

**CITY OF STORM LAKE
REGULAR COUNCIL SESSION MEETING,
CITY HALL
COUNCIL CHAMBERS
JUNE 5, 2023
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. [Tyson Noise Variance And Road Closure Request](#)
 - 3. [Utility Billing Uncollectible Accounts](#)
 - 4. [Motion Approving Agreements With Storm Lake Cab & RIDES For Transit Services](#)
 - 5. [Motion to Approve 28E Agreements for Outside Agency Funding in FY2024](#)
 - 6. [Resolution No. 64-R-2022-2023 Supporting Memorial Highway Signage in Honor of Specialist Brian Botello](#)
 - 7. [Buy Local Information](#)
 - 8. [Storm Lake Police Department City Code Enforcement Summary](#)
- E. **Unfinished Business**
- F. **New Business**
 - 1. [Motion to Approve Proposed Abandonment of Sewer Main Section For United Bank of Iowa](#)
 - 2. [Resolution No. 65-R-2022-2023 Resolution Setting Fines and Fees](#)

3. Resolution No. 66-R-2022-2023 Authorizing Inter-fund Transfers and Adjustments
4. Ordinance No. 13-O-2022-2023 Providing For A New Water Rate Schedule - Second Reading
5. Ordinance No. 14-O-2022-2023 Providing For A New Sewer Rate Schedule - Second Reading
6. Resolution No. 67-R-2022-2023 Appointing UMB Bank, N.A. as Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
7. Resolution No. 68-R-2022-2023 Approving And Authorizing A Form Of Loan Agreement And Authorizing And Providing For The Issuance And Securing The Payment Of \$5,800,000 Taxable Urban Renewal Tax Increment Revenue Capital Loan Notes, Series 2023A, Of The City Of Storm Lake, State Of Iowa, Under The Provisions Of The Code Of Iowa, And Providing For A Method Of Payment Of The Notes.
8. Motion to Approve Agreement with ISG for Engineering Services for Wastewater Plant UV Disinfection Building Project.
9. Resolution No. 69-R-2022-2023 Supporting Workforce Housing Tax Incentive Program
10. Motion to Approve Agreement with ISG for Engineering Services for College and 3rd Sewer Lift Station Replacement Project.
11. Motion to Adopt The 2023 Storm Lake Downtown Master Plan
12. Public Hearing To Review An Application For A State Revolving Fund (SRF) Loan And To Make Available To The Public The Contents Of An Environmental Information Document And The City's Project Plan
13. Resolution No. 70-R-2022-2023 Approving Setting A Public Hearing To Review An Application For A State Revolving Fund (SRF) Loan
14. City Council Requested Items
15. Closed Session Reference Iowa Code Chapter 21.5 (c) Matters of Litigation

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

06/05/2023
Agenda Item # D.1.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez City Clerk

SUBJECT: **Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of Bills
- King's Pointe & Sunrise Pointe Disbursements
- Approve May 15, 2023 City Council Minutes
- Approve Renewal Liquor Licenses for Sofi's Bakery dba Delicias Bakery, Casey's Store #3030,
- Approve Renewal Cigarette Permits for Sudee Asian Market LLC, Al's Liquor, Brew Midtown, Hy-Vee Food Store, Murphy USA #6923, Yesway #1169
- Acknowledge February 2, 2023 and May 3, 2023 Civil Service Minutes
- Approve Tyson Noise Variance And Road Closure Request
- Approve Utility Billing Uncollectible Accounts
- Approve Agreements with Storm Lake Cab and RIDES
- Approve 28E Agreements for Outside Agency Funding in FY2024
- Approve Resolution No. 63-R-2022-2023 Supporting Memorial Highway Signage
- Approve Buy Local Information
- Approve Storm Lake Police Department City Code Enforcement Update

FISCAL IMPACT: The City Will Pay The Following Expenditures:

- List of Bills: \$ 1,324,163.17
- King's Pointe & Sunrise Pointe Golf Course Bills: \$317,909.69

The City Will Receive The Following Income: Renewal Liquor & Cigarette License Fees: \$450.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

[6/5/2023 City Expense Report.pdf](#)
[6/5/2023 King's Pointe Claims 5.11.2023 to 5.31.2023.xlsx](#)
[05/15/2023 City Council Minutes.pdf](#)
[Civil Service Minutes 02-02-2023](#)

Civil Service Minutes - 05-03-2023

Sofi's Bakery LLC dba Delicias Bakery Liquor Application 2023.pdf

Casey's Store #3030 Liquor Application 2023.pdf

Al's Liquor Cigarette Permit 2023.pdf

Brew Midtown Cigarette Permit 2023.pdf

Hy-Vee Food Store Cigarette Permit 2023.pdf

Murphy USA #6923 Cigarette Permit 2023.pdf

Yesway #1169 Cigarette Permit 2023.pdf

Storm Lake, IA

Payment Date Range: 05/18/2023 - 06/07/2023



Vendor Name	Vendor Number	Payable Description	Total Payments
BVC			
4 Seasons Plumbing Heating & Cooling	002300	Kitchen Faucet Repairs	280.67
Buena Vista County Attorney	001144	Forfeiture 21-044246	267.13
Buena Vista County EMS Association	001543	FY2023 eDispatch Services	452.00
Buena Vista County Solid Waste	001035	City Wide Cleanup Disposal	3,715.05
Control System Specialists, LLC	001013	Space Temp Unit Installation	4,152.35
Micro Miracles	002322	Book	15.95
RR Electric LLC	001281	RR Heater Repairs	396.12
Storm Lake Garage Door Service, LLC	002067	Control Station	58.36
		BVC Total:	9,337.63
Contract/Agreement			
10th Street Townhomes LLLP	001620	2023 TIF Rebate Agreement	18,502.18
Empire Excavation	002241	Pay #3 of W 6th St Utility Ext	72,099.59
Local Government Professionals Services, LLC	001346	Grant Admin Services	4,000.00
SCE, LLC	001344	Well Road Culvert Repairs	1,177.50
Storm Lake Affordable Partners, LLC	001417	2023 TIF Rebate Agreement	16,920.33
Storm Lake Development Group, LLC	001619	2023 TIF Rebate Agreement	27,779.38
		Contract/Agreement Total:	140,478.98
Local			
A & A Automotive	001022	New Tire	209.36
Alliant Energy	001173	Gas Services	3,413.20
Arctic Glacier International Inc	001082	Ice	581.22
Arnold Motor Supply, LLP	001007	Supplies	886.12
Bomgaars Supply, Inc	001151	Supplies	3,337.13
Buena Vista Regional Medical Center	001124	4/12/2023- Muniz Testing	103.00
Culligan Water Storm Lake	001071	Water Supplies	26.25
Deere Credit, Inc	001188	Hose & Isolator Assembly	122.83
Hy-Vee, Inc	001152	Bottled Water	289.52
Iowa Office Supply Inc	001037	Office Supplies	244.79
King's Pointe Resort	001110	5/9/2023 150 Years Open House	1,325.00
L & G Products, Inc	001099	Seed	1,069.00
Loews Custom Carpets Inc	001412	Flooring Replacement	13,968.34
MidAmerican Energy Company	001074	Electric Services	53,917.99
North Lake Truck Repair	001177	Supplies	4.95
O'Reilly Automotive Inc	001108	Wiper Blades	166.14
Paxtons Jewelry	001143	New Plate	45.25
Plumbing & Heating Wholesale, Inc	001126	Bulkhead Fittings	214.05
Qwest Corporation	001070	Phone Service	253.90
Rebnord Technologies, Inc	001091	Lighthouse UPS for Elevator Comms	12,165.76
Redenbaugh Chiropractic, PC	001816	DOT Physical- Beckman	150.00
Reding's Gravel & Excavating Co., Inc	001132	Rock	231.00
Rent-All, Inc	001210	Trencher Rental	872.00
Robert Anson	001486	IPAA Conference Spring 2023	479.61
Smith Concrete Service Inc	001134	Concrete	1,424.69
St. Mary's School	001745	Spring 2023 Clean-Up Contribution	250.00
Stanton Electric, Inc	001264	Power Distribution Boxes	15,608.24
Storm Lake Hydraulics Co, Inc	001089	Supplies	40.27
Thomas John Flanigan	001733	Seeding- Radio Park LS	1,400.00
Vetter Equipment	001098	Supplies	58.99
Visual Edge Inc	001063	Copier Maintenance Agreement	228.88
WalMart #01-1526	001153	Supplies	363.96

Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Zone Home Entertainment, LLC	001419	Quote #Q-49 Down	50,654.35
		Local Total:	164,105.79
Non-Local			
ABC Pest Control, Inc	001078	Pest Control Services	274.40
ACCO Unlimited Corporation	002320	Pump	8,094.00
Ahlers & Cooney, P.C.	001023	Labor Relations	1,011.00
Alpha Wireless Communications	001105	Microphones	174.00
ATCO Manufacturing Company	002172	Degreaser	5,017.85
Atomic Music Group, LLC	002323	8/20/2023 Band Deposit	1,250.00
Austin K Aliq	002325	Fire Safety Trailer	3,500.00
Boji Portable Toilets Inc	001133	Portable Toilet Rental	610.00
BSN Sports, Inc	001617	Pickleball Nets & Posts	2,951.52
Central Iowa Distributing, Inc	001026	Cleaning Supplies	3,437.20
Chem-Sult, Inc	001337	Sodium Chlorite	4,331.52
Creative Services of New England	002310	Promo Badges	679.95
Diamond Vogel Paints	002035	6 Gallons of Paint	358.20
Eagle Engraving, Inc	002147	ID Tags	37.10
Ed M. Feld Equipment Company, Inc	001031	Trench Kit, Mulifore-Compact, and Hydrafusio	29,220.92
Education Speciality Publishing	002211	FD Kid Fest Items	1,681.50
ELM USA, Inc	002315	Supplies	51.99
Fire Service Training Bureau	001483	FF1- Lundberg	100.00
Fischer Bros, LLC	002308	Slide Exterior Restoration	57,414.50
Foundation Analytical Laboratory, Inc	001100	Testing Services	353.75
Getty Images (US), Inc.	001206	Istock Subscription	597.00
GL Ankeny Ford, LLC	002324	2023- F250- Parks (2)	171,127.88
GPM Environmental Solutions, LLC	001115	Service Call	1,373.99
Gumdrop Books	002316	Books	670.80
Hallett Materials	001428	Sand	1,174.68
Hawkins, Inc	001112	Hydo Acid	11,595.95
HD Supply, Inc	001336	Lab Supplies	595.42
H-O-H Water Technology, Inc	001400	Polymer	10,580.00
Iowa Dept of Justice	001350	Forfeiture 21-044246	113.80
Iowa Lakes Regional Water	001073	May 2023 Water Service	65.90
Iowa League of Cities	001117	FY2024 Mayor Assoc Dues	30.00
Iowa Stormwater Education Partnership	001208	SW Training	90.00
Island Sprinkler Supply Company	001289	Sprinkler Parts	2,344.56
James M. Sweeney & Associates, Inc	001101	Background Checks	74.50
Laurens House of Print Ltd	002161	Beach Balls for Kids Fest	1,790.01
Linde Inc	001111	Carbon Dioxide	2,442.00
MacQueen Equipment LLC	001881	Shear Pins	366.05
Marcus Lumber Company Corp	002011	Wood Supplies	193.73
Midwestern Mechanical of Iowa, Inc	001819	Repair & Replace Equip #3	67,093.22
Mississippi Lime Company	001095	Lime	24,816.14
Municipal Supply, Inc	001391	Ally Meters	23,105.64
Northern Balance & Scale, Inc	001651	Calibration Services	315.00
Northwest Iowa League of Cities	001118	5.11.2023 Meeting Reg	120.00
Outdoor Recreation Products	001135	Kiwanis Park Basketball Hoop	2,850.00
PageFreezer Software, Inc	001914	Public Records Compliance	1,738.80
Pattlen Enterprises, Inc	001184	Roller	87.36
Piper Sandler & Co	001422	5/31/2023 Dissemination Fee	1,000.00
Pitney Bowes Inc	001181	Postage	1,600.00
R & R Products, Inc	001299	Rollers	438.95
Rehab Systems Inc	001332	Televising	515.00
SGS, LLC	002126	Garbage Services	1,290.75
Siouxland Turf Products	001131	Chemicals	1,106.26
Stanard & Associates, Inc	001753	Testing Material	36.00
Steven A Beeck	001083	5/30/2023 Window Cleaning Services	41.00
SYS-KOOL, LLC	002318	Motor Assembly	9,224.98

Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Thompson Electric Company	001829	Cable Repairs	300.00
Underground Location Company	001194	Locate Services	126.00
Upper Des Moines Opportunity	001631	Spring 2023 City-Wide Cleanup Donation	1,615.00
UPS	001121	Shipping	78.85
W. W. Grainger, Inc	001085	Batteries	263.29
Winther, Stave & Co., LLP	001279	Final Audit Services	2,500.00
		Non-Local Total:	466,037.91
Payroll/Refunds			
Cody Cameron	002319	INOA Training Reimbursement	77.00
Glenn Schlessler	002077	Machine Oil Pump Reimbursement	14.56
Scott Mack	002149	Decommission P-26	1,228.50
Travis Beeck	002079	4/11/2023 Travel Reimb	393.00
		Payroll/Refunds Total:	<u>1,713.06</u>
		Grand Total:	781,673.37

King's Pointe Resort

Claims Publication

From 5/11/2023 to 5/31/2023

Vendor	Description	Amount
3E Company	Services	\$ 455.47
ACCO Unlimited Corporation	Supplies	\$ 1,109.67
Amazon Capital Services, Inc	Supplies	\$ 716.18
Amy Von Bank	Reimbursement	\$ 1,299.61
Arnold Motor Supply, LLP	Supplies	\$ 47.35
Cintas Corporation	Supplies	\$ 2,077.60
City of Storm Lake	Utilities	\$ 19.55
Crescent Electric Supply Company	Supplies	\$ 846.99
Culligan Water Conditioning	Supplies	\$ 387.17
Daniels Filter Service	Supplies	\$ 261.31
Doll Distribution	Beverages	\$ 2,242.75
GuestSupply	Supplies	\$ 852.49
Hard Tops of Iowa	Services	\$ 928.18
Hermel Wholesale	Food	\$ 362.60
Horwath Laundry Machinery Co.	Services	\$ 303.58
HyVee	Beverages	\$ 1,900.05
Imagine The Possibilities Inc	Services	\$ 150.00
Iowa Dept of Revenue	Taxes	\$ 27,328.01
Johnson Brothers	Beverages	\$ 2,001.80
Julius Cleaners	Services	\$ 150.00
Laurens House of Print, LTD	Supplies	\$ 172.50
Loews Carpet One	Services	\$ 90.26
Long Lines LLC	Utilities	\$ 900.45
Marcus Lumber Co	Supplies	\$ 27.96
Martin Brothers	Food	\$ 22,024.33
Melanders	Services	\$ 749.99
Mood Media North America Holding LLC	Services	\$ 119.45
Northern Lights	Supplies	\$ 269.69
Pepsi Beverages Company	Beverages	\$ 565.06
Pitney Bowes Inc	Supplies	\$ 81.93
Plumbing and Heating Wholesale, Inc.	Supplies	\$ 206.90
Rebnord Technologies, Inc.	Services	\$ 2,988.33
Rent-All Inc.	Services	\$ 322.54
RFID Hotel	Services	\$ 840.90
Schumacher Elevator Company	Services	\$ 1,186.26
SGS, LLC	Utilities	\$ 60.00
Shift 4	Services	\$ 774.08
Speed's Auto Supply Inc.	Services	\$ 14,012.82
Storm Lake Ace Hardware	Supplies	\$ 405.30
Storm Lake Rotary Club	Membership	\$ 125.00
Storm Lake Times	Services	\$ 176.00
Symmetry Energy Solutions LLC	Services	\$ 10,156.64

Sysco Iowa, Inc.	Food	\$ 5,028.56
Uline, Inc	Services	\$ 157.04
Verizon Wireless	Utilities	\$ 326.73
Vista Paints	Supplies	\$ 401.65
Vizergy	Services	\$ 1,241.45
W-O Payroll 5/11/2023	Payroll	\$ 103,277.18
W-O Payroll 5/24/2023	Payroll	\$ 107,780.33
		<u>\$ 317,909.69</u>

CITY OF STORM LAKE REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS, MAY 15, 2023, 5:00 PM

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

Staff Present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, King's Pointe Manager Amy Von Bank, Police Chief Chris Cole, Fire Chief Glenn Schlessler, Public Works Director Matt Beckman, Building and Code Compliance Director Scott Olesen, Library Director Elizabeth Huff, Development Services Specialist Lee Dutfield, Communications Coordinator Dana Larsen, Public Services Supervisor Scott Bonebrake, Public Services Supervisor Brandon Ripke, Finance Director Brian Oakleaf, Staff Accountant Tyler Gibbins and City Clerk Mayra Martinez.

Ryan Thompson with KAYL Radio and Amber Mohmand The Storm Lake Times Pilot.

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

Pledge of Allegiance

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

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

Hear the Public - Jim was disappointed that the Public Works drop off for garbage was closed at 3:00 pm when he went to drop off garbage. Jim asked if he and the other people who went to the drop off location if they could get a raincheck from the City for the last two hours they were closed. City Manager Keri Navratil replied that City employees and students who were working in the downpouring rain and it became a safety hazard and issue to continue working along with the tornado warning that had been declared. Navratil replied that there would be a discussion internally as to a rain date for the closure but unfortunately due to the amount of staff and all of the projects through Public Services and events we are unable to accommodate another weekend for a rain date. Navratil thanked all of the volunteers who worked in the morning and to staff who worked on Saturday and also to those who worked in the soaking rain.

Mayor Porsch read a proclamation proclaiming the week of May 21st, 2023 through May 27th, 2023 as National Public Works Week in the City of Storm Lake. Mayor Porsch thanked our Public Works Department and staff for all of the hard work you do for the City to keep the City functioning and safe.

Consent Agenda - Moved by Council Member Ricklefs to approve the List of Bills Check #'s 79868 through 79929, EFT #'s 1087, 4056 through 4114, DFT #'s 1871 through 1894, King's Pointe & Sunrise Pointe Disbursements, Approve May 1, 2023, City Council Minutes, acknowledge Library April 2023 minutes and Airport April 2023 minutes, acknowledge Civil Service February and May 2023 minutes, approve renewal liquor licenses for La Juanita, Valentina's, Hy-Vee #1634 and Hy-Vee Fast & Fresh, approve new cigarette permit for Sudee Asian Market, approve noise variance request for Summit Church, approve application for Mayor's Advisory Board – Anasara Henry to expire 06/30/2025, approve new Outside City Limits water contract – 187 South Cove Drive, approve Buy

Local information, and Storm Lake Police Department City Code Enforcement Update. Seconded by Council Member Martinez. Vote: All ayes. Motion carried.

Unfinished Business – None at this time.

New Business

Star Spangled Spectacular Requests - Moved by Council Member Rice to approve funding request and 28E Agreement with Star Spangled Spectacular. Seconded by Council Member Ricklefs. Vote: All ayes with Council Member Martinez abstained as she is a committee member for Star Spangled Spectacular. Motion carried.

West 6th Street Utilities - Moved by Council Member Martinez to adopt Resolution No. 61-R-2022-2023 approving Change Order No. 1 of \$13,450 increase to the contract for a total of \$242,268 to the 2022 West 6th Street Utilities extension project. Seconded by Council Member Rice. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 61-R-2022-2023

RESOLUTION ADOPTING CHANGE ORDER NO.1 FOR THE WEST 6TH STREET UTILITIES EXTENTION PROJECT

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the West 6th Street Utilities Extension Project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law; and

WHEREAS, a contract in the amount of \$228,818.00 was awarded to Empire Excavation for the project; and

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

Section 1. To approve Change Order No. 1 for the 2022 6th Street Utilities Extension Project is hereby approved in the amount of \$13,450.00 increasing the total contract price to \$242,268.00.

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

PASSED AND APPROVED this 15th day of May 2023.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Urban Renewal Tax Increment Revenue Capital Loan Notes, Series 2023A -

Moved by Council Member McKinney to adopt Resolution No. 62-R-2022-2023 directing the acceptance of a proposal to purchase \$5,805,000 taxable urban renewal tax increment revenue Capital Loan Notes, Series 2023A. Seconded by Council Member Ricklefs. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 62-R-2022-2023

**RESOLUTION DIRECTING THE ACCEPTANCE OF A
PROPOSAL TO PURCHASE \$5,805,000 TAXABLE URBAN
RENEWAL TAX INCREMENT REVENUE CAPITAL LOAN
NOTES, SERIES 2023A**

WHEREAS, the City of Storm Lake, sometimes hereinafter referred to as the City, is a municipal corporation duly incorporated, organized and existing under and by virtue of the Constitution and laws of the State of Iowa; and

WHEREAS, it is deemed necessary that the City should enter into a Loan Agreement and borrow the amount of \$5,805,000 as authorized by Chapters 384 and 403, Code of Iowa as amended; and

WHEREAS, a proposal has been received from Cedar Rapids Bank & Trust Co., of Cedar Rapids, Iowa; and

WHEREAS, it is the intention of this City Council to enter into a Loan Agreement in accordance with said proposal dated May 15, 2023.

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

Section 1. That this City Council does hereby accept the attached proposal of Cedar Rapids Bank & Trust Co., of Cedar Rapids, Iowa, and takes additional action to permit the entering into of a Loan Agreement.

Section 2. The Mayor and City Clerk are authorized and directed to proceed on behalf of the City to enter into such Loan Agreement, to negotiate the final terms of a Loan Agreement to take all action necessary to permit the entering into of a Loan Agreement on a basis favorable to the City and acceptable to the Purchaser, and to proceed to meet the conditions of this accepted proposal.

PASSED AND APPROVED this 15th day of May, 2023.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Water and Sewer Rate - Mayor Porsch opened the public hearing for ordinances changing water and sewer rates stating this was the time and place for any comments. Hearing no comments and no objections received prior to this public hearing from the Public or City Council, Mayor Porsch closed the public hearing.

Moved by Council Member Rice to approve first reading of Ordinance No. 13-O-2022-2023 providing for a new water rate schedule. Seconded by Council Member Martinez. Roll call vote: All ayes. Motion carried.

Moved by Council Member Ricklefs to approve first reading of Ordinance No. 14-O-2022-2023 providing for a new sewer rate schedule. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

City Attorney Resignation - Moved by Council Member Rice to acknowledge and accept the letter of resignation from City Attorney Phil Havens. Seconded by Council Member McKinney. Vote: All ayes. Motion carried.

Moved by Council Member Ricklefs to approve directing staff to start advertising for City Attorney services by request for qualifications sending to interested parties as well as advertising locally. Seconded by Council Member Martinez. Vote: All ayes. Motion carried.

Mayor Porsch thanked City Attorney Havens for his years of service to the City, and for the service he has provided the City.

Water Conservation Plan - Moved by Council Member Martinez to adopt Resolution No. 63-R-2022-2023 Water Conservation Plan for the City of Storm Lake. Seconded by Council Member Rice. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 63-R-2022-2023

WATER CONSERVATION PLAN FOR THE CITY OF STORM LAKE

As part of the Water Use Permit issued by the Iowa Department of Natural Resources, communities are required to adopt a water conservation plan to address their water needs and usage. It is important to note that the State of Iowa owns the water in Iowa and permits the use. Although water conservation plans are mandated by state legislation for water use permits, communities are encouraged to continue

practicing conservation measures even when drought conditions do not exist. This will ensure that future Water Use Permits are authorized.

Due to drought conditions, water shortages have occurred which present a hazard to the health, safety and welfare of the residents of this community. The following Water Conservation Plan is prepared for all the users of the City of Storm Lake water system to conserve water and cut water usage. This plan provides practical alternatives for daily water usage and consumption. Water usage can be minimized, and the unnecessary waste of water can be eliminated if the plan is followed.

Users of the City of Storm Lake water system shall follow this plan to preserve this precious resource. The plan's goal is to increase awareness of the water shortage to ensure that an adequate supply of quality water will be available to meet Storm Lake's drinking water demands.

The intent of this plan is to educate Storm Lake's water system users about water efficiency and conservation and to cut water usage. Steps will be taken to monitor water usage. If water usage does not decrease as a result of this plan, the City will mandate that water conservation measures are taken in order to ensure adequate water supply is available for the health and safety of water system users.

Level 1- Education and Public Information Water Efficiency

Starting May of each year there will be an increase of public outreach through print media, radio, Facebook, and City Website. Efforts may include partnerships with home builders, local nurseries, Iowa Central Community College, Buena Vista University, Tyson Foods, Storm Lake Community School District, and/or others.

Water saving appliances, installing water saving devices, repairing leaks and reusing water for other purposes are easy and effective practices to reduce water use.

LAWN and GARDEN

Water use on the lawn and garden naturally increases during the summer months. Much of this water is wasted due to poor watering methods. Between 20-50% of water used on outdoor landscape either evaporates or runs off. To reduce the frequency of lawn watering, the following methods should be used:

WATERING

To protect lawns from permanent damage, a light watering of about ½ inch every two weeks will be adequate. This practice may not keep the lawn green, but it will give the lawn enough moisture to keep the roots and crowns alive. The lawn will go dormant protecting itself by stopping growth and concentrating the moisture in its buds and other vital plant parts. A lawn can remain dormant for several months under this type of maintenance and recover reasonably well in the fall. If you must water the lawn, the best time to do so is early in the morning or early evening when evaporation is at a minimum.

MOWING

To minimize stress on your lawn during drought conditions, raise the height of your mower. The taller grass provides more protection for the moisture holding buds from the sun. This will result in less water for the lawn.

WEED CONTROL

Spot treatment of broadleaf weeds will reduce stress on your lawn. Avoid blanket applications to kill these weeds because this adds more stress to the lawn and require more watering.

MULCH

Use mulch to conserve moisture in your garden, planting beds, and around newly set trees. An organic mulch two to three inches deep will keep the soil damp and cool.

WATER SAVING HORTICULTURE

When you plant, plant hearty species that don't require as much water. Native plants usually don't require as much water and can withstand bright sunlight better.

BACKYARD POOLS

Cover pools when not in use to prevent evaporation and to keep them clean. Avoid filling pools too full to prevent splashing. Re-use water for watering plants, shrubs, and lawns when changing water in the pool.

WASHING VEHICLES

Another big user of water is washing cars. This activity should be kept at a minimum. Use a hose with an automatic shut-off and wash vehicles in grass so water is not wasted on concrete.

RAIN COLLECTION

Capture and recycle rainwater by placing barrels or buckets beneath your downspouts. Use it to water your lawn and landscape plants.

Level 2- Voluntary Water Conservation Emergency

The City's Average Daily flow is 3.5 Million Gallons a Day. Voluntary measures will go into effect starting when there is a consecutive five (5) day period that the water plant operates at 4.6 MGD or if the City Manager deems an emergency. If these voluntary steps do not achieve 15% reduction in water usage, the City will invoke Level 3. A Voluntary Water Emergency will be issued by a Mayoral or City Manager Proclamation.

The City will:

- Minimize hydrant flushing
- Minimize street flushing
- Minimize sewer flushing
- Minimize washing City vehicles
- Minimize fire flow test and fire training
- Reduce lawn sprinkling on City property, ballfields and golf course using City Water
 - No watering allowed on days proclaimed by the Mayor or City Manager
 - Lawns and flower beds should NOT be watered between the hours of 10:00 a.m.-5:00 p.m.
- Lawns and flower beds should NOT be watered between the hours of 10 a.m.-5:00 p.m.
- Issue permits to residents for new sod or grass seed
- Issue permits for power washing buildings and concrete
- Issue permits for outdoor swimming pool filling
- Notify contract water users of voluntary measures

Storm Lake Water Users shall:

- Minimize Car washing . If washing vehicles is necessary, use a hose that is equipped with an automatic shut-off nozzle and wash vehicles on lawns to ensure water is not wasted on concrete.
- No watering allowed on days and times proclaimed by the Mayor or City Manager
- Lawns and flower beds should NOT be watered between the hours of 10 a.m.-5:00 p.m.
- Permits will be needed for outdoor swimming pools. Pools may be filled between the hours of 8:00 p.m.-8:00 a.m.
- No watering during rain or high wind
- Minimize power washing sidewalks, buildings and driveways

Level 3- Mandatory Water Conservation- Municipal infractions will be issued for violations

Mandatory measures will go into effect starting when there is consecutive five (5) day period that the water plant operates at over 4.6 MGD or when the City Manager deems an emergency. If these mandatory steps do not achieve 20% reduction in water usage, the City will invoke Level 4. A Mandatory Water Emergency will be issued by a Mayoral or City Manager Proclamation.

The City Will:

- Curtail all street flushing (except for emergencies)
- Curtail sewer flushing (except for emergencies)
- Curtail hydrant flushing(except for emergencies)
- Curtail washing City vehicles
- Curtail fire flow tests and fire training
- Curtail various fountains
- Curtail lawn sprinkling on City Property and ballfields
- Minimally water golf course greens
- No permit will be issued for new sod or grass seed
- No permit will be issued for power washing building and concrete
- Issue municipal infraction for violators

Storm Lake Water Users Shall:

- Water on days proclaimed by the Mayor or City Manager
- Minimize car washing.
- No water shall be used to clean driveways and sidewalks. Use a broom instead of water to clean patios, sidewalks and driveways.
- No water shall be used to power wash buildings
- No Watering lawns or flower beds between the hours of 10 a.m.-5:00 p.m.
- Outdoor pools may only be filled between the hours of 8:00 p.m. 10:00 p.m. with a permit
- Minimize power washing sidewalks, buildings and driveways
- Using drinking water resources for dust control or construction purposes
- Automatic car washes will assist the City as best they can at reducing water usage.

Level 4- Declaration of Water Emergency will be declared by the City Manager

When the plant reaches maximum capacity 5MGD a water emergency will be declared.

The City Shall:

- Eliminate all street flushing (except for emergencies)
- Eliminate sewer flushing (except for emergencies)
- Eliminate hydrant flushing (except for emergencies)
- Eliminate washing City vehicle.
- Eliminate fire flow tests and fire training.
- Eliminate use of fountains
- Eliminate lawn sprinkling on City Property and ballfields.
- Issue municipal infractions for violators

Storm Lake Water Users Shall:

- Eliminate all lawn and flower bed watering.
- Eliminate filling outdoor swimming pools.
- Eliminate car washing.
- Eliminate water for cleaning driveways and sidewalks
- Eliminate use of fountains
- Automatic car washes will be asked to shut down or cut back on production

PASSED AND APPROVED this 15th day of May 2023.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Downtown Master Plan Work Session - Development Services Specialist Lee Dutfield presented to City Council the completed Storm Lake Downtown Master Plan and introduced to Council Danielle Propst the planner with ISG. Diane reviewed the master plan and answered questions from City Council members. City Manager advised Council members to review the plan and any changes can be made at the June 5th Council meeting before adopting the Downtown Master Plan.

Fee Resolution Work Session

City Clerk Mayra Martinez presented to City Council the Administration fees regarding transient and solicitor fees, postage fees, shelter house fees and informed them of changes to the fee structures in part due to comparisons to cities of similar size.

Building and Code Compliance Director Scott Olesen informed Council that due to changes in fees to the Building Code and Compliance fees over the last two years and recommended no changes to fees at this time.

Assistant City Manager David Derragon presented street cuts and replacement fees via Public Services to the Council. He informed Council that the fee is determined via the cost to do this work and informed Council that the current fee is adequate and advises no change to these fees.

Council Requested Item – None at this time.

Council Member Martinez asked if the city could require that people not park on the grass at Frank Starr Park while using the park during events. City Manager Keri Navratil stated that we are reviewing and working on the park reservation agreements and updating them and could add this to the agreement.

Adjourn -Moved by Council Member McKinney to adjourn at 6:18 pm. Seconded by Council Member Ricklefs. Vote: All ayes. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

CITY OF STORM LAKE CONFERENCE ROOM CIVIL SERVICE MEETING, FEBRUARY 2, 2023, 4:00 PM

Present: Member Dan Richardson and Nancy Johnson. Absent: Member Di Daniels.

Others Present: Mayra Martinez, and Chris Cole.

Commissioner Richardson called the meeting to order at 4:05pm

Minutes - Moved by Commissioner Johnson to approve January 24, 2023 Minutes Seconded by Commissioner Richardson. Vote: All aye with Commissioner Di Daniels absent. Motion carried.

Patrol Officer Rank Eligibility List - Moved by Commissioner Johnson to approve new Eligibility List for Patrol Officer Rank Seconded by Commissioner Richardson. Vote: All ayes with Commissioner Di Daniels absent. Motion carried.

Adjourn - Moved by Commissioner Johnson to adjourn at 4:07 pm Seconded by Commissioner Richardson. Vote: All ayes with Commissioner Di Daniels absent. Motion carried.

CITY OF STORM LAKE CONFERENCE ROOM CIVIL SERVICE MEETING, MAY 3, 2023, 4:00 PM

Present: Member Dan Richardson, Di Daniels and Nancy Johnson. Absent: none.

Others Present: Mayra Martinez, and Glen Schlessner.

Commissioner Richardson called the meeting to order at 4:00pm

Minutes - Moved by Commissioner Johnson to approve February 2, 2023, Minutes. Seconded by Commissioner Daniels. Vote: All ayes. Motion carried.

Fire Captain Eligibility List - Moved by Commissioner Johnson to approve new Eligibility List for Fire Captain rank which includes Josh Fevold. Seconded by Member Daniels. Vote: All ayes. Motion carried.

Adjourn - Moved by Commissioner Member Johnson to adjourn at 4:02 pm Seconded by Commissioner Member Daniels. Vote: All ayes. Motion carried.



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
SOFI'S BAKERY, LLC	Delicias	(712) 213-3716		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1118 Lake Ave N		Storm Lake	Buena Vista	50588
MAILING ADDRESS	CITY	STATE	ZIP	
1114 630th St	Storm Lake	Iowa	50588	

Contact Person

NAME	PHONE	EMAIL
Alberto Tello	(641) 373-2171	alberto@tellollc.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0048427	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
June 21, 2023	June 20, 2024	

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Alberto Tello	Storm Lake	Iowa	50588	Owner	100.00	No

Insurance Company Information

INSURANCE COMPANY

Farm Bureau Financial Services

POLICY EFFECTIVE DATE

June 21, 2023

POLICY EXPIRATION DATE

June 21, 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	NAME OF BUSINESS(DBA)	BUSINESS		
CASEY'S MARKETING COMPANY	CASEY'S GENERAL STORE #3030	(712) 254-8168		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
825 FLINDT DR		Storm Lake	Buena Vista	50588
MAILING ADDRESS	CITY	STATE	ZIP	
1 SE CONVENIENCE BLVD	Ankeny	Iowa	50021	

Contact Person

NAME	PHONE	EMAIL
Madison Paulson	(515) 381-5974	madi.paulson@caseys.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003538	Class E Retail Alcohol License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
July 21, 2023	July 20, 2024	

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
DOUGLAS BEECH	Ankeny	Iowa	50021	ASSISTANT SECRETARY	0.00	Yes
SAMUEL JAMES	Ankeny	Iowa	50021	PRESIDENT	0.00	Yes
BRIAN JOHNSON	Johnston	Iowa	50131	VICE PRESIDENT	0.00	Yes
SCOTT FABER	Johnston	Iowa	50131	SECRETARY	0.00	Yes
ERIC LARSEN	ANKENY	Iowa	50023	TREASURER	0.00	Yes
42-0935283 Casey's General Stores, Inc.	ANKENY	Iowa	50021	OWNER	100.00	Yes
JESSICA GENERAL STORES	Urbandale	Iowa	50322			
Carla Heckman						



Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Al's Liquor

Physical location address: 215 W Milwaukee Ave City: Storm Lake ZIP: 50588

Mailing address: 216 E Milwaukee Street City: Spencer State: IA ZIP: 51301

Business phone number: 712-732-6223

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Central Mart LLC

Mailing address: 216 E Milwaukee Street City: Spencer State: IA ZIP: 51301

Phone number: 712-262-2921 Fax number: 712-262-6238 Email: alaire@brewoil.co

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store

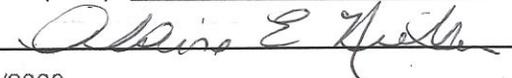
Has vending machine that assembles cigarettes Other _____

If application is approved and permit 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 Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Alaire Nielsen

Name (please print): _____

Signature: 

Signature: _____

Date: 5/23/2023

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

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: _____
- Fill in the permit number issued by the city/county: FY 23-24-3
- Fill in the name of the city or county issuing the permit: City of Storm Lake
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division 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. 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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Brew Midtown
Physical location address: 1100 E 5th Street City: Storm Lake ZIP: 50588
Mailing address: 216 E Milwaukee Street City: Spencer State: IA ZIP: 51301
Business phone number: 712-732-1000

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Royal Investments LLC
Mailing address: 216 E Milwaukee Street City: Spencer State: IA ZIP: 51301
Phone number: 712-262-2921 Fax number: 712-262-6238 Email: alaira@brewoil.co

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit 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 Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Alaira Nielsen Name (please print): _____
Signature: *Alaira E Nielsen* Signature: _____
Date: 5/23/2023 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

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: _____
- Fill in the permit number issued by the city/county: FY 23-24-4
- Fill in the name of the city or county issuing the permit: City of Storm Lake
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division 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. 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

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Hy-Vee Food Store
Physical location address: 1250 N. Lake Ave City: Storm Lake ZIP: 50588
Mailing address: 5820 Westown Pkwy City: West Des Moines State: IA ZIP: 50266
Business phone number: 712-732-5628

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Hy-Vee, Inc.
Mailing address: 5820 Westown Pkwy City: West Des Moines State: IA ZIP: 50266
Phone number: 515-267-2800 ext 4216 Fax number: _____ Email: knylen@hy-vee.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other _____

If application is approved and permit 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 Owner(s), Partner(s), or Corporate Official(s)

Name (please print): _____
Signature: [Handwritten Signature]
Date: 3/19/23

Name (please print): ANDREW SCHROEDER
Signature: Senior Vice President,
Accounting, Controller
Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

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: _____
- Fill in the permit number issued by the city/county: FY 23-24-1
- Fill in the name of the city or county issuing the permit: City of Storm Lake
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division 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. 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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Murphy USA #6923

Physical Location Address 1829 Lake Ave. City Storm Lake ZIP 50588

Mailing Address Attn: Permits, PO Box 7300 City El Dorado State AR ZIP 71731

Business Phone Number 712-732-2717

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Murphy Oil USA, Inc.

Mailing Address PO Box 7300 City El Dorado State AR ZIP 71731

Phone Number 870-881-6679 Fax Number 870-875-7670 Email permits_licensing@murphyusa.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store

Grocery store Hotel/motel Liquor store Restaurant Tobacco store

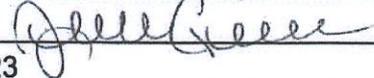
Has vending machine that assembles cigarettes Other

If application is approved and permit 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 Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Jerri Greer

Name (please print) _____

Signature 

Signature _____

Date 04/20/2023

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

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: _____
- Fill in the permit number issued by the city/county: FY 23-24-5
- Fill in the name of the city or county issuing the permit: City of Storm Lake
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division 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. 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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: Yesway #1169

Physical location address: 1101 Lake Avenue City: Storm Lake ZIP: 50588

Mailing address: 2301 Eagle Parkway, Suite 100 City: Fort Worth State: TX ZIP: 76177

Business phone number: (712) 732-2821

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP BW Gas & Convenience Retail, LLC

Mailing address: 2301 Eagle Parkway, Suite 100 City: Fort Worth State: TX ZIP: 76177

Phone number: (682) 428-2400 Fax number: Email: BWGas.Permits@yesway.com

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

If application is approved and permit 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 Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Thomas Brown

Name (please print):

Signature:

Signature:

Date: 7/12/2023

Date:

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

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:
Fill in the permit number issued by the city/county: FY-23-24-6
Fill in the name of the city or county issuing the permit: City of Storm Lake
New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division 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. 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

Staff Summary

06/05/2023
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: Chris Cole Police Chief

SUBJECT: **Tyson Noise Variance And Road Closure Request**

BACKGROUND:

Tyson's Bright Blue Clinic located at 610 Geneseo Street has requested a road closure and noise variance for amplified music / announcements for an open house on Friday June 9th from 9:00AM to 6:00PM. They are requesting to park a refer trailer on the street to hand out frozen Tyson product to staff.

They further plan on serve grilled food (hot dogs and burgers or roast beef sandwiches) at the event.

They further requested to place a canopy in the front of some parking stalls for the food and gifts.

The point of contact is Walter DeBock 919 584-0470

FISCAL IMPACT: None

RECOMMENDATION: Approve Request upon receipt of appropriate insurance certificates

ATTACHMENTS:

Staff Summary

06/05/2023
Agenda Item # D.3.



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

REPORT TO: Honorable Mayor & Council
FROM: Tyler Gibbins Staff Accountant
SUBJECT: Utility Billing Uncollectible Accounts

BACKGROUND:

Per the State of Iowa Auditor's Office, we are required to maintain a listing of all delinquent and uncollectible accounts.

The two most common causes of delinquent accounts are (1) the customer and/or business FIN the utility account was set up under has filed for bankruptcy and (2) persons leave town without paying their final bill and/or provide us with a forwarding address. If a delinquent account has a balance over \$50.00, the City provides them to the State of Iowa through the Income Offset program. Uncollectible account are persons who have not provided us forwarding information, causing unsuccessful attempts to make contact, with a balance less than \$50.00.

The current balance of the uncollectible accounts is \$390.32. This balance is made up of 19 accounts.

FISCAL IMPACT: There is no fiscal impact as the \$390.32 balance is in an accounts receivable ledger account which does not fiscally impact the general ledger.

RECOMMENDATION: Review and Approve.

ATTACHMENTS:

Staff Summary

06/05/2023
Agenda Item # D.4.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez City Clerk

SUBJECT: **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.

During Fiscal Year 2022-2023, 320 tickets were picked up and \$581 were submitted for reimbursement with an overlap of tickets submitted from FY 2021-2022. In the FY 2022-2023 budget the City has allocated 3,000 discounted tickets for the program.

Attached are the agreements for Council's consideration for both RIDES and Storm Lake Cab. The new tickets are good thru June 30, 2024 or until we run out whichever occurs first. Tickets are available at City Hall during normal business hours. More promotional reminders will be distributed to capture the Storm Lake residents interest.

FISCAL IMPACT: The total cost of the discount coupon program to the City of Storm Lake is \$3,500 which includes a maximum of \$3,000 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:

[RIDES Agreement](#)
[Storm Lake Taxi Cab Agreement](#)

Agreement
Between the City of Storm Lake and RIDES

This agreement shall be enforce beginning on July 1, 2023 and ending on June 30, 2024 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, 2023 through June 30, 2024.

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

The CITY shall institute a Discount Coupon Program to commence beginning July 1, 2023 and running through June 30, 2024, 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, 2024" and shall not be accepted after June 30, 2024.
- 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, 2023 (Reporting Period – July 1, 2023 to September 30, 2023)

January 15, 2024 (Reporting Period – October 1, 2023 to December 31, 2023)

April 15, 2024 (Reporting Period – January 1, 2024 to March 31, 2024)

July 7, 2024 (Reporting Period – April 1, 2024 to June 30, 2024)

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, 2023 and ending on June 30, 2024 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, 2023 through June 30, 2024.

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

The CITY shall institute a Discount Coupon Program to commence beginning July 1, 2023 and running through June 30, 2024, 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, 2024" and shall not be accepted after June 30, 2024.
- 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, 2023 (Reporting Period – July 1, 2023 to September 30, 2023)

January 15, 2024 (Reporting Period – October 1, 2023 to December 31,2023)

April 15, 2024 (Reporting Period – January 1, 2024 to March 31, 2024)

July 7, 2024 (Reporting Period – April 1, 2024 to June 30, 2024)

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 loses, 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

06/05/2023

Agenda Item # D.5.



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

REPORT TO: Honorable Mayor & Council
FROM: Tyler Gibbins Staff Accountant
SUBJECT: Motion to Approve 28E Agreements for Outside Agency Funding in FY2024

BACKGROUND:

Pursuant the State Auditor’s Office and the City of Storm Lake’s Outside Agency funding requirements, 28E Agreements are required for all public funds provided to a private entity.

During the FY024 budget process, council awarded the following in Outside Agency Funding beginning July 1st, 2023:

- Imagine the Possibilities- \$500 towards Water Park Passes.
- Upper Des Moines Opportunity- \$15,000 towards assistance to the economically disadvantaged persons in the City of Storm Lake.
- Witter Gallery- \$10,00 for Mosaic Art matching funds and \$7,500 as matching funds for flooring replacement.

FISCAL IMPACT: These funding requests were approved during the FY2024 budget process and will come from the general fund.

RECOMMENDATION: Approve the attached 28E Agreements in accordance with the guidance of the State Auditor’s Office.

ATTACHMENTS:

- [Imagine the Possibilities 28E Agreement.pdf](#)
- [UDMO 28E Agreement.pdf](#)
- [Storm Lake Public Library Gallery Guild 28E Agreement.pdf](#)

AGREEMENT

Pursuant to Chapter 28E of the Code of Iowa, the following Agreement is reached between the City of Storm Lake, Iowa (the “City”) and Imagine the Possibilities, Inc., an Iowa nonprofit corporation (the “Corporation”).

Background

Governments are prohibited from making direct donations and in-kind contributions to non-profit entities under Article III, Section 31 of the Iowa Constitution. The Iowa Attorney General has issued numerous opinions stating the same. However, there are two situations in which public funds may be provided to a non-profit entity: 1) when the payment is for economic development purposes as outlined in Chapter 15A of the Code of Iowa, specifically Chapter 15A.1(1)(a), 15A.1(1)(b), and Chapter 15A.2. or 2) when the government enters into a contract for services with the non-profit entity. The State of Iowa Auditor advises governments to comply with the following best practices to legally and effectively work with non-profit entities:

- a. Agreements should be reduced to a written contract, not a verbal agreement or a motion or resolution in the minutes. However, the contract should then be approved in the minutes and the public purpose for the expenditure of the tax dollars in question should be clearly documented in the minutes.
- b. The responsibilities of each party to the contract should be plain, detailed, and unambiguous.
- c. There should be clear language as to how much the government is paying, the schedule of payments, and what the government (or the public) is receiving from the entity in return. Overall, consideration should be balanced for each party and the government should seek the highest value possible for taxpayers.
- d. When a government contracts with an entity and the entity is not providing a clear service directly to the government but rather the service is to the public, the public benefit will be the “consideration,” or benefit, the government receives under the contract. The contract should make clear how the public (as a whole) is benefitting.
- e. The total cost of the contract and required supporting invoices and documentation should be clearly defined. The government should ensure it is not overpaying for the product or services received. For example, if, under the contract, the entity is to provide X number of meals to homebound people, the contract should clearly state how the public is benefitting as a whole and clearly state what documentation is required to support the number of meals provided.

- f. All contracts should include a requirement for the entity to account to the government for the public funds and how they are spent to meet the state public purpose requirement. The form and frequency of that accounting should be clear in the contract.
- g. The contract should be signed by a representative of the government and a representative of the entity.

The purpose of outside agency funding is to invest in agencies that provide vital services or activities to promote the quality of life for Storm Lake residents. Organizations that are eligible to receive funding are civic organizations, recreational/arts and culture organizations, and social service agencies.

Terms of Agreement

Therefore, in consideration of the mutual promises and assurances made herein, the City and the Imagine the Possibilities agree as follows:

1. The Corporation shall provide an invoice to the City equal to the amount that was awarded to the Corporation by the City Council during each budget cycle. Funds awarded to the Corporation shall not be available until after July 1 each year.
2. The Corporation shall make every effort to purchase locally when using funds provided by the City of Storm Lake. If a purchase is not made locally, the Corporation shall give written notification to the City Manager detailing the purchase and the reason the purchase was not made locally.
3. The Corporation shall be and remain a nonprofit 501(c)3 corporation in good standing with the State of Iowa, with a stated purpose of providing community-based services to persons with disabilities. The Corporation's activities shall be overseen by a board of directors, the list of whose members shall be public. The Corporation shall provide community-based services in Storm Lake, Iowa to persons with disabilities.
4. The funds paid by the City to the Corporation under this Agreement shall not be commingled with other funds of the Corporation and shall be accounted for separately by the Corporation. If the City's Finance director determines that such funds were commingled with other funds of the Corporation or were used contrary to the terms of this Agreement or applicable laws and ordinances, the City Council of the City may, in its sole discretion, terminate this Agreement immediately and direct the City Manager to so notify the Corporation in writing. The notice containing the notification of termination shall be sent by certified United States Postal Service mail, return receipt requested, and by ordinary United States Postal Service mail, by depositing the notice in envelopes properly addressed to the address shown below for the Corporation, with

proper postage affixed, in a United States Postal Service mail depository.

5. This Agreement will terminate when any one of the following conditions exists: a) the the Corporation voluntarily dissolves its corporate status; b) the Corporation loses its 501(c)3 tax-exempt status; c) thirty days after the City mails a notice of termination of this Agreement to the Corporation by certified United States Postal Service mail, return receipt requested, and by ordinary United States Postal Service mail, by depositing the notice in envelopes properly addressed to the Corporation at its address shown below, with proper postage affixed, in a United States Postal Service mail depository; or d) the Agreement is terminated as provided in Paragraph 4 above.
6. If this Agreement is terminated for any reason, then, within sixty days of such termination, the Corporation shall return to the City any unused City-provided funds. No City-provided funds shall be used the Corporation after it receives notice of the termination of this Agreement or has actual notice of the termination of this Agreement, whichever is sooner, except that the Corporation may use City-provided funds for expenses for which the Corporation is otherwise authorized by this Agreement to use City-provided funds if the Corporation incurred such expenses under a written contract entered into before it received notice of a termination of this Agreement and before it had actual notice of such a termination.
7. The City Manager of the City shall administer this agreement.
8. This Agreement supersedes any previous agreements between the City and the Corporation that bear on the Corporation's use of funds awarded by the City for a fiscal year.

Dated: May 3, 2023.

CITY OF STORMLAKE, IOWA

By: _____
Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

IMAGINE THE POSSIBILITIES, INC.

By: Megan Simmons
~~Anita Schlender, Director of Services~~ Megan Simmons, Chief Financial Officer

ATTEST:

Anita Schlender
Anita Schlender - Director of Services - ITP

Addresses of Parties for Notices:

City of Storm Lake, Iowa
Att: City Clerk
City Hall
620 Erie Street
PO Box 1086
Storm Lake, IA 50588

Imagine The Possiblites, Inc.
Anita Schlender
1607 N Lake Ave
Storm Lake, IA 50588

AGREEMENT

Pursuant to Chapter 28E of the Code of Iowa, the following Agreement is reached between the City of Storm Lake, Iowa (the “City”) and Upper Des Moines Opportunity, Inc., an Iowa nonprofit corporation (the “Corporation”).

Background

Governments are prohibited from making direct donations and in-kind contributions to non-profit entities under Article III, Section 31 of the Iowa Constitution. The Iowa Attorney General has issued numerous opinions stating the same. However, there are two situations in which public funds may be provided to a non-profit entity: 1) when the payment is for economic development purposes as outlined in Chapter 15A of the Code of Iowa, specifically Chapter 15A.1(1)(a), 15A.1(1)(b), and Chapter 15A.2. or 2) when the government enters into a contract for services with the non-profit entity. The State of Iowa Auditor advises governments to comply with the following best practices to legally and effectively work with non-profit entities:

- a. Agreements should be reduced to a written contract, not a verbal agreement or a motion or resolution in the minutes. However, the contract should then be approved in the minutes and the public purpose for the expenditure of the tax dollars in question should be clearly documented in the minutes.
- b. The responsibilities of each party to the contract should be plain, detailed, and unambiguous.
- c. There should be clear language as to how much the government is paying, the schedule of payments, and what the government (or the public) is receiving from the entity in return. Overall, consideration should be balanced for each party and the government should seek the highest value possible for taxpayers.
- d. When a government contracts with an entity and the entity is not providing a clear service directly to the government but rather the service is to the public, the public benefit will be the “consideration,” or benefit, the government receives under the contract. The contract should make clear how the public (as a whole) is benefitting.
- e. The total cost of the contract and required supporting invoices and documentation should be clearly defined. The government should ensure it is not overpaying for the product or services received. For example, if, under the contract, the entity is to provide X number of meals to homebound people, the contract should clearly state how the public is benefitting as a whole and clearly state what documentation is required to support the number of meals provided.

- f. All contracts should include a requirement for the entity to account to the government for the public funds and how they are spent to meet the state public purpose requirement. The form and frequency of that accounting should be clear in the contract.
- g. The contract should be signed by a representative of the government and a representative of the entity.

The purpose of outside agency funding is to invest in agencies that provide vital services or activities to promote the quality of life for Storm Lake residents. Organizations that are eligible to receive funding are civic organizations, recreational/arts and culture organizations, and social service agencies.

Terms of Agreement

Therefore, in consideration of the mutual promises and assurances made herein, the City and Upper Des Moines Opportunity, Inc. agree as follows:

1. The Corporation shall provide an invoice to the City equal to the amount that was awarded to the Corporation by the City Council during each budget cycle. Funds awarded to the Corporation shall not be available until after July 1 each year.
2. The Corporation shall make every effort to purchase locally when using funds provided by the City of Storm Lake. If a purchase is not made locally, the Corporation shall give written notification to the City Manager detailing the purchase and the reason the purchase was not made locally.
3. The Corporation shall be and remain a nonprofit 501(c)3 corporation in good standing with the State of Iowa. The Corporation's activities shall be overseen by a board of directors, the list of whose members shall be public. The Corporation shall provide assistance to the economically disadvantaged person in the City of Storm Lake and provide any other social services in the City of Storm Lake consistent with its corporate purpose.
4. The funds paid by the City to the Corporation under this Agreement shall not be commingled with other funds of the Corporation and shall be accounted for separately by the Corporation. If the City's Finance director determines that such funds were commingled with other funds of the Corporation or were used contrary to the terms of this Agreement or applicable laws and ordinances, the City Council of the City may, in its sole discretion, terminate this Agreement immediately and direct the City Manager to so notify the Corporation in writing. The notice containing the notification of termination shall be sent by certified United States Postal Service mail, return receipt requested, and by ordinary United States Postal Service mail, by depositing the notice in envelopes properly addressed to the address shown below for the Corporation, with

proper postage affixed, in a United States Postal Service mail depository.

5. This Agreement will terminate when any one of the following conditions exists: a) the the Corporation voluntarily dissolves its corporate status; b) the Corporation loses its 501(c)3 tax-exempt status; c) thirty days after the City mails a notice of termination of this Agreement to the Corporation by certified United States Postal Service mail, return receipt requested, and by ordinary United States Postal Service mail, by depositing the notice in envelopes properly addressed to the Corporation at its address shown below, with proper postage affixed, in a United States Postal Service mail depository; or d) the Agreement is terminated as provided in Paragraph 4 above.
6. If this Agreement is terminated for any reason, then, within sixty days of such termination, the Corporation shall return to the City any unused City-provided funds. No City-provided funds shall be used the Corporation after it receives notice of the termination of this Agreement or has actual notice of the termination of this Agreement, whichever is sooner, except that the Corporation may use City-provided funds for expenses for which the Corporation is otherwise authorized by this Agreement to use City-provided funds if the Corporation incurred such expenses under a written contract entered into before it received notice of a termination of this Agreement and before it had actual notice of such a termination.
7. The City Manager of the City shall administer this agreement.
8. This Agreement supersedes any previous agreements between the City and the Corporation that bear on the Corporation's use of funds awarded by the City for a fiscal year.

Dated: _____, 2023.

CITY OF STORMLAKE, IOWA

By: _____
Michael Porsch, Mayor

ATTEST:

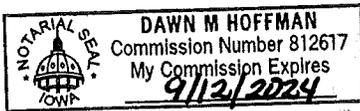
Mayra A. Martinez, City Clerk

UPPER DES MOINES OPPORTUNITY, INC.

By: *Julie Edwards*
Julie Edwards, Executive Director

ATTEST:

Dawn M. Hoffman, Admin Assistant
Notary Public



Addresses of Parties for Notices:

City of Storm Lake, Iowa
Att: City Clerk
City Hall
620 Eric Street
PO Box 1086
Storm Lake, IA 50588

**Upper Des Moines
Opportunity, Inc.**
Alisa Schlieff
620 Michigan Street
Storm Lake, IA 50588

AGREEMENT

Pursuant to Chapter 28E of the Code of Iowa, the following Agreement is reached between the City of Storm Lake, Iowa (the “City”) and the Storm Lake Public Library Gallery Guild, Inc., doing business as the Witter Gallery (the “Guild”).

Background

Governments are prohibited from making direct donations and in-kind contributions to non-profit entities under Article III, Section 31 of the Iowa Constitution. The Iowa Attorney General has issued numerous opinions stating the same. However, there are two situations in which public funds may be provided to a non-profit entity: 1) when the payment is for economic development purposes as outlined in Chapter 15A of the Code of Iowa, specifically Chapter 15A.1(1)(a), 15A.1(1)(b), and Chapter 15A.2. or 2) when the government enters into a contract for services with the non-profit entity. The State of Iowa Auditor advises governments to comply with the following best practices to legally and effectively work with non-profit entities:

- a. Agreements should be reduced to a written contract, not a verbal agreement or a motion or resolution in the minutes. However, the contract should then be approved in the minutes and the public purpose for the expenditure of the tax dollars in question should be clearly documented in the minutes.
- b. The responsibilities of each party to the contract should be plain, detailed, and unambiguous.
- c. There should be clear language as to how much the government is paying, the schedule of payments, and what the government (or the public) is receiving from the entity in return. Overall, consideration should be balanced for each party and the government should seek the highest value possible for taxpayers.
- d. When a government contracts with an entity and the entity is not providing a clear service directly to the government but rather the service is to the public, the public benefit will be the “consideration,” or benefit, the government receives under the contract. The contract should make clear how the public (as a whole) is benefitting.
- e. The total cost of the contract and required supporting invoices and documentation should be clearly defined. The government should ensure it is not overpaying for the product or services received. For example, if, under the contract, the entity is to provide X number of meals to homebound people, the contract should clearly state how the public is benefitting as a whole and clearly state what documentation is required to support the number of meals provided.

- f. All contracts should include a requirement for the entity to account to the government for the public funds and how they are spent to meet the state public purpose requirement. The form and frequency of that accounting should be clear in the contract.
- g. The contract should be signed by a representative of the government and a representative of the entity.

The purpose of outside agency funding is to invest in agencies that provide vital services or activities to promote the quality of life for Storm Lake residents. Organizations that are eligible to receive funding are civic organizations, recreational/arts and culture organizations, and social service agencies.

Terms of Agreement

Therefore, in consideration of the mutual promises and assurances made herein, the City and the Guild agree as follows:

1. The Guild shall provide an invoice to the City equal to the amount that was awarded to the Guild by the City Council during each budget cycle. Funds awarded to the Guild shall not be available until after July 1 each year.
2. The Guild shall make every effort to purchase locally. If a purchase is not made locally, the Guild shall give written notification to the City Manager detailing the purchase so made and the reason the purchase was not made locally.
3. The Guild shall be and remain a nonprofit 501(c)3 corporation in good standing with the State of Iowa, with a stated purpose of enhancing the arts within the City of Storm Lake. The Guild's activities shall be overseen by a board of directors, the list of whose members shall be public. The daily operations of the Gallery shall be managed by a Gallery Director, who reports to the Guild. The Guild shall provide community based programs that promote learning about art and culture.
4. The funds paid by the City to the Guild under this Agreement shall not be commingled with other funds of the Guild, shall be accounted for separately by the Guild, and shall be used by the Guild only for interior maintenance and repairs, including but not limited to grant match, art programming, maintenance and repair of lighting, flooring, interior walls, and electrical systems, and for interior capital improvement projects the Guild desires as long as such maintenance, repairs, and capital improvement projects are compliant with the laws of Iowa and local applicable ordinances. On or before July 31 of each calendar year, the Guild shall submit a report to the City's Finance Director detailing how the funds were used during the fiscal year ending on the preceding June 30 and reporting the balance of City-provided funds held by the Guild as of the end of such fiscal year. The City's Finance Director will review the report and determine if the funds were used in compliance with this Agreement, the laws of Iowa and local ordinances. If the City's Finance director determines that such funds were commingled with other funds of the Guild or were used contrary to the terms of this

Agreement or applicable laws and ordinances, the City Council of the City may, in its sole discretion, terminate this Agreement immediately and direct the City Manager to so notify the Guild in writing. The notice containing the notification of termination shall be sent by certified United States Postal Service mail, return receipt requested, and by ordinary United States Postal Service mail, by depositing the notice in envelopes properly addressed to the address shown below for the Guild, with proper postage affixed, in a United States Postal Service mail depository.

5. The Guild will make every reasonable effort to promote art and other cultural events within the Gallery and will make its programs available to all persons in compliance with Title IX, the Americans with Disabilities Act, and all other applicable equal opportunity laws. The Guild will open and staff the Gallery during hours which will allow good use of the Gallery by the public. The Guild shall provide the library director with the schedule of hours the Gallery shall be open and shall inform the library director of any changes to the schedule as soon as the information is available.
6. The Guild shall be solely responsible for insuring the works of art displayed in the Gallery with respect to damage or destruction from all causes, including works owned by the Guild or works lent by third parties on temporary display, and the Guild agrees to hold the Library Board and the City harmless for any claims of damage or destruction to works of art displayed or stored in the Storm Lake Library facility whether owned by the Guild or by other parties not named in this Agreement except for damage or destruction caused by any negligence of the Library Board, the City, the Library staff, or those party's invitees, guests or contractors. The Guild shall also provide proof that it has purchased General Liability Insurance for itself to cover events held in the Gallery, naming the City and the Library Board as additional insureds and in an amount not less than \$1,000,000. Insurance for the building and Library events shall be carried by the Library Board.
7. This Agreement will terminate when any one of the following conditions exists: a) the Guild voluntarily dissolves its corporate status; b) the Guild loses its 501(c)3 tax-exempt status; c) thirty days after the City mails a notice of termination of this Agreement to the Guild certified United States Postal Service mail, return receipt requested, and by ordinary United States Postal Service mail, by depositing the notice in envelopes properly addressed shown below for the Guild, with proper postage affixed, in a United States Postal Service mail depository; or d) the Agreement is terminated as provided in Paragraph 4 above.
8. If this Agreement is terminated for any reason, then, within sixty days of such termination, the Guild shall return to the City any unused City-provided funds. No City-provided funds shall be used by the Guild after it receives notice of the termination of this Agreement or has actual notice of the termination of this Agreement, whichever is sooner, except that the Guild may use City-provided funds for expenses for which the Guild is otherwise authorized by this Agreement to use City-provided funds if the Guild incurred such expenses under a written contract entered into before it

received notice of a termination of this Agreement and before it had actual notice of such a termination.

- 9. The Guild shall not request additional funds from the Library Board of Trustees for any purpose.
- 10. The City Manager of the City shall administer this agreement.
- 11. This Agreement supersedes any previous agreements solely between the City and the Guild that bear on the Guild's use of funds awarded to the Guild by the City for a fiscal year.

Dated: May 19, 2023, 2023.

CITY OF STORMLAKE, IOWA

By: _____
Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

STORMLAKE PUBLIC LIBRARY GALLERY GUILD, INC.

By: Julie Steinfeld
Julie Steinfeld, Guild President

ATTEST:

C. Clough
Candy Clough, Guild Secretary

Addresses of Parties for Notices:

City of Storm Lake, Iowa

Att: City Clerk

City Hall

620 Erie Street

PO Box 1086

Storm Lake, IA 50588

Storm Lake Public

Library Gallery Guild, Inc.

Att: Guild President

609 Cayuga Street

Storm Lake, IA 50588

Staff Summary

06/05/2023
Agenda Item # D.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: Mayra Martinez City Clerk

SUBJECT: **Resolution No. 64-R-2022-2023 Supporting Memorial Highway Signage in Honor of Specialist Brian Botello**

BACKGROUND: The City has received request in support for memorial highway signage in honor of Specialist Brian Botello. Attached is the formal request letter. Resolution of support have been approved by the following: City of Aurelia, City of Alta, and the Board of Supervisors of Buena Vista County.

FISCAL IMPACT: none

RECOMMENDATION: Approve Resolution No. 64-R-2022-2023

ATTACHMENTS:

[SPC Brian Botello Memorial Highway - Storm Lake.pdf](#)
[6420222023 - Memorial Highway Signage.docx](#)



Army Survivor Outreach Services
3200 2nd Mech Drive
Sioux City, IA 51111
Office: 515-331-5548
Cell: 712-535-1810
cory.l.vansloten.ctr@army.mil

May 1, 2023

Storm Lake City Council
620 Erie Street
Storm Lake, Iowa 50588

Dear Mayor Porsch and Storm Lake City Council Members,

I am writing you to humbly recommend your support for memorial highway signage in honor of Specialist Brian Botello at the west and east city limits of Storm Lake on IA 7 as part of the proposed SPC Brian Botello Memorial Highway on IA 7 from IA 3 to US 71. SPC Botello is the only casualty from Aurelia, Alta, or Storm Lake who was killed in action in the Global War on Terror. This 19-mile stretch of IA 7 makes for a fitting memorial highway in honor of SPC Botello, who was 19 at the time of his death.

In my position as Support Coordinator for Army Survivor Outreach Services in Western Iowa, I serve a growing number of Survivors of Deceased Service Members who have successfully navigated the process of obtaining memorial bridge or highway signage in honor and memory of their loved ones through the Iowa Department of Transportation.

For such memorial highway designations to become a reality, they must have a signed resolution from the city and county through which the named route passes, indicating support of the route designation.

This recommended SPC Brian Botello Memorial Highway signage would serve as a lasting tribute to SPC Botello's selfless service to and sacrifice for the nation, the sacrifice of his surviving family, and the solemn pride of his home community and county. SPC Botello's mother Karyn and sister Jamie reside in Storm Lake.

President Calvin Coolidge once said, "The nation that forgets its defenders will itself be forgotten." Memorial highway signage in honor of SPC Brian Botello would be a fitting way to ensure that he not be forgotten.

Respectfully,

Cory Van Sloten

Army Survivor Outreach Services
Western Iowa Support Coordinator
Strategic Resources, Inc. Contractor



Army PFC Brian A. Botello

Died April 29, 2007 Serving During Operation Iraqi Freedom

Private First Class Brian A. Botello, 19, of Alta, Iowa; assigned to the 3rd Squadron, 61st Cavalry Regiment, 2nd Brigade Combat Team, 2nd Infantry Division, Fort Carson, Colo.; died April 29, 2007 in Baghdad of wounds sustained when an improvised explosive device detonated near his unit during combat operations. Also killed were Army Staff Sgt. Jay E. Martin and Army Sgt. Alexander J. Funcheon.

Alta Soldier killed in Iraq

The Associated Press

DES MOINES, Iowa — A Soldier from northwest Iowa was killed when a bomb exploded near his unit in Iraq, the Department of Defense announced May 1.

Pfc. Brian A. Botello, 19, of Alta, was killed during combat operations April 29 in Baghdad, the Defense Department said.

He was one of three Soldiers with the 3rd Squadron, 61st Cavalry Regiment, 2nd Brigade Combat Team, 2nd Infantry Division, of Fort Carson, Colo., who were killed in the explosion.

Staff Sgt. Jay E. Martin, 29, of Baltimore, and Sgt. Alexander J. Funcheon, 21, of Bel Aire, Kansas also died.

Botello joined the Army after he graduated high school in 2005. He was deployed to Iraq in November 2006.

His father, Tony Botello, who lives in Muskegon, Michigan, said he was notified of his son's death about midnight April 29.

"I'm numb right now," he told *The Muskegon Chronicle*.

Tony Botello, a veteran of the Marine Corps, said his son "was my hero."

He said his son "did what he wanted to do for his country."

"He wanted to serve. ... He has my genes. I'm proud of him 1 million percent."

He said his son was a "happy-go-lucky" kid and "very likable."

"He was very much loved," Tony Botello said. "That's just the kind of kid he was."

Brian Botello's aunt told *The Chronicle* that she was watching television coverage of a homecoming ceremony for a Marine Reserve unit when she got the call that her nephew had died.

"It was hard to see all those happy families," said Gaynell Martinez, of Grand Haven, Mich. "There will be no happy homecoming for Brian."

Botello's grandmother, Frances Martinez, told the newspaper that the family was in shock after learning of Brian's death.

"This is such a loss," she said. "He was a special kid."

A telephone message left May 1 for Botello's mother, Karen Brophrey, of Alta, was not immediately returned.

The Rev. Doug Corlew, senior pastor at Summit Evangelical Free Church in Alta, where Botello attended, said Botello will be "greatly missed."

"We are very proud of Brian for his brave service to our country and his sincere desire to make his life count in the protection of our freedoms," Corlew said in a statement released by the church. "He was deeply loved by our church family and he will be greatly missed by all who knew him."

Botello was born in Muskegon but lived most of the time with his mother in Iowa.

Funeral services are pending.

Fallen Iowa Soldier remembered for lively personality

The Associated Press

ALTA, Iowa — People always knew when Brian Botello had entered the room — he would either sing, laugh or shout a greeting.

The Army Private First Class was remembered by his friends and family May 9 for his lively personality, his love for his family and service to his country.

The 19-year-old Alta man was killed last month in Iraq, but mourners who gathered at his funeral in this northwest Iowa town say his legacy lives on.

"He loved to sing and he loved to play the guitar," Doug Corlew, a pastor, told a crowd gathered inside the Summit Evangelical Free Church. "That was the life of Brian Botello."

The church's praise and worship team — a youth group that Botello once sang in — presented several musical pieces during the service that the Soldier enjoyed performing.

His family was also presented with some special honors, including a Gold Star Banner to be placed in a window to symbolize Botello's sacrifice. Family members also received the Soldier's Medal of Valor, and they're awaiting several other of his military awards.

"He wanted to be a Soldier and he was doing what he wanted to be doing," Corlew said. "He did not die in vain. We are so grateful for him. We are here to celebrate the life of a brave hero who loved his country and his family."

Botello was killed when a roadside bomb exploded April 29 in Baghdad. Two other Soldiers from his unit also died in the explosion. He will be buried May 11 at the Fayetteville National Cemetery in Fayetteville, Ark.

Botello was a 2005 graduate of Alta High School and joined the Army soon after getting his diploma. He was deployed last November to Iraq with the 3rd Squadron, 61st Cavalry Regiment, 2nd Brigade Combat Team, 2nd Infantry Division, of Fort Carson, Colo.

Nick Nesbitt, who graduated in Botello's high school class, said a tree will be planted in a nearby park with a plaque to honor the Soldier's deeds.

"He will live in all of our hearts forever," Nesbitt said.

Botello was the first of two 19-year-old Iowa Soldiers to die in Baghdad in a four-day period. Army PFC Katie Soenksen was killed May 2 in an explosion.

761—131.10 (321) Signing for named routes and memorial bridges. This rule establishes the requirements and procedures for placing special signs along the primary highway for the purpose of designating a primary highway as a memorial highway, a historic trail, or a scenic trail or a bridge on the primary highway as a memorial bridge.

131.10(1) Definitions.

“*Historic trail*” means a route located on or near the approximate alignment of a trail on which a person or group traveled while making a journey of regional or national historic significance.

“*Manual on Uniform Traffic Control Devices (MUTCD)*” means the Federal Highway Administration standards on traffic control devices, as adopted in rule 761—130.1(321).

“*Memorial bridge*” means a bridge on the primary highway that has been given a name to commemorate a person, group, place or event of regional or national significance.

“*Memorial highway*” means a primary highway that has been given a name to commemorate a person, group, place or event of regional or national significance.

“*Named route*” means a memorial highway, a historic trail or a scenic trail.

“*Primary highway,*” for the purpose of this rule, does not include an interstate highway.

“*Scenic trail*” means a route, loop or circuit with special scenic or recreational appeal.

131.10(2) General requirements.

a. Interstate highways have been designated as the “Dwight D. Eisenhower National System of Interstate and Defense Highways” and are not eligible for naming under these rules. However, bridges on interstate highways may be named.

b. The named route shall be continuous with no breaks at the boundaries of political subdivisions. Each city and county through which a named route passes must provide the department a resolution in support of the route designation. This includes portions of the route off the primary highway system. The memorial bridge shall be located on the primary highway, and the city and county in which the bridge is located must provide a resolution to the department in support of the bridge designation.

c. A memorial highway should normally encompass the entire length of a primary highway within the state. However, it is permissible to name a section of a primary highway if the section is unique or independent by virtue of its design characteristics, such as a freeway, or its geographic location, such as a segment between two junctions. No more than one name shall be used for a bridge or for the same section of a route.

d. Signs designating a named route or memorial bridge shall be furnished and paid for by the applicant including any replacements needed due to sign deterioration or damage. Failure to comply with this requirement may result in removal of all signs for the named route or memorial bridge along the primary highway. The applicant is responsible for providing the department with the applicant’s current contact information. If the department is unable to make contact with the applicant when replacement signs are needed, it may be necessary to remove all signs for the named route or memorial bridge along the primary highway.

e. The applicant shall be responsible for the costs to install the signs, including the posts and hardware.

f. A named route or memorial bridge shall not be given a name which could be considered discriminatory, biased or inappropriate.

131.10(3) Memorial highway or bridge signing. Signing for memorial highways or bridges shall comply with the MUTCD as modified by the following:

a. Memorial highway or bridge signing off the primary highway right-of-way:

(1) Preferably, signing for a memorial highway or bridge should neither appear on or along the primary highway nor be placed on bridges or other highway components. Signing is best accomplished by placing memorial plaques in rest areas, scenic overlooks or other appropriate locations off the right-of-way where parking is provided. These plaques shall be located in a manner that will not distract motor vehicle operators.

(2) Departmental approval is not needed for memorial highway or bridge signing placed off the right-of-way at locations not subject to control under Iowa Code chapter 306B or chapter 306C, division II.

b. Memorial highway or bridge signing within the primary highway right-of-way:

(1) If placement of memorial plaques off the right-of-way is not acceptable, the department may approve the installation of memorial highway or bridge signs within the right-of-way provided they are independent of other guide and directional signing and they do not adversely compromise the safety or efficiency of traffic flow.

(2) As determined by the department, a memorial highway or bridge sign within the right-of-way shall be sized based on the size of lettering required for the traffic speed and type of highway being named. The color will be white lettering on brown background, and the design must be approved by the department. If the applicant prefers the sign include a design symbolic of the group or event, instead of the name, then the sign is limited in size to no larger than 24 inches in width and 30 inches in height. The color and design must be approved by the department.

(3) The number of memorial highway signs within the right-of-way shall be limited to one sign at each end of the memorial highway and one sign when entering the corporate limits of each city through which the memorial highway passes. The number of memorial bridge signs will be limited to one sign for each direction of traffic.

131.10(4) *Historic trail and scenic trail signing.* The department may approve the installation of historic trail and scenic trail signing within the primary highway right-of-way. Signing for historic trails and scenic trails shall comply with the MUTCD and the following:

a. A sign designating a historic trail or scenic trail shall be no larger than 24 inches in width and 30 inches in height. The colors used shall be limited to white, black, brown, blue or green. The color and design must be approved by the department.

b. Signs designating a historic trail or scenic trail may be placed at each end of the trail, when entering the corporate limits of cities through which the trail passes, and at points where the trail direction changes.

c. Additional trail signs may be placed between cities along the trail. These signs when facing the same direction of travel shall be spaced at least five miles apart. An exception may be made when the trail direction changes.

d. A sign designating a historic trail or scenic trail shall be placed alone on a post.

131.10(5) *Procedures.*

a. To request placement of signs designating a primary highway or bridge as a named route or memorial bridge, the applicant shall submit a formal written request to the appropriate district office.

b. The request shall contain the following:

(1) A detailed description of the proposed named route or memorial bridge, including those portions of the route off the primary highway system.

(2) If the request is for a memorial highway or bridge, documentation supporting the significance of the person, group, place or event for which the memorial highway or bridge is named. Any person being honored must have provided extraordinary public service or some exemplary contribution to the public good or outstanding service to the nation, this state or the person's community and have a connection to the community where the highway or bridge is located. The person being honored must be deceased for one year.

(3) If the request is for a historic trail, documentation supporting the historical significance of the trail.

(4) If the request is for a scenic trail, information outlining the features or facilities that are of special scenic or recreational appeal.

(5) A sketch of the sign proposed for designating the named route.

(6) Proposed locations for placement of the signs, including those locations off the primary highway system.

(7) A signed resolution from each city and county through which the named route passes or where the bridge is located, indicating support of the route designation.

c. The department shall evaluate the request against the requirements of this rule and notify the requester of approval or denial of the request. Notification of denial shall include the reasons for denial.

d. The department shall install approved signs provided by the applicant (see paragraph 131.10(2)“*d*”) and provide routine maintenance when the signs are to be located within the primary highway right-of-way. The applicant shall be responsible for the installation costs for each of the signs.

e. The department is not responsible for the installation or maintenance of signs placed off the right-of-way or placed on the city or county highways.

[ARC 1986C, IAB 5/13/15, effective 6/17/15]

RESOLUTION NO. 64-R-2022-2023

Supporting Memorial Highway Signage in Honor of Specialist Brian Botello

WHEREAS, a letter was received from Army Survivor Outreach Services Western Iowa Support Coordinator Cory Van Slaten requesting support for memorial highway signage in honor of Specialist Brian Botello; and

WHEREAS, SPC Botello is the only casualty from Aurelia, Alta, or Storm Lake who was killed in action in the Global War on Terror; and

WHEREAS, the 19-mile stretch of IA 7 from IA 3 to US 71, proposed to be named SPC Brian Botello Memorial Highway, makes for a fitting memorial highway in honor of SPC Botello, who was 19 at the time of his death; and

WHEREAS, the City of Storm Lake recognizes this request as a lasting tribute to SPC Botello's selfless service to and sacrifice for the nation, the sacrifice of his surviving family, and the solemn pride of his home community and county;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Storm Lake hereby supports the memorial highway signage for the SPC Brian Botello Memorial Highway on IA 7 from IA 3 to US 71.

PASSED AND APPROVED this 5th day of June, 2023.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

06/05/2023
Agenda Item # D.7.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez City Clerk

SUBJECT: **Buy Local Information**

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

FISCAL IMPACT:

BREAKOUT CALCULATED EXPENSES:

Buena Vista County: \$ 9,337.63

Contract/Agreement:	\$ 140,478.98
Local:	\$ 164,105.79
Non-Local:	\$ 466,037.91
<u>Payroll/Refunds/Payroll Tax & Ins:</u>	<u>\$ 544,202.86</u>
TOTAL EXPENSES:	\$ 1,324,163.17

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:
[6/5/2023 Project Report.pdf](#)

Summary

Project Summary

Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
01112-0019	WasteWater Treatment Facility Wetlan...	1,173,565.00	0.00	1,171,509.84	0.00	1,171,509.84	2,055.16
01112-0020	10th & Ontario StormWater Improvem...	1,753,734.33	0.00	1,753,734.33	0.00	1,753,734.33	0.00
01112-0021	4th & Oats StormWater Improvements	832,997.63	0.00	833,347.35	0.00	833,347.35	-349.72
OP1.122814	Richland Street, Phase 2 Improvements	174,107.75	174,107.75	174,095.25	0.00	174,095.25	12.50
OP1.124529	2021 Fiber Optic System Improvement	1,512,413.00	1,512,413.00	1,512,318.50	0.00	1,512,318.50	94.50
OP1.124889	2021 Cabin Construction	3,300.00	0.00	3,300.00	0.00	3,300.00	0.00
OP1.125106	BRIC	8,573,638.49	8,573,638.49	212,709.99	0.00	212,709.99	8,360,928.50
OP1.126252	Comprehansive Plan & Zoning Code Up...	125,880.00	125,880.00	125,824.50	0.00	125,824.50	55.50
OT5.128791	Runway 17/35 Lighting Replacement	395,903.25	395,903.25	45,629.26	0.00	45,629.26	350,273.99
16-19284	4th & Bartion Storm Water Improvem...	760,113.88	0.00	760,113.88	0.00	760,113.88	0.00
19-22797	Memorial Lift Station Improvements	2,533,320.00	877.16	2,544,390.96	0.00	2,544,390.96	-11,070.96
20-23848	Storm Lake WTP- Electrical MCC Replac...	268,494.81	0.00	285,519.75	0.00	285,519.75	-17,024.94
20-24387	Radio Park Lift Station Replacement	571,448.36	571,448.36	573,607.61	0.00	573,607.61	-2,159.25
20-HSG-022	2021 Housing Sustainability Project	224,994.00	224,994.00	177,417.12	0.00	177,417.12	47,576.88
21-26215	Downtown Master Plan	113,000.00	113,000.00	103,650.00	0.00	103,650.00	9,350.00
22-26698	Storm Lake WTP- Well No. 21	1,768,477.00	1,768,477.00	149,143.00	0.00	149,143.00	1,619,334.00
22-26815	W 6th Street Utilities Extension	317,768.00	317,768.00	153,387.28	72,099.59	225,486.87	92,281.13
22-27926	Storm Lake WTP- Well #22	129,200.00	129,200.00	50,890.00	0.00	50,890.00	78,310.00
35665	1st & Mae Street	764,059.53	0.00	764,059.53	0.00	764,059.53	0.00
8406	7th & Geneseo St Sanitary Sewer Impro...	410,306.35	0.00	410,306.35	0.00	410,306.35	0.00
HTG322020	T-Mobile Hometown Grant Q-3-22	0.00	0.00	39,814.00	0.00	39,814.00	-39,814.00
IA0091	SL Elevated Water Storage- Tower #5	760,100.15	760,100.15	399,258.92	0.00	399,258.92	360,841.23
New	Lead Service Line Replacement Prelim E...	15,500.00	15,500.00	0.00	0.00	0.00	15,500.00
OP1.125220	4th Street Watermain Improvement Pro...	489,078.46	489,078.46	474,858.94	0.00	474,858.94	14,219.52
P11.112742	North Central SW Phase II	1,854,441.25	0.00	1,854,469.26	0.00	1,854,469.26	-28.01
P11.118940	Oneida Street Reconstruction from RR t...	2,526,433.98	-2,121.56	2,513,334.28	0.00	2,513,334.28	13,099.70
P11.120411	Highway 7/110 Traffic Lane/Signalization	4,661,065.85	0.00	4,152,402.13	0.00	4,152,402.13	508,663.72
P11.120478	Tulip Lane SW Improvements	443,607.50	0.00	442,111.30	0.00	442,111.30	1,496.20
P11.120650	2020 Expansion Blvd Improvements	1,169,938.10	0.00	1,168,724.60	0.00	1,168,724.60	1,213.50
P11.122266	7th Street Sewer Lining/2021 CIPP	495,443.50	495,443.50	495,287.16	0.00	495,287.16	156.34
SP21122	SL Library CDBG- COVID (CV) Grant	677,887.25	677,887.25	525,993.28	4,000.00	529,993.28	147,893.97
Report Total:		35,500,217.42	16,343,594.81	23,871,208.37	76,099.59	23,947,307.96	11,552,909.46

Group Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	395,903.25	395,903.25	45,629.26	0.00	45,629.26	350,273.99
ARPA Project	760,100.15	760,100.15	399,258.92	0.00	399,258.92	360,841.23
Building Resilient Infrastructure and Co...	8,573,638.49	8,573,638.49	212,709.99	0.00	212,709.99	8,360,928.50
Economic Development	784,942.00	781,642.00	603,392.90	72,099.59	675,492.49	109,449.51

Staff Summary

06/05/2023
Agenda Item # D.8.



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

REPORT TO: Honorable Mayor & Council
FROM: Chris Cole Police Chief
SUBJECT: **Storm Lake Police Department City Code Enforcement Summary**
BACKGROUND: 05/10/2023 to 05/31/2023

Tall Grass and Weeds – 119

Grass Clippings – 60

Accumulate Junk – 13

Bags of leaves – 3

Parking Restricted to hard surfaces – 3

Accumulate Trash – 5

Garage Sale Sign – 1

Junk Vehicle – 1

Total – 205

0 Citations

White Summons – 6

FISCAL IMPACT: None

RECOMMENDATION: None

ATTACHMENTS:

Staff Summary

06/05/2023
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: Scott Olesen Building & Code Compliance Director

SUBJECT: **Motion to Approve Proposed Abandonment of Sewer Main Section For United Bank of Iowa**

BACKGROUND: United Bank of Iowa is planning an addition to the back of their current building located at 1270 Lake Avenue. The proposed addition will be too close to an existing City sanitary sewer manhole. The proposal would be to allow the Bank to remove the manhole and enough of the sewer main to allow the addition to be constructed. The City would retain the existing sewer manhole located to the north of the manhole in question and the balance of the sanitary sewer main that extends downstream from there. The section of sewer main and manhole closest to the Bank is not needed by the City, so relinquishing it will not negatively impact our infrastructure operations. I have attached a site plan detail, legal description of the Bank property, as well as a formal relinquishment document provided by Mr. Havens for your use.

FISCAL IMPACT: Legal fees estimated at \$300.00

RECOMMENDATION: Review and approve the request for abandoning a section of sanitary sewer main.

ATTACHMENTS:
[Easement Relinquishment for United Bank of Iowa](#)

Preparer Information: Philip E. Havens, 716 Lake Avenue, Storm Lake, Iowa 50588; (712) 732-7262
Return to: Philip E. Havens, 716 Lake Avenue, Storm Lake, Iowa 50588; (712) 732-7262

**RELINQUISHMENT OF EASEMENT
AND
ABANDONMENT OF CERTAIN IMPROVEMENTS**

This is an agreement between the City of Storm Lake, Iowa (the “City”), a municipal corporation, and United Bank of Iowa (the “Bank”), an Iowa banking corporation.

Background

The Bank owns real estate described on Exhibit 1 attached hereto (the “Real Estate”).

The City currently has situated on the Real Estate a manhole near the southern boundary of the Real Estate (the “South Manhole”), a manhole near the northern boundary of the Real Estate (the “North Manhole”) and underground sewer pipeline extending between the South Manhole and North Manhole, as well as extending beyond the North Manhole in a northerly direction. Such sewer line and manholes have been situated on the Real Estate with the consent of the Bank.

The Bank wishes to construct improvements on the Real Estate over the South Manhole and much of the existing sewer pipeline. It does not intend to construct any improvements over the North Manhole on the Real Estate or over the sewer pipeline extending in a northerly direction from the North Manhole. The City wishes to accommodate the Bank in its construction by relinquishing any easement rights it has in areas where the Bank wishes to build its improvements.

Terms of Relinquishment

The City hereby relinquishes, abandons, and quitclaims to Bank any easement that exists in its favor by operation of law or express grant for the South Manhole and the existing underground sewer line on the Real Estate from and including the South Manhole and extending along that existing underground sewer line to, but not including, the southern edge of the North Manhole. This relinquishment, abandonment, and conveyance includes the space occupied by the South Manhole and the existing underground sewer line between the southern edge of the South Manhole and the southern edge of the North Manhole as well as any space above, below, or on the westerly and easterly sides of such occupied space that may be considered part of any easement

existing heretofore in favor of the City by operation of law or express grant. The City further relinquishes to Bank and abandons any rights to the South Manhole improvement, itself, and the existing underground sewer pipe line, itself, to the extent they are located within the easement area hereby relinquished, abandoned, and conveyed. Should Bank use the underground sewer pipe line hereby relinquished as a service line for connecting to the City's sewer system or for any other purpose, such use shall be at the expense of United Bank of Iowa and United Bank of Iowa shall maintain such sewer pipe line at its expense.

The City hereby reserves all rights it has or may have in the North Manhole, itself, all underground sewer line, itself, that extends northerly from the North Manhole to a point north of the northern boundary of the Real Estate, and any easement for the North Manhole and underground sewer line extending in a northerly direction from the North Manhole on the Real Estate that may exist in the City's favor by operation of law or express grant.

Dated: _____

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

ACCEPTANCE BY BANK

Bank accepts the terms of this instrument and agrees that the City need not and shall not remove any improvements abandoned by the City under the foregoing instrument.

Dated: _____

UNITED BANK OF IOWA

By: _____
[Print name] _____
[Print office] _____

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me this _____ day of _____, 2023, by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa.

Notary Public for the State of Iowa

STATE OF IOWA, COUNTY OF _____

This record was acknowledged before me this _____ day of _____, 2023, by _____, as _____ of United Bank of Iowa.

Notary Public for the State of Iowa

Exhibit 1

A TRACT OF LAND LOCATED IN THE LOT 1 IN THE AUDITOR'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE ¼ SW ¼) OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 6TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) Corner of the Southwest Quarter (SW ¼) of said Section 34; Thence on a previously recorded bearing of South 89° 44' 31" West, 53.20 feet to the West line of North Lake Avenue (formerly U.S. Highway No. 71); Thence South 00° 01' 00" East, along said West line, 254.00 feet to the Point of Beginning. Thence continuing along said West line, South 00° 01' 00" East 171.44 feet; Thence South 89° 59' 00" West, 150.00 feet; Thence North 00° 01' 00" West, 171.44 feet; Thence North 89° 59' 00" East, 150.00 feet to the Point of Beginning.

Tract contains 0.59 Acres and is subject to all easements of record.

And

A TRACT OF LAND LOCATED IN THE LOT 1 IN THE AUDITOR'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE ¼ SW ¼) OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 6TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) Corner of the Southwest Quarter (SW ¼) of said Section 34; Thence on a previously recorded bearing of South 89° 44' 31" West, 53.20 feet to the West line of North Lake Avenue (formerly U.S. Highway No. 71); Thence South 00° 01' 00" East, along said West line, 254.00 feet; Thence South 89° 59' 00" West, 150.00 feet to the Point of Beginning. Thence continuing South 89° 59' 00" West, 33.85 feet; Thence South 00° 01' 00" East, 171.44 feet; Thence North 89° 59' 00" East, 33.85 feet; Thence North 00° 01' 00" West, 171.44 feet to the Point of Beginning.

Tract contains 0.13 Acres and is subject to all easements of record.

Staff Summary

06/05/2023

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: Mayra Martinez City Clerk

SUBJECT: **Resolution No. 65-R-2022-2023 Resolution Setting Fines and Fees**

BACKGROUND:

City Council and City Staff reviewed and proposed recommendations to the current Fee Resolution on April 17, 2023, May 1, 2023, and May 15, 2023 during City Council Meeting work sessions. Attached you will find the final proposed changes.

Administrative Fee \$30.00
City Code Subscription (yearly) \$50.00
Garbage Truck Permits (per business) \$100.00
Insufficient Check Fee \$30.00
New Friends List \$10.00
Peddlers Transient Merchant Permit (1 Day) \$25.00
Investigation Fee \$25.00
Peddlers Transient Merchant Permit (1 Week) \$75.00
Investigation Fee \$25.00
Transient Merchant Permit (28 days) \$150.00
Investigation Fee \$25.00
Solicitors Permit (per person) \$2.00
Solicitors Permit (principal) (1 day) \$25.00
Investigation Fee (per organization) \$25.00
Investigation Fee (per Individual soliciting) \$5.00
Solicitors Permit (principal) (1 week) \$75.00
Investigation Fee \$25.00
Investigation Fee (per Individual soliciting) \$5.00
Solicitors Permit (principal) (28 days) \$150.00
Investigation fee (per organization) \$25.00
Investigation Fee (per Individual soliciting) \$5.00
Taxi Permit (Business) \$100.00
Taxi Permit (per vehicle) \$10.00
Cancel Permit Fee \$25.00
Freedom of Information Requests (FOIA Request)
Single Sided Copy 8.5x11 \$.30/page
Duplex copy 8.5x11 \$.40/page
Single Sided Legal \$.35/page
Duplex Legal copy \$.45/page
Single Sided Ledger (11x17) \$.70/page
Single Sided Ledger with Color Print \$.90/page
Duplex Ledger (11x17) \$.80/page
Duplex Ledger with Color Print \$1.00/page
Large Format Prints (one side only and in color) \$8.00/page
CD Cost (for requests that ask for the files digitally on a CD) \$10.00

Research Hourly Rate – per hour/per person \$25.00
 Mailing Costs – 3 pages \$1.00
 Mailing Costs – 50 pages \$5.00
 Mailing Costs – 100 pages \$10.00
 Special City Council Meeting \$250.00
 Downtown Parking Space Rental Fees (specific lots)
 Per quarter (paid quarterly) \$75.00
 Per six months (paid bi-annually) \$112.50
 Annually (paid annually) \$150.00
 Shelter House Rental Fee - per side \$110.00
 Damage Deposit – per side \$200.00
 AWAYSIS Pavilions – per time slot (3 times available) \$25.00
 Frank Starr Park Open Shelter – per time slot (2 times available) \$50.00
 Campground Open Shelter – per time slot (2 time slots available) \$50.00
 AWAYSIS Great Lawn – per day \$200.00
 Band Shell – per day \$25.00
Building Official
 Central Business District Bench & Flower Pot Permit \$25.00
 Driveway (Curb) Cut, Inspection & Marking Residential \$150.00
 Driveway (Curb) Cut, Inspection & Marking Commercial \$200.00
 ROW Temp Closure Permit \$25.00
 Building Moving Permit (Per Bldg) \$100.00 5-1-1
 Demolition Permit \$50.00
 Pool Inspection \$20.00 8-8-11
 Re-inspection Fee (after 1 per inspection) \$35.00
 No Show Fee (per event) \$50.00
 Rental Registration Fee – Yearly (July 1st – June 30th)
 Base Registration Fee (Structure and 1 unit) \$10.00 5-8-9
 Additional unit in excess of 1 (per unit) \$5.00 5-8-9
 Late Registration Fee - Per Landlord License \$50.00 5-8-9
 Additional unit in excess of 1 (up to 6 units) \$50.00
 Property Maintenance Ordinance Appeal \$150.00
 Zoning Ord.
 Variance Request \$150.00 Zoning Ord.
 Zoning Request \$200.00 Zoning Ord.
 Conditional Use \$300.00 Zoning Ord.
 Sub-Division Application Fee \$300.00
 Sidewalk Repair Permit Fee \$0
 New Construction Incentive
 Single Family Attached and Single Family Detached Dwelling \$1.00
 (only valid from March 2, 2020 to December 31, 2020 with Council approval)
Building & Sign Permit Fees
 Building & Sign Permit <\$1,200 \$22.02 5-2-2
 Building & Sign Permit \$1,200-2,000 5-2-2
 \$22.02 + \$2.88 for each additional \$100.00 over \$1,200
 Building & Sign Permit \$2,001-25,000 5-2-2
 \$45.06+ \$9.16 for each additional \$1,000.00 over \$2,000
 Building & Sign Permit \$25,001-50,000 5-2-2
 \$255.74 + \$6.22 for each additional \$1,000.00 over \$25,000
 Building & Sign Permit \$50,001-100,000 5-2-2
 \$411.24+ \$4.15 for each additional \$1,000.00 over \$50,000
 Building & Sign Permit \$100,001 or more 5-2-2
 \$618.74+ \$3.61 for each additional \$1,000.00 over \$100,000
 Portable Sign Permit (14 days) \$30.00 Zoning Ord.
Electrical Fees
 For New Residences 5-4-9
 Single Dwelling \$38.00
 Duplex Dwelling \$56.75
 Triplex Dwelling \$75.50
 4-Plex Dwelling \$113.00
 Multi Units Between 5 and 12 \$156.75
 Over 12 Units \$156.75 plus
 \$38.00 each over 12
 For New Commercial or Industrial Buildings
 First \$5,000.00 at \$8.00 per/\$1,000.00 of cost
 Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost
 Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost
 Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost
 Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost
 All over \$25,000.00 at \$1.50 per/\$1,000.00 of cost
 For Rewiring, Repairs or Alterations on Residence, Commercial and
 Industrial Buildings
 \$100.00 to \$150.00 electric contract \$6.75
 \$151.00 to \$200.00 electric contract \$8.00
 \$201.00 to \$250.00 electric contract \$9.25
 \$251.00 to \$300.00 electric contract \$10.50

\$301.00 to \$350.00 electric contract \$11.75
 \$351.00 to \$400.00 electric contract \$13.00
 \$401.00 to \$450.00 electric contract \$14.25
 \$451.00 to \$500.00 electric contract \$15.50
 \$501.00 to \$1,000.00 electric contract \$23.00
 \$1,001.00 to \$2,000.00 electric contract \$28.00
 All over \$2,001.00 \$28.00 plus \$1.50 per \$100.00
Plumbing Fees
 For New Residences 5-3-10
 Single Dwelling \$38.00
 Duplex Dwelling \$56.75
 Triplex Dwelling \$75.50
 4-Plex Dwelling \$113.00
 Multi Units Between 5 and 12 \$156.75
 Over 12 Units \$156.75 plus
 \$38.00 each over 12
 For New Commercial or Industrial Buildings
 First \$5,000.00 at \$8.00 per/\$1,000.00 of cost
 Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost
 Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost
 Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost
 Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost
 All over \$25,000.00 at \$1.75 per/\$1,000.00 of cost
 For Repairs or Alterations on Residence, Commercial and Industrial Buildings
 \$100.00 to \$150.00 plumbing contract \$6.75
 \$151.00 to \$200.00 plumbing contract \$8.00
 \$201.00 to \$250.00 plumbing contract \$9.25
 \$251.00 to \$300.00 plumbing contract \$10.50
 \$301.00 to \$350.00 plumbing contract \$11.75
 \$351.00 to \$400.00 plumbing contract \$13.00
 \$401.00 to \$450.00 plumbing contract \$14.25
 \$451.00 to \$500.00 plumbing contract \$15.50
 \$501.00 to \$1,000.00 plumbing contract \$23.00
 \$1,001.00 to \$2,000.00 plumbing contract \$28.00
 All over \$2,001.00 \$28.00 plus \$1.50 per \$100.00
Roadway Maintenance
 Street Cuts & Replacement - Half Street \$800.00
 Street Cuts & Replacement Full Street \$1600.00
Fire Department
 False Alarm Fee (after 1) \$150.00 4-7-16
 Liquor License Inspection Fee \$50.00
 Fireworks Display (Mortar sizes from 1-3 inches) \$150.00
 Fireworks Display (Mortar size larger than 3 inches) \$250.00
 Emergency Response and/or Cleanup of Material (per hour)
 Large Fire Apparatus \$150.00
 Fire Commander Vehicle \$75.00
Police
 Administrative Fee \$30.00
 Alarm Business Permit Application \$75.00 4-7-6
 Alarm Business Permit Renewal \$75.00 4-7-9
 False Alarm Equip Malfunction (after 3) \$75.00 4-7-16
 False Alarm \$75.00 4-7-16
 Building Escorts (per car) \$75.00 5-1-3
 Cat License – Not Neutered/Spayed (per year) \$20.00 8-4-2
 Neutered/Spayed (per year) \$10.00
 Dog License – Not Neutered/Spayed (per year) \$20.00 8-3-2
 Neutered/Spayed (per year) \$10.00
 Fingerprinting \$10.00
 Impound/Storage Fee (per day) \$30.00 8-6-5
 Impound Storage Fee – felony related (per day) \$50.00
 Parking Fine \$15.00 9-11-4
 Police Escort Fee – per hour, per unit \$75.00 5-1-3
 Emergency Response and/or Cleanup of Material (per hour)
 Police Vehicle (per vehicle) \$75.00
 King's Pointe Outdoor Aquatic Center
 Family Season Pass \$275.00
 (up to 5 family members can be included on Pass, Children 4
 and under need not be on pass, as they are free.)
 Up to 4 additions of children 5-12 years old @\$55 each
 Single Season Pass (children and adults) \$150.00
 Adult BV Resident Daily Pass (Age 12+) \$8.00
 Child BV Resident Daily Pass (Age 5-11) \$5.00
 Children (Age 5-11) Standard Pricing \$12.00
 Adults (Age 12+) Standard Pricing \$15.00
 4 and under free
 Twilight Pricing (after 3:00)

Age 12+ \$7.50
Age 5-11 \$6.00
Age 0-4 free
Land Lovers \$5.00
Swim Lessons \$40.00

Sewer

Sewer Svc Permit & Connection Fee \$150.00 3-2-4
Private Wastewater System Permit \$50.00 3-2-3

Water

Door Tag Fee \$20.00 3-5-3
Meter Testing Fee (within 2%) \$50.00 3-4-20
Shut Off – 8 AM to 3 PM \$50.00 3-4-19 & 3-5-3
Shut Off – After 3 PM \$75.00 3-4-19 & 3-5-3
Water Svc Permit & Connect Fee \$150.00 3-4-5
Water Tapping Fee (per inch) \$65.00 3-4-5
Outside City Limits Hook-up Fee \$1,500.00 3-4-6
Combined Utility Deposit \$160.00
Bulk Water Sales Access Card \$10.00

Airport Hangar Rent (monthly fees)

Hangar A \$75.00 12 Month Lease Discount Rate \$65.00
Hangar B \$75.00 12 Month Lease Discount Rate \$65.00
Hangar C (VT) \$400.00
Hangar D \$92.00 12 Month Lease Discount Rate \$80.00
Hangar E \$110.00 12 Month Lease Discount Rate \$95.00
Hangar F \$156.00 12 Month Lease Discount Rate \$135.00
FBO Stall \$173.00 12 Month Lease Discount Rate \$150.00
Daily Inside Storage/per night \$30.00

Campground

Class A Site (Lake View, Patio, Water, Sewer, Electric, Cable TV, Fire Pit) \$30.00
Class C Site (Lake View, Patio, Water, Sewer, Electric, Fire Pit) \$28.00
Class E Site (Water, Sewer, Electric) \$25.00
Class F Site (Electric) \$20.00
Class G Site (Tent) \$12.00
Long Term Stay Rate ~Limited to Long Term Stay slots which include Water, Sewer, Electric
Minimum 30 day stay paid in advance – 10% off
Extra Vehicle Parking (if space available) \$5.00
Non-Campers Dump Station (per event) \$5.00
Non-Camper Shower (per shower) \$5.00
Rental Registration Fee – Yearly (July 1st – June 30th)
Base Registration Fee (Structure Parcel and 1 unit) \$10.00 5-8-9
Additional unit in excess of 1 (per unit) \$5.00 5-8-9
Late Registration Fee - Per Landlord License \$50.00 5-8-9
Additional unit in excess of 1 (up to 6 units) \$50.00

FISCAL IMPACT: N/A

RECOMMENDATION:

ATTACHMENTS:

- [6520222023 - Fee Resolution Update - Police, Fire, Airport.pdf](#)
- [Fire Department Fee Schedule](#)
- [Airport - Hangar Survey.pdf](#)
- [Police Fee Comparison .docx](#)

RESOLUTION NO. 65-R-2022-2023

RESOLUTION SETTING FINES AND FEES

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA that the following schedule of fees are approved and effective as of _____,2023.

<u>Administration</u>	<u>Fee</u>	<u>Code Section</u>
Administrative Fee	\$30.00	
Dock Fee	\$25.00	
Dock Per Hoist	\$10.00	
Garbage Truck Permits (per business)	\$100.00	3-1-5
Insufficient Check Fee	\$30.00	
Mobile Food & Beverage, Peddlers, Solicitor Or Transient Merchant Permit (1 Day)	\$25.00	4-3-4, 4-3-6, 4-10-4
Mobile Food & Beverage, Peddlers, Solicitor or Transient Merchant Permit (7 Day)	\$75.00	
Mobile Food & Beverage, Peddlers, Solicitor or Transient Merchant Permit (28 Day)	\$150.00	
Investigation Fee (main contact)	\$25.00	
Investigation Fee (each additional Person)	\$5.00	
Taxi Permit (Business)	\$100.00	4-5-3
Taxi Permit (per vehicle)	\$10.00	4-5-3
Cancel Permit Fee	\$25.00	
Freedom of Information Requests (FOIA Request)		
Single Sided Copy 8.5x11	\$.30/page	
Duplex copy 8.5x11	\$.40/page	
Single Sided Legal	\$.35/page	
Duplex Legal copy	\$.45/page	
Single Sided Ledger (11x17)	\$.70/page	
Single Sided Ledger with Color Print	\$.90/page	
Duplex Ledger (11x17)	\$.80/page	
Duplex Ledger with Color Print	\$1.00/page	
Large Format Prints (one side only and in color)	\$8.00/page	
USB Storage Device	\$15/64gb storage	
Research Hourly Rate – per hour/per person	\$25.00	
Mailing Costs – 3 pages	\$2.00 Plus Current Postage Cost	
Mailing Costs – 50 pages	\$6.00 Plus Current Postage Cost	
Mailing Costs – 100 pages	\$11.00 Plus Current Postage Cost	
Special City Council Meeting	\$250.00	
<u>Airport Hangar Rent (monthly fees)</u>		
Hangar A	\$75.00	
12 Month Lease Discount Rate	\$65.00	
Hangar B	\$75.00	
12 Month Lease Discount Rate	\$65.00	
Hangar C (VT)	\$400.00	

Hangar D	\$92.00
12 Month Lease Discount Rate	\$80.00
Hangar E	\$110.00
12 Month Lease Discount Rate	\$95.00
Hangar F	\$156.00
12 Month Lease Discount Rate	\$135.00
FBO Stall	\$173.00
12 Month Lease Discount Rate	\$150.00
Daily Inside Storage/per night	\$30.00

Building Official

Public sidewalk right away cafés, retail sales, or benches	\$0	
Driveway (Curb) Cut, Inspection & Marking Residential	\$150.00	
Driveway (Curb) Cut, Inspection & Marking Commercial	\$200.00	
ROW Temp Closure Permit	\$25.00	
Building Moving Permit (Per Bldg)	\$100.00	5-1-1
Demolition Permit	\$50.00	
Pool Inspection	\$20.00	8-8-11
Re-inspection Fee (after 1 per inspection)	\$35.00	
No Show Fee (per event)	\$50.00	
Rental Registration Fee – Yearly (July 1st – June 30th)		
Base Registration Fee (per parcel and 1 unit)	\$10.00	5-8-9
Additional unit in excess of 1 (per unit)	\$5.00	5-8-9
Late Registration Fee - Per Landlord License	\$50.00	5-8-9
Additional unit in excess of 1 (up to 6 units)	\$50.00	
Property Maintenance Ordinance Appeal	\$150.00	Zoning Ord.
Variance Request	\$150.00	Zoning Ord.
Zoning Request	\$200.00	Zoning Ord.
Conditional Use	\$300.00	Zoning Ord.
Sub-Division Application Fee	\$300.00	
Sidewalk Repair Permit Fee	\$0	
New Construction Incentive		
Single Family Attached and Single Family Detached Dwelling Building Permit		
100% Water Meter Current Cost		
\$300 for homes that have construction costs under \$199,999		
\$600 for homes that have construction costs for \$200,000 and above		

Incentive

Rebate all the permit fee with the exception of the water meter if 50% of all costs related to construction, including flooring and appliances if purchased within City limits of Storm Lake. Itemized proof of receipts would be required to be submitted to City Hall.

Building & Sign Permit Fees

Building & Sign Permit <\$1,200	\$22.02	5-2-2
Building & Sign Permit \$1,200-2,000		5-2-2
\$22.02 + \$2.88 for each additional \$100.00 over \$1,200		
Building & Sign Permit \$2,001-25,000		5-2-2

\$45.06+ \$9.16 for each additional \$1,000.00 over \$2,000		
Building & Sign Permit \$25,001-50,000		5-2-2
\$255.74 + \$6.22 for each additional \$1,000.00 over \$25,000		
Building & Sign Permit \$50,001-100,000		5-2-2
\$411.24+ \$4.15 for each additional \$1,000.00 over \$50,000		
Building & Sign Permit \$100,001 or more		5-2-2
\$618.74+ \$3.61 for each additional \$1,000.00 over \$100,000		
Portable Sign Permit (14 days)	\$30.00	Zoning Ord.

Electrical Fees

For New Residences		5-4-9
Single Dwelling	\$38.00	
Duplex Dwelling	\$56.75	
Triplex Dwelling	\$75.50	
4-Plex Dwelling	\$113.00	
Multi Units Between 5 and 12	\$156.75	
Over 12 Units	\$156.75 plus \$38.00 each over 12	

For New Commercial or Industrial Buildings	
First \$5,000.00 at \$8.00 per/\$1,000.00 of cost	
Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost	
Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost	
Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost	
Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost	
All over \$25,000.00 at \$1.50 per/\$1,000.00 of cost	

For Rewiring, Repairs or Alterations on Residence, Commercial and Industrial Buildings	
\$100.00 to \$150.00 electric contract \$6.75	
\$151.00 to \$200.00 electric contract \$8.00	
\$201.00 to \$250.00 electric contract \$9.25	
\$251.00 to \$300.00 electric contract \$10.50	
\$301.00 to \$350.00 electric contract \$11.75	
\$351.00 to \$400.00 electric contract \$13.00	
\$401.00 to \$450.00 electric contract \$14.25	
\$451.00 to \$500.00 electric contract \$15.50	
\$501.00 to \$1,000.00 electric contract \$23.00	
\$1,001.00 to \$2,000.00 electric contract \$28.00	
All over \$2,001.00 \$28.00 plus \$1.50 per \$100.00	

Plumbing Fees

For New Residences		5-3-10
Single Dwelling	\$38.00	
Duplex Dwelling	\$56.75	
Triplex Dwelling	\$75.50	
4-Plex Dwelling	\$113.00	
Multi Units Between 5 and 12	\$156.75	
Over 12 Units	\$156.75 plus	

\$38.00 each over 12

For New Commercial or Industrial Buildings

- First \$5,000.00 at \$8.00 per/\$1,000.00 of cost
- Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost
- Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost
- Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost
- Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost
- All over \$25,000.00 at \$1.75 per/\$1,000.00 of cost

For Repairs or Alterations on Residence, Commercial and Industrial Buildings

- \$100.00 to \$150.00 plumbing contract \$6.75
- \$151.00 to \$200.00 plumbing contract \$8.00
- \$201.00 to \$250.00 plumbing contract \$9.25
- \$251.00 to \$300.00 plumbing contract \$10.50
- \$301.00 to \$350.00 plumbing contract \$11.75
- \$351.00 to \$400.00 plumbing contract \$13.00
- \$401.00 to \$450.00 plumbing contract \$14.25
- \$451.00 to \$500.00 plumbing contract \$15.50
- \$501.00 to \$1,000.00 plumbing contract \$23.00
- \$1,001.00 to \$2,000.00 plumbing contract \$28.00
- All over \$2,001.00 \$28.00 plus \$1.50 per \$100.00

Campground

Class A Site	\$30.00
(Lake View, Patio, Water, Sewer, Electric, Cable TV, Fire Pit)	
Class C Site	\$28.00
(Lake View, Patio, Water, Sewer, Electric, Fire Pit)	
Class E Site	\$25.00
(Water, Sewer, Electric)	
Class F Site	\$20.00
(Electric)	
Class G Site	\$12.00
(Tent)	
Long Term Stay Rate	
Limited to Long Term Stay slots which include Water, Sewer, Electric	
Minimum 30 day stay paid in advance – 10% off	
Extra Vehicle Parking (if space available)	\$5.00
Non-Campers Dump Station (per event)	\$5.00
Non-Camper Shower (per shower)	\$5.00

Fire Department

False Alarm Fee (after 1)	\$150.00	4-7-16
Liquor License Inspection Fee	\$50.00	
Fireworks Display (Mortar sizes from 1-3 inches)	\$150.00	
Fireworks Display (Mortar size larger than 3 inches)	\$300.00	
Emergency Response and/or Cleanup of Material	See Chart	
Rate set by the Iowa Fire Service Annual Hazardous material response fee structure for the current calendar year.		

Golf Course

Single Season Pass	\$325.00	
New Member- First Year Single Season Pass	\$150.00	
Family Season Pass - Family: Two or more persons (one of whom is the householder) related by birth, marriage, or adoption, living together and sharing common living, sleeping, cooking, and eating facilities within and individual housing unit as defined by the Storm Lake Zoning Code.)	\$600.00	
Junior Season Pass (17 and Under)	\$50.00	
Electric Cart Storage	\$300.00	
Gas Cart Storage	\$285.00	
Locker Rent/yr	\$20.00	
Golf Club Rental	\$10.00	
Trail Fee (per day)	\$10.00	
Pull Cart Rental	\$3.00	
Pull Cart (year)	\$65.00	
Trail Fee (year)	\$170.00	
10 Round Punch Card	\$125.00	
Discount Tickets – per 9 holes (sold in advance with minimum quantity of 50)	\$10.00	
Weekday 9 Holes	\$15.00	
Weekday 18 Holes	\$20.00	
Weekend 9 Holes	\$20.00	
Weekend 18 Holes	\$25.00	
Cart Rental 9 Holes	\$15.00	
Cart Rental 18 Holes	\$25.00	
Yearly Cart Rental	\$325.00	
Hall Rental	\$250.00	
Hall Rental - Friday Setup Fee (Valid only after 5:00 pm Friday with following Sat. rental)	\$100.00	
Hall Rental (weekday 4hrs or less)	\$100.00	
Bar Setup Fee (Event Center Only)	\$100.00	
9-Hole Course Rental Fee (Minimum 25 participants)	\$250.00	
18-Hole Course Rental Fee (Minimum 25 participants)	\$400.00	
*Course Rental Fees are due at the time of booking.		
*Cancelations require a 72 hour advanced notice.		
*If cancelled inside the 72 hour period, only 50% of the rental Fee will be refunded.		
Group Cart Rental Fee (25 Carts)	\$350.00	

Police

Administrative Fee	\$30.00	
Alarm Business Permit Application	\$75.00	4-7-6
Alarm Business Permit Renewal	\$75.00	4-7-9
False Alarm Equip Malfunction (after 3)	\$75.00	4-7-16
False Alarm	\$75.00	4-7-16
Building Escorts (per car)	\$75.00	5-1-3
Cat License – Not Neutered/Spayed (per year)	\$20.00	8-4-2

Neutered/Spayed (per year)	\$10.00	
Dog License – Not Neutered/Spayed (per year)	\$20.00	8-3-2
Neutered/Spayed (per year)	\$10.00	
Fingerprinting	\$10.00	
Impound/Storage Fee (per day)	\$30.00	8-6-5
Impound Storage Fee – felony related (per day)	\$50.00	
Parking Fine	\$15.00	9-11-4
Report Copies	\$5.00	
Police Escort Fee – per hour, per unit	\$75.00	5-1-3
Emergency Response and/or Cleanup of Material (per hour)		
Police Vehicle (per vehicle)	\$75.00	

King’s Pointe Outdoor Aquatic Center

Family Season Pass	\$275.00	
(up to 5 family members can be included on Pass, Children 4 and under need not be on pass, as they are free.)		
Up to 4 additions of children 5-12 years old @ \$55 each		
Single Season Pass (children and adults)	\$150.00	
Adult BV Resident Daily Pass (Age 12+)	\$8.00	
Child BV Resident Daily Pass (Age 5-11)	\$5.00	
Children (Age 5-11) Standard Pricing	\$12.00	
Adults (Age 12+) Standard Pricing	\$15.00	
4 and under	free	
Twilight Pricing (after 3:00)		
Age 12+	\$7.50	
Age 5-11	\$6.00	
Age 0-4	free	
Land Lovers	\$5.00	
Swim Lessons	\$40.00	
Lap Swimming (per time)	\$4.00	
Lap Swimming Punch Card (10-times)	\$30.00	

Roadway Maintenance

Street Cuts & Replacement - Half Street	\$800.00	
Street Cuts & Replacement Full Street	\$1600.00	

Sewer

Sewer Svc Permit & Connection Fee	\$150.00	3-2-4
Private Wastewater System Permit	\$50.00	3-2-3

Shelter House

Rental Fee - per side	\$110.00	
Damage Deposit – per side	\$200.00	
AWAYSIS Pavilions – per time slot (3 times available)	\$25.00	

Frank Starr Park Open Shelter – per time slot (2 times available)	\$50.00
Campground Open Shelter – per time slot (2 time slots available)	\$50.00
AWAYSIS Great Lawn – per day	\$200.00
Band Shell – per day	\$50.00

Water

Door Tag Fee	\$20.00	3-5-3
Meter Testing Fee (within 2%)	\$50.00	3-4-20
Shut Off – 8 AM to 3 PM	\$50.00	3-4-19 & 3-5-3
Shut Off – After 3 PM	\$75.00	3-4-19 & 3-5-3
Water Svc Permit & Connect Fee	\$150.00	3-4-5
Water Tapping Fee (per inch)	\$65.00	3-4-5
Outside City Limits Hook-up Fee	\$1,500.00	3-4-6
Combined Utility Deposit	\$160.00	

PASSED AND APPROVED this 5th day of June, 2023.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Fire Department Fee Schedule

Harlan, IA

False Alarms- 150.00 after 3 calls within 3 months

Rental Inspections- None

Liquor- None

Fireworks-100.00

Fire Call Response- 150.00/Apparatus/Hour

300.00/Ladder/Hour

40.00/Firefighter/Hour

Le Mars, IA

36.11 Fire Service Fees. The council shall annually set fees by resolution for fire protection services provided to the citizens of the City and surrounding townships. Said fees shall be based upon such factors as in such amounts as recommended by the Fire Chief.

Vehicle Fires up to 500.00

Grass Fires up to 300.00

Structure Fires up to 500.00

Commercial Fires up to 5,000.00

Controlled burn of a structure up to 1,500.00

Hazardous Materials Response use Iowa Fire Service Fee Structure

Liquor License- 40.00 per year

Storm Lake

False Alarm Fee (After 1) 150.00

Liquor License Inspection Fee 50.00

Fireworks Display (Mortar size from 1-3inches) 150.00

Fireworks Display (Mortar size larger than 3 inches) 300.00

Iowa Fire Service

Annual Hazardous Materials Response Fee Structure

Calendar Year 2023

Category	Examples	Hourly Cost*
Heavy Response Apparatus with 4 personnel	Engine, ladder, heavy rescue, etc.	\$357.14
Light Response Apparatus with 2 personnel	Tanker, brush truck, ambulance, staff car, etc.	\$284.63
Extra Response Personnel		\$27.53
Expended Materials	Foam, containment booms, sand, absorbent, etc.	Replacement cost, including shipping.
Equipment Repair and/or Cleaning	Personal protective equipment, hose, nozzles; apparatus, etc.	Cost (parts plus labor), including shipping.
Damaged Equipment and/or Property	May include injury to, destruction of, or loss of natural resources, etc.	Replacement and/or repair cost, including shipping.
Other	Contracted services, contracted equipment, evacuation of people, etc.	Billed as used.

*Minimum of one hour. Billed in 15-minute increments beyond the first hour.

This fee structure will be updated in January of each year according to the CPI-U, US City Average, All Items, 12-month percentage change for the period ending in October of the preceding year. (Reference:

<http://www.bls.gov/cpi/>)

References:

- Hazardous Materials Response Billing Protocol for Iowa Fire Departments, Authored by Iowa Firemen’s Association and the Iowa Hazardous Materials Taskforce, December 2002.
- Iowa Code 455B.392

Supporting Fire Service Organizations:

- Iowa Firefighter's Association
- Iowa Fire Chief's Association
- Iowa Association of Professional Fire Chiefs
- Iowa Hazardous Materials Task Force

Hangar Rent Survey

Jan-23

City	Carosel	T-Hangar	Others
Storm Lake	\$ 75.00	\$ 110.00 To \$ 173.00	\$ 400.00
Lease Discounted	\$ 65.00	\$ 95.00 To \$ 150.00	\$ 400.00
Sac City	\$ 40.00	NA To NA	NA
Carroll		\$ 105.00 To \$ 120.00	\$ 350.00
LeMars		\$ 70.00 To \$ 140.00	
Fort Dodge		\$ 68.00 To \$ 187.00	\$ 725.00
Emmetsburg		\$ 50.00 To \$ 60.00	
Sheldon		\$ 70.00 To \$ 160.00	
Mason City		\$ 158.17 To \$ 225.38	Construction in 2022
Waterloo		\$ 150.00	
Council Bluffs		\$ 155.00 To \$ 185.00	\$ 1,250.00
Hastings, NE		\$ 60.00 To \$ 195.00	\$ 360.00
Gardner, KS		\$ 65.00 To \$ 215.00	
Davenport		\$ 105.00 To \$ 127.00	\$ 285.00
Eastern Iowa Airport		\$ 68.00 To \$ 370.00	\$ 522.00
Cedar Rapids			
Ankeny Regional Airport		\$ 110.00 To \$ 175.00	
Clinton		\$ 95.00	
AVERAGE	\$ 91	\$ 178	\$ 582

Department	Fingerprinting	Parking Tickets	Report Copies	Tow Adm/storage	Pet lic
Storm Lake PD	\$10	\$15	\$4	\$30/\$30	\$10/20
Fort Dodge PD	\$25	\$15	\$5	N/A	\$10/\$5
Spencer PD	No Charge	\$15*	\$5	\$25	\$20
Cherokee PD	\$20	\$15**	\$5	N/A	\$25
Carroll PD	\$10	\$10	\$5	\$20/\$10	N/A
LeMars PD	N/A	\$25	\$5	N/A	N/A
BV County SO	\$10	\$15***	\$10	N/A	N/A

*\$15 regular \$100 Snow Ordinance

**\$15 regular & \$25 Snow

***\$15 Alta \$50 Lakeside

Staff Summary

06/05/2023
Agenda Item # F.3.



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

REPORT TO: Honorable Mayor & Council

FROM: Tyler Gibbins Staff Accountant

SUBJECT: **Resolution No. 66-R-2022-2023 Authorizing Inter-fund Transfers and Adjustments**

BACKGROUND:

Each fiscal year a number of inter-fund transfers must be completed in order to properly account for expenditures and accurately state Fund balances. This Resolution would authorize these transfers along with Audit adjustments and flow of funds through our Debt Service accounts.

These transfers are necessary to comply with Iowa Code 384.18 as the expenditures must be reflected within their originally budgeted Program.

FISCAL IMPACT: There is no actual fiscal impact as these simply reflect movement and accurate statement of Funds as opposed to additional expenditures.

RECOMMENDATION: Approve Resolution No. 66-R-2022-2023 and authorize the attached Transfers and Adjustments.

ATTACHMENTS:

[6620222023 - Interfund Transfers__Adjustements.pdf](#)

RESOLUTION NO. 66-R-2022-2023
A RESOLUTION AUTHORIZING INTERFUND TRANSFERS AND ADJUSTMENTS

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

Section 1. Whereas, there is a need to transfer resources between funds provided as follows:

Fund Key:

001	General Fund	172	Library Misc Memorial Trust	603	Water Plant Debt Service
003	Outdoor Water Park Fund	177	Asset Forfeiture/Law Enforcement Fund	604	Utility Deposits
004	Cottages	178	Police Dept. Evidence Fund	610	Sewer Fund
005	Tort Insurance Fund	200	Debt Service Fund	611	Sewer Capital Improvements
006	Marina	201	Storm Water Debt Service Fund	612	Sewer Debt Reserve
010	Franchise Fees	220	Outdoor Pool/Storm Water GO	613	FEMA HMGP - Sanitary Sewer
030	Outdoor WP Replacement Res	222	Hotel Motel Tax Debt Reserve	620	Storm Water Fund
040	Cottage Reserve Fund	223	\$2.5 Bond Sinking Fund	621	Storm Water Capital
110	Road Use Tax Fund	224	TIF Debt Reserve Fund	622	Storm Water Sinking Fund
112	Special Levy Fund	225	Awaysis Local Option Sinking	670	Landfill Fund
119	Emergency Levy	227	5.6M Series Sinking Fund	750	Lodge Operations Fund
121	Local Option Sales Tax Fund	228	2.94M Series Sinking Fund	753	Lodge Reserve Fund
123	Hotel Motel Tax	230	Hotel/Motel Tax Bonds Fund	754	Lodge Taxes & Insurance
124	Mitigation Fund	231	\$6.2M Ind Park TIF Bond Fund	755	Hotel Revenue Bonds Fund
125	TIF Fund	232	McKenna Sewer Sinking Fund	756	Hotel Property Tax Fund
126	Bargloff TIF	233	Bargloff Reserve Fund	757	Lodge Replacement Reserve Fund
127	The Reserves - TIF	234	Bargloff Sinking Fund	822	Health Benefit Trust Fund
128	#4 LMI Housing URA	235	TIF Bonds Fund	824	125 Flexible Benefits Fund
129	Storm Lake Sub-Division #5	299	Bond Refinancing	825	Wellness Fund
130	South School Urban Renewal	301	Capital Improvement Projects	835	Employee Internal Fund
131	LMI #5 Housing URA	500	Erma Myers Trust Fund	910	Chapter 411 Pension Fund
132	LMI Revolving Fund	600	Water Fund	960	Lake Improvement Commission
167	Restricted Gifts	601	Water Capital Improvements	970	Drainage Districts
168	Senior Center Trust Fund	602	Water Bond Reserve		

Section 2. Whereas, there is a need to transfer resources between funds to provide for operations, fund balancing, and debt service in

Fund From:	Fund To:	Description (What):	Amount:
Fund 001	Fund 301	CDBG-COVID(CV) Library Local Match	\$ 177,887.25
Fund 001	Fund 234	\$3.39M GO Bond Admin Fee	\$ 600.00
Fund 001	Fund 005	Insurance	\$ 49,272.97
Fund 004	Fund 001	Campground Playground Equipment	\$ 40,000.00
Fund 004	Fund 001	Parks Dock Replacement	\$ 31,600.00
Fund 010	Fund 001	Fire Hydrant Fusion Strut Kit 16"	\$ 4,238.57
Fund 010	Fund 001	Fire Multi-Force Air Lifting Bags	\$ 5,382.27
Fund 010	Fund 001	PD Interview Room Camera/Equipment	\$ 31,466.22
Fund 010	Fund 001	Sesquicentennial	\$ 60,000.00
Fund 010	Fund 030	OWP Pump Replacement	\$ 6,538.52
Fund 010	Fund 110	Street Plow Truck	\$ 175,451.00
Fund 010	Fund 301	Fiber Line Installation Closeout	\$ 237,439.50
Fund 010	Fund 301	Hwy 7/110 Local Match	\$ 635,000.00
Fund 110	Fund 301	Hwy 7/110 Local Match	\$ 300,000.00
Fund 112	Fund 910	MFPRSI Transfer	\$ 359,000.00
Fund 112	Fund 825	Wellness Fund	\$ 12,000.00
Fund 119	Fund 001	Emergency Levy	\$ 97,619.17
Fund 121	Fund 001	CH Copier	\$ 13,354.00
Fund 121	Fund 001	CH Updates	\$ 17,043.48
Fund 121	Fund 001	Chautauqua Shelter/Park Security	\$ 36,234.85
Fund 121	Fund 001	Fire Trenching Shore Kit	\$ 19,135.13
Fund 121	Fund 001	Library Security Cameras	\$ 3,255.00
Fund 121	Fund 001	Parks Beach Restoration Equipment	\$ 26,000.00
Fund 121	Fund 001	Parks Pickup (#84)	\$ 51,094.49
Fund 121	Fund 001	Parks Pickup (#92)	\$ 51,094.49

Fund 121	Fund 001	PD Body/In-Car Camera Subscription	\$	29,420.54
Fund 121	Fund 001	PD Camera/Switch Installation	\$	37,354.30
Fund 121	Fund 001	PD Copier	\$	11,000.00
Fund 121	Fund 001	PD Patrol Vehicles (2)	\$	111,397.30
Fund 121	Fund 001	Retail Coach Initial Fee	\$	12,500.00
Fund 121	Fund 110	Street Grapple Bucket	\$	20,572.00
Fund 121	Fund 110	Street Tandem Plow Truck	\$	191,776.00
Fund 121	Fund 110	Street Wheel Loader (#126)	\$	247,871.00
Fund 121	Fund 110	Traffic Light Backup System	\$	34,998.00
Fund 121	Fund 225	\$8.171 M GO Bond	\$	242,457.46
Fund 121	Fund 301	Hwy 7/110 Local Match	\$	75,000.00
Fund 121	Fund 301	Runway 17/35 Lighting Local Match	\$	4,687.00
Fund 121	Fund 757	KP Remodel/Refresh	\$	207,000.00
Fund 121	Fund 223	\$1.85M Hotel Rev Bond	\$	131,420.00
Fund 123	Fund 001	Vegetation Mgmt Plan	\$	3,500.00
Fund 123	Fund 228	\$925k Tax GO Bond	\$	121,517.00
Fund 124	Fund 227	\$5.74M GO Bond	\$	249,960.42
Fund 125	Fund 227	\$5.74M GO Bond	\$	277,001.54
Fund 126	Fund 234	\$2.685M (of \$3.39M) GO Bond	\$	232,547.00
Fund 200	Fund 234	\$705k Fire Truck (of \$3.39M) GO Bond	\$	84,283.41
Fund 201	Fund 227	\$5.74M Go Bond	\$	134,435.16
Fund 220	Fund 225	\$8.171 M GO Bond	\$	499,907.52
Fund 231	Fund 030	OWP Bond Proceed Transfer	\$	44,000.42
Fund 231	Fund 757	King's Pointe TIF Bond	\$	6,155,999.58
Fund 600	Fund 301	Fiber Line Installation Closeout	\$	237,439.50
Fund 600	Fund 601	Water Tower Engineering	\$	592,000.00
Fund 600	Fund 601	Well #21 Project	\$	215,857.17
Fund 600	Fund 601	Well #22 Project	\$	56,000.00
Fund 600	Fund 603	\$2.163M Water Rev Bond	\$	69,947.00
Fund 600	Fund 603	\$7.5M Water Rev SRF Bond	\$	489,520.00
Fund 610	Fund 301	Fiber Line Installation Closeout	\$	237,439.50
Fund 610	Fund 611	Memorial LS Closeout	\$	10,094.38
Fund 610	Fund 612	\$1.608M Memorial LS SRF	\$	89,634.75
Fund 610	Fund 612	\$4.538M Sewer Rev SRF Bond	\$	438,544.50
Fund 610	Fund 612	\$660k Sewer Rev Bond	\$	44,662.50
Fund 612	Fund 611	Memorial LS Closeout	\$	134,298.25
Fund 620	Fund 227	\$5.74M GO Bond	\$	45,902.88
Fund 620	Fund 622	\$729k NCSW SRF Bond	\$	46,500.00
Fund 621	Fund 620	NRDG Project Closeouts	\$	192,147.61
Fund 755	Fund 223	\$1.85M Hotel Rev Bond	\$	65,560.00
Fund 757	Fund 756	Property Taxes	\$	216,314.00
Fund 757	Fund 754	Insurance	\$	112,856.98
Fund 835	Fund 001	Golf Passes Sold	\$	60.00
Fund 601	Fund 620	4th Street Watermain Closeout	\$	11,900.00
Fund 601	Fund 110	4th Street Watermain Closeout	\$	73,944.33
Fund 601	Fund 600	4th Street Watermain Closeout	\$	73,944.33
			\$	15,055,880.24

NOW THEREFORE be it resolved by the City Council of the City of Storm Lake, Iowa, to approve the above said transfers of funds

PASSED AND APPROVED this 5th day of June, 2023

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

06/05/2023
Agenda Item # F.4.



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

REPORT TO: Honorable Mayor & Council

FROM: Brian Oakleaf Finance Director

SUBJECT: **Ordinance No. 13-O-2022-2023 Providing For A New Water Rate Schedule - Second Reading**

BACKGROUND: **Projections for a 7% Water Rate increase in both FY 2024 and FY 2025.**

For Customers:

For the a residential customer paying the minimum rate with 1,500 gallons of use per month, the increase would be \$1.07 a month.

For a high-usage residential customer, 4,100 gallons of use per month, the increase would be \$2.02 per month.

For a high-usage industrial customer, the increase would average \$14,803 a month.

By the second year, the rate increase would provide an additional \$642,582 a year. 63% of this revenue would come from industrial rate codes, 28% from residential and 9% from commercial.

Purpose and Use.

We continue to see operational expense increases. While additional usage results in additional revenue, we must also consider the Capital Investments and Infrastructure needs when considering rates.

Three such projects, Tower #5, Well #22 and Well #21 are all within this two year timeframe. SRF loans will need to utilized for funding. This \$10,000,000 in anticipated debt would have an estimated debt service of \$585,000 a year. The \$642,582 in additional revenue would provide a 110% coverage for this debt.

In just over 12 months we make a final payment on our Water Plant Expansion Bond (\$499,800.) That equates to an additional \$8.3M of

Water Revenue bonding capacity. In 7 years an second Water Revenue Bond will close, providing an additional \$5.1M in bonding capacity. This initial two year, 7% plan, timed with current debt retirement, provides for just under \$24,000,000 towards projects from revenues alone, with no General Obligation debt and not accounting for a penny of additional State or Federal Grants. As we add more projects and hopefully more Grant dollars over the next several years, we will be in an excellent position to evaluate and finance needed projects using this calculated, proactive approach.

FISCAL IMPACT:

As discussed.

RECOMMENDATION:

Council pass on Second Reading: Ordinance No. 13-O-2022-2023
Setting Water Rates For The City Of Storm Lake.

Third Reading: June 19th, 2023

ATTACHMENTS:

[Ordinance No. 13-O-2022-2023 - Ordinance Amending Chapter 3-5 Water Rates Effective 7-1-23__002_\(2\).pdf](#)

ORDINANCE NO. 13-O-2022-2023

ORDINANCE AMENDING CHAPTER 3-5 OF TITLE III OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED “WATER RATES,” TO PROVIDE FOR NEW RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL WATER RATES AND NEW MINIMUM RATES

WHEREAS, the City’s water rates, set out in Section 3-5-1 in Chapter 3-5 of the City Code, need to be adjusted to reflect current costs and expenses.

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

SECTION 1: AMENDMENTS TO SECTION 3-5-1: Chapter 3-5 of Title III of the City Code of the City of Storm Lake, Iowa, is hereby amended by striking Section 3-5-1 of such Chapter and substituting in lieu thereof the following new Section 3-5-1:

Section 3-5-1 Water Rates

a. Effective for billings made on or after July 1, 2022, and before July 1, 2023, water shall be furnished to consumers at the following monthly rates, per meter:

(A) Residential Rate:

A base rate of \$15.26 for the first 1,500 gallons.

\$4.57 per 1,000 gallons for all water used in excess of 1,500 gallons.

(B) Commercial and Industrial rates:

A base rate of \$15.26 for the first 1,500 gallons.

\$4.57 per 1,000 gallons for the next 8,500 gallons.

\$3.30 per 1,000 gallons for the next 150,000 gallons.

\$3.15 per 1,000 gallons for the next 840,000 gallons.

\$3.73 per 1,000 gallons for all water used in excess of 1,000,000 gallons.

Effective for billings made on or after July 1, 2023, and before July 1, 2024, water shall be furnished to consumers at the following monthly rates, per meter:

(A) Residential Rate:

A base rate of \$16.33 for the first 1,500 gallons.

\$4.89 per 1,000 gallons for all water used in excess of 1,500 gallons.

(B) Commercial and Industrial rates:

A base rate of \$16.33 for the first 1,500 gallons.

\$4.89 per 1,000 gallons for the next 8,500 gallons.

\$3.53 per 1,000 gallons for the next 150,000 gallons.

\$3.37 per 1,000 gallons for the next 840,000 gallons.

\$3.99 per 1,000 gallons for all water used in excess of 1,000,000 gallons.

Effective for billings made on or after July 1, 2024, water shall be furnished to consumers at the following monthly rates, per meter:

(A) Residential Rate:

A base rate of \$17.47 for the first 1,500 gallons.

\$5.23 per 1,000 gallons for all water used in excess of 1,500 gallons.

(B) Commercial and Industrial rates:

A base rate of \$17.47 for the first 1,500 gallons.

\$5.23 per 1,000 gallons for the next 8,500 gallons.

\$3.78 per 1,000 gallons for the next 150,000 gallons.

\$3.61 per 1,000 gallons for the next 840,000 gallons.

\$4.27 per 1,000 gallons for all water used in excess of 1,000,000 gallons.

b. The City Council may, by written contract, provide for commercial and industrial rates that are at variance with those set forth above if those same contracts provide long term guarantees that minimum payments will be made to the city to cover future bonded indebtedness during the term of the contract.

c. If a single meter serves a property or area containing one or more multiple dwellings, or an area or property with several residential dwellings, the residential rate shall apply.

d. If a single meter serves an area or property that is used for both residential purposes and for commercial and industrial purposes, the rate for the use that constitutes the majority of the consumption of water shall be used; or, the City Council may order that separate meters be installed to measure the water consumed by each such use.

e. Effective July 1, 2022, the minimum monthly rate for each user of 1,500 gallons or less shall be \$15.26 per user; effective July 1, 2023, the minimum monthly rate for each user of 1,500 gallons or less shall be \$16.33 per user; and effective July 1, 2024, the minimum monthly rate for each user of 1,500 gallons or less shall be \$17.47 per user. If a single meter shall serve more than one dwelling unit, commercial user, or industrial user, the minimum rate shall be increased by a factor equal to the total number of such units or users being served. As used herein, a dwelling includes separate apartments, condominiums, mobile homes or distinct portions of a duplex or multi-family dwelling, but it does not include dormitory rooms, hotel rooms, motel rooms or boarding rooms without separate kitchen and bath facilities.

f. A Residential Consumer shall be charged the Residential Rates specified above. A Commercial Consumer and an Industrial Consumer shall each be charged the Commercial and Industrial Rates specified above. For purposes of this Section 3-5-1, the following definitions apply:

1. "RESIDENTIAL CONSUMER": A consumer purchasing water for single or multi-family dwelling units whether or not such units are used exclusively for family living

purposes.

2. "COMMERCIAL CONSUMER": A consumer purchasing water who does not qualify as a residential consumer and whose average monthly consumption, computed on an annual basis, is less than one hundred sixty thousand (160,000) gallons per month.

3. "INDUSTRIAL CONSUMERS": A consumer purchasing water who does not qualify as a residential consumer and whose average monthly consumption, computed on an annual basis, is more than one hundred sixty thousand (160,000) gallons per month.

SECTION 2. REPEALER: All ordinances or parts of ordinances of the City of Storm Lake, Iowa in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase, 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 provision, section, subsection, sentence, clause, phrase, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. 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 _____, 2023.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

06/05/2023

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: Brian Oakleaf Finance Director

SUBJECT: **Ordinance No. 14-O-2022-2023 Providing For A New Sewer Rate Schedule - Second Reading**

BACKGROUND: **Projections for a 7% Sewer Rate increase in both FY 2024 and FY 2025.**

For Customers:

For all customers, the Base Rate would increase \$1.79 a month the first year, and an additional \$1.91 the second year.
By the second year, the user service charge will have increased by \$0.66.
2 year increases to sewage strength surcharges: BOD \$0.08/lb, TSS \$0.06/lb, Ammonia Nitrogen \$0.29/lb

By the second year, the rate increase would provide an additional \$478,796 a year. 56% of this revenue would come from residential rate codes, 44% from Commercial (Industrial.)

Purpose and Use.

We continue to see operational expense increases. While additional usage results in additional revenue, we must also consider the Capital Investments and Infrastructure needs when considering rates.

We currently have \$15,334,845 in wastewater related projects, without factoring in expansion or possible BRIC projects.
The \$478,796 revenue increase would equate to an \$8.1M Bond.
In 7 years, coinciding with the Water Revenue Bond, Sewer Revenue Bond will also close, providing an additional \$7.6M in bonding capacity. This initial two year, 7% plan, timed with current debt retirement, provides for just under \$16,000,000 towards projects from revenues alone, with no General Obligation debt and not accounting for a penny of additional State or Federal Grants. As we add more projects

and hopefully more Grant dollars over the next several years, we will be in an excellent position to evaluate and finance needed projects using this calculated, proactive approach.

FISCAL IMPACT: As discussed.

RECOMMENDATION: Council pass on Second Reading: Ordinance No. 14-O-2022-2023
Setting Sewer Rates For The City Of Storm Lake.
Third Reading: June 19th, 2023

ATTACHMENTS:

[Ordinance No. 14-2022-2023 - Ordinance Amending Chapter 3-3 to Increase Sewer Rates Effective 7-1-23 \(2\).pdf](#)

ORDINANCE NO. 14-O-2022-2023

ORDINANCE AMENDING CHAPTER 3-3 OF TITLE III OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED “SEWER RATES,” TO PROVIDE FOR NEW RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL SEWER RATES AND NEW MINIMUM RATES

WHEREAS, the City’s sewer rates, set out in Section 3-3-4 in Chapter 3-3 of the City Code need to be adjusted to reflect current costs and expenses.

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

SECTION 1: AMENDMENTS TO SECTION 3-3-4: Chapter 3-3 of Title III of the City Code of the City of Storm Lake, Iowa, is hereby amended by striking Section 3-3-4 of such Chapter and substituting in lieu thereof the following new Section 3-3-4:

Section 3-3-4 Rate Schedule

(A) Each user shall pay for the services provided by the City based on the user’s use of the treatment works as determined by water meter(s) acceptable to the City.

(B) Each contributor shall pay a base user charge of twenty-three dollars and eighty-seven cents (\$23.87) per month per water meter utilized by such contributor and which charge shall be in addition to the charges set forth in subsections (D) and (E) which follow.

In addition, the base user charge shall automatically increase effective July 1, 2023 to twenty-five dollars and fifty-four cents (\$25.54) per month per water meter utilized by such contributor; and shall increase effective July 1, 2024 to twenty-seven dollars and thirty-three cents (\$27.33) per month per water meter utilized by such contributor.

If a single meter shall serve more than one dwelling unit, commercial user, or industrial user, the base user charge shall be increased by a factor equal to the total number of such units or users being served. As used herein, a dwelling unit includes separate apartments, condominiums, mobile homes, or distinct portions of a duplex or multi-family dwelling, but it does not include dormitory rooms, hotel or motel rooms, or boarding rooms without separate kitchen and bath facilities.

(C) Amount of hydraulic loading subject to user charge:

1. In addition to the base rate, all residential contributors shall pay monthly user charges which shall be based on all water used by that contributor for that month at the rate set forth in subparagraph (D). If a residential contributor uses water for lawn watering which is not returned to the collection system, the user charge for that contributor may be based on a wastewater meter(s)

or separate water meter(s) installed and maintained at the contributor's expense, and in a manner acceptable to the City.

2. In addition to the base rate, all industrial and commercial contributors, which shall include all contributors who do not qualify as residential contributors, shall pay monthly user charges which shall be based on all water used by that contributor for that month at the rate set forth in subparagraph (D). If a commercial or industrial contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter(s) or separate water meter(s) installed and maintained at the contributor's expense, and in a manner acceptable to the City.

(D) Each contributor shall pay a user service charge for operation and maintenance including replacement and debt service of four dollars and fifty-nine cents (\$4.59) per one thousand (1,000) gallons of water (or wastewater) used as determined in Subsection (A) of this Section 3-3-4. In addition, the user service charge for operation and maintenance including replacement and debt service shall increase effective July 1, 2023 to four dollars and ninety-one cents (\$4.91) per one thousand (1,000) gallons of water (or wastewater) used as determined in Subsection (A) of this Section 3-3-4. In addition, the user service charge for operation and maintenance including replacement and debt service shall increase effective July 1, 2024 to five dollars and twenty-five cents (\$5.25) per one thousand (1,000) gallons of water (or wastewater) used as determined in Subsection (A) of this Section 3-3-4.

(E) For those contributors who contribute wastewater the strength of which is greater than normal domestic sewage, a surcharge in addition to the normal user charge shall be paid. The surcharge for operation and maintenance including replacement is:

\$0.54 per pound BOD in excess of the BOD concentration in normal domestic wastewater;

Effective July 1, 2023, \$0.58 per pound BOD in excess of the BOD concentration in normal domestic wastewater;

Effective July 1, 2024, \$0.62 per pound BOD in excess of the BOD concentration in normal domestic wastewater;

\$0.43 per pound TSS in excess of the TSS concentration in normal domestic wastewater;

Effective July 1, 2023, \$0.46 per pound TSS in excess of the TSS concentration in normal domestic wastewater;

Effective July 1, 2024, \$0.49 per pound TSS in excess of the TSS concentration in normal domestic wastewater;

\$2.04 per pound ammonia nitrogen in excess of the ammonia nitrogen concentration in normal domestic wastewater.

Effective July 1, 2023, \$2.18 per pound ammonia nitrogen in excess of the ammonia nitrogen concentration in normal domestic wastewater.

Effective July 1, 2024, \$2.33 per pound ammonia nitrogen in excess of the ammonia nitrogen concentration in normal domestic wastewater.

(F) Any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the City's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each such user shall be as determined by the responsible plant operating personnel and approved by the City Council.

(G) The user charge rates established in this Section apply to all users of the domestic wastewater treatment facility located within the City limits. User charge rates for contributors outside of the City limits whose rates are not established by contract shall be as determined by resolution of the Council, but they shall not be less than the user charge rates established for users located within the City limits. User charge rates for contributors located outside the City limits which are presently established by contract shall be honored for the duration of the contract but no renewal or modification of that contract shall be made which does not provide that the contributor shall pay user charge rates at least equal to those charged to users located within the City limits.

SECTION 2. REPEALER: All ordinances or parts of ordinances of the City of Storm Lake, Iowa in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase, 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 provision, section, subsection, sentence, clause, phrase, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. 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 _____, 2023.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

06/05/2023
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: Brian Oakleaf Finance Director

SUBJECT: **Resolution No. 67-R-2022-2023 Appointing UMB Bank, N.A. as Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.**

BACKGROUND: This Resolution would recognize UMB Bank, N.A. of West Des Moines, Iowa as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of the Series 2023A Capital Loan Notes.

These services are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes.

UMB Bank provided these services on every Note Issuance for the City of Storm Lake.

FISCAL IMPACT: Typical transfer fees are typically \$250 or \$500, twice a year, depending on Issue.

RECOMMENDATION: Approve Resolution No. 67-R-2022-2023

ATTACHMENTS:
[6720222023 - Appointing UMB Bank, NA as Paying Agent.pdf](#)

RESOLUTION NO. 67-R-2022-2023

**RESOLUTION APPOINTING UMB BANK, N.A. OF WEST
DES MOINES, IOWA, TO SERVE AS PAYING AGENT,
NOTE REGISTRAR, AND TRANSFER AGENT,
APPROVING THE PAYING AGENT AND NOTE
REGISTRAR AND TRANSFER AGENT AGREEMENT
AND AUTHORIZING THE EXECUTION OF THE
AGREEMENT**

WHEREAS, \$5,800,000 Taxable Urban Renewal Tax Increment Revenue Capital Loan Notes, Series 2023A, dated June 15, 2023 (the “Notes”), have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer, and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of the Notes.
2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 5th day of June 2023.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

06/05/2023

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: Brian Oakleaf Finance Director

SUBJECT: **Resolution No. 68-R-2022-2023 Approving And Authorizing A Form Of Loan Agreement And Authorizing And Providing For The Issuance And Securing The Payment Of \$5,800,000 Taxable Urban Renewal Tax Increment Revenue Capital Loan Notes, Series 2023A, Of The City Of Storm Lake, State Of Iowa, Under The Provisions Of The Code Of Iowa, And Providing For A Method Of Payment Of The Notes.**

BACKGROUND: This Resolution will finalize the Issuance of \$5,800,000 Taxable Urban Renewal Tax Increment Revenue Capital Loan Notes, Series 2023A. Piper Sandler & Co. will serve as Placement Agent for this issue, with Private Placement to immediately follow.

Again, the Agreement stipulates that all Notes will be payable solely and only from TIF Revenues under Iowa Code Section 403.19.

FISCAL IMPACT: \$5,800,000 in funds available for King's Pointe Resort's remodel, refresh, repair, replace and update. \$418,083.33 for FY 2024, \$435,000 per year through FY 2031, at which point a principal schedule and 7.5% coupon begins. There will not be a need for a Reserve Fund.

RECOMMENDATION: Approve Resolution No. 68-R-2022-2023 approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance and securing the payment of \$5,800,000 Taxable Urban Renewal Tax Increment Revenue Capital Loan Notes, Series 2023A, of the City of Storm Lake, State of Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of the Notes.

ATTACHMENTS:

[6820222023 - Resolution Approving Loan Agreement.docx](#)

RESOLUTION NO. 68-R-2022-2023

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$5,800,000 TAXABLE URBAN RENEWAL TAX INCREMENT REVENUE CAPITAL LOAN NOTES, SERIES 2023A, OF THE CITY OF STORM LAKE, STATE OF IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF THE NOTES

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

WHEREAS, the Plan has subsequently been amended, lastly by the adoption of Amendment No. 9 to the Plan, adopted by Resolution No. 53-R-2022-2023, adopted April 3, 2023; and

WHEREAS, the Plan, as amended, authorizes the undertaking of urban renewal projects in accordance therewith and Chapter 403 of the Code of Iowa, including the Project outlined herein (the "Project"); and

WHEREAS, the City previously adopted Ordinance No. 03-O-2019-2020, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided, and a special fund created under the authority of Section 403.19(2) of the Code of Iowa, as amended, (which special fund is hereinafter referred to as the "Storm Lake Urban Renewal Revenue Project Fund" or the "Revenue Fund") which fund is created in order to pay the principal of and interest on loans, monies advanced to or indebtedness whether funded, refunded, assumed, or otherwise, including bonds issued under the authority of Section 403.9(1) of the Code of Iowa, as amended, incurred by the City to finance or refinance in whole or in part authorized urban renewal projects in the Area, and pursuant to which Ordinance such Revenue Fund may be irrevocably pledged by the City for the payment of principal and interest on such indebtedness; and

WHEREAS, provision must now be made by the City to provide for the payment of Project costs by the issuance of \$5,800,000 Taxable Urban Renewal Tax Increment Revenue Capital Loan Notes, Series 2023A (the "Notes"), which Notes will be payable solely and only from incremental taxes ("TIF Revenues") under Iowa Code Section 403.19 produced by a portion of the Urban Renewal Area; and

WHEREAS, pursuant to the provisions of Iowa Code Chapter 403, bonds issued under said Chapter are not subject to any other law relating to the authorization, issuance or sale, and are declared to be issued for an essential public purpose

WHEREAS, Iowa Code Section 403.17(3) defines “Bonds” as used in Chapter 403 to include “notes” and “other obligations”; and

WHEREAS, Iowa Code Section 403.9(4) provides that bonds sold under Iowa Code Section 403.9 may be sold at public or private sale; and

WHEREAS, the notice of intention of the City to take action for the issuance of such Notes has heretofore been duly published and no objections to such proposed action have been filed and it is now necessary and advisable that provisions be made for the issuance of Notes pursuant to the provisions of Section 403.9(1) of the Code of Iowa; and

WHEREAS, the Notes have been sold at private sale, and it is deemed necessary and advisable that the Notes be issued for said purposes in accordance with the terms of this Resolution.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Additional Obligations" shall mean any Parity Obligations and Subordinate Obligations.
- "Clerk" shall mean the City Clerk, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.
- "Economic Refunding" shall mean the sale and issuance of refunding bonds or notes issued to discharge and satisfy all or a part of the Notes or the then outstanding Parity Obligations in accordance with Section 20 of this Resolution, and to pay costs of issuance. The refunding must (i) produce annual debt service on the refunding bonds or notes not greater than the total (remaining) debt service on the refunded bonds or notes; and (ii) in any given Fiscal Year, shall not have a payment that is greater than the payment on the Notes or Parity Obligations being refunded.
- "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the Urban Renewal Area. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year.

- "Governing Body" shall mean the City Council of the City, or its successor in function with respect to the operation and control of the Urban Renewal Area.
- "Independent Auditor" shall mean an independent firm of Certified Public Accountants or the Auditor of State, or an independent financial consultant regularly in the business of providing parity certificates.
- "Issuer" and "City" shall mean the City of Storm Lake, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Notes" or "Note" shall mean \$5,800,000 Taxable Urban Renewal Tax Increment Revenue Capital Loan Notes, Series 2023A, authorized to be issued by this Resolution.
- "Ordinance" shall mean Ordinance No. 03-O-2019-2020, as further amended by the City.
- "Original Purchaser" or "Purchaser" shall mean the purchaser of the Notes from the Issuer at the time of their original issuance.
- "Parity Obligations" shall mean urban renewal revenue bonds, notes, or obligations, payable solely from the TIF Revenues of the Urban Renewal Area on an equal basis with the Notes herein authorized to be issued, and shall include any Additional Obligations as authorized to be issued under the terms of this Resolution which are not Subordinate Obligations.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Permitted Investments" shall mean:
 - direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;
 - obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:
 - Export - Import Bank
 - Farm Credit System Financial Assistance Corporation
 - USDA Rural Development
 - General Services Administration

- U.S. Maritime Administration
 - Small Business Administration
 - Government National Mortgage Association (GNMA)
 - U.S. Department of Housing & Urban Development (FHA's)
 - Federal Housing Administration
- repurchase agreements whose underlying collateral consists of the investments set out above if the Issuer takes delivery of the collateral either directly or through an authorized custodian. Repurchase agreements do not include reverse repurchase agreements;
 - senior debt obligations rated "AAA" by Standard & Poor's Corporation (S&P) or "Aaa" by Moody's Investors Service Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;
 - U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);
 - commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P or "P-1" by Moody's and which matures not more than 270 days after the date of purchase;
 - investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P, or "AAA" or "AA" by Moody's Investors Services, Inc.;
 - pre-refunded municipal obligations, defined as any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P or Moody's or any successors thereto; or (b)(i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct obligations of the Department of the Treasury of the United States of America, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on

the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

- tax exempt bonds as defined and permitted by section 148 of the Internal Revenue Code and applicable regulations and only if rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa;
 - an investment contract rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa; and
 - A joint investment trust organized pursuant to chapter 28E, provided that the joint investment trust complies with Iowa Code 12B.10(5)(a)(7).
- “Project” shall mean aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 and the Storm Lake Industrial Park Urban Renewal Plan for the Storm Lake Industrial Park Urban Renewal Area, including renovating, improving, equipping and reconstructing the King’s Pointe Resort and indoor waterpark.
 - "Project Fund" shall mean the fund established under this Resolution for the deposit of a portion of the proceeds to pay the costs of the Project.
 - "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
 - "Resolution" shall mean this resolution authorizing the issuance of the Notes.
 - "Revenue Fund" shall mean the special fund Under Iowa Code Section 403.19 into which all TIF Revenues of the Urban Renewal Area shall be deposited.
 - "Subordinate Obligations" shall mean any bonds, notes, or other obligations that are subordinate to the Notes.
 - “TIF Debt Certification Date” with respect to collection in incremental taxes pursuant to Section 403.19(2) of the Code of Iowa shall mean December 1 for the fiscal year beginning the following July 1, or whatever date the required by the State of Iowa with respect to certification of TIF taxes necessary for collection in the fiscal year stating the following July 1.

- "TIF Revenues" shall mean the revenues received into the special tax fund created by the Ordinance and authorized by Section 403.19(2) of the Code of Iowa derived from the Urban Renewal Area and certified by the City.
- "Treasurer" shall mean the City Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.
- "Urban Renewal Area" shall mean the Storm Lake Industrial Park Urban Renewal Plan as approved and amended by this Council previously, which may be amended from time to time in accordance with Chapter 403 of the Code of Iowa.

Section 2. Authority. The Loan Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A and 403.9 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Loan Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Authorization and Purpose. There is hereby authorized to be issued, one signal term Note for the purpose of paying costs of the Project.

Section 4. Source of Payment. The City pledges to the payment of principal and interest on the Notes, (a) TIF Revenues of the Urban Renewal Area collected in the Revenue Fund and held in the Sinking Fund. The Notes herein authorized and Parity Obligations and the interest thereon shall be payable solely and only out of the TIF Revenues of the Urban Renewal Area and (b) with respect to the Notes only from amounts on deposit in the Sinking Fund. The Issuer hereby pledges the TIF Revenues of the Urban Renewal Area for repayment of the Notes, which shall be a first lien on the future TIF Revenues of the Urban Renewal Area. The Notes shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation and the Issuer shall be in no manner liable by reason of the failure of the TIF Revenues of the Urban Renewal Area and the Sinking Fund to be sufficient for the payment of the Notes. The Notes are hereby declared to be issued for essential public and governmental purposes for qualified urban renewal projects.

The Notes shall recite in substance that they have been issued by the City in connection with an urban renewal project as defined by Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any Note issued hereunder or the security therefor, such Notes shall be conclusively deemed to have been issued for such purpose and such project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

Section 5. Note Details. Taxable Urban Renewal Tax Increment Revenue Capital Loan Notes, Series 2023A, of the City in the amount of \$5,800,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 403.9 of the Code of Iowa for the aforesaid purpose. The Notes shall be designated "TAXABLE URBAN RENEWAL TAX INCREMENT REVENUE CAPITAL LOAN NOTES,

SERIES 2023A", be dated June 15, 2023, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, such interest payable on December 1, 2023, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided. The Notes shall be issued as a single term Note in the denomination of \$5,800,000 maturing June 1st of each of the years and in such amounts as shown on the schedule attached hereto as Exhibit A.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Note shall be in the denomination of \$5,800,000.

Section 6. Redemption.

i. Optional Redemption. Principal maturing on the Notes after June 1, 2031 may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' notice of redemption shall be given to the registered owner of the Note. Failure to give such notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

Notwithstanding any provision herein or in the Notes to the contrary, no presentment or surrender of the Notes shall be required for receipt of payment of principal of or interest on the Note except at final maturity.

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. UMB Bank, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. The Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office

of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

Non-Presentation of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Notes, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Notes to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
1. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered Noteholder.

Section 12. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

(6)	(6)		
(7)	(8)		
(1)			
(2)	(3)	(4)	(5)
(9)			
(9a)			
(10) (Continued on the back of this Note)			
(11)(12)(13)	(14)	(15)	

FIGURE 1
(Front)

<p>(10) (Continued)</p>		<p>(16)</p>
-----------------------------	--	-------------

FIGURE 2
(Back)

The text of the Notes to be located thereon at the item numbers shown shall be as follows:

Item 1, figure 1= "STATE OF IOWA"
"COUNTY OF BUENA VISTA"
"CITY OF STORM LAKE"
"TAXABLE URBAN RENEWAL TAX INCREMENT
REVENUE CAPITAL LOAN NOTE"
"SERIES 2023A"
TAXABLE FOR FEDERAL INCOME TAX PURPOSES

Item 2, figure 1 = Rate: _____
Item 3, figure 1 = Maturity: _____
Item 4, figure 1 = Note Date: _____
Item 5, figure 1 = CUSIP No.: None
Item 6, figure 1 = "Registered"
Item 7, figure 1 = Note No. _____
Item 8, figure 1 = Principal Amount: \$ _____

Item 9, figure 1= The City of Storm Lake, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, to

Item 9A, figure 1 = (Registration panel to be completed by Registrar or Printer with name of Registered Owner).

Item 10, figure 1 = or registered assigns, the principal sum of (dollar amount written out) in lawful money of the United States of America, in such principal amounts and maturities as shown on the debt service schedule attached hereto as Exhibit A, with interest on such sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2023, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date.

THE HOLDERS OF THE NOTES SHOULD TREAT THE INTEREST AS SUBJECT TO FEDERAL INCOME TAXATION.

This Note is issued pursuant to the provisions of Sections 384.24A and 403.9 of the City Code of Iowa, for the purpose of paying costs of aiding in the planning, undertaking, and carrying out of urban renewal projects under the authority of Chapter 403 and the Storm Lake Industrial Park Urban Renewal Plan for the Storm Lake Industrial Park Urban Renewal Area, including renovating, improving, equipping and reconstructing the King's Pointe Resort and indoor waterpark, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated June 15, 2023, in conformity to a Resolution of the City Council of the City

duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which Additional Obligations or Notes of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Loan Agreement and Resolution.

Principal amounts of the Notes maturing after June 1, 2031 may be called for redemption by the Issuer and paid before maturity on any date, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' notice of redemption shall be given to the registered owner of the Note. Failure to give such notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

This Note and the series of which it forms a part, and any Additional Obligations which may be hereafter issued and outstanding from time to time on a parity with the Notes, as provided in the Note Resolution of which notice is hereby given and is hereby made a part hereof, are payable from and secured by the TIF Revenues of the Amended and Restated Storm Lake Industrial Park Urban Renewal Area (the "Urban Renewal Area"), as defined and provided in the Resolution, including the fund and portion of taxes to be paid into such fund as referred to and authorized by Section 403.19 of the Code of Iowa, as amended, and with respect to the Notes only, the Sinking Fund. There has heretofore been established and the City covenants and agrees that it will maintain in force the Ordinance providing for the division of incremental taxes within the Urban Renewal Area, and the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Notes, and other notes ranking on a parity therewith, as the same become due. This Note is not payable in any manner by taxation and under no circumstances shall the City be in any manner liable by failure of the TIF Revenues and the Sinking Fund to be sufficient for the payment hereof.

This Note and the series of which it forms has been issued by the City in connection with an urban renewal project as defined in Chapter 403 of the Code of Iowa, and in any suit, action or proceeding involving the validity or enforceability of any note issued hereunder or the security therefor, such Notes shall be conclusively deemed to have been issued for such purpose and such

project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of Chapter 403 of the Code of Iowa.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Note to be signed by the manual signature of its Mayor and attested by the manual signature of its Clerk, with the seal of the City impressed hereon, and authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

- Item 11, figure 1 = Date of Authentication:
- Item 12, figure 1 = This is one of the Notes described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB Bank, N.A., Registrar

By: _____
Authorized Signature

- Item 13, figure 1 = Registrar and Transfer Agent: UMB Bank, N.A.
- Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

- Item 14, figure 1 = (Seal)
- Item 15, figure 1 = (Signature Block)

CITY OF STORM LAKE, STATE OF IOWA

By: _____ (manual signature)
Mayor

ATTEST:

By: _____ (manual signature)
City Clerk

- Item 17, figure 1 = (Assignment Block)
(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated this _____ day of _____, 2023.

SIGNATURE)
GUARANTEED)

(Person(s) executing this Assignment sign(s) here)

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the Certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

* If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

\$435,000.00	2030/2031
\$760,000.00	2031/2032
\$755,625.00	2032/2033
\$754,750.00	2033/2034
\$767,000.00	2034/2035
\$751,250.00	2035/2036
\$754,375.00	2036/2037
\$739,875.00	2037/2038
\$728,875.00	2038/2039
\$721,000.00	2039/2040
\$395,875.00	2040/2041
\$502,125.00	2041/2042
\$499,000.00	2042/2043
\$284,000.00	2043/2044
\$277,875.00	2044/2045
\$271,000.00	2045/2046
\$263,375.00	2046/2047

Section 16. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the TIF Revenues of the Urban Renewal Area shall be deposited as collected in the "Revenue Fund, and shall be disbursed only as follows:

(a) Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay the principal and interest requirements of the Fiscal Year on the Notes and Parity Obligations. This fund shall be known as the Storm Lake Revenue Note Principal and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund shall be 100% of the amount necessary to pay in full the installment of principal and interest coming due during said Fiscal Year. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and deposited into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligations as the same shall become due and payable.

(b) Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the revenues of the Urban Renewal Area, but subordinate to the Notes and Parity Obligations.

(c) Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution,

or may be used to pay or redeem the Notes or Parity Obligations, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which the funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the 10th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of the funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full. The provisions of this Section shall not be construed to require the Issuer to maintain separate bank accounts for the funds created by this Section; except the Sinking Fund shall be maintained as a separate account. All other funds created by this Resolution may be invested in conjunction with other funds of the City, so long as they are clearly designated as a trust fund on the books and records of the City.

Section 17. Investments. All of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation or its equivalent successor, and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2023, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided.

Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, and this Resolution.

All income derived from such investments shall be deposited in the Revenue Fund and shall be regarded as revenues of the Urban Renewal Area. Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 18. Covenants Regarding the Urban Renewal Area. The Issuer hereby covenants and agrees with each and every holder of the Notes and Parity Obligations:

(a) Maintenance in Force. The Issuer will maintain the Urban Renewal Area and the Ordinance in force and will annually certify indebtedness for the Project and cause the TIF Revenues of the Urban Renewal Area to be collected and applied as provided in this Resolution. Provided, however, that to the extent that amounts are on hand and are sufficient to meet the payments required to be made and to maintain a sufficient balance in each fund as required by this Resolution, the Issuer may adjust the certification for incremental taxes in any year.

(b) State Laws. The Issuer will faithfully and punctually perform all duties with reference to the Urban Renewal Area required by the Constitution and laws of the State of Iowa, including the making and collecting of reasonable and sufficient rates for

services rendered by the Urban Renewal Area as above provided, and will segregate the revenues of the Urban Renewal Area and apply the revenues to the funds specified in this Resolution.

Section 19. Remedies of Noteholders. Except as herein expressly limited the holder or holders of the Notes and Parity Obligations shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Notes and interest thereon, and of the pledge of the TIF Revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 20. Prior Lien and Parity Obligations; Subordinate Obligations. The Issuer will issue no other notes, bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the property or TIF Revenues of the Urban Renewal Area having priority over the Notes or Parity Obligations.

Additional Obligations may be issued on a parity and equality of rank with the Notes with respect to the lien and claim of such Additional Obligations to the TIF Revenues, for the following purposes and under the following conditions, but not otherwise:

- (a) For the purpose of refunding any of the Notes or Parity Obligations outstanding so long as the refunding is an Economic Refunding, without having to comply with subsection (b) below;
- (b) For the purpose of aiding, planning and undertaking urban renewal Projects in the Urban Renewal Area, if all of the following conditions shall have been met:
 - (i) before any such Additional Obligations ranking on a parity are issued, there will have been procured and filed with the City Clerk, a statement of an Independent Auditor, not a regular employee of the Issuer, reciting the opinion, based upon necessary investigations (the "Parity Report"), that the TIF Revenues for the Fiscal Year (in which the certificate is prepared) were equal to at least 1.25 times the maximum amount that will be required in any Fiscal Year of any of the Notes, Parity Obligations and the proposed Additional Obligations for both principal of and interest on all Notes, Parity Obligations, and the Additional Obligations then proposed to be issued. For all Notes, Parity Obligations and the proposed Additional Obligations, the Parity Report must assume that the Issuer has appropriated funds for the payment of debt service in each Fiscal Year on said obligations through their respective final maturity. Additionally, if the Issuer has not requested 100% of the available TIF Revenues of the Urban Renewal Area for the current Fiscal Year, the Parity Report may adjust the TIF Revenues of the Urban Renewal Area for said Fiscal Year to the maximum amount of TIF Revenues that would have been collected had the Issuer requested to

receive 100% of the available TIF Revenues of the Urban Renewal Area;
and

(ii) the Additional Obligations must be payable as to principal and as to interest on the same month and day as the Notes herein authorized.

(iii) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

(iv) for the purposes of this Section, general obligations shall be refunded with Additional Obligations ranking on parity with the Notes only upon a finding by the Governing Body that the general obligations were issued and the proceeds thereof were expended for the purpose of aiding in the planning or undertaking of an urban renewal project in the Urban Renewal Area.

(v) for purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a certified public accountant are issued and available, but in no event a Fiscal Year which ended more than eighteen months prior to the date of issuance of Additional Obligations.

The Issuer may issue Subordinate Obligations without otherwise complying with the provisions of Section 20 above. The resolution authorizing the issuance of Subordinate Obligations shall provide that such Subordinate Obligations shall be junior and subordinate in lien and right of payment to all Parity Obligations at any time. Any series of Subordinate Obligations may have rank and priority with respect to any other series of Subordinate Obligations as provided in the resolution authorizing such series of Subordinate Obligations and may contain such other provisions as are not in conflict with the provisions of this Resolution.

Section 21. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 22. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

(a) By paying the Notes or Parity Obligations when the same shall become due and payable; and

(b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body for the payment of the obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which the obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any, that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Notes or Parity Obligations shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 23. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding two Sections, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 24. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Notes and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

(a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Notes or Parity Obligations; or to comply with any application provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Notes or Parity Obligations;

(b) to grant to or confer upon the holders of the Notes or Parity Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Notes;

(c) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

(d) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 25. Amendment of Resolution Requiring Consent. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by the holders of not less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held, defeased, or owned by or for the account of the Issuer, but including such refunding obligations as may have been issued for the purpose of refunding any of such Notes if such refunding obligations shall not then be owned by the Issuer).

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Note as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of the notice there shall be filed with the City Clerk an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Notes then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in the notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Governing Body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Notes and Parity Obligations.

Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Notes held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Notes described in such certificate.

Section 26. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 27. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

ADOPTED AND APPROVED this 5th day of June 2023.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

EXHIBIT A

BOND DEBT SERVICE

City of Storm Lake, Iowa
Urban Renewal Tax Increment Revenue Bonds,
Series 2023 (New Money Projects)

Dated Date 06/15/2023
Delivery Date 06/15/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
06/15/2023						5,800,000	5,800,000
12/01/2023			200,583.33	200,583.33		5,800,000	5,800,000
06/01/2024			217,500.00	217,500.00	418,083.33	5,800,000	5,800,000
12/01/2024			217,500.00	217,500.00		5,800,000	5,800,000
06/01/2025			217,500.00	217,500.00	435,000.00	5,800,000	5,800,000
12/01/2025			217,500.00	217,500.00		5,800,000	5,800,000
06/01/2026			217,500.00	217,500.00	435,000.00	5,800,000	5,800,000
12/01/2026			217,500.00	217,500.00		5,800,000	5,800,000
06/01/2027			217,500.00	217,500.00	435,000.00	5,800,000	5,800,000
12/01/2027			217,500.00	217,500.00		5,800,000	5,800,000
06/01/2028			217,500.00	217,500.00	435,000.00	5,800,000	5,800,000
12/01/2028			217,500.00	217,500.00		5,800,000	5,800,000
06/01/2029			217,500.00	217,500.00	435,000.00	5,800,000	5,800,000
12/01/2029			217,500.00	217,500.00		5,800,000	5,800,000
06/01/2030			217,500.00	217,500.00	435,000.00	5,800,000	5,800,000
12/01/2030			217,500.00	217,500.00		5,800,000	5,800,000
06/01/2031			217,500.00	217,500.00	435,000.00	5,800,000	5,800,000
12/01/2031			217,500.00	217,500.00		5,800,000	5,800,000
06/01/2032	325,000	7.500%	217,500.00	542,500.00	760,000.00	5,475,000	5,475,000
12/01/2032			205,312.50	205,312.50		5,475,000	5,475,000
06/01/2033	345,000	7.500%	205,312.50	550,312.50	755,625.00	5,130,000	5,130,000
12/01/2033			192,375.00	192,375.00		5,130,000	5,130,000
06/01/2034	370,000	7.500%	192,375.00	562,375.00	754,750.00	4,760,000	4,760,000
12/01/2034			178,500.00	178,500.00		4,760,000	4,760,000
06/01/2035	410,000	7.500%	178,500.00	588,500.00	767,000.00	4,350,000	4,350,000
12/01/2035			163,125.00	163,125.00		4,350,000	4,350,000
06/01/2036	425,000	7.500%	163,125.00	588,125.00	751,250.00	3,925,000	3,925,000
12/01/2036			147,187.50	147,187.50		3,925,000	3,925,000
06/01/2037	460,000	7.500%	147,187.50	607,187.50	754,375.00	3,465,000	3,465,000
12/01/2037			129,937.50	129,937.50		3,465,000	3,465,000
06/01/2038	480,000	7.500%	129,937.50	609,937.50	739,875.00	2,985,000	2,985,000
12/01/2038			111,937.50	111,937.50		2,985,000	2,985,000
06/01/2039	505,000	7.500%	111,937.50	616,937.50	728,875.00	2,480,000	2,480,000
12/01/2039			93,000.00	93,000.00		2,480,000	2,480,000
06/01/2040	535,000	7.500%	93,000.00	628,000.00	721,000.00	1,945,000	1,945,000
12/01/2040			72,937.50	72,937.50		1,945,000	1,945,000
06/01/2041	250,000	7.500%	72,937.50	322,937.50	395,875.00	1,695,000	1,695,000
12/01/2041			63,562.50	63,562.50		1,695,000	1,695,000
06/01/2042	375,000	7.500%	63,562.50	438,562.50	502,125.00	1,320,000	1,320,000
12/01/2042			49,500.00	49,500.00		1,320,000	1,320,000
06/01/2043	400,000	7.500%	49,500.00	449,500.00	499,000.00	920,000	920,000
12/01/2043			34,500.00	34,500.00		920,000	920,000
06/01/2044	215,000	7.500%	34,500.00	249,500.00	284,000.00	705,000	705,000
12/01/2044			26,437.50	26,437.50		705,000	705,000
06/01/2045	225,000	7.500%	26,437.50	251,437.50	277,875.00	480,000	480,000
12/01/2045			18,000.00	18,000.00		480,000	480,000
06/01/2046	235,000	7.500%	18,000.00	253,000.00	271,000.00	245,000	245,000
12/01/2046			9,187.50	9,187.50		245,000	245,000
06/01/2047	245,000	7.500%	9,187.50	254,187.50	263,375.00		
	5,800,000		6,889,083.33	12,689,083.33	12,689,083.33		

Staff Summary

06/05/2023
Agenda Item # F.8.



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

REPORT TO: Honorable Mayor & Council

FROM: Matt Beckman Public Works Director

SUBJECT: **Motion to Approve Agreement with ISG for Engineering Services for Wastewater Plant UV Disinfection Building Project.**

BACKGROUND: The UV Disinfection Structure was installed in the 2014-2015 FEMA Grant upgrade. The UV process in the treatment of wastewater is very important to the public health as it prevents microorganisms from reproducing. The UV structure also houses our effluent flow meter and sampler.

Being an open structure now it allows snow to build up and block access to sampler and UV banks. This building would give wastewater operator a place to do maintenance in the winter months when the UV is offline and not have to shovel snow to do daily maintenance.

FISCAL IMPACT: The agreement has an estimated value of \$25,300.00.

RECOMMENDATION: Approving Agreement with ISG for Engineering Services for Wastewater Treatment Plant UV Disinfection Building.

ATTACHMENTS:
[Storm Lake Agreement for WWTP UV Building.pdf](#)

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of June 5, 2023 (“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 UV Disinfection Building** (“Project”).

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

A. Design

- Site visit and project kickoff with City staff to review existing site and finalize requirements and needs of building to cover the existing UV Structure and Equipment.
- Prepare concept of building, including layout and placement of existing equipment. Submit to City for review.
- Architectural and Structural design of building based on comments from City review on building concept. This will include lifting devices such as davit crane mounts and placements. This excludes design of a beam hoist. If City requires a beam hoist for equipment lifting, a price to provide those design services will need to be negotiated.
- Mechanical and plumbing design for building including HVAC and plumbing fixtures, ductwork, fans, heating, dehumidification, and piping.
- Electrical design for lighting and outlets, power for HVAC equipment, overhead doors. Does not include control design for existing UV system. Assumed to maintain existing control system.
- Civil site design for access and minor grading.
- Meeting with City to review final plans.
- Includes any local jurisdiction permitting required for new building. City is responsible for all fees associated with permitting.

B. Competitive Quote Assistance

- Preparation of competitive quote documents.
- Assistance in solicitation of qualified contactors.
- ISG will coordinate and answer all questions submitted by prospective contractors; prepare and issue all addenda required.
- ISG will assist in review of quotes submitted and letter of recommendation of award.

C. Construction Administration

- Receive, review, and determine the acceptability of all schedules and requests that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, Schedule of Values, Pay Requests, and Change Orders.

- Perform site walk-through to approve project close-out and provide project closeout documents. Provide progress updates to Owner.

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 **\$21,800.**
 - a. The Lump Sum Phases as included in the Proposal are subdivided as follows:

Design	<u>\$19,000</u>
Competitive Quote Assistance	<u>\$2,800</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 **\$3,500**.

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

Construction Administration **\$3,500**

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*

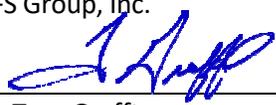
- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, 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 22, 2023

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

State of: Iowa _____

Address for Owner's receipt of notices:
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

Address for Engineer's receipt of notices:
I+S Group, Inc.
1725 N. Lake Ave
Storm Lake, IA 50588

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **June 5, 2023**.

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.

2023 Standard Hourly Rates

Rates are effective as of January 1, 2023, and are subject to change on an annual basis.

Job Type	Hourly Rate
Administrative <i>I-IV</i>	\$75-135
Applied Technology Specialist <i>I-Senior</i>	\$100-150
Architect <i>I-Senior</i>	\$120-210
Architectural Designer <i>I-Senior</i>	\$110-160
Business Developer <i>I-Senior</i>	\$140-210
Business Writer <i>I-Senior</i>	\$105-125
Civil Engineer <i>I-Senior</i>	\$135-220
Civil Designer <i>I-Senior</i>	\$105-160
Construction Administrator <i>I-Senior</i>	\$110-150
Drone Specialist <i>I-Senior</i>	\$105-150
Electrical Engineer <i>I-Senior</i>	\$140-220
Electrical Designer <i>I-Senior</i>	\$110-165
Environmental Scientist/Engineer <i>I-Senior</i>	\$120-190
General Counsel	\$340
GIS Specialist <i>I-Senior</i>	\$120-185
Graphic Designer <i>I-Senior</i>	\$100-120
IT Specialist <i>I-Senior</i>	\$120-180
Interior Designer <i>I-Senior</i>	\$120-185
Land Surveyor <i>I-Senior</i>	\$110-195

Job Type	Hourly Rate
Land Survey Specialist <i>I-Senior</i>	\$95-140
Landscape Architect <i>I-Senior</i>	\$125-200
Landscape Designer <i>I-Senior</i>	\$110-150
Marketing Consultant/Specialist <i>I-Senior</i>	\$115-180
Mechanical Engineer <i>I-Senior</i>	\$140-220
Mechanical Designer <i>I-Senior</i>	\$110-165
Planner <i>I-Senior</i>	\$125-200
Project Coordinator <i>I-IV</i>	\$120-165
Project Manager <i>I-Senior</i>	\$130-220
Refrigeration Engineer <i>I-Senior</i>	\$135-240
Refrigeration Designer <i>I-Senior</i>	\$115-180
Senior Finance Consultant	\$180
Senior Project Executive	\$265
Structural Engineer <i>I-Senior</i>	\$135-220
Structural Designer <i>I-Senior</i>	\$110-160
Technical Writer <i>I-Senior</i>	\$135-150
Technology Engineer <i>I-Senior</i>	\$125-210
Technology Designer <i>I-Senior</i>	\$105-200
Telecommunications Designer <i>I-Senior</i>	\$80-140

Job Type	Hourly Rate
Energy Distribution Designer <i>I-Senior</i>	\$95-140
Visualization Specialist <i>I-Senior</i>	\$150-200
Videographer	\$140
Water/Wastewater Engineer <i>I-Senior</i>	\$140-210
Water/Wastewater Designer <i>I-Senior</i>	\$110-160
Water/Wastewater Project Manager <i>I-Senior</i>	\$130-210
Water/Wastewater Operator	\$105-120

Equipment	Hourly Rate
Survey Grade GPS/Robotics	\$59
Mapping Grade GPS	\$21
3D Laser Scanner	\$70
Manhole Scanner	\$70
Mobile Scanner**	Varies
R/C Boat + Sounding Equipment	\$55
Surveillance Drone	\$53
Photogrammetry Drone	\$131
Thermal Imaging Drone	\$184
LiDAR Drone**	Varies
All-Terrain Vehicle	\$26
Traffic Counter	\$12
Pipe Crawler** (per linear foot)	Varies

Mileage reimbursement is at the IRS standard rate. Outside services are billed at cost plus 10%.

**Project-specific rates—call for pricing

Staff Summary

06/05/2023
Agenda Item # F.9.



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

REPORT TO: Honorable Mayor & Council

FROM: Lee Dutfield Development Services Sepcialist

SUBJECT: **Resolution No. 69-R-2022-2023 Supporting Workforce Housing Tax Incentive Program**

BACKGROUND: Healthy Efficent Homes LLC is submitting an application to the Iowa Economic Development Authority (IEDA) for the Workforce Housing Tax Credit Incentive Program.

The project located at Woodland Creek Subdivision consists of three sets of twin homes and three single family homes. The total capital investment is expected to be \$2,300,000.

The City supports this project and understands that the project will qualify for a property tax exemption and \$1.00 building permits if 50% of the housing materials are purchased locally.

FISCAL IMPACT: There is no fiscal impact by approving this resolution

RECOMMENDATION: Approve Resolution No. 69-R-2022-2023

ATTACHMENTS:

- [Healthy Efficent Homes LLC Project Letter.docx](#)
- [Woodland Creek Lots.pdf](#)
- [6920222023 - Resolution in Support of Workforce Housing Tax Incentive - Woodland Creek Subdivision.pdf](#)

HEALTHY EFFICIENT HOMES LLC.
JAMES JOHNSON

To: Storm Lake City Council

Attention Lee Dutfield Development Service Specialist

The intention of Healthy Efficient Homes, LLC. is to construct 3 Twin Homes and 3 single family homes in the Woodland Lots located on Howard and Kelvin. These lots are currently owned by Mag Shu LLC. who will be participating with the building project.

Lots 1-2-14 have been reviewed and are suitable in both design and zoning for the construction of twin Homes. These will be 2 and 3 bedrooms with 2 baths and a double car garage with each unit.

Lots 5-11-15 have been reviewed and are suitable for single family homes and are zoned as such presently. These homes will be at least 3 bedrooms with attached double car garages.

The combined cost of construction of these properties will be \$2,300,000. We will be applying for Iowa Workforce Housing tax credits and would appreciate your support with this project.

IFA requires a City contribution of which the present tax abatement will be considered as meeting that requirement.

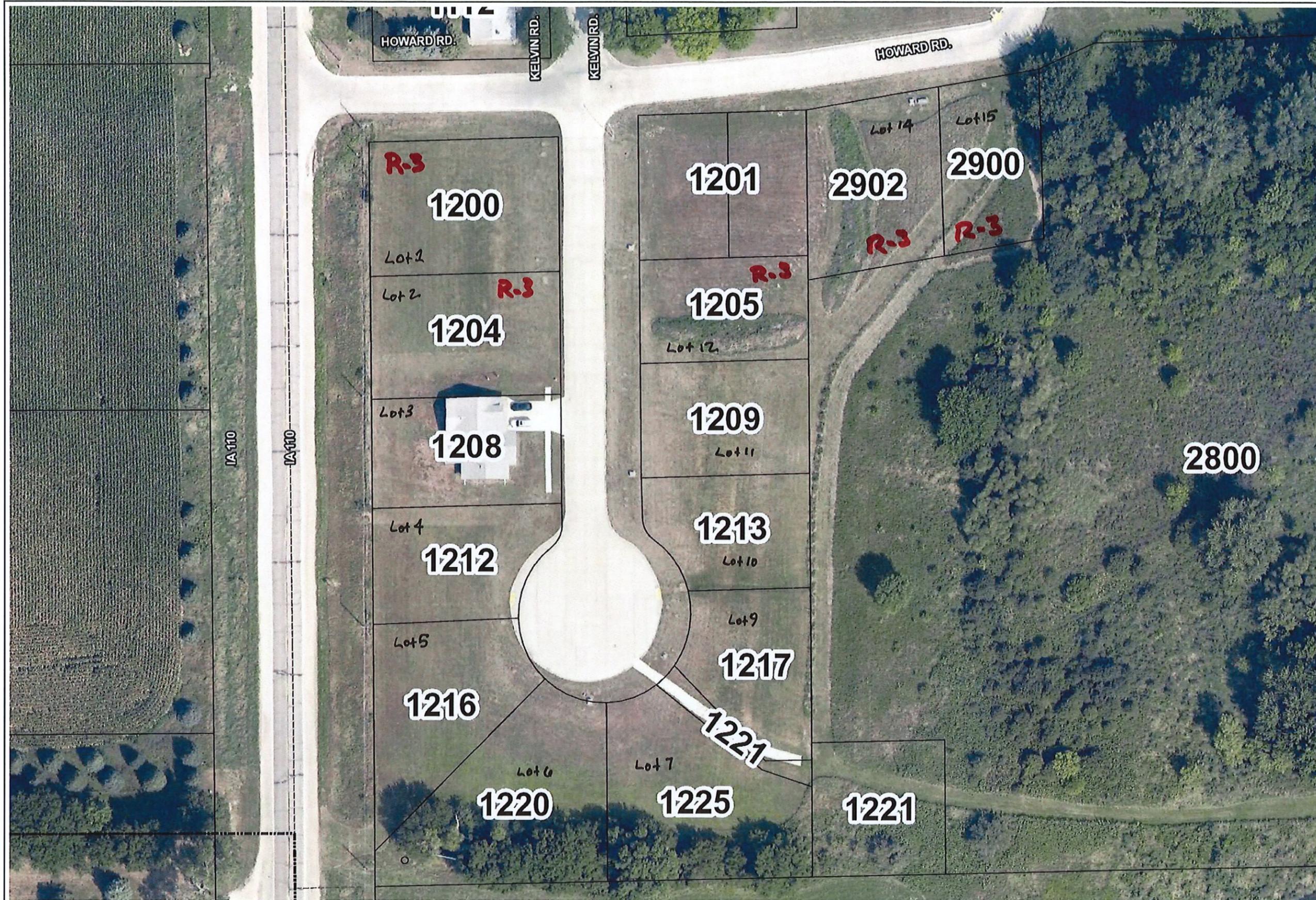
Thank You

Jim Johnson
pjimjohnson@gmail.com
605.940.2738



Legend

- City Limits
- Lot Lines
- Parcels (02-13-2023)
- SMLK_IA_2021_Imagery.sid
- Red: Band_1
- Green: Band_2
- Blue: Band_3



0 66 Feet



Woodland Creek

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

RESOLUTION NO. 69-R-2022-2023

A RESOLUTION IN SUPPORT OF A WORKFORCE HOUSING TAX INCENTIVE APPLICATION TO BE SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) BY HEALTHY EFFICIENT HOMES, LLC FOR HOUSING PROJECTS LOCATED AT WOODLAND SUBDIVISION

WHEREAS, Healthy Efficient Homes, LLC plans on a \$2,300,000 million capital investment for a housing development located at the Woodland Creek Subdivision: and

WHEREAS, the project consists of owner occupied single family dwellings; and

WHEREAS, the project will add new assessable tax valuation to Storm Lake; and

WHEREAS, the City of Storm Lake will assist the project by providing tax abatement; and

WHEREAS, Healthy Efficient Homes, LLC intends to submit an application for Workforce Housing Tax Incentive through the Iowa Economic Development Authority; and

WHEREAS, the City of Storm Lake is a duly recognized political subdivision of the State of Iowa action under the laws of the State of Iowa; and

WHEREAS, the City Council is duly elected governing body of Storm Lake, Iowa; and

IT IS HEREBY RESOLVED by the City Council of Storm Lake Iowa as follows:

1. The City Council is in full support of the opportunity to promote housing development in Storm Lake, Iowa and fully supports the Application for Workforce Housing Tax Incentives.
2. City staff is authorized to assist in the preparation of the application and related materials deemed necessary.

PASSED AND APPROVED this 5th day of June, 2023.

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Staff Summary

06/05/2023
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: **Motion to Approve Agreement with ISG for Engineering Services for College and 3rd Sewer Lift Station Replacement Project.**

BACKGROUND: The College and 3rd Lift Station is located On the Buena Vista University campus at the intersection of College Avenue and West 3rd Street. The lift station services roughly 65 homes and a portion of BVU including the cafeteria.

The concrete wet well structure is in poor condition. The wet well structure has been lined in the past and is showing signs of deterioration. The piping has had emergency repairs and also new valve installed a few years ago.

The lift station has historically had problems with odor. There is a barrel with activated carbon media that helps to filter the air leaving the wet well.

The plan is to move this lift station to the eastside of the intersection to a more suitable location.

FISCAL IMPACT: The agreement has an estimated value of \$185,000.00.

RECOMMENDATION: Approve Agreement with ISG for Engineering Services for College and 3rd Sewer Lift Station Replacement Project.

ATTACHMENTS:
[Storm Lake Agreement for College & 3rd Lift Station.pdf](#)

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of June 5, 2023 (“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: **College & 3rd Lift Station Replacement** (“Project”).

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

A. Facility Plan

Engineer will prepare a Facility Plan 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 Facility Plan to IDNR for review and approval.

B. Topographic Survey

Engineer will perform a topographic survey of the surrounding site and related utility infrastructure to generate site plans in design.

C. 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.

Note: Engineer will assist the Owner with the RFQ process for geotechnical exploration after the lift station final location is determined. The Owner will hire the selected firm to perform the geotechnical exploration and prepare a report of their findings. The cost of geotechnical services is not included in this Agreement. The Engineer will review and incorporate the findings of the geotechnical report into the design documents.

D. 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.

E. 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.

F. 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.

G. Construction Staking

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

H. 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 **\$132,000**.

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

Facility Plan	<u>\$10,000</u>
Topographic Survey	<u>\$8,000</u>
Design	<u>\$97,000</u>
Permitting	<u>\$5,000</u>
Bid Administration	<u>\$12,000</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 **\$53,000**.

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

Construction Administration	<u>\$24,000</u>
-----------------------------	------------------------

Construction Staking	<u>\$5,000</u>
Resident Project Representative	<u>\$24,000</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*

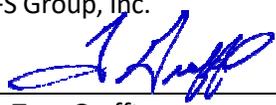
- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, 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 22, 2023

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

State of: Iowa _____

Address for Owner's receipt of notices:
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

Address for Engineer's receipt of notices:
I+S Group, Inc.
1725 N. Lake Ave
Storm Lake, IA 50588

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **June 5, 2023**.

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

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

A1.01 Resident Project Representative

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

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

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

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

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

10. *Records:*

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

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

11. *Reports:*

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

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

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

14. *Completion:*

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

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

D. Resident Project Representative shall not:

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

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 5, 2023**.

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.

2023 Standard Hourly Rates

Rates are effective as of January 1, 2023, and are subject to change on an annual basis.

Job Type	Hourly Rate
Administrative <i>I-IV</i>	\$75-135
Applied Technology Specialist <i>I-Senior</i>	\$100-150
Architect <i>I-Senior</i>	\$120-210
Architectural Designer <i>I-Senior</i>	\$110-160
Business Developer <i>I-Senior</i>	\$140-210
Business Writer <i>I-Senior</i>	\$105-125
Civil Engineer <i>I-Senior</i>	\$135-220
Civil Designer <i>I-Senior</i>	\$105-160
Construction Administrator <i>I-Senior</i>	\$110-150
Drone Specialist <i>I-Senior</i>	\$105-150
Electrical Engineer <i>I-Senior</i>	\$140-220
Electrical Designer <i>I-Senior</i>	\$110-165
Environmental Scientist/Engineer <i>I-Senior</i>	\$120-190
General Counsel	\$340
GIS Specialist <i>I-Senior</i>	\$120-185
Graphic Designer <i>I-Senior</i>	\$100-120
IT Specialist <i>I-Senior</i>	\$120-180
Interior Designer <i>I-Senior</i>	\$120-185
Land Surveyor <i>I-Senior</i>	\$110-195

Job Type	Hourly Rate
Land Survey Specialist <i>I-Senior</i>	\$95-140
Landscape Architect <i>I-Senior</i>	\$125-200
Landscape Designer <i>I-Senior</i>	\$110-150
Marketing Consultant/Specialist <i>I-Senior</i>	\$115-180
Mechanical Engineer <i>I-Senior</i>	\$140-220
Mechanical Designer <i>I-Senior</i>	\$110-165
Planner <i>I-Senior</i>	\$125-200
Project Coordinator <i>I-IV</i>	\$120-165
Project Manager <i>I-Senior</i>	\$130-220
Refrigeration Engineer <i>I-Senior</i>	\$135-240
Refrigeration Designer <i>I-Senior</i>	\$115-180
Senior Finance Consultant	\$180
Senior Project Executive	\$265
Structural Engineer <i>I-Senior</i>	\$135-220
Structural Designer <i>I-Senior</i>	\$110-160
Technical Writer <i>I-Senior</i>	\$135-150
Technology Engineer <i>I-Senior</i>	\$125-210
Technology Designer <i>I-Senior</i>	\$105-200
Telecommunications Designer <i>I-Senior</i>	\$80-140

Job Type	Hourly Rate
Energy Distribution Designer <i>I-Senior</i>	\$95-140
Visualization Specialist <i>I-Senior</i>	\$150-200
Videographer	\$140
Water/Wastewater Engineer <i>I-Senior</i>	\$140-210
Water/Wastewater Designer <i>I-Senior</i>	\$110-160
Water/Wastewater Project Manager <i>I-Senior</i>	\$130-210
Water/Wastewater Operator	\$105-120

Equipment	Hourly Rate
Survey Grade GPS/Robotics	\$59
Mapping Grade GPS	\$21
3D Laser Scanner	\$70
Manhole Scanner	\$70
Mobile Scanner**	Varies
R/C Boat + Sounding Equipment	\$55
Surveillance Drone	\$53
Photogrammetry Drone	\$131
Thermal Imaging Drone	\$184
LiDAR Drone**	Varies
All-Terrain Vehicle	\$26
Traffic Counter	\$12
Pipe Crawler** (per linear foot)	Varies

Mileage reimbursement is at the IRS standard rate. Outside services are billed at cost plus 10%.

**Project-specific rates—call for pricing

Staff Summary

06/05/2023
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: Lee Dutfield Development Services Sepcialist

SUBJECT: **Motion to Adopt The 2023 Storm Lake Downtown Master Plan**

BACKGROUND: The purpose of the Storm Lake Downtown Master Plan is to take a long-term approach, looking out 10–20 years, and create an aspirational, yet implementable vision for downtown Storm Lake. With input from the community and downtown business owners, this Plan explores the strengths and opportunities of downtown Storm Lake, while providing recommendations to preserve and improve existing features, enhance pedestrian connectivity, and explore new opportunities to connect downtown to the other incredible places in Storm Lake. The Storm Lake Downtown Master plan completed by ISG

Planning contains the following sections:

- Introduction and Overview
- Planning Process Overview
- Opportunities
- Connectivity
- Implementation
- Appendices

The Storm Lake Downtown Master Plan can be viewed at:
<https://isginc.sharefile.com/share/view/s1a9ef8100bd9421ba51b6448d04>

FISCAL IMPACT: N/A

RECOMMENDATION: Adopt the 2023 Storm Lake Downtown Master Plan

ATTACHMENTS:

Staff Summary

06/05/2023
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: Keri Navratil City Manager

SUBJECT: **Public Hearing To Review An Application For A State Revolving Fund (SRF) Loan And To Make Available To The Public The Contents Of An Environmental Information Document And The City's Project Plan**

BACKGROUND:

The City of Storm Lake is holding a Public Hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan. These documents include design and environmental information related to the proposed improvements to the City's water supply system.

The proposed project consists of a 1.75 million-gallon composite elevated water tank and all piping and appurtenances to connect to the existing water distribution system. The connection of the tank to the distribution system is estimated to be made with a 16" water main between the tower and existing 12" water main on East 3rd Street. The tank will be equipped with a submersible mixer. The project will include an access road.

The purpose of this Public Hearing is to inform area residents of the community of Storm Lake of this proposed action, discuss the actual cost and user fees associated with this project, and to address citizen's concerns, if any, with the plan.

FISCAL IMPACT:

RECOMMENDATION: Public Hearing for June 5, 2023 at 5:00 p.m. at City Hall Council Chambers located at 620 Erie Street.

Open Hearing
Hear Comments
Close Hearing

ATTACHMENTS:

[StormLake_EID.docx](#)

Why You Should Read This: The document below reviews the environmental impact likely from a project. This project is planned to be federally funded through your tax dollars; therefore, you are entitled to take part in its review. If you have concerns about the environmental impact of this project, raise them now. We encourage public input in this decision making process.



IOWA STATE REVOLVING FUND
ENVIRONMENTAL INFORMATION DOCUMENT

PROJECT IDENTIFICATION

Applicant: City of Storm Lake
County: Buena Vista
State: Iowa

SRF Number: FS-11-23-DWSRF-030
Iowa DNR Project Number: W2022-0186

Other Federal Funding: CDBG (\$500,000)

COMMUNITY DESCRIPTION

Location: The City of Storm Lake is located in Buena Vista County, Iowa approximately 140 southeast miles of Sioux Falls, South Dakota and 158 miles northwest of Des Moines, Iowa.

Population: The population of Storm Lake according to the 2020 US Census was 11,256. The design population equivalent for the year 2041 is 17,378.

Current Water Storage: The City of Storm Lake has two clearwells and three water towers which together provide 3.425 million gallons (MG). The two clearwells are located on the southern half of the Water Treatment Plant (WTP) site and provide 1.675 MG of ground storage. Clearwell 1 was constructed in 1978 and Clearwell 2 was constructed in 1990. The last inspection date of the clearwells is unknown. The City planned to begin inspections of the clearwells in the summer of 2021.

Tower 1 (Downtown Tower) is located on Ontario Street and has 0.75 MG capacity. Tower 2 (Rothmoor Road) is located on the east side of the City on Rothmoor Road with 0.5 MG capacity. Tower 4 (West Lake Estates) is located on the west side of the City in the West Lake Estates area and has 0.5 MG of capacity.

Tower 1 is a 750,000-gal tower constructed in 1956. It undergoes annual maintenance and inspections. As of the 2019 sanitary survey, the tower had several openings including the overflow pipe which were not properly fitted with a screen. Due to notable mildew accumulation and rust formation, the tower was scheduled for new interior and exterior paint in 2021.

Tower 2 is a 500,000-gal tower constructed in 1974. It undergoes annual maintenance and inspections. As of the last inspection in 2020, the tower was in compliance with all sanitary, structural, and safety regulations. Considerable staining on the interior and underbelly of the exterior were noted. Due to mildew accumulation and staining, the tower was scheduled for new interior and exterior paint in 2022.

Tower 4 is a 500,000-gal tower constructed in 1991. It undergoes annual maintenance and inspections. As of the 2019 sanitary survey, the tower was in compliance with all sanitary regulations. Due to mildew accumulation and rust formation, the tower was scheduled for new interior and exterior paint in 2022.

Tower 4 fills considerably faster than the other two. Tower 4 is believed to have been constructed at too low of an elevation, causing the system's hydraulic operating elevations to be higher than the overflow level. To resolve this issue, the City has closed a valve to reroute water clockwise around Storm Lake. The longer route forces head loss before the tower and limits its fill level. As a result, there is no loop to the system and water age and storage accessibility could be an issue.

PROJECT DESCRIPTION

Purpose: The purpose of this project is to make improvements to the drinking water storage facilities to enhance their reliability, increase capacity and water pressures, and to safely and reliably operate the City of Storm Lake's drinking water system for the next 20 years.

Proposed Improvements: The proposed project consists of a 1.75 million gallon composite elevated water tank and all piping & appurtenances to connect the tank to the existing water distribution system. The connection of the tank to the distribution system is estimated to be made with a 16" water main between the tower and existing 12" water main on East 3rd Street. The tank will be equipped with a submersible mixer. The project will include an access road.

ALTERNATIVES CONSIDERED

Alternatives Considered: Several alternatives were identified for potential improvements to address the water supply and storage concerns. The alternatives evaluated as part of the Preliminary Engineering Report are as follows:

Alternative 1 – Water Tower 4 Utilization: This alternative would consist of the upgrade of the existing water tower to fix issues relating to tower mixing & circulation that causes the stored water to age and the relocation of a valve to allow higher water volumes to leave and be utilized during high demand periods.

Alternative 2 – Construct New Water Tower: This alternative would consist of the construction of new water tower. This alternative, however, is more expensive and would require new land purchase.

Alternative 3 – Water Tower Mixers: This alternative would consist of adding a mechanical mixer to each tower to ensure mixing of old and new water throughout the tower to eliminate water age limits and tank condensation and ice formation.

Alternative 4 – Water Tower Rehabilitation: This alternative would consist of the removal of corrosion on the three existing water tower and proceed to the repainting of the towers' interiors and exteriors. Full cost impact is unknown as this alternative has not been bid out in municipal projects.

Alternative 5 – Water Tower Levels: This alternative would consist of widening the pump tolerance settings to reduce stress on the pumps as settings have the towers at high fill levels with constant pump activation.

Reasons for Selection of Proposed Alternative: A combination of the alternatives are recommended to optimize the existing system and account for future growth. Alternative 2 – Construct New Water Tower is recommended at this time due to the current hydraulic issues at an existing tower. Construction of the new tower could alleviate pressure issues during high demands and allow time for the City to address issues in the Tower 4.

MEASURES TAKEN TO ASSESS IMPACT

Coordination and Documentation with Other Agencies and Special Interest Groups: The following Federal, state and local agencies were asked to comment on the proposed project to better assess the potential impact to the environment:

- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- State Historical Society of Iowa (State Historical Preservation Office)
- Iowa DNR Conservation and Recreation Division
- Iowa DNR Flood Plain Management Section
- Citizen Band Potawatomi Indian Tribe
- Flandreau Santee Sioux
- Ho-Chunk Nation
- Iowa Tribe of Kansas and Nebraska
- Iowa Tribe of Oklahoma
- Kickapoo Tribe in Kansas
- Kickapoo Tribe of Oklahoma
- Lower Sioux Indian Community Council
- Miami Tribe of Oklahoma
- Omaha Tribal Council
- Osage Tribal Council
- Otoe-Missouria Tribe
- Pawnee Nation of Oklahoma
- Peoria Tribe of Indians of Oklahoma
- Ponca Tribe of Indians of Oklahoma
- Ponca Tribe of Nebraska
- Prairie Band Potawatomi Nation

Prairie Island Indian Community
Sac & Fox Nation of Mississippi in Iowa
Sac & Fox Nation of Missouri
Sac & Fox Nation of Oklahoma
Santee Sioux Nation
Shakopee Mdewakanton Sioux Community
Sisseton-Wahpeton Oyate
Spirit Lake Tribal Council
Three Affiliated Tribes Mandan, Hidatsa & Arikara Nations
Upper Sioux Tribe
Winnebago Tribal Council
Yankton Sioux Tribal Business and Claims Committee

No adverse comments were received from any agencies or general public. Conditions placed on the applicant by the above agencies in order to assure no significant impact are included in the Summary of Reasons for Concluding No Significant Impact section.

ENVIRONMENTAL IMPACT SUMMARY

Construction: Traffic patterns within the community may be disrupted and above normal noise levels in the vicinity of the construction equipment can be anticipated during construction and should be a temporary problem. Adverse environmental impacts on noise quality will be handled by limited hours of contractor work time during the day. Other adverse environmental effects from construction activities will be minimized by proper construction practices, inspection, prompt cleanup, and other appropriate measures. Areas temporarily disturbed by the construction will be restored. Solid wastes resulting from the construction project will be regularly cleared away with substantial efforts made to minimize inconvenience to area residents.

Care will be taken to maintain dirt to avoid erosion and runoff.

Temporary air quality degradation may occur due to dust and fumes from construction equipment. The applicant shall take reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 Iowa Administrative Code IAC 23.3(2)“c”).

Historical/Archaeological: Various Native American tribes with an interest in the area were provided information regarding the project. A Phase I Archeological investigation of the proposed project area is currently underway. Results from this investigation will be submitted to the State Historical Preservation Office (SHPO) for review. The project will only proceed as planned if a determination of either “no historic properties affected” or “no adverse affect on historic properties” can be appropriately reached with or without mitigation. However, if project activities uncover any item(s) that might be of archaeological, historical, or architectural interest, or if important new archaeological, historical, or architectural data should be encountered in the project APE, the applicant should make reasonable efforts to avoid further impacts to the property until an

assessment can be made by an individual meeting the Secretary of the Interior's professional qualifications standards (36 CFR Part 61).

Environmental: According to the Iowa DNR Conservation and Recreation Division, the proposed project will not interfere with any State-owned parks, recreational areas or open spaces. The U.S. Army Corps of Engineers concurs that the project will not impact wetlands. The project will not impact any wild and scenic rivers as none exist within the State of Iowa. The U.S. Fish & Wildlife Service Section 7 Technical Assistance website consultation determined, and Iowa DNR Conservation and Recreation Division agree, that the project will not impact protected species or their habitats provided that any tree cutting is conducted between October 1 and March 31 to avoid impacting endangered bats. However, if any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required. According to the Iowa DNR Flood Plain Management Section, this project will not impact the 100-year floodplain. No adverse impacts are expected to result from this project, such as those to surface water quantity, or groundwater quality or quantity.

Land Use and Trends: The project will not displace population nor will it alter the character of existing residential areas. The proposed project is within the present corporate limits of Storm Lake in areas zoned residential, commercial, or industrial. No significant farmlands will be impacted. This project should not impact population trends as the presence or absence of existing water/sewer infrastructure is unlikely to induce significant alterations in the population growth or distribution given the myriad of factors that influence development in this region. Similarly, this project is unlikely to induce significant alterations in the pattern and type of land use.

Irreversible and Irrecoverable Commitment of Resources: Fuels, materials, and various forms of energy will be utilized during construction

Nondiscrimination: All programs, projects, and activities undertaken by DNR in the SRF programs are subject to federal anti-discrimination laws, including the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and section 13 of the Federal Water Pollution Control Amendments of 1972. These laws prohibit discrimination on the basis of race, color, national origin, sex, disability, or age.

POSITIVE ENVIRONMENTAL EFFECTS TO BE REALIZED FROM THE PROPOSED PROJECT

Positive environmental effects will be improved water quality in Storm Lake. The new elevated storage tank will ensure the City of Storm Lake stays in compliance with department requirements and will better assist in the prevention of water supply contamination associated with inadequate pressures within the distribution system.

SUMMARY OF REASONS FOR CONCLUDING NO SIGNIFICANT IMPACT

- The project will not significantly affect the pattern and type of land use (industrial, commercial, agricultural, recreational, residential) or growth and distribution of population.
- The project will not conflict with local, regional or State land use plans or policies.
- The project will not impact wetlands.
- The project will not affect threatened and endangered species or their habitats provided that any tree cutting is conducted between October 1 and March 31 to avoid impacting endangered bats. If any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required.
- The project will not displace population, alter the character of existing residential areas, or convert significant farmlands to non-agricultural purposes.
- The project will not affect the 100-year flood plain.
- The project will not have effect on parklands, preserves, other public lands, or areas of recognized scenic or recreational value.
- A Phase I Archeological investigation of the proposed project area is currently underway. Results from this investigation will be submitted to the State Historical Preservation Office for review. The project will only proceed as planned if a determination of either "no historic properties affected" or "no adverse affect on historic properties" can be appropriately reached with or without mitigation.
- No historic properties will be adversely affected by the proposed project. However, if project activities uncover any item(s) that might be of archaeological, historical, or architectural interest, or if important new archaeological, historical, or architectural data should be encountered in the project APE, the applicant should make reasonable efforts to avoid further impacts to the property until an assessment can be made by an individual meeting the Secretary of the Interior's professional qualifications standards (36 CFR Part 61).
- The project will not have a significant adverse effect upon local ambient air quality provided the applicant takes reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 IAC 23.3(2)"c").
- The project will not have a significant adverse effect upon local ambient noise levels, surface water quantity, groundwater quality or quantity, or water supply.

The project description, scope, and anticipated environmental impacts detailed above are accurate and complete to the best to my knowledge.

Signature of the Mayor, City of Storm Lake

Date

Printed Name of the Mayor, City of Storm Lake

Staff Summary

06/05/2023
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: Keri Navratil City Manager

SUBJECT: **Resolution No. 70-R-2022-2023 Approving Setting A Public Hearing To Review An Application For A State Revolving Fund (SRF) Loan**

BACKGROUND:

The City of Storm Lake will be holding a Public Hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan. These documents include design and environmental information related to the proposed improvements to the City's water supply system.

The proposed project includes construction of: a replacement Dakota aquifer public water supply well; a new well house and back-up generator; water main connection; and all necessary connections and appurtenances. This project will also include the demolition of the existing well house and generator house and the capping of the existing well on the site.

The purpose of this Public Hearing is to inform area residents of the community of Storm Lake of this proposed action, discuss the actual cost and user fees associated with this project, and to address citizen's concerns, if any, with the plan.

The Public Hearing location and time are as follows:

July 17, 2023 – 5:00 p.m.

Storm Lake City Hall

620 Erie Street

Storm Lake, Iowa 50588

All interested persons are encouraged to attend this hearing. Written comments on this proposal may also be submitted prior to the hearing. Questions regarding this hearing or the availability of documentation may be directed to the City Clerk's Office at 712-732-8000.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve Resolution No. 70-R-2022-2023

ATTACHMENTS:

[Storm Lake Well 22 FNSI Public Notice](#)

[7020222023 - Setting Public Hearing on An Application for SFR Loan For New Water Tower 07172023.docx](#)



PUBLIC HEARING NOTICE

The City of Storm Lake will be holding a Public Hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan. These documents include design and environmental information related to the proposed improvements to the City's water supply system.

The proposed project includes construction of: a replacement Dakota aquifer public water supply well; a new well house and back-up generator; water main connection; and all necessary connections and appurtenances. This project will also include the demolition of the existing well house and generator house and the capping of the existing well on the site.

The purpose of this Public Hearing is to inform area residents of the community of Storm Lake of this proposed action, discuss the actual cost and user fees associated with this project, and to address citizen's concerns, if any, with the plan.

The Public Hearing location and time are as follows:

July 17, 2023 – 5:00 p.m.
Storm Lake City Hall
620 Erie Street
Storm Lake, Iowa 50588

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>

All interested persons are encouraged to attend this hearing. Written comments on this proposal may also be submitted prior to the hearing. Questions regarding this hearing or the availability of documentation may be directed to the City Clerk's Office at 712-732-8000.

RESOLUTION NO. 70-R-2022-2023

Setting Public Hearing To Review An Application For A State Revolving Fund (SRF) Loan And To Make Available To The Public The Contents Of An Environmental Information Document And The City's Project Plan

WHEREAS, the City Council of the City of Storm Lake desires to apply for a State Revolving Fund (SRF) loan, and

WHEREAS, the City will be holding a Public Hearing to review an application for a State Revolving Fund (SRF) loan and to make available to the public the contents of an environmental information document and the City's project plan. These documents include design and environmental information related to the proposed improvements to the City's water supply system.

WHEREAS, The purpose of this Public Hearing is to inform area residents of the community of Storm Lake of this proposed action, discuss the actual cost and user fees associated with this project, and to address citizen's concerns, if any, with the plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF STORM LAKE, IOWA, that a public hearing be conducted by the City Council in the Council Chambers, located in City Hall at 620 Erie Street, Storm Lake, Iowa on Monday, July 17, 2023, at 5:00 p.m.

BE IT FURTHER RESOLVED, that the City Clerk shall give notice of said public hearing by publication of a notice in the Storm Lake Times Pilot at least 30 days in advance of the hearing.

PASSED, APPROVED, AND ADOPTED this 5th DAY OF JUNE, 2023

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

06/05/2023
Agenda Item # F.14.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez City Clerk

SUBJECT: **City Council Requested Items**

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION: Future work session or presentations: None at the this moment

ATTACHMENTS:

Staff Summary

06/05/2023
Agenda Item # F.15.



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: **Closed Session Reference Iowa Code Chapter 21.5 (c) Matters of Litigation**

BACKGROUND:

Iowa Code allows for cities to have a closed session of the City Council for matters regarding litigation where matters that are either currently in litigation or where litigation is imminent and the disclosure of the issues would enable prejudice or disadvantage the position of the governmental body in that litigation. (Iowa Code Chapter 21.5 (c))

City Council, by roll call vote should vote to go into Closed Session, and then by roll call vote vote to come back into Open Session once they have conducted the discussion allowed by the Iowa Code.

Topics other than those that are specifically allowed to be in closed session are not allowed to be discussed. The City Council may **NOT** make any motions or take any action during the closed session, as all action must be done in open session.

FISCAL IMPACT: No fiscal impact for Closed Session, further action may occur.

RECOMMENDATION: Motion to go into Closed Session Reference Iowa Code Chapter 21.5 (c) - Roll Call Vote

Motion to return to Open Session - Roll Call Vote

ATTACHMENTS: