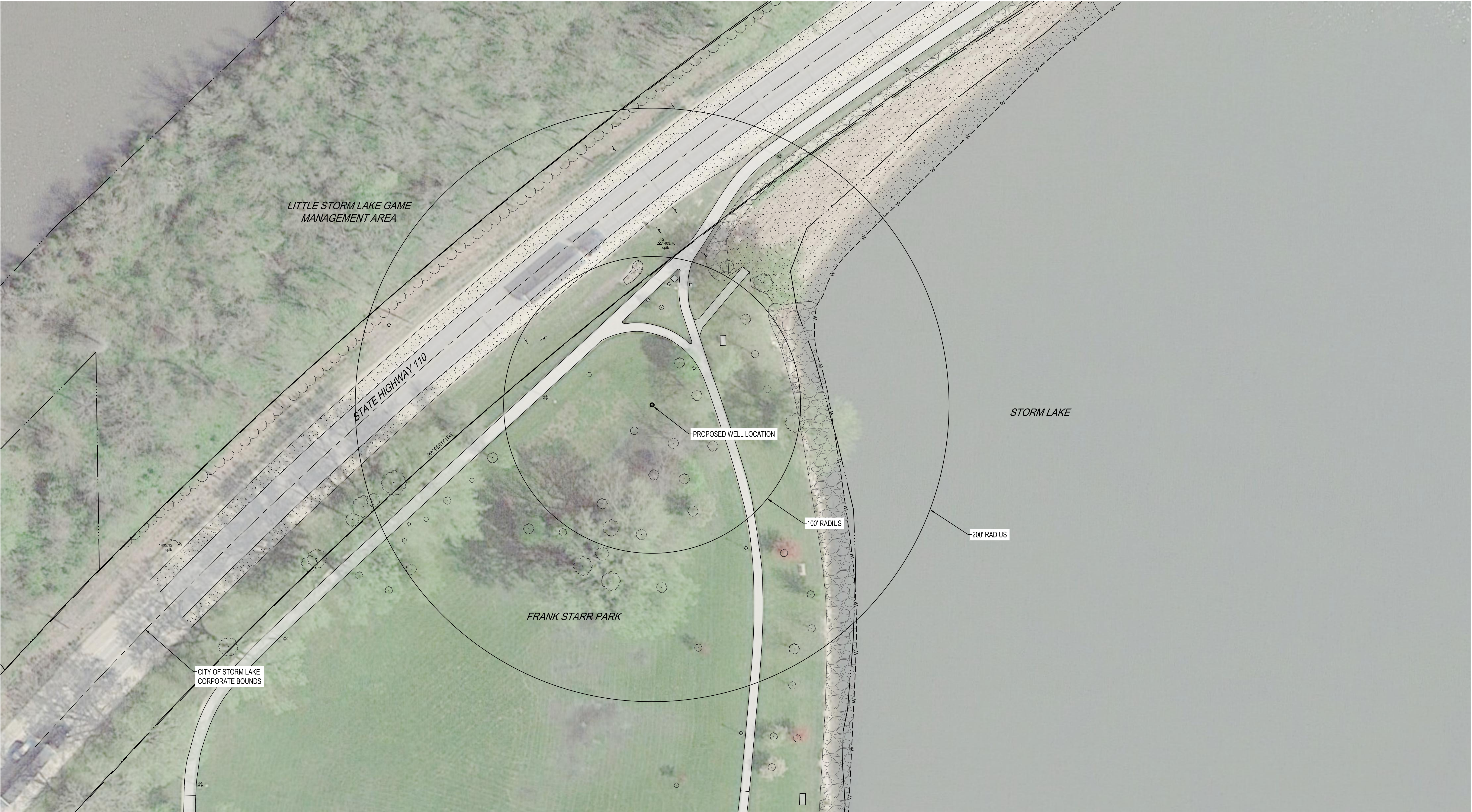
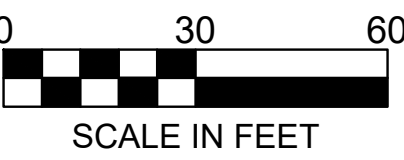


EXHIBIT A: LEGAL CONTROL



Architecture + Engineering + Environmental + Planning

STORM LAKE PRODUCTION WELL NO.21
STORM LAKE, IOWA - 11/01/2022
ISG PROJECT NO. 22-26698

ISGInc.com

Staff Summary

11/21/2022

Agenda Item # F.13.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Motion to Approve Memorial Request**

BACKGROUND: The Storm Lake Preservation Association would like to install a natural stone monument with copper memorial plate that memorializes Gary Lalone for his leadership and dedication to the preservation of Storm Lake. The request is to place the memorial along the Awaysis Park pathway on the south side of the sidewalk at the north side of the great lawn. The estimated size of the memorial is 3 x 5 feet.

FISCAL IMPACT: N/A

RECOMMENDATION:

ATTACHMENTS:
[Memorial Request.pdf](#)

—THE LAW OFFICES OF REDENBAUGH & MOHR, P.C.—

PHIL REDENBAUGH
phil@redenlaw.com

RYAN A. MOHR
ryan@redenlaw.com

BRETT C. REDENBAUGH
brett@redenlaw.com

November 15, 2022

Storm Lake City Council
Attn: Keri Navratil

e-mailed to: Navratil@stormlake.org

RE: GARY LALONE MEMORIAL

Dear Councilmembers,

The Storm Lake LPA (Lake Preservation Association) requests the City's permission to install a stone monument, e.g., a natural stone with copper memorial plate, that memorializes Gary Lalone, for his leadership and dedication to the preservation of Storm Lake. It is our hope to place such a monument at a higher traffic area along the Awaysis Park pathway, on the south side of the sidewalk at the north side of the great lawn. See attached map (marked with "x"s).

Please let me know if you require anything else from the LPA or myself for this request?

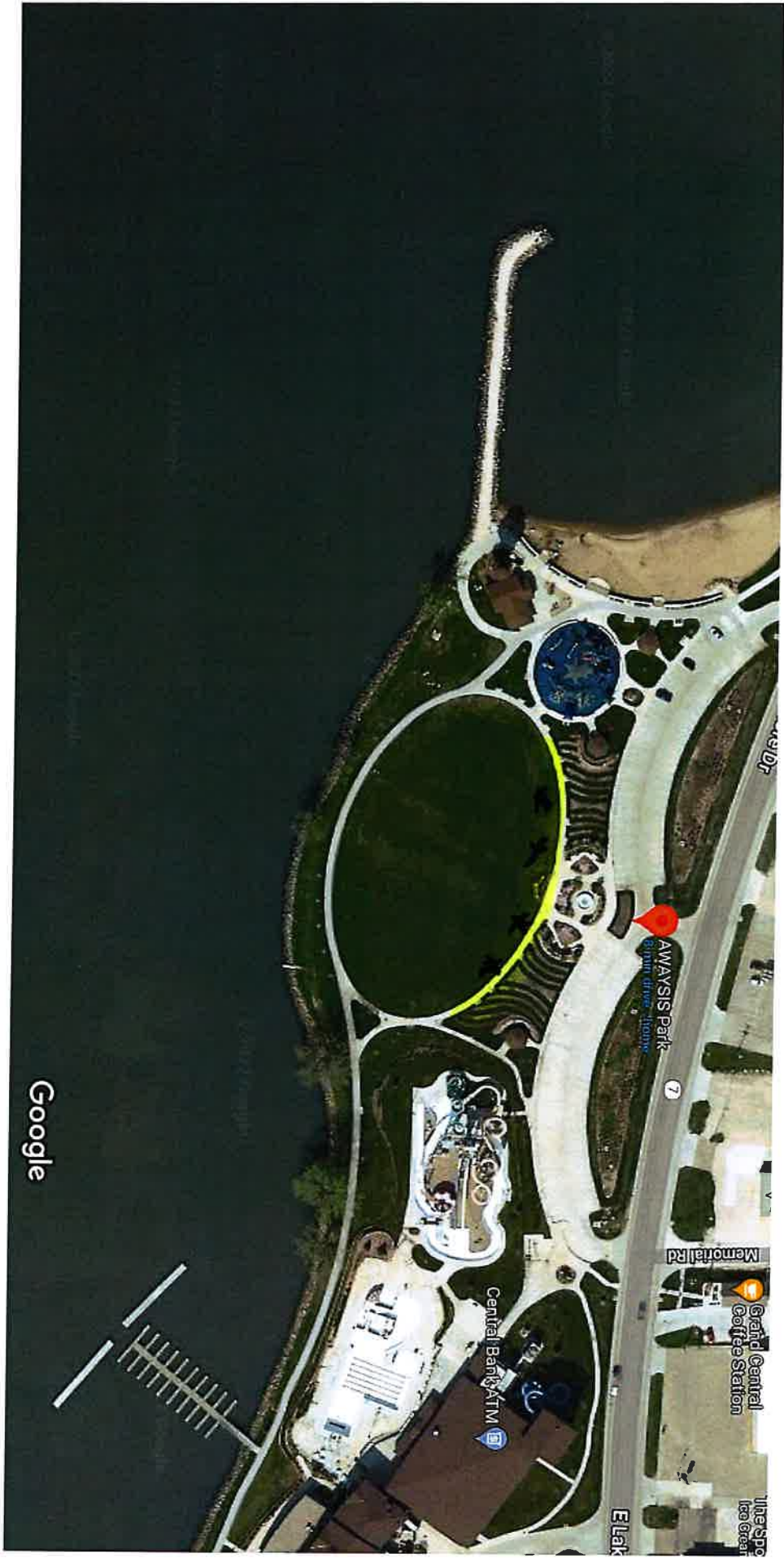
Thank you in advance for your consideration.

Sincerely,



Ryan A. Mohr

Google Maps AWAYSIS Park



Imagery ©2022 CNES / Airbus, Maxar Technologies, Map data ©2022 100 ft

Staff Summary

11/21/2022

Agenda Item # F.14.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Resolution No. 29-R-2022-2023 Approving Change Order No. 1 of the Highway 7 & 110 Intersection Upgrade Project**

BACKGROUND: The City, Storm Lake Community School District, Canadian National Railway, Buena Vista County, and Iowa Department of Transportation have collaborated to make safety improvements to this intersection in conjunction with the school district's new Early Elementary School. The proposed improvements entail reconstruction of the intersection with the addition of turn lanes and a traffic signal.

The current supply chain has delayed the procurement of railroad signal equipment. Procurement and installation is reportedly estimated to occur as late as August 2023. During the interim, the intersection will be partially opened with the portion of Highway 110 from Hyland Drive to Highway 7 remaining closed. The proposed change order is for additional traffic control and related items associated with the partial opening. The Iowa Department of Transportation will be responsible for all costs associated with this change order.

FISCAL IMPACT: The current estimated value of the contract is \$3,866,039.85 with zero previous change orders. This change order will result in an estimated \$57,805.00 increase to the contract. The Iowa Department of Transportation will be responsible for the cost associated with this change order.

RECOMMENDATION: Resolution No. 29-R-2022-2023 Approving Change Order No. 1 of the Highway 7 & 110 Intersection Upgrade Project

ATTACHMENTS:

[2022-11-21 120411 Change Order 1.pdf](#)

[Resolution No. 29-R-2022-2023 - Hwy 7 and 110 Contract Change Order No. 1 11-21-2022.pdf](#)

CHANGE ORDER
For Local Public Agency Projects

No.: 001

Non-Substantial: ☒

Nov 15, 2022

Substantial: ☐

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): _____

Project Number: STPN-007-2(35)--2J-11/ CS-TSF-7422(619)--85-11

Contract Work Type: Pavement Improvements

Local Public Agency: City of Storm Lake, IA

Contractor: Godbersen-Smith Construction

Date Prepared: November 15, 2022

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

- / New Item / Additional Traffic Control
- / New Item / Temporary Barrier Rail
- / New Item / Temporary Pavement Marking
- / New Item / Pavement Marking Removal
- / New Item / Pavement Marking Mobilization
- / New Item / Additional Traffic Signalization Work

B - Reason for change:

/ Additional Traffic Control work required to adjust detour and signage for a partial opening of Highway 7 and 90th Ave while Highway 110 south of Hwy 7 remains closed at the Canadian National Railroad Crossing to Hyland Dr. This change is due to delays in the Canadian National Railroad completing agreements, procuring materials and updating the physical crossing.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

- / New Item / Additional Traffic Control - 1.0 Lump Sum @ \$30,690.00 = \$30,690.00
- / New Item / Temporary Barrier Rail - 268 Lineal Feet at @ \$66.00/ LF = \$17,688.00
- / New Item / Temporary Pavement Marking - 3.0 Stations @ \$55.00/ STA = \$165.00
- / New Item / Pavement Marking Removal - 3.2 Stations @ \$330.00/ STA = \$1,056.00
- / New Item / Pavement Marking Mobilization - 1.0 Lump Sum @ \$4,345.00 = \$4,345.00
- / New Item / Additional Traffic Signalization Work - 1.0 Lump Sum @ \$3,850.00 = \$3,850.00

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

/ Based on quotes from Prime Contractor and their subcontractors and accepted as reasonable compared to average unit prices by Project Engineer where comparables were noted.

E - Contract time adjustment: ☐ No Working Days added

☒ Working Days added: 6.0

☐ Unknown at this time

Justification for selection:

Reasonable time frame requested by Contractor for the completion of the additional work. With the execution of this

document the Contract Period will be modified to 126.0 Work Days.

Accounting ID No.(5-digit number): _____

Change Order No.: 001

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
				Add Row	Delete Row	TOTAL

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
	X		2528-8445110	Additional Traffic Control	\$30,690.00	1.000	\$30,690.00
	X		2528-8400048	Temporary Barrier Rail	\$66.00	268.000	\$17,688.00
	X		2527-9263118	Temporary Pavement Marking	\$55.00	3.200	\$176.00
	X		2527-9263180	Pavement Marking Removal	\$330.00	3.200	\$1,056.00
	X		2533-4980005	Pavement Marking Mobilization	\$4,345.00	1.000	\$4,345.00
	X		2525-0000100	Additional Traffic Signalization Work	\$3,850.00	1.000	\$3,850.00
				Add Row	Delete Row	TOTAL	\$57,805.00

H. Signatures

Accounting ID No.(5-digit number): _____

Agreed: _____
Contractor _____ Date _____

Change Order No.:001 _____

Recommended: _____
Project Engineer _____ Date _____

Approved: _____
Person in Responsible Charge _____ Date _____ Other (optional) _____ Title _____ Date _____
Contracting Authority (optional) _____ Date _____ Other (optional) _____ Title _____ Date _____
Iowa DOT Administering Office _____ Date _____

Approval is contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

FHWA Concurrence: _____
Federal Highway Division Administration _____ Date _____
(if required)

DISTRIBUTION (after fully executed on LPA projects): Original - Finance; Copies - Contractor, Project Engineer, Contracting Authority, Administering Office.

Date distributed: _____ Initials: _____

RESOLUTION NO. 29-R-2022-2023

**RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR THE
HIGHWAY 7 & 110 INTERSECTION PROJECT**

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the Highway 7 & 110 Intersection Project; and

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

WHEREAS, on February 7, 2022, the following bid for the construction of certain public improvements described in general as the Highway 7 & 110 Intersection Project, is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: Godbersen-Smith Construction, Inc.
Amount of bid: \$3,866,039.85
Portion of bid: All

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

Section 1. That Change Order No. 1 is hereby approved in the amount of \$57,805.00 increasing the total contract to \$3,923,844.85 with an additional 6 working days.

Section 2. That the Mayor and Clerk are hereby directed to execute Change Order No. 1 for the construction of said public improvements.

PASSED AND APPROVED this 21st day of November, 2022.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

11/21/2022

Agenda Item # F.15.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Dredge Spoil Site Master Plan Study- Worksession**

BACKGROUND: In March 2021, City Council selected Bolton and Menk to conduct a feasibility study for the best land use for the dredge spoil site. On October 18, 2022, Bolton and Menk presented the plan that included stakeholder input from community members, city staff and other stakeholders. The ability to fund improvements to implement the plan was a key concern of stakeholders, including City Council Members. As a means to offset the construction costs, the idea of selling portions of the property for commercial reinvestments was suggested.

FISCAL IMPACT: Total estimated Master Plan Capital Cost is \$6,900,000 with Tax Increment Financing funding a majority of the project.

For the first 3-5 years the city will need to budget \$300-\$500/acre for annual maintenance. After year 5, \$200/acre, and then \$100/acre for annual Maintenance.

Yearly maintenance for natural grass fields \$10,000-\$17,000 /year should be budgeted for annual maintenance.

Pickleball and tennis courts annual maintenance will be \$2,000 and within 5 years crack sealed and recolored for \$2,000 per court.

Annual liability insurance is estimated to be \$135,000-\$150,000/ year due to a limited amount of insurance companies offering recreation liability policies.

RECOMMENDATION: N/A

ATTACHMENTS:

[Storm Lake Dredge Site Report.pdf](#)

DREDGE SPOIL SITE MASTER PLAN STUDY



February, 2022

ACKNOWLEDGMENTS

PREPARED FOR:

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

PREPARED BY:

Bolton & Menk, Inc.
218 11th St. SW
Spencer, Iowa 51301



CITY STAFF

Keri Navratil - City Manager
David Derragon - Assistant City Manager
Mayra Martinez - City Clerk
Scott Bonebrake - Public Services Director

CITY COUNCIL

Mike Porsch - Mayor
Matt Ricklefs - Council Member
Maggie Martinez - Council Member
Kevin McKinney - Council Member
Maria Ramos - Council Member
Tyson Rice - Council Member

BOLTON & MENK PROJECT TEAM

Josh Pope, PE - City Infrastructure Engineer
Casey Byers, PLA - Project Manager, Principal
Landscape Architect
Natalie Jensen - Landscape Designer

TABLE OF CONTENTS

01 INTRODUCTION.....5

Community Overview
Site Context / Analysis
Geotechnical Evaluation

02 VISION.....15

Purpose of the Study
Stakeholder Input

03 MASTER PLAN OUTCOMES.....19

Design Principles
Suitable Land Use / Amenities
Project Costs & Implementation

Appendices:

- A.1 Geotechnical Report
- A.2 Council Work Session Presentation
- A.3 Dredge Site - Conceptual Site Plan

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Introduction | 01



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INTRODUCTION

COMMUNITY OVERVIEW

Storm Lake is a thriving community spanning over four square miles, with a population of 11,269 (according to 2020 estimates by Census.gov). The city's mission statement is **“Through teamwork create a welcoming environment that encourages economic growth, celebrates our unique blend of cultures, treasures our natural resources, and promotes recreational opportunities”**. It is this mission that has led to the desire to develop a recreation master plan for the Dredge Spoil Site, on the eastern edge of the City of Storm Lake. This site presents opportunities that achieve every aspect of the city's mission.

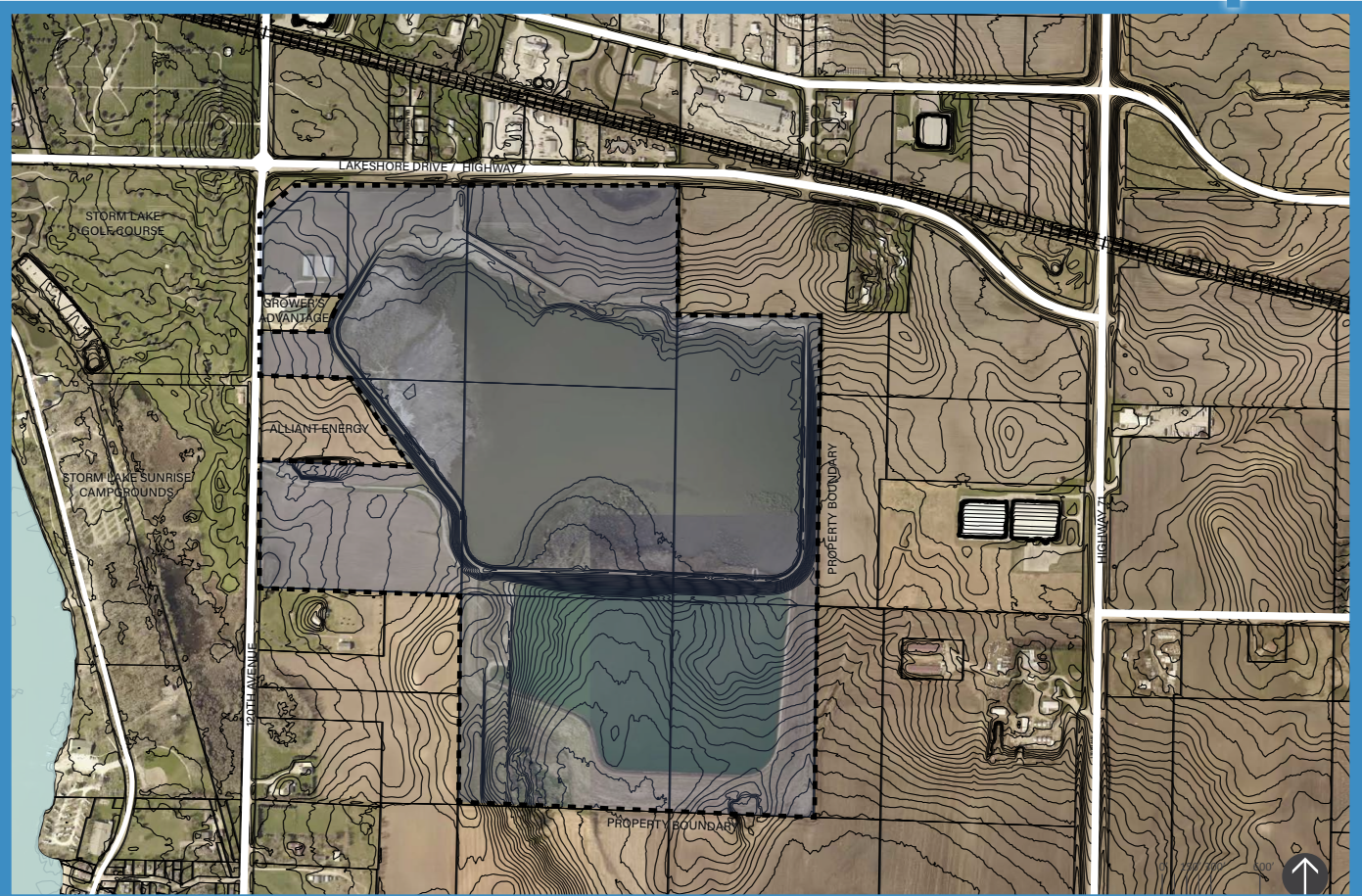
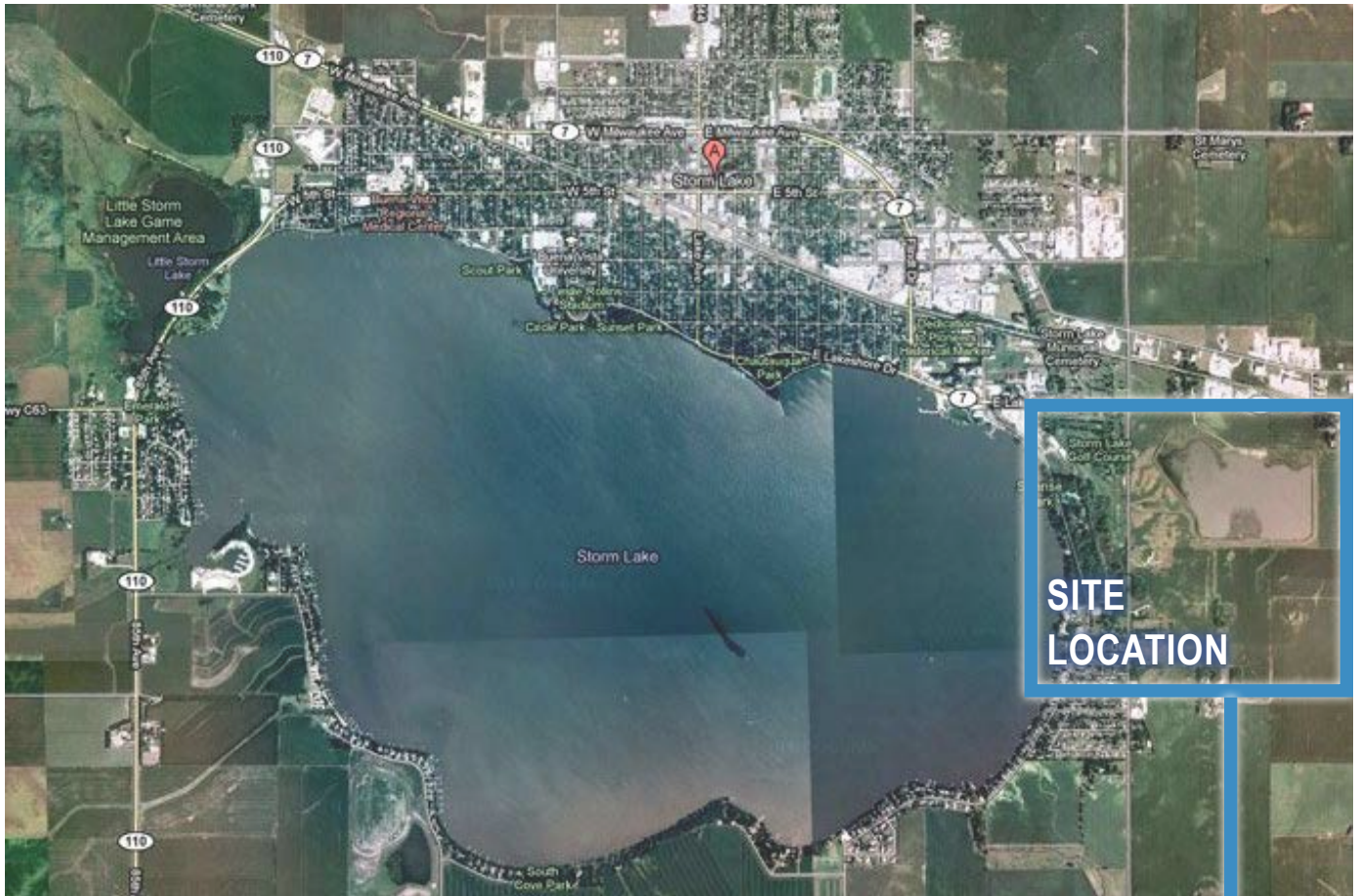
Over the years, the city has made improving the quality of life for its residents a priority. Updating city infrastructure, providing quality amenities,

and improving / protecting its natural resources have been a focus of City Council members and administration staff. Partnering with the Iowa Department of Natural Resources (Iowa DNR) and community members to improve the water quality of Storm Lake is a multi-faceted approach to protecting the community's greatest natural resource.

Dating back to the mid-1990s, the vision of improving water quality and water clarity in the lake was formalized by the collaboration between the city, the Lake Improvement Commission, and the Iowa DNR. The partners developed a plan for removing sediment from the lake, installing fish control structures, and implementing water scrubbing devices to reduce sediment loading of the lake.



Looking Toward Storm Lake, Above the Golf Course



SITE CONTEXT / ANALYSIS

Located in Buena Vista County, Storm Lake is the fourth largest glacial lake in Iowa spanning over 3200 acres. The Storm Lake watershed consists of 17,800 acres. With over 300,000 visits annually, nearby amenities such as a hotel and waterpark, golf course and campgrounds, Storm Lake is a significant source of tourism recreation revenue.

Initial dredging activities utilized a site on the south side of the lake until 2002. In 2003 a new dredge spoil site was established on the east side of the lake, in the corner of Highway 7 and Radio Road. Today, the property consists of 239 contiguous acres owned by the City of Storm Lake.

Dredging operations at the new site commenced in 2005. As of 2013, 6,205,000 cubic yards

of sediment had been removed from Storm Lake. In the fall of 2013, additional storage was added to the south end of the dredge site and is now considered the 'lagoon' or 'pond' area of the site. Dredging was completed in fall 2017. A bathymetric survey revealed approximately 655,000 cubic yards of sediment was dredged over the period of 2016-2017. A complete history and more detailed information on the dredge site and activities can be found on the following website, <https://bit.ly/DredgingHistory>.

The dredge spoil site is a unique landscape with dramatic differences in topography and land cover. The western and northern extents of the site consist of row crops, in a rotation of corn and soybeans. At the time of this study, the fields consisted of standing corn.



Dredge Site Pond, Looking East

The northern portion of the dredge site today is a vegetated landscape, consisting largely of invasive forbs species, with dense stands of willows and cottonwoods that have established voluntarily. At the time of this evaluation, the northern portion of the site was primarily dry, with a small area of standing water near the southeast corner of the dike that forms the northern edge of the pond basin. With the completion of dredging operations in 2017, the southern basin of the site has been dewatering with the standing water level continuing to drop.

The banks of the south basin are quite steep and there is a significant slope transition from the western agricultural fields to the main dredge spoil areas of the site.



Northern Portion of Dredge Site, Looking West

GEOTECHNICAL EVALUATION

Understanding the structural capacity and consistency of the existing on-site soils are important to determining if the dredge site is suitable for development. While it is anticipated that only portions of the site are proposed for development of buildings, structures, and site paving construction, knowing the depth to ground water and sub-soil conditions will inform how the site will drain, support plant growth, support footings, and other related considerations.

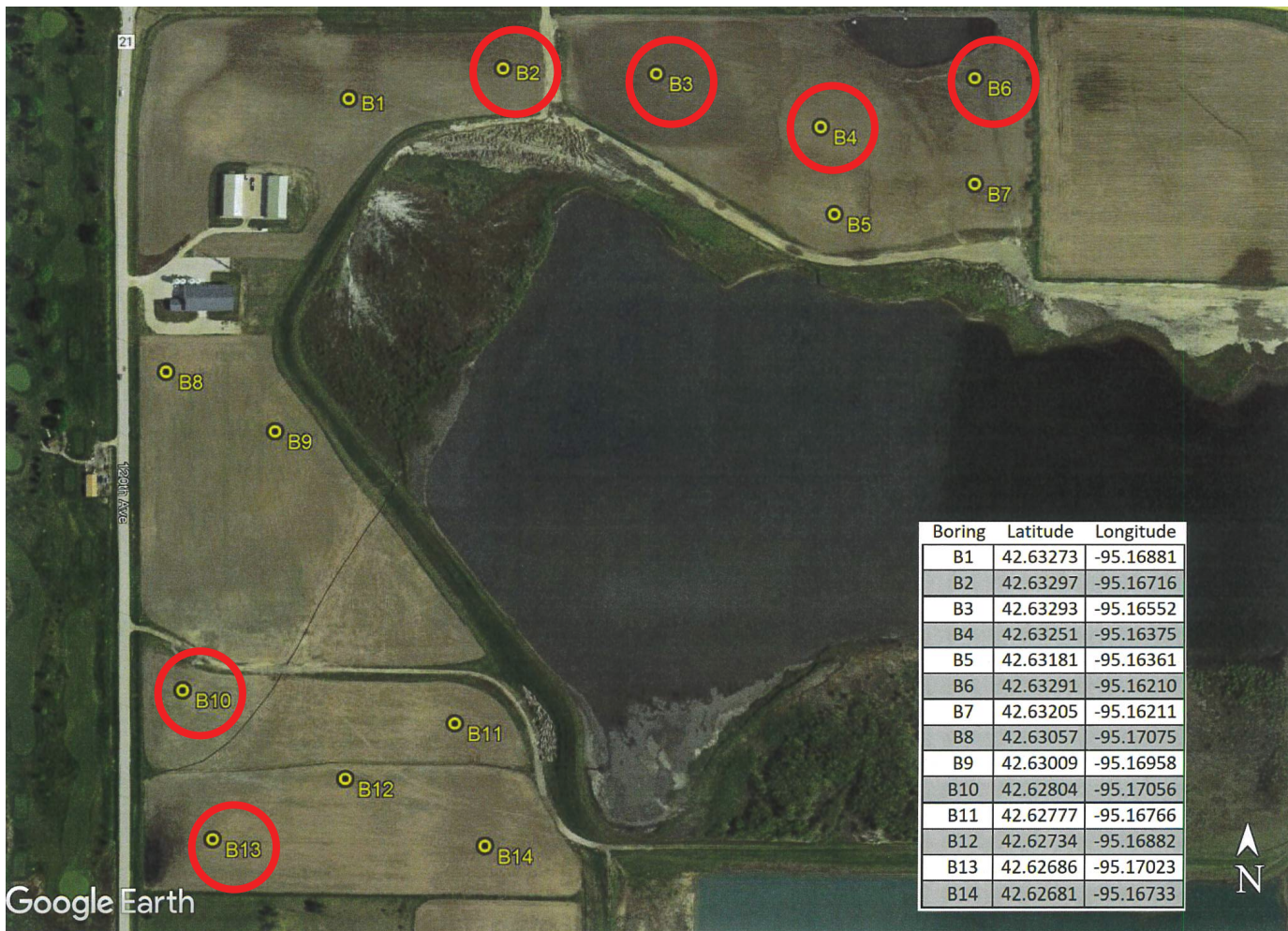
In the fall of 2021, a geotechnical investigation was performed by Certified Testing Services, Inc. A summary of the report findings is included below. The full contents of the report are included in the

appendix documents of this plan. The following summary includes excerpts from the geotechnical report, along with assumptions derived by Bolton & Menk regarding specific design/construction impacts and suggested considerations.

Geotechnical Report Summary

High Water Table:

Free water was encountered in Borings B2, B3, B4, B6, B7, B10, and B13 at depths ranging from 3 feet to 9 feet below the existing grade at the time of drilling.

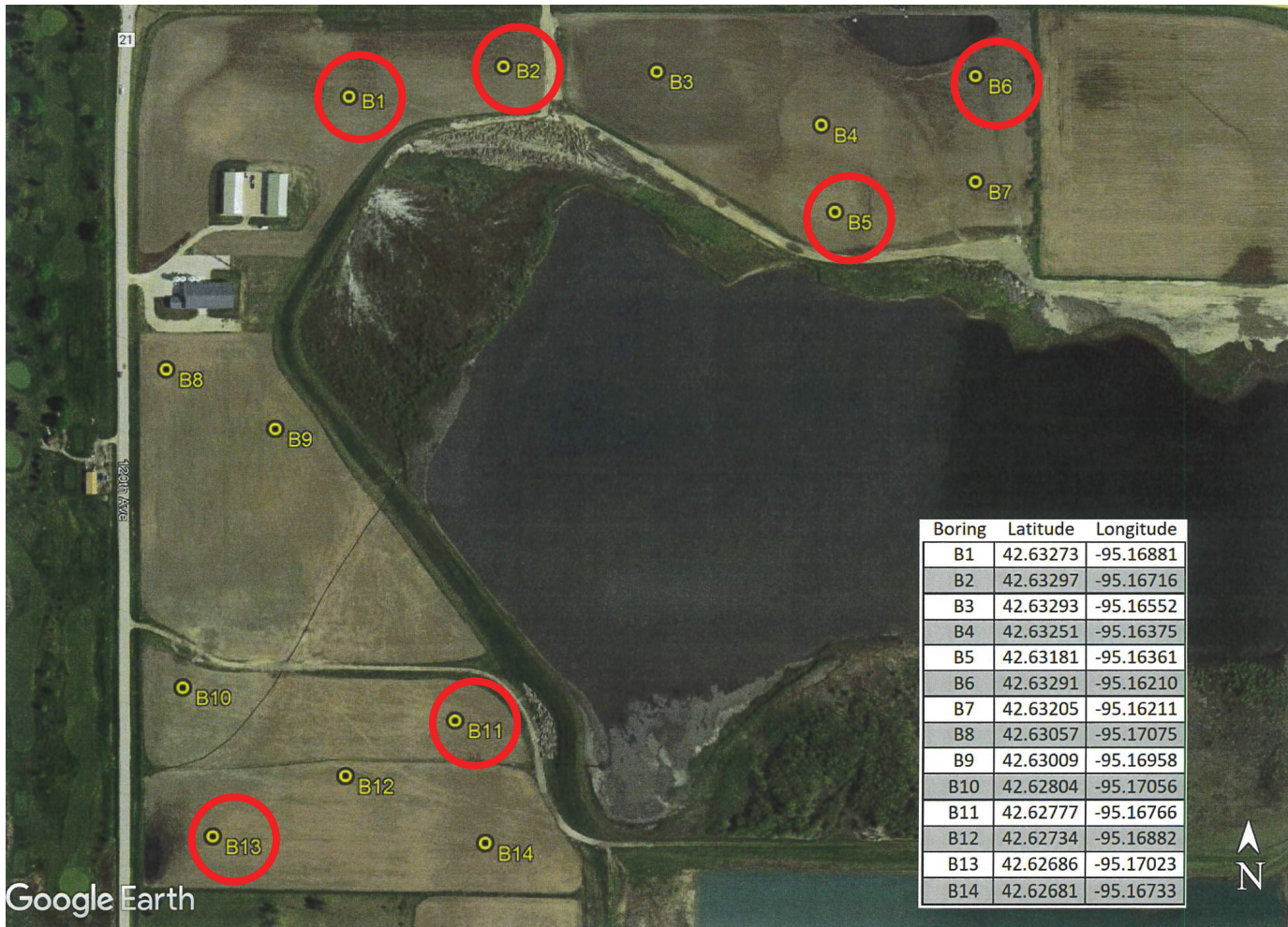


Soil Boring Locations Where High Water Level Was Encountered at Time of Drilling

Project/Site Impact: As seen from the aerial, areas of saturation are more prevalent along the northern area of the site. North of the spoil site extents, the site naturally drains to the north. Due to the high water table encountered at these boring locations, shallow detention areas and amenities with shallow excavation could be considered.

Building/Construction Concerns:

The **first concern** for potential buildings is the compressible materials that were encountered across the site, particularly in Borings B1, B2, B5, B6, B11, and B13.



Compressible Material Was Encountered at Several Soil Boring Locations, Which May Require Soil Correction or Structural Fill to Support Construction

Some form of corrective action will be required below the foundations and floor slabs in order to minimize settlement.

The **second concern** is the fat clay materials that were encountered near the existing ground surface in Borings B6 and B14.

Replacing the fat clay material within two feet below the bottom of footings, floor slabs and pavement with new structural fill may reduce the amount of vertical movement.

