

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
DECEMBER 20, 2021
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>

- A. Pledge of Allegiance
- B. **Consideration of Changes in Agenda and Setting the Agenda**
- C. **Disclosure by City Council Members**
- 1. Hear the Public
- 2. Consent Agenda
 - A. **Approve Consent Agenda**
 - B. **Buy Local Information**
 - C. **SLPD City Code Enforcement Summary**
- 3. **Ordinance No. 06-O-2021-2022 to Amend Chapter 9-11 of Title IX of the City Code - 3rd Reading**
- 4. **Ordinance No. 07-O-2021-2022 Amending Chapter 7 Of Title II Of The City Code Of The City Of Storm Lake, Iowa, To Reduce The Number Of Trustees On Its City Library Board Of Trustees - 3rd Reading**
- 5. **Motion To Approve Library Board of Trustees**
- 6. **Public Hearing For The Re-Precincting Plan**
- 7. **Motion Approving Setting The Public Hearing For Proposed Re-Zoning Of A Parcel Located At 1012 HWY 110**
- 8. **Motion Approving Professional Services Agreement with Bolton & Menk for the 2022 4th**

Street Watermain Improvements Project

9. **Motion to Approve Letter of Agreement with SCE, LLC for On Call Infrastructure Repair Services**
10. **Resolution No. 53-R-2021-2022 Approving Final Completion and Final Payment of the Water Treatment Plant Motor Control Center Replacement Project**
11. **Motion Approving Professional Services Agreement with Bolton & Menk for the Comprehensive Plan and Zoning Code Update**
12. **Motion Approving Professional Services Agreement with ISG for the Downtown Master Plan**
13. **Resolution No. 54-R-2021-2022 Authorizing Local Match for FEMA BRIC Grant Application**
14. **Resolution No. 55-R-2021-2022 Approving Final Completion, Change Order No. 1, and Final Payment of the Expansion Boulevard Sewer Rehabilitation Project**
15. **Fiscal Year 2023-2027 Proposed Capital Improvement Plan Workshop**
16. **City Council Requested Items**
17. 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

12/20/2021

Agenda Item # B.



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

FROM:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

12/20/2021

Agenda Item # C.



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

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

12/20/2021

Agenda Item # A.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the December 06, 2021 Special City Council Minutes
- Approve the December 06, 2021 Regular City Council Minutes
- Approve Appointment of Phil Havens and Ahlers & Cooney PC as City Attorney, Mayra Martinez as City Clerk
- Approve Renewal Liquor Licenses for Smokin Hereford and Plaza Mexico (pending dramshop insurance)
- Approve the SLPD Code Enforcement Summary (see staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - - \$648,666.47
- King's Pointe & Sunrise Pointe Golf Course Bills: \$203,352.05

The City will receive the following revenues:

- Liquor License Fees -- \$1,690.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ King's Pointe Claims	List of Bills
☐ Minutes - December 6, 2021 Special	Minutes
☐ Minutes - December 6, 2021	Minutes
☐ Smokin Hereford Liquor Application 2022	Application



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 12/09/2021 - 12/22/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Buena Vista County Solid Waste	BVC	3rd Installment FY2022	90,100.00
Buena Vista County Attorney	BVC	Forfeiture Fees ((21-033131)	15,048.45
Control System Specialists, LLC	BVC	Storage Building Heater	4,754.35
Mike's Electronics Inc	BVC	Heater Repairs	2,417.67
Buena Vista County Recorder	BVC	Recording Fees	122.00
Mike's Electronics Inc	BVC	Well 11 Repairs	95.00
Buena Vista County Solid Waste	BVC	Recycling	55.24
	BVC Total:	112,592.71	
Contract/Agreement			
Bolton & Menk, Inc	Contract/Agreement	Construction Admin	33,792.75
I & S Group, Inc	Contract/Agreement	Construction Admin	16,782.59
Reding's Gravel & Excavating Co., Inc	Contract/Agreement	Pay #FINAL (Retainage) Tulip Lane SW	15,857.75
Bolton & Menk, Inc	Contract/Agreement	Construction Services	35,183.60
I & S Group, Inc	Contract/Agreement	General Services	1,106.25
Bolton & Menk, Inc	Contract/Agreement	Feasibility Study	982.50
Smith Concrete Service Inc	Contract/Agreement	Concrete	920.75
I & S Group, Inc	Contract/Agreement	Water Study Services	1,578.36
Power Solutions, Inc	Contract/Agreement	Alarm Monitoring Services	720.00
Smith Concrete Service Inc	Contract/Agreement	Concrete	254.00
Reding's Gravel & Excavating Co., Inc	Contract/Agreement	Rock	209.00
I & S Group, Inc	Contract/Agreement	Construction Admin	153.00
Reding's Gravel & Excavating Co., Inc	Contract/Agreement	Scale Fees	54.00
	Contract/Agreement Total:	107,594.55	
Local			
MidAmerican Energy Company	Local	Electric Services	49,488.32
Jim Bartholomew	Local	December 2021 Airport Contract	5,783.97
Storm Lake Industrial Corporation	Local	FY2022 Funding Request #3	5,000.00
Storm Lake Hydraulics Co, Inc	Local	Plow Truck Repairs	4,127.64
Alliant Energy	Local	Gas Services	4,017.36
Rebnord Technologies, Inc	Local	IT Service Agreement	3,583.12
Verizon Wireless Services LLC	Local	Cell Phone Service	3,578.13
Michael P. Reinert	Local	Material & Fabrication	1,759.27
Buena Vista County Public Health & Home	Local	Flu Vaccines	1,525.00
Edwards Storm Lake	Local	Wheel Hub Replacement	1,359.55
Larson Oil & Distributing Co, Inc	Local	Gas Line	2,285.00
Vetter Equipment	Local	Rental Unit	1,020.00
Larson Oil & Distributing Co, Inc	Local	LP	816.00
Rebnord Technologies, Inc	Local	VNC Subscriptions	669.50
Storm Lake Hydraulics Co, Inc	Local	WW Loader Service	585.57
Mike's Lawn Service, Inc	Local	Renovation & Seeding	575.00
Central Bank	Local	Supplies	549.12
North Lake Truck Repair	Local	Air Compressor Repairs	461.95
Dianne Johnson	Local	Bd & Disp Cats & Ozzy Checkup	395.33
Plumbing & Heating Wholesale, Inc	Local	Wall Pipe	326.66
Rent-All, Inc	Local	Telehandler Rental	295.00
Wiese Plumbing & Heating, Inc	Local	Valve Replacement	292.00
Robert Ansoerge	Local	Publicity Photos	290.00
Edwards Storm Lake	Local	Battery Replacement	262.29
Rebnord Technologies, Inc	Local	Printer	239.95
US Postal Service	Local	2022 Box Fee	226.00
Rust Publishing NWIA, LLC	Local	Publications	219.44
King's Pointe Resort	Local	Collins Room- Strategic Planning	199.36
Storm Lake Hydraulics Co, Inc	Local	Hose	197.66

My Buy Local_v1

Payment Date Range: 12/09/2021 - 12/22/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
Plumbing & Heating Wholesale, Inc	Local	Pipe	191.92
MidAmerican Energy Company	Local	Radio Park LS Line Raise	167.25
Storm City Auto Parts, Inc	Local	Hyd Fluid	167.04
Plumbing & Heating Wholesale, Inc	Local	Valves	287.05
Qwest Corporation	Local	Phone Service	132.17
Paxtons Jewelry	Local	Plaques	115.00
Wiese Plumbing & Heating, Inc	Local	Flush Handle Replacement	112.93
Iowa Office Supply Inc	Local	Office Supplies	106.93
Plumbing & Heating Wholesale, Inc	Local	Coupling	92.90
A & A Automotive	Local	Service P9	83.44
Dennis R Julius	Local	Entrance Mat Service	78.00
A & A Automotive	Local	Service P6	76.47
Dennis R Julius	Local	Laundry Services	72.65
Fastenal Company	Local	Supplies	66.93
A & A Automotive	Local	Service P11	191.69
Kelly Johnson	Local	November 2021 Punches	60.00
Visual Edge Inc	Local	Copier Maintenance Agreement	52.63
Michael P. Reinert	Local	Supplies	52.00
Iowa Office Supply Inc	Local	Office Supplies	50.14
A & A Automotive	Local	Service P13	47.46
Visual Edge Inc	Local	Copier Maintenance Agreement	47.03
Storm Lake Bakery	Local	Supplies	44.50
Iowa Office Supply Inc	Local	Name Plates	41.95
Culligan Water Storm Lake	Local	Water Supplies	40.25
Hy-Vee, Inc	Local	Supplies	38.98
Storm Lake Hydraulics Co, Inc	Local	Hose	38.68
O'Reilly Automotive Inc	Local	Lights	36.08
Fareway Stores, Inc	Local	Supplies	35.94
Iowa Office Supply Inc	Local	Planner	83.72
Ku Thay	Local	Interpretation Services	25.00
Visual Edge Inc	Local	Copier Maintenance Agreement	24.39
Fastenal Company	Local	Supplies	24.03
A & A Automotive	Local	Tire Repairs	23.86
The Storm Lake Times	Local	Publications	23.80
Plumbing & Heating Wholesale, Inc	Local	Couplings	23.57
Iowa Office Supply Inc	Local	Office Supplies	19.32
McCrea Eneterprises	Local	Painting Supplies	15.10
Fastenal Company	Local	Supplies	12.38
Plumbing & Heating Wholesale, Inc	Local	Adapter- KP Irrigation	9.02
Fastenal Company	Local	Supplies	9.00
Iowa Office Supply Inc	Local	Office Supplies	7.95
McCrea Eneterprises	Local	Brushes	2.05
Plumbing & Heating Wholesale, Inc	Local	Coupling Returned	-92.90
Storm Lake Hydraulics Co, Inc	Local	Hose Brush System Credit	-2,616.87

Local Total: 90,249.62

Non-Local

Eastern Aviation Fuels, Inc	Non-Local	AV Gas	56,123.36
Municipal Supply, Inc	Non-Local	Meters & Smart Points	14,895.00
Beck Engineering, Inc	Non-Local	Civil Engineering	8,327.50
Toyne, Inc	Non-Local	Areial Repairs	7,911.76
Iowa Dept of Justice	Non-Local	Forfeiture Fees (21-033131)	6,688.20
Mississippi Lime Company	Non-Local	Lime	23,798.67
Electric Pump Inc	Non-Local	UV Bulbs	5,245.68
SCE, LLC	Non-Local	Water Leak Repairs	4,764.40
Electric Pump Inc	Non-Local	Transducers	4,235.68
Ed M. Feld Equipment Company, Inc	Non-Local	SCBA Equipment	3,738.00
Werner Sewer & Septic, LLC	Non-Local	Control Valve Installation	3,145.07
Woodruff Construction, Inc	Non-Local	KP Joist Repairs	3,137.00
Bend Mailing Services, LLC	Non-Local	Bill Printing Services	2,818.98
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	1,732.20

My Buy Local_v1
Payment Date Range: 12/09/2021 - 12/22/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
Engel Agri-Sales, Co	Non-Local	Spreader Rental	1,650.00
D. J. Gongol & Associates, Inc	Non-Local	Training Session	1,476.24
Specter Instruments, Inc	Non-Local	FY2022 Subscription	1,320.00
Electric Pump Inc	Non-Local	Borger Pump Repairs	1,236.70
Brodart Co.	Non-Local	Books	1,093.11
Pitney Bowes Inc	Non-Local	Postage	1,000.00
SGS, LLC	Non-Local	Garbage Services	854.75
Hach Company	Non-Local	Testing Supplies	850.06
Imagine the Possibilities, Inc	Non-Local	Janitorial Services	800.00
US Peroxide, LLC	Non-Local	Facility & Maintenance Agreement	750.00
Old Dominion Brush Company	Non-Local	Supplies	710.69
Baker & Taylor, Inc	Non-Local	Books	685.43
W. W. Grainger, Inc	Non-Local	Pump	668.34
Ed M. Feld Equipment Company, Inc	Non-Local	Pump	614.21
Joyce's Greenery	Non-Local	Spooner Family Sign Services	528.00
Schaeffer Manufacturing Company	Non-Local	Sealant	512.26
Swank Motion Pictures, Inc	Non-Local	License	482.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	477.00
Premier Police Training, LLC	Non-Local	De-Escalation Training- Lane	397.00
Iowa Rural Water Association	Non-Local	FY2022 Dues	375.00
Alpha Wireless Communications	Non-Local	Speaker Mic	365.10
Iowa Department of Public Safety	Non-Local	4th Qtr 2021 IOWA System	300.00
JSS, LLC	Non-Local	Jetter	280.00
Ed M. Feld Equipment Company, Inc	Non-Local	Battery	275.66
Dale Vitito	Non-Local	Uniforms	267.79
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	242.30
Dale Vitito	Non-Local	Uniform	235.80
Schumacher Elevator Company	Non-Local	Elevator Maintenance	229.50
Civic Plus	Non-Local	CC Services	220.55
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	216.70
Marcus Lumber Company Corp	Non-Local	Rakes & Paneling	204.16
Fire Service Training Bureau	Non-Local	Reciprocity Reviews	200.00
Dale Vitito	Non-Local	Uniform	192.85
International Association of Chiefs of Police	Non-Local	FY2022 Membership- Cole #02086431	190.00
Calibre Press	Non-Local	Training- Diekman	179.00
Baker & Taylor, Inc	Non-Local	Books	170.39
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	298.30
Baker & Taylor, Inc	Non-Local	Books	131.93
Iowa Department of Natural Resources	Non-Local	FY2022 UST Management Fee	130.00
Underground Location Company	Non-Local	Locate Services	129.70
Dale Vitito	Non-Local	Uniform	119.90
Iowa Association of Building Officials	Non-Local	FY2022 Membership- Olesen/Chambers	105.00
Blackstone Audio, Inc	Non-Local	CDs	104.83
Cintas First Aid & Safety	Non-Local	First Aid Supplies	103.96
Midwest Tape, LLC	Non-Local	DVDs	103.45
ABC Pest Control, Inc	Non-Local	Pest Control Services	100.00
Ed M. Feld Equipment Company, Inc	Non-Local	Hood	99.80
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	99.80
Builders Sharpening & Service LLC	Non-Local	Toolcat Blower Service	84.84
Salus LLC	Non-Local	Memberships	80.00
Iowa League of Cities	Non-Local	MLA Registration- Navratil 4/7/2022	160.00
Dale Vitito	Non-Local	Uniform	79.94
James M. Sweeney & Associates, Inc	Non-Local	Background Check	70.30
Ed M. Feld Equipment Company, Inc	Non-Local	Hydro test	70.00
Iowa Lakes Regional Water	Non-Local	Water Service	65.34
Midwest Tape, LLC	Non-Local	DVDs	64.47
Dale Vitito	Non-Local	Uniform	63.95
Iowa Stormwater Education Partnership	Non-Local	Detention & Retention Basin Design Training	62.50
Dale Vitito	Non-Local	Uniform	58.95
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	56.00
Ahlers & Cooney, P.C.	Non-Local	Labor Relations	50.00

My Buy Local_v1
Payment Date Range: 12/09/2021 - 12/22/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
Midwest Tape, LLC	Non-Local	DVDs	89.96
Ed M. Feld Equipment Company, Inc	Non-Local	Battery & Supplies	85.50
Workamper News, Inc	Non-Local	Advertising	79.50
Steven A Beeck	Non-Local	Window Cleaning Services	39.00
Ingram Library Services, Inc	Non-Local	Books	38.36
Marcus Lumber Company Corp	Non-Local	Supplies	37.37
Dale Vitito	Non-Local	Uniforms	35.45
Iowa League of Cities	Non-Local	Mayor Assoc Dues	30.00
Ingram Library Services, Inc	Non-Local	Books	26.31
Brodart Co.	Non-Local	Books	24.61
Ingram Library Services, Inc	Non-Local	Books	245.03
Baker & Taylor, Inc	Non-Local	Books	28.95
Ingram Library Services, Inc	Non-Local	Books	36.23
Marcus Lumber Company Corp	Non-Local	Paint Supplies	8.48
Barnes & Noble Booksellers, USA Inc	Non-Local	Book Returned	-4.76
Non-Local Total:			170,105.04
Payroll/Refunds			
Glenn Schlessler	Payroll/Refunds	12/10/2021 Moving Expense Reimb	2,437.33
TrueNorth Companies	Payroll/Refunds	FY2022 FF Enrollement	319.20
Glenn Schlessler	Payroll/Refunds	12/10/2021 CDL Reimb	299.00
Brandyn Duanne Barth	Payroll/Refunds	Water Dist 1 Cert Fee	80.00
Jason Hoffman	Payroll/Refunds	Playground Safety Inspector Training	77.00
Brandon Ripke	Payroll/Refunds	12/2/2021 Travel Reimb	77.00
Brandyn Duanne Barth	Payroll/Refunds	Water Dist 1 Testing Fee	30.00
Payroll/Refunds Total:			3,319.53
Grand Total:			483,861.45

King's Pointe Resort

Claims Publication

From 12/3/2021 to 12/15/2021

Vendor	Description	Amount
ACCO Unlimited Corporation	Supplies	\$ 8,941.94
Altour A&I LLC	Services	\$ 30.00
Amy Von Bank	Reimbursement	\$ 1,281.29
Arnold Motor Supply, LLP	Supplies	\$ 71.64
Bomgaars Supply Inc.	Supplies	\$ 226.32
Cintas Corporation	Supplies	\$ 2,760.25
City of Storm Lake	Utilities	\$ 3,405.06
Color-ize	Supplies	\$ 562.12
COUNSEL	Services	\$ 230.42
Doll Distribution	Beverages	\$ 191.60
ECOLAB	Supplies	\$ 741.04
Expedia, Inc.	Services	\$ 241.08
Fastenal Company	Supplies	\$ 1,284.06
Fintech	Services	\$ 56.65
Grainger	Supplies	\$ 1,682.63
Gray Media Group DBA KTIV	Advertising	\$ 2,443.00
GuestSupply	Supplies	\$ 1,909.55
HD Supply Facilities Maintenance LTD	Ssupp	\$ 866.87
Hermel Wholesale	Food	\$ 620.70
HR Direct	Services	\$ 362.40
HyVee	Beverages	\$ 1,124.08
Imagine The Possibilities Inc	Services	\$ 120.00
Iowa Sportsman	Advertising	\$ 400.00
Johnson Brothers	Beverages	\$ 180.00
Joyce's Greenhouse	Services	\$ 1,119.00
Julius Cleaners	Services	\$ 243.45
KAYL/KKIA	Advertising	\$ 1,286.00
Long Lines LLC	Utilities	\$ 1,042.09
M3 Accounting Services Inc.	Services	\$ 619.59
Maria Garcia	Refund	\$ 200.00
Martin Bros. Distributing Co., Inc.	Food	\$ 13,626.01
Martin Reyes	Refund	\$ 200.00
Mediacom	Utilities	\$ 480.40
Melanders	Supplies	\$ 641.99
MidAmerican Energy	Utilities	\$ 9,601.09
Nelson's Premix and Vet Supply	Supplies	\$ 1,342.30
Office Elements	Supplies	\$ 73.58
Olsen Welding & Machine	Services	\$ 30.00
Payroll 12/8/2021	Payroll	\$ 87,794.87
Pepsi Beverages Company	Beverages	\$ 772.13
Pilot Tribune	Advertising	\$ 412.15
Pitney Bowes	Postage	\$ 619.50

Plumbing and Heating Wholesale, Inc.	Supplies	\$ 1,935.52
Power Solutions Inc.	Services	\$ 9,243.82
Quore Systems, LLC	Services	\$ 285.00
Rebnord Technologies, Inc.	Services	\$ 2,358.33
Rent-All Inc.	Services	\$ 1,990.00
RFID Hotel	Supplies	\$ 795.13
Rolloff Dumpster Rental of Iowa INC.	Services	\$ 456.72
Sandra Trujillo	Refund	\$ 200.00
Sceptre Hospitality Resources, LLC	Services	\$ 1,940.00
Spencer Radio Group	Advertising	\$ 84.00
Steve's Window Service	Services	\$ 334.00
Storm Lake Ace Hardware	Supplies	\$ 1,866.77
Storm Lake Times	Advertising	\$ 5.95
STR, Inc.	Services	\$ 1,658.50
Symmetry Energy Solutions LLC	Services	\$ 7,864.24
Sysco Iowa, Inc.	Food	\$ 16,274.57
The Messenger	Advertising	\$ 295.00
TK Elevator Corporation	Services	\$ 242.39
TNT Sales & Service, LLC	Services	\$ 813.78
Travel and Transport, Inc.	Services	\$ 1,466.74
Travel Incorporated	Services	\$ 41.70
Travel Leaders Corporate, LLC	Services	\$ 107.20
TY Inc.	Supplies	\$ 182.71
UPS	Shipping	\$ 31.79
Vista Paints	Supplies	\$ 1,647.71
Vizergy	Services	\$ 1,158.45
Wells Fargo Financial Leasing, Inc.	Services	\$ 235.18
		<u>\$ 203,352.05</u>

**SPECIAL COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
DECEMBER 6, 2021, 4:00 P.M.**

Present: Mayor Michael Porsch, Council Members, Tyson Rice, Dan Smith, and Kevin McKinney
Absent: Jose Ibarra and Maria Ramos.

Staff present: City Manager Keri Navratil, and City Clerk Mayra Martinez

Mayor Porsch called the meeting to order at 4:00 pm.

Agenda - Moved by Council Member Smith to approve setting the Agenda as presented.
Seconded by Council Member Rice. Vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

Disclosure by City Council Members - none

Hear the Public - none

Closed Session – Moved by Council Member McKinney to go into closed session at 4:02 pm in reference to Iowa Code Chapter 21.5(i) to discuss the City Manager evaluation. Seconded by Council Member Rice. Roll call vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

Attendance in closed session: Rice, Smith, McKinney, Porsch, Martinez, and Navratil.

Keri Navratil attended the closed session at 4:29 pm.

Moved by Council Member McKinney to return to open session at 4:51 pm. Seconded by Council Member Rice. Roll call vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

City Manager's Compensation – Moved by Council Member McKinney to adjust City managers compensation to any increases that would mirror other nonunion staff. Seconded by Council Member Rice. Vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

Adjourn – Moved by Council Member McKinney to adjourn the meeting at 4:53 pm. Seconded by Council Member Smith. Vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

ATTEST:

Michael Porsch, Mayor

Mayra A. Martinez, City Clerk

REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS, CITY OF STORM LAKE DECEMBER 6, 2021, 5:00 PM

Present: Mayor Michael Porsch, Council Members Tyson Rice, Dan Smith and Kevin McKinney.
Absent: Council Members Maria Ramos and Jose Ibarra.

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Police Chief Chris Cole, Fire Chief Glenn Schlessner, Water/Wastewater Operations Director Ron Covert, Building and Codes Compliance Director Scott Olesen, Library Director Elizabeth Huff, Public Services Supervisor Scott Bonebrake, Public Services Assistant Supervisor Brandon Ripke, Finance Director Brian Oakleaf, City Clerk Mayra Martinez, and Staff Accountant Tyler Gibbins.

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

Media present: Dana Larson with The Pilot and Tom Cullen with The Storm Lake Times. Ryan Thompson with KAYL Radio via Zoom.

Pledge of Allegiance

Consideration of Changes in Agenda and Setting the Agenda - Moved by Council Member Smith to approve setting the agenda. Seconded by Council Member McKinney. Vote: All ayes with Council Members Ramos and Ibarra absent. Motion carried.

Hear the Public - Andriette Wickstrom voiced her opinion in regard to the removal of the stoplights at 7th Street and Lake Avenue.

Mayor Porsch presented to Maggie Reyes from Upper Des Moines a check for \$473.00 from the money collected during the Fall City Wide Cleanup.

Maggie Reyes with Upper Des Moines thanked the City for the donation and informed the City of some of the different programs they are offering food pantries every Friday, energy assistance, and adopt a family.

Approve Consent Agenda - Moved by Council Member Smith to approve the Consent Agenda which includes list of bills Check #'s 77683 through 77753, EFT #'s 694, 6700, 2531 through 2568, DFT #'s 1347 through 1370, King's Pointe and Sunrise Pointe disbursements, approve November 15, 2021, City Council minutes, Acknowledge the Library Board October 2021 Board Minutes, Acknowledge the Airport Commission October 2021 Minutes, Approve Tax Abatement For 1012 Hwy 110 For Ben Friesen, Approve Renewal Liquor Licenses For Brewsters, Brew Oil #33, and Hy-Vee #1634, Approve Renewal of Taxi Cab License for Storm Lake Cabs, Approve Miavan Feliciano Application for Planning & Zoning Commission - 3 year term, Approve Abstract of Votes from the November 02, 2021 elected for four year terms City Council - Margaret Martinez, City Council - Mathew Ricklefs, Mayor - Michael Porsch, and approve the SLPD Code Enforcement Summary (see staff summary. Seconded by Council Member Rice. Vote: All ayes with Council Members Ramos and Ibarra absent. Motion carried.

Amend Chapter 9-11 of Title IX of the City Code - 2nd Reading - Moved by Council Member Rice to approve the second reading of Ordinance No. 06-O-2021-2022 to amend Chapter 9-11 of Title IX of the City Code. Seconded by Council Member Smith. Roll call vote: All ayes with Council Members Ramos and Ibarra absent. Motion carried.

Re-Precincting Plan - Moved by Council Member Smith to setting the date of a Public Hearing for December 20, 2021, at 5:00 pm at City Hall Council Chambers for the re-printing plan. Seconded by Council Member McKinney. Vote: All ayes with Council Members Ramos and Ibarra absent. Motion carried.

Amend Chapter 7 Of Title II Of The City Code Of The City Of Storm Lake, Iowa, - 2nd Reading - Moved by Council Member McKinney to approve the second reading of Ordinance No. 07-R-2021-2022 amending Chapter 7 of Title II of the City Code of The City of Storm Lake, Iowa, to reduce the number of Trustees on its City Library Board of Trustees. Seconded by Council Member Rice. Roll call vote: All ayes with Council Members Ramos and Ibarra absent. Motion carried.

Drainage District Engineer - Moved by Council Member Rice to approve the appointment of Beck Engineering as Drainage District Engineer for the City of Storm Lake. Seconded by Council Member Smith. Vote: All ayes with Council Members Ramos and Ibarra absent. Motion carried.

Assistance to Firefighters Grant - Moved by Council Member Smith to adopt Resolution No. 47-R-2021-2022 approving submission of application and committing local match for the Assistance to Firefighters Grant. Seconded by Council Member Rice. Roll call vote: All ayes with Council Members Ramos and Ibarra absent. Motion carried.+

RESOLUTION NO. 47-R-2021-2022

A RESOLUTION ENDORSING AN APPLICATION AND COMMITTING LOCAL MATCH FOR THE ASSISTANCE TO FIREFIGHTERS GRANT THROUGH FEMA

WHEREAS, the City of Storm Lake has an immediate need to conduct a project to replace SCBA units currently in service that are approaching the end of their usable lifespan according to NFPA standards., and;

WHEREAS, the City Council has decided to submit an application to the Assistance to Firefighters Grant (AFG) through FEMA, and the City intends to utilize these funds as the source for financing their share of the project; and;

WHEREAS, the City has reserve funds available for the purpose of funding this project at the Storm Lake Fire Department with FEMA covering 95% of the project cost and the City will be responsible for 5% of the project cost; and,

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

SECTION 1. The City Council endorses the submission of an application for the Assistance to Firefighters Grant (AFG) through FEMA for the replacement of SCBA units. The total estimated grant application is estimated to be \$218,400 with the City's match at \$10,920 general fund.

SECTION 2. The Mayor is authorized to sign all paperwork and forms necessary for the submittal of the grant application.

PASSED AND APPROVED this 6th day of December 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Airport CIP- Moved by Council Member McKinney to adopt Resolution No. 48-R-2021-2022 adopting Storm Lake's Airport Capital Improvement Program submittal. Seconded by Council Member Smith. Roll call vote: All ayes with Council Members Ramos and Ibarra absent. Motion carried.

RESOLUTION NO. 48-R-2021-2022
RESOLUTION TO APPROVE THE FY 2022 FIVE YEAR AIRPORT CAPITAL
IMPROVEMENT PROGRAM (ACIP)

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

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

Whereas, the FY 2022 5-year Capital Improvement Program and Airport Capital Improvement Program data sheets are attached listing the projects deemed to be in the best interest of the Storm Lake Municipal Airport.

Now, therefore, be it resolved that the City of Storm Lake staff recommends the submittal of the attached 5-year Capital Improvement Program for the Storm Lake Municipal Airport, for potential FY2022 through FY2027 Federal and State Aviation Grants and certifies that the local match is available for the FY 2023 project if a grant is awarded.

PASSED AND APPROVED this 6th day of December, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Storm Lake Purchasing Policy - Moved by Council Member Rice to adopt Resolution No. 49-R-2021-2022 to adopt update to Storm Lake Purchasing policy. Seconded by Council Member McKinney. Roll call vote: All ayes with Council Members Ramos and Ibarra absent. Motion carried.

RESOLUTION 49- R-2021-2022

ADOPTING AN UPDATED PURCHASING POLICY FOR THE CITY OF STORM LAKE, IOWA

Section 1. Purpose of Policy:

The purpose of the City of Storm Lake purchasing policy is to develop written guidelines by which department may go about procuring goods and services that enable them to do their jobs in the most efficient manner while maintaining checks and balances to ensure proper use of city funds in accordance with Federal Guidelines, the Code of Iowa and City of Storm Lake policy.

Section 2. Summary of Purchasing Authorization

Supervisors at all levels are responsible for all purchases made under their department and budget line items. It is the departmental supervisor's duty to submit budget amounts for each line item for each department's operational budget and any capital spending that is needed during the normal budget process.

Likewise it is the department supervisor's job to relay to administration and the City Council the operational and capital needs of each department during the yearly budget process in an effort to actively prevent the need for unbudgeted expenditures during the fiscal year. The City of Storm Lake realizes that at times expenses may arise that are outside the adopted budget and this policy reflects methods by which departments may seek approval outside of the adopted budget.

Operational Expenses

For all operational items that have pre-authorization in the form of the City of Storm Lake's adopted budget authorization for purchase is maintained at the departmental level with the departmental supervisor being the final authority. Prior to actual obligation to pay by the City of Storm Lake the departmental supervisor shall ensure that purchases are made using the following procedures:

- a. Secure a minimum of 3 quotes for items of \$500 or more
- b. Secure a minimum of 3 bids for items of \$2000 or more
- c. Departmental Supervisor authorization on the invoice

Capital Expenses

Horizontal and vertical infrastructure projects shall follow Chapter 26 of the *Code of Iowa*.

For items of Capital expense, those items included in the City's adopted budget as a capital purchase excluding consulting fees and construction contracts as outlined in Section 4 of this policy, shall require authorization by the City Manager. Prior to any actual obligation to pay by the City of Storm Lake the department supervisor shall secure authorization as follows:

- a. Secure a minimum of 3 quotes for items of \$500 or more
- b. Secure a minimum of 3 bids for items of \$2000 or more

- c. Departmental Supervisor authorization on a completed City of Storm Lake purchase order (see attached purchase order form)
- d. City Manager approval in the form of a signed purchase order

Expenses Outside of Adopted Budget

Items of operational or capital nature which are outside the city's adopted budget (including any amendments that have been authorized by resolution of the Storm Lake City Council) shall have the following authorization prior to any written or verbal obligation by the City of Storm Lake:

- a. Secure a minimum of 3 quotes for items of \$500 or more
- b. Secure a minimum of 3 bids for items of \$2000 or more
- c. Departmental Supervisor authorization on a completed City of Storm Lake purchase order
- d. City Manager approval in the form of a signed purchase order

Section 3 – Use of Purchase Orders

City purchase orders are required in the following cases:

- a. All capital purchases excluding consulting fees and construction contracts as outlined in Section 4 of this policy
- b. All expenditures that are not previously authorized by the Storm Lake City Council through either the adopted city budget or an amendment to the current city adopted budget.
- c. All cases where a vendor requires a purchase order from the City of Storm Lake to provide services or deliver goods (if these cases don't meet the qualifications of item a and b in this section the PO only needs to be signed by the department head responsible for the departmental budget.

Section 4 – Consulting Fees and Construction Contracts

In accordance with the Code of Iowa Section 384.96 all construction projects greater than \$25,000.00 the City of Storm Lake shall seek sealed bids for the project. The bid process shall meet the qualifications of the Iowa Code and the project once approved by the Storm Lake City Council shall not require a purchase order.

Construction projects under the \$25,000 limit shall follow the procedures for procurement as outlined in Section 2 of this policy.

For projects requiring the use of a consultant where the consultant has been selected and their contract has been approved by the Storm Lake City Council shall not require a purchase order.

Section 5 – Purchase Order Form

The standard purchase order form is a one part form that can be completed on the computer. Because this is a one part form, any copies that are needed by the vendor need to be a copy of the original signed form or a faxed copy. The original signed copy of the Purchase shall be submitted to the City of Storm Lake Finance Department. The process for the purchase order form is as follows:

- a. Form available electronically for Department Supervisors
- b. Completed form submitted to City Manager for approval

- c. Approved purchase orders shall be forwarded to the Finance Department for inclusion in the City's Budget and cash flow purposes
- d. The Finance Department will forward original purchase order to the responsible department
- e. Upon receipt of an approved purchase order the department may obligate the City to payment for the goods or services covered by the purchase order
- f. Upon acceptable delivery or competition the purchase order shall be submitted with invoice for payment

Section 6 – Required Information

All purchase orders must contain the following items prior to submittal for approval:

- a. Vendor name and contact information – tax ID #, incorporated or not
- b. Quantity, description, and price of items purchased
- c. Account number(s) to be charged
- d. Signature of department supervisor
- e. Signature of City Manager if required under this policy
- f. Copy of a minimum of two alternative quotes if required under this policy
- g. Copy of a minimum of two alternative bids if required under this policy

Section 7 – Emergency Purchases

Emergency purchases may be made without the approval of the City Manager; as long as, immediately thereafter, the reason for an emergency purchase shall be made in writing to the City Manager including the following items:

- a. The type of emergency
- b. Why the City Manager was not advised
- c. The amount of the purchase
- d. The consequences of not making the purchase at that time
- e. Any additional information that is pertinent to the situation

Section 8 – Federal Procurement Guidelines and Requirements

PURPOSE

The purpose of this section is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

APPLICATION

This policy applies to the procurement of all supplies, equipment, construction, and services of and for the City of Storm Lake related to the implementation and administration of any federally funded projects. All procurement will be done in accordance with 2CFR Part 200 and Appendix II to Part 200.

POLICY

GENERAL PROCUREMENT PRACTICES

The City will adhere to the following general procurement practices: document procurement standards; maintain oversight of contractors to ensure performance in accord with standards; avoid acquisition of unnecessary or duplicative items; encourage procurement or use of shared goods and services; use Federal excess and surplus property when feasible; encourage value-engineering clauses in construction contracts; award contracts only to responsible contractors; limit use of time and materials contracting; and use good administrative judgment to settle all contractual and administrative issues.

COMPETITION

The City will provide full and open competition; prohibit use of state or local geographical preferences; develop written procedures for procurement transactions to ensure competition is not restricted; and ensure that pre-qualified lists are current.

METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein: (a) micro-purchase; (b) small purchase procedures; (c) sealed bids (formal advertising); (d) competitive proposals; (e) noncompetitive proposals.

- A. **Micro-purchase** includes the acquisition of supplies or services that do not exceed \$3,000 (or \$2,000 for acquisitions for construction subject to Davis-Bacon Act).
- B. **Small purchase** procedures are relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than \$150,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations (minimum of 2) shall be obtained from an adequate number of qualified sources.
- C. In **sealed bids** (formal advertising), sealed bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the required method for procuring construction.
 - 1. In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:
 - a) A complete, adequate and realistic specification or purchase description is available.
 - b) Two or more responsible bidders are willing and able to compete effectively for the City's business; and
 - c) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.
 - 2. When sealed bids are used for a procurement under a grant, the following requirements apply:
 - a) A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised) from an adequate number of known suppliers.
 - b) The invitation for bids, including specifications and pertinent attachments, shall clearly

define the items or services needed in order for the bidders to properly respond to the invitation for bids.

- c) All bids shall be opened publicly at the time and place stated in the invitation for bids.
 - d) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the City indicates that such discounts are generally taken.
 - e) Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.
- D. Procurement by **competitive proposals** is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposals method is used for a procurement under a grant, the following requirements apply:
- 1. Requests for Proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical.
 - 2. Requests for Proposals shall be solicited from an adequate number of qualified sources.
 - 3. The City shall have a method for conducting evaluations of the proposals received and for selecting awardees.
 - 4. Awards will be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price (other than architectural/engineering) and other factors considered. Unsuccessful offerors will be promptly notified in writing.
 - 5. The City should use competitive proposal procedures for qualification-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. A cost analysis must be prepared for HMA projects. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g., administration professional services) even though NE firms are a potential source to perform the proposed effort.
- E. **Noncompetitive proposals** is procurement through solicitation of a proposal from only one source, or after solicitation from a number of sources, competition is determined inadequate. Noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids (formal advertising), or competitive proposals. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to the following:
- 1. The item is available from only a single source;
 - 2. After solicitation of a number of sources, competition is determined inadequate;
 - 3. A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; and
 - 4. The awarding agency authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval from the federal granting agency).

- F. The City of Storm Lake will provide, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women business enterprises, and labor surplus area firms whenever they are potential sources.
- G. Any other method of procurement must have prior approval from the federal agency funding the project.

RECYCLED MATERIALS

The City will procure items with the highest percentage of recycled materials practical.

CONTRACT PRICING

- A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
- B. The City shall perform some form of cost/price analysis for every procurement action, including modifications, amendments or change orders.

PROCUREMENT RECORDS

The City shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The City shall make technical specifications and procurement documents available for review upon request.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

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

In compliance with Uniform Grant Guidance in Title 2 Code of Federal Regulation (C.F.R.) Grants and Agreements, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, it is the policy to adhere to these requirements. For procurement, all non-federal entities must follow 2 CFR Part 200 Subpart D Subsections §200.318 General procurement standards through §200.326, and Appendix II to Part 200-Contract Provisions for Non-federal Entity Contracts Under Federal Awards. These standards are accessible online at:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CFR §200.318 General procurement standards

The non-federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable federal law and standards. Where State and/or local requirements conflict with federal requirements, the strictest requirement, will be followed.

This policy establishes procedures for procurement of goods and services, lists and explains relevant Federal laws and policies regarding procurement for Federal grant administration.

Failure to follow policies regarding Federal requirements may result in a wide range of sanctions including disallowed costs, denied reimbursement requests, recoupment of funds, and debarment/exclusion from Federal funding. Violation of this policy may result in disciplinary action, including termination of the federal grant.

2 CFR 180 Debarment and suspension

OMB Guidelines to Agencies on Government wide Debarment and Suspension govern debarment and suspension. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from, or ineligible for participation in Federal assistance programs or activities. It is a requirement to check for suspended or debarred parties before awarding work for all covered transactions. Debarred or suspended parties may be found by searching the System for Award Management (SAM) for exclusion records, active or excluded at www.sam.gov

STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

Conflicts of interest in public contracts defined in *Code of Iowa* will be followed.

§200.318 General procurement standards (Federal)

2 CFR Part 200, Subpart D Subsection §200.318 (c)

(1) The non-federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. To the extent permitted by federal, state, or local laws or regulations, violations of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against officers, employees, or agents.

(2) If the non-federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

(b) The non-federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-federal entity must not preclude potential bidders from qualifying during the solicitation period.

§200.320 Methods of procurement to be followed

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for State, local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in Paragraphs (1) through (5)

§200.322 Procurement of recovered materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

§200.323 Contract cost and price

The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

(a) A cost/price analysis must be performed in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

§200.324 Federal awarding agency or pass-through entity review

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

§200.325 Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity’s contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Cost Principles

Cost principles must govern how non-federal entities spend federal grant funding. Federal cost principles are found in 2 CFR Part 200 Subpart E, accessible online at [2 CFR PART 200 SUBPART E](#).

- a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all

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

- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Section 9 – Personal Purchases

The City of Storm Lake will not make personal purchases for employees.

Section 10 – Tax Exempt Purchases

Purchases made by the City of Storm Lake are exempt from sales tax. It is the duty of the Departmental Supervisor to notify the vendors when making purchases. Exemption certificates are available from the Staff Accountant if requested by the vendor.

Section 11 – Conflict of Interest

A purchase will not be made from any firm, business, contractor, or individual contrary to the provisions of Section 362.5, of the Iowa Code. If an officer, official or employee of the City is in some way connected to a firm, business, contractor, or individual proprietor, then review the legality of purchasing from such an entity with the City Manager prior to making the purchase.

Section 12 – Employees Obligating City

No employee shall contract any professional service person without prior approval of the City Manager. This includes, but is not limited to Engineers, Attorneys, Architects, Physicians, Dentists, and similar occupations.

No contract for City business shall be entered into without prior approval of the City Manager.

Section 13 – Payments to Individuals

Any individual (other than an employee) who is being paid by the City for the first time needs to complete a W-9 form providing their social security number or employer identification number. Any person receiving more than \$600 for services during a calendar year will receive a 1099 tax form at the end of the year.

Section 14 – Payment Procedures

All invoices need to contain the departmental supervisor's signature and correct account number to which the items are to be charged. Similarly, invoices for work or items purchased that require a purchase order per this policy need to have the original purchase order attached to the invoice at time of submittal.

Invoices submitted by 10:00 AM on Tuesday prior to a council meeting will be processed for payment following approval at the City Council Meeting. Checks approved for payment are generally mailed on the Tuesday following the council meeting.

Departments requiring special needs in relationship to issuance of a check need to clearly state that need on the invoice at the time of submittal. Payments that need to be made outside of the normal payment cycle need City Manager and Finance approval prior to issuance.

PASSED, APPROVED, AND ADOPTED this 6th day of December, 2021 by the City Council of the City of Storm Lake, Iowa.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Radio Park Lift Station Project- Moved by Council Member McKinney to adopt Resolution No. 50-R-2021-2022 approving Change Order No. 2 for an increase of \$1,356.76 to the contract in the amount of \$494,139.68 and extending the contract date to June 25, 2022, for the Radio Park Lift Station project and removing approval of the demobilize and remobilize fee of \$4,300 to be considered in the December 20th council meeting. Seconded by Council Member Rice. Roll call vote: All ayes with Council Members Ramos and Ibarra absent. Motion carried.

RESOLUTION NO. 50-R-2021-2022

RESOLUTION ADOPTING CHANGE ORDER NO. 2 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.

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

Section 1. To approve Change Order No. 2 to the contract for work performed by Christiansen Construction, Inc. for an increase of \$5,656.76 to the contract for a total contact amount of \$498,439.68.

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

PASSED AND APPROVED this 6th day of December, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Memorial Lift Station Project - Moved by Council Member Rice to adopt Resolution No. 51-R-2021-2022 approving Change Order No. 3 for the Memorial Lift Station project. Seconded by Council Member Smith. Roll call vote: All ayes with Council Members Ramos and Ibarra absent. Motion carried.

Council Member Rice thanked the crew that worked on repairing the water main break during the night and in the cold wet weather. (Noah Inthongsay, Steve Hamer, Curtis Christensen)

RESOLUTION NO. 51-R-2021-2022

RESOLUTION ADOPTING CHANGE ORDER NO. 3 FOR THE MEMORIAL 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 Memorial 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 \$2,076,000.00 was awarded to Gridor Construction, Inc. for the project; and

WHEREAS, Change Order No. 1, approved on June 7, 2021, increased the project cost in the amount of \$23,612.00 for a total contract amount of \$2,099,612.00; and

WHEREAS, Change Order No. 2, approved on September 7, 2021, increased the project cost in the amount of \$2,116.00 for a total contract amount of \$2,101,728.00;

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 the contract for work performed by Gridor Construction, Inc. for an increase of \$15,794.00 to the contract for a total contact amount of \$2,117,522.00.

Section 2. That the Mayor and Clerk are hereby directed to execute this Change Order No. 3.

PASSED AND APPROVED this 6th day of December, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Comprehensive Plan and Zoning Code Update - Moved by Council Member Smith to approve selection of Bolton and Menk, Inc. for Professional Services for the Comprehensive Plan and Zoning Code update. Seconded by Council Member Rice. Vote: All ayes with Council Members Ramos and Ibarra absent. Motion carried.

Downtown Master Plan - Moved by Council Member McKinney to approve selection of ISG for Professional Services for Downtown Maser Plan. Seconded by Council Member Rice. Vote: All ayes with Council Members Ramos and Ibarra absent. Motion carried.

FEMA BRIC Grant - Moved by Council Member Rice to adopt Resolution No. 52-R-2021-2022 approving Amendment to Agreement with Bolton and Menk, Inc. for Professional Services for Engineering Services for the FEMA BRIC Grant. Seconded by Council Member Smith. Vote: All ayes with Council Members Ramos and Ibarra absent. Motion carried.

RESOLUTION NO. 52-R-2021-2022

APPROVAL OF AMENDMENT NO. 1 OF THE AGREEMENT WITH ENGINEERING FIRM FOR PROFESSIONAL SERVICES FOR ENGINEERING ON THE FEMA BRIC PROJECT

WHEREAS, the City of Storm Lake desires to apply for FEMA BRIC funding and potentially FEMA HMGP funding, and;

WHEREAS, the City desires to have professional engineering services for the proposed project and therefore followed the Federal procurement guidelines as outlined by Iowa Homeland Security and FEMA guidance to solicit proposals from qualified engineering firms for the proposed project, and;

WHEREAS, the City published notice of procurement for engineering services in the Storm Lake Times on June 18, 2021 and July 7, 2021 for such services, and;

WHEREAS, the City published notice of procurement for engineering services with the Iowa League of Cities and on the City's website; and

WHEREAS, the City received three (3) proposals for engineering services from a qualified firm, and, following a review of the proposal the City has found that the submitted proposal is in line with the needs of the City; and

WHEREAS, the City on July 19, 2021 selected Bolton and Menk for engineering services for this project; AND

WHEREAS, the City on August 2, 2021 entered into an agreement with Bolton and Menk for engineering services.

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

SECTION 1. The City Council approves Amendment No. 1 to the engineering agreement with Bolton and Menk for engineering services for the FEMA BRIC grant funding opportunity.

PASSED AND APPROVED this 6th day of December 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Frank Starr Armoring Project - Moved by Council Member McKinney to approve Funding Request for the Frank Starr Armoring project. Seconded by Council Member Smith. Vote: All ayes with Council Members Ramos and Ibarra absent. Motion carried.

Policy & Procedure Manual for Snow & Ice Removal - Moved by Council Member McKinney to approve adoption of Policy & Procedure Manual for Snow and Ice Removal. Seconded by Council Member Smith. Vote: All ayes with Council Members Ramos and Ibarra absent. Motion carried.

Fiscal Year 2023-2027 Proposed Capital Improvement Plan Workshop- General Fund
The City Council and Staff reviewed the CIP

City Council Requested Items – none at this time.

Adjourn - Moved by Council Member McKinney to adjourn at 6:55 pm. . Seconded by Council Member Rice. Vote: All ayes with Council Members Ramos and Ibarra absent. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

SMOKIN' HEREFORD, L.L.C.

NAME OF BUSINESS(DBA)

Smokin Hereford, LLC

BUSINESS

(712) 213-3750

ADDRESS OF PREMISES

1605 West Milwaukee

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

1615 W. Milwaukee Ave.

CITY

Storm Lake

STATE

Iowa

ZIP

50588

Contact Person

NAME

Jennifer A Hustedt

PHONE

(712) 660-0976

EMAIL

jennhustedt@gmail.com

License Information

LICENSE NUMBER

LC0044026

LICENSE/PERMIT TYPE

Class C Liquor License

TERM

12 Month

STATUS

Pending
Dramshop
Review

TENTATIVE EFFECTIVE DATE

Jan 5, 2022

TENTATIVE EXPIRATION DATE

Jan 4, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Liquor License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

No Ownership information found

Insurance Company Information

INSURANCE COMPANY

Nationwide Insurance Company

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Casa Arceo, Inc.

NAME OF BUSINESS(DBA)

Plaza Mexico Mexican Restaurant

BUSINESS

(712) 732-0802

ADDRESS OF PREMISES

1501 Lake Ave.

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

1501 Lake Ave.

CITY

Storm Lake

STATE

Iowa

ZIP

50588191

Contact Person

NAME

Jose Trinidad Arceo

PHONE

(712) 260-6677

EMAIL

nancy@financialcarepros.com

License Information

LICENSE NUMBER

LC0032993

LICENSE/PERMIT TYPE

Class C Liquor License

TERM

12 Month

STATUS

Pending
Dramshop
Review

TENTATIVE EFFECTIVE DATE

Feb 1, 2022

TENTATIVE EXPIRATION DATE

Jan 31, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Liquor License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

No Ownership information found

Insurance Company Information

INSURANCE COMPANY

Arrowhead General Insurance
Agency

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

Staff Summary

12/20/2021

Agenda Item # B.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: Buy Local Information

BACKGROUND: Early in 2011 during a Study Session discussion Council asked staff to look at putting together some analysis information regarding the amount of purchases made locally. We have pulled that information together and a provided a summary of purchases identified in the current list of bills to be approved that are purchased locally (within the City of Storm Lake), within Buena Vista County, and outside of Buena Vista County are presented here for Council's review. This information is presented for for both the City and King's Pointe's bills.

As the reader reviews the information they should note the following key notes:

- Costs associated with any major capital project (those bid under the State of Iowa Bid Law) are excluded from the calculation
- Costs associated with travel is excluded from the calculation and %
- Costs associated with payroll is excluded from the calculation and %
- In some cases there is only one vendor or an item is only available from vendors outside of the City limits and/or Buena Vista County – we have not identified these
- Some departments have fairly minor budgets and a major purchase can skew the % and or amount for a given review period (For Example: the Airport may have normally \$4,000 - \$6,000 in expenses until they purchase Jet Fuel or Av Gas which can be \$10,000 + and as a vendor who is not local this can skew the information for that review period)
- Local has been determined to be has an office front in the

area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here)

As with all analytical data it is possible to interpret the numbers in a variety of ways and as we move forward we would be happy to provide further detail and or revise the way in which we show the data. Likewise if you have any questions or concerns please don't hesitate to contact city staff.

FISCAL IMPACT:

Breakout	Calculated Expenses
Buena Vista County	\$ 112,592.71
Contract/Agreement	\$ 107,594.55
Local	\$ 90,249.62
Non- Local	\$ 170,105.04
Payroll/Refunds/Pyrl Tax & Ins	\$ 168,124.55
Total Expenses	\$ 648,666.47
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
 Project Activity Report	Backup Material

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	-539.60	1,170,187.96	0.00	1,170,187.96	3,377.04
01112-0020	10th & Ontario StormWater Improvem...	1,753,734.33	-0.68	1,752,412.45	0.00	1,752,412.45	1,321.88
01112-0021	4th & Oats StormWater Improvements	832,997.63	-109.32	833,347.35	0.00	833,347.35	-349.72
OP1.122814	Richland Street, Phase 2 Improvements	165,500.00	165,500.00	165,515.75	6,000.00	171,515.75	-6,015.75
OP1.125106	BRIC	11,560,280.00	11,560,280.00	27,197.50	0.00	27,197.50	11,533,082.50
16-19284	4th & Bartion Storm Water Improvemen...	760,113.88	15,466.28	757,662.80	0.00	757,662.80	2,451.08
18-CF-004	United Community Health Service Center	600,000.00	0.00	561,683.60	0.00	561,683.60	38,316.40
19-22797	Memorial Lift Station Improvements	2,522,277.00	1,280.45	1,797,881.16	16,782.59	1,814,663.75	707,613.25
20-23848	Storm Lake WTP- Electrical MCC Replac...	268,494.81	11,187.37	263,258.93	778.36	264,037.29	4,457.52
20-24387	Radio Park Lift Station Replacement	568,639.68	568,639.68	317,511.77	153.00	317,664.77	250,974.91
20-HSG-022	2021 Housing Sustainability Project	110,812.00	110,812.00	86,614.12	0.00	86,614.12	24,197.88
35665	1st & Mae Street	764,059.53	-2,532.26	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
P11.112742	North Central SW Phase II	1,854,441.25	-515.95	1,853,147.38	0.00	1,853,147.38	1,293.87
P11.117908	Michigan Street Parking Lot Reconstruct...	408,199.80	-64.56	453,347.70	0.00	453,347.70	-45,147.90
P11.118940	Oneida Street Reconstruction from RR t...	2,567,760.12	4,406.76	2,159,525.91	33,792.75	2,193,318.66	374,441.46
P11.119679	FEMA Lake Bank Restoration	117,831.01	0.00	123,185.51	0.00	123,185.51	-5,354.50
P11.120411	Highway 7/110 Traffic Lane/Signalization	1,423,630.00	48,362.14	221,290.24	0.00	221,290.24	1,202,339.76
P11.120478	Tulip Lane SW Improvements	443,607.50	8,369.96	421,175.07	19,614.35	440,789.42	2,818.08
P11.120650	2020 Expansion Blvd Improvements	1,074,680.60	42,987.22	1,079,753.56	0.00	1,079,753.56	-5,072.96
P11.122266	7th Street Sewer Lining/2021 CIPP	514,861.25	514,861.25	483,692.65	0.00	483,692.65	31,168.60
T51.119823	Runway 13/31 & Taxiway Lighting	459,190.70	230.95	454,344.80	1,880.00	456,224.80	2,965.90
Urban20WQI-004	SLHS Courtyard Conservation	108,230.01	108,230.01	87,700.38	0.00	87,700.38	20,529.63
Report Total:		30,463,212.45	13,156,851.70	16,242,158.73	79,001.05	16,321,159.78	14,142,052.67

Group Summary							
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
Airport Projects	459,190.70	230.95	454,344.80	1,880.00	456,224.80	2,965.90	
Building Resilient Infrastructure and Co...	11,560,280.00	11,560,280.00	27,197.50	0.00	27,197.50	11,533,082.50	
Economic Development	936,873.02	219,042.01	859,183.61	0.00	859,183.61	77,689.41	
National Resiliency Disaster Grant Proje...	8,507,686.72	534,999.68	8,443,347.80	19,614.35	8,462,962.15	44,724.57	
Sanitary Sewer Projects	3,090,916.68	569,920.13	2,115,392.93	16,935.59	2,132,328.52	958,588.16	
Street Construction	5,639,770.52	261,191.56	4,079,433.16	39,792.75	4,119,225.91	1,520,544.61	
Water Project	268,494.81	11,187.37	263,258.93	778.36	264,037.29	4,457.52	
Report Total:	30,463,212.45	13,156,851.70	16,242,158.73	79,001.05	16,321,159.78	14,142,052.67	

Type Summary							
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
Construction	8,999,182.01	842,299.06	6,458,085.02	57,506.70	6,515,591.72	2,483,590.29	

Staff Summary

12/20/2021

Agenda Item # C.



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

REPORT TO: Honorable Mayor and City Council

FROM: Chris Cole, Police Chief

SUBJECT: **SLPD City Code Enforcement Summary**

BACKGROUND: 12-1-2021 to 12-14-2021

White Summons – 427

CCE
Junk Vehicle – 3
Accumulate used tires – 1
Parking restricted to hard surfaces-1
Accumulate Junk – 13
Accumulate Trash – 4
Sidewalk not cleared – 8

Total 30

0 citations

FISCAL IMPACT: None

RECOMMENDATION: None

Staff Summary

12/20/2021

Agenda Item # 3.



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

REPORT TO: Honorable Mayor and City Council

FROM: Chris Cole, Police Chief

SUBJECT: **Ordinance No. 06-O-2021-2022 to Amend Chapter 9-11 of Title IX of the City Code - 3rd Reading**

BACKGROUND: Attached is an amendment to Chapter 9-11 of the City code of the City of Storm Lake which prohibits parking on both sides of East 10th Street between Lake Avenue and Seneca Street between November 1st of each calendar year through March 31st of the next succeeding calendar year; and both sides of Hyland Drive between Northwestern Drive and Angier Drive.

This amendment was requested by the City traffic committee after concerns were made about excessive vehicles parking on the emergency snow routes.

FISCAL IMPACT: None

RECOMMENDATION: Approve 3rd Reading of Ordinance No. 06-O-2021-2022 to Amend Chapter 9-11 of the City Code

ATTACHMENTS:

Description	Type
Ordinance #06-O-2021 - 2022	Ordinance

ORDINANCE NO. 06-O-2021-2022

ORDINANCE AMENDING CHAPTER 9-11 OF TITLE IX OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED, ASTOPPING, STANDING OR PARKING@ TO PROHIBIT PARKING ON PART OF EAST 10TH STREET FROM NOVEMBER 1 THROUGH MARCH 31 AND PROHIBIT PARKING ON PART OF HYLAND DRIVE

WHEREAS, Section 9-11-1 of Chapter 9-11 of Title IX of the City Code of the City of Storm Lake, Iowa lists areas in the City of Storm Lake where parking is prohibited;

WHEREAS, the City Council of the City of Storm Lake, Iowa, has now determined that parking should be prohibited by Ordinance on both sides of East 10th Street between Lake Avenue and Seneca Street from November 1 of each calendar year through March 31 of the next succeeding calendar year; and

WHEREAS, the City Council of the City of Storm Lake, Iowa, has now determined that parking should be prohibited by Ordinance at all times on both sides of Hyland Drive between Northwestern Drive and Angier Drive.

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

Section 1. Section 9-11-1 of Chapter 9-11 of Title IX of the City Code of the City of Storm Lake, Iowa, which section is captioned “Parking Signs Required,@ is amended by adding the following at the end of such section:

Both sides of East 10th Street between Lake Avenue and Seneca Street from November 1 of each calendar year through March 31 of the next succeeding calendar year.

Both sides of Hyland Drive between Northwestern Drive and Angier Drive from November 1 of each calendar year through March 31 of the next succeeding calendar year.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. This ordinance shall be in effect following its passage, approval, and publication as provided by law.

Passed by the Council the _____ day of _____, 2021, and approved
this _____ day of _____, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

I hereby certify that the foregoing was published as Ordinance No.
_____ in the Storm Lake Pilot Tribune on the _____ day of
_____, 2021.

Mayra A. Martinez, City Clerk

Staff Summary

12/20/2021

Agenda Item # 4.



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

REPORT TO: Honorable Mayor and City Council

FROM: Elizabeth Huff, Library Director

SUBJECT: **Ordinance No. 07-O-2021-2022 Amending Chapter 7 Of Title II Of The City Code Of The City Of Storm Lake, Iowa, To Reduce The Number Of Trustees On Its City Library Board Of Trustees - 3rd Reading**

BACKGROUND: On November 2nd, 2021, during the City/School elections the voters agreed to approving the reduction of Library trusted from nine members to five as a public measure. Voluntary resignation letters along with vacant spots will reduce the numbers of trustees accordingly. With approval changes will be effective January 1, 2022.

FISCAL IMPACT: None

RECOMMENDATION: Approve Ordinance No. 07-O-2021-2022 Amending Chapter 7 Of Title II Of The City Code Of The City Of Storm Lake, Iowa, To Reduce The Number Of Trustees On Its City Library Board Of Trustees - 3rd Reading

ATTACHMENTS:

Description	Type
Ordinance #07-O-2021-2022	Ordinance

ORDINANCE NO. 07-O-2021-2022

ORDINANCE AMENDING CHAPTER 7 OF TITLE II OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TO REDUCE THE NUMBER OF TRUSTEES ON ITS CITY LIBRARY BOARD OF TRUSTEES FROM NINE (9) TRUSTEES TO FIVE (5) TRUSTEES AND TO ESTABLISH THE PROCEDURE FOR THE APPOINTMENT OF SUCH TRUSTEES CONSISTENT WITH THE REQUIREMENTS OF SECTION 336.5 OF THE CODE OF IOWA

WHEREAS, the voters of the City of Storm Lake, Iowa approved a public measure to reduce the number of trustees on its City Library Board of Trustees from nine (9) trustees to five (5) trustees through an amendment to Title II, Chapter 7, Section 1 of its City Code;

WHEREAS, Section 1 of said Chapter 7 set the original number of Trustees on the City Library Board of Trustees at nine (9); and

WHEREAS, Section 2 of said Chapter 7 set the term of office for such Trustees and also established a procedure for staggering the terms of the nine Trustees which needs to be modified because of the reduction of trustees and because the method set forth for staggering the terms is inconsistent with present state law, specifically, Iowa Code Section 336.5, requiring three subgroups of Trustees to have staggered terms expiring two years apart.

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

Section 1. Section 2-7-1, captioned, "Creation," is deleted and replaced with the following new Section 2-7-1, captioned, "Creation and Makeup":

Section 2-7-1 Creation and Makeup

There is hereby created a City Library Board of Trustees to be made up of nine (9) trustees and which Board shall exercise the powers set forth in Section Four (4) of this chapter. Effective January 1, 2022, the City Library Board of Trustees, shall be reduced in size from nine (9) trustees to five (5) trustees, which Board shall exercise the powers set forth in Section Four (4) of this chapter.

Section 2. Section 2-7-2, captioned, "Term of Office," is deleted and replaced with the following new Section 2-7-2, captioned, "Term of Office":

Section 2-7-2 Term of Office

The terms of office of all trustees appointed before January 1, 2022 shall continue until January 1, 2022, but shall expire and terminate January 1, 2022. All five of the trustees then shall be appointed by the Mayor with the approval of the City Council. Members of the City Library Board of Trustees serving before January 1, 2022, are eligible for re-appointment to such Board and, in the discretion of the Mayor and City Council, may be re-appointed to new terms as provided herein, subject to the five-member Board limit. One shall hold office for two years, two

for four years, and two for six years, from the first day of July, 2022; provided that all shall begin serving as trustees upon the effective date of their appointment by the Mayor and Council, which shall be on or after January 1, 2022. At the first meeting of the board of trustees on or after July 1, 2022, or at the first meeting of the board of trustees after the effective date of the appointment of all five trustees, whichever is sooner, the five trustees shall cast lots for their respective terms, reporting the result of such lots to the City Council. All subsequent appointments, except those to fill unexpired terms in the case of vacancies, shall be for terms of six years each, commencing with the first day of July following the expiration of the terms of the members whose terms have expired and whose offices are being filled by such appointments. An appointment to fill an unexpired term shall be for the balance of the term of the office left vacant. All appointments to the City Library Board of Trustees shall be made by the Mayor, subject to the approval of the City Council.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. This ordinance shall be in effect following its passage, approval, and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

12/20/2021

Agenda Item # 5.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Motion To Approve Library Board of Trustees**

BACKGROUND: Following the approval of Ordinance No. 07-O-2021-2022 to reduce the number of Trustee to the Library Board all members term expire January 1, 2022.

The following board members are being reconsidered for re-appointment by the Mayor.

Mary Kay Hudspeth with term to expire June 30, 2024

Barbara Wells with term to expire June 30, 2026

Jim Eliason with term to expire June 30, 2026

Sue Lyngaas with term to expire June 30, 2028

Sara Freking with term to expire June 30, 2028

FISCAL IMPACT: N/A

RECOMMENDATION: **Motion To Approve Library Board of Trustees With The Indicated Terms**

Staff Summary

12/20/2021

Agenda Item # 6.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: Public Hearing For The Re-Precincting Plan

BACKGROUND: The City is required to validate and/or change where necessary the local voting precincts to ensure they meet Secretary of State's office regulations after the bill was passed to reapportion the senatorial and representative districts which was signed November 4, 2021.

The major qualities that we must meet with each precinct are as follows:

1. No precinct may have more than 3,500 people (as defined by the Census block numbers)
2. We are not allowed to break up individual Census Blocks

The City does not elect Council Members by Wards therefore the districts do not have to be equal in terms of population.

Based on the current population, there is no major changes to the precincts. With past annexations to the city we are no longer needing to include unincorporated areas to Precinct No. 1, 2, or 4. An agreement with the county will be needed for Precinct No. 3 as a census block includes county area. The other change is to include the county court house block in Precinct No. 4 per BV County request.

The total population of the Storm Lake Precincts are as follows:

Precinct 1 ~ 3,174
Precinct 2 ~ 2,629
Precinct 3 ~ 2,227
Precinct 4 ~ 3,239

Precinct Ordinance updates and BV County Agreement will be at the January 3rd meeting.

FISCAL IMPACT: Cost of the publication of notice

RECOMMENDATION: Open the Public Hearing
Hear Public Comments
Close Public Hearing

ATTACHMENTS:

Description		Type
	Public Hearing Notice	Backup Material
	Proposed Precinct with County Area	Map

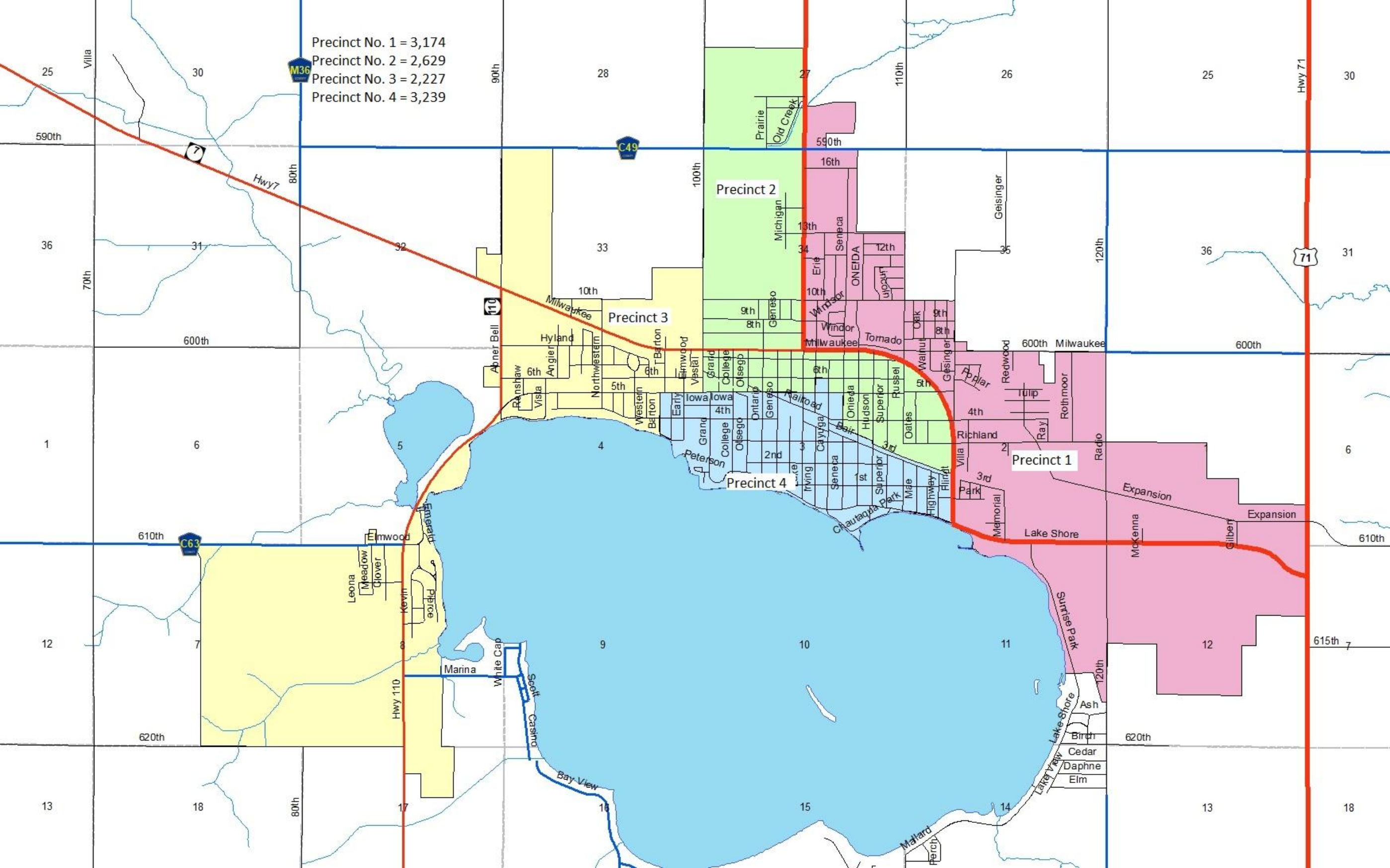
PUBLIC NOTICE

The City Council of the City of Storm Lake will hold a Public Hearing on revised precincts for voters in the City of Storm Lake. Changes to the current precincts are required due to changes in population as noted in the 2020 Census results. Citizens wishing to view the revised precinct map may view a map of the proposed precincts at City Hall during normal business hours (Monday thru Friday 8AM to 5PM).

The City Council will hold a Public Hearing on the revised map at 5:00 PM on Monday, December 20, 2021, during their normal City Council Meeting. At that time citizens can voice their opinions regarding the proposed changes prior to approval. Opinions and comments may also be submitted to the Office of the City Clerk by mail at PO Box 1086, Storm Lake, Iowa 50588 or by email at cityclerk@stormlake.org.

Published by direction of City Clerk

/s/ Mayra A. Martinez



Staff Summary

12/20/2021

Agenda Item # 7.



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

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building & Code Compliance Director

SUBJECT: **Motion Approving Setting The Public Hearing For Proposed Re-Zoning Of A Parcel Located At 1012 HWY 110**

BACKGROUND: Bernardo Friesen is requesting a change in the Zoning designation of a parcel of property he owns which is generally located Section 8, T-90-N , R-37-W 5th P.M. SE NW.

Described as : A TRACT OF LAND LOCATED IN THE SOUTHEAST

QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ NW $\frac{1}{4}$) OF

SECTION 8, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA,

The full legal description is included in the attached exhibit in this staff summary.

Bernardo Friesen is requesting that the property be Re-Zoned as R-1, Residential.

The current Zoning District designation for this parcel is RES, Reserve District.

The RES Zoning District is used for properties as they are annexed into the City limits and for which there is no immediate proposal for use of the property other than the existing use, which

is typically agricultural. This is the case with the property for which Mr. Friesen is requesting a change in Zoning. It has been used for agricultural purpose to this point in time.

The proposed request for re-zoning would extend the R-1 Zoning District from the parcels directly to the North and East and therefore would not create an island or "spot zone". The proposed use of the property would be single family homes.

A re-zoning request is a proposal to change the Official Zoning Map, and therefore requires that Planning and Zoning Commission make a recommendation to the Storm Lake City Council. The Planning and Zoning Commission will review this request at their December 28th meeting. The City Council will need to hold a public hearing and three readings to approve the request..

FISCAL IMPACT: Approximately \$300.00 for the cost of publication, mailings, and Attorney's fees.

RECOMMENDATION: Set The Public Hearing for the January 3, 2022 Council Meeting.

ATTACHMENTS:

Description	Type
▣ Application	Backup Material
▣ Map	Map
▣ Full Legal Description	Backup Material
▣ Notice to the Public	Backup Material
▣ Notice to the Public - City Council Meeting	Backup Material

MINOR SUBDIVISION REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



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

PROPERTY ADDRESS:

1012 Highway 110

PROPERTY OWNER:

Ben Friesen

OWNER ADDRESS
(if different than above):

1124 E 8th St Storm Lake
IA 50588

OWNER PHONE NUMBER:

712-299-3744

OWNER EMAIL:

bfriesen9@msn.com

The City of Storm Lake Subdivision Ordinance requires the property owner to submit the information located in Article 3 of the Storm Lake Subdivision Ordinance and in the Subdivision Checklist, which must accompany this application before it can be considered by the Planning and Zoning Commission and the City Council:

6 copies of the proposed plat must be submitted per the Subdivision Ordinance and 8 copies are required for subdivisions outside the corporate limits.

This application must be submitted along with all supporting documents to City Hall at least 30 calendar days before the Planning and Zoning meeting.

Attach a plat showing the locations, dimensions, and use of the applicant's property and all property within three hundred (300') feet including streets, alleys, railroads, and other physical features.

If disturbing more than an acre of land, you will need to apply for a NPDES General Permit #2 with Iowa Department of Natural Resources.

The request for a minor subdivision will be heard by the Planning and Zoning Commission and the City Council at separate meetings. A minor subdivision can have simultaneous review of a preliminary and final plat.

The City of Storm Lake will notify all property owners within three hundred (300') feet of the applicant's property notifying them of the upcoming hearing.

The City of Storm Lake will notify the applicant of the hearing date.

The City of Storm Lake will publish a public hearing notice in a locally circulated newspaper not less than 10 days and no more than 20 days prior to the meeting.

A non refundable application fee of **\$300.00** is required at time of the application. The fee will not be refunded if the request is denied by the Planning and Zoning Commission or the City Council.

MINOR SUBDIVISION REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



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

ADDRESS OF PROPERTY:

1012 Highway 110

LEGAL DESCRIPTION OF PROPERTY:

08-90-37 Storm Lake Corp
Hayes tract #1 in sec 14

PRESENT ZONING CLASSIFICATION:

RES

REQUESTED ZONING CLASSIFICATION:

R-1

EXISTING USE OF PROPERTY:

Farm field

REQUESTED USE OF PROPERTY:

Single family dwellings.

SIGNATURE OF PROPERTY OWNER:

Brieven

Date:

11-11-21

City of Storm Lake Use

Meeting Date:

Appeal No.:

Application Fee Paid:

Date:

Date Application Deemed Complete:



www.iowadot.gov

FINAL TERMS AND CONDITIONS

Acknowledgement of requirements and stipulations

Request Number : 6444

Date: October 28, 2021

Applicant Ben Friesen
1124 E 8TH
Storm Lake ,IA 50588
712-299-3744
bfriesen9@msn.com

Access Use : Access to a residential or farm property

Access Type : Type C

Operational Restrictions : All Directions

LOCATION DATA

Highway: IA 110 N County: Buena Vista District: 3
Side of road: West Reference Post: 12 Offset: 0.964
Section: 8 Township: T90N Range: R37W

ENTRANCE DETAIL

Access Width: 25 Radius(feet): (1) 25 (2) 25
Pipe size (inches): 24 Pipe length (feet): 50 Pipe apron required: No
Enclosures: Standard Terms and Conditions

SPECIAL REQUIREMENTS / STIPULATIONS

DECLARATION

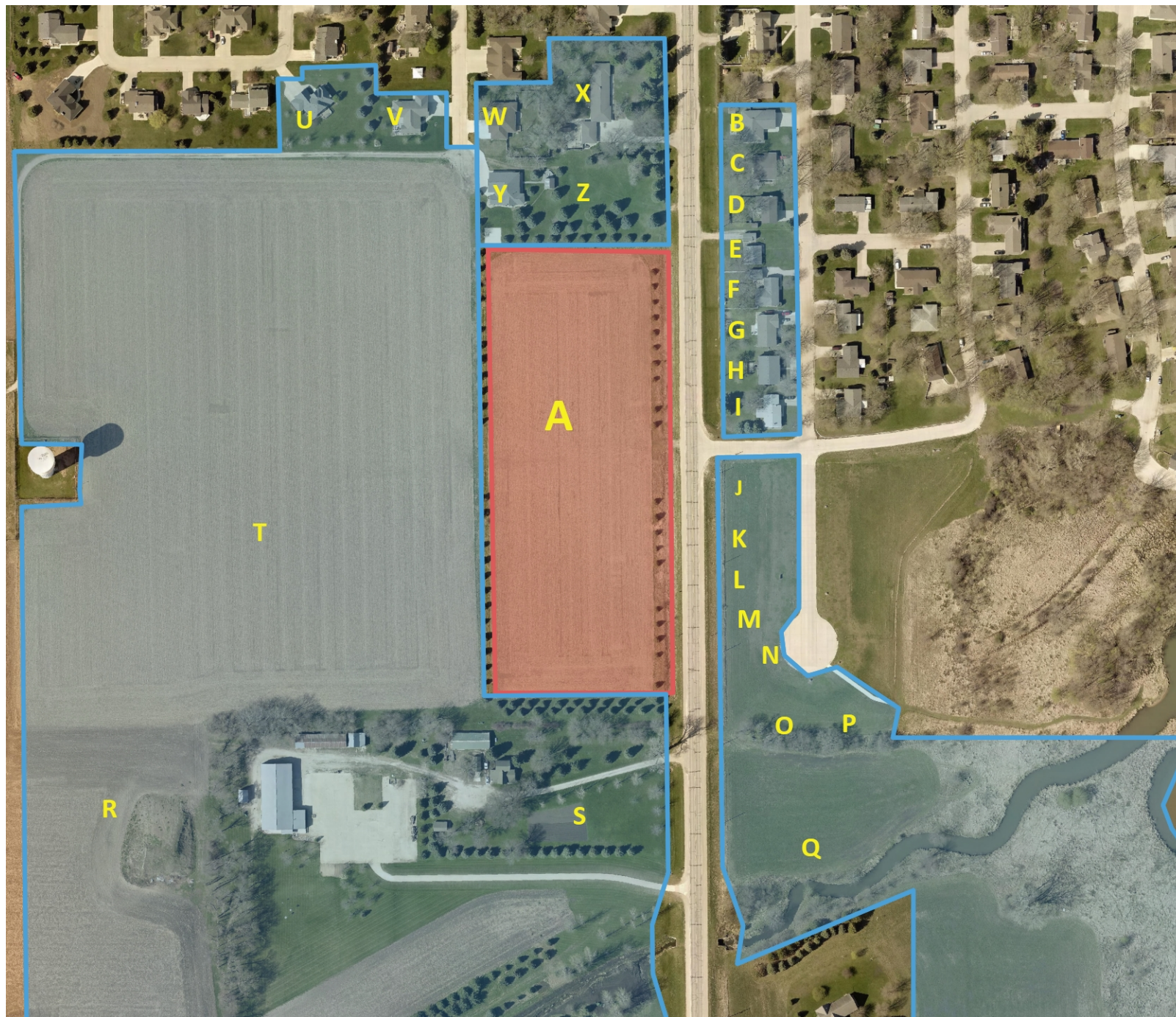
Under penalty of perjury, I, Ben Friesen, declare I am the legal owner of record of the property abutting the Primary Highway System for which this permit will be issued. Intentional misrepresentation of existing or future conditions shall be considered sufficient grounds for application rejection, permit denial or revocation of a permit. The terms and conditions of this permit are binding upon all assigns, successors - In-interest, heirs and occupants. Any changes in the use of a permitted entrance shall require a issuance of a revised permit.

Permittee agrees to indemnify, defend and hold harmless the State Of Iowa and employees and agents in both their official and individual capacity, from any and all liability, claims, damages and expenses including attorney's fees and litigation costs, resulting from or arising out of the construction or continues use of the permitted access connection. If the entrance is not constructed within one year from date of issuance of the permit by the Iowa DOT, the Iowa DOT shall render this agreement and request null and void.

Declarant Signature:

Date:

10/28/21



Legend

Map Name



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Storm Lake is not responsible for any inaccuracies herein contained.

0 263 Feet

© Bolton & Menk, Inc - Web GIS 12/7/2021 2:30 PM



DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ NW $\frac{1}{4}$) OF SECTION 8, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast (SE) Corner of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 8; Thence North 00° 28' 08" West, along the East line of said Northwest Quarter (NW $\frac{1}{4}$), 115.00 feet to the Point of Beginning. Thence continuing North 00° 28' 08" West, along said East line, 861.93 feet to the South line of Lot A in said Section 8; Thence South 89° 43' 15" West, along said South line, 415.65 feet to the Southwest (SW) corner of said Lot A; Thence South 00° 28' 08" East, 860.64 feet; Thence North 89° 53' 53" East, 415.65 feet to the Point of Beginning.

Tract contains 8.22 Acres and is subject to all easements of record.



NOTICE OF PUBLIC HEARING FOR PUBLICATION

PLANNING AND ZONING COMMISSION

CITY OF STORM LAKE

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

File number: **2021-4**

Date: December 28, 2021

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

In person at City Hall

By Telephone: Dial: **1-312-626-6799** or toll-free: 1-888-475-4499
Webinar ID: **825 5453 3554**

By Computer: <https://us06web.zoom.us/j/82554533554>

A petition for a Zoning Map Amendment Change Request in the RES District as applied to the property described as:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼) OF SECTION 8, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast (SE) Corner of the Northwest Quarter (NW ¼) of said Section 8; thence North 00° 28' 08" West, along the East line of said Northwest Quarter (NW ¼), 115.00 feet to the Point of Beginning. Thence continuing North 00° 28' 08" West, along said East line, 861.93 feet to the South line of Lot A in said Section 8; Thence South 89° 43' 15" West, along said South line, 415.65 feet to the Southwest (SW) corner of said Lot A; Thence South 00° 28' 08" East, 860.64 feet; Thence North 89° 53' 53" East, 415.65 feet to the Point of Beginning

has been requested by Ben Friesen. Tract contains 8.22 Acres and is subject to all easements of record.

The petition requests approval of a Zoning Map Amendment Change in the RES Reserve District to allow for a change to R1 Low Density Residential District.

A public hearing will be held by the **Planning and Zoning Commission** on **December 28, 2021, at 5:00 p.m.** at which time you may appear if you so desire, either in person or by agent or attorney, in opposition to or support of the proposed Zoning Map Amendment Change. You may attend In person at City Hall, By Telephone: **Dial: 1-312-626-6799** or toll-free: **1-888-475-4499** Webinar ID: **825 5453 3554** or By Computer: <https://us06web.zoom.us/j/82554533554>

Respectfully submitted,

Scott Olesen
Zoning Administrator

For legally required publications, the designated official newspaper for the City of Storm Lake is the Pilot Tribune Newspaper.

NOTICE OF PUBLIC HEARING FOR PUBLICATION
CITY COUNCIL
CITY OF STORM LAKE



P & Z File number: 2021-4

Date: January 3, 2022

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

In person at City Hall

By Telephone: Dial: **1-312-626-6799** or toll-free: 1-888-475-4499
Webinar ID: **933-2006-3301**

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

A petition for a Zoning Map Amendment Change Request in the RES District as applied to the property described as:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼) OF SECTION 8, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast (SE) Corner of the Northwest Quarter (NW ¼) of said Section 8; thence North 00° 28' 08" West, along the East line of said Northwest Quarter (NW ¼), 115.00 feet to the Point of Beginning. Thence continuing North 00° 28' 08" West, along said East line, 861.93 feet to the South line of Lot A in said Section 8; Thence South 89° 43' 15" West, along said South line, 415.65 feet to the Southwest (SW) corner of said Lot A; Thence South 00° 28' 08" East, 860.64 feet; Thence North 89° 53' 53" East, 415.65 feet to the Point of Beginning

has been requested by Ben Friesen. Tract contains 8.22 Acres and is subject to all easements of record.

The petition requests approval of a Zoning Map Amendment Change in the RES Reserve District to allow for a change to R1 Low Density Residential District.

Upon recommendation from the Planning & Zoning Commission **The City Council will meet on Monday, January 3, 2022, at 5:00 P.M.** You may attend in person at City Hall, By Telephone Dial: **1-312-626-6799** or toll-free: 1-888-475-4499 Zoom Meeting ID: **933-2006-3301**, or By Computer: <https://zoom.us/j/93320063301>

You yourself, an agent or an attorney may attend in opposition to or support of the proposed Zoning Map Amendment Change in the RES Reserve District to allow for a change to R1 Low Density Residential District.

Respectfully submitted,

Scott Olesen
Zoning Administrator

For legally required publications, the designated official newspaper for the City of Storm Lake is the Pilot Tribune Newspaper.

Staff Summary

12/20/2021

Agenda Item # 8.



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

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building & Code Compliance Director

SUBJECT: **Motion Approving Professional Services Agreement with Bolton & Menk for the 2022 4th Street Watermain Improvements Project**

BACKGROUND:

The 4th Street watermain east of Vilas Road currently is not 'looped' into other portions of the system, resulting in stagnant water and water quality concerns. This dead-end configuration routinely requires additional staff operational support to address the water quality of the watermain.

The recent construction of the Sunrise Pointe development has extended the watermain system from E. Milwaukee Avenue to 4th Street. This has provided a cost-effective opportunity to connect the 4th Street watermain to the watermain within the Sunrise Pointe development and complete the 'loop'.

The intended project also includes construction of a bulk water sales filling station and related site/utility improvements east of the street department shop. The filling station will provide 24-hr bulk water access to the public, increase water accountability, and reduce staff time associated with the public's accessing of bulk water.

This professional services agreement will provide engineering services for the aforementioned public infrastructure improvements. Following the provisions of our current five (5) year agreement with Bolton & Menk for infrastructure engineering, this agreement under consideration is project specific to the public infrastructure improvements project.

FISCAL IMPACT: Not to exceed \$58,350; \$52,250 fee for design engineering and

bidding services; \$6,100 for geotechnical engineering services.

RECOMMENDATION: Approve the agreement with Bolton & Menk for engineering services for the 2022 4th Street Watermain Improvements project.

ATTACHMENTS:

Description		Type
	Agreement	Contract

**CITY OF STORM LAKE, IOWA AND BOLTON & MENK, INC.
TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES**

TASK ORDER NO: 14 – 2022 4th Street Watermain Improvements

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: December 20, 2021

DATE OF AMENDMENT NO. 1 TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES: December 21, 2020

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: November 5, 2018

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services (“Master Agreement”) and as amended (“Amendment”) as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement and Amendment. CLIENT and CONSULTANT agree as follows:

1.0 Scope of Services:

CONSULTANT shall perform the Services listed within the attached Exhibit I. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows.

TASK	DESCRIPTION	Total Cost
1	Design Engineering and Bidding Services	\$52,250
2	Geotechnical Evaluation Services	\$6,100
TOTALS		\$58,350

Task 1 will be invoiced on an hourly not-to-exceed basis, subject only to adjustments for a change in scope of services performed that are agreed upon in writing by CLIENT and CONSULTANT.

Task 2 is an estimated amount entailing geotechnical evaluation subconsultant services. Actual cost will be invoiced in accordance with Section III.A.3 of the Master Agreement.

(Remainder of this page intentionally left blank)

3.0 Schedule:

Schedule for performance of Services will be as follows, such that all services will be completed by December 31, 2022.

December 2021	• Authorization of Design Engineering and Bidding Services
December 2021 – February 2022	• Preliminary and Final Design Engineering
March – April 2022	• Bid Letting and Contract Award

4.0 Deliverables

Deliverables will be as set forth within the attached Exhibit I.

5.0 Term

In the event that the Schedule for this Task Order extends beyond the term of the Amendment, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Amendment through the completion of CONSULTANT'S obligations under this Task Order or until a new Amendment is executed incorporating this Task Order.

6.0 Other Matters

None

7.0 Project Managers

Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

CITY OF STORM LAKE, IOWA
David Derragon
620 Erie Street
Storm Lake, Iowa 50588
Office Phone: 712-732-8000
Email: derragon@stormlake.org

BOLTON & MENK, INC.
Josh Pope, P.E.
218 11th Street SW Plaza
Spencer, Iowa 51301
Office Phone: 712-580-5075
Email: Joshua.Pope@bolton-menk.com

CITY OF STORM LAKE, IOWA

BOLTON & MENK, INC.

By: _____

By: Wesley W. Brown

Printed Name: Michael Porsch

Printed Name: Wesley W. Brown, P.E.

Title: Mayor

Title: Principal-in-Charge

ATTACHMENTS TO THIS TASK ORDER:
Exhibit I – Consultant's Services

EXHIBIT I – CONSULTANT’S SERVICES

TASK ORDER NO. 14 – 2022 4th STREET WATERMAIN IMPROVEMENTS

CITY OF STORM LAKE, IOWA

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The CONSULTANT agrees to provide civil engineering services required for the construction of a bulk water sales filling station located at 433 Vilas Road and watermain extension improvements along 4th Street near the proposed Chloe Lane intersection. Field data collection and geotechnical evaluation services will be performed for the portion of 4th Street from Oates Street to Chloe Lane.

The basic improvements anticipated as part of this Agreement include installation of the filling station and related site & utility improvements, installation of watermain & connection to existing watermain dead ends, roadway patching, turf restoration, and other related items.

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

Task 1: Field Data Collection, Design Engineering, and Bidding Services

Task 1.1: Project Administration and Coordination

CONSULTANT will offer regular updates on next steps and upcoming project requirements. CONSULTANT will also prepare and provide miscellaneous project correspondence, scheduling, invoicing, and budget management necessary for expediting work products and project decision-making. Schedule updates will be provided on a regular basis.

Task 1.2: Field Data Collection

CONSULTANT will complete a topographic survey to provide base mapping, a digital terrain model, and utility information within the project corridor. Utility coordination will be completed to include private utility information on the topographic survey. For purposes of this subtask, the project corridor is defined as the portion of 4th Street from Oates Street to proposed Chloe Lane.

Task 1.2: Final Plan Sheets

CONSULTANT will prepare comprehensive, detailed construction plans for the proposed improvements. This task includes preparation of applicable plan sections such as:

- Title Sheet
- General Layout
- Statement of Estimated Quantities
- Typical Sections/Construction Details
- Existing Conditions and Utilities Plans
- Removal Plan
- Construction Plan and Profile
- Traffic Control Plan
- Stormwater Pollution Prevention and Erosion Control Plan

Task 1.3: Project Specifications

CONSULTANT will prepare special provisions to submit with the final construction plan.

Task 1.4: Engineer's Estimate

CONSULTANT will prepare an engineer's cost estimate based on the final plans and specifications.

Task 1.5: Submittals

CONSULTANT will submit design plans and other documents for review at the following stages of completion:

- 60% Plan Review – submittal to include preliminary design plans and preliminary cost estimate
- 95% Plan Review – submittal to include final design plans, specifications, and engineer's estimate. CONSULTANT will incorporate CLIENT comments from the 60% plan review.
- Final Plan Approval – submittal of final design plans, specifications, and engineer's estimate for approval and signatures. Any final CLIENT comments will be addressed in this submittal

Task 1.6: Permitting Applications

CONSULTANT will prepare permit and submit the Construction Permit Applications and the Contract Documents to the Iowa DNR for review and approval. CLIENT will be responsible for applicable permitting application fees. Anticipated permit applications include:

- Iowa Department of Natural Resources
 - National Pollutant Discharge Elimination System Permit
 - Water Supply Construction Permit

Task 1.7: Bidding Phase Services

CONSULTANT will prepare and publish the advertisement for bid and distribute the bid documents. CONSULTANT will provide responses to questions from contractors and issue addenda as required. CONSULTANT will attend the bid opening, prepare the resultant bid tabulation, and provide verification of submitted bids as part of the contract award recommendation to be provided to the CLIENT. Upon CLIENT award, CONSULTANT will distribute the Contract to the selected contractor and secure the required contractor submittals necessary to commence construction.

Task 2: Geotechnical Evaluation Services

CONSULTANT will perform a geotechnical exploration of the project corridor entailing the collection of soil borings and analysis of subsurface soil properties/groundwater information. The resulting analysis will provide recommendations of pavement subgrade preparation, suitability of existing material for pipe bedding/trench backfill, and pavement section thickness. For purposes of this task, the project corridor is defined as the portion of 4th Street from Oates Street to proposed Chloe Lane.

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section 1.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Additional services may include:

1. Professional services associated with environmental/cultural resources studies.

2. Professional services associated with easement and property acquisition including (and not limited to) performance of boundary and easement surveys for the purpose of describing project sites and easements, preparation of property descriptions, site maps, assistance with eminent domain proceedings, court preparation, and testimony.
3. Professional services associated with the removal of contaminated soils and/or hazardous materials.
4. Professional services associated with construction administration and engineering.

Staff Summary

12/20/2021

Agenda Item # 9.



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

REPORT TO: Honorable Mayor and City Council

FROM: Ron Covert, Water Quality Operations Supervisor

SUBJECT: **Motion to Approve Letter of Agreement with SCE, LLC for On Call Infrastructure Repair Services**

BACKGROUND: The City of Storm Lake advertised a Request for Qualifications for On Call Infrastructure Repair Services. The purpose of this RFQ is to ensure that adequate resources are available when needed for emergency repairs to the City's water and sewer system.
SCE, LLC, through this Letter of Agreement, will receive an annual retainer of \$5,000 to be paid following Council approval. Costs for repairs will be based on SCE, LLC's normal fee schedule. Response time when called will be one hour.

FISCAL IMPACT: \$5,000 at this time

RECOMMENDATION: Approve the Letter of Agreement with SCE, LLC for On Call Infrastructure Repair Services

ATTACHMENTS:

Description	Type
□ Letter of understanding	Backup Material
□ RFQ	Backup Material
□ RFQ - SCE Response	Backup Material



December 20, 2021

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

SCE, LLC
Cory Bouchard
5047 Hwy 3
Cherokee, IA 51012

Re: On Call Infrastructure Repairs

Dear Mr. Bouchard:

This letter of understanding is intended to confirm our plans to engage your company for On Call Infrastructure Repair Services. The City of Storm appreciates your willingness to complete work when needed in emergency situations.

The City is agreeable to an annual retainer in the amount of \$5,000. Payment of the retainer will be made promptly at the first City Council meeting following approval. Any repair work performed will be paid at the rates normally charges by SCE, LLC following submission of an invoice. Ron Covert, Water Quality Director, will be the contact for this project.

The City appreciates our working relationship. Do not hesitate to contact us if you have any questions.

Respectfully,

Keri Navratil
City Manager

Acceptance: _____
SCE, LLC
Cory Bouchard

**REQUEST FOR QUALIFICATIONS (RFQ)
CITY OF STORM LAKE, IOWA
ON CALL INFRASTRUCTURE REPAIR SERVICES**

I. INTRODUCTION

- A. The City of Storm Lake, Iowa is requesting qualifications to provide On Call Infrastructure Repair Services for the City of Storm Lake, Iowa.

II. GENERAL INSTRUCTIONS

- A. Interested engineering firms shall submit 2 hard copies of their qualifications submittal no later than 12:00 PM on DECEMBER 15, 2021 to the following address:

CITY OF STORM LAKE
ATTN: City Clerk /Mayra Martinez
620 Erie Street
P.O. Box 1086
Storm Lake, Iowa 50588

- B. Any questions or comments regarding the request shall be submitted to Mayra Martinez, City Clerk, telephone number (712) 732-8000, or email address cityclerk@stormlake.org.
- C. The length of the qualifications submittal shall not exceed 3 pages.
- D. The qualifications submittal shall not contain non-applicable promotional materials and shall address only the points requested in the document.
- E. The City of Storm Lake reserves the right to reject any submittal that does not comply with the requirements of this RFQ.

III. BACKGROUND

Through the Iowa Department of Natural Resources, the City of Storm Lake has been issued an MS4 permit (Municipal Separate Storm Sewer System). Storm Lake is also listed as an impaired body of water.

The purpose of this solicitation is to select a firm to negotiate agreement, including a retainer, for On Call Infrastructure Repair Services for the City of Storm Lake, Iowa.

Two (2) complete sets of RFQs shall be submitted in a sealed envelope. The electronic copy can be emailed. Once submitted, RFQs become the property of the City of Storm Lake and as such the City reserves the rights to use any ideas contained in any RFQ whether that respondent/firm is selected.

IV. SCOPE OF SERVICES

On Call Infrastructure Services may include but not limited to:

- On Call availability to repair broken utility lines in emergency situations
- Company proximity within twenty-five (25) miles of Storm Lake, IA
- On site response to emergency calls within one hour

V. SUBMITTAL CONTENTS

A. Submittals shall include the following sections:

- a. Cover letter
- b. Provide the following information relative to your firm:
 - i. Organization name and business address, including telephone number and FAX number
 - ii. Year established. Number of years in business under current firm name.
- c. Firm Structure
 - i. Provide the number of available staff in the firm
 - ii. Lead Manager's name and experience.
- d. References
 - i. References of two (2) clients for whom similar work has been completed.

VI. SELECTION PROCESS

The Selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on a 100 point rating scale based on the following criteria.

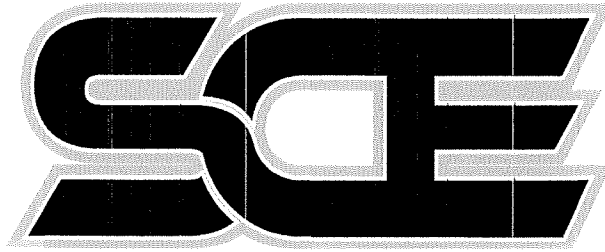
- | | |
|---|-----------|
| • Overall Qualification of Team | 30 points |
| • Previous Experience with Municipal Government | 20 points |
| • Ability to meet schedules and deadlines | 30 points |
| • Stability | 10 Points |
| • References | 10 points |

The City may select one (1) firm to provide services based on this evaluation or it may choose to follow-up with an interview if necessary. This process will result in the selection of a firm to provide services. The City reserves the right to reject any and all RFQs for any reason whatsoever. The City may waive informality or irregularities in the RFQs received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQs.

VII. SUMMARY

The firm that the City believes to be the best qualified, based on the criteria above, will be asked to negotiate a contract for services. Costs incurred by firms responding to this RFQ will be the responsibility of each firm.

Cory Bouchard, Member
Maria Bouchard, Member



5047 HWY 3
Cherokee, IA 51012
Phone: (712) 225-6224
Fax: (712) 225-6207

CITY OF STORM LAKE
ATTN: City Clerk/ Myra Martinez
620 Erie St.
P.O. Box 1086
Storm Lake, IA 50588

RE: Request for Qualifications for City of Storm Lake on call infrastructure repair services

To Whom it May Concern:

My name is Cory Bouchard, I am the owner of SCE, LLC based in Cherokee, IA. We are a construction firm specializing in site utility installation and repair. We currently provide the following services for many communities and residents in NW Iowa.

Sanitary Sewer

- Main line installation and repair
- Service line installation and repair
- Sewer cleaning and televising
- Sanitary structure installation and repair

Water

- Main line installation and repair
- Service line installation and repair
- Fire hydrant installation and repair
- Gate valve installation and repair

Storm Sewer

- Main line installation and repair
- Bio Swale installation and maintenance
- Storm Sewer cleaning and televising
- Storm sewer structure installation and repair

Concrete

- Cutting
- Removals
- Patching

Business Details:

Schoon Construction and Excavation LLC, (dba: SCE, LLC)
5047 HWY 3
Cherokee, IA 51012

712-225-6224 (office)
712-225-6297 (fax)

Established 2014 (7 years as current company)

Currently has two (2) office and six (6) field staff

Lead Manager: Cory Bouchard (19 years experience)

Refernces: City of Cherokee Public Works Director, Luke Gravenish 712-229-5309
City of Cushing Street/Water Superintendant, Dave Carstens 712-229-2767

Feel free to contact me with any questions.

Sincerely,



Cory Bouchard
Schoon Construction and Excavation LLC

Staff Summary

12/20/2021

Agenda Item # 10.



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

REPORT TO: Honorable Mayor and City Council

FROM: Ron Covert, Water Quality Operations Supervisor

SUBJECT: **Resolution No. 53-R-2021-2022 Approving Final Completion and Final Payment of the Water Treatment Plant Motor Control Center Replacement Project**

BACKGROUND: The City of Storm Lake Water Treatment Plant's existing motor control center (MCC) was found to be obsolete but is an integral component in the water treatment process and necessary for the operational reliability of the plant to replace this equipment.

The attached Certificate of Substantial Completion notes all work items have been complete.

FISCAL IMPACT: The value of the contract with Power Solutions is \$240,994.81 with 1 previous change order. Retainage will be paid pursuant to State Code.

RECOMMENDATION: Adopt Resolution No. 53-R-2021-2022 Approving Final Completion and Final Payment of \$18,526.93 for the Water Treatment Plant Motor Control Center Replacement Project.

ATTACHMENTS:

Description	Type
□ Substantial Completion	Backup Material
□ Resolution No. 53-R-2021-2022	Resolution

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Storm Lake
Contractor: Power Solutions, Inc.
Engineer: ISG – Michael D. Nelson, P.E.
Project: Water Plant MCC Replacement

Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.: 19-23848
Contract Name: Storm
Lake Water Treatment
Plant MCC Replacement
Base Bid + Alternate 1

This Final Certificate of Substantial Completion applies to:

☒ All Work

☐ The following specified portions of the Work:

November 26, 2021

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's
responsibilities:

☒ None

☐ As follows

Amendments to
Contractor's responsibilities:

☒ None

☐ As follows:

The following documents are attached to and made a part of this Certificate: *Punch List*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:	RECEIVED:
By: <u>Chad Jones</u>	By: _____	By: <u>[Signature]</u>	
(Authorized signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Process Control Designer</u>	Title: _____	Title: <u>President</u>	
Date: <u>11/26/2021</u>	Date: _____	Date: <u>12/7/21</u>	

Punch List



Project Name: 23848 Storm Lake Water Plant MCC Replacement

Meeting Date: November 24, 2021

Comm No.: 0

IMPORTANT NOTE: The following list of deficiencies shall be signed and returned to our office within 7 days of the above date. All items should be marked corrected unless it is impossible to do so. If this is the case, we request some explanation for each item that cannot be corrected at this time. Until this final list is corrected, no consideration will be given to approving the release of final retainage. Please check the Yes column for the corrected items and the No column for the items not corrected.

ITEM	ROOM # OR AREA	DESCRIPTION	COMPLETED Y N	CONTRACTOR	DATE
1	MCC Room	Patch wall openings where equipment was removed.			
2	MCC Room	Seal around pipes where passing through walls and floors.			
3	MCC Room	Touch up painting of walls where equipment was removed.			
4	MCC Room	Remove peeling paint on MCC housekeeping pad, and repaint.			
5	MCC Room	Update H1 panelboard label with proper circuit identification.			
6	MCC Room	Install floor tile.			
7	MCC Room	Clean dust from servers.			
8	Control Room	Label new relays in control panel for interlocking HSP's.			
9	Control Room	Provide wiring schematic for how each new HSP relay is connected.			
10	Generator Room	Seal around pipes where passing through wall.			
11	Garage/Shop	Cap old conduits to ATS and replace cover on old feeder junction box in wall.			
12	Garage/Shop	Install cover/seal openings in wall and old junction box where feeder conduits pass through wall into filter room.			
13	Garage/Shop	Remove tape from conduits.			
14	Pump Room	Finish painting new conduits in space (pumps and trolley).			

RESOLUTION NO. 53-2021-2022

**RESOLUTION ADOPTING FINAL COMPLETION AND FINAL PAYMENT FOR THE
WATER TREATMENT PLANT MOTOR CONTROL CENTER REPLACEMENT
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 Water Treatment Plant Motor Control 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 \$250,050.00 was awarded to Power Solutions, Inc for the project; and

WHEREAS, Change Order No. 1 decreased the project cost in the amount of \$9,055.19 for a total contract amount of \$240,994.81 adding an additional 240 working days; and

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

Section 1. Final payment, pursuant to State Code, will be made to Power Solutions, Inc in the amount of \$18,526.93.

PASSED AND APPROVED this 20th day of December, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

12/20/2021

Agenda Item # 11.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Motion Approving Professional Services Agreement with Bolton & Menk for the Comprehensive Plan and Zoning Code Update**

BACKGROUND: The City of Storm Lake's previous Comprehensive Plan was completed in 2013 and the City's current Zoning Code was completed in 2013 with minor adjustments since that time.

To continue progress and ensure future community viability, an update to the existing Comprehensive Plan and Zoning Code is needed. Such updates will ensure the City is providing the appropriate services to its citizens and encouraging the right type of growth in the right areas.

At the Council meeting on December 6, 2021, Bolton & Menk was selected to provide professional services for the update to the Comprehensive Plan and Zoning Code. The agreement is included and the fee proposed is reasonable for the services planned.

FISCAL IMPACT: Fees will not exceed \$125,880; Estimated \$121,660 for the Comprehensive Plan Update and estimated \$4,220 for the Zoning Code Update.

RECOMMENDATION: Approve the agreement with Bolton & Menk for professional services for the Comprehensive Plan and Zoning Code Update in an amount not to exceed \$125,880

ATTACHMENTS:

Description	Type
□ Agreement	Contract

**CITY OF STORM LAKE, IOWA AND BOLTON & MENK, INC.
TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES**

TASK ORDER NO: 15 – Comprehensive Plan

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: December 20, 2021

DATE OF AMENDMENT NO. 1 TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES: December 21, 2020

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: November 5, 2018

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services (“Master Agreement”) and as amended (“Amendment”) as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement and Amendment. CLIENT and CONSULTANT agree as follows:

1.0 Scope of Services:

CONSULTANT shall perform the Services listed within the attached proposal dated July 7, 2021. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows.

TASK	DESCRIPTION	Total Cost
1	Comprehensive Plan	\$121,660
2	Zoning Code Update	\$4,220
TOTALS		\$125,880

Tasks 1 and 2 are estimated, not-to-exceed amounts. Actual costs will be invoiced in accordance with Section III.A.1 of the Professional Services Agreement.

3.0 Schedule:

Schedule for performance of Services will be generally as described within the attached proposal dated July 7, 2021. The schedule is advanced such that all services will commence January 2022 and be completed by June 30, 2023.

4.0 Deliverables

Deliverables will be as set forth within the attached proposal dated July 7, 2021.

5.0 Term

In the event that the Schedule for this Task Order extends beyond the term of the Amendment, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Amendment through the completion of CONSULTANT'S obligations under this Task Order or until a new Amendment is executed incorporating this Task Order.

6.0 Other Matters

None

7.0 Project Managers

Project managers and contact information for the CLIENT and CONSULTANT for this Amendment, if different than the Master Agreement, are as follows:

CITY OF STORM LAKE, IOWA
David Derragon
620 Erie Street
Storm Lake, Iowa 50588
Office Phone: 712-732-8000
Email: derragon@stormlake.org

BOLTON & MENK, INC.
Josh Pope, P.E.
218 11th Street SW Plaza
Spencer, Iowa 51301
Office Phone: 712-580-5075
Email: Joshua.Pope@bolton-menk.com

CITY OF STORM LAKE, IOWA

BOLTON & MENK, INC.

By: _____

By: _____

Printed Name: Michael Porsch

Printed Name: Wesley W. Brown, P.E.

Title: Mayor

Title: Principal-in-Charge

ATTACHMENTS TO THIS AMENDMENT:

Proposal for Comprehensive Plan dated July 7, 2021

Staff Summary

12/20/2021

Agenda Item # 12.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Motion Approving Professional Services Agreement with ISG for the Downtown Master Plan**

BACKGROUND: At the Council meeting on December 6, 2021, ISG was selected to provide professional services for the update to the Downtown Master Plan. In addition to the Master Plan, a Community Rebranding option is also included. The agreement is included and the fees are reasonable for the services planned.

FISCAL IMPACT: Fees will not exceed \$98,000 for the Downtown Plan and \$15,000 for Community Rebranding

RECOMMENDATION: Approve the agreement with ISG for professional services for the Downtown Master Plan update in an amount not to exceed \$113,000

ATTACHMENTS:

Description	Type
☐ Agreement	Contract
☐ Fee Proposal	Backup Material

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between City of Storm Lake (Owner) and I&S Group (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Downtown Strategic Master Plan (Project). Engineer's services under this Agreement (Services) are generally identified as Planning, Design, and Engagement Services for Downtown Storm Lake, as summarized in Appendix 2 ("Fee Proposal") and detailed in full in the Statement of Qualifications attached hereto as Appendix 3 ("Services").

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time periods as set forth in Appendix 2 ("Fee Proposal").
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Basis of Payment
 - 1. Lump Sum. Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount of **\$113,000**. The Lump Sum phases as outlined in Appendix 2 ("Fee Proposal") are subdivided as follows:

Phase 1: Visioning + Goals	<u>\$19,500</u>
Phase 2: Draft Strategic Master Plan	<u>\$42,500</u>
Phase 3: Finalize Strategic Master Plan	<u>\$24,000</u>
Phase 4: Consideration, Adoption, and Implementation of Plan	<u>\$12,000</u>
Optional Service, Community Rebranding	<u>\$15,000</u>
- E. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

- A. Termination for Cause
 - 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds

- a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this

Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. **Owner agrees that Engineer shall not be responsible for damages arising directly from any delays for causes beyond Engineer's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters; fires, riots, war, epidemics, other emergencies or acts of God (Force Majeure); failure of any government agency to act in a timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if delays resulting from any such causes increase the cost or time required by Engineer to perform its services in an orderly and efficient manner, Engineer shall be entitled to an equitable adjustment in schedule and/or compensation.**
- E. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- F. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by

- Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- H. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- I. Engineer shall procure and maintain Professional Liability Insurance in the Annual Aggregate amount of \$2,000,000 excluding fees, cost and expenses of investigation, claims adjustment, defense, and appeal. Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from the negligence, and professional errors or omissions, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or consultants in the performance of this Agreement (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's Professional Liability insurers in settlement or satisfaction of Owner's Claims under the terms and condition of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). Certificates of insurance will be provided to Owner upon request.
- J. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- K. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- L. This Agreement is to be governed by the laws of the state in which the Project is located.

- M. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

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

Attachments:

Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Fee Proposal

Appendix 3, Services

This Agreement's Effective Date is December 20, 2021.

Owner:

City of Storm Lake

By:

(authorized individual's signature)

Date:

(date signed)

Name:

Title:

Engineer:

I&S Group, Inc.

By:



(authorized individual's signature)

Date:

December 15, 2021

(date signed)

Name:

Staci Williams

Title: Water Resources and Community
Engagement Lead

Address for Owner's receipts of notices:

City of Storm Lake

620 Erie Street

Storm Lake, IA 50588

Address for Engineer's receipt of notices:

I&S Group, Inc.

1725 N. Lake Ave.

Storm Lake, IA 50588

APPENDIX 1, ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Employee Type	Hourly Rate	Employee Type	Hourly Rate	Employee Type	Hourly Rate
Administrative		IT Specialist		Technology Designer	
I - IV	\$66-124	I - Senior	\$108-160	I - Senior	\$99-179
Applied Technology Specialist		Interior Designer		Technology Engineer	
I - Senior	\$91-136	I - Senior	\$110-170	I - Senior	\$121-190
Architect		Land Surveyor		Visualization Specialist	
I - Senior	\$109-190	I - Senior	\$101-180	I - Senior	\$145-176
Architectural Designer		Land Survey Specialist		Videographer	
I - Senior	\$100-142	I - Senior	\$91-136		\$124
Business Developer		Landscape Architect		Water/Wastewater Designer	
I - Senior	\$124-187	I - Senior	\$117-187	I - Senior	\$96-143
Business Writer		Landscape Designer		Water/Wastewater Engineer	
I - Senior	\$93-103	I - Senior	\$102-139	I - Senior	\$123-190
Civil Engineer		Marketing Consultant/Specialist		Water/Wastewater Project Manager	
I - Senior	\$123-190	I - Senior	\$103-160	I - Senior	\$124-190
Civil Designer		Mechanical Engineer		Equipment Expenses	
I - Senior	\$96-138	I - Senior	\$121-190	3D Laser Scanner	\$63
Community Resource Planner		Mechanical Designer		All-Terrain Vehicle	\$25
I - Senior	\$112-165	I - Senior	\$99-136	Drone	\$125
Construction Administrator		Project Coordinator		Mapping Grade GPS	\$19
I - Senior	\$99-140	I - IV	\$111-145	Survey Grade GPS/Robotics	\$56
Drone Specialist		Project Manager		Traffic Counter	\$11
I - Senior	\$91-136	I - Senior	\$124-190		
Electrical Engineer		Refrigeration Designer			
I - Senior	\$121-190	I - Senior	\$105-160		
Electrical Designer		Refrigeration Engineer			
I - Senior	\$99-179	I - Senior	\$125-210		
Environmental Scientist/ Engineer/Specialist		Senior Finance Consultant			
I - Senior	\$109-170		\$160		
GIS Specialist		Structural Engineer			
I - Senior	\$109-169	I - Senior	\$118-190		
Graphic Designer		Technical Writer			
I - Senior	\$88-108	I - Senior	\$124-139		

Mileage is billed at the IRS allowable rate.
Consultant subcontracts are billed at
cost +10%.

City of Storm Lake Downtown Master Plan

Fee Proposal



FOR:

David Derragon
Assistant City Manager

City of Storm Lake
620 Erie Street
PO Box 1086
Storm Lake, Iowa 50588

712.732.8000
derragon@stormlake.org

FROM:

Danielle Propst, AICP
Planner and Project Manager

ISG
508 East Locust Street
Des Moines, IA 50309

515.243.9143
Danielle.Propst@ISGInc.com

Art Baumgartner, AIA
Architect

641.990.7282
Art.Baumgartner@ISGInc.com

DECEMBER 15, 2021

David Derragon
Assistant City Manager

City of Storm Lake
620 Erie Street
PO Box 1086
Storm Lake, IA 50588
712.732.8000
derragon@stormlake.org

400+
EMPLOYEES

44
STATES LICENSED

ZWEIG GROUP
HOT FIRM LIST FOR 2021

TOP 500
2021 ENR FIRM

**RE: Fee Proposal for the City of Storm Lake
Downtown Strategic Master Plan
Storm Lake, Iowa**

ISG

David,

Thank you for the opportunity to submit a fee proposal for the City of Storm Lake Downtown Strategic Master Plan. A lump sum fee for each of the four (4) phases is outlined below.

COMPENSATION

ISG proposes to provide the scope of work described within our previously submitted Statement of Qualifications for compensation in accordance with the following schedule:

SERVICE	COMPENSATION
Phase 1: Visioning + Goals	\$19,500
Deliverables - Review past planning documents and reports - Define and refine project vision, opportunities, and priorities to guide the drafting of the Plan - Create strategic engagement materials for the City and stakeholder input session	
Phase 2: Draft Strategic Master Plan	\$42,500
Deliverables - Provide draft concepts for the Plan and associated supplemental materials and recommendations - Create strategic engagement materials for public and stakeholder input sessions	
Phase 3: Finalize Strategic Master Plan	\$24,000
Deliverables - Update preferred concepts for the Plan and associated supplemental materials and recommendations - Provide strategic engagements materials for public input - Gather public feedback at the community event	

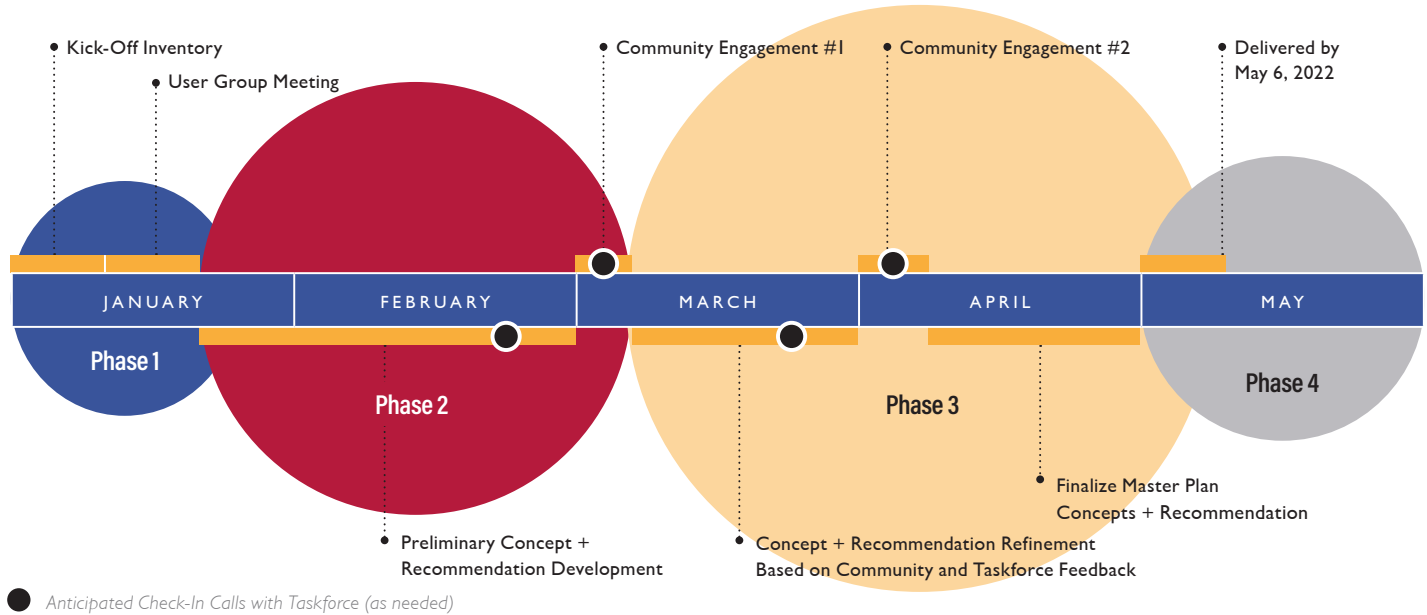
Phase 4: Consideration, Adoption, and Implementation of Final Downtown Strategic Master Plan	\$12,000
Deliverables - Submit final Plan with supportive graphics and visualizations, funding opportunities, and implementation strategies for Council Consideration - Provide Plan implementation support as needed	
TOTAL	\$98,000

OPTIONAL SERVICE	COMPENSATION
Community Rebranding	\$15,000
Integrated throughout each of the above phases, this additional service will leverage outlined engagement methods to refresh the City of Storm Lake's branding to better reflect the City's diversity, vibrancy, and opportunities.	
TOTAL	\$15,000

Reimbursable Expenses

Anticipated reimbursable expenses such as travel, mileage, and printing are included within the compensation listed above.

PROPOSED SCHEDULE



ISG appreciates the opportunity to submit our fee proposal and partner with the City of Storm Lake to develop a forward-thinking and implementable Downtown Strategic Master Plan. We look forward to providing you with responsive service, a collaborative approach, and timely delivery.

Sincerely,

Danielle Propst

Danielle Propst, AICP
Planner and Project Manager

Art Baumgartner

Art Baumgartner, AIA
Architect

City of Storm Lake

Downtown Master Plan



Statement of Qualifications

FOR:

Attention: Mayra Martinez
City Clerk

City of Storm Lake
620 Erie Street
PO Box 1086
Storm Lake, Iowa 50588

712.732.8000
cityclerk@stormlake.org

FROM:

Art Baumgartner, AIA
Architect

ISG
508 East Locust Street
Des Moines, IA 50309

641.990.7282
Art.Baumgartner@ISGInc.com

Danielle Propst, AICP
Planner

515.243.9143
Danielle.Propst@ISGInc.com



ARCHITECTURE

Architecture
Interior Design
Landscape Architecture
Planning

ENGINEERING

Civil
Drone Services
Electrical
Land Surveying
Mechanical
Municipal
Refrigeration
Steam + Power
Structural
Technology
Telecommunications
Transportation
Water/Wastewater
3D Scanning

ENVIRONMENTAL

Assessments + Review
Geographic Information Systems
Permitting + Compliance
Planning + Feasibility
Testing + Monitoring

PLANNING

Community
Municipal
Resources
Urban



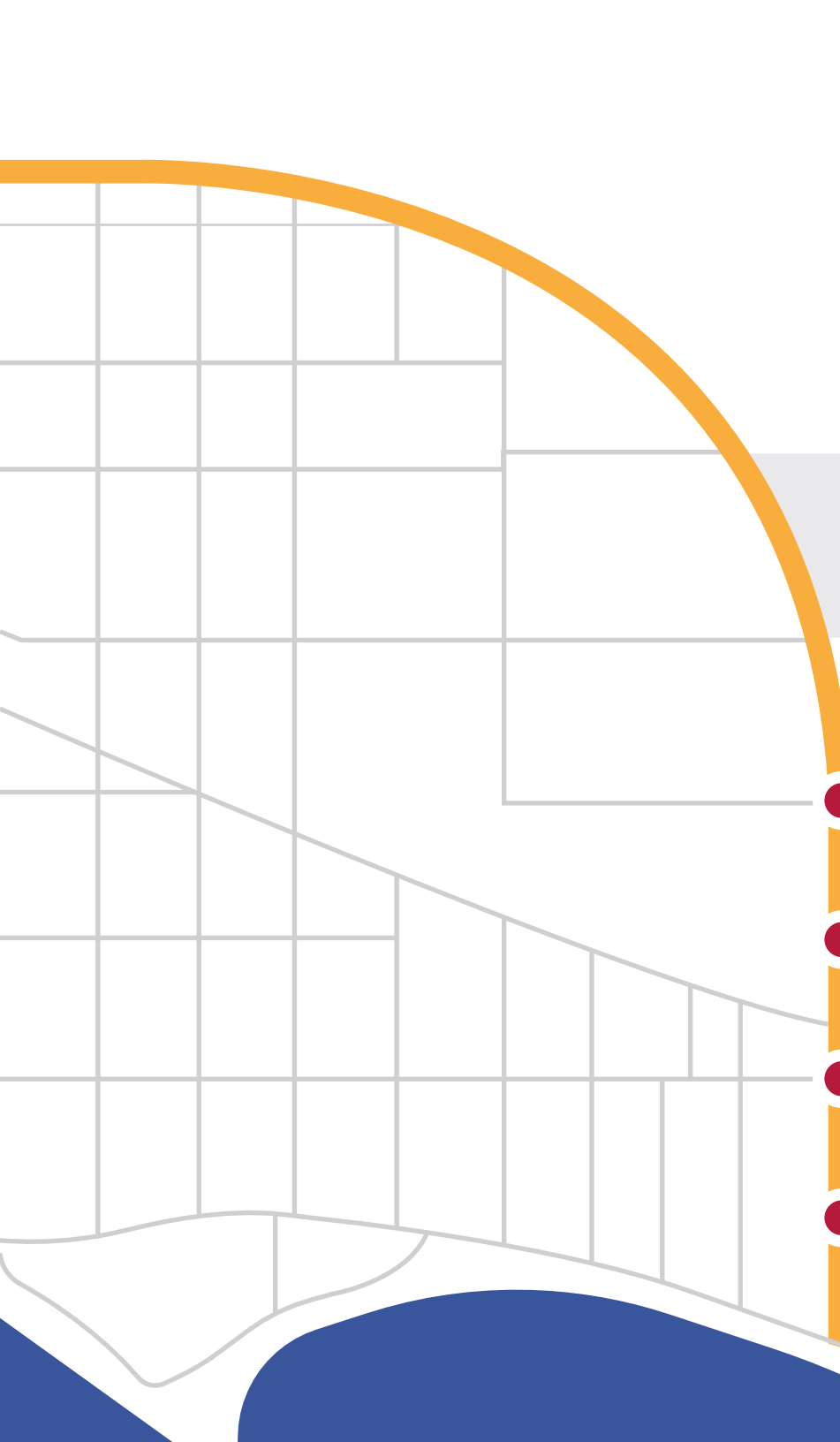


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July 7, 2021

Mayra Martinez
City Clerk
City of Storm Lake
620 Erie Street
PO Box 1086
Storm Lake, Iowa 50588
712.732.8000
cityclerk@stormlake.org

350+
EMPLOYEES

44
STATES LICENSED

ZWEIG GROUP
HOT FIRM LIST FOR 2021

TOP 500
2021 ENR FIRM

RE: **Statement of Qualifications for City of Storm Lake Downtown Master Plan**
Storm Lake, Iowa

Mayra,

Though rich in tradition, the City of Storm Lake (the City) desires a clear vision for the future of its historic Downtown—one that celebrates its diversity, and preserves and revitalizes the traditional small town character and quality-of-life amenities that are unique to Storm Lake. Backed by demonstrated, dynamic planning expertise, ISG stands eager to collaborate with the community to develop an implementable, forward-thinking strategic master plan that **enhances Storm Lake's Downtown identity and experience.**

INCLUSIVE ENGAGEMENT

To create a plan that is truly reflective of the diverse needs of our community's residents and businesses, ISG will create a robust, tailored engagement plan. Using a variety of virtual and in-person tools, our in-house community engagement specialists and marketing team will capture the overarching desires, needs, and goals of the community and build consensus to **drive planning and design decisions, as well as help forward-thinking citizens invest in a common vision.**

IMPLEMENTABLE PLANS

ISG's team not only develops visions, we **create implementable paths to bring those visions to life.** By engaging the community and considering economic vitality, ongoing maintenance needs, and broader community context, our multi-disciplinary team of planners, community engagement specialists, grants and funding experts, architects, landscape architects, and engineers develop realistic, feasible plans and assist in acquiring appropriate funding opportunities to bring those ideas to life and stimulate redevelopment and economic growth in communities.

ISG

LOCAL + INVESTED

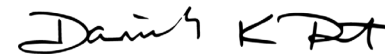
As residents of Storm Lake, the City is not just another client—it is a place where we live, work, and play. Frequent users of our downtown area, the ISG team is personally and professionally invested in the success of the Downtown Strategic Master Plan, and is backed by the necessary knowledge to develop an informed, highly contextual plan to preserve and enhance the past, present, and future of the community.

Above all, we will remain a dedicated, responsive partner to the City of Storm Lake. Serving as the community's advocate, we will garner meaningful feedback from our community's residents and businesses. Bringing a combination of our extensive planning and design expertise, we will develop **a dynamic, flexible framework that provides a vision for the future** of Storm Lake's Downtown and surrounding community.

Sincerely,



Art Baumgartner, AIA
Architect



Danielle Propst, AICP
Planner

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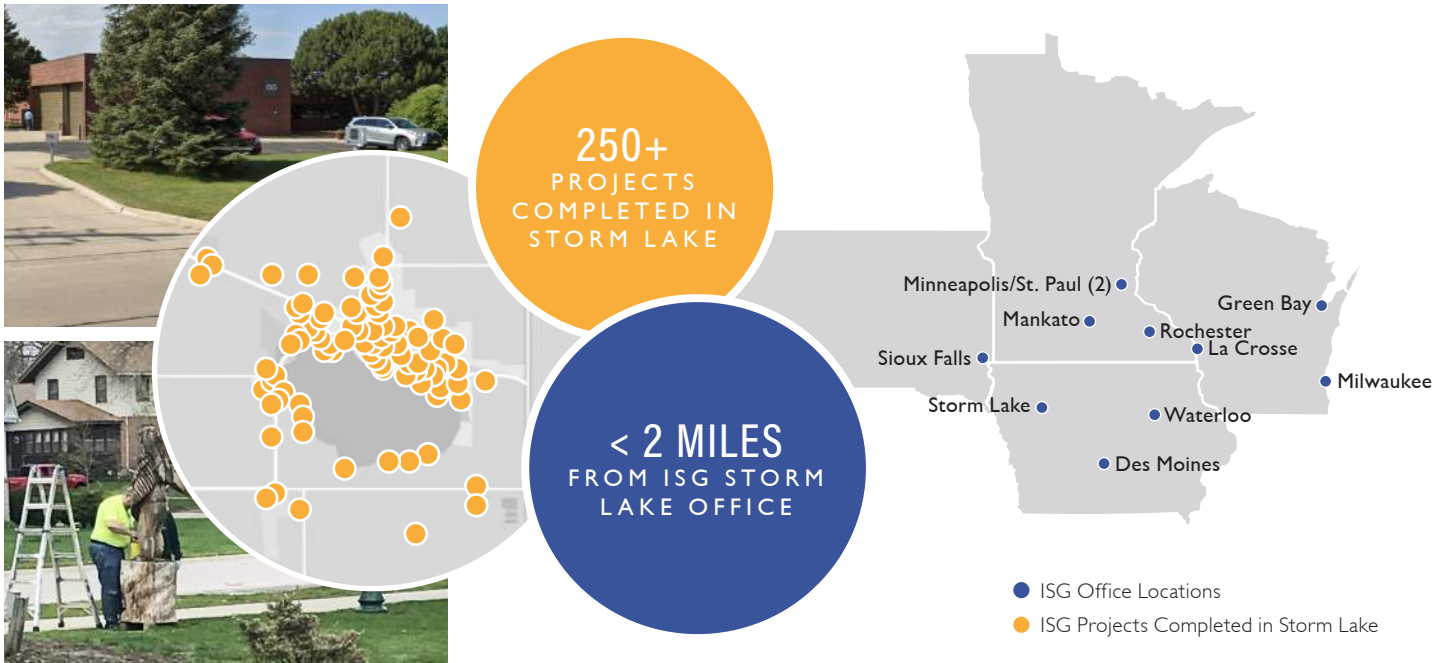
**Professional
Qualifications + Experience**

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Professional Qualifications + Experience

QUALIFICATIONS OF CONSULTANT

ISG has a rich history, that extends over 48 years, of building trusting relationships with clients, stakeholders, and the community. As a multi-disciplinary firm that is 100 percent owned by employees, ISG serves numerous business units and fosters strong collaboration between all disciplines, providing clients a diverse knowledge base, high level of creativity, and broad perspective. ISG's business philosophy is centered around building relationships and constantly adding value through new and creative technologies, professionals, and ideas. ISG's flexibility makes it possible; our focus and innovative solutions make it happen.



LOCAL + CONNECTED

Committed to working alongside the City and community of Storm Lake, ISG has completed over 250 projects in the City within the past 10 years. Spanning multiple markets, each public and private partnership within the City has contributed to a deep contextual familiarity with the community's goals and needs, the City's preferred processes, and existing infrastructure. ISG will leverage this first-hand understanding, connections to local, state, and federal agencies, and proximity to the project site to provide responsive service and maximum return on investment for the City.

Architecture

- Architecture
- Interior Design
- Landscape Architecture
- Planning

Engineering

- Civil
- Drone Services
- Electrical
- Land Surveying
- Mechanical
- Municipal
- Refrigeration
- Steam + Power
- Structural
- Technology
- Telecommunications
- Transportation
- Water/Wastewater
- 3D Scanning

Environmental

- Assessments + Review
- Geographic Information Systems
- Permitting + Compliance
- Planning + Feasibility
- Testing + Monitoring

Planning

- Community
- Municipal
- Resources
- Urban

PRESERVING + ENHANCING COMMUNITY IDENTITIES

When developing master plans, we strive to address the community's current and future needs, while respecting the character, history, and context of the environment. These considerations, combined with artistic vision and listen-first stakeholder collaboration, result in sustainable and functional plans that immediately impact communities, and continue to adapt with their growing needs long into the future.



Historic Preservation

Historic facilities that embrace the area's local context and legacy are at the epicenter of vibrant communities and create a unique sense of identity. ISG has extensive experience with historic rehabilitation projects, including façade restoration and adaptive reuse. By focusing on providing a detailed analysis of existing conditions and historical relevance, and incorporating the right mix of design elements and maintenance solutions, ISG develops sustainable solutions that preserve the historic significance of structures.



Creating a Sense of Place

Studies have proven that the greater connection residents feel to their own communities, the more likely they are to actively invest time, energy, and resources in its growth. Placemaking strengthens and connects the physical and cultural identity that defines each community and yields themes, plans, and designs that resonate most with users to create a lasting impact.



Establishing Cultural Significance

By engaging stakeholders throughout the design process, we strive to create meaningful spaces that cater to each community's unique needs, and connect community members to one another and their environment. Community celebrations of art, culture, and history through strategic public space design offer engaging opportunities to strengthen connections while creating places of significance for residents and visitors alike to enjoy.

PLANNING, ARCHITECTURE, AND LANDSCAPE ARCHITECTURE EXPERTISE

Design + Planning Services

Adaptive Reuse + Sustainable Design
Capital Improvement Plans + System Plans
Community + Stakeholder Engagement
Full Architecture + Engineering Design
Funding Research + Analysis
Historic Preservation + Environmental Conservation
Master Planning + Programming
Resource Planning
Placemaking
Visualization

Design Components

Accessibility
Community Culture + Messaging
Courtyards, Community Gardens + Green Space
Façade
Lighting Elements
Memorials + Specialty Art
Mixed-Use Developments
Multi-Modal Transportation
Pavement Management
Parking + Traffic Circulation
Pedestrian Connectivity
Public Works Infrastructure
Signage, Wayfinding, and Gateways
Streetscaping
Stormwater Management
Urban Facilities/Amenities

INCLUSIVE ENGAGEMENT

To develop a master plan that celebrates the City's rich history, embraces the community's unique culture, and captures the diverse needs of residents, ISG will employ tailored, multilingual engagement strategies to ensure all voices are heard. By targeting both businesses and community members, we will create a forward-thinking plan that will help give physical form to the ideas the community shares and spark excitement for implementation.



StoryMaps

An interactive project tool that features project details, community survey options, mapping, engagement activities, and improvement goals and ideas all in one place. Going beyond the community survey, that focuses on the project itself, this tool results in valuable subjective public feedback. Strategic graphic design elements are used to draw the audience's attention to special features throughout the site.



Check out the City of Orange City's custom StoryMap site!

bit.ly/3vXKUPB

Community Surveys

ISG's online surveys are a great way to make sure that all voices are heard. Easily accessible virtual community surveys are quick, yet thorough—making them a great alternative to in-person practices. Feedback from the survey contributes to planning, funding, and design efforts as we can integrate ideas into project plans for a more supportive community. This feedback is presented to the client in an easy-to-read format of infographics and images created by our in-house marketing team.



Before + After Imagery

Interactive before and after slider images showcase the current conditions in contrast with concept renderings to offer stakeholders a preview how designs will transform into reality. The Interactive Slider allows users to view before and after images to bolster project support and effectively convey the vision.



Check out the City of Madison's Downtown Before and After Visuals!

bit.ly/3franHR

TOOLBOX

- 360 Degree Photos
- Advertisements
- Brochures
- Coloring Pages
- Drone Flyovers
- Email Blasts
- FAQ Resource Documents
- Flyers
- Handouts
- Local Newspaper Stories
- Media Advisories
- Postcards
- Posters
- Presentations
- Press Conferences
- Press Releases
- Radio Advertisements
- Sandwich Boards
- Social Media
- Videos
- Virtual Live Events
- Virtual Walk-Throughs
- Visual Animations
- Visualization Renderings
- Website Development
- Yard Signs



TARGETED OUTREACH

User Group Meetings + Open Houses

ISG enacts a fully collaborative process for community engagement, ranging from user group meetings targeting stakeholders directly engaged in the project to ensure planning initiatives are visionary, to community open house events designed to gather feedback, celebrate successes as the planning process progresses, and spark community enthusiasm for plan adoption and implementation. ISG sees community engagement events as an opportunity to meet residents where they live and play in their communities and holds these events in locations that are easily accessible and community-oriented, while also taking the opportunity to partner engagement events with existing festivals or events. Taking valuable input gathered from these engagement sessions, ISG's broad based participation plan will ensure the Downtown Strategic Master Plan has a shared sense of community ownership and implementation support.

Customized Deliverables

ISG's in-house marketing team and community engagement professionals work together to develop customized postcards, flyers, surveys, newsletters, etc. to increase excitement and raise awareness of project efforts. This allows for both low- and high-tech engagement methods to promote inclusivity and reach a wide representation and portion of the community.



GIS INTEGRATION

As local residents, we have a first-hand perspective of the area and understand the importance of integrating unique engagement opportunities and design components that will resonate with the social and economic climate, physical landscape, and individual needs of the community.

By utilizing technologies like Geographic Information Systems (GIS), we can further analyze Storm Lake's demographics and identify consumer, recreational, and tourism trends, socioeconomics, hobbies, and activities that residents and tourists participate in. These multi-layered records are easily built upon to create powerful visuals and maps valuable to drive decision-making and relay project details during planning efforts—resulting in a master plan that will provide an implementable vision for the future of the City.



Want more? Check it out!

bit.ly/3xTWjAs

DEMOGRAPHIC SUMMARY



10,547
Population



33.1
Median Age



3.51
Average Family Size



\$50,838
Median Household Income



77
American Indian/Alaska
Native Population



7,180
Non-Hispanic Population



133
Pacific Islander Population



2,059
Asian Population



6,654
White Population



4,379
Hispanic Population



602
Black/African
American Population



379
Two or More
Races Population

CONSUMER BEHAVIORS



10%
Visited a Museum in the
Last 12 Months



16%
Visited a Theme Park in the
Last 12 Months



\$24
Average Amount Spent by
Household on Ticket to
Parks or Museums



73%
Went to Family Restaurant
in the Last 6 Months



\$2,778
Average Amount Spent by
Household at Restaurants
per Year



\$1,649
Average Amount Spent by
Household on
Apparel + Services

STRATEGIC FUNDING

GRANTS + FUNDING ASSISTANCE

ISG's designated team of grant and funding professionals provide essential services to identify, target, and plan for downtown revitalization, water resources, and sports and recreation grant opportunities. Using a layered and creative approach that incorporates timing, in-kind and matching funding, and public private partnerships, the team researches funding sources to identify opportunities at local, state, and federal levels, ultimately creating a unique funding strategy that will cater to the City's vision for their downtown.

ISG's grant and funding professionals have helped Iowa communities secure over \$40.8 million in grant funding, while leveraging almost \$52.7 million in public and private dollars for community improvement projects.

CDBG FUNDING EXPERTISE

The Community Development Block Grant Program (CDBG) is a federal program funded by the U.S. Department of Housing and Urban Development (HUD) that provides a wide range of grants in different dollar amounts used to benefit communities. This source of funding has been successfully secured for **27 community improvement projects in Iowa**, making use of the Downtown Revitalization Fund, the Opportunities and Threats Fund, and the Water and Sewer Fund. Over **\$11 million in CDBG funding** has been awarded for ISG projects, which created the opportunity to leverage more than \$41 million in outside funding for community improvement projects. In the early planning stages of master planning efforts, ISG's grant writing team will identify whether your project is eligible for this grant and assist in gathering necessary application requirements. CDBG funding is just one example of the ways in which ISG supports and connects our clients with innovative funding solutions at the federal level.



CDBG EXPERIENCE SNAPSHOT

Wright County

Eagle Grove, IA



Humboldt County

Livermore, IA



Gilmore City, IA



Kossuth County

Wesley, IA



Titonka, IA



Swea City, IA



Pocahontas County

Rolfe, IA



Laurens, IA



Calhoun County

Lohrville, IA



Rinard, IA



Rockwell City, IA



Buena Vista County

Sioux Rapids, IA



Albert City, IA



Alta, IA



Partial List



MAIN STREET COMMUNITIES

ISG's team member, Art Baumgartner, AIA has experience with the Main Street program, including guiding communities through the application process, applying for specific grants that are open to Main Street Iowa communities (like the Main Street Iowa Challenge Grant), and providing additional training and technical assistance for member communities.

The Main Street Iowa program is modeled after the national Main Street Program and uses a four-point approach to make historic commercial districts vibrant and thriving districts of commerce; bringing economic, social, physical, and political health back to our traditional historic districts.

- **Organization.** Paid program director for the community who brings together the public sector, private groups, and citizens to work together
- **Economic Restructuring.** Diversifies the economy of the historic district by identifying market niches, uses for vacant or under used spaces, improving business practices
- **Design.** Utilizes appropriate design and preservation concepts that enhance the aesthetic quality of the district (buildings, signs, landscaping, environment, etc.)
- **Promotion.** Community focus on the district as a source of pride, social activity, and economic development potential

Iowa Economic Development Authority (IEDA) Programs

The ISG team has experience guiding communities and property owners through the downtown investment and revitalization funding programs offered through the IEDA and its partner agencies, including:

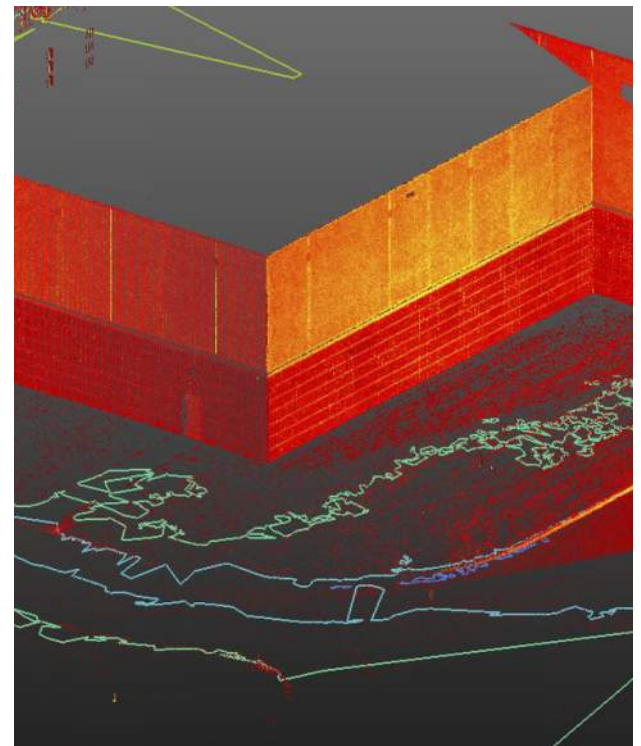
- Community Catalyst Building Remediation Grant Program
- Nuisance Property & Abandoned Building Remediation Loan Program
- CDBG Downtown Revitalization Fund
- State Historic Preservation Office Grants
- Derelict Building Program



Green Infrastructure + Downtown Revitalization Funding Experience

With experience in layering private, local, state, and federal funding sources to plan, design, and construct transformational and environmentally responsible downtown streetscaping and green infrastructure projects, ISG's team can assist the City in identifying potential funding sources, leveraging matching funds, and maximizing the City's return on investment. ISG's project team brings experience with the following water quality and green infrastructure funding programs and can guide the City through the design and application to ensure Storm Lake's downtown is both economically and environmentally sustainable.

- State Revolving Fund (SRF) Sponsored Projects Project
- Water Quality Initiative (WQI) Grant
- CDBG funding
- Tax Increment Financing (TIF)





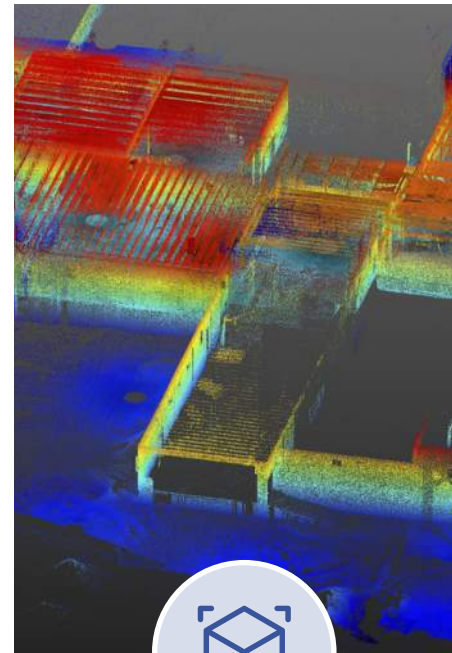
Drone

ISG's in-house drone technology can be used in a wide array of applications supporting the ongoing needs of the City. Using images collected during fly-overs, ISG's in-house certified drone pilots capture aerial survey photos, quickly model surfaces, and develop preliminary site plans more efficiently than traditional methods to streamline the design process and enhance stakeholder engagement materials.



Visualization

Creating engaging visual materials that capture ideas and concepts and bring them to life through 3D animation is a beneficial tool that allows individuals to experience designs first-hand. Working closely with ISG's marketing team, these tools create opportunities to showcase innovation and ingenuity to the external public through various multi-platform deliverables to develop consensus around shared visions.



3D Scanning

ISG does more than just safely scan buildings—we take hyper-detailed 3D imagery and incorporate it into critical design software to create real world 3D as-built conditions. This helps designers pinpoint 3D clashes in the design phase. ISG's technology also saves money and time by helping to minimize change orders that may arise due to poor existing conditions documentations.



Check out ISG's
Drone Capabilities

bit.ly/ISG_Drone



Check out ISG's
Visualization Services

bit.ly/visualizationServices



Check it out!

bit.ly/ISG_3DScanning

QUALIFICATIONS OF KEY PERSONNEL

Operating as one firm of 350+ professionals, it is natural for ISG to provide a cohesive and collaborative team on all projects, especially one that seeks to support future growth goals in the City where our employee owners live, work, and play.

From economic development specialists to planners, architects, engineers, community engagement, and visualization professionals—each member of the ISG team plays an integral role in providing unmatched pre-planning and design services. Taking a full-circle collaborative approach, ISG team members will leverage their respective skill sets, working alongside the City, stakeholders, and community to deliver a cohesive community development plan that serves as a collective vision for the future of Storm Lake.



Nathan Gruver, PLA
Landscape Architect

Project Management, Maintenance Planning, Streetscaping, Water, and Recreation Specialist



Art Baumgartner, AIA
Architect

Architecture + Building Reuse Specialist



Danielle Propst, AICP
Planner

Planning, Funding Assistance, and Community Engagement



Tom Grafft
Water/Wastewater Group Leader
Local Contact + Public Works Expert



Staci Williams
Community Engagement Lead

Funding Assistance, Community Engagement, and Water Recreation



Bryan Paulsen, AIA CID, LEED AP
Senior Architect

Architecture + Preservation Specialist



Steve Watson
Development Strategist

Strategic Advisor + Market Realities/Tourism



Nathan Gruver, PLA
Landscape Architect

Role: Project Management, Maintenance Planning,
Streetscaping, Water, and Recreation Specialist

EXPERIENCE

Nathan has extensive experience in the design of public amenities, outdoor recreation areas, and culturally significant places such as vibrant downtowns, promenades, wildlife areas, ecological restoration areas, public parks, pedestrian trails, and festival grounds. Nathan's dynamic perspective is further supported by his experience in master planning and stormwater management, which contributes to truly meaningful outdoor system design.

Passionate about his work, Nathan is driven by opportunities to enhance the quality of life across communities through landscape architecture and urban planning. With an emphasis in green infrastructure and streetscape design, he has been involved with a variety of master planning projects for communities from the early stages of schematic design through preparation of construction documents. Whether he's leading the preparation of construction drawings between various disciplines on transportation projects, conducting visual impact analysis studies, or preparing exhibits to demonstrate the effects roadways and development will have on the local landscape, Nathan brings an unrivaled dedication to meaningful places and landscapes.



By providing straight-forward landscape architecture and stormwater management solutions, a complicated design process can be streamlined to create more inclusive and unique community spaces.

EDUCATION

Bachelor of Landscape Architecture,
Iowa State University
Ames, IA

IA Registration # 00655

PROJECT EXPERIENCE

Downtown Master Plan
Madison, SD

Downtown Revitalization Plan
Humboldt, IA

Downtown Revitalization Plan
Eagle Grove, IA

Walnut Street Improvements Plan
Dallas Center, IA

Sioux City Promenade
Sioux City, IA

City of Algona Tree Trenches
Algona, IA

Central Sioux Falls
Green Infrastructure
Sioux Falls, SD

Oleson Park Master Plan
Fort Dodge, IA

EDUCATION

Master of Architecture, College of Design
Iowa State University
Ames, IA

Bachelor of Arts Fine and Studio Arts,
Grinnell College
Grinnell, IA

IA Registration #07061

PROJECT EXPERIENCE

Hamilton-Bly Downtown
Apartment Conversion Design and CDBG Application*
Grinnell, IA

City of Ames, Campustown Facade
Grant Program Design Guideline
Development and Consultation*
Ames, IA

Arcadia Cafe Campustown Facade
Grant Application and Renovations*
Des Moines, IA

Saydel Community School District*
Saylorville, Iowa

* Completed while with another firm

PROFESSIONAL ORGANIZATIONS

- Former Design Chair
- Ames Main Street
- Iowa Economic Development Authority (IEDA)



Art Baumgartner, AIA
Architect

Role: Architecture + Building Reuse Specialist

EXPERIENCE

Art has over a decade of architectural and project management experience, primarily working in the public sector, including city/county government and education projects. He has experience at every phase of the design process and strives to fully understand a client's needs before the design process starts, listening with intent and asking challenging questions upfront. This insightful process gives him a holistic understanding of the project, allowing him to guide the collaborative design and construction phases of the project, while prioritizing client goals and objectives. Backed by this approach and extensive industry experience, Art will help identify opportunities to renovate, restore, and reuse existing facilities, as well as incorporate modern improvements within the context of the Storm Lake community.



“
Downtowns are the beating hearts of their community! I look forward to hearing Storm Lake's story, learning about the community's passions, and drawing people together through visionary design and thoughtful planning.
”



Danielle Propst, AICP

Planner

Role: Planning, Funding Assistance, and Community Engagement



EXPERIENCE

Danielle's planning and capital improvement planning efforts demonstrate the value of her expertise, and each have helped communities across Iowa and beyond plan for their future. She adds comprehensive insight to the process, as she provides services that integrate land use, community and regional development, and financial resource planning efforts with the overarching goal of creating dynamic and feasible plans for ISG and its community partners. Danielle also provides grant and funding assistance services to ensure that projects gain the traction they need to be seen through to fruition.

As a member of the American Institute of Certified Planners, Danielle brings a breadth of experience leading comprehensive community planning efforts, public engagement strategies, and outreach programs customized to each project and partner, with the ability to solicit and synthesize input throughout the planning process.



I'm excited to partner with the City of Storm Lake, its active business community, and engaged residents to create a Plan that embraces its history, enhances connections to natural amenities, and creates an aspirational and achievable vision for the future.

EDUCATION

Bachelor of Science in Community and Regional Planning;
Bachelor of Science in Anthropology,
Iowa State University
Ames, IA

PROJECT EXPERIENCE

Orange City Community
Development Plan
Orange City, IA

Eagle Grove Downtown Master
Planning + Revitalization
Eagle Grove, IA

Dallas Center Downtown Streetscape
+ Green Corridor Master Plan
Dallas Center, IA

Wright County Trails System Plan
Wright County, IA

Webster County Parks, Facilities, and
Recreation Master Plan
Webster County, IA

Zoning Ordinance Updates
Various Cities, IA

Redwood Falls Comprehensive Plan
Redwood Falls, MN

EDUCATION

Bachelor of Arts in Business
Management and Entrepreneurship,
Buena Vista University
Storm Lake, IA

PROJECT EXPERIENCE

Memorial Lift Station Improvements
Storm Lake, IA

Radio Park Lift Station Improvements
Storm Lake, IA

4th Street + Barton Street Storm
Sewer Improvements
Storm Lake, IA

Water System Study
Storm Lake, IA

Wastewater Treatment Plant Nutrient
Reduction Strategy
Storm Lake, IA

Water Treatment Plant
MCC Replacement
Storm Lake, IA

Lift Station Capital Improvement Plan
Storm Lake, IA

Sanitary Sewer Collection System
Improvements
Cherokee, IA

Water Treatment Facility
Pomeroy, IA



Tom Grafft
Water/Wastewater Group Leader

Local Contact + Public Works Expert



EXPERIENCE

Tom emphasizes the importance of maintaining clear, consistent, and transparent communication with the partners he serves. As a long-time professional of the industry and resident of Storm Lake, he understands the immediate and long-term motivations that drive decision-making specific to the City. Tom works with ISG's internal team to ensure system solutions align with the overall infrastructure and development goals of each partner.

Additionally, Tom's previous experience in the construction industry allows him to bring a unique viewpoint to project management. As a leader of ISG's water and wastewater design team, he brings an operator's perspective to the table that will translate to creative and efficient solutions for the City.



Tom Grafft on Storm Lake



“

**I've lived, worked, and
played in Storm Lake for
almost 20 years, and I am
excited to see how we can
transform our downtown
into a destination that
attracts as many visitors
as our lake!**

”



Staci Williams

Water Resources and Community Engagement Lead

Role: Funding Assistance, Community Engagement, and Water Recreation

EXPERIENCE

Staci specializes in leading large collaborative planning efforts and will focus on providing strategic stakeholder engagement to bring voices together around a cohesive community vision for the future. Bringing these ideas to life, she implements these processes by helping to raise the funding necessary to realize the vision. In her public works and water quality work, Staci facilitates collaboration between various stakeholders to simulate economies, promote ecotourism, and protect and restore natural resources, open spaces, and waterways. Part of this work includes working with communities to revise ordinances and plans to improve water quality.

With a Master of Environmental Law and Policy, Staci has special interest in revitalizing Iowa's rural communities and historic downtowns, water quality, conservation efforts, and bringing sustainability to communities throughout the Midwest.



“My focus is working with communities to find ways to celebrate and elevate what makes where they live special, developing an implementable path forward, and helping to raise the funds necessary to realize that vision.”

EDUCATION

Master of Environmental Law and Policy, Vermont Law School
Royalton, VT

Bachelor of Arts in Elementary Education,
University of Northern Iowa
Cedar Falls, IA

PROJECT EXPERIENCE

Des Moines Area MPO Water Trails + Greenways Feasibility Study
Des Moines Metro, IA

Central Iowa Water Trails Implementation
Des Moines Metro, IA

Webster County Parks, Facilities, and Recreation Master Plan
Fort Dodge, IA

Webster County Nature Center + Water Trails Implementation
Fort Dodge, IA

South Heron Lake Watershed Plan + Fundraising
Heron Lake, MN

Wright County Trails Master Plan
Eagle Grove, IA

EDUCATION

Bachelor of Architecture, University
of Minnesota College of Design
Minneapolis, MN

PROJECT EXPERIENCE

Eagle Grove Downtown
Facade Restoration
Eagle Grove, IA

Downtown Mankato
Facade Renovations
Mankato, MN

Le Sueur County Historical Society -
Elysian History Museum
Elysian, MN

Le Sueur County Historical Society -
Historic Sheriff Office + Jail
Le Sueur, MN



Bryan Paulsen, AIA, CID, LEED AP
Senior Architect

Role: Architecture + Preservation Specialist

EXPERIENCE

Strong client relationships, thorough project understanding, and focused attention to each partner's unique needs are hallmarks of Bryan's 35+ year career. His expert programming and planning skills help him effectively manage a wide range of projects that not only fulfill the design intent of ISG's clients, but more importantly enhance the end user's experience.

Though well-versed in projects of varying scope and scale, Bryan offers specialized expertise with historic restoration and rehabilitation projects. From local historical societies to the Secretary of the Interior's Standards of Rehabilitation, he is knowledgeable of the regulations of numerous local, state, and federal agencies. By focusing on providing an in-depth, detailed analysis of existing conditions and historical relevance, Bryan builds upon the existing features and assets through place-based solutions. He understands the cultural significance of each space to ensure that the integrity of original buildings is maintained, new aesthetics properly blend with existing facades and character of the buildings, and that designs effectively integrate existing facilities into future programming efforts in a thoughtful manner while considering ongoing building maintenance needs..



“ **Historic preservation is where my personal and professional passions align. Restoring historic structures is not only key to preserving the past, but to enhancing each community's unique identity.** ”



Steve Watson

Development Strategist

Role: Strategic Advisor + Market Realities/Tourism

EXPERIENCE

Steve is a visionary, strategic thinker who works with business and community leaders across the State to conceptualize and implement projects that improve the economic and social vitality of their communities. As an economic development practitioner with over 16 years of experience, he understands the inter-connectivity between social, environmental and economic interests and how to build consensus between different stakeholder groups. Steve serves as a resource and guide in helping partners determine the best options for their business, including everything from project financing to public relations. He specializes in community and public engagement efforts, financing and incentives, strategic partnership opportunities, permitting, and working with regulatory agencies to ensure compliance. Steve is passionate about providing communities with the tools they need to facilitate positive change



“We have so many creative and passionate people in the Midwest that care about their communities and residents. Often times, all they really need is a partner that can champion their dreams, take their vision and put it into a plan, communicate the vision, and make a positive change.”

EDUCATION

Bachelor of Arts in Business Administration, Augustana University
Sioux Falls, SD

Graduate of the University of Oklahoma Economic Development

PROJECT EXPERIENCE

Fort Pierre Riverfront Visioning
Fort Pierre, SD

City of Canton Master Plan
Canton, SD

Farley Park Master Plan
Milbank, SD

Aspen Park Master Plan
Brandon, SD

Madison Downtown Improvement Plan
Madison, SD

De Smet Downtown Improvements
De Smet, SD

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Project Understanding + Approach

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Project Understanding + Approach



UNDERSTANDING

ISG understands the scope of this effort extends beyond simply creating a plan to improve the aesthetics of Downtown Storm Lake. Instead, it is a collaborative, community and business-driven effort to develop an implementable roadmap with deep contextual considerations to celebrate the past, present, and future of the City of Storm Lake.

Rather than working from a template, we will work together to celebrate the authentic small-town character, and prioritize the values and goals of the diverse community throughout planning and design to develop a forward-thinking vision and path of implementation for the community that is completely unique to the needs of our community to preserve and enhance our Downtown identity and experience.

DOWNTOWN OPPORTUNITY MAP

We see so much potential in our Downtown area! The opportunity map below highlights just a few of the opportunities that are possible. We look forward to the community engagement process to hear from business owners and residents to identify even more areas of opportunity and connection.





Identifying Placemaking Opportunities

The width of Lake Avenue through Downtown is one of the defining features and presents many opportunities for streetscaping and placemaking developments.



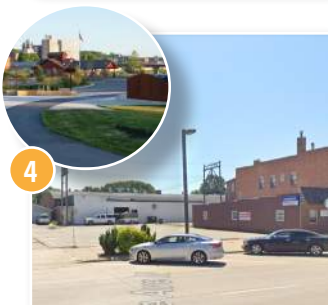
Leveraging Public-Private Partnerships

The Foundry Startup Incubator and Cowork Space present opportunities to leverage public-private partnerships for future development in the Downtown area.



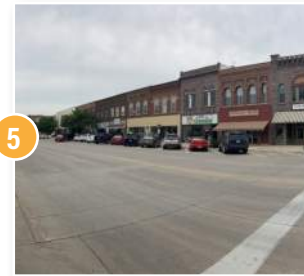
Enhancing Pedestrian Connectivity

The ample width of Lake Avenue continues through the historic neighborhood south of Downtown. Bicycle and pedestrian friendly improvements can bolster and strengthen the neighborhood's connection to both Downtown and the lake front.



Exploring Green Space Feasibility

One feature that Downtown Storm Lake is missing is green space for public gathering and community building. Is it possible for the small parking lot on the east side of the 700 block of Lake Avenue to be leveraged for green space? Would the neighboring businesses support this concept? These are the types of questions the master planning and community engagement process will explore.



Streamlining Traffic + Parking Circulation

Upon initial review, there appears to be more than sufficient on-street and off-street parking throughout the Downtown area to serve current business and service offerings. A traffic and parking analysis of the existing downtown will inform the master plan, and future parking needs will be identified based on expected growth and development.



Improving Planter Beds

The sponsored raised planter beds throughout our Downtown area is a unique feature that encourages ownership and beautification of public spaces by area businesses. However, the beds are aging and in need of an update. This is an opportunity to build on the success of the program and expand opportunities for larger/more sponsored planting beds.



Prioritizing Historic Preservation

The Vista Theater is one of several examples of art-deco architecture in the downtown area. A Facade Grant program that encourages historic preservation of this important period of Storm Lake history can serve as a catalyst for private development and improvements of public spaces.



Expanding the Downtown Footprint

While Lake Avenue is the focal point of our Downtown area, there are many quality buildings just a block or two off of the main thoroughfare. These buildings represent great opportunity for future development and expanding the already robust retail, service, dining, and business offerings on Lake Avenue.

Downtowns are the heart of our communities—economically, physically, and socially. They are the place where social and economic strength radiate out to the larger community and region. Their density and resiliency create ample opportunities to provide better and more efficient access to services, employment, housing, and arts and entertainment, while also ensuring our downtowns represent our communities and everything our residents have to offer. To channel the best of these characteristics and create an aspirational, yet achievable, Downtown Strategic Master Plan, ISG proposes a planning framework inspired by the guiding principles provided in Storm Lake's Comprehensive Plan.



Enhance Downtown Experience

- Capitalize on Storm Lake's unique downtown character that features a variety of uses and experiences and identify additional uses that are compatible to existing uses and the overall vision for downtown Storm Lake
- Continue to embrace the community's ethnic diversity and ensure it is mirrored in the retail, employment, cultural, and residential uses in downtown
- Ensure downtown Storm Lake remains a vibrant regional hub, preserving the small town character and quality-of-life amenities that are appealing to residents of all backgrounds



Stimulate Redevelopment + Economic Growth

- Develop building reuse plans for buildings that are currently vacant or underutilized
- Identify private and public funding opportunities to assist in private and public redevelopment initiatives
- Identify opportunities for additional economic activities, which may include additional tourism associated with the Lake or niche retail sectors



Create an Exceptional Walking + Biking Environment

- Identify opportunities to improve our downtown experience for pedestrians and bikers
- Encourage expanding and improving pedestrian and biking routes to community assets, tourist areas, and primary transportation routes
- Review existing trail and sidewalk networks, and identify opportunities to enhance connections and other recreational opportunities for users of all activity levels and abilities
- Identify public and private funding opportunities to support improvements to pedestrian and bicycle transportation networks



Strengthen Connections

- Leverage downtown's location to enhance connections between downtown Storm Lake, the Lake, surrounding residential neighborhoods, and auto-oriented transportation networks
- Identify enhancements to the built environment and multimodal transportation networks that will enhance connectivity and improve user accessibility
- Create a community wide wayfinding plan to encourage connectivity between different areas of Storm Lake and share the community's cohesive vision with residents and visitors alike



Encourage Healthy Community Design

- Promote architectural standards that embrace the downtown's history, while also portraying a clear vision for its future
- Encourage environmentally responsible improvements to the built environment, supported by maintenance guidelines to maximize the City's return on their investment and also maximize the environmental benefits
- Determine the best use of land and zoning for future (re)development



Add New Housing Choices

- Support existing residential uses and Storm Lake residents who currently call our downtown home
- Identify opportunities for additional complementary residential (re)development that matches the character of downtown
- Identify public and private funding sources for the (re)development of a variety of housing types downtown

Support Reinvestment

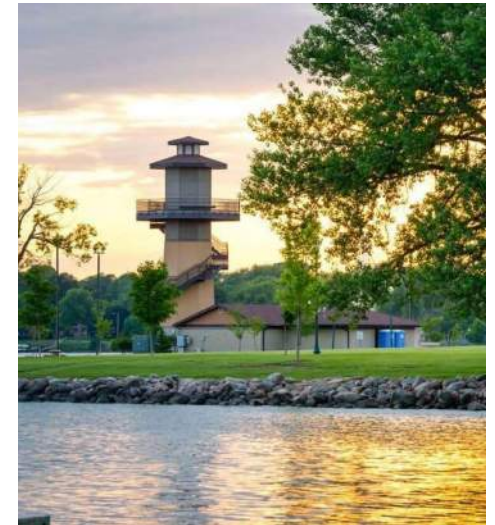
- Encourage the active and diverse business community in their continual investments in the economic wellbeing and physical assets (buildings) in Storm Lake's downtown
- Identify private and public funding opportunities to assist in downtown reinvestment efforts
- Promote sustainable (re)investments by planning for subsequent uses and owners of downtown buildings

Encourage Mixed + Compatible Uses

- Support the current mix of retail, business, and residential uses downtown and encourage the continuation of a similar mix of uses
- Ensure the mix of uses supports residents who call our downtown home, while also appealing to other Storm Lake residents and visitors

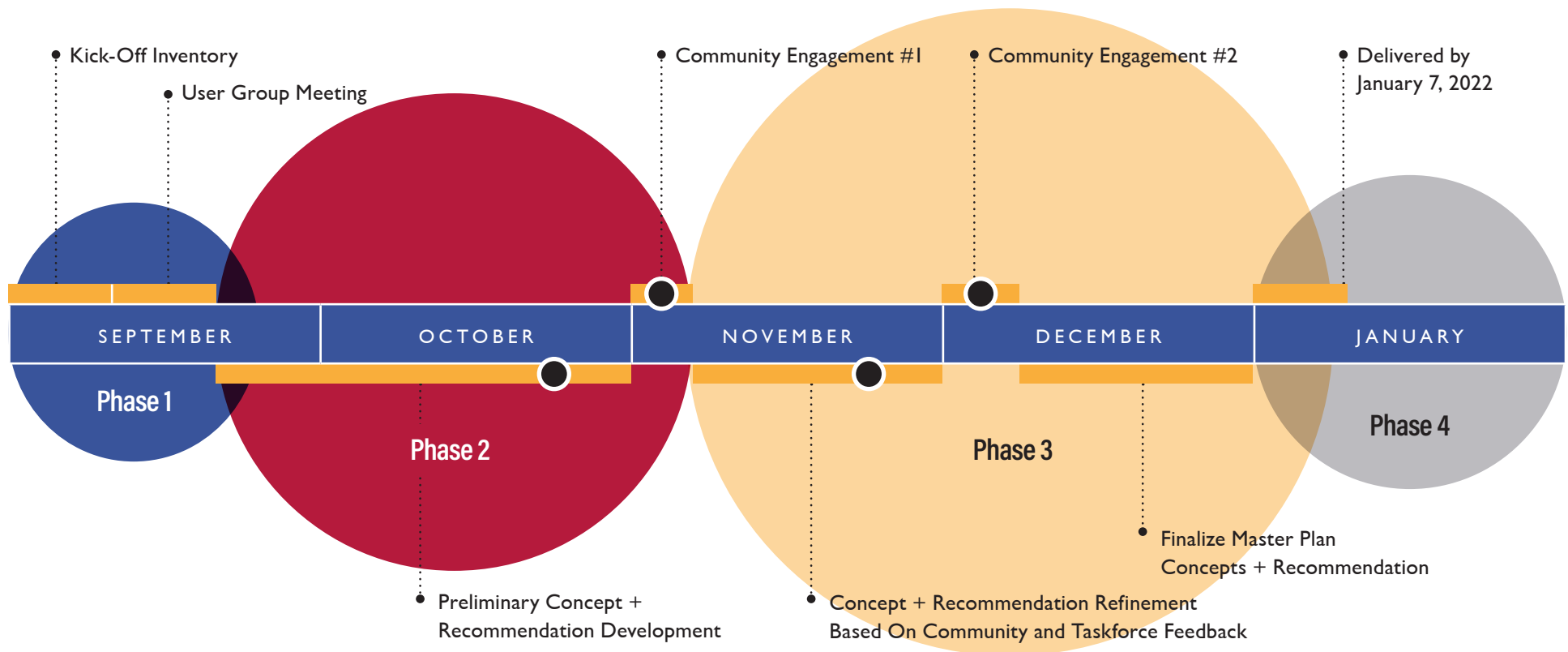
Create Inclusive, Community Spaces

- Integrate public plazas, gathering spaces, and respite areas into downtown, which incorporate public art and channel what makes Storm Lake unique
- Encourage connections between public spaces downtown and natural assets along the Lake



APPROACH

ISG utilizes its vast community planning experience early on in the process to engage and collaborate with communities to realize their visions and provide custom and tailored plans that honor their identity—and we are eager to provide these services to Storm Lake. ISG hand-selected our project team based on a passion for downtown revitalization and to ensure we had the appropriate capacity and expertise to provide the anticipated tasks and services as described in the City's RFP, in accordance with the anticipated schedule and approach outlined below and on the following pages.



● Anticipated Check-In Calls with Taskforce (as needed)



Phase 1: Visioning + Goals

September 2021

Existing Document Review

Prior to the kickoff meeting with City staff and elected officials, ISG will review the City of Storm Lake's relevant documents and reports, including the Comprehensive Plan, Capital Improvement Plan, and Zoning Ordinance.

Reviewing these documents will help guide the master planning process and provide roadmap for investing in our downtown by both private and public entities, creating connections between downtown and Storm Lake's natural amenities, and planning for the long-term success and of the many buildings and pieces that make up Storm Lake's unique downtown core.

Kickoff Meeting + Walking Tour

ISG will facilitate a kickoff meeting with City staff, elected officials, and engaged stakeholders to discuss project components, define the project vision, and finalize the project schedule and proposed stakeholder and public engagement plan. Following the kickoff meeting, ISG will also facilitate a walking tour of downtown with City staff, elected officials, or the City's designated project taskforce to conduct a site analysis. Topics covered during this site analysis may include:

- General state and condition
- Aesthetics and design (existing conditions and group ideas for improvements)
- Access and connectivity (including ADA compliance and universal use)
- Evaluation of existing and proposed infrastructure
- Review of current amenities and buildings
- Buildings of note (historical importance, need for redevelopment or reuse, need for succession planning in business ownership, etc.)

Visioning Sessions + Collaboration

ISG will take the information gathered during the kickoff meeting and site visit to facilitate user group meetings or focus group discussions with key stakeholders, who may include representatives from downtown businesses or property owners, civic groups, engaged residents, as well City staff or elected officials. These collaborative discussions are intended to define and establish wants and needs and prioritize planning initiatives.



Deliverables

Review past planning documents and reports

Define and refine project vision, opportunities, and priorities to guide the drafting of the Plan

Create strategic engagement materials for City and stakeholder input sessions



Participants

ISG Team

Project Taskforce + Stakeholders

City Staff + Elected Officials

Local Business + Civic Leaders



Phase 2: Draft Downtown Strategic Master Plan

September 2021-November 2021

ISG will incorporate feedback received during Phase 1 into a draft of the Downtown Strategic Master Plan that includes draft concepts, supporting graphics and visualizations, and implementation recommendations. The master planning team will review the draft plan and its cross-disciplinary components with project stakeholders and the larger Storm Lake community through a series of engagement sessions, utilizing a variety of in-person and electronic methods.



Deliverables

Provide draft concepts for the Downtown Strategic Master Plan and associated supplemental materials and recommendations

Create strategic engagement materials for public and stakeholder input sessions



Participants

ISG Team

Project Taskforce + Stakeholders

City Staff + Elected Officials

Storm Lake Residents



Phase 3: Finalize Downtown Strategic Master Plan

November 2021-January 2022

ISG will incorporate the feedback received during previous planning phases, project meetings, and engagement efforts into a final draft. Key components will be made available for the public to provide input or react to at a second community engagement event.

ISG will finalize the Plan to feature supplemental graphics and visualizations, funding opportunities, and implementation strategies to serve as a road map to guide decision making and future private and public investment



Deliverables

Update the final Plan and associated supplemental materials

Provide strategic engagements materials for public input

Gather public feedback at the community event

Final Plan with supportive graphics and visualizations, funding opportunities, and implementation strategies



Participants

ISG Team

Project Taskforce + Stakeholders

City Staff + Elected Officials

Storm Lake Residents



Phase 4: Consideration, Adoption, and Implementation of Final Downtown Strategic Master Plan

By January 7, 2022

The Master Plan will include supportive graphics and visualizations, recommendations, funding resources, and strategies for implementation.

ISG will maintain ongoing communication with the City post project completion to assist with any implementation or plan adoption needs.

Deliverables

Final Downtown Strategic Master Plan for Council consideration

Provide Plan implementation support as needed

Participants

ISG Team

Elected Officials

City Staff



Recurring Touch Points + Assumptions

ISG will continue communication and involvement through collaboration with the Taskforce, which consists of three to five local representatives (civic groups, business owners, City staff or elected officials, etc.) who will provide internal review and guidance and meet before and after public meetings to ensure thoughtful integration and guidance.

City Staff Expectations

- Support meeting arrangements with key stakeholders
- Support preparation of list of groups, businesses, or individuals to include in the user group meetings
- Provide relevant data such as permitting records, strategic plans, etc.
- Provide GIS data for study area utilities, right-of-way, high quality aerial photography, and other information as needed to complete the analysis and planning efforts of this Downtown Strategic Master Plan
- Coordinated review by relevant City departments of draft materials and a single comprehensive set of comments for consultant action



Past Performance + References

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Past Performance + References

SPECIALIZED EXPERIENCE

Downtown master plans are the center of economic development, growth, placemaking, and community pride. ISG's experience leading master planning, resource planning, facility assessments, cost estimating, design, and project management for communities across the Midwest has helped partners determine the best implementable plan for their downtowns and revitalization projects and turn those plans into built spaces for their residents and visitors to enjoy. Below and on the pages to follow is a snapshot of ISG's translatable experience.

	Downtown Master Planning + Revitalization	Community + Stakeholder Engagement	Reuse + Redevelopment	Maintenance of Key Community Features	Funding Assistance	Historic Preservation	Recreational Enhancements	Economy + Tourism Boost
De Smet Downtown Master Planning								
Downtown Fort Pierre Visioning								
North Cedar Avenue Streetscaping								
Eagle Grove Downtown Master Planning + Revitalization								
Humboldt Downtown Revitalization								
Levee Park + Main Street Revitalization								
Downtown Madison Master Plan								
Front Street Redevelopment								
Webster County Conservation Master Planning								

KEY TAKEAWAYS

- Direct traffic from local highways and communities to the historic downtown area
- Infrastructure improvements and phasing
- Improved livability and user experience
- Creation of a project task force and extension public engagement
- Increased connectivity and opportunities for walking and biking
- Evaluating improvements to the downtown, parks, and wayfinding to enhance the quality of place

REFERENCE

Rita Anderson

Economic Development Director

De Smet Development Corporation
PO Box 42
De Smet, SD 57231

605.854.9011

rita@desmetsouthdakota.org



De Smet Downtown Master Planning

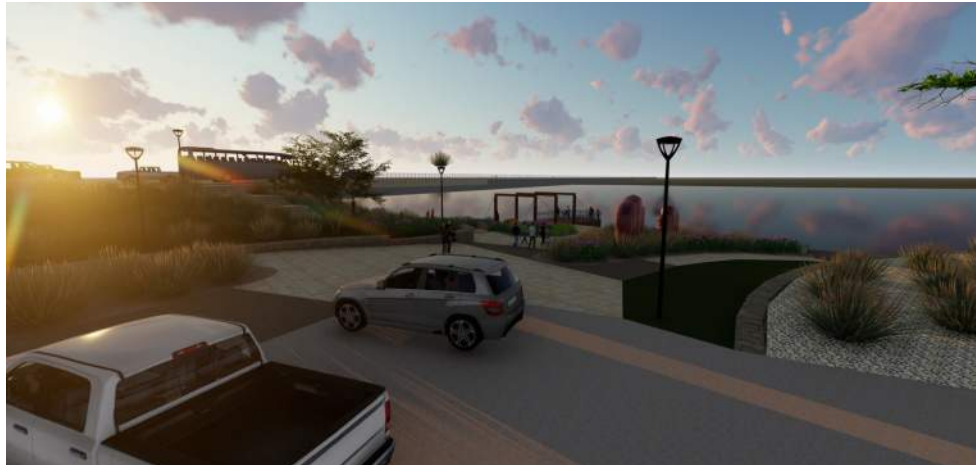
De Smet, SD

ISG, in collaboration with the De Smet Task Force, identified three primary focus areas of improvement, including enhancing the downtown streetscape to provide a safe and enriching destination for the community and visitors, providing a clear and welcoming experience for visitors that directs them to the many amenities within De Smet, and connecting the City's recreation amenities through a series of trails and improved walk-ability throughout its open spaces.

The resulting master plan serves as a guide to provide new ideas for improved community and visitor experience and to guide investments for future development. The master plan provides the Task Force with a clear inventory and assessment of the existing downtown area, wayfinding signage, and community park conditions to determine what resources were present and what items could be added. The plan provides a road map for phased improvements and documentation to utilize for fundraising efforts, marketing, and to direct future financial resources, which is enabled through the project team's development of cost estimates for each of the three focus areas.



“We were impressed with how ISG took their time to get to know the community to make certain the Plan reflected the needs and desires of our residents. It provides a clear inventory of existing conditions, pictures and detailed plans for phased improvements with documentation to use for fundraising efforts, and specifics for future development. We plan to continue to work with them in the future.”



“As a small community with limited resources, we needed help creating a vision for future planning. ISG’s team spent a couple of days familiarizing themselves with the City and meeting with residents. The result was a plan that identifies possibilities, reflects our core values, offers creative but practical ideas, and gives us a roadmap for the future. We are beyond grateful.”

Downtown Fort Pierre Visioning

Fort Pierre, SD

The City of Fort Pierre’s oldest and most valuable resource is the Missouri River. With that in mind, the Future Fort Pierre initiative was created to bring new and enhanced economic, recreational, arts, and entertainment opportunities to Fort Pierre along the river. ISG was hired by the City to lead an efficient, multi-day design charrette with key stakeholders to conceptualize a community project that would coincide with the reconstruction of Lieutenant Commander John Waldron Bridge, which spans the Missouri River. As a result of the process, ISG produced several conceptual drawings for a new bridge plaza, trail head, native plantings, walking path, overlook pier, and several art installations that exemplify Fort Pierre’s rich history and pay homage to monumental figures and events, including:

- An American Bison, in honor of the Fort Pierre native known as the “Man who saved the Buffalo” because of his early conservation efforts that saved the American Bison from extinction
- A keel boat, representing Lewis and Clark’s stop in Fort Pierre during their expedition

Following the development of the plan, ISG was hired by the City to do construction drawings for the Bridge Plaza. Fort Pierre is also planning on doing a subsequent phase of the project that will include a visitor center.

KEY TAKEAWAYS

- Riverfront Visioning Master Plan, high-level concepts, and phased recommendations
- Leveraged state funding to realize improvements
- Project coincides with reconstruction of a highway bridge
- Multi-day design charrette
- Gateway enhancements, accessible bridge access and river walkway, observation and fishing pier, military memorial, and public art paying tribute to the region’s rich history

REFERENCE

Gloria Hanson

Mayor

8 East 2nd Avenue
PO Box 700
Fort Pierre, SD 57532

605.223.7690

mayorhanson@fortpierre.com

KEY TAKEAWAYS

- Historic downtown revitalization
- GIS mapping, 3D scanning, and aerial drone imagery
- Extensive stakeholder engagement
- Enhanced pedestrian connectivity

REFERENCE

Greg Kruschke

Community Development Manager

City of Owatonna
540 West Hills Circle
Owatonna, MN 55060

507.774.7317

Greg.Kruschke@ci.owatonna.mn.us



**Check out the project's
StoryMap Site!**

➔ bit.ly/39Ksnhc



**Visualize the future of
Downtown Owatonna!**

➔ bit.ly/3cX6YCG

Current On-Going Project



North Cedar Avenue Streetscaping

Owatonna, MN

To accommodate tourism and increase accessibility to their historic downtown, the City of Owatonna partnered with ISG to initiate a three-block streetscaping improvement project. Through use of ISG's innovative technologies like GIS mapping, 3D scanning, and aerial drone imagery, the designs are guided by contextual considerations to mitigate potential issues and keep the project on budget and on schedule.

As a vital piece of client and user engagement, ISG is in close collaboration with local business owners and City staff. From personal calls and postcards to initiate communication, to a custom website posting project updates promoting engagement, community feedback is a driving force of the vision for the project. Although still in the early stages of conceptual design, anticipated solutions to increase pedestrian connectivity include widened sidewalks, welcoming lighting, enhanced alleyways, integrated greenery, and updated aesthetics that blend in with existing architecture.

“ISG presented a diverse design team and an inclusive engagement process. Through the open houses, the project website, the email communication, as well as the direct communication with building and business owners, ISG has taken all of the comments and come with a thorough design that incorporates all of the desires of the community and the City Council.”



Eagle Grove Downtown Master Planning + Revitalization

Eagle Grove, IA

Recognizing the need and community desire to revitalize the City's downtown core, the City of Eagle Grove began a multi-faceted approach on downtown revitalization, which included façade improvements, downtown building renovations into mixed-use spaces, and green infrastructure and streetscaping improvements. The projects leveraged a variety of outside funding sources.

As part of the Downtown Revitalization, 31 buildings were surveyed. From that list of 31, eight property owners decided to participate in the revitalization project. Projects ranged from minor modifications consisting of window replacements, tuck pointing, paint removal/additions, to major modifications consisting of material removal to uncover original facades, storefront removal/replacement and brick restoration work.

In addition, green infrastructure practices include permeable pavement street parking, bioretention areas, and soil quality restoration in an almost three-block, highly visible stretch of downtown. The planned water quality practices will also provide increased flood storage capacity, critical pollinator habitat by using native plantings, and aesthetic improvements complementing ongoing downtown revitalization efforts. The City of is also adding benches, lighting upgrades, trees and shrubs, and bike racks to the central business district, capitalizing on the ongoing efforts to revitalize the City's downtown that is fueled by support from residents and the business community.

Many things changed as the project evolved, but ISG's commitment and ability to provide the right expertise when needed and on short notice has remained constant throughout.

KEY TAKEAWAYS

- Multi-faceted approach to downtown revitalization
- Green infrastructure and stormwater management practices
- Private property owner and public engagement
- Downtown building improvements and renovations
- Improved pedestrian experience
- Added plantings and critical urban habitat for pollinators
- Projects supported by the residents and business community
- Building owner coordination

REFERENCE

Bryce Davis

City Administrator

City of Eagle Grove
210 East Broadway
Eagle Grove, IA 50533

515.448.4343

b.davis@eaglegroveia.org



**Check out the City of
Humboldt's Downtown
Revitalization Visualization!**

bit.ly/3xo2YTp

Humboldt Downtown Revitalization

Humboldt, IA

The Downtown Revitalization project combined green infrastructure practices, improved pedestrian experiences, and streetscaping improvements in a four-block stretch to create a welcoming and sustainable downtown core. ISG worked closely with residents, stakeholder groups, and City staff on prioritizing the goals identified in the visioning process to create and refine designs focused on improving pedestrian experiences and introducing green infrastructure. Throughout the process, ISG utilized engagement techniques to solicit input, as well as drone, visualization, and videography technologies. These videos gave the community an opportunity to envision how they would interact with the proposed improvements. Additionally, ISG conducted a downtown traffic and parking study to analyze current needs and patterns and identify potential improvements to enhance pedestrian accessibility and safety.

Key design elements focused on pedestrian experience such as alterations to the roadway configuration to improve safety and walkability, bike racks and site furnishings to accommodate varied transportation, stop signs and traffic control measures, as well as re-purposing seldom used parking spaces for pedestrian enhancements. The final design incorporated stormwater management practices like native plantings, soil quality restoration, curb cuts, and stormwater harvesting areas. These stormwater practices, combined with pedestrian improvements, create a revitalized downtown space that is collectively envisioned, environmentally responsible, and inviting to all users.

KEY TAKEAWAYS

- Streetscaping and site furnishings
- Comprehensive master plan
- Traffic study to identify improvements to pedestrian safety and accessibility
- Community and stakeholder engagement
- Stormwater management and water quality practices
- On-going city engineering services

REFERENCE

Travis Goedken

City Administrator

City of Humboldt
29 5th Street South
Humboldt, IA 50548

319.430.5125

travisg@cityofhumboldt.org



Levee Park + Main Street Revitalization

Winona, MN

After several past attempts at moving past the planning process with other design partners were unsuccessful, ISG was hired to provide designs that transform Main Street into a central gateway connecting the park to downtown Winona. Through strong concepts and design, ISG was able to secure unanimous City Council support to move forward with strategies bringing past plans and ideas for the area to life.

The design process was kicked off by facilitating a series of highly focused community engagement activities. Using the information gathered, conceptual designs were developed to consider connections to adjacent trails and City sidewalks, gateway features, and introductory ideas of paving and plant material options, site furnishings, colors, and overall design theme. The plan ultimately incorporated a striking gateway feature, innovative outdoor amphitheater, splash pad and terrace overlooking the Mississippi River; wayfinding and bicycle amenities, and more. The project now provides the canvas and flexible use space to showcase and host public art, festivals, and events.

Chad Ubl, Director of Community Services | City of Winona

507.457.8285

cubl@cii.winona.mn.us



Downtown Madison Master Plan

Madison, SD

This plan creates a community-driven vision and guide for future improvements along the Egan Avenue Corridor in Madison, South Dakota. This 10+ blocks corridor is centrally located within the town and provides an opportunity to design a long-range vision impacting the City's historic downtown, adjoining neighborhoods, and connection to Dakota State University campus. The Plan provides an understanding of existing conditions and design direction for improvements along the corridor in order to improve civic infrastructure, promote economic development/redevelopment, increase vitality of tourism and events in the area, and inspire greater connection throughout the community to its central core. The Plan helps to establish priorities of public-sector improvements while and the same time providing direction for private-sector decisions.

Eric Fosheim, Executive Director | Lake Area Improvement Corporation

605.256.0797

eric@madisonworks.com



Front Street Redevelopment

Mankato, MN

Consensus-building design charrettes engaged business owners and community members and incorporated their feedback into the redesign of this historic street in the Entertainment District of City Center Mankato. Three sections of Front Street were reconstructed as part of a larger effort to develop a more pedestrian-friendly, civic plaza-type area. The streets were narrowed to slow traffic and increase safety for bikers and pedestrians. The newly enhanced plaza, land/streetscaping and widened sidewalks provide interaction within the outdoor environment, giving the area a public market style feel and expanded the capacity and outdoor seating options at local restaurants.

The success of this project has been immense for the Mankato community, as it has led to a plethora of vibrant and bustling businesses along this corridor and continues to support and spur other developments in the area, e.g. Profinium, ISG corporate headquarters, Verizon Center Expansion, Eide Bailly Center.

Paul Vogel, Director of Community Development | City of Mankato

507.387.8613

pvogel@mankatomn.gov



Webster County Conservation Parks, Facilities, and Recreation Master Plan

Webster County, IA

Webster County Conservation Board (WCCB) finalized its Strategic Plan in 2017, identifying the critical issues of managing multi-faceted growth, diversifying revenue, creating a brand and image, growing participation in programming, and balancing the values of conservation and recreation throughout the system. As a next step in efforts to further the goals outlined in the Strategic Plan, ISG worked with WCCB staff and the steering committee to develop the Parks, Facilities, and Recreation Master Plan.

The Master Plan provides a framework for implementation that includes an inventory and analysis of existing parks and amenities, a phasing and permitting schedule, conceptual renderings and site plans, and construction-ready opinions of probable cost for the proposed improvements, all with the goal of preparing WCCB for the next phase: realization of their vision.

Matt Cosgrove, Director | Webster County Conservation

515.576.4258

mscosgrove@webstercountyia.org

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EXPERTISE

Architecture
Engineering
Environmental
Planning

WORK

Commercial
Education
Energy
Food + Industrial
Government + Cultural
Healthcare
Housing
Mining
Public Works
Sports + Recreation
Transportation
Water

The ISG logo consists of the letters "ISG" in a bold, blue, sans-serif font, centered within a white square.

Mankato, MN
Minneapolis/St. Paul, MN
Rochester, MN
Des Moines, IA
Storm Lake, IA
Waterloo, IA
Green Bay, WI
La Crosse, WI
Milwaukee, WI
Sioux Falls, SD

ISGInc.com

On January 12, 2017, ISG formally announced its transition of firm ownership to a 100% employee stock ownership plan (ESOP). As a multi-disciplinary firm that started 48+ years ago, ISG has since grown to be a Top 500 Design Firm as recognized by Engineering News-Record (ENR), a Zweig Group Hot Firm, and PSMJ Circle of Excellence recipient, illustrating the progressive increase in talent, expertise, and market share.



City of Storm Lake Downtown Master Plan

Fee Proposal



FOR:

David Derragon
Assistant City Manager

City of Storm Lake
620 Erie Street
PO Box 1086
Storm Lake, Iowa 50588

712.732.8000
derragon@stormlake.org

FROM:

Danielle Propst, AICP
Planner and Project Manager

ISG
508 East Locust Street
Des Moines, IA 50309

515.243.9143
Danielle.Propst@ISGInc.com

Art Baumgartner, AIA
Architect

641.990.7282
Art.Baumgartner@ISGInc.com

DECEMBER 14, 2021

David Derragon

Assistant City Manager

City of Storm Lake

620 Erie Street

PO Box 1086

Storm Lake, IA 50588

712.732.8000

derragon@stormlake.org

**RE: Fee Proposal for the City of Storm Lake
Downtown Strategic Master Plan
Storm Lake, Iowa**

ISG

David,

Thank you for the opportunity to submit a fee proposal for the City of Storm Lake Downtown Strategic Master Plan. A lump sum fee for each of the four (4) phases is outlined below.

COMPENSATION

ISG proposes to provide the scope of work described within our previously submitted Statement of Qualifications for compensation in accordance with the following schedule:

SERVICE	COMPENSATION
Phase 1: Visioning + Goals	\$19,500
Deliverables - Review past planning documents and reports - Define and refine project vision, opportunities, and priorities to guide the drafting of the Plan - Create strategic engagement materials for the City and stakeholder input session	
Phase 2: Draft Strategic Master Plan	\$42,500
Deliverables - Provide draft concepts for the Plan and associated supplemental materials and recommendations - Create strategic engagement materials for public and stakeholder input sessions	
Phase 3: Finalize Strategic Master Plan	\$24,000
Deliverables - Update preferred concepts for the Plan and associated supplemental materials and recommendations - Provide strategic engagements materials for public input - Gather public feedback at the community event	

400+
EMPLOYEES

44
STATES LICENSED

ZWEIG GROUP
HOT FIRM LIST FOR 2021

TOP 500
2021 ENR FIRM

Phase 4: Consideration, Adoption, and Implementation of Final Downtown Strategic Master Plan	\$12,000
Deliverables - Submit final Plan with supportive graphics and visualizations, funding opportunities, and implementation strategies for Council Consideration - Provide Plan implementation support as needed	
TOTAL	\$98,000

OPTIONAL SERVICE

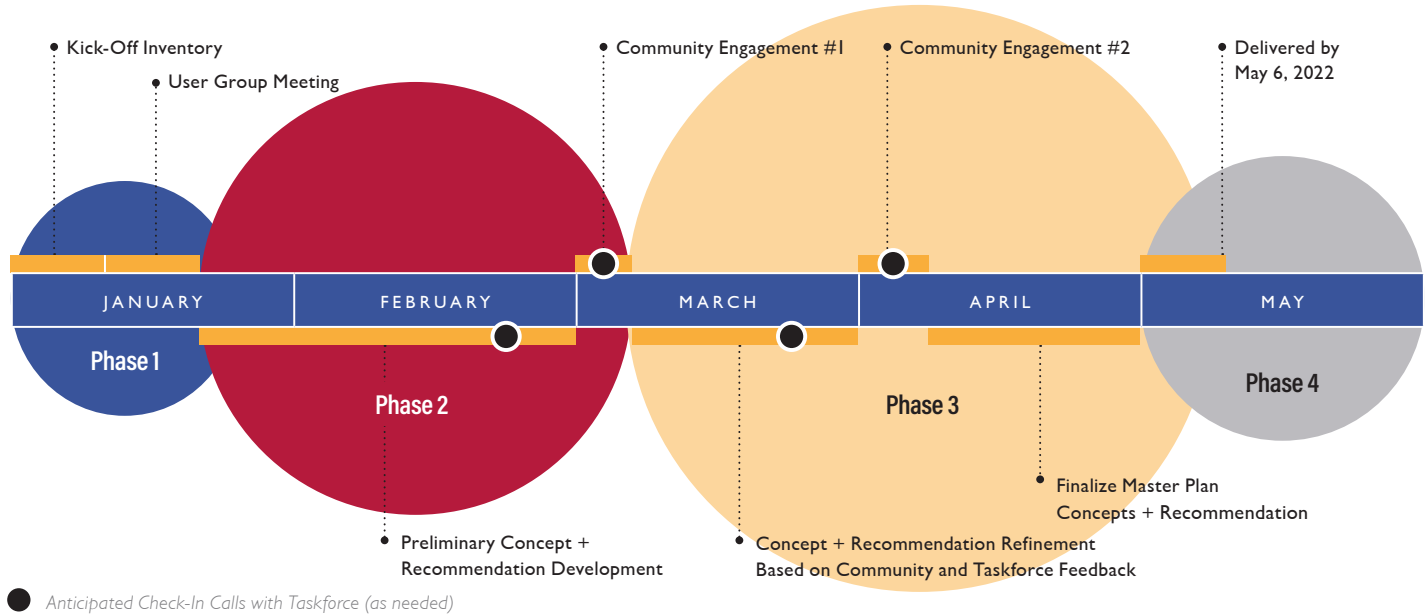
COMPENSATION

Community Rebranding	\$15,000
Integrated throughout each of the above phases, this additional service will leverage outlined engagement methods to refresh the City of Storm Lake's branding to better reflect the City's diversity, vibrancy, and opportunities.	
TOTAL	\$15,000

Reimbursable Expenses

Anticipated reimbursable expenses such as travel, mileage, and printing are included within the compensation listed above.

PROPOSED SCHEDULE



ISG appreciates the opportunity to submit our fee proposal and partner with the City of Storm Lake to develop a forward-thinking and implementable Downtown Strategic Master Plan. We look forward to providing you with responsive service, a collaborative approach, and timely delivery.

Sincerely,

Danielle Propst

Danielle Propst, AICP
Planner and Project Manager

Art Baumgartner

Art Baumgartner, AIA
Architect

Staff Summary

12/20/2021

Agenda Item # 13.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 54-R-2021-2022 Authorizing Local Match for FEMA BRIC Grant Application**

BACKGROUND: The City is applying through the Iowa Homeland Security and Emergency Management Division to the Federal Emergency Management Agency (FEMA) for funding from the FEMA BRIC grant program in the amount of \$62,903,773 for improvements to the City's Water Infrastructure.

The grant is based on a cost share basis with the federal share not exceeding 75%, state share not exceeding 10% and the local share being a minimum of 15% of the total project cost.

FISCAL IMPACT: The cost of this project of this project for the City will be up to \$9,907,344 to meet the minimum 15% match for the grant application.

RECOMMENDATION: Approve Resolution No. 54-R-2021-2022 authorizing the local match for the FEMA BRIC grant application

ATTACHMENTS:

Description	Type
☐ Resolution No. 54-R-2021-2022	Resolution

54-R-2021-2022

Storm Lake

Buena Vista

and

\$ 9,907,344

20

Council or Board Member

Council or Board Member

Council or Board Member

Council or Board Member

Council or Board Member

I submit this form for inclusion with the Hazard Mitigation Assistance Project Application.

Print Name of Authorized Representative

Tab E, Page 1

Staff Summary

12/20/2021

Agenda Item # 14.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Resolution No. 55-R-2021-2022 Approving Final Completion, Change Order No. 1, and Final Payment of the Expansion Boulevard Sewer Rehabilitation Project**

BACKGROUND: The project consisted of sanitary sewer improvements entailing the installation of CIPP pipe lining and manhole rehabilitation along Expansion Boulevard from Radio Road to Gilbert Street. Municipal Pipe Tool Company was awarded the construction contract with an estimated value of \$225,109.00. The Engineer's Estimate at the time of bid letting was \$274,980.00.

Construction was deemed complete December 1, 2021.

Construction of the effort proceeded as planned and there were minimal changes from the construction documents. Change Order 1 includes general quantity reconciliation items and a contractual time extension associated with the Engineer's review of the constructed improvements.

FISCAL IMPACT: The value of the contract with Municipal Pipe Tool Company is \$225,109.00 with 0 previous change orders. This change order will result in a \$698.00 increase to the contract, for a final contract value of \$225,807.00.

RECOMMENDATION: Approve Resolution 55-R-2021-2022 Approving Final Completion, Change Order No. 1, and Final Payment of \$11,290.35.

ATTACHMENTS:

Description	Type
□ Substantial Completion	Backup Material
□ Change Order No. 1	Change Order
□ Resolution No. 55-R-2021-2022	Resolution

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Storm Lake	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	P11.120650
Contractor:	Municipal Pipe Tool Co.	Contractor's Project No.:	
Project:	Expansion Boulevard Sewer Rehabilitation		
Contract Name:			

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: **December 1, 2021**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

Punch List Dated 11/30/2021

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature):

DocuSigned by:



Name (printed):

Joshua Pope, P.E.

Title:

City Infrastructure Engineer



Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301Ph: [712] 580-5075
Bolton-Menk.com

PUNCH LIST

Owner: City of Storm Lake **Date of Current Issue:** 11/5/21

Project: Expansion Boulevard Sewer Rehabilitation **Date of Original Issue:** 8/25/21

Owner Project No.: _____ **Comp. Date:** **Substantial** 7/16/21 **Final** 11/30/21

Contractor: Municipal Pipe Tool **BMI Project No.:** P11.120650

Date(s) of Inspection(s): 8/23/21; 11/03/21; 11/30/21

Below is a partial list of items, which must be completed or corrected prior to final acceptance of the subject project. This list may not be final, additional items may be added at a later date.

Item No.	Contract Reference	Item Description	Current Status	Accepted	
				By	Date
1	MH 12-49	discoloration and intrusion area - Contractor needs to prep and re-apply coating to eliminate infiltration - See included photos	Good	JDL	11/3/21
2	MH 12-50	small intrusion area; light intrusion from upper section and invert needs addressed - Contractor needs to prep and re-apply coating to eliminate infiltration - touch up invert with rehab material - See included photo	Good	JDL	11/3/21
3	MH 12-51	small intrusion area and light intrusion from upper section - Contractor needs to prep and re-apply coating to eliminate infiltration - See included photo	Good	JDL	11/3/21
4	MH12-61	light discoloration areas - Contractor needs to prep and re-apply coating to eliminate infiltration - See included photo - 11/3/21 – chimney seal cracked and separating, also check for infiltration in NE quadrant	Approved	JDL	11/30/21

P11.120650 – Storm Lake
Expansion Blvd Sewer Rehab.

Punch List
Page 1



Real People. Real Solutions.

PUNCH LIST

Owner: Storm Lake, IA

Project: Expansion Boulevard Sewer RehabilitationExpansion Blvd Sewer Rehab

Project No.: P11.120650

218 11th Street SW Plaza
Spencer, IA 51301Ph: (712) 580-5075
Bolton-Menk.com

Item	Contract	Item Description	Current Status	Accepted	
5	MH 12-52	minor streaking from upper portion - Check Chimney Seal & lid - See included photo 11/3/21 – infiltration on north side of east pipe, see pictures	Approved	JDL	11/30/21
6	MH 12-53	intrusion around pipe - Contractor to touch up invert with rehab material - See included photo	Good	JDL	11/3/21
7	MH 12-54	No Issues; Was checked on 11/3/21 and stream from south side of west pipe (picture)	Good Approved	JDL	11/30/21
8	MH 12-55	seeping around both inlets with light discoloration from above - Contractor needs to prep and re-apply coating to eliminate infiltration. - Touch up invert with rehab material - See included photos	Good	JDL	11/3/21
9	MH 12-56	No Issues	Good	JDL	8/23/21
10	MH 12-57	minor streaking from upper portion - Check Chimney Seal & lid - See included photo	Ok-leak from casting extensions, not products used; not re-checked	JDL	11/3/21
11	MH 12-58	No Issues	Good	JDL	8/23/21
12	MH 12-59	minor streaking from upper portion - Check Chimney Seal & lid See included photo	Ok-leak from casting extensions, not products used; not re-checked	JDL	11/3/21
13	MH 12-60	minor streaking from upper portion - Check Chimney Seal & lid - See included photo	Ok-leak from casting extensions, not products used; not re-checked	JDL	11/3/21
14	Lining	All Segments	Good	JDL	8/23/21
15	MH	Minor streaking from upper portion; provide report as stated in Floorcoat Midwest email from 10/20/21	Good	JDL	11/30/21



**BOLTON
& MENK**

Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

Ph: (712) 580-5075
Bolton-Menk.com

PUNCH LIST

Owner: Storm Lake, IA

Project: Expansion Boulevard Sewer RehabilitationExpansion Blvd Sewer Rehab

Project No.: P11.120650

MH 12-49 - **GOOD**



MH 12-50 - **GOOD**



P11.120650 – Storm Lake
Expansion Blvd Sewer Rehab.

Punch List
Page 3



Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

Ph: (712) 580-5075
Bolton-Menk.com

PUNCH LIST

Owner: Storm Lake, IA

Project: Expansion Boulevard Sewer RehabilitationExpansion Blvd Sewer Rehab

Project No.: P11.120650

MH 12-51 - **GOOD**



MH 12-61 – 11/3/21 – chimney seal cracked and separating, also check for infiltration in NE quadrant, see additional pictures at end of document



P11.120650 – Storm Lake
Expansion Blvd Sewer Rehab.

Punch List
Page 4



Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

Ph: (712) 580-5075
Bolton-Menk.com

PUNCH LIST

Owner: Storm Lake, IA

Project: Expansion Boulevard Sewer RehabilitationExpansion Blvd Sewer Rehab

Project No.: P11.120650

MH 12-52 – 11/3/21 – infiltration on north side of east pipe, see additional pictures at end of document



MH 12-53 - GOOD



P11.120650 – Storm Lake
Expansion Blvd Sewer Rehab.

Punch List
Page 5



Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

Ph: (712) 580-5075
Bolton-Menk.com

PUNCH LIST

Owner: Storm Lake, IA

Project: Expansion Boulevard Sewer RehabilitationExpansion Blvd Sewer Rehab

Project No.: P11.120650

MH 12-54 – infiltration stream from south side of west pipe, see additional pictures at end of document

MH 12-55 - GOOD



MH 12-55 - GOOD



P11.120650 – Storm Lake
Expansion Blvd Sewer Rehab.

Punch List
Page 6



**BOLTON
& MENK**

Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

Ph: (712) 580-5075
Bolton-Menk.com

PUNCH LIST

Owner: Storm Lake, IA

Project: Expansion Boulevard Sewer RehabilitationExpansion Blvd Sewer Rehab

Project No.: P11.120650

MH 12-55 - **GOOD**



MH 12-57 - **GOOD**



P11.120650 – Storm Lake
Expansion Blvd Sewer Rehab.

Punch List
Page 7



**BOLTON
& MENK**

Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

Ph: (712) 580-5075
Bolton-Menk.com

PUNCH LIST

Owner: Storm Lake, IA

Project: Expansion Boulevard Sewer RehabilitationExpansion Blvd Sewer Rehab

Project No.: P11.120650

MH 12-59 - **GOOD**



MH 12-60 - **GOOD**



P11.120650 – Storm Lake
Expansion Blvd Sewer Rehab.

Punch List
Page 8



Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

Ph: (712) 580-5075
Bolton-Menk.com

PUNCH LIST

Owner: Storm Lake, IA

Project: Expansion Boulevard Sewer RehabilitationExpansion Blvd Sewer Rehab

Project No.: P11.120650

Notes from 11/3/2021 Inspection

MH 12-61 – Chimney seal product splitting and loss of adhesion- **GOOD**



MH 12-61 – possible areas of infiltration- **GOOD**



P11.120650 – Storm Lake
Expansion Blvd Sewer Rehab.

Punch List
Page 9



Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

Ph: (712) 580-5075
Bolton-Menk.com

PUNCH LIST

Owner: Storm Lake, IA

Project: Expansion Boulevard Sewer RehabilitationExpansion Blvd Sewer Rehab

Project No.: P11.120650

Notes from 11/3/2021 Inspection

MH 12-52 –infiltration on north side of east pipe- **GOOD**



MH 12-54 – infiltration stream on south side of west pipe- **GOOD**



P11.120650 – Storm Lake
Expansion Blvd Sewer Rehab.

Punch List
Page 10

CHANGE ORDER NO.: 1

Owner: City of Storm Lake, Iowa Owner's Project No.:
 Engineer: Bolton & Menk, Inc. Engineer's Project No.: P11.120650
 Contractor: Municipal Pipe Tool Co. Contractor's Project No.:
 Project: Expansion Boulevard Sewer Rehabilitation
 Contract Name:
 Date Issued: December 13, 2021 Effective Date of Change Order: December 20, 2021

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

Description:

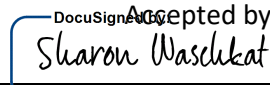
- 1) Reconciliation of as completed quantities to adjust contract amount
- 2) Adjustment of ready for final payment date - *Adjustment of Ready for Final Payment date resultant of Engineer evaluation of the punchlist items and coordination between Engineer and Contractor on verification of the work.*

Attachments:

Quantity Revisions

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 225,109.00	Original Contract Times: Substantial Completion: 7/16/2021 Ready for final payment: 7/30/2021
[Increase] [Decrease] from previously approved Change Orders No. to No. : \$	[Increase] [Decrease] from previously approved Change Orders No.0 to No. 0: Substantial Completion: days Ready for final payment: days
Contract Price prior to this Change Order: \$ 225,109.00	Contract Times prior to this Change Order: Substantial Completion: 7/16/2021 Ready for final payment: 7/30/2021
[Increase] [Decrease] this Change Order: \$ 698.00	[Increase] [Decrease] this Change Order: Substantial Completion: 0 days Ready for final payment: 124 days
Contract Price incorporating this Change Order: \$ 225,807.00	Contract Times with all approved Change Orders: Substantial Completion: 7/16/2021 Ready for final payment: 12/01/2021

Recommended by Engineer (if required)
 By: 
 Title: Project Manager
 Date: December 13, 2021

Accepted by Contractor

 COO
 December 14, 2021

Authorized by Owner

Approved by Funding Agency (if applicable)

By:

Title: Mayor

Date:

CHANGE ORDER #1 - SCHEDULE OF UNIT PRICES
 EXPANSION BOULEVARD SEWER REHABILITATION
 CITY OF STORM LAKE, IOWA
 BMI PROJECT NO. P12.120650



Real People. Real Solutions.

Date: 12/13/2021

Item No.	Item	Unit	As-Bid Quantity	Change Order Quantity	Unit Price	Amount
1	MOBILIZATION	LS	1		\$11,000.00	
2	TRAFFIC CONTROL	LS	1		\$2,000.00	
3	12" CIPP LINING - 9.0mm NOMINAL THICKNESS	CY	1172	2	\$31.00	\$62.00
4	15" CIPP LINING - 12.0mm NOMINAL THICKNESS	SY	2952	14	\$49.00	\$686.00
5	TRIM PROTRUDING TAP (IRON/NON-IRON)	SY	2	1	\$440.00	\$440.00
6	REINSTATE LATERAL (ANY SIZE)	HR	16	-7	\$70.00	-\$490.00
7	MANHOLE REHABILITATION	LS	147		\$168.00	
8	INTERNAL CHIMNEY SEAL	LF	13		\$341.00	
CHANGE ORDER BASE TOTAL:						<u><u>\$698.00</u></u>

RESOLUTION NO. 55-2021-2022

**RESOLUTION ADOPTING FINAL COMPLETION, CHANGE ORDER NO. 1 AND
FINAL PAYMENT FOR THE EXPANSION BOULEVARD SEWER 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 \$225,109.00 was awarded to Municipal Pipe Tool 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 Municipal Pipe Tool Co. for an increase of \$698.00 to the contract for a total contact amount of \$225,807.00.

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 Municipal Pipe Tool Co. in the amount of \$11,290.35.

PASSED AND APPROVED this 20th day of December, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

12/20/2021

Agenda Item # 15.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Fiscal Year 2023-2027 Proposed Capital Improvement Plan Workshop**

BACKGROUND: This worksession is to discuss on the Fiscal Year 2023-2027 Enterprise Fund and King's Pointe Capital Improvement Plan

1. Water Fund
2. Wastewater Fund
3. Storm Water Fund
4. King's Pointe

FISCAL IMPACT: N/A

RECOMMENDATION: Review proposed Capital Improvement Plan for 2023-2027 and recommend modifications.

ATTACHMENTS:

Description	Type
☐ Water	Backup Material
☐ Sanitary Sewer	Backup Material
☐ Storm Water	Backup Material
☐ King's Pointe	Contract

City of Storm Lake, Iowa
Capital Improvement Plan
 2023 thru 2027

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2023	2024	2025	2026	2027	Total
Water Distribution								
Water Line Replacement Set-A-Side	WD-17-01	1	180,000	180,000	180,000	180,000	180,000	900,000
4th Street Watermain Replacement	WD-22-04	n/a	130,000					130,000
4" Cast Main Replacement	WD-23-03	1	42,000	42,000	42,000	42,000	42,000	210,000
18" Water Line Installation	WD-23-05	1				100,000	18,000,000	18,100,000
Old Spoil Site Water Line Installation	WD-23-06	1		100,000				100,000
Sunrise Cabin Water Line Install	WD-23-07	1	100,000					100,000
Water Distribution Total			452,000	322,000	222,000	322,000	18,222,000	19,540,000
Water Meters								
Towers for Auto Reading of Meters	WM-21-02	1		60,000				60,000
Water Meters Total				60,000				60,000
Water Plant								
Slaker Replacement	WP-20-01	1	163,500	160,000				323,500
Lime Sludge Press & Building with Storage	WP-21-01	1	457,200	3,810,000				4,267,200
Water Tower	WP-22-04	1	592,000	4,936,000				5,528,000
Well 3 Replacement	WP-23-14	1		103,560	863,000			966,560
Well 11 Replacement	WP-23-15	1		91,680	764,000			855,680
Well 15 & Line Replacement	WP-23-16	1	216,000	1,800,000				2,016,000
Well Rehab	WP-23-17	1	36,000	300,000	200,000	200,000	200,000	936,000
Tower Mixers	WP-23-18	1		150,000				150,000
Filter Media	WP-23-19	1		165,000				165,000
CO2 System	WP-23-20	1	64,200	535,000				599,200
Basin 1 Repairs	WP-24-02	1	60,500	504,000				564,500
Clearwell 1 Maintenance	WP-25-02	1			50,000			50,000
Jordan Well	WP-25-03	1		414,000	3,450,000			3,864,000
Tower 1 Recoating	WP-26-01	3					1,322,720	1,322,720
Tower 2 Recoating	WP-26-02	3			1,057,300			1,057,300
Tower 4 Insulation	WP-26-04	1			500,000			500,000
Water Plant Expansion	WP-28-01	1	308,000			450,000	450,000	1,208,000
Well 4 Replacement	WP-28-02	1					414,000	414,000
Water Plant Total			1,897,400	12,969,240	6,884,300	650,000	2,386,720	24,787,660
GRAND TOTAL			2,349,400	13,351,240	7,106,300	972,000	20,608,720	44,387,660

City of Storm Lake, Iowa
Capital Improvement Plan
 2023 thru 2027

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2023	2024	2025	2026	2027	Total
Sewer Collection								
Sewer Line Camera & Trailer	SEWCL-19-01	1	120,000					120,000
Sewer Line Replacement	SEWCL-23-02	1	15,000	165,000				180,000
Radio Road Extension	SEWCL-23-03	2	130,000					130,000
Old Dredge Spoil Site Sewer	SEWCL-24-01	3		100,000				100,000
Sunrise Cabin Sewer Line	SEWCL-24-02	3		100,000				100,000
1st Street CIPP	SEWCL-25-01	1			1,050,000			1,050,000
Jet/Vac Truck	SEWCL-26-01	1				480,000		480,000
Sewer Collection Total			265,000	365,000	1,050,000	480,000		2,160,000
Wastewater Treatment Facility								
1st Street Lift Station Replacement	WWTP-18-05	1		389,760				389,760
Blowers	WWTP-19-01	1				200,000	200,000	400,000
Thickener Tanks (2)	WWTP-21-06	1		336,000	336,000			672,000
VFD Compressor	WWTP-23-02	2					40,000	40,000
A-Basin Diffusers	WWTP-23-05	2	75,000					75,000
Skid Loader	WWTP-23-06	3	130,000					130,000
WWTP New Permit Requirements	WWTP-23-09	1	100,000	400,000	3,120,000	3,100,000		6,720,000
Scout Park Lift Station Full Replacment	WWTP-23-11	1	144,000	1,200,000				1,344,000
Ice House Lift Station Replacement	WWTP-23-12	1		504,000				504,000
Sludge Auger	WWTP-23-15	1	70,000					70,000
Spare Pump	WWTP-23-16	1	80,000					80,000
Emerald Park LS Rehab	WWTP-23-17	1	7,500	58,500				66,000
Applicator Truck	WWTP-24-03	2	150,000					150,000
Parking Lot Expansion	WWTP-24-04	4		40,000				40,000
Golf Course LS Improvements	WWTP-24-05	1	12,000	100,000				112,000
IPS Lift Station Reconstruction	WWTP-25-03	1	33,000	265,525				298,525
Campground Lift Station Pumps	WWTP-25-04	1			109,560			109,560
Crane Truck	WWTP-25-05	3			150,000			150,000
Storage/Vehicle Building	WWTP-26-01	3				300,000		300,000
Wastewater Treatment Facility Total			801,500	3,293,785	3,715,560	3,600,000	240,000	11,650,845
GRAND TOTAL			1,066,500	3,658,785	4,765,560	4,080,000	240,000	13,810,845

City of Storm Lake, Iowa
Capital Improvement Plan
2023 thru 2027

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2023	2024	2025	2026	2027	Total
Storm Water								
Project Set-Aside	STW-17-01	n/a	30,000	30,000	30,000	30,000	30,000	150,000
1 Ton Truck	STW-22-01	1	60,000					60,000
Aux Engines	STW-22-02	n/a			15,000			15,000
Storm Water Total			90,000	30,000	45,000	30,000	30,000	225,000
GRAND TOTAL			90,000	30,000	45,000	30,000	30,000	225,000

City of Storm Lake, Iowa
Capital Improvement Plan

2023 thru 2027

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2023	2024	2025	2026	2027	Total
Cottages								
Cottage Refresh/Remodel	COT-21-01	1		40,000				40,000
New Incoming Cable Lines	COT-21-04	1		20,000				20,000
Cottages Total				60,000				60,000
Golf Course								
Rough Mower	GOLF-18-01	1				80,000		80,000
Clubhouse Renovation	GOLF-20-01	1	40,000					40,000
Pro Core 648 Aerifier	GOLF-20-02	2					25,000	25,000
Greens Mower	GOLF-22-01	1		43,000				43,000
Fairway Mower	GOLF-22-02	2					60,000	60,000
Utility Vehicle	GOLF-23-03	2	25,000					25,000
Garage Door	GOLF-23-05	1	7,000					7,000
Greens Roller	GOLF-24-01	3		13,000				13,000
EZ-GO Workhorse	GOLF-24-05	1		21,000				21,000
Gator Pro	GOLF-25-02	2			50,000			50,000
Golf Course Total			72,000	77,000	50,000	80,000	85,000	364,000
Kings Pointe								
Resort Remodel and Refresh	KP-17-04	1				186,250	186,250	372,500
Mattresses	KP-23-01	2	33,000	33,000	33,000			99,000
Fitness Room Equipment	KP-23-02	2	25,000					25,000
Guestroom Microwaves	KP-23-03	2	6,500					6,500
Snack Shack AC Unit	KP-23-04	2	10,000					10,000
Water Park Slide Reno/Insulation	KP-23-05	1	120,000					120,000
Kiddie Fort Repairs	KP-23-06	1	40,000					40,000
Guestroom Pillows	KP-23-07	2	5,000					5,000
BOH AC Unit	KP-23-08	1	14,000					14,000
Guest Available Ice Machine	KP-23-09	3	6,000	6,000				12,000
Heat Pump	KP-23-10	2	10,000					10,000
Phone System	KP-23-11	1	33,000					33,000
Kuerig Coffee Makers	KP-23-12	2	10,000					10,000
Guest Room Dispensers	KP-23-13	3	8,000					8,000
Recreational Equipment	KP-23-14	2	25,000					25,000
Hotel/Waterpark Signage	KP-23-15	2	25,000					25,000
Wall Divider	KP-24-01	1		40,000				40,000
Sound System	KP-24-02	2		10,000				10,000
Deck Furniture	KP-24-03	2		15,000				15,000
Sofa Sleepers	KP-24-04	2		38,000				38,000
Circulation Pump	KP-24-05	2		6,000				6,000
Pool Tower Repairs	KP-24-06	1		160,000				160,000
Replace Flooring in Regatta	KP-24-07	3		12,000				12,000
HSIA Upgrades	KP-24-08	2		20,000				20,000
Corridor Carpet	KP-25-01	2			65,000			65,000
Roof Replacement	KP-25-02	1			265,000			265,000

Department	Project #	Priority	2023	2024	2025	2026	2027	Total
Kings Pointe Total			370,500	340,000	363,000	186,250	186,250	1,446,000
Outdoor Water Park								
OWP Circulation Pump	OWP-20-02	1		5,000	5,000	5,000	5,000	20,000
Outdoor Water Park Total				5,000	5,000	5,000	5,000	20,000
GRAND TOTAL			442,500	482,000	418,000	271,250	276,250	1,890,000

Staff Summary

12/20/2021

Agenda Item # 16.



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

REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:
1. Economic Development

FISCAL IMPACT: No Fiscal Impact at this time.

RECOMMENDATION: Concurrence for each item to be considered for a specified City Council Meeting work session or deny work session consideration for the following items:
1. None at this time