

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS**

JULY 6, 2021

5:00 PM

AGENDA



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

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
- 1. Hear the Public
- 2. Consent Agenda
 - A. Approve Consent Agenda
 - B. Buy Local Information
 - C. 2021 SLHS Homecoming Parade
 - D. SLPD City Code Enforcement Summary
- 3. Ordinance No. 01-O-2021-2022 Amending Title VIII Of The 1994 Recodification Of The Municipal Code Of The City Of Storm Lake, Iowa By The Addition Of A New Chapter 13 Regulating The Operation Of Horse-Drawn Carriages And Providing Penalties For Violations - 1st Reading
- 4. Resolution No. 01-R-2021-2022 Approving Change Order No. 1 of the 2021 CIPP Sanitary Sewer Improvements Project
- 5. Motion Approving an Amendment to the Professional Services Agreement with Bolton & Menk for the 2020 Expansion Boulevard Improvements Project
- 6. Motion to Approve a Facility Use Agreement with the First Tee Siouxland.
- 7. Motion to Approve a Contract with Laven's NW Monument, Inc for the purchase and installation of 18 Hole Markers for Sunrise Pointe Golf Course.
- 8. Public Hearing On The Proposed Amendment No. 8 To The Storm Lake Industrial Park Urban Renewal Plan

9. **Resolution No. 02-R-2021-2022 Determining An Area Of The City To Be An Economic Development And Blighted Area, And That The Rehabilitation, Conservation, Redevelopment, Development Or A Combination Thereof, Of Such Area Is Necessary In The Interest Of The Public Health, Safety Or Welfare Of The Residents Of The City; Designating Such Area As Appropriate For Urban Renewal Projects; And Adopting The Amendment No. 8 To The Storm Lake Industrial Park Urban Renewal Plan**
10. **Motion Approving Professional Services Agreement with Bolton & Menk for the Preparation of an Infrastructure Management Plan**
11. **Work Session #2 - Airport Commission**
12. **Resolution No. 03-R-2021-2022 Proposing an Ordinance Amending Chapters 6 and 12 of Title II of the City Code to Permit Certain Nonresidents of the City to be Appointed to, and Serve On, the Airport Commission and Other City Commissions, Boards, and Agencies; and Providing for a Hearing on the Adoption of Such Ordinance**
13. 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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Staff Summary

7/6/2021

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 June 21, 2021 City Council Minutes
- Approve Renewal Liquor License for Pizza Hut
- Approve Water Contract for Harry Schaller - Irrigation Meter
- Approve Re-appointment of Di Daniels to Civil Service Commission - 4 yr term
- Approve Re-appointment of Mark Kirkholm to Board of Adjustment - 5 yr term
- Approve 2021 SLHS Homecoming Parade
- Approve the SLPD Code Enforcement Summary (see staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - - \$1,241,037.87
- King's Pointe & Sunrise Pointe Golf Course Bills: \$260,356.98

The City will receive the following revenue:

- Liquor License Fees: \$300.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ King's Pointe Claims	List of Bills
☐ Minutes - June 21, 2021	Minutes
☐ Di Daniels - Civil Service Application 2021 - 4 yr term	Application
☐ Mark Kirkholm - Board of Adjustment Application 2021 - 5 yr term	Application



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 06/24/2021 - 07/08/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Control System Specialists, LLC	BVC	AHU Services	1,034.46
Buena Vista Rifle and Pistol Club	BVC	FY2022 Membership Dues	800.00
Control System Specialists, LLC	BVC	Filters	240.94
Buena Vista County Solid Waste	BVC	Recycling	80.60
Alan Slight	BVC	7/10/2021 Testing Proctor	75.00
	BVC Total:	2,231.00	
Contract/Agreement			
Hulstein Excavating Inc	Contract/Agreement	Pay #3 of Oneida Street Reconstruction	298,389.38
Power Solutions, Inc	Contract/Agreement	Pay #6 of WTP MCC	53,116.64
Hydro-Klean, LLC	Contract/Agreement	Pay #2 of 2021 CIPP Sanitary Sewer	27,969.90
Storm Lake Public Library Gallery Guild Inc	Contract/Agreement	FY2022 Outside Agency Funding	18,000.00
Havens & Havens Trust Account	Contract/Agreement	2021 Ballou Holding LLC Easement	4,275.00
Local Government Professionals Services, Inc	Contract/Agreement	General Admin Services	2,000.00
Smith Concrete Service Inc	Contract/Agreement	Concrete	1,079.50
Havens & Havens Trust Account	Contract/Agreement	2021 Security Trust & Savings Bank Easement	985.00
Power Solutions, Inc	Contract/Agreement	FY2022 Generator Service Plan	500.00
	Contract/Agreement Total:	406,315.42	
Local			
MidAmerican Energy Company	Local	Electric Services	53,383.89
Stanton Electric, Inc	Local	Underground Wiring	22,727.57
Bomgaars Supply, Inc	Local	Supplies	2,214.27
Northwest Concrete Products	Local	Bandshell Steps	1,015.00
Arnold Motor Supply, LLP	Local	Supplies	565.47
Stanton Electric, Inc	Local	LED Fixtures	491.67
Wiese Plumbing & Heating, Inc	Local	AC Repairs	445.00
Edwards Storm Lake	Local	Battery	392.37
Qwest Corporation	Local	Phone Service	225.23
Arctic Glacier International Inc	Local	Ice	220.50
Vetter Equipment	Local	Alternator	180.27
McCrea Enterprises	Local	Paint	138.00
Color-ize Inc	Local	Adopt a Planter Sign	117.75
Visual Edge Inc	Local	Copier Maintenance Agreement	225.97
Vetter Equipment	Local	Supplies	105.98
Marilyn Fields	Local	7/10/2021 Testing Proctor	75.00
Rent-All, Inc	Local	Auger Rental	70.00
Iowa Office Supply Inc	Local	Office Supplies	64.04
Storm Lake Industrial Corporation	Local	Wellness Supplies	60.00
Arctic Glacier International Inc	Local	Ice	57.90
Iowa Office Supply Inc	Local	Office Supplies	53.24
Michael P. Reinert	Local	Pipe	45.00
Iowa Office Supply Inc	Local	Paper	26.37
Fareway Stores, Inc	Local	Supplies	23.96
O'Reilly Automotive Inc	Local	Lights	21.93
Plumbing & Heating Wholesale, Inc	Local	PVC Pipe	15.46
Iowa Office Supply Inc	Local	Paper	13.58
Vetter Equipment	Local	Adjuster	9.76
	Local Total:	82,985.18	
Non-Local			
Municipal Supply, Inc	Non-Local	Pay #2 Exp Blvd Sewer Rehab	211,429.15
Karl Chevrolet, Inc	Non-Local	2021 Chevy Tahoe 2	72,928.00
Eastern Aviation Fuels, Inc	Non-Local	AV Gas	31,727.84
Schoon Construction & Excavation, LLC	Non-Local	Valve Replacements	21,165.00

My Buy Local_v1

Payment Date Range: 06/24/2021 - 07/08/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
Federal Signal Corporation	Non-Local	Signal Installation	6,608.00
Mississippi Lime Company	Non-Local	Lime	18,270.19
NW Iowa Planning & Development Commi	Non-Local	Membership Dues	5,300.00
Iowa League of Cities	Non-Local	FY2022 Membership Dues	4,686.00
Iowa Stormwater Education Partnership	Non-Local	FY2022 Membership	3,670.00
Ziegler, Inc	Non-Local	Inlet LS Repairs	3,289.91
WaterPro Supplies Inc	Non-Local	Pipe & Couplings	3,285.00
Piper Sandler & Co	Non-Local	Dissemination Agent Fee & Event Notices	2,500.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,649.25
Linde Inc	Non-Local	Carbon Dioxide	1,523.50
Jane D. Standley	Non-Local	FY2022 Lease	1,000.00
Digital Ally Inc	Non-Local	Body Cam	935.00
Midwest Breathing Air, LLC	Non-Local	Quarterly Air Test	913.26
Winther, Stave & Co., LLP	Non-Local	Services	750.00
FPC Financial f.s.b.	Non-Local	Hydraulic Repairs	629.31
Donald P. Diehl	Non-Local	FY2022 Lease Payment Parcel 2, 3, & 4	625.00
W. W. Grainger, Inc	Non-Local	Pressure Gauge	579.84
Atlas Business Solutions, Inc	Non-Local	Schedule Anywhere License	561.60
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	556.40
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	550.50
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	473.27
W. W. Grainger, Inc	Non-Local	Bike Racks	454.92
Artcraft & Foremost Inc	Non-Local	Vinyl	429.72
Donald P. Diehl	Non-Local	FY2022 Seeding Agreement	380.00
Ahlers & Cooney, P.C.	Non-Local	Amendment #8 Ind Park	360.00
Island Sprinkler Supply Company	Non-Local	Sprinkler Supplies	331.73
Tyler Technologies, Inc	Non-Local	Meter Interface	325.00
Elliot Equipment Company	Non-Local	Strainer	297.38
Hotsy Equipment Company	Non-Local	Power Washer Service	297.25
Marcus Lumber Company Corp	Non-Local	Kiwanis Sign Material	276.44
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	252.00
Iowa City/County Management Associator	Non-Local	FY022 Member- Navratil	250.00
Pitney Bowes	Non-Local	Postage Machine Agreement	249.99
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	240.25
Hach Company	Non-Local	Testing Supplies	218.36
Iowa League of Cities	Non-Local	MPA Registration- Martinez	195.00
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	186.11
University Enterprises, Inc	Non-Local	6/25/21 Enrollments- Muniz	150.00
Iowa Association of Municipal Utilities	Non-Local	WW Collection Workshop	150.00
Ed M. Feld Equipment Company, Inc	Non-Local	Boots	144.00
Road Machinery & Supply Co	Non-Local	Elements	138.40
University Enterprises, Inc	Non-Local	6/25/21 Enrollments- Beckman	175.00
Iowa Department of Natural Resources	Non-Local	2021 Oper Cert Renewal- Muniz	60.00
Northwest Iowa League of Cities	Non-Local	6/17/2021 Registration	45.00
Steven A Beeck	Non-Local	Window Cleaning Services	39.00
Cintas First Aid & Safety	Non-Local	Cleaning Supplies	24.44
Marcus Lumber Company Corp	Non-Local	Kiwanis Sign Material Returned	-182.15

Non-Local Total: 401,093.86

Payroll/Refunds

Chris Cole	Payroll/Refunds	6/24/2021 Logo Design Outreach Reimb	298.70
Patrick Diekman	Payroll/Refunds	Uniform	266.81
Jorge Tarin	Payroll/Refunds	Grade 4 Exam Fee	30.00
Matthew J Beckman	Payroll/Refunds	5/17/2021 Testing Reimb	30.00
Kane Pedersen	Payroll/Refunds	12/5/2019 Testing Reimb	120.00
Efrain Muniz Guerrero	Payroll/Refunds	6/26/2020 Testing Reimb	30.00
Jorge Tarin	Payroll/Refunds	Grade 4 Exam Fee	60.00
Gustavo Muniz	Payroll/Refunds	3/29/2021 Testing Reimb	30.00
Jorge Tarin	Payroll/Refunds	Grade 4 Exam Fee	30.00
Gustavo Muniz	Payroll/Refunds	5/27/2021 Testing Reimb	30.00
Efrain Muniz Guerrero	Payroll/Refunds	4/19/2021 Testing Reimb	90.00

My Buy Local_v1**Payment Date Range: 06/24/2021 - 07/08/2021****Vendor Name**Matthew J Beckman
Jorge Tarin**Buy Local Info**Payroll/Refunds
Payroll/Refunds**Payable Description**4/12/2021 Testing Reimb
Grade 4 Exam Fee**Total Payments**30.00
30.00**Payroll/Refunds Total:** 1,075.51**Grand Total:** 893,700.97

King's Pointe Resort

Claims Publication

From 6/17/2021 to 6/30/2021

Vendor	Description	Amount
1000bulbs.com	Supplies	\$275.46
A-1 Preferred LLC	Services	\$1,271.00
ACCO Unlimited Corporation	Supplies	\$70.25
Alliant Energy	Utilities	\$84.55
Arnold Motor Supply, LLP	Supplies	\$82.99
Pepsi Beverages Company	Beverages	\$1,402.54
Buena Vista Regional Medical Center	Services	\$1,794.00
Cintas Corporation	Supplies	\$2,983.33
City of Storm Lake- Water Dept.	Utilities	\$1,086.00
Color-ize	Supplies	\$817.57
COMMTRAK	Services	\$1,916.34
Doll Distributing	Beverages	\$3,366.03
ECOLAB	Supplies	\$728.93
Expedia, Inc.	Services	\$1,253.42
Fran Murr	Services	\$750.00
Gecko Hospitality Inc.	Services	\$21,400.00
Grainger	Supplies	\$405.45
GuestSupply	Supplies	\$1,812.40
Heartland Payment Systems	Services	\$120.00
Hermel Wholesale	Food	\$1,807.18
HyVee	Beverages	\$2,345.26
IA Dept of Revenue	Taxes	\$5,000.00
Johnson Brothers	Beverages	\$1,852.95
Kaleidoscope Marketing	Services	\$731.02
Kelli's Gift Shop Suppliers	Supplies	\$208.44
King's Pointe - Petty Cash	Supplies	\$663.76
KTIV Television Inc.	Advertising	\$1,140.00
Lexyl Travel Technologies LLC	Services	\$332.70
Management Fee May 2021	Agreement	\$15,459.24
Martin Brothers	Food	\$18,975.13
Mediacom	Utilities	\$472.90
Melanders	Supplies	\$175.00
MidAmerican Energy	Utilities	\$19,332.78
Nelson's Premix and Vet Supply	Supplies	\$209.90
Office Elements	Supplies	\$75.61
Payroll 6/23/2021	Payroll	\$100,534.73
Plumbing and Heating Wholesale, Inc.	Supplies	\$188.71
Shandy Home Improvements LLC	Services	\$7,060.00
Shift 4	Services	\$374.40
Silverware POS Inc.	Services	\$16,643.90
Speed's Auto Supply Inc.	Agreement	\$14,070.00
Spencer Radio Group	Advertising	\$84.00
Steve's Window Service	Services	\$120.00
Storm Lake Ace Hardware	Supplies	\$476.83
Storm Lake Times	Advertising	\$1,248.00
Sysco Iowa, Inc.	Food	\$8,380.75
Travel and Transport, Inc.	Services	\$86.20

Verizon Wireless	Utilities	\$146.75
Victor J. Morles	Reimbursement	\$510.58
Vista Paints	Supplies	\$30.00
		<u>\$260,356.98</u>

CITY OF STORM LAKE, REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS JUNE 21, 2021, 5:00 PM

Present: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice, Dan Smith, Kevin McKinney, and Maria Ramos. Absent: none

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Police Chief Chris Cole, Fire Chief Mike Jones, Water Quality Code Compliance Director Scott Olesen, Water and Wastewater Plant Control Specialist Ron Covert, Library Director Elizabeth Huff, Public Services Supervisor Scott Bonebrake, Finance Director Brian Oakleaf, City Clerk Mayra Martinez and Staff Accountant Tyler Gibbins.

Media Present: Tom Cullen – The Times, Dana Larsen – Pilot Tribune and Ryan Thompson – KAYL Radio (via telephone)>

Public Present: Jessica Escamilla – intern at the City Water Plant, Kolby Struchen and Shane Stewart – water plant operators.

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

Pledge of Allegiance

Agenda - Moved by Council Member Ibarra to approve setting the Agenda as presented. Seconded by Council Member Smith. Vote: All ayes. Motion carried.

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

Hear the Public - No comments from the public.

Consent Agenda - Moved by Council Member McKinney to approve the Consent Agenda which includes list of bills Check #'s 76945 through 76998, EFT #'s 1985 through 2087 and #568, King's Pointe and Sunrise Pointe disbursements, June 7, 2021 City Council minutes, acknowledge the Library and Airport June 2021 minutes, approve appointment of Shelby Nelsen to the Parks, Trails and Trees Board – 3 year Term, new liquor license for MP AB Sports Bar, renewal cigarette permits for BLP Phonpei, Brewsters and Sichanh Liquor store, Resolution No. 89-R-2020-2021 approving Employee Handbook amendments, easements for the Hwy 7 & 110 Intersection Improvements project, agreements with Storm Lake Cab & RIDES for transit services, and the SLPD Code Enforcement Summary. Seconded by Council Member Ibarra. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 89-R-2020-2021

RESOLUTION ADOPTING AN UPDATE TO THE CITY OF STORM LAKE EMPLOYEE POLICY HANDBOOK

BE IT RESOVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA WHEREAS, the existing Storm Lake Municipal Employee Policy Handbook contains a provision, which the City Council of the City of Storm Lake, Iowa feels should be changed; and

WHEREAS, the City Council continues to believe that it is the best policy of the City that employee policies should be reduced to a written handbook; and

WHEREAS, the City Council of the City of Storm Lake feels it best to amend Section 5.3 Sick Leave and 5.4 Family Care Leave of the Employee Policy Handbook; and

WHEREAS, it would be in the best interests of the City of Storm Lake and its employees if the revision of the Employee Policy Handbook be adopted effective July 1, 2021.

IT IS THEREFORE RESOLVED that the Storm Lake Municipal Employee Policy Handbook completed January 18, 2016 and on file with the City Clerk shall be official policy of the City of Storm Lake with regard to its employees as to the matters contained therein.

BE IT FURTHER RESOLVED that the amendment to Section 5.3 Sick Leave of the Storm Lake Municipal Employee Policy Handbook adopted herein shall add the following language:

*As of July 1, 2021, eighty (80) hours of sick leave may be used for care of family members per calendar year.

And amendment to Section 5.4 Family Care Leave shall add the following language:

*As of July 1, 2021, eighty (80) hours of sick leave may be used for care of family members per calendar year.

as of the date of the enactment of this Resolution for current employees and for all persons hired subsequent to the date of this Resolution.

PASSED AND APPROVED this 21st day of June, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra Martinez, City Clerk

Radio Park Lift Station Project - Moved by Council Member Ibarra to adopt Resolution No. 90-R-2020-2021 approving Change Order No. 1 on a reduction of \$1,245.08 for the Radio Park Lift Station project. Total Contract amount of \$492,782.92. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 90-R-2020-2021

RESOLUTION ADOPTING CHANGE ORDER NO. 1 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 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 a decrease of \$1,245.08 to the contract for a total contact amount of \$492,782.92.

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

PASSED AND APPROVED this 21st day of June, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Sunrise Pointe Golf Course Update – Staff Accountant Gibbins gave a monthly update regarding the Sunrise Pointe Golf Course events.

Sunrise Cabin(s) Construction Project - Moved by Council Member Ibarra to approve a professional services agreement with Bolton & Menk for completion of the 2021 additional Sunrise Cabin(s) construction project. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Enterprise Fund Rate Study - Moved by Council Member Smith to approve an agreement with Piper Sandler for an Enterprise Fund Rate study. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

2020 Expansion Boulevard Improvements – Hydrant Improvements - Moved by Council Member Ramos to adopt Resolution No. 91-R-2020-2021 approving final completion, Change Order No. 1, and Final Payment of the 2020 Expansion Boulevard Improvement – Hydrant improvements. Seconded by Council Member Ibarra. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 91-R-2020-2021

RESOLUTION APPROVING FINAL PAYMENT, CHANGE ORDER NO. 1 AND CLOSE OUT OF THE EXPANSION BOULEVARD HYDRANTS IMPROVEMENT 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 Hydrants Improvements 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, SCE, LLC was awarded the construction contract on August 3, 2020; and

WHEREAS, Construction was deemed substantially complete May 17, 2021 and final completion occurred June 11, 2021.

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

Section 1. To approve Certificate of Completion as submitted by Bolton & Menk for the Expansion Boulevard Hydrants Improvements Project pursuant to the contract with SCE, LLC for work performed in the amount of \$88,888.50.

Section 2. To acknowledge that the final amount of the contract for work performed by SCE, LLC is \$77,372.00 as noted in Change Order No. 1, a reduction of \$11,516.50.

Section 3. Final payment will be made to SCE, LLC in the amount of \$10,138.60.

PASSED AND APPROVED this 21st day of June, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Water Conservation Measures - Moved by Council Member Rice to adopt Resolution No. 92-R-2020-2021 implementing Water Conservation measures. Seconded by Council Member Ibarra. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 92-R-2020-2021

RESOLUTION TO DESIGNATE WATER CONSERVATION MEASURES FOR USERS OF THE STORM LAKE WATER SYSTEM

WHEREAS, During and following drought conditions which may occur from time to time, the supply of water available to the Storm Lake Water Plant may become significantly and seriously depleted; and

WHEREAS, Continuing hot, dry weather is causing the supply of water to be insufficient to meet the customary and usual demand of water customers; and

WHEREAS, The City Council now finds a public emergency water shortage and hereby implements water conservation methods as outlined in the Storm Lake Municipal Code.

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

Section 1. The following water conservation measures are now in effect:

- No lawn watering on Monday. On other days for both residential and Business – Watering should only occur between 8:00 PM to 8:00 AM. Water shall not be allowed to run onto sidewalks, driveways, and streets.
- Additionally, no washing of boats or vehicles in driveways and no power washing of houses.
- New seedings and sod may only be planted and watered before May 31st and after September 30th.
- Golf course fairways can be watered from 2:00 AM to 6:00 AM. Also, an exception for watering the golf course greens as needed.

Section 2. Further, as drought conditions may continue through October 2021, pursuant to Storm Lake Municipal Code Section 3-5-5, additional action necessary during this time may be taken by the Mayor or City Manager and issued through a Proclamation.

PASSED AND APPROVED this 21st day of June 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Work Session- Airport Commission

The City Council, City Manager and City Attorney discussed changes to the ordinance about member requirements for the Airport Commission. The discussion covered allowing one to two members on the Commission to be able to live outside Storm Lake city limits. Phil Havens also provided input that those members who live outside City limits should be required to pay property taxes inside Storm Lake city limits during their term of serving as an Airport Commissioner.

City Council Requested Items – None at this time.

Adjourn - Moved by Council Member Ibarra to adjourn at 5:44 pm. Seconded by Council Member McKinney. Vote: All ayes. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Nelda Kirkholm

From: noreply@civicplus.com
Sent: Tuesday, June 29, 2021 4:44 PM
To: cityclerk
Subject: Online Form Submittal: Board & Commission Renewal Form

Board & Commission Renewal Form

City of Storm Lake
PO Box 1086, 620 Erie Street Phone 712-732-8000

BOARD & COMMISSION RENEWAL FORM

Please complete this form and return it to the City Clerk for consideration of re-appointment by Mayor and the Storm Lake City Council

First Name	Diane
Last Name	Daniels
Current Board/Commission Serving	Civil Service Commission
Address1	1624 W 6th St
City	Storm Lake
State	Iowa
Zip	50588
Primary Phone Number:	712 299 9863
Secondary Phone Number:	<i>Field not completed.</i>
Email Address (main point of contact):	didaniels2009@gmail.com
Do you still reside within the City Limits of City of Storm Lake?	Yes
Would you like to be re-appointed to the same board/commission if possible?	Yes

Beginning in 2012 Iowa law requires that government appointed boards and/or commission be gender balanced when and where possible. The City will review all

re-appointments for positions based on this state regulation and make re-appointments to comply with that requirement. Should it not be possible to re-appoint you to the same board the City will look at other opportunities to appoint to other boards and/or commissions should you so desire.

Would you like to be
appointed to a different
board/commission?

No

If you answered "YES" please identify up to three other boards and/or commissions you would be interested in serving on.

First Choice

Field not completed.

Second Choice

Field not completed.

Third Choice

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

Nelda Kirkholm

From: noreply@civicplus.com
Sent: Thursday, July 1, 2021 10:57 AM
To: cityclerk
Subject: Online Form Submittal: Board & Commission Renewal Form

Board & Commission Renewal Form

City of Storm Lake
PO Box 1086, 620 Erie Street Phone 712-732-8000

BOARD & COMMISSION RENEWAL FORM

Please complete this form and return it to the City Clerk for consideration of re-appointment by Mayor and the Storm Lake City Council

First Name	Mark
Last Name	Kirkholm
Current Board/Commission Serving	Board of Adjustment
Address1	803 West 5th st
City	Storm Lake
State	Ia
Zip	50588
Do you wish to continue serving on any City Committee.	I plan to continue serving (Complete and Submit)
Primary Phone Number:	712-299-7097
Secondary Phone Number:	Field not completed.
Email Address (main point of contact):	Kirkholmm@gmail.com
Do you still reside within the City Limits of City of Storm Lake?	Yes
Would you like to be re-appointed to the same	Yes

board/commission if possible?

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

Would you like to be appointed to a different board/commission?

Field not completed.

If you answered "YES" please identify up to three other boards and/or commissions you would be interested in serving on.

First Choice

Field not completed.

Second Choice

Field not completed.

Third Choice

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

**CITY OF STORM LAKE
CONTRACT FOR WATER SERVICE**

On this _____ day of _____, 20____, the following Agreement is reached between _____, hereinafter referred to as "APPLICANT" and the City of Storm Lake, Iowa, hereinafter referred to as "CITY".

Background

CITY is a municipal corporation of the State of Iowa, located in Buena Vista County. CITY operates a water plant and water distribution system, and is authorized by its Ordinance III-4-6 to sell water to property owners located outside the city limits and not contiguous to those limits. APPLICANT desires to purchase water from CITY. The parties, therefore, agree that CITY will sell water to APPLICANT and APPLICANT will purchase water from CITY in accordance with the following terms and conditions.

Agreement

1. APPLICANT hereby requests water service to the following described premises:

Street Address: _____

Legal Description: _____

APPLICANT hereby warrants that APPLICANT (individually or jointly, as appropriate) holds title in fee simple to the property described.

2. CITY hereby agrees to sell water to APPLICANT to service the residence or commercial property located upon the property based upon APPLICANT'S representation that the parcel described is the entire parcel of real estate owned by the APPLICANT which is contiguous to the site for which water service is sought.

3. The water to be purchased shall be for human consumption and household or commercial use only and shall not be used for livestock, poultry or other farming operations. In addition, APPLICANT agrees that APPLICANT will not resell the water provided by CITY to any other consumer.

4. The parties agree that APPLICANT shall not consume more than 96,000 gallons of water

in any calendar year nor more than 8,000 gallons of water in any calendar month.

5. Notwithstanding the provisions of the previous paragraph, the parties understand and agree that CITY shall only be responsible to provide water of quality required by the CITY's permit from the Iowa Department of Natural Resources, and that the CITY shall not be liable for failure to supply a particular quantity of water provided that CITY is operating in good faith and is not intentionally treating APPLICANT differently than it is treating consumers within its corporate limits. CITY shall also not be liable for temporary disruption in water service caused by the necessity of repairing, replacing or servicing water mains which service APPLICANT'S property. Note: In the Bel-air subdivision, the CITY shall not have any responsibility to repair or replace the water main unless and until the Bel-air distribution system has been conveyed to the CITY.

6. APPLICANT agrees that APPLICANT shall be solely responsible for constructing a service line to the nearest available CITY main and the hook up thereto, including the cost thereof, and it is specifically understood that CITY shall have no responsibility to extend its existing main so as to service APPLICANT'S property. Applicant shall be responsible for installing a stop cock (shutoff) on the waterline where it will be accessible to the CITY and for installing a water meter as set forth in paragraph 10. In addition to the actual cost of construction and hook up to the CITY main, APPLICANT shall pay a special hook up fee in the amount of \$ 1,500.00 to CITY and which fee must be paid prior to the installation of the service line.

7. APPLICANT further agrees that after the installation of the service line APPLICANT shall remain solely responsible for the maintenance of the service line and the cost thereof.

8. APPLICANT further agrees that all installation of service lines and the subsequent maintenance thereof shall be done by a licensed plumber and that no connections to the CITY'S main shall be made except upon specific authorization of the CITY and with appropriate supervision of CITY personnel.

9. The term of this Contract shall be for a period of 10 years commencing on the date of this agreement. During the term of the Contract, it cannot be terminated by either party, in the absence of a breach of the Contract by the opposite party, except upon the written consent of both the CITY and the APPLICANT. This contract shall automatically renew for a 10 year term unless either party notifies the other party at least one year in advance of the termination of the contract that they desire to renegotiate the contract or terminate the contract.

10. To measure the quantity of water consumed, APPLICANT agrees to purchase a meter and a remote meter, of a size and model to be determined by CITY, from CITY at a cost of \$740.60 APPLICANT further agrees that the meters shall be installed at a location and in the manner required by CITY.

11. APPLICANT shall pay CITY for all water consumed at a rate equal to 150% of the rate charged to CITY'S residential or commercial consumers, as appropriate, payable monthly. The rate referred to herein shall be the rate or rates applicable under the provisions of Chapter III-5 of

CITY'S municipal code and any subsequent amendments thereto. The 150% factor shall be applicable not only to the base rate set forth in III-5-1, but also to the premium rate set forth in III-5-7 as well as any other applicable surcharges subsequently adopted. If APPLICANT should request that billings be sent to any person other than APPLICANT, such as a tenant, APPLICANT shall nevertheless be liable for all payments due from the third party if they should default.

12. APPLICANT agrees to be bound by all of the provisions of Chapter III-4 of the Storm Lake Municipal Code, as it now reads or may hereafter be amended, relating to the respective rights and responsibilities of water consumer within the City of Storm Lake to the extent not inconsistent with this Contract. APPLICANT also agrees to be bound by the provisions of Chapter III-5 of the Municipal Code of the City of Storm Lake relating to water conservation measures at any time that such conservation measures are activated for residents of CITY.

13. a) If at any time during the Contract the CITY should annex additional territory into CITY and which annexation is subsequently approved by the City Development Board of the State of Iowa, and if as the result of that annexation any boundary (or portion thereof) of the property described in Paragraph I is then contiguous with any portion of the boundary of the City limits of CITY, APPLICANT agrees to file a voluntary petition of annexation to the City of Storm Lake with respect to the property described in Paragraph I within 30 days after written notification by CITY of the earlier annexation that caused the contiguous boundaries.

b. APPLICANT also agrees that if, during the term of the Contract, CITY shall initiate a plan to involuntarily annex territory including the property described in Paragraph I, APPLICANT will not file nor permit to be filed on APPLICANT'S behalf any resistance to the plan of involuntary annexation.

c. To guarantee the effectiveness of the covenants contained in this paragraph, APPLICANT identifies the following person or persons who would have a dower interest in this property that are not otherwise parties to this Agreement, and by their signatures hereto, those persons with a dower interest hereby subordinate that dower interest and agree to be bound by the terms of this paragraph. APPLICANT further agrees to obtain a subordination agreement with respect to each lienholder having an interest in this property wherein that lienholder consents to the provisions of this paragraph and this Agreement shall not become effective until such subordination agreements have been received by CITY.

Persons who would have a dower or spousal interest in this property are:
(insert the name of any spouse of an owner who is not himself or herself an owner)

Lienholder against this property as of this date are:

14. If APPLICANT should breach any of the provisions of this Agreement, CITY Shall be entitled to bring an action for specific performance or for damages, as appropriate, and as an alternative to an action for specific performance and as an additional remedy in connection with or independent of an action for damages, CITY may terminate the Contract. As an additional remedy with respect to a breach of the provisions of Paragraph 4, CITY shall be entitled to charge for the excess water consumed at a rate equal to 200% of the normal contract billing rate. As an additional remedy with respect to a breach of the water conservation provisions of Paragraph 12, CITY shall be entitled to charge at the rate of three cents (\$0.03) per gallon for excess gallons consumed when water conservation is in effect.

15. This Agreement shall run with the land described in Paragraph 1 and shall be binding upon the heirs, successors, and assigns of each of the parties.

CITY OF STORM LAKE

APPLICANT

(every person having an ownership interest must sign, as well as any spouse of an owner)

By _____
City Manager

City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BUENA VISTA)

On this _____ day of _____, 20____, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the City Manager and City Clerk, respectively, of said corporation executing the within and foregoing instrument to which this is attached, that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its City Council; and that the said _____ and _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

_____, Notary Public In And For Said County and State

STATE OF IOWA)
) ss.
COUNTY OF BUENA VISTA)

On this _____ day of _____, 20 ____, before me, the undersigned, a notary public in and for said County, in said State, personally appeared _____ to me known to the identical person(s) named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

, Notary Public In And For Said County and State

STATE OF IOWA)
) ss.
COUNTY OF BUENA VISTA)

On this _____ day of _____, 20____, before me, the undersigned, a notary public in
and _____ for _____ said _____ County, _____ in _____ said _____ State, _____ personally _____ appeared
_____ to me known to the identical person(s) named in and
who executed the within and foregoing instrument, to which this is attached, and acknowledged that
they executed the same as their voluntary act and deed.

, Notary Public In And For Said County and State

STATE OF IOWA)
) ss.
COUNTY OF BUENA VISTA)

On this _____ day of _____, 20____, before me, the undersigned, a notary public in
and _____ for _____ said _____ County, _____ in _____ said _____ State, _____ personally _____ appeared
_____ to me known to the identical person(s) named in and
who executed the within and foregoing instrument, to which this is attached, and acknowledged that
they executed the same as their voluntary act and deed.

_____, Notary Public In And For Said County and State

Staff Summary

7/6/2021

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	\$ 2,231.00
Contract/Agreement	\$ 406,315.42
Local	\$ 82,985.18
Non- Local	\$ 401,093.86
Payroll/Refunds/Pyrl Tax & Ins	\$ 348,412.41
Total Expenses	\$ 1,241,037.87
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
 Project Activity Report	Contract

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...	1,200,365.00	228.10	1,134,312.96	0.00	1,134,312.96	66,052.04
01112-0020	10th & Ontario StormWater Improvem...	1,753,734.33	-0.96	1,752,287.45	0.00	1,752,287.45	1,446.88
01112-0021	4th & Oats StormWater Improvements	938,841.70	4,944.46	806,895.07	0.00	806,895.07	131,946.63
16-19284	4th & Bartion Storm Water Improvemen...	755,430.10	30,703.90	707,195.83	0.00	707,195.83	48,234.27
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	2,480,755.00	0.00	773,876.46	0.00	773,876.46	1,706,878.54
20-23848	Storm Lake WTP- Electrical MCC Replac...	277,550.00	23,129.16	160,604.23	53,116.64	213,720.87	63,829.13
20-24387	Radio Park Lift Station Replacement	568,528.00	568,528.00	210,533.31	0.00	210,533.31	357,994.69
20-HSG-022	2021 Housing Sustainability Project	78,000.00	78,000.00	21,365.00	2,000.00	23,365.00	54,635.00
35665	1st & Mae Street	764,059.53	-5,064.54	762,612.66	0.00	762,612.66	1,446.87
8406	7th & Geneseo St Sanitary Sewer Impro...	410,306.35	0.00	408,859.48	0.00	408,859.48	1,446.87
P11.112742	North Central SW Phase II	1,854,441.25	-1,031.74	1,853,147.38	0.00	1,853,147.38	1,293.87
P11.117908	Michigan Street Parking Lot Reconstruct...	409,297.00	0.00	453,347.70	0.00	453,347.70	-44,050.70
P11.118940	Oneida Street Reconstruction from RR t...	2,439,962.12	87,141.62	674,407.42	298,389.38	972,796.80	1,467,165.32
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	96,724.36	209,969.60	5,260.00	215,229.60	1,208,400.40
P11.120478	Tulip Lane SW Improvements	513,049.50	19,360.38	399,294.83	0.00	399,294.83	113,754.67
P11.120650	2020 Expansion Blvd Improvements	1,086,197.10	86,895.76	580,013.75	211,429.15	791,442.90	294,754.20
P11.122266	7th Street Sewer Lining/2021 CIPP	509,723.25	509,723.25	105,497.80	27,969.90	133,467.70	376,255.55
T51.119823	Runway 13/31 & Taxiway Lighting	453,189.00	0.00	422,130.17	0.00	422,130.17	31,058.83
Urban20WQI-004	SLHS Courtyard Conservation	100,000.00	100,000.00	16,762.96	0.00	16,762.96	83,237.04
Report Total:		18,734,890.24	1,599,281.75	12,137,983.17	598,165.07	12,736,148.24	5,998,742.00

Group Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	453,189.00	0.00	422,130.17	0.00	422,130.17	31,058.83
Economic Development	895,831.01	178,000.00	722,997.07	2,000.00	724,997.07	170,833.94
National Resiliency Disaster Grant Proje...	8,699,951.01	558,862.85	7,930,103.46	27,969.90	7,958,073.36	741,877.65
Sanitary Sewer Projects	3,049,283.00	568,528.00	984,409.77	0.00	984,409.77	2,064,873.23
Street Construction	5,359,086.22	270,761.74	1,917,738.47	515,078.53	2,432,817.00	2,926,269.22
Water Project	277,550.00	23,129.16	160,604.23	53,116.64	213,720.87	63,829.13
Report Total:	18,734,890.24	1,599,281.75	12,137,983.17	598,165.07	12,736,148.24	5,998,742.00

Type Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	8,685,919.22	862,418.90	3,062,752.47	568,195.17	3,630,947.64	5,054,971.58
Federal/State Grant	9,870,971.02	558,862.85	9,037,102.74	27,969.90	9,065,072.64	805,898.38
Grant	178,000.00	178,000.00	38,127.96	2,000.00	40,127.96	137,872.04

Staff Summary

7/6/2021

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: **2021 SLHS Homecoming Parade**

BACKGROUND: Attached is a request letter and map for street closures and parade permit for the 2021 Storm Lake High School Homecoming Parade.

The parade will occur on Friday September 10th 2021 at 2:30 PM. The parade will start on East 7th and Lake and proceed south on Lake to Railroad Street, East on RR to Cayuga, north on Cayuga to 7th.

The route is the same as in past years.

The request involves the following:

*Parade Permit for September Friday 10th

*Temporary street closures 100 block of E 7th, 7th and Lake, 6th and Lake, 5th and Lake, RR and Lake, RR and Erie, RR and Cayuga, 5th and Cayuga, 6th and Cayuga 7th and Cayuga.

*Noise variance in the central business district from 2:00PM to 4PM.

FISCAL IMPACT: The SLPD will accrue staff time associated with the event. The staffing hours will be absorbed in the normal operating budget.

RECOMMENDATION: Pass the resolution.

ATTACHMENTS:

Description	Type
Letter and map	Contract

6/23/2021

To: Chief Chris Cole, S.L.P.D.
From: Mike Cameron, AP, SLHS
Re: Homecoming Parade Fall 2021

Dear Chief Cole,

The purpose of this letter is to request a Homecoming Parade Permit and assistance for the 2021 Storm Lake High School Homecoming Parade. The date and time of this parade is Friday, September 10th, 2021 at **2:30 p.m.** The parade route will be East 7th to Lake Avenue to Railroad St. to Cayuga St. to East 7th. We will be assembling in the High School Parking lot and request assistance in getting to and from the parade route. Please see the attached map.

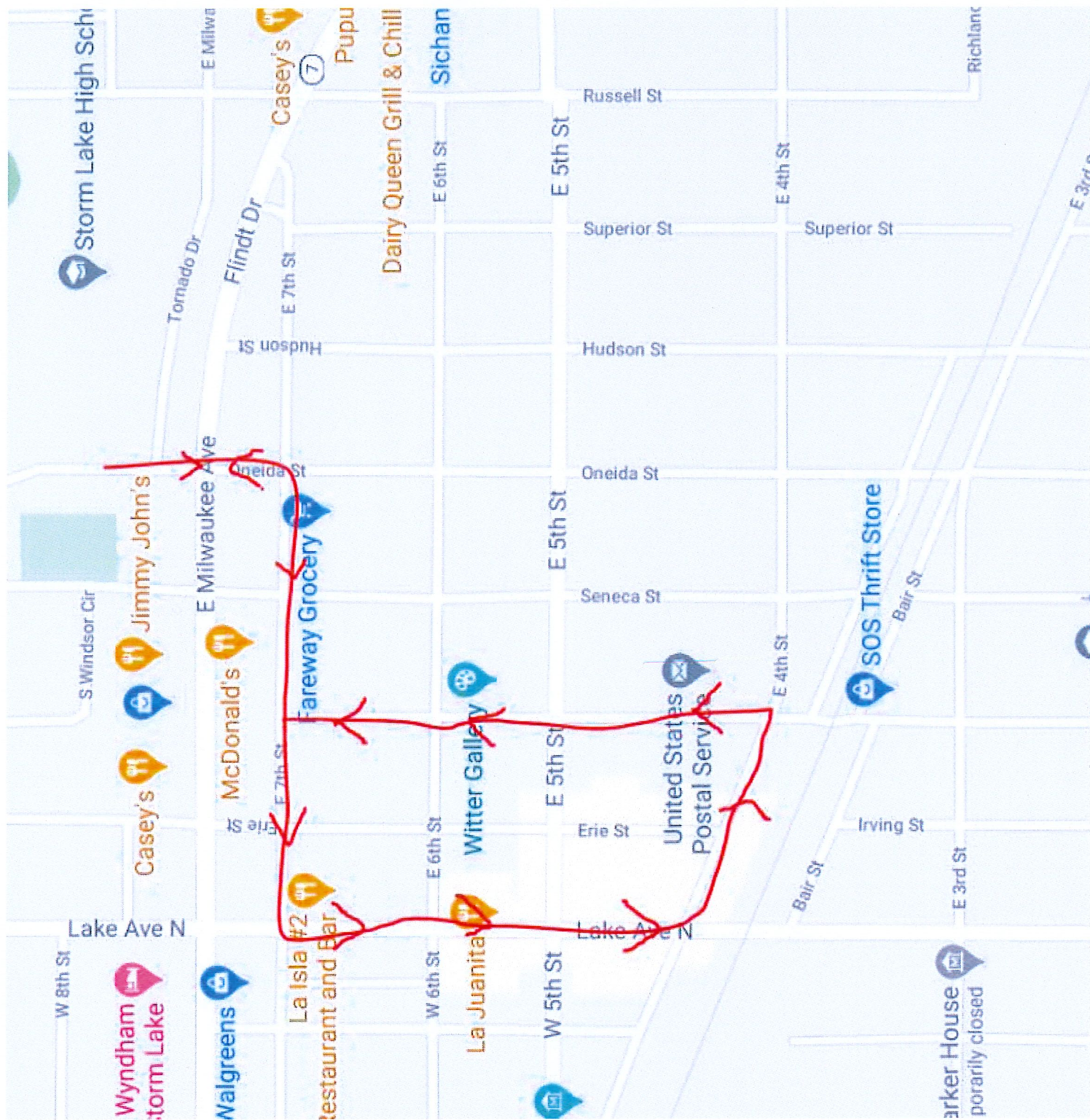
Please issue the permit to:

Mike Cameron
Storm Lake High School
621 Tornado Drive
Storm Lake, IA. 50588

Thank you,

Mike Cameron

CC: Matt Doebel
Jeff Tollefson, COO



Staff Summary

7/6/2021

Agenda Item # D.



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: 6/16/2021 to 6/29/2021

Total: 56

Tall Grass and Weeds – 25
Accumulate Junk – 15
Junk Vehicles – 5
Accumulate used Tires – 2
Parking Restricted to hard surfaces – 5
Accumulate Trash – 4

0 Citations

FISCAL IMPACT: None

RECOMMENDATION: None

Staff Summary

7/6/2021

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. 01-O-2021-2022 Amending Title VIII Of The 1994 Recodification Of The Municipal Code Of The City Of Storm Lake, Iowa By The Addition Of A New Chapter 13 Regulating The Operation Of Horse-Drawn Carriages And Providing Penalties For Violations - 1st Reading**

BACKGROUND: In the past month, the Storm Lake Police Department received inquiries for an event involving a horse drawn carriage that would be operating on the City Streets. As we researched the request, it was determined that the City of Storm Lake had no ordinances pertaining to such regulations regarding to such activities.

The item brought before Council is an ordinance to amend Title VIII of the 1994 recodification of the municipal code of the City of Storm Lake, by addition of a new chapter 13 regulating the operation of horse drawn carriages and providing penalties for violations.

Section 1. Title VIII of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa is hereby amended by the addition of a new Chapter 13 as follows:

“HORSE-DRAWN CARRIAGES

8-13-1 Definitions.

Horse drawn carriage or carriage means any vehicle which is operated or pulled by a horse for the transportation of passengers and which is operated in the City of Storm Lake, Iowa.

8-13-2 License Requirement and Exception to License Requirement.

The operation of any horse-drawn carriage upon the streets or public ways of the City of Storm Lake, Iowa for the purpose of transporting persons for hire, as a contractual service, or for any non-commercial reason is a violation of this Chapter unless it is operated in accordance with the provisions of this chapter and pursuant to a valid license issued by the City. However, no such license shall be required to operate a horse-drawn carriage while participating as an entry or part of an entry in a parade approved by the City Council and while traveling by the most direct route between the location where the horse is hitched to or unhitched from the carriage and the parade route, immediately before and after the parade.

8-13-3 Application for License.

An application for a horse-drawn carriage license shall be made to the City Clerk on forms provided by the City. In addition to the other information required by this chapter, the application shall contain:

1. The name, address, telephone number, e-mail address if any, and the date of birth of the applicant and the name, address, telephone number, e-mail address if any, and the date of birth of each person who will operate a horse-drawn carriage pursuant to the license.
2. The duration of the license for which the applicant is applying.
3. A certificate that all carriages to be used by the applicant for the transportation of persons have been inspected and are in good working order and in full compliance with all applicable laws of the state of Iowa.
4. The number of carriages owned by the applicant that are to be operated by the applicant pursuant to the license.
5. All routine routes, including maps of such routes, to be taken by any horse-drawn carriage, which routes comply with Section 8-13-5. Any change in a route must be applied for in writing with the City Clerk and approved by the City in advance of taking the new route in accordance with Section 8-13-5.
6. A schedule of rates and charges to be paid by passengers. Should the schedule change during the period for which the license is issued, the revised schedule shall be filed with the City at least ten days before the effective date of the new rates and charges.

7. An agreement that any horse-drawn carriage shall be operated strictly in accordance with Section 8-13-6 and that the license holder will indemnify and hold harmless the City for all judgments, liens, and expenses arising out of the operation permitted by the license.

8-13-4 Issuance of License

The City Clerk, upon review of the license application with the police department and any other appropriate department or agency, shall determine whether a license will be issued to the proposed licensee. A waiting period of not less than three (3) business days from the date on which the application is filed with the City Clerk shall be in effect to provide sufficient time for the City Clerk's fact gathering process to be completed. A license may issue if the City Clerk finds:

1. The information in the application is correct and accurate;
2. Each proposed operator is or will be at least 18 years of age at the time of such operator's operation of the horse-drawn carriage, possesses a current valid Iowa motor vehicle driver license, and is free of any infirmities that would render the operator unfit for the safe operation of a horse-drawn carriage; and
3. Neither the applicant nor any proposed operator under the license has been convicted of a felony or an offense involving sexual abuse or requiring sex offender registration, or an offense involving force or violence.
4. The license fee required by Section 8-13-10 has been paid.
5. The certificate of insurance required by Section 8-13-7 has been filed.

The City Clerk shall deny issuance of the license if the Clerk finds that any of the five conditions set forth above is not satisfied.

8-13-5 Carriage Routes and Operation Schedule.

(1) Any horse-drawn carriage shall be operated upon routine routes set forth in the initial license application or as provided in this section. A proposed route filed with the City Clerk shall contain the following:

- a. A description and map of the routine routes on which the

carriage will operate.

b. The location of the site or sites to be used for the off-street storage and loading of carriages and stabling of horses.

c. The days and hours of operation.

(2) The City shall refer the route requests to the Chief of Police, who may reject any route that is unsafe or inappropriate use of public streets.

(3) This section shall not be construed to prohibit an operator of a horse-drawn carriage from taking a route not on the list of routes approved by the City if traveling to or from a parade approved by the City in which the horse-drawn carriage will take part or for a non-recurring event.

8-13-6 Operation of Horse-Drawn Carriages.

A horse-drawn carriage shall be operated only in accordance with the following regulations:

1. A copy of the horse-drawn carriage license shall be displayed in all carriages covered by such license. Upon the City's approval of the applicant's application for a license, the City shall issue the number of duplicates as requested in the application for the carriages to be used under the license. No horse-drawn carriage shall be operated upon the streets of the City unless licensed by the City pursuant to this Chapter.

2. A horse-drawn carriage shall be operated by a person who is qualified to be an operator under the provisions of this chapter.

3. A horse-drawn carriage, when in motion, shall be operated only in the traffic lane closest to the curb on any public street and the operator shall obey all applicable state and local traffic laws, ordinances, and regulations.

4. No horse-drawn carriage shall be operated on a public street or public way unless a valid liability insurance policy as specified in Section 8-13-7 is on file with the City.

5. The operator of a horse-drawn carriage shall inform any person hiring the carriage of all the rates and charges before any service are rendered, which shall be the same as those on file with the City.

6. Horse-drawn carriages shall pick up and discharge passengers only upon the curb lane.
7. Occupancy of a horse-drawn carriage shall not exceed the rated seating capacity of the carriage.
8. No passenger shall be allowed to ride on any part of the carriage while in motion unless seated inside the carriage.
9. An operator of a horse-drawn carriage shall not solicit patronage in a loud voice or in any manner to annoy or obstruct the movement of a person, or follow any person for the purpose of soliciting patronage.
10. An operator of a horse-drawn carriage is prohibited from smoking while carrying passengers.
11. No person may consume any alcoholic beverage while such person is riding in or operating a horse-drawn carriage.
12. All horses shall wear the proper type of rubber horseshoe from April 1 to November 1 of each calendar year. Any form of cleated horseshoe is prohibited on public streets except when needed in icy conditions.
13. No carriage shall be operated on City public streets or public ways unless it or the horse is equipped with a manure-catching device to hold manure until the operator is able to dispose of it properly. Horse manure shall be disposed of outside of City limits in any manner consistent with federal, state, and local laws, or in places designated for such disposal by the City inside the City limits.
14. A horse-drawn carriage operated in the City under this chapter shall be equipped with all of the following:
 - (a) No less than one and one-fourth (1¼) inch spoked wheels with a rubber covering thick enough to protect the streets from damage and to minimize noise.
 - (b) Brakes, taillights, and brake lights on the rear of the carriage.
 - (c) Front lights on both sides that will emit light to the front and side visible from a distance of 500 feet.
 - (d) A device to catch horse manure and prevent the manure from falling on the pavement.

(e) A slow-moving vehicle sign approved by the state of Iowa and attached to the rear of the carriage or two operational red flashing lights visible from the rear.

8-13-7 Insurance.

Before a license for a horse-drawn carriage shall be issued, the owner shall file with the City a certificate of insurance issued by an insurance company licensed to do business in the state of Iowa, showing liability insurance coverage for each and every horse-drawn carriage owned, operated or leased by the applicant with a minimum of \$1,000,000.00 coverage per person for bodily injury or death, \$1,000,000.00 coverage per accident, and \$1,000,000.00 coverage for property damage resulting from any one accident, regardless of whether the carriages are driven by the owner, his agent, an employee, a lessee, or a permittee. The certificate shall show that the policy of insurance lists the City of Storm Lake, Iowa, as an additional insured. The certificate of insurance shall contain a provision requiring the City to be notified by the insurance company of any cancellation, termination, or expiration of the policy thirty days prior to the terminating event. The cancellation or other termination of any such insurance policy shall automatically terminate any license issued for the horse-drawn carriage or carriages covered by such policy unless another policy complying with the provisions of this section shall be provided to the City and in full force and effect at the time of such cancellation or termination.

8-13-8 Requirements for Operator.

An operator of a horse-drawn carriage shall:

- a. Possess a valid, current, motor vehicle Iowa driver license.
- b. Be at least 18 years of age.
- c. Be free of any infirmities that would render the operator unfit for the safe operation of a horse-drawn carriage.
- d. Not be under the influence of drugs or alcohol while operating a horse-drawn carriage in the City.

8-13-9 Denial, Suspension, and Revocation.

1. A violation of this chapter by the holder of a license issued under this chapter shall be grounds for suspension or revocation of the license by the City Manager after notice and hearing.
2. A denial of a license application may be appealed within ten days of the denial to the City Manager by submitting a written appeal notice to the City Clerk.
3. A suspension, revocation or denial of a license issued under this chapter may be appealed from a decision by the City Manager to the City Council by submitting to the City Clerk a written notice of appeal from the City Manager's decision within 10 days of the date of the decision.

8-13-10 License Fees.

An applicant for a horse-drawn carriage license shall pay to the City a fee for the license before the issuance of such license. The license may be issued for a period of one day, seven consecutive days, thirty consecutive days, or one year. The amount of the license fees for the foregoing periods shall be set by resolution of the City Council and may be adjusted from time to time by City Council resolution as the City Council deems appropriate.

8-13-11 Municipal Infraction.

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

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

Section 3. This ordinance shall be in full force and effect after its final passage, approval and publication as provided by law.

Passed and approved this _____ day of _____,
2021.

Michael Porsch,
Mayor

ATTEST:

Mayra A. Martinez, City Clerk

FISCAL IMPACT: None

RECOMMENDATION: Approve the Ordinance No. 02-O-2021-2022 - 1st Reading
2nd Reading - July 19, 2021
3rd Reading - August 2, 2021

ATTACHMENTS:

Description	Type
Ordinance #01-O-2021-2022	Ordinance

ORDINANCE NO. 01-O-2021-2022

AN ORDINANCE AMENDING TITLE VIII OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA BY THE ADDITION OF A NEW CHAPTER 13 REGULATING THE OPERATION OF HORSE-DRAWN CARRIAGES AND PROVIDING PENALTIES FOR VIOLATIONS

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

Section 1. Title VIII of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa is hereby amended by the addition of a new Chapter 13 as follows:

“HORSE-DRAWN CARRIAGES

8-13-1 Definitions.

Horse drawn carriage or carriage means any vehicle which is operated or pulled by a horse for the transportation of passengers and which is operated in the City of Storm Lake, Iowa.

8-13-2 License Requirement and Exception to License Requirement.

The operation of any horse-drawn carriage upon the streets or public ways of the City of Storm Lake, Iowa for the purpose of transporting persons for hire, as a contractual service, or for any non-commercial reason is a violation of this Chapter unless it is operated in accordance with the provisions of this chapter and pursuant to a valid license issued by the City. However, no such license shall be required to operate a horse-drawn carriage while participating as an entry or part of an entry in a parade approved by the City Council and while traveling by the most direct route between the location where the horse is hitched to or unhitched from the carriage and the parade route, immediately before and after the parade.

8-13-3 Application for License.

An application for a horse-drawn carriage license shall be made to the City Clerk on forms provided by the City. In addition to the other information required by this chapter, the application shall contain:

1. The name, address, telephone number, e-mail address if any, and the date of birth of the applicant and the name, address, telephone number, e-mail address if any, and the date of birth of each person who will operate a horse-drawn carriage pursuant to the license.
2. The duration of the license for which the applicant is applying.
3. A certificate that all carriages to be used by the applicant for the transportation of persons have been inspected and are in good working order and in full compliance with all applicable laws of the state of Iowa.

4. The number of carriages owned by the applicant that are to be operated by the applicant pursuant to the license.
5. All routine routes, including maps of such routes, to be taken by any horse-drawn carriage, which routes comply with Section 8-13-5. Any change in a route must be applied for in writing with the City Clerk and approved by the City in advance of taking the new route in accordance with Section 8-13-5.
6. A schedule of rates and charges to be paid by passengers. Should the schedule change during the period for which the license is issued, the revised schedule shall be filed with the City at least ten days before the effective date of the new rates and charges.
7. An agreement that any horse-drawn carriage shall be operated strictly in accordance with Section 8-13-6 and that the license holder will indemnify and hold harmless the City for all judgments, liens, and expenses arising out of the operation permitted by the license.

8-13-4 Issuance of License

The City Clerk, upon review of the license application with the police department and any other appropriate department or agency, shall determine whether a license will be issued to the proposed licensee. A waiting period of not less than three (3) business days from the date on which the application is filed with the City Clerk shall be in effect to provide sufficient time for the City Clerk's fact gathering process to be completed. A license may issue if the City Clerk finds:

1. The information in the application is correct and accurate;
2. Each proposed operator is or will be at least 18 years of age at the time of such operator's operation of the horse-drawn carriage, possesses a current valid Iowa motor vehicle driver license, and is free of any infirmities that would render the operator unfit for the safe operation of a horse-drawn carriage; and
3. Neither the applicant nor any proposed operator under the license has been convicted of a felony or an offense involving sexual abuse or requiring sex offender registration, or an offense involving force or violence.
4. The license fee required by Section 8-13-10 has been paid.
5. The certificate of insurance required by Section 8-13-7 has been filed.

The City Clerk shall deny issuance of the license if the Clerk finds that any of the five conditions set forth above is not satisfied.

8-13-5 Carriage Routes and Operation Schedule.

(1) Any horse-drawn carriage shall be operated upon routine routes set forth in the initial license application or as provided in this section. A proposed route filed with the City Clerk shall contain the following:

- a. A description and map of the routine routes on which the carriage will operate.
- b. The location of the site or sites to be used for the off-street storage and loading of carriages and stabling of horses.
- c. The days and hours of operation.

(2) The City shall refer the route requests to the Chief of Police, who may reject any route that is unsafe or inappropriate use of public streets.

(3) This section shall not be construed to prohibit an operator of a horse-drawn carriage from taking a route not on the list of routes approved by the City if traveling to or from a parade approved by the City in which the horse-drawn carriage will take part or for a non-recurring event.

8-13-6 Operation of Horse-Drawn Carriages.

A horse-drawn carriage shall be operated only in accordance with the following regulations:

1. A copy of the horse-drawn carriage license shall be displayed in all carriages covered by such license. Upon the City's approval of the applicant's application for a license, the City shall issue the number of duplicates as requested in the application for the carriages to be used under the license. No horse-drawn carriage shall be operated upon the streets of the City unless licensed by the City pursuant to this Chapter.
2. A horse-drawn carriage shall be operated by a person who is qualified to be an operator under the provisions of this chapter.
3. A horse-drawn carriage, when in motion, shall be operated only in the traffic lane closest to the curb on any public street and the operator shall obey all applicable state and local traffic laws, ordinances, and regulations.
4. No horse-drawn carriage shall be operated on a public street or public way unless a valid liability insurance policy as specified in Section 8-13-7 is on file with the City.
5. The operator of a horse-drawn carriage shall inform any person hiring the carriage of all the rates and charges before any service are rendered, which shall be the same as those on file with the City.
6. Horse-drawn carriages shall pick up and discharge passengers only upon the curb lane.

7. Occupancy of a horse-drawn carriage shall not exceed the rated seating capacity of the carriage.
8. No passenger shall be allowed to ride on any part of the carriage while in motion unless seated inside the carriage.
9. An operator of a horse-drawn carriage shall not solicit patronage in a loud voice or in any manner to annoy or obstruct the movement of a person, or follow any person for the purpose of soliciting patronage.
10. An operator of a horse-drawn carriage is prohibited from smoking while carrying passengers.
11. No person may consume any alcoholic beverage while such person is riding in or operating a horse-drawn carriage.
12. All horses shall wear the proper type of rubber horseshoe from April 1 to November 1 of each calendar year. Any form of cleated horseshoe is prohibited on public streets except when needed in icy conditions.
13. No carriage shall be operated on City public streets or public ways unless it or the horse is equipped with a manure-catching device to hold manure until the operator is able to dispose of it properly. Horse manure shall be disposed of outside of City limits in any manner consistent with federal, state, and local laws, or in places designated for such disposal by the City inside the City limits.
14. A horse-drawn carriage operated in the City under this chapter shall be equipped with all of the following:
 - (a) No less than one and one-fourth (1¼) inch spoked wheels with a rubber covering thick enough to protect the streets from damage and to minimize noise.
 - (b) Brakes, taillights, and brake lights on the rear of the carriage.
 - (c) Front lights on both sides that will emit light to the front and side visible from a distance of 500 feet.
 - (d) A device to catch horse manure and prevent the manure from falling on the pavement.
 - (e) A slow-moving vehicle sign approved by the state of Iowa and attached to the rear of the carriage or two operational red flashing lights visible from the rear.

8-13-7 Insurance.

Before a license for a horse-drawn carriage shall be issued, the owner shall file with the City a certificate of insurance issued by an insurance company licensed to do business in the state of Iowa, showing liability insurance coverage for each and every horse-drawn carriage owned, operated or leased by the applicant with a minimum of \$1,000,000.00 coverage per person for bodily injury or death, \$1,000,000.00 coverage per accident, and \$1,000,000.00 coverage for property damage resulting from any one accident, regardless of whether the carriages are driven by the owner, his agent, an employee, a lessee, or a permittee. The certificate shall show that the policy of insurance lists the City of Storm Lake, Iowa, as an additional insured. The certificate of insurance shall contain a provision requiring the City to be notified by the insurance company of any cancellation, termination, or expiration of the policy thirty days prior to the terminating event. The cancellation or other termination of any such insurance policy shall automatically terminate any license issued for the horse-drawn carriage or carriages covered by such policy unless another policy complying with the provisions of this section shall be provided to the City and in full force and effect at the time of such cancellation or termination.

8-13-8 Requirements for Operator.

An operator of a horse-drawn carriage shall:

- a. Possess a valid, current, motor vehicle Iowa driver license.
- b. Be at least 18 years of age.
- c. Be free of any infirmities that would render the operator unfit for the safe operation of a horse-drawn carriage.
- d. Not be under the influence of drugs or alcohol while operating a horse-drawn carriage in the City.

8-13-9 Denial, Suspension, and Revocation.

1. A violation of this chapter by the holder of a license issued under this chapter shall be grounds for suspension or revocation of the license by the City Manager after notice and hearing.
2. A denial of a license application may be appealed within ten days of the denial to the City Manager by submitting a written appeal notice to the City Clerk.
3. A suspension, revocation or denial of a license issued under this chapter may be appealed from a decision by the City Manager to the City Council by submitting to the City Clerk a written notice of appeal from the City Manager's decision within 10 days of the date of the decision.

8-13-10 License Fees.

An applicant for a horse-drawn carriage license shall pay to the City a fee for the license before the issuance of such license. The license may be issued for a period of one day, seven consecutive days, thirty consecutive days, or one year. The amount of the license fees for the foregoing periods shall be set by resolution of the City Council and may be adjusted from time to time by City Council resolution as the City Council deems appropriate.

8-13-11 Municipal Infraction.

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

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

Section 3. This ordinance shall be in full force and effect after its final 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

7/6/2021

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: Scott Olesen, Building Official

SUBJECT: **Resolution No. 01-R-2021-2022 Approving Change Order No. 1 of the 2021 CIPP Sanitary Sewer Improvements Project**

BACKGROUND: Nine NRDC-HUD funded projects have been approved which reduce sewer backups in homes and avoid the release of untreated wastewater into the environment. This sewer lining and manhole rehabilitation effort is the final project pursued within the grant funding. Improvements of sanitary sewer mains in the vicinity of the previous 7th and Geneseo project as well as the Violet/Tulip/Rose Lane neighborhood are underway. The intended public infrastructure improvements entail CIPP lining of existing 8" mains and associated manhole rehabilitation within the improvement areas.

Portions of a deficient pipe segment located near 915 W. Milwaukee have been subjected to further deterioration since the initial evaluation during November 2020. The deterioration precludes CIPP installation. Various repair alternatives were considered with the most cost-effective solution being the installation of 2 short liners.

FISCAL IMPACT: The current estimated value of the contract awarded to Hydro Klean is \$371,769.35 with 0 previous change orders. This change order will result in a \$5,138.00 increase to the contract with 2 additional days being added to the contractual completion dates.

RECOMMENDATION: Approve Resolution No. 01-R-2021-2022 Approving Change Order No. 1 of the 2021 CIPP Sanitary Sewer Improvements Project.

ATTACHMENTS:

Description	Type
Change Order No. 1	Change Order
Resolution No. 01-R-2021-2022	Resolution

CHANGE ORDER NO.: 1

Owner: City of Storm Lake, Iowa Owner's Project No.:
 Engineer: Bolton & Menk, Inc. Engineer's Project No.: P11.122266
 Contractor: Hydro-Klean, LLC Contractor's Project No.:
 Project: 2021 CIPP Sanitary Sewer Improvements
 Contract Name:
 Date Issued: June 29, 2021 Effective Date of Change Order: July 6, 2021

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

Description:

1) Additional work to install CIPP short liners to stabilize existing pipe segments prior to lining

Attachments:

Hydro-Klean Quote dated June 4, 2021

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 371,769.35	Original Contract Times: Substantial Completion: 7/16/2021 Ready for final payment: 7/30/2021
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. : \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No.1 to No. : Substantial Completion: None Ready for final payment: None
Contract Price prior to this Change Order: \$ 371,769.35	Contract Times prior to this Change Order: Substantial Completion: 7/16/2021 Ready for final payment:
[Increase] [Decrease] this Change Order: \$ 5,138.00	[Increase] [Decrease] this Change Order: Substantial Completion: 2 days Ready for final payment: 2 days
Contract Price incorporating this Change Order: \$ 376,907.35	Contract Times with all approved Change Orders: Substantial Completion: 7/19/2021 Ready for final payment: 8/2/2021

Recommended by Engineer (if required)

By: James D. Leiding
 Title: Project Manager
 Date: June 29, 2021

Authorized by Owner
 By: _____
 Title: Mayor
 Date: _____

Accepted by Contractor

By: Rob Sherwood
 Title: CFO
 Date: June 29, 2021

Approved by Funding Agency (if applicable)



Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA, 50313
Phone: 515-283-0500

Quote

Quote Nbr.: Q001597
Order Date: 06/04/2021
Valid Until:
Sales Person: Michelle Barrett
Customer ID: 103913
Payment Terms: Net 30 Days

Job Site:

City of Storm Lake, IA
620 Erie Street
Storm Lake IA 50588
United States of America

Bill to:

City of Storm Lake, IA
620 Erie Street
Storm Lake IA 50588
United States of America

*** This Quote has not been approved by Hydro-Klean Management! ***

Job Description

Projected probable project cost to perform the following tasks on a unit cost basis: Variations in the work scope will require execution of a change order.

Installation of two short liners in 8-26 to 8-25 at 174' and 300' prior to installation of CIPP manhole to manhole liner to reinforce pipe.

NO.	ITEM	QTY.	UOM	PRICE	Amount
1	Mobilization	1.0000	EACH	1,810.0000	1,810.00
2	8"X4' Short Liner	2.0000	EACH	1,664.0000	3,328.00

***NOTE: Quote does not include any applicable taxes**

Prepared By: Michelle Barrett
Approved By: Wade Anderson

Accepted By: _____
Date: _____
PO#: _____

***Quote Total:** 5,138.00

RESOLUTION NO. 01-R-2021-2022

**RESOLUTION ADOPTING CHANGE ORDER NO. 1 FOR THE
2021 CIPP SANITARY SEWER IMPROVEMENTS 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 \$371,769.35 was awarded to Hydro Klean 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 an increase of \$5,138.00 to the contract for a total contact amount of \$376,907.35 and an additional two (2) days.

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

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

7/6/2021

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: David Derragon, Assistant City Manager

SUBJECT: **Motion Approving an Amendment to the Professional Services Agreement with Bolton & Menk for the 2020 Expansion Boulevard Improvements Project**

BACKGROUND: Tyson Fresh Meats (Developer) is constructing a new feed mill processing facility. The new facility replaces their current facility which is located in the Central Business District. The Developer is proposing to create 15 new jobs in addition to the current 12 jobs.

The City and Developer approved a development agreement on January 6, 2020. The agreement includes provisions whereby the City will provide public infrastructure improvements including full-depth concrete patching and asphalt overlay of Expansion Blvd, sanitary sewer CIPP lining, and hydrant installation.

Each component of the project was bid and constructed independently in 3 bid packages. Prior to design and bidding, the professional services agreement indicated an estimated \$66,770 fee for all portions of contract administration, 100 hours of CIPP construction observation, and 310 hours of hydrant installation/asphalt overlay construction observation.

To minimize disruption of city services to impacted businesses, ensure quality of the construction, and navigate construction claims associated with pavement and CIPP construction, the scope was changed to provide full-time construction observation, additional contract administration, and supplemental coordination with businesses. In addition, an unknown pipe was discovered passing through the existing sanitary sewer main. The removal of this pipe was necessary to perform the CIPP. The coordination and engineering associated with this pipe removal and subsequent scheduling coordination amongst the contractors and

businesses resulted in supplemental construction engineering.

This amendment to the professional services agreement will provide engineering services associated with supplemental construction engineering services.

FISCAL IMPACT:

Estimated \$50,500 fee for supplemental construction engineering services. This project is funded through TIF.

RECOMMENDATION:

Approve the amendment to the agreement with Bolton & Menk for engineering services for the 2020 Expansion Boulevard Improvements project.

ATTACHMENTS:

Description		Type
	Contract Amendment	Contract

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

TASK ORDER NO: 6 – 2020 Expansion Boulevard Improvements

AMENDMENT NO: 1 – Supplemental Construction Engineering Services

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS AMENDMENT: July 6, 2021

DATE OF TASK ORDER: February 3, 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 a Task Order Agreement for Professional Services (“Task Order”) as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Amendment and the terms and conditions of the Master Agreement and Task Order. CLIENT and CONSULTANT agree as follows:

1.0 Scope of Services:

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

- Supplemental Construction Engineering Services associated with the scope modifications including
 - Full-time construction observation associated with hydrant, full-depth patching, and asphalt overlay project components
 - Lengthened construction timeframe for the asphalt overlay component
 - Construction engineering associated with discovered pipe obstruction within the existing sewer main
 - Construction engineering associated with pavement and CIPP claims processes
 - Additional coordination with businesses to minimize disruption of city services

2.0 Fees:

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

TASK	DESCRIPTION	Amendment No. 1	Total Cost
2	Construction Engineering Services	\$50,500	\$117,270
TOTALS		\$50,500	\$117,270

Task is an estimated amount for construction services, as amended. This amendment represents an additional 175 hours of construction observation and 235 hours of combined construction administration and construction staking.

3.0 Schedule:

Schedule for performance of Services is unchanged from the Task Order.

4.0 Deliverables

No changes from Task Order.

5.0 Term

No changes from Task Order.

6.0 Other Matters

NONE

7.0 Project Managers

No changes from Task Order.

CITY OF STORM LAKE, IOWA

BOLTON & MENK, INC.

By: _____

By: _____

Printed Name: Michael Porsch

Printed Name: Joshua Pope, P.E.

Title: Mayor

Title: Principal Engineer

ATTACHMENTS TO THIS TASK ORDER:

None

Staff Summary

7/6/2021

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: Tyler Gibbins, Staff Accountant

SUBJECT: **Motion to Approve a Facility Use Agreement with the First Tee Siouxland.**

BACKGROUND: 2021 beings the implementation of a junior golf program at Sunrise Pointe Golf Course in many years. Hosting a junior golf program in Storm Lake will provide youth in the community with an opportunity to learn about the game of golf and the core values: Integrity, respect, and perseverance.

This Facility Use Agreement is with the First Tee Siouxland who is our area chapter for the implementation of the PGA Tour First Tee Foundation. The First Tee Foundation provides a platform to empower youth by seamlessly integrating the game of golf with life skills that build inner strength, self-confidence, and resilience.

Through partnerships with Community Ed, Weigand-Omega, and the golf course committee, the course will provide a minimum of 250 (cumulative) hours per calendar year incorporating the First Tee Curriculum and provide use of the facility at Sunrise Pointe Golf Course during hours of operation approved and specified by both the First Tee and Sunrise Pointe Golf Course.

The First Tee Siouxland will also provide, following approval by their board, insurance in the amount of four million (\$4,000,000) naming the City of Storm Lake as additionally insured.

FISCAL IMPACT: There is no fiscal impact for this facility use agreement.

RECOMMENDATION: Approve the Facility Use Agreement with the First Tee Siouxland and authorize the mayor to sign the agreement.

ATTACHMENTS:

Description	Type
□ Facility Use Agreement	Contract

GOLF FACILITY USE AGREEMENT

First Tee Siouxland

This Golf Facility Use Agreement ("Agreement") is entered into on the ___ day of _____, 2021, by and between First Tee Siouxland , a 501C(3) nonprofit corporation, doing business as First Tee Siouxland ("Chapter") and Sunrise Pointe Golf Course, a private golf facility ("Owner") as owner of the golf facility described on Exhibit A attached hereto ("Golf Facility").

The term of this Agreement shall be effective from the date of execution of this Agreement and shall continue until May 2022, with automatic one-year renewals unless terminated as provided in this paragraph. Owner may terminate this Agreement upon three months written notice prior to the end of the initial term or any renewal term, in the event of the Chapter's default hereunder or in the event that the Golf Facility is sold or operations are transferred to another entity.

It is agreed that Owner will provide use and access to the Golf Facility to Chapter participants in accordance with the minimum access and program use requirements of PGA TOUR First Tee Foundation, Inc., specifically as follows: **First Tee Siouxland programming** in cooperation with the Owner, Chapter will provide and administer golf instruction and/or classroom instruction incorporating the First Tee Program curriculum for a minimum of 250 hours per calendar year at the Golf Facility. Chapter and Owner will specify and agree upon any and all golf instructors employed by the Chapter. Notwithstanding the foregoing, Chapter will be responsible for the screening, employment and training of all of the Chapter's employees, including the golf instructors. The Chapter and all Chapter golf instructors shall be responsible for the supervision of the participants and shall ensure the safe and respectful use of the Golf Facility by all persons accessing the same under this Agreement. Owner will also provide range balls at no charge and free use of the range, practice putting and practice chipping facilities, and up to sixteen (16) rounds of golf at no cost for each qualified Chapter participant wishing to obtain certification under First Tee's curriculum. Green fees for non-certification rounds played by Chapter participants will be set at an appropriate discounted price as agreed by the parties. These fees will be paid by the participants before play or otherwise subsidized by the Chapter or a third party. The parties expect that the foregoing minimum criteria will likely be exceeded as the parties work together to enable kids to build the strength of character that empowers them through a lifetime of new challenges.

Chapter and Owner will specify and agree upon the hours of operation and use by the Chapter in which the above-described access and use criteria are to be satisfied, and cooperate on all other program and operating matters under this Agreement. In determining reasonable access and use, the parties will adhere to First Tee's access guidelines of fully integrating Chapter participants' use into the rhythm of play of the other patrons at the Golf Facility, which means balancing the need for Owner to exclude use by Chapter participants at time of high public use with reasonably convenient times for young people. Owner retains the final authority in the event of any dispute as to specific hours of operation or use of the Golf Facility by the Chapter hereunder.

Each party (the "Indemnifying Party") agrees to indemnify, defend and hold the other party and the other party's respective directors, officers, employees and agents (the "Indemnified Party") harmless from and against any and all expenses, damages, claims, suits, actions, judgments, and cost including reasonable attorney's fees, arising out of or in any way connected

with the negligent, grossly negligent, reckless, or intentional acts or omissions of the Indemnifying Party, except for claims based upon the Indemnified Party's negligence or misconduct. The terms of this paragraph shall survive the termination of this Agreement.

Chapter shall, at Chapter's expense, obtain and keep in force during the term of this Agreement a policy of combined single limit, public liability, bodily injury and property damages insurance insuring Chapter against any liability arising out of the use of the Golf Facility by the Chapter and all Chapter participants, instructors, employees, officers, agents, contractors, representatives, and invitees. Such insurance shall be a combined single limit policy in an amount no less than Four Million (\$4,000,000) Dollars, which insurance shall name Owner as an additional insured. The limits of said insurance shall not, however, limit the liability of Chapter hereunder. In addition to the foregoing, Chapter shall, at Chapter's sole expense, obtain and keep in force during the term of this Agreement a policy of workers compensation insurance covering all Chapter employees who shall work on the Golf Facility.

Neither party may assign its rights under the agreement without the express written consent of the other party. This Agreement shall be governed by Iowa law and binding upon and inure to the benefit of the Chapter, Owner, and their duly authorized successors and assigns. This Agreement shall not be modified or amended except by a writing signed by all parties. This Agreement constitutes the entire agreement of the parties and supersedes and all prior written and oral agreements and understandings related to the subject matter herein.

CHAPTER

[First Tee - Siouxland]

By: _____

Name: _____

Title: _____

OWNER

[Sunrise Point Golf Course]

By: _____

Name: _____

Title: _____

Exhibit A
Golf Facility

[name and address]

9 golf holes with a practice area, pro shop, clubhouse and space for an indoor learning center

[EDIT TO DESCRIBE IMPROVEMENTS AVAILABLE FOR CHAPTER PROGRAMS].

Staff Summary

7/6/2021

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: Tyler Gibbins, Staff Accountant

SUBJECT: **Motion to Approve a Contract with Laven's NW Monument, Inc for the purchase and installation of 18 Hole Markers for Sunrise Pointe Golf Course.**

BACKGROUND: The current hole makers are currently in disarray. Staff has done the best they can to clean them up, but the element wear is showing.

The Golf Course Committee has been planning & designing replacement hole makers for the golf course. Each marker will stand 3 feet tall and be 12" wide. These markers will be placed near the tee boxes of each hole with the layout of the hole along with the yardages. Each marker will have a 6" x 8" plaque that community members can advertise their business or mottos.

Recently, the golf committee was notified of a 13% material increase effective August 1st. To avoid this increase, we would like to sign the agreement with Laven's NW Monuments, Inc to place the purchase ahead of the increase. Payment of materials will not be due until the product arrives in approximately 6-8 months. Final installation costs will be paid at the completion of the installation in the spring of 2022.

Any additional material, such as concrete, for installation will also be paid from the proceeds of the hole sponsorships as well.

FISCAL IMPACT: The fiscal amount will be \$11,250 for the purchase and installation of all 18 hole markers. The golf committee is collecting Sponsorships for each maker for \$1,000 for 4 years totaling \$18,000. These revenues will be used to purchase these hole markers upon arrival in the spring of 2022.

RECOMMENDATION: Approve and sign the agreement with Laven's NW Monuments, Inc.

ATTACHMENTS:

Description	Type
📎 Laven's Monument Agreement	Contract
📎 Hole Sponsorship Example	Backup Material
📎 Hole Sponsorship- All 18 Marker Layout	Backup Material

- Card Made ☐
Daily Sheet ☐
Acct. Book ☐
Sales Book ☐



Laven's NW Monument, Inc.

P.O. Box 339 • 1701 East Lakeshore Drive
STORM LAKE, IA 50588
(712) 732-1886 or Toll Free (866) 732-1886

Date 6/28 2021

Granite Georgia Gray Stock # _____

Design and Number _____

Tablet _____ Slant _____ Bevel Marker _____ Flat Marker _____ Duplicate _____ Ledger _____ Other X

Size 1-0x0-4x3-0 Finish Pol Front / Back Shape _____

Base _____ Finish BBP

Vase _____

Lettering Style (Family Name) _____ (Inscriptions) _____

Style for Other Lettering _____
LETTERING AS IT IS TO APPEAR ON THE MEMORIAL
(Print legibly in block letters. Show design placement or attach a sketch.)
Lettering and dates approved by X _____

18 - Total Markers - Per Attached Sheet.

* SACH MARKER to INDICATE SACH layout
of Hole. Also Hole Sponsorship Plats.

Additional Information Concrete Provided by the City of Storm Lake.

Please deliver and erect the above described memorial during Spring 2022 or within a reasonable time thereafter.

Erect In The City (Sumner) Golf Course at Storm Lake.

Cemetery Location (include county) _____

Lot Location _____

PLACE ON: ☐ East ☐ West ☐ North ☐ South ☐ Centered for Double Inscription ☐ Single Grave
FACE TO: ☐ East ☐ West ☐ North ☐ South ☐ Other _____
WITH _____ TO THE SETTING DETAIL Foundation Furnished by: ☐ Company ☐ Cemetery
Precast Size: _____

Laven's NW Monument, Inc., agrees to perform its obligation hereunder in a proper and workmanlike manner.

The purchaser hereby consents and agrees that after erection of said memorial, the Laven's NW Monument, Inc. may, without cost, photograph said memorial and installation, and use reproduction thereof, including names thereon, for advertising purposes. PURCHASER hereby agrees that title of said property shall remain in Laven's NW Monument, Inc. until fully paid for and in case default in making any payment due under this contract, Laven's NW Monument, Inc. may at its option, go upon the lot where the same is located and remove the same.

Purchaser further agrees to pay interest at the highest legal rate on all delinquent payments together with allowable costs in the event of suit for collection hereof.

This contract shall be binding upon the heirs, executors, successors and assignors of the parties hereto. This contract contains the full agreement and no provisions or promises are to be implied or to be considered a part of this contract unless the same is in writing, signed by the parties hereto. Performance of this contract is contingent upon strikes, fires, accidents and other causes beyond our control. All agreements are subject to acceptance by Laven's NW Monument, Inc.

The price stated in this contract does not include the cost of any lettering that may be done after the memorial is erected in the cemetery.

Purchaser <u>City of Storm Lake (Sumner Golf Course)</u>	Memorial Total	\$ <u>14,250.00</u>
Address <u>620 Eric Street</u>	Surcharges	\$ <u>—</u>
City <u>Storm Lake</u> State <u>IA</u> ZIP <u>50588</u>	Tax <u>Exempt</u>	\$ <u>—</u>
Telephone # <u>(712) 732-8000</u>	Cemetery Permit	\$ <u>—</u>
Signature of Purchaser <u>[Signature]</u>	TOTAL	\$ <u>14,250.00</u>
	Deposit with order	\$ <u>—</u>
	BALANCE	\$ <u>—</u>

The Purchaser agrees the above names and dates are correct.
"YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION."

Credit Arrangements _____

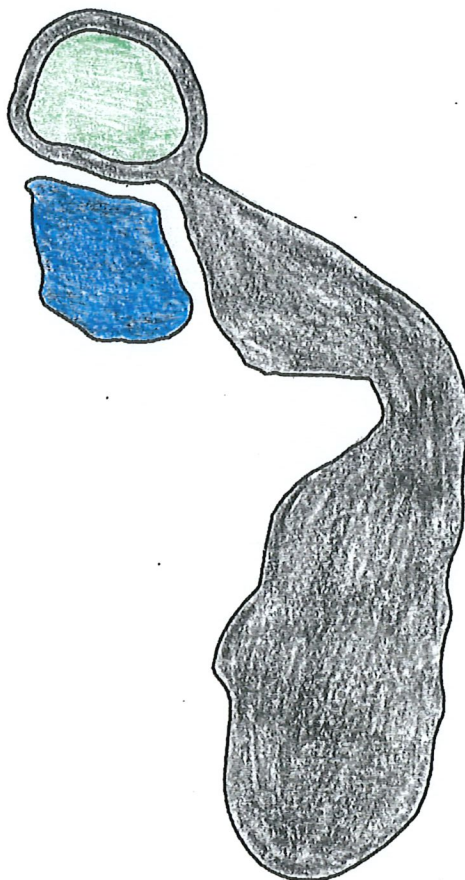
Accepted by Memorial Counselor [Signature] Date 6/28/21

18

12"

6

PAR 5



2' 9"

• 419

• 435

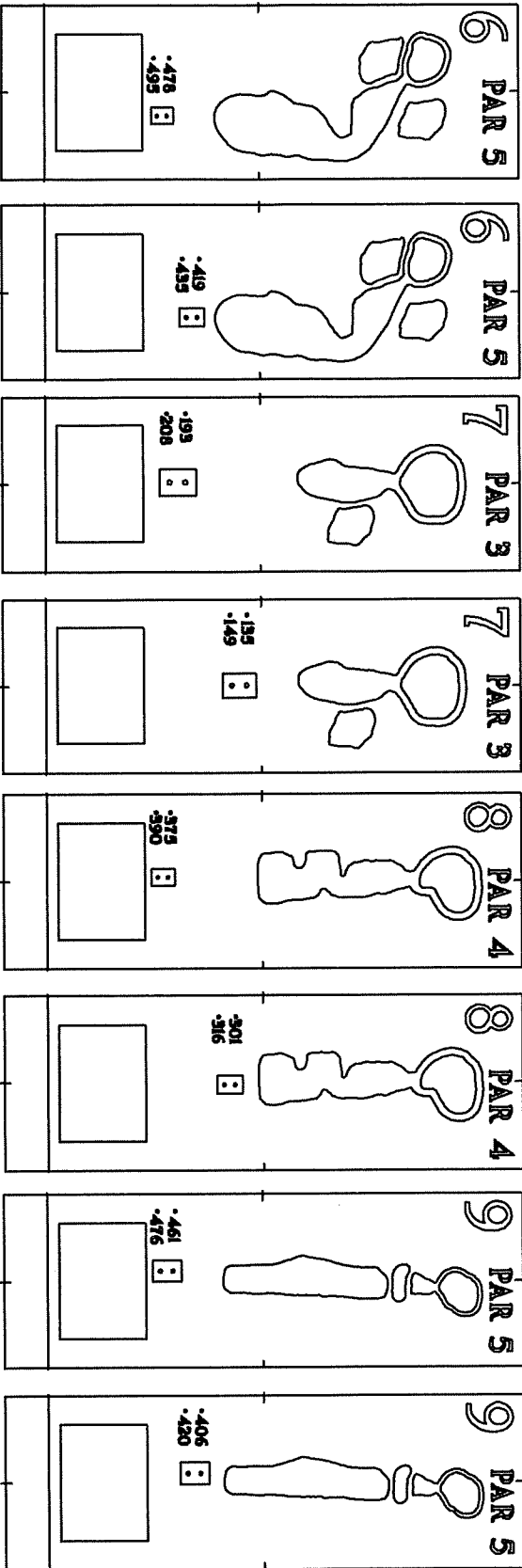
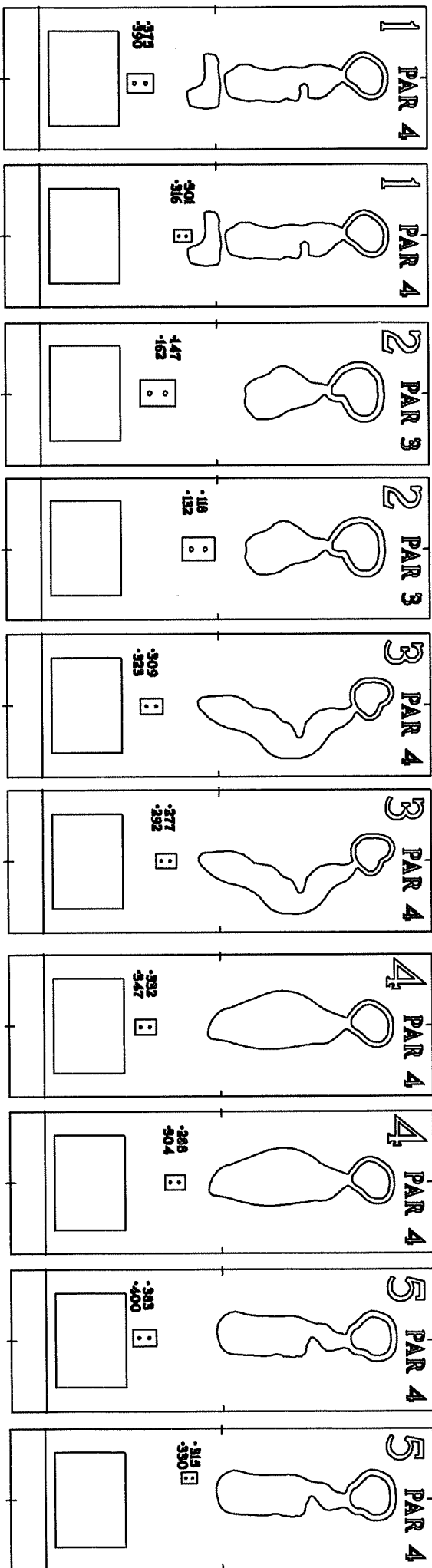
• 478

• 495



GROUND SURFACE

2"



3' TAIL
1" WIDE
4" THICK
Business Plate
8" x 6"

Staff Summary

7/6/2021

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: Keri Navratil, City Manager

SUBJECT: **Public Hearing On The Proposed Amendment No. 8 To The Storm Lake Industrial Park Urban Renewal Plan**

BACKGROUND: Amendment No. 8 to the Industrial Park Urban Renewal Area included a tax rebate to no exceed \$3.1M with FB Storm Lake II, LLC and TIF Financing of a daycare not to exceed \$600,000.

A consultation meeting with the taxing entities was held on Jun 15, 2021 at 11:00 AM in the Council Chambers in City Hall. Representatives of the Storm Lake Community School District attended the meeting.

FISCAL IMPACT: N/A

RECOMMENDATION: Open Public Hearing
Take Public Comments
Close Public Hearing

ATTACHMENTS:

Description	Type
Amendment No. 8	Backup Material

AMENDMENT NO. 8

TO THE

STORM LAKE INDUSTRIAL PARK

URBAN RENEWAL PLAN

CITY OF STORM LAKE, IOWA

Original Area Adopted – 1991

Amendment No. 1 – 2004

Amendment No. 2 – 2010

Amendment No. 3 – 2013

Amendment No. 4 – 2015

Amendment No. 5 – 2016

Amendment No. 6 – 2017

Amendment No. 7 – 2019

Amendment No. 8 – 2021

**AMENDMENT NO. 8
to the
STORM LAKE INDUSTRIAL PARK
URBAN RENEWAL PLAN**

CITY OF STORM LAKE, IOWA

The Storm Lake Industrial Park Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Storm Lake Industrial Park Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 1991, and amended in 2004, 2010, 2013, 2015, 2016, 2017, and 2019, is being further amended by this Amendment No. 8 to the Plan (“Amendment No. 8” or “Amendment”) to update the description of a previously approved urban renewal project and authorize new urban renewal projects to be undertaken within the Urban Renewal Area. The Amendment makes no changes to the description of the Area or its designation.

Except as modified by this Amendment, the provisions of the Urban Renewal Plan, as previously amended, are hereby ratified, confirmed and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment No. 8 shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan.

DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole outlined in the Comprehensive Plan – Storm Lake 2030, adopted in February 2013. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects described in this Amendment, are in conformity with the Comprehensive Plan – Storm Lake 2030.

This Amendment does not in any way replace or modify the City’s current land use planning or zoning regulation process. Any need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in the Plan, as amended.

UPDATE TO PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous projects were previously approved for the Urban Renewal Area and are continuing. With the adoption of this Amendment No. 8, the City is updating the description of the following urban renewal project which was originally approved in Amendment No. 5 the Plan.

- A. *Purchase, Sale, and Development Agreement with FB Storm Lake II, LLC.* In 2016, the City and FB Storm Lake II, LLC entered into a purchase, sale, and development agreement for the development of approximately 100 condominium/apartment units in the Urban Renewal Area. In exchange for the developer’s obligations under the agreement, the City agreed to provide an incentive in the form of property tax rebates of potential incremental taxes, using a declining percentage of the incremental property tax generated by the Minimum Improvements as part of the project over an 18 year period, but not to exceed \$2,300,000. Amendment No. 5 to the Plan authorized up to \$3,000,000 for the costs of this Project. The City

anticipates amending the agreement to change the incentive structure for the Economic Development Grants to 12 years, using 100% of the incremental property tax generated annually, and to increase the maximum amount that may be paid as the Economic Development Grants under the agreement. As amended by this Amendment No. 8, the costs of this project are not to exceed \$3,100,000.

ELIGIBLE URBAN RENEWAL PROJECTS
(Amendment No. 8)

Although certain project activities may occur over a period of years, in addition to the projects previously proposed in the Plan, as previously amended, the Eligible Urban Renewal Projects under this Amendment No. 8 include:

1. Development Agreements:

A. *Daycare Development Agreement:* The City anticipates entering into a development agreement with a daycare provider for the development of a daycare within the Urban Renewal Area. Pursuant to the terms and conditions of the development agreement, the City anticipates providing grants to the daycare to help support the provision of childcare services within the Urban Renewal Area. The daycare would directly create jobs and income within the Urban Renewal Area by employment of its employees. Further, the daycare would facilitate the employment of parents by other businesses in the Urban Renewal Area that might not be able to work without the availability of childcare. The costs of this project are not to exceed \$600,000.

2. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds
Fees & Costs	Undetermined	Not to Exceed \$50,000

FINANCIAL DATA

1.	July 1, 2020 constitutional debt limit:	\$25,068,438
2.	Current outstanding general obligation debt:	\$13,205,002
3.	Proposed amount of indebtedness to be incurred (Amendment No. 8): A specific amount of debt to be incurred for the Updated Previously Approved Urban Renewal Projects and Eligible Urban Renewal Projects (Amendment No. 8) described in this Amendment has not yet been determined. This document is for planning purposes. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the	<u>Update to Previously Approved Urban Renewal Project:</u> \$100,000 <u>Eligible Urban Renewal Projects (Amendment No. 8):</u> \$650,000 These totals do not include

	City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Updated Previously Approved Urban Renewal Projects and Eligible Urban Renewal Projects (Amendment No. 8) as described above will be approximately:	financing costs related to debt issuance, which will be incurred over the life of the Area.
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EFFECTIVE PERIOD

This Amendment No. 8 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, prior amendments to the Plan, any prior resolution, or other document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council. This Amendment has no impact on the duration of the division of revenue as described in prior amendments.

REPEALER

Any parts of the Urban Renewal Plan or prior amendments to the Plan in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of Amendment No. 8 is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or previous amendments to the Plan, or any part of the Plan, as previously amended, or this Amendment not determined to be invalid or unconstitutional.

01878422-1\11149-126

Staff Summary

7/6/2021

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: Keri Navratil, City Manager

SUBJECT: **Resolution No. 02-R-2021-2022 Determining An Area Of The City To Be An Economic Development And Blighted Area, And That The Rehabilitation, Conservation, Redevelopment, Development Or A Combination Thereof, Of Such Area Is Necessary In The Interest Of The Public Health, Safety Or Welfare Of The Residents Of The City; Designating Such Area As Appropriate For Urban Renewal Projects; And Adopting The Amendment No. 8 To The Storm Lake Industrial Park Urban Renewal Plan**

BACKGROUND: Amendment No. 8 to the Industrial Park Urban Renewal Area included a tax rebate to no exceed \$3.1M with FB Storm Lake II, LLC and TIF Financing of a daycare not to exceed \$600,000.

A consultation meeting with the taxing entities was held on Jun 15, 2021 at 11:00 AM in the Council Chambers in City Hall. Representatives of the Storm Lake Community School District attended the meeting.

A Public Hearing was held on July 6, 2021 regarding the proposed Amendment No. 8 to the Storm Lake Industrial Park Urban Renewal Plan

FISCAL IMPACT: N/A

RECOMMENDATION: Approve Resolution No. 02-R-2021-2022 determining an area of the City to be an economic development and blighted area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 8 to the Storm Lake Industrial Park Urban Renewal Plan

ATTACHMENTS:

	Description	Type
D	Resolution No. 02-R-2021-2022	Resolution

RESOLUTION NO. 02-R-2021-2022

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 8 TO THE STORM LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 33-R-91-92, adopted September 16, 1991, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Storm Lake Industrial Park Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Storm Lake Industrial Park Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Buena Vista County; and

WHEREAS, the Plan has subsequently been amended seven times, lastly by the adoption of Amendment No. 7 to the Plan, adopted by Resolution No. 36-R-2019-2020, adopted November 4, 2019; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

A part of the South Half (S1/2) of Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, and a part of the Northeast Quarter (NE¹/₄) of Section (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter (SW¹/₄) Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.), thence 00°32' East along the West Line of said Southwest Quarter (SW¹/₄) a distance of One Thousand Two Hundred Seven and Seven Tenths Feet (1,207.70') to the Point of Beginning; thence North 90°00' East a distance of Two Thousand Six Hundred Forty Two and Six Hundredths Feet (2,642.06') to the North-South Centerline of said Section One (1); thence South 00°34' East along the North-South Centerline of said Section One (1), a distance of Four Hundred Seven and Eighteen Hundredths Feet (407.18'); thence North 90°00' East a distance of Two Thousand Six Hundred Thirty Eight and Seventy Two Hundredths Feet (2,638.72') to the East Line of said Section One (1); thence South 00°31' East along the East Line of said Section (1) a distance of One Thousand

Eighty Seven and Seven Tenths Feet (1,087.7') to the Southeast Corner of said Section One (1), said Point also being the Northeast Corner of Section Twelve (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.); thence South 00°20'20" East along the East Line of said Northeast Quarter (NE¼) Section Twelve (12) a distance of Two Hundred Sixty Six and Five Hundredths Feet (266.05') to the North Right of Way Line of the Illinois Central Railroad; thence North 77°07" West along the North Right of Way Line of said Railroad a distance of Five Thousand Four Hundred Twenty Seven and Seven Tenths Feet (5,427.7') to the West Line of the Southwest Quarter (SW¼) said Section One (1); thence North 00° 32' West along the West Line of said Section (1) a distance of Five Hundred Fifty and Seventy One Hundredths Feet (550.71') to the Point of Beginning.

The above parcel contains 115.46 acres in total

MCS Industrial Addition to Storm Lake, Iowa

AND

A PART OF THE SOUTH EAST QUARTER (SE¼) OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of the Southeast Quarter (SE¼) of said Section 2; thence South 89°45'20" West along the North line of said Southeast Quarter (SE¼), a distance of 2,131.17 feet to a point on the Easterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Southerly along the Easterly right of way line of said railroad on a curve whose short chord bearings are as follows: South 29°31'40" East, a distance of 57.05 feet; thence South 23°07'17" East, a distance of 601.83 feet; thence South 16°32'54" East, a distance of 56.08 feet; thence continuing along the Easterly line of said railroad right of way South 15°59'20" East, a distance of 675.12 feet to a point on the Northerly line of the Illinois Central Railroad right of way; thence South 89°44'44" East, along the Northerly line of said railroad, a distance of 824.23 feet; thence South 1°56'40" West, a distance of 238.22 feet; thence South 76°34'40" East, a distance of 872.88 feet to a point on the East line of said Southeast Quarter (SE¼); thence North along the East line of said Southeast Quarter (SE¼) a distance of 1,759.60 feet to the point of beginning containing 62.91 acres and subject to all easements of record.

The East line of the Southeast Quarter (SE¼) of said Section 2 is assumed to bear due North and South in the above description.

AMENDMENT NO. 1 AREA

All of the property within the corporate limits that is located South of Richland Avenue and East of Flint Drove. The area also includes the full right-of-way of all streets forming the boundary.

AMENDMENT NO. 2 AREA

A parcel in Buena Vista County, Iowa beginning at a point which is at the center of the intersection of the Canadian National Railroad right of way and Radio Road in Storm Lake, Iowa; thence South along the center line of Radio Road to the south right of way line of Highway 7; thence continuing South along the centerline of the County Road just West of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to a point that the center line intersects with the South line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence East along a South line of the Northwest Quarter (NW $\frac{1}{4}$), Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence North along the East line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the point where that East line intersects with the South line of Highway 7; thence East along the South line of Highway 7 to the point where it intersects with the center line of Gilbert Street extended South across Highway 7; thence North along the center line of Gilbert Street to the point where that line intersects with the center line of the Canadian National Railroad right of way; thence Northwesterly along the center line of the Canadian National Railroad right of way to the point of beginning.

AMENDMENT NO. 3 AREA

A tract of land located in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows:

Beginning at the Northwest (NW) Corner of Lot Seven (7), Block One (1), of Industrial Park Addition to Storm Lake; thence on a previously recorded bearing of North 90°00'00" East along the North line of said Lot Seven (7), 581.78 Feet to the West line of the East One Hundred Seventy-Five Feet (175') of said Lot Seven (7); thence North 00°10'50" West along the Northern extension of said West line of the East One Hundred Seventy-Five Feet (175'), 186.90 feet; thence South 90°00'00" West, 583.58 Feet to the East line of Lot Six (6), of said Block One (1); thence South 00°43'45" East, along said East line, 186.90 Feet to the point of beginning.

Tract contains 2.50 acres and is subject to all easements of record.

and

A tract of land located in the Southeast Quarter (SE $\frac{1}{4}$) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Northwest (NW) Corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 1; thence on a true bearing of South 00°21'07" East along the West line of said Southeast Quarter (SE $\frac{1}{4}$), 930.76 Feet to the point of beginning; thence South 89°10'02" East 838.14 Feet; thence South 00°21'07" East, 645.29 Feet to the North line of the Industrial Park Addition to the City of Storm Lake; thence North 89°50'14" West, along said North line, 255.00 Feet; thence North 00°02'17" East, 186.90 Feet; thence North 89°47'21" West, 583.58 Feet to the East line of Lot Six (6), Block One (1) of said Industrial Park Addition; thence North 00°32'05" West, along said East line, 220.28 Feet to the Northeast (NE) Corner of said Lot Six (6); thence North 00°21'07" West, along the West line of the Southeast Quarter (SE $\frac{1}{4}$), 247.44 Feet to the point of beginning. Hereafter referred to as Lot C of Lot B in Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 10.00 acres and is subject to all easements of record; and

AMENDMENT NO. 4

No land added or removed.

AMENDMENT NO. 5

No land added or removed.

AMENDMENT NO. 6

No land added or removed.

AMENDMENT NO. 7 AREA

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 1 TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 1; Thence South 00° 08' 18" East, along the East line of said Southwest Quarter (SW $\frac{1}{4}$), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said West line, 798.82 feet; Thence South 74° 10' 45" West, 456.34 feet; Thence South 00° 08' 18" East, 120.00 feet to the North line of Block

One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28" West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW ¼); Thence North 00° 09' 20" West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¼); Thence South 88° 57' 13" East, along said South line, 2641.68 feet to the Point of Beginning.

Hereafter known as Lot F in Section 1 Township 90 North, Range 37 West of the 5th P.M., Buena Vista, Iowa.

Tract contains 62.48 acres and is subject to all easements of record.

WHEREAS, a proposed Amendment No. 8 to the Plan ("Amendment No. 8" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to update the description of a previously approved urban renewal project and authorize new urban renewal projects to be undertaken within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 8 adds no new land to the Urban Renewal Area; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 8; and

WHEREAS, by resolution adopted on June 7, 2021, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 8 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 8 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the City Manager, or her delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 8 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in The Storm Lake Times, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 8, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 8 concerning the area of the City of Storm Lake, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 8 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development and blighted area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 8 to the Storm Lake Industrial Park Urban Renewal Plan of the City of Storm Lake, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 8 to the Storm Lake Industrial Park Urban Renewal Plan for the City of Storm Lake, State of Iowa"; Amendment No. 8, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 8 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 8 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 8 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Buena Vista County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 8, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

EXHIBIT 1

AMENDMENT NO. 8 TO THE STORM LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN

CITY OF STORM LAKE, IOWA

Original Area Adopted – 1991

Amendment No. 1 – 2004

Amendment No. 2 – 2010

Amendment No. 3 – 2013

Amendment No. 4 – 2015

Amendment No. 5 – 2016

Amendment No. 6 – 2017

Amendment No. 7 – 2019

Amendment No. 8 – 2021

AMENDMENT NO. 8
to the
STORM LAKE INDUSTRIAL PARK
URBAN RENEWAL PLAN

CITY OF STORM LAKE, IOWA

The Storm Lake Industrial Park Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Storm Lake Industrial Park Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 1991, and amended in 2004, 2010, 2013, 2015, 2016, 2017, and 2019, is being further amended by this Amendment No. 8 to the Plan (“Amendment No. 8” or “Amendment”) to update the description of a previously approved urban renewal project and authorize new urban renewal projects to be undertaken within the Urban Renewal Area. The Amendment makes no changes to the description of the Area or its designation.

Except as modified by this Amendment, the provisions of the Urban Renewal Plan, as previously amended, are hereby ratified, confirmed and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment No. 8 shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan.

DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole outlined in the Comprehensive Plan – Storm Lake 2030, adopted in February 2013. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects described in this Amendment, are in conformity with the Comprehensive Plan – Storm Lake 2030.

This Amendment does not in any way replace or modify the City’s current land use planning or zoning regulation process. Any need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in the Plan, as amended.

UPDATE TO PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous projects were previously approved for the Urban Renewal Area and are continuing. With the adoption of this Amendment No. 8, the City is updating the description of the following urban renewal project which was originally approved in Amendment No. 5 the Plan.

- A. *Purchase, Sale, and Development Agreement with FB Storm Lake II, LLC.* In 2016, the City and FB Storm Lake II, LLC entered into a purchase, sale, and development agreement for the development of approximately 100 condominium/apartment units in the Urban Renewal Area. In exchange for the developer’s obligations under the agreement, the City agreed to provide an incentive in the form of property tax rebates of potential incremental taxes, using a declining percentage of the incremental property tax generated by the Minimum Improvements as

part of the project over an 18 year period, but not to exceed \$2,300,000. Amendment No. 5 to the Plan authorized up to \$3,000,000 for the costs of this Project. The City anticipates amending the agreement to change the incentive structure for the Economic Development Grants to 12 years, using 100% of the incremental property tax generated annually, and to increase the maximum amount that may be paid as the Economic Development Grants under the agreement. As amended by this Amendment No. 8, the costs of this project are not to exceed \$3,100,000.

ELIGIBLE URBAN RENEWAL PROJECTS

(Amendment No. 8)

Although certain project activities may occur over a period of years, in addition to the projects previously proposed in the Plan, as previously amended, the Eligible Urban Renewal Projects under this Amendment No. 8 include:

1. Development Agreements:

A. Daycare Development Agreement: The City anticipates entering into a development agreement with a daycare provider for the development of a daycare within the Urban Renewal Area. Pursuant to the terms and conditions of the development agreement, the City anticipates providing grants to the daycare to help support the provision of childcare services within the Urban Renewal Area. The daycare would directly create jobs and income within the Urban Renewal Area by employment of its employees. Further, the daycare would facilitate the employment of parents by other businesses in the Urban Renewal Area that might not be able to work without the availability of childcare. The costs of this project are not to exceed \$600,000.

2. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds
Fees & Costs	Undetermined	Not to Exceed \$50,000

a) FINANCIAL DATA

1.	July 1, 2020 constitutional debt limit:	\$25,068,438
2.	Current outstanding general obligation debt:	\$13,205,002

3.	Proposed amount of indebtedness to be incurred (Amendment No. 8): A specific amount of debt to be incurred for the Updated Previously Approved Urban Renewal Projects and Eligible Urban Renewal Projects (Amendment No. 8) described in this Amendment has not yet been determined. This document is for planning purposes. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the	<u>Update to Previously Approved Urban Renewal Project:</u> \$100,000 <u>Eligible Urban Renewal Projects (Amendment No. 8):</u> \$650,000 These totals do not include
	City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Updated Previously Approved Urban Renewal Projects and Eligible Urban Renewal Projects (Amendment No. 8) as described above will be approximately:	financing costs related to debt issuance, which will be incurred over the life of the Area.

EFFECTIVE PERIOD

This Amendment No. 8 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, prior amendments to the Plan, any prior resolution, or other document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council. This Amendment has no impact on the duration of the division of revenue as described in prior amendments.

REPEALER

Any parts of the Urban Renewal Plan or prior amendments to the Plan in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of Amendment No. 8 is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or previous amendments to the Plan, or any part of the Plan, as previously amended, or this Amendment not determined to be invalid or unconstitutional.

Staff Summary

7/6/2021

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: Keri Navratil, City Manager

SUBJECT: **Motion Approving Professional Services Agreement with Bolton & Menk for the Preparation of an Infrastructure Management Plan**

BACKGROUND: Storm Lake has a significant public infrastructure system consisting of many components subject to maintenance, repair, and replacement. These ongoing efforts have traditionally entailed a reactionary approach to infrastructure management.

The intended plan seeks to evaluate the current condition of roadway surfacing and the probable condition of existing watermain and sanitary sewer utilities. The plan will also identify recommended maintenance, rehabilitation, or replacement options. Included with these optimal strategies are associated cost estimates.

With this information, the city will be better positioned to utilize a more proactive approach to maintaining and restoring infrastructure. The resultant plan will be useful for preparing maintenance and operation budgets and for prioritizing improvements within future capital improvement plans.

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: Estimated \$18,500 not-to-exceed fee for engineering and planning services.

RECOMMENDATION: Approve the agreement with Bolton & Menk for engineering services for the preparation of an Infrastructure Management Plan.

ATTACHMENTS:

Description		Type
	Contract	Contract

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

TASK ORDER NO: 12 – Infrastructure Management Plan

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: July 6, 2021

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

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services (“Master Agreement”) 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. 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	Data Collection, Analysis, and Report Preparation	\$18,500
TOTALS		\$18,500

Task 1 is an estimated, not-to-exceed amount. 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 as follows, such that all services will be completed by June 30, 2022.

July 2021	• Authorization of engineering for analysis and report writing
July – August 2021	• Analysis and report writing
August 2021	• Presentation of final report

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 Amendment extends beyond the term of the Master Agreement,

either intentionally or unintentionally by Amendment Scope or by Amendment extension, then this Amendment shall operate to extend the Master Agreement through the completion of CONSULTANT'S obligations under this Amendment or until a new Master Agreement is executed incorporating this Amendment.

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: Joshua Pope, P.E.

Title: Mayor

Title: Principal Engineer

ATTACHMENTS TO THIS AMENDMENT:
Exhibit I – Consultant's Services

EXHIBIT I – CONSULTANT’S SERVICES

TASK ORDER 12 – INFRASTRUCTURE MANAGEMENT PLAN

CITY OF STORM LAKE, IOWA

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The CONSULTANT agrees to provide professional engineering services required for the analysis of city street, sanitary sewer, & watermain infrastructure and associated rehabilitation and reconstruction recommendations.

The anticipated deliverable resultant of this Agreement includes a summary report identifying:

- Roadway surfacing and probable watermain and sanitary sewer existing conditions
- Recommended maintenance, rehabilitation, or replacement options
- Estimated cost of the recommended improvements

I.A. BASIC SERVICES

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

Task 1: Data Collection, Analysis, and Report Preparation

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: Data Collection and Analysis

CONSULTANT will field inventory existing roadway surfacing conditions based on qualitative observation. Watermain and sanitary sewer condition will be approximated based on pipe material, age, and reported system breaks and/or obstructions.

Task 1.3: Infrastructure Management Plan Report

CONSULTANT will utilize the analyzed data to formulate maintenance, repair, or replacement recommendations and the associated cost. A summary report will be prepared for the City’s current/future infrastructure management and for coordination with the City’s finance director and grant administrator to develop a 5-year Capital Improvement Plan.

(Remainder of this page intentionally left blank)

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 specific project related studies, surveys, design, plan and specification preparation and construction administration.
2. Professional services associated with watermain distribution system capacity/pressure analysis.
3. Professional services associated with sanitary sewer collection system televising and/or capacity analysis.

Staff Summary

7/6/2021

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: **Work Session #2 - Airport Commission**

BACKGROUND: The City received a request to allow a non-Storm Lake resident to be appointed to the Airport Commission. Current Sate Code does allow up to 2 member of a three member commission and at least three of the members of a five member commission shall be residents of the City.
Per Iowa Code Chapter 330.20- Each commissioner shall execute and furnish a bond in an amount fixed by the governing body and filed with the City Clerk.

FISCAL IMPACT: The proposed Ordinance is included for review.
N/A

RECOMMENDATION: No Action Necessary

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTERS 6 AND 12 OF TITLE II OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TO PERMIT CERTAIN NONRESIDENTS OF THE CITY TO BE APPOINTED TO, AND SERVE ON, THE AIRPORT COMMISSION AND TO CLARIFY QUALIFICATIONS FOR THE AIRPORT COMMISSION AND OTHER CITY COMMISSIONS, BOARDS, AND AGENCIES

WHEREAS, Chapters 2-6 and 2-12 of the City Code of the City of Storm Lake, Iowa has heretofore required that all five members of the Airport Commission be “resident voters” of the City;

WHEREAS, the City Council of the City of Storm Lake, Iowa, has determined that Section 2-6-1 of Chapter 6 and Section 2-12-2 of Chapter 12, all in Title II of the City Code of the City of Storm Lake, Iowa, should be amended to permit no more than two persons of the five-person Airport Commission to be appointed to such Commission who are not residents of the City of Storm Lake but who are residents of Buena Vista County, Iowa and who own, directly or indirectly as set forth below, real estate situated in the City of Storm Lake, Iowa upon which real estate taxes are levied; and

WHEREAS, while amending such sections, certain qualifications set forth in those sections pertaining to persons who may be appointed to the Airport Commission as well as to other City commissions, boards, and agencies should be clarified.

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

Section 1. Section 2-6-1, captioned, “Organization” in Title II of the City Code of the City of Storm Lake, Iowa, is hereby deleted and the following new Section 2-6-1, captioned, “Organization” is substituted therefor:

Section 2-6-1 Organization

The Airport Commission shall consist of five (5) members at least three of whom shall be residents of the City of Storm Lake registered to vote in the City of Storm Lake and no more than two of whom may be residents of Buena Vista County outside the city limits of the City of Storm Lake, provided that any such nonresident of the City to be appointed to such commission:

- a) owns,
- b) has a twenty-five percent (25%) or greater interest in an entity that owns, or
- c) is the grantor and a beneficiary of a trust that owns

an interest in nonexempt real estate situated in the City of Storm Lake, Iowa upon which interest real estate taxes are levied. The members of the Airport Commission shall be appointed by the Mayor, such appointments to be approved by the Council and each appointment shall be for a term of three (3) years. Vacancies shall be filled as original appointments are made. The Commission shall elect from its own members a chairman and a secretary who shall serve for such term as the Commission shall determine.

Section 2. Section 2-12-2, captioned, “Qualification” in Title II of the City Code of the City of Storm Lake, Iowa, is hereby deleted and the following new Section 2-12-2, captioned, “Qualification” is substituted therefor:

Section 2-12-2 Qualification

No person may be appointed to any Board, Commission, or Agency designated in Section 2-12-1 unless that person shall be an eligible elector in the State of Iowa, a domiciliary of the State of Iowa, a resident of the City of Storm Lake and at least eighteen years of age, with the exception that a person appointed to the Airport Commission need not be a resident of the City of Storm Lake if such person otherwise qualifies to be appointed a member of the Airport Commission under the provisions of Section 2-6-1.

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

7/6/2021

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: **Resolution No. 03-R-2021-2022 Proposing an Ordinance Amending Chapters 6 and 12 of Title II of the City Code to Permit Certain Nonresidents of the City to be Appointed to, and Serve On, the Airport Commission and Other City Commissions, Boards, and Agencies; and Providing for a Hearing on the Adoption of Such Ordinance**

BACKGROUND: The City received a request to allow a non-Storm Lake resident to be appointed to the Airport Commission. Current Sate Code does allow up to 2 members of a three member commission and at least three of the members of a five member commission shall be residents of the City.

Per Iowa Code Chapter 330.20- Each commissioner shall execute and furnish a bond in an amount fixed by the governing body and filed with the City Clerk.

Two work sessions have been held to discuss the request and review the proposed ordinance. The public hearing will be set for July 19, 2021 at 5:00 PM in the Council Chambers in City Hall.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve Resolution No. 03-R-2021-2022 Proposing an Ordinance Amending Chapters 6 and 12 of Title II of the City Code to Permit Certain Nonresidents of the City to be Appointed to, and Serve On, the Airport Commission and Other City Commissions, Boards, and Agencies; and Providing for a Hearing on the Adoption of Such Ordinance

ATTACHMENTS:

Description	Type
☐ Resolution No. 03-R-2021-2022	Resolution
☐ Proposed Ordinance No. 02-O-2021-2022	Ordinance
☐ Notice of Public Hearing	Backup Material

RESOLUTION NO. 03-R-2021-2022

RESOLUTION PROPOSING AN ORDINANCE AMENDING CHAPTERS 6 AND 12 OF TITLE II OF THE CITY CODE TO PERMIT CERTAIN NONRESIDENTS OF THE CITY TO BE APPOINTED TO, AND SERVE ON, THE AIRPORT COMMISSION AND TO CLARIFY QUALIFICATIONS FOR THE AIRPORT COMMISSION AND OTHER CITY COMMISSIONS, BOARDS, AND AGENCIES; AND PROVIDING FOR A HEARING ON THE ADOPTION OF SUCH ORDINANCE

WHEREAS, the City Council of the City of Storm Lake, Iowa, is considering an ordinance to amend Chapters 6 and 12 in Title II of the City Code of the City of Storm Lake, Iowa to permit certain nonresidents of the city to be appointed to, and serve on, the Airport Commission and to clarify qualifications for the Airport Commission and other city commissions, boards, and agencies (the “Ordinance” below); and

WHEREAS, the City Council wishes to give members of the public the opportunity to be heard regarding the Ordinance under consideration.

NOW, THEREFORE, be it hereby resolved that the Ordinance is scheduled for public hearing at the Council Chambers at City Hall at the regular council meeting scheduled July 19, 2021, at 5:00 p.m. The City Clerk is further directed to have a copy of this Resolution, a copy of the proposed ordinance, and general notice of such public hearing published in the Storm Lake Times on a date not less than four (4) days prior to said meeting.

Passed and approved this 6th day of July, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

ORDINANCE NO. 02-O-2021-2022

ORDINANCE AMENDING CHAPTERS 6 AND 12 OF TITLE II OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TO PERMIT CERTAIN NONRESIDENTS OF THE CITY TO BE APPOINTED TO, AND SERVE ON, THE AIRPORT COMMISSION AND TO CLARIFY QUALIFICATIONS FOR THE AIRPORT COMMISSION AND OTHER CITY COMMISSIONS, BOARDS, AND AGENCIES

WHEREAS, Chapters 2-6 and 2-12 of the City Code of the City of Storm Lake, Iowa has heretofore required that all five members of the Airport Commission be “resident voters” of the City;

WHEREAS, the City Council of the City of Storm Lake, Iowa, has determined that Section 2-6-1 of Chapter 6 and Section 2-12-2 of Chapter 12, all in Title II of the City Code of the City of Storm Lake, Iowa, should be amended to permit no more than two persons of the five-person Airport Commission to be appointed to such Commission who are not residents of the City of Storm Lake but who are residents of Buena Vista County, Iowa and who own, directly or indirectly as set forth below, real estate situated in the City of Storm Lake, Iowa upon which real estate taxes are levied; and

WHEREAS, while amending such sections, certain qualifications set forth in those sections pertaining to persons who may be appointed to the Airport Commission as well as to other City commissions, boards, and agencies should be clarified.

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

Section 1. Section 2-6-1, captioned, “Organization” in Title II of the City Code of the City of Storm Lake, Iowa, is hereby deleted and the following new Section 2-6-1, captioned, “Organization” is substituted therefor:

Section 2-6-1 Organization

The Airport Commission shall consist of five (5) members at least three of whom shall be residents of the City of Storm Lake registered to vote in the City of Storm Lake and no more than two of whom may be residents of Buena Vista County outside the city limits of the City of Storm Lake, provided that any such nonresident of the City to be appointed to such commission:

- a) owns,
 - b) has a twenty-five percent (25%) or greater interest in an entity that owns, or
 - c) is the grantor and a beneficiary of a trust that owns
- an interest in nonexempt real estate situated in the City of Storm Lake, Iowa upon which interest real estate taxes are levied. The members of the Airport Commission shall be appointed by the Mayor, such appointments to be

approved by the Council and each appointment shall be for a term of three (3) years. Vacancies shall be filled as original appointments are made. The Commission shall elect from its own members a chairman and a secretary who shall serve for such term as the Commission shall determine.

Section 2. Section 2-12-2, captioned, “Qualification” in Title II of the City Code of the City of Storm Lake, Iowa, is hereby deleted and the following new Section 2-12-2, captioned, “Qualification” is substituted therefor:

Section 2-12-2 Qualification

No person may be appointed to any Board, Commission, or Agency designated in Section 2-12-1 unless that person shall be an eligible elector in the State of Iowa, a domiciliary of the State of Iowa, a resident of the City of Storm Lake and at least eighteen years of age, with the exception that a person appointed to the Airport Commission need not be a resident of the City of Storm Lake if such person otherwise qualifies to be appointed a member of the Airport Commission under the provisions of Section 2-6-1.

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

NOTICE TO THE PUBLIC

Notice is hereby given to all residents of the City of Storm Lake, Iowa that the City Council will hold a hearing during its regular meeting commencing at 5:00 p.m. on July 19, 2021, at the Council Chambers in Storm Lake, Iowa, for the purpose of considering an ordinance to amend Chapters 6 and 12 in Title II of the City Code of the City of Storm Lake, Iowa to permit certain nonresidents of the city to be appointed to, and serve on, the Airport Commission and to clarify qualifications for the Airport Commission and other city commissions, boards, and agencies (the “Ordinance” below). The text of the Council’s resolution setting such hearing and the text of the proposed Ordinance follow:

Text of the City Council’s Resolution Setting the Hearing:

RESOLUTION PROPOSING AN ORDINANCE AMENDING CHAPTERS 6 AND 12 OF TITLE II OF THE CITY CODE TO PERMIT CERTAIN NONRESIDENTS OF THE CITY TO BE APPOINTED TO, AND SERVE ON, THE AIRPORT COMMISSION AND TO CLARIFY QUALIFICATIONS FOR THE AIRPORT COMMISSION AND OTHER CITY COMMISSIONS, BOARDS, AND AGENCIES; AND PROVIDING FOR A HEARING ON THE ADOPTION OF SUCH ORDINANCE

WHEREAS, the City Council of the City of Storm Lake, Iowa, is considering an ordinance to amend Chapters 6 and 12 in Title II of the City Code of the City of Storm Lake, Iowa to permit certain nonresidents of the city to be appointed to, and serve on, the Airport Commission and to clarify qualifications for the Airport Commission and other city commissions, boards, and agencies (the “Ordinance” below); and

WHEREAS, the City Council wishes to give members of the public the opportunity to be heard regarding the Ordinance under consideration.

NOW, THEREFORE, be it hereby resolved that the Ordinance is scheduled

for public hearing at the Council Chambers at City Hall at the regular council meeting scheduled July 19, 2021, at 5:00 p.m. The City Clerk is further directed to have a copy of this Resolution, a copy of the proposed ordinance, and general notice of such public hearing published in the Storm Lake Times on a date not less than four (4) days prior to said meeting.

Passed and approved this 6th day of July, 2021.

/s/ Michael Porsch
Michael Porsch, Mayor

ATTEST:

/s/ Mayra A. Martinez
Mayra A. Martinez, City Clerk

Text of the proposed ordinance:

ORDINANCE AMENDING CHAPTERS 6 AND 12 OF TITLE II OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TO PERMIT CERTAIN NONRESIDENTS OF THE CITY TO BE APPOINTED TO, AND SERVE ON, THE AIRPORT COMMISSION AND TO CLARIFY QUALIFICATIONS FOR THE AIRPORT COMMISSION AND OTHER CITY COMMISSIONS, BOARDS, AND AGENCIES

WHEREAS, Chapters 2-6 and 2-12 of the City Code of the City of Storm Lake, Iowa has heretofore required that all five members of the Airport Commission be “resident voters” of the City;

WHEREAS, the City Council of the City of Storm Lake, Iowa, has determined that Section 2-6-1 of Chapter 6 and Section 2-12-2 of Chapter 12, all in Title II of the City Code of the City of Storm Lake, Iowa, should be amended to permit no more than two persons of the five-person Airport Commission to be appointed to such Commission who are not residents of the City of Storm Lake but who are residents of Buena Vista County, Iowa and who own, directly or indirectly as set forth below, real estate situated in the City of Storm Lake, Iowa upon which real estate taxes are levied; and

WHEREAS, while amending such sections, certain qualifications set forth in those sections pertaining to persons who may be appointed to the Airport Commission as well as to other City commissions, boards, and agencies should be clarified.

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

Section 1. Section 2-6-1, captioned, "Organization" in Title II of the City Code of the City of Storm Lake, Iowa, is hereby deleted and the following new Section 2-6-1, captioned, "Organization" is substituted therefor:

Section 2-6-1 Organization

The Airport Commission shall consist of five (5) members at least three of whom shall be residents of the City of Storm Lake registered to vote in the City of Storm Lake and no more than two of whom may be residents of Buena Vista County outside the city limits of the City of Storm Lake, provided that any such nonresident of the City to be appointed to such commission:

a) owns,

b) has a twenty-five percent (25%) or greater interest in an entity that owns,

or

c) is the grantor and a beneficiary of a trust that owns

an interest in nonexempt real estate situated in the City of Storm Lake, Iowa upon which interest real estate taxes are levied. The members of the Airport Commission shall be appointed by the Mayor, such appointments to be approved by the Council and each appointment shall be for a term of three (3) years. Vacancies shall be filled as original appointments are made. The Commission shall elect from its own members a chairman and a secretary who shall serve for such term as the Commission shall determine.

Section 2. Section 2-12-2, captioned, "Qualification" in Title II of the City Code of the City of Storm Lake, Iowa, is hereby deleted and the following new Section 2-12-2, captioned, "Qualification" is substituted therefor:

Section 2-12-2 Qualification

No person may be appointed to any Board, Commission, or Agency designated in Section 2-12-1 unless that person shall be an eligible elector in the State of Iowa, a domiciliary of the State of Iowa, a resident of the City of Storm Lake and at least eighteen years of age, with the exception that a person appointed to the Airport Commission need not be a resident of the City of Storm Lake if such person otherwise qualifies to be appointed a member of the Airport Commission under the provisions of Section 2-6-1.

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

You are hereby advised of your right to be present at the Council meeting at 5:00 p.m., July 19, 2021, at the City Hall in Storm Lake, Iowa to speak in favor of or in opposition to the proposal to adopt the Ordinance. The first reading and formal consideration of the Ordinance will follow the hearing at the July 19, 2021 City Council meeting.

/s/ Mayra A. Martinez
Mayra A. Martinez, City Clerk for the City of Storm Lake