

**CITY OF STORM LAKE
REGULAR COUNCIL SESSION MEETING,
CITY HALL
COUNCIL CHAMBERS
SEPTEMBER 6, 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**
Approve Consent Agenda
 - 1. [Consent Agenda](#)
 - 2. [Buy Local Information](#)
 - 3. [SLPD City Code Enforcement Summary](#)
- E. **Unfinished Business**
- F. **New Business**
 - 1. [Motion To Approve Purchase Agreement Of 228 Mae Street](#)
 - 2. [Resolution No. 10-R-2022-2023 Approving Change Order No. 4 for the Radio Park Lift Station Project](#)
 - 3. [Public Hearing for Plans, Specifications, Form of Contract, and Engineer's Estimate for the 6th Street Utility Extension Project](#)
 - 4. [Resolution No. 11-R-2022-2023 Approving Plans, Specifications, Form of Contract, and Engineer's Estimate for the 6th Street Utility Extension Project](#)
 - 5. [Resolution No. 12-R-2022-2023 Approving Bid and Awarding Contract to Empire Excavation for the 6th Street Utilities Extension Project](#)

6. Resolution No. 13-R-2022-2023 Approving Amendment No. 2 to an Agreement with Local Government Professional Services for Grant Writing and Grant Administration Services Related to a FEMA BRIC Application 2022
7. Resolution No. 14-R-2022-2023 Approving Change Order No. 1 for the Storm Lake Library HVAC Renovation Project
8. 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.*

Find us on Facebook <https://www.facebook.com/cityofstormlake> Follow us on Twitter [@Storm_Lake](https://twitter.com/Storm_Lake)

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

Staff Summary

09/06/2022

Agenda Item # D.1.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
[p \(712\) 732-8000](tel:(712)732-8000)
[f \(712\) 732-4114](tel:(712)732-4114)

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez City Clerk

SUBJECT: **Consent Agenda**

BACKGROUND: The Consent Agenda includes:

- List of Bills For Approval
- King's Pointe And Sunrise Pointe Disbursements For Approval
- Approve The August 15, 2022 City Council Minutes
- Acknowledge The July 2022 Library Minutes
- Acknowledge The July 2022 Airport Minutes
- Approve Renewal Liquor Licenses For Pro Day Spa and MMS at Buena Vista College
- Approve New Liquor License For May Flower Asian Grocery
- Approve New Storm Water Board Application - Miguel Vasquez (3 yr term)
- Approve Easement Agreement With Pinnacle Farms, LLC For The West 6th Street Project
- Approve the SLPD City Code Enforcement update..

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills -- \$
- King's Pointe & Sunrise Pointe Golf Course Bills -- \$246,763.07

The City will receive the following revenues:

- Liquor License Renewal & New Fees --\$1,045.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

[City Claims Expense Report.pdf](#)
[King's Pointe & Sunrise Pointe Claims.pdf](#)
[08-15-2022 CC Minutes.pdf](#)
[July 2022 Library Minutes.pdf](#)
[July 2022 Airport Minutes.pdf](#)
[Pro Day Spa Liquor Application 2022.pdf](#)
[MMS at Buena Vista College Liquor Application 2022.pdf](#)
[May Flower Asian Grocery 2022 Application.pdf](#)

Storm Water Board Application 2022 - Miguel Vasquez (3 yr).pdf
09062022 - Easement Agreement With Pinnacle Farms LLC - W 6th St Project.pdf



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 08/18/2022 - 09/07/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Joyce's Greenery	BVC	Spooner Sign Services- July 2022	576.00
Alan Slight	BVC	10.15.2022 Proctor Testing	75.00
Storm Lake Garage Door Service, LLC	BVC	Lime Press Door Repairs	75.00
Buena Vista County Solid Waste	BVC	Recycling	86.32
	BVC Total:	812.32	
Contract/Agreement			
Kramer Well Drilling, LLC	Contract/Agreement	Pay #4 of Fiber Improvements- 2021	483,613.73
Godbersen-Smith Construction Co., Inc	Contract/Agreement	Pay #5 of Hwy 7/110 Intersection	457,244.42
SCE, LLC	Contract/Agreement	Pay #1 of 4th Street Watermain Improv	85,887.60
I & S Group, Inc	Contract/Agreement	Draft Plan Services	21,000.00
Christiansen Commercial Contracting, Inc	Contract/Agreement	Pay #7 of Radio Park LS	12,226.50
Local Government Professionals Services, ll	Contract/Agreement	Grant Writing Services	5,600.00
I & S Group, Inc	Contract/Agreement	Design Services	8,480.01
	Contract/Agreement Total:	1,074,052.26	
Local			
MidAmerican Energy Company	Local	Electric Services	75,408.61
Visual Edge Inc	Local	New Copiers	24,354.00
Stille Pierce & Pertzborn	Local	KP GL Audit	10,284.83
Storm Lake Industrial Corporation	Local	Pay Request #1 of FY2023	8,000.00
Visual Edge Inc	Local	New Plotter	6,300.00
L & G Products, Inc	Local	Mulch	2,991.50
Dianne Johnson	Local	Bd & Disp Cats & Dogs	2,887.63
Edwards Storm Lake	Local	Brake Pad Kits	2,708.51
Bomgaars Supply, Inc	Local	Supplies	2,514.82
Smith Concrete Service Inc	Local	Concrete	2,302.65
Arnold Motor Supply, LLP	Local	Supplies	1,681.54
The Storm Lake Times	Local	July 2022 Publications	1,324.60
WalMart #01-1526	Local	Supplies	1,195.93
Stille Pierce & Pertzborn	Local	Sunrise Liq Audit	1,154.43
Smith Concrete Service Inc	Local	Concrete	921.06
A & A Automotive	Local	New Tires	893.47
Wiese Plumbing & Heating, Inc	Local	Water Line Repairs	812.24
Stanton Electric, Inc	Local	Pump Shed Repairs	811.97
Wiese Plumbing & Heating, Inc	Local	Sewer Cleaning Services	776.95
Vetter Equipment	Local	Equipment	620.99
Edwards Storm Lake	Local	Seatbelt Repairs	398.61
Fastenal Company	Local	Supplies	394.68
Graham Tire	Local	New Tire	324.15
Qwest Corporation	Local	Phone Service	249.64
Plumbing & Heating Wholesale, Inc	Local	Faucet Repairs	225.17
Stickers and Posters.com	Local	Base Decals	205.00
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Couplers	174.67
Stanton Electric, Inc	Local	Recept Repairs	169.58
Mike's Lawn Service, Inc	Local	Tempo	157.00
Rent-All, Inc	Local	Scissor Lift Rental	129.00
Iowa Office Supply Inc	Local	Office Supplies	112.01
Vetter Equipment	Local	Filter & Supplies	108.84
Rebnord Technologies, Inc	Local	Toner	104.95
Vetter Equipment	Local	Muffler	93.40
Visual Edge Inc	Local	Copier Maintenance Agreement	88.99
A & A Automotive	Local	Serviced P4	85.97
Marilyn Fields	Local	10.15.2022 Proctor Testing	75.00
Vetter Equipment	Local	Supplies	58.99

My Buy Local_v1

Payment Date Range: 08/18/2022 - 09/07/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
Visual Edge Inc	Local	Copier Maintenance Agreement	107.98
Hy-Vee, Inc	Local	Supplies	47.11
Iowa Office Supply Inc	Local	Name Plates	42.50
Michael P. Reinert	Local	Tubing	38.70
A & A Automotive	Local	Service	32.65
Rebnord Technologies, Inc	Local	Speaker System	29.95
A & A Automotive	Local	Tire Repairs	26.12
Iowa Office Supply Inc	Local	Supplies	25.81
Hunter Htoo	Local	Interpretation Services	25.00
Visual Edge Inc	Local	Copier Maintenance Agreement	47.98
Iowa Office Supply Inc	Local	Supplies	12.11
Plumbing & Heating Wholesale, Inc	Local	Supplies	11.56
Visual Edge Inc	Local	Copier Maintenance Agreement	9.99
Plumbing & Heating Wholesale, Inc	Local	Supplies	15.07
Storm Lake Hydraulics Co, Inc	Local	Pipe	6.74
Stille Pierce & Pertzborn	Local	Komatsu Loader Addition	-158.00
		Local Total:	151,422.65
Non-Local			
Housby Heavy Equipment, LLC	Non-Local	Wheel Loader	247,871.00
Brown Bear Corporation	Non-Local	Brown Bear Paddle Aerator	69,766.00
Charles Sargent Irrigation Company, Inc	Non-Local	Test Well Drilling	58,784.00
Eastern Aviation Fuels, Inc	Non-Local	Jet A Fuel	31,837.10
Muni Fire/Police Retire	Non-Local	MFPRSI withholdings	18,640.94
Iowa Public Employees	Non-Local	IPERS withholdings	17,961.27
EFTPS	Non-Local	Federal withholding taxes	31,558.19
Hawkins, Inc	Non-Local	Chemicals	10,486.26
Municipal Supply, Inc	Non-Local	Couplers	8,712.50
Mississippi Lime Company	Non-Local	Lime	14,418.09
Treasurer State of Iowa	Non-Local	State withholding taxes	7,094.63
Mississippi Lime Company	Non-Local	Lime	6,911.79
Davis Equipment Corporation	Non-Local	Spreader	5,400.00
EFTPS	Non-Local	Federal withholding taxes	5,200.36
Carroll Distributing & Construction Supply,	Non-Local	Screed Assembly & Pipe	3,857.63
Malloy Electric & Bearing Supply	Non-Local	Service Call	2,970.00
Linde Inc	Non-Local	Carbon Dioxide	2,723.29
SGS, LLC	Non-Local	Garbage Services	2,053.75
Radio Communications Co, Inc	Non-Local	Siren Inspection	1,806.72
National Tactical Officers Association	Non-Local	SWAT Team Leader Dev Reg- Bravo & Mcdona	1,475.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,448.00
ATCO Manufacturing Company	Non-Local	Supplies	1,317.60
Environmental Products & Accessories, LLC	Non-Local	Supplies	1,224.56
Dale Vitito	Non-Local	Uniform	1,124.57
Education Speciality Publishing	Non-Local	Education Materials	1,101.50
Utility Supply of America, Inc	Non-Local	Hydrant Extensions	961.72
Chicago, Central & Pacific Railroad Co	Non-Local	Cayuga Street Surface Crossing Resortation	926.34
Utility Supply of America, Inc	Non-Local	Certification Training Material	914.29
Rice Signs LLC	Non-Local	Signs	796.59
Strategic Insights, Inc	Non-Local	CIP Software Annual Subscription	775.00
National Tactical Officers Association	Non-Local	Basic Crisis Negotiations Registration- Weflen	765.00
Ahlers & Cooney, P.C.	Non-Local	Brash LLC DA Services	705.00
LG Playgrounds LLC	Non-Local	Blue Granulars	703.00
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	700.00
Public Agency Training Council	Non-Local	Registration- Nieland	650.00
Pryor Learning Solutions, Inc	Non-Local	First Time Manager Registration	596.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	524.00
Getty Images (US), Inc.	Non-Local	Istock Subscription	518.75
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	464.00
NJ Criminal Interdiction LLC	Non-Local	Drug ID Training Registration- Solem & Butler	450.00
Mass Mutual	Non-Local	457 plan withholding	450.00
W. W. Grainger, Inc	Non-Local	Pipe & Couplings	435.86

My Buy Local_v1

Payment Date Range: 08/18/2022 - 09/07/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
Foundation Analytical Laboratory, Inc	Non-Local	Testing Service	840.50
Hach Company	Non-Local	Supplies	411.40
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	400.00
Boji Portable Toilets Inc	Non-Local	Portable Toilet Rentals	400.00
NJ Criminal Interdiction LLC	Non-Local	Case Law Registration- Lane & McDonald	398.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	397.40
Collection Services Center	Non-Local	Child Support payments	375.33
Municipal Supply, Inc	Non-Local	Meter Register	373.09
W. W. Grainger, Inc	Non-Local	Tactical Sledge	336.87
Iowa Public Employees	Non-Local	IPERS withholdings	297.96
P.Q.L., Inc.	Non-Local	Lights	288.36
Boji Portable Toilets Inc	Non-Local	Portable Toilet Rentals	280.00
JSSS, LLC	Non-Local	Jetting Services	262.50
Davis Equipment Corporation	Non-Local	Decoder	207.29
Siouxland Turf Products	Non-Local	Chemicals	187.50
Sioux City Mercy Medical Clinic	Non-Local	Physical- Kutz	175.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	339.00
Underground Location Company	Non-Local	Locate Services	152.50
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	151.00
NJ Criminal Interdiction LLC	Non-Local	Report Writting Registration- Nguyen	149.00
Iowa Lakes Regional Water	Non-Local	Water Service	145.24
Dale Vitito	Non-Local	Uniform- Beauregard	135.24
Marcus Lumber Company Corp	Non-Local	Supplies	86.80
James M. Sweeney & Assosicates, Inc	Non-Local	Background Checks	82.30
Hach Company	Non-Local	Supplies	81.74
Northwest Iowa League of Cities	Non-Local	FY2023 Dues	75.00
James M. Sweeney & Assosicates, Inc	Non-Local	Background Checks	70.30
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	62.00
Thompson Electric Company	Non-Local	PLC Clock Setting	57.50
Hach Company	Non-Local	Supplies	57.22
UnityPoint Clinic- Occupational Medicine	Non-Local	Testing Services	42.00
Marcus Lumber Company Corp	Non-Local	Supplies	41.85
Steven A Beeck	Non-Local	Window Cleaning Services	41.00
Toyne, Inc	Non-Local	Air Horn Switch	38.27
Iowa County Attorneys Association	Non-Local	Sex Crimes Workshop Registration- Nieland	35.00
Non-Local Total:			574,554.46
Payroll/Refunds			
AFLAC	Payroll/Refunds	Aflac withholdngs	529.57
Matthew J Beckman	Payroll/Refunds	DW Treatment 1- Certification Fee	85.08
AFLAC	Payroll/Refunds	Aflac withholdings	15.37
Payroll/Refunds Total:			630.02
Grand Total:			1,801,471.71

Operating
City of Storm Lake
Payment Register
From 8/11/2022 to 8/31/2022

Date	Vendor	Type	Number	Amount
8/17/2022	Weigand-Omega Management Fee	Regular	6959	29,078.32
8/17/2022	ACCO Unlimited Corporation	Regular	6960	6,113.90
8/17/2022	Amazon Capital Services, Inc	Regular	6961	1,110.95
8/17/2022	Cintas Corporation	Regular	6962	1,921.14
8/17/2022	Midwestern Mechanical of Iowa dba Copper Cottage	Regular	6963	369.00
8/17/2022	COUNSEL	Regular	6964	484.28
8/17/2022	Daniels Filter Service	Regular	6965	3,494.16
8/17/2022	ECOLAB	Regular	6966	104.65
8/17/2022	GuestSupply	Regular	6967	211.36
8/17/2022	HD Supply Facilities Maintenance LTD	Regular	6968	633.24
8/17/2022	Hermel Wholesale	Regular	6969	1,140.63
8/17/2022	HyVee	Regular	6970	929.87
8/17/2022	KAYL/KKIA	Regular	6971	961.25
8/17/2022	Kelli's Gift Shop Suppliers	Regular	6972	1,995.96
8/17/2022	Laurens House of Print, LTD	Regular	6973	394.67
8/17/2022	Loffredo Gardens DBA Loffredo Fresh Foods Inc	Regular	6974	2,996.67
8/17/2022	Long Lines LLC	Regular	6975	1,015.09
8/17/2022	Marcus Lumber Co	Regular	6976	84.00
8/17/2022	Mediacom	Regular	6977	492.90
8/17/2022	MidAmerican Energy	Regular	6978	1,879.67
8/17/2022	Mood Media North America Holding LLC	Regular	6979	114.00
8/17/2022	Nelson's Premix and Vet Supply	Regular	6980	1,202.50
8/17/2022	Michael P. Reinert dba Olsen Welding & Machine	Regular	6981	15.00
8/17/2022	Bottling Group, LLC dba Pepsi Beverages Company	Regular	6982	1,978.67
8/17/2022	Plumbing and Heating Wholesale, Inc.	Regular	6983	208.82
8/17/2022	Rebnord Technologies, Inc.	Regular	6984	2,973.33
8/17/2022	Rolloff Dumpster Rental of Iowa INC.	Regular	6985	1,061.96
8/17/2022	Sceptre Hospitality Resources, LLC	Regular	6986	3,905.32
8/17/2022	Schumacher Elevator Company	Regular	6987	10,731.01
8/17/2022	SGS, LLC	Regular	6988	40.00
8/17/2022	Speed's Auto Supply Inc.	Regular	6989	953.10
8/17/2022	Spencer Radio Group	Regular	6990	88.00
8/17/2022	Storm Lake Ace Hardware	Regular	6991	1,105.49
8/17/2022	Sysco Iowa, Inc.	Regular	6992	18,819.62
8/17/2022	TK Elevator Corporation	Regular	6993	250.35
8/17/2022	Travel and Transport, Inc.	Regular	6994	53.97
8/17/2022	Tri-County Special	Regular	6995	200.00
8/17/2022	TY Inc.	Regular	6996	137.21
8/17/2022	UPS	Regular	6997	41.61
8/17/2022	Weigand-Omega Management Inc	Regular	6998	143.76
8/19/2022	Weigand Omega Management Payroll	Regular	6999	147,327.64

246,763.07

8/12/2022 ACH Payment 103836 MARTIN BROTHERS	3,378.18
8/12/2022 ACH Payment City Of Storm La Utility Bi	3,350.63
8/12/2022 ACH Payment City Of Storm La Utility Bi	1,012.85
8/12/2022 ACH Payment City Of Storm La Utility Bi	112.44
8/12/2022 ACH Payment City Of Storm La Utility Bi	8.00
8/15/2022 ACH Payment 42-6005255 Hy-Vee #01634 (S	373.99
8/16/2022 ACH Payment 103836 MARTIN BROTHERS	1,451.73
8/16/2022 ACH Payment 42-6005255 Johnson Brothers	537.50
8/16/2022 ACH Payment 42-6005255 Johnson Brothers	150.00
8/16/2022 ACH Payment DOLL DISTRIBUTIN EDI PYMNTS	579.00
8/16/2022 ACH Payment DOLL DISTRIBUTIN EDI PYMNTS	118.30
8/16/2022 ACH Payment DOLL DISTRIBUTIN EDI PYMNTS	58.80
8/19/2022 ACH Payment 103836 MARTIN BROTHERS	2,780.67
8/23/2022 ACH Payment 103836 MARTIN BROTHERS	1,214.01
8/23/2022 ACH Payment 42-6005255 Hy-Vee #01634 (S	432.78
8/23/2022 ACH Payment 42-6005255 Johnson Brothers	587.70
8/23/2022 ACH Payment DOLL DISTRIBUTIN EDI PYMNTS	907.55
8/23/2022 ACH Payment DOLL DISTRIBUTIN EDI PYMNTS	530.00
8/23/2022 ACH Payment DOLL DISTRIBUTIN EDI PYMNTS	170.70
8/26/2022 ACH Payment 103836 MARTIN BROTHERS	3,732.41
8/26/2022 ACH Payment C32759 SHIFT4-DEBITS	596.00
8/29/2022 ACH Payment 42-6005255 Hy-Vee #01634 (S	395.65
8/30/2022 ACH Payment 103836 MARTIN BROTHERS	1,100.22
8/30/2022 ACH Payment 42-6005255 Johnson Brothers	624.25
8/30/2022 ACH Payment 490713 IA DEPT OF REV	75,548.60
8/30/2022 ACH Payment DOLL DISTRIBUTIN EDI PYMNTS	489.00
8/30/2022 ACH Payment DOLL DISTRIBUTIN EDI PYMNTS	118.75
8/31/2022 ACH Payment 42-6005255 Johnson Brothers (Pending)	43.80
	100,403.51

**CITY OF STORM LAKE CITY HALL COUNCIL CHAMBERS REGULAR COUNCIL
SESSION MEETING, AUGUST 15, 2022 5:00 PM**

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

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

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

Pledge of Allegiance

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

Disclosures – No items at this time.

Hear the Public

Consent Agenda - Moved by Council Member Martinez to approve the Consent Agenda, list of bills Check #'s 78742 through 78815, EFT #'s 911, 3237 through 3283, DFT #'s 1624 through 1647, King's Pointe and Sunrise Pointe disbursements, approve the August 1, 2022 City Council minutes, approve renewal liquor licenses for BozWellz, Hy-Vee Fast & Fresh, Waterview (KC Hall), approve Dennis Freking application for the Storm Lake Municipal Band (term to expire 06/30/2024), approve the noise variance amendment for BVU Welcome Weekend, approve the SLPD City Code Enforcement update. Seconded by Council Member Ricklefs. Vote: All ayes with Council Member Ramos absent. Motion carried.

Unfinished Business – No items at this time.

Development Agreement with Brash, L.L.C. - Mayor Porsch opened the public hearing for a proposal to enter into a Development Agreement with Brash, L.L.C. stating this was the time and place for any comments. Receiving no comments from City Council or the public, the Mayor then closed the public hearing.

Moved by Council Member McKinney to adopt Resolution No. 07-R-2022-2023 approving and authorizing execution of a development agreement by and between the City of Storm Lake and Brash, L.L.C. Seconded by Council Member Martinez. Roll call vote: All ayes with Council Member Ramos absent. Motion carried.

RESOLUTION NO. 07-R-2022-2023

**RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF STORM LAKE AND BRASH, L.L.C.**

WHEREAS, the City has received a proposal from Brash, L.L.C. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the City as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of 4 single-family duplexes (8 housing units), a stormwater detention basin located at W. 6th Street and Iowa Hwy 110, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Developer has applied to the Iowa Economic Development Authority for tax incentives related to this project under the Workforce Housing Tax Credit program; and

WHEREAS, in exchange for the Developer's development obligations and as a proposed local match to possible incentives for the project under the State's Workforce Housing Tax Credit program, the Agreement proposes that the City will: (i) provide each building permit required from the City for construction of the Minimum Improvements at the reduced fee of \$1.00 per permit, and (ii) construct certain Public Infrastructure Improvements (as defined in the Agreement) in support of the project, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement further proposes that the Developer would be eligible to apply for tax abatement under the City's Storm Lake Urban Revitalization Plan for portions of the Minimum Improvements that are assessed as residential; provided, however, that the Minimum Improvements would not be eligible for the tax abatement offered under the City's Urban Revitalization Plan for properties containing 3 or more separate dwelling units that area assessed as residential under Iowa Code Section 441.21(14)(a)(6); and

WHEREAS, Iowa Code Chapter 15A authorizes cities to provide incentives for economic development, and the City recognizes that the availability of workforce housing contributes to economic development and the creation and retention of jobs and employees within the City; and

WHEREAS, Iowa Code Section 15.351, et seq., authorizes the Workforce Housing Tax Incentives Program and directs requirements for local participation and matching incentives from local governments; and

WHEREAS, Iowa Code Chapter 384 authorize cities to construct public infrastructure improvements; and

WHEREAS, Iowa Code Chapter 404 authorizes cities to adopt urban revitalization plans and offer tax abatement incentives thereunder; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapter 15A, Code of Iowa, taking into account any or all of the factors set forth therein, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement be and is hereby declared to be a public undertaking and purpose and, further, that the Agreement and the City's performance thereunder is in furtherance of the objectives of the Workforce Housing Tax Incentives Program under Iowa Code Section 15.351, et seq., and in furtherance of appropriate economic development activities and objectives of the City within the meaning of Iowa Code Chapter 15A, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and

directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 15th day of August 2022.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Library Courtyard - Moved by Council Member Ricklefs to approve a submission of a grant to T-Mobile for a revitalization project for the Library Courtyard area. Seconded by Council Member Rice. Vote: All ayes with Council Member Ramos absent. Motion carried.

Storm Lake Library CDBG – COVID (CV) Funding Grant - Mayor Porsch opened the public hearing for plans, specifications, form of contract and engineer's estimate for the Storm Lake Library HVAC renovation project stating this was the time and place for any comments. Receiving no comments from City Council or the public, the Mayor then closed the public hearing.

Moved by Council Member Martinez to adopt Resolution No. 08-R-2022-2023 approving plans, specifications, form of contract and engineer's estimate for the Storm Lake Library HVAC renovation project. Seconded by Council Member Ricklefs. Roll call vote: All ayes with Council Member Ramos absent. Motion carried.

RESOLUTION NO.08-R-2022-2023

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND COST ESTIMATE FOR THE STORM LAKE LIBRARY HVAC AND TELEHEALTH ROOM PROJECT

WHEREAS, the City of Storm Lake and the Storm Lake Public Library have a need to complete an upgrade of the Library HVAC system and to develop a telehealth room to provide enhanced and safer services to the community during times of a pandemic; and,

WHEREAS, the City of Storm Lake has published notice of a public hearing on the plans, specifications, form of contract, and cost estimate for the Storm Lake Library HVAC and Telehealth Room Project; and,

WHEREAS, the City of Storm Lake has held a public hearing at their regular City Council meeting on August 15, 2022, prior to consideration of this resolution; and,

WHEREAS, the plans, specifications, form of contract, and cost estimate have been on file with the City Clerk.

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

SECTION 1. That the plans, specifications, form of contract, and cost estimate are hereby approved as the plans, specifications, form of contract, and cost estimate for the Storm Lake Library HVAC and Telehealth Room Project.

PASSED AND APPROVED ON THIS 15TH DAY OF AUGUST, 2022 BY THE STORM LAKE CITY COUNCIL.

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Moved by Council Member Rice to adopt Resolution No. 09-R-2022-2023 approving bid and awarding contract Woodruff Construction for the Storm Lake HVAC renovation project. Project cost is \$599,700.00. Seconded by Council Member Martinez. Roll call vote: All ayes with Council Member Maria Ramos absent. Motion carried.

RESOLUTION NO. 09-R-2022-2023

**RESOLUTION ACCEPTING BIDS AND AWARDING BID FOR
THE STORM LAKE LIBRARY HVAC AND TELEHEALTH ROOM PROJECT**

WHEREAS, the City of Storm Lake and the Storm Lake Public Library received bids for the Storm Lake Library HVAC and Telehealth Room Project on Tuesday, August 9, 2022 as prescribed in the plans and specifications adopted and directed by the City Council; and,

WHEREAS, at the time of the bid letting the City received one bid for the Storm Lake Public Library HVAC and Telehealth Room Project, which is shown in the attached bid tabulation provided by the project architect; and,

WHEREAS, following a thorough review by the project architect and City staff the City Council has a duty to either reject all bids or to accept the bids and award the bid for the project.

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

SECTION 1. That the City of Storm Lake accepts the bids received at the bid letting on August 9, 2022, as the official bids received for the Storm Lake Library HVAC and Telehealth Room Project.

SECTION 2. That the City of Storm Lake awards the Storm Lake Library HVAC and Telehealth project declares the following bid to be the lowest responsive and responsible bid received for the project:

Contractor: Woodruff Construction of Fort Dodge, Iowa
Amount of Bid: \$599,700.00
Portion of Project: Entire Base Bid – NOT Including Alternate No. 01

SECTION 3. The project architect is hereby directed to work with the City Clerk and Woodruff Construction to complete the appropriate contract, performance bond, payment bond, and certificate of insurance required for this project and to bring back to the City Council said documents for formal approval at the September 6, 2022 regular City Council meeting.

PASSES AND APPROVED THIS 15TH DAY OF AUGUST, 2022, BY THE STORM LAKE CITY COUNCIL

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Work Session - Golf Course Update and discussion of Code Established Fees. - Mayor Porsch informed the City Council and the public that typically a work session is a conversation between the City Council members only. Since this work session also has an agenda item attached to it, potentially, we will open this up for people who might have some input on this item.

Finance Director Brian Oakleaf informed City Council, staff and the public about the City fee code and how it works and what is involved in determining fees, and discussed revenue and expenditures for the golf course. There are options for City Council to make in regard to charging fees: pull the fee from City Code, don't charge the fee, or hire a third party management company to control the collection of the fees.

King's Pointe General manager Amy Von Bank spoke to the City Council, staff and the public and mentioned the following. As general manager, Amy had the same goals for the golf course as everywhere else to increase the revenue to repair, replace and upgrade and grow and to increase the wages. Looks forward to creating opportunities for people to have fun at the resort and golf course, create sustainability by cutting costs and allow for strong growth and use of operations. Also, to provide a consistent experience in all areas including applying the fees, contracts, donations, customer service, etc. Amy explained the circumstances that occurred on April 25th, 2022 which brought about the work discussion today. By consistently applying the fees in all departments including golf, we have been able to pay for several thousands of dollars of necessary repairs and upgrades. Asks that all who come to the golf course or any part of the resort to pay their fair share of the fees and help support our local amenities.

Craig Boyd sent a written request and asked the City to rescind the trail fees and the rental of the backroom of the golf course for the Northwest Iowa Men's Senior League. Tim Frederickson introduced himself as the president of the Northwest Iowa Men's Senior League. Tim apologized for the displayed behavior on April 25th. Tim informed the Council that if the City doesn't rescind

the fees requested by the Senior leagues, the leagues will leave Storm Lake and play in Alta and the City will lose \$4,000.00.

Staff Accountant Tyler Gibbins clarified the fee charges to the City Council. Mayor Porsch then asked the Council if there was any other discussions or comments for this work session and asked if there were changes needed to the resolution. There were no discussions or comments and there would be no resolution changes.

City Council members reviewed the requests and determined that the City will continue to follow the fee resolution No. 75-R-2021-2022.

Agenda Item Resolution No. 10-R-2022-2023 Amending the Fee Resolution For The Golf Course Fee died due to lack of motion.

Work Session- Golf Cart Use on City Streets- Dr. David Archer sent a letter requesting golf cart use from Lakeside to Sunrise Pointe Golf Course. Dr. Archer explained that he is requesting to use golf carts on the City street from Lakeside to Sunrise Pointe Golf Course as the new Iowa law did not include golf cart use on City streets. Iowa law states that Municipalities can specify certain streets for golf cart use.

City Council discussed and reviewed the request. It was determined that the request needs further research before any decisions could be made. Requested further review of other city policies, review Federal classifications and state codes to avoid any violations, possibility of imposing a permit for use of golf carts, review age requirements for driving golf carts on City streets, and other vehicle regulations needed for the golf carts.

City Council Requested Items

October 3, 2022 - Golf cart use on city streets

September 19, 2022 - Discuss allowing pets at public events

October 17, 2022 - Campground Operations Review

Adjourn – Moved by Council Member McKinney to adjourn at 5:55 pm. Seconded by Council Member Ricklefs. Vote: All ayes with Council Member Ramos absent. Motion carried.

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, July 11, 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; Dana Larsen, City Hall; Patricia Hampton, Witter Gallery Board President.

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

Disclosures by Board Members - None

Agenda – Moved by Board Member Wells to approve July 11 Agenda. Seconded by Board Member Lyngaas. Vote all ayes. Motion carried.

Public Hearing – None

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

Director's Report – Board Members had no questions on the Calendar, Bar Charts or Ledger. The Summer Reading Program continues with a Blank Park Zoo Virtual Tour on July 13. The Library and Friends will have a table at Kids Fest on July 17. Angela McCaulley, CMBA Architect, directed the progress review meeting on July 6 with Keri Navratil, Scott Olesen, Elizabeth Huff and Jim Eliason. Discussed were hazardous materials mitigation, the Telehealth Room and project calendar. Patricia Hampton, Witter Gallery wanted specific dates which the Library Director could not provide, instead of estimated architect's autumn months of construction. It was noted that there was no Contractor chosen by Council at the present time, so all questions or concerns would be tabled. The Library Director had an updated architect's calendar for the Witter Gallery which was given at the end of the board meeting. Library Clerk job description was submitted to City Hall. The Library Director received an ALA- University of Guadalajara travel grant to buy Spanish language materials and to visit the Sister Library in November.

Witter Gallery Report – Patricia Hampton passed around flyers of upcoming Witter events and had no other topics to discuss. Board President Hudspeth read an email from the City Manager; the Agreement Draft was not reviewed by the City Attorney and City Management due to ongoing Vicious Dog Testimonies and the Testamonies' legal calendar.

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

Approval of Board Officers – Moved by Board Member Wells to approve slate of officers as they stand for 2022-2023. Seconded by Board Member Lyngaas. Vote all ayes. Motion carried.

Approval of Circulation Policy – Moved by Board Member Lyngaas to approve changes as highlighted and discussed. Seconded by Board Member Freking. Vote all ayes. Motion carried.

Library Board Member Requested Items – None

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 August 8, 2022.

**Storm Lake Airport Commission
Regular Meeting, Airport Terminal
Monday, July 11, 2022, 4:00 PM**

Present: Commission Members Bob Ansoerge, Cynthia Turner and Jason Dierking. Absent: Commissioner Dan Richardson. Staff Present: John Bartholomew, Jim 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 Turner to approve the June 13, 2022, minutes. Seconded by Commissioner Dierking. Vote All ayes with Commissioner Richardson absent. Motion carried.

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

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

Airport Manager's Monthly Report – We adjusted door latches and tensioners on VT's hangar. Replaced light bulb in hangar A. Sprayed weeds in cracks on tarmac. Titan service people came and replaced fuel filters in both av gas and jet fuel pumps.

Courtesy Car Usage: 5 Miles: 56
Fuel Meter Reading: Jet A – 602,676
AV Gas – 140,097.5

Administration Report – The majority, if not all, of the items here are for informational purposes and require no action on behalf of the commission. Hangar Inspections: Annual hangar inspection notices have been mailed with a scheduled date of 8/8/2022 at 2:30pm. The commission will complete the walk-through followed by the commission meeting at 4pm. Concrete Repairs & Terminal Repairs: City crews are aware to the concrete concerns near hangar E and eaves in need of repair on the terminal building. Following the holiday, City crews will make these repairs in the coming weeks. ADIP Concerns: The FAA has reached out on Friday, July 1st requesting additional verification of trees beyond the ones that have field verified. Bolton & Menk are working on providing information to the FAA on the additional obstacles.

Adjourn – Moved by Commissioner Dierking to adjourn the meeting at 4:26 pm. Seconded by Commissioner Turner. Vote: All ayes with Commissioner Richardson absent. Motion carried.

Mayra Martinez, City Clerk



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Martha Smith

NAME OF BUSINESS(DBA)

Pro Day Spa

BUSINESS

(712) 732-6064

ADDRESS OF PREMISES

Pro Day Spa LLC 111 Salebarn
Rd Ste 9

PREMISES SUITE/APT NUMBER

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

5486 115 th ave

CITY

storm lake

STATE

Iowa

ZIP

50588

Contact Person

NAME

Martha Smith

PHONE

(712) 299-5615

EMAIL

nailartgreen@yahoo.com

License Information

LICENSE NUMBER

WCN000214

LICENSE/PERMIT TYPE

Class C Native Wine Permit

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

Aug 14, 2022

EXPIRATION DATE

Aug 13, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Native Wine Permit



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

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

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Aug 14, 2022

POLICY EXPIRATION DATE

Aug 13, 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

Sodexo America, LLC

NAME OF BUSINESS(DBA)

MMS at Buena Vista College

BUSINESS

(712) 749-2430

ADDRESS OF PREMISES

4th At College

PREMISES SUITE/APT NUMBER

CITY

Storm
Lake

COUNTY

Buena
Vista

ZIP

50588-0000

MAILING ADDRESS

9801 Washingtonian Blvd, 12th
Floor

CITY

Gaithersburg

STATE

Maryland

ZIP

20878-0000

Contact Person

NAME

Deborah Rowles

PHONE

(301) 987-4504

EMAIL

liquorlicense.usa@sodexo.com

License Information

LICENSE NUMBER

LC0024794

LICENSE/PERMIT TYPE

Class C Liquor License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

Oct 1, 2022

EXPIRATION DATE

Sep 30, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Liquor License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Catering, Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Sarosh Mistry	Laguna Beach	California	92651	President	0.00	Yes
Joan Rector McGlockton	Bethesda	Maryland	20817	Secretary	0.00	Yes
Thomas Morse	Gaithersburg	Maryland	20878	Vice President	0.00	Yes
Deborah Rowles						

Insurance Company Information

INSURANCE COMPANY

XL Insurance America Inc

POLICY EFFECTIVE DATE

Nov 1, 2021

POLICY EXPIRATION DATE

Nov 1, 2022



State of Iowa

Alcoholic Beverages Division

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		
Htee Soe	May flower Asian grocery	(712) 267-3069		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
200 West Railroad Street		Storm Lake	Buena Vista	50588
MAILING ADDRESS	CITY	STATE	ZIP	
200 West Railroad Street	Storm Lake	Iowa	50588	

Contact Person

NAME	PHONE	EMAIL
Htee soe	(712) 854-0755	mayflowerasianmarket@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class E Liquor License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
----------------	-----------------	----------------------

SUB-PERMITS

Class E Liquor License, Class C Beer Permit

PRIVILEGES

Status of Business



State of Iowa

Alcoholic Beverages Division

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Htee Soe	Kiron	Iowa	51448	Owner	100.00	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

Boards & Commissions Application

08/31/2022 9:09 AM (EDT)



First Name Miguel
Last Name Vasquez
Street Address 14 N Windsor Circle
City Storm Lake
State IA
Zip Code 50588
Phone Number 7122911536
Business Phone 7127325628
Email mickeyvasquez70@gmail.com
How many years have you lived in Storm Lake 1
List any volunteer/civic/community activity in which you have been involved: Rotary, few times coaching youth kids football.
Occupation Perishables Manager
Employer Hy-Vee
Please check the following City board or commission to which you would like to be appointed: Storm Water Adviosory
Why do you want to serve on this board or commission? I graduated from Storm Lake High School since then I've made it my goal to give back to my community in any way I can. I'd like to make Storm Lake a place people can be proud of. My huge focus later on is to give the youth more outlets to keep them away from bad influences . This is my way to get my foot in the door and give back.

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

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

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

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

I certify that all answers are correct and true.

File(s) attached:



Date 08/31/2022

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

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!

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

EASEMENT AGREEMENT

This Agreement is made and entered into this 6th day of September, 2022, by and between Pinnacle Farms, L.L.C., also known as Pinnacle Farms, LLC, an Iowa limited liability company, of Storm Lake, Buena Vista County, Iowa, referred to below as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, referred to as Grantee below.

SECTION I.

PERPETUAL EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys to Grantee, its successors and assigns, a perpetual easement for the purpose of laying, constructing, operating, inspecting, repairing, maintaining, replacing, substituting, relocating and removing water lines, sanitary sewer pipelines, water and sewer services, driveways, and appurtenant structures, in, over, under, across, and through the real estate described under the heading, "Description Easement No. 3" on attached Exhibit A, an Acquisition Plat prepared by J. Scott Shevel. The real estate subject to the perpetual easement is referred to below as the Perpetual Easement Area.

SECTION II.

TEMPORARY WORK SPACE EASEMENT

For the same consideration, Grantor further grants to Grantee a temporary easement on the real estate described under the heading, "Description Easement No. 4" on attached Exhibit A, for use in the construction and installation of water lines, sewer lines, water and sewer services, driveways, and appurtenant structures on the Perpetual Easement Area. The real estate subject to the temporary easement is referred to below as the Temporary Easement Area. This temporary easement grant includes, but is not limited to, the right of the Grantee, its successors and assigns, to use the Temporary Easement Area for the purposes of accessing the Perpetual Easement Area and hauling, transporting and storing materials, supplies, machinery and equipment during the construction and installation of the water lines, sanitary sewer pipelines, water and sewer services, driveways, and appurtenant structures and during the restoration of the Temporary Easement Area. The temporary easement shall terminate on the date that construction and installation of such facilities have been completed and the Temporary Easement Area has been restored as required below.

SECTION III.

TERM

The rights granted in Section I shall be possessed and enjoyed by Grantee, its successors and assigns so long as any of the facilities permitted to be constructed, installed, used, maintained, or replaced on the Perpetual Easement Area continues to be maintained and operated by Grantee, its successors or assigns.

SECTION IV.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the Perpetual Easement Area for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION V.

RIGHTS OF GRANTOR

Grantor reserves the right to use and enjoy the Perpetual Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation other than driveways on any part of the Perpetual Easement Area or to fence the whole or any part thereof.

SECTION VI.

PIPELINE DEPTH; TREATMENT AND RESTORATION OF SURFACE

Grantee agrees to bury the water and sewer pipelines, water and sewer services, and structures appurtenant thereto to a depth sufficient to avoid any interference with the normal uses which Grantor might make of Grantor's property. In the repair, installation, construction, relocation, replacement or removal of such underground facilities, or the exercise of its other rights under this agreement, Grantee shall remove the topsoil from the Perpetual Easement Area separately from the other materials removed by Grantee and shall replace said topsoil in the Perpetual Easement Area upon completion of the work. Within a reasonable time after the

completion of the repair, installation, construction, relocation, replacement or removal of the facilities or other exercise of its rights under this agreement, Grantee shall restore the Perpetual Easement Area as near to its condition before the repair, construction or other work as possible. Grantee further agrees that, after any restoration, the Perpetual Easement Area shall be left free of any large stones, holes or piles of dirt, and the Perpetual Easement Area shall be reseeded to grass, if necessary. Grantee shall restore the surface of the Temporary Easement Area as near to the condition of the Temporary Easement Area immediately before the construction and installation of the permitted facilities as may be possible.

SECTION VII.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the real estate described herein that is subject to the Perpetual Easements and the Temporary Easement and has the right, title and capacity to grant said premises.

SECTION VIII.

EFFECT OF AGREEMENT

This Agreement 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 in Storm Lake, Iowa,
on the day and year first above written.

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

PINNACLE FARMS, L.L.C.

By: _____
Michael Porsch, Mayor

By: _____
Derrick Randall, Manager

ATTEST:

Mayra A. Martinez, City Clerk

By: _____
Megan Sullivan, Manager

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, 2022, 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 on September 1st, 2022, by Derrick Randall
and Megan Sullivan, as the Managers of Pinnacle Farms, L.L.C.

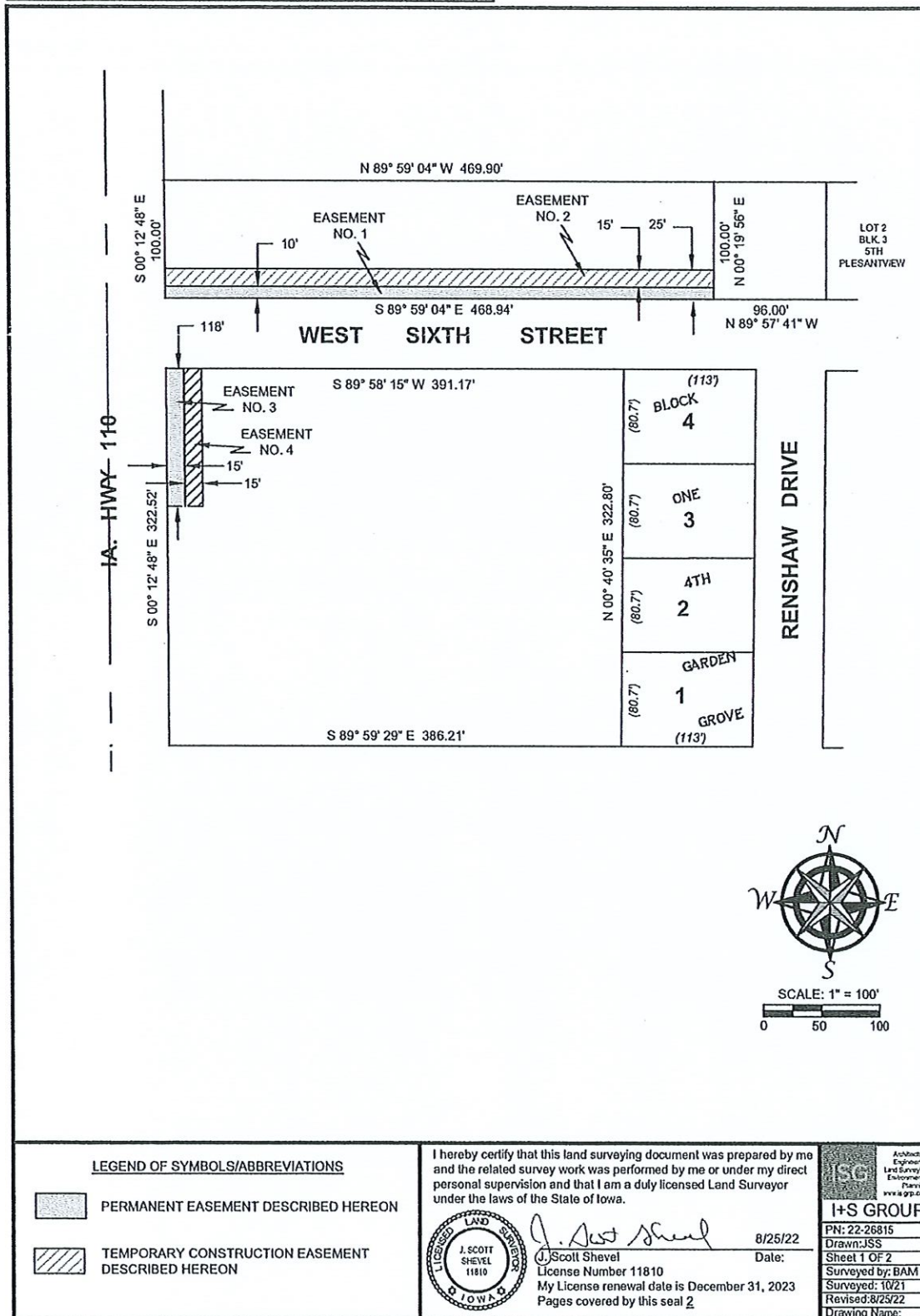
Nelda Kirkholm

Notary Public for the State of Iowa



INDEX LEGEND	
ACQUISITION PLAT	
COUNTY: BUENA VISTA	
LOT:	
SECTION: 4	
TOWNSHIP: T-90-N	
RANGE: R-37-W 5TH P.M.	
ALIQUOT PART: NW 1/4 NW FRAC 1/4	
PROPRIETOR - EASEMENTS 1&2: BRASH LLC	
PROPRIETOR - EASEMENT 3 & 4: PINNACLE FARMS	
SURVEY PREPARED FOR: CITY OF STORM LAKE	
SURVEY PREPARED BY: J. SCOTT SHEVEL IOWA PLS NO. 11810	
COMPANY NAME: ISG	
ADDRESS: 1725 N. LAKE AVE, STORM LAKE, IA. 50588	
PHONE: 712-732-7745	

Exhibit A



DESCRIPTION EASEMENT NO. 1

A PERMANENT EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF WATER LINES, WATER AND SEWER SERVICES, DRIVEWAYS, AND APPURTENANT STRUCTURES OVER UNDER AND ACROSS THE SOUTH TEN FEET (S. 10') OF THE FOLLOWING DESCRIBED PARCEL LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW ¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA;

Commencing at the Southwest (SW) corner of Lot Two (2), Block Three (3), Fifth Pleasantview Addition to the City of Storm Lake; Thence North 89° 57' 41" West, along the North line of West Sixth Street, 96.00 feet to the West line of a previously described tract, being also the Point of Beginning. Thence North 00° 19' 56" East, along said West, line, 100.00 feet; Thence North 89° 59' 04" West, 469.90 feet to the East line of Iowa Highway 110; Thence South 00° 12' 48" East, along said East line, 100.00 feet to the North line of West Sixth Street; Thence South 89° 59' 04" East, along said North line, 468.94 feet to the Point of Beginning.

DESCRIPTION EASEMENT NO. 2

A TEMPORARY EASEMENT FOR CONSTRUCTION OF WATER LINES, WATER AND SEWER SERVICES, DRIVEWAYS, AND APPURTENANT STRUCTURES OVER UNDER AND ACROSS THE NORTH FIFTEEN FEET (N. 15') OF THE SOUTH TWENTY-FIVE FEET (S. 25') OF THE FOLLOWING DESCRIBED PARCEL LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW ¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA;

Commencing at the Southwest (SW) corner of Lot Two (2), Block Three (3), Fifth Pleasantview Addition to the City of Storm Lake; Thence North 89° 57' 41" West, along the North line of West Sixth Street, 96.00 feet to the West line of a previously described tract, being also the Point of Beginning. Thence North 00° 19' 56" East, along said West, line, 100.00 feet; Thence North 89° 59' 04" West, 469.90 feet to the East line of Iowa Highway 110; Thence South 00° 12' 48" East, along said East line, 100.00 feet to the North line of West Sixth Street; Thence South 89° 59' 04" East, along said North line, 468.94 feet to the Point of Beginning.

DESCRIPTION EASEMENT NO. 3

A PERMANENT EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SANITARY SEWER LINES AND APPURTENANT STRUCTURES OVER UNDER AND ACROSS THE NORTH ONE HUNDRED EIGHTEEN FEET (N. 118') OF THE WEST FIFTEEN FEET (W. 15') OF THE FOLLOWING DESCRIBED PARCEL LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW ¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA;

Beginning at the Southwest (SW) corner of Lot One (1), Block One (1), Fourth Garden Grove Addition to the City of Storm Lake; Thence North 00° 40' 35" East, along the West line of said Block One (1), 322.80 feet to the Northwest (NW) corner of Lot Four (4), in said Block One (1); Thence South 89° 58' 15" West, along the South line of West Sixth Street, 391.17 feet to the East line of Iowa Highway 110; Thence South 00° 12' 48" East, along said East line, 322.52 feet; Thence South 89° 59' 29" East, 386.21 feet to the Point of Beginning.

DESCRIPTION EASEMENT NO. 4

A TEMPORARY EASEMENT FOR CONSTRUCTION OF SANITARY SEWER LINES AND APPURTENANT STRUCTURES OVER UNDER AND ACROSS THE NORTH ONE HUNDRED EIGHTEEN FEET (N. 118') OF THE EAST FIFTEEN FEET (W. 15') OF THE WEST THIRTY FEET (W. 30') FOLLOWING DESCRIBED PARCEL LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW ¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA;

Beginning at the Southwest (SW) corner of Lot One (1), Block One (1), Fourth Garden Grove Addition to the City of Storm Lake; Thence North 00° 40' 35" East, along the West line of said Block One (1), 322.80 feet to the Northwest (NW) corner of Lot Four (4), in said Block One (1); Thence South 89° 58' 15" West, along the South line of West Sixth Street, 391.17 feet to the East line of Iowa Highway 110; Thence South 00° 12' 48" East, along said East line, 322.52 feet; Thence South 89° 59' 29" East, 386.21 feet to the Point of Beginning.

ISC	Architecture
	Engineering
	Land Surveying
	Environmental
	Planning
	www.iscgroup.com
I+S GROUP	
PN: 22-26815	
Drawn: JSS	
Sheet 2 OF 2	
Surveyed by: BAM	
Surveyed: 10/21	
Revised: 6/6/22	
Drawing Name:	

Staff Summary

09/06/2022

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:	\$ 812.32
• Contract/Agreement:	\$1,074,052.26
• Local:	\$ 151,422.65
• Non-Local	\$ 574,554.46
• Payroll/Refunds/Payroll Tax & Ins:	\$ 304,529.16
• TOTAL EXPENSES:	\$2,105,370.85

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

[Buy Local 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	1,587,629.80	1,587,629.80	800,317.61	483,613.73	1,283,931.34	303,698.46
OP1.124889	2021 Cabin Construction	3,300.00	3,300.00	1,855.00	0.00	1,855.00	1,445.00
OP1.125106	BRIC	7,978,418.00	7,978,418.00	106,516.49	0.00	106,516.49	7,871,901.51
OP1.126252	Comprehansive Plan & Zoning Code Up...	125,880.00	125,880.00	47,269.50	0.00	47,269.50	78,610.50
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	2,401,085.83	1,209.38	2,402,295.21	131,024.79
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	568,639.68	568,639.68	424,017.99	13,755.25	437,773.24	130,866.44
20-HSG-022	2021 Housing Sustainability Project	224,994.00	0.00	122,300.12	0.00	122,300.12	102,693.88
21-26215	Downtown Master Plan	113,000.00	113,000.00	35,500.00	21,000.00	56,500.00	56,500.00
22-26698	Storm Lake WTP- Well No. 21	199,028.00	199,028.00	13,635.00	60,224.00	73,859.00	125,169.00
22-26815	W 6th Street Utilities Extension	475,500.00	475,500.00	42,000.00	0.00	42,000.00	433,500.00
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	541,762.00	541,762.00	10,370.77	2,480.00	12,850.77	528,911.23
New	Lead Service Line Replacement Prelim E...	15,500.00	15,500.00	0.00	0.00	0.00	15,500.00
OP1.125220	4th Street Watermain Improvement Pro...	457,037.00	457,037.00	65,771.00	85,887.60	151,658.60	305,378.40
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...	2,588,808.30	5,132.54	2,478,342.38	0.00	2,478,342.38	110,465.92
P11.120411	Highway 7/110 Traffic Lane/Signalization	4,598,729.85	229,936.50	1,937,252.07	457,244.42	2,394,496.49	2,204,233.36
P11.120478	Tulip Lane SW Improvements	443,607.50	16,739.92	440,789.42	0.00	440,789.42	2,818.08
P11.120650	2020 Expansion Blvd Improvements	1,169,938.10	2,591.74	1,168,724.60	0.00	1,168,724.60	1,213.50
P11.122266	7th Street Sewer Lining/2021 CIPP	514,861.25	514,861.25	485,364.15	0.00	485,364.15	29,497.10
SP21122	SL Library CDBG- COVID (CV) Grant	684,680.00	684,680.00	54,211.57	0.00	54,211.57	630,468.43
T51.119823	Runway 13/31 & Taxiway Lighting	459,190.70	0.00	459,190.70	0.00	459,190.70	0.00
Report Total:		33,275,644.71	13,694,621.34	19,092,609.28	1,125,414.38	20,218,023.66	13,057,621.05

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	541,762.00	541,762.00	10,370.77	2,480.00	12,850.77	528,911.23
Building Resilient Infrastructure and Co...	7,978,418.00	7,978,418.00	106,516.49	0.00	106,516.49	7,871,901.51
Economic Development	942,674.00	717,680.00	248,924.62	21,000.00	269,924.62	672,749.38
Library Project	684,680.00	684,680.00	54,211.57	0.00	54,211.57	630,468.43
National Resiliency Disaster Grant Proje...	8,507,686.72	531,601.17	8,464,633.65	0.00	8,464,633.65	43,053.07

Staff Summary

09/06/2022

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: **SLPD City Code Enforcement Summary**

BACKGROUND:
8/10/2022 to 8/31/2022

Total: 138

Tall Grass and Weeds – 71

Parking Restricted to hard surfaces – 1

Accumulate Junk – 21

Accumulate Trash – 6

Junk Vehicle – 4

Grass Clippings in Street – 35

Citations: 2

FISCAL IMPACT: None

RECOMMENDATION: None

ATTACHMENTS:

Staff Summary

09/06/2022

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 Building & Code Compliance Director

SUBJECT: **Motion To Approve Purchase Agreement Of 228 Mae Street**

BACKGROUND: The City of Storm Lake is in need of adding additional potable water storage for the water distribution system. The Iowa DNR requires that the City be able to store one day of average water use. Storm Lake has an average daily use of 3.2 million gallons per day and experiences peak demands of 5 million gallons per day.

ISG Engineering has performed a study on the Storm Lake potable water system and a part of that study utilized a hydraulic model to determine the best location for a potable water storage tower. The best location was determined to be between existing tower #1 and the Tyson Pork facility. The the proposed location for the new water tower meets these requirements and is in a strategically beneficial location due to the proximity of the existing water mains and is on a high water use corridor. Additionally, the lot is of a size that will permit the tower to be constructed without the purchase of additional properties.

The location of a water tower is very specific to the elevation in relation to the other towers in the system, the hydraulics of the system in relation to the demand of the area, and the location of existing water mains in order for the tower to be able to function efficiently. The size of the tower is dictated by the requirements of the Iowa DNR as well as current and future demands for water.

The amount of storage that we currently have in the system precludes us from removing one of the existing towers and constructing a new larger tower on the same location. We do not have enough capacity, at present, to operate on only two towers. The proposed tower will have more storage capacity than any of the other two towers combined.

The proposed purchase of the property will allow us to gain possession of site on December 2, 2022. This will allow the City to make

application for potential grants to fund this project.

The Zoning District of the proposed site required that a Conditional Use Permit and a variance for a street side yard setback on the north side of the property to be approved prior to a tower being located there.

City Staff and ISG representatives held a meeting at the site of the proposed tower on July 14th to explain the project and take comments from the neighbors. As a result of the input we received, it was determined that a fence around the property was not desired and the access to the tower would be from the alley to the west.

The Planning and Zoning Commission reviewed the request for the Conditional Use for the property on August 16th, 2022. Subsequent to their review, they found that the request was in compliance with Article 1203 of the Storm Lake Zoning Ordinance and the Comprehensive Plan and voted unanimously to recommend approval to the Storm Lake Board of Adjustment.

The Storm Lake Board of Adjustment met on August 18th, 2022 to review the recommendation from the Planning and Zoning Commission on the application for the Conditional Use Permit and for a request for a variance of the street side yard setback on the north side of the lot. The Board of Adjustment unanimously approved the Conditional Use Permit based on the recommendation by the Planning and Zoning Commission, Article 1203 of the Zoning Ordinance, and the Comprehensive Plan. The Board of Adjustment then reviewed the request for a street side yard setback variance and found that request met the requirements of Article 1209(c) based on the irregular shape of the lot and the specific requirements for siting the tower. Additionally, the tower was determined to be of benefit for the public good based on the recommendation of the Comprehensive Plan and the increased level of fire protection and water supply to the entire community.

The proposed purchase agreement is attached to this staff summary.

FISCAL IMPACT:

The purchase price of the property is \$200,000.

RECOMMENDATION:

Review and approve the proposed purchase of the property located at 228 Mae Street for the purpose of constructing a new 1.5 million gallon water tower.

ATTACHMENTS:

[09062022 - Purchase Agreement for 228 Mae Street.pdf](#)

Return To: City of Storm Lake, Iowa, City Hall, 620 Erie Street, P.O. Box 1086, Storm Lake, IA 50588

Taxpayer: City of Storm Lake, Iowa, City Hall, 620 Erie Street, P.O. Box 1086, Storm Lake, IA 50588

Preparer: Philip E. Havens, 716 Lake Avenue, PO Box 426, Storm Lake, IA 50588, Phone: 712-732-7262



REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Larry G. Lucht and Barbara A. Lucht, husband and wife ("Sellers"); and City of Storm Lake, Iowa, an Iowa municipal corporation ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Buena Vista County, Iowa, described as:

Lots One (1) and Two (2), Block One (1), Hasenwinkle's Addition to the City of Storm Lake, Iowa

with any easements and appurtenant servient estates, but subject to the following:

- a. any zoning and other ordinances;
- b. any covenants of record; and
- c. any easements of record for public utilities, roads and highways,

(the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is Two Hundred Thousand and 0/100 Dollars (\$200,000.00) of which One Thousand and 0/100 Dollars (\$1,000.00) has been paid. Buyers shall pay the balance to Sellers at Havens and Havens, 716 Lake Avenue, PO Box 426, Storm Lake, IA 50588 or as directed by Sellers, as follows: \$199,000.00 shall be paid at closing upon Sellers' delivery of a Warranty Deed to Buyers.
2. **INTEREST.** Buyers shall also pay interest at the rate of 4 percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.
3. **REAL ESTATE TAXES.** Sellers shall pay all real estate taxes delinquent if not paid

October 1, 2022, April 1, 2023, and 155/184ths of the real estate taxes delinquent if not paid October 1, 2023, and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes shall be based on the real estate taxes payable from July 1, 2022 through June 30, 2023, unless the parties state otherwise.

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract. All other special assessments shall be paid by Buyers.
5. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on the date of closing, provided Buyers are not in default under this contract. Closing shall be on December 2, 2022 or on such other date upon which the parties agree. If the closing is not on December 2, 2022, the proration of taxes in Section 3 above shall be adjusted to the actual date of Buyers' possession.
6. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.
7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall obtain an abstract of title to the Real Estate continued through October 25, 2022, and, no later than November 4, 2022, deliver it to Buyers for examination. It shall show merchantable title in Sellers in conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.
8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except that Sellers, at Sellers' expense, may remove the HVAC system from the house located on the Real Estate before closing, provided they can do so without impairing the rights of any tenant or occupant of the house, and retain ownership of the removed HVAC system. If Sellers fail to remove the HVAC system before closing, the HVAC system shall be considered part of the sale of the Real Estate to Buyers and Buyers shall acquire ownership of it at closing. Sellers shall notify Buyers at least seven days before beginning the removal of the HVAC system to allow Buyers time to shut off the water supply to the house before the removal work begins.
9. **CARE OF PROPERTY.** Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the

written consent of the Sellers.

10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

11. **REMEDIES OF THE PARTIES.**

- a. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.
- b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the

Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

- c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.
- d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.
- e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

14. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

15. PERSONAL PROPERTY. If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

16. CONSTRUCTION. Words and phrases in this contract shall be construed as in the

singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. **RELEASE OF RIGHTS.** Each of the Sellers hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.
18. **CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
19. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Sellers represent and warrant to Buyers that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the Property.
20. **ADDITIONAL PROVISIONS.** a. Contingencies. This contract and sale are contingent upon 1) Buyers being granted (a) a Conditional Use Permit by the City of Storm Lake Board of Adjustment so that a municipal water tower may be erected, maintained, and operated on the Real Estate and (b) any setback variances by the City of Storm Lake Board of Adjustment necessitated by the size or required placement of the water tower; 2) approval of this Contract by the City Council of the City of Storm Lake, Iowa; and 3) the abstract of title revealing no restrictive covenants or other instruments of record prohibiting or limiting the Buyers' right or ability to erect and maintain a water tower or appurtenances thereto on the Real Estate (other than City of Storm Lake zoning restrictions or requirements). This contract shall be void if any one of the specified contingencies is not satisfied. However, if this contract is voided because the abstract reveals a restrictive covenant or other instrument prohibiting or limiting the Buyers' right or ability to erect and maintain a water tower or appurtenances thereto, the Buyers shall promptly reimburse Sellers the cost of the abstract continuation prepared under the requirements of this contract, but not more than \$1,000.00.
b. Tree Removal. Buyers, their employees, contractors, and agents, at Buyers' expense, are permitted to enter upon the Real Estate any time before closing and remove all trees growing or standing on the Real Estate. During the process of tree removal, Buyers may take on to the Real Estate and use the machinery and equipment necessary or desired to remove such trees. Buyers, at Buyers' expense, shall properly dispose of all removed trees. Buyers shall give at least forty-eight hours advance notice to Sellers of the date on which the tree removal will begin. Should the sale transaction contemplated by this Contract not be closed for any reason, Buyers shall restore the real estate as near as practical to its condition before the tree removal provided, however, that Buyers shall not be required to plant any trees.

Dated: 8/31/22.

Larry G. Lucht
Larry G. Lucht, Seller

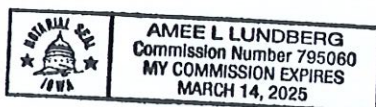
Barbara A. Lucht
Barbara A. Lucht, Seller

CITY OF STORM LAKE, IOWA, Buyer

By: _____
Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



This record was acknowledged before me on 8/31/2022
by Larry G. Lucht and Barbara A. Lucht.

Staff Summary

09/06/2022

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: Matt Beckman Public Works Director

SUBJECT: **Resolution No. 10-R-2022-2023 Approving Change Order No. 4 for the Radio Park Lift Station Project**

BACKGROUND:

The contractor was unable to get to the site this spring. With approximately 6 weeks of work remaining, the owner requested that work not interfere with the 4th of July festivities. Work resumed on July 12, 2022. This Change Order increases the project cost by \$1,516.68 for an upgraded network switch to appropriately link to the City's network. This change order also extends the substantial completion to September 16, 2022.

ISG recommends acceptance of Change Order No. 4.

FISCAL IMPACT:

Contract price increases \$1,516.68 from \$494,139.68 to \$495,656.36

RECOMMENDATION: Adopt Resolution No. 10-R-2022-2023 Approving Change Order No. 4 for the Radio Park Lift Station Project

ATTACHMENTS:

[Change Order No. 4 2022-08-15.pdf](#)

[1020222023 - Radio Park Lift Station CO No. 4.pdf](#)

Date of Issuance: August 30, 2022

Effective Date: Upon Signature

PROJECT: RADIO PARK LIFT STATION REPLACEMENT	ENGINEER'S PROJECT NUMBER: 20-24387
OWNER: CITY OF STORM LAKE	DATE OF CONTRACT: March 22, 2021
CONTRACTOR: CHRISTIANSEN CONSTRUCTION	OWNER'S CONTRACT NUMBER:

The Contract Documents are modified as follows upon execution of this Change Order:

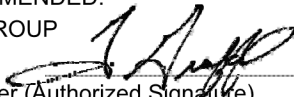
Description:

Since the project started, the City has upgraded network electronics city-wide as part of a larger networking project. The network switch that was originally included in the bid project is no longer the proper device for that location. An upgraded network switch will be provided to appropriately link to the City's networking project.

The project completion will be extended two weeks.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$494,028.00	Original Contract Times: ☐ Working Days ☐ Calendar Days
Increase from previously approved Change Orders Number <u>1</u> to <u>3</u> \$111.68	Increase from previously approved Change Orders Number <u>1</u> to <u>3</u> Substantial completion (day or dates): <u>September 1, 2022</u> Ready for Final Payment (day or dates): <u>October 1, 2022</u>
Contract Price prior to this Change Order: \$494,139.68	Contract Times prior to this Change Order: Substantial Completion (day or dates): <u>September 1, 2022</u> Ready for Final Payment (day or dates): <u>October 1, 2022</u>
Increase of this Change Order: \$1,516.68	Increase of this Change Order: Substantial Completion date: <u>September 16, 2022</u> Ready for Final Payment date: <u>October 17, 2022</u>
Contract Price Incorporating this Change Order: \$495,656.36	Contract Times with all approved Change Orders: Substantial Completion (day or dates): <u>September 16, 2022</u> Ready for Final Payment (day or dates): <u>October 17, 2022</u>

RECOMMENDED:
I + S GROUP
By: 
Engineer (Authorized Signature)

ACCEPTED:
CITY OF STORM LAKE
By: _____
Owner (Authorized Signature)

ACCEPTED:
CHRISTIANSEN CONSTRUCTION
By: 
Contractor (Authorized Signature)

Date: 8/30/2022

Date: _____

Date: 8/30/2022

					Amount	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Increase	Decrease
28	UPGRADED NETWORK SWITCH	LS	1.0	\$1,516.68	\$1,516.68	

TOTALS

NET CHANGE IN CONTRACT PRICE

INCREASE (DECREASE) IN CONTRACT TIME, days

\$1,516.68	\$0.00
\$1,516.68	

Justification For Changes:

CO4	Since the project started, the City has upgraded network electronics city-wide as part of a larger networking project. The network switch that was originally included in the bid project is no longer the proper device for that location. An upgraded network switch will be provided to appropriately link to the City's networking project. The project completion will be extended two weeks.	
-----	--	--

RESOLUTION NO. 10-R-2022-2023

**RESOLUTION ADOPTING CHANGE ORDER NO. 4 FOR THE
RADIO PARK LIFT STATION 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 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 \$494,028.00 was awarded to Christiansen Construction, Inc. for the project; and

WHEREAS, Change Order No. 1, approved on June 21, 2021, decreased the project cost in the amount of \$1,245.08 for a total contract amount of \$492,782.92.

WHEREAS, Change Order No. 2, approved on December 6, 2021, increased the project cost in the amount of \$1,356.76 to the contract for a total contact amount of \$494,139.68.

WHEREAS, Change Order No. 3 extended the substantial completion to September 1, 2022, of the contract for work performed by Christiansen Construction, Inc.

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

Section 1. To approve Change Order No. 4 to increase the project cost in the amount of \$1,516.68 to the contract for a total contact amount of \$495,656.36 and extend the substantial completion to September 16, 2022, of the contract for work performed by Christiansen Construction, Inc.

Section 2. That the Mayor and Clerk are hereby directed to execute this Change Order No. 4.

PASSED AND APPROVED this 6th day of September 2022.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

09/06/2022

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: **Public Hearing for Plans, Specifications, Form of Contract, and Engineer's Estimate for the 6th Street Utility Extension Project**

BACKGROUND: The City negotiated a Developer's Agreement with Brash LLC for construction of 4 single-family duplexes (8 housing units), a storm water detention basin located at W. 6th Street and Hwy 110. The Developer has applied to the Iowa Economic Development Authority for tax incentives related to this project under the Workforce Housing Tax Credit program. As a proposed local match to possible incentives for the project under the State's Workforce Housing Tax Credit program, the City would provide public improvements.

The project includes approximately 460 feet of sewer improvements, to include eight (8) water stub lines and connections to the City main sewer line.

FISCAL IMPACT: The cost of improvements are expected to be no more than \$400,000.

RECOMMENDATION: Open Hearing
Hear Comments
Close Hearing

ATTACHMENTS:
[Public Hearing Notice](#)

NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST FOR THE WEST 6TH
STREET UTILITIES EXTENSION PROJECT FOR THE CITY OF STORM
LAKE, IOWA**

Notice is hereby given that the City Council of Storm Lake, Iowa, will meet at the Council Chambers, 620 Erie St., Storm Lake, IA 50588 on the **6th day of September 2022 at 5:00 p.m.**, at which time and place a hearing will be held on the proposed plans and specifications, form of contract and estimate of cost for the West 6th Street Utilities Extension project, in and for said City. Any interested person may appear at said hearing and file objections to the proposed plans, specifications, form of contract and estimated costs for said improvements.

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

Construction of the West 6th Street Utilities Extension includes approximately 503 linear feet of 6" water main installation, 544 linear feet of sanitary sewer gravity main, water and sanitary services, street patching, and other associated work.

The general project location is as follows: along West 6th Street from Renshaw Drive to Highway 110 within the City of Storm Lake, IA.

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

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

CITY OF STORM LAKE, IOWA

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

09/06/2022

Agenda Item # F.4.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
[p \(712\) 732-8000](tel:(712)732-8000)
[f \(712\) 732-4114](tel:(712)732-4114)

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Resolution No. 11-R-2022-2023 Approving Plans, Specifications, Form of Contract, and Engineer's Estimate for the 6th Street Utility Extension Project**

BACKGROUND: The City negotiated a Developer's Agreement with Brash LLC for construction of 4 single-family duplexes (8 housing units), a storm water detention basin located at W. 6th Street and Hwy 110. The Developer has applied to the Iowa Economic Development Authority for tax incentives related to this project under the Workforce Housing Tax Credit program. As a proposed local match to possible incentives for the project under the State's Workforce Housing Tax Credit program, the City would provide public improvements.

The project includes approximately 460 feet of sewer improvements, to include eight (8) water stub lines and connections to the City main sewer line.

FISCAL IMPACT: The cost of improvements are expected to be no more than \$400,000.

RECOMMENDATION: Approve Resolution No. 11-R-2022-2023

ATTACHMENTS:

[1120222023 - 6th Street Utility extension project - plans and spec.pdf](#)
[Plan & Profile.pdf](#)

RESOLUTION NO. 11-R-2022-2023

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT, AND ESTIMATE OF COST FOR THE 6TH STREET UTILITY
EXTENSION PROJECT**

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

WHEREAS, the City of Storm Lake has published notice of a public hearing on the plans, specifications, form of contract, and cost estimate for the project; and,

WHEREAS, the City of Storm Lake has held a public hearing at their regular City Council meeting on September 6, 2022, prior to consideration of this resolution; and,

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

SECTION 1. That the plans, specifications, form of contract, and cost estimate are hereby approved as the plans, specifications, form of contract, and cost estimate for the 6th Street Utility Extension Project

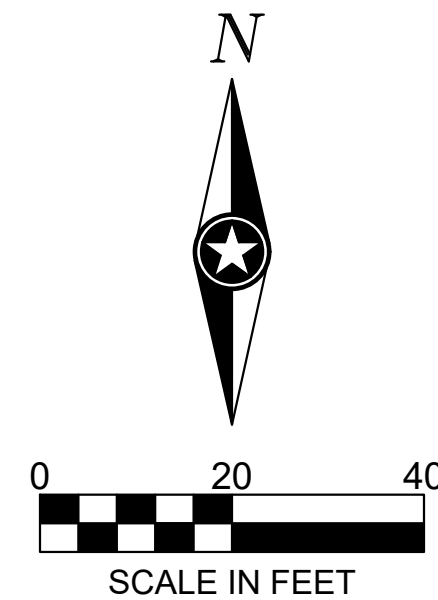
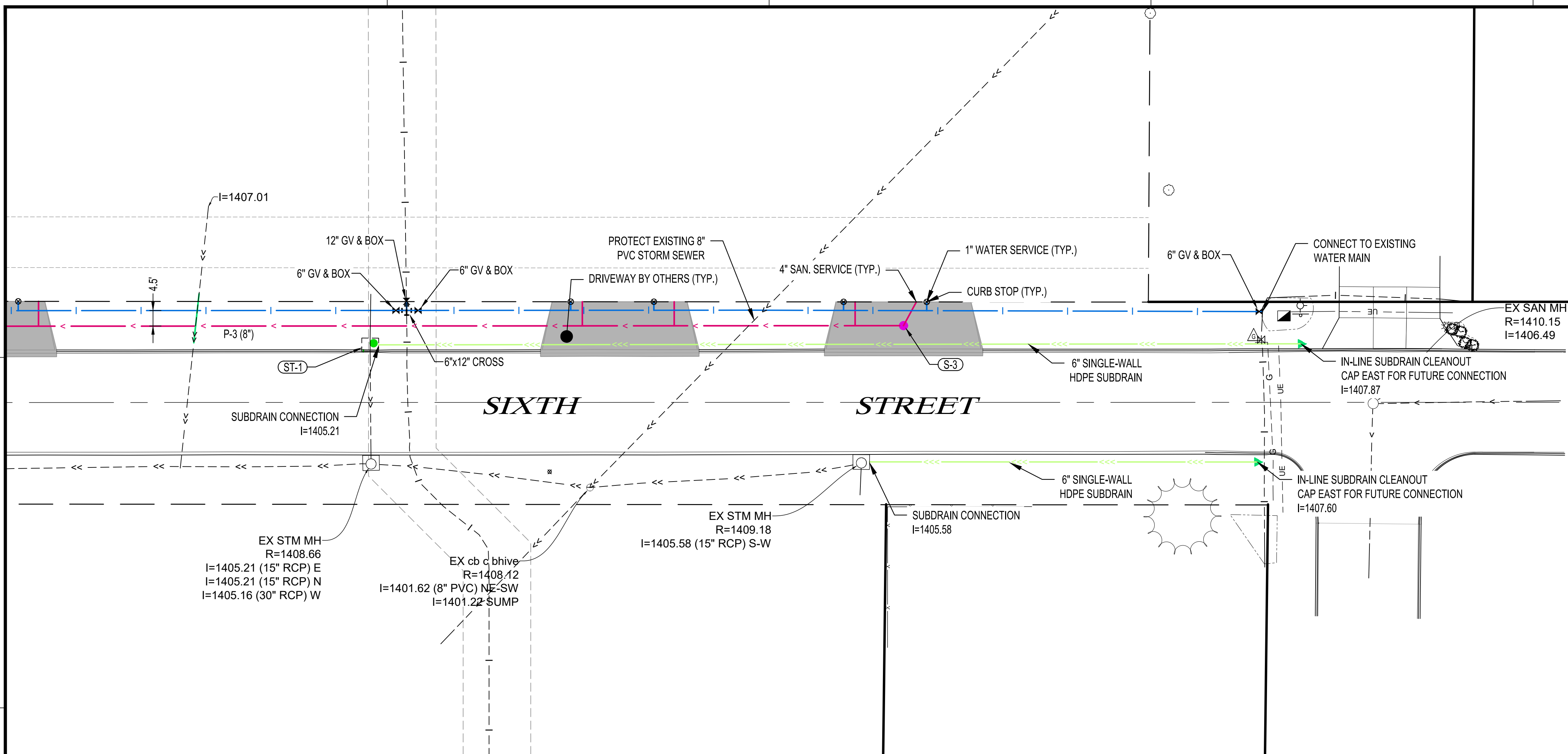
.

PASSED AND APPROVED ON THIS 6TH DAY OF SEPTEMBER 2022 BY THE STORM LAKE CITY COUNCIL.

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk



NOTE:
THE CLARITY OF THESE PLANS DEPEND
UPON COLOR COPIES. IF THIS TEXT DOES
NOT APPEAR IN COLOR, THIS IS NOT AN
ORIGINAL PLAN SET AND MAY RESULT IN
MISINTERPRETATION.

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP,
INC. AND MAY NOT BE USED, COPIED OR DUPLICATED
WITHOUT PRIOR WRITTEN CONSENT.

PROJECT
**CITY OF STORM
LAKE
W 6TH STREET
UTILITIES
EXTENSION**

STORM LAKE IOWA

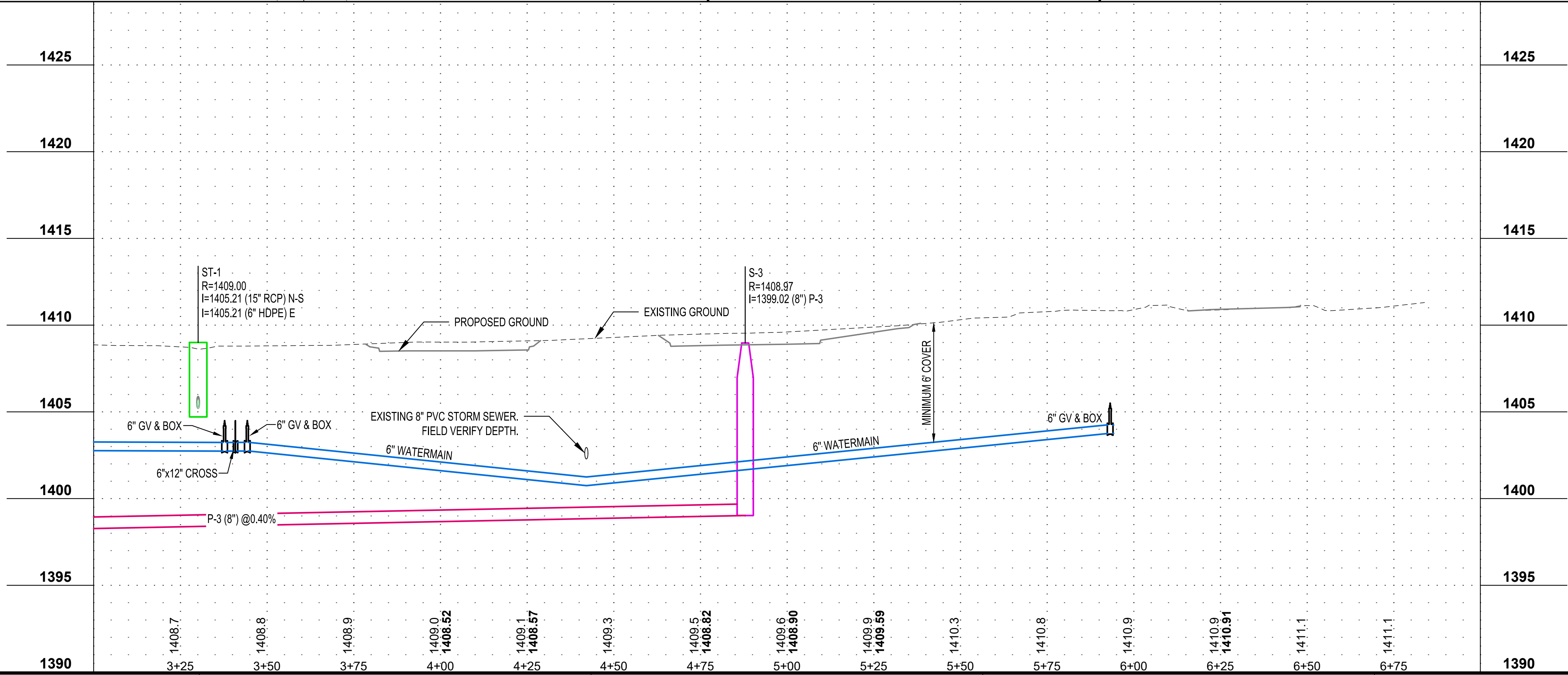
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26815
FILE NAME	26815-UTILITIES
DRAWN BY	AJH
DESIGNED BY	AJH
REVIEWED BY	ALG
ORIGINAL ISSUE DATE	06/27/2022
CLIENT PROJECT NO.	-

TITLE
**W 6TH STREET
PLAN & PROFILE**

SHEET
8

NOTE:
XXXX.X - EXISTING GROUND
XXXX.XX - PROPOSED GROUND



Staff Summary

09/06/2022

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: Keri Navratil City Manager

SUBJECT: **Resolution No. 12-R-2022-2023 Approving Bid and Awarding Contract to Empire Excavation for the 6th Street Utilities Extension Project**

BACKGROUND: The City negotiated a Developer's Agreement with Brash LLC for construction of 4 single-family duplexes (8 housing units), a storm water detention basin located at W. 6th Street and Hwy 110. The Developer has applied to the Iowa Economic Development Authority for tax incentives related to this project under the Workforce Housing Tax Credit program. As a proposed local match to possible incentives for the project under the State's Workforce Housing Tax Credit program, the City would provide public improvements.

The project includes approximately 460 feet of sewer improvements, to include eight (8) water stub lines and connections to the City main sewer line.

A bid letting was held on August 25, 2022 at which time four (4) bids were received. Engineer's Estimate for the project including alternate bid was \$282,800.

Empire Excavation-Base Bid \$172,856 - Alternate Bid- \$55,962, Total Bid- \$228,818
Odebolt, IA

Reding's Gravel & Excavating-\$222,188 - Alternate Bid- \$59,440- Total Bid- \$281,628
Algona, IA

School Construction & Excavating-\$255,300.50- Alternate Bid- \$57,750- Total Bid- \$313,050.50
Cherokee, IA

Hulstein Excavating- \$311,796- Alternate Bid- \$52,703- Total Bid-
\$364,499
Edgerton, MN

FISCAL IMPACT: The cost of improvements is 228,818..

RECOMMENDATION: Approve Resolution No. 12-R-2022-2023

ATTACHMENTS:

[Resolution No. 12-R-2022-2023](#)

[Bid Tab 2022-08-25.pdf](#)

[Engineer's Letter of Recommendation.pdf](#)

RESOLUTION NO. 12-R-2022-2023

**RESOLUTION ACCEPTING THE BIDS AND AWARD CONTRACT FOR THE 6TH
STREET UTILITY EXTENSION PROJECT**

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

WHEREAS, the City of Storm Lake has published notice of a public hearing on the plans, specifications, form of contract, and cost estimate for the project; and,

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

SECTION 1. That the following bid for the construction of certain public improvements described in general as the 6th Street Utility Extension Project, is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: Empire Excavation
Amount of bid: 228,818
Portion of bid: All

Section 3. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements, said contract to be binding on the City, contingent to obtaining all the required concurrences and consents.

PASSED AND APPROVED ON THIS 6TH DAY OF SEPTEMBER 2022 BY THE STORM LAKE CITY COUNCIL.

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

TABULATION OF BIDS

WEST 6TH STREET UTILITY EXTENSION
CITY OF STORM LAKE
620 ERIE STREET, STORM LAKE, IA 50588
ISG PROJECT NO. 22-26815

1725 Lake Avenue North
Storm Lake, IA 50588
(712) 732-7745



August 25, 2022 @ 10:00 AM

Item No.	Description	Unit	Quantity	Engineer's Estimate ISG		Empire Excavation		Reding's Gravel & Excavating		Schoon Construction & Excavating		Hulstein Excavating	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR-26, 8"	LF	556	\$85.00	\$47,260.00	\$50.00	\$27,800.00	\$73.00	\$40,588.00	\$101.00	\$56,156.00	\$133.00	\$73,948.00
2	SANITARY SEWER SERVICE STUB, PVC, SDR-23.5, 4"	EA	8	\$2,000.00	\$16,000.00	\$1,000.00	\$8,000.00	\$2,100.00	\$16,800.00	\$1,990.00	\$15,920.00	\$1,186.00	\$9,488.00
3	SANITARY SEWER ABANDONMENT	LS	1	\$600.00	\$600.00	\$9,000.00	\$9,000.00	\$1,500.00	\$1,500.00	\$950.00	\$950.00	\$475.00	\$475.00
4	SUBDRAIN, PERFORATED SINGLE-WALL HDPE, 6"	LF	390	\$20.00	\$7,800.00	\$5.00	\$1,950.00	\$20.00	\$7,800.00	\$27.50	\$10,725.00	\$22.00	\$8,580.00
5	SUBDRAIN CLEANOUT, A-1	EA	2	\$300.00	\$600.00	\$1,000.00	\$2,000.00	\$770.00	\$1,540.00	\$1,200.00	\$2,400.00	\$935.00	\$1,870.00
6	SUBDRAIN CONNECTIONS, HDPE, 6"	EA	1	\$300.00	\$300.00	\$1,000.00	\$1,000.00	\$875.00	\$875.00	\$1,125.00	\$1,125.00	\$5,975.00	\$5,975.00
7	FIELD TILE REPAIR, < 24"	LF	20	\$50.00	\$1,000.00	\$75.00	\$1,500.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$130.00	\$2,600.00
8	WATER MAIN, TRENCHED, C900, 6"	LF	505	\$60.00	\$30,300.00	\$43.00	\$21,715.00	\$46.00	\$23,230.00	\$48.50	\$24,492.50	\$59.00	\$29,795.00
9	WATER SERVICE, 1", HDPE, TRENCHED	EA	8	\$2,000.00	\$16,000.00	\$1,950.00	\$15,600.00	\$1,570.00	\$12,560.00	\$1,930.00	\$15,440.00	\$1,395.00	\$11,160.00
10	VALVE, GATE, 6"	EA	3	\$5,000.00	\$15,000.00	\$1,500.00	\$4,500.00	\$1,870.00	\$5,610.00	\$2,050.00	\$6,150.00	\$2,645.00	\$7,935.00
11	VALVE, GATE, 12"	EA	1	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$5,265.00	\$5,265.00	\$5,280.00	\$5,280.00
12	CONNECT TO EXISTING WATER MAIN	EA	2	\$1,500.00	\$3,000.00	\$5,000.00	\$10,000.00	\$4,825.00	\$9,650.00	\$5,400.00	\$10,800.00	\$5,700.00	\$11,400.00
13	FIRE HYDRANT ASSEMBLY	EA	1	\$9,000.00	\$9,000.00	\$7,500.00	\$7,500.00	\$8,650.00	\$8,650.00	\$8,800.00	\$8,800.00	\$8,565.00	\$8,565.00
14	SANITARY MANHOLE, SW-301, 48 INCH	EA	3	\$11,000.00	\$33,000.00	\$5,000.00	\$15,000.00	\$9,600.00	\$28,800.00	\$10,100.00	\$30,300.00	\$9,490.00	\$28,470.00
15	MANHOLE ADJUSTMENT, MAJOR	EA	1	\$4,000.00	\$4,000.00	\$12,000.00	\$12,000.00	\$5,900.00	\$5,900.00	\$3,725.00	\$3,725.00	\$2,770.00	\$2,770.00
16	SANITARY SEWER, CONNECTION TO EXISTING MANHOLE	EA	1	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$4,350.00	\$4,350.00	\$2,950.00	\$2,950.00	\$2,770.00	\$2,770.00
17	REMOVE MANHOLE	EA	1	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$650.00	\$650.00	\$3,000.00	\$3,000.00	\$595.00	\$595.00
18	FULL DEPTH PATCHES, PCC	SY	105	\$100.00	\$10,500.00	\$10.00	\$1,050.00	\$190.00	\$19,950.00	\$210.00	\$22,050.00	\$165.00	\$17,325.00
19	TEMPORARY TRAFFIC CONTROL	LS	1	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$3,190.00	\$3,190.00
20	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	LS	1	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00	\$6,500.00	\$6,500.00	\$5,500.00	\$5,500.00	\$4,115.00	\$4,115.00
21	TEMPORARY RECIP, TYPE 2.B	SY	130	\$10.00	\$1,300.00	\$4.50	\$585.00	\$10.00	\$1,300.00	\$5.00	\$650.00	\$6.50	\$845.00
22	WATTLE, STRAW, 12"	LF	592	\$5.00	\$2,960.00	\$4.00	\$2,368.00	\$4.00	\$2,368.00	\$4.00	\$2,368.00	\$5.00	\$2,960.00
23	WATTLE, REMOVAL	LF	592	\$2.50	\$1,480.00	\$1.50	\$888.00	\$1.00	\$592.00	\$2.00	\$1,184.00	\$2.50	\$1,480.00
24	SILT FENCE OR SILT FENCE DITCH CHECK	LF	50	\$5.00	\$250.00	\$3.00	\$150.00	\$5.00	\$250.00	\$5.00	\$250.00	\$13.00	\$650.00
25	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	50	\$2.50	\$125.00	\$2.00	\$100.00	\$1.00	\$50.00	\$2.00	\$100.00	\$13.00	\$650.00
26	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	50	\$2.50	\$125.00	\$1.00	\$50.00	\$1.00	\$50.00	\$3.00	\$150.00	\$5.50	\$275.00
27	INLET PROTECTION DEVICE, INSTALLATION	EA	8	\$250.00	\$2,000.00	\$200.00	\$1,600.00	\$250.00	\$2,000.00	\$200.00	\$1,600.00	\$265.00	\$2,120.00
28	MOBILIZATION	LS	1	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$6,125.00	\$6,125.00	\$14,500.00	\$14,500.00	\$63,830.00	\$63,830.00
29	TESTING	LS	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$4,250.00	\$4,250.00	\$2,680.00	\$2,680.00
TOTAL BASE BID					\$249,700.00		\$172,856.00		\$222,188.00		\$255,300.50		\$311,796.00
ALTERNATE A													
A1	WATER MAIN WITH CASING PIPE, TRENCHLESS, C900, 6"	LF	66	\$350.00	\$23,100.00	\$757.00	\$49,962.00	\$740.00	\$48,840.00	\$750.00	\$49,500.00	\$708.00	\$46,728.00
A2	TAPPING VALVE ASSEMBLY, 10"	EA	1	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$10,600.00	\$10,600.00	\$8,250.00	\$8,250.00	\$5,975.00	\$5,975.00
ALTERNATE A BID PRICE					\$33,100.00		\$55,962.00		\$59,440.00		\$57,750.00		\$52,703.00
TOTAL BASE BID PLUS ALTERNATE BID PRICE					\$282,800.00		\$228,818.00		\$281,628.00		\$313,050.50		\$364,499.00

30-Aug-22

Denotes math error on proposal

S:\Projects\26000 PROJ\26800-26899\26815 Storm Lake W 6th Street Utilities Extension-Storm Lake IA\26815 Civil-Survey\Civil References\PDFs\Copy of Bid Master(SUDAS 2022).xslm]BID TAB

RE: RECOMMENDATION OF AWARD, STORM LAKE WEST 6TH STREET UTILITIES EXTENSION PROJECT

Dear Mayor & City Council,

The bid letting for the above referenced project was held on August 25, 2022, at 10:00 a.m. at which time four (4) bids were received for the project. The attached bid tab provides a detailed breakdown of the bids, which are summarized below:

CONTRACTOR	BASE BID	ALTERNATE BID	TOTAL BID
Empire Excavation <i>Odebolt, IA</i>	\$172,856.00	\$55,962.00	\$228,818.00
Reding's Gravel & Excavating <i>Algona, IA</i>	\$222,188.00	\$59,440.00	\$281,628.00
Schoon Construction & Excavating <i>Cherokee, IA</i>	\$255,300.50	\$57,750.00	\$313,050.50
Hulstein Excavating <i>Edgerton, MN</i>	\$311,796.00	\$52,703.00	\$364,499.00
Engineer's Estimate	\$249,700.00	\$33,100.00	\$282,800.00

The low bid was from Empire Excavation for \$228,818.00. ISG's estimate of cost was \$282,800.00. The low bid is 20% less than the engineer's estimate. Empire Excavation is a new business formed in 2018, but the owner, Levi Thies, is an experienced project manager from Spring Lake Construction who has had a successful career in the construction business. ISG is currently working with them on a project in Alta, Iowa and is very satisfied with their work thus far.

Empire Excavation plans to start the work in November if construction weather holds out. The work will be completed in spring 2023.

With the above information in mind, ISG recommends awarding the Base Bid and Alternate Bid of the project to Empire Excavation of Odebolt, Iowa for \$228,818.00.

If you have any questions regarding the bidding, please do not hesitate to reach out to me at 712.732.7745.

Sincerely,



Amanda Goodenow, PE
Civil Engineer

Amanda.Goodenow@ISGInc.com

Staff Summary

09/06/2022

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: Keri Navratil City Manager

SUBJECT: **Resolution No. 13-R-2022-2023 Approving Amendment No. 2 to an Agreement with Local Government Professional Services for Grant Writing and Grant Administration Services Related to a FEMA BRIC Application 2022**

BACKGROUND: The City of Storm Lake has entered into a grant writing and administration agreement dated August 2, 2021 for assistance in developing an application for a FEMA BRIC application in 2021. Storm Lake was not successful in the national FEMA BRIC process in 2021 for a drought mitigation project. The City would like to submit a FEMA BRIC grant application for 2022. Phase 1 services would assist the City, project engineer and Iowa Homeland Security in the development of application that will be submitted to FEMA.

Phase 2 services include assisting the City in maintaining compliance with State and Federal guidelines, maintain communication between the City and Homeland Security, maintain project files and prepare financial draws and required progress reports.

Iowa Homeland Security has done a cursory review of this amendment and found that it contains the required language for FEMA guidelines.

FISCAL IMPACT: Phase 1 services will not exceed \$2,000. Phase 2 services will not exceed \$40,600.

RECOMMENDATION: Approve Resolution No. 13-R-2022-2023

ATTACHMENTS:

[1320222023 - Resolution Approving Amendment No 2 to Grant Writing Agreement FEMA BRIC 2022 8.25.2022.pdf](#)

[09062022 - AMENDMENT No. 2 Grant Writing Agreement Storm Lake FEMA BRIC Application 8.24.2022.pdf](#)

RESOLUTION NO. 13-R-2022-2023

**A RESOLUTION APPROVING AMENDMENT NO 2 TO AN AGREEMENT WITH
LOCAL GOVERNMENT PROFESSIONAL SERVICES FOR GRANT WRITING AND
GRANT ADMINISTRATION SERVICES RELATED TO A FEMA BRIC
APPLICATION 2022**

WHEREAS, the City of Storm Lake has entered into a grant writing and administration agreement dated August 2, 2021, for assistance in developing an application for a FEMA BRIC application in 2021, 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 writing and administering the application, if awarded, and has selected, following a competitive process for selection of a grant writer, the firm of Local Government Professional Services, DBA Simmering-Cory.

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. 2 to the August 2, 2022, development agreement.

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

PASSED AND APPROVED this 6TH day of SEPTEMBER 2022.

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

**AMENDMENT NO 2 TO
AGREEMENT FOR ADMINISTRATIVE SERVICES**

ARTICLE I. This AMENDMENT NO 2 made and entered into this 6TH day of September, 2022, by and between the City of Storm Lake, hereinafter called the CITY, and Local Government Professional Services, Inc., DBA Simmering-Cory, hereinafter called LGPS, WITNESSETH:

WHEREAS, the CITY and LGPS previously entered into an agreement on August 2, 2021 for professional services related to grant writing and grant administration services related to a 2021 FEMA BRIC Application; and,

WHEREAS, the CITY was not successful in obtaining a 2021 FEMA BRIC Award but desires to update the application for a drought specific mitigation project and resubmit with the 2022 FEMA BRIC program; and,

WHEREAS, the CITY has already completed procurement using the federal procurement process to select a firm for grant writing and administration services; and,

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the parties hereto agree to amend the original Agreement Dated August 2, 2022 as follows:

ARTICLE II. SCOPE OF WORK CHANGES.

LGPS agrees to furnish and perform various professional services required for the PROJECT and by the HMA GRANT(S), as follows:

- **Phase 1:** Assisting the City, the project engineer, and Iowa Homeland Security in the development of application(s) to be submitted to FEMA for potential funding of the project., including the assistance in procuring additional consultants as needed.
- **Phase 2** – These services shall be authorized by the City prior to any work being done by the selected consultant. The work anticipated with this phase of the award will include:
 - Assisting the City in maintaining compliance with State and federal guidelines;
 - Providing communication between the City and Iowa Homeland Security;
 - Maintaining files; and
 - Preparing draws.

The CITY agrees to fulfill and take certain City Council action required to carry out the work and services outlined by the HMA GRANT(S) and necessary for completion of the PROJECT.

ARTICLE III. COMPENSATION. The OWNER shall compensate LGPS for services outlined under ARTICLE II in an additional amount not to exceed \$2,000.00 for additional Phase 1 Grant Writing services for a second application under the FEMA BRIC 2022 Program.

The cost for Phase 2 services, grant administration, shall remain as stated in the original agreement at a cost of \$40,600.00. In no case shall work under Phase 2 of the project proceed unless and until authorized by the CITY.

LGPS agrees to provide detailed invoices for services provided to date, not more frequently than monthly. The CITY agrees that invoices shall be due and payable within 30 days of receipt. For invoices not paid within 30 days of receipt LGPS may charge a 10% late penalty on top of the original amount of the invoice.

Billing shall be for services provided in terms of an hourly rate plus 100% reimbursement for any subcontracted services run through the company that are not within the scope of the LGPS's work.

ARTICLE IV. AMENDMENTS.

The CITY and LGPS agree that any amendments to this contract shall be done in writing and agreed to by both parties as indicated by their signature and date on the amendment to this agreement.

ARTICLE V. IN CONNECTION WITH THE CARRYING OUT OF THIS CONTRACT, ALL PARTIES SHALL COMPLY WITH THE FOLLOWING:

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3,

“Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. * Not applicable for FEMA funded projects.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

ARTICLE VI. DISBARMENT.

Per federal guidelines LGPS hereby provides the documentation below that they are not suspended or debarred from federal work as documented by a check of the SAM site (<http://www.sam.gov>) on July 29, 2021.



Entity Information Search Results 1 Total Results

Filter by:

DUNS	Status
080556031	Active

Local Government Professional Services, Inc. ● Active

Entity Registration

DUNS Unique Entity ID: 080556031

Physical Address:

Expiration Date:

114 E 5th St Ste B

Feb 03, 2022

SAM Unique Entity ID: NAJAZLSEA4A1

Storm Lake, IA

Purpose of Registration:

CAGE/NCAGE: 7U7L1

50588 USA

All Awards

An additional check of the SAM.GOV registration for Local Government Professional Services on August 23, 2022 shows that LGPS is not suspended or debarred from federal work.

LOCAL GOVERNMENT PROFESSIONAL SERVICES, INC.

Unique Entity ID NAJAZLSEA4A1	Registration Status ● Active Registration	Expiration Date Mar 2, 2023
CAGE/NCAGE 7U7L1	Purpose of Registration All Awards	
Physical Address 114 E 5TH ST STE B Storm Lake, Iowa 50588-2340, United States	Mailing Address PO Box 244 Storm Lake, Iowa 50588, United States	

City of Storm Lake

By: _____

Date: September 6, 2022

Attest:

By: _____

Local Government Professional Services, Inc.

DBA: Simmering-Cory

By: _____

Date: August 23, 2022

Staff Summary

09/06/2022

Agenda Item # F.7.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Resolution No. 14-R-2022-2023 Approving Change Order No. 1 for the Storm Lake Library HVAC Renovation Project**

BACKGROUND:

The City was awarded a CDBG-CV grant to replace the Storm Lake Library's HVAC system and to create a tele-health space. Bids were opened on August 9, 2022 with one bid received from Woodruff Construction in the amount of \$599,700. The Council awarded the bid to Woodruff Construction on August 15, 2022.

Change Order No. 1 adjust the completion date to April 28, 2023, an increase of 43 days. There is no cost increase to the contract.

FISCAL IMPACT:

The project cost is \$599,700 with CDBG-CV paying for \$500,000 of the project and the City providing the grant match.

Change Order No. 1 has no fiscal impact.

RECOMMENDATION: Adopt Resolution No. 14-R-2022-2023 Approving Change Order No. 1 for the Storm Lake Library HVAC Renovation Project

ATTACHMENTS:

[Resolution No. 14-R-2022-2023](#)

[09062022 - CO No. 1 - Library HVAC Project - Final G701 #1 - SIGNED.pdf](#)

RESOLUTION NO. 14-R-2022-2023

**RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR THE
STORM LAKE LIBRARY HVAC PROJECT**

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

WHEREAS, due to delays in obtaining materials the contractor on the project is requesting an extension to the contract for the completion date of the project; and

WHEREAS, the City has consulted with the project architect and has agreed that the request for additional time to complete the work as proposed by Woodruff Construction is justified; and

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

Section 1. That the contract with Woodruff Construction, of Fort Dodge, Iowa be amended as outlined in Change Order No. 1 by changing the project completion date to April 28, 2023, an increase of 43 days.

Section 2. That the contract with Woodruff Construction, of Fort Dodge, Iowa be amended as outlined in Change Order No. 1 which does not increase the cost of the contract.

Section 3. The Mayor is hereby authorized to sign Change Order No. 1 on behalf of the City of Storm Lake.

Section 4. Change Order No. 1 is hereby accepted and approved by the City of Storm Lake.

PASSED AND APPROVED THIS 6TH DAY OF SEPTEMBER 2022.

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

**AIA**[®]**Document G701™ – 2017****Change Order**

PROJECT: *(Name and address)*
 SP21122- Storm Lake Public Library
 Renovation
 609 Cayuga Street
 Storm Lake, Iowa 50588

CONTRACT INFORMATION:
 Contract For: Single Prime

 Date:

CHANGE ORDER INFORMATION:
 Change Order Number: 001

 Date: 08/30/2022

OWNER: *(Name and address)*
 City of Storm Lake
 PO Box 1086
 Storm Lake, Iowa 50588

ARCHITECT: *(Name and address)*
 CMBA Architects
 505 Grand Avenue
 Spencer, Iowa 51301

CONTRACTOR: *(Name and address)*
 Woodruff Construction
 1890 Kountry Lane
 Fort Dodge, Iowa 50501

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$	599,700.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	599,700.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	599,700.00

The Contract Time will be increased by Forty-Three (43) days.
 The new date of Substantial Completion will be April, 14th 2023.
 The new date of final Completion will be April, 28th 2023.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CMBA Architects

ARCHITECT *(Firm name)*

SIGNATURE

Angela McCauley, AIA Architect

PRINTED NAME AND TITLE

8/31/2022

DATE

Woodruff Construction

CONTRACTOR *(Firm name)*

SIGNATURE

Chad Lennon, West Region President

PRINTED NAME AND TITLE

8.31.2022

DATE

City of Storm Lake

OWNER *(Firm name)*

SIGNATURE

Michael Porsch, Mayor

PRINTED NAME AND TITLE

DATE

Staff Summary

09/06/2022

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: Mayra Martinez City Clerk

SUBJECT: City Council Requested Items

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION: September 19, 2022 - Discuss allowing pets at public events
October 17, 2022 - Campground Operations Review
To Be Determined - Golf Cart Use on City Streets

ATTACHMENTS: