CITY OF STORM LAKE
REGULAR COUNCIL SESSION MEETING,
CITY HALL
COUNCIL CHAMBERS
JULY 18, 2022
5:00 PM

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

AGENDA

Access to the official meeting can also be done through the following ways:
BY TELEPHONE:
Dial: 1-312-626-6799 or toll-free: 1-888-475-4499
Zoom Meeting ID: 933-2006-3301

BY COMPUTER:
https://zoom.us/j/93320063301

Open the Meeting

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

A. **Consideration of Changes in Agenda and Setting the Agenda**

B. **Disclosure by City Council Members**

C. **Hear the Public**

D. **Consent Agenda**

1. Approve Consent Agenda
2. Buy Local Information
3. SLPD City Code Enforcement Update
4. Motion Approving Easement for Richland Street
5. BVU Welcome Back Week Noise Variance Request
6. Request for temporary street closures and parking for BVU move in and Move out 2022 and 2023
7. Buddhist Temple Noise Variance Request
8. Gospel Fellowship Noise Variance request
9. Step Up Storm Lake Half Marathon Request
10. Noise Variance Request for Storm Lake Honda Outdoor Concert.

E. **Unfinished Business**

F. **New Business**

1. Motion Adopting Resolution No. 05-R-2022-2023 Approving Change Order No. 3 for the Radio Park Lift Station Project
2. Motion To Approve The Water Treatment Plant 120 Water Software Agreement.

3. Motion to Approve Proposal and Award Contract for Test Wells to Sargent Drilling

G. **City Council Requested Items**
None at this time

1. City Dog Ordinance Work Session

H. **Adjourn**

Meeting Protocol
If you wish to speak today, please:

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

**If you have concerns about any of the items on the consent agenda, they may be separated from the consent agenda and voted on individually.*
***Ordinances may be read at three consecutive meetings or readings may be waived and ordinances may be passed at only one or two meetings.*

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

Staff Summary

07/15/2022
Agenda Item # D.1.

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

REPORT TO: Honorable Mayor & Council

FROM: Nelda Kirkholm

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda includes: List of bills Check #'s 78566 through 78622, EFT #885, 3104 through 3142, DFT #'s 1595 through 1623 for approval, King's Pointe and Sunrise Pointe disbursements for approval, approve the July 5, 2022 City Council Minutes, acknowledge the May 2022 Library minutes, acknowledge the May 2022 Airport minutes, approve Easement for Richland Street, approve renewal liquor licenses for El Mexicano and Storm Lake Honda (5day license), approve Buddhist Temple noise variance request, the Gospel Fellowship noise variance request, Storm Lake Honda noise variance request, BVU Welcome Back Week noise variance request and temporary street closures and parking for BVU move in and move out 2022-2023, approve Step Up Storm Lake Half Marathon request, , and approve the SLPD City Code Enforcement update..

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills -- $599,090.70
- King's Pointe & Sunrise Pointe Golf Course Bills -- $225,620.53

The City will receive the following revenues:

- Liquor License Renewal Fees --$845.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

7.18.2022 Expense Report.pdf
07052022 CC Minutes.docx
May 2022 Library Minutes.docx
El Mexicano Liquor Application 2022.pdf
05092022 Airport Minutes.docx
El Mexicano Liquor Report 2022.xls
Storm Lake Honda Liquor Application 2022.pdf

My Buy Local_v1

Storm Lake, IA

Payment Date Range: 07/07/2022 - 07/20/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Joyce's Greenery	BVC	Spooner Sign- May & June Maintenence	1,742.79
Mike's Electronics Inc	BVC	Valve 2 Backwash Pump Repairs	4,764.71
Buena Vista Rifle and Pistol Club	BVC	FY2023 Professional Dues	800.00
Storm Lake Garage Door Service, LLC	BVC	Door Spring Repairs	481.72
Buena Vista County Attorney	BVC	Case# 21-033131 Forfeiture- Khang	357.12
Control System Specialists, LLC	BVC	Filters	462.87
Mike's Electronics Inc	BVC	NW LS Services	467.50
Buena Vista County Solid Waste	BVC	Recycling	50.96
		BVC Total:	**9,127.67**
Contract/Agreement			
Bolton & Menk, Inc	Contract/Agreement	Construction Admin	99,881.10
I & S Group, Inc	Contract/Agreement	Design Services	20,200.00
Community Education Dept	Contract/Agreement	4th Qtr FY2022 Agreement	18,308.17
Hulstein Excavating Inc	Contract/Agreement	Pay #9 of Oneida Street Recon	17,089.50
Bolton & Menk, Inc	Contract/Agreement	Comp Plan Services	8,359.00
I & S Group, Inc	Contract/Agreement	Assessment Services	12,435.00
Bolton & Menk, Inc	Contract/Agreement	General Engineering Services	10,369.00
I & S Group, Inc	Contract/Agreement	Design Services	7,477.50
Local Government Professionals Services, I	Contract/Agreement	Grand Admin Serivces	2,000.00
I & S Group, Inc	Contract/Agreement	Construction Services	292.50
Bolton & Menk, Inc	Contract/Agreement	Reimb Expenses	207.00
	Contract/Agreement Total:		**196,618.77**
Local			
Growmark, Inc	Local	Fuel	17,783.24
Jim Bartholomew	Local	July 2022 Airport Contract	5,957.49
Verizon Wireless Services LLC	Local	Cell Phone Service	4,820.29
Havens & Havens	Local	Legal Services	3,979.16
Rebnord Technologies, Inc	Local	IT Service Agreement	3,833.33
L & G Products, Inc	Local	Mulch	2,991.50
Reding's Gravel & Excavating Co., Inc	Local	Grading Services	2,950.00
Central Bank	Local	Supplies	2,320.30
Alliant Energy	Local	Gas Services	1,948.65
Long Lines	Local	Fax Line & Emergency Line Service	1,527.10
Ben Gallagher Videography	Local	Video & Photo Services	1,450.00
Buena Vista Regional Medical Center	Local	6/3/2022 Taylor Physical	1,161.00
L & G Products, Inc	Local	Herbicide	2,124.00
Holzhauer Ford Lincoln Storm Lake Inc	Local	Brake Replacement	704.83
Buena Vista Regional Medical Center	Local	6/30/2022 Kutz Physcial	608.00
Siouxland Certified Testing Services, Inc	Local	6th & Renshaw Testing Services	560.00
McCrea Eneterprises	Local	Paint	492.50
L & G Products, Inc	Local	Mulch	452.40
Buena Vista Regional Medical Center	Local	6/30/2022 Kutz Physical	448.00
The Storm Lake Times	Local	June 2022 Publications	433.84
Fareway Stores, Inc	Local	Kid Fest Supplies	419.16
Vanish LLC	Local	June 2022 Towing Services	400.00
Vision Care Associates	Local	6/29/2022 Beauregard Examination	400.00
Storm Lake Ace Hardware	Local	Service Charge	277.58
Graham Tire	Local	New Tire	277.10
Vetter Equipment	Local	Supplies	191.95
Iowa Office Supply Inc	Local	Office Supplies	154.21
The Storm Lake Times	Local	May 2022 Publications	140.61
Qwest Corporation	Local	Phone Service	136.97
Reding's Gravel & Excavating Co., Inc	Local	Scale Fees	126.00

Vendor Name	Buy Local Info	Payable Description	Total Payments
Holzhauer Ford Lincoln Storm Lake Inc	Local	Filter Replacement	113.70
Rent-All, Inc	Local	Skidloader & Auger Rental	109.00
Plumbing & Heating Wholesale, Inc	Local	Flushometer	101.17
Vetter Equipment	Local	Blower Repairs	83.27
Visual Edge Inc	Local	Copier Maintenance Agreement	246.80
Dennis R Julius	Local	Entrance Mat Services	75.80
Stanton Electric, Inc	Local	Site 614 Breaker	75.00
Buena Vista Regional Medical Center	Local	6/29/2022 Zaragoza Physical	71.00
O'Reilly Automotive Inc	Local	Lights	64.88
Wede Lock Service	Local	Lock Removal	60.00
Vetter Equipment	Local	Supplies	57.98
Fareway Stores, Inc	Local	Supplies	50.48
Storm Lake Hearing Aid Service, Inc	Local	6/30/2022 Kutz	50.00
Phonevilay Sati	Local	7/6/2022 Interpretation Svc	50.00
Iowa Office Supply Inc	Local	Stamps	45.45
A & A Automotive	Local	Wiper	39.90
Dennis R Julius	Local	Laundry Services	34.10
Culligan Water Storm Lake	Local	Water Supplies	34.00
L & G Products, Inc	Local	Seed	32.33
Vetter Equipment	Local	Mower Supplies	28.99
Visual Edge Inc	Local	Copier Maintenance Agreement	28.07
Fastenal Company	Local	Saw	26.80
Plumbing & Heating Wholesale, Inc	Local	Handle	26.42
Graham Tire	Local	Tire Repairs	26.00
Culligan Water Storm Lake	Local	Water Supplies	24.75
L & G Products, Inc	Local	Insect Control	21.02
Visual Edge Inc	Local	Copier Maintenance Agreement	18.49
L & G Products, Inc	Local	Mulch	8.70
Storm City Auto Parts, Inc	Local	Filter	7.89
Fastenal Company	Local	Supplies	0.54
Buena Vista Regional Medical Center	Local	Duplicate Payment	-71.00
		Local Total: 60,610.74	
Non-Local			
Signalscape, Inc	Non-Local	Interview Room Equipment	31,466.22
Surface Pro LLC	Non-Local	Tennis Court Resurfacing	18,100.00
Axon Enterprises, Inc	Non-Local	Taser Replacement	14,647.89
Lighthouse Creations, LLC	Non-Local	Well House Construction	14,000.00
Hawkins, Inc	Non-Local	Chemicals	11,072.46
Locality Media, Inc	Non-Local	First Due Annual Subscription	9,452.70
iWorQ Systems, Inc	Non-Local	FY2023 Software & Support Agreement	8,500.00
Regional Transit Authority	Non-Local	FY2022 Annual Contribution	7,497.00
Mississippi Lime Company	Non-Local	Lime	28,093.54
Utility Supply of America, Inc	Non-Local	Leak Detectors	5,380.00
Chem-Sult, Inc	Non-Local	Sodium Chlorite	7,487.10
EBSCO Industries, Inc	Non-Local	Annual Subscription	3,292.00
Midwestern Mechanical of Iowa, Inc	Non-Local	Backflow Testing Services- Less Tax	3,107.96
Rice Signs LLC	Non-Local	Signs	2,991.70
Bend Mailing Services, LLC	Non-Local	Bill Printing Services	2,508.26
Blue Valley Public Safety, Inc	Non-Local	Siren Annual Check	2,362.50
Linde Inc	Non-Local	Carbon Dioxide	2,057.56
SGS, LLC	Non-Local	Garbage Services	2,053.75
Biblionix, LLC	Non-Local	Annual Subscription	2,000.00
Piper Sandler & Co	Non-Local	Dissemination Agent Fees	1,750.00
Eastern Aviation Fuels, Inc	Non-Local	Fuel Filters	1,526.56
WaterPro Supplies Inc	Non-Local	Paint & Curb Stop	1,380.00
Iowa Department of Natural Resources	Non-Local	PWS ID: 1178097- FY2023 Water Supply Fee	1,241.21
Axon Enterprises, Inc	Non-Local	Taser Cartridges	1,135.50
Brodart Co.	Non-Local	Books	960.37
Imagine the Possibilities, Inc	Non-Local	Janitorial Services	800.00
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	720.84

Vendor Name	Buy Local Info	Payable Description	Total Payments
Rehab Systems Inc	Non-Local	Televising	696.60
Digital Ally Inc	Non-Local	Body Cam	600.00
Tyler Technologies, Inc	Non-Local	Insite Transaction Fees	578.75
Junior Library Guild	Non-Local	Books	541.38
Foundation Analytical Laboratory, Inc	Non-Local	Testing Service	519.50
Iowa Association of Municipal Utilities	Non-Local	Employee Mgmt 101 Registration x4	460.00
Siouxland Turf Products	Non-Local	Chemicals	426.00
Dale Vitito	Non-Local	Gun Light Kit	408.84
Siouxland Turf Products	Non-Local	Chemicals	800.00
Marcus Lumber Company Corp	Non-Local	Tubing	389.63
ABC Pest Control, Inc	Non-Local	Pest Control Services	281.00
Laurens House of Print Ltd	Non-Local	Business Cards	278.00
Alpha Wireless Communications	Non-Local	Radio Support	268.98
Iowa League of Cities	Non-Local	Membership Dues	250.00
Schumacher Elevator Company	Non-Local	Elevator Maintenance	229.50
Marcus Lumber Company Corp	Non-Local	Fiberglass Supplies	225.79
Utility Equipment Co	Non-Local	Gaskets & Supplies	221.29
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	211.00
Sioux City Mercy Medical Clinic	Non-Local	6/30/2022 Physical- Eliwise	175.00
Prime Media Acquisition Corp	Non-Local	Supplies	168.00
Cintas First Aid & Safety	Non-Local	First Aid Supplies	154.46
Iowa Dept of Justice	Non-Local	Case# 21-033131 Forfeiture- Khang	150.10
ABC Pest Control, Inc	Non-Local	Pest Control Services	130.00
Marcus Lumber Company Corp	Non-Local	Supplies	124.00
Alpha Wireless Communications	Non-Local	Pager Repairs	123.00
W. W. Grainger, Inc	Non-Local	Envelopes	121.60
International Association of Electrical Inspe	Non-Local	FY2023 Membership- Olesen	120.00
Midwest Tape, LLC	Non-Local	DVDs	116.20
Brodart Co.	Non-Local	Books	116.05
Thompson Electric Company	Non-Local	Faceplate on Mixer	115.00
Iowa Association of Municipal Utilities	Non-Local	Supervisor Training Registration	100.00
Blackstone Audio, Inc	Non-Local	Audio Books	90.37
Salus LLC	Non-Local	June 2022 Memberships	80.00
Midwest Tape, LLC	Non-Local	DVDs	52.48
J.W. Pepper & Son, Inc	Non-Local	Music	52.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	45.00
Midwest Tape, LLC	Non-Local	DVDs	44.98
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	42.00
Brodart Co.	Non-Local	Books	38.36
Cintas First Aid & Safety	Non-Local	First Aid Supplies	37.29
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	36.00
UPS	Non-Local	Shipping	35.64
Ingram Library Services, Inc	Non-Local	Books	174.36
Baker & Taylor, Inc	Non-Local	Books	29.54
Alpha Wireless Communications	Non-Local	Supplies	14.00
UPS	Non-Local	Services	1.78
		Non-Local Total:	**195,458.59**
Payroll/Refunds			
David Wayne Huse	Payroll/Refunds	DW- Treat Grade 1 Cert Fee	63.04
Daniel Holmes	Payroll/Refunds	DW- Treat Grade 1 Cert Fee	63.04
Matthew J Beckman	Payroll/Refunds	6/20/22 WW Treat 4 Cert Fee	63.04
Custodian of Petty Cash	Payroll/Refunds	Postage	61.19
Kolby Struchen	Payroll/Refunds	DW- Treat Grade 4 Cert Fee	42.54
Custodian of Petty Cash- Jean Cashman	Payroll/Refunds	Drawer 3B FY2022 Shortfall	42.23
Matthew J Beckman	Payroll/Refunds	5/31/22 WW Treat 4 Testing Fee	32.29
Daniel Holmes	Payroll/Refunds	DW- Treat Grade 1 Test 4/21/22	32.29
Kolby Struchen	Payroll/Refunds	DW- Treat Grade 4 Test Fee	30.00
Daniel Holmes	Payroll/Refunds	DW- Treat Grade 1 Test 12/7/21	60.00
Matthew J Beckman	Payroll/Refunds	2/2/22 WW Treat 4 Testing Fee	30.00
Custodian of Petty Cash	Payroll/Refunds	FY2023 Cash Drawer Shortage	14.93

Vendor Name	Buy Local Info	Payable Description	Total Payments
Friends of the Library	Payroll/Refunds	June 2022 CC Reimb	4.00
Beth Ann Dawson McPherren	Payroll/Refunds	June 2022 Homebound Deliveries	3.39
	Payroll/Refunds Total:	**541.98**	
	Grand Total:	**462,357.75**	

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

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

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

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

Pledge of Allegiance

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

Disclosures - None at this time.

Hear the Public – No comments from the public

Consent Agenda - Moved by Council Member Martinez to approve the Consent Agenda, list of bills Check #'s 78566 through 78622, EFT #'s 885, 3104 through 3142, DFT #'s 1595 through 1623, King's Pointe and Sunrise Pointe disbursements, approve the June 20, 2022 Council Minutes and the July 1, 2022 Special City Council minutes, approve renewal liquor license for Grand Central East, approve Kiwanis Sprint Triathlon/Duathlon request for August 20, 2022 , approve Sendero De Salvacion Iglesia noise variance request for July 28/August 25th/October 13, 2022., approve Kiwanis Car Show and Kids Activities in the Park for September 4th, 2022, and approve the SLPD City Code Enforcement update. Seconded by Council Member Rice. Vote: All ayes with Council Member Ramos absent. Motion carried.

Unfinished Business: None

KidsFest - Moved by Council Member McKinney to approve KidsFest Outdoor Waterpark special one day rate request for July 17, 2022. Seconded by Council Member Ricklefs. Vote: All ayes with Council Member Ramos absent. Motion carried.

Preliminary And Final Plat For A Minor Subdivision - - Mayor Porsch opened the public hearing for the proposed preliminary and final plat for a Minor Subdivision stating this was the time and place for any comments. Receiving no comments from City Council or the public, the Mayor closed the public hearing.

Moved by Council Member Martinez to adopt Resolution No. 02-R-2022-2023 recommendation on a preliminary and final plat for a Minor Subdivision for Huisenga's Subdivision. Seconded by Council Member Rice. Roll call vote: All ayes with Council Member Ramos absent. Motion carried.

RESOLUTION NO. 02-R-2022-2023

RESOLUTION APPROVING PLATTING OF HUISENGA'S SUBDIVISION TO THE CITY OF STORM LAKE, IOWA

WHEREAS, Jason A. Huisenga and Brooke M. Huisenga, and DHL Land, L.L.C. have presented a preliminary plat and final plat of HUISENGA'S SUBDIVISION TO THE CITY OF STORM LAKE, IOWA as a described and have presented to the City Council of Storm Lake, Iowa a plat of the following described property:

SEE ATTACHED EXHIBIT A

and

WHEREAS, the plat of the proposed subdivision has been reviewed and recommended for approval to this council by the Planning and Zoning Commission of the City of Storm Lake, Iowa, and said plat and dedication have been found acceptable to us and in compliance with the rules and regulations; and

WHEREAS, the same is found to conform with applicable provisions of the Iowa Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Storm Lake, Iowa: the preliminary and final Plat of Huisenga's Subdivision to the City of Storm Lake, Iowa is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk of this Council be and are hereby authorized to certify this resolution and that said certification of this resolution shall be affixed to said plat as provided by Chapter 354 of the Code of Iowa (2021) and that the same may be filed in the appropriate County offices as provided by law.

PASSED, APPROVED, AND ADOPTED THIS 5th day of July 2022.

_____
Michael Porsch, Mayor

ATTEST:

_____
Mayra A. Martinez, City Clerk

2020 Expansion Boulevard Improvements - Pavement Rehabilitation Project - Moved by Council Member Ricklefs to adopt Resolution No. 03-R-2022-2023 approving final completion, Change Order No. 1 of an increase of $44,059.50, and final payment of 2020 Expansion Boulevard improvements. Seconded by Council Member Martinez. Roll call vote: All ayes with Council Member Ramos absent. Motion carried.

RESOLUTION NO. 03-R-2022-2023

RESOLUTION ADOPTING FINAL COMPLETION, CHANGE ORDER NO. 1 AND FINAL PAYMENT FOR THE 2020 EXPANSION BOULEVARD PAVEMENT REHABILITATION 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 Expansion Boulevard Sewer Rehabilitation 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 $671,799.60 was awarded to Blacktop Service Co. for the project; and

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

Section 1. To approve Change Order No. 1 to the contract for work performed by Blacktop Service Co. for an increase of $44,059.50 to the contract for a total contact amount of $715,859.10.

Section 2. That the Mayor and Clerk are hereby directed to execute this Change Order No. 1.

Section 3. Final payment, pursuant to State Code, will be made to Blacktop Service Co. in the amount of $7,158.59.

PASSED AND APPROVED this 5TH day of July 2022.

_____

Michael Porsch, Mayor

ATTEST:

_____

Mayra A. Martinez, City Clerk

Workforce Housing Tax Incentive Program-Woodland Creek Subdivision - Moved by Council Member Rice to adopt Resolution No. 04-R-2022-2023 supporting Workforce Housing Tax Incentive program for Healthy Efficient Homes LLC on Woodland Subdivision housing project. Seconded by Council Member Ricklefs. Roll call vote: All ayes with Council Member Ramos absent. Motion carried.

RESOLUTION NO. 04-R-2022-2023

A RESOLUTION IN SUPPORT OF A WORKFORCE HOUSING TAX INCENTIVE APPLICATION TO BE SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IDEA) BY HEALTHY EFFICIENT HOMES, LLC FOR HOUSING PROJECTS LOCATED AT WOODLAND SUBDIVISION

WHEREAS, Healthy Efficient Homes, LLC plans on a $2,926,000 Million capital investment for a housing development located at the Woodland Subdivision; and

WHEREAS, the project consists of eight (8) single family homes constructed on four (4) lots and three (3) detached single family homes constructed on three lots; and

WHEREAS, the project will add new assessable tax valuation to Storm Lake; and

WHEREAS, the City of Storm Lake will assist the project by providing tax abatement; and

WHEREAS, Healthy Efficient Homes, LLC intends to submit an application for Workforce Housing Tax Incentive through the Iowa Economic Development Authority; and

WHEREAS, the City of Storm Lake is a duly recognized political subdivision of the State of Iowa action under the laws of the State of Iowa; and

WHEREAS, the City Council is the duly elected governing body of Storm Lake, Iowa; and

IT IS HEREBY RESOLVED by the City Council of Storm Lake Iowa as follows:

1. The City Council is in full support of the opportunity to promote housing development in Storm Lake, Iowa and fully supports the Application for Workforce Housing Tax Incentives.

2. City staff is authorized to assist in the preparation of the application and related materials deemed necessary.

PASSED AND APPROVED this 5th day of July, 2022.

_____

Michael Porsch, Mayor

ATTEST:

_____

Mayra A. Martinez, City Clerk

Amending Chapter 3-5 Of Title III Of The City Code, Titled "Water Rates" - Due to the emergency water conservation measures this ordinance was discussed and a decision was made to have it adopted as an emergency ordinance.

Moved by Council Member McKinney to approve waiving the first reading of Ordinance #01-O-2022-2023 amending Chapter 3-5 of Title III of the City Code of the City of Storm Lake, Iowa, titled "Water Rates", to provide for a new water conservation measure. Seconded by Council Member Ricklefs. Vote: All ayes with Council Member Ramos absent. Motion carried.

Moved by Council Member Ricklefs to approve waiving the second reading of Ordinance #01-O-2022-2023 amending Chapter 3-5 of Title III of the City Code of the City of Storm Lake, Iowa, titled "Water Rates", to provide for a new water conservation measure. Seconded by Council Member Martinez.

Vote: All ayes with Council Member Ramos absent. Motion carried.

Moved by Council Member Martinez to pass on third reading considering the ordinance an emergency ordinance, Ordinance No. 01-O-2022-2023 amending Chapter 3-5 of Title III of the City Code of the City of Storm Lake, Iowa, titled "Water Rates", to provide for a new water conservation measure. Seconded by Council Member Rice. Roll call Vote: All ayes with Council Member Ramos absent. Motion carried.

ORDINANCE NO. 01-O-2022-2023

ORDINANCE AMENDING CHAPTER 3-5 OF TITLE III OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED "WATER RATES," TO PROVIDE FOR A NEW WATER CONSERVATION MEASURE

WHEREAS, certain water conservation measures that may be imposed by the City Council, the Mayor, and the City Manager during a water shortage emergency declared by the City Council pursuant to Section 3-5-4 are set forth in Section 3-5-5 in Chapter 3-5 of the City Code; and

WHEREAS, the Council wishes to add an additional water conservation measure that may be used during such a water shortage emergency.

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

SECTION 1: AMENDMENT TO SECTION 3-5-5: Chapter 3-5 of Title III of the City Code of the City of Storm Lake, Iowa, is hereby amended by adding to Section 3-5-5 the following new subsection (F) immediately after subsection (E):

> (F) All customers may be prohibited from selling, transferring, or distributing during the declared water shortage emergency more than ten gallons of City-supplied water to persons and entities who intend to use the water outside of the city limits of the City of Storm Lake, Iowa, without prior written consent of the City Manager. The City Manager or the Mayor may proclaim this water conservation measure applicable without further authorization from the City Council.

SECTION 2. REPEALER: All ordinances or parts of ordinances of the City of Storm Lake, Iowa in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED this 5th day of July, 2022.

_____
Michael Porsch, Mayor

ATTEST:

_____
Mayra A. Martinez, City Clerk

Hearing to Appeal City Manager's Decision Determining a Certain Dog to be a Vicious Animal Pursuant to Section 8-9-7 of the Storm Lake, Iowa Code

Hearing on Garhoth Peter Dak's appeal of the City Manager's decision determining a pitbull mix dog named Drake to be a vicious animal pursuant to Section 7-9-7 of the Storm Lake, Iowa City Code was held, with City Attorney Phil Havens presenting the evidence in support of the City Manager's decision. The dog's owner, Garhoth Peter Dak, personally appeared without counsel. Witnesses called by Havens were Bridge Executive Director Michelle Rock, Office Manager of Lake Animal Hospital, Tessa Radcliff, Police Officer Cody Cameron, Police Officer Alyssa Solem, and Police Lieutenant Matt Younie. Mr. Dak presented his own testimony as evidence.

At the conclusion of the presentation of evidence, Council Member Rice moved to affirm the decision of the City Manager that the Dog is a "vicious animal" and order the Dog be humanely destroyed. Seconded by Council Member Martinez. Roll call vote: All ayes with Council Member Maria Ramos absent. Motion carried.

Work Session - 2022 Legislation - Police Chief Cole and Building and Code Compliance Director Scott Olesen presented to City Council information regarding new signed legislation at the State level related to ATV/UTV Operations and Home Occupations. Moved by Council Member Martinez to Seconded by Council Member . Vote: All ayes with Council Member Maria Ramos absent. Motion carried.

City Council Requested Items - Council Member Martinez gave consensus to review the current leash law at the July 18, 2022, City Council meeting and Council Member Rice concurred.

Adjourn - Moved by Council Member Rice to adjourn at 6:25 pm. Seconded by Council Member Ricklefs. Vote: All ayes with Council Member Maria Ramos absent. Motion carried.

_____
Michael Porsch, Mayor

ATTEST:

_____
Mayra A. Martinez, City Clerk

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, May 9, 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 and Patricia Hampton, Witter Gallery Board President.

President Hudspeth called the meeting to order at 4:02 p.m.

Disclosures by Board Members - None

Agenda – Moved by Board Member Lyngaas to approve May 9 Agenda. Seconded by Board Member Wells. Vote all ayes. Motion carried.

Public Hearing – None

Witter Gallery Report – Patricia Hampton said the Gallery Agreement Committee was halfway done with the draft.

Gallery Agreement Committee – Board Member Lyngaas reported Board Member Eliason had written the draft and they were working on it. The next committee meeting will be on Friday, May 13, 2022.

Board President's Report on the Gallery Agreement – A meeting between the City Manager, Board President and Library Director took place on May 3 to discuss the City Attorney's email response towards the agreement negotiations. The City Attorney advised a termination of the agreement to move forward towards a new one. City Manager Keri Navratil recommended a 30-day notice letter to terminate and the Trustees incurring the Gallery's common usage utilities until there is a new agreement. According to the City Attorney, there is history for a new agreement in 2013 between all parties but was never pursued. At the next Library Board meeting, there will be a letter of termination written by the City Attorney and presented to the Witter Gallery. Patricia Hampton countered the Gallery has been a subcommittee of the library since the 1970s, is not a tenant within the library building and became a nonprofit at the request of the Library Board. Board Member Freking remarked that the City will participate in negotiations in due time after both boards have completed a draft. Board Member Eliason restated the City should restore the salary fund for a Children's Librarian and convert the fund

into a Gallery Director/Library Clerk. Board Member Freking countered the Gallery position may not be funded by the City when the library could not even get a Children's Librarian for the wages offered. Other Library Board members echoed future budgets have been set.

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

Director's Report – Board Member Eliason asked about the children's bags given to Salud for Fiesta Latina since it was written as Festiva Latina on the Director's Calendar. The Library Director said she misunderstood the name of the program. No other questions were raised on the bar charts or ledger The Friends approved $380 for the summer program. The Friends' new furniture and charging tower for the periodical section will arrive on June 5, 2022. Friends Board Member Dana Larsen was instrumental in getting Jerry Kuhl to begin work on a new book display for the library. The Trustees saw the website information on the Summer Reading Program, especially made for the teachers who are encouraging their students to participate. The Director informed the Trustees of an upcoming vacation from May 26 to June 6, 2022

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

Library Board Member Requested Items - None

Adjournment – Before adjournment, Board President Hudspeth requested information on Victoria Mero's delivery of books to the Sister Library. The Library Director said Victoria delivered the books on April 27 during the Teachers' lunch hour. Victoria remarked the school was a large facility. Moved by Board Member Wells to adjourn the meeting at 4:40 pm. Seconded by Board Member Eliason. Vote all ayes. Motion carried.

Elizabeth Huff, Library Director - Please note the above is an unapproved draft of minutes and will be approved by the Board of Trustees on June 13, 2022.

ALCOHOLIC BEVERAGES DIVISION State of Iowa

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
Ramon, Inc.	El Mexicano	(712) 213-1047

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1509 Lake Ave. N.		Storm Lake	Buena Vista	50588

MAILING ADDRESS	CITY	STATE	ZIP
2189 vernon voss rd	DENISON	Iowa	51442

Contact Person

NAME	PHONE	EMAIL
RAMON PATINO	(712) 269-7130	ramonpatino7@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BC0028608	Class C Beer Permit	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 1, 2022	July 31, 2023	

SUB-PERMITS

Class C Beer Permit

ALCOHOLIC BEVERAGES DIVISION State of Iowa

State of Iowa
Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

- **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
RAMON PATINO	DENISON	Iowa	51442	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

Storm Lake Airport Commission
Regular Meeting, Airport Terminal
Monday, May 9, 2022, 4:00 PM

Present: Commission Members Bob Ansorge, Cynthia Turner and Jason Dierking. Absent – Commission Member Dan Richardson. Others Present: Tyler Gibbins, John Bartholomew and Brian Lee.

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

Hear the Public – No comments.

Minutes – Moved by Commissioner Dierking to approve the regular Airport Commission April 11, 2022, minutes. Seconded by Commissioner Turner. Vote: All ayes with Commissioner Richardson absent. Motion carried.

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

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

Airport Manager's Monthly Report Posted the R/C club's liability insurance on the bulletin board. R&R Electric replaced the security light on hangar D and repaired the rotating beacon. Ordered and received 8,000 gallons of jet fuel and received 2,597 gallons of av gas. The Veeder-root was out of service and has been repaired by Seneca Petroleum. They found the veeder-root wires were crossed, the stick measurements and the veeder-root are now in agreement. The AWOS has been repaired and is back in service. The pest exterminator was on site. The Army National Guard brought in three helicopters and gave rides to prospective recruits. Attended the Airport commission meeting. Located the power source for the airport sign. Work has started for the repairing of hangar doors.

Courtesy Car Usage: 1 Miles 14
Fuel Meter Reading: Jet A – 593,470
AV Gas – 138,107.8

Administration Report – We will be conducting BFS annual evaluation this month for consideration of changes at the June meeting. We will be using Survey Monkey as the source for this evaluation and an email will be sent out with a link to complete the survey.

Adjourn – Moved by Commissioner Dierking to adjourn the meeting at 4:20 pm. Seconded by Commissioner Turner. Vote: All ayes with Commissioner Richardson absent. Motion carried.

Mayra Martinez, City Clerk

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: CHRIS COLE

DATE: May 26, 2022

REFERENCE: LIQUOR LICENSE RENEWAL
EL MEXICANO
1509 N LAKE AVE

Discussion: Per your request I have accessed the department computer for calls of interest to the aforementioned establishment. The calls are as follows:

	5-29-2019 to 5-26-2020	5-27-2020 to 5-23-2022
INCIDENTS		
911 Hang up Call	0	2
Accident	0	1
Burglar Alarm	18	1
Business Security	36	43
Citizens Assist	1	1
City Code Enforcement	0	2
Drug Investigation	1	0
Found Property	0	1
Harassment	0	1
Interpretation	0	2
Keys locked in car	0	3
Law Department Assist	0	1
PR/Talk/Presentation	5	5
Station Assignment	2	3
Street Beat	1	1
Traffic Stop	8	10
ARRESTS		
Driving Barred	0	1
False ID	0	1
Interference with official acts	0	1
Possession of Drug Paraphernalia	1	0

Recommendation: Approval of liquor license.

ALCOHOLIC BEVERAGES DIVISION State of Iowa

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
STORM LAKE CYCLES, INC.	Storm Lake Honda	(712) 732-2460

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
3040 Expansion Boulevard		Storm Lake	Buena Vista	50588

MAILING ADDRESS	CITY	STATE	ZIP
3040 Expansion Boulevard	Storm Lake	Iowa	50588

Contact Person

NAME	PHONE	EMAIL
Erin Heffernan	(712) 330-3750	office@stormlakehonda.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class B Beer Permit	5 Day	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 12, 2022	Aug 16, 2022	

SUB-PERMITS

Class B Beer Permit

ALCOHOLIC BEVERAGES DIVISION State of Iowa

State of Iowa
Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

- **Individual Owners**

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
LARRY SCHULTZ	Storm Lake	Iowa	50588	President	100.00	Yes

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Founders Insurance Company	Aug 12, 2022	Aug 17, 2022
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

Staff Summary

07/15/2022
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: Nelda Kirkholm

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	$9,127.67
Contract/Agreement	$196,618.77
Local	$60,610.74
Non-Local	$195,458.59
Payroll/Refunds/Payroll Tax & Ins	$541.98
TOTAL EXPENSES:	**$599,090.70**
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

7.18.2022 Project Report.pdf

Summary

Project Summary

Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
01112-0019	WasteWater Treatment Facility Wetlan…	1,173,565.00	0.00	1,170,187.96	0.00	1,170,187.96	3,377.04
01112-0020	10th & Ontario StormWater Improvem…	1,753,734.33	0.00	1,752,412.45	0.00	1,752,412.45	1,321.88
01112-0021	4th & Oats StormWater Improvements	832,997.63	0.00	833,347.35	0.00	833,347.35	-349.72
0P1.122814	Richland Street, Phase 2 Improvements	174,107.75	174,107.75	174,095.25	0.00	174,095.25	12.50
0P1.125106	BRIC	7,978,418.00	7,978,418.00	106,516.49	0.00	106,516.49	7,871,901.51
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	2,399,998.33	0.00	2,399,998.33	133,321.67
20-23848	Storm Lake WTP- Electrical MCC Replac…	268,494.81	0.00	273,335.01	0.00	273,335.01	-4,840.20
20-24387	Radio Park Lift Station Replacement	568,639.68	568,639.68	423,725.49	292.50	424,017.99	144,621.69
20-HSG-022	2021 Housing Sustainability Project	224,994.00	224,994.00	122,300.12	0.00	122,300.12	102,693.88
22-26698	Storm Lake WTP- Well No. 21	131,000.00	131,000.00	6,700.00	6,935.00	13,635.00	117,365.00
22-26815	W 6th Street Utilities Extension	75,500.00	75,500.00	18,700.00	20,000.00	38,700.00	36,800.00
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	9,479.52	891.25	10,370.77	531,391.23
New 2	FEMA Hazard Mitigation Assistance (W…	48,600.00	48,600.00	0.00	0.00	0.00	48,600.00
OP1.125220	4th Street Watermain Improvement Pro…	457,037.00	457,037.00	52,217.50	5,097.50	57,315.00	399,722.00
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	2,460,894.08	17,089.50	2,477,983.58	110,824.72
P11.120411	Highway 7/110 Traffic Lane/Signalization	4,598,729.85	114,968.25	1,198,602.57	56,970.00	1,255,572.57	3,343,157.28
P11.120478	Tulip Lane SW Improvements	443,607.50	8,369.96	440,789.42	0.00	440,789.42	2,818.08
P11.120650	2020 Expansion Blvd Improvements	1,169,938.10	1,295.87	1,168,724.60	0.00	1,168,724.60	1,213.50
P11.122266	7th Street Sewer Lining/2021 CIPP	514,861.25	514,861.25	485,364.15	0.00	485,364.15	29,497.10
T51.119823	Runway 13/31 & Taxiway Lighting	459,190.70	0.00	459,190.70	0.00	459,190.70	0.00
Urban20WQI-004	SLHS Courtyard Conservation	119,097.86	0.00	115,439.86	0.00	115,439.86	3,658.00
	Report Total:	**30,445,324.77**	**10,845,563.46**	**17,454,553.17**	**107,275.75**	**17,561,828.92**	**12,883,495.85**

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	9,479.52	891.25	10,370.77	531,391.23
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	419,591.86	300,494.00	256,439.98	20,000.00	276,439.98	143,151.88
National Resiliency Disaster Grant Proje…	8,507,686.72	523,231.21	8,464,633.65	0.00	8,464,633.65	43,053.07
Sanitary Sewer Projects	3,150,559.68	618,116.84	2,823,723.82	292.50	2,824,016.32	326,543.36
Street Construction	8,531,584.00	295,504.41	5,002,316.50	74,059.50	5,076,376.00	3,455,208.00
Water Project	856,531.81	588,037.00	332,252.51	12,032.50	344,285.01	512,246.80
Report Total:	**30,445,324.77**	**10,845,563.46**	**17,454,553.17**	**107,275.75**	**17,561,828.92**	**12,883,495.85**

Staff Summary

07/14/2022
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

SUBJECT: **SLPD City Code Enforcement Update**

BACKGROUND:

6/29/2022 to 7/12/2022

White Summons - 4

Total – 127

Tall Grass and Weeds – 72

Grass Clippings in Street – 7

Accumulate Junk – 27

Junk Vehicles – 5

Accumulate Trash – 9

Water Restrictions - 4

Parking restricted to hard surfaces - 2

Misc CCE – 1

FISCAL IMPACT: None

RECOMMENDATION: N/A

ATTACHMENTS:

Staff Summary

07/14/2022
Agenda Item # D.4.

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

REPORT TO: Honorable Mayor & Council

FROM: David Derragon

SUBJECT: **Motion Approving Easement for Richland Street**

BACKGROUND: This easement relates to the Richland Street project. A change in the design of the project did not require the easement, however, it may have benefit in the future.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve Easement for Richland Street

ATTACHMENTS:
Easement Richland St 7-18-2022.pdf

Return To: Havens and Havens, P.O. Box 426, Storm Lake, IA 50588
Preparer: Philip E. Havens, Havens and Havens, P.O. Box 426, Storm Lake, IA 50588; (712) 732-7262

EASEMENT AGREEMENT

This Agreement, made and entered into this 10th day of May, 2022 by and between G F Land Partnership, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

SECTION I.

GRANT OF EASEMENT

In consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns an easement over, across, and on the following described real estate in Buena Vista County, Iowa, to-wit:

> A part of Lot 4 of Block 1 of M.C.S. Addition to the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows:
>
> Beginning at the Southeast Corner of said Lot 4, thence West 40 feet along the southerly Line of said Lot 4; thence Northeasterly 37.12 feet to a point on the Easterly line of said Lot 4, at the Westerly right-of-way of Expansion Boulevard; thence 45 feet Southeasterly along the Easterly line of said Lot 4 to the Point of Beginning,

as depicted on attached Exhibit A (the "Easement Area"), which shall be used as temporary work space for construction of utility improvements and improvements to both East Richland Street and Expansion Boulevard in the Richland Street, Phase 2 Improvements Project (the "Project") and for

drainage as provided in Section II below. The right to use the Easement Area as a temporary work space will terminate upon completion of the Project but not later than December 31, 2023.

SECTION II.

ADDITIONAL RIGHTS OF GRANTEE AND GRANT OF PERPETUAL DRAINAGE EASEMENT

Grantee shall have the right of ingress and egress to and from the Easement Area for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein. In addition, Grantee shall have the right to alter the grade and contour of the existing drainage ditch in Easement Area, provided that such alteration shall not impede drainage from Lot 4 of Block 1 of M.C.S. Addition to the City of Storm Lake. Once Grantee has established the new ditch contour and grade, Grantor shall not alter the contour or grade of the drainage ditch in the Easement Area. Grantor grants to Grantee a perpetual drainage easement on the Easement Area for the purpose of channeling and draining surface water partly from the abutting city streets. The perpetual easement for drainage shall not terminate with the completion of the Project but shall continue in perpetuity.

SECTION III.

RIGHTS OF GRANTOR

Grantor reserves the right to use and enjoy the Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on any part of the Easement Area or to fence the whole or any part thereof; provided, however, the Grantor and its successors and assigns shall have the right to use the Easement Area for signage that complies with the zoning ordinances and regulations of the City of Storm Lake, Iowa.

SECTION IV.

RESTORATION OF SURFACE

Grantee agrees that the Easement Area should be left free of any large stones, holes or piles of dirt and that the area should be re-seeded to grass, if necessary. With regard to said restoration, Grantee agrees that the same shall be accomplished as near to the original condition of the affected Easement Area as may be possible, subject to the provisions of Section II above, within a reasonable time after the completion of the Project.

SECTION V.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the Easement Area and has the right, title and capacity to grant said premises.

SECTION VI.

EFFECT OF AGREEMENT

The burdens and benefits of this Agreement shall run with the land and this Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement in Storm Lake, Iowa, on the day and year first above written.

GRANTEE:

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

ATTEST:

_____
Mayra A. Martinez, City Clerk

GRANTOR:

G F LAND PARTNERSHIP

By: _____
Brad D. Price, General Partner
G F Land Partnership

3000 - 18th Street
Spirit Lake, IA 51360

STATE OF IOWA, COUNTY OF Dickinson

This record was acknowledged before me on the 10 day of May, 2022 by Brad D. Price, as General Partner of G F Land Partnership.

NOTARIAL SEAL IOWA
CHERYL A BECKER
Commission Number 788496
MY COMMISSION EXPIRES
FEBRUARY 18, 2024

Cheryl A Becker
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

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

_____
Notary Public in and for the State of Iowa

INDEX LEGEND	
LOCATION	LOTS 1 - 4 OF BLOCK 1 OF M.C.S ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA
REQUESTOR:	CITY OF STORM LAKE
PROPRIETOR:	G F LAND PARTNERSHIP
SURVEYOR:	EUGENE R. DREYER P.L.S. #17535
SURVEYOR COMPANY:	BOLTON & MENK, INC.
RETURN TO:	EUGENE R. DREYER, BOLTON & MENK, INC. 1519 BALTIMORE DRIVE, AMES, IA 50010 (515)-233-6100

EXHIBIT

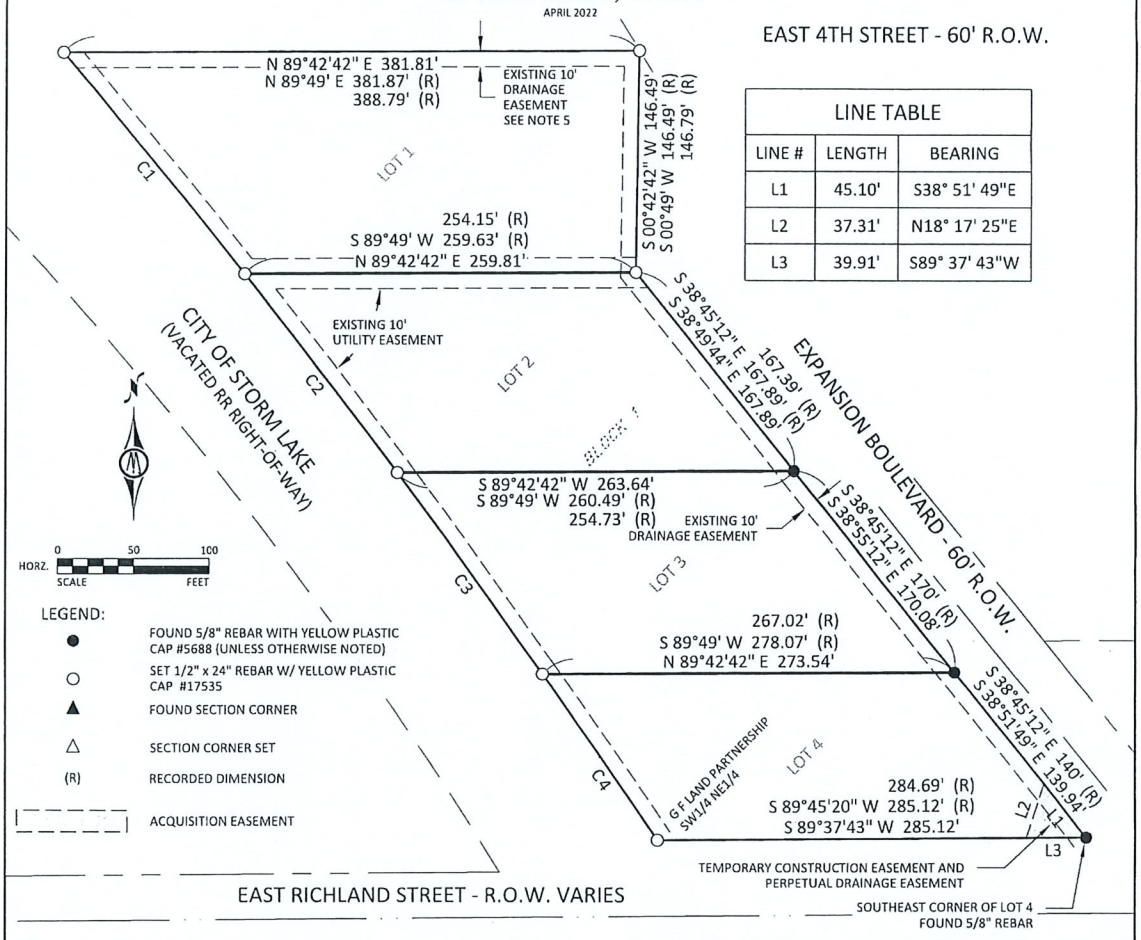
A

FOR RECORDER USE ONLY

PLAT OF RETRACEMENT

LOTS 1-4, BLOCK 1, M.C.S. ADDITION
STORM LAKE, IOWA

APRIL 2022



LINE TABLE		
LINE #	LENGTH	BEARING
L1	45.10'	S38° 51' 49"E
L2	37.31'	N18° 17' 25"E
L3	39.91'	S89° 37' 43"W

PARENT PARCEL DESCRIPTION: (FROM INST #161171)
LOTS ONE (1), TWO (2), THREE (3), AND FOUR (4), IN BLOCK ONE (1), M.C.S. ADDITION TO THE CITY OF STORM LAKE, IOWA

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C1	189.00'	6005.24'	1° 48' 12"	188.99'	N39° 29' 02"W
C2	165.54'	6005.24'	1° 34' 46"	165.53'	N37° 47' 33"W
C3	158.50'	6005.24'	1° 30' 44"	158.50'	N36° 11' 36"W
C4	133.34'	6005.24'	1° 16' 20"	133.34'	N34° 48' 04"W

TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL DRAINAGE EASEMENT:
A PART OF LOT 4 OF BLOCK 1 OF M.C.S. ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4, THENCE WEST 39.91 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 4; THENCE NORTHEASTERLY 37.31 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 4, AT THE WESTERLY RIGHT-OF-WAY OF EXPANSION BOULEVARD; THENCE 45.10 FEET SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 4 TO THE POINT OF BEGINNING.

NOTES:

1. THIS SURVEY MEETS OR EXCEEDS IOWA CODE 355.
2. THIS SURVEY IS SUBJECT TO EASEMENTS APPARENT OR OF RECORD.
3. BEARINGS SHOWN ARE IOWA REGIONAL COORDINATE SYSTEM, ZONE 4, US SURVEY FOOT.
4. REVISED AND CORRECTED M.C.S. ADDITION PLAT, SIGNED 2/16/79 USED FOR THIS PLAT
5. EXISTING 10' PERMANENT DRAINAGE EASEMENT, JULY 2, 1979, BY CHUCK TAPLEY.

LICENSED PROFESSIONAL LAND SURVEYOR
EUGENE R. DREYER 17535
IOWA

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

EUGENE R. DREYER L.S.
REG. NO. 17535 DATE 5/23/22
MY LICENSE RENEWAL DATE IS 12/31/2022
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

PLAT OF RETRACEMENT
LOTS 1 -4, BLOCK 1 OF M.C.S. ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA.

BOLTON & MENK
1519 BALTIMORE DRIVE
AMES, IOWA 50010
(515) 233-6100

SHEET 1 OF 1

© Bolton & Menk, Inc. 2018, All Rights Reserved

H:\SMLK\0P1122814\CAD\C3D\FIGR-122814-RETRACEMENT PLAT.DWG 6/23/2022 8:30 AM

JOB NUMBER: 0P1.122814

Staff Summary

07/14/2022
Agenda Item # D.5.

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

REPORT TO: Honorable Mayor & Council

FROM: Chris Cole

SUBJECT: **BVU Welcome Back Week Noise Variance Request**

BACKGROUND:

Attached is a request from BVU for a noise variance for back to school events scheduled on the following dates and times:

Friday, August 26:

1:50pm – Music playing for the New Student Processional from the Fieldhouse to Schaller Chapel

9:30pm-11:30pm – Outdoor activities (lawn games, sports, music) on campus green space, including the football field, forum lawn, and outdoor recreation house

Saturday, August 27:

3:00pm-5:00 pm – Beaver Olympics, playing music and PA announcements on Forum Lawn

9:00pm-11:00pm – Outdoor Evening Activities (lawn games, sports, music) on campus green space, including the football field, forum lawn, and outdoor recreation house

Sunday, August 28:

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

FISCAL IMPACT: None

RECOMMENDATION: Approve Request

ATTACHMENTS:
20220707093349286.pdf

June 30, 2022

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

Dear Mr. Cole:

Buena Vista University is preparing for Welcome Weekend August 26-28 to welcome our new and returning students to campus. To make this year's events a success, we are requesting the assistance of the city. The following is an overview of what we are requesting.

A noise variance for the following times:

Friday, August 26:
1:50pm – Music playing for the New Student Processional from the Fieldhouse to Schaller Chapel
9:30pm-11:30pm – Outdoor activities (lawn games, sports, music) on campus green space, including the football field, forum lawn, and outdoor recreation house

Saturday, August 27:
3:00pm-5:00 pm – Beaver Olympics, playing music and PA announcements on Forum Lawn
9:00pm-11:00pm – Outdoor Evening Activities (lawn games, sports, music) on campus green space, including the football field, forum lawn, and outdoor recreation house

Sunday, August 28:
7:00pm-11:00pm – Welcome Back Concert, Mud Dogs Band on Central Campus (Sound check, concert, and tear down)

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

Sincerely,

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

Staff Summary

07/14/2022
Agenda Item # D.6.

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

REPORT TO: Honorable Mayor & Council

FROM: Chris Cole

SUBJECT: **Request for temporary street closures and parking for BVU move in and Move out 2022 and 2023**

BACKGROUND:

Buena Vista University is requesting that on the dates listed below, the City of Storm Lake allow vehicles to park and load/unload on the east side of Grand Avenue from the J. Leslie Rollins Stadium north to Iowa Street, on the north side of West 4th Street from Grand to Early, and on the south side of West 4th Street from Grand to College.

Move In Dates		**Move Out Dates**
August 9	Football, RA Staff	December 15-18th Students Move Out
August 18	Fall Sports	May 4th-May 7th Graduation weekend
August 22	XC, Student Leaders (O-Team), EFS	
August 26	New Students	
August 28th	Returning Students	

Additionally, Buena Vista University is requesting that on the following dates and times listed below, the City of Storm Lake close for one-way traffic Grand Avenue from J. Leslie Rollins Stadium north to Iowa street and Fourth from College to Early. We would also request that on these dates the City of Storm Lake allow vehicles to park and load/unload on the east side of Grand Avenue from J. Leslie Rollins Stadium north to Iowa Street, on the north side West 4th Street from Grand to Early, and on the south side of West 4th from Grand to

College.

August 26 - New Students arrive- 7:30 AM-3:00 PM

BVU agrees to complete the following guidelines to assist with move-in and move-out procedures:

- Buena Vista University will place temporary “No Parking” signs on the opposite sides of roads where parking is not allowed on these dates.
- Notices concerning the procedures for move-in and move-out will be disseminated to all students.
- Signs will be posted in residence halls reminding students of the move-in and move-out procedures.
- On dates when streets are closed for one-way traffic, we will place barricades to direct traffic, we will review any problems with the Police Department.

This request is similar to past years and the move in /move out generally runs smoothly.

FISCAL IMPACT: None

RECOMMENDATION: Approve Request

ATTACHMENTS:
20220714100608607.pdf

TO: Storm Lake City Council
FROM: Jessica Garling, Director of Campus Security
DATE: July 13, 2022

RE: REQUESTED PLAN FOR MOVING STUDENTS IN AND OUT OF THE RESIDENCE HALLS FOR THE 2021-2022 ACADEMIC YEAR

Buena Vista University is requesting that on the dates listed below, the City of Storm Lake allow vehicles to park and load/unload on the east side of Grand Avenue from the J. Leslie Rollins Stadium north to Iowa Street, on the north side of West 4th Street from Grand to Early, and on the south side of West 4th Street from Grand to College.

Move In Dates		**Move Out Dates**
August 9	Football, RA Staff	December 15-18th Students Move Out
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Additionally, Buena Vista University is requesting that on the following dates and times listed below, the City of Storm Lake close for one-way traffic Grand Avenue from J. Leslie Rollins Stadium north to Iowa street and Fourth from College to Early. We would also request that on these dates the City of Storm Lake allow vehicles to park and load/unload on the east side of Grand Avenue from J. Leslie Rollins Stadium north to Iowa Street, on the north side West 4th Street from Grand to Early, and on the south side of West 4th from Grand to College.

August 26 - New Students arrive- 7:30 AM-3:00 PM

We agree to complete the following guidelines to assist with move-in and move-out procedures:

- Buena Vista University will place temporary "No Parking" signs on the opposite sides of roads where parking is not allowed on these dates.
- Notices concerning the procedures for move-in and move-out will be disseminated to all students.
- Signs will be posted in residence halls reminding students of the move-in and move-out procedures.
- On dates when streets are closed for one-way traffic, we will place barricades to direct traffic, we will review any problems with the Police Department.

Thank you for your continued support and attention to this request. Please call me at 749-2502 if you have any questions or concerns.

Sincerely,

Jessica Garling
Director of Campus Security

Staff Summary

07/14/2022
Agenda Item # D.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: Chris Cole

SUBJECT: **Buddhist Temple Noise Variance Request**

BACKGROUND: Wes Bourrammavong of the Storm Lake Buddhist Temple has requested a noise variance for an outdoor religious ceremony on Sunday September 4th 2022 from 1PM to 1AM.

The request is for outdoor amplified music and announcements.

FISCAL IMPACT: None

RECOMMENDATION: Approve request

ATTACHMENTS:

Staff Summary

07/14/2022
Agenda Item # D.8.

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

REPORT TO: Honorable Mayor & Council

FROM: Chris Cole

SUBJECT: **Gospel Fellowship Noise Variance request**

BACKGROUND: Attached is a request from Pastor James Roland for a noise variance request for outdoor worship services at the Sunset Park Band Shell on the following dates and times:

Sunday July 31st 2022 from 10AM to 11:30 AM
Sunday August 7th 2022 from 10Am to 11:30 AM

FISCAL IMPACT: None

RECOMMENDATION: Approve request

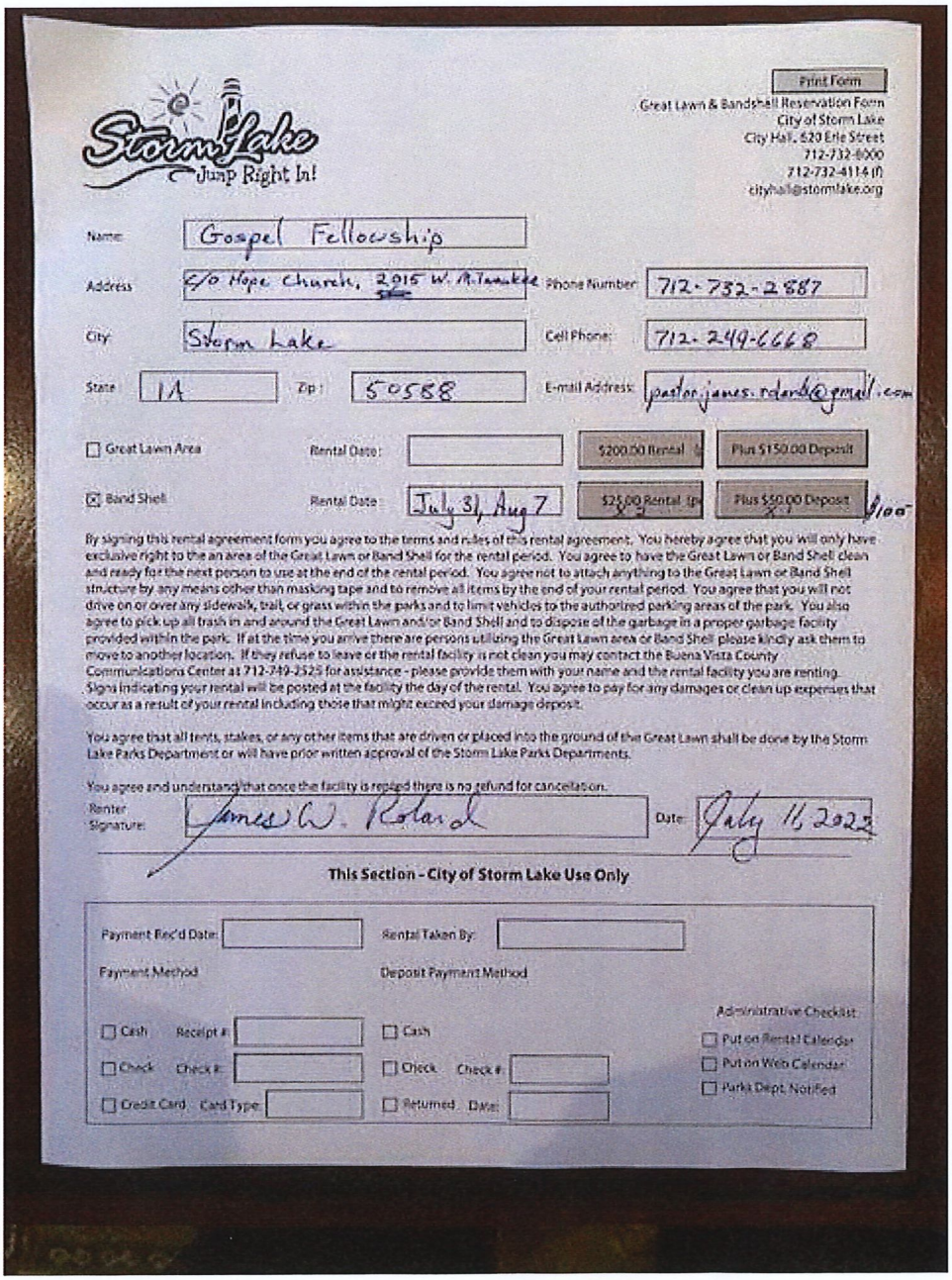
ATTACHMENTS:
20220712105947133.pdf

Chris Cole

From: James Roland <pastor.james.roland@gmail.com>
Sent: Tuesday, July 12, 2022 9:45 AM
To: Chris Cole
Subject: Noise variance

Good morning Chris,

I am working with some of the area churches to organize to joint worship services at the band shell in Sunset Park, one on July 31 and the other on August 7. In renting the bandshell, the city has directed me to request a noise variance for these two events. I will attach the application form with the event details. Please let me know if you have any questions or if I need to take any further action.



Storm Lake
Jump Right In!

Print Form

Great Lawn & Bandshell Reservation Form
City of Storm Lake
City Hall, 620 Erie Street
712-732-8000
712-732-4114 (f)
cityhall@stormlake.org

Name: Gospel Fellowship
Address: c/o Hope Church, 2915 W. N. Tamarack Phone Number: 712-732-2887
City: Storm Lake Cell Phone: 712-249-6668
State: IA Zip: 50588 E-mail Address: pastor.james.roland@gmail.com

☐ Great Lawn Area Rental Date: $200.00 Rental Plus $150.00 Deposit
☒ Band Shell Rental Date: July 31, Aug 7 $25.00 Rental Plus $50.00 Deposit $100

By signing this rental agreement form you agree to the terms and rules of this rental agreement. You hereby agree that you will only have exclusive right to the an area of the Great Lawn or Band Shell for the rental period. You agree to have the Great Lawn or Band Shell clean and ready for the next person to use at the end of the rental period. You agree not to attach anything to the Great Lawn or Band Shell structure by any means other than masking tape and to remove all items by the end of your rental period. You agree that you will not drive on or over any sidewalk, trail, or grass within the parks and to limit vehicles to the authorized parking areas of the park. You also agree to pick up all trash in and around the Great Lawn and/or Band Shell and to dispose of the garbage in a proper garbage facility provided within the park. If at the time you arrive there are persons utilizing the Great Lawn area or Band Shell please kindly ask them to move to another location. If they refuse to leave or the rental facility is not clean you may contact the Buena Vista County Communications Center at 712-749-2525 for assistance - please provide them with your name and the rental facility you are renting. Signs indicating your rental will be posted at the facility the day of the rental. You agree to pay for any damages or clean up expenses that occur as a result of your rental including those that might exceed your damage deposit.

You agree that all tents, stakes, or any other items that are driven or placed into the ground of the Great Lawn shall be done by the Storm Lake Parks Department or will have prior written approval of the Storm Lake Parks Departments.

You agree and understand that once the facility is reserved there is no refund for cancellation.

Renter Signature: James W. Roland Date: July 11, 2022

This Section - City of Storm Lake Use Only

Payment Rec'd Date: Rental Taken By:
Payment Method Deposit Payment Method
☐ Cash Receipt #: ☐ Cash
☐ Check Check #: ☐ Check Check #:
☐ Credit Card Card Type: ☐ Returned Date:

Administrative Checklist
☐ Put on Rental Calendar
☐ Put on Web Calendar
☐ Parks Dept. Notified

City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588
712-732-8000
jyclark@stormlake.org
www.stormlake.org

City of Storm Lake
Park Event / Rental Registration Application

Please complete this form for all events requested to be held within the Storm Lake Park System

Name of Requesting Party: Gospel Fellowship Phone #: 712-249-6668

Mailing Address: c/o Hope Church 2015 W. Milwaukee Email: pastor.james.roland@gmail.com

City: Storm Lake State: IA Zip: 50588

Cell Phone: 712-249-6668

2nd Contact: Ryan Brandenberger Position/Relationship: Pastor

Email: Cell Phone:

Requested Park: Sunset / Bandshell Event Date: July 31 and Aug 7

Event Type: Worship Service Event Start Time: 10 AM

Event End Time: 11:30 AM

Please answer the following questions regarding your proposed events:

Will there be amplified noise such as music, spoken word through a microphone or karaoke? (Use of amplified noise will require a noise variance) Yes

Will you have horses involved in the event? (All animal feces must be managed and removed from public property) NO

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian 712-749-2555, provide a copy of this permit to the City. Also, Council approval for food sale on public property) NO

☐ Check this box if you will be charging admission to this event.

Will you be using an open shelter, the band shell, or the Chautauqua Park Shelter House? (These facilities are available for rent and have a rental fee associated with them - please fill out the rental agreement in addition to this document.) Yes

Will you be erecting a tent? If **YES** attach a map of the park showing the location of the tent, size, and staking layout. No

How many people will be attending the event? Provide your best estimate on attendance. 150

Do you have electrical needs? Yes Identify: 110V for amplifier Additional Electrical- $150.00:

Will there be alcohol at the event? No Will alcohol be sold at the event? No Do you have a liquor license? No

Will you have inflatables at the event? If yes you will be required to provide liability insurance to the City. No

Are you requesting Street closures? No Which Streets? NA

Starting Time: NA Ending Time: NA

Will there be fireworks involved with this event? If Yes please contact the Fire Chief at 712-732-8010. No

Are you requesting security services provided by Storm Lake Public Safety? SLPS may require security services. No

Signature Field: James W. Roland Date: July 11, 2022

Thank you so much!

Pastor James Roland
712–249–6668

Staff Summary

07/14/2022
Agenda Item # D.9.

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

REPORT TO: Honorable Mayor & Council

FROM: Chris Cole

SUBJECT: **Step Up Storm Lake Half Marathon Request**

BACKGROUND: Angie Snyder has requested a run / walk permit, temporary street closure, park closure and noise variance for the annual Step Up Half Marathon Event.

The Event will take place on Saturday September 3rd 2022 at 7:30 AM. Snyder requested the following:

Noise Variance for amplified music and announcements at Awaysis Park from 7:30 AM to 11:30 AM
Temporary Road Closure (Sunrise Park Road from E Lakeshore to Lakeside City Limits) from 7:20 AM to 7:35 AM
Closure of the West portion of Awaysis Park for finish line and events.
Run / Walk Permit

This is the same event as in previous years and generally runs smoothly.

Snyder will provide a copy of an insurance certificate with city hall prior to the event.

FISCAL IMPACT: Costs associated with this event will be absorbed in the normal operating budget.

RECOMMENDATION: Approve Request

ATTACHMENTS:
20220711122844423.pdf

City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588
712-732-8000
cityclerk@stormlake.org
www.stormlake.org

City of Storm Lake
Park Event / Rental Registration Application

Please complete this form for all events requested to be held within the Storm Lake Park System

Name of Requesting Party: Step Up Storm Lake Phone #: 712-660-8089

Mailing Address: 125 White Cap Email: stepupstormlake@yahoo.com

City: 125 White Cap Storm Lake State: IA Zip: 50588

Cell Phone: 712-660-8089

2nd Contact: Angie Snyder Position/Relationship: Race Coordinator

Email: Cell Phone:

Requested Park: Anawalts Park Event Date: 9/3/2022

Event Type: Half Marathon/ 5k Event Start Time: 7:30am

Event End Time: 11:30am

Please answer the following questions regarding your proposed events:

Will there be amplified noise such as music, spoken word through a microphone or karaoke? (Use of amplified noise will require a noise variance) Yes

Will you have horses involved in the event? (All animal feces must be managed and removed from public property) No

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian 712-749-2555, provide a copy of this permit to the City. Also, Council approval for food sale on public property.) No

☒ Check this box if you will be charging admission to this event.

Will you be using an open shelter, the band shell, or the Chautauqua Park Shelter House? (These facilities are available for rent and have a rental fee associated with them - please fill out the rental agreement in addition to this document.) NO

Will you be erecting a tent? If **YES** attach a map of the park showing the location of the tent, size, and staking layout. NO

How many people will be attending the event? Provide your best estimate on attendance. 150

Do you have electrical needs? NO Identify: Additional Electrical- $150.00

Will there be alcohol at the event? NO Will alcohol be sold at the event? NO Do you have a liquor license?

Will you have inflatables at the event? If yes you will be required to provide liability insurance to the City. NO

Are you requesting Street closures? Yes Which Streets? Sunrise Park Rd.

Starting Time: 7:20am Ending Time: 7:35am

Will there be fireworks involved with this event? If Yes please contact the Fire Chief at 712-732-8010. NO

Are you requesting security services provided by Storm Lake Public Safety? SLPS may require security services. Yes

Signature Field [signature] Date: 7/7/22

Staff Summary

07/15/2022
Agenda Item # D.10.

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

REPORT TO: Honorable Mayor & Council

FROM: Chris Cole

SUBJECT: **Noise Variance Request for Storm Lake Honda Outdoor Concert.**

BACKGROUND: Jeff Schultz of Storm Lake Honda has requested a noise variance for an outdoor concert to be held at Storm Lake Honda on August 13th 2022 from 8Pm to 11PM.

FISCAL IMPACT: None

RECOMMENDATION: Approve Request

ATTACHMENTS:

Staff Summary

07/14/2022
Agenda Item # F.1.

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

REPORT TO: Honorable Mayor & Council

FROM: Matt Beckman

SUBJECT: **Motion Adopting Resolution No. 05-R-2022-2023 Approving Change Order No. 3 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 will begin again on July 12. This change order is to extend the substantial completion to September 1, 2022.

ISG recommends acceptance of Change Order No. 3.

FISCAL IMPACT: No change to contract price

RECOMMENDATION: Adopt Resolution No. 05-R-2022-2023 Approving Change Order No. 3 for the Radio Park Lift Station Project

ATTACHMENTS:

Letter of Recommendation .pdf
Change Order No. 3.pdf
0520222023 - Radio Park Lift Station - Change Order No. 3.docx

JULY 5, 2022

Scott Olesen
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

ISG

RE: Change Order No. 3 – Letter of Recommendation

Radio Park Lift Station Replacement

Storm Lake, IA

Dear Mr. Olesen,

Christiansen Construction's original plan to return to the project in the spring was not able to be fulfilled due to the late spring. With the remaining work expected to take approximately 6 weeks, city officials did not want the work to overlap with the 4th of July festivities. Christiansen Construction is returning to the site on July 12 and has requested an extension to the substantial completion date of September 1, 2022.

ISG recommends acceptance of Change Order No. 3.

If you have any questions regarding this change, please don't hesitate to reach out to us at 712.732.7745.

Sincerely,

Amanda Goodenow, PE
Amanda.Goodenow@ISGInc.com

Encl: Change Order No. 3

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CHANGE ORDER NUMBER: 3

Date of Issuance: July 5, 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:

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 will begin again on July 12. This change order is to extend the substantial completion to September 1, 2022.

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$494,028.00

Decrease from previously approved
Change Orders Number 1 to 2

$111.68

Contract Price prior to this Change Order:

$494,139.68

Increase of this Change Order:

$0.00

Contract Price Incorporating this Change Order:

$494,139.68

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working Days ☐ Calendar Days

Substantial Completion (day or dates): December 31, 2021
Ready for Final Payment (day or dates): January 31, 2021

(Increase) (Decrease) from previously approved
Change Orders Number 1 to 2
Substantial completion (day or dates): June 25, 2022
Ready for Final Payment (day or dates): July 26, 2022

Contract Times prior to this Change Order:
Substantial Completion (day or dates): June 25, 2022
Ready for Final Payment (day or dates): July 26, 2022

Increase of this Change Order:
Substantial Completion date: September 1, 2022
Ready for Final Payment date: October 1, 2022

Contract Times with all approved Change Orders:
Substantial Completion (day or dates): September 1, 2022
Ready for Final Payment (day or dates): October 1, 2022

RECOMMENDED:	ACCEPTED:	ACCEPTED:
I +S GROUP	CITY OF STORM LAKE	CHRISTIANSEN CONSTRUCTION
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 7/5/2022	Date:	Date: 7/5/2022

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Amount Increase	Amount Decrease

TOTALS	$0.00	$0.00
NET CHANGE IN CONTRACT PRICE	$0.00	
INCREASE (DECREASE) IN CONTRACT TIME, days		

Justification For Changes:

CO3 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 will begin again on July 12. This change order is to extend the substantial completion to September 1, 2022.

RESOLUTION NO. 05-R-2022-2023

RESOLUTION ADOPTING CHANGE ORDER NO. 3 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.

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

Section 1. To approve Change Order No. 3 to extend the substantial completion to September 1, 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. 3.

PASSED AND APPROVED this 18th day of July 2022.

_____

Michael Porsch, Mayor

ATTEST:

_____

Mayra A. Martinez, City Clerk

Staff Summary

07/14/2022
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

SUBJECT: **Motion To Approve The Water Treatment Plant 120 Water Software Agreement.**

BACKGROUND: On December 16, 2021, EPA announced updated lead and copper regulations for drinking water. The City of Storm Lake has roughly 100 miles water main and a little more then 3900 service connections.

One of the new rules was that city's had to have an inventory of public and private portions of all service lines within their service area by 2024. With the amount of water mains and service connections, the man power and time it would take to compile all the data needed wouldn't allow us the meet the October 16, 2024 deadline. With this software we would be able to inventory and narrow down locations for lead and copper water lines. 120 water software would centralize our data and allow us to consolidate information. With all the data consolidated to one software, it would help with the application process for grants, loans and with the city budget.

120 Water is based out of Indiana and there software is being used all of the country. The software is also compatible with are current GIS mapping.

FISCAL IMPACT: First year = $14,000.00
Second year = $12,700.00

RECOMMENDATION: Approve The Water Treatment Plant 120 Water Software Agreement.

ATTACHMENTS:

Storm Lake Scope of Service.pdf
120Water Solutions for LCRR Requirements.pdf
Storm Lake - IA - LSLI.pdf
lcrr-review-fact-sheet_0.pdf

Scope of Service for the City of Storm Lake

The Scope of this agreement will cover Steps 1-5 of the above Methodology, and the Deliverable will serve as the baseline for individualized Verification Guidance (that will be the kickoff of Phase 2). We have included detailed information on Steps 1-5.

Step 1: Program Start and Customer Alignment (1-2 weeks) | The purpose of this program stage is for the 120Water and Storm Lake to initiate the lead service line inventory (LSLI) program and align on program expectations

- Customer Kick-Off Meeting: the 120Water team will host an introductory meeting with the Storm Lake team to establish the cross-functional Program Team and confirm roles and responsibilities. The session will also establish the program approach including success metrics and project timelines, and the cadence of program reviews, client updates, and any additional Storm Lake Goals and expectations.
- This meeting will also result in development of an execution strategy to accomplish Steps 2-5.

Step 2: Data Investigation and Submission (4-6 weeks) | The purpose of this program stage is for the 120Water team to identify, review, document, and collaboratively understand the existing data source(s) and systems.

- Data Investigation Worksheet: The 120Water team will create a plan for identifying potential sources of data the 120Water team can leverage to build out a preliminary lead service line inventory. Common data sources include:
    - GIS records
    - County tax parcel information
    - Billing system records
    - Work order system records
    - Paper reports, tap cards, as-builts, etc.
    - Recent capital projects
- Data Submission: 120Water will review all submitted data sources. Once all data is submitted, the 120Water team will determine the best analysis approach to bring the data together into a central data set that reflects all service line locations and associated attributes.
- ESRI Partnership Solution: Since Storm Lake wants the ability to visualize data in ArcGIS Online (AGOL), 120Water will set up a Storm Lake specific AGOL environment for data submission. 120Water will update the AGOL environment with preliminary inventory findings and continued inventory updates from the 120Water platform, as Storm Lake progresses through their lead service line inventory program

Step 3: Data Analysis (4-8 weeks) | The purpose of this program stage is to combine all submitted data to develop a preliminary, location-based lead service line inventory that includes EPA complaint service line material categorizations for all identified service lines. The aim is to

use existing client data to identify locations, and use the data to rule out potential sources of lead.

- Initiate Analysis: The 120Water data analysis team will conduct a thorough review of the submitted data, to ensure all data fields are understood and data integrity is maintained.
- Build Records-Based Inventory: The 120Water data analysis team will clean and combine all appropriate data sources into a service line inventory dataset. The final dataset in this stage will include service line locations and material type categorizations for each identified service line in the distribution network, as well as all associated location and service line attributes.
- The 120Water data analysis team will match up Storm Lake address data with 120Water-owned tax parcel data to supplement and/or replace any publicly-available tax parcel data surfaced in Step 2.
- Note: Should Storm Lake have records of lead service lines within the system, 120Water may suggest using a data science driven selection approach to identify a statistically-driven selection of locations for physical field verification (cost not currently included in the Quote). 120Water will use the verification results as the basis for lead service line probability predictions. This approach may require additional investment from a Storm Lake chosen (or 120 Water Service Partner) field services firm to execute potholing/hydrovacing/home inspections.

Step 4: Preliminary Findings and Software Alignment (2-4 weeks) | The purpose of this program stage is to deliver the results of the preliminary inventory, and gather any additional feedback from Storm Lake to support inventory development—both in terms of reviewing the inventory itself and ensuring the 120 Water platform sets Storm Lake Up for success in long-term inventory management.

- Preliminary Findings Session: The 120Water team will meet with Storm Lake to deliver the preliminary inventory findings. The session will cover a discussion of service line locations, material type associations, the number of service lines the 120Water team was able to categorize as non-lead, geographic trends, etc.
    - Data Verification: Using the findings the 120Water team will work with Storm Lake to determine if additional data is required to inform the inventory.
    - Software Alignment: During the session, the 120Water team will propose the methodology for customizing the 120 Water platform to meet Storm Lake's needs (e.g., customization data fields, location and service line identifiers, prioritization set-up, etc.).
- Additional Data Incorporation: If Storm Lake submits additional data to be incorporated into the lead service line inventory, 120Water will process the data and integrate the new information into the preliminary inventory.

Step 5: Software Import and Training (2-4 weeks) | The purpose of this program stage is to introduce Storm Lake to the data in the software, and train Storm Lake on how best to leverage the software for continued inventory management.

- Software Configuration: Setup and configure 120Water platform software account and

setup user(s) account(s)

- Inventory Software Import: Import the prepared data into the 120Water software
- Software Training: the 120Water team will train Storm Lake on the 120Water software platform using aggregate PWS data. During this session, the 120Water team and Storm Lake will discuss current data systems and processes and provide guidance on leveraging the 120Water platform for long-term LSL management.

120WATER LCRR SOLUTIONS FOR WATER SYSTEMS

	LCRR Requirement	120Water Solution
Lead Service Line Inventory	• Utilities must compile and manage an inventory of public and private portions of all service lines within their service area by 2024. • Submission recurrence is now based on a system's monitoring compliance schedule and the 1st inventory must be submitted within 3 years (or prove they don't have any LSLs). • Inventories must be made publicly available and each customer serviced by an LSL or a line with an unknown material must be notified annually.	• Our team will help you **develop a preliminary inventory**, advise on verification methods, manage public and private side verification and house all data in a centralized location for easy sharing among teams. • Our Lead Service Line Probability Finder helps you accurately identify which service lines of unknown material are likely to be composed of lead **using predictive modeling**. • Avoid expensive digs based on unreliable data; instead, prioritize and track inventory work, visualize LSLs and centralize all key data to utilize internally and **share on our Public Transparency Dashboard**.
Water Sampling	• A 1st- and 5th-liter draw and analysis for any home served by an LSL is now required. • The Tier List will be based on the LSL inventory and all Tier 1 samples must be collected from any home served by an LSL. • A new "find and fix" provision requires a second look at homes with high lead levels.	• **EPA approved kits** delivered to correct addresses with instructions and our team follows up with phone support. • Our platform centralizes your data and allows you to consolidate information and easily **segment tier lists based on your inventory**. • Sample results and tier list data are automatically uploaded to our software, where **corrective action can be documented and tracked**. All results can be accessed and exported at any time.
Testing for Schools and Childcare Facilities	• Utilities must sample 20% of elementary schools and 20% of all childcare facilities in the service area each year. • Secondary school sampling must also be provided when requested. • Results and public education must be provided to each sampled facility, primary agency, and health department.	• 120Water has been supporting lead and copper sampling in facilities for **over 4 years**. • **Our automated water sample kits** save resources and make the sampling process more efficient, while our services team can help you put together a sampling plan. • Our team trains school staff to gather samples, automates the delivery of bottles from facility to lab and automatically updates your dashboard so you can **easily trigger communications to parents and stakeholders**.
Public Communication	• Any customer with an individual lead sample result > 15 µg/L must be notified within 3 days. • After all monitoring round samples are in, consumers must be notified within 24 hours if the 90th percentile levels are > 15 ppb. • LSLI info must be made public and included in the CCR. • Systems must provide public education materials when doing mandatory LSLR.	• Easily **send results letters to customers**, using a triggered and templated approach. • Since we store address and contact info for every customer, we can **support notification of all customers within 24 hours**. • Our Public Transparency Dashboard can **automatically post results** for centralized access. • Streamlined resident communications enable **timely and effective customer-side LSL verification methods**, permissions to dig, and resident notifications.

Storm Lake Water Treatment Plant - IA - LSLI

Storm Lake Water Treatment Plant - IA
620 Erie Street
PO BOX 1086
Storm Lake, IA 50588-1086
United States

Reference: 20220517-112027666
Quote created: May 17, 2022
Quote expires: August 15, 2022
Quote created by: Steve Smith

steve.smith@120water.com

Ron Covert
covert@stormlake.org
7122994047

Comments from Steve Smith

Products & Services

Item Name & Description	Unit Price	Quantity	Term (months)
Pro - Public Water System Annual subscription PWS Pro package to manage programs and data. Unlimited users	$5,200.00 / year	1	24

Item Name & Description	Unit Price	Quantity	Term (months)
Professional Services (Assist) Discrete tappable specifics under each scope area (block of 20 hours)	$2,500.00 / year	3	24
Implementation Setup, Configuration and Guided Web Training of the 120Water Account	$1,500.00	1	12

Subtotals

Annual subtotal	$12,700.00
One-time subtotal	$1,500.00
Total	**$14,200.00**

Purchase terms

Invoice Terms:
Billing Street Address:
Billing City:
Billing State:
Billing Zip Code:
Billing Country:
Billing Notes (if applicable):

This Order Form, together with the Master Services Agreement available at https://120water.com/master-services-agreement/ (the "MSA"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized word not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me

Steve Smith
steve.smith@120water.com

120Water
250 S Elm St
Zionsville, IN 46077
US

Stronger Protections from Lead in Drinking Water: Next Steps for the Lead and Copper Rule

The science on lead has been settled for decades. There is no safe level of lead exposure. In drinking water, the primary source of lead is from pipes, which can present a risk to the health of children and adults. The U.S. Environmental Protection Agency (EPA) is committed to using every tool available—statutory authority under the Safe Drinking Water Act, technical assistance, funding for lead service line removal, and more—to protect all Americans from lead in drinking water. The agency will collaboratively work with local, state, and federal partners to make rapid progress on President Biden's vision to remove 100% of lead service lines, with a focus on prioritizing communities that are disproportionately impacted by lead contamination.

On December 16, 2021, EPA announced next steps to strengthen the regulatory framework on lead in drinking water. Following the agency's review of the Lead and Copper Rule Revisions (LCRR) under Executive Order 13990, EPA has concluded that there are significant opportunities to improve the rule to support the overarching goal of proactively removing lead service lines and more equitably protecting public health. A critical component of EPA's review of the LCRR was robust public engagement. The agency hosted a series of engagements from April to August of 2021 to obtain public input. The engagement meetings included two days of public listening sessions, 10 community roundtables, a Tribal roundtable, a national stakeholder association roundtable, a national co-regulator meeting, and a meeting with organizations representing elected officials.

In a Federal Register Notice, EPA announced that the LCRR will go into effect to support near-term development of actions to reduce lead in drinking water. At the same time, EPA will develop a new proposed rulemaking to strengthen key elements of the rule. The agency anticipates finalizing the forthcoming Lead and Copper Rule Improvements (LCRI) prior to October 16, 2024, the initial compliance date in the LCRR.

Implementation of the Lead and Copper Rule Revisions

The agency has determined that there are advancements in the LCRR. Specifically, lead service line inventories that will be developed under the LCRR are necessary to achieve 100% removal of lead service lines. EPA intends to maintain the requirements for information to be submitted in the initial lead service line inventory by the current October 16, 2024 compliance date. Maintaining this compliance deadline ensures water systems will make continued progress to identify lead service lines, which is integral to lead reduction efforts.

To assist local water systems, state primacy agencies, and other partners, EPA is committed to **issuing new guidance for the LCRR**. EPA will issue guidance on developing lead service line inventories,

including best practices, case studies, and templates. EPA is also updating the Safe Drinking Water Information System to support state and Tribal data management needs for inventories.

New Rulemaking Action: Lead and Copper Rule Improvements

EPA intends to immediately begin to develop a proposed National Primary Drinking Water Regulation: Lead and Copper Rule Improvements to address key issues and opportunities identified in our review. EPA intends to promulgate the LCRI prior to October 16, 2024.

Focus Areas for the Proposed Rulemaking

- **Replacing all Lead Service Lines.** Replacing all lead service lines is an important public health goal. EPA intends to propose requirements that, along with other actions, would replace all lead service lines as quickly as feasible. EPA's proposal will fully consider the agency's statutory authority and required analyses, including an economic analysis.
- **Compliance Tap Sampling.** EPA intends to assess data to consider opportunities to strengthen compliance tap sampling requirements. Robust tap sampling methods are essential to identifying locations with elevated lead, whether the source of the lead is a lead service line or leaded plumbing materials within a residence.
- **Action and Trigger Levels**. For the proposed rule, the agency plans to explore options to reduce the complexity and confusion associated with these levels with a focus on reducing health risks in more communities. The agency will also evaluate whether the trigger level requirements of the LCRR are still necessary with a proactive lead service line replacement and more protective action level.
- **Prioritizing Historically Underserved Communities.** EPA intends to explore how to replace lead service lines in a manner that prioritizes underserved communities. EPA will evaluate options to prioritize the removal of lead service lines in communities disproportionately impacted by lead in drinking water. The goal of these potential lead service line replacement regulatory improvements—coupled with non-regulatory actions—is to more equitable protect public health.

Additional Actions to Reduce Lead in Drinking Water

EPA concluded that there are additional actions outside of the SDWA regulatory framework for the Lead and Copper Rule that can further reduce lead in drinking water. They include:

- **Additional Infrastructure Funds.** EPA announced that it will allocate $2.9 billion in Bipartisan Infrastructure Law funding to states, Tribes, and territories to remove lead service lines. This 2022 allocation is the first of five allotments that will provide $15 billion in dedicated funding for lead serve line replacements. In addition to the dedicated investment in lead service lines, the Law provides an additional $11.7 billion in general funding through the DWSRF, which can also be utilized for lead removal projects.
- **Equity in the Distribution of Funds.** EPA will seek opportunities to provide technical assistance to small and disadvantaged communities, promote awareness of the availability of

these funding programs to address lead in drinking water and highlight case studies from communities that have successfully addressed concerns regarding the use of public funds for private-side lead service line replacements. Two EPA programs central to EPA's goal to accelerate lead service line replacements are pilot programs under the Justice 40 Initiative: Drinking Water State Revolving Fund (DWSRF) and the Water Infrastructure Improvements for the Nation Act (WIIN) Reducing Lead in Drinking Water Grant. EPA is engaging with stakeholders to explore opportunities to maximize the benefits of these programs in disadvantaged communities, including their specific application to lead service line replacement projects.

- **Federal Collaboration to Address School and Child-Care Lead in Drinking Water.** EPA will explore collaborations with other federal agencies to remediate lead in drinking water in schools and child-care facilities, with a particular focus on communities at risk of multiple forms of lead exposure.
- **Targeted Technical Assistance to Communities with High Drinking Water Lead Levels.** EPA will collaborate with states and Tribes that have primary enforcement responsibility for public water systems to provide oversight as well as assistance to communities experiencing high levels of lead in their drinking water.
- **Improving Risk Communication Tools.** EPA intends to develop guidance and templates to assist states, Tribes, and water systems in the communication of lead risk to households and communities.
- **Discourage Partial Lead Service Line Replacements and Encourage Full Replacements.** EPA will provide training, guidance, and tools on developing lead service line replacement programs, including how to ensure equitable implementation of removal projects. EPA will provide guidance on available methods for replacing full lead service lines as safely and efficiently as possible.

Staff Summary

07/15/2022
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

SUBJECT: Motion to Approve Proposal and Award Contract for Test Wells to Sargent Drilling

BACKGROUND: In 2019 the Iowa Department of Natural Resources (IDNR) conducted a Water Supply Sanitary Survey and at this time it was recommended by the IDNR that additional source capacity be added to meet future water needs. Since the survey was conducted, the City has lost the use of well #3 and is in need of an additional sand and gravel water well to supplement supply.

The City contracted with ISG to determine the most appropriate locations for new wells. Hydrology indicated the most logical place to construct additional wells would be in Frank Starr Park. We have the necessary clearances from the IDNR to proceed with test wells.

Two proposals were received:
Sargent Drilling- $68,028
Layne Christensen Company- $109,440

If awarded, the contractor is able to being work the week of August 1, 2022.

FISCAL IMPACT: The total cost of two test wells is $68,028.

RECOMMENDATION: Motion to award the project to Sargent Drilling for $68,028 and authorize the Mayor and City Clerk to sign any related documents.

ATTACHMENTS:

26698 Bid Tab.pdf
ISG - Storm Lake Test Well Quote 071522.pdf
ISG - Storm Lake Test Well Quote 071522.pdf
SD__20220715_073406.pdf
26698 ISG Award Recommendation.pdf

BID TABULATION

Storm Lake
Test Wells

ISG

Project Number: 26698

Bid Letting Time & Date: 9:00 a.m. - Friday, July 15, 2022

Bid Letting Location: Email Submissions

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE ACCOUNT OF BIDS RECEIVED.

Amanda Hoodu

DATE: July 15, 2022 LICENSED NUMBER: 25734

				Sargent Drilling Carroll, IA		Layne Christensen Company Valley, NE	
Item No.	Construction Item	Unit	Quantity	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	LS	2	$ 4,700.00	$ 9,400.00	$ 10,575.00	$ 21,150.00
2	PILOT HOLE	LF	200	$ 38.00	$ 7,600.00	$ 42.00	$ 8,400.00
3	REAM PILOT HOLE FOR CASING/SCREEN	LF	200	$ 44.00	$ 8,800.00	$ 58.00	$ 11,600.00
4	CASING	LF	100	$ 20.00	$ 2,000.00	$ 43.00	$ 4,300.00
5	GROUT	CF	100	$ 30.00	$ 3,000.00	$ 64.00	$ 6,400.00
6	SAND SCREEN	LS	100	$ 24.00	$ 2,400.00	$ 35.00	$ 3,500.00
7	DEVELOPMENT	HR	48	$ 275.00	$ 13,200.00	$ 442.00	$ 21,216.00
8	TEST PUMP WITH CONTRACTOR-SUPPLIED POWER	HR	48	$ 248.00	$ 11,904.00	$ 328.00	$ 15,744.00
9	CHLORINATION	EA	2	$ 150.00	$ 300.00	$ 385.00	$ 770.00
10	WELL WATER SAMPLES	EA	2	$ 3,712.00	$ 7,424.00	$ 276.00	$ 552.00
11	WELL ABANDONMENT	EA	2	$ 1,000.00	$ 2,000.00	$ 3,535.00	$ 7,070.00
12	WWPPP - DOCUMENTS ONLY	LS	1	$ -	$ -	$ 658.00	$ 658.00
13	FURNISH, INSTALL AND REMOVE TEST PUMPING EQUIPMENT	LS	2	$ -	$ -	$ 4,040.00	$ 8,080.00
TOTAL BID				**$**	**68,028.00**	**$**	**109,440.00**

*Proposal numbers modified to match project quantities.

QUOTATION

Layne Christensen Company
4601 North 252nd Street
Valley, NE 68064
Phone (402) 359-2042
Fax (402) 359-2310

Date: 07/15/22 **P.O. Number:** _____

Purchaser: **ISG**
Attn: Amanda Goodenow, P.E.
1725 North Lake Avenue
Storm Lake, IA 50588
Phone Number: (402) 222-3333
Mobile Number: (402) 222-3334
Email: amanda.goodenow@isginc.com

Job Number: _____

Job Description: **Storm Lake Test Well Quote - ISG RFP Dated July 1, 2022**

QNTY	UNITS	DESCRIPTION	PRICE	TOTAL
1	LS	Mobilization / demobilization and setup	21,150.00	21,150.00
200	LF	Test hole, sampling & e-log	42.00	8,400.00
200	LF	Ream pilot hole	58.00	11,600.00
100	LF	6" PVC casing	43.00	4,300.00
100	LF	Bentonite grout	64.00	6,400.00
100	LF	6" PVC screen & gravel pack	35.00	3,500.00
24	HR	Well development	442.00	10,608.00
2	EA	Furnish, install and remove test pumping equipment	4,040.00	8,080.00
48	HR	Pumping test	328.00	15,744.00
2	EA	Chlorination	385.00	770.00
2	EA	Water samples	276.00	552.00
2	EA	Well abandonments	3,535.00	7,070.00
1	LS	WWPPP - Documents only	658.00	658.00
		NOTES: 1) Payment Terms Net 30 Days.		
		2) Prices Valid For 30 Days From Date of Quotation.		
			TOTAL	**$98,832.00**

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. As the scope of work changes, revised quotations will not be issued unless requested. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for thirty (30) days from the date of invoice or other written notice from Contractor. After said thirty (30) days, disposal of such equipment may be made by the Contractor without incurring any liability.

Purchaser

ISG

By: _____

Title: _____

Date: _____

PO #: _____

Are you tax exempt? (Circle One) YES NO

Contractor

Layne Christensen Company

By: _____ *Terry Heiliger*

Title: Area Manager

Date: 07/15/22

STORM LAKE TEST WELL INCLUSIONS, EXCLUSIONS AND CLARIFICATIONS
July 15, 2022

1. Sales/use tax not included. Performance and Payment Bonds not included.
2. Permit fees not included, nor has Layne included time or cost to acquire DNR/County well or discharge permits.
3. Utility locates to be called in by Layne Christensen.
4. Drill cuttings to be left on site for disposal by others or spread on site.
5. Development/pump test water is assumed to be discharged within 200 feet of each well site. If water is required to be directed elsewhere or hauled from the site, additional costs will apply.
6. Layne has included the cost to draft and manage a WWPPP for this project, but no BMP's have been included if required to mitigate water flow or turbity from reaching the lake (i.e. silt fence, frac tanks, wattles, etc.)
7. Pumping test data recorders are not included, and hand reading will be taken during pumping tests.
8. No site clearing included. Pricing assumes clear site access with truck-mounted equipment.
9. Stand-by time rate for test drilling rig is $485/hour for site delays outside Layne's control.
10. Stand-by time rate for pump service rig is $340/hour for site delays outside Layne's control.
11. Layne assumes drilling water supply will be available from the City of Storm Lake at no cost.
12. Layne does not guarantee water quality or water quantity, nor can we guarantee a 100% sand-free well.
13. The pricing above is for two test wells, complete. We have reduced the total number of development hours to 12 hours per well based on development of similar test wells in the past.

SITE SAFETY AND SITE CONDITIONS CHECKLIST

CUSTOMER NAME: ISG

QUOTATION DATE: 7/15/22

PROJECT DESCRIPTION: Storm Lake Test Well Quote - ISG RFP Dated July 1, 2022

Please check any of the following site safety or general site concerns that may apply to the above referenced project, provide a brief explanation, and return with signed Confirming Order.

- ☐ Overhead power, power drops, or other electrical concerns: _____
- ☐ If power issues exist, can they be disconnected?: _____
- ☐ Site access concerns or challenges for service equipment: _____
- ☐ Confined space issues: _____
- ☐ Rooftop access hatch or building removal required: _____
- ☐ Work hours restrictions: _____
- ☐ Is there a water supply source available other than the well being worked on: _____
- ☐ Other issues / concerns: _____

Layne
A GRANITE COMPANY

TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: *Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.*

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: *Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.*

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

QUOTATION

Layne Christensen Company
4601 North 252nd Street
Valley, NE 68064
Phone (402) 359-2042
Fax (402) 359-2310

Date: 07/15/22 **P.O. Number:** _____

Purchaser: **ISG**
Attn: Amanda Goodenow, P.E.
1725 North Lake Avenue
Storm Lake, IA 50588
Phone Number: (402) 222-3333
Mobile Number: (402) 222-3334
Email: amanda.goodenow@isginc.com

Job Number: _____

Job Description: **Storm Lake Test Well Quote - ISG RFP Dated July 1, 2022**

QNTY	UNITS	DESCRIPTION	PRICE	TOTAL
1	LS	Mobilization / demobilization and setup	21,150.00	21,150.00
200	LF	Test hole, sampling & e-log	42.00	8,400.00
200	LF	Ream pilot hole	58.00	11,600.00
100	LF	6" PVC casing	43.00	4,300.00
100	LF	Bentonite grout	64.00	6,400.00
100	LF	6" PVC screen & gravel pack	35.00	3,500.00
24	HR	Well development	442.00	10,608.00
2	EA	Furnish, install and remove test pumping equipment	4,040.00	8,080.00
48	HR	Pumping test	328.00	15,744.00
2	EA	Chlorination	385.00	770.00
2	EA	Water samples	276.00	552.00
2	EA	Well abandonments	3,535.00	7,070.00
1	LS	WWPPP - Documents only	658.00	658.00
		NOTES: 1) Payment Terms Net 30 Days.		
		2) Prices Valid For 30 Days From Date of Quotation.		
			TOTAL	**$98,832.00**

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. As the scope of work changes, revised quotations will not be issued unless requested. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for thirty (30) days from the date of invoice or other written notice from Contractor. After said thirty (30) days, disposal of such equipment may be made by the Contractor without incurring any liability.

Purchaser

ISG

By: _____

Title: _____

Date: _____

PO #: _____

Are you tax exempt? (Circle One) YES NO

Contractor

Layne Christensen Company

By: _____ *Terry Heiliger*

Title: Area Manager

Date: 07/15/22

STORM LAKE TEST WELL INCLUSIONS, EXCLUSIONS AND CLARIFICATIONS
July 15, 2022

1. Sales/use tax not included. Performance and Payment Bonds not included.
2. Permit fees not included, nor has Layne included time or cost to acquire DNR/County well or discharge permits.
3. Utility locates to be called in by Layne Christensen.
4. Drill cuttings to be left on site for disposal by others or spread on site.
5. Development/pump test water is assumed to be discharged within 200 feet of each well site. If water is required to be directed elsewhere or hauled from the site, additional costs will apply.
6. Layne has included the cost to draft and manage a WWPPP for this project, but no BMP's have been included if required to mitigate water flow or turbity from reaching the lake (i.e. silt fence, frac tanks, wattles, etc.)
7. Pumping test data recorders are not included, and hand reading will be taken during pumping tests.
8. No site clearing included. Pricing assumes clear site access with truck-mounted equipment.
9. Stand-by time rate for test drilling rig is $485/hour for site delays outside Layne's control.
10. Stand-by time rate for pump service rig is $340/hour for site delays outside Layne's control.
11. Layne assumes drilling water supply will be available from the City of Storm Lake at no cost.
12. Layne does not guarantee water quality or water quantity, nor can we guarantee a 100% sand-free well.
13. The pricing above is for two test wells, complete. We have reduced the total number of development hours to 12 hours per well based on development of similar test wells in the past.

SITE SAFETY AND SITE CONDITIONS CHECKLIST

CUSTOMER NAME: ISG

QUOTATION DATE: 7/15/22

PROJECT DESCRIPTION: Storm Lake Test Well Quote - ISG RFP Dated July 1, 2022

Please check any of the following site safety or general site concerns that may apply to the above referenced project, provide a brief explanation, and return with signed Confirming Order.

- ☐ Overhead power, power drops, or other electrical concerns: _____
- ☐ If power issues exist, can they be disconnected?: _____
- ☐ Site access concerns or challenges for service equipment: _____
- ☐ Confined space issues: _____
- ☐ Rooftop access hatch or building removal required: _____
- ☐ Work hours restrictions: _____
- ☐ Is there a water supply source available other than the well being worked on: _____
- ☐ Other issues / concerns: _____

Layne
A GRANITE COMPANY

TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: *Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.*

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: *Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.*

INTERPRETATION: This contract shall be governed by and construed in accordance with the laws of the state of the job site location. If any term, provision or condition contained herein shall, to any extent, be invalid or unenforceable, pursuant to state law or otherwise, the remainder of the terms, provisions and conditions herein (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this contract shall be valid and enforceable to the fullest extent permitted by law.

ASSIGNMENT & SUBLETTING: Purchaser shall not have the right to transfer or assign its rights and/or obligations under this contract to any third party, related or unrelated, without the express written consent of Contractor. Contractor shall have the right to transfer, assign or sublet all or any portion of its rights or obligations hereunder, but such transfer, assignment or subletting shall not relieve Contractor from its full obligations to Purchaser unless such transfer, assignment or subletting is pursuant to the sale of Contractor, or the division of Contractor responsible for this contract, to a third party.

MISCELLANEOUS: The terms and conditions set forth herein constitute the entire understanding of the parties relating to the work to be performed, and materials and equipment to be provided, by Contractor for the Purchaser. All previous proposals, offers, and other communications relative to the provisions of the subject work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revisions of any provisions herein or any additional provisions contained in any purchase order, acknowledgment, or other form of the Purchaser are hereby expressly objected to by Contractor and shall not operate to modify this contract. This contract shall take effect upon acceptance and execution by both parties.

JULY 1, 2022
Storm Lake Test Well
Storm Lake, IA

ISG

RE: REQUEST FOR PROPOSAL (RFP) – TEST WELLS

Potential Contractor,

On behalf of the City of Storm Lake (City), ISG is requesting a proposal for two (2) test wells with test pumping, water sampling, and proper abandonment within seven (7) days of casing/screen installation.

The City lost use of well #3 and is in need of an additional sand and gravel water well to supplement their supply. Proposed locations are per the attached map.

DELIVERABLES:

The deliverables shall include a properly completed well log, full water analysis, test pumping data, and recommendations of design to achieve roughly 600 gpm in the final production well. A pilot hole will be required to properly size screen and obtain cuttings analysis. The full water analysis shall include nitrate, nitrite, arsenic, ammonia, alkalinity, calcium, chloride, hardness, iron, magnesium, manganese, potassium, silica, sodium, sulfate, and zinc and will be collected at the end of the pump test.

SCHEDULE:

The City wishes to move forward with this project quickly and would like to commence the work as soon as possible. Please include in your proposal a project schedule indicating the timeframes for both completing the construction/proper abandonment and the final deliverables. The test wells shall be drilled **within 30 days** of the project award notice. Proposals will be evaluated and awarded within 5 days of the proposal submittal date stated below.

PROPOSAL:

Please submit a unit cost for the items listed below, proposed construction, and add any additional items you may need:

SERVICE	QUANTITY	RATE	TOTAL
Mobilization	1	$4,700.00	$4,700.00
Pilot Hole	100′	$38.00	$3,800.00
Ream Pilot Hole for Casing/Screen	100′	$44.00	$4,400.00
Casing	50′	$20.00	$1,000.00
Grout	50′	$30.00	$1,500.00
Sand Screen	50′	$24.00	$1,200.00
Development	24 hours	$275.00	$6,600.00
Test Pump with Contractor-Supplied Power	24 hours	$248.00	$5,952.00
Chlorination	1	$150.00	$150.00
Well Water Samples	1	$3,712.00	$3,712.00
Well Abandonment	1	$1,000.00	$1,000.00
		TOTAL	$34,014.00

Sargent Drilling By: _____ Date: 7-15-22

JULY 15, 2022

City of Storm Lake
401 Flindt Dr
PO Box 1086
Storm Lake, IA 50588

ISG

RE: TEST WELLS | CITY OF STORM LAKE

Storm Lake City Council + Mayor,

Bids were received for the test wells on Friday, July 15, 2022. The bid tab is attached, and a summary is provided below.

Contractor		Base Bid
Sargent Drilling	Carroll, IA	$68,028.00
Layne Christensen Company	Valley, NE	$109,440.00

ISG believes the bids received are fair and competitive for the timeline of the project and recommends the City award the project to Sargent Drilling for $68,028.00. Sargent Drilling is a reputable business, and ISG has had positive experiences with them in the past..

If there are any questions regarding this recommendation, please contact us at 712.732.7745.

Sincerely,

Amanda Goodenow, PE
Civil Engineer
Amanda.Goodenow@ISGInc.com

Encl: Bid Tab

Staff Summary

07/14/2022
Agenda Item # G.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: Chris Cole

SUBJECT: City Dog Ordinance Work Session

BACKGROUND:

Dogs Section 8-3-1

(B) "AT LARGE" refers to any dog running otherwise than upon the premises of its owner when the dog is not attached to a leash held by a competent person, restrained within a motor vehicle, or in an animal hospital or kennel;

(C) "OWNER" includes any person, firm or corporation owning, harboring, sheltering or keeping a dog.

Section 8-3-2 License

Every owner of a dog which is unlicensed or whose license has expired shall procure a dog license from the City Police. The annual license fee shall be in the amount set by Council Resolution. A penalty, in the amount set by Council Resolution, shall be assessed for failure to pay the license fee when due. A license granted pursuant to this provision shall be valid for a period of one year.

Upon payment of the license fee, the City Police shall issue to the owner a license which shall contain the name of the owner, his/her place of residence, and a description of the dog. The City Police shall keep a duplicate of each license issued as a public record.

Upon issuance of the license, the City Police shall deliver to the owner a metal tag stamped with the number of the license and the year for which it is issued. The license tag shall be securely fastened to a collar or harness which shall be worn by the dog for which the license is issued. Any dog found running at large without the license tag attached to its collar or harness shall be deemed unlicensed.

Section 8-3-4 Kennel Dogs

Kennel dogs which are kept or raised solely for the bona fide purpose of sale and which are kept under constant restraint are not subject to the provisions of this Chapter.

Section 8-3-5 Dogs Disturbing The Peace

(A) It shall be unlawful for an owner of a dog to allow or permit such dog to pass upon the premises of another.

(B) It shall be unlawful for an owner of a dog to allow or permit such dog to run at large.

(C) It shall be unlawful for an owner of a dog to allow or permit such dog to cause serious annoyance or disturbance to any person by frequent and habitual howling, yelping, barking or otherwise; or by running after or chasing persons, bicycles, automobiles or other vehicles.

(D) The provisions of Subsections (A) and (B) shall not apply to dogs being run by an employee of the City or by a person, including the person's employee, under contract with the City of Storm Lake for the purpose of controlling and minimizing the presence of geese in the City parks or other property owned by the City.

Section 8-3-6 Impounding

(A) Any unlicensed dog found at large, or any licensed dog found at large in violation of the provisions of this Chapter, shall be seized and impounded

(B) The owners of such licensed dogs shall be notified that upon payment of impounding costs such dogs will be returned. If the impounded licensed dogs are not recovered by their owners within five (5) days after notice, the dogs shall be disposed of by the Chief of Police.

(C) Impounded unlicensed dogs may be recovered by the owner, upon proper identification by payment of license fee and impounding costs. If such dogs are not claimed within five (5) days after impounding, they shall be disposed of by the Chief of Police.

Section 8-3-7 Municipal Infraction

A violation of any of the provisions of this Chapter shall constitute a Municipal infraction subject to the penalties and alternative relief authorized by Title 1, Chapter 20 of this Code and by Section 364.22 of the Code of Iowa.

Cats have the same provisions as dogs under section 8-4

Public Order

8-2-1 (G)(4)

Dogs:

Keep or harbor any dog or other animal which is vicious and dangerous without keeping such animal securely chained at all times or confined, or any dog that habitually runs out at passing pedestrians on sidewalks or streets and barks at and threatens such pedestrians.

8-2-1 (G)(7)

Dangerous or Vicious Animals:

No person who owns or is in control of premises shall keep or permit to be kept dangerous or vicious animals as defined in Title 8, Chapter 9 of this Code.

8-2-1 (D)(2)

Obstructing Streets:

The streets, sidewalks and alleys of the City shall be kept free and clear of all obstructions, encumbrances and encroachments for the use of the public, and shall not be used and occupied in any other way than as provided in this Code. – Simple Misdemeanor

Iowa Code

351.33 Rabies vaccination. Every owner of a dog shall obtain a rabies vaccination for such animal. It shall be unlawful for any person to own or have a dog in the person's possession, six months of age or over, which has not been vaccinated against rabies. Dogs kept in kennels and not allowed to run at large shall not be subject to these vaccination requirements.

351.43 Penalty.

Any person refusing to comply with the provisions of section 351.33, or sections 351.35 through 351.42 or violating any of their provisions, shall be deemed guilty of a simple misdemeanor.

FISCAL IMPACT: None

RECOMMENDATION: Study Session

ATTACHMENTS: