

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



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

AGENDA

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

BY TELEPHONE:

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

Zoom Meeting ID: 933-2006-3301

BY COMPUTER:

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

Open the Meeting

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

- A. **Consideration of Changes in Agenda and Setting the Agenda**
- B. **Disclosure by City Council Members**
- C. **Hear the Public**
- D. **Consent Agenda**
 - 1. [Consent Agenda](#)
 - 2. [Buy Local Information](#)
 - 3. [Star Spangled Spectacular Fireworks Permit](#)
 - 4. [SLPD City Code Enforcement Summary](#)
- E. **Unfinished Business**
- F. **New Business**
 - 1. [Presentation of Donation to Upper Des Moines](#)
 - 2. [Motion To Approve Noise Variance Request For The Karen Baptist Church](#)
 - 3. [Motion To Approve Noise Variance Request For 908 Evergreen Drive](#)
 - 4. [Resolution No. 58-R-2023-2024 To Approve Street Closing For Kids' Fest 2024](#)
 - 5. [Motion To Approve Storm Lake Lao Buddhist Temple Noise Variance Request](#)
 - 6. [Ordinance No. 04-O-2023-2024 For A City Ordinance Establishing Regulations For After-hours Businesses That Permit Alcohol Consumption Beyond 2 AM - 2nd Reading](#)

7. Motion to Approve Request To Change The Use Of Funds From Witter Gallery.
8. Motion Approving Agreements With Storm Lake Cab & RIDES For Transit Services
9. Motion to Approve a Revised Wastewater Treatment Agreement with Meridian Manufacturing.
10. Resolution No. 59-R-2023-2024 Approving an Agreement With ISG For Design and Construction Services For The Wastewater Treatment Plant Blower Replacement Project.
11. Resolution No. 60-R-2023-2024 Fixing Date for a Meeting on the Authorization of a Loan and Disbursement Agreement and the Issuance of Not To Exceed \$8,000,000 Water Revenue Capital Loan Notes of the City of Storm Lake, State of Iowa, and Providing for Publication of Notice Thereof.
12. Motion to Approve Funding for Five Years for Hometown Pride Program
13. Work Session - Review of Sign Ordinance.
14. Work Session - Mobile Vendor
15. City Council Requested Items / City Council Updates Food Truck Ordinance -- June 3, 2024 City Council Meeting Road Conditions -- June 17, 2023 City Council Meeting

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.*

Find us on Facebook <https://www.facebook.com/cityofstormlake> Follow us on Twitter [@Storm_Lake](https://twitter.com/Storm_Lake)
Find us on the Web at <http://www.stormlake.org>

Staff Summary

06/03/2024

Agenda Item # D.1.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez City Clerk

SUBJECT: **Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of Bills
- King's Pointe & Sunrise Pointe Disbursements
- Approve May 20, 2024 City Council Minutes
- Acknowledge the April 2024 Library Minutes
- Acknowledge the April 2024 Airport Minutes
- Approve Renewal Liquor Licenses for Pizza Hut, Walgreens #11330, Watt Lao Simong Khoun Chanthalam (Buddhist Temple), Hy-Vee #1634, La Juanita Inc,
- Approve Renewal Cigarette Permits for Storm Lake Vape & Smoke, May Flower Asian Grocery, Sichanh Inc, From Earth Wellness
- Approve Star Spangled Spectacular Fireworks Permit
- Approve Buy Local Information
- Approve Storm Lake Police Department City Code Enforcement Update

FISCAL IMPACT: City Will Pay The Following Expenditures:

- List of Bills: \$733,912.86
- King's Pointe & Sunrise Pointe Golf Course Bills: (None at this time)

City Will Receive The Following Receipts:

Liquor License Renewal Fees: \$2,340.00

Cigarette Permit Renewal & New Fees: \$300.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

[6/3/2024 City Claims Expense Report.pdf](#)

05/20/2024 - City Council Minutes.docx
Library April 2024 Minutes.docx
Airport April 2024 Minutes.docx
Pizza Hut Liquor Application 2024.pdf
Walgreens #11330 Liquor Application 2024.pdf
Watt Lao Simong Khoun Chanthalam Liquor Application 2024.pdf
Hy-Vee #1634 Liquor Application 2024.pdf
La Juanita Taqueria Inc Liquor Application 2024.pdf
Storm Lake Vape and Smoke Cigarette Application 2024.pdf

Storm Lake, IA

Payment Date Range: 05/23/2024 - 06/05/2024



Vendor Name	Vendor Number	Payable Description	Total Payments
BVC			
4 Seasons Plumbing Heating & Cooling	002300	Toilet Repairs	105.54
Buena Vista County Solid Waste	001035	Recycling	70.32
Essential Ellison LLC	002043	Annual Extinguisher Inspection	1,392.85
Storm Lake Garage Door Service, LLC	002067	Springs	2,454.54
SunChaser Elite LLC	002478	Cleanup Dumpsters & Hauling Service	2,145.00
		BVC Total:	6,168.25
Contract/Agreement			
10th Street Townhomes LLLP	001620	FY2024 TIF Rebate Agreement	18,864.52
FB STORM LAKE II, LLC	002482	FY2024 TIF Rebate Agreement	68,386.09
Reding's Gravel & Excavating Co., Inc	001132	Pay #1 of Memorial Street/Utilities	261,494.20
Storm Lake Affordable Partners, LLC	001417	FY2024 TIF Rebate Agreement	16,093.76
Tyson Storm Lake Holdings, LLC	001721	FY2024 TIF Rebate Agreement	82,278.24
		Contract/Agreement Total:	447,116.81
Local			
A & A Automotive	001022	Brakes & Pads- P8	1,378.83
Arnold Motor Supply, LLP	001007	Supplies	405.91
Bomgaars Supply, Inc	001151	Supplies	2,730.07
Fareway Stores, Inc	001535	Supplies	191.52
Graffix Inc	001187	Uniforms	255.00
Graham Tire	001093	New Tires (4)	868.40
Hy-Vee, Inc	001152	Supplies	138.24
L & G Products, Inc	001099	Cedar	650.00
McCrea Enterprises	001176	Oil & Supplies	116.45
O'Reilly Automotive Inc	001108	Filter	7.93
Plumbing & Heating Wholesale, Inc	001126	Supplies	153.33
Qwest Corporation	001070	Phone Service	244.08
Rent-All, Inc	001210	Concrete Rake	42.00
Smith Concrete Service Inc	001134	Concrete	999.32
Stanton Electric, Inc	001264	Receptacle Installation	493.94
Stickers and Posters.com	001922	Kids Fest Decals	405.00
Storm Lake Hydraulics Co, Inc	001089	Supplies	394.76
The Storm Lake Times	001214	Publications	1,488.86
Vetter Equipment	001098	Trimmer Line	93.55
WalMart #01-1526	001153	Supplies	351.08
Wiese Plumbing & Heating, Inc	001302	Flush Valve Replacement	521.69
		Local Total:	11,929.96
Non-Local			
ABC Pest Control, Inc	001078	Pest Control Services	238.88
Ahlers & Cooney, P.C.	001023	Urban Revit Services	1,197.00
Alex Air Apparatus 2 LLC	002217	Reflective Collar Cones	1,365.00
Alpha Wireless Communications	001105	Service Call	87.00
Arrowhead Forensics	002479	Evidence Supplies	189.74
Boji Portable Toilets Inc	001133	Portable Toilet Rental	880.00
Central Iowa Distributing, Inc	001026	Cleaning Supplies	1,118.50
Core & Main LP	002000	Testing Supplies	3,545.00
Dale Vitito	001061	Uniform- Butler	1,633.19
Dave's Sand & Gravel, Inc	002371	Sand	301.71
Department of Inspections, Appeals, & Li	002458	Boiler Inspection	135.00
Dorsey & Whitney LLP	001954	TIF Legal Services	5,903.00
Eastern Aviation Fuels, Inc	001030	AV Gas	19,338.34

Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Electric Pump Inc	001032	Sludge Pump Repairs	7,128.50
Foundation Analytical Laboratory, Inc	001100	Testing Services	2,133.00
International Association of Arson Investi	002477	IAAI Fit Application	90.00
International Association of Electrical Ins	001654	FY2025 Membership- Olesen #562890	120.00
Island Sprinkler Supply Company	001289	Drip Irrigation- KP Sign	393.26
Joshua Beeck	002472	Window Cleaning Services	45.00
Kasperbauer Cleaners, Inc	002435	Entrance Mat Services	40.62
Lange Sign Group	002041	Airport Sign Replacement	6,802.00
Laurens House of Print Ltd	002161	Name Plate- Armstrong	19.01
Linde Inc	001111	Bi-Annual Inspection Service	1,450.00
Mississippi Lime Company	001095	Lime	27,267.60
NW Iowa Planning & Development Comm	001102	FY2024 SHIELD Final Draw	1,900.00
Oscar Rosales	002311	Kids Fest 2024 Services	425.00
Outdoor Recreation Products	001135	Playground Supplies	1,347.36
Piper Sandler & Co	001422	FY2023 Dissemination Agent Fee	1,250.00
Pitney Bowes Inc	001181	Postage	1,600.00
RL Fridley Theatres, Inc	001403	5/25/2024 Movie with a Cop	1,421.00
Service Master by Rice	001775	Water Damage- Extraction & Remediation	13,584.55
Site Services, Inc	002259	Asbestos Removal- 228 Mae	8,445.00
State Hygienic Laboratory	001595	Testing Services	770.50
The Magician School	002476	2024 Kids Fest Performance Agreement	1,200.00
UnityPoint Health at Work - Fort Dodge	002330	Testing Services	1,018.46
Upper Des Moines Opportunity	001631	5/2024 City-Wide Cleanup Contribution	1,617.00
UPS	001121	Shipping	105.24
Utility Equipment Co	001096	Gaskets & Valves	2,514.40
W. W. Grainger, Inc	001085	Bags & Lights	118.02
		Non-Local Total:	118,737.88
Payroll/Refunds			
Custodian of Petty Cash- Jean Cashman	001470	May 2024 Postage	28.55
Glenn Schlessner	002077	5/17/2024 Investigation School	256.00
Mitchell Fritz	002023	5/1/2024 K9 Training	185.89
Timothy Masters	002481	1/12/2024 Mailbox Replacement	60.99
Tyler Munden	001530	4/26/2024 Fire Arms Training	155.00
		Payroll/Refunds Total:	686.43
		Grand Total:	584,639.33

CITY OF STORM LAKE REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS MAY 20, 2024, 5:00 PM

Present: Mayor Michael Porsch, Council Members Kevin McKinney, Matt Ricklefs, Meg McKeon, and Maggie Martinez. Absent: Council Member Maria Ramos.

Also Present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Maria Brownell, Police Chief Chris Cole, King's Pointe Manager Amy VonBank (via Zoom), Library Director Elizabeth Huff, Communications Coordinator Dana Larsen, Public Services Supervisor Scott Bonebrake, Assistant Public Services Supervisor Brandon Ripke, Public Works Director Matt Beckman, Finance Director Brian Oakleaf, Staff Accountant Tyler Gibbins, and Deputy City Clerk Nelda Kirkholm

Media Present: Ryan Thompson with KAYL Radio, Tom Cullen and Amber Mohmand with Storm Lake Times Pilot (via Zoom).

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

Pledge of Allegiance

Agenda – Council Member McKeon requested to have the appointment of a new library board member moved from the consent agenda to the regular agenda. Council Member requested this move as she feels that people who volunteer to be a board member needs to be recognized for their volunteer work. Moved by Council Member Ricklefs to approve setting the agenda as presented. Seconded by Council Member McKinney. Vote: All ayes with Council Member Ramos absent. Motion carried.

Disclosure by City Council Members - No Items

Hear the Public - No comments from the public.

Consent Agenda - Moved by Council Member Martinez to approve the consent agenda with the removal of the Library Board member appointment to the regular agenda, approve List of Bills Check #'s 81385 through 81440, EFT #'s 1378, and #5221 through 5268, King's Pointe & Sunrise Pointe Disbursements, approve May 6, 2024, regular Council minutes and May 13, 2024 Special Council minutes, approve renewal liquor license for Hy-Vee, approve renewal cigarette permits for Casey's Store #3080, Carroll's Tobacco Outlet/R Smoke Plus LLC, Hy-Vee Store, Fareway Store Inc, #461, Murphy USA 6923, approve Resolution No. 53-R-2023-2024 setting the FY2024-2025 Fee Resolution, approve Buy Local Information, approve Storm Lake Police Department City Code Enforcement Update. Seconded by Council Member Ricklefs. Roll call vote: All ayes with Council Member Ramos absent. Motion carried.

Unfinished Business – No items at this time.

New Business

Work Session - Review of City and State Codes for Dogs and Cats – City Council members continued to discuss the Iowa Code and City Code concerning stray dogs and cats, vicious dogs, along with a discussion about a TNR (trap, neuter and release) program for cats in the City. Discussions also included having a public hearing for all citizens that are against and those for the TNR program before inviting the Alley Cat group to give a presentation to the City Council. The vicious animal hearing process was reviewed, and discussions involved streamlining the hearing process. City Attorney Brownell will take into consideration all comments from the discussion today, update the ordinance accordingly and bring a draft ordinance back for City Council to review.

St Mary's Eucharistic Procession Walk and Street Closure - Moved by Council Member McKinney to approve St. Mary's Eucharistic procession walk and street closure request. Seconded by Council Member Martinez. Vote: All ayes with Council Member Ramos absent. Motion carried.

2024 Star Spangled Spectacular - Moved by Council Member McKeon to approve 2024 Star Spangled Spectacular July 3rd and 4th Event request. Seconded by Council Member Ricklefs. Vote: All ayes with Council Member Ramos absent. Motion carried.

Buena Vista County Suicide Prevention Coalition - Moved by Council Member McKeon to approve Buena Vista County Suicide Prevention Coalition Awareness Walk and Resource Fair request. Seconded by Council Member Martinez. Vote: All ayes with Council Member Ramos absent. Motion carried.

Library Board Member – Moved by Council Member McKeon to approve the appointment of Rebecca Quesnell to the Library Board. Seconded by Council Member Martinez. Vote: All ayes with Council Member Ramos absent. Motion carried.

FY2025 Budget Book – Finance Director Brian Oakleaf gave an overview and summary of the FY2025 Budget Book as an acknowledgement to what will be submitted to the State for the City budget.

Kids Fest Outdoor Waterpark Special One Day Rate - Moved by Council Member Ricklefs to approve Kids Fest outdoor waterpark special one day rate request. Seconded by Council Member Martinez. Vote: All ayes with Council Member Ramos absent. Motion carried.

After-hours Businesses That Permit Alcohol Consumption Ordinance - - Mayor Porsch opened the public hearing for a City Ordinance establishing regulations for after-hours businesses that permit alcohol consumption beyond 2 am stating this was the time and place for any comments. Hearing no comments and no objections received from the Public or City Council to this public hearing, Mayor Porsch closed the public hearing.

Moved by Council Member Martinez to approve first reading for a City Ordinance establishing regulations for after-hours businesses that permit alcohol consumption beyond 2 am. Seconded by Council Member McKinney. Roll call vote: All ayes with Council Member Ramos absent. Motion carried.

Storm Lake Urban Revitalization Plan - Mayor Porsch opened the public hearing on the matter of the adoption of a proposed amended and restated Storm Lake Urban Revitalization plan for the Storm Lake Urban Revitalization Area stating this was the time and place for any comments. Hearing no comments and no objections received from the Public or City Council to this public hearing, Mayor Porsch closed the public hearing.

Moved by Council Member McKeon to adopt Resolution No. 54-R-2023-224 adopting the amended and restated Storm Lake Urban Revitalization plan for the Storm Lake Urban Revitalization Area. Seconded by Council Member Martinez. Roll call vote: All ayes with Council Member Ramos absent. Motion carried.

New Production Well No. 22 Project - Moved by Council Member McKinney to approve an amendment to the Engineering agreement with ISG for additional services on the new production Well No. 22 project. Seconded by Council Member Ricklefs. Vote: All ayes with Council Member Ramos absent. Motion carried.

New Production Well No. 21 Project - Moved by Council Member Martinez to adopt Resolution No. 55-R-2023-2024 approving Change Order No. 2 for the New Production Well No. 21 project. Seconded by Council Member McKeon. Roll call vote: All ayes with Council Member Ramos absent. Motion carried.

2024 Memorial Road Street & Utility Improvements Project – Josh Pope with Bolton and Menk presented an update on the Memorial Road Street and utility improvements project and reported that there has been great communication with property owners involved with the project and the project is running on schedule.

Lake Preservation Association - Moved by Council Member Martinez to approve a fee waiver for Lake Preservation Association meeting. Seconded by Council Member McKinney. Vote: All ayes with Council Member Ramos absent. Motion carried.

Wastewater Treatment Plant Blower Project - Moved by Council Member Ricklefs to adopt Resolution No. 56-R-2023-2024 approving agreement for grant administration services with Local Government Professional Services, DBA Simmering-Cory for the Wastewater Treatment Plant Blower project. Seconded by Council Member McKinney. Roll call vote: All ayes with Council Member Ramos absent. Motion carried.

Moved by Council Member Martinez to adopt Resolution No. 57-R-2023-2024 approving a grant agreement with IEDA for the Wastewater Treatment Plant Blower project. Seconded by Council Member McKeon. Roll call vote: All ayes with Council Member Ramos absent. Motion carried.

Storm Lake United - Dan Jones, the secretary/treasurer for SLU gave a presentation regarding advertising expenses for their events. Mr. Jones suggested that the City consider funding 75% of the cost of events on a reimbursement basis.

City Council Requested Items / City Council Updates – Council Member McKeon requested a discussion on road conditions for the City Council meeting on June 17, 2024.

Council Member Martinez requested a discussion on the food truck ordinance for the City Council meeting on June 3, 2024.

Adjourn - Moved by Council Member McKinney to adjourn at 6:56 pm. Seconded by Council Member Martinez. Vote: All ayes with Council Member Ramos absent. Motion carried.



Library Board Meeting, City of Storm Lake, April 8, 2024, 4:00 p.m.

Present: Board President Mary Kay Hudspeth, Jim Eliason and Barb Wells. Also present, Elizabeth Huff, Library Director and Julie Steinfeld, Witter Board President.

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

Disclosures by Board Members - None

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

Public Hearing – None

Witter Gallery Report – Board President Steinfeld just got back and has not had a chance to meet with her Board or Gallery Director.

Approval of Minutes – Moved by Board Member Eliason to approve March Minutes. Seconded by Board Member Wells. Vote all ayes. Motion carried.

Director's Report – No questions on the Calendar, Bar Charts or Ledger. The Friends would like a Trustee to attend their Board Meetings beginning in September. The Trustees viewed the summer reading poster and activity calendar. The Director will take a vacation from April 15-19, 2024.

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

Work Session: New Five-year goals and forum –Tabled until next month.

Work Session: Hybrid meetings in the Bylaws – Tabled until next month.

Trustee Continuing Education – Get Ready, Stay Ready website. Director showed the Iowa links under the Civic Engagement folder on the home page. In the upcoming meetings, each Trustee will take a folder and explain it. Board President Hudspeth: Stuff You Should Read. Board Member Wells: Training. Board Member Eliason: Media.

Library Board Member Requested Items – None.

Adjournment - Moved by Board Member Wells to adjourn the meeting at 4:14pm. Seconded by Board Member Eliason. Vote all ayes. Motion carried.

Elizabeth Huff, Library Director - Please note the above is an unapproved draft of minutes and will be approved by the Board of Trustees on April 8, 2024.

Storm Lake Airport Commission
Regular Meeting, Airport Terminal
Monday, April 8, 2024, 4:00 PM

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

Staff Present: Tyler Gibbins. Also Present: Carl Byers with Bolton & Menk.

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

Minutes - Moved by Commissioner Worthan to approve the March 11, 2024, minutes. Seconded by Commissioner Turner. Vote: All ayes with Commissioner Dierking absent. Motion carried.

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

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

Airport Manager's Monthly Report – Received a call from the USDA and they informed us that they will be here on May 11th. Stanton Electric came and looked at the damaged Welcome To Storm Lake sign. USDA arrived on May 11th and set traps to try and catch the badger that is digging holes in the runways. We checked traps on the 12th, 13th, 14th and 15th and nothing was found in the traps. John and the man from the USDA checked traps on the 18th and one badger was caught in a trap. Jim, John, and Travis attended the IAAA spring safety meeting in Des Moines on the 13th and 14th and the ISU continuing education recertification class. Ordered and received 7,500 gallons of jet fuel.

Courtesy Car Usage: 8 Miles: 149

Fuel Meter Reading: Jet A – 713,743

AV Gas – 164,437.5

Administration Report April 2024

Runway 17/35 Lighting Project Update - The preconstruction meeting was held Thursday, March 13th at 2:00pm. Bolton & Menk is to provide a project update.

Adjourn - Moved by Commissioner Kitzrow to Adjourn at 4:16 pm. Seconded by Commissioner Worthan. Vote: All ayes with Commissioner Dierking absent. Motion carried.



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
COMES INVESTMENTS, INC.	PIZZA HUT	(515) 330-1172		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
115 East Milwaukee Avenue		Storm Lake	Buena Vista	50588
MAILING ADDRESS	CITY	STATE	ZIP	
2045 Grand Avenue	West Des Moines	Iowa	50265	

Contact Person

NAME	PHONE	EMAIL
JOE W COMES	(515) 205-7753	joe@comesinv.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BW0097831	Special Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 1, 2024	June 30, 2025	

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
JOSEPH COMES						Yes
JOSEPH COMES	Clive	Iowa	50325	OWNER	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

IMT Insurance Co

POLICY EFFECTIVE DATE

July 1, 2024

POLICY EXPIRATION DATE

June 30, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Walgreen Co.

NAME OF BUSINESS(DBA)

Walgreens #11330

BUSINESS

(712) 732-0005

ADDRESS OF PREMISES

800 Lake Ave

PREMISES SUITE/APT NUMBER

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

P.O. Box 901

CITY

Deerfield

STATE

Illinois

ZIP

60015

Contact Person

NAME

Jeff Jackson

PHONE

(847) 527-4612

EMAIL

taxlicenser renewals@walgreens.com

License Information

LICENSE NUMBER

LE0002184

LICENSE/PERMIT TYPE

Class E Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

June 17, 2024

EXPIRATION DATE

June 16, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Tracey Brown	Storm Lake	Iowa	50588	President & Director	0.00	Yes
Joseph B. Amsbary, Jr.	Storm Lake	Iowa	50588	Secretary	0.00	Yes
Richard Gates	Storm Lake	Iowa	50588	SVP & Director	0.00	Yes
Jeffery Gruener	Storm Lake	Iowa	50588	SVP, CFO, Treasurer & Director	0.00	Yes
Brian Brown	Storm Lake	Iowa	50588	Vice President	0.00	Yes
Toni Franklin						

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

WATT LAO SIMONG KHOON
CHANTHALARAM

NAME OF BUSINESS(DBA)

Wat Lao Simongkhoun
Chanthalam

BUSINESS

(712) 299-1068

ADDRESS OF PREMISES

611 Rothmoor Road

PREMISES SUITE/APT NUMBER

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

308 Michigan Street

CITY

Storm Lake

STATE

Iowa

ZIP

50588

Contact Person

NAME

Meng Lai

PHONE

(712) 299-1068

EMAIL

menglai95@hotmail.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Special Class C Retail Alcohol
License

5 Day

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

June 27, 2024

TENTATIVE EXPIRATION DATE

July 1, 2024

LAST DAY OF BUSINESS

SUB-PERMITS

Special Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Non-Profit Association

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Meng Lai	Storm Lake	Iowa	50588	Board Member	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

June 27, 2024

POLICY EXPIRATION DATE

July 2, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Hy-Vee, Inc.

NAME OF BUSINESS(DBA)

Hy-Vee

BUSINESS

(515) 267-2800

ADDRESS OF PREMISES

1250 N Lake St

PREMISES SUITE/APT NUMBER

CITY

Storm
Lake

COUNTY

Buena
Vista

ZIP

50588-0000

MAILING ADDRESS

5820 Westown Pkwy

CITY

West Des Moines

STATE

Iowa

ZIP

50266-0000

Contact Person

NAME

Katie Nylen

PHONE

(515) 267-2800

EMAIL

knylen@hy-vee.com

License Information

LICENSE NUMBER

LE0000543

LICENSE/PERMIT TYPE

Class E Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

July 1, 2024

TENTATIVE EXPIRATION DATE

June 30, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Michael Jurgens	Urbandale	Iowa	50322	EVP, Secretary	0.00	Yes
Katie Nylen						
Jeremy Gosch	Urbandale	Iowa	50323	CEO	0.00	Yes
Andrew Schroeder	Johnston	Iowa	50131	AVP, Assistant Controller	0.00	Yes
Morgan Beier						
Kelly Palmer						
Owen Turk						

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

La Juanita Taqueria, Inc.

NAME OF BUSINESS(DBA)

La Juanita

BUSINESS

(712) 490-9222

ADDRESS OF PREMISES

613 Lake Ave.

PREMISES SUITE/APT NUMBER

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

613 Lake Ave.

CITY

Storm Lake

STATE

Iowa

ZIP

50588

Contact Person

NAME

Victor Bautista

PHONE

(712) 490-2895

EMAIL

lajuanita50588@outlook.com

License Information

LICENSE NUMBER

LC0031982

LICENSE/PERMIT TYPE

Class C Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

June 6, 2024

EXPIRATION DATE

June 5, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Christina Bautista		Nebraska	68776	Owner	50.00	Yes
Victor Bautista		Nebraska	68776	Owner	50.00	Yes
Horneber Law Firm	Le Mars	Iowa	51031			

Insurance Company Information

INSURANCE COMPANY

Auto Owners Insurance Company

POLICY EFFECTIVE DATE

Aug 2, 2023

POLICY EXPIRATION DATE

Aug 2, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



Department of Revenue

Iowa Retail Permit Application
for Cigarette/Tobacco/Nicotine/Vapor

tax.iowa.gov

Additional instructions are on the final page.

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/ 2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:Legal name/Doing business as (DBA): Storm Lake Vape + SmokeIowa sales and use tax account number: 3-02-509021Retail address: 609 Lake Avenue City: Storm Lake State: Iowa ZIP: 50588Mailing address: 609 Lake Avenue City: Storm Lake State: Iowa ZIP: 50588Phone: (712) 291-8160**Legal Ownership Information:**Type of ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP: Dream Land 786, IncPrimary office address: 609 Lake Avenue City: Storm Lake State: Iowa ZIP: 50588Phone: (712) 291-8160 Fax: _____ Email: prince land 786@gmail.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐ Vending machine that assembles cigarettes ☐ Delivery sales of alternative nicotine/vapor products (see instructions) ☐ Mobile sales (see instructions) ☐ VIN: _____ License plate number: _____

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative nicotine products ☒ Vapor products ☒**Type of Establishment: (Select the options that best describe the establishment)**Alternative nicotine/vapor store ☒ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☒Other (provide description) ☐ _____

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s):

202309 - Charles CityDo you intend to make retail sales to ultimate consumers? Yes ☐ No ☒

Include with this application a list of your suppliers of cigarettes, tobacco, alternative nicotine and vapor products on a separate sheet.

Identify partners or corporate officers (up to three) if the business is not a sole proprietorship.Name: Mehnde Khan Title: CEO/OWNERAddress: 915 11th StCity: Charles City State: IA ZIP: 50616

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Authorized Party

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. I declare that I am authorized to act on behalf of the taxpayer, and will only act within my authority.

Printed Name/Title: MEHNDE KHANAuthorized Signature: M. KhanDate: 05/29/2024 Email: mehnde123@gmail.com

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: 06-03-24
- Fill in the permit number issued by the city/county: FY 24-25-06
- Fill in the name of the city or county issuing the permit: City of Storm Lake
- New ☐ Renewal ☒

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Cigarette Tobacco & Vape Suppliers list.

1. Hewett wholesale Inc.
2519 S Federal Ave,
Mason City IA, 50401
PH: 641-423-1833

2. American Distributor LLC
1049 Industrial DR, Bensenville, IL 60106
PH: 630-422-1915

3. Cigar Source
3305 Ingersoll Avenue Des Moines IA 50312
515-279-1439

Staff Summary

06/03/2024

Agenda Item # D.2.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez City Clerk

SUBJECT: Buy Local Information

BACKGROUND: In 2011 during a Study Session discussion Council asked staff to look at putting together some analysis information regarding the amount of purchases made locally. We have pulled that information together and a provided a summary of purchases identified in the current list of bills to be approved that are purchased locally (within the City of Storm Lake), within Buena Vista County, and outside of Buena Vista County are presented here for Council's review. This information is presented for both the City & King's Pointe's bills. As the reader reviews the information they should note the following key notes: Costs associated with any major capital project (those bid under the State of Iowa Bid Law) are excluded from the calculation Costs associated with travel is excluded from the calculation and % Costs associated with payroll is excluded from the calculation and % In some cases there is only one vendor or an item is only available from vendors outside of the City limits and/or Buena Vista County – we have not identified these some departments have fairly minor budgets and a major purchase can skew the % and or amount for a given review period (For Example: the Airport may have normally \$4,000 - \$6,000 in expenses until they purchase Jet Fuel or Av Gas which can be \$10,000 + and as a vendor who is not local this can skew the information for that review period) Local has been determined to be has an office front in the area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here) As with all analytical data it is possible to interpret the numbers in a variety of ways and as we move forward we would be happy to provide further detail and or revise the way in which we show the data. Likewise if you have any questions or concerns please don't hesitate to contact city staff.

FISCAL IMPACT:

Breakout

Buena Vista County

Calculated Expenses

6,168.25

Contract/Agreement	447,116.81
Local	11,929.96
Non-Local	118,737.88
Payroll/UB Refunds/Pyrl Tax & Ins	<u>149,959.96</u>
TOTAL EXPENSES:	\$733,912.86

RECOMMENDATION: Approve Buy Local Information

ATTACHMENTS:
[6/3/2024 Project Report.pdf](#)

Summary

Project Summary							
Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
OP1.122814	Richland Street, Phase 2 Improvem...	174,107.75	0.00	174,095.25	0.00	174,095.25	12.50
OP1.125106	BRIC	212,709.99	212,709.99	212,709.99	0.00	212,709.99	0.00
OP1.126252	Comprehansive Plan & Zoning Code U...	125,880.00	0.00	125,824.50	0.00	125,824.50	55.50
OP1.131538	Memorial Road Street & Utility Impro...	3,894,220.00	3,894,220.00	380,662.78	261,208.44	641,871.22	3,252,348.78
OT5.128791	Runway 17/35 Lighting Replacement	410,741.68	410,741.68	96,802.87	0.00	96,802.87	313,938.81
19-22797	Memorial Lift Station Improvements	2,533,320.00	0.00	2,554,600.96	0.00	2,554,600.96	-21,280.96
20-HSG-022	2021 Housing Sustainability Project	224,994.00	224,994.00	181,283.12	0.00	181,283.12	43,710.88
21-26215	Downtown Master Plan	113,000.00	0.00	103,650.00	0.00	103,650.00	9,350.00
22-26698	Storm Lake WTP- Well No. 21	1,789,929.00	1,789,929.00	761,817.43	0.00	761,817.43	1,028,111.57
22-26815	W 6th Street Utilities Extension	314,241.49	314,241.49	318,517.58	0.00	318,517.58	-4,276.09
22-27926	Storm Lake WTP- Well #22	149,200.00	149,200.00	63,402.50	0.00	63,402.50	85,797.50
23-092	King's Pointe Remodel/Refresh	446,537.52	446,537.52	389,760.57	0.00	389,760.57	56,776.95
23-29446	WWTP UV Disinfection Building	189,472.00	189,472.00	27,880.00	0.00	27,880.00	161,592.00
23-29447	College & 3rd St Lift Station Replacem...	185,000.00	185,000.00	109,640.00	0.00	109,640.00	75,360.00
FEMA HMGP (HMA) 4483	FEMA HMGP (HMA) 4483	373,560.00	373,560.00	22,170.50	0.00	22,170.50	351,389.50
HTG322020	T-Mobile Hometown Grant Q-3-22	0.00	0.00	45,619.48	0.00	45,619.48	-45,619.48
IA0091	SL Elevated Water Storage- Tower #5	7,384,100.15	7,384,100.15	513,412.87	0.00	513,412.87	6,870,687.28
New	Lead Service Line Replacement Prelim...	15,500.00	0.00	0.00	0.00	0.00	15,500.00
OP1.125220	4th Street Watermain Improvement P...	553,406.16	0.00	581,342.16	0.00	581,342.16	-27,936.00
P11.118940	Oneida Street Reconstruction from RR...	2,526,433.98	0.00	2,513,334.28	0.00	2,513,334.28	13,099.70
P11.120411	Highway 7/110 Traffic Lane/Signalizat...	4,711,913.90	1,210.58	4,950,011.05	0.00	4,950,011.05	-238,097.15
SP21122	SL Library CDBG- COVID (CV) Grant	634,285.27	634,285.27	634,285.27	0.00	634,285.27	0.00
Report Total:		26,962,552.89	16,210,201.68	14,760,823.16	261,208.44	15,022,031.60	11,940,521.29

Group Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	410,741.68	410,741.68	96,802.87	0.00	96,802.87	313,938.81
ARPA Project	1,789,929.00	1,789,929.00	761,817.43	0.00	761,817.43	1,028,111.57
Building Resilient Infrastructure and C...	212,709.99	212,709.99	212,709.99	0.00	212,709.99	0.00
Economic Development	778,115.49	539,235.49	774,894.68	0.00	774,894.68	3,220.81
King's Pointe Resort Projects	446,537.52	446,537.52	389,760.57	0.00	389,760.57	56,776.95
Library Project	634,285.27	634,285.27	634,285.27	0.00	634,285.27	0.00
Sanitary Sewer Projects	3,281,352.00	748,032.00	2,714,291.46	0.00	2,714,291.46	567,060.54
Street Construction	11,306,675.63	3,895,430.58	8,018,103.36	261,208.44	8,279,311.80	3,027,363.83
Water Project	8,102,206.31	7,533,300.15	1,158,157.53	0.00	1,158,157.53	6,944,048.78
Report Total:	26,962,552.89	16,210,201.68	14,760,823.16	261,208.44	15,022,031.60	11,940,521.29

Staff Summary

06/03/2024

Agenda Item # D.3.



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

REPORT TO: Honorable Mayor & Council

FROM: Glenn Schlessner Fire Chief

SUBJECT: **Star Spangled Spectacular Fireworks Permit**

BACKGROUND: The Star Spangled Spectacular Committee will sponsor fireworks launched from the south end of the Chautauqua Park jetty. Subject to approval by the Iowa DNR.

FISCAL IMPACT: None

RECOMMENDATION: Approve Permit

ATTACHMENTS:
[PSD Fireworks Permit 2024.pdf](#)



Public Safety
Police & Fire
PERMIT

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: July 4, 2024 Fireworks Display

Issued To:

Name: Holly Schipper and Liz Smith

Organization: 2024 Star Spangled Spectacular

Address: P.O. Box 457 Storm Lake, IA 50588

Phone: 712-732-2742

Date(s) of Event: July 4, 2024 (rain date July 6th)

Time(s) of Event: Dusk

Expiration of Permit: 12:00 midnight

Location / Area
of Use:

South end of Chautauqua Park Jetty, subject to approval by the Iowa DNR

Type of Permit

☐ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☒ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by:

Glenn M. Schlessner, Sr.

Please Print

Date:

05/21/2024

Signature:

Title:

Fire Chief

Staff Summary

06/03/2024

Agenda Item # D.4.



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

REPORT TO: Honorable Mayor & Council
FROM: Chris Cole Police Chief
SUBJECT: **SLPD City Code Enforcement Summary**

BACKGROUND: 05-15-2024 TO 05-28-2024

Tall Grass and Weeds - 46

Accumulate Trash - 4

Accumulate Junk - 7

Grass Clippings - 2

Misc CCE - 4

Total: 63

Citations - 0

White Summons - 6

FISCAL IMPACT: None

RECOMMENDATION: None

ATTACHMENTS:

Staff Summary

06/03/2024

Agenda Item # F.1.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Presentation of Donation to Upper Des Moines**

BACKGROUND: For Storm Lake Proud Month, Council determined that proceeds received from drop offs at the Street Shop would be given to Upper Des Moines.

\$1,622 was received during the three day items delivered to the Street Shop.

A summary of the event is attached.

FISCAL IMPACT: N/A

RECOMMENDATION: Mayor will present check to Upper Des Moines (no formal action is necessary)

ATTACHMENTS:
[Storm Lake Proud Month Summary.docx](#)

Storm Lake Proud Month Summary of Activities May 2024

Volunteer Opportunities:

The opportunity to schedule Storm Lake Proud Clean Up was carried through the entire month of May 2024. The format offered the option for individuals and groups to volunteer on their schedule for opportunities to perform clean up task of their preference. Approximately 10 groups comprised of 50 volunteers completed the following:

Campground Guest: Stain picnic tables at campground and put new fire rings together (1 person)

Tyson: May 6th from 10:30 AM to 12:30 PM - Paint park benches (5 people)

Wireless World: May 3rd from 8:15 AM to 10:15 AM - Paint park benches (2 people)

ISG: May 24th - Stain wood carvings (8 people)

Tyson: May 6th 10:30 AM to 12:30 PM - Clean up lighthouses (wipe down with water) – 5 people

Boy Scouts: April 29th 6:30 PM – Clean north of Field of Dreams and possibly plant cone flowers (15 people)

Farm Credit Services of America: ditch clean-up C49 Vestal to Hwy 71 and South Vestal (9 people)

Lake Bank Cleaning: King's Pointe to boat ramp by campground – (5 kids)

BVU: Painting picnic tables and park benches (6 people)

Street Shop Drop Off:

On Saturday, May 11th, 116 vehicles visited the Street Shop and dropped off unwanted items. Over 100 vehicles were turned away that day. Subsequently, two more afternoons were added to the event: Tuesday, May 14th (65 vehicles) and Thursday, May 16th (113 vehicles). In total , 294 vehicles, including a U-Haul Rental Truck, dropped off items. One patron dropped off 30 tires, two dropped off pianos and one patron delivered a pump organ. Who would have thought!

Costs:

Through the three days expenses were as follows:

Staff Labor	\$ 2,900
Sunchaser Elite	\$ 2,145 (discounted nearly \$1,100)
BV Recycle Center	<u>\$ 7,600</u>
Total Expense	<u>\$12,645</u>
Total Waste collected	117 tons
Total Revenue	\$ 1,622 (for Upper Des Moines)

Summary:

In theory, we spent approximately \$43 per customer to collect \$1,622 for charity.

Staff Summary

06/03/2024

Agenda Item # F.2.



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

REPORT TO: Honorable Mayor & Council

FROM: Chris Cole Police Chief

SUBJECT: **Motion To Approve Noise Variance Request For The Karen Baptist Church**

BACKGROUND: The SLPD received a request from Khorina Htoo for a noise variance for a church event scheduled at the Karen Baptist Church (former KC Hall). This event will involve an outdoor speech to the congregation followed by prayer in the parking lot which then will move indoors on Sunday June 9th 2024 at 10:30 AM.

This is a new event, but based on conversations with Ms. Htoo, I don't believe there will be any issues.

FISCAL IMPACT: None

RECOMMENDATION: Vote on request

ATTACHMENTS:

Staff Summary

06/03/2024

Agenda Item # F.3.



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

REPORT TO: Honorable Mayor & Council

FROM: Chris Cole Police Chief

SUBJECT: **Motion To Approve Noise Variance Request For 908 Evergreen Drive**

BACKGROUND: Sam Muse of 908 Evergreen Drive has requested a noise variance for a live band for a graduation party at a residence located at 908 Evergreen Drive.

The party will be held on Saturday June 15th from 3PM to 10 PM. Mr. Muse advised that the band will be playing outside (weather permitting).

FISCAL IMPACT: None

RECOMMENDATION: Vote on request

ATTACHMENTS:

Staff Summary

06/03/2024

Agenda Item # F.4.



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

REPORT TO: Honorable Mayor & Council

FROM: Dana Larsen

SUBJECT: **Resolution No. 58-R-2023-2024 To Approve Street Closing For Kids' Fest 2024**

BACKGROUND:

Kids' Fest will be held June 9. The location for this year's event is Chautauqua Park, due to construction taking place in the former Awaysis Park location.

Because a large number of children are expected to be running and playing in the park area, we are suggesting closure of a section of Chautauqua Park Road from Hudson to the west park entrance from 10 a.m. until 4 p.m.

Some city equipment for the event may also be stationed on the road for visitors to see, and the west section will be available for city staff working the event to access the park.

The road closure will not impact access to any homes or businesses. Hudson Street will remain open for public parking and access to residences to the east of the park.

FISCAL IMPACT: There will be no fiscal impact to the road closing.

RECOMMENDATION: Approval Resolution No. 58-R-2023-2024 for closing a portion of Chautauqua Park Road for Kids' Fest June 9.

ATTACHMENTS:

[Proposed road closure - Kids' Fest 2024.jpg](#)

[Resolution No. 58-R-2023-2024 - Temporarily Closing Street - Kids' Fest 2024 \(02358960x7F7E1\).docx](#)



RESOLUTION NO. _____

**RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS IN
CONNECTION WITH A SPECIAL EVENT KNOWN AS “KIDS’ FEST 2024”**

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

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

WHEREAS, the City of Storm Lake and King’s Pointe Resort are hosting Kids’ Fest 2024, and the City finds it is necessary and in the best interests of the attendees and public to temporarily close the following streets and any associated parking spaces from 10:00 a.m. to 4:00 p.m. on the dates listed below, in conjunction with the special event known as “Kids’ Fest 2024:”

A section of Chautauqua Park Road from Hudson to the west entrance of Chautauqua Park, on June 9, 2024.

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

Dated this date: _____

Mike Porsch, Mayor

ATTEST:

Mayra Martinez, City Clerk

Staff Summary

06/03/2024

Agenda Item # F.5.



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

REPORT TO: Honorable Mayor & Council

FROM: Chris Cole Police Chief

SUBJECT: **Motion To Approve Storm Lake Lao Buddhist Temple Noise Variance Request**

BACKGROUND: Attached is a request from the Lao Buddhist Temple for a noise variance for amplified music and announcements for a celebration on the following dates:

June 28th, 2024 from 1:00 PM to 11:00 PM

June 29th 2024 from 2:00 PM to 1:00 AM

FISCAL IMPACT: None

RECOMMENDATION: Vote on request

ATTACHMENTS:
[20240530155848972.pdf](#)

Noise Ordinance

May 30th, 2024

Storm Lake City Council
Chief Mark Prosser, Public Safety

On behalf of the Storm Lake Lao Buddhist Temple, we are requesting a noise ordinance.

- On June 28th, 2024 from 1:00 PM - 11:00 PM
 - On June 29th, 2024 from 2:00 PM - 1:00 AM
- For a Lao Ceremonial celebration.

If there are any questions please contact:
Meng Lai (712) 299-1068

Sincerely,



Staff Summary

06/03/2024

Agenda Item # F.6.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Ordinance No. 04-O-2023-2024 For A City Ordinance Establishing Regulations For After-hours Businesses That Permit Alcohol Consumption Beyond 2 AM - 2nd Reading**

BACKGROUND: Over the past years, the Storm Lake Police Department has observed a trend of escalating crimes and violence associated with after-hours establishments allowing alcohol consumption past 2 AM.

These businesses often draw large crowds after the bars close at 2AM and operate without liquor licenses, rendering them unregulated. Consequently, after-hours establishments have become focal points for criminal activities, including large fights, drug-related incidents, public intoxication, property damage, shootings, and various liquor law violations.

The increase in calls linked to after-hours businesses has imposed a significant risk to our staff and a burden on our resources. Officers are frequently dispatched to address disturbances and ensure public safety in these areas, only after the incident has escalated and spun out of control. Incidents of violence and disorderly conduct pose substantial risks to patrons, police officers, and the surrounding community.

In response to these concerns, we recommend the implementation of a new city ordinance specifically addressing after-hours businesses that allow alcohol to be consumed after 2AM.

This ordinance proposes regulations, including a permitting process, background checks, insurance coverage, and consent for police and fire department officials to enter the premises to conduct inspections to ensure compliance with state and city codes.

Additionally, the ordinance outlines enforcement measures and penalties for non-compliance, including a permit revocation process for those

violating the ordinance.

By imposing regulations on these establishments, we hope to reduce the occurrence of violent incidents, safeguard our officers, and uphold the integrity of our community.

The Police Department fully supports the enactment of this ordinance to protect the well-being of our residents and maintain peace and order within our city.

Work Sessions were held on April 1 and April 15.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve second reading of Ordinance No. 04-O-2023-2024 For A City Ordinance Establishing Regulations For After-hours Businesses That Permit Alcohol Consumption Beyond 2 AM

First Reading: May 20, 2024

Second Reading: June 3, 2024

Third Reading: June 17, 2024

ATTACHMENTS:

[Ordinance No. 04-O-2023-2024 - After Hours Businesses.pdf](#)

ORDINANCE NO. 04-2023-2024

AN ORDINANCE AMENDING TITLE IV OF THE STORM LAKE, IOWA CITY CODE BY ADDING NEW CHAPTER 4-11 REGULATING AFTER HOURS BUSINESSES

4-11-1: PURPOSE; FINDINGS:

The purpose of this chapter is to provide for the reasonable regulation of existing After Hours businesses within the city of Storm Lake. The city council finds that the existence of After Hours businesses, which allow the on-premises consumption of alcohol during early morning hours, in the city of Storm Lake has caused detrimental effects on the health, safety, welfare, and quality of life of residents, and visitors. Based on these findings and intentions, the city council has enacted the following regulations for After Hours businesses in the city of Storm Lake.

4-11-2: DEFINITIONS

AFTER HOURS BUSINESS. Any business open during any time between the hours of 2:00 a.m. to 6:00 a.m. any day of the week and where patrons are allowed to bring their own beer and wine onto the business premises. The term does not include events at hotels or motels or spontaneous social gatherings on residential properties.

APPLICANT. Any person, as defined by this Ordinance, applying for a license to operate an After Hours business.

BUSINESS PREMISES OR LICENSED PREMISES. All buildings and properties including parking lots owned or leased for the benefit of the operation of the after hours business.

HOTEL or MOTEL. Any building or structure, equipped, used, advertised as, or held out to the public to be an inn, hotel, motel, motor inn, or place where regular sleeping accommodations are furnished transient guests for hire, which is licensed by the Iowa Department of Inspections and Appeals.

PERSON. Any individual, association, partnership, corporation, club, or other legal entity.

4-11-3: LICENSE REQUIRED

(A) No person shall operate an After Hours business in the city without first applying for and paying the license fee to procure an After Hours business license.

(B) This Ordinance shall not apply to hotels or motels.

(C) A license to conduct an After Hours business may be issued by the City Clerk to a person who meets all requirements and conditions set forth in this Ordinance.

4-11-4: APPLICATION REQUIREMENTS

A person shall apply to the City Clerk for an original or renewal After Hours business license at least sixty (60) days prior to the date the person plans to begin operating an After Hours business.

The applicant shall provide information required by this Section upon a form to be provided by the City Clerk along with the documents specified below and payment of the application fee in the amount set in the Schedule of Fees adopted by the City Council.

- A. The Applicant's full legal name, and any other names used by the Applicant in the preceding five (5) years.
- B. The Applicant's current mailing address.
- C. Proof of the Individual's age completing the application on behalf of the Applicant. No Person under the age of twenty-one (21) years shall be eligible for a license.
- D. The business name, mailing address, location (if different from the mailing address), and phone number.
- E. The name and business address of the Applicant's registered agent (if applicable).
- F. A statement as to whether the Individual has ever had a license for an After Hours Business, or its equivalent as defined in this Ordinance, denied, revoked, or suspended in any other city, county, or state, and if so, the date(s) and jurisdiction(s) of the denial, revocation, or suspension.
- G. A statement as to whether the Applicant has ever owned a business that operated after hours that has been declared by a court of law to be a nuisance or was closed by order of a court of law.
- H. Personal injury coverage in the amount of \$1 million.
- I. General liability insurance in the amount of \$2 million.
- J. A copy of the Sales Tax Permit for the proposed business, from the Iowa Department of Revenue.
- K. Applicant shall provide a written consent for the City to conduct a background check on each Person who signed the application.
- L. Applicant shall provide a written consent for members of the Storm Lake Fire and Police Departments to enter the business premises without warrant at any time to inspect for violations of the provisions of state law and City ordinances, including, but not limited to, compliance with the laws of this Ordinance, Iowa Code chapter 123 alcoholic beverages licensing laws, and other applicable fire, building, and health code regulations.

After an Application is received, the City Clerk shall determine whether the application is complete. The City Clerk shall transmit the application to the Fire Department and Building Code Enforcement to conduct an inspection of the premises with the owner's cooperation. The Applicant shall permit the City's Fire Department and Building Code Compliance officers to enter and examine the premises to confirm compliance with City Code standards. The City Clerk shall also forward the Application to the Police Chief to conduct its review.

The Applicant shall immediately supplement any information provided in the application if any changes, errors, or omissions would cause the original application to be false or incomplete. This obligation to supplement continues after a license is issued.

4-11-5 POLICE DEPARTMENT REVIEW. Each application for an original or renewal After Hours Business license shall be provided to the Police Chief for review. Upon receipt, the Police Chief, or designee, shall conduct a background check and an investigation as to the truth of the

facts averred in the application documents. The Police Chief or designee shall forward the results to the City Clerk along with a recommendation for approval or disapproval. No approval of the license may occur until the City Clerk has received the results of the investigation.

4-11-6 LICENSE ISSUANCE

The City Clerk shall issue a license under the following conditions:

- A. The application is complete and all information and documents required in section 4-11-3 have been provided.
- B. The application fee is paid.
- C. The Police Chief or designee has recommended approval.
- D. The premises for which an after hours business license is sought must be located within an area where such business is permitted and conforms to City zoning requirements.
- E. The premises for which an after hours business license is sought meets all applicable laws, ordinances, resolutions, and health and fire regulations.
- F. No license shall be approved for any Applicant that has previously had a liquor license revoked or suspended for any reason within one (1) year of the date of application for After Hours business license.
- G. No license shall be approved for a period of one (1) year from the date on which any Applicant has had any premises or business found to be a nuisance under Chapter 8-1.
- H. No license shall be approved to any applicant who:
 - a. Within one (1) year of the date of application, has violated the state alcoholic beverages laws and regulations for which corrective action has been taken, including suspension or revocation of liquor licenses;
 - b. Within five (5) years of the date of application, has been convicted of crimes relating to illegal drug use, possession or sale;
 - c. Within five (5) years of the date of application, has been convicted of a felony or serious misdemeanor.
 - d. Within one (1) year of the date of application, has had an After Hours business license or renewal license revoked, suspended, or denied.

These requirements apply to all of the following:

- a. Each of the officers, directors and partners of the person;
- b. Tenants operating the premises on behalf of the Applicant;
- c. A person who directly or indirectly owns or controls 10% or more of any class of stock of the person;
- d. A person who directly or indirectly has an interest of 10% or more in the ownership or profits of the person.

4-11-7 RENEWAL.

- A. A license shall remain valid for a period of one (1) year from the date of issuance, unless the license has otherwise been suspended or revoked. A license may be renewed only by making application as provided in this Ordinance and paying the applicable renewal fee.

- B. An application for renewal shall be filed at least ninety (90) days before the expiration date.
- C. Renewal license applications are evaluated and granted upon the same standards, conditions, and requirements as original applications.
- D. After Hours Business licenses are not transferrable.

4-11-8 GROUNDS FOR REVOCATION, SUSPENSION, OR CIVIL PENALTY.

- A. An After Hours Business licensee may be required to pay a civil penalty and/or have the license suspended for a period not to exceed one year, or revoked, for violations of this Ordinance.
- B. Upon complaint or a reasonable suspicion that there are grounds for revocation or suspension, the City Manager may cause the matter to be investigated. If the city Manager finds that a violation has occurred, the City Manager shall give notice to the licensee of intent to suspend or revoke the license.
- C. Notice of the City's intent to suspend, revoke, or deny renewal of a license shall be served upon the licensee by personal service or by certified mail, return receipt requested. The suspension or revocation shall become effective seven (7) days after notice is served or mailed, unless an appeal is timely filed.
- D. Grounds for suspension, revocation, or civil penalty, are as follows:
 - a. Misrepresentation of any material fact in the license application by the applicant/licensee or their respective employees or agents;
 - b. Violation of any provision of state law or city ordinance pertaining to the operation of the business by the licensee or their employees or agents;
 - c. Failure to pass any health, fire, or safety code inspections;
 - d. Any change in ownership or interest in the business which was not previously reported and approved by the City;
 - e. Any event which would have resulted in disqualification from approval of license when originally issued or renewed; or
 - f. Any sale or other purported transfer of the license.

4-11-9 APPEAL. Any applicant or licensee aggrieved by the refusal of the City Clerk to Issue or renew a license, or by suspension or revocation of a license by the City Manager, has the right to appeal the decision to the City Council of the City of Storm Lake, Iowa. Such appeal shall be requested by submitting a written request to the City Clerk within ten (10) days of the action which is appealed. The City Council shall consider the appeal at the first regularly scheduled meeting following the filing of the appeal before which meeting sufficient time exists to give the public the required notice of the existence of the appeal hearing on the agenda. At the appeal hearing, the appellant shall be entitled to present their appeal orally or in writing. The City Council shall act on the appeal within twenty-one (21) days of the hearing and shall either uphold or reverse the action of the City Clerk or City Manager, and direct any further action from staff as is necessary to implement the order.

4-11-10 EFFECT OF REVOCATION

- A. Any licensee whose license is revoked shall not thereafter be permitted to hold a license in the city for a period of one (1) year from the date of revocation.
- B. A spouse or business associate holding 10% or more of the capital stock or ownership interest in the business of a person whose license has been revoked shall not be issued a license and no license shall be issued which covers any business s in which the person ahs a financial interest for a period of two years form the date of revocation.
- C. If a license is revoked, the premises covered by the license shall not be re-licensed as an after hours business for one year from the date of revocation.

4-11-11 MUNICIPAL INFRACTION. A violation of any provision of this Chapter shall constitute a Municipal Infraction subject to the penalties and alternative relief authorized by Title I, Chapter 20 of this Code and by Section 364.22 of the Code of Iowa.

4-11-12 APPLICATION TO EXISTING BUSINESSES

All businesses meeting the definition of After Hours Business herein as of the effective date of this Ordinance are granted a temporary license to continue operation for a period of one-hundred and eighty (180) days following the Ordinance’s effective date. All After Hours Businesses shall be subject to the requirements of this Ordinance following expiration of the temporary license period.

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

Section 3. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

PASSED AND APPROVED this _____ day of _____, 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Read First Time: _____

Read Second Time: _____

Read Third Time: _____

PASSED AND APPROVED JUNE , 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

I, _____, City Clerk of the City of Storm Lake, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2024, signed by the Mayor on _____, 2024, and published in the Storm Lake Times Pilot on _____, 2024.

Mayra A. Martinez, City Clerk
City of Storm Lake, State of Iowa

Staff Summary

06/03/2024

Agenda Item # F.7.



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

REPORT TO: Honorable Mayor & Council

FROM: Tyler Gibbins Staff Accountant

SUBJECT: **Motion to Approve Request To Change The Use Of Funds From Witter Gallery.**

BACKGROUND: During the fiscal year 2023-2024 budget process a work session was held by the Council on 2/6/2023 and the City Council awarded Witter Gallery \$17,500 for fiscal year 2023-2024. \$10,000 as matching funds to an existing grant for the Mosaic Mural Project and \$7,500 for new flooring in the Witter Gallery.

After estimates were obtained, the cost with a local vendor exceeded Witter Gallery's initial request, and on June 19, 2023, the City Council decided to contribute an extra \$2,300 toward the flooring project to fulfill the buy local preference. This means that Witter Gallery was awarded a total of \$19,800 for fiscal year 2023-2024.

According to Chapter 15A of the Iowa Code, the State of Iowa Auditor recommends that a written motion be included in the minutes for the non-profit organization to account for the public funds and how they are to be spent in order to fulfill a stated public purpose requirement when governments enter into a contract with an organization that does not directly provide services to the government but rather offers services to the public.

The current request from Witter Gallery is to allow the use of the remaining funds from fiscal year 2023-2024, \$5,932.91, towards a contracted painter for patchwork, plaster repairs, and interior painting.

The fiscal year 2024-2025 outside agency funding application from Witter Gallery did not include patchwork, plaster repairs, or interior painting. The \$15,000 award by the Council was for additional mosaic artwork around the community, lighting upgrades, and the establishment of a "maker's space."

FISCAL IMPACT: There is no fiscal impact to this request. Funds for the fiscal year 2023-2024 have been disbursed to Witter Gallery.

RECOMMENDATION: Review Witter Gallery's request to change the use of funds.

ATTACHMENTS:

[Witter Gallery Letter](#)

[Witter Gallery Financial Statement](#)

Keri Navratil, City Manager
Storm Lake, IA 50588

20 May 2024

Dear Keri,

Witter Gallery would respectfully request that the Storm Lake City Council disperse the remaining agency funds for Witter Gallery for the current 2023-24 fiscal year. Included is a financial statement showing how funding has been used to date by the Gallery. All spending was preapproved by the Council and related to flooring and mosaic mural projects.

The Gallery is in need of interior painting, particularly the walls of the main gallery. It has been approximately twenty years since it was last painted. Minor patchwork and plaster repairs are also needed in some areas after completion of the carpet wallcovering project, on which artwork is displayed.

Our request is to use funds from the remaining balance of the city allocation to Witter to purchase paint and hire a painter to complete the job. The remaining balance of city funds for Witter Gallery is currently \$5932.91.

Witter Gallery and the Witter board greatly appreciate your support and consideration for this project.

Sincerely,

A handwritten signature in black ink that reads "Julie Steinfeld". The script is cursive and fluid, with the first name "Julie" and last name "Steinfeld" clearly legible.

Julie Steinfeld, Board President
Witter Gallery

Witter Gallery - 2023-2024 Subsidy Amount \$19,800

Listing of amounts used to date:

July 2023 Diamond Floor Co \$ 3,630
 (epoxy floor and install - approval from council for
 Out of town purchase)

August 2023 Loews Carpet One \$ 6,564.21
 (floor carpet and install)

August 2023 Topiz Martinez,
 Storm Lake Penthouse \$ 910.00
 (½ mosaic artists lodging)

Sept 2023 Marcus Lumber \$1,027.91
 (mosaic supplies)

Sept 2023 Mary Carmen (artist) \$ 253.36
 (reimburse mosaic/food bills
 from Ace Hardware and La Juanita)

Sept 2023 Storm Lake Penthouse \$ 905.00
 (last ½ pmt lodging)

Oct 2023 Better Day Cafe \$ 334.11
 (mosaic artists food)

Dec 2023 Valentinas Market \$ 242.50
 (mosaic artists food)

Remaining Balance \$5,932.91

Staff Summary

06/03/2024

Agenda Item # F.8.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez City Clerk

SUBJECT: **Motion Approving Agreements With Storm Lake Cab & RIDES For Transit Services**

BACKGROUND:

The City has provided riders of the two taxi services in town (Storm Lake Cab and RIDES) with \$1.00 off coupons that can be used to directly reduce the cost of the one-way ride within the City limits of Storm Lake.

In the FY 2024-2025 budget the City has allocated 3,000 discounted tickets for the program.

Attached are the agreements for the Council's consideration for both RIDES and Storm Lake Cab. The new tickets are good through June 30, 2025, or until we run out whichever occurs first. Tickets are available at City Hall during normal business hours.

Information will distributed via social media, press releases, and flyers in English and Spanish.

FISCAL IMPACT: The total cost of the discount coupon program to the City of Storm Lake is \$4,00 which includes a maximum of \$3,500 for direct discounts on the cost of a ride submitted by the taxi services and \$500 for the advertising and printing of the coupons.

RECOMMENDATION: Motion to Approve Agreements & Authorize Mayor to Sign Agreements

ATTACHMENTS:

[Agreement - RIDES](#)

[Agreement - Storm Lake Taxi Cab](#)

Agreement
Between the City of Storm Lake and RIDES

This agreement shall be enforce beginning on July 1, 2024 and ending on June 30, 2025 between the City of Storm Lake, hereafter CITY, and RIDES, hereafter TAXI.

The purpose of this agreement shall be to outline the CITY's Discount Coupon Program for riders of the TAXI service in Storm Lake and the agreements made by each party of this agreement for the time frame of July 1, 2024 through June 30, 2025.

NOW THEREFORE, the parties do hereby mutually agree as follows:

The CITY shall institute a Discount Coupon Program to commence beginning July 1, 2024 and running through June 30, 2025, whereby individuals may pick up coupons from City Hall, 620 Erie Street, during normal business hours, excluding holidays. The details of that program shall be as follows:

- Each Discount Coupon shall be worth \$1.00 off the current rate of a ride within the city limits of Storm Lake.
- Individuals will have to sign a register when obtaining their tickets and shall be limited to no more than 10 tickets per week.
- Tickets will be individually numbered and of a unique design that shall be difficult to reproduce. A sample copy of the tickets shall be provided to TAXI for the education of the staff.
- Discount Coupons will be marked "Valid Through June 30, 2025" and shall not be accepted after June 30, 2025.
- There shall be a total of 3,000 coupons produced and given out – it is possible with multiple Taxi companies participating that these 3,000 coupons will be dispersed randomly between all the agencies participating

CITY agrees to reimburse TAXI \$1.00 for each Discount Coupon they receive and turn back over to the CITY at the quarterly reporting period. Payment shall be made to TAXI within 45 days of receipt of the complete Quarterly Report as indicated in this agreement. Should the CITY receive incomplete or missing information as required by this agreement the CITY shall provide one written notice of such missing information to TAXI within 45 days of the initial receipt of the quarterly report.

CITY agrees to contribute \$7,500 minus the submitted \$1.00 Discount Coupons

CITY agrees to notify TAXI of any changes to the Discount Coupon Program during the term of this agreement.

TAXI agrees to accept the Discount Coupon's as \$1.00 toward the current fee from each rider.

TAXI agrees to only accept one ticket per rider per ride (defined as a one way trip from one point to a second point).

TAXI agrees that they will provide the CITY with all the original Discount Coupons received from their passengers.

TAXI agrees that it will supply the CITY with a quarterly report by no later than the following dates:

October 15, 2024 (Reporting Period – July 1, 2024 to September 30, 2024)

January 15, 2025 (Reporting Period – October 1, 2024 to December 31, 2024)

April 15, 2025 (Reporting Period – January 1, 2025 to March 31, 2025)

July 7, 2025 (Reporting Period – April 1, 2025 to June 30, 2025)

TAXI agrees that for each quarterly report date listed above that it will submit the following information:

1. Each ticket received during the reporting period
2. A total number of rides given during the reporting period

TAXI agrees that they shall be an independent contractor with regard to the CITY and this agreement.

TAXI agrees to provide transportation services within the City of Storm Lake and the surrounding area on an on demand basis.

TAXI agrees to comply with all applicable state and federal laws, including but not limited to, Equal Employment Opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, and freedom of information laws.

TAXI agrees that they will obtain and maintain a Taxi License issued by the City of Storm Lake under current City Code Requirements for the term of this agreement.

TAXI agrees that they will make available to the CITY an inspection or audit of their financial records if the CITY should so desire at the sole cost of the CITY.

TAXI agrees that they shall accept all risk and indemnify and hold CITY harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness's fees related to loss or damage to property or injury or death of any person arising out of the acts or omissions of the TAXI or its employees or agents.

This agreement contains the entire agreement between the CITY and TAXI. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

Any amendments to this agreement must be in writing and must be mutually agreed by both the CITY and TAXI.

Cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation. Should cancellation of the contract occur a final report shall be made to the CITY within 15 days of the official cancellation date of the contract. The CITY will make their final payment based on that report.

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

This agreement is not assignable to any other party without the express written consent of the CITY.

This agreement hereby adopted by both parties and witnessed and dated below.

City of Storm Lake: _____
Michael Porsch, Mayor

Attest: _____
Mayra A. Martinez, City Clerk

RIDES: _____
Hugh Lively, Director

Attest: _____

Agreement

Between the City of Storm Lake and Storm Lake Cab

This agreement shall be enforce beginning on July 1, 2024 and ending on June 30, 2025 between the City of Storm Lake, hereafter CITY, and Storm Lake Cab, hereafter TAXI.

The purpose of this agreement shall be to outline the CITY's Discount Coupon Program for riders of the TAXI service in Storm Lake and the agreements made by each party of this agreement for the time frame of July 1, 2024 through June 30, 2025.

NOW THEREFORE, the parties do hereby mutually agree as follows:

The CITY shall institute a Discount Coupon Program to commence beginning July 1, 2024 and running through June 30, 2025, whereby individuals may pick up coupons from City Hall, 620 Erie Street, during normal business hours, excluding holidays. The details of that program shall be as follows:

- Each Discount Coupon shall be worth \$1.00 off the current rate of a ride within the city limits of Storm Lake.
- Individuals will have to sign a register when obtaining their tickets and shall be limited to no more than 10 tickets per week.
- Tickets will be individually numbered and of a unique design that shall be difficult to reproduce. A sample copy of the tickets shall be provided to TAXI for the education of the staff.
- Discount Coupons will be marked "Valid Through June 30, 2025" and shall not be accepted after June 30, 2025.
- There shall be a total of 3,000 coupons produced and given out – it is possible with multiple Taxi companies participating that these 3,000 coupons will be dispersed randomly between all the agencies participating.

CITY agrees to reimburse TAXI \$1.00 for each Discount Coupon they receive and turn back over to the CITY at the quarterly reporting period. Payment shall be made to TAXI within 45 days of receipt of the complete Quarterly Report as indicated in this agreement. Should the CITY receive incomplete or missing information as required by this agreement the CITY shall provide one written notice of such missing information to TAXI within 45 days of the initial receipt of the quarterly report.

CITY agrees to notify TAXI of any changes to the Discount Coupon Program during the term of this agreement.

TAXI agrees to accept the Discount Coupon's as \$1.00 toward the current fee from each rider.

TAXI agrees to only accept one ticket per rider per ride (defined as a one way trip from one point to a second point).

TAXI agrees that they will provide the CITY with all the original Discount Coupons received from their passengers.

TAXI agrees that it will supply the CITY with a quarterly report by no later than the following dates:

October 15, 2024 (Reporting Period – July 1, 2024 to September 30, 2024)

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TAXI agrees that for each quarterly report date listed above that it will submit the following information:

1. Each ticket received during the reporting period
2. A total number of rides given during the reporting period

TAXI agrees that they shall be an independent contractor with regard to the CITY and this agreement.

TAXI agrees to provide transportation services within the City of Storm Lake and the surrounding area on an on demand basis.

TAXI agrees to comply with all applicable state and federal laws, including but not limited to, Equal Employment Opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, and freedom of information laws.

TAXI agrees that they will obtain and maintain a Taxi License issued by the City of Storm Lake under current City Code Requirements for the term of this agreement.

TAXI agrees that they will make available to the CITY an inspection or audit of their financial records if the CITY should so desire at the sole cost of the CITY.

TAXI agrees that they shall accept all risk and indemnify and hold CITY harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness's fees related to loss or damage to property or injury or death of any person arising out of the acts or omissions of the TAXI or its employees or agents.

This agreement contains the entire agreement between the CITY and TAXI. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

Any amendments to this agreement must be in writing and must be mutually agreed by both the CITY and TAXI.

Cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation. Should cancellation of the contract occur a final report shall be made to the CITY within 15 days of the official cancellation date of the contract. The CITY will make their final payment based on that report.

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

This agreement is not assignable to any other party without the express written consent of the CITY.

This agreement hereby adopted by both parties and witnessed and dated below.

City of Storm Lake: _____
Michael Porsch, Mayor

Attest: _____
Mayra A. Martinez, City Clerk

Storm Lake Cab: _____
Jeff DeWall, Owner

Attest: _____

Staff Summary

06/03/2024

Agenda Item # F.9.



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

REPORT TO: Honorable Mayor & Council

FROM: Matt Beckman Public Works Director

SUBJECT: **Motion to Approve a Revised Wastewater Treatment Agreement with Meridian Manufacturing.**

BACKGROUND: The City of Storm Lake and Meridian Manufacturing are required by the Iowa DNR to have a wastewater treatment agreement due to the fact that Meridian Manufacturing meets the definition of a significant industrial user. The wastewater treatment agreement defines the flows and loadings that Meridian is allowed to discharge to the City for treatment, and the agreement becomes part of the City's NPDES discharge permit.

During a recent audit and review of the Meridian facilities, it was discovered that there were three separate discharge locations but the existing treatment agreement only included one discharge monitoring location. Therefore, the existing treatment agreement needed to be modified to accurately reflect that there are three discharge locations and that all three locations are monitored for compliance with the City's NPDES permit.

This item approves the revised wastewater treatment agreement with Meridian Manufacturing.

FISCAL IMPACT: There is no fiscal impact associated with approving the new treatment agreement.

RECOMMENDATION: Staff recommends approval of the revised treatment agreement with Meridian Manufacturing.

ATTACHMENTS:

[Bay 8.pdf](#)

[Lane 15.pdf](#)

[Lane 20.pdf](#)



IOWA DEPARTMENT OF NATURAL RESOURCES
TREATMENT AGREEMENT FORM

NOTICE

A properly executed Treatment Agreement must be submitted by the industrial user not less than one hundred eighty (180) days before the new significant industrial user proposes to discharge into a wastewater disposal system. Any proposed expansion, production increase, or process modification that may result in any change to a previous Treatment Agreement requires execution of a new Treatment Agreement.

Significant Industrial User

Name: Meridian Manufacturing Group

Location Address: 2902 Expansion Blvd., Storm Lake

Email Address: Brandon.Poss@meridianmfg.com

Authorized Representative: Brandon Poss

Phone: _____

System Receiving Waste

Name: City of Storm Lake

Location Address: PO Box 1086, Storm Lake, IA 50588

Email Address: tarin@stormlake.org

Authorized Representative: Jorge Tarin

Phone: 712-732-8032

CERTIFICATION OF INDUSTRIAL USER

I am the duly authorized representative for the significant industrial user identified above and state that the proposed discharge to the system receiving waste identified above shall not exceed the limits listed on the following page(s) of this form after:

Effective Date: _____ End Date (optional): _____

I further assure that notice of any anticipated increase in pollutants contributed shall be given to the owner of the system identified above sufficiently in advance of such increase to allow this contributor to submit a new treatment agreement to the Department of Natural Resources no later than sixty days in advance of the increase or change.

Name: Brandon Poss

Title: E H & S Coordinator

Signature: _____

Date: 5-15-24

CERTIFICATION OF SYSTEM RECEIVING WASTE

I am the duly authorized representative for the facility owner named above and state that the owner agrees to accept the discharge described on page two from the contractor identified above, and accepts responsibility for providing treatment of the volume and quantities described on the following page(s) in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement is conditioned on the industrial contributor complying with all applicable standards and requirements of the Department of Natural Resources and the United States Environmental Protection Agency. This agreement is entered for the purpose of identifying pollutants contributed and limiting the quantity contributed, and shall not otherwise be construed to affect local ordinances, sewer service agreements or fee systems entered into between the parties.

This agreement may be modified or terminated by the owner of the disposal system if additional pollutants or additional quantities or volumes of pollutants are contributed other than identified on the following page(s), or because of any condition that requires either a temporary or permanent reduction or elimination of the accepted contribution.

Name: _____

Title: _____

Signature: _____

Date: _____

Fields on this form are required unless otherwise marked**1. Process Description**Specific Manufacturing Process: Farm Wagon ManufacturingSIC Codes: 3443

NAICS Codes: _____

Principal Raw Materials: SteelAmount Consumed per Day (with units): 47,561 lbs/dayPrincipal Products: Grain bins (3 per day)Amount Produced per Day (with units): see above**2. Hourly Maximum Flow Contribution (gallons):** 2,500 gallon per hour**3. Days of Operation per Week:** 5**4. Hours of Operation During Peak Day of Operation:** 16**5. Discharge Beginning Date:** Present**6. Description of Wastes Discharged and Any Pretreatment Provided**

Meridian has three manufacturing structures, each with a metal wash an painting process. Each metal wash process has a dedicated storage tank for wastewater. There is no constant discharge of wastewater, only batch discharges from the storage tanks. The storage tanks have coned bottoms for the settlement, collection and removal of solids. Prior to discharge the pH of the wastewater is checked and adjusted to between a pH of 6-9 prior to discharge. The frequency of the discharges from each storage tank is dependent on the amount of product being made in that particular building. Total flows are sporadic at best.

7. Description of Discharge Frequency & Duration, Including Any Batch Discharges

As noted above, all the discharges are batch discharges from each of the three metal wash processes. There is no set schedule for the discharges. The discharges are determined by the amount of collected wastewater in the storage tanks. Once the tanks are full, they are pH adjusted, measured and discharged.

8. Additional Information (optional)

Three separate treatment agreements. This TA addresses Lane 8.

Continue to page 3

Fields on this form are required unless otherwise marked

9. **Limits on pH Level in Contribution:** Minimum: 6 Maximum: 910. **Limits on Compatible Wastes in Contribution** (Flow is required for all users. Other parameters may or may not be applicable.)

Wastewater Parameter	Average	Maximum	Wastewater Parameter	Average	Maximum
Flow (MGD)	3,000	4,000	Total Kjeldahl Nitrogen (lbs/day)	NA	NA
BOD5 (lbs/day)	50	100	Oil and Grease (mg/L)	50	100
Total Suspended Solids (lbs/day)	10	20			

11. **Limits on Incompatible Wastes in Contribution** (May not be applicable to all users.)

Wastewater Parameter	Average		Maximum	
	mg/L	lbs/day	mg/L	lbs/day
Cadmium	0.07	0.001	0.11	0.003
Chromium	1.71	0.025	2.77	0.069
Copper	2.07	0.032	3.38	0.085
Lead	0.43	0.007	0.69	0.017
Nickel	2.38	0.037	3.98	0.100
Silver	0.24	0.005	0.43	0.011
Zinc	1.48	0.023	2.61	0.065
Cyanide	0.65	0.009	1.2	0.030
TTO, Total			2.13	0.053

INSTRUCTIONS FOR COMPLETION OF PAGE 2-3

Fields on this form are required unless otherwise marked

ITEM 1 - Describe the specific manufacturing process of the industrial user. Enter the Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) code(s) for the industrial user. SIC and NAICS codes and descriptions can be found on the NAICS association website at <https://www.naics.com/search/>. Specify the principal raw material(s) you use and the amount you use or process per day. Specify the principal product(s) you make and the amount you produce per day.

ITEM 2 - Hourly Maximum is the maximum discharge during any single hour in the peak period of operation. Report in gallons.

ITEM 5 - If the discharge has not yet begun, provide the estimated state date. If the discharge is existing, list approximately when the discharge began.

ITEM 6 - Describe how the wastewater is generated as well as any pretreatment of waste prior to discharge to municipal collection system.

ITEM 7 - Describe when the discharge occurs. Note whether it is continuous or intermittent. If intermittent, how often does the discharge occur and how long does it last? If there is an infrequent batch discharge (for example, a tank that must be drained twice per year), describe that as well.

ITEM 8 - Enter limits on compatible wastes here. Compatible wastes are those that the receiving treatment works was designed to treat and removes to a significant degree. Average is the 30-day average, not including days with no discharge. Maximum is the maximum single-day contribution during a peak period of operation. Average and maximum limits must be included for all limited parameters.

ITEM 10 - Enter limits on compatible wastes here. Use the units listed. If you have flows in gallons per day, divide by 1,000,000 to get MGD.

Compatible wastes are those that the receiving treatment works was designed to treat and removes to a significant degree. Generally, these are BOD₅, TSS, TKN, and Oil and Grease. Other common wastes include TN, phosphorus, or NH₃-N. (NH₃-N is required for Fertilizer Manufacturing; Iron and Steel Manufacturing; Nonferrous Metals Forming/Metal Powders; Nonferrous Metals Manufacturing, Petroleum Refining, and Pharmaceutical Manufacturing industrial users.)

Average is the 30-day average, not including days with no discharge.

Maximum is the maximum single-day contribution during a peak period of operation. Average and maximum limits must be included for all parameters.

ITEM 11 - Enter limits on incompatible wastes here. Incompatible wastes are any wastes not qualifying as compatible wastes in Item 10. This includes (but is not limited to): metals, total toxic organics, and inorganics such as chloride and sulfate. List all waste parameters that are contributed in concentrations greater than that present in the raw water supply. **USE THE AVERAGE FLOW LIMIT FOR AVERAGE AND MAXIMUM MASS CALCULATIONS.** Average and maximum limits must be included for all parameters. Attach additional sheets as necessary.

***NOTE:** A "Significant industrial user" means an industrial user of a publicly-owned treatment works (POTW) that meets any one of the following conditions:

1. Discharges an average of 25,000 gallons per day or more of process wastewater excluding sanitary, noncontact cooling and boiler blowdown wastewater;
2. Contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the POTW;
3. Is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; or
4. Is designated by the department as a significant industrial user on the basis that the contributing industry, either singly or in combination with other contributing industries, has a reasonable potential for adversely affecting the operation of or effluent quality from the POTW or for violating any pretreatment standards or requirements.

Upon a finding that an industrial user meeting the criteria in paragraph "1" or "2" of this definition has no reasonable potential for adversely affecting the operation of the POTW or for violating any pretreatment standard or requirement, the department may, at any time on its own initiative or in response to a request received from an industrial user or POTW, determine that an industrial user is not a significant industrial user.

Questions may be directed to Julie Faas, 515-725-8409 or julie.faas@dnr.iowa.gov.

Return the form to NPDES.mail@dnr.iowa.gov.



IOWA DEPARTMENT OF NATURAL RESOURCES
TREATMENT AGREEMENT FORM

NOTICE

A properly executed Treatment Agreement must be submitted by the industrial user not less than one hundred eighty (180) days before the new significant industrial user proposes to discharge into a wastewater disposal system. Any proposed expansion, production increase, or process modification that may result in any change to a previous Treatment Agreement requires execution of a new Treatment Agreement.

Significant Industrial User

Name: Meridian Manufacturing Group
Location Address: 2902 Expansion Blvd., Storm Lake
Email Address: Brandon.Poss@meridianmfg.com
Authorized Representative: Brandon Poss Phone: 712.732-1780

System Receiving Waste

Name: City of Storm Lake
Location Address: PO Box 1086, Storm Lake, IA 50588
Email Address: tarin@stormlake.org
Authorized Representative: Jorge Tarin Phone: 712-732-8032

CERTIFICATION OF INDUSTRIAL USER

I am the duly authorized representative for the significant industrial user identified above and state that the proposed discharge to the system receiving waste identified above shall not exceed the limits listed on the following page(s) of this form after:

Effective Date: _____ End Date (optional): _____

I further assure that notice of any anticipated increase in pollutants contributed shall be given to the owner of the system identified above sufficiently in advance of such increase to allow this contributor to submit a new treatment agreement to the Department of Natural Resources no later than sixty days in advance of the increase or change.

Name: Brandon Poss Title: E H & S Coordinator
Signature: [Signature] Date: 5-15-24

CERTIFICATION OF SYSTEM RECEIVING WASTE

I am the duly authorized representative for the facility owner named above and state that the owner agrees to accept the discharge described on page two from the contractor identified above, and accepts responsibility for providing treatment of the volume and quantities described on the following page(s) in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement is conditioned on the industrial contributor complying with all applicable standards and requirements of the Department of Natural Resources and the United States Environmental Protection Agency. This agreement is entered for the purpose of identifying pollutants contributed and limiting the quantity contributed, and shall not otherwise be construed to affect local ordinances, sewer service agreements or fee systems entered into between the parties.

This agreement may be modified or terminated by the owner of the disposal system if additional pollutants or additional quantities or volumes of pollutants are contributed other than identified on the following page(s), or because of any condition that requires either a temporary or permanent reduction or elimination of the accepted contribution.

Name: _____ Title: _____
Signature: _____ Date: _____

Fields on this form are required unless otherwise marked

1. Process DescriptionSpecific Manufacturing Process: Farm Wagon ManufacturingSIC Codes: 3443

NAICS Codes: _____

Principal Raw Materials: SteelAmount Consumed per Day (with units): 2,700 lbs/dayPrincipal Products: trailers (3 per day)Amount Produced per Day (with units): see above**2. Hourly Maximum Flow Contribution (gallons):** 2,500 gallon per hour**3. Days of Operation per Week:** 5**4. Hours of Operation During Peak Day of Operation:** 16**5. Discharge Beginning Date:** Present**6. Description of Wastes Discharged and Any Pretreatment Provided**

Meridian has three manufacturing structures, each with a metal wash an painting process. Each metal wash process has a dedicated storage tank for wastewater. There is no constant discharge of wastewater, only batch discharges from the storage tanks. The storage tanks have coned bottoms for the settlement, collection and removal of solids. Prior to discharge the pH of the wastewater is checked and adjusted to between a pH of 6-9 prior to discharge. The frequency of the discharges from each storage tank is dependent on the amount of product being made in that particular building. Total flows are sporadic at best.

7. Description of Discharge Frequency & Duration, Including Any Batch Discharges

As noted above, all the discharges are batch discharges from each of the three metal wash processes. There is no set schedule for the discharges. The discharges are determined by the amount of collected wastewater in the storage tanks. Once the tanks are full, they are pH adjusted, measured and discharged.

8. Additional Information (optional)

Three separate treatment agreements. This TA addresses Lane 15.

Continue to page 3

Fields on this form are required unless otherwise marked

9. **Limits on pH Level in Contribution:** Minimum: 6 Maximum: 9

10. **Limits on Compatible Wastes in Contribution** (Flow is required for all users. Other parameters may or may not be applicable.)

Wastewater Parameter	Average	Maximum	Wastewater Parameter	Average	Maximum
Flow (MGD)	3,000	4,000	Total Kjeldahl Nitrogen (lbs/day)	NA	NA
BOD5 (lbs/day)	50	100	Oil and Grease (mg/L)	50	100
Total Suspended Solids (lbs/day)	10	20			

11. **Limits on Incompatible Wastes in Contribution** (May not be applicable to all users.)

Wastewater Parameter	Average		Maximum	
	mg/L	lbs/day	mg/L	lbs/day
Cadmium	0.07	0.001	0.11	0.003
Chromium	1.71	0.025	2.77	0.069
Copper	2.07	0.032	3.38	0.085
Lead	0.43	0.007	0.69	0.017
Nickel	2.38	0.037	3.98	0.100
Silver	0.24	0.005	0.43	0.011
Zinc	1.48	0.023	2.61	0.065
Cyanide	0.65	0.009	1.2	0.030
TTO, Total			2.13	0.053

INSTRUCTIONS FOR COMPLETION OF PAGE 2-3

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ITEM 1 - Describe the specific manufacturing process of the industrial user. Enter the Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) code(s) for the industrial user. SIC and NAICS codes and descriptions can be found on the NAICS association website at <https://www.naics.com/search/>. Specify the principal raw material(s) you use and the amount you use or process per day. Specify the principal product(s) you make and the amount you produce per day.

ITEM 2 - Hourly Maximum is the maximum discharge during any single hour in the peak period of operation. Report in gallons.

ITEM 5 - If the discharge has not yet begun, provide the estimated state date. If the discharge is existing, list approximately when the discharge began.

ITEM 6 - Describe how the wastewater is generated as well as any pretreatment of waste prior to discharge to municipal collection system.

ITEM 7 - Describe when the discharge occurs. Note whether it is continuous or intermittent. If intermittent, how often does the discharge occur and how long does it last? If there is an infrequent batch discharge (for example, a tank that must be drained twice per year), describe that as well.

ITEM 8 - Enter limits on compatible wastes here. Compatible wastes are those that the receiving treatment works was designed to treat and removes to a significant degree. Average is the 30-day average, not including days with no discharge. Maximum is the maximum single-day contribution during a peak period of operation. Average and maximum limits must be included for all limited parameters.

ITEM 10 - Enter limits on compatible wastes here. Use the units listed. If you have flows in gallons per day, divide by 1,000,000 to get MGD.

Compatible wastes are those that the receiving treatment works was designed to treat and removes to a significant degree. Generally, these are BOD₅, TSS, TKN, and Oil and Grease. Other common wastes include TN, phosphorus, or NH₃-N. (NH₃-N is required for Fertilizer Manufacturing; Iron and Steel Manufacturing; Nonferrous Metals Forming/Metal Powders; Nonferrous Metals Manufacturing, Petroleum Refining, and Pharmaceutical Manufacturing industrial users.)

Average is the 30-day average, not including days with no discharge.

Maximum is the maximum single-day contribution during a peak period of operation. Average and maximum limits must be included for all parameters.

ITEM 11 - Enter limits on incompatible wastes here. Incompatible wastes are any wastes not qualifying as compatible wastes in Item 10. This includes (but is not limited to): metals, total toxic organics, and inorganics such as chloride and sulfate. List all waste parameters that are contributed in concentrations greater than that present in the raw water supply. **USE THE AVERAGE FLOW LIMIT FOR AVERAGE AND MAXIMUM MASS CALCULATIONS.** Average and maximum limits must be included for all parameters. Attach additional sheets as necessary.

***NOTE:** A "Significant industrial user" means an industrial user of a publicly-owned treatment works (POTW) that meets any one of the following conditions:

1. Discharges an average of 25,000 gallons per day or more of process wastewater excluding sanitary, noncontact cooling and boiler blowdown wastewater;
2. Contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the POTW;
3. Is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; or
4. Is designated by the department as a significant industrial user on the basis that the contributing industry, either singly or in combination with other contributing industries, has a reasonable potential for adversely affecting the operation of or effluent quality from the POTW or for violating any pretreatment standards or requirements.

Upon a finding that an industrial user meeting the criteria in paragraph "1" or "2" of this definition has no reasonable potential for adversely affecting the operation of the POTW or for violating any pretreatment standard or requirement, the department may, at any time on its own initiative or in response to a request received from an industrial user or POTW, determine that an industrial user is not a significant industrial user.

Questions may be directed to Julie Faas, 515-725-8409 or julie.faas@dnr.iowa.gov.

Return the form to NPDES.mail@dnr.iowa.gov.



IOWA DEPARTMENT OF NATURAL RESOURCES
TREATMENT AGREEMENT FORM

NOTICE

A properly executed Treatment Agreement must be submitted by the industrial user not less than one hundred eighty (180) days before the new significant industrial user proposes to discharge into a wastewater disposal system. Any proposed expansion, production increase, or process modification that may result in any change to a previous Treatment Agreement requires execution of a new Treatment Agreement.

Significant Industrial User

Name: Meridian Manufacturing Group

Location Address: 2902 Expansion Blvd.

Email Address: Brandon.Poss@meridianmfg.com

Authorized Representative: Brandon Poss

Phone: 712-732-1780

System Receiving Waste

Name: City of Storm Lake

Location Address: PO Box 1086 Storm Lake, IA 50588

Email Address: tarin@stormlake.org

Authorized Representative: Jorge Tarin

Phone: 712-732-8032

CERTIFICATION OF INDUSTRIAL USER

I am the duly authorized representative for the significant industrial user identified above and state that the proposed discharge to the system receiving waste identified above shall not exceed the limits listed on the following page(s) of this form after:

Effective Date: _____ End Date (optional): _____

I further assure that notice of any anticipated increase in pollutants contributed shall be given to the owner of the system identified above sufficiently in advance of such increase to allow this contributor to submit a new treatment agreement to the Department of Natural Resources no later than sixty days in advance of the increase or change.

Name: Brandon Poss

Title: E H & S Coordinator

Signature: _____

Date: 5-15-24

CERTIFICATION OF SYSTEM RECEIVING WASTE

I am the duly authorized representative for the facility owner named above and state that the owner agrees to accept the discharge described on page two from the contractor identified above, and accepts responsibility for providing treatment of the volume and quantities described on the following page(s) in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement is conditioned on the industrial contributor complying with all applicable standards and requirements of the Department of Natural Resources and the United States Environmental Protection Agency. This agreement is entered for the purpose of identifying pollutants contributed and limiting the quantity contributed, and shall not otherwise be construed to affect local ordinances, sewer service agreements or fee systems entered into between the parties.

This agreement may be modified or terminated by the owner of the disposal system if additional pollutants or additional quantities or volumes of pollutants are contributed other than identified on the following page(s), or because of any condition that requires either a temporary or permanent reduction or elimination of the accepted contribution.

Name: _____

Title: _____

Signature: _____

Date: _____

Fields on this form are required unless otherwise marked**1. Process Description**Specific Manufacturing Process: Farm Wagon ManufacturingSIC Codes: 3443

NAICS Codes: _____

Principal Raw Materials: SteelAmount Consumed per Day (with units): 11,000 lbs/dayPrincipal Products: seed tenders (5 per day), trailers (3 per day)Amount Produced per Day (with units): see above**2. Hourly Maximum Flow Contribution (gallons):** 2,500 gallon per hour**3. Days of Operation per Week:** 5**4. Hours of Operation During Peak Day of Operation:** 16**5. Discharge Beginning Date:** Present**6. Description of Wastes Discharged and Any Pretreatment Provided**

Meridian has three manufacturing structures, each with a metal wash an painting process. Each metal wash process has a dedicated storage tank for wastewater. There is no constant discharge of wastewater, only batch discharges from the storage tanks. The storage tanks have coned bottoms for the settlement, collection and removal of solids. Prior to discharge the pH of the wastewater is checked and adjusted to between a pH of 6-9 prior to discharge. The frequency of the discharges from each storage tank is dependent on the amount of product being made in that particular building. Total flows are sporadic at best.

7. Description of Discharge Frequency & Duration, Including Any Batch Discharges

As noted above, all the discharges are batch discharges from each of the three metal wash processes. There is no set schedule for the discharges. The discharges are determined by the amount of collected wastewater in the storage tanks. Once the tanks are full, they are pH adjusted, measured and discharged.

8. Additional Information (optional)

Three separate treatment agreements. This TA addresses Lane 20.

Continue to page 3

Fields on this form are required unless otherwise marked

9. **Limits on pH Level in Contribution:** Minimum: 6 Maximum: 910. **Limits on Compatible Wastes in Contribution** (Flow is required for all users. Other parameters may or may not be applicable.)

Wastewater Parameter	Average	Maximum	Wastewater Parameter	Average	Maximum
Flow (MGD)	7,000	14,000	Total Kjeldahl Nitrogen (lbs/day)	NA	NA
BOD5 (lbs/day)	50	100	Oil and Grease (mg/L)	50	100
Total Suspended Solids (lbs/day)	20	40			

11. **Limits on Incompatible Wastes in Contribution** (May not be applicable to all users.)

Wastewater Parameter	Average		Maximum	
	mg/L	lbs/day	mg/L	lbs/day
Cadmium	0.07	0.003	0.11	0.006
Chromium	1.71	0.059	2.77	0.162
Copper	2.07	0.075	3.38	0.197
Lead	0.43	0.016	0.69	0.040
Nickel	2.38	0.086	3.98	0.232
Silver	0.24	0.011	0.43	0.025
Zinc	1.48	0.054	2.61	0.152
Cyanide	0.65	0.022	1.2	0.070
TTO, Total			2.13	0.124

INSTRUCTIONS FOR COMPLETION OF PAGE 2-3

Fields on this form are required unless otherwise marked

ITEM 1 - Describe the specific manufacturing process of the industrial user. Enter the Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) code(s) for the industrial user. SIC and NAICS codes and descriptions can be found on the NAICS association website at <https://www.naics.com/search/>. Specify the principal raw material(s) you use and the amount you use or process per day. Specify the principal product(s) you make and the amount you produce per day.

ITEM 2 - Hourly Maximum is the maximum discharge during any single hour in the peak period of operation. Report in gallons.

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Average is the 30-day average, not including days with no discharge.

Maximum is the maximum single-day contribution during a peak period of operation. Average and maximum limits must be included for all parameters.

ITEM 11 - Enter limits on incompatible wastes here. Incompatible wastes are any wastes not qualifying as compatible wastes in Item 10. This includes (but is not limited to): metals, total toxic organics, and inorganics such as chloride and sulfate. List all waste parameters that are contributed in concentrations greater than that present in the raw water supply. **USE THE AVERAGE FLOW LIMIT FOR AVERAGE AND MAXIMUM MASS CALCULATIONS.** Average and maximum limits must be included for all parameters. Attach additional sheets as necessary.

***NOTE:** A "Significant industrial user" means an industrial user of a publicly-owned treatment works (POTW) that meets any one of the following conditions:

1. Discharges an average of 25,000 gallons per day or more of process wastewater excluding sanitary, noncontact cooling and boiler blowdown wastewater;
2. Contributes a process waste stream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the POTW;
3. Is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N; or
4. Is designated by the department as a significant industrial user on the basis that the contributing industry, either singly or in combination with other contributing industries, has a reasonable potential for adversely affecting the operation of or effluent quality from the POTW or for violating any pretreatment standards or requirements.

Upon a finding that an industrial user meeting the criteria in paragraph "1" or "2" of this definition has no reasonable potential for adversely affecting the operation of the POTW or for violating any pretreatment standard or requirement, the department may, at any time on its own initiative or in response to a request received from an industrial user or POTW, determine that an industrial user is not a significant industrial user.

Questions may be directed to Julie Faas, 515-725-8409 or julie.faas@dnr.iowa.gov.

Return the form to NPDES.mail@dnr.iowa.gov.

Staff Summary

06/03/2024

Agenda Item # F.10.



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

REPORT TO: Honorable Mayor & Council

FROM: Matt Beckman Public Works Director

SUBJECT: **Resolution No. 59-R-2023-2024 Approving an Agreement With ISG For Design and Construction Services For The Wastewater Treatment Plant Blower Replacement Project.**

BACKGROUND: The 2015 Storm Lake Energy Action Plan identified a project to replace the blower units at the City Wastewater Treatment Plant to appropriately sized units. The City has had a desire to make improvements to the blowers at the Wastewater Treatment Plant but has not been able to fund the project due to other priorities. However, the Iowa Economic Development Authority (IEDA) recently opened a grant opportunity for communities to apply for funds that will reduce energy usage and allow for the reinvestment of the energy savings into other energy efficiency projects within the community.

The Iowa Energy Efficiency and Conservation Block Grant (EECBG) application was submitted in March and subsequently we were notified that the City was awarded a \$300,000 grant for the project. The engineer's preliminary estimate of probable construction cost for the project is \$587,400.

This item approves the agreement with ISG for the design, permitting, and construction engineering services for the replacement of the blowers, electrical controls, instrumentation and associated piping to complete the project.

FISCAL IMPACT: The agreement has an estimated value of \$111,600.00

RECOMMENDATION: Move to Adopt Resolution No. 59-R-2023-2024 Approving an Agreement with ISG for Design and Construction Services for the Wastewater Treatment Plant Blower Replacement Project.

ATTACHMENTS:

[ISG WWTP Blower Replacement Agreement 2024-06-03.pdf](#)

[5920232024 - RES Approving Storm Lake EECBG Engineering Agreement CM 6.3.2024.docx](#)

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **June 3, 2024** ("Effective Date") between the City of Storm Lake ("Owner") and I+S Group, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Wastewater Treatment Plant Blower Replacement** ("Project"). Engineer's services under this Agreement (Services) are generally identified as **design, bidding, and construction administration services for a wastewater treatment plant project involving new blowers for the aeration system, a new blower for the sludge holding tank, and new blower VFD's and control instrumentation**. Scope of work includes necessary design for process, civil, mechanical, electrical, and controls. Project funding is combination of local funds and the Iowa Energy Efficiency and Conservation Block Grant program, which requires following the Build America, Buy America Act (BABA) requirements, also incorporates federal contract language included in Appendix A of this agreement.

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

A. Design Report

Engineer will prepare a Design Report outlining the project necessity, options for replacement, Engineer's Estimate of Cost for options evaluated, and final recommendations. Engineer will review with the Owner for concurrence and submit the Report to IDNR for review and approval.

B. Design

Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor. Revise Drawings and Specifications as needed in response to review by Owner, Stakeholders, and applicable Public Agencies. Provide Owner with opinion of probable construction cost. Meet with Owner at 90% design completion to review the plans, specifications, and opinion of probable construct cost. Provide Final Plans and Specifications signed by licensed engineers to Owner.

C. Permitting

Engineer will submit final plans and specifications to Iowa Department of Natural Resources (IDNR) along with necessary permit schedules to obtain a wastewater construction permit from IDNR.

D. Bid Administration

Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors and revise bidding documents as needed. Attend a pre-bid meeting with contractors at the Owner's facility to allow contractors an opportunity to review the project site and potential project sequencing. Provide

assistance with bid solicitation through notification and invitation of contractors, furnishing plans and specifications as requested, answer question of the contractors and Owner, issuance of addenda as necessary, attendance at the bid opening, preparation of recommendation of award letter, and contract preparation.

E. Construction Administration

Provide shop drawing review and participate in a Pre-Construction Conference prior to commencement of Work at the Site. Receive, review, and determine the acceptability of any and all schedules and requests that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, Schedule of Values, Pay Requests, and Change Orders. Perform site walk-through to approve project close-out and provide project closeout documents. Provide progress updates to Owner.

F. Resident Project Representative

Provide the services of a Resident Project Representative (RPR) at the site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit A. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit A.

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

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

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

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this

Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, and 2.02 (Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

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

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

1. A Lump Sum amount of **\$88,100.**

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

Design Report	<u>\$5,000</u>
Design	<u>\$71,600</u>
Permitting	<u>\$4,000</u>
Bid Administration	<u>\$7,500</u>

2. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employee's times standard hourly rates for each applicable billing class for all construction and material testing services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix I. This amount is estimated at **\$23,500.**

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

Construction Administration	<u>\$12,500</u>
Resident Project Representative	<u>\$11,000</u>

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

3.01 *Termination*

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

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

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

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

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

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

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

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

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole

- risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Engineer shall procure and maintain Professional Liability Insurance in the Annual Aggregate amount of \$2,000,000 excluding fees, cost and expenses of investigation, claims adjustment, defense, and appeal. Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from the negligence, and professional errors or omissions, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or consultants in the performance of this Agreement (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's Professional Liability insurers in settlement or satisfaction of Owner's Claims under the terms and condition of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). Certificates of insurance will be provided to Owner upon request.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

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

7.01 *Definitions*

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

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

Owner: City of Storm Lake

Engineer: I+S Group, Inc.

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

By: _____
Print name: Tom Grafft
Title: Water/Wastewater Group Leader
Date Signed: May 24, 2024

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

State of: Iowa

Address for Owner's receipt of notices:

City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

Address for Engineer's receipt of notices:

I+S Group, Inc.
1725 N. Lake Ave
Storm Lake, IA 50588

Exhibit A – Special Terms and Conditions

Bipartisan Infrastructure Law (BIL)

Special Terms and Conditions

Iowa Economic Development Authority (“Recipient”), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs (“SCEP”), and Energy Efficiency and Conservation Block Grant Program (“EECBG”), an office within the United States Department of Energy (“DOE”), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Exhibit A to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure

Investment and Jobs Act (EECBG Formula - IJJA) which are awarded to non-tribal recipients proposing projects with potential ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.

2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact their DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at <https://www.energy.gov/node/812599>.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.
8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at <https://www.page.energy.gov/default.aspx>.
9. Recipients are required to submit quarterly reports in the form of a NEPA Log. Sample NEPA Logs can be found at: www.energy.gov/node/4816816. NEPA Logs must be submitted to EECBG.NEPA@ee.doe.gov and your DOE Project Officer.

10. Most activities listed under “Blueprints and additional activities” within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the “Blueprints and additional activities” must be followed.
11. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- ***Acknowledgment:*** “This material is based upon work supported by the U.S. Department of Energy’s Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE- SE0000197.”

- *Full Legal Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Abridged Legal Disclaimer: “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits**A. Government-Initiated Audits**

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to

the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs

paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit.

Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Indirect Costs

A. Indirect Cost Allocation:

The Recipient has a Federally approved provisional Negotiated Indirect Cost Rate Agreement (NICRA) with a current effective period identified for billing and estimation purposes and it applies uniformly across all Federal awards. These costs shall be reconciled or trued up (actual incurred costs) on an annual basis with the Recipient's cognizant agency. An updated rate proposal or NICRA is required if the Recipient requests to bill the DOE higher billing rates than those listed in the current NICRA.

B. Fringe Cost Allocation:

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect

labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

C. Subrecipient Indirect Costs (If Applicable):

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates.

Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Annual Cost Reconciliation

In accordance with Appendices III-VII of 2 CFR Part 200 or 48 CFR Part 42.7, governing for-profit organizations, the indirect cost billing rates shall be reconciled or trued up (actual incurred costs) on an annual basis via the annual incurred cost proposal within six months after the Recipient's fiscal year end.

iii. Adjustments to Indirect Cost Billing Rates

Following an official audit or adequacy review of the incurred cost proposal, one of the following shall apply:

1. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that Recipient invoiced at higher billing rates than actually incurred, the Recipient must refund the Government the over- recovered amounts.
2. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that the Recipient invoiced at lower billing rates than actually incurred, the Recipient may not be reimbursed for increases in its indirect cost rate, which resulted in an under-recovery. Increased indirect cost billing rates cannot be retroactively applied to the DOE award.

iv. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 29. Payment Procedures**A. Method of Payment**

Payment will be made by advances through the Department of Treasury's ASAP system.

B. Requesting Advances

Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

The DOE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of

contracts, vendor quotes, and other expenditure explanations that justify the payment requests.

Term 30. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient’s actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 32. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).

- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 - 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 - 2. A foreign public entity.
 - 3. A domestic or foreign nonprofit organization.
 - 4. A domestic or foreign for-profit organization.
 - 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 - 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 - 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 - 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
 - 1. Receives a subaward from the Recipient under this Award; and
 - 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 33. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement

representative of a Federal department or agency authorized to receive such information.

- B.** The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
- i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.¹
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

¹ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 36. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and

payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 - 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy.

Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and

- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL.

Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as

part of a Department of Labor investigation.

- (7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
- (9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Term 45. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

(A) all iron and steel used in the project are produced in the United States;

(B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient

cost share breakdowns;

- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide² should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 47. Potentially Duplicative Funding Notice

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

² See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rte.jsp>

Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 49. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported.

Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **June 3, 2024**.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

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

B. Schedule of Hourly Rates:

See attached.

2024 Standard Hourly Rates

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

ISG

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

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

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

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

Mileage reimbursement is at the IRS standard rate.

Outside services are billed at cost plus 10%.

**Project-specific rates—call for pricing

RESOLUTION NO. 59-R-2023-2024

**RESOLUTION APPROVING AN ENGINEERING AGREEMENT WITH ISG FOR DESIGN,
BIDDING, AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE
WASTEWATER TREATMENT BLOWER IMPROVEMENT PROJECT**

WHEREAS, the City, has received funding from the Iowa Economic Development Authority (IEDA) for improvements to the Wastewater Treatment Plant Blower Improvement Project; and

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

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

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

Section 1. That the engineering services agreement with I&S Group, Inc., of Mankato, Minnesota be approved by the City.

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

PASSED AND APPROVED THIS 3RD DAY OF JUNE 2024.

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Staff Summary

06/03/2024

Agenda Item # F.11.



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

REPORT TO: Honorable Mayor & Council

FROM: Brian Oakleaf Finance Director

SUBJECT: **Resolution No. 60-R-2023-2024 Fixing Date for a Meeting on the Authorization of a Loan and Disbursement Agreement and the Issuance of Not To Exceed \$8,000,000 Water Revenue Capital Loan Notes of the City of Storm Lake, State of Iowa, and Providing for Publication of Notice Thereof.**

BACKGROUND: This agenda item will set the public hearing for the Authorization of a Loan Agreement and the Issuance of Not To Exceed \$8,000,000 for Water Revenue Capital Loan Notes of the City of Storm Lake, State of Iowa

The Public Notice, as it would appear upon publication, is included for your review. Please note, as required by Code and to be included in the Publication: **The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by Net Revenues of the Municipal Water Utility System.**

The stated Purpose of the Bonds is to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility System, including those costs associated with the construction of elevated water tower no. 5.

FISCAL IMPACT: The fiscal impact is the cost of the publication for the Public Hearing which is approximately \$120. This Resolution, in itself, does not obligate the City. Any Obligation may only be pursued after the Public Hearing.

RECOMMENDATION: Adopt Resolution No. 60-R-2023-2024 to fix the date for a Public Hearing and authorize additional action.

ATTACHMENTS:

- [Notice of Public Hearing - NTE \\$8 million water SRF.docx](#)
- [Resolution No. 60-R-2023-2024 - Fix Date Proceedings 2024 Water Revenue SRF \(02356121x7F7E1\).docx](#)

(To be published between: June 4, 2024 and June 13, 2024)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF STORM LAKE, STATE OF IOWA, ON THE
MATTER OF THE PROPOSED AUTHORIZATION OF A
LOAN AND DISBURSEMENT AGREEMENT AND THE
ISSUANCE OF NOT TO EXCEED \$8,000,000 WATER
REVENUE CAPITAL LOAN NOTES, AND THE HEARING ON
THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Storm Lake, State of Iowa, will hold a public hearing on the 17th day of June, 2024, at 5:00 P.M., in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$8,000,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility System, including those costs associated with the construction of elevated water tower no. 5. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Water Utility System.

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

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

Dated this _____ day of _____, 2024.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

RESOLUTION NO. 60-R-2023-2024

**RESOLUTION FIXING DATE FOR A MEETING ON THE
AUTHORIZATION OF A LOAN AND DISBURSEMENT
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$8,000,000 WATER REVENUE CAPITAL LOAN NOTES OF
THE CITY OF STORM LAKE, STATE OF IOWA, AND
PROVIDING FOR PUBLICATION OF NOTICE THEREOF**

WHEREAS, it is deemed necessary and advisable that the City of Storm Lake, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Water Revenue Capital Loan Notes, in the amount of not to exceed \$8,000,000, as authorized by Sections 384.24A and 384.83, Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

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

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

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

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

Section 1. That this Council meet in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at _____ M., on the 17th day of June, 2024, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$8,000,000 Water Revenue Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility System, including those costs associated with the construction of elevated water tower no. 5.

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

published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

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

(To be published between: June 4, 2024 and June 13, 2024)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF STORM LAKE, STATE OF IOWA, ON THE
MATTER OF THE PROPOSED AUTHORIZATION OF A
LOAN AND DISBURSEMENT AGREEMENT AND THE
ISSUANCE OF NOT TO EXCEED \$8,000,000 WATER
REVENUE CAPITAL LOAN NOTES, AND THE HEARING ON
THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Storm Lake, State of Iowa, will hold a public hearing on the 17th day of June, 2024, at _____ .M., in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$8,000,000 Water Revenue Capital Loan Notes, to evidence the obligations of the City under the said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility System, including those costs associated with the construction of elevated water tower no. 5. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Water Utility System.

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

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

Dated this _____ day of _____, 2024.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

PASSED AND APPROVED this 3rd day of June, 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

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

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

City Clerk, City of Storm Lake, State of Iowa

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF STORM LAKE, STATE OF IOWA, ON THE
MATTER OF THE PROPOSED AUTHORIZATION OF A
LOAN AND DISBURSEMENT AGREEMENT AND THE
ISSUANCE OF NOT TO EXCEED \$8,000,000 WATER
REVENUE CAPITAL LOAN NOTES, SERIES 2024, OF THE
CITY OF STORM LAKE, AND THE PUBLIC HEARING ON
THE AUTHORIZATION AND ISSUANCE THEREOF

_____, 2024.

City Clerk, City of Storm Lake, State of Iowa

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Staff Summary

06/03/2024

Agenda Item # F.12.



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

REPORT TO: Honorable Mayor & Council

FROM: Dana Larsen

SUBJECT: **Motion to Approve Funding for Five Years for Hometown Pride Program**

BACKGROUND: Communities in our region met on April 30, 2024 in Storm Lake to learn about the Hometown Pride Program. Representatives from Hometown Pride presented information and discussed steps in the process. The cost annually is \$20,000 and is split per capita between participating communities. The breakdown follows:

TOWN	2020 POPULATION	PER CAPITA
COST		
Spencer	11,273	\$7,646
Storm Lake	11,269	\$7,643
Alta	2,083	\$1,413
Aurelia	966	\$655
Newell	901	\$611
Lake Park	1,168	\$792
Lakeside	700	\$475
Royal	382	\$259
Sioux Rapids	747	\$506
TOTALS	29,489	\$20,000/year

Addition information regarding the program is attached.

FISCAL IMPACT: \$7,643 per year for five years

RECOMMENDATION: Move to approve funding in the amount of \$7,643 each year for five years for the Hometown Pride Program

ATTACHMENTS:

[Hometown Pride Region Update for May 20.docx](#)



REGION UPDATE 5/20

Hello, everyone. Fantastic news! Our region application for the Hometown Pride program has been accepted. We are on track to join the program in late 2024.

More news: The City of Spencer has verbally committed to join. That brings us to nine communities if everyone is able to commit. (Maximum is generally 10, so there is a possibility for one more if there is an interest). With Spencer participating, the cost to the other communities is reduced accordingly.

TIME TO FINALIZE COMMITMENT

Our first step is for city councils in each of our communities to pass a commitment for participation and funding as soon as possible. Please email me at communications@stormlake.org when this has been completed so we can confirm our region's participation.

Here are the new cost estimates based on a per capita system, assuming all of our communities are ready to move forward:

TOWN	2020 POPULATION	PER CAPITA COST
Spencer	11,273	\$7,646
Storm Lake	11,269	\$7,643
Alta	2,083	\$1,413
Aurelia	966	\$655
Newell	901	\$611
Lake Park	1,168	\$792

Lakeside	700	\$475
Royal	382	\$259
Sioux Rapids	747	\$506
TOTALS	29,489	\$20,000/year

WHAT NEXT?

Lorin Ditzler with Keep Iowa Beautiful has been a fantastic help in putting our region together on a short timetable. She advises that as soon as we have commitments, we should ask for volunteers to be part of a regional committee that will oversee preparations to start Hometown Pride in our region.

THE COMMITTEE

Suggested is a 4-7 person committee that will work with Keep Iowa Beautiful to:

- set a timeline for initiating Hometown Pride in the region, with key milestones for all participants,
- support towns in getting their approvals and funding if needed,
- seek a regional funding source if desired,
- help build support and awareness for the program among regional partners,
- oversee the hiring of the coach, and
- advise the coach during their first few months on the job.

Volunteers would need to commit to being on the committee for 1 year, meet 5-7 times (virtual or in person) and be responsive to emails. There should be no more than 1 person per participating town. We are not required to have someone from every town (though if all towns want a rep, we can make that work).

If desired, we can set another meeting for our community leaders once we have our commitments.

Thanks to everyone for being involved in a new idea for our region. We can do more working together than we can on our own! An update will be coming as soon as we have commitments from our city councils, and in the meantime you may want to be considering who could be a committee representative for your community.

Have a great week!

Dana Larsen

City of Storm Lake Communications

Staff Summary

06/03/2024

Agenda Item # F.13.



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

REPORT TO: Honorable Mayor & Council

FROM: Scott Olesen Building & Code Compliance Director

SUBJECT: **Work Session - Review of Sign Ordinance.**

BACKGROUND: The purpose of this work session is to review and discuss the City Sign Ordinance.

The Sign regulations portion of the Zoning Ordinance is both complicated and important. It is always a delicate balancing act between allowing businesses to have an adequate amount and types of signage to properly promote their businesses and make consumers aware of the goods and services that they provide, and keeping limits on signage to what is considered acceptable to both the public and governing bodies as far as signs intruding into the visual landscape.

To further complicate matters, technology and preferred styles change over time. It is not unusual for Zoning Ordinances to see marked differences from one Ordinance to another.

Now is the opportune time to review the current Sign Ordinance since we are in the process of moving towards adoption of a new Zoning Ordinance; along with the adoption of the new Downtown Master Plan and the recommendations contained therein for reviewing the Sign Ordinance with the goal of providing a cohesive and predictable means of wayfinding for the public.

I have attached copies of the current Sign Ordinance, the applicable sections of the Downtown Master Plan, the signage requirements contained in the Gateway Overlay District, along with the recent changes made to the Gateway District for your review.

FISCAL IMPACT: None.

RECOMMENDATION: Review current Sign Ordinance, give Staff input regarding signage as a part of the upcoming Zoning Ordinance update.

ATTACHMENTS:

[Current Sign Ordinance.pdf](#)

[Sign Regulations.pdf](#)

[Special and Overlay Districts.pdf](#)

[Facade and Signage Improvements.pdf](#)

ORDINANCE NO. 02-O-2022-2023

ORDINANCE AMENDING ARTICLE V OF THE ZONING ORDINANCE OF THE CITY OF STORM LAKE, A PART OF THE STORM LAKE MUNICIPAL CODE, TO CLARIFY AND MODIFY CERTAIN REGULATIONS PERTAINING TO THE GATEWAY DISTRICT

WHEREAS, the City Staff has submitted proposed changes to the text of Article Five of the Storm Lake Zoning Ordinance and Subdivision Regulations to clarify and make less restrictive certain regulations pertaining to the Gateway District in the City of Storm Lake;

WHEREAS, the City's Planning and Zoning Commission has reviewed and recommended approval of the proposed changes to the text of Article V of the Zoning Ordinance.

WHEREAS, the proposed changes are consistent and in accordance with the comprehensive plan adopted by the City in Resolution No. 94-R-2012-2013 on February 18, 2013;

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

Section 1. AMENDMENTS. Article V of The Zoning Ordinance of the City of Storm Lake, entitled "Special and Overlay Districts," is amended as follows:

- a. In Section 540, by deleting the sentence, "As a whole, the massing and details of the buildings and site landscaping material shall be the dominate visible features from the street, and not the parking."
- b. In Section 542, subsection (a), by deleting the phrase, "(including construction that is a result of new development)".
- c. In Section 542, by deleting subsections (c) and (d).
- d. In Section 543, subsection (a), by deleting paragraphs 1 and 2; re-numbering paragraph 3 as paragraph 1; and changing newly re-numbered paragraph 1 to read: "Buildings shall be set back a minimum of 10 feet from the front property line. The setback area shall be used for landscape areas, front entry enhancements, plaza space, or parking space."
- e. In Section 543, subsection (b), paragraph 1, by changing "25%" to "50%"; and by deleting the second period of the two periods at the end of the paragraph.
- f. In Section 543, subsection (b), by deleting paragraph 2; and re-numbering

paragraphs 3 through 6 as paragraphs 2 through 5, respectively.

g. In Section 543, subsection (c), by deleting paragraph 3; changing paragraph 4 to read: "Access to sites in the gateway overlay districts shall be limited to two accesses on to the primary arterial street."; changing paragraph 6 to read: "Provide lighting along walkways into and out of parking lots to strengthen the sight line of the route of travel and increase security for nighttime use. This lighting shall be in addition to parking lot lighting."; in Paragraph 7, by inserting, "storage buildings," immediately after, "storage yards,"; and by re-numbering Paragraphs 4 through 7, as so amended, to be Paragraphs 3 through 6.

h. In Section 543, subsection (d), by deleting paragraphs 1, 2, and 3; in paragraph 5, by inserting, "storage buildings," after "service yards"; and by re-numbering paragraphs 4 and 5, as amended, to be paragraphs 1 and 2 respectively.

i. In Section 544, by changing the first partial sentence preceding subsections (a) through (l) to read: "The following building regulations shall apply to all new development:"

j. In Section 544, subsection (d), by deleting the last sentence.

k. In Section 544, subsection (e), by deleting the last sentence.

l. By changing Section 544, subsection (g) to read: "Street fronting windows shall be no more than 48 inches above the sidewalk level."

m. By changing Section 545, subsection (a) to read: "Every building or commercial complex shall incorporate sign design into the overall project design plan."

n. By changing Section 545, subsection (e) to read: "Freestanding pole and pylon signs are prohibited. Monument signs are to be allowed. Monument signs may be placed in the ten-foot front yard setback. Monument signs shall be placed so as not to obstruct vision or create a traffic hazard."

o. By changing Section 545, subsection (h) to read: "A freestanding monument sign may not exceed 140 square feet per side and not exceed 14 feet in height. Allowable monument sign area is based on 2 square feet of sign area per lineal foot of lot frontage."

p. In Section 545, subsection (j), by changing "one" to "two" and "25" to "50" in the first sentence and "25" to "50" in the last sentence.

q. In Section 545, by deleting subsections (k), (m), and (r) and re-lettering the

remaining subsections after subsection (j) as (k) through (p).

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

Section 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2022.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

SIGN REGULATIONS

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ARTICLE TEN – SIGN REGULATIONS

1001 Purpose

The Sign Regulations provide standards for communicating information in the environment of the City of Storm Lake and its jurisdiction. The regulations recognize the need to protect public health, safety, and welfare; to maintain the city's attractive appearance; to provide for adequate business identification, advertising, and communication of information; and to encourage the fair enforcement of sign regulations.

1002 Definition of Terms

The following definitions shall be used for terms contained in this chapter that are not otherwise defined in the Storm Lake Municipal Code or in this Zoning Ordinance.

1. **Abandoned Sign:** A sign, including sign face and supporting structure, which refers to a discontinued business, profession, commodity, service, or other activity or use formerly occupying the site; or which contains no sign copy on all sign faces for a continuous period of six months.
2. **Attached Sign:** A sign, which is structurally connected to a building or depends upon that building for support.
3. **Auxiliary Design Elements:** Terms that describe secondary characteristics of a sign, including its method of illumination and other features within the bounds of its basic shape.
4. **Awning and Awning Sign:** A temporary or movable shelter supported entirely from the exterior wall of a building and composed of non-rigid materials, except for a supporting framework. An awning sign is a message printed on such a shelter.
5. **Back-lit Sign:** A sign with an indirect source of light or light source located in the interior of the sign, which illuminates a sign by shining through a translucent surface.
6. **Banner:** Material with a printed message or graphic secured or mounted from a structure in such a way as to allow wind movement.
7. **Building Marker:** An historic or commemorative plaque, or a building name or cornerstone carved into a masonry surface.
8. **Business Center Identification Sign:** A sign that identifies a building or group of commercial buildings in single ownership or control, sharing parking and access.

SIGN REGULATIONS

9. Canopy: A projecting non-movable structure cantilevered or suspended from a building, supported by the main structural members to which it is attached, and used only as a roof or fixed shelter.
10. Canopy Sign: A sign, which is attached or made an integral part of a canopy.
11. Clearance: The distance from the bottom of a sign face elevated above grade and the grade below.
12. Detached Sign: A sign, which is self-supporting and structurally independent from any building.
13. Directional Sign: A sign that serves only to designate the location or direction of any area or place.
14. Double-Faced Sign: A sign consisting of no more than two parallel faces supported by a single structure.
15. Frontage: The length of a property line of any one premises abutting and parallel to a public street, private way, or court.
16. Ground Sign: A detached on-premise sign built on a freestanding frame, mast, or pole(s) with a clearance no greater than 3 feet.
17. Illumination: Lighting sources installed for the primary purpose of lighting a specific sign or group of signs.
18. Marquee: A permanent roofed structure attached to and supported by a building and extending over public right-of-way.
19. Maximum Permitted Sign Area: The maximum permitted combined area of all signs allowed on a specific property.
20. Monument Sign: An on-premise freestanding sign with the appearance of a solid base. The width of such base shall be at least 75 percent of the width of the sign.
21. Moving Sign: A sign, which conveys its message through rotating, changing, or animated elements.
22. Nonconforming Sign: A sign that was legally erected prior to the adoption of this chapter but which violates the regulations of this chapter.
23. Pole Sign: An on-premise sign built on a freestanding frame, mast, or pole(s) with a clearance greater than 3 feet, and where the support encompasses less than 75% of the width of the sign.
24. Portable Sign: Any sign supported by frames or posts rigidly attached to bases not permanently attached to the ground or a building and capable of being moved from place to place.

SIGN REGULATIONS

25. **Premise Identification Sign:** Any sign which pertains to the use of a premises and which contains information about the owner or operator of that use; the type of business being conducted or the principal brand name of a commodity sold on the premises; and other information relative to the conduct of the use.
26. **Premises:** A tract of one or more lots or sites that are contiguous and under common ownership or control.
27. **Projecting Signs:** A sign other than a wall sign that is attached to and projects from a building face.
28. **Residential Sign:** A small detached or attached sign located on a residential premise, conveying a message communicated by the owner of the property.
29. **Roof Sign:** Any sign or part of sign erected upon, against, or directly above a roof or on top of or above the parapet or cornice of a building.
 - (a) **Integral Roof Sign:** A roof sign positioned between an eave line and the peak or highest point on a roof, substantially parallel to the face of a building.
 - (b) **Above-Peak Roof Sign:** A roof sign positioned above the peak of a roof or above a parapet or cornice.
30. **Sign:** A symbolic, visual device fixed upon a building, vehicle, structure, or parcel of land which is intended to convey information about a product, business, activity, place, person, institution, candidate, or political idea.
31. **Sign Type:** A functional description of the use of an individual sign. Includes owner identification, advertising, directional, electronic message, and temporary.
32. **Street Facade:** Any separate external face of a building, including parapet walls and omitted wall lines, oriented to and facing a public street, private way, or court. Separate faces oriented in the same direction or within 45 degrees of one another are considered part of the same street facade.
33. **Temporary Signs:** A sign, flag, banner, pennant, sandwich board, or valance constructed of lightweight materials which is not permanently attached to building or land, and which is intended for display for a limited period of time.
34. **Wall Sign:** A sign attached to and parallel with the side of a building.
35. **Window Sign:** A sign painted on or installed inside a window for the purpose of viewing from outside the premises.
36. **Zone Lot:** A parcel of land in single ownership that is large enough to meet the minimum zoning requirements of its zoning district and can provide such yards and other open spaces that are required by the site development regulations.

SIGN REGULATIONS

1003 General Sign and Street Graphics Regulations

a. Compliance

Each sign or part of a sign erected within the zoning jurisdiction of the City of Storm Lake must comply with the provisions of this chapter and of other relevant provisions of the City of Storm Lake's Municipal Code.

b. Resolution of Conflicting Regulations

This chapter is not meant to repeal or interfere with enforcement of other sections of the City of Storm Lake's Municipal Code. In cases of conflicts between Code sections, State or Federal Regulations, the more restrictive regulations shall apply.

c. Prohibited Signs

The following signs are prohibited in all zoning districts.

1. Signs painted on or attached to rocks, trees, or other natural objects.
2. Signs or sign structures which resemble or conflict with traffic control signs or devices, which mislead or confuse persons traveling on public streets, or which create a traffic hazard.
3. Signs on public property or public right-of-way, unless specifically authorized by the Zoning Administrator.
4. Portable signs except as otherwise permitted by this Article and subject to a temporary permit.
5. Signs which create a safety hazard by obstructing the clear view of pedestrians or vehicles, or which obscure official signs or signals.
6. Abandoned signs. Any abandoned sign must be removed within 180 (one hundred eighty) days of date of abandonment.
7. Signs that are not clean or in substantial good repair, or are not affixed to a sound structure.
8. Signs advertising activities that are illegal under Federal, state, or local laws and regulations.

d. Exempt Signs

The following signs are permitted in any zoning district and are exempt from other provisions of this chapter.

1. Bulletin boards including electronic message centers for religious assembly or school uses, provided that they have a maximum sign area of 20 square feet and are not located in a required sign setback.

SIGN REGULATIONS

2. One non-illuminated real estate sign per premises with a maximum size of six square feet per premises. Such signs shall have a maximum height of six feet and shall not be located on public right of way. Such signs shall be removed within 7 days of the disposition or buyer taking possession of the premises.
3. Official signs authorized by a government or governmental subdivision that gives traffic, directional, or warning information.
4. Seasonal decorations for display on private or public property.
5. Non-illuminated construction signs with a total size of 100 square feet per premises. Such signs shall be removed within 7 days of the completion of construction.
6. One temporary sign per zoned lot for grand openings or special events, provided that such sign remains in place for a maximum of seven days.
7. Works of graphic art painted or applied to building walls, which contain no advertising or business identification messages and authorized by the Zoning Administrator.
8. Non-illuminated political campaign signs on private property.
9. Residential signs under 2 square feet in size.
10. Neighborhood or subdivision identification signs under 50 square feet.
11. Street numbers, house numbers or address numbers.
12. Signs which are not visible from a public right-of-way, private way, or court or from a property other than that on which the sign is installed.
13. Window signs in commercial and industrial zones.

e. Temporary and Civic Signs

1. Temporary signs are permitted in Commercial and Industrial zoning districts, subject to the following requirements:
 - (a) The total size of such signs does not exceed 40 square feet.
 - (b) No more than two such signs are permitted at any single premises. Subject to maximum square footage.
 - (c) Temporary signs may be present at any single premises for a maximum of 14 consecutive days.
2. Temporary signs for non-profit civic campaigns or events, or other non-commercial events are permitted in any zoning district and are exempt from other provisions of this Article, subject to the following requirements:

SIGN REGULATIONS

- (a) The maximum size of such signs is 10 square feet when located in any residential, and LC Limited Commercial zoning district; and 40 square feet in any other zoning district.

f. Portable Signs

1. In no case shall a sign that was designed for or used as a portable type sign be converted for use as a permanent wall, pole or monument sign.
2. No portable sign is allowed to be flashing.
3. Maximum square footage of a portable sign is 32 square feet.
4. No portable sign is allowed on City Right of Way.
5. Portable signs shall be allowed by permit with only 5 permits allowed per year, per business at 2 weeks per occurrence.

g. Buffer Yards

No sign other than on-premise directional signs shall be placed within any buffer yard required by Article 8, Landscaping and Screening Regulations, except buffer yards adjacent to intervening streets.

h. Vision-Clearance Area

No sign may project into or be placed within a vision-clearance area defined by a triangle with legs of 20 feet from the point at which property lines meet the curbs or edges of two intersecting streets, private ways, or courts or an intersecting street, private way, or court and driveway (approach), meet.

1004 General Regulations: Basic Design Elements For On-premise Signs

a. Wall Signs and Graphics

Wall signs and graphics are subject to the following general regulations:

1. A wall sign shall not extend more than 30 inches from the wall to which it is attached.
2. A wall sign must be parallel to the wall to which it is attached.
3. A wall sign may not extend beyond the corner of the wall to which it is attached, except where attached to another wall sign, it may extend to provide for the attachment.
4. A wall sign may not extend beyond its building's roofline, or adjacent roofline whichever is higher.

SIGN REGULATIONS

5. A wall sign attached to a building on its front property line may encroach upon public right-of-way by no more than 18 inches. Such a wall sign shall provide minimum clearance of eight feet, six inches.
6. For the purpose of calculating permitted sign areas pursuant to this chapter, signs painted on the walls of buildings shall be considered wall signs.
7. Where permitted, canopy signs are counted as wall signs when calculating total permitted sign area.

b. Projecting Signs and Graphics

Projecting signs and graphics are subject to the following general regulations:

1. The maximum projection of any projecting sign shall be as follows:
 - (a) 3 feet over public sidewalks less than 12 feet wide;
 - (b) 5 feet over public sidewalks 12 feet wide or more, or over private property.
2. A projecting sign may be no closer than two feet from the vertical plane of the inside curb line.
3. Each projecting sign must maintain at least the following vertical clearances:
 - (a) 15 feet over parking lots;
 - (b) 18 feet over driveways.
4. No projecting sign extending three feet or more from a property line may be located within 10 feet of any other projecting sign extending three feet or more from a property line, or 5 feet from adjoining business frontage.
5. Projecting signs must minimize visible support structure and may not expose guy wires, cables, turnbuckles, angle iron, or other similar external support structure.
6. Projecting signs are not allowed in alleys.

c. Pole Signs

Pole signs, where permitted, are subject to the following general regulations:

1. Each pole sign must maintain at least the following vertical clearances:
 - (a) 7 feet, 6 inches over private sidewalks;
 - (b) 10 feet if located within vision clearance area (Section 1003(h))
 - (c) 15 feet over parking lots;
 - (d) 18 feet over driveways

SIGN REGULATIONS

2. Permitted pole signs may revolve at a rate not to exceed six revolutions per minute.

d. Roof Signs

Roof signs are subject to the following regulations:

1. Where permitted, integral roof signs may be used interchangeably with wall signs.
2. Integral roof signs may not exceed the permitted height for pole signs.
3. An integral roof sign must be mounted parallel to the wall of the building that it faces.

1005 General Regulations: Other Design Elements

a. Illumination

1. Lighting, when installed, must be positioned in such a manner that light is not directed onto an adjoining property or onto a public street or highway.

b. Marquees and Marquee Signs

1. Signs placed on, attached to, or constructed on a marquee are subject to the maximum projection and clearance regulations of projecting signs.

c. Banners

1. A banner sign projecting from a building may not exceed the wall height of the building.
2. Maximum size of a banner is 120 square feet.

d. Clocks

1. For the purposes of this chapter, clocks are not considered a moving sign.

1006 Method of Measurement for Regulators

a. Maximum Permitted Sign Area

Maximum permitted sign area for a premise is set forth as a numerical limit or as a function of the frontage of the premises on a street. For properties with frontage on more than one street, the total frontage shall be calculated as the total of all frontages.

SIGN REGULATIONS

b. Sign Area

1. Sign area includes the entire area within the perimeter enclosing the extreme limits of the sign, including individual letters painted or applied, excluding any structure essential for support or service of the sign, or architectural elements of the building.
2. The area of double-faced signs is calculated on the largest face only.
3. The sign area for ground signs, monument signs, and architectural sign bands is calculated as the area enclosing the extreme limits of the letters, symbols, and images.

c. Height

The height of a sign is measured from the average grade level below the sign to the topmost point of the sign or sign structure.

d. Setback

The setback of a sign is measured from the property line to the supporting frame of the sign face, mast, pole or base of the sign; whichever is closest to the property line.

1007 Permitted Sign Types and Specific Regulations by Zoning Districts

The following tables set forth permitted sign types and regulations and design standards for signs and graphics for each zoning district.

Table 10-1: Permitted Sign Types by Zoning District

SIGN TYPES	RES	R-1	R-2	R-3	R-4	IN-1,2,3	PO	LC	CC	CBD	LI	GI
DETACHED SIGNS												
Residential	P	P	P	P	P	P		P	P			
Business Identification	P	P	P	P	P	P		P	P	P	P	P
Ground	P	P	P	P	P	P	P	P	P	P	P	P
Pole								P	P	P	P	P
Monument	P	P	P	P	P	P	P	P	P	P	P	P

SIGN REGULATIONS

SIGN TYPES	RES	R-1	R-2	R-3	R-4	IN- 1,2,3	PO	LC	CC	CBD	LI	GI
ATTACHED SIGNS												
Awning				P	P			P	P	P	P	P
Banner								P	P	P	P	P
Building Marker	P	P	P	P	P	P	P	P	P	P	P	P
Canopy								P	P	P	P	P
Business Identification	P	P	P	P	P	P		P	P	P	P	P
Marquee						P		P	P	P	P	P
Projecting	P	P	P	P	P	P		P	P	P		
Roof, Integral								P	P	P	P	P
Roof, Above Peak											P	P
Wall	P	P	P	P	P	P	P	P	P	P	P	P
Window						P	P	P	P	P	P	P
MISCELLANEOUS												
Flag, Non Commercial	P	P	P	P	P	P	P	P	P	P	P	P
Portable, Civic Uses Only	P	P	P	P	P	P	P	P	P	P	P	P
DESIGN ELEMENTS – ILLUMINATION												
Back-Lit								P	P			
Indirect, Civic Use Only	P	P	P	P	P	P		P	P	P	P	P
Internal, Civic Use Only	P	P	P	P	P	P		P	P	P	P	P
Neon									P	P	P	P
Electronic Information						P		P	P	P	P	P
Moving												P
Rotating												P

SIGN REGULATIONS

Table 10-2: Numbers, Dimensions and Locations of Signs by Zoning District

SIGN TYPES	RES	R-1	R-2	R-3	R-4	IN- 1,2,3	PO	LC	CC*	CBD ***	LI *	GI *
DETACHED SIGNS												
Number Permitted Per Premise	1	1	1	1	1	1	1	1	NA	1	NA	NA
Per Feet of Frontage	NA	NA	NA	NA	NA	C	NA	C	F	H	G	G
Maximum Size (SqFt)	100	A	A	B	B	200	100	D	200	200	200	200
Maximum Height (Ft) of structure above ground	25	10	10	10	10	15	10	15	35	20	35	35
Front Yard Setback (Ft)	25	5	5	10	10	5	5	10	0	0	0	0
Side Yard Setback (Ft)	10	10	10	10	10	5	5	10	5	0	0	0
ATTACHED SIGNS												
Maximum Size (SqFt)	100	*	*	**	**	E	NA	E	300	200	200	200
Max % of Street Façade	NA	NA	NA	NA	NA	20	NA	20	20	20	25	25

- A:** Total of all signs attached or detached cannot exceed 32 square feet for civic uses. Total of all signs attached or detached cannot exceed 2 square feet for residential uses including home occupations
- B:** Total of all signs attached or detached cannot exceed 48 square feet for project identification signs for multi-family or mobile home development and for non-residential uses when permitted
Total of all signs attached or detached cannot exceed 2 square feet for residential uses including home occupations
- C:** Square feet of signage per linear foot of frontage: 1 square foot with a maximum of 75 square feet.
- D:** Total of all signs attached and detached cannot exceed 100 square feet for non-residential premises only, 75 square feet for premises with primary residential use, for project identification signs for multi-family developments, 2 square feet for residential uses, including home occupations.
- E:** Total of all signs attached and detached cannot exceed 100 square feet for non-residential premises only, 75 square feet for premises with primary residential use, for project identification signs for multi-family developments, 2 square feet for residential uses, including home occupations.
- F:** 1 sign allowed per 300 feet of frontage, if frontage of premises is 50 feet or less only one sign is allowed with a maximum of 100 square feet.
- G:** 1 sign per 200 feet of frontage
- H:** For premises with frontage of 25 feet or less, one detached sign up to 90 square feet is allowed, for premises with frontage of more than 25 feet may use 3 square feet per lineal feet of frontage to a maximum of 200 square feet for a detached sign.
- *** Maximum total square feet of all signs is 500 square feet. Allowed 2 square feet signage per linear foot of frontage.
- **** Maximum total square feet of all signs is 600 square feet. Allowed 2 square feet signage per linear foot of frontage.
- ***** Maximum total square feet of all signs is 400 square feet.

SIGN REGULATIONS

1008 General Permit Procedures

a. Applicability

Any installation, modification, or expansion of any sign, which is not exempt from the provisions of this Article, shall be subject to the following permit procedure prior to installation.

b. Maintenance of Valid Sign Permit

The owner/tenant of a property containing signs requiring a permit under this ordinance shall at all times maintain in force a sign permit for such property. Sign permits shall be issued for individual zoned lots or business frontages. A sign permit may be revoked if the sign is not maintained in good condition.

c. Sign Permit Applications

All applications for sign permits shall be submitted to the Zoning Administrator in accordance with application specifications established by the Zoning Administrator.

d. Action

Within ten working days of the submission of a complete application for a sign permit, the Zoning Administrator shall either:

1. Issue the sign permit, if the sign conforms to the provisions of this Article.
2. Reject the sign permit if the sign(s) that is the subject of the application fails in any way to conform to the requirements of this Article.

e. Permit Expiration

If a sign is not constructed in accordance with an approved permit within six months of the date of approval, such permit shall lapse.

f. Assignment of Sign Permits

A current and valid sign permit shall be freely assignable to a successor as owner of the property or holder of a business license for the same premises.

1009 Nonconforming Signs

- a. All permanent signs in place and lawfully established on the effective date of this Ordinance shall be considered as legal nonconforming signs. The copy of such a sign may be changed from time to time, provided that the sign area shall not be enlarged beyond the sign area in existence on the effective date.
- b. Any nonconforming sign which presently is or becomes structurally damaged or deteriorated, more than 50% of its replacement cost, shall be either removed or altered so

SIGN REGULATIONS

as to comply with this Article.

- c. As an exception to 1009(a) portable signs or parts of which are being used as permanent signs shall not be considered legal non-conforming signs and shall be removed six months from effective date of this ordinance.

SPECIAL AND OVERLAY DISTRICTS

arterial corridor and 25 feet along any side street.

- f. Entries and windows shall contribute to the volume, mass, proportion and texture of the building. They shall be designed as an integral part of the overall building design and shall reflect the building's architectural style.
- g. Street fronting windows shall be at least 12 inches and no more than 30 inches above the sidewalk level.
- h. Individual business entries shall be readily identifiable from the public right of way with primary building entries fronting on the primary arterial street. Entries can be articulated with recesses, projections, porches and other distinctive elements.
- i. Exterior wall materials shall be brick, stone, stucco or other high quality materials. Plywood, plastic, aluminum, vinyl siding and similar materials are not permitted. Exterior Insulation Finish System (EIFS) (commonly known by brand name "Dryvit" or similar) is allowed only if the final finish and connections appear as natural stucco. EIFS shall not be utilized in the lower 7' of the façade.
- j. Masonry shall be utilized on a minimum of 25% of each exterior surface except for the rear of the building.
- k. The selected material and color palette shall be used on all exposed sides of a building.
- l. Materials shall be high quality and durable.

545 Signage Regulations

The following signage regulations shall apply to all new development or redevelopment within the district and to any existing legal non-conforming sign that changes to a conforming sign:

- a. Every building or commercial complex shall incorporate sign design into the overall project design plan. Sign design, materials and illumination shall complement the building scale, proportions, architectural style, materials and colors.
- b. Where more than one sign is allowed, all signs shall be designed using the same construction methods and materials, colors, lettering and logo styles.
- c. The location and size of signs shall clearly relate to the architecture of that particular structure. Signs shall not cover windows, roof shapes or dominate trim. Roof and wall signs that extend above roof lines are prohibited.
- d. Wall and fascia signs shall be located to indicate building entries without dominating the facade.
- e. Freestanding pole and pylon signs are prohibited. Low profile monument signs are to be allowed. Monument signs may be placed in the 10' front yard setback. Low profile monument signs shall be placed so as not to obstruct vision or create a traffic hazard.

SPECIAL AND OVERLAY DISTRICTS

- f. Low profile monument signs shall incorporate the architectural character and materials of the building.
- g. A single, low profile monument sign may incorporate the addresses and business names for multiple tenants of a building or complex. All tenant signs shall be of a uniform size, color and style when combined in a single sign format.
- h. A freestanding monument sign may not exceed 25 Square feet per side and not exceed 4'-6" in height.
- i. Projecting signs are allowed on storefronts up to a height of 14 feet, with maximum projection of 4 feet from the face of the building. Clearance of at least 8 feet must be maintained to the sidewalk. The overall size of the sign shall not exceed 10 square feet.
- j. The total area of all signs on a building should be limited to a size equal to one square foot per frontage foot of building face, with a minimum allowance of 25 square feet regardless of front footage. When the ground floor of a building is occupied by more than one tenant, each shall be entitled to a pro-rata share footage based on the frontage used by that tenant with each tenant being entitled to a minimum of 25 square feet regardless of each tenant's front footage.
- k. Sign should be located directly above the business entrance or to the sides of the entrance at eye level, so that they are visible below the foliage of street trees for the amenity and convenience of the pedestrian. Sign may be located centered on the building frontage if the main entrance is off set to a side.
- l. The size of signs shall be appropriate to viewing distance. Pedestrian oriented signs shall be smaller than vehicle oriented signs, however all signs shall be in scale with the streetscape/pedestrian movements.
- m. The maximum number of permanent signs per business shall be two different types of signs, such as a wall sign, a projecting sign or a permanent banner. Otherwise only one sign per business is allowed.
- n. Additional or larger signs may be allowed for large scale projects provided that the function and design is justified through a comprehensive sign plan for the project and approved by the City. Justification for additional signs shall be based on functional needs, such as multiple entrances or uses within a development. Larger signs shall be justified by specific site conditions or appropriate proportional scale to the overall building.
- o. Internally illuminated plastic signs are prohibited. Individually illuminated sign letters within an allowable wall sign area may be used, provided the entire sign and background are not internally illuminated.
- p. Additional signs are allowed for businesses that provide pedestrian access to sales and service areas through the rear of buildings. For such businesses, rear access signage shall be equal to allowable signage for front facades.
- q. Window graphics shall be applied so that they do not obscure visibility into a shop. No more than 25% of an area of any one window shall be used for a sign. Such signage shall be designed to complement the other signs and the design of the storefront.

SPECIAL AND OVERLAY DISTRICTS

- r. Window graphics are recommended to be painted or applied vinyl letters on glass or a clear acrylic panel behind the windows. These types of window graphics are permanent signs, and their area must be counted in the overall allowable area for signs.
- s. Banners and cloth signs shall be used primarily for special, festive occasions. If such signs are used on a permanent basis, a condition of their initial approval is agreement to replace them when they begin to show wear. A banner shall be considered a permanent sign if it displays content or identification of any kind that relates to the business or service establishment of the building to which the banner is attached.

546 Development Review

Development projects submitted to the city within the Gateway District Overlay shall be administratively reviewed by the zoning and building official for compliance with the regulations of the Gateway Overlay District. The zoning official may choose to engage the Design Review Architect as assigned by the City of Storm Lake to suggest enhancements and review the development plans for compliance with this article.

Site plans and building plans shall be submitted and reviewed consistent with the procedures outlined in Article 12.

547-549 Reserved

AH AIRPORT HEIGHT ZONING DISTRICT

550 Airport Height Zoning

This Article shall be known and cited as "The Storm Lake Municipal Airport Height Zoning District."

- a. Definitions: As used in this Article, unless the context otherwise requires:
 - 1. "AIRPORT": The Storm Lake Municipal Airport.
 - 2. "AIRPORT ELEVATION": The highest point of an airport's usable landing area measured in feet above mean sea level, which elevation is established to be one thousand four hundred eighty-seven and one-half feet (1,487.5').
 - 3. "AIRPORT HAZARD": Any structure or tree or use of land which would exceed the Federal obstruction standards as contained in fourteen (14) Code of Federal Regulations sections seventy-seven point twenty-one (77.21), seventy-seven point twenty-three (77.23) and seventy-seven point twenty-five (77.25) latest revisions, and which obstruct the airspace required for flight of aircraft and landing or takeoff at an airport or is otherwise hazardous to such landing or taking off of aircraft.

POLICY UPDATES

To implement some of the ideas and public priorities outlined in this Plan, consideration should be given to adopting new ordinances, including signage regulations and facade or downtown design guidelines. Signage regulations are used to provide a cohesive and predictable means of wayfinding through downtown while addressing needs of pedestrians and vehicle traffic. Sizing standards help to ensure signs don't project too far into the right-of-way or block other signage while maintaining consistent visual standards.

Facade or downtown guidelines would provide formal guidance, but not strict requirements, for downtown businesses looking to improve their facade and storefront. Businesses would not be required to conform to these guidelines, as would be the case with downtown design requirements, but instead serve to encourage consistency in downtown design.

Additionally, the planning team found that over the course the engagement discussions with downtown business owners and the larger public, most were unaware the City had adopted an ordinance allowing outdoor dining. Precedent images and concepts featuring outdoor dining and café seating options were well received during the engagement events. To encourage wider participation amongst downtown business owners, the City should consider featuring the permit for outdoor dining with the City's other permits on the City website or engage in an education campaign with targeted downtown businesses.



Storm Lake High School

Storm Lake High School can be an invaluable resource to the downtown revitalization project by providing a partnership with their art department and helping in the fundraising process. Additionally, a partnership with Storm Lake High School to implement improvements and programming in this Downtown Master Plan can assist the City in exciting and engaging a younger segment of the population with downtown.



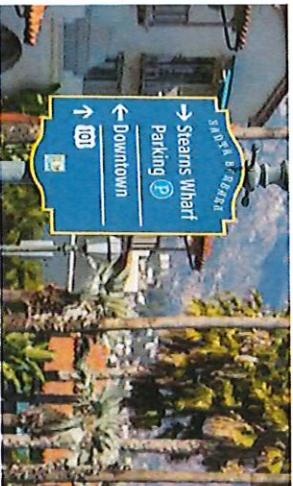
Storm Lake United

As the voice of business in the region, Storm Lake United provides resources and support for local businesses, including their Revolving Loan Fund, which offers financial assistance to be used in conjunction with other sources of funding. Awards are provided through short-term loans and may be used for purchase of land, buildings, construction, remodeling, machinery, technology and more. This Revolving Loan Fund could be a source of funding for downtown businesses to implement the façade improvement components of this Plan. Storm Lake United will also be a critical partner in expanding programming and community events held downtown.



Witter Gallery

With programming such as Coffee and Canvas, Witter Gallery strives to engage, promote, and inspire local artists, residents, and visitors. The Witter Gallery will also be an invaluable partner in incorporating downtown public art.



FACADE + SIGNAGE IMPROVEMENTS

Facade Improvements

A facade grant program can be a useful and impactful tool to help revitalize, restore, and preserve downtown buildings. By providing funding to help restore items such as awnings, windows, facade masonry, or woodwork, a partnership between the City and downtown business owners can make a positive impact in the overall feel of a downtown.

After reviewing facade grant programs for six cities (Sterling, Illinois, along with Keokuk, Dubuque, Ames, Knoxville, and Dyersville, Iowa), the planning team found the following similarities:

- The programs are reimbursement programs where the building owner must first invest in the refurbishment of their facade under the conditions of the program and then be reimbursed after construction is done. Building owners must also provide matching funding to any grant funding the city contributes to the project.
- Each program has limitations on what is considered eligible construction.
- Each program requires thorough documentation of the construction process, including receipts of incurred costs.
- The programs have deadlines on construction start and end dates to encourage timely spending of grant dollars.

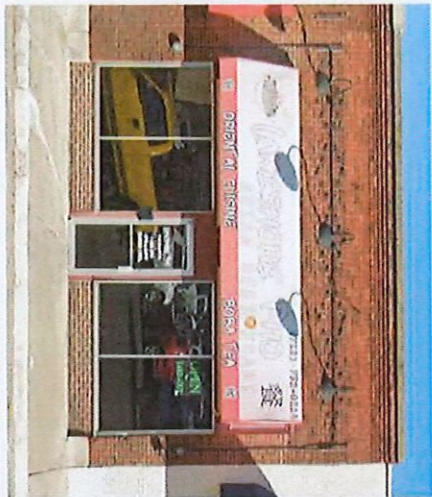
Some cities choose to use a tier system such as Sterling, Illinois, where the potential grant award amount increases in proportion with the size of the project. Signage is closely linked to the facade of a building, with some cities including signage as an eligible use for grant dollars, while others do not.

Facade grant programs typically contain design guidelines that preserve and restore building features that are unique to our downtowns. Recognizing that downtown Storm Lake is comprised of both traditional and modern buildings, the following renderings provide an example of improvements that could be funded through a facade grant program that would accommodate the variety of buildings present in downtown Storm Lake.

In addition to city-funded facade grant programs, there are also a number of state funding programs available for downtown facade improvements, such as the Community Development Block Grant (CDBG) Downtown Revitalization Fund. Successful implementation of a facade improvement program on any level requires partnership between the City, downtown business owners, and other downtown stakeholders.

Signage

Good signage has an important influence on the way residents perceive downtown and its businesses. Easy to read and well-designed signs contribute to an overall welcoming feeling in the downtown area and call attention to individual businesses. Projecting blade signage allows pedestrians and vehicle alike to see where stores are located, while also providing a look and feel that is unique to each business and the downtown area.



MAINTAIN BRICK DETAILS

GOOSENECK LIGHTING

STRIPED FABRIC AWNING (OPTIONAL)

OPEN UP WINDOWS TO ORIGINAL SIZE

WINDOW CLING SIGNAGE <15% COVER

RECESSED ENTRANCE



PEDESTRIAN BLADE SIGN

FRONT VIEW

SIDEWALK VIEW

Traditional Style Facade



Existing Real Estate Specialists Building



Modern Style Facade

Staff Summary

06/03/2024

Agenda Item # F.14.



City of Storm Lake
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Storm Lake, IA 50588
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REPORT TO: Honorable Mayor & Council
FROM: David Derragon Assistant City Manager
SUBJECT: **Work Session - Mobile Vendor**

BACKGROUND:

History:

Two years ago, the Council created the Mobile Vendor Ordinance to regulate mobile vendors on public property. Review and research were conducted related to ordinances and procedures in other jurisdictions regarding mobile vendors. Sioux Center's ordinance was well structured and used as a template to create the ordinance desired by Council at that time. Requirements included in the City of Storm Lake's ordinance are holding a current license for Mobile Food Unit License from the State, subject to a background check liability insurance, and a generator decibel limit.

In reviewing ordinances for a number of cities, there are many different approaches to how permitting is handled.

- All require the Mobile Food Unit License from the State.
- Many require a Fire Department inspection of the mobile unit.
- Some require insurance, some do not.
- Some require a surety bond, others do not.
- Some require permits for vending on private property, some do not.
- Some have mapped locations where mobile vending is only permitted.
- Some require background checks.
- Some ask for a written criminal history from the applicant.
- Some require a letter from the private property owner granting permission.

The City of Storm Lake opted to only require a permit from the City when operating on public property. No permit is required to locate on private property. There are requirements of insurance, a background check and a surety bond in the City's process are methods to protect the public that patronize a mobile vendor.

Any suggested changes desired by Council can be addressed through an ordinance change.

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

ATTACHMENTS:

[Mobile Vendor Analysis - May 2024.xlsx](#)

[Mobile Food Vendor Ordinance](#)

	A	B	C	D	E	F	G	H	I	J
1	Mobile Vendor Research									
2		2024								
3	City		Allow on Public Property	Permit Required on Private Property	Insurance Required	Surety Bond	Background Check	Fire Department Inspection	License from State Required Per State Code	Generator Decibel Limit
4										
5	Storm Lake		Yes	No	Yes	Yes	Yes	No	Yes	Yes
6										
7	Sioux Center		Yes	Yes			Yes		Yes	No
8										
9	Des Moines		Yes - in zones	Yes	Yes	No	No	Yes	Yes	No
10										
11	Le Mars		Yes	No	No	No	No	Yes	Yes	No
12										
13	West Des Moines		Yes	Yes	No	Yes	Yes	Yes	Yes	No
14										
15	Nevada		Yes	Yes	No	No	No	Yes	Yes	No
16										
17	Okoboji		No	Yes	Yes	No	No	No	Yes	No
18										
19	Pella		Yes -Event only	Yes	No	No	Yes	No	Yes	No
20										
21	Ft. Dodge		Yes	Yes	Yes	No	No	Yes	Yes	No
22										

ORDINANCE NO. 04-O-2022-2023

AN ORDINANCE AMENDING TITLE IV OF THE STORM LAKE, IOWA CITY CODE BY AMENDING SECTION 4-3-2(d) OF CHAPTER 4-3 ON SOLICITORS, WHICH SECTION DEFINES “TRANSIENT MERCHANT,” AND BY ADDING NEW CHAPTER 4-10 REGULATING MOBILE FOOD AND BEVERAGE VENDORS

WHEREAS, the City of Storm Lake has experienced an increase in the number of mobile food and beverage vendors engaged in business within its city limits; and

WHEREAS, the Storm Lake City Council sees the need to license and regulate such enterprises for the protection of the City’s residents, the preservation of the attractiveness of the City’s public spaces, and the encouragement of fair and orderly growth of the mobile food and beverage segment of the local economy;

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

Section 1. Paragraph (d) under Section 2, entitled “Definitions,” in Chapter 4-3 on Solicitors is amended by inserting at the end of the definition of “Transient Merchant” the following sentence:

Notwithstanding the foregoing definition of “Transient Merchant,” the term, “Transient Merchant” shall not include a “Mobile Vendor,” as defined in Chapter 4-10 on Mobile Food and Beverage Vendors.

Section 2. Title IV of the Storm Lake City Code, on Business, is amended by inserting the following new Chapter 4-10, entitled “Mobile Food and Beverage Vendors,” immediately after existing Chapter 4-9:

4-10-1 PURPOSE. The purpose of this chapter is to protect residents of the City against fraud, unfair competition, and unsafe food sources; preserve the attractiveness of the City’s public spaces; and encourage the fair and orderly growth of the mobile food and beverage segment of the local economy by licensing and regulating mobile food and beverage vendors.

4-10-2 DEFINITIONS. The following words, terms and phrases when used in this Chapter shall have the following meanings:

Food Service Establishment shall have the meaning established by Section 481-30.2 of the Iowa Administrative Code.

Mobile Vendor means a person engaged in the business of selling food, beverages, or both, from a Mobile Vendor Vehicle on public property.

Mobile Vendor Vehicle means a licensed motorized vehicle, a licensed trailer, or both, used for the sale of food, beverages, or both, for immediate consumption. The definition of Mobile Vendor Vehicle includes but is not limited to the common term “Food Truck.”

Restaurant means a food service establishment which derives at least fifty percent (50%) of its gross receipts from the sale of food, beverages, or both, for immediate consumption on the premises.

4-10-3 MOBILE VENDOR LICENSE REQUIRED. Before offering for sale any food or beverage in the City, a Mobile Vendor shall obtain a license for their sale from the City Clerk as provided in this Chapter. A separate Mobile Vendor License shall be required for each Mobile Vending Vehicle.

For any community event, the City Clerk may issue a license to the organization hosting the event to allow Mobile Vendors authorized by the hosting organization to operate without an individual Mobile Vendor license for a limited number of days, not to exceed the number of days of the event being hosted. Regulations relating to the allowed location or area of Mobile Vendors' operations may be modified by the City for community events.

4-10-4 APPLICATION FOR LICENSE. A Mobile Vendor shall apply to the City Clerk for a Mobile Vendor license at least three (3) business days prior to its use by providing the following information upon a form to be provided by the City Clerk, providing the required documents specified below, and paying the application fee for the period of the license's duration in the amount set in the Schedule of Fees as adopted by the City Council by resolution:

- A. The full name, age, permanent address, e-mail address, if any, and telephone number of the applicant.
- B. The business name and address.
- C. A description of the licensed motorized vehicle or licensed trailer from which the sale will be conducted, including the license plate number, and the length of the motorized vehicle or the trailer and tow vehicle.
- D. A summary of the food and beverages to be sold.
- E. The period of time the applicant has been engaged in the same or similar business and the jurisdictions in which the applicant has previously conducted business in the last year.
- F. The application must be accompanied by a copy of the Retail Sales Tax Permit issued to the applicant by the Iowa Department of Revenue.
- G. If the Mobile Vendor sells food or beverages other than prepackaged items that do not require hot or cold handling procedures, then the application shall also contain the following:
 - 1. A copy of the Mobile Food Unit License issued by the Iowa Department of Inspections and Appeals for the Mobile Vendor Vehicle.
 - 2. The addresses of the businesses or facilities at which any fat, oil or grease generated in the operation of the Mobile Vendor business are disposed of, including the contact information for the individual or business responsible for the operation of each such business or facility.
- H. The location where the Mobile Vendor Vehicle will be regularly parked when not in use.
- I. The precise location or locations in the city where the Mobile Vendor Vehicle will conduct sales.

- J. The requested period of duration for the license which shall be one of the periods specified in Section 4-10-9.

4-10-5 POLICE DEPARTMENT REVIEW. Each application for a Mobile Vendor license may be provided to the Police Chief for review and comment and the applicant's submission of such an application authorizes the police to conduct a background check with respect to the applicant.

4-10-6 ACTION BY CITY CLERK. All references to the City Clerk in this chapter shall be deemed to include the City Clerk's designee.

4-10-7 AREAS OF MOBILE VENDOR VEHICLE OPERATION.

- A. Operation of Mobile Vendor Vehicles shall not be permitted on public road rights-of-way, but shall be permitted on designated public parking areas of City property as permitted by the City, within intended locations to be designated on a map or diagram submitted with the application together with dates and times of operation.
- B. Mobile Vendor Vehicle operation may be permitted in Storm Lake City Parks only upon approval of the City in accordance with Park Department Rules.

4-10-8 LICENSE ISSUANCE.

- A. A Mobile Vendor license may be denied to any applicant who has operated a Mobile Vendor business in material violation of any of the requirements of this article or any other chapter of this Code within the prior one hundred eighty (180) days.
- B. If the City Clerk finds that the information provided in an application for a Mobile Vendor license is true and correct and that the requirements of this Chapter for issuance of the license have been satisfied, the City Clerk shall issue a Mobile Vendor license for the period of duration authorized by Section 4-10-9 that is requested by the applicant. The license shall identify whether the Mobile Vendor is limited to the sale of prepackaged food and beverages that do not require hot or cold handling procedures.
- C. The City Clerk shall deny any application for the operation of a Mobile Vendor business that does not conform with all applicable requirements of this article, the City Code, the Iowa Code and the Iowa Administrative Code.
- D. In the event an application for a Mobile Vendor license is denied, the City Clerk shall cause notice of such denial to be promptly communicated to the applicant or the applicant's representative by telephone at the telephone number provided in the application. Written notice shall also be sent to the applicant at the business address identified in the application informing the applicant of the denial, the reason therefor, and the applicant's right to appeal the denial to the City Council of the City of Storm Lake, Iowa, by filing a written notice of appeal with the City Clerk within ten (10) business days after the date of such notice.

4-10-9 DURATION OF LICENSE. The Mobile Vendor license may be issued for a period of one day, seven consecutive days, or twenty-eight consecutive days. No licensee shall be permitted more than 183 one-day licenses in a calendar year, more than 26 seven-day licenses in a calendar year, or more than 6 twenty-eight day licenses in a calendar year. In

addition, no licensee shall be permitted licenses of any duration whose periods exceed 183 days in the aggregate each calendar year.

4-10-10 BOND REQUIRED. Before a license under this Chapter shall be issued, each proposed licensee shall post with the City Clerk a bond issued by a surety company authorized to engage in the business of insuring the fidelity of others in Iowa, in the amount of one thousand dollars (\$1,000.00), to the effect that the licensee and the surety company shall consent to the forfeiture of the principal sum of the bond or such part thereof as may be necessary (1) to indemnify the City of Storm Lake for any penalties or costs occasioned by the enforcement of this Chapter, and (2) to make payment of any judgment rendered against the licensee as a result of a claim or litigation arising out of or in connection with any activities regulated or covered by this Chapter. Said bond shall not be retired until a lapse of one (1) year from the expiration of the license which it covers. Notwithstanding the foregoing requirement to post a bond, a licensee who has posted such a bond for a license previously issued under this Chapter that remains in effect at the time the new such license is to be issued shall not be required to post a new bond provided that the bond that remains in effect, by its original terms or any amendment or extension thereof, will not expire until a lapse of one (1) year from the expiration of the new license. Before issuance of the new license, the City Clerk shall require written evidence from the surety company that the bond previously issued will not expire until a lapse of at least one (1) year from the expiration of the new license.

4-10-11 MOBILE VENDOR LICENSES NOT TRANSFERRABLE. Mobile Vendor licenses issued under this chapter are not transferrable.

4-10-12 GENERAL REGULATIONS.

A. Hours of Operation. Mobile Food Vendors may operate between the hours of 7:00 a.m. and 11:00 p.m. local time.

B. Allowed Locations.

1. No Mobile Vendor shall conduct any sale from the Mobile Vendor Vehicle which is not parked as shown or as set out in the Mobile Vendor's license application.
2. No Mobile Vendor shall conduct any sale from a parking space which is designated as an "Accessible Parking Space" or otherwise designated as "Limited Parking."
3. No Mobile Vendor shall conduct any sale from a Mobile Vendor Vehicle located within one hundred (100) feet of any public entrance of any street level restaurant then open for business, unless authorized by the restaurant.
4. No Mobile Vendor shall conduct any sale in a residential neighborhood unless such sales are specifically authorized in the Mobile Vendor's license and then shall only be in the specific areas stated in the license.
5. No Mobile Vendor shall conduct any sale from a Mobile Vendor vehicle unless such sales are specifically authorized in the Mobile Vendor's license.
6. The Mobile Vendor Vehicle must be removed from the location of operation after the hours of operation.

7. No Mobile Vendor Vehicle shall be operated within 10 feet of any building or other structure, and shall not be operated within 50 feet of any other Mobile Vendor Vehicle, unless specifically approved for a special event by the City Clerk.
- C. Mobile Vendor Vehicle.
1. Any vehicle used as a Mobile Vendor Vehicle shall be no larger than thirty-seven (37) feet long and eight and a half (8 ½) feet wide. Any trailer used as a Mobile Vendor Vehicle, together with the tow vehicle, shall be no longer than thirty-seven (37) feet long and eight and a half (8 ½) feet wide.
 2. A Mobile Vendor Vehicle shall not have a second story or any interior space used for customer service or seating.
 3. Any generator used by the Mobile Vendor must be as quiet as possible to avoid being a disruption to the area in which it is located. The generator should have a decibel rating of 60dB or less. If necessary, sound proofing can be used to reach the desired rating.
- D. Display of License. License required by this Chapter and a valid Sales Tax Permit for such business shall be displayed within the Mobile Vendor Vehicle in a manner such that it is readily visible to all persons seeking to conduct business with the Mobile Vendor.
- E. Sale of Merchandise. No Mobile Vendor shall offer any merchandise or wares for sale other than food and beverages for immediate consumption.
- F. Food Safety. Any Mobile Vendor who offers food or beverages for sale, other than prepackaged items that do not require hot or cold handling procedures, shall be subject to the following additional requirements:
1. A valid Mobile Vendor license for the Mobile Vendor Vehicle shall be displayed within the Mobile Vendor Vehicle in a location that is readily visible to all customers.
 2. No Mobile Vendor shall operate the business in a manner that violates any applicable food or sanitation laws.
- G. Use of Street and Sidewalk. No Mobile Vendor shall place any tables, chairs, furniture, equipment, signage or other material on the ground, streets or sidewalks. No Mobile Vendor shall place any food, materials or equipment on the ground or on tables, chairs, or shelves that are not incorporated into the Mobile Vendor Vehicle, or immediately adjacent to the Mobile Vendor Vehicle.
- H. Trash Receptacles. A Mobile Vendor shall provide one or more trash receptacles readily accessible to its customers either in or attached to the Mobile Vendor Vehicle. All accumulations of trash and litter shall be removed from the site by the Mobile Vendor before departing.
- I. All Sales from Safe Locations. No Mobile Food Vendor shall conduct any sales from outside the Mobile Vendor Vehicle. All sales, activities and transfer of food and beverages to the customer shall occur only from a safe location such that the customer is not exposed to traffic on the street. No Mobile Vendor shall sell to any persons situated in a motor vehicle. The requirements of this paragraph do not apply to Mobile Vendors operating on private property.

4-10-13 SUSPENSION OR REVOCATION OF LICENSE.

- A. Upon complaint or a reasonable suspicion that a licensee or the licensee's employees have furnished any false information required under this chapter or has violated or

failed to comply with any of the requirements of this chapter or any other provisions of the City Code, the City Clerk may cause the matter to be investigated. If the City Clerk finds that a violation has occurred, the City Clerk shall give notice to the licensee of intent to suspend or revoke the license, or to deny its renewal.

- B. Notice of the City's intent to suspend, revoke, or deny renewal of a license shall be served upon the licensee by personal service or by certified mail, return receipt requested. The suspension, revocation, or denial of renewal shall become effective seven (7) days after notice is served or mailed.

4-10-14 APPEAL. Any applicant or licensee aggrieved by the refusal of the City Clerk to issue a license or by suspension, revocation, or non-renewal of a license under this chapter has the right to appeal the City Clerk's decision to the City Council of the City of Storm Lake, Iowa. Such appeal shall be requested by submitting a written request to the City Clerk within ten (10) days of the action of the City Clerk which is appealed. The City Council shall consider the appeal at the first regularly scheduled meeting following the filing of the appeal before which meeting sufficient time exists to give the public the required notice of the existence of the appeal hearing on the agenda. At the appeal hearing, the appellant shall be entitled to present his or her appeal orally or in writing. The City Council shall act on the appeal within twenty-one (21) days of the hearing and shall either uphold the action of the City Clerk or shall direct the issuance of a license.

4-10-15 MUNICIPAL INFRACTION. A violation of any provision of this Chapter shall constitute a Municipal Infraction subject to the penalties and alternative relief authorized by Title I, Chapter 20 of this Code and by Section 364.22 of the Code of Iowa.

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

Section 4. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. This ordinance shall be in effect following its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 17th day of April, 2023.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

1st Reading: March 20, 2023
2nd Reading: April 3, 2023
3rd Reading: April 17, 2023
Passed & Approved: April 17, 2023
Publication Date: April 28, 2023

Staff Summary

06/03/2024

Agenda Item # F.15.



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: City Council Requested Items / City Council Updates
Food Truck Ordinance -- June 3, 2024 City Council Meeting
Road Conditions -- June 17, 2023 City Council Meeting

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS: