

**CITY OF STORM LAKE
REGULAR COUNCIL SESSION MEETING,
CITY HALL
COUNCIL CHAMBERS
OCTOBER 3, 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. [Approve Primary Tow Service Agreement for the Storm Lake Police Department](#)
 - 3. [Storm Lake PD City Code Enforcement Summary](#)
- E. **Unfinished Business**
- F. **New Business**
 - 1. [Motion to Approve Agreement with ISG for Engineering Services for Well #22](#)
 - 2. [Motion to Approve Temporary Easement Agreement with Sally R. Brecher, and Saw et al](#)
 - 3. [Work Session - Dogs at Public Events](#)
 - 4. [City Council Requested Items](#)
- G. **Adjourn**

Meeting Protocol

If you wish to speak today, please:

- 1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition

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

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

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

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

Staff Summary

10/03/2022

Agenda Item # D.1.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez City Clerk

SUBJECT: Consent Agenda

BACKGROUND:

- The Consent Agenda Includes:
- List of Bills
- King's Pointe & Sunrise Pointe Disbursements
- September 19, 2022 City Council Minutes
- August 2022 Library Board Minutes
- August 2022 Airport Commission Minutes
- Motion to Approve the Primary Towing Service Contract with Storm Lake Towing for FY 2022-2023 for SLPD.
- Approve Jean Camerer Renewal Application for Cemetery Board (3 year term)
- Approve Storm Lake Police Department City Code Enforcement Update

FISCAL IMPACT:

The City Will Pay The Following Expenditures:

- List of Bills: \$1,536,158.38
- King's Pointe & Sunrise Pointe Golf Course Bills: \$252,842.64

The City Will Receive The Following Income:

- Renewal Liquor License Fees: 0.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

[Expense Report 10/3/2022.pdf](#)

[Council Minutes 9/19/2022](#)

[King's Pointe Claims 9.15.2022 to 9.28.2022.xlsx](#)

[Library August 2022 Minutes.pdf](#)

[Airport Minutes 08/08/2022.pdf](#)

[Fareway Store #461 Liquor Application 2022.pdf](#)

[Renewal Application Cemetery Board - Jean Camerer - 3 year term.pdf](#)



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 09/22/2022 - 10/05/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Buena Vista County Solid Waste	BVC	Recycling	222.04
		BVC Total:	222.04
Contract/Agreement			
Godbersen-Smith Construction Co., Inc	Contract/Agreement	Pay #6 of Hwy 7/110 Intersection	334,550.55
Kramer Well Drilling, LLC	Contract/Agreement	Pay #5 of Fiber Improvements - 2021	100,602.26
SCE, LLC	Contract/Agreement	Pay #2 of 4th Street Watermain Improv	53,897.30
I & S Group, Inc	Contract/Agreement	Test Well Assistance	37,790.00
Hydro-Klean, LLC	Contract/Agreement	Pay #5 (Final) of 2021 CIPP Improvements	9,022.85
I & S Group, Inc	Contract/Agreement	Draft Services	19,960.45
	Contract/Agreement Total:	555,823.41	
Local			
MidAmerican Energy Company	Local	Electric Services	77,332.48
Rebnord Technologies, Inc	Local	Fiber Project Oversight & Network Integration	45,775.00
KB Contracting, LLC	Local	Storage Building- Less Overhead Door	27,841.00
Stanton Electric, Inc	Local	Banshell Electrical Repairs	9,118.00
Loews Custom Carpets Inc	Local	Carpet Replacement	8,147.60
Rebnord Technologies, Inc	Local	IT Service Agreement	6,733.18
Schuelke Powersports	Local	Portable Generators	2,782.00
Rent-All, Inc	Local	Skidloader Rental	2,296.85
Bomgaars Supply, Inc	Local	Supplies	2,177.33
Smith Concrete Service Inc	Local	Concrete	1,447.38
Arnold Motor Supply, LLP	Local	Supplies	1,078.57
Rebnord Technologies, Inc	Local	UPS Replacement	799.90
Smith Concrete Service Inc	Local	Concrete	657.90
L & G Products, Inc	Local	Seed	585.00
Edwards Storm Lake	Local	Add'l Cost on AC Unit	413.20
Wiese Plumbing & Heating, Inc	Local	Sink Faucet Repairs	347.04
Plumbing & Heating Wholesale, Inc	Local	Pipe	316.24
L & G Products, Inc	Local	Wattles	315.00
Thermo King of Sioux Falls	Local	Air Leak Repairs	302.13
Wiese Plumbing & Heating, Inc	Local	Water Line Repairs	263.61
Qwest Corporation	Local	Phone Service	249.64
Edwards Storm Lake	Local	Battery Replacement	232.33
North Lake Truck Repair	Local	Mirrors	230.89
WalMart #01-1526	Local	Supplies	195.71
Visual Edge Inc	Local	Copier Maintenance Agreement	233.95
North Lake Truck Repair	Local	Wiper Blade & Mirror Bracket	87.81
A & A Automotive	Local	Service	72.10
O'Reilly Automotive Inc	Local	Brushes & Supplies	53.96
La Juanita	Local	9/19/2022 Taco with a Cop- Less Tax	51.75
Plumbing & Heating Wholesale, Inc	Local	Supplies	43.78
O'Reilly Automotive Inc	Local	Supplies	40.68
Rebnord Technologies, Inc	Local	Licenses	40.00
A & A Automotive	Local	Tire Repairs- Less Tax	32.65
Storm Lake Hydraulics Co, Inc	Local	Plug	5.58
L & G Products, Inc	Local	Cut Wattle Credit	-420.00
	Local Total:	189,880.24	
Non-Local			
Charles Sargent Irrigation Company, Inc	Non-Local	Well #20 Repairs	261,888.00
Ziegler, Inc	Non-Local	Compact CAT Track Loader	56,202.00
Van-Wall Equipment, Inc	Non-Local	Mower	38,835.38
Electric Pump Inc	Non-Local	UV Bulb Bank Replacement	35,540.50

My Buy Local_v1

Payment Date Range: 09/22/2022 - 10/05/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
Winther, Stave & Co., LLP	Non-Local	Audit Services	15,000.00
Electric Pump Inc	Non-Local	A Basin Pump	7,213.58
Mississippi Lime Company	Non-Local	Lime	20,428.77
Hawkins, Inc	Non-Local	Hydro Acid	5,583.85
Schaeffer Manufacturing Company	Non-Local	Oil	4,332.35
Iowa Stormwater Education Partnership	Non-Local	FY2023 Membership	3,780.00
Contractor Solutions, LLC	Non-Local	Tripod Winch	3,587.92
NW Iowa Planning & Development Commi	Non-Local	SHIELD Draw FY2023	3,500.00
Contractor Solutions, LLC	Non-Local	Portable Trash Pump	3,315.31
Smith Fertilizer & Grain	Non-Local	Beet Juice	3,079.24
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	2,659.50
Micronics Engineered Filtration Group, Inc.	Non-Local	Caps	2,443.06
Linde Inc	Non-Local	Carbon Dioxide	2,144.62
PHC Inc.	Non-Local	Defroster Kits	2,067.11
Contractor Solutions, LLC	Non-Local	Safety Harness	1,241.73
Electric Pump Inc	Non-Local	Socket	1,203.50
Diversified Inspections/ITL Inc	Non-Local	Inspection Services	984.18
Martin Marietta Materials, Inc	Non-Local	Rock	1,638.00
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	772.55
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	712.40
Rice Signs LLC	Non-Local	Signs	632.60
Hach Company	Non-Local	Testing Supplies	445.92
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	422.00
Martin Marietta Materials, Inc	Non-Local	Rock	416.81
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	409.00
Fisher Scientific Company, LLC	Non-Local	Testing Supplies	343.44
Utility Supply of America, Inc	Non-Local	Distribution Grade Books	300.51
Iowa Dept of Education	Non-Local	2023 Conf Reg- Lyngaas	250.00
Pitney Bowes	Non-Local	Postage Machine Agreement	249.99
Erik E Mosbe	Non-Local	Filters, Belts, Elements	234.74
Hach Company	Non-Local	Testing Supplies	234.69
Ahlers & Cooney, P.C.	Non-Local	Urban Revit Services	220.00
Midwest Breathing Air, LLC	Non-Local	Quarterly Air Testing	219.60
W. W. Grainger, Inc	Non-Local	Supplies	191.56
Sioux City Mercy Medical Clinic	Non-Local	6/21/2022 Eliwise Panel	175.57
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	161.80
Digital Ally Inc	Non-Local	Cable	135.00
Iowa Association of Municipal Utilities	Non-Local	9/21/2022 Workshop Registration- Christiense	135.00
Cintas First Aid & Safety	Non-Local	First Aid Supplies	128.65
Utility Supply of America, Inc	Non-Local	Grade Books	109.00
Eagle Engraving, Inc	Non-Local	Engraving	94.40
Iowa Lakes Regional Water	Non-Local	Water Service	86.06
Marcus Lumber Company Corp	Non-Local	Door Frame Supplies	75.72
Ahlers & Cooney, P.C.	Non-Local	UR Services	66.00
Ace Sign Displays	Non-Local	Sponsorship Plaques- Less Tax	60.00
Crysteel Truck Equipment, Inc	Non-Local	Cable	53.00
Ahlers & Cooney, P.C.	Non-Local	Brash LLC DA	50.00
Marcus Lumber Company Corp	Non-Local	Paint	45.46
Steven A Beeck	Non-Local	Window Cleaning Services	41.00
Northwest Iowa League of Cities	Non-Local	9.15.2022 Meeting Registration	40.00
Marcus Lumber Company Corp	Non-Local	Supplies	36.45
W. W. Grainger, Inc	Non-Local	Binders	24.19
Ahlers & Cooney, P.C.	Non-Local	Vetter Equip DA	22.00
Non-Local Total:			484,263.71
Payroll/Refunds			
Iowa District Court	Payroll/Refunds	Court Garnishment	25.00
Payroll/Refunds Total:			25.00
Grand Total:			1,230,214.40

**CITY OF STORM LAKE CITY HALL COUNCIL CHAMBERS REGULAR COUNCIL
SESSION MEETING, SEPTEMBER 19, 2022, 5:00 PM**

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

Staff present: Assistant City Manager David Derragon, City Attorney Phil Havens, Police Chief Chris Cole, Fire Chief Glenn Schlessler, King's Pointe Manager Amy Von Bank, Building and Code Compliance Director Scott Oleson, 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 Deputy City Clerk Nelda Kirkholm.

Media Present: Ryan Thompson with KAYL Radio.

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

Pledge of Allegiance

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

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

Hear the Public – No comments from the public. Mayor Porsch read two proclamations. The first proclamation was for Fire Prevention Week proclaiming October 9th to October 15th, 2022, as Fire Prevention Week in Storm Lake, Iowa. The second proclamation was to proclaim The City discontinuing the Water Conservation measures for users of the Storm Lake Water system as of September 19th, 2022.

Mayor Porsch also informed the Council and the Public about two awards that the Storm Lake Police Department and the City were recipients of. Thursday September 15th, 2022, the Storm Lake Police Department received the 2022 Secretary of Defense Employer Support Freedom Award. They were one of fifteen employers out of 2700 nominations from across the country that were selected for the award and the first public employer selected from the State of Iowa. This is the highest recognition given by the U.S. Government to employers for their support of their employees who serve in the National Guard and The Reserve. Congratulations Chief Cole and the entire Storm Lake Police Department as this is an entire department award. All of the people in the Storm Lake Police Department from the Chief down to all of the officers have stepped up to cover shifts and support the families and officers while the guardsmen and reserves have been deployed and have attended training. Thank you to officers and guardsmen Bravo and Munden for taking the time and effort to submit your nomination. Also, City Manager Keri Navratil is attending the ICMA meeting in Columbus, Ohio and will be receiving an award for Storm Lake for the Community, Equity and Inclusion Award for the Storm Lake Community outreach programs. This award recognizes influential contributions to local government management and demonstrates how the profession enhances the quality of life in our cities, towns and counties. This is an international award the City is receiving. We were selected for this award based on the innovative neighborhood outreach programs of our Storm Lake Police Department under Chief Cole and his staff, along with participation from some of the Storm Lake City departments. Thank you, Chief Cole, for your innovative ideas, programs and participation. Also, thank you to all, this is a community award, and we should be proud of this award.

Consent Agenda - Moved by Council Member Martinez to approve the Consent Agenda, list of bills, Check #'s 78884 through 78948, EFT #'s 927, 3325 through 3379, King's Pointe and Sunrise Pointe disbursements, approve the September 19, 2022 City Council minutes, approve new liquor license for Denoches Bar Dance Club, approve new application from Nathaniel Kitzrow for the Airport Commission (3 year term) and renewal application from Nancy Johnson for Civil Service Board (3 year term), approve the Amended Warehouse Storage Facilities Agreement, and approve SLPD City Code Enforcement update. Seconded by Council Member McKinney. Vote: All ayes with Council Member Rice absent. Motion carried.

Unfinished Business – No items at this time.

2022 Fall Clean Up Program - Moved by Council Member Ricklefs to approve holding the 2022 Storm Lake Proud fall clean up on October 8, 2022, with proceeds directed to Upper Des Moines. Seconded by Council Member Ramos. Vote: All ayes with Council Member Rice absent. Motion carried.

2021 CIPP Sanitary Sewer Improvements Project - Moved by Council Member McKinney to adopt Resolution No. 15-R-2022-2023 approving final completion, Change Order no. 2, and final payment of the 2021 CIPP Sanitary Sewer Improvements project. Seconded by Council Member Ricklefs. Roll call vote: All ayes with Council Member Rice absent. Motion carried.

**RESOLUTION NO. 15-R-2022-2023
RESOLUTION ADOPTING CHANGE ORDER NO. 2 FOR THE
2021 CIPP SANITARY SEWER IMPROVEMENTS PROJECT, FINAL PAYMENT
AND PROJECT CLOSE OUT**

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 Radio Park Lift Station 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 \$371,769.35 was awarded to Hydro Klean for the project; and

WHEREAS, on July 6, 2022 Change Order No. 1 to the contract was approved for an increase of \$5,138.00 to the contract for a total contract amount of \$376,907.35 and an additional two (2) days.

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 quantity reconciliation of items and a decrease of \$19,417.75 to the contract, for a final contract amount of \$357,489.60, with a final payment of \$9,022.85.

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

PASSED AND APPROVED this 19th day of September, 2022.

Michael Porsch, Mayor

ATTEST:

Nelda Kirkholm, Deputy City Clerk

FEMA BRIC and HMA Grants - Moved by Council Member Martinez to adopt Resolution No. 16-R-2022-2023 approving Amendment No. 3 to the agreement with Bolton-Menk for Engineering Services related to a FEMA BRIC and HMA Grant application 2022. Seconded by Council Member McKinney. Roll call vote: All ayes with Council Member Rice absent. Motion carried.

RESOLUTION NO. 16-R-2022-2023

A RESOLUTION APPROVING AMENDMENT NO 3 TO AN AGREEMENT WITH BOLTON & MENK, INC. FOR ENGINEERING SERVICES RELATED TO A FEMA BRIC APPLICATION 2022

WHEREAS, the City of Storm Lake has entered into a engineering agreement dated August 2, 2021 for assistance in developing an application for a FEMA BRIC project 2021, and,

WHEREAS, the City and Bolton & Menk, Inc. have twice before amended their agreement, and

WHEREAS, the City was not successful in the national FEMA BRIC process in 2021 for a drought mitigation project; and,

WHEREAS, the City desires to make a second application for a drought mitigation project in the 2022 FEMA BRIC Application program; and,

WHEREAS, the City desires to have professional assistance in the process of updating engineering drawings, details, and cost estimates for the application, and if awarded, engineering services for design and construction management and has selected, following a competitive process the firm of Bolton & Menk, Inc.

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

SECTION 1. The City Council hereby approves the proposed Amendment No. 3 to the August 2, 2021, development agreement.

SECTION 2. The City Council hereby authorizes the Mayor to sign Amendment No. 3.

PASSED AND APPROVED this 19TH day of SEPTEMBER 2022.

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE

Michael Porsch, Mayor

ATTEST:

Nelda Kirkholm, Deputy City Clerk

City Council Requested Items – No items at this time from Council members.

Adjourn - Moved by Council Member Ramos to adjourn at 5:19 pm. Seconded by Council Member McKinney. Vote: All ayes with Council Member Rice absent. Motion carried.

King's Pointe Resort

Claims Publication

From 9/15/2022 to 9/28/2022

Vendor	Description	Amount
360 Custom Designs, LLC	Services	\$ 32.42
ACCO Unlimited Corporation	Supplies	\$ 4,397.28
Alpha Media	Advertising	\$ 400.00
Amazon Capital Services, Inc	Supplies	\$ 1,359.22
C&B Operations	Refund	\$ 200.00
Central Iowa Distributing	Supplies	\$ 298.76
Cintas Corporation	Supplies	\$ 421.06
Copper Cottage	Services	\$ 2,184.80
COUNSEL	Services	\$ 316.05
Doll Distribution	Beverages	\$ 1,414.50
ECOLAB	Supplies	\$ 297.96
Grainger	Supplies	\$ 1,009.80
Gray Media Group DBA KTIV	Advertising	\$ 1,365.00
GuestSupply	Supplies	\$ 16,265.22
Hermel Wholesale	Food	\$ 694.48
HyVee	Beverages	\$ 952.19
Imagine The Possibilities Inc	Services	\$ 150.00
Johnson Brothers	Beverages	\$ 140.50
KAYL/KKIA	Advertising	\$ 1,345.06
Lakeshore Cyclery, Inc.	Services	\$ 4,832.98
Laurens House of Print, LTD	Services	\$ 1,147.92
Loffredo Gardens	Food	\$ 1,500.97
Long Lines LLC	Utilities	\$ 1,015.09
M3 Accounting Services Inc.	Services	\$ 598.07
Martin Brothers	Food	\$ 9,184.83
MidAmerican Energy	Utilities	\$ 21,439.04
Munters Corporation	Services	\$ 17,234.79
Office Elements	Supplies	\$ 713.72
Olsen Welding & Machine	Services	\$ 545.00
Pepsi Beverages Company	Beverages	\$ 1,534.27
Plumbing and Heating Wholesale, Inc.	Supplies	\$ 82.75
Precision Dynamics Corporation	Services	\$ 1,010.30
Sceptre Hospitality Resources, LLC	Services	\$ 3,565.62
SGS, LLC	Services	\$ 60.00
Shift 4	Services	\$ 596.00
Spencer Radio Group	Advertising	\$ 110.00
Steve's Window Service	Services	\$ 362.00
Storm Lake Ace Hardware	Supplies	\$ 311.80
Sysco Iowa, Inc.	Food	\$ 13,598.23
Teresa Stall	Refund	\$ 200.00
The Nutting Company	Advertising	\$ 750.00
UPS	Services	\$ 2.42

Verde Outdoor Media LLC	Advertising	\$ 1,850.00
Wells Fargo Financial Leasing, Inc.	Services	\$ 235.18
W-O Mgmt Fee- August 2022	Agreement	\$ 24,607.97
W-O Payroll 9/16/2022	Payroll	\$ 112,509.39
		<u>\$ 252,842.64</u>

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



Library Board Meeting, City of Storm Lake, August 8, 2022, 4:00 p.m. hybrid and telephonic due to the Pandemic

Present: Board President Mary Kay Hudspeth, Jim Eliason, Sarah Freking, Sue Lyngaas, and Barb Wells. Also present, Elizabeth Huff, Library Director.

Board President Hudspeth called the meeting to order at 4:01 p.m.

Disclosures by Board Members - None

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

Public Hearing – None

Witter Gallery Report – None. Board President Hudspeth said the Agreement Draft is with City Attorney Havens and more information will be discussed under Agenda #9, Alcohol Policy.

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

Director's Report – Board Members had no questions on the Calendar, Bar Charts or Ledger. Library Director noticed a dip in July attendance which may be due to resumed vacation travel after lockdown and an increase in new variant B.a.5 COVID cases. The Summer Reading Bingo Logs ended on August 6, 2022, and there were 28 Blackout Winners. Trustee Eliason visited the pop- up tent library booth at Kids Fest which was successful. The Library Director has one day of vacation remaining and will use it in September or October. The Council set a public hearing for the Library HVAC system on August 15. Board Member Lyngaas asked about the open position and was told there were applications to consider.

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

Approval of the No Alcohol Policy – Board President Hudspeth said the policy change is advice from City Attorney Havens to make the library consistent with the No Alcohol Policy for all City of Storm Lake properties and premises. Moved by Board Member Wells to approve a policy on no alcohol on the library property or its premises. Seconded by Board Member Lyngaas. Vote all ayes. Motion carried.

Library Board Member Requested Items – Board Member Lyngaas asked about attending the Public Hearing regarding the HVAC system on August 15. The Library Director encouraged Board attendance.

Adjournment – Moved by Board Member Wells to adjourn the meeting at 4:32 pm. Seconded by Board Member Lyngaas. Vote all ayes. Motion carried.

Elizabeth Huff, Library Director - Please note the above is an unapproved draft of minutes and will be approved by the Board of Trustees on September 12, 2022.

**Storm Lake Airport Commission
Regular Meeting, Airport Terminal
Monday, August 8, 2022, 4:00 PM**

Present: Commission Members Bob Ansoerge, Cynthia Turner, Dan Richardson and Jason Dierking. Absent: None Staff Present: John Bartholomew and Tyler Gibbins.

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

Hear the Public – No comments.

Minutes – Moved by Commissioner Dierking to approve the July 11, 2022, minutes with corrected typing errors. Seconded by Commissioner Turner. Vote All ayes. Motion carried.

Financial Report – Moved by Commissioner Richardson to approve the financial reports for July 2022. Seconded by Commissioner Dierking. Vote: All ayes. Motion carried.

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

Airport Manager's Monthly Report – We received 15,502 gallons of Jet A fuel along with 8,504 gallons of 100LL AV gas. We ordered one tanker load of Jet A fuel at the end of July.

Courtesy Car Usage: 47 Miles: 509
Fuel Meter Reading: Jet A – 621,373
AV Gas – 153,261.7

Administration Report – The annual hangar inspections were performed today before the Airport Commission meeting. No findings were made during the inspections.

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

Mayra Martinez, City Clerk



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Fareway Stores, Inc.

NAME OF BUSINESS(DBA)

Fareway Stores, Inc. #461

BUSINESS

(712) 732-6203

ADDRESS OF PREMISES

731 Seneca Street

PREMISES SUITE/APT NUMBER

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

2300 E 8th Street

CITY

Boone

STATE

Iowa

ZIP

50036

Contact Person

NAME

Tracey Wilson

PHONE

(515) 433-5336

EMAIL

twilson@farewaystores.com

License Information

LICENSE NUMBER

LE0001596

LICENSE/PERMIT TYPE

Class E Liquor License

TERM

12 Month

STATUS

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

Nov 30, 2021

TENTATIVE EXPIRATION DATE

Nov 29, 2022

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Liquor License, Class C Beer Permit, Class B Wine Permit

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Fred E. Vitt Control Trust	Boone	Iowa	50036	Trust	11.09	Yes
Garrett S Piklapp	Huxley	Iowa	50124	Secretary	0.00	Yes
Various Individuals & Trust each holding less than 5%	Unknown	Iowa	55555	Stockholders	31.88	Yes
Fareway Control Trust	Boone	Iowa	50036	Trust	57.03	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

Board & Commission Renewal Form

09/21/2022 1:52 PM (EDT)



First Name	Jean
Last Name	Camerer
Street Address	701 E 10th St
City	Storm Lake
State	IA
Zip Code	50588-2004
Phone Number	7122915886
Secondary Phone	7122990758
Email	jecamerer@gmail.com
Current Board/Commission Serving	Cemetery Board

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

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

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

Signature

File(s) attached:

A handwritten signature in black ink that reads "Jean E. Camerer".

Date 09/21/2022

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

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

Have a great day!

Staff Summary

10/03/2022

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: **Approve Primary Tow Service Agreement for the Storm Lake Police Department**

BACKGROUND: As stewards of taxpayer dollars, all departments of the City of Storm Lake hold the responsibility for conducting procurement in a deliberate, fair and ethical manner.

The goals of the City when making purchases are to: • purchase the proper good or service to meet the needs of the City; • Get the best possible price for the good or service; • Get the best value for public dollars expended; • Have the good or service available where and when it is needed; • Ensure a continuing supply of needed goods and services; • Allow bidders a fair opportunity to compete for the government's business, through statutory requirements for competitive bids and proposals combined with the City's purchasing procedures; • Stimulate the local economy and job market by allowing local businesses an opportunity to compete in the City contract award process.

The Proposal was opened on September 16, 2022 at 4:00 pm. One proposal was received.

Storm Lake Towing - Storm Lake, Iowa

This agenda item is to approve the Primary Towing Service Contract to Storm Lake Towing for July 1, 2022 to June 30, 2023.

FISCAL IMPACT: The impact to City finances will be minimal.

RECOMMENDATION: Motion to Approve the Primary Towing Service Contract with Storm Lake Towing for FY 2022-2023.

ATTACHMENTS:

Staff Summary

10/03/2022

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: Chris Cole Police Chief
SUBJECT: Storm Lake PD City Code Enforcement Summary

BACKGROUND: 9/15/22 to 9/27/22

Total - 64

Tall Grass and Weeds – 30

Grass Clippings in Street – 4

Accumulate Junk – 16

Accumulate Trash – 3

Junk Vehicle – 4

Burning yard waste – 3

Water Restriction Violation – 1

Misc CCE – 3

Citation – 0

FISCAL IMPACT: None

RECOMMENDATION: None

ATTACHMENTS:

Staff Summary

10/03/2022

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: Matt Beckman Public Works Director

SUBJECT: **Motion to Approve Agreement with ISG for Engineering Services for Well #22**

BACKGROUND: Attached is an agreement with ISG for design and construction services associated with a new Dakota aquifer well to replace existing Well #15. Knowing the geology and water availability of this site, ISG is not proposing to drill any test wells in the planning phase of this project. Based on the preliminary evaluation of the project, the City needs to maintain legal control within a 200' radius of the well – the existing site is approximately 400'x400'. Since this location appears to be outside of City limits, we can't control or limit adjacent landowner activities like chemical application via ordinance. To avoid property acquisition we will need to move the new well approximately 50' east of the existing well location (ie closer to the road). That will require us to get a no-spray agreement with BV county for a portion of the ditches along 90th Ave, and we will need to submit a variance request to the Iowa DNR outlining the site constraints and the proposed site plan. ISG feels this has a high likelihood of approval and would be the best approach to utilize this site.

FISCAL IMPACT: \$56,500 for construction and \$72,700 for design. Not to exceed \$129,200

RECOMMENDATION: Approve Agreement with ISG for Engineering Services for Well #22

ATTACHMENTS:
[Storm Lake Agreement for Well #22 \(9-12-22\).pdf](#)

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 19, 2022 ("Effective Date") between the City of Storm Lake ("Owner") and I&S Group, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Storm Lake - Well No. 22** ("Project").

Engineer's services under this Agreement are generally identified as follows:

A. Preliminary Engineering Report

Engineer has previously prepared a Preliminary Engineering Report outlining the Project necessity, options for placement, sizing, Engineer's Estimate of Cost for the options evaluated, and final recommendations for drinking water wells. Engineer has reviewed the Preliminary Engineering Report with the Owner for concurrence and has previously submitted the Report to the Iowa Department of Natural Resources (Iowa DNR) for review and approval.

B. SRF Intended Use Plan (IUP) Application

Engineer will complete the SRF IUP Application to allow the project to become eligible for SRF construction loan financing. Engineer will also complete the SRF Environmental Assessment checklist as part of the IUP application.

C. Topographic Survey

Engineer will perform a topographic survey of the surrounding site and related utility infrastructure to generate site plans in design and prepare any easements exhibits as necessary.

D. Well Siting Assessment

ISG understands the target aquifer for the new well is the Dakota aquifer to replace the City's existing Dakota Well #15 which has reached its end of life. The existing City parcel will have space constraints for siting a new well. Engineer will prepare a variance request for well separation distances and submit to IDNR for consideration. If necessary, Engineer will assist with exhibits, easements, and other documentation associated with well site acquisition if the variance is denied by IDNR.

E. Dakota Aquifer Well Design

Prepare final Plan and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor. Revise Plans and Specifications as needed in response to review by Owner, Stakeholders, and applicable Public Agencies. Provide Owner with opinion of probable construction cost. Meet with Owner at 90% design completion to review the Plans, Specifications, and

opinion of probable construction cost. Provide final Plans and Specifications signed by licensed engineers to Owner.

F. Well Permitting

Engineer will submit final Plans and Specifications to Iowa DNR along with necessary permit schedules to obtain a construction permit from IDNR. Engineer will also submit a water use permit amendment to Iowa DNR Water Supply Section.

G. Bid Administration

Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors and revise bidding documents as needed. Assist with bid solicitation through notification and invitation of contractors, furnishing plans and specifications as requested, answer question of the contractors and Owner, issuance of addenda as necessary, attendance at the bid opening, preparation of recommendation of award letter, and contract preparation.

H. Construction Administration

Provide shop drawing review and participate in a Pre-Construction Conference prior to commencement of Work at the Site. Receive, review, and determine the acceptability of all schedules and requests that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, Schedule of Values, Pay Requests, and Change Orders. Perform visits to the project site at intervals appropriate to the various stages of construction. Perform site walk-through to approve project close-out and provide project closeout documents. Provide progress updates to Owner.

I. Construction Staking

As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgement are necessary to enable Contractor to proceed. Provide construction survey for staking to enable Contractor to perform work.

J. Resident Project Representative

Provide the services of a Resident Project Representative (RPR) at the site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit A. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit A. Full time RPR has not been included, if required, billing would be at standard hourly rates attached in Appendix 1.

K. As-Build Drawings

As-built drawings will be prepared based on RPR's field notes, Contractor notes, and Owner or Owner's representative's input at the end of construction and identify any changes to the Plans and Specifications. Perform and provide alterations as deemed necessary.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement immediately upon approval. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, and 2.02 (Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment—Lump Sum and Hourly Rates

- A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of **\$72,700.**

- a. The Lump Sum Phases as included in the Proposal are subdivided as follows:

Preliminary Engineering Report	<u>\$N/A - previously completed</u>
Intended Use Plan (IUP) Application	<u>\$2,500</u>
Topographic Survey	<u>\$7,000</u>
Well Siting Assessment	<u>\$8,000</u>
Dakota Aquifer Well Design	<u>\$38,500</u>

Well Permitting **\$4,200**

Bid Administration **\$12,500**

2. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employee's times standard hourly rates for each applicable billing class for all construction and material testing services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix I. This amount is estimated at **\$56,500**.

- a. The Time and Materials Phases included in the Proposal are subdivided as follows:

Construction Administration **\$26,500**

Construction Staking **\$3,500**

Resident Project Representative **\$24,000**

As-Built Construction Drawings **\$2,500**

- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

- b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of

receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs

incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Engineer shall procure and maintain Professional Liability Insurance in the Annual Aggregate amount of \$2,000,000 excluding fees, cost and expenses of investigation, claims adjustment, defense, and appeal.

Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from the negligence, and professional errors or omissions, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or consultants in the performance of this Agreement (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's Professional Liability insurers in settlement or satisfaction of Owner's Claims under the terms and condition of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). Certificates of insurance will be provided to Owner upon request.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

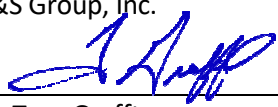
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Storm Lake

Engineer: I&S Group, Inc.

By: _____
Print name: _____
Title: _____
Date Signed: _____

By:  _____
Print name: Tom Grafft
Title: Water/Wastewater Group Leader
Date Signed: September 12, 2022

Engineer License or Firm's Certificate No. (if required):

State of: Iowa

Address for Owner's receipt of notices:
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

Address for Engineer's receipt of notices:
I&S Group, Inc.
1725 N. Lake Ave
Storm Lake, IA 50588

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **September 19, 2022**.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

See attached.

2022 Standard Hourly Rates

Rates are effective as of January 1, 2022, and are subject to change on an annual basis.

ISG

Job Type	Hourly Rate
Administrative <i>I-IV</i>	\$70-130
Applied Technology Specialist <i>I-Senior</i>	\$95-145
Architect <i>I-Senior</i>	\$115-200
Architectural Designer <i>I-Senior</i>	\$105-150
Business Developer <i>I-Senior</i>	\$130-200
Business Writer <i>I-Senior</i>	\$100-120
Civil Engineer <i>I-Senior</i>	\$130-210
Civil Designer <i>I-Senior</i>	\$100-150
Planner <i>I-Senior</i>	\$120-190
Construction Administrator <i>I-Senior</i>	\$105-145
Drone Specialist <i>I-Senior</i>	\$100-145
Electrical Engineer <i>I-Senior</i>	\$130-210
Electrical Designer <i>I-Senior</i>	\$105-180
Environmental Scientist/Engineer <i>I-Senior</i>	\$115-180
General Counsel	\$325
GIS Specialist <i>I-Senior</i>	\$115-175
Graphic Designer <i>I-Senior</i>	\$95-115
IT Specialist <i>I-Senior</i>	\$115-170
Interior Designer <i>I-Senior</i>	\$115-175

Job Type	Hourly Rate
Land Surveyor <i>I-Senior</i>	\$105-185
Land Survey Specialist <i>I-Senior</i>	\$91-136
Landscape Architect <i>I-Senior</i>	\$120-190
Landscape Designer <i>I-Senior</i>	\$105-145
Marketing Consultant/Specialist <i>I-Senior</i>	\$110-170
Mechanical Engineer <i>I-Senior</i>	\$130-210
Mechanical Designer <i>I-Senior</i>	\$105-155
Project Coordinator <i>I-IV</i>	\$115-150
Project Manager <i>I-Senior</i>	\$125-210
Refrigeration Designer <i>I-Senior</i>	\$110-175
Refrigeration Engineer <i>I-Senior</i>	\$130-230
Senior Finance Consultant	\$170
Senior Project Executive	\$250
Structural Engineer <i>I-Senior</i>	\$130-210
Structural Designer <i>I-Senior</i>	\$105-150
Technical Writer <i>I-Senior</i>	\$130-145
Technology Designer <i>I-Senior</i>	\$100-190
Technology Engineer <i>I-Senior</i>	\$120-200
Telecommunications Designer <i>I-Senior</i>	\$70-120
Telecommunications Engineer <i>I-Senior</i>	\$130-190

Job Type	Hourly Rate
Telecommunications Project Manager <i>I-Senior</i>	\$125-190
Visualization Specialist <i>I-Senior</i>	\$145-190
Videographer	\$135
Water/Wastewater Designer <i>I-Senior</i>	\$100-145
Water/Wastewater Engineer <i>I-Senior</i>	\$130-200
Water/Wastewater Project Manager <i>I-Senior</i>	\$125-200

Equipment	Hourly Rate
Survey Grade GPS/Robotics	\$56
Mapping Grade GPS	\$20
3D Laser Scanner	\$63
Manhole Scanner	\$63
Mobile Scanner**	Varies
R/C Boat + Sounding Equipment	\$50
Surveillance Drone	\$50
Photogrammetry Drone	\$125
Thermal Imaging Drone	\$175
LiDAR Drone**	Varies
All-Terrain Vehicle	\$25
Traffic Counter	\$11
Pipe Crawler** (per linear foot)	Varies

Mileage reimbursement is at the IRS standard rate. Outside services are billed at cost plus 10%.

**Project-specific rates—call for pricing

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **September 19, 2022**.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

A1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of

the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.

- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.

- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

Staff Summary

10/03/2022

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: Keri Navratil City Manager

SUBJECT: **Motion to Approve Temporary Easement Agreement with Sally R. Brecher, and Saw et al**

BACKGROUND: In 2015, a sanitary sewer project was completed that may have affected drainage on two properties on 85th Avenue. The project will consist of an installation of pipe culvert in the 85th Avenue right-of-way, minor excavation, grading, contouring and seeding. In order to complete the project, a temporary easement is required from the property owners.

FISCAL IMPACT: There is no cost for the easements

RECOMMENDATION: Motion to approve temporary easement ally R. Brecher, and Saw et al

ATTACHMENTS:

[Sally Brecher Temporary Easement 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

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (hereinafter the "Agreement") is made and entered into this _____ day of _____, 2022, by and between Sally R. Brecher, as Trustee of the Sally R. Brecher Revocable Trust dated January 31, 2018 (herein referred to as "Grantor") and the City of Storm Lake, Iowa, a municipal corporation (herein referred to as "Grantee").

Recitals

WHEREAS, Grantor owns the following described real estate abutting 85th Avenue (also known as Highway 110) in Buena Vista County, Iowa (hereinafter the "Grantor's Property"):

The South Forty (40) feet of the Southeast Quarter of the Northwest Quarter (SE¼ NW¼) AND the North Half of the Southwest Quarter (N½ SW¼) except a parcel recorded in Book 57, Page 827 and except a parcel recorded in Book 61, Page 690; AND, the Southwest Quarter of the Northwest Quarter (SW¼ NW¼) except a parcel recorded as Document #031014, all being in Section Eight (8), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., subject to all easements of record.

WHEREAS, Grantee is engaged in the 85th Avenue Ditch Drainage Repair Project designed to improve drainage along 85th Avenue (also known as Highway 110) and to minimize flooding and the backup of storm water onto Grantor's Property.

WHEREAS, Grantee has requested a temporary construction easement from Grantor, under the terms set forth herein, over, across, through, under, and on the following-described parcel located on the Grantor's Property:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast Corner of the Northeast Quarter of the Southwest Quarter of said Section 8; thence S 00°17'43" E, a distance of 221.41 feet; thence S 89°52'48" W, a distance of 60.00 feet to the Point of Beginning; thence S 89°52'48" W, a distance of 30.00 feet; thence S 00°25'16" E, a distance of 11.90 feet; thence S 16°24'18" W, a distance of 99.98 feet; thence S 73°44'20" E, a distance of 29.95 feet; thence N 16°24'18" E, a distance of 104.39 feet; thence N 00°17'43" W, a distance of 16.13 feet to the Point of Beginning.

(hereinafter referred to as the "Temporary Easement Area") as further depicted on Exhibit A attached hereto and incorporated herein by this reference.

Terms of Agreement

Now, therefore, the Grantor and Grantee agree as follows:

SECTION I.

EASEMENT GRANT – TEMPORARY WORKSPACE

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns, a temporary easement over, across, through, under, and on the Temporary Easement Area which shall be used as temporary work space for the construction and grading associated with the 85th Avenue Ditch Drainage Repair Project under the terms set forth herein. The right to use the Temporary Easement Area as a work site will automatically terminate upon the completion of such project.

SECTION II.

PERMANENT GRADING AND CONTOURING ALTERATIONS PERMITTED

Attached as Exhibit B are Plans and Specifications for the 85th Avenue Ditch Drainage Repair Project. In addition to the installation of pipe culvert in the 85th Avenue right-of-way and other improvements, such right-of-way and part or all of the Temporary Easement Area will be excavated, graded, and contoured, and thereafter covered with topsoil and re-seeded, all as set forth in Exhibit B and all at Grantee's expense. Grantor consents to such work with respect to the Temporary Easement Area. Grantor permits Grantee to permanently alter the grade and contour of the Temporary Easement Area as set forth in Exhibit B and Grantor agrees not to further alter the grade and contour of the Temporary Easement Area. Such obligation of Grantor to refrain from altering the grade and contour of the Temporary Easement Area shall continue in perpetuity and shall not lapse when the Grantee's right to use the Temporary Easement Area as a temporary work space has terminated. However, Grantor shall be responsible for mowing and otherwise maintaining the Temporary Easement Area after the work undertaken pursuant to this Agreement has been completed. Grantee shall have no obligation to maintain the Temporary Easement Area after the 85th Avenue Ditch Drainage Repair Project is completed. Grantee shall not install any building or surface installation on the Temporary Easement Area that interferes

with or impedes the flow of surface water at any time before or after the Grantee's right to use the Temporary Easement Area as a work site has terminated.

SECTION III. RIGHT OF GRANTOR

Grantor reserves the right to use and enjoy the Temporary Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein and without abrogating the terms of this Agreement.

SECTION IV. INDEMNIFICATION

To the maximum extent authorized by law, Grantee shall at all times indemnify, defend, protect and hold Grantor, including without limitation, Grantor's tenants, affiliates, owners, partners, managers, officers, directors, employees and agents, harmless from and against any and all loss, damage, claims, or liabilities whatsoever, including third party claims, relating to or arising out of this Agreement or the use of the Temporary Easement Area by Grantee before the termination of Grantee's right to use the Temporary Easement Area as a work site. This indemnification shall survive the termination or expiration of this Agreement.

SECTION V. RESTORATION OF SURFACE OF TEMPORARY EASEMENT AREA

Grantee agrees to restore the condition of the surface of the Temporary Easement Area to the same condition it was in prior to Grantee's use of the Temporary Easement Area, including but not limited to removing any stones, holes or piles of dirt, restoring top soil and restoring all vegetation. Grantee shall not be obligated to restore the grade and contours of the Temporary Easement Area to their original condition.

SECTION VI. EFFECT OF AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, shall run with the land, and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

[This space intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above-written.

GRANTEE:

GRANTOR:

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

Sally R. Brecher
Sally R. Brecher, as Trustee of the Sally R.
Brecher Revocable Trust dated January 31,
2018

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2022,
by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk of the City of Storm Lake,
Iowa.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

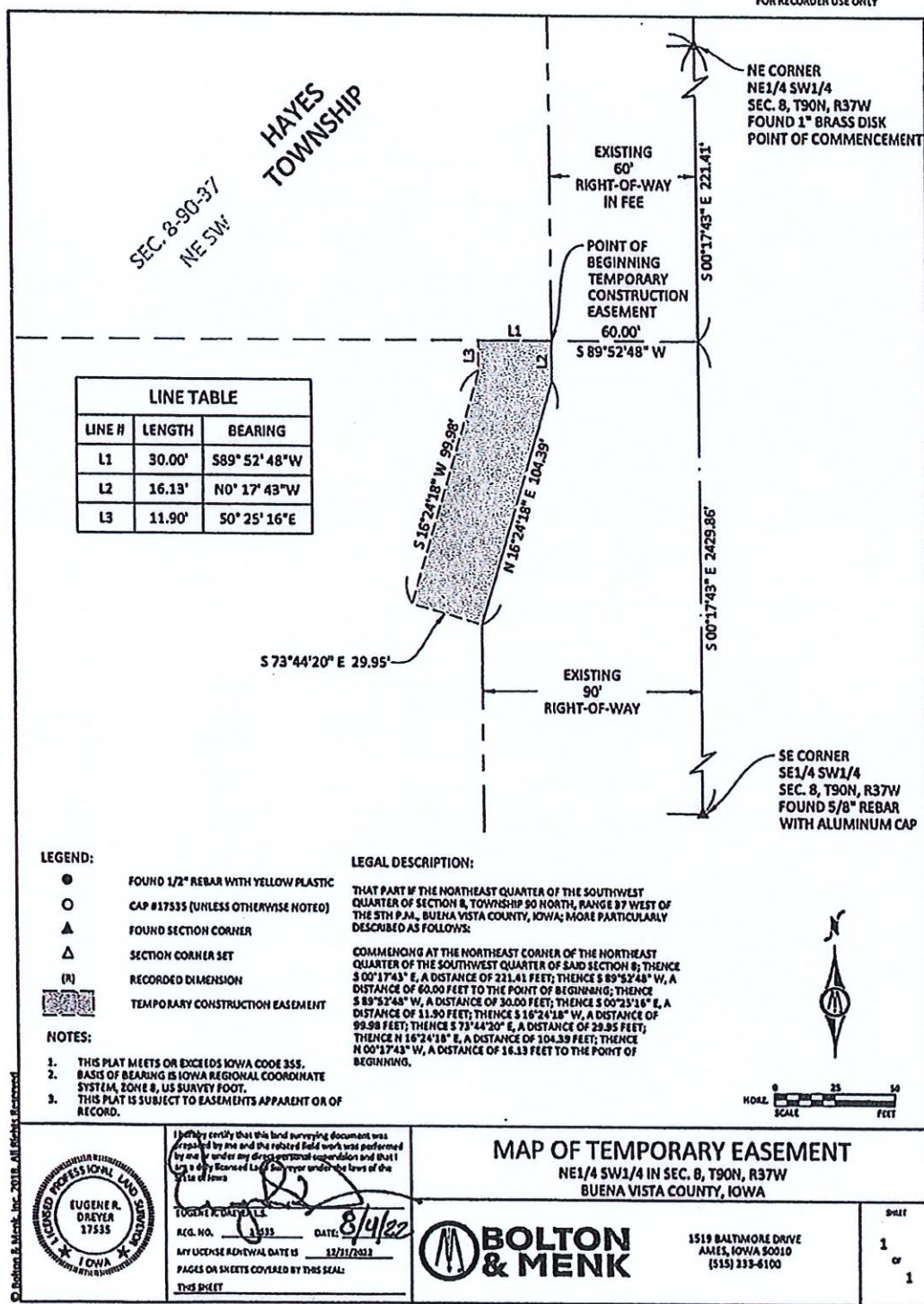
This record was acknowledged before me on the 29 day of September, 2022,
by Sally R. Brecher, as Trustee of the Sally R. Brecher Revocable Trust dated January 31, 2018.

Dan Connell
Notary Public in and for the State of Iowa



INDEX LEGEND	
LOCATION	NE1/4 SW1/4 SECTION 8, T-90 N, R-37 W BUENA VISTA COUNTY, IOWA
REQUESTOR:	CITY OF STORM LAKE
PROPAJETOR:	SALLY R. BRECHER REV TRUST
SURVEYOR:	EUGENE R. DREYER P.L.S. #17535
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	EUGENE R. DREYER, BOLTON & MENK, INC. 1519 BALTIMORE DR., AMES, IA 50010 (515)-233-6100

Exhibit A



1. AND REPAIRED AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH SECTION 1.050. 1.08 REMOVAL OF DEFECTIVE WORK OF THE STANDARDS SPECIFICATIONS, FAILURE TO REMOVE DEFECTIVE WORK MAY RESULT IN SUSPENSION OF OPERATIONS AND/OR WITHHOLDING OF PAYMENTS UNTIL DEFECTIVE WORK HAS BEEN REMOVED AND REPAIRED.
2. PRIOR TO MODIFYING OR FIX THE JOB SITE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO REQUEST A FINAL INSPECTION IN ACCORDANCE WITH SECTION 1.050. 1.14 FINAL INSPECTION AND ACCEPTANCE OF THE STANDARD SPECIFICATIONS.
3. THE CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AND COMPLYING WITH ALL CURRENT FEDERAL AND STATE OSHA REQUIREMENTS OF THE STANDARD SPECIFICATIONS.

ALTIMETRO OBSERVATION: ALL WITHIN THE DRAWINGS, WORK SHALL BE COMPLETED IN THE LIMIT OF CONSTRUCTION IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

5.1. ACCORDANCE WITH SECTION 901.2.48 PROTECTION OF PROPERTY OF THE CONTRACTOR: THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO MAINTAIN ADEQUATE PROTECTION OF ALL ITS WORK FROM DAMAGE AND SHALL PROTECT THE EMBROIDERY PROPERTY AND ADJACENT PRIVATE PROPERTY FROM INJURY OR LOSS ARISING IN CONNECTION WITH THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE CONTRACTOR'S OWN PROPERTY AND ADJACENT PROPERTY. THE CONTRACTOR SHALL PROTECT TREES AND OTHER PLANTS NOT MARKED FOR REMOVAL. THE CONTRACTOR SHALL SAVE AND LANDSCAPE WITHIN THE RIGHT-OF-WAY UPON REQUEST BY THE ADJACENT PROPERTY OWNER.

6.1. ACCORDANCE WITH SECTION 901.2.49 PROTECTION OF ADJACENTS

AND THE PUBLIC SPACE IN ACCORDANCE WITH SECTION 901.2.50 LAND MONUMENTS OF THE STANDARD SPECIFICATIONS.

UTILITY COORDINATION NOTES:

THE CONTRACTOR IS TO VERIFY UTILITY LOCATIONS

1. IF ITS RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE LOCATION, MARKING & PROTECTION OF ALL UTILITIES, CONTRACTOR IS TO IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES, CONFLICTS, OR APPARENT CONFLICTS OF EXISTING PUBLIC UTILITIES WITH THE PLANNED GRADE OF THE CURB AND DRIVE.
2. PRIOR TO STARTING ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER AND CONSULT THE OWNER'S REPRESENTATIVE AND THE INDIAN LANDS DIVISION. NO CONTRACTOR SHALL BE ALLOWED TO PROCEED WITH ANY WORK IF THERE IS NO CONSENT OF THE INDIAN LANDS DIVISION. IN THE EVENT OF A DISCREPANCY OR CONFLICT, FAILURE TO COMPLY WITH THIS REQUIREMENT, CONTRACTOR IS RESPONSIBLE FOR CALLING IOWA ONE-CALL AT 1-800-252-0939.

1. THE LOCATION FOR STORAGE OF EQUIPMENT BY THE CONTRACTOR DURING NONWORKING HOURS SHALL BE AS APPROVED BY THE ENGINEER, AND THE CONTRACTOR SHALL PROVIDE A WHITTEN AGREEMENT WITH THE PROPERTY OWNER FOR USE OF THEIR PROPERTY.
2. ACCESS IS AVAILABLE AT INTERSECTION OF WORK LANE AND RIGHT ROAD OR AS CAN BE OTHERWISE APPROVED BY THE PROPERTY OWNERS. ACCESS REQUIRED TO ROUTES AND SCHEDULES. THE RESULTS OF THESE COMMUNICATIONS ARE TO BE SHARED WITH THE ENGINEER.
3. CONTRACTOR SHALL PROTECT SECURE PROJECT SITE AT THE END OF EACH DAY.
4. CONTRACTOR OPERATIONS CLEAVING COLLECTIONABLE LEVELS OF NOISE SHALL NOT BEGIN PRIOR TO 7:00 AM AND SHALL END PRIOR TO 7:00 PM.

EXPOSURE & CONTAINMENT CONTROL MEASURES

1. DASH NEARBY DOMESTIC PESTS MUST NOT BE RELEASED ON THE PROPERTY.
2. STORM DRAIN STORMWATER MANAGEMENT ORDINANCES OF THE CITY OF CHICAGO SHALL BE FOLLOWED.
3. WEED CONTROL - CONTRACTOR IS REQUIRED TO CONTROL WEED GROWTH WITHIN THE WORK LIMITS, AS NECESSARY, TO PREVENT WEEDS FROM GROWING TO A POINT WHERE THEY COULD BE A HAZARD TO THE PUBLIC.
4. TO MINIMIZE THE DISPERSE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASHES AND OTHER WASH WATER, WASH WATERS MUST BE TREATED IN A SEWAGE TREATMENT OR ALTERNATIVE TREATMENT FACILITY, OR BETTER THAN TREATMENT FACILITY, PRIOR TO DISCHARGE TO ANY STORM DRAIN, STREET, OR LAKE, AND APPROPRIATE CHEMICAL SPILL AND LEAK PREVENTION AND RESPONSE PROCEDURES.
5. CONCRETE WASHOUTS SHALL BE PROVIDED ON SITE.

WITH SECTION 9.070, 2.06 TRAFFIC CONTROL OF THE STANDARD SPECIFICATIONS, ANY TRAFFIC CONTROL DEVICES OR SAFETY EQUIPMENT NEEDED TO CONDUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

2. ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, DIRECTED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.

3. PORTABLE SAFETY FENCES SHALL BE PLACED ENTIRELY ACROSS THE TRAVELLED PORTION OF THE ROADWAY IN ALL LOCATIONS WHERE THERE ARE BARRICADES WITH NOAD CLOSED.

4. SIGNALS AND FLASHERS SHALL BE CONSIDERED INCIDENTAL TO TRAFFIC CONTROL AND REQUIRED AS DIRECTED BY THE ENGINEER.

ALL SIGNING OPERATIONS SHALL BE CONDUCTED IN ACCORDANCE WITH GENERAL NOTES:

DIVISION 3 OF THE SPECIFICATIONS.

2. THE PROPOSED CONTIGUOUS ARE SHOWN ARE TO FINISH GROUND/TOP OF PAVEMENT.

3. THE CONTRACTOR SHALL SHAPE GRADED AREAS TO MAINTAIN SURFACE DRAINAGE AT ALL TIMES.

4. THE CONTRACTOR IS CONTRACTOR'S RESPONSIBILITY AND SHALL BE CONSIDERED INDEPENDENT.

5. CONTRACTORS SHALL MINIMIZE COMPACTION OF TOPSOIL TO THE EXTENT PRACTICAL.

STORM SEWER NOTES:

1. STORM SEWER INSTALLATION SHALL BE IN ACCORDANCE WITH DIVISIONS 3 AND 4 OF THE SPECIFICATIONS.

2. THE ALL PERM CONDUITS FOR THE DRAINAGE CULVERT.

3. THE ALL PERM CONDUITS FOR THE DRAINAGE CULVERT.

1. PAYING METHOD BE COMPLETED IN ACCORDANCE WITH DIVISION 9 OF THE SPECIFICATIONS.
2. PAVING SHALL START IMMEDIATELY TO THE EXTENT FOR STANDARD SPECIFICATIONS.
3. PAVEMENT SHALL CONFORM WITH SECTIONS 109.5, 105 AND 7010.1.23 OF THE STANDARD SPECIFICATIONS.
- a. PCC PAVING MIX DESIGN FOR PORT CLASS C
- b. PAVING MIX DESIGN SHALL MEET A MINIMUM STRENGTH OF 4,000 PSI
4. QUANTITY CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 7010.1.308 QUALITY CONTROL OF THE STANDARD SPECIFICATIONS.
5. ALL NEWLY CONSTRUCTED PAVEMENT SHALL BE SHOULDER AND SWEEP CLEAN
6. ALL NEWLY CONSTRUCTED PAVEMENT SHALL BE PROTECTED BY AN IMPERMEABLE MEMBRANE TO PREVENT INFILTRATION IN ACCORDANCE WITH SECTION 7010.1.305 OF THE STANDARD SPECIFICATIONS AND SHALL NOT USE NEWLY CONSTRUCTED PAVEMENT IS AN AREA OF STOCKPILING MATERIAL.

800
IOWA
ONE CALL
1-800-292-8989
www.iowadiversion.com

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL 2 UTILITIES OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

Exhibit B

ESTIMATED PROJECT QUANTITIES			
ITEM NO.	ITEM CODE	ITEM	AS BUILT QUANT.
1	-0010-10B0-	100% ON, ON-SITE	57
2	-0010-10B0-	RECAUTION, CLASS 13	67
3	-0010-10B0-	PIPE CURBING, REINFORC, CMP 24,	15
4	-0010-10B0-	REMOVAL & REPLACEMENT OF RIMON PIPE CURBING, CMP 24,	15
5	-0010-10B0-	CONNECT TO EXISTING CURBING	54
6	-0010-10B0-	REMOVAL OF DRIVEWAY	37
7	-0010-10B0-	REPLACE WITH PAVEMENT	37
8	-0010-10B0-	REINFORCEMENT TRAFFIC CONTROL	15
9	-0010-10B0-	HYDRAULIC STEERING, STEERING, FERTILIZING, AND MULCHING	26
10	-0010-10B0-	PIPE, CLASS D	26
11	-0010-10B0-	PIPE, CLASS D	15
12	-0010-10B0-	SUB FENCE OR SUB FENCE DRIVE CHALK, REMOVAL OF DRIVE	15
13	-0010-10B0-	PROBATION	1

GOVERNING SPECIFICATIONS

THE 2022 EDITION OF THE "AASD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" SHALL GOVERN.



John A. Pope
 REG. NO. 215600 DATE: 6 May 79.
 MY LICENSE RENEWAL DATE IS December 31st, 2021
 PAGES ON SHEETS COVERED BY THIS SEAL:
 ALL SHEETS


**BOLTON
& MENK**

218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-5075
Email: Spencer@bottom-mech.com
www.bottom-mech.com

[illegible]

STORM LAKE, IOWA
85TH AVENUE DITCH DRAINAGE REPAIR
QUANTITIES

	Sheet
	C:01

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	-20D-10BDJ-	TOPSOIL ON-SITE THIS ITEM QUANTITY IS BASED ON A DEPTH OF 6 INCHES, STRIPPED, SALVAGED AND SPREAD. OVERHILL WILL NOT BE PAID.
2	-20D-10BEF-	EXCAVATION, CLASS 13 ALL EXCESS MATERIAL TO BECOME THE PROPERTY OF THE CONTRACTOR AND MAILED OFFSITE. STRIPPING AND STOCKPILING OF EXISTING TOPSOIL SHALL BE PAID UNDER TOPSOIL ON-SITE. CONTRACTOR SHALL INSTALL EROSION CONTROL PROTECTION SURROUNDING ALL STOCKPILE AREAS AND SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM.
3	-40D-10BA1-	Pipe CULVERT, TRENCH, CMP #24. THIS ITEM SHALL COVER OF REMOVING AND INSTALLING CMP CULVERT UNDER THE DRIVEWAY SHOWN IN THE CONSTRUCTION DOCUMENTS. CMP SHALL BE AS SPECIFIED IN SECTION 4020FOR CMP. THE ALL JOINTS, BEDDING CLASS IS F-2.
4	-40D-10BA1-	REMOVAL & RE-GRADING OF KNOWN PIPE CULVERT, CMP #24. THIS ITEM CONSISTS OF REMOVING THE EXISTING 24" CMP CULVERT AND SALVAGING EXCAVATE THE TOP PROPOSED GRADES AND REINSTALL SALVAGED 24" CMP CULVERT. NOTIFY ENGINEER WHEN EXISTING CMP IS INCOMPATIBLE WITH NEW CMP TO BE SUPPLIED.
5	-40D-10BQ2-	CONNECT TO EXISTING CULVERT THIS ITEM IS FOR THE CONNECTION/EXTENSION OF THE NEW CMP CULVERT TO THE EXISTING CMP CULVERT. CONNECTION SHALL BE BY CMP JOINTS DESIGNED FOR THIS PURPOSE TO BE PROVIDED BY THE CONTRACTOR. CLEANING OF THE PIPE END, INSTALLATION OF THE COUPLER AND BACKFILLING.
6	-70D-10BA0-	REMOVAL OF BRIDGWAY ALL MATERIALS TO BE MARKED AND MEASURED BY THE ENGINEER. FULL DEPTH SAW CUT ALONG THE REMOVAL LIMITS ARE INDICATED TO THIS ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL REMOVAL, EARTHWORK, SUBGRADE PREPARATION, MODIFIED SUBBASE AND PAVING DEVICES DUE TO DAMAGED EDGE. ADDITIONAL REMOVAL TO BE DETERMINED BY THE ENGINEER. PAYMENT SHALL BE MADE FOR THE CLEAN AND FILL OF ALL MATERIAL AT AN OFF-SITE WASTE AREA. CONTRACTOR SHALL INSTALL PROTECTIVE OF ALL MATERIAL AT AN OFF-SITE WASTE AREA.
7	-70D-10BA0-	FULL DEPTH PATCHES DURING GRANULATED BASE FURNACE LAYS SHALL NOT BE PERMITTED FOR ANY WORK ON THIS PROJECT. PATCH SHALL BE TIED TO EXISTING PAVEMENT ON EACH END WITH AN 18" JUMP. MODIFIED SUBBASE AND SUBGRADE COMPACTION SHALL BE INCIDENTAL TO THIS ITEM.
8	-80D-10BA0-	TEMPORARY TRAFFIC CONTROL ITEM SHALL INCLUDE ALL SIGNS, DIRECTIONAL, AND ARROW BOARDS AS STATED IN THESE PLANS. SIGNAGE SHALL BE PLACED IN ADVANCE OF THE PROJECT. ALL TRAFFIC CONTROL DEVICES SHALL BE ON SITE AND DEPLOYED ACCORDING TO THE ENGINEER AND BE INCLUDED WITH THIS ITEM. THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL TRAFFIC CONTROL DEVICES REQUIRED FOR THE DURATION OF THIS PROJECT IN ACCORDANCE WITH THE CURRENT EDITION OF THE MICHIGAN MANUAL OF TRAFFIC CONTROL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES. CONTRACTOR TO PROVIDE FOR SAFE TRAFFIC FLOW AT ALL TIMES. COORDINATE ALL STREET CLOSURES WITH THE ENGINEER.

[illegible]

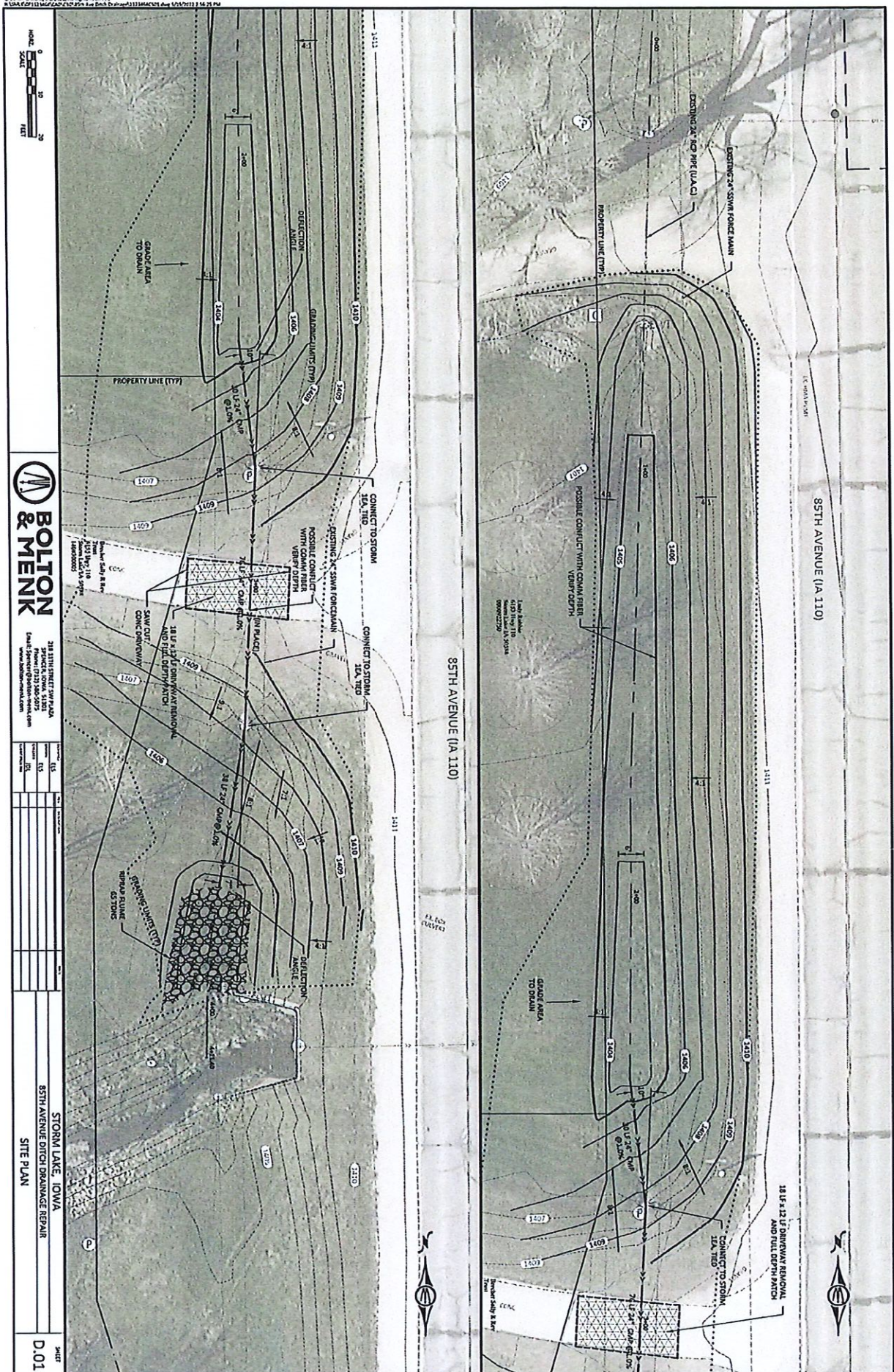
218 11TH STREET SW PLAZA
SPENCER, IOWA 51301
Phone: (712) 580-3075
Email: Spencer@bolton-meml.com
www.bolton-meml.com

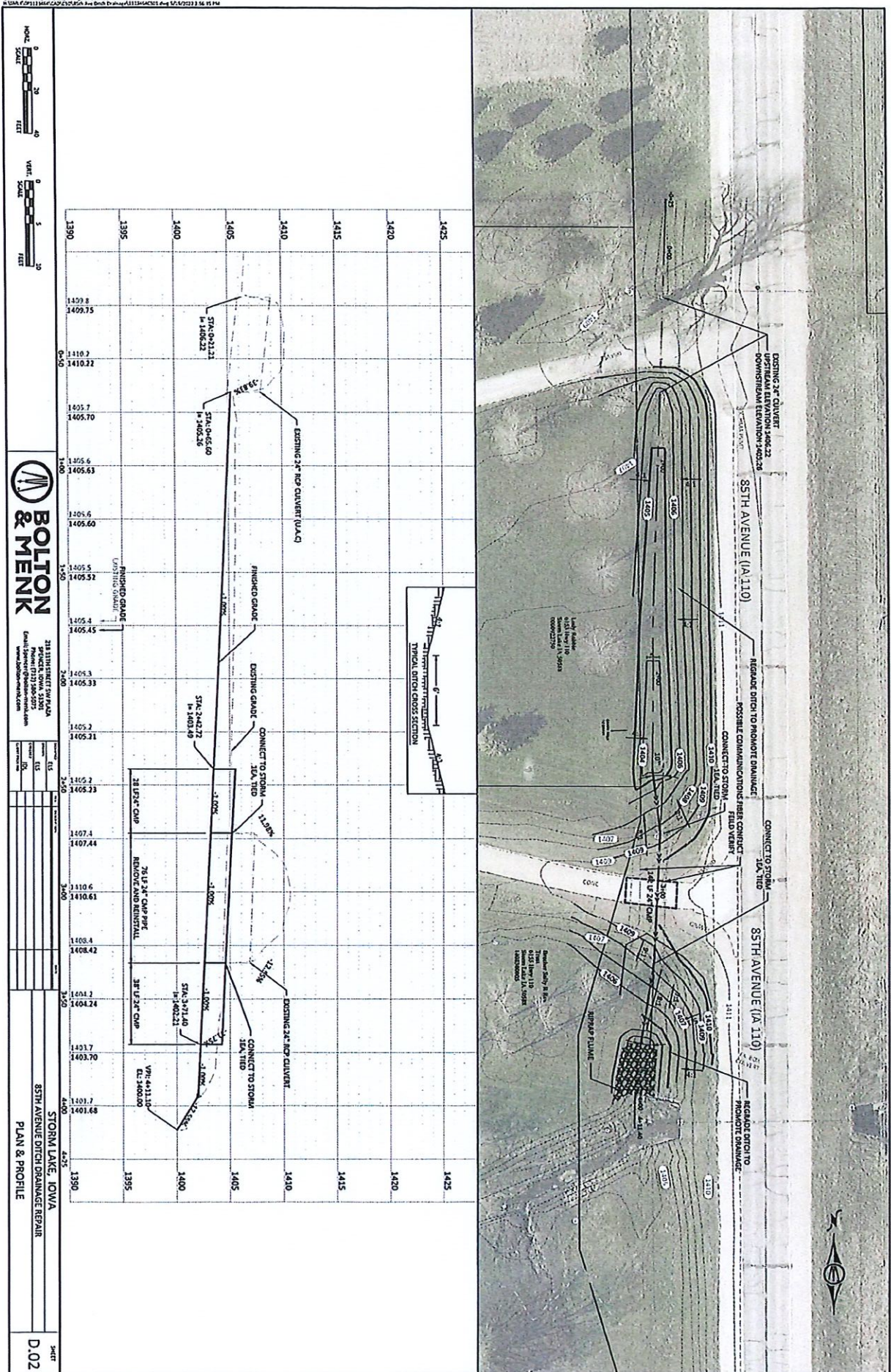
Revenue	115
Expense	115
Transfer	100
Current Expense	

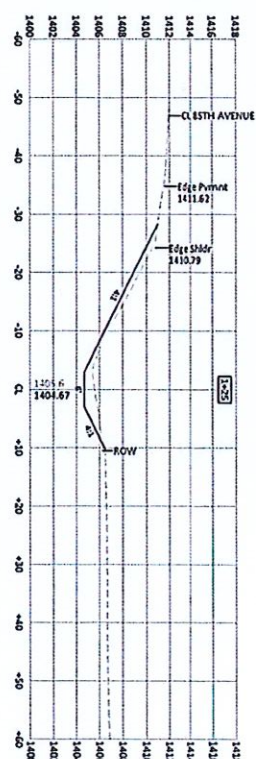
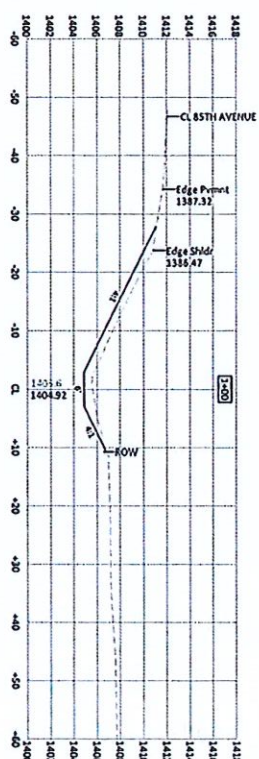
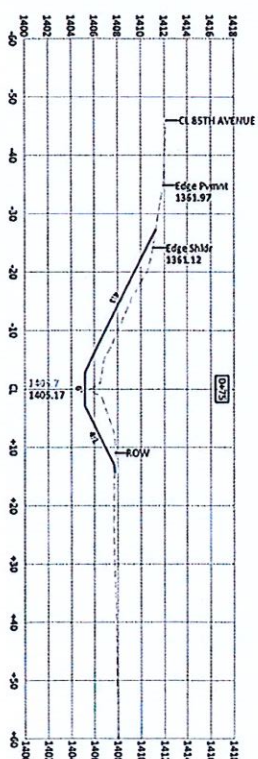
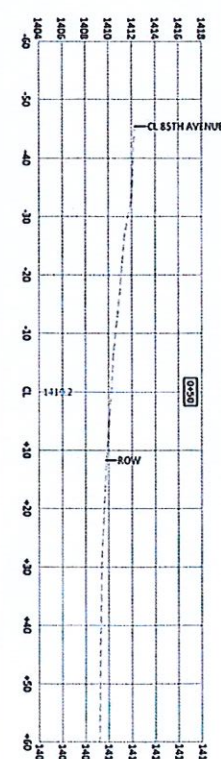
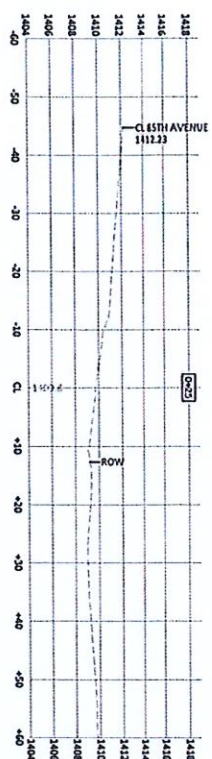
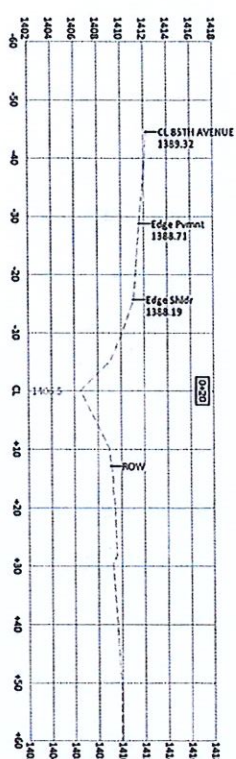
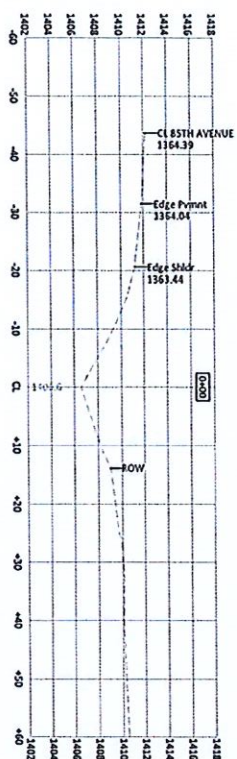
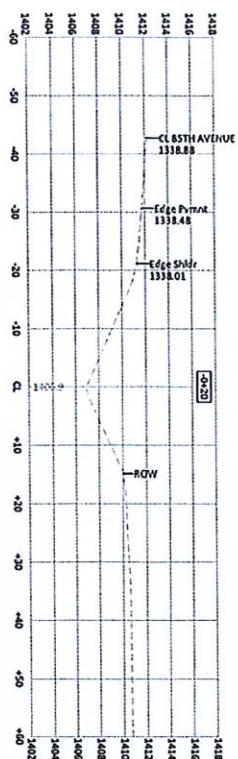
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STORM LAKE, IOWA
85TH AVENUE DITCH DRAINAGE REPAIR
ITEM REFERENCES

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C.02





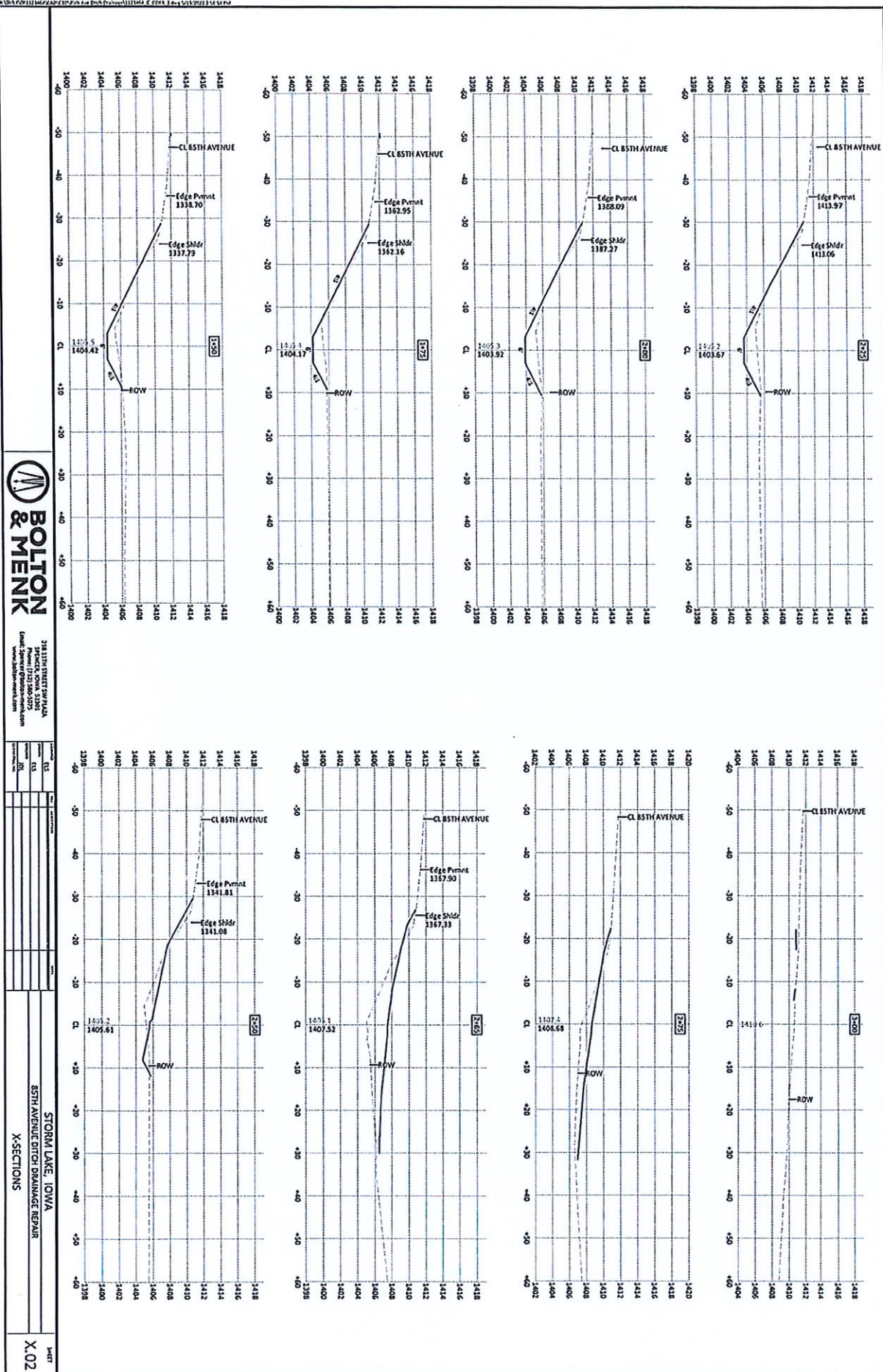

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SIKIMI LAKE, IOWA
85TH AVENUE DITCH DRAINAGE REPAIR
X-SECTIONS

X.01

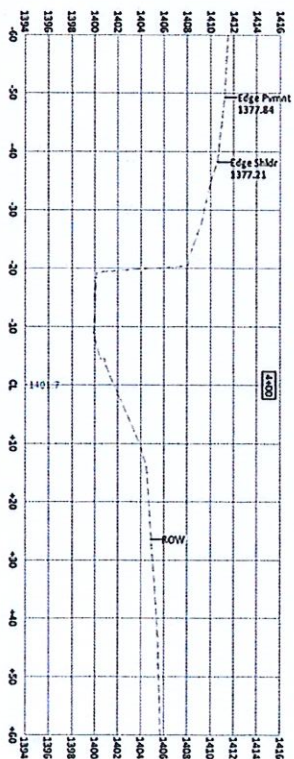
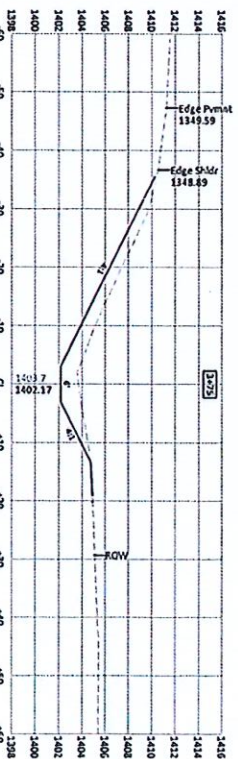
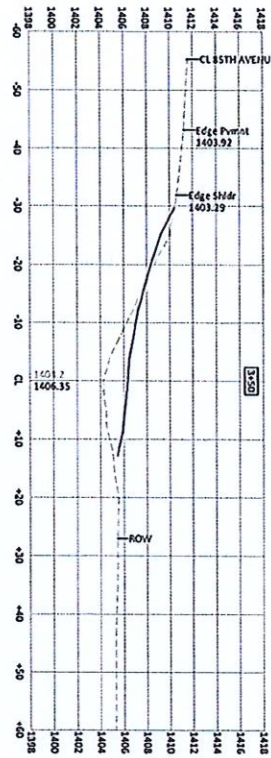
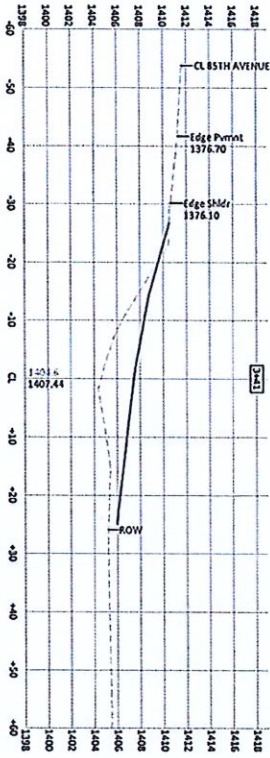
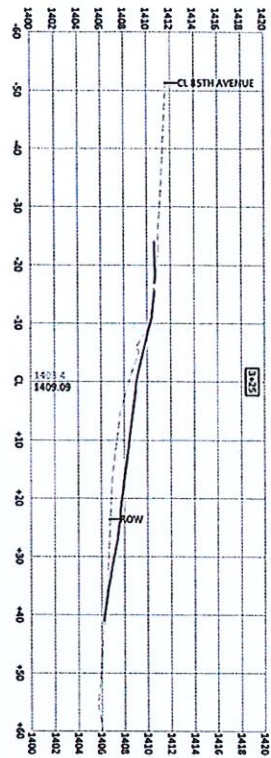


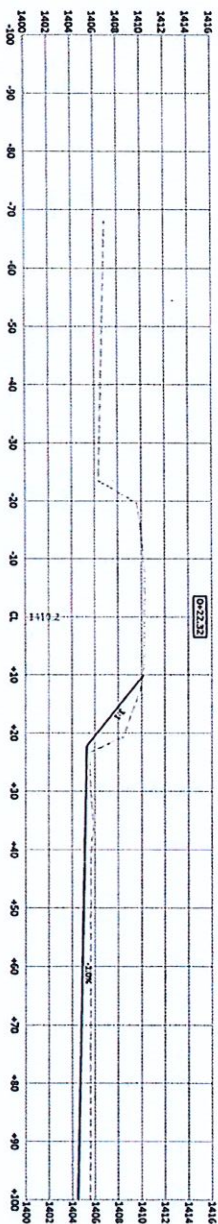
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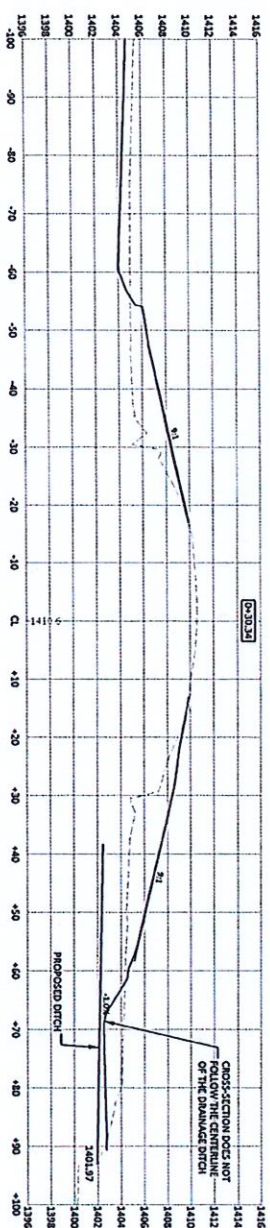
218 11TH STREET NW ALMA
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Project No.	11111111
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Checked By	
Project Name	STORM LAKE, IOWA
Project Description	85TH AVENUE DITCH DRAINAGE REPAIR
Project Location	X-SECTIONS
Sheet Title	X.03





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SOUTH PRIVATE DRIVEWAY - STA. 3+02.57



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STORM LAKE, IOWA
85TH AVENUE DITCH DRAINAGE REPAIR
X-SECTIONS

SHEET
X.04

Staff Summary

10/03/2022

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: Keri Navratil City Manager

SUBJECT: **Work Session - Dogs at Public Events**

BACKGROUND: City Council will have the opportunity to discuss and determine if future code is necessary.

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

ATTACHMENTS:

Staff Summary

10/03/2022

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: Mayra Martinez City Clerk

SUBJECT: City Council Requested Items

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION: October 17, 2022 - Campground Operations Review
To Be Determined - Golf Cart Use on City Streets

ATTACHMENTS: