

**CITY OF STORM LAKE
REGULAR COUNCIL SESSION MEETING,
CITY HALL
COUNCIL CHAMBERS
SEPTEMBER 16, 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. [Motion to Approve Drainage District #13 Invoices](#)
 - 3. [Resolution No. 24-R-2024-2025 Approving Setting A Public Hearing For A Requested Easement On City ROW.](#)
 - 4. [Buy Local Information](#)
 - 5. [SLPD City Code Enforcement Summary](#)
- E. **Unfinished Business**
- F. **New Business**
 - 1. [Motion to Approve Noise Variance Request from Becky Matheson](#)
 - 2. [Iowa Lakes Corridor Update](#)
 - 3. [Resolution No. 25-R-2024-2025 Change Of Road Closing Time For Chills And Thrills Event.](#)
 - 4. [Public Hearing On Fiscal Year 2024-2025 Budget Amendment](#)
 - 5. [Resolution No. 26-R-2024-2025 Amending the Fiscal Year 2024-2025 Budget](#)

6. 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.
7. Resolution No. 28-R-2024-2025 Fixing Date For A Meeting 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.
8. 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- 2nd Reading
9. 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
10. 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

09/16/2024

Agenda Item # D.1.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
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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 3, 2024 City Council Minutes
- Approve Renewal Liquor Licenses for Pro Day Spa
- Approve Drainage District #13 Invoices
- Resolution No. 24-R-2024-2025 Approving Setting A Public Hearing For A Requested Easement On City ROW.
- Approve Buy Local Information
- Approve Storm Lake Police Department City Code Enforcement Update

FISCAL IMPACT: City Will Pay The Following Expenditures:

- List of Bills: \$1,402,326.40
- King's Pointe & Sunrise Pointe Golf Course Bills: \$205,584.67

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

[9/16/2024 City Claims Expense Report.pdf](#)

[King's Poiinte Claims 9/16/2024 -- 8.30.2024 to 9.12.2024.xlsx](#)

[09/03/2024 City Council Minutes](#)

[Pro Day Spa Liquor Application 2024.pdf](#)



Storm Lake, IA

Buy Local_v1

Payment Date Range: 09/05/2024 - 09/18/2024

Vendor Name	Vendor Number	Payable Description	Total Payments
BVC			
Buena Vista County Solid Waste	001035	Recycling	158.08
Buena Vista County Treasurer	001155	1st Half FY2025 Property Tax	146,440.00
Joyce's Greenery LLC	001062	Spooner Family Sign- August 2024	770.00
Power Solutions, Inc	001465	Electrical Repairs	170.73
		BVC Total:	147,538.81
Contract/Agreement			
Bolton & Menk, Inc	001024	Construction Services	126,540.11
Charles Sargent Irrigation Company, Inc	001209	Test Well Drilling	80,258.00
I & S Group, Inc	001103	General Engeineering Sevices	30,885.95
Landmark Structures I, LP	002489	Pay #4 of Tower 5 Construction	480,130.00
Reding's Gravel & Excavating Co., Inc	001132	Rock	633.94
SCE, LLC	001344	Well 11 Services	22,964.79
Voltmer, Inc	002303	Pay #3 of Runway 17/35 Lighting	128,814.33
		Contract/Agreement Total:	870,227.12
Local			
Central Bank	001025	Services	1,345.28
Culligan Water Storm Lake	001071	Water Supplies	131.25
Graham Tire	001093	Tire Repair	73.04
Iowa Office Supply Inc	001037	Office Supplies	81.03
Jim Bartholomew	001069	September 2024 Airport Contract	6,136.21
Jones Nursery, LLC	002337	Mums	175.92
Lake Animal Hospital	001029	Bd & Disp Cats	805.00
Long Lines	001077	Fax Line & Emergency Line Service	1,385.30
Melanders TV & Appliances	001673	Service Call	55.00
North Lake Truck Repair	001177	Spring Repairs	561.49
Plumbing & Heating Wholesale, Inc	001126	Filters	132.46
Qwest Corporation	001070	Phone Service	83.53
Rebnord Technologies, Inc	001091	Monthly Recurring Services	13,630.41
Rent-All, Inc	001210	Cutting Blade	625.00
Siouxland Certified Testing Services, Inc	001190	Memorial Road Testing	4,319.50
Smith Concrete Service Inc	001134	Concrete	928.00
Stanton Electric, Inc	001264	Site 303 Repairs	107.88
Storm Lake Ace Hardware	001216	Supplies	1,143.92
Storm Lake Hydraulics Co, Inc	001089	Hyd Hose	107.49
The Storm Lake Times	001214	August 2024 Publications	1,175.95
Verizon Wireless Services LLC	001075	Cell Phone Service	3,574.42
Visual Edge Inc	001063	Copier Maintenance Agreement	262.34
		Local Total:	36,840.42
Non-Local			
120 Water Audit, Inc	002214	FY2025 Subscription	5,408.00
Ahlers & Cooney, P.C.	001023	Labor Relations	3,750.00
ATCO Manufacturing Company	002172	Degreaser	6,170.08
Baker & Taylor, Inc	001957	Books	115.49
Barnes & Noble Booksellers, USA Inc	001274	Books	246.86
Bend Mailing Services, LLC	002013	Bill Printing Services	4,186.21
Bluegrass Playground Inc	001948	Playground Parts	1,190.00
Boji Portable Toilets Inc	001133	Portable Toilet Rental	1,180.00
Brodart Co.	001009	Books	972.32
Chem-Sult, Inc	001337	Sodium Chlorite	4,290.32
Cintas First Aid & Safety	001094	First Aid Supplies- Less Tax	225.63

Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Elliot Equipment Company	001681	Regulator	700.99
Foundation Analytical Laboratory, Inc	001100	Testing Services	2,764.50
Hach Company	001034	Testing Supplies	999.02
Hallett Materials	001428	Sand	676.22
Harlan Publishing, LLC	002537	Advertising	772.92
Hawkins, Inc	001112	Pump	2,770.31
HD Supply, Inc	001336	Check Valve	913.28
Housby Heavy Equipment, LLC	001443	Loader Repairs	6,293.15
Hupp Electric Motors	001500	Hoist Inspection	2,970.00
Ingram Library Services, Inc	001268	Books	182.88
International Association of Fire Chiefs	001557	FY2025 Membership- SO#000275294	215.00
Iowa Department of Public Safety	001782	Quarterly IOWA System	376.50
Iowa Department of Transportation	001341	Sign Posts	2,803.75
Iowa League of Cities	001117	Membership Dues	5,471.00
Iowa Parks and Recreation Association	002144	Membership- Hoffman	75.00
Iowa Stormwater Education Partnership	001208	2024 Conf Reg- Woltman	250.00
James M. Sweeney & Associates, Inc	001101	Background Check	74.50
Junior Library Guild	001672	Books	721.42
Kasperbauer Cleaners, Inc	002435	Entrance Mat Service	40.62
Kiesler Police Supply, Inc	001640	Ammo	2,359.00
Linde Inc	001111	Carbon Dioxide	3,125.43
Magline Inc	001448	Power Drive System	1,625.06
Martin Marietta Materials, Inc	001429	Rock	999.60
Matthew D. Wilber	002536	Training Services	585.00
Med-Tech Resources, Inc	001278	Batteries	727.61
Midwest Tape, LLC	001275	DVDs	90.71
Mississippi Lime Company	001095	Lime	39,422.64
MRA Custom Applications, LLC	001553	Lime Sludge Hauling	19,142.59
NW Iowa Planning & Development Comn	001102	SHIELD Draw FY2025	3,500.00
OPG-3 Inc	001319	Laserfiche Subscription	3,058.66
Outdoor Recreation Products	001135	Playground Parts	298.20
Petersen Manufacturing	001088	Plaque	100.43
Pitney Bowes	001182	Postage Machine Agreement	244.50
Pitney Bowes Inc	001181	Postage	1,500.00
RJ Thomas Manufacturing Compnay, Inc	001090	Gate Replacement	10,015.00
Salus LLC	001006	July 2024 Memberships	20.00
Schumacher Elevator Company	001200	Elevator Maintenance	238.78
Siouxland Turf Products	001131	Ball Washer Towels	175.00
State Industrial Products Corporation	002309	WW Program	3,284.68
Team One Network, LLC	002539	Training Registration- Munden	350.00
Tometich Engineering, Inc	002187	Engineering Services	1,386.00
Underground Location Company	001194	Locate Services	104.60
UnityPoint Clinic- Occupational Medicine	001315	Testing Services	210.00
UnityPoint Health Trinity Regional Medic	001781	Physical- Garcia	764.60
W. W. Grainger, Inc	001085	Motor	875.80
WesTech Engineering, Inc	001656	Basin 2 Repairs	45,715.00
Non-Local Total:			196,724.86
Payroll/Refunds			
Beth Ann Dawson McPherran	001434	August 2024 Homebound Deliveries	19.77
Custodian of Petty Cash	001272	August 2024 Postage	33.97
Custodian of Petty Cash- Jean Cashman	001470	Postage	101.05
Ryan Piercy	002538	7/9/24 Release	72.60
Payroll/Refunds Total:			227.39
Grand Total:			1,251,558.60

King's Pointe Resort

Claims Publication

From 8/30/2024 to 9/12/2024

Vendor	Description	Amount
King's Pointe Payroll- 8/23/2024	Payroll	\$ 111,386.79
ACCO Unlimited Corporation	Supplies	\$ 4,794.00
Alliant Energy	Utilities	\$ 78.73
Amazon Capital Services Inc	Supplies	\$ 935.97
Crescent Electric Supply Company	Supplies	\$ 209.78
Daniels Filter Service	Supplies	\$ 582.52
Feld Fire/Security	Services	\$ 574.00
Guest Supply	Supplies	\$ 1,165.62
HyVee	Supplies	\$ 174.78
Iowa Division of Labor Elevator Safety	Services	\$ 350.00
Iowa Golf Association	Membership	\$ 825.00
Kelli's Gift Shop Suppliers	Supplies	\$ 627.60
KTIV Television Inc.	Advertising	\$ 1,378.00
Long Lines LLC	Utilities	\$ 162.99
MidAmerican Energy	Utilities	\$ 31,357.22
Mood Media North America Holding LLC	Services	\$ 125.17
Olsen Welding and Machine Shop	Supplies	\$ 138.57
Pepsi Beverages Company	Beverages	\$ 841.24
Pest Elimination Division	Services	\$ 559.45
Plumbing & Heating Wholesale Inc.	Supplies	\$ 1,156.40
Rolloff Dumpster Rental of Iowa INC.	Utilities	\$ 495.16
S&L Hospitality LLC	Agreement	\$ 38,773.17
SGS LLC	Utilities	\$ 63.00
Storm Lake Ace Hardware	Supplies	\$ 379.86
Storm Lake Times	Advertising	\$ 250.00
Sysco Iowa Inc.	Food	\$ 7,899.65
The Messenger	Advertising	\$ 300.00

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**CITY OF STORM LAKE CITY HALL COUNCIL CHAMBERS REGULAR COUNCIL
SESSION MEETING, SEPTEMBER 3, 2024, 5:00 PM**

Present: Mayor Michael Porsch, Council Members Meg McKeon, Maggie Martinez and Matt Ricklefs, Council Members Kevin McKinney and Maria Ramos via Zoom. Absent: None.

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 Dutfeld, Communications Coordinator Dana Larsen, Public Services Supervisor Brandon Ripke, Public Works Director Matt Beckman, Library Director Elizabeth Huff, 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 Martinez to approve setting the agenda as presented. Seconded by Council Member Ricklefs. Vote: All ayes. Motion carried.

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

Hear the Public – King's Pointe Manager Amy VonBank gave a brief update on the outdoor waterpark as it has closed for the season. She commented that we had a phenomenal season. We had the best staffing, all of the equipment worked all season, we had a lot of help from the City workers and zero ambulance calls. It was a great year, and Amy thanked everyone for making it a fun summer at King's Pointe Resort.

Consent Agenda - Moved by Council Member McKeon to approve the consent agenda, approve List of Bills Check #'s 81833 through 81876, EFT #'s, 1451, 1459 and #5603 through 5648, DFT #'s 2311 through 2354, 2356 through 2371, King's Pointe & Sunrise Pointe Disbursements, Approve August 19, 2024 Regular City Council minutes, Acknowledge the July 2024 Library minutes and the July 2024 Airport minutes, Approve Renewal Liquor License for MMS at Buena Vista College, Approve the FY2025 Storm Lake United grant agreement, Approve the Storm Lake High School Noise Variance request, Approve Buy Local Information, and Approve Storm Lake Police Department City Code Enforcement Update. Seconded by Council Member Ricklefs. Vote: All ayes. Motion carried.

Unfinished Business – No items at this time.

New Business

Storm Lake Rotary - Moved by Council Member Ricklefs to approve the Storm Lake Rotary fundraiser request to use the Sunrise Golf Course Wednesday, September 18 from noon to 9:00 pm. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

SLU Request - Moved by Council Member McKeon to adopt Resolution No. 21-R-2024-2025 to approve the SLI street closure and noise variance request for 2024 Chills and Thrills event. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 21-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 11:00 a.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.

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 3, 2024

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Fiscal Year 2024-2025 Budget Amendment - Moved by Council Member Martinez to approve setting the date of a public hearing for September 16, 2024, at 5:00 pm in the City Hall Council Chambers on Fiscal Year 2024-2025 Budget Amendment. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

Scout Park and Ice House Lift Station Project - Moved by Council Member McKeon to adopt Resolution No. 22-R-2024-2025 approving construction contract and bond for the construction of the Scout Park and Ice House Lift Station project. Seconded by Council Member Martinez. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 22-R-2024-2025

**A RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE
SCOUT PARK AND ICE HOUSE LIFT STATION PROJECT**

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Scout Park and Ice House Lift Station, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: King Contracting LLC dba King Construction of Wall Lake, Iowa

Amount of bid: \$4,029,188.00

Bond Surety: Merchants Bonding Company (Mutual)

Date of Bond: September 3, 2024

Portion of project: All construction work

PASSED AND APPROVED THIS 3rd DAY OF SEPTEMBER 2024.

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Production Well No. 22 Project - Moved by Council Member McKinney to adopt Resolution No. 23-R-2024-2025 approving construction contract and bond for the construction of the Production Well No. 22 project. Seconded by Council Member Ricklefs. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 23-R-2024-2025

**RESOLUTION APPROVING CONSTRUCTION CONTRACT AND
BOND FOR THE STORM LAKE PRODUCTION WELL NO. 22**

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Storm Lake Production Well No. 22, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: King Construction of Wall Lake, IA
Amount of bid: \$2,380,915.00
Bond surety: Merchants Bonding Company (Mutual)
Date of bond: 09/03/2024
Portion of project: All construction work

PASSED AND APPROVED this 3rd day of September 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

**Ordinance Amending Chapter 8 Pertaining To Animal Control
Vicious Animals**

Moved by Council Member McKeon to pass on third reading adopting Ordinance No. 01-O-2024-2025 amending Title VIII of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, by repealing and replacing Chapter 8-9 pertaining to Animal Control. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

ORDINANCE NO. 01-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 CHAPTERS 8-9 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 8-9 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 8-9 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 8-9, Dangerous and Vicious Animals, in its entirety and replacing it with the following in lieu thereof:

Chapter 8-9

DANGEROUS AND VICIOUS ANIMALS

Sections:

8-9-1 Definitions

8-9-2 Keeping of Dangerous Animals Prohibited

8-9-3 Dangerous Animal Exceptions

8-9-4 Seizure, Impoundment and Disposition of Dangerous Animals

8-9-5 Keeping of Vicious Animals Prohibited

8-9-6 Vicious Animal Exception

8-9-7 Seizure, Impoundment and Disposition of Vicious Animals

8-9-8 Restrictions of Keeping of Potentially Vicious Animals

8-9-9 Complaint, Procedures and Restrictions of Potentially Vicious Animals

Section 8-9-1 Definitions

Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this Chapter, have the meanings in this Section:

(A) "DANGEROUS ANIMAL":

1. Any animal which is not naturally tame or gentle, and which is of a wild nature or disposition, and which is capable of killing, inflicting serious injury upon, or causing disease among, human beings or domestic animals and having known tendencies as a species to do so;
2. Any animals declared to be dangerous by the Board of Health of the County or the City Manager, or their designee;
3. The following animals which shall be deemed to be dangerous animals per se:
 - a. All cats, except domestic cats (Carnivora of the family Felidae including, but not limited to, lions, cougars, tigers, jaguars, leopards, lynx, and bobcats);
 - b. Wolves, coyotes and foxes;
 - c. Badgers, wolverines, weasels, skunks and mink;
 - d. Raccoons;
 - e. Bears;
 - f. All apes and monkeys, including chimpanzees;
 - g. Bats;
 - h. Alligators and crocodiles;
 - i. Scorpions;
 - j. Snakes that are venomous or constrictors; and
 - k. Gila monsters.

(B) "POTENTIALLY VICIOUS ANIMAL": Any animal, except for a dangerous animal per se, as listed above, which:

1. Chases or approaches a person, domestic animal, fowl, or livestock in an apparent attitude of attack, or
2. Attacks a person, domestic animal, fowl, or livestock; or
3. Bites, harms, or attempts to bite or harm a person, domestic fowl, or livestock; or
4. Has been trained to fight other domestic animals; or
5. Has been trained as a guard dog for people or property.

This definition shall not apply to law enforcement canines.

An animal provoked to an attitude of self-defense or assumes a defensive attitude in protection of its owner's property shall not be a per se potentially vicious animal. The City Manager or their designee may take various factors into consideration when determining whether an animal meets this definition. These factors include, but are not limited to, whether the animal was provoked, or whether the animal was acting to protect itself, its owner, or its owner's property.

(C) "VICIOUS ANIMAL": Any animal, except for a dangerous animal per se as listed above which:

1. Has inflicted serious injury on a human being unless the animal was on its owner's premises and either:
 - a. The animal was being provoked, teased or tormented; or
 - b. The victim was trespassing and was more than seven (7) years of age; or
2. Has attacked, and killed or caused disabling injury to other domestic animal without provocation while off the owner's premises; or
3. Is owned or harbored primarily or in part for the purpose of fighting in contests or any animal trained for such fighting.

As used herein, serious injury includes any one bite which breaks the skin of the victim.

Section 8-9-2 Keeping of Dangerous Animals Prohibited

No person shall keep, shelter, or harbor any dangerous animal as a pet, nor act as a temporary custodian for such animal, nor keep, shelter, or harbor such animal for any other purpose or in any other capacity within the corporate limits of the City of Storm Lake, except as provided in Section 8-9-3 of this Code.

Section 8-9-3 Dangerous Animal Exceptions

The prohibition contained in Section 8-9-2 of this Code shall not apply to the keeping of dangerous animals in the following circumstances:

- (A) The keeping of a service animal, as defined and required by state and federal law.
- (B) The keeping of dangerous animals in a public zoo, bona fide educational or medical institution, humane society, or museum where they are kept as live specimens for the public to view, or for the purpose of instruction, research, or study.
- (C) The keeping of dangerous animals for exhibition to the public by a bona fide traveling circus, carnival, exhibit, or show.
- (D) The keeping of dangerous animals in a bona fide, licensed veterinary hospital for treatment.
- (E) The keeping of dangerous animals by a wildlife rescue organization with appropriate permit from the Iowa Conservation Commission.
- (F) Any dangerous animals under the jurisdiction of and in the possession of the Iowa Conservation Commission, pursuant to Chapters 481A or 481B of the Iowa Code.

Section 8-9-4 Seizure, Impoundment and Disposition of Dangerous Animals

- (A) In the event that a dangerous animal is found at large and unattended upon public property, park property, public right-of-way, or the property of someone other than its owner, thereby creating a hazard to person or property, such animal, may, in the discretion of the City Manager or his/her designee, or the Chief of Police, be destroyed if it cannot be confined or captured. The City of Storm Lake shall be under no duty to attempt the confinement or capture of a dangerous animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.
- (B) Upon the complaint of any individual that a person is keeping, sheltering, or harboring a dangerous animal on premises in the City of Storm Lake, the City Manager shall cause the matter to be investigated, and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous animal in the City, the City Manager shall declare the animal to be dangerous and order the person named in the complaint to safely remove such animal from the City of Storm Lake, permanently place the animal with an organization or group allowed under Section 8-9-3 of this Code to possess dangerous animals, or humanely destroy the animal, within three (3) days of the receipt of such order. Such order shall be contained in a notice to remove dangerous animal, which notice shall be given in writing to the person keeping, sheltering or harboring the dangerous animal, and shall be served personally or by certified mail. Such order and notice to remove dangerous animal shall not be required where such dangerous animal has previously caused serious physical harm or death to any person in which case the City Manager shall cause the animal to be immediately seized and impounded or destroyed if seizure or impoundment are not possible without risk of serious physical harm or death to any person.

- (C) The order to remove a dangerous animal issued by the City Manager shall be appealable to the City Council. In order to appeal such order, written notice of appeal must be filed with the City Clerk within three (3) days after receipt of the order contained in the notice to remove dangerous animal. Failure to file such written notice of appeal shall constitute a waiver of right to appeal the order of the City Manager.
- (D) The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the City Clerk. The hearing of such appeal shall be scheduled within seven (7) days of the receipt of notice of appeal. The hearing may be continued for good cause. The City Manager may direct quarantine or impound of the dangerous animal until after an appeal hearing. After such hearing, the City Council may affirm or reverse the order of the City Manager. Such determination shall be contained in a written decision and shall be filed with the City Clerk within three (3) days after the hearing, or any continued session thereof.
- (E) If the City Council affirms the action of the City Manager, the City Council shall order in its written decision that the individual or entity owning, sheltering, harboring, or keeping such dangerous animal, remove such animal from the corporate limits of the City of Storm Lake, permanently place such animal with an organization or group allowed under Section 8-9-3 of this Chapter to possess dangerous animals, or humanely destroy it. The decision and order shall immediately be served upon the person or entity against whom rendered in the same manner as the notice of removal. If the original order of the City Manager is not appealed and is not complied with within three (3) days of its issuance, the City Manager or his/her designee is authorized to seize and impound such dangerous animal. An animal so seized shall be impounded for a period of five (5) days. If at the end of the impoundment period, the individual or entity against whom the decision and order of the City Manager or City Council was issued has not petitioned the Buena Vista County District Court for a review of said order, the City Manager shall cause the animal to be disposed of by sale, permanently place such animal with an organization or group allowed under Section 8-9-3 of this Chapter to possess dangerous animals, or humanely destroy such animal. Failure to comply with an order of the City Manager issued pursuant thereto and not appealed, or of the City Council after appeal, shall constitute a municipal infraction.

Section 8-9-5 Keeping of Vicious Animals Prohibited

No person shall keep, shelter or harbor for any reason within the City a vicious animal so defined herein, except as provided in Section 8-9-6 of this Code.

Section 8-9-6 Vicious Animal Exception

The prohibition contained in Section 8-9-5 of this Code shall not apply to the keeping of vicious animals in the following circumstances:

- (A) Animals under the control of a law enforcement or military agency.
- (B) The keeping of guard dogs. However, guard dogs must be kept within a structure of fixed enclosure at all times, and any guard dog found at large may be processed as a vicious animal pursuant to the provisions of Section 8-9-5 and 8-9-7 of this Code. Any premises guarded by a guard dog shall be prominently posted with a sign containing the wording "guard dog", "vicious dog", "beware of dog", or words of similar importance, and the owner of such premises shall inform the Chief of Police that a guard dog is on duty at such premises.

Section 8-9-7 Seizure, Impoundment and Disposition of Vicious Animals

- (A) Upon the complaint of any individual that a person is keeping, sheltering, or harboring a vicious animal on premises in the City of Storm Lake, the City Manager shall cause the matter to be investigated, and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a vicious animal in the City, the City Manager shall declare the animal to be vicious and order the person named in the complaint to safely remove such animal from the City of Storm Lake, or humanely destroy the animal, within three (3) days of the receipt of such order. Such order shall set forth the description of the animal declared to be

vicious and an explanation for the determination of viciousness. Such order shall be contained in a notice to remove vicious animal, which notice shall be given in writing to the person keeping, sheltering or harboring the vicious animal, and shall be served personally or by certified mail. Such order and notice to remove vicious animal shall not be required where such vicious animal has previously caused serious physical harm or death to any person in which case the City Manager shall cause the animal to be immediately seized and impounded or humanely destroyed if seizure or impoundment are not possible without risk of serious physical harm or death to any person. If the order is not complied with within three (3) days of its issuance, the City Manager or his/her designee is authorized to seize and impound the animal. An animal so seized shall be impounded for a period of five (5) days. If at the end of the impoundment period, the individual or entity against whom the order of the City Manager or his/her designee was issued has not appealed such order to the City Council, the City Manager or his/her designee shall cause the animal to be destroyed.

- (B) The order to remove or destroy vicious animal issued by the City Manager or his/her designee shall be appealable to the City Council. In order to appeal such order, written notice of appeal must be filed with the City Clerk within three (3) days after receipt of the order to remove or destroy the vicious animal. Failure to file such written notice of appeal shall constitute a waiver of right to appeal the order of the City Manager or his/her designee. The animal shall continue to be quarantined or impounded as directed by the City Manager at the owner's cost until conclusion of the appeal.
- (C) The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the City Clerk. The hearing of such appeal shall be scheduled within seven (7) days of the receipt of notice of appeal. The hearing may be continued for good cause. After such hearing, the City Council may affirm or reverse the order of the City Manager or his/her designee. Such determination shall be contained in a written decision and shall be filed with the City Clerk within three (3) days after the hearing, or any continued session thereof.
- (D) If the City Council affirms the action of the City Manager or his/her designee, the City Council shall order in its written decision that the individual or entity owning, sheltering, harboring, or keeping such vicious animal, shall remove such animal from the City or cause it to be destroyed in a humane manner. The decision and order shall immediately be served upon the person or entity against whom rendered in the same manner as the order to remove or destroy. If the original order of the City Manager or his/her designee is not appealed and is not complied with within three (3) days or the order of the City Council after appeal is not complied with within three (3) days of its issuance, the City Manager or his/her designee is authorized to seize and impound such vicious animal. An animal so seized shall be impounded for a period of five (5) days. If at the end of the impoundment period, the individual or entity against whom the decision and order of the City Manager or his/her designee and/or the City Council was issued has not petitioned the Buena Vista County District Court for a review of said order, the City Manager or his designee shall cause the animal to be destroyed in a humane manner.
- (E) Failure to comply with an order of the City Manager or his/her designee issued pursuant hereto and not appealed, or of the City Council after appeal, shall constitute a municipal infraction.
- (F) Any animal found at large which displays vicious tendencies may be processed as a vicious animal pursuant to the foregoing, unless the animal is so vicious that it cannot safely be apprehended, in which case the City Manager, Police Chief, or their designee may immediately destroy it.
- (G) Any animal which is impounded or quarantined pending investigation or appeal of a vicious animal report, shall not be released to the owner, but shall continue to be held at the expense of the owner pending final disposition by administrative order or Council appeal. All costs of such impoundment or quarantine shall be paid by the owner if the animal is determined to be vicious.

If the animal is not determined to be vicious, all costs of such impoundment or quarantine shall be paid by the City.

Section 8-9-8 Restrictions of Keeping of Potentially Vicious Animals

No person shall keep, shelter or harbor for any reason within the City a potentially vicious animal as defined herein after such animal has been determined to be potentially vicious as provided in Section 8-9-9, unless the terms and conditions imposed by the hearing officer, or the City Council, as appropriate, for keeping such animal within the City have been strictly complied with.

Section 8-9-9 Complaint, Procedures and Restrictions of Potentially Vicious Animals

(A) The City Manager, or his/her designee, in his/her discretion or upon receipt of a complaint alleging that a particular animal is a potentially vicious animal as defined herein, shall cause the matter to be investigated, and if, after investigation, the facts indicate that the particular animal meets the definition of potentially vicious as provided herein, the City Manager or his/her designee shall declare the animal to be potentially vicious and may order the owner to comply with some or all the following restrictions with regard to the animal, as appropriate, as a condition of the animal owner's continued right to maintain the animal within the City limits.

1. The animal may be required to be muzzled at all times when upon public property.
2. The animal may be required to be restrained by a chain leash at all times when the animal is outside the owner's home, and which chain leash should be not more than six feet (6') in length if the animal is on public property.
3. The owner may be required to fence the owner's premises or a portion thereof with chain link or other type fence reasonably calculated to restrain the animal and keep it in good state of repair whenever the animal is outside on the owner's premises.
4. The owner shall provide the City with a copy of a certificate of insurance issued by an insurance company licensed to do business in the state providing personal liability insurance as in a homeowner's policy, with a minimum liability amount of \$100,000.00 for the injury or death of any person, for damage to property of others and for acts of negligence by the owner or his or her agents. The certificate shall require notice to the city if the underlying policy of insurance is cancelled for any reason. In lieu of such a certificate, a copy of a current homeowner's policy designating these requirements shall be sufficient proof of insurance for purposes of this subsection. If a certificate of insurance or policy is not immediately available, the City may provide up to 30 days subsequent to the determination that an animal is potentially vicious to obtain the certificate; however, if after 30 days a certificate of insurance or a policy has not been submitted or the insurance coverage is cancelled, the animal shall be deemed unregistered or unlicensed and subject to immediate impoundment or removal from the corporate limits of the city.

(B) An order determining an animal to be potentially vicious and imposing restrictions upon the continued existence of that animal within the City limits shall be appealable to the same extent and subject to the same procedural requirements and safeguards as are contained in Section 8-9-7 relating to vicious animals.

(C) Failure to comply with an order of the City Manager's or his/her designee issued pursuant hereto and not appealed, or the City Council after appeal, shall constitute a municipal infraction. Further, failure to comply with regard to a particular animal shall qualify that animal as a vicious animal, notwithstanding the basic definition of vicious animal as contained in Section 8-9-1, and subject the owner and the animal involved to all of the provisions of this Chapter relating to vicious animals.

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 5th day of August 2024.

PASSED on its second consideration the 19th day of August, 2024.

PASSED AND APPROVED on its third consideration this 3rd day of September 2024.

CITY OF STORM LAKE, IOWA

By: Micheal Porsch, Mayor

ATTEST: Mayra A. Martinez, City Clerk

Dog

Moved by Council Member Ramos to pass on third reading adopting Ordinance No. 02-O-2024-2025 amending Title VIII of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, by repealing and replacing Chapter 8-3 pertaining to Animal Control. Seconded by Council Member Martinez. Roll call vote: All ayes. Motion carried.

ORDINANCE NO. 02-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 CHAPTERS 8-3 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 8-3 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 8-3 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 8-3, Dogs, in its entirety and replacing it with the following in lieu thereof:

Chapter 8-3 DOGS

Sections:

8-3-1 Definitions

8-3-2 License

8-3-3 Immunization

8-3-4 Kennel Dogs

8-3-5 Dogs Disturbing the Peace

8-3-6 Impounding

8-3-7 Municipal Infraction

Section 8-3-1 Definitions

For use within this Chapter the following are defined:

- (A) "DOGS" includes both male and female members of the canine species, whether altered or not;
- (B) "AT LARGE" refers to any dog running otherwise than upon the premises of its owner when the dog is not attached to a leash 6 feet or less in length, or other similar physical restraint, under the control of a person physically competent to restrain or control the dog, properly restrained within a motor vehicle, or housed in an animal hospital or kennel;
- (C) "OWNER" includes any person, firm or corporation owning, harboring, sheltering or keeping a dog, including any person who feeds or otherwise cares for a dog.

Section 8-3-2 License

- (A) License Required. Every owner of a dog six (6) months of age or older shall annually procure a dog 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 dog 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 prescribed by the City Manager. Applications shall be made within six months of possession of the dog. 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 dog licenses when the application requirements are met and the 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 dog. 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 dog for which the license is issued. Any dog found running at large without the license tag attached to its collar or harness shall be deemed unlicensed. Licenses and license tags are not transferable.
- (E) Exceptions. The requirements for licensing dogs shall not apply in the following circumstances:
 - 1. The dog 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 dog and the dog is at least six months old.

Section 8-3-3 Immunization

Every dog owner shall comply with state law requirements to obtain proper immunization against rabies. Ownership or possession of a dog over six months of age 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 dog owner's dog, and the dog owner shall additionally maintain documented proof of such immunization.

Section 8-3-4 Kennel Dogs

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

Section 8-3-5 Dogs Disturbing the Peace – Leashing Required

- (A) It shall be unlawful for an owner of a dog to allow or permit such dog to pass upon the premises of another.
- (B) It shall be unlawful for an owner of a dog to allow or permit such dog to run at large. Dogs may not run at large in any city park, public sidewalk, or trail. Dogs that are not properly attached to a leash 6 feet or less in length, or other similar physical restraint, shall be deemed at large.
- (C) It shall be unlawful for an owner of a dog to allow or permit such dog to cause serious annoyance or disturbance to any person by frequent and habitual howling, yelping, barking or otherwise; or by running after or chasing persons, bicycles, automobiles or other vehicles.
- (D) 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.
- (E) The provisions of Subsections (A) and (B) shall not apply to dogs being run by an employee of the City or by a person, including the person's employee, under contract with the City of Storm Lake for the purpose of controlling and minimizing the presence of geese in the City parks or other property owned by the City.

Section 8-3-6 Impounding

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

Section 8-3-7 Municipal Infraction

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

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 5th day of August, 2024.

PASSED on its second consideration the 19th day of August, 2024.

PASSED AND APPROVED on its third consideration this 3rd day of September, 2024.

CITY OF STORM LAKE, IOWA

By: Micheal Porsch, Mayor

ATTEST: Mayra A. Martinez, City Clerk

Cats

Mayor Porsch opened the public hearing on 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 stating this was the time and place for any comments. Hearing no additional comments from the Public or City Council, Mayor Porsch closed the public hearing.

Moved by Council Member McKeon to approve first 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, by repealing and replacing Chapter 8-4 pertaining to Animal Control. Seconded by Council Member Martinez. Roll call vote: All ayes. Motion carried.

Ordinance New Subsection 8-1 -1(A)(18) Domestic Pigeons

Mayor Porsch opened the public hearing 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 with the corporate limits of Storm Lake, Iowa stating this was the time and place for any comments.

Peg Flynn at 517 Cayuga Street commented that she has a neighbor with several pigeons who releases them daily and the pigeons fly a continuous pattern around her house. The pigeons' droppings have ruined furniture and poses a health issue. The pigeons are not banded. My concern is who is going to enforce the ordinance of only having ten pigeons. Also, if the neighbor can only have ten pigeons, I feel that their flight pattern won't change and I will still have the same problems.

Jamie Dreith at 315 Lake Avenue asked who do we report this information to for pigeons after the ordinance is passed.

City Manager Keri Navratil commented that any issues can be reported to City code enforcement or the police department

Hearing no additional comments from the Public or City Council, Mayor Porsch closed the public hearing

Moved by Council Member McKinney to approve first reading of 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 Chapt3r 8-1, Nuisances, to regulate the keeping of domestic pigeons within the corporate limit of Storm Lake, Iowa. Seconded by Council Member Martinez. Roll call vote: All ayes. Motion carried.

City Council Requested Items / City Council Updates – No items at this time.

Adjourn – Moved by Council Member Ramos to adjourn at 5:42pm. Seconded by Council Member McKinney. Vote: All ayes. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Martha Smith

NAME OF BUSINESS(DBA)

PRO DAY SPA

BUSINESS

(712) 732-6064

ADDRESS OF PREMISES

111 Sale Barn Road

PREMISES SUITE/APT NUMBER

Suite 9

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

111 Sale Barn Road

CITY

Storm Lake

STATE

Iowa

ZIP

50588

Contact Person

NAME

Martha F Smith

PHONE

(712) 299-5615

EMAIL

nailartgreen@yahoo.com

License Information

LICENSE NUMBER

WCN000325

LICENSE/PERMIT TYPE

Special Class C Retail Native
Wine License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

Sep 14, 2024

EXPIRATION DATE

Sep 13, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Special Class C Retail Native Wine License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

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

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Aug 14, 2024

POLICY EXPIRATION DATE

Sep 14, 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

09/16/2024

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: Motion to Approve Drainage District #13 Invoices

BACKGROUND: Per the County Auditor, we can add a stamp warrant to the Drainage District #13 invoices. The process involves the City Council approving the invoices and authorizing the Mayor to add his signature of approval. Once signed, the invoices will be delivered to the County Auditor, who will issue a stamp warrant to the vendor as a form of payment for services. Additionally, a levy will eventually need to be requested by the City Council for further processing.

FISCAL IMPACT:

RECOMMENDATION: Motion to Approve Drainage District #13 Invoices and authorize the Mayor to sign "approve" to the invoices.

ATTACHMENTS:

[County Auditor process.pdf](#)

[Invoice #00022 \(Beck Engineering\) - Drainage District.pdf](#)

[Invoice #00015 \(Beck Engineering\) - Drainage District.pdf](#)

[Invoice #0024 \(Beck Engineering\) - Drainage District.pdf](#)

[Invoice #00025 \(Beck Engineering\) - Drainage Ditch.pdf](#)

[10302023 Invoice #00026 \(Beck Engineering\) - Drainage District.pdf](#)

[Invoice #00027 \(Beck Engineering\) - Drainage District.pdf](#)

[01262024 Invoice #SJ248260 \(Storm Lake Tims - 67.28\) - Drainage District.pdf](#)

[Invoice #136 \(Hudson Law Firm\) - Drainage District.pdf](#)

[Invoice #00028 \(Beck Engineering\) - Drainage District.pdf](#)

[Invoice \(Buena Vista County\) - Drainage District.pdf](#)

[Invoice #00011 \(Beck Engineering\) - Drainage District.pdf](#)

[Invoice #00029 \(Beck Engineering\) - Drainage District.pdf](#)

[Invoice #00013 \(Beck Engineering\) - Drainage District.pdf](#)

[Invoice #00018 \(Beck Engineering\) - Drainage District.pdf](#)

[Invoice #00020 \(Beck Engineering\) - Drainage District.pdf](#)

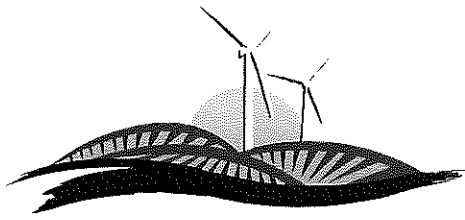
[Invoice #00030 \(Beck Engineering\) - Drainage District.pdf](#)

[Invoice #00030 \(Beck Engineering\)](#)

[Invoice #00031 \(Beck Engineering\) - Drainage District](#)

[Invoice #00032 \(Beck Engineering\)](#)

Invoice #00033 (Beck Engineeringf
Invoice #00034 (Beck Engineering)
Invoice #00035 (Beck Engineering)
Invoice #00036 (Beck Engineering)



Buena Vista County

BEAUTIFUL VIEW

August 9, 2024

Mayra Martinez, City Clerk
City of Storm Lake
P O Box 1086
Storm Lake, IA 50588

Dear Mayra,

My Drainage Deputy, Kristina Konradi, told me that you had questions about the administration of Drainage District #25, and paying invoices. After reviewing prior communications on this matter, I will list below the process that should be followed when you have invoices to be paid for one of your city drainage districts:

- Your council needs to approve the invoice, and the Mayor should put his signature of approval on the invoice and forward it to the Auditor's Office.
- We will write a stamped warrant to the vendor on the invoice, with our regular claims pay date, which is every other Tuesday. This is assuming there isn't a fund balance in the drainage district.
- This stamped warrant will be given to the vendor and will accumulate 5% interest.
- When the City Council decides to order a "levy" on the parcels within the drainage district, they would need to approve such levy in their minutes, and then send the approval to levy on the district by early May to the County Auditor's office, for preparation of assessment schedules in June, and for collection with 1st half taxes. In those cases where assessments are large enough, a waiver payment plan can be approved also.
- Once taxes start coming into the drainage district, the "stamped warrants" are called in, and the vendor is paid for the face amount of the warrant plus the accumulated interest at 5%.

I hope this helps explain the process. If you have further questions, don't hesitate to contact my office.

Thank you!

Sue Lloyd, County Auditor

Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
Keri Navratil
PO Box 1086
Storm Lake, IA 50588

Invoice number 00022
Date 07/31/2023

Project **2023 Storm Lake Drainage District Engineering**

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the City of Storm Lake, Iowa.

Invoice Summary

Description

CIVIL ENGINEERING

Total

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	1.25	170.00	212.50
Engineering Technician I	4.00	75.00	300.00
Administration	0.25	70.00	17.50
Professional Fees subtotal	5.50		530.00
Invoice total			530.00

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.

Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
Keri Navratil
PO Box 1086
Storm Lake, IA 50588

Invoice number 00015
Date 08/30/2022

Project **2022 Storm Lake Drainage District Engineering**

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the City of Storm Lake, Iowa.

Invoice Summary

Description

CIVIL ENGINEERING

Total

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	0.75	160.00	120.00
Engineering Technician I	1.00	70.00	70.00
Administration	0.25	65.00	16.25
Professional Fees subtotal	2.00		206.25
Invoice total			206.25

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.

Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
Keri Navratil
PO Box 1086
Storm Lake, IA 50588

Invoice number 00024
Date 09/05/2023

Project **2023 Storm Lake Drainage District Engineering**

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the City of Storm Lake, Iowa.

Invoice Summary

Description	Total
CIVIL ENGINEERING	

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	3.25	170.00	552.50
Administration	0.50	70.00	35.00
Professional Fees subtotal	3.75		587.50
Invoice total			587.50

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.

Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
Keri Navratil
PO Box 1086
Storm Lake, IA 50588

Invoice number 00025
Date 10/02/2023

Project **2023 Storm Lake Drainage District Engineering**

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the City of Storm Lake, Iowa.

Invoice Summary

Description	Total
CIVIL ENGINEERING	

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	1.00	170.00	170.00
Administration	0.25	70.00	17.50
Professional Fees subtotal	1.25		187.50
Invoice total			187.50

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.

Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
Keri Navratil
PO Box 1086
Storm Lake, IA 50588

Invoice number 00026
Date 10/30/2023

Project **2023 Storm Lake Drainage District Engineering**

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the City of Storm Lake, Iowa.

Invoice Summary

Description

CIVIL ENGINEERING

Total

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	4.50	170.00	765.00
Administration	0.50	70.00	35.00
Professional Fees subtotal	5.00		800.00
Invoice total			800.00

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.



Civil Engineering • Land Surveying
Landscape Architecture

Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
Keri Navratil
PO Box 1086
Storm Lake, IA 50588

Invoice number 00027
Date 12/04/2023

Project **2023 Storm Lake Drainage District
Engineering**

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the City of Storm Lake, Iowa.

Invoice Summary

Description

CIVIL ENGINEERING

Total

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	3.75	170.00	637.50
Administration	1.00	70.00	70.00
Professional Fees subtotal	4.75		707.50
Invoice total			707.50

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.

Storm Lake Times Pilot

Buena Vista County's Hometown Newspaper

ADVERTISING GUIDE AURELIA STAR

220 W. Railroad St. • PO Box 487
Storm Lake, IA 50588-0487
(712) 732-4991 accounting@stormlake.com

INVOICE

Invoice #: SJ248260

Date: 1/26/2024

Page: 1

Bill To:

Drainage District 13
PO Box 1086
Storm Lake, IA 50588

Your Order #:

Terms: Net EOM after EOM

DESCRIPTION

AMOUNT

Legal - Drainage District Trustees Meeting 1/15/24 Minutes

\$67.28

AMOUNT DUE:

\$67.28

----- Payment Slip -----

To insure proper credit, include this portion with your check to the address shown.
If you're paying multiple invoices at one time, submit each invoice stub that you would like your payment applied to.

Payable to:

Drainage District 13

Storm Lake Times Pilot
PO Box 487
Storm Lake, IA 50588-0487

Invoice SJ248260

AMOUNT DUE: \$67.28

HUDSON LAW FIRM
 321 N Main
 PO Box 210
 Pocahontas, IA 50574
 Cell Phone 712-358-2677

Invoice

DATE	INVOICE #
2-18-24	136

BILL TO
City of Storm Lake P.O. Box 1086 Storm Lake, IA 50588

DUE DATE

DESCRIPTION	QTY	RATE	AMOUNT
1/15/24 City, attended zoom mtg re: DD13 w/ City council, engineer & landowners	1	300.00	300.00
1/16/24 DD13 Tele conf 2/John Height re: 1/15/24 meeting & process going forward	0.75	300.00	225.00
1/23/24 dd13 sent petition form to city clerk w/copy to Beck Engineering	0.25	300.00	75.00
1/24/24 dd13 tele conf w/ city clerk re: publishing minutes & pay with stamped warrants	0.33		100.00
2/13/24 City - zoom mts w/ city officials re:drainage procedure & general drainage process	0.75	300.00	225.00

Make all checks to Hudson Law Firm. If you have any questions please contact Jim Hudson

Total	925.00
Balance Due	925.00



Civil Engineering • Land Surveying
Landscape Architecture

Beck Engineering

PO Box 238

Spirit Lake, IA 51360

712-336-3596

Storm Lake Drainage District #13

%City of Storm Lake

Keri Navratil

PO Box 1086

Storm Lake, IA 50588

Invoice number 00028

Date 01/03/2024

Project **2023 Storm Lake Drainage District
Engineering**

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the
City of Storm Lake, Iowa.

Invoice Summary

Description

CIVIL ENGINEERING

Total

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	1.00	170.00	170.00
Administration	0.25	70.00	17.50
Professional Fees subtotal	1.25		187.50
Invoice total			187.50

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.



**Beck Engineering**

PO Box 238
 Spirit Lake, IA 51360
 712-336-3596

Storm Lake Drainage District #13
 %City of Storm Lake
 Keri Navratil
 PO Box 1086
 Storm Lake, IA 50588

Invoice number 00011
 Date 01/31/2022
 Project **2022 Storm Lake Drainage District Engineering**

Professional Services Rendered as Follows: Civil engineering services for storm water management for the City of Storm Lake, Iowa.

Invoice Summary

Description

CIVIL ENGINEERING

Total

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer II	1.25	150.00	187.50
Professional Engineer III	1.50	160.00	240.00
Administration	1.00	65.00	65.00
Professional Fees subtotal	3.75		492.50
Invoice total			492.50

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.



Civil Engineering • Land Surveying
Landscape Architecture

Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
PO Box 1086
Storm Lake, IA

Invoice number 00029
Date 02/05/2024

Project **2024 Storm Lake Drainage District Engineering**

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the City of Storm Lake, Iowa.

Invoice Summary

Description

CIVIL ENGINEERING

Total

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	24.50	177.00	4,336.50
Administration	1.00	70.00	70.00
Professional Fees subtotal	25.50		4,406.50
Invoice total			4,406.50

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.



Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
Keri Navratil
PO Box 1086
Storm Lake, IA 50588

Invoice number 00013
Date 04/04/2022

Project **2022 Storm Lake Drainage District Engineering**

Professional Services Rendered as Follows: Civil engineering services for storm water management for the City of Storm Lake, Iowa.

Invoice Summary

Description

CIVIL ENGINEERING

Total

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	0.50	160.00	80.00
Administration	0.50	65.00	32.50
Professional Fees subtotal	1.00		112.50
Invoice total			112.50

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.

Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
Keri Navratil
PO Box 1086
Storm Lake, IA 50588

Invoice number 00018
Date 06/05/2023

Project **2023 Storm Lake Drainage District Engineering**

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the City of Storm Lake, Iowa.

Invoice Summary

Description

CIVIL ENGINEERING

Total

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	8.25	170.00	1,402.50
Project Surveyor V	1.50	120.00	180.00
Engineering Technician I	3.50	75.00	262.50
Administration	0.50	70.00	35.00
Professional Fees subtotal	13.75		1,880.00

Reimbursables

	Units	Rate	Billed Amount
Courthouse Recording Fees			41.72
Invoice total			1,921.72

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.

Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
Keri Navratil
PO Box 1086
Storm Lake, IA 50588

Invoice number 00020
Date 06/30/2023

Project **2023 Storm Lake Drainage District Engineering**

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the City of Storm Lake, Iowa.

Invoice Summary

Description

CIVIL ENGINEERING

Total

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	2.50	170.00	425.00
Engineering Technician I	3.75	75.00	281.25
Administration	0.50	70.00	35.00
Professional Fees subtotal	6.75		741.25
Invoice total			741.25

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.



Civil Engineering • Land Surveying
Landscape Architecture

Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
PO Box 1086
Storm Lake, IA

Invoice number 00030
Date 03/04/2024

Project **2024 Storm Lake Drainage District Engineering**

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the City of Storm Lake, Iowa.

Invoice Summary

Description

CIVIL ENGINEERING

Total

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	1.00	177.00	177.00
Administration	0.50	70.00	35.00
Professional Fees subtotal	1.50		212.00
Invoice total			212.00

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.



Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
PO Box 1086
Storm Lake, IA

Invoice number 00030
Date 03/04/2024

Project **2024 Storm Lake Drainage District Engineering**

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the City of Storm Lake, Iowa.

Invoice Summary

Description	Total
CIVIL ENGINEERING	

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	1.00	177.00	177.00
Administration	0.50	70.00	35.00
Professional Fees subtotal	1.50		212.00
Invoice total			212.00

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.

Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
PO Box 1086
Storm Lake, IA

Invoice number 00031
Date 04/01/2024

Project **2024 Storm Lake Drainage District Engineering**

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the City of Storm Lake, Iowa.

Invoice Summary

Description	Total
CIVIL ENGINEERING	

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	10.25	177.00	1,814.25
Administration	1.00	70.00	70.00
Professional Fees subtotal	11.25		1,884.25
Invoice total			1,884.25

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.

Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
PO Box 1086
Storm Lake, IA

Invoice number 00032
Date 04/29/2024

Project 2024 Storm Lake Drainage District
Engineering

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the City of Storm Lake, Iowa.

Invoice Summary

Description	Total
CIVIL ENGINEERING	

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	4.00	177.00	708.00
Administration	0.50	70.00	35.00
Professional Fees subtotal	4.50		743.00
Invoice total			743.00

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.



Civil Engineering • Land Surveying
Landscape Architecture

Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
PO Box 1086
Storm Lake, IA

Invoice number 00033
Date 06/03/2024

Project **2024 Storm Lake Drainage District Engineering**

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the City of Storm Lake, Iowa.

Invoice Summary

Description

CIVIL ENGINEERING

Total

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	82.75	177.00	14,646.75
Project Surveyor II	0.75	99.00	74.25
Survey Technician I	5.00	68.00	340.00
Administration	1.00	70.00	70.00
Professional Fees subtotal	89.50		15,131.00

Reimbursables

	Units	Rate	Billed Amount
GPS/Robotic Total Station Hours	2.50	50.00	125.00

Invoice total **15,256.00**

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.



Civil Engineering · Land Surveying
Landscape Architecture · Architecture

Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
PO Box 1086
Storm Lake, IA

Invoice number 00034
Date 07/01/2024

Project **2024 Storm Lake Drainage District Engineering**

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the City of Storm Lake, Iowa.

Invoice Summary

Description	Total
CIVIL ENGINEERING	

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	51.50	177.00	9,115.50
Administration	1.00	70.00	70.00
Professional Fees subtotal	52.50		9,185.50
Invoice total			9,185.50

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.



Civil Engineering · Land Surveying
Landscape Architecture · Architecture

Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
PO Box 1086
Storm Lake, IA

Invoice number 00035
Date 08/05/2024

Project **2024 Storm Lake Drainage District Engineering**

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the City of Storm Lake, Iowa.

Invoice Summary

Description

CIVIL ENGINEERING

Total

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer V/Land Surveyor	3.00	198.00	594.00
Professional Engineer III	94.75	177.00	16,770.75
Engineering Technician II	6.00	88.00	528.00
Administration	1.00	70.00	70.00
Professional Fees subtotal	104.75		17,962.75
Invoice total			17,962.75

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.



Civil Engineering · Land Surveying
Landscape Architecture · Architecture

Beck Engineering

PO Box 238
Spirit Lake, IA 51360
712-336-3596

Storm Lake Drainage District #13
%City of Storm Lake
PO Box 1086
Storm Lake, IA 50588

Invoice number 00036
Date 09/03/2024

Project **2024 Storm Lake Drainage District Engineering**

Professional Services Rendered as Follows: Civil engineering services for drainage district engineering for the City of Storm Lake, Iowa.

Invoice Summary

Description	Total
CIVIL ENGINEERING	

Professional Fees

	Hours	Rate	Billed Amount
Professional Engineer III	10.25	177.00	1,814.25
Administration	1.00	70.00	70.00
Professional Fees subtotal	11.25		1,884.25
Invoice total			1,884.25

All amounts shown are payable in US dollars. All accounts not paid in full within 30 days will be subject to a finance charge at the rate of 1.5% per month on the unpaid balance. We accept checks or cash only.

Staff Summary

09/16/2024

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: Scott Olesen Building & Code Compliance Director

SUBJECT: **Resolution No. 24-R-2024-2025 Approving Setting A 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:

- Cost of Attorney fees and publication expense estimated at \$300.00.

RECOMMENDATION:

Approve the motion to set the Public Hearing in the Council Chambers, located in City Hall at 620 Erie Street, Storm Lake, Iowa on Monday, October 7th, 2024 at 5:00 p.m. for a request by Buena Vista Regional Medical Center for an easement for a fence on City ROW on West Sixth Street and Pleasantview Drive.

ATTACHMENTS:

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 21, 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 21, 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

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

Staff Summary

09/16/2024

Agenda Item # D.4.



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

REPORT TO: Honorable Mayor & Council

FROM: 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

\$ 147,538.81

Contract/Agreement	870,227.12
Local	36,840.42
Non-Local	196,724.86
Payroll/UB Refunds/Pyrl Tax & Ins	<u>150,995.19</u>
TOTAL EXPENSES:	\$ 1,402,326.40

RECOMMENDATION: Approve Buy Local Information

ATTACHMENTS:

[9/16/2024 Expense Report.pdf](#)



Storm Lake, IA

Buy Local_v1

Payment Date Range: 09/05/2024 - 09/18/2024

Vendor Name	Vendor Number	Payable Description	Total Payments
BVC			
Buena Vista County Solid Waste	001035	Recycling	158.08
Buena Vista County Treasurer	001155	1st Half FY2025 Property Tax	146,440.00
Joyce's Greenery LLC	001062	Spooner Family Sign- August 2024	770.00
Power Solutions, Inc	001465	Electrical Repairs	170.73
		BVC Total:	147,538.81
Contract/Agreement			
Bolton & Menk, Inc	001024	Construction Services	126,540.11
Charles Sargent Irrigation Company, Inc	001209	Test Well Drilling	80,258.00
I & S Group, Inc	001103	General Engeineering Sevices	30,885.95
Landmark Structures I, LP	002489	Pay #4 of Tower 5 Construction	480,130.00
Reding's Gravel & Excavating Co., Inc	001132	Rock	633.94
SCE, LLC	001344	Well 11 Services	22,964.79
Voltmer, Inc	002303	Pay #3 of Runway 17/35 Lighting	128,814.33
		Contract/Agreement Total:	870,227.12
Local			
Central Bank	001025	Services	1,345.28
Culligan Water Storm Lake	001071	Water Supplies	131.25
Graham Tire	001093	Tire Repair	73.04
Iowa Office Supply Inc	001037	Office Supplies	81.03
Jim Bartholomew	001069	September 2024 Airport Contract	6,136.21
Jones Nursery, LLC	002337	Mums	175.92
Lake Animal Hospital	001029	Bd & Disp Cats	805.00
Long Lines	001077	Fax Line & Emergency Line Service	1,385.30
Melanders TV & Appliances	001673	Service Call	55.00
North Lake Truck Repair	001177	Spring Repairs	561.49
Plumbing & Heating Wholesale, Inc	001126	Filters	132.46
Qwest Corporation	001070	Phone Service	83.53
Rebnord Technologies, Inc	001091	Monthly Recurring Services	13,630.41
Rent-All, Inc	001210	Cutting Blade	625.00
Siouxland Certified Testing Services, Inc	001190	Memorial Road Testing	4,319.50
Smith Concrete Service Inc	001134	Concrete	928.00
Stanton Electric, Inc	001264	Site 303 Repairs	107.88
Storm Lake Ace Hardware	001216	Supplies	1,143.92
Storm Lake Hydraulics Co, Inc	001089	Hyd Hose	107.49
The Storm Lake Times	001214	August 2024 Publications	1,175.95
Verizon Wireless Services LLC	001075	Cell Phone Service	3,574.42
Visual Edge Inc	001063	Copier Maintenance Agreement	262.34
		Local Total:	36,840.42
Non-Local			
120 Water Audit, Inc	002214	FY2025 Subscription	5,408.00
Ahlers & Cooney, P.C.	001023	Labor Relations	3,750.00
ATCO Manufacturing Company	002172	Degreaser	6,170.08
Baker & Taylor, Inc	001957	Books	115.49
Barnes & Noble Booksellers, USA Inc	001274	Books	246.86
Bend Mailing Services, LLC	002013	Bill Printing Services	4,186.21
Bluegrass Playground Inc	001948	Playground Parts	1,190.00
Boji Portable Toilets Inc	001133	Portable Toilet Rental	1,180.00
Brodart Co.	001009	Books	972.32
Chem-Sult, Inc	001337	Sodium Chlorite	4,290.32
Cintas First Aid & Safety	001094	First Aid Supplies- Less Tax	225.63

Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Elliot Equipment Company	001681	Regulator	700.99
Foundation Analytical Laboratory, Inc	001100	Testing Services	2,764.50
Hach Company	001034	Testing Supplies	999.02
Hallett Materials	001428	Sand	676.22
Harlan Publishing, LLC	002537	Advertising	772.92
Hawkins, Inc	001112	Pump	2,770.31
HD Supply, Inc	001336	Check Valve	913.28
Housby Heavy Equipment, LLC	001443	Loader Repairs	6,293.15
Hupp Electric Motors	001500	Hoist Inspection	2,970.00
Ingram Library Services, Inc	001268	Books	182.88
International Association of Fire Chiefs	001557	FY2025 Membership- SO#000275294	215.00
Iowa Department of Public Safety	001782	Quarterly IOWA System	376.50
Iowa Department of Transportation	001341	Sign Posts	2,803.75
Iowa League of Cities	001117	Membership Dues	5,471.00
Iowa Parks and Recreation Association	002144	Membership- Hoffman	75.00
Iowa Stormwater Education Partnership	001208	2024 Conf Reg- Woltman	250.00
James M. Sweeney & Associates, Inc	001101	Background Check	74.50
Junior Library Guild	001672	Books	721.42
Kasperbauer Cleaners, Inc	002435	Entrance Mat Service	40.62
Kiesler Police Supply, Inc	001640	Ammo	2,359.00
Linde Inc	001111	Carbon Dioxide	3,125.43
Magline Inc	001448	Power Drive System	1,625.06
Martin Marietta Materials, Inc	001429	Rock	999.60
Matthew D. Wilber	002536	Training Services	585.00
Med-Tech Resources, Inc	001278	Batteries	727.61
Midwest Tape, LLC	001275	DVDs	90.71
Mississippi Lime Company	001095	Lime	39,422.64
MRA Custom Applications, LLC	001553	Lime Sludge Hauling	19,142.59
NW Iowa Planning & Development Comn	001102	SHIELD Draw FY2025	3,500.00
OPG-3 Inc	001319	Laserfiche Subscription	3,058.66
Outdoor Recreation Products	001135	Playground Parts	298.20
Petersen Manufacturing	001088	Plaque	100.43
Pitney Bowes	001182	Postage Machine Agreement	244.50
Pitney Bowes Inc	001181	Postage	1,500.00
RJ Thomas Manufacturing Compnay, Inc	001090	Gate Replacement	10,015.00
Salus LLC	001006	July 2024 Memberships	20.00
Schumacher Elevator Company	001200	Elevator Maintenance	238.78
Siouxland Turf Products	001131	Ball Washer Towels	175.00
State Industrial Products Corporation	002309	WW Program	3,284.68
Team One Network, LLC	002539	Training Registration- Munden	350.00
Tometich Engineering, Inc	002187	Engineering Services	1,386.00
Underground Location Company	001194	Locate Services	104.60
UnityPoint Clinic- Occupational Medicine	001315	Testing Services	210.00
UnityPoint Health Trinity Regional Medic	001781	Physical- Garcia	764.60
W. W. Grainger, Inc	001085	Motor	875.80
WesTech Engineering, Inc	001656	Basin 2 Repairs	45,715.00
Non-Local Total:			196,724.86
Payroll/Refunds			
Beth Ann Dawson McPherran	001434	August 2024 Homebound Deliveries	19.77
Custodian of Petty Cash	001272	August 2024 Postage	33.97
Custodian of Petty Cash- Jean Cashman	001470	Postage	101.05
Ryan Piercy	002538	7/9/24 Release	72.60
Payroll/Refunds Total:			227.39
Grand Total:			1,251,558.60

Staff Summary

09/16/2024

Agenda Item # D.5.



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

REPORT TO: Honorable Mayor & Council
FROM: Chris Cole Police Chief
SUBJECT: SLPD City Code Enforcement Summary
BACKGROUND: 8/27/2024 TO 9/10/2024

Tall Grass and Weeds - 40

Accumulate Junk - 12

Parking Restricted to hard surfaces - 1

Accumulate Trash - 5

Total: 58

Citations - 0

White Summons - 17

FISCAL IMPACT: None

RECOMMENDATION: None

ATTACHMENTS:

Staff Summary

09/16/2024

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: Keri Navratil City Manager

SUBJECT: **Motion to Approve Noise Variance Request from Becky Matheson**

BACKGROUND: Attached is a request from Becky Matheson at 702 Vestal.

FISCAL IMPACT:

RECOMMENDATION: City Council will consider request.

ATTACHMENTS:
[Music ordinance Request.txt](#)

From: Becky Matheson <beckymatheson1965@gmail.com>
Sent: Wednesday, September 4, 2024 12:38 PM
To: Keri Navratil
Subject: Music ordinance

This is Becky Matheson and I was wondering if you would please reconsider It that I can please play and sing karaoke on my amplifier karaoke machine on Only two days a week, old-time school, music and gospel in hymns on Sundays. Please reconsider for me to do this Thursdays or Fridays And Sunday, gospel, music and hymns till 9:30 PM my neighbors really enjoy sitting outside with their families and listen from what they have told me and also the people across the street from me they have a high school student and sometimes they have their friends there and also a college student that has her friends come sometime and sit and listen. This is my way of coping with depression and when I am upset about something so can you please reconsider this for me? Thank you so much and God bless each and everyone of you. I only do it twice a week. My neighbor on each side Of me and the two houses across the street from me, all said that they love to sit and listen to it in the garage and in their backyard and Sits on their porch with their windows cracked. please reconsider it thank you so much and have a blessed day.

Staff Summary

09/16/2024

Agenda Item # F.2.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Iowa Lakes Corridor Update**

BACKGROUND: Curt Strouth, President and CEO of the Iowa Lakes Corridor will provide their quarterly update to Council.

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

ATTACHMENTS:

Staff Summary

09/16/2024

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: Dana Larsen

SUBJECT: **Resolution No. 25-R-2024-2025 Change Of Road Closing Time For Chills And Thrills Event.**

BACKGROUND: Storm Lake United is requesting an adjustment to the street closing time for the Chills and Thrills event on Saturday, October 6. With the adjustment, the event would run from 10 a.m.-noon. Street closure for the 500-700 blocks of Lake Avenue, and the noise variance, are requested to be from 9 a.m.-12:15 p.m. to allow participants time to set up before the event and clean up afterward before reopening to traffic.

FISCAL IMPACT: None.

RECOMMENDATION: Approve Resolution No. 25-R-2024-2025 Change Of Road Closing Time For Chills And Thrills Event.

ATTACHMENTS:

[Resolution No. 25-R-2024-2025 - Temporarily Closing Street - Chills and Thrills Oct 26 2024.docx](#)
[Request to amend hours for Chills and Thrills event.docx](#)
[Street closure map.jpg](#)

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

September 10, 2024

City of Storm Lake

Honorable mayor and city council:

Storm Lake United would like to request an adjustment in the time for street closures and noise variances for the 500-700 blocks of Lake Avenue during our Chills and Thrills Trick-or-Treating event on Saturday October 26th. This family-oriented event was previously scheduled from 9:00-11:00. After speaking with businesses, we would like to adjust that timeframe to 10:00-noon. We are requesting street closure from 9:00-12:15 to allow participating businesses adequate time to arrange storefronts and stations before the event and also to have time to safely clean up afterwards before the streets reopen.

Chills and Thrills is a family-friendly event designed to bring our community together for a fun and festive morning filled with activities and drive thousands of potential shoppers downtown. Granting this request will be instrumental in ensuring a successful and safe event for everyone involved.

Please let me know if there are any additional requirements to facilitate this request. We appreciate your consideration and look forward to working together to make this event a great success for the Storm Lake community.

Should you have any questions or require further information, please feel free to contact me directly at 712.299.8217 or via email at: jacque@stormlakeunited.com

Sincerely,
Jacque Olson
Community Events Coordinator
Storm Lake United



Barricade locations / Chills&Thrills 2024



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Staff Summary

09/16/2024

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: **Public Hearing On Fiscal Year 2024-2025 Budget Amendment**

BACKGROUND: The City is required to amend the budget anytime expenses are estimated to exceed the prior authorized budget authority as set by City Council.

Prior to adoption of the budget amendment the City must hold a public hearing and publish notice. The Public Notice, published on Friday, September 6th, shows the Amendment details and is attached for your review.

FISCAL IMPACT: None.

RECOMMENDATION: Hear comments
Close Public Hearing

ATTACHMENTS:
[PublicHearingNotice Amendment #1](#)

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.				

Staff Summary

09/16/2024

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: Tyler Gibbins Staff Accountant

SUBJECT: **Resolution No. 26-R-2024-2025 Amending the Fiscal Year 2024-2025 Budget**

BACKGROUND: Iowa Code requires an Amendment of Current Budget prior to any Program Expenses exceed the previous approved Budget.

FISCAL IMPACT: The Total Net Fiscal Impact of this Amendment is \$4,185,595.

RECOMMENDATION: Approve Resolution 26-R-2024-2025 Amending the Fiscal Year 2024-2025 Budget

ATTACHMENTS:
[Resolution No. 26-R-2024-2025 - FY24-25_Budget_Amendment_Resolution.doc](#)
[PublicHearingNotice Amendment #1](#)

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

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of STORM LAKE				
Fiscal Year July 1, 2024 - June 30, 2025				
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Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
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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
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EXPENDITURES & OTHER FINANCING USES				
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Public Works	17	2,120,229	0	2,120,229
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Culture and Recreation	19	2,011,863	0	2,011,863
Community and Economic Development	20	1,134,847	0	1,134,847
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Explanation of Changes: Movement of Capital Improvement Project, Memorial Road Street and Utilities Project, into this year's budget.				

Staff Summary

09/16/2024

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. 27-R-2024-2025 To Approve a Professional Services Agreement with ISG for Design and Construction Services for New Production Well No. 23 Project.**

BACKGROUND: As part of the City's capital improvement plan for water infrastructure, design of a new shallow alluvial aquifer well was scheduled for FY2025. Earlier this year, Council authorized Sargent Drilling to perform exploratory test well drilling to identify possible locations for a new shallow well, which was also a component of the City's CIP. Of the three sites explored, one of the sites produced a satisfactory test well with adequate water supply to sustain a full production well.

The site identified for a new shallow well is directly adjacent to Production Well No. 22, which the City recently awarded construction to King Construction. Since Well No. 22 and Well No. 23 will draw water from different aquifers, they can be located on the same property in close proximity to one another. As such, ISG and city staff have identified an opportunity to make modifications to the current Well No. 22 well house building and associated improvements that will allow the City to realize substantial cost savings for the Well No. 23 project. Authorizing ISG to proceed with the design of Well No. 23 will allow them an opportunity to modify the plans for the Well No. 22 project to share the well house building and electrical controls, and make piping modifications to accommodate adding Well No. 23 as a subsequent project. Based on those modifications, ISG will work with King Construction to draft a change order for the Well No. 22 project to present to Council and the City's funding agencies for approval and design the Well No. 23 project around those changes.

It is anticipated that Well No. 23 plans and specifications will be completed this fall, and the project will bid next spring with construction commencing in July of 2025.

FISCAL IMPACT: The agreement with ISG has an estimated value of \$175,500.00

RECOMMENDATION: Approve Resolution No. 27-R-2024-2025 Approving the Agreement with ISG for Engineering and Construction Services for Production Well No. 23 Project.

ATTACHMENTS:

[Storm Lake Agreement for Well #23.pdf](#)

[Resolution No. 27-R-2024-2025 - WELL NO. 23 Engineering ISG for services.docx](#)

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 16, 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 – Production Well No. 23** ("Project").

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

A. Preliminary Engineering Report

Engineer has previously prepared a Preliminary Engineering Report outlining the Project necessity, options for placement, sizing, Engineer's Estimate of Cost for the options evaluated, and final recommendations for drinking water wells. Engineer has reviewed the Preliminary Engineering Report with the Owner for concurrence and has previously submitted the Report to the Iowa Department of Natural Resources (Iowa DNR) for review and approval.

B. SRF Intended Use Plan (IUP) Application

Engineer will complete the SRF IUP Application to allow the project to become eligible for SRF construction loan financing. Engineer will also complete the SRF Environmental Assessment checklist as part of the IUP application.

C. Topographic Survey

Engineer will perform a topographic survey of the surrounding site and related utility infrastructure to generate site plans in design and prepare any easements exhibits as necessary.

D. Well Siting Assessment

A previous test well was drilled adjacent to existing Well #15 and the drilling log and pump test results show the site is a strong candidate for a buried sand and gravel aquifer at a depth of approximately 140 feet below grade with an approximate production of 500-600 gpm. The existing City parcel will have space constraints for siting a new well. Engineer will prepare a variance request for well separation distances and submit to IDNR for consideration. If necessary, Engineer will assist with exhibits, easements, and other documentation associated with well site acquisition if the variance is denied by IDNR.

E. Alluvial Aquifer Well Design

Prepare final Plan and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor. Revise Plans and Specifications as needed in response to review by Owner, Stakeholders, and applicable Public Agencies. Provide Owner with opinion of probable

construction cost. Meet with Owner at 90% design completion to review the Plans, Specifications, and opinion of probable construction cost. Provide final Plans and Specifications signed by licensed engineers to Owner.

F. Well Permitting

Engineer will submit final Plans and Specifications to Iowa DNR along with necessary permit schedules to obtain a construction permit from IDNR. Engineer will also submit a water use permit amendment to Iowa DNR Water Supply Section.

G. Bid Administration

Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors and revise bidding documents as needed. Assist with bid solicitation through notification and invitation of contractors, furnishing plans and specifications as requested, answer question of the contractors and Owner, issuance of addenda as necessary, attendance at the bid opening, preparation of recommendation of award letter, and contract preparation.

H. Construction Administration

Provide shop drawing review and participate in a Pre-Construction Conference prior to commencement of Work at the Site. Receive, review, and determine the acceptability of all schedules and requests that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, Schedule of Values, Pay Requests, and Change Orders. Perform visits to the project site at intervals appropriate to the various stages of construction. Provide American Iron and steel (AIS) and/or Build America, Buy America (BABA) compliance reviews (as-needed). Perform site walk-through to approve project close-out and provide project closeout documents. Provide progress updates to Owner.

I. Construction Staking

As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgement are necessary to enable Contractor to proceed. Provide construction survey for staking to enable Contractor to perform work.

J. Resident Project Representative

Provide the services of a Resident Project Representative (RPR) at the site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit A. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit A. Full time RPR has not been included, if required, billing would be at standard hourly rates attached in Appendix 1.

K. As-Build Drawings

As-built drawings will be prepared based on RPR's field notes, Contractor notes, and Owner or Owner's representative's input at the end of construction and identify any changes to the Plans and Specifications. Perform and provide alterations as deemed necessary.

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 **\$101,500.00**.

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

Preliminary Engineering Report	<u>\$N/A - previously completed</u>
Intended Use Plan (IUP) Application	<u>\$2,500.00</u>
Topographic Survey	<u>\$1,500.00</u>
Alluvial Aquifer Well Design	<u>\$77,000.00</u>
Well Permitting	<u>\$6,000.00</u>

Bid Administration

\$14,500.00

2. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employee's times standard hourly rates for each applicable billing class for all construction and material testing services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix I. This amount is estimated at **\$74,000.00**.

- a. The Time and Materials Phases included in the Proposal are subdivided as follows:

Construction Administration

\$42,000.00

Construction Staking

\$2,500.00

Resident Project Representative

\$27,000.00

As-Built Construction Drawings

\$2,500.00

- 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 16, 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 **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **September 16, 2024**.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

A1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of

the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.

- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.

- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

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

RESOLUTION NO. 27-R-2024-2025

**RESOLUTION APPROVING AN ENGINEERING AGREEMENT WITH ISG FOR DESIGN,
BIDDING, AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE NEW
PRODUCTION WELL NO. 23**

WHEREAS, the City has a need for professional engineering services related to the design, bidding, and construction management services of the project.; and

WHEREAS, the City has selected ISG through a competitive process to be the City's water treatment system engineer in October 2023.

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

Section 1. That the engineering services agreement in the amount of \$175,500.00 with I&S Group, Inc., of Mankato, Minnesota be approved by the City.

Section 2. The Mayor and City Clerk shall be authorized to sign the engineering services agreement on behalf of the City.

PASSED AND APPROVED THIS 16th day of September, 2024

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Staff Summary

09/16/2024

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: Keri Navratil City Manager

SUBJECT: **Resolution No. 28-R-2024-2025 Fixing Date For A Meeting 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.**

BACKGROUND: A Public Hearing will need to be set for 5:00 p.m. on October 7, 2024 in City Council Chambers.

Council proposes to take additional action for the authorization of one or more Loan and Disbursement Agreements 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 the said Loan and Disbursement Agreements, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility System, including those costs associated with the construction of a water well. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Water Utility System.

FISCAL IMPACT: Cost of publication.

RECOMMENDATION: Approve Resolution No. 28-R-2025-2024

ATTACHMENTS:

[Storm Lake \(143\) - Notice of Hearing 2024C Water SRF \(02402453x7F7E1\).docx](#)

[Resolution No. 28-R-2024-2025 - Fix Date Proceedings 2024C Water SRF \(02401977x7F7E1\).docx](#)

(To be published between: September 17, 2024 and October 3, 2024)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF STORM LAKE, STATE OF IOWA, ON THE
MATTER OF THE PROPOSED AUTHORIZATION OF ONE
OR MORE LOAN AND DISBURSEMENT AGREEMENTS
AND THE ISSUANCE OF NOT TO EXCEED \$3,000,000
WATER REVENUE CAPITAL LOAN NOTES, AND THE
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Storm Lake, State of Iowa, will hold a public hearing on the 7th day of October, 2024, at _____ .M., in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take additional action for the authorization of one or more Loan and Disbursement Agreements 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 the said Loan and Disbursement Agreements, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility System, including those costs associated with the construction of a water well. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Water Utility System.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this _____ day of _____, 2024.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

RESOLUTION NO. 28-R-2024-2025

**RESOLUTION FIXING DATE FOR A MEETING ON THE
AUTHORIZATION OF ONE OR MORE LOAN AND DISBURSEMENT
AGREEMENTS AND THE ISSUANCE OF NOT TO EXCEED \$3,000,000
WATER REVENUE CAPITAL LOAN NOTES OF THE CITY OF STORM
LAKE, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF
NOTICE THEREOF**

WHEREAS, it is deemed necessary and advisable that the City of Storm Lake, State of Iowa, should provide for the authorization of one or more Loan and Disbursement Agreements and the issuance of Water Revenue Capital Loan Notes, in one or more series, in the aggregate amount of not to exceed \$3,000,000, as authorized by Sections 384.24A and 384.83, Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Drinking Water Facilities Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note for each series in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreements and Note shall be payable solely and only out of the Net Revenues of the Municipal Water Utility System and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan and Disbursement Agreements and Notes; and

WHEREAS, before the Loan and Disbursement Agreements and Notes may be issued, it is necessary to comply with the provisions of the Code of Iowa, and to publish a notice of the proposal to issue such notes and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreements and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at _____ .M., on the 7th day of October, 2024, for the purpose of taking action on the matter of the authorization of one or more Loan and Disbursement Agreements and the issuance of not to exceed \$3,000,000 Water Revenue Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility System, including those costs associated with the construction of a water well.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

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

(To be published between: September 17, 2024 and October 3, 2024)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF STORM LAKE, STATE OF IOWA, ON THE
MATTER OF THE PROPOSED AUTHORIZATION OF ONE
OR MORE LOAN AND DISBURSEMENT AGREEMENTS
AND THE ISSUANCE OF NOT TO EXCEED \$3,000,000
WATER REVENUE CAPITAL LOAN NOTES, AND THE
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Storm Lake, State of Iowa, will hold a public hearing on the 7th day of October, 2024, at 5:00 P.M., in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take additional action for the authorization of one or more Loan and Disbursement Agreements 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 the said Loan and Disbursement Agreements, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility System, including those costs associated with the construction of a water well. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Water Utility System.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this _____ day of _____, 2024.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

PASSED AND APPROVED this 16th day of September, 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 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, State of Iowa

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF STORM LAKE, STATE OF IOWA, ON THE
MATTER OF THE PROPOSED AUTHORIZATION OF ONE
OR MORE LOAN AND DISBURSEMENT AGREEMENTS
AND THE ISSUANCE OF NOT TO EXCEED \$3,000,000
WATER REVENUE CAPITAL LOAN NOTES, OF THE CITY
OF STORM LAKE, AND THE PUBLIC HEARING ON THE
AUTHORIZATION AND ISSUANCE THEREOF

_____, 2024.

City Clerk, City of Storm Lake, State of Iowa

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Staff Summary

09/16/2024

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: **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- 2nd Reading**

BACKGROUND: The new ordinance adds section 8-4-70 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.

First Reading- September 3
Second Reading- September 16
Third Reading- October 7

FISCAL IMPACT: N/A

RECOMMENDATION: **Motion to Approve Ordinance 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

ATTACHMENTS:

[Ordinance No. 03-O-2024-2025 - Cats 8-4 - Ordinance Amending Title VIII Animal Control - Cats 8-4 -
_Final__02391858x7F7E1_.docx](#)

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 _____ 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: _____

Mike 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

09/16/2024

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: Keri Navratil City Manager

SUBJECT: **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**

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

First Reading- September 3
Second Reading- September 16
Third Reading- October 7

FISCAL IMPACT: N/A

RECOMMENDATION: **Motion to Approve 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**

ATTACHMENTS:

[Ordinance No. 04-O-2024-2025 - Pigeon Ordinance - Nuisance Code 1.0 - 02392353x7F7E1_\(1\).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

09/16/2024

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: Mayra Martinez City Clerk

SUBJECT: City Council Requested Items / City Council Updates

BACKGROUND: Future Topic:

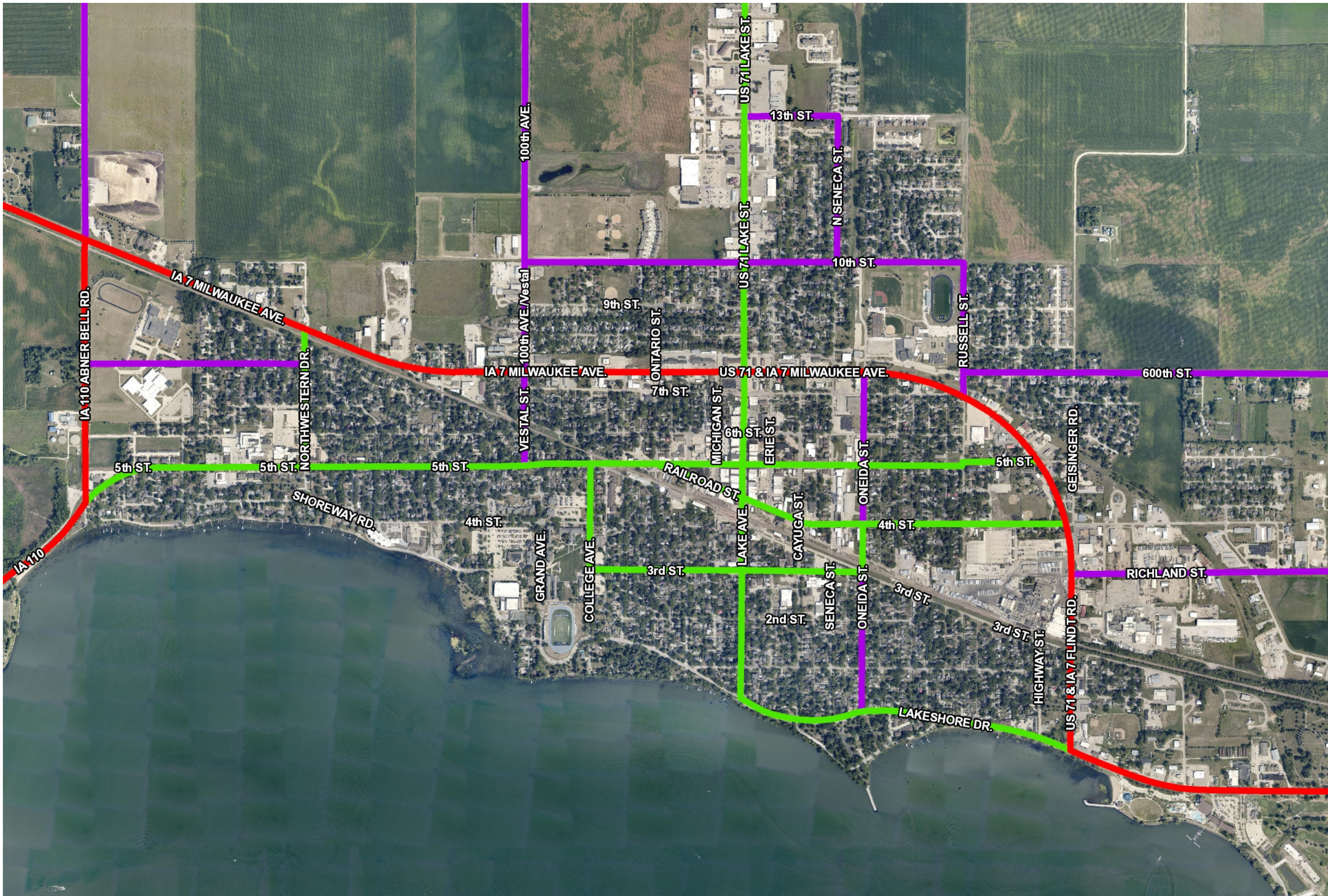
1. Federal Functional Classification - Discussion Date: October 7, 2024

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

[Federal Function Classification- Storm Lake.pdf](#)



Legend

Federal Functional Classification

Other Principal Arterial

Minor Arterial

Collector

SMLK_IA_2021_Imagery.sid

Red: Band_1

Green: Band_2

Blue: Band_3

0 1,053 Feet

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Real People. Real Solutions.

Map Name



Disclaimer:

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