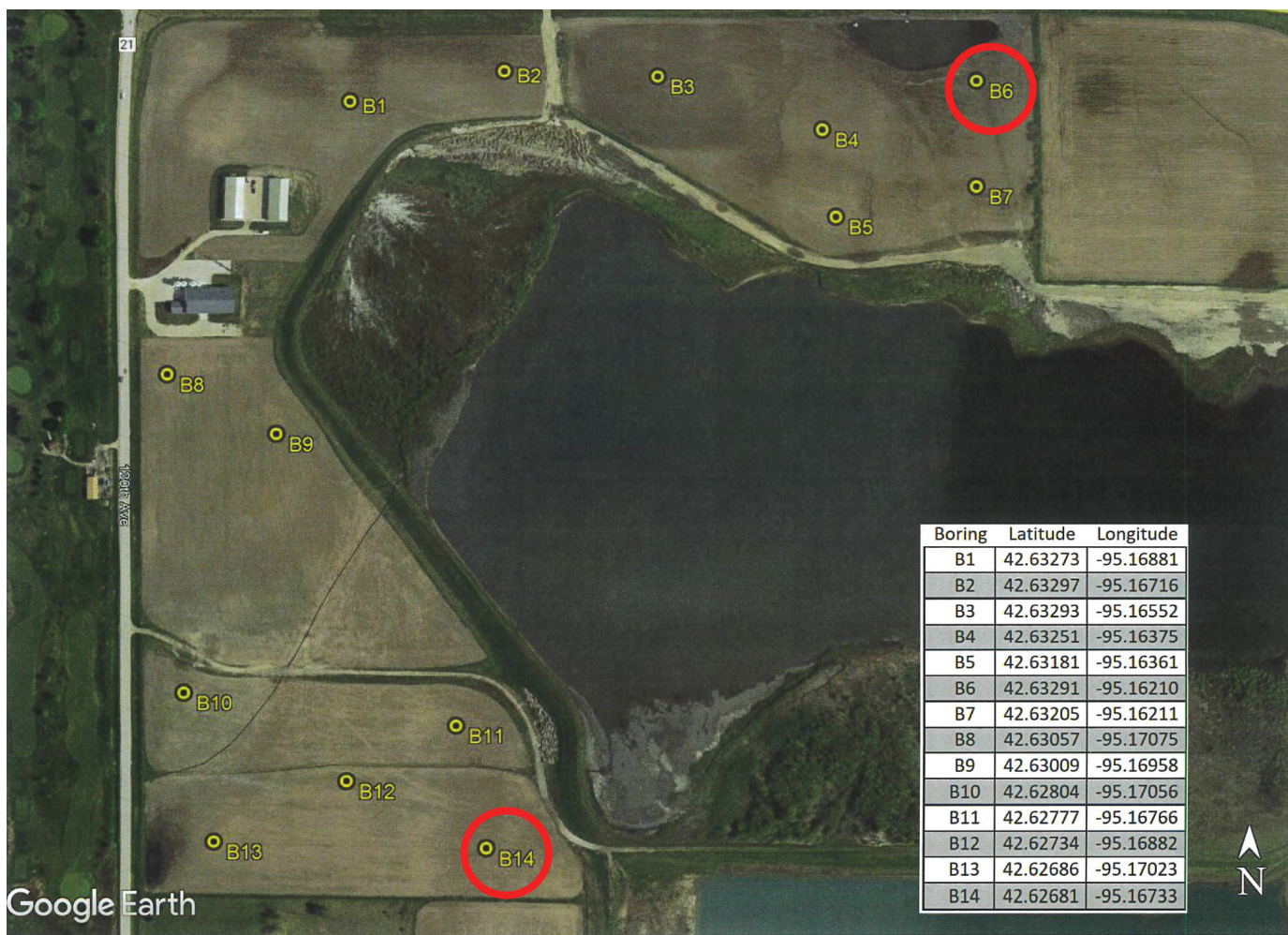
The **third concern** is for the potential for very moist to wet materials to be encountered in the construction areas, depending on the depth of cut/fill being required to bring the sites to grade.

CTS recommends that the design engineer include a bid item for stabilization in the bid documents.

The **fourth concern** is the potential for construction difficulties due to the high water table that was encountered in some of the borings at the time of drilling.

Sand materials were encountered and if sandy material is encountered in the excavations below the water table, sloughing of the sandy material will occur. In order to reduce the chance for sloughing to occur, CTS recommends that the sandy material be dewatered prior to excavating into the sandy material for construction safety. Excavating into the sandy material without dewatering first will cause sloughing that will increase construction costs and safety hazards to employees, particularly in trenches. Based on the materials encountered, it is CTS’s opinion that drawdown wells will not work on this site.

Project/Site Impact: As previously stated, granular or structural fill will likely be required for a depth of two feet below foundations, floor slabs, and site pavements for the areas indicated above. Recreation fields or open space amenities may be more suitable in the areas where lower soil density is expected. Construction activities in the areas where very moist or wet material were encountered will require additional measures and may be complicated. Additional stabilization and dewatering may be required.



Fat Clay Was Encountered at Boring Locations B6 and B14

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Vision

02



Image Credit: Prariehaven.com



VISION

PURPOSE OF THE STUDY

The purpose of the Dredge Spoil Site Feasibility Study is to explore the suitability of the dredge spoil site to be utilized as a recreation amenity for the City of Storm Lake. This study is meant to determine the appropriate mix of land use opportunities, location of amenities, and potential implementation costs of the proposed master plan. While evaluating the opportunities for the site, consideration for construction feasibility and life cycle costs are critical for the city to make informed decisions for developing the park and allocating the appropriate resources for maintaining the facility.

This study provides analysis of the existing site conditions and evaluates the suitability of various recreation amenities that have been considered for the dredge spoil site. The outcomes of the analysis and conceptual plan development provide planning level recommendations for the city to consider when evaluating the future of the site.

STAKEHOLDER INPUT

Parks, trails, and recreational amenities are critical to the wellbeing of all communities. Having a diverse offering of amenities and resources caters to the ever-changing recreation trends and diversity that is present in Storm Lake. Amenities should be accessible to all residents and appeal to users of different age groups and abilities.



Example of Mown Trails Winding Through the Prairie Landscape (Image not of Dredge Site)

Image Credit: Willistown.pa.us

Leading up to the execution of this plan, community members, city staff, and other stakeholders expressed an interest in the future of the project site. A mix of amenities and uses, both recreational and not, have been discussed over the years. Through discussions with the project stakeholders, the following list of possibilities served as the basis for consideration during site analysis and initial concept development:

- Event center
- Soccer/athletic fields
- Open-air shelter
- Exercise equipment
- Sports dome
- OHV (Off-road vehicle) park / trails
- Biking / hiking trails
- Gun range
- Educational amenities

- Overlook / seating areas
- Nature playscape
- Nature viewing
- Dog park
- Sledding hill
- Commercial development
- Pickleball / tennis facility
- Seasonal recreation
- Parking

The ability to fund improvements and commit to the implementation of the plan was a key concern of stakeholders, including City Council members. As a means to offset the construction costs, the idea of selling portions of the property for commercial development for reinvestment into the park amenities was introduced during early brainstorming sessions. This could provide an initial investment into the park improvements and help fund some of the site preparation and restoration efforts needed on site.



Example of Open-Air Shelter (Image not of Dredge Site)
Image Credit: Cedarforestproducts.com

Master Plan Outcomes

03



Image Credit: [Bearfoottheory.com](https://www.bearfoottheory.com)

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MASTER PLAN OUTCOMES

DESIGN PRINCIPLES

Preliminary concept development focused on defining appropriate land uses / activities for the park site. This was accomplished by developing the following design principles for the project:

Utilize / Compliment the Unique Qualities of the Site

- While the deposited dredging soils may not be suitable for many land uses, lower impact activities and nature focused amenities could be lower cost improvements that would complement the unique character of the site. Prairie restoration, trails, and viewing areas would create a unique opportunity for park visitors while taking advantage of the changing topography around the perimeter of the site.

Consider Access / Circulation to and Within the Site

- Recreation amenities will attract users/visitors of all ages. While the proximity of the site makes it an attractive addition to the City's park system, pedestrian access presents a challenge as the site is located at the outer edge of the city limits and flanked by two busier roadways. Planning for sidewalk/ trail connections across Highway 7 and Radio Road to connect to the lakeside trail along Sunrise Road should be studied further. Establishing this connection will allow safe and efficient connections for pedestrians/cyclists.
- Within the dredge site, the design should minimize the need for costly roads and lengthy access to amenities. Parking lots should have direct access to neighboring roads and avoid pedestrian / park user conflicts to the fullest extent possible.

Be Respectful of the Surroundings and Neighboring Land Uses

- This site resides at the entrance of the community for visitors traveling west on Highway 7. As such, amenities like an OHV park, shooting range, or similar should be avoided as these amenities tend to be higher impact and noisy, which is not necessarily what the community would want at its front door. This park should be a welcoming amenity for various age groups/abilities and consider different recreation styles. If implemented carefully, the park could be an attractive entrance to the community.

Not Compete with Similar Amenities in Storm Lake

- The vastness of this parcel presents seemingly endless recreation possibilities for the Storm Lake community. In evaluating what amenities should reside in the dredge site, the city should consider the offerings of the entirety of the existing park system. Amenities of the dredge spoil site shouldn't compete or duplicate existing community amenities. This park presents an opportunity to provide unique amenities and resources that may otherwise not be present or realistic at other city parks. Recreational activities should be attractive, inclusive for all, and provide equitable opportunities.



Example of Single Track Mountain Bike Trails (Image not of Dredge Site)

SUITABLE LAND USE / AMENITIES

A successful site plan for the dredge site will provide a diverse mix of recreational opportunities for the Storm Lake community while aligning to the project design principles stated above. Amenities should be right sized for the site, work well with the site conditions/constraints and the city must consider the life cycle costs and management of the facility when committing to the implementation of project elements. The proposed concept plan includes a mix of opportunities. **The following list includes suitable land uses and amenities proposed for the dredge spoil site:**

- Nature / conservation focused activities
- Nature viewing / birding
- Dog park

- Hiking / biking trails
- Prairie restoration
- Outdoor classrooms
- Open air shelters
- Restroom/concessions
- Disc golf
- Youth soccer / football
- Tennis / pickleball facility
- Natural playscape / playground
- Commercial development

While most of the proposed activities are typically enjoyed in the spring, summer and fall, the city should also consider promoting winter-use activities. The hiking and mountain bike trails present opportunities for winter hiking, snow-

shoeing, and cross-country skiing in the winter months. In early brainstorming sessions, a sledding hill was proposed as an opportunity for additional winter activities, to potentially utilize the existing side hills of the site. While the slopes may be conducive for this activity, the slope aspect is south and east facing. The hillside would likely not hold snow for extended periods in the winter. These areas also pose a public safety risk, due to the steep banks into the pond. The City should consider prohibiting sledding near the pond, due to the added risk of personal injury on the site.

Due to the changes in topography, soil type, vegetative cover, and presence of standing water, specific amenities are more suitable for specific areas of the site. The inventory, analysis, and geotechnical investigation help define certain “zones” within the park extents. Each zone includes certain land uses that fit well with the existing site conditions, based on what will be required for construction, operation, and maintenance of each proposed element.

Conceptual Land Use ‘Zones’

Commercial Development

As previously stated, a portion of the site could be suitable for commercial development. Existing commercial land use borders the west and north property boundaries. The creation of similarly sized commercial parcels would align with adjacent land uses and the sale of these parcels would contribute to the construction costs of proposed park amenities. Proximity of the commercial zone to neighboring commercial land use, as well as Radio Road and Highway 7, would provide efficient and practical utility and roadway access. This area also exists primarily as agricultural land and with minimal site/soil correction, this area best supports site development compared to other areas of the site.



Western Extents of the Dredge Site Looking North



Conceptual Land Use 'Zones' Diagram

Minimal Impact Area

This area is defined as the southern portion of the dredging site, currently the wet pond or lagoon. The pond is proposed to be left as is. Over time, the water level is anticipated to continue to lower through natural dewatering. In the future, consideration should be given for potentially removing or reducing the perimeter pond dike based on continued monitoring of the water level and site drainage patterns. Currently, these banks are quite steep and consideration should be given to limiting or closing off public access to the pond perimeter. Lessening the slope transition to the water's edge or pushing the side hills into the

pond to a safer bench transition into the water would improve some of the site hazards.

Conservation / Nature-Based Recreation Area

The northern portion of the dredging site is proposed to consist of relatively low-impact development of both passive and active recreation activities that provide a strong connection to the natural resources on the site. At approximately ninety acres in size, the majority of this area will be converted to a restored prairie landscape. Single track mountain



Example of Constructed Wetland

Image Credit: Easterlake.org

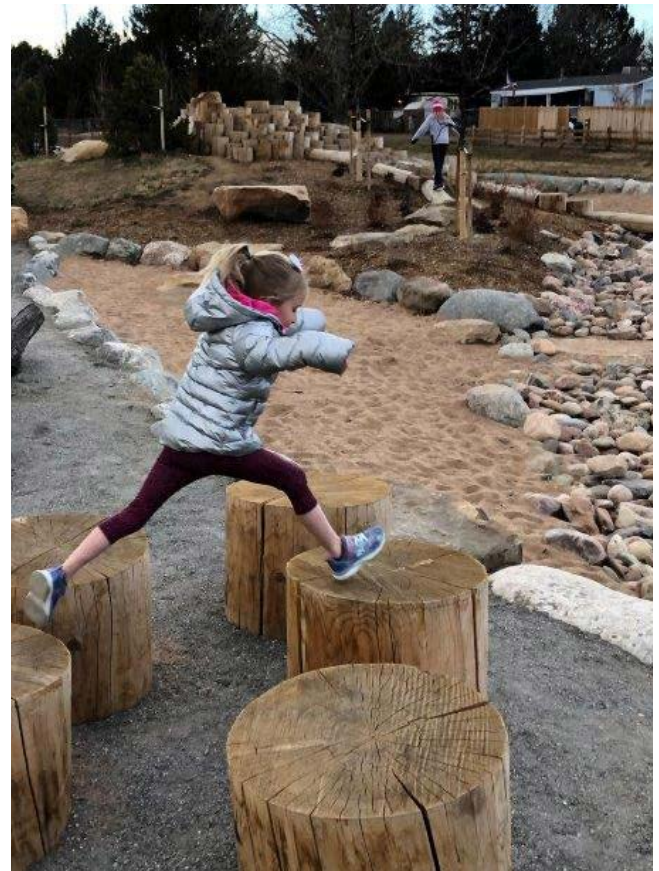
bike trails, hiking trails, and mown paths will wind through the site, providing access to miles of trails within the site.

The following includes a list of proposed amenities for this zone:

- Dog park
- Hiking / biking trails
- Prairie restoration
- Outdoor classrooms
- Open air shelter
- Restroom
- Natural playscape / playground
- Viewing areas / overlooks

Active Recreation Area

Upon consideration of existing active recreation within the city's park system, project stakeholders agreed that additional soccer fields and a pickleball/tennis facility would be appropriate for this site. Utilizing the existing agriculture land along the western extents of the site takes advantage of some of the flattest ground within the dredge site. In addition, the existing soils would support athletic fields better than other areas.



Example of Natural Playscape Character

Image Credit: Slidesandsunshine.com



Dredge Site Concept Master Plan (Refer to Appendix for Full Size Version of Figure)

PROJECT COSTS & IMPLEMENTATION

Development of the Dredge Site Master Plan is meant to be implemented in phases. How the plan is implemented will likely be driven by funding opportunities for specific components of the park. This is a complex site with a diverse offering of amenities and activities, opening the door for a variety of potential funding sources both public and private.

One of the initial steps in implementation of this plan, should be the pursuit of developing commercial parcels along the northern and western extents of the site. Preliminary analysis of similar real estate sales for comparable commercial development sites suggest that the identified parcels could generate a range of \$.28 - \$.37 / SF in real estate sales. With approximately 37 acres in commercial development on the site, this could generate potentially \$440,000 - \$592,000 in revenue to contribute, in part, to the park implementation.

Based on the Conceptual Park Master Plan included herein, the anticipated construction cost of the proposed improvements (based on February 2022 construction costs) is approximately \$6,900,000, which accounts for a 15% construction contingency and 20% in design fees. This is a planning level budget estimate based on conceptual master planning for the park improvements. This estimate does not include costs associated with commercial development or infrastructure necessary to serve any commercial development. Before any project moves forward, a detailed topographic survey should be completed, followed by a thorough design process. Projects will require additional site investigations. Depending upon the type of

project, additional soil boring and geotechnical analysis may be required.

When committing to project implementation, the city should consider both the construction cost and the life cycle / maintenance costs and operation of each facility. With nearly 140 acres of potential park development land, this is a substantial addition to the city's existing park system. From maintaining restored prairie, mowing/maintaining soccer fields, collecting trash and monitoring the park facilities, additional park staff will likely be required to successfully maintain the park.

The park master plan identified approximately 60 – 75 acres of prairie restoration. Based on the current vegetative cover, as well as the likelihood the existing dredge soil will contain a high amount of weed seed, it is anticipated that there will be considerable weed growth when the site is disturbed. Prior to any site preparation for the prairie areas, the city will need to eradicate the existing vegetation and implement a spray/ till cycle for one full year to kill existing vegetation and cut down on the seed bank in the soil. Upon completion of the prairie restoration, the city should expect an intensive maintenance period of 3-5 years, consisting of periodic mowing and weed management. For the first 3-5 years, the city should budget \$300 - \$500 / acre for annual maintenance. After year 5, \$200 / acre, then \$100 / acre for continued annual maintenance.

Development of a maintenance plan for the athletic facilities, including the pickleball, tennis and soccer areas, will also be important to promoting longevity of these facilities. For natural grass fields, \$10,000 - \$17,000 / year should be budgeted for annual maintenance including turf and irrigation maintenance, as well as upkeep of field accessories.

Pickleball and tennis courts will require approximately \$2,000 / court / year for annual maintenance. Ultimately, after about five years, the courts will need to be crack-sealed and re-colored at a cost of approximately \$2,000 per court per year.

The following includes a breakdown of the estimated project costs, by each major component of the park master plan:

TOTAL ESTIMATED MASTER PLAN CAPITAL COST = \$6,900,000

GENERAL SITE IMPROVEMENTS:

Parking Lots & Access Roads / Driveways = \$1,600,000

- Road Pavement
- Parking Lots
- Misc. Storm Sewer
- Common Excavation
- Aggregate Base

Misc. Site Restoration = \$750,000

- Trees (Small Caliper)
- Subdrainage/Storm Sewer
- Clearing and Grubbing
- Erosion / Sediment Control
- Misc. Landscape Improvements
- Lawn Areas (Seeding, Mulching, Fertilizer)
- Prairie Reconstruction (Grading, Preparation, Seeding)

CONSERVATION / NATURE-BASED RECREATION AREA:

Trails = \$350,000

- Hiking Trail (Crushed Aggregate): 2.3 miles
- Biking Trail (Dirt Single Track): 2.2 miles
- Mown Trail (Minor Improvements): 1.8 miles

Dog Park = \$450,000

- Dog Park Shelter
- Site Furnishings
- 6' Vinyl Coated Chain Link Fence
- Fence/Access Gates

Shelter / Restroom Building = \$690,000

- Shelter / Restroom Building - Furnish and Install
- Sanitary Sewer Service
- Water Service
- Plaza and Seating Area Concrete, 5"
- Concrete Pier Foundations, Shelter

Natural Play Area = \$235,000

- Playground Equipment
- Playground Installation
- Engineered Wood Fiber Mulch
- Playground Concrete Edge Restraint (8" Width)
- Aggregate Base, Playground

Seating Areas / Overlooks / Outdoor Classroom Spaces = \$70,000

ACTIVE RECREATION AREA:

Soccer Complex = \$1,200,000

- Irrigation
- Common Excavation
- Subdrainage
- Site Furnishings/Accessories
- Athletic Mix (Seeding, Mulching, Fertilizer)
- Storage Building - Furnish and Install
- Water Service
- Misc. Electrical
- Topsoil Strip, Salvage, Respread

Pickleball Courts = \$330,000

- Pickleball Court Concrete Edge Restraint
- Common Excavation
- Accessories
- Court Paving and Surface
- Aggregate Base
- 10' Coated Chain Link Fence

Tennis Courts = \$375,000

- Tennis Court Concrete Edge Restraint
- Common Excavation
- Accessories
- Court Paving and Surface
- Aggregate Base
- 10' Coated Chain Link Fence

Concessions / Restroom Facility = \$750,000

- Concessions / Restroom Building - Furnish and Install
- Sanitary Sewer Service
- Water Service
- Misc. Electrical



Staff Summary

11/21/2022

Agenda Item # F.16.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Second Amendment to Agreement with Tyson Foods, Inc.**

BACKGROUND: The City has an agreement with Tyson that states the City will furnish and sell water to Tyson for a period of 20 years. The term of the agreement ended November 30, 2022. The first amendment extended the terms of the contract to June 30, 2023. Tyson Foods is requesting the agreement to be extended to August 15, 2023. The new industrial rates that City Council adopted by Ordinance on June 19 will apply to the amended agreement.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve second amendment to agreement.

ATTACHMENTS:

[Tyson Water Agreement.pdf](#)

[Amended Agreement.pdf](#)

[SECOND AMENDMENT TO AGREEMENT \(amending term of water agreement with Tyson Foods\).pdf](#)

AGREEMENT

This Agreement is made and entered into between the City of Storm Lake, Iowa, a municipal corporation, hereinafter referred to as CITY, and TYSON Foods, Inc., a Delaware corporation, hereinafter referred to as TYSON.

HISTORY

On or about April 15, 1982, the CITY and IBP, Inc. entered into an Agreement relating to a lease to IBP of the Lagoon Wastewater Treatment Facilities owned by CITY. A companion agreement was designated as a "Supplemental Agreement" relating to the terms and conditions by which CITY would sell water to IBP. The latter Agreement was modified or clarified by a subsequent Statement of Agreement dated June 8, 1992 and a Letter of Understanding dated July 6, 1998.

IBP, Inc. was acquired by TYSON in the year 2001 and is now a wholly owned subsidiary of TYSON. As such, TYSON succeeded to all the rights and responsibilities of IBP, Inc. under the terms of the Supplemental Agreement. By its terms, the Supplemental Agreement, as modified, expired on June 30, 2002. Since that date, with no separate agreement relating to the purchase of water by TYSON from CITY in effect, TYSON has been purchasing water from CITY as an industrial consumer with no separate water service agreement in place. As such, TYSON is paying for water based upon the industrial rate for water consumers established by ordinance and is subject to the other terms and conditions relating to water consumers as set forth in the CITY's Code of Ordinances.

CITY is planning for a substantial water treatment plant improvement project to increase the capacity of the water treatment plant and to update the plant to meet current operational and regulatory standards as well as the addition of a new Dakota aquifer well and a new shallow well. In planning this project, CITY requires representations from TYSON regarding the amount of water production that TYSON will require in the future and a guarantee from TYSON that TYSON will be financially responsible for TYSON'S proportionate share of the cost of building these improvements.

This Agreement is therefore made to provide for a written contract with TYSON so that during the term of that contract, TYSON will be able to predict its water costs. The agreement is also made to provide the necessary representations and guarantee to CITY with regard to the planned water plant and well improvement projects. Except to the extent necessary to determine TYSON's obligations, as the successor to IBP, to pay for water consumed on or prior to June 30, 2002, the Supplemental Agreement dated April 15, 1982, the Statement of Agreement dated June 8, 1992 and the Letter of Understanding dated July 6, 1998 shall be void and of no further effect. The Agreement between the CITY and IBP dated April 15, 1982 related to the lease of the Lagoon Wastewater Treatment Facilities shall not be affected by the execution of this Agreement although TYSON has now succeeded to the rights and responsibilities of IBP, Inc. under the terms of that Agreement.

In consideration of the mutual covenants set forth herein, it is agreed by the parties as follows:

Section 1. Term. CITY will furnish and shall sell water to TYSON pursuant to the terms of this Agreement for a period of twenty (20) years, beginning December 1, 2002, which shall be the effective date of this Agreement.

Section 2. Water Supply. CITY agrees that it will maintain capacity to deliver 2,250,000 gallons of water per day to the Storm Lake facility of TYSON averaged out on a weekly basis but in no event in excess of 2,600,000 gallons on any one calendar day at a pressure range of 50-60 psi except when prevented from doing so by an act of God, war, terrorist act, plant breakdown, or when it is necessary to temporarily reduce pressure so as to permit emergency repair or emergency maintenance of a water distribution line. Furthermore, CITY agrees that all scheduled maintenance shall, to the extent practicable, take place on non-production days. TYSON may not exceed the consumption amounts set forth above until it has entered into a written agreement modifying the terms of this Agreement to the satisfaction of both parties.

If TYSON should consume water in excess of maximum allowable amount as set forth in this Agreement or in excess of such additional capacity as may be agreed to by separate written instrument, whichever applies, CITY reserves the right to restrict the flow to TYSON'S premises so that the maximum will not be exceeded, or to charge TYSON a surcharge in addition to the applicable rate or both such restriction and surcharge. The surcharge shall be an additional \$0.50 per 1000 gallons consumed in excess of the authorized daily peak volume. CITY agrees that it will not exercise its authority to restrict water flow without advance notice to TYSON and allowance of a reasonable time under the then existing conditions for TYSON to bring its water consumption into compliance with this Agreement. The surcharge shall not be imposed until CITY provides written notice to TYSON that its consumption is in excess of the amount authorized by this Agreement and that such excess consumption is unacceptable to CITY, and the surcharge shall only apply to excess consumption occurring after the date of notice to TYSON.

As a condition of purchasing water pursuant to this Agreement, TYSON agrees that during

the term of this Agreement, TYSON will not receive water from, or cross-connect to, water supplied from any other source, including its own wells, for use in its Storm Lake, Iowa plant.

Section 3. Compensation for Water Consumed. As a large user of water, TYSON shall not be required to pay the rate for water consumed based upon the Ordinances of CITY, but shall instead pay for water pursuant to the terms set forth in this contract. Initially, TYSON shall pay for water at the rate of \$1.66 per 1,000 gallons of water consumed. Payment shall be made on a monthly basis and shall be deemed delinquent if not paid within fifteen (15) days of the date of billing.

CITY may change the rate per 1,000 gallons of water consumed by TYSON, but subject to the limitations set forth herein. At the present time, the residential rate for household use within the City of Storm Lake, Iowa established by ordinance is \$2.40 per 1,000 gallons of water in excess of 1,500 gallons. At the present time, the commercial and industrial rate for water consumed in excess of 160,000 gallons of water established by ordinance is \$1.66 per 1,000 gallons. The ordinance rate for industrial use in excess of 160,000 gallons is therefore equal to 69.17% of the residential rate per 1,000 gallons for water used in excess of 1,500 gallons. The parties agree that the authority of CITY to change the water rate for TYSON is limited and that CITY may not charge TYSON an amount per 1,000 gallons which is more than 69.17% of the rate set for residential users by ordinance for consumption in excess of 1,500 gallons. The parties agree that if, during the term of the contract, the residential water rate established by ordinance increases or decreases, the rate payable by TYSON shall automatically increase or decrease as appropriate so that it will remain 69.17% of the rate set for residential users in excess of 1,500 gallons per month. The limitation on the ability of CITY to raise TYSON'S water rate shall not be a limitation on CITY'S right to amend its industrial water rate ordinance for industrial users who are not on a water contract.

Section 4. Water Systems Improvements. CITY represents to TYSON that beginning in the Fall of 2002 with completion not later than 2004, CITY will cause to be constructed the water system improvements described on Exhibit "A" hereto and incorporated by reference.

Section 5. Guarantee. In consideration of the rate guarantee set forth in Section 3, and in recognition of the fact that the CITY must build a water capacity into its water system which it would not need if TYSON were not present, TYSON guarantees that if it should cease operation in Storm Lake, Iowa during the term of the contract, or if for any reason TYSON should reduce its water usage below 28,600,000 gallons per month, TYSON will pay to CITY within thirty (30) days thereafter the sum set forth on Exhibit "B" attached hereto as set forth opposite the six (6) month period during which the triggering event occurred. In the alternative, TYSON may, in its sole discretion, elect to pay CITY a monthly water charge equal to the charge for 28,600,000 gallons at the current rate then in effect for each month the actual consumption is less than 28,600,000 gallons.

In the event that TYSON ceases operating in Storm Lake, but elects to pay the minimum bill based upon 28,600,000 monthly consumption and then sells the Storm Lake, Iowa TYSON facility, CITY will sell water to the purchasing entity pursuant to the terms of this contract, but such assumption shall not relieve TYSON of its obligation under this contract except that the sale shall not trigger the requirement that TYSON make the guarantee payment set forth on Schedule "B" for so long as the purchasing entity purchases and pays for the minimum water consumption of 28,600,000 gallons per month.

If TYSON should cease operation in Storm Lake, and thereafter elect to pay the minimum monthly consumption payment while attempting to sell the Storm Lake facility, and if such sale should not prove successful, TYSON may, at its option, continue making the minimum consumption

payments based upon 28,600,000 gallons per month, or it may at any time thereafter elect to make the one time lump sum guarantee payment. If TYSON elects to make the lump sum guarantee payment, the amount owing shall be the amount which would be owing as shown on Exhibit "B" attached for the first month TYSON does not make the minimum consumption payment.

The purpose of this Section is to guarantee that TYSON will pay its agreed 43% share of the \$7 million bonded indebtedness required to rehabilitate the plant and wells and if TYSON (or any successor) shall continue in operation for the full term of the contract, TYSON shall have paid its share of the bonded indebtedness through the rates that it is paying as set forth in Section 3. If TYSON shall have operated continuously during the term of the contract, except as previously provided, no amounts shall be due to CITY under the terms of this section. Furthermore, CITY agrees and acknowledges that TYSON shall only be responsible and liable for the rate payments and the possible guarantee payment as specified in this contract and shall not be responsible for any capital expenditures, maintenance, upkeep or any other operational expenses of the water treatment facility, wells or water distribution system.

Should the CITY be required to shut off water to the TYSON facility in Storm Lake, Iowa because of nonpayment of amounts owed pursuant to this contract, or pursuant to the contract ending June 30, 2002, or pursuant to the rate structure in effect for the period July 1, 2002 until the inception of this contract, that shutoff shall constitute a cessation of operation by TYSON and TYSON shall then and in that event be required to pay to CITY the amount set forth on Exhibit "B" opposite the six (6) month period during which the shutoff occurred in addition to any delinquent amounts then owing.

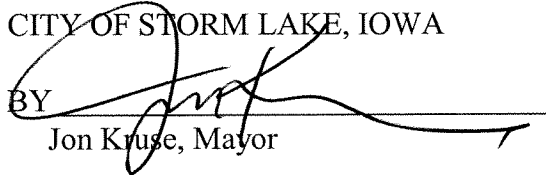
Section 6. Resale of Water. TYSON agrees that it shall not resell water purchased hereunder.

Section 7. Back Flow Preventer. TYSON shall have a back flow preventer installed at its cost on both the ten (10) inch water line and the six (6) inch water line serving TYSON's facilities and shall be responsible for ensuring that they are maintained in accordance with AWWA standards. TYSON shall have both back flow preventers inspected annually on or about the anniversary date of this Contract and shall provide CITY with a written copy of the inspection report within 30 days after completion of the inspection.

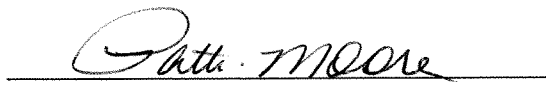
In Witness Whereof, the parties have executed this Agreement on the 13th day of November, 2002.

CITY OF STORM LAKE, IOWA

BY


Jon Kruse, Mayor

ATTEST:


Patti Moore, City Clerk

TYSON FOODS, INC.

By

 S.M.

ATTEST:



EXHIBIT "A"

DESCRIPTION OF PROJECTS

I. Water Treatment Plant Improvements Storm Lake, Iowa

The Water Treatment Plant Improvements project is designed to increase the capacity of the water treatment plant to 6 MGD and to upgrade the treatment plant to meet current operational and regulatory standards. The project will involve the construction of one new solids contact tank with associated chemical handling facilities and modification of the recarbonation system. The project will involve further modification of the existing four filters to increase their capacity and eliminate hydraulic restrictions. Two new filters will be constructed. Piping modifications including a separate header from the recarbonation system to the filters will be constructed. A fifth high service pump and modifications to the piping for the high service pump will be constructed. A new building entrance, including an access elevator to the second floor, will be provided. Disinfection system improvements will be added for the expanded capacity and to address the ammonia concerns in the raw water supply. Modifications to the existing building systems including the electrical and mechanical systems will be provided, along with a new SCADA control system. A new sludge thickener will be constructed and the existing backwash recovery tank will be modified to use as a backwash recovery system. The existing sludge press building will be modified to include pumping for the thickened sludge. Sludge handling will be converted from a gravity to pumped system. Site improvements, including additional parking, will be provided.

II. WELL FIELD IMPROVEMENTS

One new Dakota well is designed to produce approximately 1,000 gpm. A shallow well is also planned which should produce approximately 600 gpm. The project includes the two new wells, transmission main connecting the new wells to the water plant, land acquisition, engineering and administrative costs.

**Contingent Payment
Tyson Foods to
City of Storm Lake**

Exhibit "B"

<u>Period Operation Ceased</u>	<u>Amount of Payment</u>
12/1/2002 - 5/31/2003	\$ 3,000,000
6/1/2003 - 11/30/2003	\$ 2,925,000
12/1/2003 - 5/31/2004	\$ 2,850,000
6/1/2004 - 11/30/2004	\$ 2,775,000
12/1/2004 - 5/31/2005	\$ 2,700,000
6/1/2005 - 11/30/2005	\$ 2,625,000
12/1/2005 - 5/31/2006	\$ 2,550,000
6/1/2006 - 11/30/2006	\$ 2,475,000
12/1/2006 - 5/31/2007	\$ 2,400,000
6/1/2007 - 11/30/2007	\$ 2,325,000
12/1/2007 - 5/31/2008	\$ 2,250,000
6/1/2008 - 11/30/2008	\$ 2,175,000
12/1/2008 - 5/31/2009	\$ 2,100,000
6/1/2009 - 11/30/2009	\$ 2,025,000
12/1/2009 - 5/31/2010	\$ 1,950,000
6/1/2010 - 11/30/2010	\$ 1,875,000
12/1/2010 - 5/31/2011	\$ 1,800,000
6/1/2011 - 11/30/2011	\$ 1,725,000
12/1/2011 - 5/31/2012	\$ 1,650,000
6/1/2012 - 11/30/2012	\$ 1,575,000
12/1/2012 - 5/31/2013	\$ 1,500,000
6/1/2013 - 11/30/2013	\$ 1,425,000
12/1/2013 - 5/31/2014	\$ 1,350,000
6/1/2014 - 11/30/2014	\$ 1,275,000
12/1/2014 - 5/31/2015	\$ 1,200,000
6/1/2015 - 11/30/2015	\$ 1,125,000
12/1/2015 - 5/31/2016	\$ 1,050,000
6/1/2016 - 11/30/2016	\$ 975,000
12/1/2016 - 5/31/2017	\$ 900,000
6/1/2017 - 11/30/2017	\$ 825,000
12/1/2017 - 5/31/2018	\$ 750,000
6/1/2018 - 11/30/2018	\$ 675,000
12/1/2018 - 5/31/2019	\$ 600,000
6/1/2019 - 11/30/2019	\$ 525,000
12/1/2019 - 5/31/2020	\$ 450,000
6/1/2020 - 11/30/2020	\$ 375,000
12/1/2020 - 5/31/2021	\$ 300,000
6/1/2021 - 11/30/2021	\$ 225,000
12/1/2021 - 5/31/2022	\$ 150,000
6/1/2022 - 11/30/2022	\$ 75,000
	\$ -

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into between the City of Storm Lake, Iowa ("CITY"), a municipal corporation, and Tyson Foods, Inc. ("TYSON"), a Delaware corporation, for the purpose of amending an Agreement between CITY and TYSON dated November 13, 2002 governing the CITY's sale of water to TYSON (the "Agreement").

In consideration of the mutual covenants set forth herein, CITY and TYSON agree as follows:

1. Section 1 of the Agreement, captioned "**Term**," is amended to read as follows:

Section 1. Term. City will furnish and shall sell water to TYSON pursuant to the terms of this Agreement for a period of twenty (20) years and seven (7) months, beginning December 1, 2002, which shall be the effective date of this Agreement. Therefore, CITY shall furnish and sell water to TYSON pursuant to the terms of this Agreement through June 30, 2023.

2. All other sections of the Agreement are unchanged and remain in full force and effect.

In Witness Whereof, CITY and TYSON have executed this Amendment to Agreement on the _____ day of _____, 2022.

CITY OF STORM LAKE, IOWA

TYSON FOODS, INC.

By: _____
Michael Porsch, Mayor

By: Lonnie Porsch
Konnie Wood, Tyson Park
Complex mgr.

ATTEST:

ATTEST:

Mayra A. Martinez, City Clerk

_____, _____

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement is made and entered into between the City of Storm Lake, Iowa (“CITY”), a municipal corporation, and Tyson Foods, Inc. (“TYSON”), a Delaware corporation, for the purpose of amending an Agreement between CITY and TYSON dated November 13, 2002 governing the CITY’s sale of water to TYSON (the “Agreement”).

In consideration of the mutual covenants set forth herein, CITY and TYSON agree as follows:

1. Section 1 of the Agreement, captioned “**Term,**” is amended to read as follows:

Section 1. Term. City will furnish and shall sell water to TYSON pursuant to the terms of this Agreement for a period of twenty (20) years, eight (8) months and fifteen days, beginning December 1, 2002, which shall be the effective date of this Agreement. Therefore, CITY shall furnish and sell water to TYSON pursuant to the terms of this Agreement through August 15, 2023.

2. Even though this Second Amendment to Agreement is not executed by both of the parties until after June 30, 2023, the Agreement shall be considered to have not lapsed at the end of June 30, 2023, and shall be treated, for all purposes, as though the Agreement has remained in effect from November 13, 2002 through August 15, 2023.
3. All other sections of the Agreement are unchanged and remain in full force and effect. However, the parties recognize that the City’s water rates for Tyson, under the terms of the Agreement being extended, change, effective July 1, 2023, to rates equal to the commercial and industrial rates set forth in Section 3-5-1 of the Storm Lake City Code in effect as of July 1, 2023.
4. This Second Amendment to Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Second Amendment to Agreement and all of which, when taken together, shall be deemed to be but one and the same Second Amendment to Agreement. A digital or encrypted signature, facsimile or .pdf copy of a signature of a party hereto shall have the same effect and validity as an original signature.

In Witness Whereof, CITY and TYSON have executed this Second Amendment to Agreement on the _____ day of _____, 2023.

CITY OF STORM LAKE, IOWA

TYSON FOODS, INC.

By: _____
Michael Porsch, Mayor

By: _____
_____, _____

ATTEST:

ATTEST:

Mayra A. Martinez, City Clerk

_____, _____