

**CITY OF STORM LAKE
REGULAR COUNCIL SESSION MEETING,
CITY HALL
COUNCIL CHAMBERS
OCTOBER 7, 2024
5:00 PM**



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

AGENDA

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

BY TELEPHONE:

Dial: 1-312-626-6799 or toll-free: 1-888-475-4499

Zoom Meeting ID: 933-2006-3301

BY COMPUTER:

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

Open the Meeting

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

- A. **Consideration of Changes in Agenda and Setting the Agenda**
- B. **Disclosure by City Council Members**
- C. **Hear the Public**
- D. **Consent Agenda**
 - 1. [Consent Agenda](#)
 - 2. [Buy Local Information](#)
 - 3. [SLPD City Code Enforcement Summary](#)
- E. **Unfinished Business**
- F. **New Business**
 - 1. [Motion to Approve BVU Alliance Fun Run Request](#)
 - 2. [Motion to Approve Easement Request](#)
 - 3. [Public Hearing On The Authorization Of A Loan And Disbursement Agreement And The Issuance Of Notes To Evidence The Obligation Of The City Thereunder](#)
 - 4. [Resolution No. 29-R-2024-2025 Instituting Proceedings To Take Additional Action For the Authorization of a Loan and Disbursement Agreement and the Issuance of Not to Exceed \\$3,000,000 Water Revenue Capital Loan Notes](#)
 - 5. [Resolution No. 30-R-2024-2025 Adopting a Conflict-Of-Interest Policy for Projects Funded in Whole or in Part with U.S. Department of Energy Funding](#)

6. Resolution No. 31-R-2024-2025 Approving an Agreement with ISG for Water Treatment Plant Preliminary Engineering Report Amendment and Technical Memorandum.
7. Motion to Reject Bids for College and 3rd Street Lift Station Project
8. Public Hearing For A Requested Easement On City ROW
9. Resolution No. 32-R-2024-2025 Approving A Requested Easement On City ROW.
10. Work Session On An Ordinance Amending Title VIII Of The 1994 Recodification Of The Municipal Code Of The City Of Storm Lake, Iowa, By Adding A New Subsection 8-1-1(A)(18) To Chapter 8-1, Nuisances, To Regulate The Keeping Of Domestic Pigeons Within The Corporate Limits Of Storm Lake, Iowa
11. Works Session - Review of City Code 9-12-9 Truck Routes
12. City Council Requested Items / City Council Updates

G. **Adjourn**

Meeting Protocol

If you wish to speak today, please:

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

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

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

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

Staff Summary

10/07/2024

Agenda Item # D.1.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez City Clerk

SUBJECT: **Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of Bills
- King's Pointe & Sunrise Pointe Disbursements ,
- Approve September 16, 2024 City Council Minutes
- Acknowledge the August 2024 Library Minutes
- Acknowledge the August 2024 Airport Minutes
- Approve Renewal Liquor Licenses for Beer Thirty Storm Lake and Denoche's Bar Dance Club LLC
- Approve Buy Local Information
- Approve Storm Lake Police Department City Code Enforcement Update

FISCAL IMPACT: City Will Pay The Following Expenditures:

- List of Bills: \$2,330,876.18
- King's Pointe & Sunrise Pointe Golf Course Bills: \$141,794.51

City Will Receive The Following Revenue:

- Liquor License Renewals: \$1,170.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

[10/7/2024 City Claims Expense Report.pdf](#)
[10/7/2024 King's Pointe Claims 9.13.2024 to 10.3.2024.xlsx](#)
[09/16/2024 City Council Minutes.docx](#)
[Library Minutes - August 2024.docx](#)
[Airport Commission August 2024 Minutes.docx](#)
[Beer Thirty Liquor Application 2024.pdf](#)
[Denoche's Bar Dance Club LLC Liquor Application 2024.pdf](#)



Storm Lake, IA

Buy Local_v1

Payment Date Range: 09/19/2024 - 10/09/2024

Vendor Name	Vendor Number	Payable Description	Total Payments
BVC			
Buena Vista County Extension	001340	9/12/2024 Applicator Licenses	635.00
Buena Vista County Solid Waste	001035	2nd Qtr FY2025 Assessment	95,914.94
Hare Painting & Sandblasting	001482	9/27/2024 Hydrant Painting	9,600.00
Mike's Electronics Inc	001196	Radio Park & Basin	2,795.69
Yards & Etc	001660	613 Flindt Lawn Mowing- 8.22.2024	150.00
		BVC Total:	109,095.63
Contract/Agreement			
Blacktop Service Company	001642	W 10th & Irving Overlay	239,801.52
Charles Sargent Irrigation Company, Inc	001209	Pay #5 of Well 21	33,879.09
Reding's Gravel & Excavating Co., Inc	001132	Pay #5 of Memorial/Utilities	744,852.31
Woodruff Construction, Inc	002132	Pay #1 of 2nd Water Damage	202,710.17
		Contract/Agreement Total:	1,221,243.09
Local			
A & A Automotive	001022	New Tires- P9	790.42
Alliant Energy	001173	Gas Services	2,180.64
Arnold Motor Supply, LLP	001007	Supplies	651.46
Bomgaars Supply, Inc	001151	Supplies	1,528.84
Buena Vista Regional Medical Center	001124	9/18/2024 ID Tag	5.00
Edwards Storm Lake	001114	Brake Repairs	3,711.76
Fastenal Company	001033	Supplies	271.44
Graham Tire	001093	Tire Repairs	31.00
Growmark Inc New Century FS	001016	Fuel	12,811.02
Iowa Office Supply Inc	001037	Supplies	177.10
Jones Nursery, LLC	002337	Downtown Plants	80.00
King's Pointe Resort	001110	8/2024 Fire School Rooms- Fahey-Smith	1,096.48
L & G Products, Inc	001099	Chemicals	5,434.11
Long Lines	001077	Fax Line & Emergency Line Service	1,382.71
McCrea Eneterprises	001176	Paint Supplies	415.05
Michael P. Reinert	001079	Steel Materials	122.50
MidAmerican Energy Company	001074	91230-94002 Electric Services	81,275.33
North Lake Truck Repair	001177	Repairs	1,879.38
Pizza Ranch	001438	Fire Chief's Meeting	189.00
Plumbing & Heating Wholesale, Inc	001126	Irrigation Supplies	140.65
Qwest Corporation	001070	Phone Service	123.83
Rebnord Technologies, Inc	001091	Toughbooks and Cradlepoint	39,372.71
Siouxland Certified Testing Services, Inc	001190	Memorial Road Testing	7,462.50
Smith Concrete Service Inc	001134	Concrete	5,070.75
Stanton Electric, Inc	001264	Harmony Garden Electrical	4,134.27
Storm City Auto Parts, Inc	001501	Fuel System Cleaner	8.30
Storm Lake Ace Hardware	001216	Supplies	746.46
Thermo King of Sioux Falls	001502	Service- Vac Truck	887.34
Visual Edge Inc	001063	Copier Maintenance Agreement	812.82
WalMart #01-1526	001153	Supplies	478.66
Zone Home Entertainment, LLC	001419	Recliner	314.99
		Local Total:	173,586.52
Non-Local			
ABC Pest Control, Inc	001078	Quarterly Pest Control	576.28
Ahlers & Cooney, P.C.	001023	Legal Services	5,130.40
Alex Air Apparatus 2 LLC	002217	Inserts	201.25
Alpha Wireless Communications	001105	Speaker	321.30

Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
BEC Enterprises, LLC	002484	Motor	1,765.15
Boji Portable Toilets Inc	001133	Portable Toilet Rental	700.00
Breanna Nieland	001607	8/9/2024 Crisis Negotiations Reimbursemen	132.00
Builders Sharpening & Service LLC	001011	Loader with Attachments	135,539.22
Business Publications Corp., Inc.	002436	Programmatic	435.00
Calibre Press	001793	Training Registration- Weflen	199.00
CargoRAXX LLC	002364	Vehicle Fitting	1,621.90
Central Iowa Distributing, Inc	001026	Cleaning Supplies	1,639.00
Chem-Sult, Inc	001337	Sodium Chlorite	5,852.83
Cimpress USA Incorporated	002212	Promo Material	420.40
Cintas First Aid & Safety	001094	First Aid Supplies	216.67
City of Denison	002284	10/2024- Garcia Contract Buyout	9,755.00
Civic Plus	001706	Annual Subscription	22,178.84
Continental Research Corporation	002277	Supplies	1,266.48
Core & Main LP	002000	Testing Supplies	359.21
Dale Vitito	001061	Uniforms	1,338.64
Dave's Sand & Gravel, Inc	002371	Sand	301.09
DISCOUNTELL LLC	002532	Dual Shark Fin	390.00
Dorsey & Whitney LLP	001954	TIF Legal Services	15,726.00
Eastern Aviation Fuels, Inc	001030	Jet Fuel	18,790.35
Ed M. Feld Equipment Company, Inc	001031	Battery	65.56
Education Speciality Publishing	002211	Fire Prevention Materials	2,596.00
Electric Pump Inc	001032	Sludge Pump Repairs	9,416.03
Electronic Engineering	001290	Pager	589.68
Environmental Systems Research Institut	002095	ArcGIS Online Subscription	7,174.66
Erik E Mosbe	001318	Mower Parts	234.55
Foundation Analytical Laboratory, Inc	001100	Testing Services	3,256.75
General Traffic Controls, Inc	001128	Annual Cabinet Maint	4,510.80
Hawkins, Inc	001112	Chemicals	17,603.42
HD Supply, Inc	001336	Supplies	1,020.53
Housby Heavy Equipment, LLC	001443	Filters	632.53
Intoximeters, Inc	001514	Supplies	125.00
Iowa Lakes Regional Water	001073	Water Services	79.19
Iowa Law Enforcement Academy	001036	Tactics Registration- Fritz	1,005.00
Iowa League of Cities	001117	Fall 2024 Budget Conf Reg- Gibbins	50.00
Iowa Municipal Finance Officers Associat	001333	Fall 2024 Conference Registration	225.00
Iowa Stormwater Education Partnership	001208	Promo Material	249.14
iWorQ Systems, Inc	002092	Business Licenses	3,000.00
Joshua Beeck	002472	Window Cleaning Services	45.00
Kasperbauer Cleaners, Inc	002435	Entrance Mat Services	40.62
Kirby Built Products, LLC	002494	Outdoor Water Bottle Filler (2)	11,611.21
Laurens House of Print Ltd	002161	Cab Coupons	460.33
Liberty Doors, Inc	002401	Bandshell Door	1,871.00
Linde Inc	001111	Carbon Dioxide	6,084.74
MacQueen Equipment LLC	001881	Boots	555.62
Marcus Lumber Company Corp	002011	Supplies	435.15
Midwest Radar & Equipment	001313	Services	410.00
Mississippi Lime Company	001095	Lime	49,130.03
Modern Heating, Inc	002531	AC Repairs	397.81
Motorola Solutions, Inc	001937	Radios	1,990.87
Municipal Supply, Inc	001391	Supplies	148.25
MW Watermark, LLC	001772	Roller Chains	4,281.93
National Tactical Officers Association	001930	Registration	701.00
Pattlen Enterprises, Inc	001184	Greens Mower	61,884.00
Plan It Software LLC	002378	CIP Software Subscription	4,250.00
R & R Products, Inc	001299	Aerator Tines	448.50
Response Graphics & Embroidery, LLC	002346	Shirt	160.33
Seneca Companies, Inc	001086	Jet Probe Services	4,188.63
SGS, LLC	002126	Garbage Services	1,352.62

Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Shive-Hattery Inc	002460	Design Services	12,191.30
Siouxland Turf Products	001131	Seed	305.00
Small Business Administration	002540	Evidence Seizure 20-045799	16,540.00
Thompson Electric Company	001829	Pump Programming	500.00
Underground Location Company	001194	Locate Services	101.00
Van-Wall Equipment, Inc	001362	Gator Sprayer	56,123.89
Vessco, Inc	001458	Pumphead	315.54
W. W. Grainger, Inc	001085	Pest Waste Bags	524.23
Winther, Stave & Co., LLP	001279	FY2024 Audit Services	10,000.00
		Non-Local Total:	523,738.45
Payroll/Refunds			
Mitchell Fritz	002023	9/20/2024 K9 Training Reimbursement	139.00
Phackakchay Noah Inthongsay	002048	Settle Order Z01740554	100.00
Thomas Lane	002020	9/13/2024 FTO Training Reimbursement	139.00
Tyler Munden	001530	9/27/2024 Rifle Instructor Reimbursement	175.95
		Payroll/Refunds Total:	553.95
		Grand Total:	2,028,217.64

King's Pointe Resort

Claims Publication

From 9/13/2024 to 10/3/2024

Vendor	Description	Amount
King's Pointe Payroll- 9/20/2024	Payroll	\$ 91,025.11
Reel Time Rentals	Agreement	\$ 6,818.74
Sysco Iowa Inc.	Food	\$ 14,858.49
MidAmerican Energy	Utilities	\$ 29,092.17

**CITY OF STORM LAKE CITY HALL COUNCIL CHAMBERS REGULAR COUNCIL
SESSION MEETING, SEPTEMBER 16, 2024, 5:00 PM**

Present: Mayor Michael Porsch, Council Members Maggie Martinez, Maria Ramos (via Zoom 5:03pm), Kevin Mckinney, and Meg McKeon. Absent: Matt Ricklefs

Staff Present - City Manager Keri Navratil, Assistant City Manager David Derragon, Police Chief Chris Cole, Fire Chief Glenn Schlessler, King’s Pointe Manager Amy VonBank, Building and Code Compliance Director Scott Olesen, Development Services Specialist Lee Dutfield, Communications Coordinator Dana Larsen, Public Services Supervisor Brandon Ripke, Public Works Director Matt Beckman, Staff Accountant Tyler Gibbins, and City Clerk Mayra Martinez.

Media Present: Allison Moore with the Storm Lake Times Pilot.

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

Pledge of Allegiance

Agenda - Moved by Council Member McKinney to approve the agenda with removing Agenda Item No. D3 Resolution No. 24-R-2024-2025 Approving Setting A Public Hearing For A Requested Easement On City ROW from the consent agenda and to be placed under new business. Seconded by Council Member Martinez. Vote: All ayes. Motion carried.

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

Hear the Public - none

Consent Agenda - Moved by Council Member Martinez to approve list of Bills King's Pointe & Sunrise Pointe Disbursements, September 3, 2024 City Council Minutes, Renewal Liquor Licenses for Pro Day Spa, Drainage District #13 Invoices, and Police Department City Code Enforcement Update. Seconded by Council Member Mckinney. Vote: All ayes with Council Member Ricklefs and Ramos absent. Motion carried.

Council Member Ramos arrived via zoom at 5:03 pm.

New Business

BVRMC Easement - Moved by Council Member McKinney to approve Resolution No. 24-R-2024-, 2025 setting a public hearing for October 7, 2024, at 5:00 pm for a requested Easement on City ROW with BVRMC. Seconded by Council Member Ramos. Roll call vote: All ayes with Council Member Matt Ricklefs absent. Motion carried.

**RESOLUTION NO. 24-R-2024-2025
RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE
PROPOSAL TO CONVEY AN EASEMENT, AND PROVIDING FOR
PUBLICATION OF NOTICE THEREOF**

WHEREAS, the City Council of the City of Storm Lake (the "City") has received a proposal to convey an easement to Buena Vista Regional Medical Center, across certain real property legally described as follows (the “Easement”):

An area of Three Feet (3') located immediately North and adjacent to Lots Two (2) and Three (3), Block One (1), Garden Grove Addition to the City of Storm Lake, Buena Vista County, Iowa, EXCEPT the area as described in the Quit Claim Deed recorded as Document Number 141563 on June 25, 2014, in the County Recorder’s Office of Buena Vista County, Iowa.

WHEREAS, it is appropriate pursuant to Iowa Code Section 364.7 to publish a Notice of the proposed conveyance and of the hearing and to receive and consider objections and petitions.

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

Section 1. That this Council meet at 5:00 P.M. on October 7, 2024, for the purpose of taking action on the matter of the proposal to convey the Easement to Buena Vista Regional Medical Center.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at

least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE
CITY OF STORM LAKE IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO CONVEY AN EASEMENT, AND
THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake in the State of Iowa, will hold a public hearing at its meeting on October 7, 2024, at 5:00 P.M., at Storm Lake City Council Chambers, City Hall, 620 Erie St., Storm Lake, Iowa, at which meeting the Council proposes to take action on the proposal to convey an easement to Buena Vista Regional Medical Center across certain real property owned by the City, which easement is legally described as follows:

An area of Three Feet (3') located immediately North and adjacent to Lots Two (2) and Three (3), Block One (1), Garden Grove Addition to the City of Storm Lake, Buena Vista County, Iowa, EXCEPT the area as described in the Quit Claim Deed recorded as Document Number 141563 on June 25, 2014, in the County Recorder’s Office of Buena Vista County, Iowa.

The easement conveyance may be subject to conditions as may be stated either in the resolution of the City Council, or documents entered into between the parties.

At the time set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed conveyance. After the public hearing, the Council may make a final determination to accept or reject the proposal as submitted, or upon condition that certain terms be changed, or the Council may defer action on the proposal until a subsequent meeting.

This notice is given by order of the City Council of the City of Storm Lake in the State of Iowa, as provided by Section 364.7 of the City Code of Iowa.

Dated this 16th day of September, 2024.

Mayra Martinez, City Clerk
City of Storm Lake in the State of Iowa

(End of Notice)

PASSED AND APPROVED this September 16, 2024.

Michael Porsche, Mayor

ATTEST:

Mayra Martinez, City Clerk

Noise Variance- No motion to approve Noise Variance Request from Becky Matheson. The agenda item died.

Iowa Lakes Corridor Update - Curt Strouth, Trevor Smith, and Alyssa Petersen of Iowa Lake Corridor gave a quarterly update.

Chills And Thrills Event SLU: Moved by Council Member Ramos to approve Resolution No. 25-R-2024-2025 Change Of Road Closing Time For Chills And Thrills Event. Seconded by Council Member Martinez. Roll call vote: All ayes with Council Member Matt Ricklefs absent. Motion carried.

RESOLUTION NO. 25-R-2024-2025
RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS IN CONNECTION
WITH A SPECIAL EVENT KNOWN AS “CHILLS AND THRILLS”

WHEREAS, Iowa Code Section 364.12(2) states "a city shall keep all public grounds, streets, sidewalks, alleys, bridges, culverts, overpasses, underpasses, grade crossing separations and approaches, public ways, squares, and commons open, in repair and free from nuisance;" and

WHEREAS, Iowa Code Section 364.12(2)(a) states "public ways and grounds may be temporarily closed by resolution;" and

WHEREAS, a request has been submitted for a temporary street closure in connection with a special event known as "Chills and Thrills," and the City finds it is necessary and in the best interests of the attendees and public to temporarily close the following streets and any associated parking spaces from 9:00 a.m. to approximately 12:15 p.m. on the dates listed below, in conjunction with the special event known as "Chills and Thrills:"

500, 600, and 700 block of Lake Ave., on October 26, 2024.

WHEREAS, this request is an adjustment to previous street closing times as approved in Resolution No. 21-R-2024-2025, dated September 3, 2024.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Iowa Code Section 364.12(2)(a), the City Council of the City of Storm Lake, Iowa does hereby temporarily close the streets as stated above.

Dated this date: September 16, 2024

ATTEST:

Michael Porsch, Mayor

Mayra A. Martinez, City Clerk

Budget Amendment – Mayor Porsch opened the public hearing on Fiscal Year 2024-2025 Budget. Hearing no comments from the public, Mayor Porsch closed the public hearing.

Budget Amendment - Moved by Council Member McKinney to Seconded by Council Member McKeon Resolution No. 26-R-2024-2025 Amending the Fiscal Year 2024-2025 Budget. Vote: 4 ayes with Council Member Matt Ricklefs absent. Motion carried.

RESOLUTION NO. 26-R-2024-2025

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2024

Be it Resolved by the Council of the City of Storm Lake:

Section 1. Following notice published September 6th, 2024, and the public hearing held, September 16th, 2024 the current budget is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of STORM LAKE				
Fiscal Year July 1, 2024 - June 30, 2025				
The City of STORM LAKE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2025				
Meeting Date/Time: 9/16/2024 05:00 PM		Contact: Tyler Gibbins		Phone: (712) 732-8000
Meeting Location: City Council Chambers				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	4,902,609	0	4,902,609
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	4,902,609	0	4,902,609
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	3,247,465	0	3,247,465
Other City Taxes	6	3,646,940	0	3,646,940
Licenses & Permits	7	124,500	0	124,500
Use of Money & Property	8	2,100	0	2,100
Intergovernmental	9	6,436,651	0	6,436,651
Charges for Service	10	18,123,444	0	18,123,444
Special Assessments	11	0	0	0
Miscellaneous	12	38,175	0	38,175
Other Financing Sources	13	9,137,582	0	9,137,582
Transfers In	14	21,013,519	4,185,595	25,199,114
Total Revenues & Other Sources	15	66,672,985	4,185,595	70,858,580
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	4,199,753	0	4,199,753
Public Works	17	2,120,229	0	2,120,229
Health and Social Services	18	33,000	0	33,000
Culture and Recreation	19	2,011,863	0	2,011,863
Community and Economic Development	20	1,134,847	0	1,134,847
General Government	21	894,948	0	894,948
Debt Service	22	2,758,615	0	2,758,615
Capital Projects	23	3,123,200	4,185,595	7,308,795
Total Government Activities Expenditures	24	16,276,455	4,185,595	20,462,050
Business Type/Enterprise	25	29,196,126	0	29,196,126
Total Gov Activities & Business Expenditures	26	45,472,581	4,185,595	49,658,176
Transfers Out	27	21,013,519	4,185,595	25,199,114
Total Expenditures/Transfers Out	28	66,486,100	8,371,190	74,857,290
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	186,885	-4,185,595	-3,998,710
Beginning Fund Balance July 1, 2024	30	22,948,113	0	22,948,113
Ending Fund Balance June 30, 2025	31	23,134,998	-4,185,595	18,949,403
Explanation of Changes: Movement of Capital Improvement Project, Memorial Road Street and Utilities Project, into this year's budget.				

NOW THEREFORE be it resolved by the City Council of the City of Storm Lake, Iowa, to approve the above said budget amendment for the 2024-2025 Fiscal Year.

PASSED AND APPROVED this 16th day of September 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Well No. 23 Project - Moved by Council Member Martinez to adopt Resolution No. 27-R-2024-2025 to approve a Professional Services Agreement with ISG for Design and Construction Services for New Production Well No. 23 Project. Seconded by Council Member Mckinney. Roll call vote: All ayes with Council Member Matt Ricklefs absent. Motion carried.

2024C Water SRF Loan - Moved by Council Member McKeon to adopt Resolution No. 28-R -2024-2025 Fixing Date For October 7, 2024, at 5:00 pm on the proposition to authorize One Or More Loan And Disbursement Agreements And The Issuance Of Notes To Evidence The Obligations Of The City Thereunder. Seconded by Council Member Ramos. Roll call vote: All ayes with Council Member Matt Ricklefs absent. Motion carried.

Ordinance Amending Chapter 8 – Cats - Moved by Council Member McKinney to waive 2nd reading of Ordinance No. 03-O-2024-2025 amending title VIII of the 1994 recodification of the municipal code of the City of Storm Lake, Iowa, be repealing and replacing Cchapter 8-4 pertaining to animal control. Seconded by Council Member McKeon. Roll call vote: All ayes with Council Member Matt Ricklefs absent. Motion carried.

Moved by Council Member Mckinney to approve 3rd reading adopting Ordinance No. 03-O-2024-2025 Amending Title VIII Of The 1994 Recodification of the municipal code of the City of Storm Lake, Iowa, be repealing and replacing Chapter 8-4 pertaining to animal control Seconded by Council Member McKeon. Roll call vote: All ayes with Council Member Matt Ricklefs absent. Motion carried.

ORDINANCE NO. 03-O-2024-2025

AN ORDINANCE AMENDING TITLE VIII OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA, BY REPEALING AND REPLACING CHAPTER 8-4 PERTAINING TO ANIMAL CONTROL

WHEREAS, Title VIII, Police, of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa ("City Code") contains Chapter 8-4 pertaining to the control and regulation of animals and animal ownership within the corporate limits of Storm Lake; and

WHEREAS, the City Council of the City of Storm Lake ("Council" or "City," respectively) seeks to repeal and replace Chapter 8-4 pertaining to animal control and regulation for the purposes of updating the provisions; and

WHEREAS, the City finds it proper and necessary to adopt revised ordinances to protect the health and welfare of citizens; and

WHEREAS, the Council hereby determines the revisions and changes to the various animal control sections of City Code Title VIII are in the public's best interests.

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

SECTION ONE. Title VIII of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, is hereby amended by repealing Chapter 8-4, Cats, in its entirety and replacing it with the following in lieu thereof:

Chapter 8-4

CATS

Sections:

- 8-4-1 Definitions
- 8-4-2 License
- 8-4-3 Immunization
- 8-4-4 Kennel Cats
- 8-4-5 Cats Disturbing the Peace
- 8-4-6 Impounding
- 8-4-7 Population Control Programs
- 8-4-8 Municipal Infraction

Section 8-4-1 Definitions

For use within this Chapter the following are defined:

- (A) "AT LARGE": Refers to any cat running otherwise than upon the premises of its owner when the cat is not attached to a leash held by a competent person, restrained within a motor vehicle, or in any animal hospital or kennel.
- (B) "CATS": Includes both male and female members of the felis catus domestica species, whether altered or not.
- (C) "OWNER": Any person, firm or corporation owning, harboring, sheltering or keeping a cat, including any person who feeds or otherwise cares for a cat.
- (D) "POPULATION CONTROL PROGRAM" shall mean a program allowed by the City Council exempting persons from liability under this Chapter for carrying on a comprehensive population management strategy.

Section 8-4-2 License

- (A) License Required. Every owner of a cat shall annually procure a cat license from the City. The license fee shall be in the amount set by Council Resolution and shall be paid no later than January 1 of each year. It shall be unlawful for an owner to have a cat within the city without procuring a license as required by this Ordinance.
- (B) Application for License and Issuance Requirements. License applications shall be on a form provided and proscribed by the City Manager. Applications shall be made within six months of possession of the cat. Applications shall include evidence of rabies vaccination. The rabies vaccination required shall be that which is approved by the state of Iowa in accordance with the approved state agency's standards and requirements, and the frequency of revaccination necessary for approved vaccinations shall be established by that state department. The vaccine shall be administered by a licensed veterinarian and shall be given as approved by the state of Iowa.
A copy of a certificate from a licensed veterinarian must accompany all applications claiming an animal has been spayed or neutered. The city clerk or designee shall issue cat licenses when the application requirements are met and license fee is paid.

- (C) Duration of License. A license granted pursuant to this provision shall be valid for a period of one year.
- (D) License Tag. Upon payment of the license fee, the City shall issue to the owner a license which shall contain the name of the owner, his/her place of residence, and a description of the cat. The City shall keep a duplicate of each license issued as a public record. Upon issuance of the license, the City shall deliver to the owner a metal tag stamped with the number of the license and the year for which it is issued. The license tag shall be securely fastened to a collar or harness which shall be worn by the cat for which the license is issued. Any cat found running at large without the license tag attached to its collar or harness shall be deemed unlicensed. Licenses and license tags are not transferable.
- (E) Exceptions. The requirements for licensing cats shall not apply in the following circumstances:
 1. The cat is in transit through the city only.
 2. The first thirty (30) calendar days of residency in the city by the owner, or the first thirty (30) calendar days the owner has owned the cat and the cat is at least six months old.

Section 8-4-3 Immunization

Every cat owner shall obtain proper immunization against rabies. Ownership or possession of a cat within the corporate limits of Storm Lake without proper immunization against rabies shall be unlawful. Proof of immunization issued by a licensed veterinarian in the form of a metal tag shall be worn by any cat owner's cat, and the cat owner shall additionally maintain documented proof of such immunization.

Section 8-4-4 Kennel Cats

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

Section 8-4-5 Cats Disturbing the Peace

- (A) It shall be unlawful for an owner of a cat to allow or permit such cat to pass upon the premises of another.
- (B) It shall be unlawful for an owner of a cat to allow or permit such cat to run at large. This provision shall not be construed to prohibit population control programs undertaken by a nonprofit in conformity with Section 8-4-7.
- (C) It shall be unlawful for an owner of a cat to allow or permit such cat to cause serious annoyance or disturbance to any person by frequent and habitual howling, whining, meowing, or otherwise.
- (D) It shall be unlawful for any person who owns, possesses or controls an animal to permit the animal's excrement to be left upon any public property, or any private property neither owned nor occupied by such person. Animal excrement shall be immediately removed and properly disposed of in a trash receptacle.

Section 8-4-6 Impounding

- (A) Any unlicensed cat found at large, or any licensed cat found at large in violation of the provisions of this Chapter, shall be seized and impounded at the owner's cost.
- (B) The owners of such licensed cats shall be notified in writing within two (2) days of impounding that upon payment of impounding costs such cats will be returned. If the impounded licensed cats are not recovered by their owners within five (5) days after notice, the cats shall be humanely disposed of by the Chief of Police.
- (C) Impounded unlicensed cats may be recovered by the owner, upon proper identification by payment of the license fee and impounding costs. If such cats are not claimed within five (5) days after impounding, they shall be humanely disposed of by the Chief of Police.

Section 8-4-7 Population Control Programs

A nonprofit engaged in the practice of implementing a comprehensive population control program may operate such program within the City for unlicensed feral, stray, or otherwise unclaimed cats at large without incurring liability as an owner. As part of the program hereunder, a cat may be returned to the area where it was captured unless the property owner or the caretaker of the property where the cat was captured requests that the cat not be returned, or the cat is sick or injured. The City shall have no liability for the activities of any such nonprofit, nor shall the nonprofit's program interfere with the City's continued enforcement of all ordinances applicable to cats and other animals, including all otherwise applicable at-large and nuisance violation provisions of this Chapter for cats that have been subject to a population control program.

Section 8-4-8 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 TWO. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

SECTION THREE. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION FOUR. Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

SECTION FIVE. When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Recodification of the Municipal Code of the City of Storm Lake, Iowa.

PASSED on its first consideration the 2nd day of September 2024.

PASSED on its second consideration the 16th day of September 2024. 2nd Reading Waived

PASSED AND APPROVED on its third consideration this 16th day of September 2024.

CITY OF STORM LAKE, IOWA

By: Mike Porsch, Mayor

ATTEST: Mayra A, Martinez, City Clerk

Ordinance New Subsection 8-1 -1(A)(18) Domestic Pigeons – After public comments regarding Pigeons, Mayor Porsch postpone Ordinance No. 04-O-2024-2025 Amending Title VIII Of The 1994 Recodification Of The Municipal Code Of The City Of Storm Lake, Iowa, By Adding A New Subsection 8- 1-1(A)(18) To Chapter 8 -1, Nuisances, To Regulate The Keeping Of Domestic Pigeons Within The Corporate Limits Of Storm Lake, Iowa 2nd Reading for further discussion. No action

City Council Requested Items / City Council Updates – Council member McKeon proposed a discussion of City Ordinance 9-12-8- load restriction on vehicles using certain streets in the city concurred by Council Member Martinez.

Adjourn Moved by Council Member Martinez to adjourn at 6:22 pm Seconded by Council Member Ramos. Vote: All ayes with Council Member Matt Ricklefs absent. Motion carried.



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

Library Board Meeting, City of Storm Lake, August 12, 2024, 4:00 p.m.

Present: Board President Mary Kay Hudspeth, Jim Eliason, Sarah Freking, and Rebecca Quesnell. Also present, Elizabeth Huff, Library Director and Julie Steinfeld, Witter Board President.

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

Disclosures by Board Members - None

Agenda Approval – Moved by Board Member Quesnell to approve the agenda. Seconded by Board Member Eliason. Vote all ayes. Motion carried.

Public Hearing – None

Witter Gallery Report – Witter President Steinfeld distributed their class schedule and reported successful programs and exhibitions. She requested a dedication at the opening of Harmony Gardens but was referred to Dana Larsen by Board President Hudspeth.

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

Director's Report – Newly hired library clerks were reported to the Board. There were no questions on the Calendar, Bar Charts and ledger. The Summer Reading Program had 18 Blackout winners and will be receiving the Friends' Barnes & Noble Gift Cards as prizes. RR Electric continued the LED conversion project with outdoor lighting. The outdoor lights have sensors, so if it is cloudy in the morning, the lights will stay on much longer. The Board Members saw the current work of Public Works on Harmony Gardens as they entered the building. In mid-September, there will be a BVU work/study, Social Work student who will provide referral service on community resources plus update both resource list and QR code bookmarks. The Director informed Aimee Kampbell, staff who purchase media there will be an upcoming shift away from DVD and towards Canopy or Hoopla Streaming Services.

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

Approval of Library Fees and Fines – Moved by Board Member Quesnell to approval Library Fines and Fees. Seconded by Board Member Freking. Vote ayes. Motion carried. Board Member Eliason abstained.

Work Session: New Five-year goals and forum – There was a discussion on Sustainability Goals. Work to be continued next month.

Trustee Continuing Education – Tabled until next month.

Library Board Member Requested Items – None.

Adjournment - Moved by Board Member Freking to adjourn the meeting at 4:39pm. Seconded by Board Member Eliason. Vote all ayes. Motion carried.

Elizabeth Huff, Library Director - Please note the above is an unapproved draft of minutes and will be approved by the Board of Trustees on September 9, 2024.

Storm Lake Airport Commission
Regular Meeting, Airport Terminal
Tuesday, August 12, 2024, 4:00 PM

Present: Commission Members Bob Ansorge, Gary Worthan, Cynthia Turner, and Jason Dierking.
Absent: Commissioner Nathaniel Kitzrow.

Staff Present: Tyler Gibbins.

Public Attendance: Daniel Condon (VT Industries' CFO), Jeremy Cottingham (VT Industries' Pilot), Garrett Jacobs (Bolten & Menk), Joe Roenfeldt (Bolton & Menk), John Bartholomew, and Jim Bartholomew.

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

Hear The Public:

Daniel Condon noted that VT is actively looking to acquire a new airplane with larger needs. They would like to explore with the airport commission details for the construction of a new hangar for the needs of the new plane. VT estimates 9 months to a year before closing on an aircraft.

Mr. Condon noted some desires of the VT about the hangar, roughly 100 x 100, perhaps larger, with a south facing door, or west facing. Their current desired location is east of the apron or east of the current maintenance shed, depending on the location of the new fuel farm. Mr. Cottingham also noted the planes they are looking into have no concerns about the runway's existing length but an extension to 5,400 feet would be ideal when weather conditions arise. Their goal is to remain at SLB.

Mr. Condon and Engineer Garrett Jacobs brought to the attention of the Commission some items for consideration when determining a location for the construction of a new hangar:

- Soil Samples
- Concrete Ratings
- New aircraft turnaround will be 65' in best case scenario, a mini parallel taxiway would be a safety benefit for the airport.
- Fire suppression may be needed in the new hangar is yet to be determined. If fire suppression is needed, the existing water volume will need to be considered.

Both parties, VT Industries representatives and airport commission members, are eager to begin negotiations on a development agreement.

New Business

Minutes - Moved by Commissioner Worthan to approve the July 8, 2024, minutes. Seconded by Commissioner Dierking. Vote: All ayes with Commissioner Kitzrow absent. Motion carried.

Financial Report - Moved by Commissioner Dierking to approve the July 2024 Financial rereport. Seconded by Commissioner Worthan. Vote: All ayes with Commissioner Kitzrow absent. Motion carried.

Fuel Report - Moved by Commissioner Dierking to approve the July 2024 Fuel Report. Seconded by Commissioner Worthan. Vote: All ayes with Commissioner Kitzrow absent. Motion carried.

Airport Manager's Monthly Report

Picked up hand soap at Ace Hardware. Seneca Petroleum installed a new probe in the jet fuel tank, but the veeder-root still does not report the jet fuel data. They are waiting on an electrician to replace some wiring. Ordered and received 15,004 gallons of jet fuel. Received 8,368 gallons of 100LL avgas. Placed Notam on the AWOS closing runway 17/35. We will be ordering a new step ladder because the current one needs to be replaced as it is a safety issue.

Iowa DOT Inspection (Mike Marr) results: The hay ground needs to be moved back to 50' so will need to mow more. Need to be 35' from the cones on the grass runway, need 200' at the end of each runway and a 100' circle around the AWOS system.

Waterfowl are collecting around the standing water at the end of 31 and taxiway. The last two years water has increased.

Courtesy Car Usage: 7 Miles: 93

Fuel Meter Reading: Jet A – 734,000 (probe #2 is out stick reads 73-1/2 inches 8,568 gallons)

AV Gas – 170,503.1

Abandoned Airplane

A 1976 Bellanca Super Viking 17-31 AATC Single Engine VREF Complex Single Index Airplane (N777ML) was left by its owner, Mr. William Andrew Eginton, after the City of Storm Lake and the Storm Lake Airport Commission filed for a Forcible Entry and Detainer (eviction) for non-payment of rent for Hangar F7 in 2017.

The first document is a 2017 Court Order following the Forcible Entry and Detainer action against Mr. Eginton. The Court Ordered that Mr. Eginton be removed from the premises and the Airport be put in possession of the hangar. Following the eviction, Mr. Eginton failed to retrieve his plane, and the Airport moved the airplane to the carousel hangar located on airport grounds. The airplane has remained there since.

The City and the Airport requested legal counsel to determine how the Airport might be able to dispose of the airplane and recover the costs for ongoing storage. Legal counsel determined that pursuant to Iowa Code section 556B.1(2), the City of Storm Lake, as property owner of the Storm Lake Municipal Airport, must notify the Buena Vista County Sheriff's office of the abandoned airplane and request that they provide notice to the owner of the abandoned airplane, by certified mail, return receipt requested.

A Sheriff's Notice was sent certified mail to Mr. William Andrew Eginton, and we have the Certified Mail Receipt showing Mr. Eginton received the Notice on December 30, 2023.

Iowa Code section 556B.1(2) indicates that if the property has not been reclaimed by the owner within six (6) months after notice has been provided, "it may be sold by the sheriff at public or private sale."

Mr. Eginton had until June 30, 2024, to retrieve the airplane and has failed to do so. As such, the Buena Vista County Sheriff's Office is prepared to sell the airplane.

As a procedural matter, the Commission should formally affirm the airplane is considered abandoned on Airport property and authorize the sale of the airplane by the Buena Vista County Sheriff's Office.

Iowa Code section 556B.1(2) further provides that the "net proceeds after deducting the cost of the sale shall be applied to the cost of removal and storage of the property, and the remainder, if any, shall be paid to the county treasurer."

To-date, the Storm Lake Municipal Airport has incurred \$7,641.00 on the removal and storage of the airplane.

Moved by Council Member Dierking to approve Seconded by Council Member Turner. Vote: 4 ayes with Council Member Nathaniel Kitzrow absent. Motion passed.

Runway End 35 PAPI Repairs and Maintenance

Weather permitting, the project could be completed as early as next Friday, 8/23/2024. At this time, no closure is going to be required for 13/31.

Moved by Commissioner Worthan to work with the contractor to make the necessary repairs due to concerns with potential changes of the airport's minimums if repairs are not completed and review the future ACIP for updates to the PAPIs. Seconded by Commissioner Turner. Vote: All ayes with Commissioner Kitzrow absent. Motion carried.

Adjourn - Moved by Commissioner Dierking to adjourn at 5:03pm. Seconded by Commissioner Worthan. Vote: All ayes with Commissioner Kitzrow absent. Motion carried.

Mayra A. Martinez, City Clerk



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
LJ CONVENIENCE, L.L.C.	BEER THIRTY STORM LAKE	(712) 213-2060		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
208 E Milwaukee		Storm Lake	Buena Vista	50588
MAILING ADDRESS	CITY	STATE	ZIP	
208 E Milwaukee	Storm Lake	Iowa	50588	

Contact Person

NAME	PHONE	EMAIL
Kaurav Randhawa	(347) 583-0000	beerthirtystormlake@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003793	Class E Retail Alcohol License	12 Month	Submitted to Local Authority
EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS	
Oct 7, 2024	Oct 6, 2025		
SUB-PERMITS			
Class E Retail Alcohol License			
PRIVILEGES			



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Kaurav Randhawa	Storm Lake	Iowa	50588	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

DENOCHÉ'S BAR DANCE CLUB,
L.L.C.

NAME OF BUSINESS(DBA)

Denoches Bar Dance Club

BUSINESS

(712) 730-8069

ADDRESS OF PREMISES

525 Erie St

PREMISES SUITE/APT NUMBER

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

525 Erie St

CITY

Storm Lake

STATE

Iowa

ZIP

50588

Contact Person

NAME

Evelia Saragoza

PHONE

(712) 730-8069

EMAIL

eveliag813@gmail.com

License Information

LICENSE NUMBER

LC0048903

LICENSE/PERMIT TYPE

Class C Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

Oct 19, 2024

EXPIRATION DATE

Oct 18, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

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

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Oct 19, 2024

POLICY EXPIRATION DATE

Oct 19, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

Staff Summary

10/07/2024

Agenda Item # D.2.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez City Clerk

SUBJECT: Buy Local Information

BACKGROUND: 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 both the City & 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

Buena Vista County

Calculated Expenses

\$ 109,095.63

Contract/Agreement	1,221,243.09
Local	173,586.52
Non-Local	523,738.45
Payroll/UB Refunds/Pyrl Tax & Ins	<u>303,212.49</u>
TOTAL EXPENSES:	\$2,330,876.18

RECOMMENDATION: Approve Buy Local Information

ATTACHMENTS:

[10/7/2024 Project Expense.pdf](#)

Summary

Project Summary

Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
OP1.122814	Richland Street, Phase 2 Improvem...	174,107.75	0.00	174,095.25	0.00	174,095.25	12.50
OP1.125106	BRIC	212,709.99	212,709.99	212,709.99	0.00	212,709.99	0.00
OP1.126252	Comprehansive Plan & Zoning Code U...	125,880.00	0.00	125,824.50	0.00	125,824.50	55.50
OP1.131538	Memorial Road Street & Utility Impro...	4,120,595.00	4,120,595.00	2,799,565.02	743,809.01	3,543,374.03	577,220.97
OT5.128791	Runway 17/35 Lighting Replacement	410,741.68	410,741.68	362,409.23	0.00	362,409.23	48,332.45
19-22797	Memorial Lift Station Improvements	2,533,320.00	0.00	2,554,600.96	0.00	2,554,600.96	-21,280.96
20-HSG-022	2021 Housing Sustainability Project	224,994.00	0.00	181,283.12	0.00	181,283.12	43,710.88
21-26215	Downtown Master Plan	113,000.00	0.00	103,650.00	0.00	103,650.00	9,350.00
22-26698	Storm Lake WTP- Well No. 21	1,795,006.50	1,795,006.50	769,967.51	33,879.09	803,846.60	991,159.90
22-26815	W 6th Street Utilities Extension	314,241.49	314,241.49	318,517.58	0.00	318,517.58	-4,276.09
22-27926	Storm Lake WTP- Well #22	2,543,115.00	2,543,115.00	86,318.62	0.00	86,318.62	2,456,796.38
23-092	King's Pointe Remodel/Refresh	446,537.52	446,537.52	426,545.09	0.00	426,545.09	19,992.43
23-29446	WWTP UV Disinfection Building	275,772.00	275,772.00	149,955.90	32,775.00	182,730.90	93,041.10
23-29447	College & 3rd St Lift Station Replacem...	185,000.00	185,000.00	125,145.00	0.00	125,145.00	59,855.00
24-31153	WWTP Blower Project (EECBG)	129,600.00	129,600.00	26,765.00	0.00	26,765.00	102,835.00
FEMA HMGP (HMA) 4483	FEMA HMGP (HMA) 4483	4,589,528.00	4,589,528.00	187,673.00	0.00	187,673.00	4,401,855.00
HTG322020	T-Mobile Hometown Grant Q-3-22	0.00	0.00	45,619.48	0.00	45,619.48	-45,619.48
IA0091	SL Elevated Water Storage- Tower #5	7,384,100.15	7,384,100.15	2,350,144.00	0.00	2,350,144.00	5,033,956.15
New	Lead Service Line Replacement Prelim...	15,500.00	0.00	0.00	0.00	0.00	15,500.00
New1	Storm Lake WTP- Well #23	74,000.00	74,000.00	0.00	0.00	0.00	74,000.00
OP1.125220	4th Street Watermain Improvement P...	553,406.16	0.00	581,342.16	0.00	581,342.16	-27,936.00
P11.118940	Oneida Street Reconstruction from RR...	2,526,433.98	0.00	2,513,334.28	0.00	2,513,334.28	13,099.70
P11.120411	Highway 7/110 Traffic Lane/Signalizat...	4,711,913.90	1,210.58	4,998,540.55	0.00	4,998,540.55	-286,626.65
SP21122	SL Library CDBG- COVID (CV) Grant	634,285.27	634,285.27	634,285.27	0.00	634,285.27	0.00
Report Total:		34,093,788.39	23,116,443.18	19,728,291.51	810,463.10	20,538,754.61	13,555,033.78

Group Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	410,741.68	410,741.68	362,409.23	0.00	362,409.23	48,332.45
ARPA Project	1,795,006.50	1,795,006.50	769,967.51	33,879.09	803,846.60	991,159.90
Building Resilient Infrastructure and C...	212,709.99	212,709.99	212,709.99	0.00	212,709.99	0.00
Economic Development	778,115.49	314,241.49	774,894.68	0.00	774,894.68	3,220.81
King's Pointe Resort Projects	446,537.52	446,537.52	426,545.09	0.00	426,545.09	19,992.43
Library Project	634,285.27	634,285.27	634,285.27	0.00	634,285.27	0.00
Sanitary Sewer Projects	7,713,220.00	5,179,900.00	3,044,139.86	32,775.00	3,076,914.86	4,636,305.14
Street Construction	11,533,050.63	4,121,805.58	10,485,535.10	743,809.01	11,229,344.11	303,706.52
Water Project	10,570,121.31	10,001,215.15	3,017,804.78	0.00	3,017,804.78	7,552,316.53
Report Total:	34,093,788.39	23,116,443.18	19,728,291.51	810,463.10	20,538,754.61	13,555,033.78

Staff Summary

10/07/2024

Agenda Item # D.3.



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

REPORT TO: Honorable Mayor & Council

FROM: Chris Cole Police Chief

SUBJECT: SLPD City Code Enforcement Summary

BACKGROUND: This information will be added to the October 21, 2024 City Council meeting.

FISCAL IMPACT:

RECOMMENDATION: None

ATTACHMENTS:

Staff Summary

10/07/2024

Agenda Item # F.1.



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

REPORT TO: Honorable Mayor & Council

FROM: Chris Cole Police Chief

SUBJECT: **Motion to Approve BVU Alliance Fun Run Request**

BACKGROUND: The following request has been made by BVU for a fun run at Frank Starr Park.

Event: Halloween Fun-Run by BVU Alliance.

The run will be on October 30th from 6:30 - 8:30 p.m. at Frank Starr Park.

The event will be a fundraising opportunity for BVU Alliance, so the club can continue to host events on campus and in the community. This event will feature a costume contest and prizes for the best costumes, and is open to the community.

Registration will not be required and there will not be a fee, but there will be an option for free-will donation. The route will have two options, either one or two loops around the park. One loop is about a mile and a half, and two loops would be close to 5 kilometers.

Organizers have also requested a noise variance for outdoor amplified music.

Attached is a route map.

FISCAL IMPACT: None

RECOMMENDATION: Approve request upon receipt of appropriate liability insurance.

ATTACHMENTS:
Letter of Request

85th Ave

Little Stom Lake

110

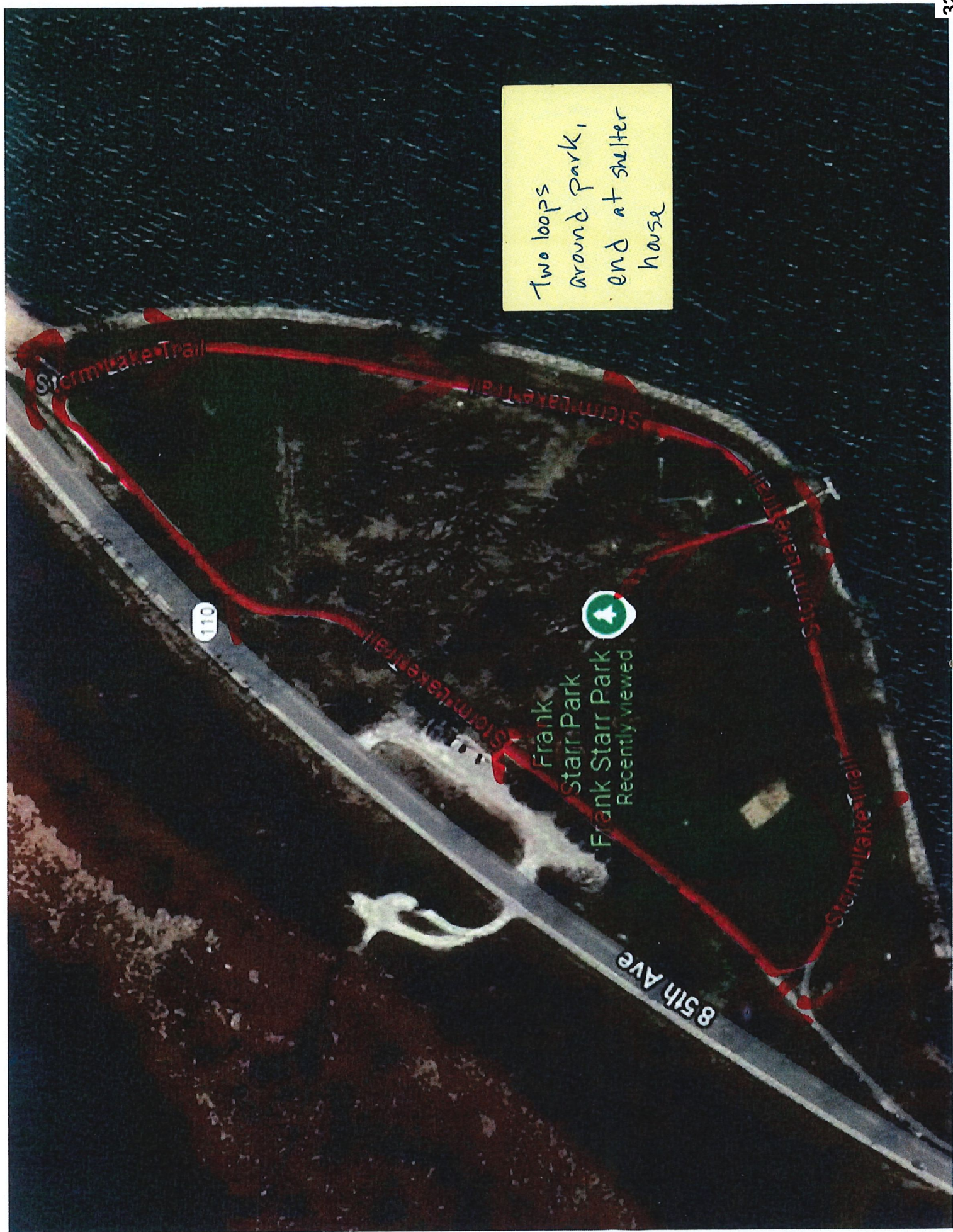
Two loops
around park,
end at shelter house

Frank Starr Park
Recently viewed

85th Ave

110





Two loops
around park,
end at shelter
house

Staff Summary

10/07/2024

Agenda Item # F.2.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Motion to Approve Easement Request**

BACKGROUND: The City received an easement request from Lance and Drew Bellinghausen at 425 W. 7th Street to put up a fence 15 feet to the west of the building

The property is currently zoned Community Commercial, however a portion of the building was constructed into a home which the current Zoning Code does allow.

FISCAL IMPACT: The City of Storm Lake would incur costs for survey, drafting legal documents, appraisal, and legal publications.

RECOMMENDATION: City Council may consider the request and direct staff as necessary.

ATTACHMENTS:

[425 W. 7th Map.pdf](#)

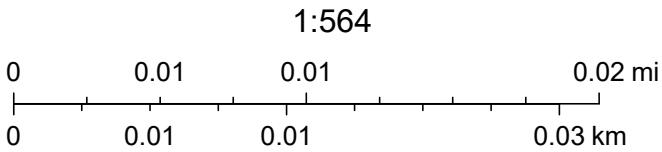
[425 W. 7 Easement Request- Bellinghausen.docx](#)

ArcGIS Web Map



9/30/2024, 2:33:59 PM

-  Parcels
-  City Limits



Maxar, Microsoft, Esri Community Maps Contributors, Iowa DNR, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

We would like to use this easement to put up a fence 15 feet to the west of the building to provide us with a sense of safety, security, and privacy. With doing so, we would construct whatever the city sees fit on the remaining 15-17 feet on the street side of the fence. I personally think a sidewalk addition to our corner would be beneficial to all the kids that walk by.

Chris mentioned that this is an unusual request and I completely respect that, but it's also awkward for us to have a teenager peep through our window while we're watching Jeopardy :) I see other benefits too:

- 1.) This corner has been black dirt and sprayed weeds for as long as I can remember. By doing this project I believe we can increase curb appeal for surrounding businesses, homes, and people traveling through Storm Lake that can see the corner from highway 7.
- 2.) With construction of a sidewalk on the exterior of the fence, it will help manage the walking traffic in the neighborhood, keeping people from walking on the street.

Thank you both for your time and consideration, I sincerely hope we can come to a resolution. I attached some artwork, and would be willing to meet on-site anytime to discuss.

Cheers,

Lance and Drew Bellinghausen

Lance and Drew Bellinghausen



Staff Summary

10/07/2024

Agenda Item # F.3.



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

REPORT TO: Honorable Mayor & Council

FROM: Tyler Gibbins Staff Accountant

SUBJECT:
**Public Hearing On The Authorization Of A Loan And
Disbursement Agreement And The Issuance Of Notes To Evidence
The Obligation Of The City Thereunder**

BACKGROUND: This agenda item would hold the public hearing an meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed \$3,000,000 Water Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, in order to provide funds to pay costs of the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility, including those costs associated with the construction of a water well, and that notice of the proposed action by the City Council to institute proceedings for the authorization of the Loan and Disbursement Agreement and the issuance of the Notes had been published pursuant to the provisions of Sections 384.24A and 384.83 of the City Code of Iowa, as amended.

FISCAL IMPACT: None at this time.

RECOMMENDATION: Open Public Hearing
Receive any comments or objections
Close Public Hearing

ATTACHMENTS:
[Storm Lake- Hearing Proceedings 2024 Water Revenue SRF.pdf](#)

October 7, 2024

The City Council of the City of Storm Lake, State of Iowa, met in _____
session, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at _____
o'clock _____.M., on the above date. There were present Mayor _____, in the chair,
and the following named Council Members:

Absent: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed \$3,000,000 Water Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, in order to provide funds to pay costs of the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility, including those costs associated with the construction of a water well, and that notice of the proposed action by the City Council to institute proceedings for the authorization of the Loan and Disbursement Agreement and the issuance of the Notes had been published pursuant to the provisions of Sections 384.24A and 384.83 of the City Code of Iowa, as amended.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposal. The City Clerk advised the Mayor and the City Council that _____ written objections had been filed. The Mayor then called for oral objections to the proposal and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections
received or made, if any)

Staff Summary

10/07/2024

Agenda Item # F.4.



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

REPORT TO: Honorable Mayor & Council

FROM: Tyler Gibbins Staff Accountant

SUBJECT: **Resolution No. 29-R-2024-2025 Instituting Proceedings To Take Additional Action For the Authorization of a Loan and Disbursement Agreement and the Issuance of Not to Exceed \$3,000,000 Water Revenue Capital Loan Notes**

BACKGROUND: Pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed \$3,000,000 Water Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, for the purpose of paying costs of the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility, including those costs associated with the construction of a water well, and has considered the extent of objections received from residents or property owners as to said proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

FISCAL IMPACT: This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that water fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above loan agreement. The amounts so advanced shall be reimbursed from the proceeds of the Loan Agreement not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the loan amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

RECOMMENDATION: Approve Resolution No. ??-R-2024-2025 Instituting Proceedings To Take Additional Action For the Authorization of a Loan and Disbursement Agreement and the Issuance of Not to Exceed \$3,000,000 Water Revenue Capital Loan Notes

ATTACHMENTS:

[Resolution No. 29-R-2024-2025 - Hearing Proceedings 2024 Water SRF.docx](#)

RESOLUTION NO. 29-R-2024-2025

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL
ACTION FOR THE AUTHORIZATION OF A LOAN AND
DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO
EXCEED \$3,000,000 WATER REVENUE CAPITAL LOAN NOTES**

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed \$3,000,000 Water Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, for the purpose of paying costs of the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility, including those costs associated with the construction of a water well, and has considered the extent of objections received from residents or property owners as to said proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this Council does hereby institute proceedings and takes additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed \$3,000,000 Water Revenue Capital Loan Notes for the foregoing purpose.

Section 2. That this Council does hereby consent to the terms and conditions of the DWSRF Loan Program, which terms and conditions and the disclosures provided with respect thereto are hereby acknowledged, accepted and approved.

Section 3. That the Clerk, with the assistance of the City Attorney and bond counsel, is hereby authorized and directed to proceed with the preparation of such documents and proceedings as shall be necessary to authorize the City's participation in the DWSRF Loan Program, to select a suitable date for final Council authorization of the required Loan and Disbursement Agreement and issuance of the Note to evidence the City's obligations thereunder, and to take such other actions as the Clerk shall deem necessary to permit the completion of a loan on a basis favorable to the City and acceptable to this Council.

Section 4. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that water fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above loan agreement. The amounts so advanced shall be reimbursed from the proceeds of the Loan Agreement not later than

eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the loan amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 7th day of October, 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

CERTIFICATE

STATE OF IOWA	)	
	)	SS
COUNTY OF BUENA VISTA	)	

I, the undersigned City Clerk of the City of Storm Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the City Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2024.

City Clerk, City of Storm Lake, State of Iowa

(SEAL)

Staff Summary

10/07/2024

Agenda Item # F.5.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Resolution No. 30-R-2024-2025 Adopting a Conflict-Of-Interest Policy for Projects Funded in Whole or in Part with U.S. Department of Energy Funding**

BACKGROUND: The Department of Energy has a different process, policy, and requirement for conflict of interest on their projects from the regular HUD CDBG programs. As such, the City will need to adopt a separate Conflict of Interest Policy for the Energy Block Grant project (Wastewater Blower Upgrade).

There are two steps to the approval of this policy.

Step 1

The City Council needs to adopt the policy by resolution. The policy is based on the sample provided by IEDA based on the 19-page policy from the Department of Energy. The policy references and links to the DOE policy.

The policy includes a few areas where specific local information is required. That information is in bold red font to the resolution.

Step 2

The second part of the policy is for those key individuals working on the project to sign off on a Financial Conflict of Interest Disclosure Form.

IEDA agrees that Keri Navratil, as the city manager who has ultimate control over the City's projects by the authority of the mayor and council, is the only signature needed by the City. The form is attached.

FISCAL IMPACT: N/A

RECOMMENDATION: Move to Approve Resolution No. 30-R-2024-2025 Adopting a Conflict-Of-Interest Policy for Projects Funded in Whole or in Part with U.S. Department of Energy Funding

ATTACHMENTS:

[Conflict of Interest Disclosure Form - Federal Energy Program - Navratil - UNSIGNED.pdf](#)

[Resolution No. 30-R-2024-2025 Conflict of Interest Policy.docx](#)

STORM LAKE, IOWA, FEDERAL DEPARTMENT OF ENERGY PROGRAMS
FINANCIAL CONFLICT OF INTEREST DISCLOSURE FORM

Purpose of COI Disclosure (check one)

Staff assuming new duties on DOE-funded program(s) _____

New financial interest to report (ASAP or within 30 days) _____

Annual disclosure form _____

DOE program name(s), financial assistance award number(s), covered by Disclosure Statement:
 Select All that Apply

Award numbers	Associated Program Name	Check if covered by disclosure
DE-GD0000016	Grid Resilience State/Tribal Formula Grant Program or Iowa Grid Resilience Fund	
DE-EE0010031	State Energy Program	
DE-EE0010072	State Energy Program Bipartisan Infrastructure Law (SEPBIL)	
DE-SE0000197	Energy Efficiency Community Block Grant Bipartisan Infrastructure Law (EECBGBIL) or Iowa Energy Efficiency and Conservation Block Grant Program	
DE-EE0010339	State Energy Program Energy Efficiency Revolving Loan Fund (SEP EE RLF) or Energy Efficiency Revolving Loan Program	
DE-SE0000769	Training for Residential Energy Contractors Program or Iowa Training for Residential Energy Contractors (ITREC)	
DE-SE0000036	High Efficiency Rebates	
DE-SE0000092	Home Electrification and Appliance Rebates	
DE-EE0009559	Clean Cities	
OTHER		

Yes, I have a financial interest.

No, I do not have a financial interest.

If answered Yes, provide a description including the DOE award number(s), entity/entities with which the investigator has a financial interest, nature and extent of financial interest, how it may relate to a DOE award, the approximate dollar value of interest or explanation why the value cannot be readily determined:

Yes, my spouse and/or dependent children has a financial interest.

No, my spouse and/or dependent children do not have a financial interest or not applicable.

If answered Yes, provide a description including the DOE award number(s), entity/entities with which the investigator has a financial interest, nature and extent of financial interest, how it may relate to a DOE award, the approximate dollar value of interest or explanation why the value cannot be readily determined.

I understand that this Disclosure is required to obtain funding from the U.S. Government. I (Full Name and Title), certify to the best of my knowledge and belief that the information contained in this Disclosure Statement is true, complete, and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to U.S. Government's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name: _____

Title: _____

Signature: _____

Date: _____

RESOLUTION NO. 30-R-2024-2025

RESOLUTION ADOPTING A CONFLICT-OF-INTEREST POLICY FOR PROJECTS FUNDED IN WHOLE OR IN PART WITH U.S. DEPARTMENT OF ENERGY FUNDING

WHEREAS, the City of Storm Lake (hereinafter CITY) has been awarded a grant through the Iowa Economic Development Authority (hereinafter IEDA) which includes funds provided to support the project from the U.S. Department of Energy (hereinafter DOE); and,

WHEREAS, the DOE requires that the grant recipient, IEDA, and their subrecipients, CITY, are required to adopt and implement a Conflict-of-Interest Policy (hereinafter POLICY) that means DOE requirements; and,

WHEREAS, the CITY has reviewed the following language and has determined this to be an acceptable POLICY for the CITY.

NOW THEREFORE THE CITY OF STORM LAKE HEREBY ADOPTS THE FOLLOWING LANGUAGE AS THEIR OFFICIAL CONFLICT-OF-INTEREST POLICY FOR ANY DEPARTMENT OF ENERGY FUNDED PROJECTS.

SECTION 1. The CITY hereby approves the following POLICY as written here:

An up to date, written, and enforced conflict-of-interest policy is required of non-federal entities receiving DOE financial assistance awards. These entities are strongly encouraged to review the U.S. Department of Energy (DOE) interim conflict of interest (COI) policy to implement 2 CFR 200.112, that addresses both financial and organizational conflicts of interest, which is incorporated in and made enforceable through the Special Terms and Conditions for DOE financial assistance awards. The full policy is available for review [Department of Energy Interim Conflict of Interest Policy](#).

The interim COI policy establishes standards that provide a reasonable expectation that the design, conduct, and reporting of projects wholly or in part funded under DOE financial assistance awards (e.g., a grant, cooperative agreement, or technology investment agreement) will be free from bias resulting from financial conflicts of interest or organizational conflicts of interest.

Non-federal entities (recipients and subrecipients) of DOE funding and must have an up to date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE. At a minimum, the non-Federal entity's policy must address financial and organizational conflicts of interest.

If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must maintain written standards of conduct covering organizational conflicts of interest. The existence of written policies or procedures requiring that certain procurements or transactions be made with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe is an effective manner of mitigating an organizational conflict of interest.

For the convenience of subrecipients and their service providers (non-federal entities) and assisting with compliance with the interim COI policy, the Iowa Economic Development Authority (IEDA), provides the following sample template of a policy. Non-federal entities are encouraged to consult with their legal counsel regarding their policy. The non-federal entity may develop their own policy document if it clearly addresses the DOE requirements. Non-federal entities and individuals receiving DOE financial assistance awards will have one hundred and eighty (180) days from the effective date of the subaward to come into full compliance with this interim COI policy. At a minimum, the non-Federal entity's policy must address financial and organizational conflicts-of-interest.

DOE DEFINITIONS

Financial conflict of interest (FCOI) means a situation in which an Investigator or the Investigator's spouse or dependent children has a significant financial interest or financial relationship that could directly and significantly affect the design, conduct, reporting or funding of a project.

Financial interest means anything of monetary value, whether or not the value is readily ascertainable.

Organizational conflict of interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

Investigator means the principal Investigator (PI) and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. DOE program offices have the discretion to expand the definition to include also any person who participates in the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. Such expansion will be specified in the applicable funding opportunity announcement and/or terms and conditions of the financial assistance award.

Non-Federal entity's designated official means the individual designated by the non-Federal entity with the authority and responsibility to act on behalf of the non-Federal entity to ensure compliance with the DOE Interim COI Policy.

NON-FEDERAL ENTITY POLICY CONTENT

Below is a list of DOE requirements identified in the interim policy. This is not intended to be an exhaustive list of requirements and policy content fields.

- **DOE Requirement:** Designate a non-Federal entity official(s) to solicit and review disclosures of significant financial interests from each Investigator who is planning to participate in, or is participating in, the project funded under a DOE award, including disclosures of subrecipient investigators pursuant to paragraph (c) of this section.
 - The designated official will solicit and review disclosures of significant financial interests from each Investigator who is planning to participate in, or is participating in, the project funded under a DOE award, including disclosures of subrecipient investigators pursuant to paragraph (c) of this section.

Non-federal entity's designated official name and title: **KERI NAVRATIL, CITY MANAGER**

- **DOE Requirement:** Provide guidelines consistent with this Policy for the designated non-Federal entity's designated official(s) to determine whether an Investigator's significant financial interest is related to a project funded under a DOE award and, if so related, whether the significant financial interest is a financial conflict of interest. An Investigator's significant financial interest is related to a project funded under a DOE award when the non-Federal entity, through its designated official(s), reasonably determines that the significant financial interest could be affected by the project, could affect the project, is in an entity whose financial interest could affect the project, or is in an entity whose financial interest could be affected by the project. The non-Federal entity may involve the Investigator in the designated official(s)'s determination of whether a significant financial interest is related to the project funded under the DOE award. A financial conflict of interest exists when the non-Federal entity, through its designated official(s), reasonably determines that the significant financial interest could directly and significantly affect the purpose, design, conduct, or reporting of the project funded under a DOE award.

Non-federal entity time period for submitting an updated disclosure of significant financial interest:
WITHIN 60 DAYS OF A NEW HIRE

- **DOE Requirement:** Maintain records relating to all Investigator disclosures of financial interests and the non-Federal entity's review of and response to such disclosures (whether or not a disclosure resulted in the non-Federal entity's determination of a financial conflict of interest) and all actions under the non-Federal entity's policy or

retrospective review, if applicable, for the time period specified in 2 CFR 200.334 or, where applicable, from other dates specified in the individual award terms and conditions.

Non-federal entity's plan for maintaining these records: COPIES OF THE RECORDS SHALL BE MAINTAINED IN THE CITY'S PROJECT FILE FOR A PERIOD OF TEN YEARS FOLLOWING CLOSEOUT OF THE GRANT.

- **DOE Requirement:** Establish adequate enforcement mechanisms and provide for employee sanctions or other administrative actions to ensure Investigator compliance as appropriate.
 - To manage conflict of interest means taking action to address a financial conflict-of-interest, which can include mitigating or eliminating the conflict of interest, to ensure, to the extent possible, that the purpose, design, conduct, and reporting of a project will be free from bias. If a financial conflict of interest exists, the non-federal entity shall develop and implement a management plan that shall specify the actions that have been, and shall be, taken to manage such financial conflict of interest. A nonexclusive list of conditions or restrictions, one or more of which might be imposed to manage a financial conflict of interest, includes:
 - Public disclosure of the financial conflict of interest (e.g., when presenting or publishing the project);
 - For projects involving human subjects, disclosure of financial conflicts of interest directly to participants;
 - Appointment of an independent monitor or oversight committee capable of taking measures to protect the purpose, design, conduct, and reporting of the project against bias resulting from the financial conflict of interest;
 - Modification of the project plan;
 - Change of personnel or personnel responsibilities, or disqualification of personnel from participation in all or a portion of the project;
 - Reduction or elimination of the financial interest (e.g., sale of an equity interest); or
 - Severance of relationship(s) that create financial conflicts of interest.
 - If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the anticipated procurement or other transaction using DOE funds may not be made. Where there is an organizational conflict of interest that cannot be avoided, neutralized, or mitigated, the non-Federal entity must procure goods and services from other sources when using DOE funds.

Non-federal entity's plan for enforcement mechanisms and actions: PROCUREMENT OF GOODS, SERVICES, AND CONSTRUCTION SHALL BE REQUIRED FOR ALL PROJECT AREAS.

- **ADDITIONAL INFORMATION** This policy is not intended to be all-encompassing of requirements under the interim COI policy. Additional information to comply with this policy or about the non-federal entity's approach to managing conflicts of interest can be described here: **NONE**

SECTION 2. The City Council hereby approves this POLICY and authorizes the Mayor and Clerk to sign the resolution.

PASSED AND APPROVED BY THE STORM LAKE CITY COUNCIL THIS 7TH DAY OF OCTOBER, 2024.

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Staff Summary

10/07/2024

Agenda Item # F.6.



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

REPORT TO: Honorable Mayor & Council

FROM: Matt Beckman Public Works Director

SUBJECT: **Resolution No. 31-R-2024-2025 Approving an Agreement with ISG for Water Treatment Plant Preliminary Engineering Report Amendment and Technical Memorandum.**

BACKGROUND: ISG previously prepared a Preliminary Engineering Report (PER) outlining existing conditions and options for meeting the projected 20-year water treatment needs for the City of Storm Lake. Since the Iowa DNR approval of the original PER in 2021, there have been increases in system demand, including significant changes to commercial and industrial uses. Additionally, operations staff has made updates to the treatment plant which has allowed for more accurate documentation of raw water and finished water production. These increases need to be reflected in the current demands and 20-year projected demands to ensure the new Water Treatment Plant is adequately sized for the City of Storm Lake.

Additionally, in preparation of the design of a new water treatment plant and in conjunction with the PER Amendment, ISG and City staff have agreed to perform a joint technical review of various technologies, methods and equipment to be utilized as the basis of design for the new lime softening facility. This exercise will include site visits to lime softening facilities of similar size to evaluate potential technologies and equipment. ISG will prepare a technical memorandum describing the technologies evaluated, and recommendations for the basis of design of the new treatment plant. Expending this effort now will reduce costs going forward by giving the team the confidence to move forward efficiently with the technology selection.

This item approves the agreement with ISG for the Water Treatment Plant PER Amendment and the Technical Memorandum to establish the basis of design for the new treatment facilities.

FISCAL IMPACT: The agreement has an estimated value of \$83,000.00

RECOMMENDATION: Move to Adopt Resolution No. 31-R-2024-2025 Approving an Agreement with ISG for the Water Treatment Plant Preliminary Engineering Report Amendment and Technical Memorandum.

ATTACHMENTS:

[Resolution No. 31-R-2024-2025 - Approving Amendment to Engineering Services Agreement - ISG.docx](#)
[ISG Agreement for WTP PER Amnt \(10-07-2024\).pdf](#)

RESOLUTION NO. 31-R-2024-2025

**RESOLUTION APPROVING AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL
SERVICES – ENGINEERING, WITH ISG, INC. ON THE 2021
WATER TREATMENT PLANT IMPROVEMENTS**

WHEREAS, the City of Storm Lake, Iowa (CITY) and I&S Group, Inc., entered into an agreement for engineering services in 2021 (AGREEMENT), for professional services – Engineering with ISG, Inc; and,

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

SECTION 1. The City Council hereby approves Amendment to the Engineering Services agreement with ISG, Inc.

SECTION 2. The City Council hereby directs the Mayor to sign and thereby execute the Amendment on behalf of the City of Storm Lake, Iowa.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA ON THIS 7TH DAY OF OCTOBER 2024.

SIGNED

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of October 7, 2024 (“Effective Date”) between the City of Storm Lake (“Owner”) and I&S Group, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: **Storm Lake – Water Treatment Plant Improvements Preliminary Engineering Report Amendment & Technical Memorandum** (“Project”).

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

A. Prepare an Amendment to the 2021 Water Treatment Plant Improvements Preliminary Engineering Report (PER)

ISG previously prepared a PER outlining existing conditions and options for meeting the projected 20-year water treatment needs for the City of Storm Lake. An amendment to the original PER was completed by ISG in May of 2022 that largely addressed changes to:

- Population Projections (Based on updated Census information)
- Peaking Factor
- Soil and Groundwater Condition Assessment
- Annual Operating Costs
- Financial Statement

Since the Iowa DNR approval of the original PER and subsequent Amendment No. 1 to the PER, there have been increases in system demand, including significant changes to commercial and industrial uses. Additionally, operations staff has made updates to the treatment plant which has allowed for more accurate documentation of raw water and finished water production. These increases need to be reflected in the current demands and 20-year projected demands to ensure the new Water Treatment Plant is adequately sized for the City of Storm Lake.

- ISG will update the current system demand and customer usage along with plant production data to be documented as Amendment No. 2 to the 2021 Water Treatment Plant Improvements PER
- ISG will submit the PER amendment to Iowa DNR for review and approval

B. Technical Memorandum Including Technology Review and Selection

In preparation of the design of a new water treatment plant and in conjunction with the PER Amendment, ISG and City staff have agreed to perform a joint technical review of various technologies, methods and equipment to be utilized as the basis of design for the new lime softening facility. The technical review will include:

- ISG will perform a desktop evaluation of potential technologies and equipment suitable for various stages of the lime softening treatment process including but not limited to ammonia

treatment, lime mixing, contact basins, recarbonation, filtration, chemical feed, disinfection and waste sludge handling and processing.

- ISG and City staff will conduct site visits to four (4) lime softening water treatment facilities which are currently in operation and of similar size and capacity to Storm Lake to evaluate technology performance, O&M considerations, manufacturer support, ease of operation, and capital cost. If more than four (4) site tours are requested, those services shall fall under section 2.03 Additional Services.
- ISG will prepare a final deliverable which will include a Technical Memorandum providing a description of the technologies evaluated, a scoring matrix with criteria evaluated, and a recommendation for the basis of design for the new Storm Lake Water Treatment Plant.
- The Technical Memorandum and basis of design will be submitted to the City and will provide the framework for proceeding into the future Schematic Design phase of the Water Treatment Plant Improvements project.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

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

2.01 *Payment Procedures*

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

2.02 *Basis of Payment—Lump Sum and Hourly Rates*

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

1. A Lump Sum amount of **\$83,000.00**.

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

Preliminary Engineering Report Amendment No. 2 **\$28,000.00**

Technical Memorandum **\$55,000.00**

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

3.01 *Termination*

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

1. For cause,

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

b. By Engineer:

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

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

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this

Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

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

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions,

Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Engineer shall procure and maintain Professional Liability Insurance in the Annual Aggregate amount of \$2,000,000 excluding fees, cost and expenses of investigation, claims adjustment, defense, and appeal. Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from the negligence, and professional errors or omissions, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or consultants in the performance of this Agreement (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's Professional Liability insurers in settlement or satisfaction of Owner's Claims under the terms and condition of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). Certificates of insurance will be provided to Owner upon request.

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

6.01 *Total Agreement*

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

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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

Owner: City of Storm Lake

Engineer: I&S Group, Inc.

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

By: _____
Print name: Tom Grafft
Title: Water/Wastewater Group Leader
Date Signed: September 30, 2024

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

State of: Iowa

Address for Owner's receipt of notices:

City of Storm Lake

620 Erie Street

Storm Lake, IA 50588

Address for Engineer's receipt of notices:

I&S Group, Inc.

1725 N. Lake Ave

Storm Lake, IA 50588

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **October 7, 2024**.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

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

B. Schedule of Hourly Rates:

See attached.

2024 Standard Hourly Rates

Rates are effective as of January 1, 2024 and are subject to change on an annual basis.

ISG

Job Type	Hourly Rate
Administrative <i>I-IV</i>	\$75–145
Applied Technology Specialist <i>I-Senior</i>	\$105–160
Architect <i>I-Senior</i>	\$125–225
Architectural Designer <i>I-Senior</i>	\$115–175
Business Developer <i>I-Senior</i>	\$145–220
Business Writer <i>I-Senior</i>	\$110–130
Civil Engineer <i>I-Senior</i>	\$140–230
Civil Designer <i>I-Senior</i>	\$110–175
Construction Administrator <i>I-Senior</i>	\$115–175
Development Services Coordinator <i>I-Senior</i>	\$125–190
Drone Specialist <i>I-Senior</i>	\$110–160
Electrical Controls Designer	\$200
Electrical Engineer <i>I-Senior</i>	\$150–235
Electrical Designer <i>I-Senior</i>	\$120–185
Environmental Scientist/Engineer <i>I-Senior</i>	\$120–205
General Counsel	\$350
GIS Specialist <i>I-Senior</i>	\$125–195
Graphic Designer <i>I-Senior</i>	\$105–125
IT Specialist <i>I-Senior</i>	\$125–190
Interior Designer <i>I-Senior</i>	\$125–190

Job Type	Hourly Rate
Land Surveyor <i>I-Senior</i>	\$115–200
Land Survey Specialist <i>I-Senior</i>	\$100–145
Landscape Architect <i>I-Senior</i>	\$130–205
Landscape Designer <i>I-Senior</i>	\$110–160
Marketing Consultant/Specialist <i>I-Senior</i>	\$120–190
Mechanical Engineer <i>I-Senior</i>	\$150–235
Mechanical Designer <i>I-Senior</i>	\$120–185
Planner <i>I-Senior</i>	\$125–200
Senior Process Engineer	\$220
Project Coordinator <i>I-IV</i>	\$125–175
Project Manager <i>I-Senior</i>	\$135–225
Refrigeration Engineer <i>I-Senior</i>	\$170–275
Refrigeration Designer <i>I-Senior</i>	\$130–200
Senior Finance Consultant	\$190
Senior Project Executive	\$280
Structural Engineer <i>I-Senior</i>	\$145–230
Structural Designer <i>I-Senior</i>	\$115–175
Technical Writer <i>I-Senior</i>	\$145–160
Technology Engineer <i>I-Senior</i>	\$130–210
Technology Designer <i>I-Senior</i>	\$110–200
Telecommunications Engineer <i>I-Senior</i>	\$150–230

Job Type	Hourly Rate
Telecommunications Designer <i>I-Senior</i>	\$90–145
Visualization Specialist <i>I-Senior</i>	\$160–210
Videographer	\$145
Water/Wastewater Engineer <i>I-Senior</i>	\$145–230
Water/Wastewater Designer <i>I-Senior</i>	\$115–170
Water/Wastewater Project Manager <i>I-Senior</i>	\$135–225
Water/Wastewater Operator <i>I-IV</i>	\$110–125

Equipment	Hourly Rate
Survey Grade GPS/Robotics	\$62
Mapping Grade GPS	\$22
3D Laser Scanner	\$75
Manhole Scanner	\$75
Mobile Scanner**	Varies
R/C Boat + Sounding Equipment	\$58
Surveillance Drone	\$56
Photogrammetry Drone	\$138
Thermal Imaging Drone	\$193
LiDAR Drone**	Varies
All-Terrain Vehicle	\$30
Traffic Counter	\$15
Pipe Crawler** (per linear foot)	Varies

Mileage reimbursement is at the IRS standard rate.

Outside services are billed at cost plus 10%.

**Project-specific rates—call for pricing

Staff Summary

10/07/2024

Agenda Item # F.7.



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

REPORT TO: Honorable Mayor & Council

FROM: Matt Beckman Public Works Director

SUBJECT: **Motion to Reject Bids for College and 3rd Street Lift Station Project**

BACKGROUND: Bids were received for the Storm Lake College & 3rd Lift Station project on Thursday, September 26, 2024. Five bids were received for the project. The bid tabulation is attached. A summary of bids is provided below:

Contractor	Amount Bid
Cleveringa Excavating Alton, IA	\$1,120,100.00
On Track Construction, LLC Nevada, IA	\$1,680,000.00
King Contracting, LLC Wall Lake, IA	\$1,869,000.00
R & R Excavating, Inc. Hutchinson, MN	\$2,253,743.29
H & W Contracting Sioux Falls, SD	\$2,422,989.00

Engineers Estimate	\$1,022,896.80
--------------------	----------------

The low bid exceeds the Engineer's Estimate by nearly \$100,000. With the number of other projects being completed at this time, there is not additional funding to cover the additional cost.

Therefore, it is recommended that all bids be rejected at this time.

FISCAL IMPACT: N/A

RECOMMENDATION: Move to reject all bids for the the College and 3rd Lift Station Project

ATTACHMENTS:

[29447 ISG Award Recommendation - 2024-10-01.pdf](#)



RE: SUMMARY OF BIDS RECEIVED – COLLEGE & 3RD LIFT STATION

Honorable Mayor and Council,

Bids were received for the Storm Lake College & 3rd Lift Station project on Thursday, September 26, 2024. Five bids were received for the project.

The bid tabulation is attached. A summary of bids is provided below:

Contractor		Amount Bid
Cleveringa Excavating	Alton, IA	\$1,120,100.00
On Track Construction, LLC	Nevada, IA	\$1,680,000.00
King Contracting, LLC	Wall Lake, IA	\$1,869,000.00
R & R Excavating, Inc.	Hutchinson, MN	\$2,253,743.29
H & W Contracting	Sioux Falls, SD	\$2,422,989.00
Engineers Estimate		\$1,022,896.80

The timely bidding schedule and contractor availability provided a good number of contractor bids for the project. Bids received were all above the Engineer’s Estimate. The low bid of \$1,120,100.00 is approximately 10% above the Engineer’s Estimate of \$1,022,896.80. We understand that the low bid is higher than the budgeted funding for the project. If the project is not awarded, we do not believe rebidding the project as designed will provide significant bid savings. Instead, ISG will work with City staff to modify the design as needed to better align with the project budget and rebid the project in early 2025.

We have found the low bidder to be responsible and their bid in order. ISG has worked with Cleveringa Excavating on successful projects of similar size and scope. Therefore, should the City have sufficient funding for the project and decide to with construction, we recommend awarding the Storm Lake College & 3rd Lift Station project to Cleveringa Excavating of Alton, Iowa.

Tom Grafft
Water/Wastewater Group Leader
Tom.Grafft@ISGInc.com

Encl: Bid Tabulation

Staff Summary

10/07/2024

Agenda Item # F.8.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Public Hearing For A Requested Easement On City ROW**

BACKGROUND:

A request has been submitted to the City of Storm Lake by Buena Vista Regional Medical Center (BVRMC) for an easement on the City Right of Way (ROW) adjacent to West Sixth Street and Pleasantview Drive for the purpose of installing a permanent fence, the location is legally described as follows: An area of Three Feet (3') located immediately North and adjacent to Lots Two (2) and Three (3), Block One (1), Garden Grove Addition to the City of Storm Lake, Buena Vista County, Iowa, EXCEPT the area as described in the Quit Claim Deed recorded as Document Number 141563 on June 25, 2014, in the County Recorder's Office of Buena Vista County, Iowa. A copy of the draft easement is attached to this staff summary.

FISCAL IMPACT:

RECOMMENDATION:

Open the Public Hearing for the request submitted by Buena Vista Regional Medical Center for an easement for a fence on City ROW on West Sixth Street and Pleasantview Drive.

Hear public comments
Close the hearing

ATTACHMENTS:

[Public Hearing Notice - BVMH easement.docx](#)
[Easement Agreement - DRAFT1.pdf](#)

(One publication required)

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF STORM LAKE IN THE STATE OF IOWA, ON
THE MATTER OF THE PROPOSAL TO CONVEY AN
EASEMENT, AND THE HEARING THEREON**

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake in the State of Iowa, will hold a public hearing at its meeting on October 7, 2024, at 5:00 P.M., at Storm Lake City Council Chambers, City Hall, 620 Erie St., Storm Lake, Iowa, at which meeting the Council proposes to take action on the proposal to convey an easement to Buena Vista Regional Medical Center across certain real property owned by the City, which easement is legally described as follows:

An area of Three Feet (3') located immediately North and adjacent to Lots Two (2) and Three (3), Block One (1), Garden Grove Addition to the City of Storm Lake, Buena Vista County, Iowa, EXCEPT the area as described in the Quit Claim Deed recorded as Document Number 141563 on June 25, 2014, in the County Recorder's Office of Buena Vista County, Iowa.

The easement conveyance may be subject to conditions as may be stated either in the resolution of the City Council, or documents entered into between the parties.

At the time set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing, on the proposed conveyance. After the public hearing, the Council may make a final determination to accept or reject the proposal as submitted, or upon condition that certain terms be changed, or the Council may defer action on the proposal until a subsequent meeting.

This notice is given by order of the City Council of the City of Storm Lake in the State of Iowa, as provided by Section 364.7 of the City Code of Iowa.

Dated this 16th day of September, 2024.

Mayra Martinez, City Clerk
City of Storm Lake in the State of Iowa

(End of Notice)

D

Return to: Murray & Murray, PLC, PO Box 27, Storm Lake, Iowa

Preparer: John M. Murray, Murray & Murray, PLC, 530 Erie St. PO Box 27, Storm Lake, IA 50588, 712-732-8181

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2024, by and between the City of Storm Lake, Iowa, an Iowa municipal corporation (herein referred to as “City”), and Buena Vista Regional Medical Center, a County Hospital organized under the laws of Iowa, and its successors and assigns (herein referred to as “BVRMC”).

SECTION I.

RIGHT OF WAY

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City hereby grants, sells and conveys to BVRMC, its successors and assigns a perpetual easement for the purpose of constructing, inspecting, repairing, maintaining, replacing, substituting, relocating and removing a fence over, upon, across, and through the following described real estate in Buena Vista County, Iowa, to-wit:

An area of Three Feet (3') located immediately North and adjacent to Lots Two (2) and Three (3), Block One (1), Garden

Grove Addition to the City of Storm Lake, Buena Vista County, Iowa, EXCEPT the area as described in the Quit Claim Deed recorded as Document Number 141563 on June 25, 2014, in the County Recorder's Office of Buena Vista County, Iowa.

The real estate subject to the easement shall be referred to below as the "*Easement Area*."

SECTION II.

TERM

The rights granted herein shall be possessed and enjoyed by BVRMC, its successors and assigns so long as the fence constructed pursuant hereto shall be maintained and operated by BVRMC, its successors or assigns.

SECTION III.

ADDITIONAL RIGHTS OF BVRMC

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

SECTION IV.

RIGHTS OF CITY

City reserves the right to use and enjoy the Easement Area to the fullest possible extent without unreasonable interference with the exercise by BVRMC of the rights granted herein. In this regard, neither City nor BVRMC shall have the right to locate any building or any surface installation on any part of the Easement Area excepting the fence as permitted in Section I above.

SECTION V.

DUTIES OF BVRMC TO MAINTAIN EASEMENT AREA

BVRMC, at BVRMC's expense, shall be responsible for the cost of all activities in relation to the rights granted to City under Section I. Following the completion of any work in the installation of the fence, BVRMC shall, within a reasonable period of time, restore the area surrounding the fence upon the Easement Area to a clean and neat lawn area and shall thereafter be responsible for the maintenance of such area. BVRMC shall keep the fence in good repair. BVRMC shall be responsible for the maintenance of the lawn area around the fence. BVRMC shall otherwise comply with any and all governing laws, ordinances, and regulations concerning the fence and lawn.

SECTION VI.

WARRANTY OF TITLE

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

SECTION VII.

EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors or assigns of the parties hereto.

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

GRANTOR:

CITY OF STORM LAKE, IOWA

GRANTEE:

BUENA VISTA REGIONAL MEDICAL
CENTER

By: _____
Michael Porsch, Mayor

By: _____
Steven R. Colerick, Chief Executive Officer

ATTEST:

Mayra Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, 2024, by Michael Porsch
and Mayra Martinez, as Mayor and City Clerk of and for the City of Storm Lake, Iowa.

Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, 2024, by Steven R.
Colerick as Chief Executive Officer of and for Buena Vista Regional Medical Center.

Notary Public

Staff Summary

10/07/2024

Agenda Item # F.9.



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

REPORT TO: Honorable Mayor & Council

FROM: Scott Olesen Building & Code Compliance Director

SUBJECT: **Resolution No. 32-R-2024-2025 Approving A Requested Easement On City ROW.**

BACKGROUND:

A request has been submitted to the City of Storm Lake by Buena Vista Regional Medical Center (BVRMC) for an easement on the City Right of Way (ROW) adjacent to West Sixth Street and Pleasantview Drive for the purpose of installing a permanent fence, the location is legally described as follows: An area of Three Feet (3') located immediately North and adjacent to Lots Two (2) and Three (3), Block One (1), Garden Grove Addition to the City of Storm Lake, Buena Vista County, Iowa, EXCEPT the area as described in the Quit Claim Deed recorded as Document Number 141563 on June 25, 2014, in the County Recorder's Office of Buena Vista County, Iowa. A copy of the draft easement is attached to this staff summary.

FISCAL IMPACT:

RECOMMENDATION:

Motion to approve Resolution No. 32-R-2024-2025

ATTACHMENTS:

[Resolution No. 32-R-2024-2025 - easement BVRMC \(02405334x7F7E1\).docx](#)

[Easement Agreement - DRAFT1.pdf](#)

RESOLUTION NO. 32-R-2024-2025

**RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE
PROPOSAL TO CONVEY AN EASEMENT, AND PROVIDING FOR
PUBLICATION OF NOTICE THEREOF**

WHEREAS, the City Council of the City of Storm Lake (the "City") has received a proposal to convey an easement to Buena Vista Regional Medical Center ("BVRMC"), across certain real property legally described as follows (the "Easement"):

An area of Three Feet (3') located immediately North and adjacent to Lots Two (2) and Three (3), Block One (1), Garden Grove Addition to the City of Storm Lake, Buena Vista County, Iowa, EXCEPT the area as described in the Quit Claim Deed recorded as Document Number 141563 on June 25, 2014, in the County Recorder's Office of Buena Vista County, Iowa.

WHEREAS, the City Council held a public hearing on October 7, 2024, to hear public comments, and

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

Section 1. That this Council approves the easement as presented by BVRMC.

Section 2. Authorize the Mayor to execute said easement on behalf of the City of Storm Lake and the City Clerk is authorized to attest to such signature

PASSED AND APPROVED this October 7, 2024.

Michael Porsch, Mayor

ATTEST:

Mayra Martinez, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

I, the undersigned City Clerk of the City of Storm Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this ____ day of _____, 2024.

City Clerk, City of Storm Lake, Iowa

D

Return to: Murray & Murray, PLC, PO Box 27, Storm Lake, Iowa

Preparer: John M. Murray, Murray & Murray, PLC, 530 Erie St. PO Box 27, Storm Lake, IA 50588, 712-732-8181

EASEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2024, by and between the City of Storm Lake, Iowa, an Iowa municipal corporation (herein referred to as “City”), and Buena Vista Regional Medical Center, a County Hospital organized under the laws of Iowa, and its successors and assigns (herein referred to as “BVRMC”).

SECTION I.

RIGHT OF WAY

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City hereby grants, sells and conveys to BVRMC, its successors and assigns a perpetual easement for the purpose of constructing, inspecting, repairing, maintaining, replacing, substituting, relocating and removing a fence over, upon, across, and through the following described real estate in Buena Vista County, Iowa, to-wit:

An area of Three Feet (3') located immediately North and adjacent to Lots Two (2) and Three (3), Block One (1), Garden

Grove Addition to the City of Storm Lake, Buena Vista County, Iowa, EXCEPT the area as described in the Quit Claim Deed recorded as Document Number 141563 on June 25, 2014, in the County Recorder's Office of Buena Vista County, Iowa.

The real estate subject to the easement shall be referred to below as the "*Easement Area*."

SECTION II.

TERM

The rights granted herein shall be possessed and enjoyed by BVRMC, its successors and assigns so long as the fence constructed pursuant hereto shall be maintained and operated by BVRMC, its successors or assigns.

SECTION III.

ADDITIONAL RIGHTS OF BVRMC

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

SECTION IV.

RIGHTS OF CITY

City reserves the right to use and enjoy the Easement Area to the fullest possible extent without unreasonable interference with the exercise by BVRMC of the rights granted herein. In this regard, neither City nor BVRMC shall have the right to locate any building or any surface installation on any part of the Easement Area excepting the fence as permitted in Section I above.

SECTION V.

DUTIES OF BVRMC TO MAINTAIN EASEMENT AREA

BVRMC, at BVRMC's expense, shall be responsible for the cost of all activities in relation to the rights granted to City under Section I. Following the completion of any work in the installation of the fence, BVRMC shall, within a reasonable period of time, restore the area surrounding the fence upon the Easement Area to a clean and neat lawn area and shall thereafter be responsible for the maintenance of such area. BVRMC shall keep the fence in good repair. BVRMC shall be responsible for the maintenance of the lawn area around the fence. BVRMC shall otherwise comply with any and all governing laws, ordinances, and regulations concerning the fence and lawn.

SECTION VI.

WARRANTY OF TITLE

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

SECTION VII.

EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors or assigns of the parties hereto.

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

GRANTOR:

CITY OF STORM LAKE, IOWA

GRANTEE:

BUENA VISTA REGIONAL MEDICAL
CENTER

By: _____
Michael Porsch, Mayor

By: _____
Steven R. Colerick, Chief Executive Officer

ATTEST:

Mayra Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, 2024, by Michael Porsch
and Mayra Martinez, as Mayor and City Clerk of and for the City of Storm Lake, Iowa.

Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on _____, 2024, by Steven R.
Colerick as Chief Executive Officer of and for Buena Vista Regional Medical Center.

Notary Public

Staff Summary

10/07/2024

Agenda Item # F.10.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Work Session On An Ordinance Amending Title VIII Of The 1994 Recodification Of The Municipal Code Of The City Of Storm Lake, Iowa, By Adding A New Subsection 8-1-1(A)(18) To Chapter 8-1, Nuisances, To Regulate The Keeping Of Domestic Pigeons Within The Corporate Limits Of Storm Lake, Iowa**

BACKGROUND: There have been some requests to create an Ordinance which will help prevent conflicts between owners of Pigeons and adjoining property owners.

FISCAL IMPACT: N/A

RECOMMENDATION: Discuss potential Pigeon Ordinance, give Staff input regarding regulations for the keeping of Pigeons as a part of a City Code update.

ATTACHMENTS:
[Pigeon Ordinance - Nuisance Code \(1.0\) \(02392353x7F7E1\).DOCX](#)

ORDINANCE NO. __-O-2024-2025

**AN ORDINANCE AMENDING TITLE VIII OF THE 1994
RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF
STORM LAKE, IOWA, BY ADDING A NEW SUBSECTION 8-1-
1(A)(18) TO CHAPTER 8-1, NUISANCES, TO REGULATE THE
KEEPING OF DOMESTIC PIGEONS WITHIN THE CORPORATE
LIMITS OF STORM LAKE, IOWA**

WHEREAS, Title VIII, Chapter 8-1, Nuisances, of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa ("City Code") regulates the health, safety, and welfare of the citizens of Storm Lake, Iowa, through the defining and prohibition of various nuisances; and

WHEREAS, the City Council of the City of Storm Lake ("Council" or "City," respectively) finds it proper and necessary to adopt an ordinance amending City Code Title VIII, Chapter 8-1, by adding a new Subsection, 8-1-1(A)(18), concerning the maintenance of certain domestic pigeons as a nuisance within the corporate limits of the City; and

WHEREAS, the Council hereby determines the provisions set out herein are in the public's best interests to adopt and enforce henceforth.

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

SECTION ONE. Title VIII of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, is hereby amended by adding a new Subsection 8-1-1(A)(18) to Chapter 8-1, Nuisances, as follows:

18. The keeping, maintaining, or harboring of all pigeons, except as provided as follows:

- a. The keeping, maintaining, or harboring of seamless banded, domestic pigeons will not constitute a nuisance if the owner of such domestic pigeon(s) demonstrates the following:
 - i. The domestic pigeons are banded by a recognized association of pigeon fanciers;
 - ii. The permitted number of domestic pigeons kept on the premises shall not exceed ten (10);
 - iii. Seamless banded, domestic pigeons may be released for exercise or performance from 7:00 a.m. to 9:00 am and 6:00 p.m. to 8:00 p.m. between May 1 and October 31, as well as from 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. from November 1 through April 31;
 - iv. Upon release for exercise or performance, the owner or persons who have possession of authorized pigeons shall not permit them to occupy or interfere with the building or property of others;

- v. Other than the time that domestic pigeons are permitted to be exercised or trained, as set forth above, the pigeons shall be confined to cages or pens; and
 - vi. No pigeons shall be brought to or kept on private premises until an approved permit with terms and conditions recommended by the City Manager is obtained from the City Council. Persons who have violated this Chapter or the terms of a previous domestic pigeon permit shall be denied a permit.
- b. For purposes of this Chapter, “pigeons” include both male and female members of the Columbia livia. “Domestic pigeons” shall include pigeons kept for exhibition or show purposes, or aerial performance purposes, including carrier, homing, racing, high-flying, rolling, and diving.

SECTION TWO. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

SECTION THREE. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION FOUR. Effective. This Ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

SECTION FIVE. When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Recodification of the Municipal Code of the City of Storm Lake, Iowa.

PASSED on its first consideration the _____ day of _____, 2024.

PASSED on its second consideration the _____ day of _____, 2024.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2024.

PASSED AND APPROVED on its third consideration this _____ day of _____, 2024.

CITY OF STORM LAKE, IOWA

By: _____

Micheal Porsch, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A, Martinez, City Clerk

_____ Repassed and adopted over the veto this _____ day of _____, 2024.

_____ Veto affirmed this _____ day of _____, 2024 by failure of vote taken to repass.

_____ Veto affirmed no timely vote taken to repass over veto.

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

10/07/2024

Agenda Item # F.11.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Works Session - Review of City Code 9-12-9 Truck Routes**

BACKGROUND: Council requested a work session related to City Code 9-12-9 related to Truck Routes. Staff will review the code, provide information and participate in discussion.

FISCAL IMPACT: N/A

RECOMMENDATION: No action at this time

ATTACHMENTS:
[9-12-9.docx](#)

Section 9-12-9 Truck Routes

(A) Every motor vehicle weighing five (5) tons or more, when loaded or empty, having no fixed terminal within the City or making no scheduled or definite stops within the City for the purpose of loading or unloading shall travel over or upon the following streets within the City and none other: State Highways 71, 7 and 110.

(B) Any motor vehicle weighing five (5) tons or more, when loaded or empty, having a fixed terminal, making a scheduled or definite stop within the City for the purpose of loading or unloading shall proceed over or upon the designated routes set out in this Section to the nearest point of its scheduled or definite stop and shall proceed thereto, load or unload and return, by the most direct route to its point of departure from said designated route.

(C) The owner, or any other person, employing or otherwise directing the driver of any vehicle shall not require or knowingly permit the operation of such vehicle upon a street in any manner contrary to this Section.

Staff Summary

10/07/2024

Agenda Item # F.12.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez City Clerk

SUBJECT: **City Council Requested Items / City Council Updates**

BACKGROUND: Future Topic:

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS: