

**CITY OF STORM LAKE  
REGULAR COUNCIL SESSION MEETING  
CITY HALL - COUNCIL CHAMBERS  
OCTOBER 20, 2025  
5:00 PM**



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

**AGENDA**

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

**BY TELEPHONE**

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

Zoom Meeting ID: 933 2006 3301

**BY COMPUTER:**

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

**Open the Meeting**

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

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

**B. Disclosure by City Council Members**

**C. Hear the Public**

**D. Consent Agenda**

1. Consent Agenda
2. Buy Local Information
3. Code Enforcement Summary
4. Resolution No. 20-R-2025-2026 Approving the 2025 Street Finance Report

**E. Unfinished Business**

**F. New Business**

1. Motion To Approve Request to Waive Fees for Public Records Request
2. Motion To Approve Agreement with Iowa Codification for Code Update Project and On-Line Code Development
3. Ordinance No. 03-O-2025-2026 For A Zoning Map Amendment Change In The IN-3 Hospital Medical Facilities Zoning District To Allow For A Change To CC Community Commercial - 2nd Reading
4. Motion To Approve Water Service Waiver Agreement
5. Public Hearing on Proposed Amendments to the Parking Ordinance
6. Ordinance No. 04-O-2025-2026 Amending Title IX, Chapter 11, Stopping, Standing or Parking, of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, Regarding Additional Parking Restrictions on First Reading
7. 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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## Staff Summary

10/20/2025

Agenda Item # D.1.



City of Storm Lake  
PO Box 1086  
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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 October 6, 2025, City Council Minutes
- Approve Renewal Liquor Licenses For Cental Mart LLC dba Al's Liquor
- Resolution No. 20-R-2025-2026 Approving the 2025 Street Finance Report
- Approve Buy Local Information
- Approve Storm Lake Police Department City Code Enforcement Update

**FISCAL IMPACT:** City Will Pay The Following Expenditures:

- List of Bills: \$529,366.63
- King's Pointe & Sunrise Pointe Golf Course Bills: \$708,435.52

**RECOMMENDATION:**

**ATTACHMENTS:**

1. Central Mart Inc (Al's Liquor) Liquor Application 2025



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY

Central Mart llc

NAME OF BUSINESS(DBA)

Als Liquor

BUSINESS

(712) 732-6223

ADDRESS OF PREMISES

215 W Milwaukee ave

PREMISES SUITE/APT NUMBER

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

216 E Milwaukee St

CITY

Spencer

STATE

Iowa

ZIP

51301

## Contact Person

NAME

Alaire Nielsen

PHONE

(712) 262-2921

EMAIL

alaire@brewoil.co

## License Information

LICENSE NUMBER

LE0002791

LICENSE/PERMIT TYPE

Class E Retail Alcohol License

TERM

12 Month

STATUS

Active

TENTATIVE EFFECTIVE DATE

Oct 10, 2025

TENTATIVE EXPIRATION DATE

Oct 9, 2026

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



# State of Iowa

Alcoholic Beverages Division

## Status of Business

BUSINESS TYPE

Limited Liability Company

## Ownership

### • Individual Owners

| NAME           | CITY       | STATE | ZIP   | POSITION   | % OF OWNERSHIP | U.S. CITIZEN |
|----------------|------------|-------|-------|------------|----------------|--------------|
| inderjit singh | storm lake | Iowa  | 50588 | 7122990838 | 100.00         | Yes          |
| Mary Fieldler  |            |       |       |            |                |              |

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE  
DATE

OUTDOOR SERVICE EXPIRATION  
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE  
DATE

TEMP TRANSFER EXPIRATION  
DATE

## Staff Summary

10/20/2025

Agenda Item # D.2.



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:** 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 Pointes' 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:** Total Expense: \$529,366.63

(software update - details not available)

**RECOMMENDATION:**

**ATTACHMENTS:**

1. 10.20.2025 Project Report
2. 10.20.2025 Council Check Register
3. 10.20.2025 Expense Report

Summary

| Project Summary                      |                                           |               |                      |                      |                |                   |                     |
|--------------------------------------|-------------------------------------------|---------------|----------------------|----------------------|----------------|-------------------|---------------------|
| Project Number                       | Project Name                              | Total Budget  | Date Range<br>Budget | Beginning<br>Balance | Total Activity | Ending<br>Balance | Budget<br>Remaining |
| <a href="#">0P1.131538</a>           | Memorial Road Street & Utility Impro...   | 4,126,579.75  | 0.00                 | 4,201,654.40         | 0.00           | 4,201,654.40      | -75,074.65          |
| <a href="#">22-26698</a>             | Storm Lake WTP- Well No. 21               | 1,795,006.50  | 1,795,006.50         | 1,687,701.74         | 0.00           | 1,687,701.74      | 107,304.76          |
| <a href="#">22-27926</a>             | Storm Lake WTP- Well #22                  | 2,586,254.03  | 2,586,254.03         | 1,814,276.63         | 4,432.01       | 1,818,708.64      | 767,545.39          |
| <a href="#">23-092</a>               | King's Pointe Remodel/Refresh             | 446,537.52    | 446,537.52           | 421,607.89           | 0.00           | 421,607.89        | 24,929.63           |
| <a href="#">23-29446</a>             | WWTP UV Disinfection Building             | 275,138.00    | 0.00                 | 191,768.00           | 0.00           | 191,768.00        | 83,370.00           |
| <a href="#">23-29447</a>             | College & 3rd St Lift Station Replacem... | 1,631,615.00  | 1,631,615.00         | 789,223.93           | 0.00           | 789,223.93        | 842,391.07          |
| <a href="#">24-31153</a>             | WWTP Blower Project (EECBG)               | 129,600.00    | 129,600.00           | 95,401.50            | 0.00           | 95,401.50         | 34,198.50           |
| <a href="#">24-31751</a>             | Storm Lake WTP- Well #23                  | 74,000.00     | 74,000.00            | 85,569.04            | 0.00           | 85,569.04         | -11,569.04          |
| <a href="#">24-31828</a>             | WTP Prelim Engineering Report             | 83,000.00     | 83,000.00            | 45,282.30            | 6,875.00       | 52,157.30         | 30,842.70           |
| <a href="#">24X.136745</a>           | Apron Expansion Improvements              | 285,900.00    | 285,900.00           | 30,900.00            | 0.00           | 30,900.00         | 255,000.00          |
| <a href="#">FEMA HMGP (HMA) 4483</a> | FEMA HMGP (HMA) 4483                      | 4,632,415.50  | 4,632,415.50         | 1,347,196.66         | 11,548.00      | 1,358,744.66      | 3,273,670.84        |
| <a href="#">IA0091</a>               | SL Elevated Water Storage- Tower #5       | 7,434,973.15  | 7,434,973.15         | 6,092,980.08         | 15,718.30      | 6,108,698.38      | 1,326,274.77        |
| <a href="#">P11.120411</a>           | Highway 7/110 Traffic Lane/Signalizat...  | 4,776,040.38  | 1,491.46             | 5,111,072.89         | 0.00           | 5,111,072.89      | -335,032.51         |
| <a href="#">WRAC 25-675</a>          | Sunrise Park Boat Ramp & Area Impro...    | 227,700.00    | 227,700.00           | 0.00                 | 0.00           | 0.00              | 227,700.00          |
| Report Total:                        |                                           | 28,504,759.83 | 19,328,493.16        | 21,914,635.06        | 38,573.31      | 21,953,208.37     | 6,551,551.46        |

| Group Summary                           |               |                      |                      |                |                   |                     |
|-----------------------------------------|---------------|----------------------|----------------------|----------------|-------------------|---------------------|
| Group                                   | Total Budget  | Date Range<br>Budget | Beginning<br>Balance | Total Activity | Ending<br>Balance | Budget<br>Remaining |
| Airport Projects                        | 285,900.00    | 285,900.00           | 30,900.00            | 0.00           | 30,900.00         | 255,000.00          |
| ARPA Project                            | 1,795,006.50  | 1,795,006.50         | 1,687,701.74         | 0.00           | 1,687,701.74      | 107,304.76          |
| King's Pointe Resort Projects           | 446,537.52    | 446,537.52           | 421,607.89           | 0.00           | 421,607.89        | 24,929.63           |
| Sanitary Sewer Projects                 | 6,668,768.50  | 6,393,630.50         | 2,423,590.09         | 11,548.00      | 2,435,138.09      | 4,233,630.41        |
| Street Construction                     | 8,902,620.13  | 1,491.46             | 9,312,727.29         | 0.00           | 9,312,727.29      | -410,107.16         |
| Water Project                           | 10,178,227.18 | 10,178,227.18        | 8,038,108.05         | 27,025.31      | 8,065,133.36      | 2,113,093.82        |
| Water Recreation Access Cost-Share P... | 227,700.00    | 227,700.00           | 0.00                 | 0.00           | 0.00              | 227,700.00          |
| Report Total:                           | 28,504,759.83 | 19,328,493.16        | 21,914,635.06        | 38,573.31      | 21,953,208.37     | 6,551,551.46        |

| Type Summary               |               |                      |                      |                |                   |                     |
|----------------------------|---------------|----------------------|----------------------|----------------|-------------------|---------------------|
| Group                      | Total Budget  | Date Range<br>Budget | Beginning<br>Balance | Total Activity | Ending<br>Balance | Budget<br>Remaining |
| Construction               | 13,540,417.15 | 4,364,150.48         | 12,614,899.39        | 0.00           | 12,614,899.39     | 925,517.76          |
| Federal/State Grant        | 14,653,642.68 | 14,653,642.68        | 9,254,453.37         | 31,698.31      | 9,286,151.68      | 5,367,491.00        |
| Grant                      | 227,700.00    | 227,700.00           | 0.00                 | 0.00           | 0.00              | 227,700.00          |
| Professional Service Study | 83,000.00     | 83,000.00            | 45,282.30            | 6,875.00       | 52,157.30         | 30,842.70           |
| Report Total:              | 28,504,759.83 | 19,328,493.16        | 21,914,635.06        | 38,573.31      | 21,953,208.37     | 6,551,551.46        |



Storm Lake, IA

# Check Register

Packet: APPKT01051 - 10.20.2025 APcouncil Payments

By Check Number

| Vendor Number                              | Vendor Name                           | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|--------------------------------------------|---------------------------------------|--------------|--------------|-----------------|----------------|--------|
| Bank Code: AP/PY Bank Code-AP/PY Bank Code |                                       |              |              |                 |                |        |
| 002596                                     | Acuantia Inc.                         | 10/22/2025   | EFT          | 0.00            | 1,171.00       | 6910   |
| 002217                                     | Alex Air Apparatus 2 LLC              | 10/22/2025   | EFT          | 0.00            | 128.20         | 6911   |
| 002709                                     | Austin Stille                         | 10/22/2025   | EFT          | 0.00            | 29.30          | 6912   |
| 002484                                     | BEC Enterprises, LLC                  | 10/22/2025   | EFT          | 0.00            | 1,471.90       | 6913   |
| 002013                                     | Bend Mailing Services, LLC            | 10/22/2025   | EFT          | 0.00            | 7,228.12       | 6914   |
| 001024                                     | Bolton & Menk, Inc                    | 10/22/2025   | EFT          | 0.00            | 11,963.00      | 6915   |
| 001009                                     | Brodart Co.                           | 10/22/2025   | EFT          | 0.00            | 363.75         | 6916   |
| 001035                                     | Buena Vista County Solid Waste        | 10/22/2025   | EFT          | 0.00            | 90.61          | 6917   |
| 001124                                     | Buena Vista Regional Medical Center   | 10/22/2025   | EFT          | 0.00            | 80.00          | 6918   |
| 001026                                     | Central Iowa Distributing, Inc        | 10/22/2025   | EFT          | 0.00            | 1,531.00       | 6919   |
| 001706                                     | Civic Plus                            | 10/22/2025   | EFT          | 0.00            | 21.62          | 6920   |
| 002289                                     | Clinton Butler                        | 10/22/2025   | EFT          | 0.00            | 195.33         | 6921   |
| 002277                                     | Continental Research Corporation      | 10/22/2025   | EFT          | 0.00            | 1,835.50       | 6922   |
| 001031                                     | Ed M. Feld Equipment Company, Inc     | 10/22/2025   | EFT          | 0.00            | 120.00         | 6923   |
| 001032                                     | Electric Pump Inc                     | 10/22/2025   | EFT          | 0.00            | 2,689.00       | 6924   |
| 001290                                     | Electronic Engineering                | 10/22/2025   | EFT          | 0.00            | 360.92         | 6925   |
| 001033                                     | Fastenal Company                      | 10/22/2025   | EFT          | 0.00            | 69.12          | 6926   |
| 002491                                     | Flock Group, Inc                      | 10/22/2025   | EFT          | 0.00            | 36,484.93      | 6927   |
| 002240                                     | FM Controls, Inc                      | 10/22/2025   | EFT          | 0.00            | 7,000.00       | 6928   |
| 002394                                     | Fremarek, Inc                         | 10/22/2025   | EFT          | 0.00            | 3,668.50       | 6929   |
| 001115                                     | GPM Environmental Solutions, LLC      | 10/22/2025   | EFT          | 0.00            | 3,967.63       | 6930   |
| 001016                                     | Growmark Inc New Century FS           | 10/22/2025   | EFT          | 0.00            | 9,994.75       | 6931   |
| 001482                                     | Hare Painting & Sandblasting          | 10/22/2025   | EFT          | 0.00            | 20,800.00      | 6932   |
| 001112                                     | Hawkins, Inc                          | 10/22/2025   | EFT          | 0.00            | 16,730.05      | 6933   |
| 001103                                     | I & S Group, Inc                      | 10/22/2025   | EFT          | 0.00            | 30,933.29      | 6934   |
| 001101                                     | James M. Sweeney & Associates, Inc    | 10/22/2025   | EFT          | 0.00            | 71.20          | 6935   |
| 001069                                     | Jim Bartholomew                       | 10/22/2025   | EFT          | 0.00            | 6,289.62       | 6936   |
| 001640                                     | Kiesler Police Supply, Inc            | 10/22/2025   | EFT          | 0.00            | 250.00         | 6937   |
| 001066                                     | King Contracting, LLC                 | 10/22/2025   | EFT          | 0.00            | 1,262.01       | 6938   |
| 001110                                     | King's Pointe Resort                  | 10/22/2025   | EFT          | 0.00            | 8,477.02       | 6939   |
| 001029                                     | Lake Animal Hospital                  | 10/22/2025   | EFT          | 0.00            | 665.00         | 6940   |
| 001624                                     | Language Line Services, Inc           | 10/22/2025   | EFT          | 0.00            | 72.29          | 6941   |
| 001178                                     | Larson Oil & Distributing Co, Inc     | 10/22/2025   | EFT          | 0.00            | 35.60          | 6942   |
| 001111                                     | Linde Inc                             | 10/22/2025   | EFT          | 0.00            | 3,779.21       | 6943   |
| 001346                                     | Local Government Professionals Ser    | 10/22/2025   | EFT          | 0.00            | 960.00         | 6944   |
| 001673                                     | Melanders TV & Appliances             | 10/22/2025   | EFT          | 0.00            | 899.99         | 6945   |
| 001480                                     | Menards, Inc                          | 10/22/2025   | EFT          | 0.00            | 2,852.95       | 6946   |
| 001370                                     | Michael Porsch                        | 10/22/2025   | EFT          | 0.00            | 221.20         | 6947   |
| 001074                                     | MidAmerican Energy Company            | 10/22/2025   | EFT          | 0.00            | 73,017.18      | 6948   |
| 001275                                     | Midwest Tape, LLC                     | 10/22/2025   | EFT          | 0.00            | 47.98          | 6949   |
| 001095                                     | Mississippi Lime Company              | 10/22/2025   | EFT          | 0.00            | 21,914.23      | 6950   |
| 001553                                     | MRA Custom Applications, LLC          | 10/22/2025   | EFT          | 0.00            | 10,664.46      | 6951   |
| 002705                                     | Multi Service Technology Solutions L  | 10/22/2025   | EFT          | 0.00            | 319.07         | 6952   |
| 001300                                     | National Fire Protection Association  | 10/22/2025   | EFT          | 0.00            | 194.68         | 6953   |
| 001108                                     | O'Reilly Automotive Inc               | 10/22/2025   | EFT          | 0.00            | 101.94         | 6954   |
| 001135                                     | Outdoor Recreation Products           | 10/22/2025   | EFT          | 0.00            | 405.27         | 6955   |
| 001126                                     | Plumbing & Heating Wholesale, Inc     | 10/22/2025   | EFT          | 0.00            | 138.00         | 6956   |
| 001598                                     | Polydyne Inc                          | 10/22/2025   | EFT          | 0.00            | 133.10         | 6957   |
| 001070                                     | Qwest Corporation                     | 10/22/2025   | EFT          | 0.00            | 98.62          | 6958   |
| 002346                                     | Response Graphics & Embroidery, LL    | 10/22/2025   | EFT          | 0.00            | 628.02         | 6959   |
| 001200                                     | Schumacher Elevator Company           | 10/22/2025   | EFT          | 0.00            | 4,776.26       | 6960   |
| 001264                                     | Stanton Electric, Inc                 | 10/22/2025   | EFT          | 0.00            | 934.29         | 6961   |
| 002309                                     | State Industrial Products Corporation | 10/22/2025   | EFT          | 0.00            | 3,552.94       | 6962   |
| 002067                                     | Storm Lake Garage Door Service, LLC   | 10/22/2025   | EFT          | 0.00            | 86.00          | 6963   |

## Check Register

Packet: APPKT01051-10.20.2025 APCouncil Payments

| Vendor Number | Vendor Name                         | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|-------------------------------------|--------------|--------------|-----------------|----------------|--------|
| 002708        | Terence Sinner                      | 10/22/2025   | EFT          | 0.00            | 892.02         | 6964   |
| 001829        | Thompson Electric Company           | 10/22/2025   | EFT          | 0.00            | 1,567.00       | 6965   |
| 001385        | Treasurer State of IA               | 10/22/2025   | EFT          | 0.00            | 2,722.79       | 6966   |
| 001084        | Tyler Technologies, Inc             | 10/22/2025   | EFT          | 0.00            | 37.60          | 6967   |
| 001075        | Verizon Wireless Services LLC       | 10/22/2025   | EFT          | 0.00            | 3,504.72       | 6968   |
| 001458        | Vessco, Inc                         | 10/22/2025   | EFT          | 0.00            | 716.99         | 6969   |
| 001063        | Visual Edge Inc                     | 10/22/2025   | EFT          | 0.00            | 808.81         | 6970   |
| 002449        | Winona Controls, Inc                | 10/22/2025   | EFT          | 0.00            | 264.10         | 6971   |
| 001097        | Ziegler, Inc                        | 10/22/2025   | EFT          | 0.00            | 1,418.78       | 6972   |
| 001022        | A & A Automotive                    | 10/20/2025   | Regular      | 0.00            | 1,218.36       | 83395  |
| 001014        | Amerigas                            | 10/20/2025   | Regular      | 0.00            | 123.48         | 83396  |
| 002189        | Center Point, Inc                   | 10/20/2025   | Regular      | 0.00            | 70.00          | 83397  |
| 001025        | Central Bank                        | 10/20/2025   | Regular      | 0.00            | 4,476.62       | 83398  |
|               | **Void**                            | 10/20/2025   | Regular      | 0.00            | 0.00           | 83399  |
|               | **Void**                            | 10/20/2025   | Regular      | 0.00            | 0.00           | 83400  |
| 002707        | Cinco Book Corp                     | 10/20/2025   | Regular      | 0.00            | 141.95         | 83401  |
| 002000        | Core & Main LP                      | 10/20/2025   | Regular      | 0.00            | 1,824.50       | 83402  |
| 002010        | CTK Group LLC                       | 10/20/2025   | Regular      | 0.00            | 500.00         | 83403  |
| 002199        | Del's Garden Center, Inc            | 10/20/2025   | Regular      | 0.00            | 5,863.81       | 83404  |
| 002458        | Department of Inspections, Appeals, | 10/20/2025   | Regular      | 0.00            | 135.00         | 83405  |
| 001740        | Des Moines Area Community College   | 10/20/2025   | Regular      | 0.00            | 950.00         | 83406  |
| 001114        | Edwards Storm Lake                  | 10/20/2025   | Regular      | 0.00            | 183.38         | 83407  |
| 001737        | Elizabeth Huff                      | 10/20/2025   | Regular      | 0.00            | 122.00         | 83408  |
| 001518        | Fast Lane Motor Parts LLC           | 10/20/2025   | Regular      | 0.00            | 132.97         | 83409  |
| 001336        | HD Supply, Inc                      | 10/20/2025   | Regular      | 0.00            | 2,627.67       | 83410  |
| 001268        | Ingram Library Services, Inc        | 10/20/2025   | Regular      | 0.00            | 120.89         | 83411  |
| 001037        | Iowa Office Supply Inc              | 10/20/2025   | Regular      | 0.00            | 65.14          | 83412  |
| 001289        | Island Sprinkler Supply Company     | 10/20/2025   | Regular      | 0.00            | 838.20         | 83413  |
| 002092        | iWorQ Systems, Inc                  | 10/20/2025   | Regular      | 0.00            | 3,000.00       | 83414  |
| 002568        | Jones & Bartlett Learning, LLC      | 10/20/2025   | Regular      | 0.00            | 179.92         | 83415  |
| 001062        | Joyce's Greenery LLC                | 10/20/2025   | Regular      | 0.00            | 1,535.79       | 83416  |
| 001453        | Lou's Gloves, Incorporated          | 10/20/2025   | Regular      | 0.00            | 496.00         | 83417  |
| 002011        | Marcus Lumber Company Corp          | 10/20/2025   | Regular      | 0.00            | 582.81         | 83418  |
| 001160        | Mayra Martinez                      | 10/20/2025   | Regular      | 0.00            | 221.20         | 83419  |
| 001413        | Municipal Pipe Tool Co., LLC        | 10/20/2025   | Regular      | 0.00            | 1,068.44       | 83420  |
| 001391        | Municipal Supply, Inc               | 10/20/2025   | Regular      | 0.00            | 8,058.23       | 83421  |
| 002702        | Ross Parcel                         | 10/20/2025   | Regular      | 0.00            | 339.92         | 83422  |
| 002710        | Schechter, Dokken, Kanter           | 10/20/2025   | Regular      | 0.00            | 6,994.00       | 83423  |
| 001775        | Service Master by Rice              | 10/20/2025   | Regular      | 0.00            | 79,711.30      | 83424  |
| 001134        | Smith Concrete Service Inc          | 10/20/2025   | Regular      | 0.00            | 2,715.50       | 83425  |
| 001501        | Storm City Auto Parts, Inc          | 10/20/2025   | Regular      | 0.00            | 5.45           | 83426  |
| 001089        | Storm Lake Hydraulics Co, Inc       | 10/20/2025   | Regular      | 0.00            | 230.00         | 83427  |
| 002221        | Subsurface Solutions, LLC           | 10/20/2025   | Regular      | 0.00            | 616.76         | 83428  |
| 001277        | Toyne, Inc                          | 10/20/2025   | Regular      | 0.00            | 1,752.60       | 83429  |
| 001530        | Tyler Munden                        | 10/20/2025   | Regular      | 0.00            | 289.00         | 83430  |
| 001098        | Vetter Equipment                    | 10/20/2025   | Regular      | 0.00            | 104.10         | 83431  |
| 001302        | Wiese Plumbing & Heating, Inc       | 10/20/2025   | Regular      | 0.00            | 1,491.31       | 83432  |

## Bank Code AP/PY Bank Code Summary

| Payment Type   | Payable Count | Payment Count | Discount | Payment    |
|----------------|---------------|---------------|----------|------------|
| Regular Checks | 63            | 36            | 0.00     | 128,786.30 |
| Manual Checks  | 0             | 0             | 0.00     | 0.00       |
| Voided Checks  | 0             | 2             | 0.00     | 0.00       |
| Bank Drafts    | 0             | 0             | 0.00     | 0.00       |
| EFT's          | 88            | 63            | 0.00     | 313,708.46 |
|                | 151           | 101           | 0.00     | 442,494.76 |

Fund Summary

| Fund | Name        | Period  | Amount           |
|------|-------------|---------|------------------|
| 999  | Pooled Cash | 10/2025 | 442,494.76       |
|      |             |         | <hr/> 442,494.76 |



Storm Lake, IA

# Buy Local\_v1

Payment Date Range: 10/09/2025 - 10/22/2025

| Vendor Name                             | Vendor Number | Payable Description                     | Total Payments    |
|-----------------------------------------|---------------|-----------------------------------------|-------------------|
| <b>BVC</b>                              |               |                                         |                   |
| Buena Vista County Solid Waste          | 001035        | Commercial Waste                        | 90.61             |
| Hare Painting & Sandblasting            | 001482        | 09/25/2025 Hydrant Painting             | 20,800.00         |
| Joyce's Greenery LLC                    | 001062        | Spooner Sign Maintenance-September 2025 | 1,535.79          |
| Storm Lake Garage Door Service, LLC     | 002067        | Repair Cables                           | 86.00             |
|                                         |               | <b>BVC Total:</b>                       | <b>22,512.40</b>  |
| <b>Contract/Agreement</b>               |               |                                         |                   |
| Bolton & Menk, Inc                      | 001024        | Professional Services                   | 11,963.00         |
| I & S Group, Inc                        | 001103        | Professional Services                   | 30,933.29         |
| King Contracting, LLC                   | 001066        | Pay #8 of Well 22                       | 1,262.01          |
| Local Government Professionals Services | 001346        | Grant Admin- FEMA HMA                   | 960.00            |
|                                         |               | <b>Contract/Agreement Total:</b>        | <b>45,118.30</b>  |
| <b>Local</b>                            |               |                                         |                   |
| A & A Automotive                        | 001022        | 2019 Durango - Tires - 4 - Minus Tax    | 1,218.36          |
| Austin Stille                           | 002709        | Fuel Reimbursement                      | 29.30             |
| Buena Vista Regional Medical Center     | 001124        | September 2025 Memberships - 4          | 80.00             |
| Central Bank                            | 001025        | Services                                | 4,476.62          |
| Edwards Storm Lake                      | 001114        | 2022 Tahoe - Battery                    | 183.38            |
| Fastenal Company                        | 001033        | Parts For The Press                     | 69.12             |
| Growmark Inc New Century FS             | 001016        | Fuel                                    | 9,994.75          |
| Iowa Office Supply Inc                  | 001037        | File Folder                             | 65.14             |
| Jim Bartholomew                         | 001069        | October 2025 Airport Contract           | 6,289.62          |
| King's Pointe Resort                    | 001110        | July 2025 Cottage Services              | 8,477.02          |
| Lake Animal Hospital                    | 001029        | Bd & Dsp Cats & Dogs                    | 665.00            |
| Larson Oil & Distributing Co, Inc       | 001178        | Propane - Mastic Melter                 | 35.60             |
| Melanders TV & Appliances               | 001673        | Lab Refrigerator                        | 899.99            |
| MidAmerican Energy Company              | 001074        | 91230-94002 Electric Services           | 73,017.18         |
| O'Reilly Automotive Inc                 | 001108        | Belt                                    | 101.94            |
| Plumbing & Heating Wholesale, Inc       | 001126        | HVAC Filters                            | 138.00            |
| Qwest Corporation                       | 001070        | Phone Service - Airport                 | 98.62             |
| Smith Concrete Service Inc              | 001134        | Concrete - We Go                        | 2,715.50          |
| Stanton Electric, Inc                   | 001264        | WWTP - Head Works - No Fan              | 934.29            |
| Storm City Auto Parts, Inc              | 001501        | Filter                                  | 5.45              |
| Storm Lake Hydraulics Co, Inc           | 001089        | Cylinder Repair                         | 230.00            |
| Terence Sinner                          | 002708        | New Employee Reimbursement              | 892.02            |
| Verizon Wireless Services LLC           | 001075        | Cell Phone Service                      | 3,504.72          |
| Vetter Equipment                        | 001098        | Trimmer Repair                          | 104.10            |
| Visual Edge Inc                         | 001063        | Copier Maintenance Agreement            | 808.81            |
| Wiese Plumbing & Heating, Inc           | 001302        | Harmony Gardens Sprinklers              | 1,491.31          |
|                                         |               | <b>Local Total:</b>                     | <b>116,525.84</b> |
| <b>Non-Local</b>                        |               |                                         |                   |
| Acuantia Inc.                           | 002596        | Storage Tank                            | 1,171.00          |
| Alex Air Apparatus 2 LLC                | 002217        | Clothing                                | 128.20            |
| Amerigas                                | 001014        | Tank Rental                             | 123.48            |
| BEC Enterprises, LLC                    | 002484        | Deaeration Tank - Global Sweeper        | 1,471.90          |
| Bend Mailing Services, LLC              | 002013        | Bill Printing Services                  | 7,228.12          |
| Brodart Co.                             | 001009        | Books                                   | 363.75            |
| Center Point, Inc                       | 002189        | Large Print Books                       | 70.00             |
| Central Iowa Distributing, Inc          | 001026        | Cleaning Supplies                       | 1,531.00          |
| Cinco Book Corp                         | 002707        | Childrens' Spanish Language Books       | 141.95            |
| Civic Plus                              | 001706        | Monthly Subscription                    | 21.62             |

## Buy Local\_v1

| Vendor Name                              | Vendor Number | Payable Description                          | Total Payments    |
|------------------------------------------|---------------|----------------------------------------------|-------------------|
| Collection Services Center               | 001039        | Child Support payments                       | 322.25            |
| Continental Research Corporation         | 002277        | Supplies                                     | 1,835.50          |
| Core & Main LP                           | 002000        | Supplies                                     | 1,824.50          |
| CTK Group LLC                            | 002010        | Interview & Interrogation Training - Beaureg | 500.00            |
| Del's Garden Center, Inc                 | 002199        | Trees - Alliant Tree Grant                   | 5,863.81          |
| Department of Inspections, Appeals, & Li | 002458        | Boiler Inspection - Waste Water              | 135.00            |
| Des Moines Area Community College        | 001740        | Wastewater Training - Muniz G, Stamper J     | 950.00            |
| Ed M. Feld Equipment Company, Inc        | 001031        | Quarterly Alarm Monitoring                   | 120.00            |
| EFTPS                                    | 001045        | Federal withholding taxes                    | 38,534.82         |
| Electric Pump Inc                        | 001032        | NW LS & Bargloff LS                          | 2,689.00          |
| Electronic Engineering                   | 001290        | Batteries                                    | 360.92            |
| Empower/Mass Mutual                      | 001047        | 457 plan withholding                         | 575.00            |
| Fast Lane Motor Parts LLC                | 001518        | Wash 'N Wax                                  | 132.97            |
| Flock Group, Inc                         | 002491        | Flock LPR Licenses                           | 36,484.93         |
| FM Controls, Inc                         | 002240        | Air Quality Monitoring System w/ Ventilatio  | 7,000.00          |
| Fremarek, Inc                            | 002394        | Veg-A-Kill                                   | 3,668.50          |
| GPM Environmental Solutions, LLC         | 001115        | Repalce Bad Meter @ Bypass Lagoon            | 3,967.63          |
| Hawkins, Inc                             | 001112        | Chemicals                                    | 16,730.05         |
| HD Supply, Inc                           | 001336        | Tools                                        | 2,627.67          |
| Ingram Library Services, Inc             | 001268        | Standing Order Books                         | 120.89            |
| IPERS / Iowa Public Employees            | 001042        | IPERS withholdings                           | 19,571.07         |
| Island Sprinkler Supply Company          | 001289        | Sprinkler Parts - Awaysis Ditches            | 838.20            |
| iWorQ Systems, Inc                       | 002092        | Business License Management                  | 3,000.00          |
| James M. Sweeney & Associates, Inc       | 001101        | Background Checks                            | 71.20             |
| Jones & Bartlett Learning, LLC           | 002568        | FF1 Books                                    | 179.92            |
| Kiesler Police Supply, Inc               | 001640        | Ammo                                         | 250.00            |
| Language Line Services, Inc              | 001624        | Interpretation Services                      | 72.29             |
| Linde Inc                                | 001111        | Carbon Dioxide                               | 3,779.21          |
| Lou's Gloves, Incorporated               | 001453        | Gloves                                       | 496.00            |
| Marcus Lumber Company Corp               | 002011        | Rerod/Tools                                  | 582.81            |
| Menards, Inc                             | 001480        | Supp-Plant Celing Repairs                    | 2,852.95          |
| Midwest Tape, LLC                        | 001275        | DVD                                          | 47.98             |
| Mission Square/ ICMA Retirement Trust    | 001041        | ICMA withholdings                            | 610.00            |
| Mississippi Lime Company                 | 001095        | Quicklime                                    | 21,914.23         |
| MRA Custom Applications, LLC             | 001553        | Lime Hauling Services                        | 10,664.46         |
| Multi Service Technology Solutions Unc   | 002705        | Candy                                        | 319.07            |
| Muni Fire/Police Retire                  | 001043        | MFPRI withholdings                           | 20,692.44         |
| Municipal Pipe Tool Co., LLC             | 001413        | Tailgate Gasket                              | 1,068.44          |
| Municipal Supply, Inc                    | 001391        | Water Meters                                 | 8,058.23          |
| National Fire Protection Association     | 001300        | Fire Prevention Activity Booklets            | 194.68            |
| Nebraska Child Support Payment Center    | 002590        | Child Support payments                       | 625.86            |
| Outdoor Recreation Products              | 001135        | Playground                                   | 405.27            |
| Polydyne Inc                             | 001598        | Carifloc                                     | 133.10            |
| Response Graphics & Embroidery, LLC      | 002346        | Clothing - Sinner                            | 628.02            |
| Ross Parcel                              | 002702        | Landscape Fabric                             | 339.92            |
| Schechter, Dokken, Kanter                | 002710        | Expert Analysis - Loss                       | 6,994.00          |
| Schumacher Elevator Company              | 001200        | Elevator Maintenance                         | 4,776.26          |
| Service Master by Rice                   | 001775        | Water Mitigation Services - KP               | 79,711.30         |
| State Industrial Products Corporation    | 002309        | Wastewater Program                           | 3,552.94          |
| Subsurface Solutions, LLC                | 002221        | Transmitter Clamp                            | 616.76            |
| Thompson Electric Company                | 001829        | WWTP - Replaced Analog Inout Card            | 1,567.00          |
| Toyne, Inc                               | 001277        | Flowmeter Sensor                             | 1,752.60          |
| Treasurer State of IA                    | 001385        | FY2026 Unclaimed Property                    | 2,722.79          |
| Treasurer State of Iowa                  | 001046        | State withholding taxes                      | 5,441.29          |
| Tyler Technologies, Inc                  | 001084        | Utility Billing Notification Services        | 37.60             |
| Vessco, Inc                              | 001458        | Pumphead                                     | 716.99            |
| Winona Controls, Inc                     | 002449        | HVAC Repair                                  | 264.10            |
| Ziegler, Inc                             | 001097        | C-65 Generator                               | 1,418.78          |
|                                          |               | <b>Non-Local Total:</b>                      | <b>343,662.22</b> |

## Buy Local\_v1

| Vendor Name     | Vendor Number | Payable Description                         | Total Payments  |
|-----------------|---------------|---------------------------------------------|-----------------|
| Payroll/Refunds |               |                                             |                 |
| AFLAC           | 001038        | Aflac withholdngs                           | 499.14          |
| Clinton Butler  | 002289        | Butler C - Gracie Survival Reimbursements   | 195.33          |
| Elizabeth Huff  | 001737        | Book Refund                                 | 122.00          |
| Mayra Martinez  | 001160        | Martinez M - Iowa League of Cities Reimbur: | 221.20          |
| Michael Porsch  | 001370        | 2025 Iowa League of Cities - Reimbursemen   | 221.20          |
| Tyler Munden    | 001530        | FY25 Munden - Boot Reimbursement            | 289.00          |
|                 |               | <b>Payroll/Refunds Total:</b>               | <u>1,547.87</u> |
|                 |               | <b>Grand Total:</b>                         | 529,366.63      |

## Staff Summary

10/20/2025

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 and Code Compliance Director  
**SUBJECT:** **Code Enforcement Summary**  
**BACKGROUND:** 10/1/2025-10/14/2025

Building Maintenance-3

Failure to Have Trash Can/Covered Trash Can-2

Fence or Retaining Walls-1

Nuisances Prohibited Material, Junk-8

Parking Restricted to Hard Surfaces-15

Tall Grass/Weeds-1

Peeling or Missing Paint-2

Weeds, Vines, Brush or Vegetation-1

Total - 33

Citations-0

**FISCAL IMPACT:** .

**RECOMMENDATION:** .

**ATTACHMENTS:**

None



## Staff Summary

10/20/2025

Agenda Item # D.4.



**REPORT TO:** Honorable Mayor & Council

**FROM:** Tyler Gibbins, Finance Director

**SUBJECT:** **Resolution No. 20-R-2025-2026 Approving the 2025 Street Finance Report**

**BACKGROUND:** The State of Iowa requires each entity receiving Road Use Tax funding to submit a Street Finance Report to the DOT by December 1st each year. Road Use Tax is collected through fuel tax, vehicle registrations and other transportation related fees. The State distributes 20% of these revenues to cities each year based on their population. The estimate for this year's distribution is \$139.50 per capita.

RUT makes up the funding for 75-80% of all street maintenance, traffic control, street lighting and snow removal. RUT is determined and capped at the State level, with future increases estimated at only 0.75% a year, so locally, these services are subsidized by LOST and Franchise Fees for equipment purchases, and if necessary and available, the General Fund.

**FISCAL IMPACT:** For fiscal year 2025, Storm Lake received \$1,600,415 in RUT. Expenses are as follows:

\$1,464,140 Roadway Maintenance, Repair and Capital Outlays  
\$ 404,999 Memorial Road Project  
\$ 193,397 Street Lighting  
\$ 70,767 Signs and Signals  
\$ 251,424 Snow Removal  
\$2,384,727 TOTAL

Beginning Cash Balance: \$1,764,909

Ending Cash Balance: \$1,483,401

**RECOMMENDATION:** Review and Approve the 2025 Street Finance Report

**ATTACHMENTS:**

1. [SFR FY2025](#)
2. [Resolution No. 20-R-2025-2026 - Street Finance Report](#)



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2025

Storm Lake

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### Expenses

|                                                | General<br>Fund<br>Streets<br>(001) | Road<br>Use<br>(110) | Other<br>Special<br>Revenues | Debt<br>Service<br>(200) | Capital<br>Projects<br>(300) | Utilities<br>(600 & U0) | Grand<br>Total |
|------------------------------------------------|-------------------------------------|----------------------|------------------------------|--------------------------|------------------------------|-------------------------|----------------|
| Salaries - Roads/Streets                       |                                     | \$526,548            |                              |                          |                              |                         | \$526,548      |
| Benefits - Roads/Streets                       |                                     | \$3,066              | \$219,239                    |                          |                              |                         | \$222,305      |
| Training & Dues                                |                                     | \$4,520              |                              |                          |                              |                         | \$4,520        |
| Building & Grounds Maint.<br>& Repair          |                                     | \$21,313             |                              |                          |                              |                         | \$21,313       |
| Vehicle & Office Equip<br>Operation and Repair |                                     | \$41,861             |                              |                          |                              |                         | \$41,861       |
| Operational Equipment<br>Repair                |                                     | \$37,874             |                              |                          |                              |                         | \$37,874       |
| Other Utilities                                |                                     | \$3,061              |                              |                          |                              |                         | \$3,061        |
| Engineering                                    |                                     | \$6,013              |                              |                          |                              |                         | \$6,013        |
| Insurance                                      |                                     | \$4,033              |                              |                          |                              |                         | \$4,033        |
| Medical                                        |                                     | \$1,927              |                              |                          |                              |                         | \$1,927        |
| Printing                                       |                                     | \$1,610              |                              |                          |                              |                         | \$1,610        |
| Rents & Leases                                 |                                     | \$1,611              |                              |                          |                              |                         | \$1,611        |
| Technology Expense                             |                                     | \$42,273             |                              |                          |                              |                         | \$42,273       |
| Other Professional<br>Services                 |                                     | \$20,225             |                              |                          |                              |                         | \$20,225       |
| Other Contract Services                        |                                     | \$11,319             |                              |                          |                              |                         | \$11,319       |
| Chemicals                                      |                                     | \$2,360              |                              |                          |                              |                         | \$2,360        |
| Minor Equipment<br>Purchases                   |                                     | \$42,486             |                              |                          |                              |                         | \$42,486       |



## City Street Finance Report

Fiscal Year 2025

Bureau of Local Systems

Storm Lake

Ames, IA 50010

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|                                      | General<br>Fund<br>Streets<br>(001) | Road<br>Use<br>(110) | Other<br>Special<br>Revenues | Debt<br>Service<br>(200) | Capital<br>Projects<br>(300) | Utilities<br>(600 & U0) | Grand<br>Total |
|--------------------------------------|-------------------------------------|----------------------|------------------------------|--------------------------|------------------------------|-------------------------|----------------|
| Other Equipment                      |                                     | \$16,500             |                              |                          |                              |                         | \$16,500       |
| Operating Supplies                   |                                     | \$56,593             |                              |                          |                              |                         | \$56,593       |
| Postage & Safety                     |                                     | \$53                 |                              |                          |                              |                         | \$53           |
| Replacement Posts &<br>Signs         |                                     | \$2,610              |                              |                          |                              |                         | \$2,610        |
| Other Supplies                       |                                     | \$34,249             |                              |                          |                              |                         | \$34,249       |
| Vehicles                             |                                     | \$42,222             |                              |                          |                              |                         | \$42,222       |
| Heavy Equipment                      |                                     | \$207,764            |                              |                          |                              |                         | \$207,764      |
| Street - Preservation                |                                     | \$239,802            |                              |                          |                              |                         | \$239,802      |
| Street - Safety/<br>Environment      |                                     | \$65,852             |                              |                          |                              |                         | \$65,852       |
| Other Capital Outlay                 |                                     |                      |                              |                          | \$404,999                    |                         | \$404,999      |
| Transfer Out                         | \$403,500                           | \$404,999            | \$83,714                     |                          |                              |                         | \$892,213      |
| Street Lighting                      |                                     | \$193,397            |                              |                          |                              |                         | \$193,397      |
| Traffic Control/Safety               |                                     | \$83,034             |                              |                          |                              |                         | \$83,034       |
| Snow Removal                         |                                     | \$89,636             |                              |                          |                              |                         | \$89,636       |
| Depreciation & Building<br>Utilities |                                     | \$14,128             |                              |                          |                              |                         | \$14,128       |
| Snow Removal Salaries                |                                     | \$161,788            |                              |                          |                              |                         | \$161,788      |
| Snow Removal Benefits                |                                     |                      | \$72,249                     |                          |                              |                         | \$72,249       |
| <b>Total</b>                         | \$403,500                           | \$2,384,727          | \$375,202                    |                          | \$404,999                    |                         | \$3,568,428    |



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2025

Storm Lake

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### Revenue

|                                    | General<br>Fund<br>Streets<br>(001) | Road<br>Use<br>(110) | Other<br>Special<br>Revenues | Debt<br>Service<br>(200) | Capital<br>Projects<br>(300) | Utilities<br>(600 & U0) | Grand<br>Total |
|------------------------------------|-------------------------------------|----------------------|------------------------------|--------------------------|------------------------------|-------------------------|----------------|
| Levied on Property                 | \$0                                 |                      | \$291,488                    | \$0                      |                              |                         | \$291,488      |
| Other Taxes (Hotel, LOST)          | \$403,500                           |                      | \$83,714                     |                          |                              |                         | \$487,214      |
| Licenses & Permits                 |                                     | \$353                |                              |                          |                              |                         | \$353          |
| State Revenues - Road<br>Use Taxes |                                     | \$1,600,415          |                              |                          |                              |                         | \$1,600,415    |
| Charges/fees                       |                                     | \$15,237             |                              |                          |                              | \$0                     | \$15,237       |
| Transfer In                        |                                     | \$487,214            |                              |                          | \$404,999                    |                         | \$892,213      |
| <b>Total</b>                       | \$403,500                           | \$2,103,219          | \$375,202                    | \$0                      | \$404,999                    | \$0                     | \$3,286,920    |



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2025

Storm Lake

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### Bonds/Loans

| Bond/Loan<br>Description | Principal<br>Balance<br>As of 7/1 | Total<br>Principal<br>Paid | Total<br>Interest<br>Paid | Principal<br>Roads | Interest<br>Roads | Principal<br>Balance<br>As of 6/30 |
|--------------------------|-----------------------------------|----------------------------|---------------------------|--------------------|-------------------|------------------------------------|
|--------------------------|-----------------------------------|----------------------------|---------------------------|--------------------|-------------------|------------------------------------|

**Total**



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2025

Storm Lake

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### Equipment

| Description                     | Model Year | Usage Type | Cost      | Purchased Status |
|---------------------------------|------------|------------|-----------|------------------|
| Chevy 3500 Truck                | 1995       | Purchased  | \$18,698  | Junked           |
| Chevy 3500 Truck                | 1990       | Purchased  | \$15,000  | Junked           |
| Kubota B300 Asphalt Roller      | 1991       | Purchased  | \$16,280  | No Change        |
| Chevy C/70 Truck                | 1983       | Purchased  | \$67,738  | Junked           |
| Chevy 3500 Truck                | 1992       | Purchased  | \$14,327  | No Change        |
| John Deere 6300 Tractor         | 1997       | Purchased  | \$36,692  | Traded           |
| Case 580 Backhoe                | 1993       | Purchased  | \$34,307  | No Change        |
| Ford F550 Truck                 | 2012       | Purchased  | \$29,575  | No Change        |
| Rotary Brush Clearer            | 2020       | Purchased  | \$9,000   | No Change        |
| Kenworth Snow Plow              | 2011       | Purchased  | \$79,900  | No Change        |
| John Deere 672CH II Road Grader | 2004       | Purchased  | \$155,900 | No Change        |
| International 7400 Plow Truck   | 2019       | Purchased  | \$158,875 | No Change        |
| Chevy Kodiak Truck              | 1995       | Purchased  | \$41,703  | No Change        |
| Tandem Plow Truck               | 2022       | Purchased  | \$188,045 | No Change        |
| GMC Sierra 3500                 | 2022       | Purchased  | \$49,343  | No Change        |
| Housby Wheel Loader             | 2022       | Purchased  | \$247,871 | Traded           |
| International 4700 Truck        | 1997       | Purchased  | \$36,607  | No Change        |
| John Deere 624G Loader          | 1997       | Purchased  | \$61,638  | No Change        |
| 2018 SDLG L948F – Endloader     | 2018       | Purchased  | \$150,400 | No Change        |
| 2021 SDLG L959F – Endloader     | 2021       | Purchased  | \$247,871 | No Change        |
| 2022 Ford 750 – Boom Truck      | 2022       | Purchased  | \$77,570  | No Change        |



## City Street Finance Report

Fiscal Year 2025

Bureau of Local Systems

Storm Lake

Ames, IA 50010

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| Description                                    | Model Year | Usage Type | Cost      | Purchased Status |
|------------------------------------------------|------------|------------|-----------|------------------|
| 2021 International A26 – Dump Truck            | 2021       | Purchased  | \$188,045 | No Change        |
| 2008 Dodge 3500                                | 2008       | Purchased  | \$52,140  | No Change        |
| 2015 Freightliner 114SD – Concrete Mixer Truck | 2015       | Purchased  | \$138,575 | No Change        |
| Ford F550                                      | 2023       | Purchased  | \$49,350  | No Change        |
| John Deere 320 P-Tier Backhoe Loader           | 2023       | Purchased  | \$150,400 | No Change        |
| Kenworth T370 Heritage D                       | 2022       | Purchased  | \$178,875 | No Change        |
| Chevy C/70 Truck                               | 1990       | Purchased  | \$22,995  | Junked           |
| Freightliner 2 Ton Truck                       | 2008       | Purchased  | \$70,000  | No Change        |
| 2022 Ford F750 Boom Aerial Truck               | 2022       | Purchased  | \$152,030 | No Change        |
| Chevy C/8500 Truck                             | 1999       | Purchased  | \$67,000  | No Change        |
| Backhoe Hammer                                 | 2011       | Purchased  | \$11,500  | No Change        |
| Western Star 4700SF                            | 2017       | Purchased  | \$145,000 | No Change        |
| Volvo Wheel Loader                             | 2019       | Purchased  | \$122,900 | No Change        |
| Chevy Silverado                                | 2018       | Purchased  | \$41,872  | No Change        |
| International 7400 Plow Truck                  | 2014       | Purchased  | \$67,600  | No Change        |
| Sterling Tandem Dump Truck                     | 2002       | Purchased  | \$69,995  | No Change        |
| Stump Grinder                                  | 2011       | Purchased  | \$30,324  | No Change        |
| ALF Condor Lite Sweeper Truck                  | 2008       | Purchased  | \$195,000 | No Change        |
| Chevy CC850 Dump Truck                         | 2003       | Purchased  | \$74,055  | No Change        |
| Ford F313 Truck                                | 2003       | Purchased  | \$31,125  | Junked           |
| 1 Ton Pickup with Dump Body                    | 2022       | Purchased  | \$49,745  | No Change        |
| Komatsu WA250 Loader                           | 2002       | Purchased  | \$98,725  | Traded           |
| Freightliner FL80 Truck                        | 2002       | Purchased  | \$57,177  | No Change        |



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2025

Storm Lake

10/10/2025 3:42:22 PM

| Description                         | Model Year | Usage Type | Cost      | Purchased Status |
|-------------------------------------|------------|------------|-----------|------------------|
| Bobcat 5610                         | 2017       | Purchased  | \$56,278  | No Change        |
| T770 T4 Bobcat Compact Track Loader | 2024       | Purchased  | \$135,164 | New              |
| M6-111DTC-F-1 Kubota Tractor        | 2024       | Purchased  | \$85,100  | New              |
| GMC Sierra 3500HD                   | 2024       | Purchased  | \$41,100  | New              |



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2025

Storm Lake

10/10/2025 3:42:22 PM

### Street Projects

| Project Description                              | Contract Price | Final Price | Contractor Name                   |
|--------------------------------------------------|----------------|-------------|-----------------------------------|
| 2024 Memorial Road Street & Utility Improvements | \$3,127,240    | \$3,359,560 | Reding's Gravel & Excavating Inc. |



Bureau of Local Systems  
Ames, IA 50010

## City Street Finance Report

Fiscal Year 2025

Storm Lake

10/10/2025 3:42:22 PM

### Summary

|                       | General<br>Fund<br>Streets<br>(001) | Road<br>Use<br>(110) | Other<br>Special<br>Revenues | Debt<br>Service<br>(200) | Capital<br>Projects<br>(300) | Utilities<br>(600 & U0) | Grand<br>Total |
|-----------------------|-------------------------------------|----------------------|------------------------------|--------------------------|------------------------------|-------------------------|----------------|
| Begining Balance      | \$0                                 | \$1,764,909          | \$0                          | \$0                      | \$0                          | \$0                     | \$1,764,909    |
| SubTotal Expenses (-) |                                     | \$1,979,728          | \$291,488                    |                          | \$404,999                    |                         | \$2,676,215    |
| Transfers Out (-)     | \$403,500                           | \$404,999            | \$83,714                     |                          |                              |                         | \$892,213      |
| Subtotal Revenues (+) | \$403,500                           | \$1,616,005          | \$375,202                    | \$0                      |                              | \$0                     | \$2,394,707    |
| Transfers In (+)      |                                     | \$487,214            |                              |                          | \$404,999                    |                         | \$892,213      |
| Ending Balance        | \$0                                 | \$1,483,401          | \$0                          | \$0                      | \$0                          | \$0                     | \$1,483,401    |

Resolution Number:

Execution Date:

Signature:

**RESOLUTION NO. 20-R-2025-2026**

**RESOLUTION APPROVING THE 2024-2025 FISCAL YEAR STREET FINANCE  
REPORT**

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

That the 2024-2025 Fiscal Year Street Finance Report be approved.

PASSED AND APPROVED this 20th day of October, 2025.

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Michael Porsch, Mayor

ATTEST:

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Mayra A. Martinez, City Clerk

## Staff Summary

10/20/2025

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:** Mayra Martinez, City Clerk

**SUBJECT:** **Motion To Approve Request to Waive Fees for Public Records Request**

**BACKGROUND:** Jacob Hall, Editor of the Iowa Standard is requesting that City Council waive the \$375 fee for public records request involving the planning to inspect or obtain copies of public records that involve the **planning** and/or **discussion** of the “Banned Books Week Author Zoom” event with Willie Carver Jr. This includes any and all communications involving **ANY** of the following people:  
Elizabeth Huff, Aimee Campbell, Beth Dawson, Eddie Morales, Victoria Mero, Kathryn McKinley, Alex Stansberry, Beatrice Walker, Keri Navratil, David Derragon and Dana Larsen.

Key terms to search for would include: “banned books,” “Banned Books Week Author Zoom,” “Willie Carver.” I would request this records request be conducted for records from Jan. 1, 2025 through today (October 7, 2025).

The City of Storm Lake contracts I.T. Services with Rebnord Technologies. In order to complete the request from the Iowa Standard, it would take 2.5 hours of worktime. Public records requests are not addressed in the Service Provider for Managed IT Services agreement and not part of the monthly service fee . The City of Storm Lake would be charged \$375.

In an effort to reduce the cost, Mr. Hall eliminated half of the email addresses and revised the request to include six city employees.

However, it is still expected to be 2.5 hours of work time to complete the updated request.

The City of Storm Lake follows Iowa Code specifications on examination of public records. The public is afforded the right to request, examine, copy or publish information contained in public records, except for those records that are by law designated as confidential by [Iowa Code section 22.7](#), those that are sealed by order of a state or federal court, or other provisions of law. Requests for access to a public record may be made in person, in writing, by e-mail, or by telephone and should be directed to the Storm Lake City Clerk.

**Fees**

- For requests that require extended research, a fee may be charged to account for the staff time necessary.
- The City may also charge the cost of any requested information storage materials such as a USB “flash drive.”
- Postage costs may be included if the person requests physical materials mailed to them.
- The City may assess a printing fee for requests that require copying of more than 10 pages of material.
- Fees may vary depending on the nature of a request. The City will provide an estimate of cost when requested. The City may require payment in advance of service.

**FISCAL IMPACT:**

**RECOMMENDATION:** Funding for the request would come from general fund reserves or the Library will need to reduce their budget by \$375.

**ATTACHMENTS:**

1. email
2. Rebnords Technologies - IT Service Agreement 2024-2025
3. Invoice 38802

From: The Iowa Standard Newsdesk <newsdesk@theiowastandard.com>  
Sent: Wednesday, October 15, 2025 12:17 PM  
To: Mayra Martinez  
Cc: Keri Navratil  
Subject: Request for inclusion on St Lake CC agenda 10-20-25

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Good afternoon. I am writing to ask the Storm Lake City Council to consider waiving fees associated with my open records request. In this email I'll explain the situation as well as include my original records request.

I filed an open records request with the City of Storm Lake on Oct. 7, 2025. My request sought communications about an event hosted at the Storm Lake Library involving any of 11 different city employees. Mayra Martinez responded the estimate would be 2.5 hours of work and the cost for the records would be \$375. Iowa law requires fees pertaining to records request be reasonable. Seeing as \$375 for 2.5 hours of work adds up to more than \$300,000/year, it seemed unreasonable. I sought opinion from Randy Evans with the Iowa Freedom of Information Council and he agreed.

In an effort to reduce the cost, I eliminated half of the email addresses and revised my request to include six city employees. The thought was if records from 11 different employee email accounts would take 2.5 hours of work to retrieve and cost \$375 then trimming it down to six should cut it in half. However, Mayra told me that the 2.5 hours of work and \$375 fee is not based on how many employee email accounts. So, hypothetically, it seems if I asked for emails from one employee or every City of Storm Lake employee, it would be 2.5 hours for \$375.

Due to the concerns I have about the reasonableness of this I began filing a

complaint with the Iowa Public Information Board on Oct. 15. However, the city manager told me I could request the fees be waived by the city council. In my Oct. 7 request, I did request fees be waived to help the public's understanding of how the event at the Storm Lake Library came about. I am hoping to reach a resolution with the city prior to filing the complaint with the Iowa Public Information Board.

So, I would to again formally request the fees be waived if they are over \$100 as I stated in my original request. I appreciate your time and your consideration.

Original request:

Under the Iowa Open Records Law 22.1 et seq., I am requesting an opportunity to inspect or obtain copies of public records that involve the planning and/or discussion of the Banned Books Week Author Zoom event with Willie Carver Jr. This includes any and all communications involving ANY of the following people:

Elizabeth Huff, Aimee Campbell, Beth Dawson, Eddie Morales, Victoria Mero, Kathryn McKinley, Alex Stansberry, Beatrice Walker, Keri Navratil, David Derragon and Dana Larsen.

Key terms to search for would include: banned books, Banned Books Week Author Zoom, Willie Carver. I would request this records request be conducted for records from Jan. 1, 2025 through today (October 7, 2025). If there are any fees for searching or copying these records, please inform me if the cost will exceed \$100. However, I would also like to request a waiver of all fees in that the disclosure of the requested information is in the public interest and will contribute significantly to the public's understanding of how such an event came to be at the Storm Lake Public Library. This information is not being sought for commercial purposes.

The Iowa Open Records Law requires a response time within ten to twenty business days. If access to the records I am requesting will take longer than that time period, please contact me with information about when I might expect copies or the ability to inspect the requested records.

If you deny any or all of this request, please cite each specific exemption you feel justifies the refusal to release the information and notify me of the appeal procedures available to me under the law.

Thank you for considering my request.

Jacob Hall  
Editor  
The Iowa Standard  
712-449-5679 (cell)  
Newsdesk@theiowastandard.com (email)

**Rebnord Technologies, Inc.**

210 Sale Barn Road  
Storm Lake, IA 50588  
(712) 732-6449  
[support@rebtech.com](mailto:support@rebtech.com)

**City of Storm Lake**

620 Erie Street  
Storm Lake, IA 50588  
(712) 732-8000

**RE: Managed IT Service Agreement 2024-2025**

Honorable Mayor and City Council Members:

The purpose of this Agreement is to outline the terms and conditions under which Rebnord Technologies, Inc. will provide Managed IT Services to the City of Storm Lake.

**Scope of Services:**

This Agreement ("Agreement") is entered into between Rebnord Technologies, Inc. ("Service Provider") and City of Storm Lake ("Client") for the provisioning of managed IT services. The scope of services includes, but is not limited to, the following items which are detailed in the attached addendum entitled, "Addendum: Department Roles and Responsibilities".

**Information Technology Department**

- Virtual Chief Information Officer
- Information Technology Systems Administrator
- Information Technology Network Administrator
- Information Technology Help Desk
- Facility Security Manager
- Fiber Plant Facilities Manager

Additional services and optional add-ons are available. Pricing is included in the attached addendum entitled, "Addendum: Additional Services and Optional Add-Ons".

Service Provider shall be available to Client 24 hours/day, 7 days/week, including holidays and other business office closures. Service Provider will make reasonable, good-faith efforts to respond within fifteen (15) minutes of initial notification. However, the guaranteed response time will be within two (2) hours of initial notification. Response time does not guarantee a resolution, and with remote management and monitoring capabilities, on-site presence may not be necessary.

Service Provider at their discretion shall assist Client in warehousing Client-owned spare equipment at Service Provider's facilities. This may include computers, network equipment, or fiber optic inventory items.

#### Exclusions:

This agreement is designed to cover all aspects of the Information Technology Department, there are some exclusions to this agreement. Large projects may require additional resources, staffing, or subcontractors and therefore additional amendment to this agreement. Service Provider will inform Client of any such possible projects as soon as they are made aware of them and will work with Client to determine if they fall within the scope of the current agreement or if an amendment shall be made. Examples of such projects may include building new facilities, significant expansion or change to the fiber optic network, or significant increases to the overall usage and needs of Information Technology across the Client's site.

#### Term:

The initial term of this Agreement shall be January 1, 2024 through December 31, 2025 renewable upon mutual agreement of both parties up to one (1) optional three-year extension. This may result in a total of up to five (5) years.

#### Pricing:

In consideration of the services provided, the Client agrees to pay the Service Provider for Managed IT Services, a monthly fee of **[\$6,223.96]** due the Friday following the second City Council meeting of the month. Pricing shall remain constant during the initial two (2) year agreement period. Following the initial period, pricing may be adjusted annually.

Additional Services and Optional Add-On Services that the Client utilizes will be calculated and billed per the term defined. Monthly add-on items will be included on the invoice for Managed IT Services. Quantities for Additional Services and Optional Add-On Services will be adjusted monthly as usage changes. All items require a minimum of a twelve (12) month commitment. Annual or one-time purchases will be invoiced at the time of purchase.

This does not include pricing for hardware, software, or maintenance agreements. Those products and services are quoted separately from this agreement and shall not be considered part of this agreement.

#### Responsibilities of Service Provider:

Service Provider agrees to:

- Provide managed IT services in a professional manner.
- Monitor and maintain the client's IT infrastructure.
- Respond promptly to service requests and issues.
- Implement necessary security measures to protect client data.
- Keep the client informed of any significant changes or upgrades.

#### Responsibilities of Client:

Client agrees to:

- Provide access to necessary systems and information.
- Promptly report any issues or service requests.
- Comply with recommended security practices.
- Inform Service Provider of any changes to the IT environment.

#### Confidentiality:

The parties involved in this Agreement acknowledge and agree to treat all information, data, and materials exchanged over the course of this agreement as confidential and proprietary. Each party commits to maintaining the utmost confidentiality and to not disclose, reproduce, or use such information for any purpose other than the fulfillment of their respective obligations under this agreement. This obligation extends to all employees, agents, and subcontractors involved in the provision or receipt of services.

#### Termination and Off Boarding:

Either party may terminate this Agreement with thirty (30) days written notice. In the event of termination, the Client shall pay for all services provided up to the date of termination or off-boarding. The process of off boarding may take longer than thirty (30) days of which the timing will be primarily driven by the incoming organization engaged to provide the Managed IT Services.

Termination of Managed IT Service Agreement does not terminate subscriptions or services with an annual commitment. Those can only be terminated at the expiration of the subscription.

#### Limitation of Liability:

The Service Provider's liability for any claims arising out of this Agreement shall not exceed the total amount paid for Managed IT Services by the Client during the one (1) month preceding the claim.

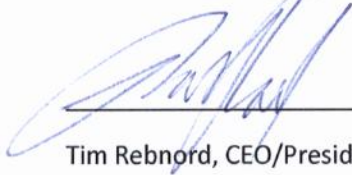
#### Miscellaneous:

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings. Any amendments to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Managed IT Service Agreement as of the date first above written.

Rebnord Technologies, Inc.

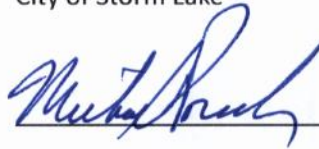
City of Storm Lake



12-12-23

Tim Rebnord, CEO/President

Date



12/18/23

Michael Porsch, Mayor

Date

## Addendum: Department Roles and Responsibilities

The purpose of this addendum is to describe the various roles and responsibilities of a typical Information Technology Department. These functions are core to Rebnord Technologies offerings as your outsourced Information Technology Provider.

### Virtual Chief Information Officer

The role of Virtual Chief Information Officer (vCIO) is to provide strategic technology leadership and guidance to organizations. Leveraging a deep understanding of both business and technology, we collaborate with executive teams to align IT strategies with overall organizational objectives. Responsibilities include assessing current IT infrastructure, recommending technology solutions, managing cybersecurity initiatives, and ensuring the efficient use of technology resources to drive innovation and optimize business processes. The vCIO plays a crucial role in shaping the organization's digital strategy, fostering technological resilience, and facilitating the adoption of emerging technologies to enhance overall business performance.

Primary functions of the vCIO include:

- Short-Term and Long-Term Budget development
- Assistance with acquisition, and document the procurement of equipment
- Maintain an inventory of assets and determine appropriate replacement life-cycles
- Project Consulting
- Cybersecurity Policy Planning
- Resource Management
- Disaster Recovery Policy Planning

### Information Technology Systems Administrator

The Information Technology (IT) Systems Administrator is responsible for managing and maintaining an organization's computer systems and serves to ensure seamless operations. This role involves installing, configuring, and troubleshooting hardware and software, implementing security measures, and providing technical support to end-users. The Systems Administrator collaborates with other IT professionals to plan and execute system upgrades, backups, and disaster recovery strategies. Additionally, they monitor system performance, analyze data, and implement solutions to optimize efficiency and address potential issues, contributing to the overall reliability and functionality of the IT infrastructure.

Primary functions of the IT Systems Administrator include:

- Maintain physical and virtual servers
- Implement and Manage Cybersecurity Policies
- Implement, Monitor, and Maintain a proper backup policy in compliance with Disaster Recovery Policies
- Monitor email systems for security compliance

### Information Technology Network Administrator

The Information Technology (IT) Network Administrator is responsible for the design, implementation, and maintenance of an organization's computer networks. The role involves configuring and managing network devices, ensuring seamless connectivity, and troubleshooting any issues that may arise. Collaborating with other IT professionals, they play a crucial part in safeguarding network security, implementing updates and patches, and optimizing network performance. Additionally, they are tasked with monitoring network activity, analyzing data to identify potential vulnerabilities, and recommending improvements to enhance overall network efficiency. Their expertise in network protocols, hardware, and software will contribute to the reliable and secure operation of the organization's IT infrastructure.

Primary functions of the IT Network Administrator include:

- Install, Configure, Tune, and Maintain Firewalls, Switches, Routers, and Wireless Access Points
- Implement Firewall rules in compliance with the organizations Cyber Security Policies.
- Respond to evolving threats and implement zero-day fixes to limit potential vulnerabilities.
- Continuously monitor and respond to network outages, potential threats, and interruptions in connectivity.

### Information Technology Help Desk

The Information Technology (IT) Help Desk Technician is responsible for providing essential technical support to end-users, addressing hardware and software issues, and troubleshooting IT-related problems. Their role involves responding to user inquiries, diagnosing, and resolving technical issues via phone, email, or in-person, and escalating complex problems to higher-level support when necessary. Additionally, they assist in maintaining IT infrastructure, updating documentation, and ensuring the smooth operation of computer systems.

Primary functions of the Information Technology Help Desk include:

- Provide Phone, Email, and In-Person Support to the End-User
- Create, Update, and Respond to Help Desk Tickets from End-Users
- Document procedures and processes to assist other IT Teams in troubleshooting issues
- Escalate and assign issues to proper IT Teams based on severity, and type of issue
- Install, Update, and Maintain client workstations

### Facility Security Manager

The Facility Security Manager is responsible for developing, implementing, and overseeing robust access control measures and security protocols within the organization. This role is responsible evaluating and enhancing physical and digital security systems, managing facility access permissions, conducting risk assessments, and collaborating with cross-functional teams to ensure the integrity of the organization's assets and information. Additionally, they will stay abreast of emerging security threats and industry best practices to continuously improve and adapt security measures, fostering a secure and compliant environment.

Primary functions of the Facility Security Manager include:

- Plan and Implement Access Control and Security Camera Systems
- Periodically review and test access control and security camera systems
- Maintain cameras and periodically clean or adjust cameras
- Work with law enforcement to retrieve or review information as requested

### Fiber Plant Facilities Manager

The Fiber Plant Facilities Manager oversees the planning, implementation, and maintenance of fiber optic infrastructure to ensure optimal network performance. Responsible for coordinating with cross-functional teams, this role involves managing the deployment of fiber optic cables, collaborating with contractors, and troubleshooting connectivity issues. The Fiber Plant Facilities Manager also plays a key role in budget management, quality control, and adherence to industry standards, ensuring the reliability and efficiency of the fiber network. Additionally, they may engage in strategic planning to support future network expansion and technology upgrades.

Primary functions of the Fiber Plant Facilities Manager include:

- Periodically test and review ability to trace fiber optic plant
- Monitor for changes in signal quality and determine cause and work with other teams to correct the issue.
- Assist with and consult on acquisition of information for GIS and Iowa One-Call
- DOES NOT INCLUDE acquisition of new points, creation of layers, or data management of a GIS system.
- DOES NOT INCLUDE primary locating services

**REBNORD TECHNOLOGIES**

210 Sale Barn Rd  
Storm Lake, IA 50588-7315  
712-732-6449  
support@rebtech.com  
www.rebtech.com



## INVOICE

**BILL TO**

Accounts Payable  
City of Storm Lake  
PO Box 1086  
620 Erie St.  
Storm Lake, IA 50588

**INVOICE #** 38802**DATE** 10/17/2025**DUE DATE** 11/16/2025**TERMS** Net 30

| DESCRIPTION                                                                                                                         | QTY  | RATE   | AMOUNT          |
|-------------------------------------------------------------------------------------------------------------------------------------|------|--------|-----------------|
| RE: "Banned Books Week Author Zoom" FOIA Request                                                                                    |      |        |                 |
| FOIA Request: Read/Review FOIA Request and determine course of action.                                                              | 0.25 | 150.00 | 37.50T          |
| FOIA Request: Analyze request's language to develop the database language syntax required and run query.                            | 1    | 150.00 | 150.00T         |
| FOIA Request: Analyze query results, verify results meet FOIA request criteria, package data for delivery to data owner for review. | 1.25 | 150.00 | 187.50T         |
| SUBTOTAL                                                                                                                            |      |        | 375.00          |
| TAX (0%)                                                                                                                            |      |        | 0.00            |
| TOTAL                                                                                                                               |      |        | 375.00          |
| BALANCE DUE                                                                                                                         |      |        | <b>\$375.00</b> |

## Staff Summary

10/20/2025

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:** Lee Dutfield, Development Services Specialist

**SUBJECT:** **Motion To Approve Agreement with Iowa Codification for Code Update Project and On-Line Code Development**

**BACKGROUND:** The City has been maintaining their Code in house for over thirty years. During that time the software that the City used for a number of years was discontinued and is no longer supported and City staff have had to utilize basic software products to maintain the Code. The City needs to do a full review and update of the City's Code to ensure compliance with State and federal laws.

Chapter 380.8 of the Code of Iowa requires that a City update their Code every five years or more frequently. The City is well overdue for a full update and in doing so City staff would like to streamline the process to become more efficient and provide for more timely updates in the future.

Iowa Codification is an Iowa based business with offices located in Storm Lake, who has a strong reputation of assisting Iowa cities and counties with this type of project. They have over 500 clients in the State and only work with Iowa cities and counties. They are familiar with the City and Iowa cities codes and have a robust online option that staff feels will benefit City staff, elected officials, and citizens.

Iowa Codification will assist the City in doing a full review of the existing code and all ordinances for this project. They will bring questions to City staff where they identify inconsistencies, the need for clarification, or where potential beneficial modifications can be made. The City will have the ability to modify, accept, or deny these suggestions as the City determines is best. They can also provide sample language for areas where Council or staff feel modifications

are needed. Iowa Codification will also incorporate into the code all needed legislative changes over the past 20 plus years.

Iowa Codification will also reformat the code to be in a chapter and section format which is easier to read and follow for all users of the system.

Once the review portion of the project is completed, they will prepare a draft of the new Code for the City's review. At that time, we will have the ability to review the draft and make changes and modifications. The City will also conduct a proof of the draft on their side for grammatical, formatting, and consistency purposes. Content review will be the responsibility of the City. Following the draft and proofer review Iowa Codification will make any changes necessary and work with the City to finalize any outstanding issues. They will perform a final proof. They will then provide the City with the new Code for adoption, which will be adopted in sum total as a new Code for the City.

While the City is adopting the new Code, Iowa Codification will convert the code into an online format that is fully functional, mobile device friendly, and fully searchable. This code will be linked from their partner agency's website to our site for staff, elected officials, and citizens to access 24/7. The website also features user engagement tools that anyone can use when they create a unique profile on the system. The creation of a unique profile is free to the end user. These features include the ability to save notes (or annotate), bookmark sections, and get alerts from the Code. Other features that are available without a login include the ability to search, print directly from the code, share links to various chapters and sections.

[An example of another online code prepared and maintained by the City is the City of Bedford and can be viewed here:](#)

The project will take several months to complete, and the costs of the project will be split out between two fiscal years. The project includes the incorporation of the City's Zoning Code and Subdivision Regulations into the Code as a full combined document, ensuring that the full document will be available in the online format and fully searchable.

Moving forward, the City will work with Iowa Codification to set up a regular schedule for updating the code based on the adoption of future ordinances and needed legislative changes. Iowa Codification does an annual review following the closing of the Iowa Legislative session of

all bills adopted to determine needed changes in local codes. They will present these to the City annually for the City to choose which modifications are needed. Additionally, Iowa Codification will provide regular supplementing services for the Code. Supplementing services include the incorporation of adopted ordinances into the Code, including both paper and online formats. Staff will determine the best schedule for these services during the code project. The supplementing process does require additional payments to Iowa Codification based on the number of pages of content changed and the number of pages that need to be reprinted. Legislative changes are priced individually so we can choose what is critical and needed vs. what is not important to the City.

**FISCAL IMPACT:**

The total cost of the project breaks down as follows:

Code Update Project is a total cost of \$18,000. This cost is for Iowa Codification to work with City staff to update the Code, create the draft, and proof the code as indicated in the summary of the project above. This also includes the incorporation of the Zoning Code and Subdivision Regulations, so everything is contained in one volume.

This cost will be broken down into three payments which will spread out over the current fiscal year and the next fiscal year. A down payment of \$4,500 is included in the proposal. Iowa Codification has agreed to bill for the down payment after July 1, 2026, to help facilitate the budget process for the City.

The online costs are currently estimated based on the best guess of the total size of the final code. With the Zoning Code still in development and the conversion and review to come it is difficult to pin down the exact costs. Iowa Codification has tried to estimate the costs based on the high end. The development of the online code has two parts as follows:

- Setup Fee

This is a one-time fee of between \$1,000.00 and \$1,300.00 to convert the final draft code into the online format. This will be due at the end of the project once the code is available in the online format.

- Web Hosting

This is an annual fee that is estimated to be between \$500.00 and \$650.00. This covers the cost of the online hosting of the cost on an annual basis.

The proposal includes one printed copy of the book, but Iowa Codification can print additional copies and provide new binders and

tab sets as needed.

Moving forward with the project, the hard costs of the project will be \$18,000.00 plus the final online cost depending on the final size of the new Code. The maximum cost based on the estimates including the project, the online development and first year's online hosting would be \$19,950.00.

**RECOMMENDATION:** Approve contract with Iowa Codification th Iowa Codification for Code Update Project and On-Line Code Development.

**ATTACHMENTS:**

1. Storm Lake 2025 Code Update Contract for CItY Signature

**LOCAL GOVERNMENT PROFESSIONAL SERVICES, INC.  
DBA IOWA CODIFICATION**

114 E. 5<sup>th</sup> Street.  
P.O. Box 244  
Storm Lake, Iowa 50588  
(641) 357-7596

**AGREEMENT FOR CODIFICATION SERVICES**

Iowa Codification, hereinafter referred to as the COMPANY, and the City of Storm Lake, Iowa, hereinafter referred to as the CITY, hereby agree as follows:

**ARTICLE 1  
NEW CODE PREPARATION**

1.1 The CITY agrees to provide the following to the COMPANY: One (1) copy of all ordinances that have not been incorporated into the CITY's Code of Ordinances, a current copy of the CITY's existing code, and a list of any other special subjects not presently covered by the existing Code of Ordinances, but which are to be included in the new Code of Ordinances.

1.2 As part of the new code preparation, the CITY agrees to respond to questions posed in a Code Editor's Review Report that will be prepared after the COMPANY's review of the CITY's existing Code of Ordinances and materials provided pursuant to Section 1.1 hereof. The Code Editor's Review Report may include, but is not limited to, questions relating to specific code sections and chapters, suggested topics for further review, and sample language for the CITY to consider. The CITY agrees to review and respond to the materials provided in the Review Report and forward requested information to the COMPANY within 120 days after receipt of the Review Report.

1.3 The COMPANY agrees to furnish one (1) copy of a comprehensive draft Code of Ordinances, based on the COMPANY's copyrighted model Code of Ordinances and the materials provided by the CITY pursuant to Sections 1.1 and 1.2 hereof.

The parties hereto agree that all material provided by the COMPANY during preparation of the new code remains the property of the COMPANY and shall not be duplicated, copied, or in any fashion reproduced, in whole or in part, except for purposes of review by CITY officials, without the express written consent of the COMPANY.

1.4 The CITY agrees to review and modify the draft Code of Ordinances and to return the edited draft copy to the COMPANY within ninety (90) days after receipt of the draft Code.

1.5 A second draft code following the first draft will not be provided unless requested by the CITY. If a second draft is requested, the CITY agrees to pay the COMPANY's costs related to printing and shipping the second draft. The edited second draft must be returned within forty-five (45) days after receipt by the CITY. There shall be a charge of twenty dollars (\$20.00) per page for any further revisions to the second draft except for changes requested by the CITY which are due to typographical or similar errors on the part of the COMPANY.

1.6 The COMPANY agrees to prepare and print for use of the CITY one (1) complete copy (including new binder and tabs) of the new Code of Ordinances upon receipt of the edited draft(s) specified in Section 1.4 or 1.5 hereof. COMPANY also agrees to provide the Code of Ordinances on CD in Microsoft Word format after the code is adopted. Additional copies of the final code will be \$165.00 per copy (including new binders and tabs).

1.7 The Base Price for services and materials provided with respect to the contents of the new Code of Ordinances made up of sections of the COMPANY's model Code, the CITY's current code, and uncodified ordinances through the delivery of the draft shall be fourteen thousand dollars (\$14,000.00) plus four thousand dollars (\$4,000) for the zoning code. Additional local ordinances provided by the CITY to COMPANY after delivery of the draft code to the CITY, or other special materials, will be included in the new Code of Ordinances at the rate of thirty dollars (\$30.00) per page, provided such material does not require special typesetting, reproduction methods or other special handling.

If the draft Code of Ordinances is not edited and returned to the COMPANY within the time frames specified in either Section 1.4 or 1.5 of this AGREEMENT, and the delay makes it necessary to reprocess the draft to incorporate legislative changes or updates and revisions which have been developed by the COMPANY subsequent to delivery of the draft to the CITY, the Base Price will be increased by fifteen percent (15%) in order to cover costs incurred by the COMPANY.

1.8 Payment for services and materials provided under this AGREEMENT shall be as follows:

A. An initial payment of four thousand five hundred dollars (\$4,500.00) shall be due and payable upon execution of this AGREEMENT by the CITY.

B. A second installment of five thousand five hundred dollars (\$5,500.00) plus two thousand dollars (\$2,000.00) for the draft zoning code shall be due and payable upon delivery by the COMPANY of the draft copy of the new Code of Ordinances.

C. A third installment of four thousand dollars (\$4,000.00) plus two thousand dollars (\$2,000.00) for the final zoning code shall be due and payable upon the delivery of the final code and the proceedings for adoption to the CITY.

D. Final payment shall be due and payable upon delivery by the COMPANY to the CITY of the link to the online code. The payment shall be a total of one thousand four hundred ninety-five dollars (\$1,495.00). Nine hundred ninety-five dollars (\$995.00) is for the setup of the online code, and five hundred dollars (\$500.00) is an annual web hosting fee. The company shall bill the CITY annually for the annual web hosting fee of \$500.00. The annual web hosting fee may be subject to future increases.

1.9 All material provided by the COMPANY under the terms of this AGREEMENT is intended for the sole and exclusive use of the CITY, and the CITY shall not allow such material to be duplicated, copied, or in any manner reproduced in whole or in part for the use or benefit of any other person, city, governmental agency, firm, or corporation for profit without the express written consent of the COMPANY.

## **ARTICLE 2**

### **TERMINATION AND NONCOMPLIANCE**

2.1 This AGREEMENT is terminable by either party upon written notice given to the other party no later than ten (10) days prior to the requested termination date. If this AGREEMENT is terminated by the CITY after the COMPANY has delivered a draft copy of the new Code as provided in Section 1.3 or 1.5 hereof and before the COMPANY has delivered the copies of the new Code as provided in Section 1.6 hereof, the CITY shall pay the COMPANY an amount equal to the Base Price set out in Section 1.7 hereof.

2.2 At the option of the COMPANY, if the CITY does not provide to the COMPANY responses to the Code Editor's Review Report as specified in Section 1.2 hereof or such later date as may be agreed upon by the CITY and the COMPANY, the COMPANY may proceed with the project and produce the draft code based on materials provided in Section 1.1 of this agreement.

If the edited draft(s) are not returned within the time as specified in Sections 1.4 or 1.5 hereof, or such later date as may be agreed upon by the CITY and the COMPANY, the CITY shall pay the COMPANY an amount equal to the Base Price set out in Section 1.7 hereof.

IN WITNESS WHEREOF, the CITY and the COMPANY have executed this AGREEMENT as of the dates shown opposite the signatures below.

CITY OF: Storm Lake

By: \_\_\_\_\_  
Mayor Date

Attest: \_\_\_\_\_  
City Clerk Date

LOCAL GOVERNMENT PROFESSIONAL SERVICES, INC.  
DBA IOWA CODIFICATION

By: Jennifer Movall September 22, 2025  
Jennifer Movall Date

## Staff Summary

10/20/2025

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:** Scott Olesen, Building and Code Compliance Director

**SUBJECT:** **Ordinance No. 03-O-2025-2026 For A Zoning Map Amendment Change In The IN-3 Hospital Medical Facilities Zoning District To Allow For A Change To CC Community Commercial - 2nd Reading**

**BACKGROUND:** Michael Copeland, DBA Turn Around Properties Storm Lake, LLC, has filed an application with the City of Storm Lake seeking a Zoning Map amendment in the IN-3 Hospital Medical Facilities Zoning District to allow for a change to the CC, Community Commercial Zoning District for the property located at 1309 W Milwaukee Avenue.

The buildings at this location were formerly used by Mr. Copeland for a youth gymnastics facility and has also been used recently for martial arts training. The building was originally connected to the Buena Vista Regional Medical Centers health and fitness center and was at that time utilized for a youth gymnastics facility. The building owned by Mr. Copeland was disconnected from the BVRMC facility and a separate lot was created and was sold by BVRMC.

Mr. Copeland has been in the process of selling the property for some time and has had difficulty doing so due to the current zoning of the property limiting the uses the building could be utilized for. Mr. Copeland feels that the current zoning is no longer valid due to the fact that BVRMC no longer owns the property, and he does not plan to utilize the property as a hospital or medical type facility. Mr. Copeland has had interest in the property for commercial uses. Mr. Copeland's property is adjacent to the CC, Community Commercial Zoning District to the south. This request would extend that CC Zoning District to include Mr. Copeland's property.

The Planning & Zoning Commission met on Tuesday, September 9 at 5:00 and made the recommendation to approve the request for re-zoning to the City Council.

The following criteria was used in the review of the application:

The Planning and Zoning Commission shall determine the following:

1) Whether or not the current classification of the property to be re-zoned is valid. Mr. Copeland has stated that he feels the current Zoning is no longer valid due to the fact that the Hospital no longer owns the property. The Future Land Use Map also indicates that Mr. Copeland's lot as potentially being a "Highway, Commercial, or Industrial Zoning."

2) Whether there is a need for additional land zoned for the purpose requested. According to Table 2.1, of the Comprehensive Plan, Commercial property is currently 8.7 percent of the total land area of the City.

3) Whether the proposed change is consistent with the current land use plan, considering such factors:

i. Whether the re-zoning would result in a population density or development which would in turn cause a demand for services and utilities in excess of the capacity planned for the area. The current sewer and water mains in the area should be adequate to serve future development.

ii. Whether the re-zoning would result in the generating of traffic in excess of the capacity of existing and planned streets in the vicinity. The location fronts on a principal arterial road, so this will be adequate for the proposed needs.

Other items to consider are: 1) The size of the area to be re-zoned. In this case, the Future Land Use Map shows this property as a potential commercial use, and it is adjacent to an existing CC Zoning District. 2) The uses of the surrounding area. The other uses in the area are commercial and institutional. 3) The changing conditions of the area. The property in question was split off and sold by the Hospital and is suitable for commercial use. 4) The use to which the tract has been put. The last uses of the property have been permitted in the proposed zoning district. 5) The tracts' suitability and adaptability to various uses. The current IN-3 Zoning Classification does provide some limitations for development for commercial uses. Re-zoning would make it more flexible to utilize the property for a wider array of

business uses.

iii. Whether there is intent on the part of the applicant to develop the property to be re-zoned diligently and within a reasonable time. The property has an existing building on it and Mr. Copeland is actively trying to sell the property.

Additionally, the Storm Lake Comprehensive Plan has the following items which relate to this application:

The Future Land Use Map of the new Comprehensive Plan shows this property to be potentially used for "Highway, Commercial, and Industrial" uses.

Page 59 Goal 1: Support and expand the City's economic base. "Work with existing businesses to maintain or expand their current sites or relocate to more appropriate sites."

Goal 2: Provide adequate land and infrastructure to make locations within Storm Lake attractive to future businesses.

Ensure an adequate supply of land for business locations and target new areas for businesses in the Land Use Plan.

Since this is a change to the official Zoning map, it will require three readings by the City Council to approve the requested change in Zoning.

**FISCAL IMPACT:** Approximately \$170.00.

**RECOMMENDATION:** Review and approve on ~~1st reading: October 6th, 2025~~  
on 2nd reading: October 20th, 2025  
on 3rd reading: November 3th, 2025

**ATTACHMENTS:**

1. Ordinance No. 03-O-2025-2026 - Ordinance Amending Zoning Classification- 1703 E Lakeshore

**ORDINANCE NO. 03-O-2025-2026**

**ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF STORM LAKE, IOWA BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE**

WHEREAS, after due notice of intended action as provided by law, the City Council of the City of Storm Lake, Iowa, has determined that the zoning ordinance of this City should be amended as set forth below; and

WHEREAS, said action has been recommended by the Planning and Zoning Commission of the City of Storm Lake, Iowa;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa, that, pursuant to Article IV, Section 406 of the Zoning Ordinance of the City of Storm Lake, Iowa, the official zoning map, as referred to therein, is hereby amended as follows:

A PART OF LOT ONE (1) OF THE SECOND AUDITOR’S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW ¼ SE ¼) OF SECTION 33, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northwest (NW) corner of the Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼ ) of said Section 33; Thence South 00° 31’ 50” West along the West line of said Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼ ). 807.71 feet to the centerline of Iowa Highway No. 7; Thence South 67° 19’ 00” East along said centerline. 530.66 feet; Thence North 00° 20’ 00” West 48.98 feet; Thence North 89° 57’ 38” East, 202.44 feet; Thence South 00° 02’ 22” East, 229.46 feet to the North line of said Iowa Highway No. 7; Thence North 67° 16’ 14” West along said North line, 218.74 feet to the Point of Beginning.

are hereby rezoned from a district classification of IN-3 (Hospital Medical Facilities) to a district classification of CC (Community Commercial).

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED this 15<sup>th</sup> day of September, 2025

\_\_\_\_\_  
Michael Porsch, Mayor

ATTEST:

\_\_\_\_\_  
Mayra A. Martinez, City Clerk

## Staff Summary

10/20/2025

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:** Keri Navratil, City Manager

**SUBJECT:** **Motion To Approve Water Service Waiver Agreement**

**BACKGROUND:** Iowa Lakes Regional Water received a request from Adan Vazquez to be served water at his property located at Lot C in the NW 1/4 of Section 26, Washington Township, Buena Vista County, Iowa. This location is inside the Storm Lake two-mile water service area agreement.

In order for Iowa Lakes Regional Water to serve this address, the City must waive the rights to provide water service to this property.

However, should the property ever become contiguous to the City, the property owner will voluntarily petition for annexation.

**FISCAL IMPACT:** None

**RECOMMENDATION:** Approve Water Service Waiver Agreement

**ATTACHMENTS:**

1. [Vazquez\\_Release Request\\_9.10.2025](#)
2. [Vazquez map & property information](#)
3. [Vazquez](#)
4. [Jensen](#)



# IOWA LAKES

## REGIONAL WATER

September 10, 2025

Ms. Keri Navratil  
Storm Lake City Administrator  
PO Box 1086  
Storm Lake, IA 50588

**RE: Water service for Adan Vazquez**

Dear Ms. Navratil:

Iowa Lakes Regional Water has received a request from Adan Vazquez to be served water at his property known as Lot C in the NW ¼ of Section 26, Washington Township, Buena Vista County, Iowa. This location is inside the Storm Lake water service area agreement.

We are asking for the City of Storm Lake to release their property so Iowa Lakes Regional Water may serve them water. Please present this before the city council and let us know of your decision. Enclosed is a map of the location for your review.

If you have any questions, please call me at 712-262-8847. Thank you for your cooperation.

Sincerely,

Crystal O'Clair  
Project Development Specialist

Enclosure



N

# Buena Vista County, IA

## Summary

**Parcel ID** 1026100011  
**Alternate ID**  
**Property Address** N/A  
**Sec/Twp/Rng** 26-91-37  
**Brief Tax Description** 26-91-37 STORM LAKE WASHINGTON LOT C IN NE NW  
 (Note: Not to be used on legal documents)  
**Deed Book/Page**  
**Contract Book/Page**  
**Gross Acres** 3.70  
**Net Acres** 3.70  
**Class** A - Agriculture  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
**District** 00570 - WASHINGTON TWP/STORM LAKE SCH  
**School District** STORM LAKE SCHOOL DISTRICT

## Owners

**Deed Holder**  
[Jensen Robert D Jr](#)  
[5769 105th Ave](#)  
 Storm Lake IA 50588  
**Contract Holder**  
 Ponce Nora  
[Vazquez Adan](#)  
 121 S 15th St  
 Dakota City NE 68731  
**Mailing Address**

## Land

**Lot Area** 3.70 Acres ;161,172 SF

Assessor's lot sizes are for assessment purposes only and may NOT represent actual dimensions. For more accurate, complete data refer to GIS maps, plat maps, or legal documents.

## Sales

| Date      | Seller             | Buyer                    | Recording | Sale Condition - NUTC | Type     | Multi Parcel | Amount      |
|-----------|--------------------|--------------------------|-----------|-----------------------|----------|--------------|-------------|
| 2/23/2024 | JENSEN ROBERT D JR | VAZQUEZ ADAN, PONCE NORA | 240385    | Split or Division     | Contract |              | \$80,000.00 |

## Recent Sales in Area

### Sale date range:

From:

09/10/2

To:

09/10/2



Distance:

1500

Units:

Feet



## Valuation

|                           | 2025        | 2024        | 2023        |
|---------------------------|-------------|-------------|-------------|
| Classification            | Agriculture | Agriculture | Agriculture |
| + Assessed Land Value     | \$8,800     | \$6,350     | \$6,350     |
| + Assessed Building Value | \$0         | \$0         | \$0         |
| + Assessed Dwelling Value | \$0         | \$0         | \$0         |
| = Gross Assessed Value    | \$8,800     | \$6,350     | \$6,350     |
| - Exempt Value            | \$0         | \$0         | \$0         |
| = Net Assessed Value      | \$8,800     | \$6,350     | \$6,350     |

## Taxation

|                                       | 2024<br>Pay 2025-2026 | 2023<br>Pay 2024-2025 |
|---------------------------------------|-----------------------|-----------------------|
| + Taxable Land Value                  | \$4,690               | \$4,562               |
| + Taxable Building Value              | \$0                   | \$0                   |
| + Taxable Dwelling Value              | \$0                   | \$0                   |
| = Gross Taxable Value                 | \$4,690               | \$4,562               |
| - Homestead 65+ Exemption             | \$0                   | \$0                   |
| - Military Exemption                  | \$0                   | \$0                   |
| = Net Taxable Value                   | \$4,690               | \$4,562               |
| x Levy Rate (per \$1000 of value)     | 32.86058              | 31.64158              |
| = Gross Taxes Due                     | \$154.12              | \$144.35              |
| - Ag Land Credit                      | (\$5.84)              | (\$6.16)              |
| - Family Farm Credit                  | \$0.00                | (\$4.34)              |
| - Homestead Credit                    | \$0.00                | \$0.00                |
| - Disabled and Senior Citizens Credit | \$0.00                | \$0.00                |
| - Business Property Credit            | \$0.00                | \$0.00                |
| = Net Taxes Due                       | \$148.00              | \$134.00              |

### Homestead Tax Credit and Exemption

[Apply Online for the Homestead Tax Credit and Exemption](#)

### Military Service Tax Exemption Application

[Apply Online for the Military Service Tax Exemption](#)

### Tax History

| Year | Due Date       | Amount | Paid | Date Paid | Receipt |
|------|----------------|--------|------|-----------|---------|
| 2024 | March 2026     | \$74   | No   |           | 017763  |
|      | September 2025 | \$74   | No   |           |         |
| 2023 | March 2025     | \$67   | Yes  | 3/31/2025 | 998249  |
|      | September 2024 | \$67   | Yes  | 9/30/2024 |         |

### Pay Property Taxes

[Click here to pay your Property Taxes online for this parcel at iowatreasurers.org](#)

### Iowa Land Records

NOTICE! Iowa Land Records has launched a new 2.0 version of their web portal. Please see the following to access the new portal or for more information.

- If you work in the real estate industry professionally, submit a Business Application
- If you are an individual searching for your records or the records of family members, submit a Citizen Search Application

[Search Business Application](#)

[Citizen Search Application](#)

Already have an account? [Login Here](#)

[YOUTUBE 'Search 2.0 - Webinar 8.15.2023'](#)

Data for Buena Vista County between Beacon and Iowa Land Records is available on the Iowa Land Records site beginning in 1983.

For records prior to 1983, contact the County Recorder or Customer Support at [www.iowaLandRecords.org](http://www.iowaLandRecords.org).

### ARCA Digital Archives

The Buena Vista County Historical Document Research Site contains key county land documents, Drainage records & Board of Supervisors' minutes.

The documents contained in this Archive were digitized for historical preservation and protection of this important county record and to provide improved searching tools and access.

These document images are being made available to the public for research purposes.



No data available for the following modules: Related Parcels, Acre Summary, Residential Dwellings, Commercial Buildings, Agricultural Buildings, Yard Extras, Permits, Tax Sale Certificates, Photos, Sketches.



Parcel ID: 1026100011  
Sec/Twp/Rng: 26-91-37  
Property Address:  
District:  
Brief Tax Description:

Alternate ID's:  
Class: A  
Acres: 3.7

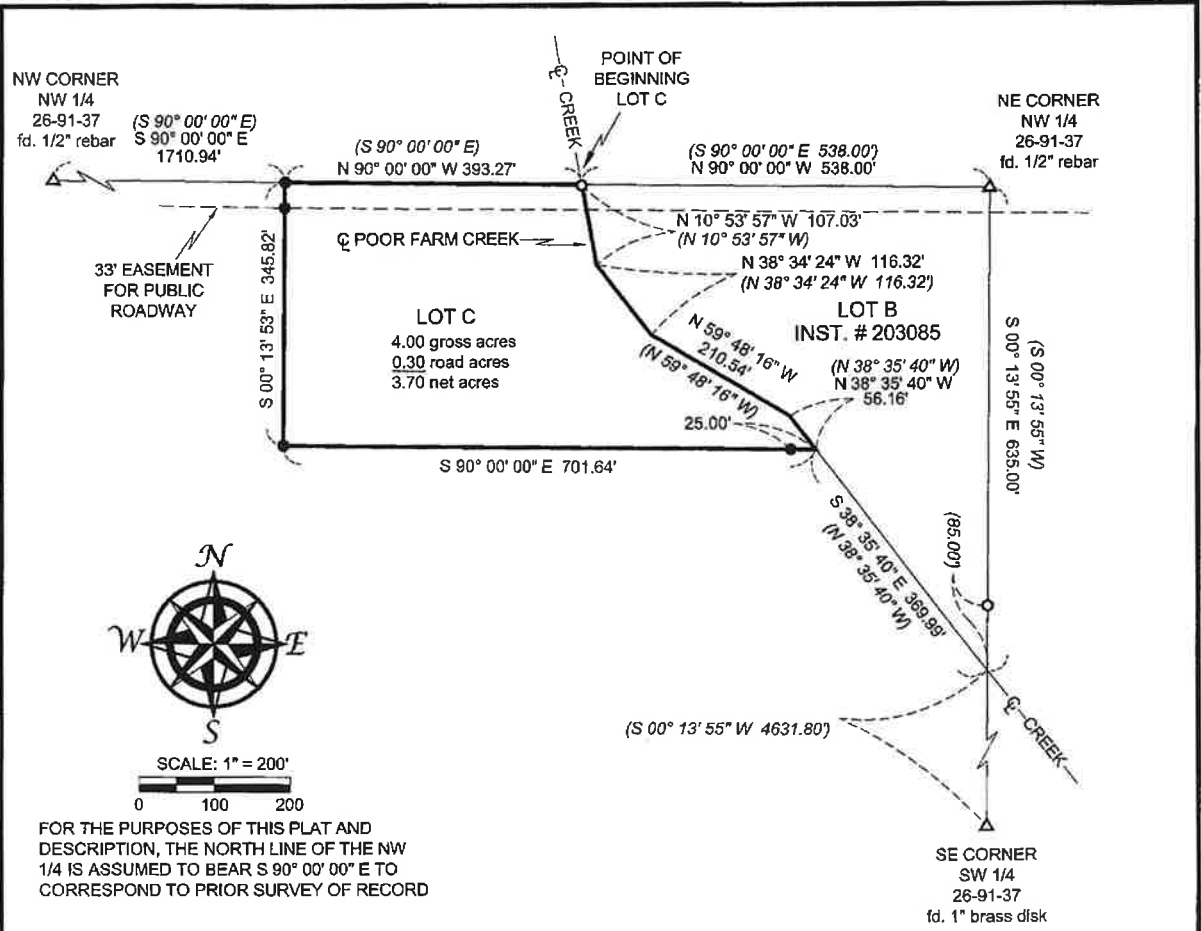
Owner Address: VAZQUEZ ADAN  
121 S 15TH ST  
DANOTA CITY, NE 68731

00570 - STORM LAKE WASHINGTON  
26-91-37 STORM LAKE WASHINGTON LOT C IN NE NW  
*(Note: Not to be used on legal documents)*

| INDEX LEGEND         |                                    |
|----------------------|------------------------------------|
| PLAT OF SURVEY LOT C |                                    |
| COUNTY:              | BUENA VISTA                        |
| LOT:                 | C                                  |
| SECTION:             | 26                                 |
| TOWNSHIP:            | T-91-N                             |
| RANGE:               | R-37-W                             |
| ALIQUOT PART:        | NE 1/4 NW 1/4                      |
| PROPRIETOR:          | ROBERT D. JENSEN JR.               |
| PLAT PREPARED FOR:   | MARGIE ROBINSON, CENTURY 21        |
| PLAT PREPARED BY:    | J. SCOTT SHEVEL                    |
| COMPANY NAME:        | ISG                                |
| OFFICE ADDRESS:      | 1725 N. LAKE AVE., STORM LAKE, IA. |
| PHONE:               | 712-732-7745                       |

*Ben Muggs* 1/2/2024  
 Buena Vista County Zoning Administrator Date

Instrument #: 240015  
 01/02/2024 01:17:39 PM Total Pages: 3  
 SUR SURVEY  
 Recording Fee: \$ 17.00  
 Curtis J. Reis, Recorder, Buena Vista County



### DESCRIPTION LOT C

**A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE 1/4 NW 1/4) OF SECTION 26, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

Commencing at the Northeast Corner (NE) of the Northwest Quarter (NW 1/4) of said Section 26; Thence North 90° 00' 00" West, along the North line of said Northwest Quarter (NW 1/4), 538.00 feet to the Northwest (NW) corner of Lot B in said Section 26, being also the Point of Beginning; Thence continuing North 90° 00' 00" West, along said North line, 393.27 feet; Thence South 00° 13' 53" East, 345.82 feet; Thence South 90° 00' 00" East, 701.64 feet to the western line of said Lot B; Thence along said western line the following four (4) courses: North 38° 35' 40" West, 56.16 feet; Thence North 59° 48' 16" West, 210.54 feet; Thence North 38° 34' 24" West, 116.32 feet; Thence North 10° 53' 57" West, 107.03 feet to the Point of Beginning.

Hereafter known as Lot C in Section 26, Township 91 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 4.00 acres and is subject to all easements or record.

- LEGEND OF SYMBOLS/ABBREVIATIONS**
- CORNERS FOUND (1/2" rebar w/opc no. 16749)
  - CORNERS SET (1/2" rebar w/rpc no. 11810)
  - △ SECTION CORNER FOUND (monuments as described)
  - rpc RED PLASTIC CAP
  - opc ORANGE PLASTIC CAP
  - 100.00' MEASURED
  - (100.00') RECORDED AS

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

*J. Scott Shevel* 1/2/19/23  
 J. Scott Shevel  
 License Number 11810  
 My license renewal date is December 31, 2023  
 Pages covered by this seal 1

**ISG**  
**I+S GROUP**  
 PN: 23-30335  
 Drawn: JAW  
 Sheet 1 OF 1  
 Surveyed by: JAW  
 Surveyed: 12/11/23  
 Revised:  
 Drawing Name:

Return Document to: \_\_\_\_\_  
Preparer Information: Individual's Name \_\_\_\_\_ Street Address \_\_\_\_\_ City \_\_\_\_\_ Phone \_\_\_\_\_

SPACE ABOVE THIS LINE IS FOR THE RECORDER

**CERTIFICATE OF SELLER**

To: The Public

Robert D. Jensen Jr. states, acknowledges, and certifies that he is the proprietor and record fee title owner of the real estate described as follows, to-wit:

**DESCRIPTION LOT C**

**A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE 1/4 NW 1/4) OF SECTION 26, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

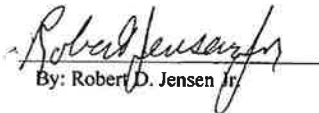
Commencing at the Northeast Corner (NE) of the Northwest Quarter (NW 1/4) of said Section 26; Thence North 90° 00' 00" West, along the North line of said Northwest Quarter (NW 1/4), 538.00 feet to the Northwest (NW) corner of Lot B in said Section 26, being also the Point of Beginning; Thence continuing North 90° 00' 00" West, along said North line, 393.27 feet; Thence South 00° 13' 53" East, 345.82 feet; Thence South 90° 00' 00" East, 701.64 feet to the western line of said Lot B; Thence along said western line the following four (4) courses: North 38° 35' 40" West, 56.16 feet; Thence North 59° 48' 16" West, 210.54 feet; Thence North 38° 34' 24" West, 116.32 feet; Thence North 10° 53' 57" West, 107.03 feet to the Point of Beginning.

Hereafter known as Lot C in Section 26, Township 91 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 4.00 acres and is subject to all easements or record.

That the plat of survey of said real estate dated 12-19-2023 and certified by J. Scott Shevel, licensed land surveyor, was made with free consent of and in accordance with the desires of the above-named owner and proprietor of said tract of land.

Dated 12-27-23

  
By: Robert D. Jensen Jr.



On the 23<sup>rd</sup> day of December, 2023, before the undersigned a Notary Public in and for said State, personally appeared Robert D. Jensen Jr. and to me known to be the identical person named in and who executed the forgoing instrument.

  
Notary Public in and for Said State



**Return To:** Margie Robinson, CRS, ABR, GRI, Century 21, 813 Flindt, Storm Lake, IA 50588  
**Taxpayer:** Adan Vazquez and Nora Ponce, 121 S. 15th St., Dakota City, IA 68731  
**Preparer:** Willis J Hamilton, P.O. Box 188, 606 Ontario Street, Storm Lake, IA 50588, Phone: 7127322842



**REAL ESTATE CONTRACT  
(SHORT FORM)**

**IT IS AGREED** between Robert D. Jensen, Jr., a single person ("Sellers"); and Adan Vazquez and Nora Ponce, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Buena Vista County, Iowa, described as: See attached Exhibit "A".

with any easements and appurtenant servient estates, but subject to the following:

- a. any zoning and other ordinances;
- b. any covenants of record;
- c. any easements of record for public utilities, roads and highways; and
- d. (consider: liens; mineral rights; other easements; interest of others.) \_\_\_\_\_  
(the "Real Estate"), upon the following terms:

1. There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.
2. **PRICE.** The total purchase price for the Real Estate is Eighty Thousand and 0/100 Dollars (\$80,000.00) of which Fifteen Thousand and 0/100 Dollars (\$15,000.00) has been paid. Buyers shall pay the balance to Sellers, as follows: per Addendum 1 attached hereof.
3. **INTEREST.** Buyers shall pay interest from February 23, 2024 on the unpaid balance, at the rate of 5 percent per annum, payable monthly. Buyers shall also pay interest at the rate of 7 percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the

delinquency or advance.

4. **REAL ESTATE TAXES.** Sellers shall pay monthly and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.
5. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of Closing. All other special assessments shall be paid by Buyers.
6. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on February 23, 2024, provided Buyers are not in default under this contract. Closing shall be on February 23, 2024.
7. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.
8. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract and deliver it to Buyers for examination. It shall show merchantable title in Sellers in conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.
9. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.) N/A
10. **CARE OF PROPERTY.** Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.
11. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.
12. **REMEDIES OF THE PARTIES.**
  - a. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any

part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

- b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in

Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

- c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.
- d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.
- e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

**13. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

**14. JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

**15. TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

**16. PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

**17. CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**18. RELEASE OF RIGHTS.** Each of the Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

**19. CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or

indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

**I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.**

Dated: February 23, 2024

Adan Vazquez  
Adan Vazquez, Buyer

Nora Ponce  
Nora Ponce, Buyer

**20. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

**21. ADDITIONAL PROVISIONS.**

Dated: February 23, 2024.

Robert D. Jensen Jr.  
Robert D. Jensen, Jr., Seller

Adan Vazquez  
Adan Vazquez, Buyer

Nora Ponce  
Nora Ponce, Buyer

## INDIVIDUAL NOTARY

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on February 23, 2024, by Robert D. Jensen, Jr.



*Margie I. Robinson*  
Signature of Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on February 23, 2024, by Adan Vazquez and Nora Ponce, husband and wife.



*Margie I. Robinson*  
Signature of Notary Public

## EXHIBIT "A"

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE ¼ NW ¼) OF SECTION 26, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5<sup>TH</sup> P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) Corner of the Northwest Quarter (NW ¼) of said Section 26; Thence North 90° 00' 00" West, along the North line of said Northwest Quarter (NW ¼), 538.00 feet to the Northwest (NW) corner of Lot B in said Section 26, being also the Point of Beginning; Thence continuing North 90° 00' 00" West, along said North line, 393.27 feet; Thence South 00° 13' 53" East, 345.82 feet; Thence South 90° 00' 00" East, 701.64 feet to the Western line of said Lot B; Thence along said Western line the following four (4) courses: North 38° 35' 40" West, 56.16 feet; Thence North 59° 48' 16" West, 210.54 feet; Thence North 38° 34' 24" West, 116.32 feet; Thence North 10° 53' 57" West, 107.03 feet to the Point of Beginning. Hereafter known as Lot C in Section 26, Township 91 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa. Tract contains 4.00 acres and is subject to all easements of record.

○ ○  
Addendum 1

26-91-37  
STORM LAKE  
WASHINGTON  
NE NW (EX  
LOT B)

November 27, 2023

For property in either Parcel # 1026100005 or  
1026100008 exact location to be determined

Sale price is \$20,000.00 per Acre for 4 Acres more or less.

Total Sale price: \$80,000.00

Terms as follows:

\$10,000.00 Down payment immediately.

\$30,000.00 to be paid at closing

\$40,000.00 to be paid at 5% for 5 years @ \$754.85. No  
prepayment penalty.

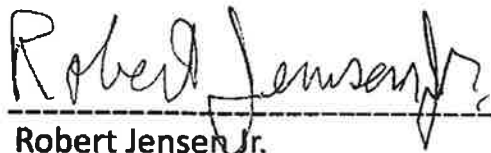
Abstract to be held in Escrow until contract is paid in full.

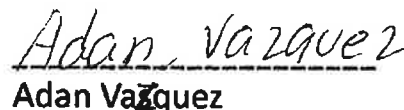
Contract to be drawn by Willis Hamilton.

Buyer & Seller to split all closing costs 50/50 including:

Survey, Contract, deed prep., Abstracting and title opinion.

Taxes to be prorated to the date of possession.

  
Robert Jensen Jr.

  
Adan Vazquez

**RESOLUTION 2024-01-02-C**

**WHEREAS** Robert D. Jensen Jr. has presented a preliminary and final plat (of survey) on the following described property:

**DESCRIPTION LOT C**

**A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE 1/4 NW 1/4) OF SECTION 26, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

Commencing at the Northeast Corner (NE) of the Northwest Quarter (NW 1/4) of said Section 26; Thence North 90° 00' 00" West, along the North line of said Northwest Quarter (NW 1/4), 538.00 feet to the Northwest (NW) corner of Lot B in said Section 26, being also the Point of Beginning; Thence continuing North 90° 00' 00" West, along said North line, 393.27 feet; Thence South 00° 13' 53" East, 345.82 feet; Thence South 90° 00' 00" East, 701.64 feet to the western line of said Lot B; Thence along said western line the following four (4) courses: North 38° 35' 40" West, 56.16 feet; Thence North 59° 48' 16" West, 210.54 feet; Thence North 38° 34' 24" West, 116.32 feet; Thence North 10° 53' 57" West, 107.03 feet to the Point of Beginning.

Hereafter known as Lot C in Section 26, Township 91 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 4.00 acres and is subject to all easements or record.

**WHEREAS**, the final plats meet with the approval of the Board subject only to the following if any: **None**

**NOW THEREFORE, BE IT RESOLVED by the Buena Vista County, Iowa Board of Supervisors that:**

**DESCRIPTION LOT C**

**A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE 1/4 NW 1/4) OF SECTION 26, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

Commencing at the Northeast Corner (NE) of the Northwest Quarter (NW 1/4) of said Section 26; Thence North 90° 00' 00" West, along the North line of said Northwest Quarter (NW 1/4), 538.00 feet to the Northwest (NW) corner of Lot B in said Section 26, being also the Point of Beginning; Thence continuing North 90° 00' 00" West, along said North line, 393.27 feet; Thence South 00° 13' 53" East, 345.82 feet; Thence South 90° 00' 00" East, 701.64 feet to the western line of said Lot B; Thence along said western line the following four (4) courses: North 38° 35' 40" West, 56.16 feet; Thence North 59° 48' 16" West, 210.54 feet; Thence North 38° 34' 24" West, 116.32 feet; Thence North 10° 53' 57" West, 107.03 feet to the Point of Beginning.

Hereafter known as Lot C in Section 26, Township 91 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.  
is hereby accepted subject to the following if any: **None**

**BE IT FURTHER RESOLVED that this Resolution shall be affixed to the final plat of:**

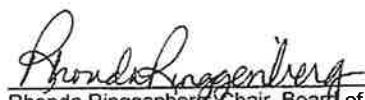
**DESCRIPTION LOT C**

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Hereafter known as Lot C in Section 26, Township 91 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.  
and copies of said final plats shall be of record in the appropriate County offices.

PASSED, APPROVED AND ADOPTED this 2nd day of January 2024.

  
Rhonda Ringgenberg, Chair, Board of Supervisors

  
Karla Ahrendsen, 1<sup>st</sup> Deputy Auditor

## WATER SERVICE WAIVER AGREEMENT

This Agreement is entered into by and between the City of Storm Lake, Iowa a Municipal Corporation in Buena Vista County, Iowa, hereinafter referred to as City, and Robert Jensen Jr. herein referred to as Jensen and Adan Vazquez, hereinafter referred to as Vazquez.

### Background

Robert D. Jensen Jr. is the Deed Holder and Adan Vazquez is the Contract Holder for parcel 1026100011 which is not within the City limits of the City of Storm Lake. The legal description of property is attached to this agreement as:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE  
NORTHWEST QUARTER (NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) OF SECTION 26, TOWNSHIP 91 NORTH,  
RANGE 37 WEST OF THE 5<sup>TH</sup> P.M., BUENA VISTA COUNTY, IOWA, BEING  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) Corner of the Northwest Quarter (NW  $\frac{1}{4}$ ) of said Section 26; Thence North  $90^{\circ} 00' 00''$  West, along the North line of said Northwest Quarter (NW  $\frac{1}{4}$ ), 538+00 feet to the Northwest (NW) corner of Lot B in said Section 26, being also the Point of Beginning; Thence continuing North  $90^{\circ} 00' 00''$  west, along said North line, 393.27 feet; Thence South  $00^{\circ} 13' 53''$  East, 345.82 feet; Thence South  $90^{\circ} 00' 00''$  East, 701.64 feet to the Western line of said Lot B; Thence along said Western line the following four (4) courses: North  $38^{\circ} 35' 40''$  West, 56.16 feet; Thence North  $59^{\circ} 48' 16''$  West, 210.54 feet; Thence North  $38^{\circ} 34' 24''$  West, 116.32 feet; Thence North  $10^{\circ} 53' 57''$  West, 107.03 feet to the Point of Beginning, Hereafter known as Lot C in Section 26, Township 91 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa. Tract contains 4.00 acres and is subject to all easements of record.

(hereinafter referred to as the "Property.")

Vazquez contacted Iowa Lakes Regional Water, hereinafter referred to as Iowa Lakes, for the purpose of requesting water service to the property and have commenced the sign-up process with Iowa Lakes for that purpose.

Pursuant to a "Two Mile Agreement" entered into between the City and Clay Regional Water, the predecessors to Iowa Lakes, Iowa Lakes has submitted to the City a written request

to provide Iowa Lakes' water services to Vazquez at the Property and, pursuant to said agreement, the City needs to waive its right to provide water service to Vazquez before Iowa Lakes may do so.

#### Terms of Agreement

In consideration of the waiver by the City referred to in Paragraph 1 below and the promises, assurances, and covenants by the Vazquez below, the City and Vazquez agree as follows:

1. The City hereby waives its right to provide water service to Vazquez at the Property.
2. Should the Property ever become contiguous to the City as would allow the City to annex the Property and the City desires to annex the Property, Vazquez shall file with the City Clerk of City a voluntary petition for the annexation of the Property to the City of Storm Lake, Iowa within thirty days of their receipt of a written request by the City to do so. The voluntary application shall be on a form approved by City.
3. Should the City initiate a plan to involuntarily annex territory that includes the Property, and if such territory to be annexed is contiguous to the City of Storm Lake, Vazquez shall not file or permit to be filed on their behalf any resistance to the plan of involuntary annexation and shall cooperate with the City in such annexation by signing documents prepared by the City to evidence their consent to the annexation of the territory, including the Property.
4. If the Property is annexed into the City of Storm Lake pursuant to Paragraph 2 above, or, if the Property is annexed pursuant to Paragraph 3 above and is the only real estate in the territory annexed that is served by Iowa Lakes or its successor, and, as a result of either method of annexation, the City incurs any obligation under Paragraph 5 of the aforementioned Two Mile Agreement to compensate Iowa Lakes Regional Water, the Vazquez shall bear such obligation by

fully reimbursing the City for all sums paid by the City to Iowa Lakes pursuant to that obligation. Such reimbursement shall be made within thirty days of Vazquez' receipt of a written statement from the City specifying the sum or sums so paid by the City to Iowa Lakes for compensation pursuant to Paragraph 5 of the Two Mile Agreement.

5. This Water Service Waiver Agreement shall run with the land and bind and inure to the benefit of the successors and assigns of the City and the Vazquez. The Vazquez' obligation, under Paragraph 4 above, to reimburse the City for compensation paid by the City to Iowa Lakes shall apply and be enforceable whether the City's compensation pursuant to Paragraph 5 of the Two Mile Agreement is paid to Iowa Lakes or a successor in interest to Iowa Lakes.

Date: \_\_\_\_\_ CITY OF STORM LAKE, IOWA  
By: \_\_\_\_\_  
Michael Porsch, Mayor

ATTEST:  
  
\_\_\_\_\_  
Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk of the City of Storm Lake, Iowa.

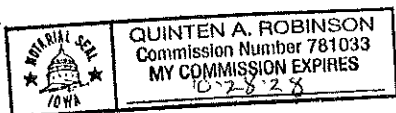
\_\_\_\_\_  
Notary Public for the State of Iowa

Date: 09-23-25

Adan Vazquez  
Adan Vaquez- Contract Holder

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me this 23<sup>rd</sup> day of September 2025,  
2025, by Adan Vaquez, Contract Holder.



A handwritten signature in cursive script, likely belonging to the notary public.

Notary Public for the State of Iowa

Date: 10-2-25

Robert Jensen Jr.  
Robert Jensen Jr. - Deed Holder

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me this 2<sup>nd</sup> day of October,  
2025, by Rober Jensen Jr., Deed Holder.



A handwritten signature in cursive script, likely belonging to the notary public.

Notary Public for the State of Iowa

## WATER SERVICE WAIVER AGREEMENT

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(hereinafter referred to as the "Property.")

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2. Should the Property ever become contiguous to the City as would allow the City to annex the Property and the City desires to annex the Property, Vazquez shall file with the City Clerk of City a voluntary petition for the annexation of the Property to the City of Storm Lake, Iowa within thirty days of their receipt of a written request by the City to do so. The voluntary application shall be on a form approved by City.
3. Should the City initiate a plan to involuntarily annex territory that includes the Property, and if such territory to be annexed is contiguous to the City of Storm Lake, Vazquez shall not file or permit to be filed on their behalf any resistance to the plan of involuntary annexation and shall cooperate with the City in such annexation by signing documents prepared by the City to evidence their consent to the annexation of the territory, including the Property.
4. If the Property is annexed into the City of Storm Lake pursuant to Paragraph 2 above, or, if the Property is annexed pursuant to Paragraph 3 above and is the only real estate in the territory annexed that is served by Iowa Lakes or its successor, and, as a result of either method of annexation, the City incurs any obligation under Paragraph 5 of the aforementioned Two Mile Agreement to compensate Iowa Lakes Regional Water, the Vazquez shall bear such obligation by

fully reimbursing the City for all sums paid by the City to Iowa Lakes pursuant to that obligation. Such reimbursement shall be made within thirty days of Vazquez' receipt of a written statement from the City specifying the sum or sums so paid by the City to Iowa Lakes for compensation pursuant to Paragraph 5 of the Two Mile Agreement.

5. This Water Service Waiver Agreement shall run with the land and bind and inure to the benefit of the successors and assigns of the City and the Vazquez. The Vazquez' obligation, under Paragraph 4 above, to reimburse the City for compensation paid by the City to Iowa Lakes shall apply and be enforceable whether the City's compensation pursuant to Paragraph 5 of the Two Mile Agreement is paid to Iowa Lakes or a successor in interest to Iowa Lakes.

Date: \_\_\_\_\_ CITY OF STORM LAKE, IOWA  
By: \_\_\_\_\_  
Michael Porsch, Mayor

ATTEST:  
  
\_\_\_\_\_  
Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk of the City of Storm Lake, Iowa.

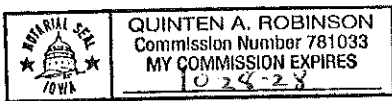
\_\_\_\_\_  
Notary Public for the State of Iowa

Date: 09-23-25

Adan Vaquez  
Adan Vaquez- Contract Holder

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me this 23<sup>rd</sup> day of September 2025,  
2025, by Adan Vaquez, Contract Holder.



[Signature]  
Notary Public for the State of Iowa

Date: 10-2-25

Robert Jensen Jr.  
Robert Jensen Jr. - Deed Holder

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me this 2<sup>nd</sup> day of October,  
2025, by Rober Jensen Jr., Deed Holder.



[Signature]  
Notary Public for the State of Iowa

## Staff Summary

10/20/2025

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:** David Derragon, Assistant City Manager

**SUBJECT:** **Public Hearing on Proposed Amendments to the Parking Ordinance**

**BACKGROUND:** This agenda item is a Public Hearing to take comments related to proposed “No Parking” changes. Those changes are as follows:

- 1) On the east side of Northwestern Drive between Lochedem Drive and West Milwaukee Avenue from November 1st to April 1st each day.
- 2) On the west side of Russell Street between East Milwaukee Avenue and East 10th Street from 7:30 AM to 5:30 PM each day.
- 3) On Memorial Road from 10:00 PM to 6:00 AM each day.
- 4) In front of 1810 Richland Drive to improve visibility.
- 5) On the corner of Northwestern and Hyland “No Parking Here to Corner” to improve visibility.
- 6) No Truck Parking in the Awaysis Parking Area to ensure safety.
- 7) On the east side of Larchwood between 5th Street and Colonial Circle
- 8) On the corner of Colonial Circle and 6th Street “No Parking Here to Corner” to improve visibility.

**FISCAL IMPACT:** The Fiscal impact to set the public hearing is the cost of publication.

**RECOMMENDATION:** Open Public Hearing  
Take Public Comments  
Close Public Hearing

**ATTACHMENTS:**

## 1. PH Notice - Ordinance Amending Prohibited Parking

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL  
OF THE CITY OF STORM LAKE, IOWA, ON AN  
ORDINANCE AMENDING TITLE IX, CHAPTER 11,  
STOPPING, STANDING OR PARKING, OF THE 1994  
RECODIFICATION OF THE MUNICIPAL CODE OF THE  
CITY OF STORM LAKE, IOWA, REGARDING  
ADDITIONAL PARKING RESTRICTIONS**

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake, Iowa, will hold a public hearing at its meeting on October 20, 2025, at 5:00 P.M., in Council Chambers, City Hall, 620 Erie St., Storm Lake, Iowa, at which meeting the Council proposes to consider an Ordinance Amending Title IX, Chapter 11, Stopping, Standing or Parking, of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, Regarding Additional Parking Restrictions.

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 ordinance. After the public hearing, the Council may make a determination on the passage of the proposed ordinance's first reading, or the Council may defer action on until a subsequent meeting.

Dated this 6th day of October, 2025.

---

Mayra A. Martinez, City Clerk

(End of Notice)

## Staff Summary

10/20/2025

Agenda Item # F.6.



**REPORT TO:** Honorable Mayor & Council

**FROM:** David Derragon, Assistant City Manager

**SUBJECT:** **Ordinance No. 04-O-2025-2026 Amending Title IX, Chapter 11, Stopping, Standing or Parking, of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, Regarding Additional Parking Restrictions on First Reading**

**BACKGROUND:** This agenda item is adoption of an ordinance amending and adding “No Parking” areas as noted. Those changes are as follows:

- 1) On the east side of Northwestern Drive between Lochedem Drive and West Milwaukee Avenue from November 1st to April 1st each day.
- 2) On the west side of Russell Street between East Milwaukee Avenue and East 10th Street from 7:30 AM to 5:30 PM each day.
- 3) On Memorial Road from 10:00 PM to 6:00 AM each day.
- 4) In front of 1810 Richland Drive to improve visibility.
- 5) On the corner of Northwestern and Hyland “No Parking Here to Corner” to improve visibility.
- 6) No Truck Parking in the Awaysis Parking Area to ensure safety.
- 7) On the east side of Larchwood between 5th Street and Colonial Circle
- 8) On the corner of Colonial Circle and 6th Street “No Parking Here to Corner” to improve visibility.

The Public Hearing was properly advertised and held on October 20, 2025, at 5:00 PM.

**FISCAL IMPACT:** The Fiscal impact will be cost of signs and installation.

**RECOMMENDATION:** Move to Adopt Ordinance No. XX-O-2025-2026 Amending Title IX, Chapter 11, Stopping, Standing or Parking, of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, Regarding Additional Parking Restrictions on First Reading

First Reading: October 20, 2025

Second Reading: November 3, 2025

Third Reading: November 17, 2025

**ATTACHMENTS:**

1. Ordinance - Parking Changes 2025 (Redline WD showing changes to current code) v.2
2. Ordinance - Parking Changes 2025 (Clean Version) v.2

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE AMENDING TITLE IX, CHAPTER 11, STOPPING, STANDING OR PARKING, OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA, REGARDING ~~PARKING ON PARTS OF NORTHWESTERN DRIVE, HYLAND, RUSSELL STREET, MEMORIAL ROAD AND RICHLAND DRIVE~~ ADDITIONAL PARKING RESTRICTIONS**

WHEREAS, Title IX, Chapter 11, Stopping, Standing or Parking, of the 1994 Recodification of the Municipal Code of the City of Storm Lake ("City Code"), Iowa regulates the areas where parking is prohibited or limited in the City of Storm Lake, Iowa ("City"); and

WHEREAS, City Code chapter 9-11, section 1, prohibits parking on the streets set forth therein and requires the erection of appropriate signs giving notice thereof; and

WHEREAS, City Code Chapter 9-11, section 2, prohibits trucks weighing five (5) tons or more, loaded or empty, from parking on the streets set forth in any of the "R" Residential Districts and on the street set forth therein;

WHEREAS, the City Council of the City of Storm Lake, Iowa ("City Council") has determined it is necessary and appropriate to amend the provisions of City Code chapter 9-11, section 1 to prohibit parking on additional streets not already set forth therein; and

WHEREAS, the City Council has determined it is necessary and appropriate to amend the provisions of the City Code chapter 9-11, section 2 to prohibit trucks from parking at an additional location not already set forth therein; and

WHEREAS, the City Council hereby determines the amendments to City Code chapter 9-11-1 and 9-11-2 set forth herein are in the public's best interests and serve the health and welfare of the community;

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

**SECTION ONE.** Title IX, Chapter 11, Stopping, Standing or Parking, of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, is hereby amended by repealing and replacing Section 9-11-1, Parking Signs Required, as follows:

**Section 9-11-1 Parking Signs Required**

Whenever by Ordinance of this City any parking time limit is imposed or parking is prohibited on designated streets or portions of streets, it shall be the duty of the Police Department to cause to be erected appropriate signs giving notice thereof and no such regulations shall be effective unless signs are erected and in place at

the time of any alleged offense. When signs are so erected giving notice thereof, no person shall disobey the restrictions stated on such signs.

Parking is prohibited on the following streets. Said prohibition is for twenty-four (24) hours a day unless otherwise indicated:

South side of East Third Street from Highway Street to Mae Street.

East side of Kenzy Street between East Third Street and East First Street.

East side of Irving Street between Lakeshore Drive and Bair Street.

East side of Seneca Street between East Second Street and East Third Street.

South side of East Second Street between Cayuga Street to Seneca Street.

East side of Cayuga Street between East Second Street and Railroad Street.

Both sides of East Fourth Street between Flindt Drive and Oates Street.

East side of Oneida Street between Seventh Street and East Milwaukee Avenue.

The north side of West Fourth Street between Otsego Street and Early Street.

The south twenty-five feet (25') of the west side of College Avenue between Iowa Street and Fourth Street.

The east side of College Avenue from Third Street to Fifth Street.

The north side of Third Street from Otsego Street to College Avenue.

East side of Early Street from Third Street to Fifth Street.

The west side of Grand Avenue from Peterson Drive to Fifth Street.

The west side of College Avenue south of its intersection with Lakeshore Drive.

The south side of Lakeshore Drive from Lake Avenue to Chautauqua Park Drive.

North side of West Sixth Street between Vestal Street and Barton Street.

South side of West Sixth Street between Larchwood Drive to Barton Street.

The east side of Hyland Drive between West Sixth Street and Lochedem Drive.

West side of Barton Street between Rockwell Court and West Sixth Street.

South side of West Milwaukee Avenue from Northwestern Drive to Seneca Street.

Both sides of Peterson Drive.

The north side of East Fifth Street between Flindt Drive and Oates Street.

South side of Iowa Street from Early Street to College Avenue.

The north side of West Third Street from Terrence Street to Barton Street.

The north side of East Second Street from Seneca Street to Oneida Street.

Both sides of Richland Street from Russell Street east to City limits.

Both sides of West Fifth Street from Ontario Street to west City limits, except parking area on north side adjacent to Grace Lutheran Church, which will be parallel parking.

West side of Larchwood Drive from West Third Street to West Fifth Street.

East side of Terrence Street from West Third Street to West Fifth Street.

West side of Parkview Drive.

South side of Railroad Street from Geneseo Street to West Fifth Street.

East side of Western Avenue from West Fourth Street to West Fifth Street.

North side of West Fourth Street from Western Avenue to one hundred twenty-five feet (125') west of Larchwood Drive.

South side of West Sixth Street from Michigan Street west to the north-south alley in Block 13.

North twenty-five feet (25') of College Avenue on both sides of street between West Sixth Street and West Seventh Street.

East twenty-five feet (25') of West Seventh Street on both sides of the street between College Avenue and Grand Avenue.

The west side of Russell Street between Fifth Street and Sixth Street.

North and South side of East Fourth Street from the east side of Cayuga Street to a point 1432.8 Feet east of the east right-of-way line of Flindt Drive.

West side of Vestal Street from the north line of West Fifth Street, thence north a distance of one hundred seven feet (107').

The south side of East Tenth Street from the east line of Lake Avenue to the west right-of-way line easterly for one hundred thirty-two (132) feet.

The west side of Northwestern Drive from West Fifth Street to West Milwaukee Avenue.

The south side of East Sixth Street between Cayuga Street and Oneida Street.

The east side of Oneida Street from East Milwaukee Avenue to East Tenth Street.

The east side of Russell Street between Flindt Drive and East Tenth Street.

Both sides of East Milwaukee Avenue for thirty feet (30') east of Russell Street.

Both sides of East Ninth for thirty feet (30') east of Russell Street.

The west side of Russell Street beginning at a point fifty feet (50') north of the north edge of the paved portion of Tornado Drive and then continuing north for a distance of three hundred ninety-five feet (395'). (From eight o'clock [8:00] A.M. to three-thirty [3:30] P.M.).

The west side of Barton Street from West Third Street to West Fifth Street.

The west side of Oneida Street from East Milwaukee Avenue to East Tenth Street.

The north side of East Eighth Street from Russell Street to Mae Street.

The south side of West Fourth Street from Barton Street to Grand Avenue (From seven o'clock [7:00] A.M. to five o'clock [5:00] P.M.).

The south one hundred feet (100') on the east side of Geneseo Street between West Seventh Street and West Milwaukee Avenue.

The east and west sides of Grand Avenue from West Fourth Street to the location of vacated West Second Street; provided, however, that the Police Chief may establish loading zones with a fifteen (15) minute maximum duration along the east side of Grand Avenue for that same distance.

Both sides of Skewis Street from East 4th Street to Richland Street.

The west side of College Avenue between West Seventh Street and Milwaukee Avenue.

The east side of College Avenue between Lakeshore Drive and West Third Street.

The west side of Michigan Avenue between West First Street and West Third Street.

North side of Lakeshore Drive between Lake Avenue and Flindt Drive.

West side of Irving Street between a point fourteen feet (14') south of the south right of way line of East Third Street and continuing for one hundred fifty-five feet (155') to a point one hundred sixty-nine feet (169') south of said right of way.

West side of Geneseo Street between Fourth Street and the railroad right of way located approximately one block north.

The south side of East Eighth Street between Russell Street and a point fifty feet (50') east of the east right of way line of Russell Street with East Eighth Street.

Both sides of the first one hundred twenty feet (120') of Sixth Street east from the east right of way line of Highview Drive.

Fifty feet (50') in front of the Vista Theater on the west side of Lake Avenue between Sixth Street and Seventh Street.

North side of East Third Street from the west right of way line of Cayuga Street, for fifty feet (50') to the west.

Both sides of Chautauqua Park Drive from the east line of Hudson Street extended right of way easterly to a point two hundred feet (200') west of the intersection of Chautauqua Park Drive and Lakeshore Drive.

East side of Michigan Street, from the north right of way line of Third Street north for six hundred ten feet (610').

East side of Highway 110 from the north end of the Inlet Bridge north to a point five hundred twenty-five feet (525') north of the Inlet Bridge.

East side of Highway 110 between the north side of the Emerald Park entrance and the point one thousand two hundred feet (1,200') north of Emerald Park entrance on Highway 110.

East side of Highway 110 between a point one thousand five hundred feet (1,500') north of the north side of the Emerald Park entrance and a point two thousand feet (2,000') north of the north side of the Emerald Park entrance.

East side of Highway 110 between a point sixty-five feet (65') southwest of Vista Drive and a point one thousand seven feet (1,007') south of Vista Drive.

The south side of Tornado Drive between Russell and Oneida Streets.

The north side of East Milwaukee Avenue between a point three hundred feet (300') east of Russell Street east to a point four hundred nineteen feet (419') east of Russell Street.

The north side of Tornado Drive between a point eight hundred forty-two feet (842') west of Russell Street west to a point nine hundred forty-two feet (942') west of Russell Street.

North side of Hyland Drive between Angier Drive and Abner Bell Road.

South side of Thirteenth Street between Lake Avenue and Erie Street.

South side of West Fourth Street from College Avenue to Grand Avenue.

South side of East Twelfth Street between Lake Avenue and Erie Street.

West side of Vilas Road between East Fourth Street and East Richland Street.

The south fifty feet (50') of the west side of Russell between Tornado Drive and East Tenth Street.

The south fifty feet (50') of the west side of Russell between the entrance to the High School parking lot and East Tenth Street.

North side of Iowa Street between Grand Avenue and Early Street (from 12:00 Midnight to six o'clock [6:00] A.M.).

West side of Early Street between West Fourth Street and West Fifth Street (from 12:00 Midnight to six o'clock [6:00] A.M.).

South side of West 4th Street between College Avenue and Grand Avenue.

The west side of College Avenue from West 4th Street south to the off-street diagonal parking except for a 10 minute parking zone beginning 344 feet south of West 4th Street and ending at a point 161 feet north of West 3rd Street.

East and West sides of Vilas Road south of the intersection of Richland Street.

East and West sides of Industry Street from Richland Street south until the street dead ends.

The first 30 feet on the west side of Grand south of the intersection of Peterson Drive.

The East side of Geisinger Road between East 5th Street and East 7th Streets.

The west side of Vista Drive south from the intersection of Abner Bell Road and West 5th Street.

The entire south side of Vista Drive.

The East side of Parkview Drive for the first 25 feet south of the intersection at Peterson Drive.

The north side of Iowa Street twenty-five (25) feet East of Grand Avenue.

The north side of Iowa Street twenty-five (25) feet West of Grand Avenue.

The north side of Iowa Street twenty-five (25) feet West of College Street.

The north side of Iowa Street twenty-five (25) feet East of Early Street.

The east side of Grand Avenue twenty-five (25) feet North of Iowa Street.

The east side of Grand Avenue twenty-five (25) feet South of Iowa Street.

The south side of E. Third Street between Seneca and Oneida Streets.

The East side of Expansion Blvd 50' south of Richland Street.

The north side of Tornado Drive for the first 110' feet east of the intersection of Tornado Drive and Oneida Street.

The north side of Lakeshore Drive for the first seventy feet (70') west of College Street.

Lighthouse Drive from Early Street east to the Buena Vista University Campus parking lot.

Both sides of West 10th Street from Lake Avenue west to Vestal Street.

South side of West Third Street from College Avenue east to the alley between Otsego Street and College Avenue.

North side of Iowa Street between College Avenue and Grand Avenue (from 12:00 Midnight to six o'clock [6:00] A.M.).

The east side of Vestal Street for the first fifty feet (50') north of East 10th Street.

The east side of Northwestern Drive between Lochedem Drive and West Milwaukee Avenue from November 1st to April 1<sup>st</sup> each year.

The west side of Russell Street between East Milwaukee Avenue and East 10th Street (From eight thirty o'clock [8:30] A.M. to four thirty o'clock [4:30] P.M.).

Both sides of Memorial Road (From ten o'clock [10:00] P.M. to six o'clock [6:00] A.M.).

The north side of Richland Drive between Ray Street and Rothmoor Road.

Both sides of Northwestern Drive for the first 25 feet north of the intersection at Hyland Drive.

Both sides of Northwestern Drive for the first 25 feet south of the intersection at Hyland Drive.

Both sides of Hyland Drive for the first 25 feet east of the intersection at Northwestern Drive.

Both sides of Hyland Drive for the first 25 feet west of the intersection at Northwestern Drive.

The east side of Larchwood Drive between West 5th Street and Colonial Circle.

The west side of Larchwood Drive for the first 25 feet south of the intersection at Colonial Circle.

All sides of Colonial Circle for the first 25 feet north of the intersection at Larchwood Drive.

**SECTION TWO.** Title IX, Chapter 11, Stopping, Standing or Parking, of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, is hereby amended by repealing and replacing Section 9-11-2, Truck Parking Limited, as follows:

Trucks weighing five (5) tons or more, loaded or empty, shall not be parked on any streets in any of the "R" Residential Districts.

No truck parking on the East side of Vilas Road between East 4th Street and Richland Drive

No truck parking in the designated parking area for Awaysis Park.

**SECTION THREE.** Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction,

**Commented [A1]:** Given this is a specific location, which has entrances from Richland Dr. My thought is to just say the part of the street in front of the location specified, which happens to correspond to two perpendicular streets. Thus, I've changed to the North side of the street, between the two perpendicular streets.

**Commented [A2]:** City seeks to prohibit parking "on the corner" of two streets. But there's no specificity on which corner and the streets come together to form a four way intersection. So, drafted to prohibit parking on all sides of the street for the first 25 feet from the intersection. This seemed appropriate to prohibit parking "on the corner"

**Commented [A3]:** Phrased such that no parking is permitted on the east side of Larchwood from West 5<sup>th</sup> to Colonial Circle. This also will cover part of the City's goal of prohibiting parking near the intersection at Colonial Circle.

Colonial Circle is an odd intersection, as it technically branches off into two roads—both of which are Colonial circle. So, phrased such that no parking is permitted on "all sides" for the first 25 feet north on Colonial Circle, and for the West side of Larchwood Dr. for the first 25 feet south.

**Commented [A4]:** As the requested addition "Truck Parking in the Awaysis Parking Area to ensure safety" falls within a different section of ch. 9-11, added it as its own section here.

such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

**SECTION FOUR.** Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION FIVE.** Effective. This ordinance shall be in effect following its passage, approval, and publication as provided by law.

PASSED on its first consideration the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

PASSED on its second consideration the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Requirement of consideration and vote at two (2) prior City Council meetings suspended the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

PASSED AND APPROVED on its third consideration this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF STORM LAKE, IOWA

By: \_\_\_\_\_  
Micheal Porsch, Mayor

\_\_\_\_\_ No action taken by Mayor.

\_\_\_\_\_ Vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Michael Porsch, Mayor

ATTEST:

\_\_\_\_\_  
Mayra A. Martinez, City Clerk  
4904-9403-3495-1\11149-1000  
4915-9223-8444-1\11149-1000

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING TITLE IX, CHAPTER 11,  
STOPPING, STANDING OR PARKING, OF THE 1994  
RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY  
OF STORM LAKE, IOWA, REGARDING ADDITIONAL PARKING  
RESTRICTIONS**

WHEREAS, Title IX, Chapter 11, Stopping, Standing or Parking, of the 1994 Recodification of the Municipal Code of the City of Storm Lake (“City Code”), Iowa regulates the areas where parking is prohibited or limited in the City of Storm Lake, Iowa (“City”); and

WHEREAS, City Code chapter 9-11, section 1, prohibits parking on the streets set forth therein and requires the erection of appropriate signs giving notice thereof; and

WHEREAS, City Code Chapter 9-11, section 2, prohibits trucks weighing five (5) tons or more, loaded or empty, from parking on the streets set forth in any of the “R” Residential Districts and on the street set forth therein;

WHEREAS, the City Council of the City of Storm Lake, Iowa (“City Council”) has determined it is necessary and appropriate to amend the provisions of City Code chapter 9-11, section 1 to prohibit parking on additional streets not already set forth therein; and

WHEREAS, the City Council has determined it is necessary and appropriate to amend the provisions of the City Code chapter 9-11, section 2 to prohibit trucks from parking at an additional location not already set forth therein; and

WHEREAS, the City Council hereby determines the amendments to City Code chapter 9-11-1 and 9-11-2 set forth herein are in the public’s best interests and serve the health and welfare of the community;

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

**SECTION ONE.** Title IX, Chapter 11, Stopping, Standing or Parking, of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, is hereby amended by repealing and replacing Section 9-11-1, Parking Signs Required, as follows:

**Section 9-11-1 Parking Signs Required**

Whenever by Ordinance of this City any parking time limit is imposed or parking is prohibited on designated streets or portions of streets, it shall be the duty of the Police Department to cause to be erected appropriate signs giving notice thereof and no such regulations shall be effective unless signs are erected and in place at the time of any alleged offense. When signs are so erected giving notice thereof, no person shall disobey the restrictions stated on such signs.

Parking is prohibited on the following streets. Said prohibition is for twenty-four (24) hours a day unless otherwise indicated:

South side of East Third Street from Highway Street to Mae Street.

East side of Kenzy Street between East Third Street and East First Street.

East side of Irving Street between Lakeshore Drive and Bair Street.

East side of Seneca Street between East Second Street and East Third Street.

South side of East Second Street between Cayuga Street to Seneca Street.

East side of Cayuga Street between East Second Street and Railroad Street.

Both sides of East Fourth Street between Flindt Drive and Oates Street.

East side of Oneida Street between Seventh Street and East Milwaukee Avenue.

The north side of West Fourth Street between Otsego Street and Early Street.

The south twenty-five feet (25') of the west side of College Avenue between Iowa Street and Fourth Street.

The east side of College Avenue from Third Street to Fifth Street.

The north side of Third Street from Otsego Street to College Avenue.

East side of Early Street from Third Street to Fifth Street.

The west side of Grand Avenue from Peterson Drive to Fifth Street.

The west side of College Avenue south of its intersection with Lakeshore Drive.

The south side of Lakeshore Drive from Lake Avenue to Chautauqua Park Drive.

North side of West Sixth Street between Vestal Street and Barton Street.

South side of West Sixth Street between Larchwood Drive to Barton Street.

The east side of Hyland Drive between West Sixth Street and Lochedem Drive.

West side of Barton Street between Rockwell Court and West Sixth Street.

South side of West Milwaukee Avenue from Northwestern Drive to Seneca Street.

Both sides of Peterson Drive.

The north side of East Fifth Street between Flindt Drive and Oates Street.

South side of Iowa Street from Early Street to College Avenue.

The north side of West Third Street from Terrence Street to Barton Street.

The north side of East Second Street from Seneca Street to Oneida Street.

Both sides of Richland Street from Russell Street east to City limits.

Both sides of West Fifth Street from Ontario Street to west City limits, except parking area on north side adjacent to Grace Lutheran Church, which will be parallel parking.

West side of Larchwood Drive from West Third Street to West Fifth Street.

East side of Terrence Street from West Third Street to West Fifth Street.

West side of Parkview Drive.

South side of Railroad Street from Geneseo Street to West Fifth Street.

East side of Western Avenue from West Fourth Street to West Fifth Street.

North side of West Fourth Street from Western Avenue to one hundred twenty-five feet (125') west of Larchwood Drive.

South side of West Sixth Street from Michigan Street west to the north-south alley in Block 13.

North twenty-five feet (25') of College Avenue on both sides of street between West Sixth Street and West Seventh Street.

East twenty-five feet (25') of West Seventh Street on both sides of the street between College Avenue and Grand Avenue.

The west side of Russell Street between Fifth Street and Sixth Street.

North and South side of East Fourth Street from the east side of Cayuga Street to a point 1432.8 Feet east of the east right-of-way line of Flindt Drive.

West side of Vestal Street from the north line of West Fifth Street, thence north a distance of one hundred seven feet (107').

The south side of East Tenth Street from the east line of Lake Avenue to the west right-of-way line easterly for one hundred thirty-two (132) feet.

The west side of Northwestern Drive from West Fifth Street to West Milwaukee Avenue.

The south side of East Sixth Street between Cayuga Street and Oneida Street.

The east side of Oneida Street from East Milwaukee Avenue to East Tenth Street.

The east side of Russell Street between Flindt Drive and East Tenth Street.

Both sides of East Milwaukee Avenue for thirty feet (30') east of Russell Street.

Both sides of East Ninth for thirty feet (30') east of Russell Street.

The west side of Russell Street beginning at a point fifty feet (50') north of the north edge of the paved portion of Tornado Drive and then continuing north for a distance of three hundred ninety-five feet (395'). (From eight o'clock [8:00] A.M. to three-thirty [3:30] P.M.).

The west side of Barton Street from West Third Street to West Fifth Street.

The west side of Oneida Street from East Milwaukee Avenue to East Tenth Street.

The north side of East Eighth Street from Russell Street to Mae Street.

The south side of West Fourth Street from Barton Street to Grand Avenue (From seven o'clock [7:00] A.M. to five o'clock [5:00] P.M.).

The south one hundred feet (100') on the east side of Geneseo Street between West Seventh Street and West Milwaukee Avenue.

The east and west sides of Grand Avenue from West Fourth Street to the location of vacated West Second Street; provided, however, that the Police Chief may establish loading zones with a fifteen (15) minute maximum duration along the east side of Grand Avenue for that same distance.

Both sides of Skewis Street from East 4th Street to Richland Street.

The west side of College Avenue between West Seventh Street and Milwaukee Avenue.

The east side of College Avenue between Lakeshore Drive and West Third Street.

The west side of Michigan Avenue between West First Street and West Third Street.

North side of Lakeshore Drive between Lake Avenue and Flindt Drive.

West side of Irving Street between a point fourteen feet (14') south of the south right of way line of East Third Street and continuing for one hundred fifty-five feet (155') to a point one hundred sixty-nine feet (169') south of said right of way.

West side of Geneseo Street between Fourth Street and the railroad right of way located approximately one block north.

The south side of East Eighth Street between Russell Street and a point fifty feet (50') east of the east right of way line of Russell Street with East Eighth Street.

Both sides of the first one hundred twenty feet (120') of Sixth Street east from the east right of way line of Highview Drive.

Fifty feet (50') in front of the Vista Theater on the west side of Lake Avenue between Sixth Street and Seventh Street.

North side of East Third Street from the west right of way line of Cayuga Street, for fifty feet (50') to the west.

Both sides of Chautauqua Park Drive from the east line of Hudson Street extended right of way easterly to a point two hundred feet (200') west of the intersection of Chautauqua Park Drive and Lakeshore Drive.

East side of Michigan Street, from the north right of way line of Third Street north for six hundred ten feet (610').

East side of Highway 110 from the north end of the Inlet Bridge north to a point five hundred twenty-five feet (525') north of the Inlet Bridge.

East side of Highway 110 between the north side of the Emerald Park entrance and the point one thousand two hundred feet (1,200') north of Emerald Park entrance on Highway 110.

East side of Highway 110 between a point one thousand five hundred feet (1,500') north of the north side of the Emerald Park entrance and a point two thousand feet (2,000') north of the north side of the Emerald Park entrance.

East side of Highway 110 between a point sixty-five feet (65') southwest of Vista Drive and a point one thousand seven feet (1,007') south of Vista Drive.

The south side of Tornado Drive between Russell and Oneida Streets.

The north side of East Milwaukee Avenue between a point three hundred feet (300') east of Russell Street east to a point four hundred nineteen feet (419') east of Russell Street.

The north side of Tornado Drive between a point eight hundred forty-two feet (842') west of Russell Street west to a point nine hundred forty-two feet (942') west of Russell Street.

North side of Hyland Drive between Angier Drive and Abner Bell Road.

South side of Thirteenth Street between Lake Avenue and Erie Street.

South side of West Fourth Street from College Avenue to Grand Avenue.

South side of East Twelfth Street between Lake Avenue and Erie Street.

West side of Vilas Road between East Fourth Street and East Richland Street.

The south fifty feet (50') of the west side of Russell between Tornado Drive and East Tenth Street.

The south fifty feet (50') of the west side of Russell between the entrance to the High School parking lot and East Tenth Street.

North side of Iowa Street between Grand Avenue and Early Street (from 12:00 Midnight to six o'clock [6:00] A.M.).

West side of Early Street between West Fourth Street and West Fifth Street (from 12:00 Midnight to six o'clock [6:00] A.M.).

South side of West 4th Street between College Avenue and Grand Avenue.

The west side of College Avenue from West 4th Street south to the off-street diagonal parking except for a 10 minute parking zone beginning 344 feet south of West 4th Street and ending at a point 161 feet north of West 3rd Street.

East and West sides of Vilas Road south of the intersection of Richland Street.

East and West sides of Industry Street from Richland Street south until the street dead ends.

The first 30 feet on the west side of Grand south of the intersection of Peterson Drive.

The East side of Geisinger Road between East 5th Street and East 7th Streets.

The west side of Vista Drive south from the intersection of Abner Bell Road and West 5th Street.

The entire south side of Vista Drive.

The East side of Parkview Drive for the first 25 feet south of the intersection at Peterson Drive.

The north side of Iowa Street twenty-five (25) feet East of Grand Avenue.

The north side of Iowa Street twenty-five (25) feet West of Grand Avenue.

The north side of Iowa Street twenty-five (25) feet West of College Street.

The north side of Iowa Street twenty-five (25) feet East of Early Street.

The east side of Grand Avenue twenty-five (25) feet North of Iowa Street.

The east side of Grand Avenue twenty-five (25) feet South of Iowa Street.

The south side of E. Third Street between Seneca and Oneida Streets.

The East side of Expansion Blvd 50' south of Richland Street.

The north side of Tornado Drive for the first 110' feet east of the intersection of Tornado Drive and Oneida Street.

The north side of Lakeshore Drive for the first seventy feet (70') west of College Street.

Lighthouse Drive from Early Street east to the Buena Vista University Campus parking lot.

Both sides of West 10th Street from Lake Avenue west to Vestal Street.

South side of West Third Street from College Avenue east to the alley between Otsego Street and College Avenue.

North side of Iowa Street between College Avenue and Grand Avenue (from 12:00 Midnight to six o'clock [6:00] A.M.).

The east side of Vestal Street for the first fifty feet (50') north of East 10th Street.

The east side of Northwestern Drive between Lochedem Drive and West Milwaukee Avenue from November 1st to April 1<sup>st</sup> each year.

The west side of Russell Street between East Milwaukee Avenue and East 10th Street (From eight thirty o'clock [8:30] A.M. to four thirty o'clock [4:30] P.M.).

Both sides of Memorial Road (From ten o'clock [10:00] P.M. to six o'clock [6:00] A.M.).

The north side of Richland Drive between Ray Street and Rothmoor Road.

Both sides of Northwestern Drive for the first 25 feet north of the intersection at Hyland Drive.

Both sides of Northwestern Drive for the first 25 feet south of the intersection at Hyland Drive.

Both sides of Hyland Drive for the first 25 feet east of the intersection at Northwestern Drive.

Both sides of Hyland Drive for the first 25 feet west of the intersection at Northwestern Drive.

The east side of Larchwood Drive between West 5th Street and Colonial Circle.

The west side of Larchwood Drive for the first 25 feet south of the intersection at Colonial Circle.

All sides of Colonial Circle for the first 25 feet north of the intersection at Larchwood Drive.

**SECTION TWO.** Title IX, Chapter 11, Stopping, Standing or Parking, of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, is hereby amended by repealing and replacing Section 9-11-2, Truck Parking Limited, as follows:

Trucks weighing five (5) tons or more, loaded or empty, shall not be parked on any streets in any of the "R" Residential Districts.

No truck parking on the East side of Vilas Road between East 4th Street and Richland Drive

No truck parking in the designated parking area for Awaysis Park.

**SECTION THREE.** 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 hereto.

**SECTION FOUR.** Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION FIVE.** Effective. This ordinance shall be in effect following its passage, approval, and publication as provided by law.

PASSED on its first consideration the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

PASSED on its second consideration the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Requirement of consideration and vote at two (2) prior City Council meetings suspended the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

PASSED AND APPROVED on its third consideration this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF STORM LAKE, IOWA

By: \_\_\_\_\_  
Micheal Porsch, Mayor

\_\_\_\_\_ No action taken by Mayor.

\_\_\_\_\_ Vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Michael Porsch, Mayor

ATTEST:

\_\_\_\_\_  
Mayra A. Martinez, City Clerk  
4904-9403-3495-1\11149-1000  
4918-7279-7804-1\11149-1000

## Staff Summary

10/20/2025

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:** Mayra Martinez, City Clerk

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

**BACKGROUND:**

1. Work session with Iowa Department of Health and Human Services regarding vape and consumable products on November 3, 2025
2. Code Enforcement Work session on November 17, 2025

**FISCAL IMPACT:**

**RECOMMENDATION:**

**ATTACHMENTS:**

None