

**CITY OF STORM LAKE
REGULAR COUNCIL SESSION MEETING
CITY HALL - COUNCIL CHAMBERS
MARCH 2, 2026
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

- a. Resolution No. 51-R-2025-2026 To Approve Sunrise Pointe Golf Course Reciprocal Policy
- b. Buy Local Information
- c. City Code Enforcement Summary

E. Unfinished Business

F. New Business

1. Motion For Wittter Gallery Art Festival Request
2. RIDES Annual Funding Request for Fiscal Year 2027
3. Resolution No. 52-R-2025-2026 Approve Kids' Fest Street Closure
4. Motion to Approve Kids Fest Outdoor Waterpark Special One-Day Rate Request
5. Resolution No. 53-R-2025-2026 Storm Lake Water Tower No. 5 Change Order No. 2
6. Public Hearing On The Proposal To Convey A Portion Of Highview Drive.
7. Ordinance No. 07-O-2025-2026 An Ordinance Vacating The Public Right-Of-Way In A Portion Of Highview Drive In The City Of Storm Lake - 3rd Reading
8. Ordinance No. 08-O-2025-2026 On A Proposed Rezoning of Six Parcels Located on Highview Drive - 2nd Reading
9. Ordinance No. 09-O-2025-2026 Amending the Zoning Classification of Certain Real Estate

On Oneida Street - 2nd Reading

10. Resolution No. 54-R-2025-2026 Approving a Grant Agreement with IEDA for the Well No. 23 Development Project
11. Resolution No. 55-R-2025-2026 Approving a Grant Administration Agreement with Simmering-Cory for the Storm Lake Well No. 23 Development Project
12. Motion to Approve a Service Agreement with Piper Sandler & Co. for the Water Treatment Plant Project
13. Public Hearing for Fiscal Year 2027-2031 Capital Improvement Plan
14. Resolution No. 56-R-2025-2026 Approving FY2027-2031 Capital Improvement Plan
15. Motion Setting Public Hearing On Setting Tax Levy Rate and Maximum Property Tax Dollars
16. City Council Requested Items / City Council Updates
17. Fiscal Year 2026-2027 Budget Work Session

G. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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

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City of Storm Lake Social Worker Month Proclamation

WHEREAS, Social Workers positively impact the lives of millions of Americans daily, in hospitals, schools, child welfare agencies, community, centers, and within the federal, state and local governments nationwide;

WHEREAS, for more than a century, Social Workers have worked to improve human well-being, advocate for justice, and support everyone's basic needs;

INASMUCH AS, Social Workers select this profession out of a deep commitment to help uplift, defend, and transform the lives of people, their families and communities;

WHEREAS, the 2026 theme, "Social Workers: Uplift. Defend. Transform," shines a light on the resolute spirit of social workers who transform lives while bringing hope, healing, and justice to the communities they serve - especially in times of profound change and challenges;

BECAUSE, Social Workers follow a Code of Ethics that calls on them to stand for equity in every community, uphold human dignity, and fight injustice;

WHEREAS, Social Workers are on the frontlines defending vulnerable populations, including immigrants, LGBTQIA2S+ individuals, and those facing discrimination or poverty, while uplifting vital social safety net programs and ensuring the rights of everyone;

CONSIDERING, Social Workers assist those navigating trauma, grief, and systemic biases, and help people recover from natural disasters, public health crises, and other issues while transforming their lives in encouraging ways;

INASMUCH AS, Social Workers confront oppression and racism, advocate for human rights, and advancing fair policies for all persons by obliterating barriers that prevent individuals, and families from thriving;

WHEREAS, Social Workers care for those who have mental health issues, are recovering from substance use disorders, and support the well-being of children;

BECAUSE, the profession continues to grow, with more than 810,000 social workers in the United States who transform lives by shaping a more just and compassionate society through leadership, education, advocacy and direct practice;

NOW, THEREFORE, in recognition of the critical contributions of social workers across our nation, I, Margaret J. McKeon, proclaim the month of March 2026 as National Social Work Month, and call upon everyone to join the National Association of Social Workers – Iowa Chapter in celebrating and supporting the vital work of Social Workers who uplift, defend, and positively transform our communities each and every day.

Signed this 2nd Day of March 2026 in Storm Lake, Iowa



Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

3/2/2026

Agenda Item # D.1.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
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REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of Bills
- Approve King's Pointe And Sunrise Pointe Golf Course Disbursements
- Approve February 16, 2026, City Council Minutes
- Adopt Resolution No. 51-R-2025-2026 To Approve Sunrise Pointe Golf Course Reciprocal Policy
- Approve Buy Local Information
- Approve City Code Enforcement Update

FISCAL IMPACT: City Will Pay The Following Expenditures:

- List of Bills: \$1,098,834.06
- King's Pointe & Sunrise Pointe Golf Course Bills: \$856,652.65

RECOMMENDATION:

ATTACHMENTS:

1. 3/2/2026 City Claims Expense Report
2. 3/2/2026 King's Pointe Claims 2.13.2026 to 2.26.2026
3. 02/16/2026 City Council Minutes

Vendor Name	Vendor Number	Payable Description	Total Payments
BVC			
Buena Vista County Solid Waste	001035	City Clean Up	362.80
Buena Vista County Treasurer	001155	Property Taxes	155,557.00
		BVC Total:	155,919.80
Contract/Agreement			
Charles Sargent Irrigation Company, Inc	001209	Well #20 Rehab	187,507.00
SCE, LLC	001344	Sewer Manhole	60,714.00
Storm Lake Community School District	001028	Basketball Community Outreach	495.00
		Contract/Agreement Total:	248,716.00
Local			
A & A Automotive	001022	Tires (2)	724.62
Alliant Energy	001173	Gas Services	13,738.50
Bomgaars Supply, Inc	001151	Supplies	1,110.00
Bryce Martin Widman	002265	Biosolids Hauling	7,711.20
Buena Vista Agriculture Extension District	002711	Pesticide Applicator Training	270.00
Edwards Storm Lake	001114	2023 Tahoe - Brake Work	3,474.26
King's Pointe Resort	001110	January 2026 Cottage Service	3,255.59
Larson Oil & Distributing Co, Inc	001178	Fuel/Oil	1,664.80
Marcus Lumber Company Corp	002011	Siding - Office	460.93
McCrea Enterprises	001176	Stain - Docks	152.85
MidAmerican Energy Company	001074	91230-94002 Electric Services	59,887.97
North Lake Truck Repair	001177	Remote	399.32
O'Reilly Automotive Inc	001108	Filter/Oil	73.52
Qwest Corporation	001070	Phone Service	565.68
Rebnord Technologies, Inc	001091	StorMagic - Annual	4,979.05
Rent-All, Inc	001210	Compressor Parts	8.75
Storm City Auto Parts, Inc	001501	Oil / Filters	207.20
Storm Lake Bakery	001284	Coffee with a Cop	96.50
Vetter Equipment	001098	Chainsaw Parts	313.90
Viengvilay Khamtanh	002740	2/10/2026 - Rental Registration Refund	20.00
		Local Total:	99,114.64
Non-Local			
ABC Pest Control, Inc	001078	Pest Control Services	238.88
Brownells, Inc	001564	Tool	240.31
BSN Sports, Inc	001617	Bases	409.97
Builders Sharpening & Service LLC	001011	Spindle	225.23
Central Iowa Distributing, Inc	001026	Cleaning Supplies	223.00
Civic Plus	001706	Annual Subscription	117.27
Dale Vitito	001061	Medals	1,271.54
Derien Beauregard	002195	Training - Beauregard	77.00
Dorsey & Whitney LLP	001954	TIF Legal Services	16,674.68
Ed M. Feld Equipment Company, Inc	001031	Harline Breathing System	15,045.49
Efficient Construction LLC	001055	Alwaysis Park Roofing	80,447.00
Foundation Analytical Laboratory, Inc	001100	Testing Services	4,303.25
Getty Images (US), Inc.	001206	Istock Subscription	597.00
Hach Company	001034	Testing Supplies	511.02
Hawkins, Inc	001112	Chemicals	4,981.14
Hotsy Equipment Company	001577	Supplies	1,035.88
Huber Technology LLC	001761	Huber Rebuild Screen and Auger	47,226.84
Iowa Central Community College	001375	Class B CDL Training	1,800.00
Iowa GCSA	001489	Membership Renewal	175.00

My Buy Local_v1

Vendor Name	Vendor Number	Payable Description	Total Payments
Iowa Lakes Regional Water	001073	Water Service - (Hangar C Leak)	450.40
Iowa Plains Signing, Inc	002742	Solar Panel	890.00
Iowa Water Environment Association- R	001727	Conference Registration - Tarin & Stamper	300.00
Joshua Beeck	002472	Window Cleaning Services	50.00
Kasperbauer Cleaners, Inc	002435	Entrance Mat Services	44.78
Lawson Products, Inc	002261	Tools	264.32
Linde Inc	001111	Carbon Dioxide	3,260.63
Martin's Flag Company Co, Inc	001092	Flags	474.86
Mid-States Organized Crime Information	001510	2026 Membership	150.00
Mississippi Lime Company	001095	Quicklime	34,150.81
Multi Service Technology Solutions, Inc.	002696	Power Washer	4,499.99
Rice Signs LLC	001446	Signs	124.74
Ross Parcel	002702	Plaground Mulch	3,092.40
Service Master by Rice	001775	1.26.2026 Loss Water Mitigation Services	60,182.25
SGS, LLC	002126	Garbage Services	1,146.29
Siouxland Turf Products	001131	Fertilizer/Chemicals	10,275.02
Sta-Mel Enterprises, Inc	001183	Road Salt	4,344.90
Staples, Inc	002735	Office Supplies	112.91
UnityPoint At Work	002741	Testing	268.00
Vander Haag's Inc	001723	Radio	100.00
VEIT, LLC	002734	Copier Maintenance Agreement	138.94
W. W. Grainger, Inc	001085	Cleaning Supplies	1,646.29
William A George	002720	Shelter House Epoxy Floor	12,534.25
Winther, Stave & Co., LLP	001279	Audit Services - Ending 6/30/2025	15,000.00
Ziegler, Inc	001097	CVA Maintenance Services	22,215.48
Non-Local Total:			351,317.76
Payroll/Refunds			
Brandon Ripke	001815	Power Steering Fluid	3.95
Caleb Villhauer	002573	Training - Villhauer	46.00
Clinton Butler	002289	Training - Butler	46.00
Custodian of Petty Cash	001602	2.16.2026 Investigation	1,000.00
Scott Olesen	001563	2/10/2026 Education Seminar	48.00
TrueNorth Companies	001402	2026 VFF Group AD&D Renewal	332.50
Tyler Munden	001530	2/1-2/3/2026 - AR15 - Munden	108.00
Payroll/Refunds Total:			1,584.45
Grand Total:			856,652.65

King's Pointe Resort

Claims Publication

From 2/13/2026 to 2/26/2026

Vendor	Description	Amount
ACCO Unlimited	Supplies	\$ 1,281.93
Amazon Capital Services	Supplies	\$ 1,011.95
ASSA ABLOY Global	Supplies	\$ 1,695.00
Bunkers Feed Supply, Inc	Supplies	\$ 358.07
Copper Cottage	Services	\$ 3,222.86
Crescent Electric Supply	Supplies	\$ (49.86)
DirectTV	Utilities	\$ 1,170.24
Doll Distribution	Beverages	\$ 915.50
ECO LAB	Supplies	\$ 1,057.32
Efficient Construction LLC	Services	\$ 19,879.54
FM Controls, Inc	Services	\$ 1,136.06
Grainger	Supplies	\$ 593.02
Guest Supply	Supplies	\$ 1,432.89
Hard Tops of Iowa	Supplies	\$ 882.00
HyVee	Supplies	\$ 810.37
Iowa Epoxy Flooring, LLC	Services	\$ 21,120.00
Iowa Information Inc	Services	\$ 35.53
Johnson Brothers	Beverages	\$ 970.70
K&W Electric	Services	\$ 321.00
King's Pointe Resort	Services	\$ 1,221.00
King's Pointe Resort Payroll- 2/20	Payroll	\$ 85,740.10
KTIV Television	Advertising	\$ 1,395.33
Kwik Trip Inc	Supplies	\$ 65.21
Lamar Companies	Services	\$ 3,535.00
Loews Carpet One	Supplies	\$ 656.37
Marcus Lumber Co	Supplies	\$ 7,965.38
Martin Brothers	Food	\$ 17,728.66
Mediacom	Utilities	\$ 472.90
Mid American Energy	Utilities	\$ 12,288.36
Mitsubishi HC Capital America	Services	\$ 2,395.07
Mood Media	Services	\$ 137.49
Pepsi Beverage Co	Beverages	\$ 2,000.01
Power Solutions	Services	\$ 1,287.18
Quore Systems LLC	Services	\$ 598.50
Rebnord Technologies	Services	\$ 3,218.33
S&L Hospitality	Agreement	\$ 33,064.79
Sceptre Hospitality Resources	Supplies	\$ 2,541.69
Silverware POS	Services	\$ 1,054.52
Storm City Auto Parts	Supplies	\$ 19.84
Storm Lake Ace Hardware	Supplies	\$ 418.55
Sysco Iowa Inc	Food	\$ 8,372.58
TY Inc	Supplies	\$ 119.79

Vestis	Services	\$ 2,120.60
Visual Edge IT	Services	\$ 423.38
Vizergy	Services	\$ 1,356.45
		<u><u>\$ 248,041.20</u></u>

King's Pointe OWP

Claims Publication

From 2/13/2026 to 2/26/2026

Vendor	Description	Amount
Mid American Energy	Utilities	\$ 420.99
		<u><u>\$ 420.99</u></u>

Sunrise Pointe Golf Course

Claims Publication

From 2/13/2026 to 2/26/2026

Vendor	Description	Amount
Mid American Energy	Utilities	\$ 332.05
S&L Hospitality	Agreement	\$ 1,703.10
		<u><u>\$ 2,035.15</u></u>

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, FEBRUARY 16, 2026, 5:00 PM

CITY OF STORM LAKE, REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS, FEBRUARY 16, 2026, 5:00 PM

Present: Mayor Margaret J. McKeon, Council Members Maggie Martinez, Matt Ricklefs, Maria Ramos, Don Piercy Jr., and Richard Riner. Absent: None.

Staff Present: City Manager Keri Navratil, Assistant City Manager David Derragon, Police Chief Chris Cole, King's Pointe Manager Amy VonBank, Library Director Elizabeth Huff, Building and Code Compliance Director Scott Olesen, Public Works Director Ron Covert, Communications Coordinator Dana Larsen, Development Services Specialist Lee Dutfield, Finance Director Tyler Gibbins, and City Clerk Mayra Martinez.

Media Present: Amanda Eike with the Storm Lake Times Pilot and Lindsay Kruse (zoom) with KAYL Radio.

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

Pledge of Allegiance

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

Disclosure by City Council Members - Council Member Martinez disclosed to refrain from any agenda item pertaining to Highview Drive as she is an employee of BVRMC. Council Member Riner disclosed to refrain from any agenda item pretraining to BVU as he is an employee of the university.

Hear the Public – No comments from the public.

Consent Agenda - Moved by Council Member Ricklefs to approve the Consent Agenda which includes List of bills Chk #'s 83772 through 83804, EFT #s 1835, 7276 through 7327, DFT #'s 3051 through 3062, Approve King's Pointe and Sunrise Pointe disbursements, approve February 2, 2026 Regular City Council Minutes, February 2, 2026 Special City Council minutes and February 7, 2026 Special City Council minutes, approve renewal liquor licenses for Dollar General #1047, King's Point Resort and Sunrise Pointe Golf Course, Approve BVU Block Party request, Approve Buy Local Information, and Approve City Code Enforcement Summary. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

Unfinished Business – No items at this time.

New Business

Sunrise Pointe Banquet Hall - Moved by Council Member Martinez to approve a request to waive rental fees from 8:30 – 3:00 pm for Sunrise Pointe Banquet Hall on October 9th and 10th, 2026. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

Highview Drive – Moved by Council Member Piercy Jr. to approve on second reading Ordinance No. 07-O-2025-2026 vacating the Public Right-Of-Way in a portion of Highview Drive in the City of Storm Lake.. Seconded by Council Member Riner. Roll call vote: All ayes with Council Member Martine abstaining. Motion carried.

Mayor McKeon opened the Public Hearing for a proposed rezoning of six parcels located on Highview Drive stating this was the time and place for any comments. Hearing no comments and no other objections received prior to this public hearing from the Public or City Council, Mayor McKeon closed the public hearing.

Moved by Council Member Riner to approve on first reading Ordinance No. 08-O-2025-2026 on a proposed rezoning of six parcels located on Highview Drive. Seconded by Council Member Piercy Jr.. Roll call vote: All ayes with Council Member Martinez abstaining. Motion carried.

942 Oneida Street - Mayor McKeon opened the Public Hearing for a proposed rezoning of 942 Oneida Street application stating this was the time and place for any comments. Hearing no

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, FEBRUARY 16, 2026, 5:00 PM

comments and no other objections received prior to this public hearing from the Public or City Council, Mayor McKeon closed the public hearing.

Moved by Council Member Martinez to approve on first reading Ordinance No. 09-O-2025-2026 amending the Zoning Classification of certain real estate on Oneida Street. Seconded by Council Member Ramos. Roll call vote: All ayes with Council Member Riner abstaining. Motion carried.

Well No. 22 Project - Moved by Council Member Ricklefs to adopt Resolution No. 48-R-2025-2026 approving Pay Application #11 for the Storm Lake Well No. 22 Project. Seconded by Council Member Martinez. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 48-R-2025-2026

**RESOLUTION APPROVING PAY APPLICATION NUMBER 11
FOR THE STORM LAKE WELL NO 22 PROJECT**

WHEREAS, the City of Storm Lake, Iowa, (hereinafter CITY), has entered into an agreement for construction of the Well No. 22 Project, (hereinafter PROJECT) with:

Contractor Name: **King Contracting, LLC.**
Contractor Location: Wall Lake, Iowa
Date of Agreement: September 3, 2024

WHEREAS, the CONTRACTOR has submitted to the Project Engineer and the City Pay Application No. 11 for consideration of payment on the PROJECT for work completed as of December 31, 2025; and,

WHEREAS, prior to the submission of Pay Application No. 11 the CONTRACTOR has submitted for payment the following pay applications:

Pay Application No.	Amount	Total Paid to Date
1	\$23,651.39	\$23,651.39
2	\$1,033,751.48	\$1,057,402.87
3	\$23,732.32	\$1,081,135.19
4	\$96,863.39	\$1,177,998.58
5	\$218,889.18	\$1,396,887.76
6	\$138,538.50	\$1,535,426.26
7	\$124,398.02	\$1,659,824.28
8	\$1,262.01	\$1,661,086.29
9	\$357,841.25	\$2,018,927.54
10	\$57,000.00	\$2,075,927.54

WHEREAS, the agreement between the CITY and the CONTRACTOR has a total value of \$2,429,861.53 and includes four change orders impacting the overall value and completion time on the project; and,

WHEREAS, Pay Application No. 11 shows the following:

Total Value of Work Completed to Date:	\$2,261,986.88
Total Value of Retainage Held	\$113,099.34
Total Request for Payment	\$72,960.00

WHEREAS, the CONTRACTOR and Project Engineer have reviewed the pay application for compliance with the federal Buy American, Build America (BABA) compliance requirements and have signed off on certification that all products and materials for which payment is requested are either certified by approved BABA Certificates or have an approved BABA waiver.

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, FEBRUARY 16, 2026, 5:00 PM

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

SECTION 1. That the City Council has approved Pay Application No. 11 and authorized payment of \$72,960.00 to the CONTRACTOR.

SECTION 2. The City Council authorizes and directs the Mayor to sign Pay Application No. 11 on behalf of the CITY.

SECTION 3. The City Council hereby directs the Clerk to work with the Grant Administrator to process and submit a request for reimbursement from the Iowa Economic Development Authority for reimbursement of funds from the City’s Community Development Block Grant (CDBG) as follows:

Total Value of Pay Application	\$72,960.00
Reimbursement Amount from CDBG	\$14,410.00
Value Paid by State Revolving Loan Funds	\$58,550.00

SECTION 4. The City Council hereby directs the Clerk to work with the Grant Administrator to process and submit a request to the Iowa Finance Authority for reimbursement of funds from the City’s approved State Revolving Loan Fund in the amount of **\$58,550.00**.

SECTION 5. The City Council hereby certifies that **\$14,410.00** of Pay Application No. 11 is attributed to the CDBG portion of this project and that this resolution authorizes obligation of CDBG funds to reimburse the City for those funds.

SECTION 6. That Pay Application No. 11 is hereby accepted and approved by the City.

PASSED AND APPROVED THIS 16TH DAY OF February, 2026.

APPROVED BY THE
CITY OF STORM LAKE

Margaret J. McKeon, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Moved by Council Member Martinez to adopt Resolution No. 49-R-2025-2026 approving Pay Application #12 for the Storm Lake Well No. 22 Project. Seconded by Council Member Riner. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 49-R-2025-2026

**RESOLUTION APPROVING PAY APPLICATION NUMBER 12
FOR THE STORM LAKE WELL NO 22 PROJECT**

WHEREAS, the City of Storm Lake, Iowa, (hereinafter CITY), has entered into an agreement for construction of the Well No. 22 Project, (hereinafter PROJECT) with:

Contractor Name:	King Contracting, LLC.
Contractor Location:	Wall Lake, Iowa
Date of Agreement:	September 3, 2024

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, FEBRUARY 16, 2026, 5:00 PM

WHEREAS, the CONTRACTOR has submitted to the Project Engineer and the City Pay Application No. 12 for consideration of payment on the PROJECT for work completed as of January 28, 2026; and,

WHEREAS, prior to the submission of Pay Application No. 12 the CONTRACTOR has submitted for payment the following pay applications:

Pay Application No.	Amount	Total Paid to Date
1	\$23,651.39	\$23,651.39
2	\$1,033,751.48	\$1,057,402.87
3	\$23,732.32	\$1,081,135.19
4	\$96,863.39	\$1,177,998.58
5	\$218,889.18	\$1,396,887.76
6	\$138,538.50	\$1,535,426.26
7	\$124,398.02	\$1,659,824.28
8	\$1,262.01	\$1,661,086.29
9	\$357,841.25	\$2,018,927.54
10	\$57,000.00	\$2,075,927.54
11	\$72,960.00	\$2,148,887.54

WHEREAS, the agreement between the CITY and the CONTRACTOR has a total value of \$2,429,861.53 and includes four change orders impacting the overall value and completion time on the project; and,

WHEREAS, Pay Application No. 12 shows the following:

Total Value of Work Completed to Date:	\$2,320,761.53
Total Value of Retainage Held	\$116,038.08
Total Request for Payment	\$55,835.91

WHEREAS, the CONTRACTOR and Project Engineer have reviewed the pay application for compliance with the federal Buy American, Build America (BABA) compliance requirements and have signed off on certification that all products and materials for which payment is requested are either certified by approved BABA Certificates or have an approved BABA waiver.

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

SECTION 1. That the City Council has approved Pay Application No. 12 and authorized payment of \$55,835.91 to the CONTRACTOR.

SECTION 2. The City Council authorizes and directs the Mayor to sign Pay Application No. 12 on behalf of the CITY.

SECTION 3. The City Council hereby directs the Clerk to work with the Grant Administrator to process and submit a request for reimbursement from the Iowa Economic Development Authority for reimbursement of funds from the City’s Community Development Block Grant (CDBG) as follows:

Total Value of Pay Application	\$55,835.91
Reimbursement Amount from CDBG	\$11,028.00
Value Paid by State Revolving Loan Funds	\$44,807.91

SECTION 4. The City Council hereby directs the Clerk to work with the Grant Administrator to process and submit a request to the Iowa Finance Authority for reimbursement of funds from the City’s approved State Revolving Loan Fund in the amount of **\$44,807.91**.

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, FEBRUARY 16, 2026, 5:00 PM

SECTION 5. The City Council hereby certifies that **\$11,028.00** of Pay Application No. 12 is attributed to the CDBG portion of this project and that this resolution authorizes obligation of CDBG funds to reimburse the City for those funds.

SECTION 6. That Pay Application No. 12 is hereby accepted and approved by the City.

PASSED AND APPROVED THIS 16TH DAY OF February, 2026.

APPROVED BY THE
CITY OF STORM LAKE

Margaret J. McKeon, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Acquisition of Real Estate - Moved by Council Member Ricklefs to adopt Resolution No. 50-R-2025-2026 approving the acquisition of real estate parcels included in the purchase are 1033301005, 1033301006, 1033100003, and 1033100001 for new water treatment facility. Seconded by Council Member Riner. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 50-R-2025-2026

RESOLUTION APPROVING THE ACQUISITION OF REAL ESTATE LOCATED IN STORM LAKE, IOWA

WHEREAS, the City of Storm Lake, Iowa, is a duly organized Municipal Corporation with authority to exercise any power and perform any function it deems appropriate to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents; and

WHEREAS, the City desires to acquire certain real property owned by Marlin Friedrich Trust (“Owner”), located at 90th Avenue, Storm Lake, Iowa, approximately 89.13 acres and generally described in the attached “Farm and Land – Offer for Real Estate,” (“Property”); and

WHEREAS, the City desires to acquire the Property for a public purpose, including construction of a new water treatment facility and other utility uses, and future adjacent compatible development consistent with the City’s comprehensive plan; and

WHEREAS, a purchase price and proposed terms of a purchase agreement have been negotiated with the Owner; and

WHEREAS, it is in the best interest of the City to acquire the property in accordance with the terms of the proposed purchase agreement.

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

Section 1. That the City Council of the City of Storm Lake, Iowa, hereby finds purchase of the real estate described in the purchase agreement is in the best interests of the City and promotes the health, welfare, comfort, and convenience of its residents, and hereby approves the purchase agreement attached hereto.

Section 2. That the Mayor and City Clerk are hereby authorized to sign the purchase agreement, and city staff and the City Attorney are hereby authorized to do all things necessary to effectuate the sale and closing on the Property, and are authorized to deposit earnest money as set forth in the purchase agreement.

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, FEBRUARY 16, 2026, 5:00 PM

Section 3. That the City be and hereby is authorized to accept title to the Property conveying the Owner’s interest to the City of Storm Lake, under the terms and conditions described in the purchase agreement.

PASSED AND APPROVED on this 16th day of February 2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

2027-2031 Proposed Capital Improvement Plan - Moved by Council Member Ramos to approve setting a Public Hearing for the Fiscal Year 2027-2031 proposed Capital Improvement Plan. Seconded by Council Member Martinez. Vote: All ayes. Motion carried.

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

FY 2026-2027 Budget Work Session - City Council members and staff met and discussed the FY 2026-2027 the operations and maintenance budgets for water, wastewater, storm water, and landfill funds.

Adjourn - Moved by Council Member Ramos to adjourn at 6:11 pm. Seconded by Council Member Riner. Vote: All ayes. Motion carried.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

3/2/2026

Agenda Item # D.1.A.



REPORT TO: Honorable Mayor & Council

FROM: Tyler Gibbins, Finance Director

SUBJECT: **Resolution No. 51-R-2025-2026 To Approve Sunrise Pointe Golf Course Reciprocal Policy**

BACKGROUND: This policy opens the access of participating courses, specifically only on " free golf" days, which is defined as when courses do not have league, tournament, or any other event utilizing the course. This Policy would waive the course green fees outlined in the fee resolution but would require reciprocal members to pay for a riding golf car.

This policy is a " Value Added" benefit to our current members and promotes members of other courses to come to Sunrise Pointe.

If approved, staff will provide participating courses a list of members. Each reciprocal player will be matched with an identification card which is required at the clubhouse prior to play.

FISCAL IMPACT: This policy is a " Value Added" benefit to members of Sunrise Pointe Golf Course.

There is a \$75 registration fee to become a member of the reciprocal policy. This fee is to offset the cost of membership cards our members receive from this program.

RECOMMENDATION: Adopt Resolution Approving The Reciprocal Policy for Midwest Iowa.

ATTACHMENTS:

1. 2026 Reciprocal Agreement
2. Resolution #51-R-2025-2026 Golf Course Reciprocal Policy

2026 RECIPROCAL AGREEMENT FORM

These are the following guidelines/rules for your course to join the Iowa Reciprocal GOLF Program. I fully believe and promote the reciprocal agreement as an "ADDED VALUE" to your members for buying a membership. I am also confident the reciprocal agreement between our clubs is financially a huge benefit to your clubhouse and course.

-Sandy Boeckman, Founder & Director- Iowa Golf Reciprocal

GUIDELINES: Who qualifies to get a reciprocal card at your course? **Anyone who pays out of their own pocket for a membership.** Who **does not** qualify for a reciprocal card....? any CORPORATE MEMBERSHIPS. This program is to add VALUE to our "out of pocket" paid memberships. **Any cards given to as a "favor" to anyone that has not paid and does not have a membership.... your course AND all your members will be omitted from the program.**

1. Reciprocal players will be permitted to play during open golf times only. This does not include or give privileges to any of the club's private leagues, fundraisers, tournaments or events. **IT IS FOR OPEN GOLF TIMES ONLY.**
2. **YOU MUST OFFER AT LEAST 3 DAYS A WEEK FOR RECIPROCAL GOLFERS A CHANCE TO PLAY YOUR COURSE.**
3. Players traveling to other courses must have a membership card from their home course and a photo ID. This will ensure no one is passing their card to friends, not with memberships. Cards will be provided for you to hand out so that we all have the same reciprocal card.
4. All players **MUST CALL** the course they are traveling to for a tee time.
5. Each player **MUST SIGN** the reciprocal sign in book at the clubhouse prior to golfing. I will provide this.
6. Green fees will be waived for reciprocal players. This does not include any guest of a reciprocal golfer. The guest would pay green fees.
7. **EACH PLAYER must pay for a cart rental. One golfer must rent a full cart. NO ½ cart rentals. Two players can split a cart. If a golfer brings their own cart or plan to walk... a cart rental fee still must be charged.**
PLEASE DO NOT UP YOUR RATES JUST TOO RECIPROCAL GOLFERS FOR CART RENTAL FEE.
8. All rules for your club members... apply to reciprocal golf players.
9. We expect nothing less than the upmost respect and care for any course that your members golf at.
10. We expect clubhouse managers/board members to do their absolute best in educating their members on the rules and regulations for this program.
11. **We expect clubhouse managers to train their staff** on following the steps when someone arrives to golf on the reciprocal program. That is to look at their reciprocal card, ID AND to have each golfer sign the sign in book that will be provided for you. We want the golf experience to be the same on all courses.
12. We suggest numbering your reciprocal cards. I will send a tracker sheet for you. This helps to be accountable for all cards you have possession of.
13. ★ It is the right of a course to limit the number of times a particular golfer could use their reciprocal player's card to golf at the course if that individual bought a membership out of their area because it was cheaper or is abusing the program in any way. ★ It is the right of a course to limit all golfers to the number of times any golfer can use their reciprocal player's card at their course - it will be that course's responsibility to track that information. (Nothing new).
14. By signing this agreement, you are saying you agree and understand the guidelines for the program. If your course does not follow the guidelines or abuses the rules... please know that I will omit your course from the program and all other courses will be instructed to not accept reciprocal cards from your members. Following these guidelines is critical so that the reciprocal golf experience is the same experience at each course.
15. **PLEASE go on your courses Facebook page and invite your members to like the IOWA RECIPROCAL GOLF page. You get to advertise your tournaments here, put any course equipment you may have for sale, members can sell golf clubs and golf carts here... and.... You can send me photos of your course and all the information you want to promote your course, and I will do a COURSE SPOTLIGHT segment on that Facebook page. This is great FREE exposure!**

Please, RETURN THIS PAGE and PAYMENT **TOGETHER** TO GET YOUR PLAYER CARDS.

Signature that you understand the guidelines from page 1.

X _____ Your Title: _____

Your phone number: _____

Course Name: _____

Course Address: _____ PO BOX _____

Town: _____ State: IOWA Zip CODE: _____

Course Phone Number: _____ Manager: _____

The name and phone number of an active board member for a second-person contact:

Please answer these questions!

1.) Number of cards you will need: _____

COST:

\$30 for 1 – 100 player cards

\$50 for 101 – 250 player cards

\$75 for 251 – 400 player cards

\$100 for 401 – and up for player cards

There is a \$10 fee if you need extra cards mailed to you during the year.

2.) Is there a limit on number of times a golfer can use the reciprocal at your course? YES NO
If yes, how many times can a player play on your course? _____

3.) Are there certain days of the week you do not offer reciprocal? Please explain. (Most offer 3 days per week)

4.) What is your cart fee per cart? This info will be shared on Facebook when we do the welcome to each course and on the poster with course name and phone number.

9 Holes _____

18 holes _____

Please initial that you understand and follow the rule that 2 people can split the cart cost. _____

5.) Do you want your course to be on a list to swap golf certificates with other courses for your fundraisers and events? Example a certificate for 2 people, with cart- 9 holes. YES NO

Please mail a check made out to

Sandy Boeckman

PO BOX 193

Lake View, IA 51450

Please do not make checks to Spring Lake Golf as some of you do. Also, reminder, I do not mail out 1099's.

Cards will be mailed out the last week of March – first week in April. Card Tracker Sheet and Sign in book will be emailed to you once I mail you the cards.

RESOLUTION NO. 51-R-2025-2026

**RESOLUTION APPROVING THE SUNRISE GOLF GOURSE RECIPROCAL POLICY
AND WAIVING GREEN FEES FOR THE RECIPROCAL MEMBERS.**

WHEREAS, the City of Storm Lake owns the Sunrise Golf Course; and

WHEREAS, the City of Storm Lake desires to increase the number of rounds of golf played annually at the course; and

WHEREAS, the City of Storm Lake welcomes the opportunity to showcase the golf course to players from other courses in the Midwest Iowa; and

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

To approve waiving fees for golfers from participating courses visiting Sunrise Pointe Golf Course covered in the Sunrise Golf Course Reciprocal Policy.

PASSED AND APPROVED this 2nd day of March, 2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

3/2/2026

Agenda Item # D.1.B.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez, City Clerk

SUBJECT: Buy Local Information

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

concerns please don't hesitate to contact city staff.

FISCAL IMPACT:	Breakout	Calculated Expenses
	Buena Vista County	\$155,919.80
	Contract/Agreement	\$248,716.00
	Local	\$99,114.64
	Non-Local	\$351,317.76
	<u>Payroll/UB</u>	<u>\$243,765.86</u>
	<u>Refunds, Pyrl Tax</u>	
	<u>& Ins</u>	
	Total Expenses:	\$1,098,834.06
	Supporting Documents Attached	

RECOMMENDATION:

ATTACHMENTS:

1. [3/2/2026 Project Report](#)

Summary

Project Summary							
Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
0P1.131538	Memorial Road Street & Utility Impro...	4,126,579.75	0.00	4,201,654.40	0.00	4,201,654.40	-75,074.65
22-26698	Storm Lake WTP- Well No. 21	1,709,968.50	1,709,968.50	1,687,701.74	0.00	1,687,701.74	22,266.76
22-27926	Storm Lake WTP- Well #22	2,592,061.53	2,592,061.53	2,367,990.80	0.00	2,367,990.80	224,070.73
23-092	King's Pointe Remodel/Refresh	446,537.52	0.00	421,607.89	0.00	421,607.89	24,929.63
23-29446	WWTP UV Disinfection Building	275,138.00	0.00	191,768.00	0.00	191,768.00	83,370.00
23-29447	College & 3rd St Lift Station Replacem...	1,631,615.00	1,631,615.00	1,435,498.12	0.00	1,435,498.12	196,116.88
24-31153	WWTP Blower Project (EECBG)	129,600.00	129,600.00	95,401.50	0.00	95,401.50	34,198.50
24-31751	Storm Lake WTP- Well #23	175,500.00	175,500.00	86,239.04	0.00	86,239.04	89,260.96
24-31828	WTP Prelim Engineering Report	83,000.00	83,000.00	71,819.50	0.00	71,819.50	11,180.50
24X.136745	Apron Expansion Improvements	285,900.00	285,900.00	65,900.00	0.00	65,900.00	220,000.00
FEMA HMGP (HMA) 4483	FEMA HMGP (HMA) 4483	4,632,415.50	4,632,415.50	2,580,695.68	0.00	2,580,695.68	2,051,719.82
IA0091	SL Elevated Water Storage- Tower #5	7,434,973.15	7,434,973.15	7,069,956.68	0.00	7,069,956.68	365,016.47
P11.120411	Highway 7/110 Traffic Lane/Signalizat...	4,776,040.38	0.00	5,111,149.39	0.00	5,111,149.39	-335,109.01
WRAC 25-675	Sunrise Park Boat Ramp & Area Impro...	227,700.00	227,700.00	66,875.00	0.00	66,875.00	160,825.00
Report Total:		28,527,029.33	18,902,733.68	25,454,257.74	0.00	25,454,257.74	3,072,771.59

Group Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	285,900.00	285,900.00	65,900.00	0.00	65,900.00	220,000.00
ARPA Project	1,709,968.50	1,709,968.50	1,687,701.74	0.00	1,687,701.74	22,266.76
King's Pointe Resort Projects	446,537.52	0.00	421,607.89	0.00	421,607.89	24,929.63
Sanitary Sewer Projects	6,668,768.50	6,393,630.50	4,303,363.30	0.00	4,303,363.30	2,365,405.20
Street Construction	8,902,620.13	0.00	9,312,803.79	0.00	9,312,803.79	-410,183.66
Water Project	10,285,534.68	10,285,534.68	9,596,006.02	0.00	9,596,006.02	689,528.66
Water Recreation Access Cost-Share P...	227,700.00	227,700.00	66,875.00	0.00	66,875.00	160,825.00
Report Total:	28,527,029.33	18,902,733.68	25,454,257.74	0.00	25,454,257.74	3,072,771.59

Type Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	13,556,879.15	3,932,583.50	13,296,920.08	0.00	13,296,920.08	259,959.07
Federal/State Grant	14,659,450.18	14,659,450.18	12,018,643.16	0.00	12,018,643.16	2,640,807.02
Grant	227,700.00	227,700.00	66,875.00	0.00	66,875.00	160,825.00
Professional Service Study	83,000.00	83,000.00	71,819.50	0.00	71,819.50	11,180.50
Report Total:	28,527,029.33	18,902,733.68	25,454,257.74	0.00	25,454,257.74	3,072,771.59

Staff Summary

3/2/2026

Agenda Item # D.1.C.



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

REPORT TO: Honorable Mayor & Council

FROM: Scott Olesen, Building and Code Compliance Director

SUBJECT: **City Code Enforcement Summary**

BACKGROUND: 2/4/2026-2/18/2026
Nuisance Junk 5
Parking Restricted to Hard Surface 8
Building Maintenance 1
Junk Vehicle 1
Resolved 32
Escalated 6
Citations 2

FISCAL IMPACT: .

RECOMMENDATION: .

ATTACHMENTS:
None

Staff Summary

3/2/2026

Agenda Item # F.1.



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

REPORT TO: Honorable Mayor & Council

FROM: Chris Cole, Police Chief

SUBJECT: Motion For Wittter Gallery Art Festival Request

BACKGROUND:

Attached is a request form from the Witter Gallery for an Art Festival event scheduled for April 24, 2026, from 6:00 p.m. to 9:30 p.m. at the Storm Lake Public Library / Harmony Garden area.

The request includes permission for the group to serve ice cream; a noise variance for amplified announcements, videos, and music; the use of ten (10) parking spaces on the west side of the Library and the Iowa Department of Health and Human Services building; and the placement of four (4) 20-foot by 20-foot canopy tents near the west side of the Library building (see attached map).

The registration form also indicates the potential presence of food trucks at the event.

FISCAL IMPACT: None

RECOMMENDATION: Approve request upon receipt of liability insurance and food truck licenses.

ATTACHMENTS:

1. Event Application Form

City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588
-732-8000
clerk@stormlake.org
n.stormlake.org

City of Storm Lake Park Event / Rental Registration Application

Please complete this form for all events requested to be held within the Storm Lake Park System

Name of Requesting Party: Witter Gallery Phone #: 712-732-3400
Mailing Address: 609 Cayuga St Email: johnson@bv.edu
City: Storm Lake State: IA Zip: 50588
Cell Phone: 712-299-5783
2nd Contact: Jerry Johnson Position/Relationship: Board Member
Email: johnson@bv.edu Cell Phone: 712-299-5783

Requested Park: Harmony Gardens / SL Public Library Space Event Date: APRIL 24, 2026
Event Type: Live Video Show - Interactive / ART Festival Event Start Time: 7:00pm
Harmony at Dusk Event End Time: 9:00pm
Please answer the following questions regarding your proposed events:

Will there be amplified noise such as music, spoken word through a microphone or karaoke? (Use of amplified noise will
incur a noise variance) Video, 4 piece ensemble, MC, Announcements yes

Will you have horses involved in the event? (All animal feces must be managed and removed from public property)

No

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian
712-749-2555, provide a copy of this permit to the City. Also, Council approval for food sale on public property.)

yes
Serving
ICE CREAM

☐ Check this box if you will be charging admission to this event.

Will you be using an open shelter, the band shell, or the Chautauqua Park Shelter House? (These facilities are available for
rent and have a rental fee associated with them - please fill out the rental agreement in addition to this document.)

No

Will you be erecting a tent? If YES attach a map of the park showing the location of the tent, size, and staking layout.

Yes

How many people will be attending the event? Provide your best estimate on attendance.

100

Do you have electrical needs? YES Identify: Power For Projector, Sound Amp Additional Electrical - \$150.00 ART BOOTHS 220 for Ice Cream Machine

Will there be alcohol at the event?

NO

Will alcohol be sold at the event?

NO

Do you have a liquor license?

NO

Will you have inflatables at the event? If yes you will be required to provide liability insurance to the City.

NO

Are you requesting Street closures?

Yes Parking
spaces

Which Streets?

10 parking spaces from Library Entrance to
CAYUGA
DHS Building
on South

Starting Time: 6:00pm

Ending Time: 9:30pm

Will there be fireworks involved with this event? If Yes please contact the Fire Chief at 712-732-8010.

NO

Are you requesting security services provided by Storm Lake Public Safety? SLPS may require security services.

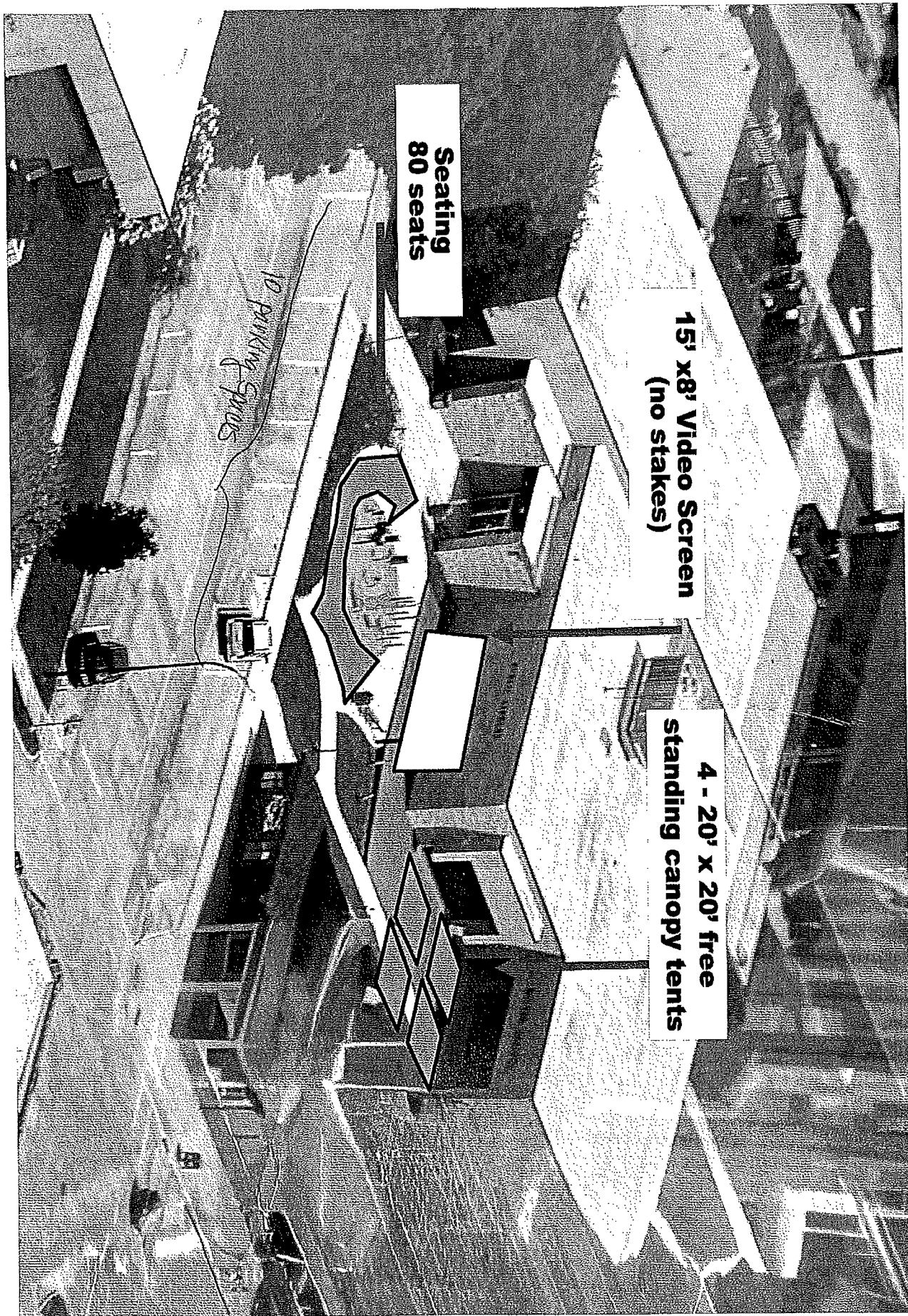
NO

Signature Field

Jerry Johnson

Date:

2-13-2026



Staff Summary

3/2/2026

Agenda Item # F.2.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil, City Manager

SUBJECT: **RIDES Annual Funding Request for Fiscal Year 2027**

BACKGROUND: RIDES CEO Hugh Lively will provide City Council updates and discuss Fiscal Year 2026-2027 funding request.

FISCAL IMPACT: Funding Request of \$10,000 (FY2026 monetary contribution was \$8,000 with additional amenities, parking and electricity provided)

RECOMMENDATION: No action needed at this time. Funding allocation

ATTACHMENTS:

1. [RIDES FY 2027 Funding Request](#)

Hugh D. Lively
Chief Executive Officer



522 10th Avenue East
Post Office Box 1240
Spencer, Iowa 51301

December 22, 2025

Ms. Keri Navratil, City Manager
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

Subject: RIDES Yearly Funding Request FY27

Dear Ms. Navratil:

The Regional Transit Authority is a private, not-for-profit organization, established by the nine northwest Iowa County boards of supervisors, cities, and Iowa Department of Transportation to provide public transportation.

RIDES is sincerely grateful for previous funds provided by the City of Storm Lake, and we will seek to continue providing the best possible service for the residents with your continued support.

The funds provided by the City empower RIDES to be a full service, demand response service to the general public, including those with disabilities. RIDES public transportation impacts the well-being of the community in many aspects. Research has proven time and time again that communities with public transit thrive. In addition to creating thriving communities, public transportation connects people, places, and opportunities.

Public transportation offers mobility for everyone in the community. This translates to freedom. Empowering individuals to feel valued and become active members of their community. Whether mobility is limited by disability, health condition, financial constraints, age, or numerous other reasons, RIDES provides access to travel as desired and needed. The ripple effect of this is that the community is better. RIDES services are the link between individuals and employment, shopping, mental and physical medical services, and the ability to expand socialization. Globally, transit systems reduce the communities' carbon footprint and increase road safety with professionally trained drivers.

The Regional Transit Authority dba RIDES is funded in part by the Iowa Department of Transportation with State Transit Assistance (STA) funds and federally by the Federal Transit Administration (FTA), to subsidize public transportation. These funds are made available on a performance-based funding formula, which considers three factors: ridership; revenue miles; and locally determined income. Both ridership and revenue miles account for almost 25% each of the total formula, while locally determined income accounts for roughly 50%.

Ms. Keri Navratil, City Manager
City of Storm Lake
Page 2
December 22, 2025

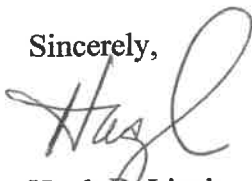
Locally Determined Income (LDI) consists of contracts with human service organizations (sheltered workshops, childcare centers, and elderly programs), contracts with cities and counties for community-based public transit programs, and contracts with private organizations such as nursing homes and hospitals. The face of public transit in rural Iowa is different than urban Iowa, but none the less just as vital to the community. We tend not to think about public transportation until the need arises.

For the year ending June 2025, RIDES provided 1,511 one-way trips; these trips cost a total of \$36,408.00 to provide. We would like to request operation funding of \$10,000.00 for FY27. These funds will be used to help subsidize the public transit program for all individuals within the city limits of Storm Lake. Currently the fare for a general public passenger is \$4.00 for a one-way trip. RIDES is also contracted with you in the TAXI Coupon Program. RIDES will deduct \$1.00 for each coupon redeemed from this amount of \$10,000.00 for the fiscal year.

It is our desire to remain a vital and impactful service to all residents. As it is for many organizations, Rides is facing substantial funding deficits, thus we are increasing our financial request. Your continued support is allocated to services provided and subsidized by the monies received from STA and FTA. If we cannot meet our operating expenses RIDES will be in the difficult position of reducing service to operate within our means. This will reflect in the strength we have to connect your community neighbors to medical appointments, encourage socialization, increase financial employment and independent living. The opportunity to touch the lives of this community is something we value, and we at RIDES will continue to do all we can to ensure we continue to be the best possible stewards of the funds awarded to us.

Please let me know if there is any other information you may need, or if you would like to discuss it further. Please call me at 712-262-7920, ext. 100.

Sincerely,



Hugh D. Lively
CEO – RIDES

Staff Summary

3/2/2026

Agenda Item # F.3.



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

REPORT TO: Honorable Mayor & Council

FROM: Dana Larsen, Communications Coordinator

SUBJECT: **Resolution No. 52-R-2025-2026 Approve Kids' Fest Street Closure**

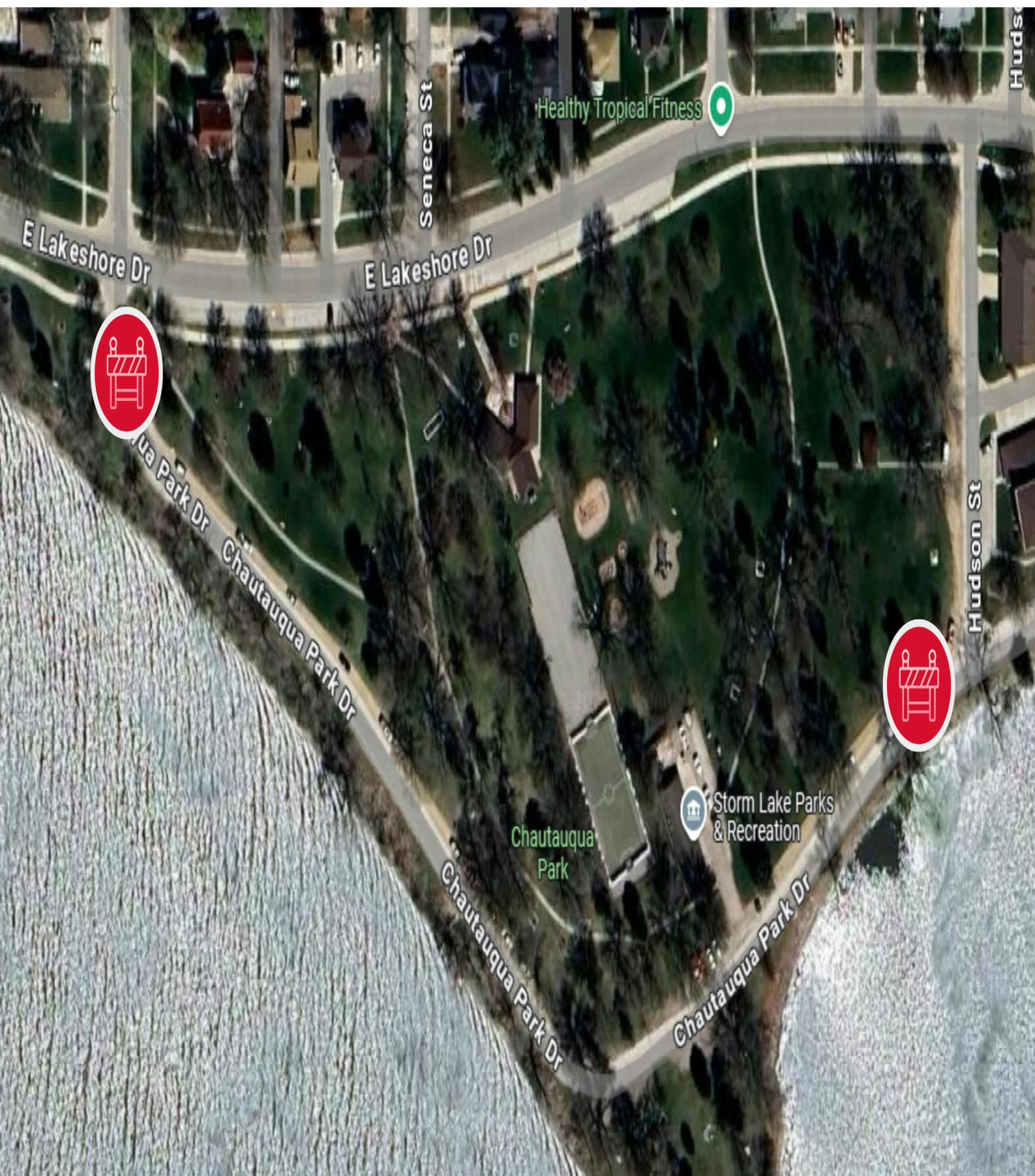
BACKGROUND: Kids' Fest will be held in Chautauqua Park on Sunday, June 14th. For safety during this busy event, Chautauqua Park Road would be closed from the Lakeshore Drive intersection to the Hudson Street intersection from 11 AM to 4 PM to allow for the event and a short time for setup before and cleanup following.

FISCAL IMPACT: None.

RECOMMENDATION: Adopt Resolution Allowing For The Road Closure For Kids' Fest.

ATTACHMENTS:

1. Proposed Closure Map
2. Resolution No. 52-R-2025-2026 Approve Temporarily Closing Street 2026-Kids' Fest



Street Closure - Sunday, June 14 for Kids' Fest
11 AM - 4 PM

RESOLUTION NO. 52-R-2025-2026

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

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

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

WHEREAS, a request has been submitted for a temporary street closure in connection with a special event known as “Kids’ Fest,” and the City finds it is necessary and in the best interests of the attendees and public to temporarily close the following streets and any associated parking spaces from 11:00 a.m. to approximately 4 p.m. on the dates listed below, in conjunction with the special event known as “Kids’ Fest:”

Chautauqua Park Road from the Lakeshore Drive intersection to the Hudson Street Intersection, on June 14th, 2026.

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

Dated this date: March 2nd, 2026

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

3/2/2026

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: Amy Von Bank, General Manager

SUBJECT: **Motion to Approve Kids Fest Outdoor Waterpark Special One-Day Rate Request**

BACKGROUND: This item is to approve a one-day special rate for the outdoor waterpark admissions for the Kids Fest event which is scheduled for June 14th, 2026.

Individuals under 11 years of age- FREE

Individuals over 12 years of age- \$5.00

FISCAL IMPACT:

RECOMMENDATION: Motion to Approve the Outdoor Waterpark Special Rate on June 14th, 2026 for Kids Fest.

ATTACHMENTS:

None

Staff Summary

3/2/2026

Agenda Item # F.5.



REPORT TO: Honorable Mayor & Council

FROM: Ron Covert, Public Works Director

SUBJECT: **Resolution No. 53-R-2025-2026 Storm Lake Water Tower No. 5
Change Order No. 2**

BACKGROUND: The Storm Lake Water Tower No. 5 project, which is currently under construction, is a 1.75 million-gallon water tower located at 228 Mae Street. This change order recommends a project cost deduction of \$3,341.00 from the current contract price of \$6,674,873.00 for a proposed total contract price of \$6,671,532.00. The change order request removes the decommissioning and disconnection of Tower 1 from the project scope, adds a heavy cover spring assembly to the Tower 5 Cla-Val valve to assist in the closing of the Tower 5 fill valve due to the low differential pressure caused by the Water Treatment Plant running 24 hours a day and adds a pilot valve to the Cla-Val valve which does not require any head loss for operation of the Cla-Val to allow for electrical control (opening and closing) of the tower fill valve as recommended by the manufacturer representative.

Due to the lead time on the cover spring assembly and pilot valve, the Contractor is requesting that the final completion date be extended to April 30, 2026. Currently, the final completion date is December 31, 2025.

The Project Engineer, ISG, has reviewed the request and found it to be reasonable and recommends approval. The proposed change order and letter of recommendation from ISG are attached to this staff summary.

FISCAL IMPACT: A deduction of \$3,341.00 will be subtracted from the overall contract price for a new total of \$6,671,532.00.

RECOMMENDATION: Adopt Resolution For Change order No. 2 to the Tower No. 5 project.

ATTACHMENTS:

1. Resolution No. 53-R-2025-2026 Adopting Change Order No. 2 For Water Tower No. 5 Project
2. Storm Lake Tower No. 5 - Change Order 02_ISG+Landmark Signed
3. Letter of Recommendation - Change Order #2 Tower #5

RESOLUTION NO. 53-R-2025-2026

RESOLUTION ADOPTING CHANGE ORDER NO. 2 FOR THE CITY OF STORM LAKE, IOWA ELEVATED WATER TOWER NO. 5 PROJECT

WHEREAS, on the 16th day of February 2026, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Storm Lake Elevated Water Tower No. 5; and

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

WHEREAS, a contract in the amount of \$6,624,000.00 was awarded to Landmark Structures for the project; and

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

Section 1. That Change Order No. 2 as recommended by ISG is hereby approved in the amount of \$3,341.00 decreasing the contract amount from \$6,674,873,000 to \$6,671,532.00.

Section 2. Final Payment is changed from December 31, 2025 to April 30, 2026.

PASSED AND APPROVED this 2nd day of March 2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

CHANGE ORDER NO.: 02

Owner:	City of Storm Lake	Owner's Project No.:	
Engineer:	I&S Group, Inc. (ISG)	Engineer's Project No.:	26311
Contractor:	Landmark Structures I, LP	Contractor's Project No.:	1824
Project:	Storm Lake Elevated Water Tower No. 5		
Contract Name:	Elevated Water Tower No. 5 – Storm Lake, Iowa		
Date Issued:	03.18.2024	Effective Date of Change Order:	02.03.2026

The Contract is modified as follows upon execution of this Change Order:

Description:

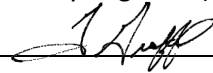
- Remove decommissioning and disconnection of Tower #1 from the project scope.
- Add a heavy cover spring assembly to the Cla-Val valve to assist in the closing of the tower fill valve due to the low differential pressure caused by the WTP running 24 hrs/day. Add a pilot valve to the Cla-Val which does not require any head loss for operation of the Cla-Val to allow for electrical control (opening & closing) of the tower fill valve as recommended by the manufacturer representative.
- Final Completion Date

Attachments:

- CO-40 and C3-21

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>6,624,000.00</u>	Original Contract Times: Substantial Completion: <u>Sept. 20, 2025</u> Ready for final payment: <u>Oct. 31, 2025</u>
Increase from previously approved Change Orders No. 0 to No. 1: \$ <u>50,873.00</u>	Increase from previously approved Change Orders No. 0 to No. 1: Substantial Completion: <u>Nov. 30, 2025</u> Ready for final payment: <u>Dec. 31, 2025</u>
Contract Price prior to this Change Order: \$ <u>6,674,873.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>Nov. 30, 2025</u> Ready for final payment: <u>Dec. 31, 2025</u>
Decrease this Change Order: \$ <u>-3,341.00</u>	Increase this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>Apr. 30, 2026</u>
Contract Price incorporating this Change Order: \$ <u>6,671,532.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>Nov. 30, 2025</u> Ready for final payment: <u>Apr. 30, 2026</u>

Recommended by Engineer (if required)

By: Tom Grafft 

Title: Water/Wastewater Group Leader

Date: 02.03.2026

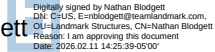
Authorized by Owner

By: _____

Title: _____

Date: _____

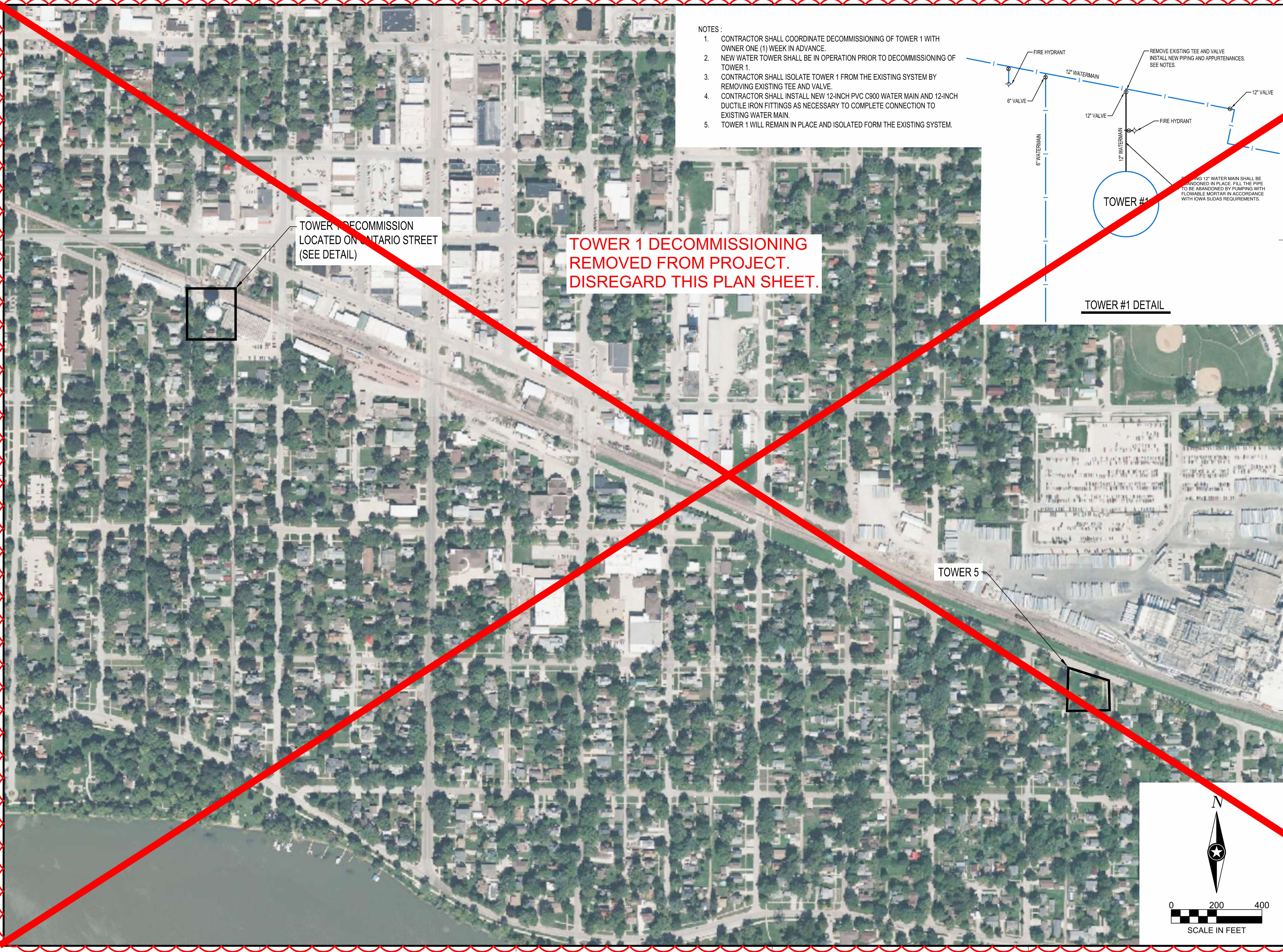
Accepted by Contractor

Nate Blodgett  Digitally signed by Nathan Blodgett
DN: cn=US, e=nblodgett@leamlandmark.com,
ou=Landmark Structures, cn=Nathan Blodgett
Reason: I am approving this document
Date: 2026.02.11 14:25:39 -05'00'

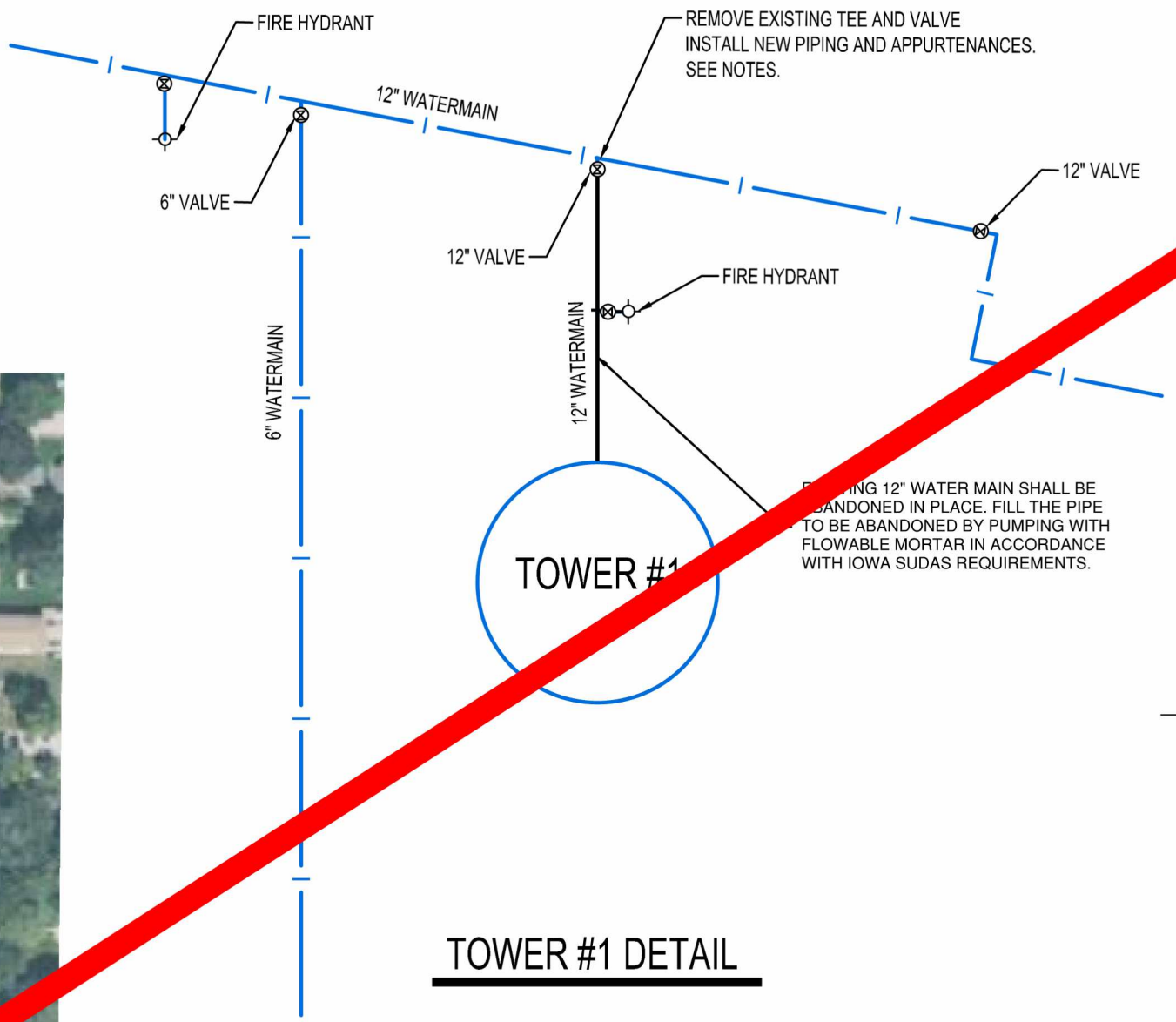
Project Manager, Landmark Structures

2/11/2026

Approved by Funding Agency (if applicable)



- NOTES :
1. CONTRACTOR SHALL COORDINATE DECOMMISSIONING OF TOWER 1 WITH OWNER ONE (1) WEEK IN ADVANCE.
 2. NEW WATER TOWER SHALL BE IN OPERATION PRIOR TO DECOMMISSIONING OF TOWER 1.
 3. CONTRACTOR SHALL ISOLATE TOWER 1 FROM THE EXISTING SYSTEM BY REMOVING EXISTING TEE AND VALVE.
 4. CONTRACTOR SHALL INSTALL NEW 12-INCH PVC C900 WATER MAIN AND 12-INCH DUCTILE IRON FITTINGS AS NECESSARY TO COMPLETE CONNECTION TO EXISTING WATER MAIN.
 5. TOWER 1 WILL REMAIN IN PLACE AND ISOLATED FORM THE EXISTING SYSTEM.



NOTE:
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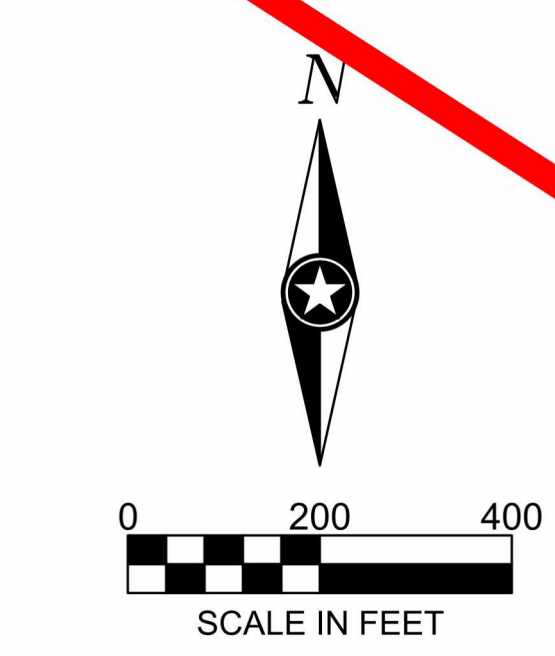
PROJECT
CITY OF STORM LAKE
ELEVATED WATER TOWER NO.5

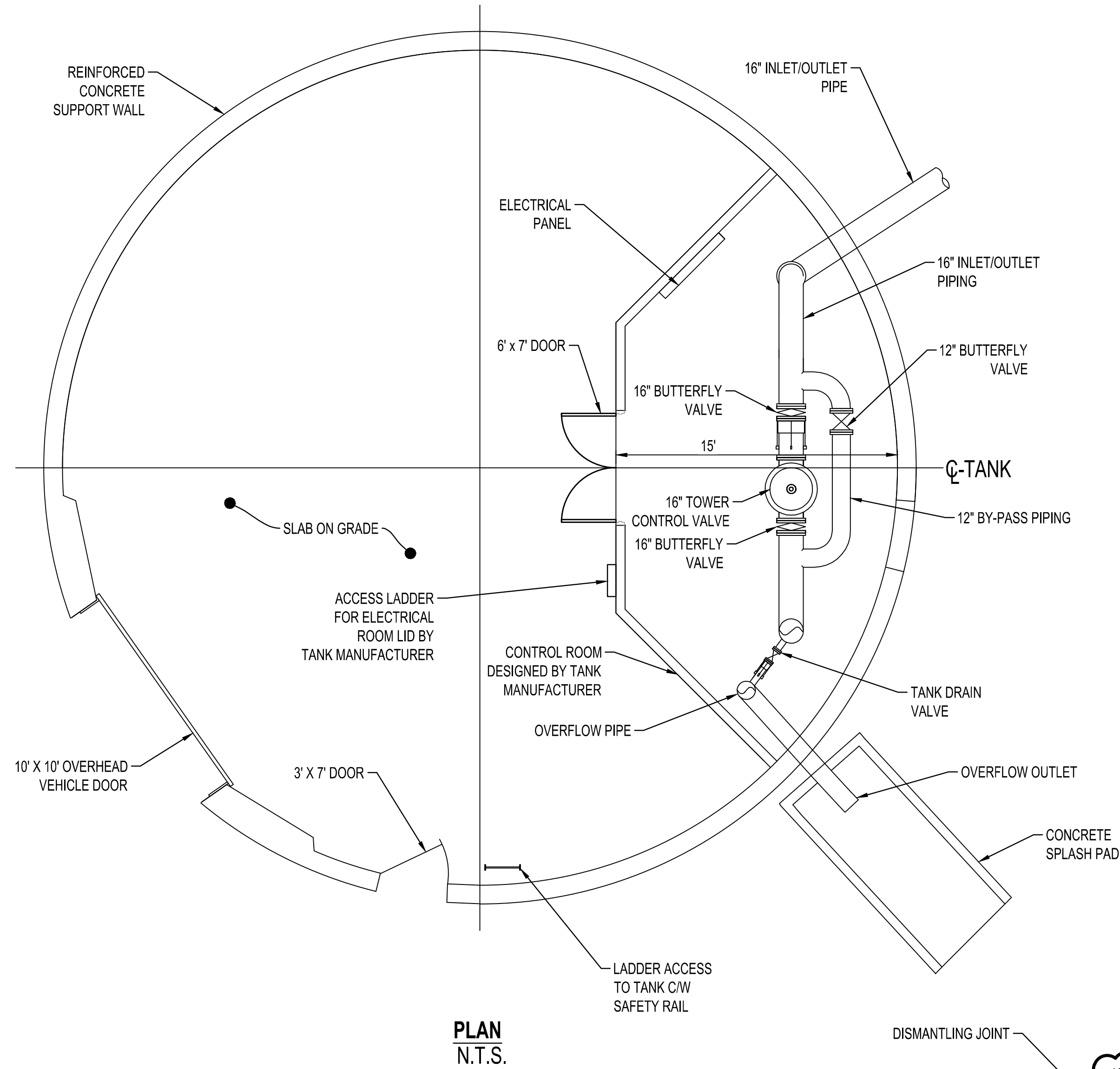
REVISION SCHEDULE		
DATE	DESCRIPTION	BY
01/30/2024	ADDENDUM NO. 1	ISG
02/03/2026	CHANGE ORDER NO. 2	ISG

PROJECT NO.	22-26311
FILE NAME	C0-TOWER1
DRAWN BY	GBV
DESIGNED BY	KGV
REVIEWED BY	LL
ORIGINAL ISSUE DATE	01/05/2024
CLIENT PROJECT NO.	-

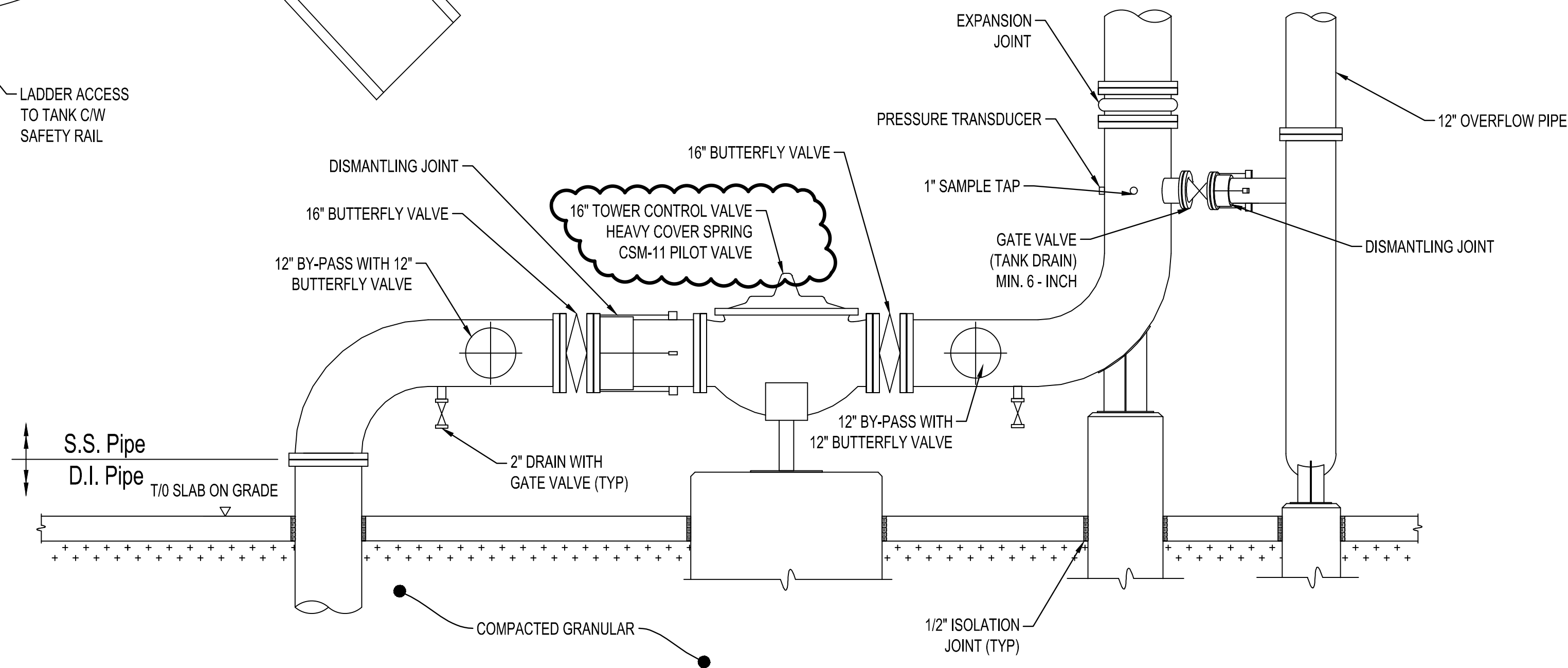
TITLE
TOWER 1 DECOMMISSION

SHEET
C0-40





PLAN
N.T.S.



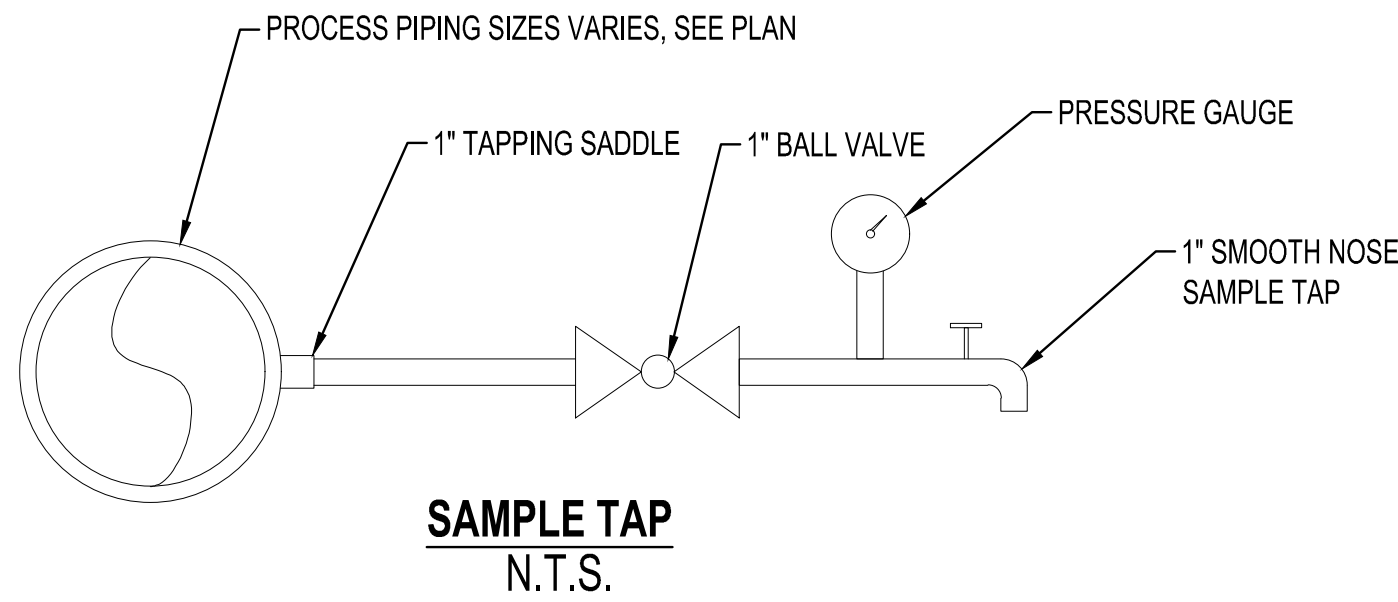
MECHANICAL PIPING
SECTION VIEW
N.T.S.

TANK SIZING CRITERIA

DESIGN VOLUME	1,750,000 GALLONS
OVERFLOW ELEVATION (HWL)	1,554.77 FEET
TOP OF GROUND ELEVATION (TOG)	1,437 FEET
INLET/OUTLET PIPE SIZE	16-INCH
INLET/OUTLET AND OVERFLOW CONNECTION PIPE	6-INCH (MINIMUM)
OVERFLOW PIPE SIZE	12-INCH (MINIMUM)
TOTAL VOLUME	37 FEET

GENERAL NOTES :

- THIS LAYOUT IS SCHEMATIC AND FOR REFERENCE ONLY. FINAL LAYOUT SHALL BE COMPLETE BY THE TANK MANUFACTURER AND SUBMITTED TO OWNER FOR REVIEW.
- ALL PIPE MATERIAL SHALL BE DESIGNED AND CONSTRUCTED TO ACCOMMODATE ANY DIFFERENTIAL MOVEMENT.
- CONNECT INLET/OUTLET AND OVERFLOW WITH A VALVED LATERAL FOR TANK DRAINING. MINIMUM 6 - INCH PIPING
- PROVIDE THRUST RESTRAINT AND SUPPORT AS REQUIRED.
- INSTALL ¾ - INCH TAPPINGS COMPLETE WITH BRONZE BALL VALVE AND PLUG ON INLET/OUTLET PIPE.
- SLOPE SLAB MINIMUM 0.5% TO VEHICLE DOOR FOR DRAINAGE.
- ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED TO AVOID GALVANIC CORROSION.
- CONTROL ROOM SHALL BE SIZED TO ACCOMMODATE ALL PIPING, APPURTENANCES, ELECTRICAL EQUIPMENT AND MECHANICAL EQUIPMENT. THERE SHALL BE A MINIMUM OF 5' OF WORKING SPACE ON EACH SIDE OF THE TANK CONTROL VALVE. CONTROL ROOM WALLS SHALL BE A MINIMUM OF 2-FT FROM ALL PIPING TO ALLOW FOR MAINTENANCE SPACE. CONTROL ROOM SHALL INCLUDE AN EXTERIOR LADDER TO ACCESS THE INLET/OUTLET PIPING ON THE ROOF OF THE ROOM. A RAILING SHALL BE PROVIDED ON THE ROOF PER OSHA STANDARDS.
- CITY SHALL SUPPLY LOCKING MECHANISM FOR EXTERIOR DOOR ONLY. CONTRACTOR SHALL PROVIDE ALL MATERIAL FOR INTERIOR DOOR.



SAMPLE TAP
N.T.S.



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PROJECT

**CITY OF STORM
LAKE**

**ELEVATED WATER
TOWER NO.5**

STORM LAKE IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
01/30/2024	ADDENDUM NO.1	ISG
02/03/2026	CHANGE ORDER NO. 2	ISG

PROJECT NO.	22-26311
FILE NAME	26311 C3-SITE-DETAILS
DRAWN BY	GBV
DESIGNED BY	KGV
REVIEWED BY	LL
ORIGINAL ISSUE DATE	01/05/2024
CLIENT PROJECT NO.	-

TITLE

**TOWER PLAN AND
DETAILS 2**

SHEET

C3-21

FEBRUARY 3, 2026

City of Storm Lake
620 Erie Street
PO Box 1086
Storm Lake, IA 50588



PROJECT: STORM LAKE ELEVATED WATER TOWER NO. 5
RE: LETTER OF RECOMMENDATION - CHANGE ORDER NO. 02

Mr. Olesen,

The following recommended changes are included in Change Order No. 02:

- Remove decommissioning and disconnection of Tower #1 from the project scope.
- Add a heavy cover spring assembly to the Cla-Val valve to assist in the closing of the tower fill valve due to the low differential pressure caused by the WTP running 24 hrs/day. Add a pilot valve to the Cla-Val which does not require any head loss for operation of the Cla-Val to allow for electrical control (opening & closing) of the tower fill valve as recommended by the manufacturer representative.
- Final Completion Date

The total cost is -\$3,341.00, which would be a change order reducing the contract amount. Due to the lead time on the cover spring and pilot valve as well as the time required to complete the work, Landmark has requested the final completion date be extended to Apr. 30, 2026.

ISG finds this reasonable and recommends approval of the request.

If you have any questions regarding this change, please don't hesitate to reach out to me at 712.732.7745.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Grafft", with a stylized flourish at the end.

Tom Grafft
Water/Wastewater Group Leader

Tom.Grafft@ISGInc.com

Staff Summary

3/2/2026

Agenda Item # F.6.



REPORT TO: Honorable Mayor & Council

FROM: Scott Olesen, Building and Code Compliance Director

SUBJECT: **Public Hearing On The Proposal To Convey A Portion Of Highview Drive.**

BACKGROUND: Buena Vista Regional Medical Center has requested that the City sell a portion of the Highview Drive Right of Way to allow them to construct a clinic addition to the northeast corner of the main Hospital building. The portion of the ROW to be conveyed lies south of Lochedem Drive and is adjacent to the current BVRMC property at the south end. Easements will be provided for the relocated sanitary and storm sewer pipes that will be relocated generally to the east of their current location.

The proposed parcel to be conveyed contains .29 acres and is subject to all easements of record. Public notice of the proposed sale was made and BVRMC owns all the adjoining parcels.

FISCAL IMPACT: Publication and legal fees.

RECOMMENDATION: Open Public Hearing, Receive Public Input, Close Public Hearing.

ATTACHMENTS:

1. Notice of Public Hearing for Conveyance
2. Purchase Agreement
3. Storm Sewer Easement
4. Sanitary Sewer Easement

(One publication required)

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF
STORM LAKE IN THE STATE OF IOWA, ON THE MATTER OF THE
PROPOSAL TO CONVEY A PART OF HIGHVIEW DRIVE , AND THE
HEARING THERON**

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake in the State of Iowa, will hold a public hearing at its meeting on March 2, 2026, at 5:00 P.M., at Storm Lake City Council Chambers, City Hall, 620 Erie St., Storm Lake, Iowa at which meeting the Council proposes to take action on the proposal to convey a part of Highview Drive to Buena Vista Regional Medical Center property owned by the City, which is legally described as follows:

Beginning at the Northeast Corner of Lot One of Block Three of said Pleasant View First Addition; thence South 88° 43' 15" East (assumed bearing), on the south line of Lochedem Drive, 59.85 feet to the northwest corner of Lot One of Block Two of said Pleasant View First Addition; thence South 01 ° 05' 54" West, on the west line of said Block Two of Pleasant View First Addition, 214.06 feet to the Southwest Corner of Lot Three of said Block Two of Pleasant View First Addition; thence North 88° 26' 16" West, 59.90 feet to the Southeast Corner of Lot Three of said Block Three of Pleasant View First Addition; thence North 01 ° 06' 40" East, on the east line of said Block Three of Pleasant View First Addition, 213.77 feet to the Point of Beginning.

Tract contains 0.29 acres and is subject to all easements of record.

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

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

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

Dated this 2 day of February, 2026.

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

(End of Notice)

Real Estate Purchase Agreement

This Real Estate Purchase Agreement ("Agreement") is dated _____, 2026 and is between the City of Storm Lake, Iowa (the "Seller") and Buena Vista Regional Medical Center (the "Buyer").

WHEREAS, Seller owns a portion of property, which was vacated by Ordinance No. _____ of the City Council on _____, 2026, which is situated within the City of Storm Lake, legally described as follows:

Beginning at the Northeast Corner of Lot One of Block Three of said Pleasant View First Addition; thence South 88° 43' 15" East (assumed bearing), on the south line of Lochedem Drive, 59.85 feet to the northwest corner of Lot One of Block Two of said Pleasant View First Addition; thence South 01° 05' 54" West, on the west line of said Block Two of Pleasant View First Addition, 214.06 feet to the Southwest Corner of Lot Three of said Block Two of Pleasant View First Addition; thence North 88° 26' 16" West, 59.90 feet to the Southeast Corner of Lot Three of said Block Three of Pleasant View First Addition; thence North 01° 06' 40" East, on the east line of said Block Three of Pleasant View First Addition, 213.77 feet to the Point of Beginning.

Tract contains 0.29 acres and is subject to all easements of record.

; and

WHEREAS, Buyer owns all lots adjacent to the above-described property and uses said lots for hospital purposes, and desires to purchase and maintain the City-owned property described above as part of an expansion project, and Seller is willing to sell it to Buyer subject to certain terms and conditions; and

WHEREAS, the parties have hereinafter outlined the responsibilities of each party as it relates to this transaction.

The parties agree as follows:

1. **Purchase and Sale of Property.** The Seller shall convey to the Buyer a 0.29 acre site as legally described and depicted in the plat of survey attached as **Exhibit A** (the "Property"). The Seller shall convey the Property together with any easements and servient estates appurtenant thereto and subject to any (i) zoning restrictions, (ii) easements of record acceptable to each other, and (iii) restrictive covenants of record.

2. **Purchase Price.** The Purchase Price shall be \$21,645.52 (the "Purchase Price"). The Buyer shall pay the Purchase Price in cash on the Closing Date with proper adjustments as provided in this agreement.

3. **Real Estate Taxes.** The Buyer acknowledges that the Seller is a tax-exempt government entity, and the Buyer agrees that the Seller shall not be required to pay any real estate

taxes or to give the Buyer a credit for prorated real estate taxes at Closing. The Buyer shall pay all real estate taxes assessed against the Property prior to Closing.

4. **Special Assessments.** The Seller shall pay all special assessments which are a lien on the Property as of the Closing Date. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by Seller through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to Seller. The Buyer shall pay all other special assessments.

5. **Insurance.** Seller shall bear the risk of loss to the Property until Closing. In the event of material damage prior to Closing, Buyer may elect to terminate this Agreement without penalty.

6. **Closing and Possession.** Closing shall occur on a date mutually agreed to between the parties on or before April 24, 2026 (the "Closing Date"). The Seller shall deliver possession of the Property to the Buyer on the Closing Date. This transaction shall be considered closed upon: (i) the filing of all title transfer documents, (ii) the Seller's receipt of all funds due from the Buyer under this Agreement, and (iii) Seller's receipt of a sanitary sewer utility and storm sewer utility easement executed by Buyer, as depicted in the attached **Exhibit B** ("Closing").

7. **Seller's Closing Costs.** Seller shall pay the following costs associated with this transaction: (i) Seller's attorney's fees or other professional fees incurred by Seller in connection with this transaction; (ii) transfer taxes, if any; (iii) recording fees necessary to cure title defects identified under section 12 of this Agreement; (iv) all other costs customarily paid by sellers of real estate in Iowa.

8. **Buyer's Closing Costs.** Buyer shall pay the following costs associated with this transaction: (i) the Purchase Price under section 2 of this Agreement; (ii) Buyer's attorney's fees or other professional fees incurred by Buyer in connection with this transaction; (iii) the cost to update the abstract under section 12 of this Agreement; (iv) the closing or settlement fee charged by a closing or title agent; (v) the recording fee to record the deed transferring title to Buyer; (vi) all other costs customarily paid by buyers of real estate in Iowa.

9. **Fixtures.** Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the real estate, whether attached or detached.

10. **Inspection and Disclaimer of Warranties.** The Buyer acknowledges and agrees that the Seller is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, leasing, zoning, tax consequences, latent or patent physical condition, utilities, operating history or projections, valuation, governmental approvals, or the compliance of the Property with laws. The Buyer represents to the Seller that the Buyer has conducted, or will conduct prior to Closing, any investigations of the Property, including its physical and environmental condition, as the Buyer deems necessary to satisfy itself as to the condition of the Property. The Buyer acknowledges and agrees that at the Closing, the Buyer shall accept the

Property “as is, where is, with all faults.” At the Closing, the Buyer shall be deemed to have released the Seller from any claims, known or unknown, which the Buyer might have asserted or alleged against the Seller arising out of any latent or patent physical condition of the Property, violations of any applicable laws, and any other matters regarding the Property. The Buyer acknowledges that the compensation to be paid to the Seller for the Property considers that the Property is being sold subject to the provisions of this section 10.

11. **Abstract and Title.** Buyer, at Buyer’s expense, shall promptly obtain an abstract of title to the Property and deliver it to Buyer’s attorney to examine and render a title opinion. If the title opinion does not show marketable title in Seller in conformity with this agreement, Iowa law, and the title standards of the Iowa State Bar Association, the Seller shall reasonably cooperate with the Buyer to remedy any defects to title. If the Seller is unable to cure the defects to title by the Closing Date, then either party may terminate this Agreement by giving 10 calendar days written notice to the other party.

12. **Deed.** Upon payment of the Purchase Price, Seller shall convey the Property to Buyer by Special Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as permitted by this Agreement.

13. **Remedies of the Parties.**

- a. If the Seller breaches, repudiates, or otherwise fails to timely perform this Agreement, the Buyer may elect, as its remedy, to (i) terminate this Agreement and recover from Seller all of Buyer’s actual, reasonable out of pocket costs and expenses incurred in connection with this transaction, not to exceed \$5,000 or (ii) pursue specific performance of this Agreement or any other remedy available at law or in equity.
- b. If the Buyer breaches, repudiates, or otherwise fails to timely perform this Agreement, the Seller may elect to (i) terminate this Agreement by written notice to the Buyer, or (ii) to enforce this Agreement by any available remedy, including specific performance.
- c. The prevailing party in any dispute arising out of this Agreement shall be entitled to obtain judgment for its reasonable costs and attorney fees.

14. **Notice.** For a notice under this Agreement to be valid, it must be in writing and must be delivered either (i) in person, (ii) via certified mail to the address noted below, or (iii) via email if the receiving party consents to receiving notice via email. All notices shall be effective upon receipt.

If to the Seller:

City of Storm Lake, Iowa
Attn: City Manager
620 Erie St.
Storm Lake, IA 50322

If to the Buyer:

Buena Vista Regional Medical Center
Attn: CEO
1525 W 5th Street
Storm Lake, IA 50588

15. **Time of the Essence.** In the performance of each part of this Agreement, time shall be of the essence.

16. **Choice of Law.** All claims relating to this Agreement shall be governed by the laws of the State of Iowa without regard to principles of conflicts of law.

17. **Forum.** The sole and exclusive jurisdiction for any action arising from or relating to this Agreement shall be in the state or federal courts located in the county in which the Property is located.

18. **Assignment.** Neither party may transfer to any other person (i) any discretion granted under this Agreement, (ii) any right under this Agreement, (iii) any remedy under this Agreement, or (iv) any obligation imposed under this Agreement.

19. **Survival.** This agreement shall survive the Closing.

20. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

21. **Modification.** No amendment of this Agreement will be effective unless it is in writing and signed by both parties.

22. **Waiver.** No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.

23. **Severability.** The parties agree that if a dispute between the parties arises out of this Agreement, they would want the court to interpret this Agreement as follows:

- a. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this Agreement will remain in effect;
- c. By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- d. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire Agreement unenforceable.

24. **Certification.** Buyer and Seller each certify that they are not acting, directly or

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

25. **Counterpart and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and PDF signatures shall be given the same effect as original signatures.

26. **Seller Representations.** Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing Date that:

- a. Seller is a municipal corporation and authority to enter into this Agreement is subject to the approval of the Storm Lake City Council;
- b. Closing is expressly conditioned upon the vacation of the Property in accordance with all legal requirements by the City of Storm Lake City Council;
- c. To Seller’s knowledge, no hazardous substances have been released on the Property during Seller’s ownership in violation of applicable law.

[The parties have signed this agreement on the following page]

The parties are signing this Agreement as of the date stated in the introductory clause.

SELLER:
CITY OF STORM LAKE, IOWA

BUYER:
**BUENA VISTA REGIONAL MEDICAL
CENTER**

By: _____
Mayor

By: _____

By: _____
City Clerk

Its: _____

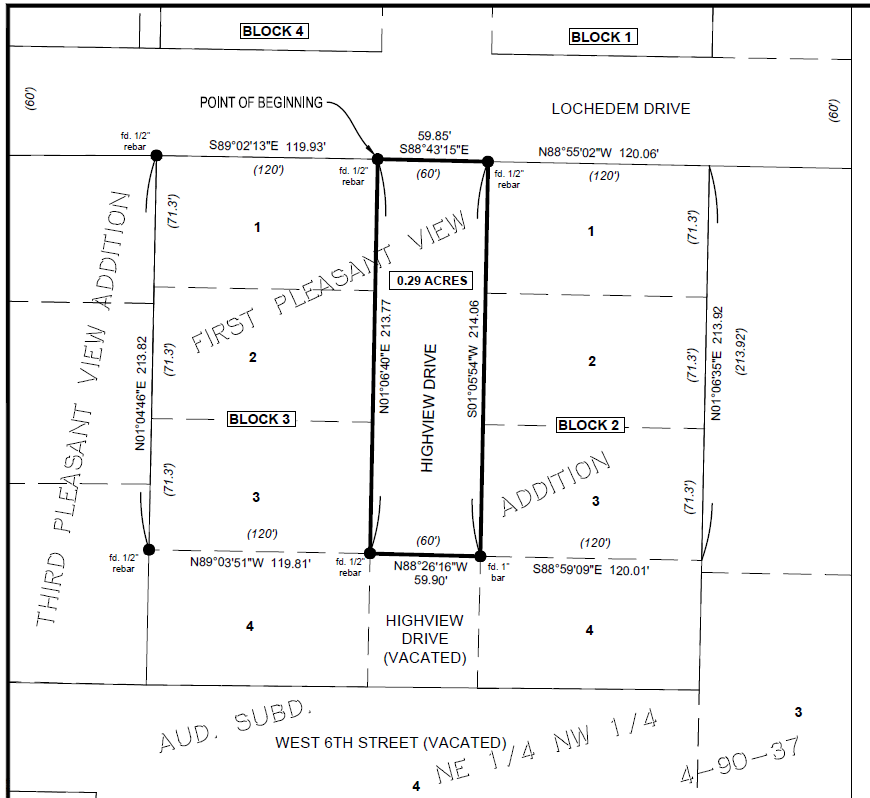
Exhibits

Exhibit A – Depiction of the Property

Exhibit B – Easement Plat

Exhibit A – Plat of Survey

INDEX LEGEND	
PLAT OF SURVEY	
CITY:	STORM LAKE
COUNTY:	BUENA VISTA
SUBDIVISION/ADDITION NAME:	PLEASANT VIEW FIRST ADDITION
LOT:	PT. HIGHVIEW DRIVE
BLOCK:	2 & 3
PROPRIETOR:	CITY OF STORM LAKE
SURVEY PREPARED FOR:	EARL STANLEY - BVRMC
SURVEY PREPARED BY:	JOSHUA A. WERNER, IOWA PLS NO. 29451
COMPANY NAME:	ISG
OFFICE ADDRESS:	1725 N. LAKE AVE, STORM LAKE, IA 50588
PHONE:	712-732-7745



DESCRIPTION

A PART OF HIGHVIEW DRIVE LOCATED IN PLEASANT VIEW FIRST ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast Corner of Lot One of Block Three of said Pleasant View First Addition; thence South 88° 43' 15" East (assumed bearing), on the south line of Lochedem Drive, 59.85 feet to the northwest corner of Lot One of Block Two of said Pleasant View First Addition; thence South 01° 05' 54" West, on the west line of said Block Two of Pleasant View First Addition, 214.06 feet to the Southwest Corner of Lot Three of said Block Two of Pleasant View First Addition; thence North 88° 26' 16" West, 59.90 feet to the Southeast Corner of Lot Three of said Block Three of Pleasant View First Addition; thence North 01° 06' 40" East, on the east line of said Block Three of Pleasant View First Addition, 213.77 feet to the Point of Beginning.

Tract contains 0.29 acres and is subject to all easements of record.

LEGEND OF SYMBOLS/ABBREVIATIONS

- CORNERS FOUND (monuments as described)
- CORNERS SET (1/2" rebar w/ppc no. 29451)
- CORNERS SET (magnetic nail)
- 100.00' MEASURED
- (100.00') RECORDED AS
- ppc PURPLE PLASTIC CAP

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



Joshua A. Werner
 JOSHUA A. WERNER Date: 11/14/2025
 License Number 29451
 My License renewal date is 12/31/2026
 Pages covered by this seal 1



EXHIBIT B

[INSERT EASEMENTS]

4908-0462-3763-1\11149-1005

STORM SEWER UTILITY EASEMENT

Recorder's Cover Sheet

Preparer Information:

Kristine Stone
Ahlers & Cooney, PC
100 Court Ave Ste 600
Des Moines IA 50309

Return Document To:

City of Storm Lake, Iowa
P.O. Box 1086
620 Erie Street
Storm Lake, IA 50588

Grantor: Buena Vista Regional Medical Center

Grantee: City of Storm Lake, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

STORM SEWER UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That BUENA VISTA REGIONAL MEDICAL CENTER (hereinafter called "Grantor") in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the CITY OF STORM LAKE, IOWA, a municipal corporation, (hereinafter called "City"), a permanent easement and right-of-way for storm sewer and overland stormwater flowage purposes over, under, through, on, within, and across the following described real estate (the "Easement Area"):

See attached Easement Plat

for the purpose of the City constructing, reconstructing, repairing, replacing, grading, improving, inspecting, and maintaining storm sewer infrastructure and overland stormwater flowage, together with necessary appurtenances thereto.

This Easement is subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Area without obtaining the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Grantor may use the surface of the Easement Area for paving, parking, drive lanes, sidewalks, landscaping (excluding trees), and similar improvements that do not materially interfere with the City's use of the Easement Area for sanitary sewer purposes.
2. **OBSTRUCTIONS PROHIBITED.** Without obtaining the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Grantor and its successors and assigns shall not erect or cause to be placed on the Easement Area any structure, material, device, thing, matter, or other obstruction, nor plant or permit to grow any vegetation or plant which could obstruct, impede, or otherwise interfere with the operations or maintenance of the storm sewer infrastructure in the Easement Area.
3. **MAINTENANCE OF EASEMENT AREA.** Grantor and its successors and assigns shall keep and preserve the Easement Area in good repair and condition at all times, and shall not plant nor permit to grow any trees or other vegetative growth within the Easement Area which might reasonably be expected to obstruct or impair the City's use and enjoyment of the Easement Area for the purposes described herein.
4. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation, or contour of any part of the Easement Area without

obtaining the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

5. **RIGHT OF ACCESS.** City shall have the right of access to the Easement Area from Grantor's property adjacent to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions, structures, planting, or material placed or erected on the Easement Area and the right to improve, repair, and maintain the Easement Area in whatever manner necessary consistent with its purpose. Except in the case of an emergency posing an immediate threat to public health or safety, the City shall provide reasonable advance notice to Grantor prior to entering the Easement Area and shall coordinate access with Grantor so as to minimize disruption to hospital operations. The City shall use reasonable efforts to utilize existing driveways and access routes designated by Grantor.
6. **RELOCATION.** Grantor shall have the right, upon reasonable prior written notice to the City, to relocate the storm sewer facilities within or outside the Easement Area at Grantor's sole cost and expense, provided that (a) the relocation is approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed, (b) the relocated facilities provide equivalent utility and service, and (c) all applicable codes and standards are satisfied. Upon completion of the relocation and acceptance by the City, the City shall vacate the original Easement Area no longer in use.
7. **ABANDONMENT.** In the event the sanitary sewer facilities within the Easement Area are permanently abandoned or removed and no longer used for public utility purposes, the City shall vacate this Easement within a reasonable time following written request by Grantor.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.
9. **PROPERTY TO BE RESTORED.** Upon completion of any work within the Easement Area, the City shall restore the Easement Area and any adjacent areas disturbed by the City to substantially the same condition that existed immediately prior to such work. However, the City shall have no obligation to restore any Grantor-installed improvements within the Easement Area which were installed after the effective date of this Easement.
10. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor and its successors and assigns agree to indemnify and hold the City, its employees, agents and representatives

harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent acts or omissions of Grantor or its employees, agents, or representatives.

11. **EASEMENT BENEFIT**. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

12. **APPROVAL**. This Easement shall not be binding until it has received the final approval and acceptance by the governing body of the City.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

GRANTOR: BUENA VISTA REGIONAL MEDICAL CENTER

By: _____ (Signature)

Name: _____ (Print Name)

Its: _____ (Title)

STATE OF IOWA)
) ss
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____, 2026, by _____, as _____ of Buena Vista Regional Medical Center.

Notary Public in and for said State

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF BUENA VISTA, ss:

I, _____, City Clerk of the City of Storm Lake, Iowa, do hereby certify that the within and foregoing Storm Sewer Utility Easement was duly approved and accepted by the City Council of said City of Storm Lake by Resolution No. _____ passed on the _____ day of _____, 2026, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2026.

City Clerk

(Seal)

EASEMENT PLAT

4901-2010-0243-1\11149-1005

SANITARY SEWER UTILITY EASEMENT

Recorder's Cover Sheet

Preparer Information:

Kristine Stone
Ahlers & Cooney, PC
100 Court Ave Ste 600
Des Moines IA 50309

Return Document To:

City of Storm Lake, Iowa
P.O. Box 1086
620 Erie Street
Storm Lake, IA 50588

Grantor: Buena Vista Regional Medical Center

Grantee: City of Storm Lake, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

SANITARY SEWER UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That BUENA VISTA REGIONAL MEDICAL CENTER (hereinafter called "Grantor") in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the CITY OF STORM LAKE, IOWA, a municipal corporation, (hereinafter called "City"), a permanent easement and right-of-way for sanitary sewer purposes over, under, through, on, within, and across the following described real estate (the "Easement Area"):

See attached Easement Plat

for the purpose of the City constructing, reconstructing, repairing, replacing, grading, improving, inspecting, and maintaining sanitary sewer infrastructure, together with necessary appurtenances thereto.

This Easement is subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES PROHIBITED.** Grantor and its successors and assigns shall not erect any structure, building, or fence over or within the Easement Area without obtaining the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Grantor may use the surface of the Easement Area for paving, parking, drive lanes, sidewalks, landscaping (excluding trees), and similar improvements that do not materially interfere with the City's use of the Easement Area for sanitary sewer purposes.
2. **OBSTRUCTIONS PROHIBITED.** Without obtaining the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed, Grantor and its successors and assigns shall not erect or cause to be placed on the Easement Area any structure, material, device, thing, matter, or other obstruction, nor plant or permit to grow any vegetation or plant which could obstruct, impede, or otherwise interfere with the operations or maintenance of the sanitary sewer infrastructure in the Easement Area.
3. **MAINTENANCE OF EASEMENT AREA.** Grantor and its successors and assigns shall keep and preserve the Easement Area in good repair and condition at all times, and shall not plant nor permit to grow any trees or other vegetative growth within the Easement Area which might reasonably be expected to obstruct or impair the City's use and enjoyment of the Easement Area for the purposes described herein.
4. **CHANGE IN GRADE PROHIBITED.** Grantor and its successors and assigns shall not change the grade, elevation, or contour of any part of the Easement Area without

obtaining the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

5. **RIGHT OF ACCESS.** City shall have the right of access to the Easement Area from Grantor's property adjacent to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions, structures, planting, or material placed or erected on the Easement Area and the right to improve, repair, and maintain the Easement Area in whatever manner necessary consistent with its purpose. Except in the case of an emergency posing an immediate threat to public health or safety, the City shall provide reasonable advance notice to Grantor prior to entering the Easement Area and shall coordinate access with Grantor so as to minimize disruption to hospital operations. The City shall use reasonable efforts to utilize existing driveways and access routes designated by Grantor.
6. **RELOCATION.** Grantor shall have the right, upon reasonable prior written notice to the City, to relocate the sanitary sewer facilities within or outside the Easement Area at Grantor's sole cost and expense, provided that (a) the relocation is approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed, (b) the relocated facilities provide equivalent utility and service, and (c) all applicable codes and standards are satisfied. Upon completion of the relocation and acceptance by the City, the City shall vacate the original Easement Area no longer in use.
7. **ABANDONMENT.** In the event the sanitary sewer facilities within the Easement Area are permanently abandoned or removed and no longer used for public utility purposes, the City shall vacate this Easement within a reasonable time following written request by Grantor.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be perpetual, permanent and runs with the land and shall be binding on Grantor and on Grantor's successors and assigns.
9. **PROPERTY TO BE RESTORED.** Upon completion of any work within the Easement Area, the City shall restore the Easement Area and any adjacent areas disturbed by the City to substantially the same condition that existed immediately prior to such work. However, the City shall have no obligation to restore any Grantor-installed improvements within the Easement Area which were installed after the effective date of this Easement.
10. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor and its successors and assigns agree to indemnify and hold the City, its employees, agents and representatives

harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent acts or omissions of Grantor or its employees, agents, or representatives.

11. **EASEMENT BENEFIT**. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

12. **APPROVAL**. This Easement shall not be binding until it has received the final approval and acceptance by the governing body of the City.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

GRANTOR: BUENA VISTA REGIONAL MEDICAL CENTER

By: _____ (Signature)

Name: _____ (Print Name)

Its: _____ (Title)

STATE OF IOWA)
) ss
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____, 2026, by _____, as _____ of Buena Vista Regional Medical Center.

Notary Public in and for said State

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF BUENA VISTA, ss:

I, _____, City Clerk of the City of Storm Lake, Iowa, do hereby certify that the within and foregoing Sanitary Sewer Utility Easement was duly approved and accepted by the City Council of said City of Storm Lake by Resolution No. _____ passed on the _____ day of _____, 2026, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2026.

City Clerk

(Seal)

EASEMENT PLAT

4924-7094-2099-1\11149-1005

Staff Summary

3/2/2026

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: Scott Olesen, Building and Code Compliance Director

SUBJECT: **Ordinance No. 07-O-2025-2026 An Ordinance Vacating The Public Right-Of-Way In A Portion Of Highview Drive In The City Of Storm Lake - 3rd Reading**

BACKGROUND: Buena Vista Regional Medical Center has requested that the City sell a portion of Highview Drive, specifically the Right Of Way adjacent to Lots 1,2, and 3, Block Two, and lots 1,2, and 3, Block Three, all in the First Pleasantview Addition to the City of Storm Lake. This ROW, if sold and vacated, will become incorporated into BVRMC's property and will allow them to construct an attached Medical Clinic to the northeast corner of the Hospital. The addition will allow BVRMC to provide additional essential services on the Hospital "campus" and will be of a benefit to Storm Lake and the surrounding communities.

The City Council will need to review the request and receive public input during tonight's Council meeting and then approve the vacation by Ordinance.

FISCAL IMPACT: Approximately \$300.

RECOMMENDATION: Review and Approve
~~1st Reading— 2/02/2026~~
~~2nd Reading— 2/16/2026~~
3rd Reading - 03/02/2026

ATTACHMENTS:

1. 0720252026 - Ordinance Vacating highview

ORDINANCE NO. 07-O-2025-2026

AN ORDINANCE VACATING THE PUBLIC RIGHT-OF-WAY IN A PORTION OF HIGHVIEW DRIVE IN THE CITY OF STORM LAKE

WHEREAS, the City of Storm Lake, Iowa (the “City”) proposes to vacate a portion of the Highview Drive, as further described herein; and

WHEREAS, Iowa Code Sections 306.11, 306.12, and 364.12(2)(a) require that public ways be vacated by ordinance, after published and mailed notice and a public hearing before the City Council; and

WHEREAS, the City Council set a public hearing on the proposed vacation for its meeting held on February 2, 2026 and, following notice given as directed by law, held said public hearing; and

WHEREAS, the City Council now wishes to proceed with the vacation of the public right-of-way.

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

Section 1: That no claim for damages was filed at or before the hearing and no person is entitled to damages from the vacation of this public right-of-way.

Section 2: That the public right-of-way in the portion of Highview Drive legally described as follows is hereby vacated:

A PART OF HIGHVIEW DRIVE LOCATED IN PLEASANT VIEW FIRST ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast Corner of Lot One of Block Three of said Pleasant View First Addition; thence South 88° 43' 15” East (assumed bearing), on the south line of Lochedem Drive, 59.85 feet to the northwest corner of Lot One of Block Two of said Pleasant View First Addition; thence South 01° 05' 54” West, on the west line of said Block Two of Pleasant View First Addition, 214.06 feet to the Southwest Corner of Lot Three of said Block Two of Pleasant View First Addition; thence North 88° 26' 16” West, 59.90 feet to the Southeast Corner of Lot Three of said Block Three of Pleasant View First Addition; thence North 01° 06' 40" East, on the east line of said Block Three of Pleasant View First Addition, 213.77 feet to the Point of Beginning.

Tract contains 0.29 acres and is subject to all easements of record.

Section 3: That no public or private utility easements are located within the portion of Highview Drive containing this now-vacated public right-of-way.

Section 4: All ordinances or portions of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 5: If any section, provision, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Read First Time: _____
Read Second Time: _____
Read Third Time: _____

PASSED AND APPROVED _____, 2026

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

I, _____, City Clerk of the City of Storm Lake, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2026, signed by the Mayor on _____, 2026, and published in the Storm Lake Times Pilot on _____, 2026.

City Clerk, City of Storm Lake, State of Iowa

Staff Summary

3/2/2026

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: Scott Olesen, Building and Code Compliance Director

SUBJECT: **Ordinance No. 08-O-2025-2026 On A Proposed Rezoning of Six
Parcels Located on Highview Drive - 2nd Reading**

BACKGROUND: A petition for a Zoning Map Amendment Change Request in the R-1 :Low Density Residential Zoning District as applied to the properties located at 706 Highview Drive, 707 Highview Drive, 710 Highview Drive, 711 Highview Drive, 714 Highview Drive and 1520 Lochedem Drive and legally described as:
Blocks Two (2), And Three (3) Of Lots One (1), Two (2), And Three (3) First Pleasant View Addition To The City Of Storm Lake, Iowa to allow for a change to IN-3 Medical Hospital Facility has been submitted by Buena Vista Regional Medical Center.

Buena Vista Regional Medical Center is planning on constructing a Clinic addition to the northeast side of the Hospital. The six lots listed above are currently zoned as R-1, Low Density Residential and Hospitals and Clinics are not a permitted use in this Zoning District. Therefore, BVRMC has made a request to re-zone the above lots to the IN-3 District which permits the requested use. These lots are adjacent to the IN-3 Zone to the south of these parcels.

The Future Land Use Map located in the Comprehensive Plan does not show these lots to be Zoned IN-3. However, Goal 1 on page 59 of the Comprehensive Plan states: "Support and expand the City's existing economic base. Work with existing businesses to maintain or expand their current sites or relocate to more appropriate sites." Goal 2: Provide adequate land and infrastructure to make locations within Storm Lake attractive to future businesses. "Ensure an adequate supply of land for business locations and target new areas for businesses in the Land Use Plan." This re-zoning will expand the

essential services that the Hospital provides on one "campus". The ability for BVRMC to expand is a benefit to the entire community and increases the economic benefits by bringing patients from other surrounding communities as well.

The Storm Lake Planning and Zoning Commission reviewed the request for rezoning from BVRMC at their February 9th, 2026 meeting and recommended the approval of the request by BVRMC to the City Council.

The Storm Lake Planning and Zoning Commission reviewed application 2026-1, the request for rezoning from BVRMC at their February 9th, 2026 meeting and recommended the approval of the request by BVRMC to the City Council.

FISCAL IMPACT: \$300.00 for postal expenses.

RECOMMENDATION: Review and approve the request by BVRMC for a change in the zoning from R-1 to IN-3 on the:
~~First Reading, February 16th, 2026.~~
Second Reading, March 2nd, 2026.
Third Reading, March 16th, 2026.

ATTACHMENTS:

1. Ordinance No. 08-O-2025-2026 - Zoning Ordinance - Highview
2. 2026-1 Application
3. Highview Map

ORDINANCE NO. 08-O-2025-2026

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

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

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

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

BLOCKS TWO (2), AND THREE (3) OF LOTS ONE (1), TWO (2), AND THREE (3) FIRST PLEASANT VIEW ADDITION TO THE CITY OF STORM LAKE, IOWA WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA,

are hereby rezoned from a district classification of R-1 (Low Density Residential) to a district classification of IN-3 (Hospital Medical Facilities)

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

PASSED AND APPROVED this 16th day of March, 2026

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



Zoning Ordinance Request

Planning & Zoning and City Council

The City of Storm Lake Zoning Ordinance Article 12 Section 1209 establishes the powers and duties of the Board of Adjustment including reviewing variance request. The applicant should submit the following information, which must accompany this application before it can be considered by the Board of Adjustment.

- The full legal description and local address of the property/properties.
- The present zoning classification and the requested zoning classification.
- The existing use of the property and the proposed use of the property.
- A statement of the reasons why the applicant feels the present zoning classification is no longer valid.
- The request will be heard by the Planning & Zoning Commission and the City Council at separate meetings.
- The City of Storm Lake will notify all adjoining property owners to the applicant's property of the upcoming hearing.
- The City of storm Lake will notify the applicant of the hearing date.
- The City of Storm Lake will publish a public hearing notice in a locally circulated newspaper not less than 7 and no more than 20 days prior to the meeting.
- A non refundable application fee of \$300.00 is required at the time of application. The fee will not be refunded if the request is denied by the Planning and Zoning Commission or the City Council..

First Name	Buena Vista Regional Medical Center
Last Name	BVRMC
Address	1525 W 5th St
City	Storm Lake
State	IA
ZIP Code	50588
Phone Number	7122138600
Email Address	colerick.rob@bvrmc.org
Type of Request	Zoning Map Amendment to the Zoning Ordinance
Property Address	714, 711, 710, 707 & 706 Highview Drive and 1520 Lochedem Drive
Full Legal Description	TBD
Present Zoning District	R-1- Residential
Requested Zoning District	IN-3-Hospital Medical Facilities
Why Present Zoning is no Longer Valid:	Change of property use
Existing Use of Property:	Residential lot
Proposed Use of Property	Hospital usage

Signature Agreement

By affixing your signature in the box below, you agree that such signature will be the electronic representation of your signature to be valid and binding upon you for all purposes when you (or your agent) affix below, including on legally binding contracts, just the same as a hand-written signature.

Signature

S R C

Date

01/13/2026

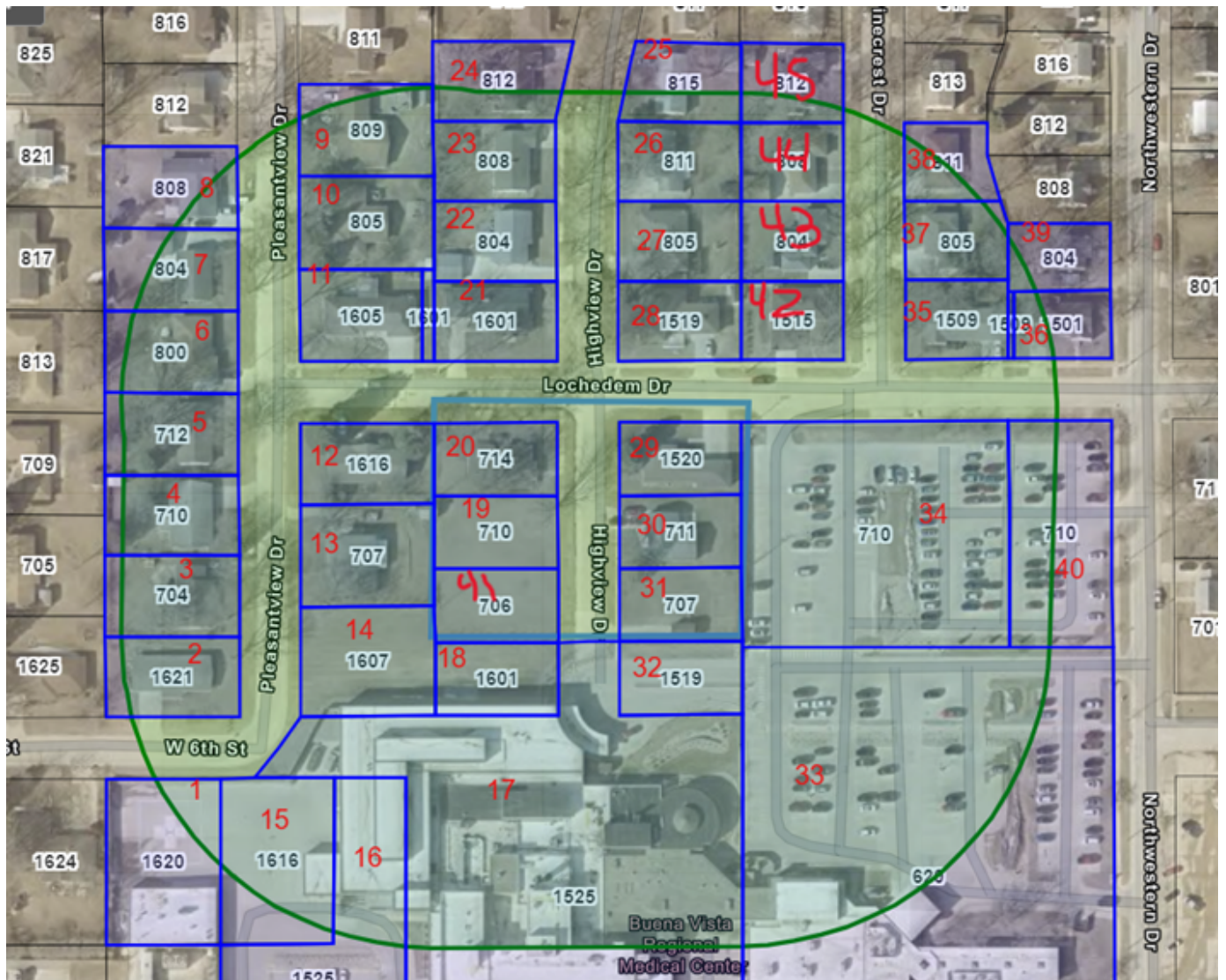
Thank you for providing this information. After clicking 'Submit' you will receive a Submission ID number that can be retained for future reference.

You will be updated by our staff, if necessary, as your submission is processed.

Have a great day!

City of Storm Lake Use

Request Number: _____ Meeting Date: _____ Application Fee Paid: _____



Staff Summary

3/2/2026

Agenda Item # F.9.



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

REPORT TO: Honorable Mayor & Council

FROM: Scott Olesen, Building and Code Compliance Director

SUBJECT: **Ordinance No. 09-O-2025-2026 Amending the Zoning Classification of Certain Real Estate On Oneida Street - 2nd Reading**

BACKGROUND: Buena Vista University has agreed to sell the property located at 942 Oneida Street to the Storm Lake Public School District, contingent on the property being re-zoned. The lot is currently Zoned IN-1, Public Services Zoning District. The request is to change the Zoning to the R-4, High Density Residential Zoning District.

The Storm Lake Community School District intends to use the lot for its Building Trades Program and, if approved for re-zoning, will construct a new single-family dwelling this fall.

The Storm Lake Comprehensive Plan, on page 13, lists: "2022 Strategic Plan, High/Medium Priority, Keep building houses (especially single family dwellings). Page 24 Goal 1: "Provide an array of housing options to attract and retain households, residents, and families of varying sizes, ages, diversities, cultures, incomes and needs. On page 26, Goal 1 states: "Provide an array of housing options to attract households, residents, and families of varying sizes, ages, diversities, cultures, incomes, and needs."

The Planning and Zoning Commission reviewed this request at their February 9th, 2026 meeting and recommended approval of the request for rezoning from Buena University to the Storm Lake City Council.

FISCAL IMPACT: \$300.00 for postal fees.

RECOMMENDATION: Review and approve the request for rezoning from IN-1 to R-4 by

Buena University on the ~~First Reading: February 16th, 2026.~~

Second Reading, March 2nd. 2026.

Third Reading, March 16th, 2026.

ATTACHMENTS:

1. Ordinance No. 09-O-2025-2026 - Zoning Ordinance - Oneida
2. Application 2026-2
3. 2026-2 Map

ORDINANCE NO. 09-O-2025-2026

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

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

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

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

06-00 STORM LAKE CORP WASH ONEIDA ADD & LOT 7 TO THE CITY OF STORM LAKE, IOWA WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA,

are hereby rezoned from a district classification of IN-1 (Public Services) to a district classification of R-4 (High Density Residential)

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

PASSED AND APPROVED this 16th day of March, 2026

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



Zoning Ordinance Request

Planning & Zoning and City Council

The City of Storm Lake Zoning Ordinance Article 12 Section 1209 establishes the powers and duties of the Board of Adjustment including reviewing variance request. The applicant should submit the following information, which must accompany this application before it can be considered by the Board of Adjustment.

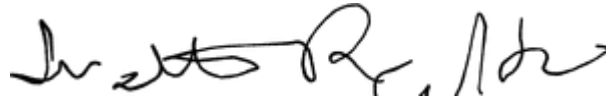
- The full legal description and local address of the property/properties.
- The present zoning classification and the requested zoning classification.
- The existing use of the property and the proposed use of the property.
- A statement of the reasons why the applicant feels the present zoning classification is no longer valid.
- The request will be heard by the Planning & Zoning Commission and the City Council at separate meetings.
- The City of Storm Lake will notify all adjoining property owners to the applicant's property of the upcoming hearing.
- The City of storm Lake will notify the applicant of the hearing date.
- The City of Storm Lake will publish a public hearing notice in a locally circulated newspaper not less than 7 and no more than 20 days prior to the meeting.
- A non refundable application fee of \$300.00 is required at the time of application. The fee will not be refunded if the request is denied by the Planning and Zoning Commission or the City Council..

First Name	Buena Vista University
Last Name	by Suzette Radke
Address	610 West 4th St
City	Storm Lake
State	Iowa
ZIP Code	50588
Phone Number	712-749-2044
Email Address	radkes@bvuu.edu
Type of Request	Zoning Map Amendment to the Zoning Ordinance
Property Address	942 Oneida
Full Legal Description	Lot 6 Oneida Addition
Present Zoning District	IN-1-Public Services
Requested Zoning District	R-4-Residential
Why Present Zoning is no Longer Valid:	For construction of Storm Lake Community School Building Trades House
Existing Use of Property:	Bare lot
Proposed Use of Property	Single Family Residential home

Signature Agreement

By affixing your signature in the box below, you agree that such signature will be the electronic representation of your signature to be valid and binding upon you for all purposes when you (or your agent) affix below, including on legally binding contracts, just the same as a hand-written signature.

Signature



Date

01/27/2026

Thank you for providing this information. After clicking 'Submit' you will receive a Submission ID number that can be retained for future reference.

You will be updated by our staff, if necessary, as your submission is processed.

Have a great day!

City of Storm Lake Use

Request Number: _____ Meeting Date: _____ Application Fee Paid: _____



Staff Summary

3/2/2026

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: David Derragon, Assistant City Manager

SUBJECT: **Resolution No. 54-R-2025-2026 Approving a Grant Agreement with IEDA for the Well No. 23 Development Project**

BACKGROUND: The City of Storm Lake has been awarded a grant from the Iowa Economic Development Authority under the Iowa Community Development Block Grant program for the Storm Lake Well No. 23 Development Project.

The City has an immediate need to conduct a project to construct a new well to ensure a high quality and sufficient supply of water for its residents.

The City Council is in agreement with the terms provided by the Iowa Economic Development Authority for the Community Development Block Grant for the Storm Lake Well No. 23 Development Project.

FISCAL IMPACT: Grant - \$500,000; Direct Match from City - \$432,350

RECOMMENDATION: Adopt Resolution Approving a Grant Agreement with IEDA for the Well No. 23 Development Project

ATTACHMENTS:

1. Resolution No. 54-R-2025-2026 Approving Grant Agreement With IEDA For Well No. 23 Project
2. IEDA Grant Agreement - 26-OT-001 - For City Approval

RESOLUTION NO. 54-R-2025-2026

**A RESOLUTION APPROVING A GRANT AGREEMENT WITH IEDA
FOR THE WELL NO. 23 DEVELOPMENT PROJECT**

WHEREAS, the City of Storm Lake has been awarded a grant from the Iowa Economic Development Authority under the Iowa Community Development Block Grant program for the Storm Lake Well No. 23 Development Project, and;

WHEREAS, the City has an immediate need to conduct a project to construct a new well to ensure a high quality and sufficient supply of water for its residents, and;

WHEREAS, the City Council is in agreement with the terms provided by the Iowa Economic Development Authority for the Community Development Block Grant for the Storm Lake Well No. 23 Development Project;

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

SECTION 1. The City Council approves the contract with the Iowa Economic Development Authority for project number 26-OT-001 which includes a grant award in the amount of \$500,000.00 for the Storm Lake Well No. 23 Development Project.

SECTION 2. The approval of the IEDA Grant Agreement is contingent upon final review and approval of the agreement by IEDA.

SECTION 3. The Mayor is authorized to sign the contract with the Iowa Economic Development Authority and all other required documents upon final review by IEDA.

PASSED AND APPROVED THIS 2ND DAY OF MARCH 2026.

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

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONTRACT

Recipient:	City of Storm Lake
Contract number:	26-OT-001
Effective date:	March 1, 2026
Award amount:	\$500,000
Direct match:	\$432,350
End date:	February 28, 2029

This Community Development Block Grant contract is made by and between the Iowa Economic Development Authority, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority") and the Recipient effective as of the Effective Date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG funds; and

WHEREAS, the Authority desires to disburse CDBG Funds to the Recipient for eligible purposes primarily benefiting low- and moderate-income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds is to primarily benefit low- and moderate-income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this contract, the following terms shall apply:

1.1 **ACT**. "Act" means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.) and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto.

1.2 **ACTIVITY**. "Activity" means the description of eligible work, services, and other accomplishments to be completed by the Recipient, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997, or otherwise authorized by HUD through subsequent guidance or Federal Register Notices. Activities are line items in the budget and are found in the line items in the Recipient's "Budget Activity" in Attachment B to this contract.

1.3 **ALLOWABLE COSTS**. "Allowable Costs" are those costs which are identified in the "Budget Activity" in Attachment B to this Contract, and consistent with Federal regulations and guidelines applicable to the CDBG-DR program.

1.4 **BUDGET**. "Budget" means the "Budget Activity" as found in Attachment B to this Contract.

1.5 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)**. "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.

and similar documents referred to in the Contract and all other instruments or documents executed by

the Recipient or otherwise required in connection with the Contract.

1.7 **END DATE.** "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Activity agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 10.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.

1.8 **FAIR MARKET VALUE.** "Fair Market Value" means a value based upon the fair market value of the property to be acquired.

1.9 **GRANT.** "Grant" means the award of CDBG funds to the Recipient for Activity.

1.10 **HUD.** "HUD" means the U.S. Department of Housing and Urban Development.

1.11 **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system is used for the administration of the CDBG program. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this contract.

1.12 **LOW- AND MODERATE-INCOME PERSONS.** "Low- and Moderate-Income Persons" means those families and individuals whose income does not exceed 80 percent of the median income of the area involved in an activity funded through this contract, as determined by HUD.

1.13 **PROGRAM.** "Program" means the Community Development Block Grant Program ("CDBG") authorized by Title 1 of the Housing & Community Development Act of 1974, Public Law 93-383, codified at 42 U.S.C. ss 5301-5321 (et seq.), as amended, relevant preceding notices, HUD approved Certifications and the Program Policies and Procedures Manual.

1.14 **PROGRAM INCOME.** "Program Income" means the same as defined in 24 CFR 570.500

1.15 **PROGRAM RULES.** "Program Rules" means the Act, as modified by the Housing and Community Development Act of 1974 and the regulations now or hereafter promulgated thereunder, including, but not limited to 24 CFR Part 570, and the guidance now or hereafter disseminated with respect thereto, any additional HUD Notices or other guidance that may be disseminated, HUD approved Certifications, and the Program Policies and Procedures Manual.

1.16 **RECIPIENT.** "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Activity and agrees to comply with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the applicable HUD approved Certifications, and the Program Policies and Procedures Manual. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92

1.17 **SPECIAL FLOOD HAZARD AREA.** "Special Flood Hazard Area" means an area designated as a special hazard flood area on the most recent National Flood Insurance Program map for such said area.

1.18 **SUBRECIPIENT.** "Subrecipient" means the entity selected by the Recipient to receive Program funds to undertake an activity that complies with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the applicable HUD approved

Certifications, and the Program Policies and Procedures Manual and meets the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92

1.19 **TERM OF AFFORDABILITY. (For Housing Projects Only)** "Term of Affordability" means the period of time during which the housing assisted through an eligible activity funded through this contract is rent-restricted, or the occupants of such housing are income-qualified as set forth in CDBG Management Guide.

ARTICLE 2 **FUNDING**

2.1 **FUNDING SOURCE.** The source of funding for the Grant is a Federal appropriation for the CDBG Program.

2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the Program. Any termination, reduction or delay of Program funds to the Authority shall, at the option of the Authority, result in the termination, reduction, or delay of Program funds to the Recipient.

2.3 **PRIOR COSTS.** If any Recipient has received approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth, shall be reimbursed. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within thirty (30) days prior to the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

2.5 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request Activity funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.

ARTICLE 3 **TERMS OF GRANT**

3.1 **TIME OF PERFORMANCE.** The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion, as cited in the Recipients Application, also included in Attachment B. All the services required hereunder shall be completed on or before the End Date.

3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in Attachment B to this Contract. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.

3.3 **ADMINISTRATION.** This Contract shall be administered in accordance with all applicable State and Federal laws and regulations now in effect and as may be amended from time to time, and including the Program Policies and Procedures Manual and the Iowa Community Development Block

Grant Management Guide as which may be amended or changed from time to time, and which can be accessed on the Authority's website, to the extent applicable to the Program and not in conflict with the Program Rules.

3.4 **LOCAL MATCH REQUIREMENTS.** The Recipient agrees to provide other funds to the Activity as defined as "Sources of local funding" shown in the "Budget Activity" as found on Attachment B to this Contract. Expenditures exceeding the award amount and necessary to complete the statement of work and services shall be paid with local/other funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 9.1 (b), "Reports". The Authority may agree to allow a delay in the contribution of local matching funds. When a delay is allowed, the delay shall be until the specified date or until two-thirds of the grant amount has been drawn down, whichever comes first at which time no further Federal funds may be drawn down until sufficient local cash has been expended to attain the ratio of Federal funds specified for the Activity.

3.5 **RECAPTURE OF GRANT. (For Housing Projects Only)** Provided that compliance is satisfactorily maintained, no repayment of the Grant will be required. If a rental Activity is converted to an alternate (non-residential) use during the Term of Affordability, the Grant shall be repaid as specified by the Authority. If an owner-occupied Activity is sold or transferred during the Term of Affordability, the Grant shall be repaid as specified by the Authority, the Recipient shall insure the Borrower shall pay the unforgiven balance of the Loan or the total of the net proceeds of the sale, whichever is less, and the funds returned to the Authority.

ARTICLE 4 **PERFORMANCE TARGET ACHIEVEMENT**

4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity" as found in Attachment B to this Contract.

4.2 **NATIONAL OBJECTIVE.** All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slum or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Recipient certifies that the activity(ies) carried out under this Agreement, will meet the National Objective described in Attachment B to this Contract.

4.3 **REPAYMENT OF FUNDS IF NO NATIONAL OBJECTIVE IS MET.** The Authority may require the repayment of CDBG funds, including administrative or project delivery funds, if an Activity is not completed and, therefore, does not meet a National Objective.

4.4 **DETERMINATION OF CONTRACT PERFORMANCE.** The Authority has the final authority to assess whether the Recipient has met their performance targets at the End Date and if a National Objective has been met. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity" as found in Attachment B to this Contract. The Authority reserves the right to monitor and measure at any time during and after the Contract term to determine the achievement of the performance targets and ensure compliance with program requirements.

4.5 **AFFORDABILITY REQUIREMENTS. (For Housing Projects Only)** All housing Activities awarded under this contract will comply with the Term of Affordability stipulated in the CDBG Management Guide and enforced by the relevant Security Instrument.

ARTICLE 5 **ADDITIONAL DOCUMENTS**

5.1 **ADDITIONAL DOCUMENTS. (For Housing Projects Only)** The Recipient shall ensure the preparation, execution, and recording, as needed and applicable, of all the following documents

in favor of the Recipient for all contracts with Subrecipients in Recipient's favor, as required by the Authority, in form and substance satisfactory to the Authority:

- (i) Development Agreement that satisfies the requirements of 24 CFR Part 570, including, but not limited to including all the language in 24 CFR 570.503
- (ii) Agreement for Covenants and Restrictions.
- (iii) Mortgage/Lien (as applicable for housing projects)
- (iv) Assignment of Leases and Rents (as applicable for housing projects)
- (v) Uniform Commercial Code (UCC) and Addendum (as applicable for housing projects)

5.2 **FILING. (For Housing Projects Only)** The Recipient shall file and record (as applicable) in the proper and timely manner any and all Security Instruments noted in 5.1 above that are required by the Authority to be filed or recorded, and promptly provide the Authority with date stamped originals of the filed or recorded documents prior to disbursement of funds.

5.3 **OTHER. (For Housing Projects Only)** The Recipient shall obtain and provide to the Authority lien searches, a Title Guaranty Certificate with the endorsements required by the Authority, and the HUD closing (Financing) statement (as applicable).

ARTICLE 6 **USE OF FUNDS**

GENERAL. The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the Recipient's approved "Budget Activity" as found in Attachment B to this Contract.

6.1 **PROGRAM INCOME.** Unless otherwise agreed to in a signed amendment to this Contract, proceeds generated from the use of CDBG funds are considered program income when the total amount of any CDBG program income received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Program income received by the Recipient shall be returned to the Authority.

6.3 **BUDGET REVISIONS.** Budget revisions shall be subject to approval of the Authority through the Contract amendment process. Budget revisions shall be compatible with the terms of this Contract and be of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete all activities. The Authority retains the right to amend this contract to reduce the award amount when necessary to achieve an equitable distribution of funds for all areas of the state.

6.4 **PROHIBITION ON USE OF FUNDS.** No funds provided under this Contract may be used solely for the purchase of equipment or other personal property. Owner acknowledges that Iowa Code section 19.2 prohibits the Authority from expending any moneys appropriated by the general assembly or any other moneys derived from any other source to establish, sustain, support or staff a "diversity, equity, and inclusion office," or to contract, employ, engage, or hire an individual to serve as a "diversity, equity, and inclusion officer," as those terms are defined in Iowa Code section 19.1. Owner agrees and covenants that it will comply with Iowa Code, section 19.2 and will not use any monies received from the Authority under this Contract for any purpose in contravention of section 19.2. In the event Owner is found to knowingly be in violation of this provision, Owner may be required, at the discretion of the Authority, to return all or a portion of the funds received under this Contract, as well as be subject to all other applicable penalties provided by law.

6.5 **USE OF FUNDS FOR MATCH.** The funds provided under this Contract may be used as matching requirement, share or contribution for any other Federal program when used to carry out an eligible CDBG activity as authorized by HUD.

6.6 **ADMINISTRATIVE COST LIMITATIONS.** Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited as specified in Attachment B to this Contract.

6.7 [Reserved]

6.8 **COMPLIANCE WITH PROGRAM RULES.** All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.

6.9 [Reserved]

6.10 **FEDERAL FLOOD RISK MANAGEMENT STANDARD FLOODPLAINS.** No funds under this Activity shall be expended with respect to property located in a Federal Flood Risk Management Standard floodplain or equivalent in FEMA's most recent and current data source unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain accordance with Executive Order 11988 and 24 CFR part 55.

6.11 [Reserved]

6.12 **RECAPTURED FUNDS.** Recaptured funds are funds recaptured by the recipient when a housing unit assisted by CDBG funds does not continue to be the principal residence of the assisted homebuyer (i.e., is sold or transferred) for the full Term of Affordability. Recipient will repay all recaptured funds back to the Authority.

6.13 **COST VARIATION.** Recipient will inform the Authority of total cost variations. In the event that the total Activity is less than the amount specified in the Contract and Attachment B to this Contract, the Authority may reduce the amount of CDBG participation at the same ratio to the total Activity cost reduction. The Authority may require the Recipient to return funds should the amount of disbursed funds exceed the reduced CDBG participation amount.

ARTICLE 7

CONDITIONS PRECEDENT TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

7.1 **CONTRACT EXECUTED.** The Contract shall have been properly executed and, where required, acknowledged.

7.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract for non-exempt activities until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program" and summarized in the Iowa Community Development Block Grant Management Guide, each to the extent applicable to the Program and not in conflict with the Program Rules. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any Programmatic Agreement between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.

7.3 **FINANCIAL COMMITMENTS.** The Recipient shall have submitted a firm written commitment

from each source of funds to the Activity identified in the "Budget Activity" as found in Attachment B attached to this contract. Each commitment shall include the amount, terms, estimated time of contributions, and conditions of the financial commitment, as well as any schedules. These commitments must be in a form and amount acceptable to the Authority.

7.4 **PERMITS AND LICENSES.** The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Activity commencement.

7.5 **EXCESSIVE FORCE POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(1) of the Housing and Community Development Act of 1974, as amended.

7.6 **RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

7.7 **CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.** For each activity included in this grant as identified in the "Budget Activity" found in Attachment B to this Contract, the Recipient shall comply with the corresponding applicable conditions noted in Attachment B to release of funds for that activity.

7.8 **CODE OF CONDUCT.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's code of conduct, consistent with 2 CFR 200.318.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES OF RECIPIENT

8.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract and has full power and authority to perform its obligations under this Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

8.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Activity provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

8.3 **CLAIMS AND PROCEEDINGS.** No litigation, demand, investigation, claim or proceeding against the Recipient or any affiliate of the Recipient or any other litigation or proceeding directly affecting the Activity is pending or, to the best knowledge of the Recipient, threatened, before any court, administrative agency or other Governmental Authority that would, if adversely determined, have a material adverse effect on the Recipient or the construction, use and operation of the Activity. The Recipient and its Activity Team shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient or any affiliate of the Recipient.

8.4 **DEFAULT.** No default by the Recipient or any affiliate thereof having any relationship with the Activity has occurred or is continuing (nor has there occurred any continuing event which, with the giving of notice or the passage of time or both, would constitute such a default in any material respect) under any of the financing documents for the Activity or other documents or instruments governing the

development, use, occupancy and operation of the Activity.

8.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements, or arrangements of any kind which are inconsistent with the Contract.

8.6 **CERTIFICATES, PERMITS AND LICENSES.** All material building, zoning, health, safety, business and other applicable certificates, permits and licenses necessary to permit the construction, use, occupancy and operation of the Activity have been or will, at the time required, be obtained and maintained (other than, prior to completion of construction of the Activity or a specified portion thereof, such as are issuable only upon completion of construction or such specified portion thereof); and the Recipient has not received any notice or has any knowledge of any violation with respect to the Activity of any law, rule, regulation, order or decree of any Governmental Authority having jurisdiction which would have a material adverse effect on the Activity or the construction, use or occupancy thereof, except for violations which have been cured or can be cured within any applicable cure period, and are in the process of being cured, and notices or citations which have been withdrawn or set aside by the issuing agency or by an order of a court of competent jurisdiction.

8.7 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Activity as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date of the Recipient submitted its Application to the Authority.

8.8 **EFFECTIVE DATE.** The covenants, warranties, and representation of this Article are made as of the Effective Date of this contract and shall be deemed to be renewed and restated by the Recipient at the time of each request for reimbursement.

8.9 **DEBARMENT.** The Recipient shall not award a contract to or fund any person or entity or affiliate thereof that has been debarred, suspended, proposed for debarment, or place on ineligibility status by HUD.

8.10 **LOBBYING.** No federal appropriated funds have been paid or will be paid by or on behalf of the Recipient, to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and/or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

8.11 **ANTI-CORRUPTION.** No funds have been paid, by or on behalf of the Recipient, for influencing or attempting to influence an officer or employee of a Member of Congress in connection with a federal contract, grant, loan and/or cooperative agreement benefiting the Recipient. To the best knowledge of the Recipient, the Recipient has complied with all restrictions, certifications and disclosure requirements contained in the Byrd amendment to the fiscal 1990 appropriations measures for the United States Department of the Interior (P.L. 101-121) and with any guidelines and rules issued by any federal entity in connection therewith, if applicable.

8.12 **MONEY LAUNDERING.** The Recipient and all affiliate thereof have not engaged and shall not engage in any act or omission that would violate anti-money-laundering laws, including but not limited to 18 USC § 1956; have complied or will comply with requirements for instituting an anti-money laundering compliance program required under 31 USC § 5318(h) and applicable to all "financial institutions" as defined in 31 USC § 5312(a)(2); and have instituted or will institute policies and procedures and use commercially reasonable due diligence to identify and report Suspicious Transactions to relevant U.S. Government officials. "Suspicious Transactions" that may require reporting include, but are not limited to, (i) individual or related transactions in which a third-party provides payment in U.S. or foreign currency in excess of \$10,000 that may require reporting under 31 USC § 5331 and 26 USC § 6050I; (ii) any transaction where the Recipient or any affiliate thereof knows, suspects, or has reason to know that the transaction (A) is for an illegal purpose, including but not limited to money laundering; (B) is otherwise an

attempt to disguise funds derived from illegal activity or evade reporting requirements under U.S. law; or (C) is suspicious because the transaction appears to serve no business or lawful purpose.

ARTICLE 9

COVENANTS OF THE RECIPIENT

9.1 **AFFIRMATIVE COVENANTS.** Until the Activity has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a). **Activity work and services.** The Recipient shall perform the work and services described in Attachment B by the End Date.

(b). **General reports.** The Recipient shall submit to the Authority any and all financial and performance reports that the Authority deems necessary to comply with the Program Rules, as the same may be amended from time to time. The Recipient acknowledges that HUD may impose additional reporting requirements upon the Authority and/or upon recipients of CDBG Funds and agrees to comply with all such requirements on a timely and complete basis.

(c). **Claims.** The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. Recipient shall submit its first request for payment for an eligible CDBG Activity within 6 months after execution of this Contract. After the Recipient has submitted its first request for payment for an eligible CDBG Activity, the Recipient shall continue to submit requests for payment at least every 90 days for each Activity. CDBG funds will be released on a reimbursement basis.

(d). **Specific reports.** The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority:

Claim/ request for reimbursement	At least every 90 days
Activity status reports	At least every 90 days
Section 3 report, if applicable	Annually
Updates to the Applicant/Recipient Disclosure Report (HUD Disclosure Form 2880)	As needed due to changes
Final claim/ request for reimbursement	Within 30 days prior to End Date
Form 3-D, Final Accomplishments, & Equal Opportunity data	Within 30 days prior to End Date
Audit Report	Within 30 days of receipt
Single Audit Form	Within 30 days of End Date
Other reports as required by rule or requested by the Authority	As needed

(e). **Records.** The Recipient shall maintain all records required by Federal regulations specified in 24 CFR 570.506 that are pertinent to the Activity funded under the Contract. Such records shall include but are not limited to:

(i). Records providing a full description of each Activity undertaken under this Contract.

(ii). Records demonstrating that each program activity undertaken meets a National Objective under the CDBG program.

(iii). Records to determine the eligibility of each Activity.

- (iv). Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance
- (v). Records documenting compliance with
- (vi). Financial records as required by 24 CFR 570.502 and 2 CFR 200
- (vii). Any other records necessary to document compliance with Subpart K of 24 CFR 570.

Recipient will maintain these materials for a minimum of three (3) years beyond the date upon which the Authority's grant with HUD is closed. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

(f). **Access to records.** The Authority reserves the right to inspect and gain access to any and all additional documents which are related to the CDBG Funds in the sole discretion of the Authority.

(g). **Use of grant funds.** The Recipient shall expend funds received under the Contract only for the purposes and activities described in Attachment B of this contract, and as approved by the Authority.

(h). **Documentation of project costs.** The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Activity, (ii) invoices, receipts, statements or vouchers relating to the Activity, (iii) a list of all unpaid bills for labor and materials in connection with the Activity, and (iv) budgets and revisions showing estimated Activity costs and funds required at any given time to complete and pay for the Activity.

(i). **Notice of proceedings.** The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(i). **Notice to Authority required.** The Recipient shall notify the Authority of any material alteration in the Activity, initiation of any investigation or proceeding involving the Activity, or any other similar occurrence.

(k). **Certifications.** The Recipient certifies and assures that the Activity will be conducted and administered in compliance with all applicable Federal and State laws, regulations, and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following, as modified by the waivers and alternative requirements contained in the Program Rules:

- (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, including, but not limited to, OMB Circular A-133 ("Single Audit Act Amendment of 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"), OMB Circular A-87 ("Principles for Determining Cost Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments"), and 2 CFR part 200, subpart E.
- (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.
- (iii) [Reserved]

- (iv) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes: and regulations which implement these laws.
- (v) Fair Housing Act, Public Law 90-284. The Public Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws
- (vi) Department of Housing and Urban Development regulations governing the CDBG program, 24 CFR 570, including all Federal law and regulations described in 24 CFR 570, subpart K.
- (vii) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (PL 101235) and implementing regulation.
- (viii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 -4846), as amended, and implementing regulations
- (ix) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.
- (x) National Environmental Policy Act of 1969 and implementing regulations.
- (xi) Clean Air and Water Acts (for all contracts over \$100,000)
 - Section 306 of the Clean Air Acts (42 USC 1857(h))
 - Section 508 of the Clean Water Acts (33 USC 1368)
 - Executive Order 1178
- (xii) Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) "Recycled Product and Content
- (xiii) Age Discrimination Act of 1975 (42 USC 1601 et seq):
- (xiv) Americans with Disabilities Act (PM 101-336, 42 USC 12101-12213)
- (xv) National Historic Preservation Act of 1966, as amended (16 USC 70) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they

apply to the Activity

(xvi) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential anti displacement and relocation assistance plan; Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

(xvii) Administrative rules adopted by the Authority, 261 Iowa Administrative Code, Chapter 23.

(xviii) Iowa Civil Rights Act of 1965, Chapter 216

(xix) Iowa Code Section ss 19B.7

(xx) Financial and Program Management guidelines issued by the Iowa Economic Development Authority: the Iowa CDBG Management Guide, to the extent applicable to the Program and not in conflict with the Program Rules.

(xxi) Government wide Restrictions on Lobbying Certification (Section 319 of PL 101-121) and implementing regulations.

(xxii) Fair Labor Standards Act and implementing regulations

(xxiii) Hatch Act and implementing regulations

(xxiv) Citizen participation, hearing and access to information requirements found under 104(a) (2) and 104(a)(3) of the Title I of the Housing and Community Development Act of 1974, as amended.

(xxv) Subsection 104(1) of the Title I of the Housing and Community Development Act of 1974, as amended, regarding the use of excessive force.

(xxvi) [Reserved for BABA Projects]

(xxvii) Drug- Free Workplace Act.

(l). **Maintenance of Activity property and insurance.** The Recipient and any subrecipient shall maintain the Activity property in good repair and condition, ordinary wear and tear excepted and shall not suffer or commit waste or damage upon the Activity property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in their industry. This insurance shall be in an amount not less than the full insurable value of the Activity property. In addition, the Recipient shall purchase and maintain liability insurance sufficient to afford coverage for any acts for which the Recipient is required to indemnify the Authority pursuant to this Section 8.1. The subrecipient shall name the Recipient and Authority as a mortgagee and/or an additional loss payee, as appropriate, and the Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

(m). **Activity photos.** At the Authority's request, Recipient will assist the Authority in obtaining photos of the Activity by an approved photographer. If photos are requested, Recipient will coordinate with the approved photographer and provide necessary access to the Activity.

(n). **Subrecipient Contract.** Recipient shall include the provisions of the preceding

paragraphs of Article 9 in every subrecipient, contractor, and subcontractor, unless exempt by the State of Iowa, and said provisions will be binding on each subrecipient, contractor, or subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(o). Compliance with Section 3 Requirements.

- (i) The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701u) ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons including persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and Youthbuild participants, as defined at 24 CFR Part 75 ("Section 3 Regulations").
- (ii) The Parties agree to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Regulations.
- (iii) The Owner agrees to send to each labor organization or representative of workers with which the Owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Owner's commitments under this section of this Contract, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.
- (iv) The Owner agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in Section 3 Regulations. The Owner will not subcontract with any subcontractor where the Owner has notice or knowledge that the subcontractor has been found in violation of the regulations in Section 3 Regulations.
- (v) The Owner will certify that any vacant employment positions, including training positions, that are filled (i) after a contractor is selected but before the contract is executed, and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Owner's obligations under Section 3 Regulations.
- (vi) Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

(p). **Negative covenants.** During the contract term, the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:

- (i) Assignment. Assign its rights and responsibilities under the contract
- (ii) Administration. Discontinue administration activities under the contract

ARTICLE 10

DEFAULT AND REMEDIES

10.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Contract:

(a). **Noncompliance.** A breach by the Recipient of any of its representations, covenants, or warranties contained in this Contract or in the performance of any of its obligations under this Contract, in either event that (a) has or might reasonably be expected to have a material adverse impact on the operation of the Activity, and (b) is not cured within 10 Business Days (in the case of a monetary default) or 20 Business Days (in the case of a non-monetary default) following notice of such breach or default from the Authority to the Recipient, provided, however, that if a non-monetary default cannot reasonably be cured within 20 Business Days and the Recipient commences a cure within 20 Business Days and proceeds in good faith to effect such cure thereafter, the cure period with respect to such breach or default shall be extended for up to an additional 30 Business Days.

(b). **Material misrepresentation.** A representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.

(c). **Failure to meet End Date.** If the Activity, in the sole judgment of the Authority, is not completed on or before the End Date.

(d). **Lack of capacity.** The Recipient demonstrates a lack of capacity to carry out the approved Project in a timely manner, in the sole discretion of the Authority

(e). **Misspending.** If the Recipient expends Grant proceeds for purposes not described in Attachment B, this Contract, or as authorized by the Authority.

(f). **Violation of law.** A violation of any law, regulation or order applicable to the Recipient or the Project that has or might reasonably be expected to have a material adverse impact on the operation of the Project and is not cured within the applicable cure period, if any, provided in such law, regulation, or order; or

(g). **Gross negligence and fraud.** Gross negligence, fraud, willful misconduct, misappropriation of funds, or criminal activity other than a simple misdemeanor by the Recipient or any affiliate of the Recipient providing services to or in connection with the Recipient or the Activity

(h). **Failure to report.** Repeated or prolonged failure to provide any required reports

(i). **Failure to maintain affordability.** The Activity funded with the CDBG funds fails to maintain the Term of Affordability required by the Program Rules

(j). **Insufficient insurance coverage.** If loss, theft, damage or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage.

10.2 **NOTICE OF DEFAULT.** In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

10.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:

- (a). Temporarily suspend making payments of CDBG funds under this Contract pending correction of the deficiency or default by the Recipient.
- (b). Declare the Recipient and/ or its principals not in good standing with the Authority.
- (c). Cease making any further payments of CDBG funds under this contract.
- (d). Terminate this contract.
- (e). Require immediate repayment of up to the full amount of funds disbursed to the Recipient under this contract, plus interest.
- (f). Exercise any other rights and remedies that may be available under law or in equity.

10.4 **FAILURE TO MEET PERFORMANCE TARGETS.** If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate.

ARTICLE 11

INCORPORATED DOCUMENTS

11.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of this Contract and the following documents which are hereby incorporated by reference:

- (a). Attachment A
- (b). Attachment B
- (c). [Reserved]
- (d). [Reserved]
- (e). CDBG Management Guide
- (f). State Program Administrative Rules

11.2 **ORDER OF PRIORITY.** In the event of a conflict between this Contract or any of the documents listed in Section 11.1 above, the following order of priority shall govern:

- (a). Contract
- (b). [Reserved]
- (c). State Program Administrative Rules
- (d). CDBG Management Guide
- (e). Attachment A
- (f). Attachment B
- (g). [Reserved]

ARTICLE 12
ADDITIONAL PROVISIONS

12.1 **NOTICES.** Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be either through IowaGrants or in writing and shall be deemed to have been given (i) two Business Days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one Business Day after being delivered by a nationally recognized overnight delivery service, (iii) on the Day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other parties:

(a). If to the Authority, at Iowa Economic Development Authority, Attn: CDBG Program Manager, 1963 Bell Avenue, Suite 200, Des Moines, Iowa, 50315

(b). If to the Recipient, City of Storm Lake, Attn. Mayor, 620 Erie Street, PO Box 1086, Storm Lake, Iowa, 50588

12.2 **RULES OF CONSTRUCTION.** Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Contract:

(a). Words importing the singular number include the plural number, and words importing the plural number include the singular number.

(b). Words of the masculine gender include correlative words of the feminine gender and vice-versa.

(c). The table of contents and the headings or captions used in this Contract are for convenience of reference and do not constitute a part of this Contract, nor affect its meaning, construction, or effect.

(d). Words importing persons include any individual, corporation, partnership, limited liability company, non-profit corporation, joint venture, association, joint stock company, trust, unincorporated organization, or government or agency or political subdivision thereof;

(e). Any reference in this Contract to a particular "Article," "Section," or other subdivision shall be to such Article, Section, or subdivision of this Contract unless the context shall otherwise require.

(f). Each reference in this Contract to an agreement or contract shall include all amendments, modifications and supplements, to such agreement or contract unless the context shall otherwise require.

(g). When any reference is made in this document or any of the schedules or attachments attached hereto to the Contract, it shall mean this Contract, together with all other schedules and attachments attached hereto, as though one document.

12.3 **BINDING PROVISIONS.** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided hereinto the contrary in this Contract.

12.4 **ASSIGNMENTS.** This contract and any proceeds from the CDBG award may not be assigned, pledged, hypothecated, transferred, mortgaged or otherwise conveyed to any Person or Entity(ies) without obtaining prior consent from the Authority.

12.5 **WAIVERS.** No waiver by the Authority of any Event of Default hereunder shall operate as a waiver of any other Event of Default or of the same Event of Default on any future occasion. No delay on

the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

12.6 **ABSENCE OF RIGHTS IN THIRD PARTIES.** No provision of this Contract shall be construed in any manner so as to create any rights in Persons or Entities that are not a party to this Contract other than the Tax Credit Investor and Lender where it is specifically given rights in this Contract. The provisions of this Contract shall be interpreted solely to define specific duties and responsibilities between the Recipient and the Authority and shall not provide any basis for claims of any other Person or Entity(ies).

12.7 **APPLICABLE LAW.** This Contract shall be interpreted in accordance with the laws of the State, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity in state or federal court, which may be available to the Authority or the State. By signing this Contract, the Recipient waives the right to jury trial in the event of any legal proceedings.

12.8 **ENFORCEMENT EXPENSES.** The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

12.9 **COUNTERPARTS.** This Contract may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto. Any counterpart of this Contract, which has attached to it separate signature pages which together contain the signatures of all the parties hereto or is executed by an attorney in fact on behalf of some or all of the parties, shall for all purposes be deemed a fully executed instrument.

12.10 **SURVIVAL.** All representations, warranties, and indemnifications contained herein shall survive the termination of this Contract.

12.11 **SEPARABILITY OF PROVISIONS; RIGHTS AND REMEDIES; ARBITRATION; CONSISTENCY WITH PROGRAM REQUIREMENTS.**

(a). Each provision of this Contract shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Contract which are valid.

(b). Unless otherwise specifically provided herein, the rights and remedies of any of the parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Each of the parties confirms that damages at law may be an inadequate remedy for breach or threat of breach of any provisions hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threat of breach of any provision hereof, it being the intention by this paragraph to make clear that under this Contract the respective rights and obligations of the parties shall be enforceable in equity as well as at law or otherwise.

(c). The provisions of this Contract are intended to implement CDBG in accordance with Program Requirements and shall be interpreted consistently therewith. In the event of any conflict between the

provisions of this Contract and the Program Requirements, the Program Requirements shall govern, and, to the extent necessary, the inconsistent provisions of this Contract shall be without effect.

12.12 **AMENDMENT.** This Contract may only be amended through written request to and written prior approval from the Authority by a written amendment executed by all parties hereto.

(a). This Contract is this Contract is subject to any change in the Act or any change in any applicable federal, state or local laws, regulations, rules or policies. The Authority may unilaterally modify in writing the Contract at will in order to accommodate any above referenced change and deliver such amendment to this Contract to the Recipient. Failure by the Authority to notify Recipient of such changes does not negate the Recipient's responsibility to comply with changes in the Act and any applicable federal, state or local laws, regulations, rules or policies.

(b). The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision. Activity budget revisions shall be subject to approval of the Authority through the contract amendment process. In no instance shall the Authority be obligated to provide additional CDBG Funds for the Activity if the Recipient finds total costs will exceed those previously identified. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. Budget revisions requested will be approved if the Authority determines that the revisions are necessary to complete the Activity.

12.13 **INDEPENDENT CONTRACTOR/ INDEMNIFICATION.** It is expressly understood and agreed by the parties hereto that the Authority is contracting with the Recipient as an independent contractor, and that Recipient, as such, agrees to hold harmless and to indemnify the State of Iowa, the Authority and its members, members of its Board of Directors, officers, employees, agents, elected and appointed officials, and successors and assigns from and against any and all obligations, losses, costs, damages, deficiencies, demands, expenses and liabilities of any nature or kind including, but not limited to, attorney's fees (including the value of time of the Attorney General's office), litigation and court costs, costs of investigations, costs of settlement, amounts paid in settlement, and amounts paid to discharge judgment against an indemnified party, whether directly or indirectly, fines, arising or resulting from, directly or indirectly, or on account of, (i) the financing, acquisition, construction and/or rehabilitation, sale, management or operation of the Activity; (ii) any noncompliance or failure to perform any covenant related to this Activity (whether or not cured); (iii) any breach of a representation, warranty or covenant herein or in any other document; (iv) any other act or omission (whether or not cured) constituting a failure in compliance, or (v) the enforcement by the Authority, its successors and assigns of the Authority's rights and remedies under this Agreement.

12.14 **CONFLICT OF INTEREST.** The conflict of interest provisions found at 24 CFR 570.611 shall apply in the conduct of the CDBG program. In the procurement of property and services by the Recipient or any Recipient Parties, the conflict of interest provisions in 2 CFR Part 200, as appropriate, shall apply.

12.15 **NON-DISCRIMINATION.** The Recipient shall ensure that no person shall on the grounds of race, color, religions, sex, sexual orientation, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or Activity funded in whole or in part with funds provided under this Contract.

12.16 **INFORMATION REQUESTS.** The Recipient shall promptly provide the Authority any information relating to the Activity as may be reasonably requested by a federal or state agency (including HUD) for purposes of Program Requirements. Communication and details concerning this Contract and any information requests pursuant to the Program Requirements and this Contract shall be directed to the following persons and the contact persons listed with this Section may be changed upon 14 Days written notice to the other party.

Iowa Economic Development Authority
CDBG Team Leader
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

515.348.6217

12.17 **INTEGRATION.** This Contract and the related documents contain the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing this Contract and related documents, which are not contained therein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract and related documents.

12.18 **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the performance of the terms of this Contract and related documents.

12.19. **IOWAGRANTS.GOV.** The Authority reserves the right to require the Recipient to utilize the lowagrants.gov system or a similar system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: STORM LAKE

BY: _____
Mayor
620 East Erie
PO Box 1086
Storm Lake, Iowa 50588

Margaret J. McKeon, Mayor

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY: _____
Deborah Durham, Director

ATTACHMENT A GENERAL CDBG PROVISIONS

1.0 AUDIT REQUIREMENTS.

(a). The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.

(b). As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project Activity completion audit and review in addition to the audit required above.

2.0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR subpart K.

3.0 UNALLOWABLE COSTS. If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the cost questioned and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed, and the Recipient shall repay to the Authority any and all disallowed costs.

4.0 REAL PROPERTY ACQUIRED OR IMPROVED WITH CDBG FUNDS. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay the Authority an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

5.0 TERMINATION.

(a). For cause. The Authority may terminate the Contract in whole or in part whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b). For convenience. The Parties may terminate the Contract in whole or in part when all parties agree that the continuation of the Activity would not produce beneficial results commensurate with the future disbursement of funds.

(c) Due to reduction or termination of CDBG funding. At the discretion of the Authority, the Contract may be terminated in whole or in part if there is a reduction or termination of CDBG funds to the State.

6.0 PROCEDURES UPON TERMINATION.

(a). Notice. The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for termination, and the effective date of the termination. If there is a partial termination due to a reduction in funds, the notice will set forth the change in the funding and the changes in the approved

Budget Activity as described in Attachment B. The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancelable obligations in which the Authority determines were properly incurred prior to notice will be allowable costs.

(b). Rights in products. All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become property of the Authority.

(c). Return of funds. The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring or close out procedures shall be returned to the Authority within thirty (30) days.

7.0 **ENFORCEMENT EXPENSES.** The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts, and agents in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

8.0 **LEAD BASED PAINT.** The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

9.0 **LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of this clause.

10.0 **FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

11.0 **FRAUD AND WASTE.** The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

12.0 **PROHIBITED ACTIVITIES.** In accordance with 24 CFR 570.207(a), the following activities may not be assisted with CDBG funds:

- (a). Buildings or portions thereof used for the general conduct of government, as defined at § 570.3(d). This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in

§ 570.208.

(b). General government expenses. Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance.

(c). Political activities. CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

13.0 ADDITIONAL REQUIREMENTS REGARDING ACTIVITIES. The Recipient:

(a). Shall not use grant funds to promote "gender ideology" as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

(b). Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(c). Certifies it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

(d). Shall not use any grant funds to fund or promote elective abortions, as required by Executive Order (E.O.) 14182, Enforcing the Hyde Amendment.

(e). Must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646)(PRWORA) and any applicable requirements that HUD, the Attorney General or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

(f). May not use funds in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

(g). Must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

(h). May not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation or exercise.

14.0 LIQUIDATED DAMAGES. The Recipient shall include in all contracts and subcontract language that include the provision for contractors to be liable for Liquidated Damages for project delays or labor laws. Recipient shall define a specified period of performance and the defined fiscal penalty of the contracted Work exceeding the established period of performance or for a violation of labor laws.

**ATTACHMENT B
PROJECT DESCRIPTION AND BUDGET**

Recipient: City of Storm Lake

Contract number: 26-OT-001

Contract dates: 3/1/2026-2/28/2029

Project Description:

Construction of a new shallow aquifer well

National Objective: Urgent Need

Project Budget:

Activity	Performance Targets	CDBG Amount	Local Amount	Total
39-Wells-Installation, Improvements	52.0%	\$478,000	\$432,350	\$910,350
181-Administration	N/A	\$22,000		\$22,000
TOTAL		\$500,000	\$432,350	\$932,350

Sources of local funding:

Funding source	Amount
Local-City Cash Reserves	\$432,350
TOTAL	\$432,350

Conditions to Disbursement: Recipient will provide the following documents to the authority prior to the release of CDBG funds:

General:

- Completion of Environmental Review and evidence of a signed Release of Funds letter;
- CDBG compliant consultant/contractor contracts;
- CDBG compliant plans & specifications prior to bids (as applicable);
- Iowa Economic Development Authority-approved Davis-Bacon wage rates (as applicable);
- Locality approval of plans & specifications (for construction projects)

Infrastructure Projects:

- Water / Sewer / Storm:
 - Iowa DNR Approval of project plans & specifications;
 - Iowa DNR Water / Sewer Construction Permit;
 - Iowa DNR Water Quality permit (greater than 1 acre disturbance);

Staff Summary

3/2/2026

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: David Derragon, Assistant City Manager

SUBJECT: **Resolution No. 55-R-2025-2026 Approving a Grant Administration Agreement with Simmering-Cory for the Storm Lake Well No. 23 Development Project**

BACKGROUND: On January 5, 2026, the Council selected Simmering-Cory for grant writing and administration services. Recently, the City was notified that the CDBG Grant in the amount of \$500,000 was awarded. To move forward, we are now entering into the Grant Administration Agreement with Simmering-Cory.

For Phase 1 Grant Preparation services, the proposal required a fee of \$1,500.

For Phase 2 Grant Administration services, the fee will not exceed \$22,000.

FISCAL IMPACT: Amount to not exceed \$23,500

RECOMMENDATION: Adopt Resolution Approving a Grant Administration Agreement with Simmering-Cory for the Storm Lake Well No. 23 Development Project

ATTACHMENTS:

1. Resolution #55-R-2025-2026 Approving Grant Administration Agreement For Well No. 23
2. Storm Lake Well No. 23 Project Grant Administration Agreement - CM 3.2.2026 - For City Signature

RESOLUTION NO. 55-R-2025-2026

**RESOLUTION APPROVING A GRANT ADMINISTRATION
AGREEMENT WITH SIMMERING-CORY FOR THE STORM LAKE WELL NO. 23
DEVELOPMENT PROJECT**

WHEREAS, the City of Storm Lake has been awarded a grant from the Iowa Economic Development Authority under the Iowa Community Development Block Grant program for the Storm Lake Well No. 23 Development Project, and;

WHEREAS, the City has an immediate need to conduct a project to construct a new well to ensure a high quality and sufficient supply of water for its residents, and;

WHEREAS, the City Council has a need to have a professional grant administrator administer the grant per the Iowa Economic Development Authority guidelines;

WHEREAS, the City has previously procured for grant administration services following 2 CFR 200.319 and has selected the firm of Simmering-Cory to assist the City with this grant;

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

SECTION 1. The City Council approves the contract with Simmering-Cory for grant administration services on IEDA project number 26-OT-001 in the amount of \$22,000.00 for the Storm Lake Well No. 23 Development Project.

SECTION 2. Approval of the grant administration agreement is contingent upon IEDA approval of the grant agreement.

SECTION 3. The Mayor is authorized to sign the contract with the Simmering-Cory following approval of IEDA's grant agreement approval.

PASSED AND APPROVED THIS 2ND DAY OF MARCH 2026.

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

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

AGREEMENT FOR GRANT ADMINISTRATIVE SERVICES

ARTICLE I. This AGREEMENT made and entered into this 2ND day of MARCH, 2026, by and between the City of Storm Lake hereinafter called the OWNER, and Local Government Professional Services, Inc., DBA Simmering-Cory, hereinafter called LGPS, WITNESSETH:

WHEREAS, the OWNER intends to construct improvements as part of a project which is identified as follows and outlined in more detail in a CDBG Application that was submitted and approved the Iowa Economic Development Authority (IEDA)

PROJECT TITLE: Well No. 23 Development Project
IEDA PROJECT NO.: 26-OT-001

The above noted project shall hereinafter be referred to as PROJECT in this agreement; and

WHEREAS, the OWNER has agreed with Iowa Economic Development Authority to perform all services outlined in and required by the Iowa Nonentitlement Community Development Block Grant Contract (hereinafter called STATE CONTRACT) and;

WHEREAS, the OWNER is required by IEDA to utilize a certified grant administrator (CGA) for administration of a CDBG award; and,

WHEREAS, LGPS employs certified grant administrators who will administer the CITY's PROJECT and ensure compliance with State and federal regulations; and,

WHEREAS, the OWNER desires to employ LGPS to assist with completion of certain services outlined in the STATE CONTRACT and to perform professional services associated with the implementation, management, and administration of the Community Development Block Grant PROJECT.

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the parties hereto agree as follows:

ARTICLE II. GRANT MANAGEMENT AND ADMINISTRATION.

LGPS agrees to furnish and perform various professional services required for the PROJECT and by the STATE CONTRACT, as follows:

- Day-to-day technical assistance and program management through project completion and close-out.
- Required resolutions for procurement and code of conduct.
- State Contract negotiation and program schedule.
- Preparation and submittal of reports and forms as outlined in the State Contract but not including the audit report. Any audit report required will be the sole responsibility of the CITY.
- Ongoing assistance in establishing and maintaining an overall recordkeeping system.
- Compliance with affirmative action requirements.

- Attendance at all conferences, Council meetings, and State monitoring visits necessary to facilitate the project.
- Assistance with compliance with Fair Housing (any costs related to the publication or distribution of federal notices is outside the cost of the grant administration contract and the responsibility of the City), Equal Opportunity, Excessive Force, RARA, and Citizen Participation regulations.
- Compliance with the Uniform Acquisition and Relocation Act pertaining to easements and land acquisition. Services related to negotiation, appraisal, review appraisal, and legal services are not included and will be procured from other vendors with the cost of such services as the responsibility of the CITY.
- Review of contracts and specs to ensure necessary federal and State regulations are included.
- Requisition of grant funds and requisition of SRF loan funds (if the City is using SRF funding).
- Compliance with Davis-Bacon labor standards requirements and monitoring of weekly contractor payroll forms.
- Compliance with minority participation requirements and contractor clearance.
- Preparation of contract and program amendments as needed.
- We will provide the public notice and hearing announcements for mid-project updates as required by IEDA. Any costs related to the publication of the notice is outside of this grant administration contract and the responsibility of the City.
- We will work with the City and its selected engineer on development of the bid package and compliance with federal bid laws. The cost of any required publications is the responsibility of the City and not a part of this grant administration agreement.
- Any additional administrative function, as may be required or requested by the State.

The OWNER agrees to fulfill and take certain City Council actions required to carry out the work and services outlined by the STATE CONTRACT and necessary for completion of the PROJECT.

ARTICLE III. PROJECT DELIVERY SERVICES.

LGPS agrees to furnish and perform various professional services required for the PROJECT and by the STATE CONTRACT, as follows:

- Compliance with environmental and SHPO requirements. If an Archeological Phase 1 Site Survey or an Iowa Site File Search is required, the City will contract directly for those services at their expense. Costs for these services may be eligible for reimbursement through grant funds.
- Will provide the necessary publications and forms required for Release of Funds. The cost of publications will be an additional expense outside the cost of the contract for grant administration services and paid directly by the City.

ARTICLE IV. COMPENSATION. The OWNER shall compensate LGPS for services outlined under ARTICLE II in the amount of \$22,000.00.

It is further understood and agreed by both parties, that the payment of fees shall be as follows:

- A. Initial Payment – \$2,000.00 at the time of Release of Funds.
- B. Progress Payments – \$2,000.00 every three (3) months after the Release of Funds.
- C. Final Payment – Balance of contract upon project completion.

ARTICLE V. EARLY PROJECT TERMINATION. Should the PROJECT not be completed or terminated prior to completion that would result in the OWNER withdrawing the PROJECT from the CDBG Program or terminating the IEDA Grant Agreement before the project is complete the OWNER agrees that LGPS shall be compensated for services provided even if such compensation is not eligible for reimbursement from IEDA in the following amounts:

- A. Termination prior to any attempt to bid the project and prior to construction shall result in the OWNER paying LGPS for 40% of the total value of this agreement.
- B. Termination after any attempt to bid the project but prior to the start of construction (defined as the acceptance and award of a contract for construction) shall result in the OWNER paying LGPS for 60% of the total value of this agreement.

This article shall also apply to projects that are terminated by IEDA for non-compliance or lack of timely achievements on the part of the OWNER.

This article shall not apply if the reason for grant termination is due to an error or omission on the part of LGPS, in which case there shall be no guaranteed payment due to LGPS.

ARTICLE VI. STATE AND FEDERAL COMPLIANCE LANGUAGE. As a part of this agreement all parties agree to comply with a set of federal and State of Iowa regulations that are specific to the requirements of HUD and IEDA for the successful implementation of this project. These regulations are commonly referred to as the “Federal Contract Language” and are hereby attached and included in this agreement as ADDEDUM I – State of Iowa and Federal Program Language, to the extent that they apply to the services provided under this agreement.

ARTICLE VII. AMENDMENTS. This agreement may be amended by mutual agreement of both parties in the future as needed to update federal language, clarify existing language, or to add or removal services.

ARTICLE VIII. TERMINATION. This agreement may be terminated by either party upon providing a minimum of seven (7) days written notice to the other party. For official communication between the parties written notice shall be provided to the other party at the following addresses”

CITY
City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588

LGPS
Local Government Professional Services
PO Box 244
Storm Lake, Iowa 50588

Notice shall be considered provided upon receipt of the notice by the other party.

ARTICLE IX. LIMITED LIABILITY. The OWNER shall agree that the maximum liability which may be allocated to LGPS shall be equal to the amount of compensation paid to LGPS at the time of the notification of the claim. In no case shall LGPS be liable for damages in excess of the value of this agreement.

City of Storm Lake

By: _____

Date: _____

Attest:

By: _____

Local Government Professional Services, Inc.
DBA: Simmering-Cory

By:  _____

Date: February 22, 2026

ADDENDUM I – STATE OF IOWA AND FEDERAL PROGRAM LANGUAGE

The following references must be included *in its entirety within the contract*:

❖ **Access to Maintenance of Records**

"The Contractor must maintain records, including supporting documentation, for the greater of three years after the date the Recipient is notified that the State CDBG contract has been closed with HUD."

"At any time during normal business hours and as frequently as is deemed necessary, the Contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract"

❖ **Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**

"The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program."

❖ **Certification regarding government-wide restriction on lobbying:**

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- *i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.*
- *ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.*
- *iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and*

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly."

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

❖ **Clean Air and Water Acts: (for all contracts over \$100,000)**

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738 (*Providing administration of the Clean Air & Water Acts*)

Clean Air and Water Acts - required clauses in all contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended.

"During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.

(2) The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) The Contractor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.

(4) The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions."

❖ **Federal Executive Orders 11246 & 11375 (For all contracts over \$10,000)**

"During the performance of this contract, the contractor agrees as follows:



(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the

contractor may request the United States to enter into such litigation to protect the interests of the United States."

❖ **Federal Labor Standards (For all contracts over \$2,000)**

"During the execution of this agreement, the contractor agrees to comply by all Federal, State and local labor standards in effect, including to but not limited to the following regulations:"

- *Davis-Bacon and Related Acts, as amended;*
- *Contract Work Hours and Safety Standard Act, as amended;*
- *Copeland Anti-kickback Act, as amended;*
- *Fair Labor Standards Act, as amended*

(Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

❖ **Build America, Buy America Requirements**

Sample BABA Language for Inclusion into Professional Services Agreements:

"This agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. While professional services are not subject to BABA, the Provider understands that they are responsible for ensuring that, absent a waiver by the Department of Housing and Urban Development, Provider shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall obtain all necessary compliance certificates for work that is within provider's scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

Sample BABA Language for Inclusion into Advertisement for Bids:

"This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure."

Contractor shall include Manufacturer's Certification for BABA requirements for all BABA-covered items to be incorporated into the infrastructure project. Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation.

For any change orders, Contractor shall provide BABA documentation for any new products or materials required by the change. Contractor shall the designate responsible parties for determining the final classifications for all project items. "

(Housing projects of 4 units or less are excluded from this requirement.)

❖ **Section 3 requirements under 12 U.S.C. § 1701u**

- A. *"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
- B. *The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.*
- C. *The Contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
- D. *The Contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.*
- E. *The Contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.*
- F. *The Contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.*
- G. *The Contractor r agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.*
- H. *The Contractor r agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.*
- I. *The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.*
- J. *The Contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and*

if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

- K. *Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. "*

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

- 1. It is at least 51 percent owned and controlled by low- or very low-income persons;*
- 2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or*
- 3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.*

** A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:*

- 1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;*
- 2. The worker is employed by a Section 3 business concern; or*
- 3. The worker is a YouthBuild participant.*

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

❖ **Recycled Materials**

"The Contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

- When appropriate, specifications shall include requirements for the use of recovered materials and products;*
- The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product;"*

❖ **Federal Executive Orders 11063, as amended by Executive Order 12259**

*"The Contractor agrees to comply with the provisions of **Executive Order 11063**, as amended by **Executive Order 12259**, which prohibit discrimination in the sale, leasing, rental, or other disposition of residential property and related facilities financed in whole or in part with federal assistance.*

*The Contractor shall not discriminate against any person on the grounds of **race, color, religion, sex, or national origin** in the sale, rental, or use of housing or residential property built or rehabilitated with assistance provided under this contract.*

The Contractor further agrees to:

- *Include this provision in all subcontracts or agreements related to this federally assisted construction project;*
- *Cooperate with the U.S. Department of Housing and Urban Development (HUD) in any enforcement or compliance reviews;*
- *Maintain and provide records as required to demonstrate compliance with applicable federal requirements.*
- *Failure to comply with this provision shall be considered a material breach of contract and may result in suspension or termination of this Agreement, in addition to other remedies available under law or regulation."*

❖ **Section 109, Housing & Community Development Act of 1974 (42 USC 5309):**

"The Contractor agrees that no person shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development Block Grant (CDBG) funds on the grounds of: Race, color, national origin, sex, or religion. Additionally, as required by amendments to the Act and related statutes and regulations, the Contractor further agrees not to discriminate on the basis of disability.

Accordingly, the Contractor shall:

- *Take all necessary and reasonable steps to ensure non-discrimination in employment, service delivery, housing, and access to facilities;*
- *Include this clause in all subcontracts or agreements funded in whole or in part with CDBG funds;*
- *Cooperate fully with any compliance or enforcement reviews conducted by the U.S. Department of Housing and Urban Development (HUD) or its designee;*
- *Maintain and furnish records as necessary to demonstrate compliance;"*

❖ **Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC ss 200d):**

"The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. § 2000d et seq.) and all applicable regulations issued pursuant thereto, including those found at 24 CFR Part 1. Under Title VI, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. *Not discriminate against any person in employment, contracting, housing, or service delivery on the basis of race, color, or national origin.*
2. *Include this clause in every subcontract or purchase order involving the use of federal funds.*
3. *Maintain and provide access to records sufficient to demonstrate compliance with Title VI upon request of the funding agency or the U.S. Department of Housing and Urban Development (HUD).*

4. *Cooperate fully in any compliance review or complaint investigation undertaken pursuant to Title VI.*

❖ **Title VIII of the Civil Rights Act of 1968 (aka 'Fair Housing Act'):**

"The Contractor shall comply with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601–3619), which prohibits discrimination in housing and housing-related transactions on the basis of: Race, color, religion, sex (including sexual orientation and gender identity), disability, familial status, or national origin.

Accordingly, the Contractor agrees to:

1. *Not discriminate in the sale, rental, lease, financing, design, construction, marketing, or provision of services related to any housing or residential facilities constructed or assisted under this contract.*
2. *Display the Equal Housing Opportunity logo and statement on all housing advertisements and marketing materials associated with the project.*
3. *Include this provision in all subcontracts related to residential construction, rehabilitation, leasing, or sale of housing units funded in whole or in part with federal funds.*
4. *Cooperate fully with any investigation, compliance review, or enforcement action conducted by the U.S. Department of Housing and Urban Development (HUD) or other designated entity."*

❖ **Section 504 of the Rehabilitation Act of 1973 (PL 93-112, 29 USC 794):**

"The Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by HUD regulations at 24 CFR Part 8, which prohibit discrimination on the basis of disability in any program or activity receiving federal financial assistance.

Accordingly, the Contractor shall:

1. *Not discriminate against any qualified individual with a disability in the provision of services, employment, housing, or access to facilities under this Contract.*
2. *Ensure that all new construction and alterations funded in whole or in part with federal assistance are designed and constructed to be readily accessible to and usable by individuals with disabilities, as required by applicable accessibility standards (e.g., UFAS or ADA Standards, as applicable).*
3. *Take appropriate steps to ensure that communications with applicants, beneficiaries, and members of the public with disabilities are as effective as communications with others.*
4. *Make reasonable accommodations in policies, practices, and procedures when necessary to avoid discrimination, unless such accommodations would impose an undue financial or administrative burden.*
5. *Include this provision in all applicable subcontracts and agreements."*

❖ **Age Discrimination Act of 1975 (42 USC 1601 et seq):**

"The Contractor agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and the implementing regulations at 45 CFR Part 90, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.



Accordingly, the Contractor shall:

1. *Ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this contract or related activities on the basis of age.*
2. *Not use age as a basis for employment decisions, service delivery, or participation in housing or construction-related benefits funded by this contract.*
3. *Include this clause in all subcontracts or agreements involving federal funds under this project.*
4. *Cooperate fully with any compliance review or investigation conducted pursuant to this Act.*
5. *Maintain and provide records as required to demonstrate compliance with the Age Discrimination Act."*

❖ **Americans with Disabilities Act (PM 101-336, 42 USC 12101-12213):**

"The Contractor agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (PL 101-336, codified at 42 U.S.C. §§ 12101–12213) and all applicable implementing regulations.

Under the ADA, no qualified individual with a disability shall, on the basis of disability, be:

- *Excluded from participation in,*
- *Denied the benefits of, or*
- *Subjected to discrimination in*

any program, service, or activity funded in whole or in part under this Contract.

Accordingly, the Contractor shall:

1. *Ensure that all employment practices, public facilities, housing, services, and communications related to this project are accessible and non-discriminatory toward individuals with disabilities.*
2. *Design and construct facilities to meet or exceed applicable accessibility standards, such as the 2010 ADA Standards for Accessible Design or UFAS, where applicable.*
3. *Make reasonable modifications to policies, practices, and procedures to accommodate individuals with disabilities, unless doing so would result in an undue burden or fundamental alteration.*
4. *Provide effective communication methods, including auxiliary aids and services, when necessary for equal access.*
5. *Include this clause in all subcontracts and agreements funded in whole or in part by CDBG or other federal funds."*

❖ **Lead-Based Paint Compliance (24 CFR Part 35 – Lead Safe Housing Rule)**

Applies to pre-1978 residential structures receiving CDBG or other HUD funding

Types of projects:

- *Rehabilitation*
- *Acquisition*
- *Leasing*



- Supportive housing
- Tenant-based rental assistance

"The Contractor shall comply with the Lead Safe Housing Rule (24 CFR Part 35), which implements the requirements of the Lead-Based Paint Poisoning Prevention Act and applies to housing constructed prior to 1978 that is receiving federal financial assistance under this Contract.

Accordingly, the Contractor agrees to:

1. ***Identify and evaluate lead-based paint hazards*** in housing units constructed before 1978, using required methods such as visual assessments, paint testing, or risk assessments, as applicable based on project scope and funding level;
2. ***Control or eliminate lead-based paint hazards*** through interim controls or abatement in accordance with Subparts J (Rehabilitation), K (Acquisition), or M (Tenant-Based Rental Assistance) of 24 CFR Part 35;
3. ***Ensure that all work involving lead-based paint is performed by properly certified and trained workers, supervisors, and inspectors in accordance with EPA's Renovation, Repair and Painting (RRP) Rule and HUD guidelines;***
4. ***Provide residents with proper notices and disclosures about the presence and hazards of lead-based paint as required under Subpart B of 24 CFR Part 35;***
5. ***Follow clearance procedures after hazard control work, including proper testing by certified risk assessors or clearance technicians;***
6. ***Keep and submit records and reports demonstrating full compliance with the Lead Safe Housing Rule and make such records available to HUD or the funding agency upon request.***

The Contractor shall include this clause in all subcontracts involving residential rehabilitation, acquisition, or construction of pre-1978 housing units."

❖ **Iowa Civil Rights Act of 1965, Chapter 216**

"The Contractor agrees to comply with the provisions of the Iowa Civil Rights Act of 1965 (Iowa Code Chapter 216), which prohibits discrimination in employment, housing, public accommodations, education, and credit based on:

Race, creed, color, sex, sexual orientation, gender identity, religion, national origin, disability, or age (where applicable), and familial status (in housing).

Accordingly, the Contractor shall:

1. ***Not discriminate in hiring, promotion, layoff, termination, or other employment practices;***
2. ***Provide equal access to housing, services, and facilities without regard to protected characteristics;***
3. ***Make reasonable accommodations for persons with disabilities;***
4. ***Include this clause in all applicable subcontracts and agreements under this contract;***
5. ***Cooperate with any investigation or compliance review conducted by the Iowa Civil Rights Commission (ICRC) or other designated authority."***

❖ **Iowa Code Section ss 19B.7**

The Contractor agrees to comply with Iowa Code Section 19B.7, which requires that all state and local government agencies and their contractors and subcontractors prevent and eliminate discrimination in employment and public contracting.

Accordingly, the Contractor shall:

- 1. Not discriminate against any employee or applicant for employment or any business or individual in the awarding of subcontracts, on the basis of: Race, Color, National origin, Sex, Gender identity, Sexual orientation, Religion, Age, Disability, Creed*
- 2. Include this nondiscrimination provision in all subcontracts and procurement agreements;*
- 3. Make good faith efforts to encourage the participation of minority-owned and women-owned business enterprises (M/WBEs) in all aspects of the project, including contracting and subcontracting;*
- 4. Provide documentation of such efforts upon request by the local jurisdiction, the Iowa Department of Administrative Services, or other authorized entity.*

❖ **Sales and Use Taxes (for municipalities only)**

"Owner is exempt from Iowa state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid."

The undersigned acknowledges that these requirements are party to the contract / subcontract and the Contractor/Subcontractor agrees to adoption of all requirements upon execution of the agreement:



Contractor Signature



Contractor Printed Name



Date



Title

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Staff Summary

3/2/2026

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: Tyler Gibbins, Finance Director

SUBJECT: **Motion to Approve a Service Agreement with Piper Sandler & Co. for the Water Treatment Plant Project**

BACKGROUND: The City of Storm Lake is receiving professional advice with respect to the Water Treatment Plant project, including new wells, made up of shallow and Dakota aquifer, currently contemplated to be wells 23-29. The Water Treatment Plant project is intended to be funded out of a combination of cash on hand, grants, federal WIFIA funding, and State SRF funding.

The Financial Advisor being used by the City is Tim Oswald from Piper Sandler & Co. Mr. Oswald has been the City of Storm Lake's Financial Advisor for several years and has maintained a great relationship with the City. The scope of services provided by Piper Sandler & Co include:

1. Model Water utility income and expenses periodically and update cash flow with Client input, including suggested revenue increases (rate changes)
2. Model future GO bond for debt limit and tax rate implications with respect to funding the Plant Project
3. If a portion of any financing considered includes an advance refunding, subscribe for SLGS or acquire U.S. Treasury securities as agent for and on behalf of the Client
4. If requested by the Client, develop a Plan of Finance for the Project
5. As requested by the Client, provide alternative debt retirement schedules including estimates of interest cost savings associated with the refinancing
6. Comment on the value and recommend as to the use of credit

- ratings; coordinate the process securing credit rating
7. Propose bond terms for the securities being sold
 8. Develop a timeline with respect to the issuance of proposed securities
 9. Prepare and submit post-sale analysis to Client, including but not limited to preparation of final debt maturities, cost of issuance summaries, pricing and debt service schedules, issue price and re-offering verification, bond yield verifications, weighted average maturity, and refunded bond statistics (WAM, savings, etc.).
 10. Coordinate the closing of the transaction
 11. Attend meetings of the Client's governing body, as requested

FISCAL IMPACT:

- The fees for Mr. Oswald's services are \$100,000 of which 50% is due the end of calendar year 2027 and the remaining 50% are due the end of calendar year 2028.
- Upon issuance of securities, a 1% per-issuance fee on the gross proceeds.
- \$1,500 per scenario fee for proposed changes outside updating the existing plan.

RECOMMENDATION: Approve a Service Agreement with Piper Sandler & Co for the Water Treatment Plan Project.

ATTACHMENTS:

1. [Municipal Advisory Service Agreement](#)

MUNICIPAL ADVISORY SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on _____, 20__ by and between City of Storm Lake, Iowa (the Client) and Piper Sandler & Co. (Piper). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your Municipal Advisor, effective on the date this Agreement is executed (the Effective Date).

I. **Scope of Services.**

- A. **Services to be provided.** Piper is engaged by the Client to provide services with respect to Water Treatment Plant Reconstruction including new wells, made up of shallow and Dakota aquifer, currently contemplated to be wells 23-29, as outlined on the Water Ad Hoc Committee CIP (the "Plant Project"). It is understood that no public debt securities are intended to be issued; that the Plant Project is intended to be funded out of a combination of cash on hand, grants, federal WIFIA funding and State SRF funding. The Funding of the Plant Project contemplates the Project herein.
- B. **Scope of Services.** The Scope of Municipal Advisory Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:
1. Model Water utility income and expenses periodically and update cash flow with Client input, including suggested revenue increases (rate changes)
 2. Model future GO bond for debt limit and tax rate implications with respect to funding the Plant Project
 3. If a portion of any financing considered includes an advance refunding, subscribe for SLGS or acquire U.S. Treasury securities as agent for and on behalf of the Client
 4. If requested by the Client, develop a Plan of Finance for the Project
 5. As requested by the Client, provide alternative debt retirement schedules including estimates of interest cost savings associated with the refinancing
 6. Comment on the value and recommend as to the use of credit ratings; coordinate the process securing credit rating
 7. Propose bond terms for the securities being sold
 8. Develop a timeline with respect to the issuance of proposed securities
 9. Prepare and submit post-sale analysis to Client, including but not limited to preparation of final debt maturities, cost of issuance summaries, pricing and debt service schedules, issue price and re-offering verification, bond yield verifications, weighted average maturity, and refunded bond statistics (WAM, savings, etc.).
 10. Coordinate the closing of the transaction
 11. Attend meetings of the Client's governing body, as requested

Investment Bidding Agent Services

12. Client may direct Piper to assist Client as Investment Bidding Agent pursuant to a separate written agreement in form as presented in Appendix B herein.

II. **Limitations on Scope of Services.** In order to clarify the extent of our relationship, Piper is required under MSRB Rule G-421 to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and Piper.

The Scope of Services does not include evaluating advice or recommendations received by you from third parties.

To the extent that we provided the Client and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are made using software licensed to the Piper by a third-party vendor, DBC, and are provided for informational purposes only. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

¹ See MSRB Rule G-42(c)(v).

The Scope of Services does not include tax, legal, accounting or engineering advice, or review of any third-party feasibility study, with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

III. **Amending Scope of Services.** The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. **Compensation.** Compensation is contingent on size of bond issue or nominal value of product and contingent on closing. The fee will be calculated (a) project finance fee of \$100,000 (paid 50% by the end of calendar year 2027 and 50% by the end of calendar year 2028); plus (b) a per-issuance fee of as 1% of the gross proceeds of securities issued, plus (c) a fee for updated numbers or scenarios of \$1,500 per scenario (other than no per-scenario fee is charged for updating the existing plan of finance scenario for change in property valuation or change in interest rates). An adjustment in the fee might be necessary in the event that (i) the gross proceeds amount of securities actually issued differs significantly from the amount stated at the time of entering into this Agreement; (ii) material changes in structure or schedule of the financing occur; or (iii) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. Compensation is payable in immediately available funds at closing.

V. **IRMA Matters.** If the Client has designated Piper as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper and Client agrees not to represent, publicly or to any specific person, that Piper is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper's prior written consent.

VI. **Piper's Regulatory Duties When Servicing the Client.** MSRB Rule G-42 requires that Piper undertake certain inquiries or investigations of and relating to the Client in order for Piper to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper undertakes a determination of suitability of any recommendation made by Piper to the Client, if any or by others that Piper reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper in carrying out these duties to inquire or investigate, including providing to Piper accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper provide advice with regard to any recommendation made by a third party, the Client will provide to Piper written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. **Expenses.** Piper will be responsible for all of Piper's out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper for their expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

VIII. **Delegation of Duties.** Piper shall not delegate its duties hereunder or otherwise assign or

dispose of this Agreement or any of its contents, or of its right or interest therein to any other entity without the prior written consent from Client.

IX. **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, shall terminate upon completion of the Project.

So long as Piper is performing pursuant to this Agreement, the Client may not terminate this Agreement during its term. In the event of non-performance by Piper, the Client shall first give written notice to Piper of the specific event of non-performance and shall allow Piper 30-days to remedy the specific item of non-performance, prior to termination. If Piper fails to remedy the specific item of non-performance within the prescribed 30-day period of time, the Client may immediately terminate this Agreement by providing payment to Piper for all Reasonable Fees. Piper may terminate this Agreement at any time, however, in the event of termination, only the sum of the Reasonable Fees earned, whether previously billed to the Client or not (if not previously paid) shall be due and payable. Reasonable Fees shall mean: With respect to each Issue, the gross fee for that component of bonds multiplied by the ratio that is the total amount of time, in months, that have passed since the execution of this Agreement divided by the total amount of time, in months, necessary to financial closing of the component of the Issue. By way of example, if the Agreement is executed on January 1, 2026, and the expected completion of one component of Bonds is September 1, 2026 (that being 8 months), and the Agreement is terminated on July 1, 2026 (6 months after execution), then the ratio shall be gross fee multiplied by (6/8). The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

X. **Independent Contractor.** Piper is an independent contractor and nothing herein contained shall constitute or designate Piper or any of its employees or agents as employees or agents of the Client.

XI. **Entire Agreement/Amendments.** This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Piper and Client.

XII. **Required Disclosures.** MSRB Rule G-42 requires that Piper provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper's Disclosure Statement attached as Appendix A to this Agreement.

XIII. **Limitation of Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper or any of its associated persons, Piper and its associated persons shall have no liability to the Client for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper to the Client. No recourse shall be had against Piper for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIV. **Confidentiality; Disclosure of Information.** All information, files, records, memoranda, and other data of Client, which Client provides to Piper, marked as "confidential" in writing, along with a description of the legal basis pursuant to which such information, files, records, memoranda, and other data of Client is not otherwise subject to applicable open records laws ("Client Information"), shall be deemed by the parties to be the property of Client.

In the event Piper is required by law to disclose any Client Information (including by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) that is prohibited or otherwise constrained by this Agreement, it will, to the extent practicable, provide the Client (only in the event that it is not prohibited from doing so by court or regulatory order or otherwise) with prompt notice so that the Client may seek a protective order or other appropriate remedy. Such disclosure is specifically authorized by this

Agreement, but Piper will furnish only that portion of the Client Information that is legally required.

Client Information shall not include any information that: (a) was in Piper's (including any representative or agent thereof) possession prior to receipt thereof from the Client (including all or any part of the information that is substantially related or similar to any product or program which Piper's (including any representative or agent thereof) have designed, developed, structured, offered or sold on or prior to the date of this Agreement); (b) is or hereafter becomes, through no act or failure to act on the part of Piper, part of the public or is otherwise available to the public or can be readily derived, in whole or in part, from information which is or becomes part of the public domain or is otherwise available to the public; (c) is provided by a third party not known by Piper to be under any obligation of confidentiality to the Client (d) is independently developed by Piper without recourse to the Confidential Information (e) was disclosed pursuant to Client's consent (f) is required to be disclosed pursuant to MSRB Rule G-47 or (g) is information included in a preliminary or final official statement which is compliant with SEC Rule 15c2-12.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be deemed to (a) restrict or affect the rights or ability of Piper to comply with all applicable disclosure laws, regulations and principles in connection with the offering and sale of securities by Client, (b) prevent Piper from retaining documents or other information in connection with the offering of securities by Client, including any document or other information disclosed to Client, or (c) restrict or affect the rights or ability of Piper to use any such documents or other information in investigating or defending itself against allegations or claims made or threatened by purchasers, regulatory authorities or others in connection with such an offering or sale of securities.

XV. **Notices.** Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Storm Lake, Iowa
620 Erie Street
Storm Lake, IA 50588
Tyler Gibbins, Finance Director

Or to Piper at:

Tim Oswald, Managing Director
Public Finance Department
Piper Sandler & Co.
3900 Ingersoll Ave. Suite 110
Des Moines, IA 50312

With a copy to:

Piper Sandler & Co.
Legal Department
800 Nicollet Mall, Suite 900
Minneapolis, MN 55402

XVI. **Consent to Jurisdiction; Service of Process.** The parties each hereby (a) submits to the jurisdiction of any Federal court sitting in Des Moines, Iowa for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in Federal court sitting in Des Moines, Iowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVII. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the state of Iowa.

XVIII. **Counterparts; Severability.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction

shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. ***Waiver of Jury Trial.*** THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. ***No Third-Party Beneficiary.*** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXI. ***Authority.*** The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper's performance of its activities under this Agreement:

Tyler Gibbins, Finance Director

The following individuals at Piper have the authority to direct Piper's performance of its activities under this Agreement:

Tim Oswald, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Piper Sandler & Co.

Tim Oswald
Managing Director
_____, 2026

ACCEPTED AND AGREED:

City of Storm Lake, Iowa

Title
Date

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) ***Disclosures of Conflicts of Interest.*** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

The fees due under the Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and Piper Sandler of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Piper Sandler. This form of compensation presents the appearance of a conflict or a potential conflict of interest because, if the transaction requires more work than originally contemplated, Piper Sandler may suffer a loss. Thus, Piper Sandler may have an incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. In addition, contingent-based compensation, i.e. based upon the successful delivery of the Issue while customary in the municipal securities market, may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client. This conflict of interest is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) ***Disclosures of Information Regarding Legal Events and Disciplinary History.*** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.



3900 INGERSOLL AVE., SUITE 110
DES MOINES, IA 50312
515/247-2340
Piper Sandler & Co
Since 1895. Member SIPC and NYSE

DATE: FROM:
TO: RE: Bidding Agent Services for Investment of Bond Proceeds

City of Storm Lake, Iowa
\$ _____,000 { _____ } Bonds (the “Bonds”)

The City of Storm Lake, Iowa (the “Client”) wishes to purchase (a) bank-issued certificate of deposit (singular or multiple tied to the investment schedule attached), (b) a money market fund deposit and/or (c) a ladder of U.S. Treasuries/Agencies (or a combination of (a) – (c)) (the “Investments”) for the investment of bond proceeds related to the Bonds. The Client authorizes Piper Sandler & Co. (the “Bidding Agent”) to proceed with a bid process (the “Bid”) to assist the Client in acquiring bids for the investment of bond proceeds. The Client, by signing and returning this letter, understands the following with respect to the Bid process.

- A. The Client has the corporate power and is duly authorized to enter into Investments.
- B. The Investments are permissible investments under Client’s investment policies and state and local law and are permitted under any relevant bond documents.
- C. The Bidding Agent will prepare a draft of the bid specifications (the “Bid Specifications”) for the Bid. The Client agrees to approve the Bid Specifications and provide the Bidding Agent information of any material changes required to be disclosed to the potential providers prior to the Bid.
- D. The Bidding Agent will prepare a list of potential providers for the Client’s review and approval. Client will direct Bidding Agent as to additions or deletions from the list submitted by Bidding Agent.
- E. The Bidding Agent will distribute the Bid Specifications and any related materials it deems necessary to the potential providers.
- F. The Bidding Agent will receive the bids from the potential providers at the time prescribed in the Bid Specifications.
- G. The Bidding Agent will distribute the results of the bid to the Client after the bids are received. The Client understands that time is of the essence in awarding the bid and agrees to be available to promptly evaluate the bids after their receipt, and award or reject the bids immediately thereafter.
- H. The Bidding Agent will assist the Client with the evaluation of the bids and the award to the winning provider (the “Provider”). At any time prior to the verbal or written award to the Provider, the Client has no obligation to accept the bids and or proceed with the Investments and retains the right to reject all bids or cancel the bid process.
- I. To the extent that a written agreement is prepared for the Investments (the “Agreement”), the Bidding Agent will assist the Client with the negotiation of the Agreement.
- J. As consideration for providing the services pursuant to this engagement, a fee of \$_____ will be paid to the Bidding Agent. The fees shall be due and payable upon the settlement of the Investment, or if the bid process is canceled or bids rejected, upon the final determination by the Client not to proceed with the Investments. If there are multiple bidding processes, the Bidding Agent shall inform the Client of the fees upon each successive bidding process. The Bidding Agent makes no representation regarding inclusion or exclusion of any fee amount in the calculation of yield on the Investment, the determination of fair market value of the Investments, or any tax treatment of or tax implications of the fee, the Investment or the Bonds.
- K. The Bidding Agent makes no guarantee, whether direct or implied, of the timely payment of interest or principal on the Investment or the credit quality of the Provider.
- L. The Client acknowledges that the Bidding Agent is a securities firm engaged in securities trading and brokerage activities and providing investment banking and financial advisory services.

M. The Client acknowledges that the Bidding Agent is not an advisor as to legal, tax, accounting or regulatory matters in any jurisdiction. The Client should consult with its own advisors concerning such matters and is responsible for making its own independent investigation and appraisal of the transactions contemplated by this agreement, and the Bidding Agent has no responsibility or liability to the Client with respect such matters.

Please indicate your understanding and acknowledgement by signing and returning this letter to the Bidding Agent.

Agreed and accepted this _____ day of _____, 20__

Signature: _____

Name: _____

Title _____

Staff Summary

3/2/2026

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: Tyler Gibbins, Finance Director

SUBJECT: **Public Hearing for Fiscal Year 2027-2031 Capital Improvement Plan**

BACKGROUND: Public Hearing to hear comments on the Capital Improvement Plan for fiscal years 2027-2031.

FISCAL IMPACT: None

RECOMMENDATION: Open the Public Hearing
Hear Comments
Close the Public Hearing

ATTACHMENTS:

1. FY2027 Proposed CIP

2027 through 2031
Project by Department
Storm Lake, IA
Projects By Department

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
Administration								
City Hall Updates	ADMN-17-01	3	20,000	20,000	20,000	20,000	20,000	100,000
Copier	ADMN-23-04	1		14,000				14,000
Administration Total			20,000	34,000	20,000	20,000	20,000	114,000
Airport								
Apron Expansion	AIR-26-01	1	1,459,450					1,459,450
Automated Gate System	AIR-26-03	1		50,000				50,000
AWOS Replacement	AIR-29-01	1			45,000	305,000		350,000
Fuel Tank Replacment	AIR-25-01	1	98,000	542,000				640,000
PAPIs & REILs Replacement	AIR-27-01	1		58,500	341,500			400,000
Runway End 35 Turnaround Loop & Taxiway	AIR-25-02	1				178,500	1,421,500	1,600,000
Airport Total			1,557,450	650,500	386,500	483,500	1,421,500	4,499,450
Building/Code Enforcement								
Vehicle Replacement	CODE-20-01	2		45,000				45,000
Building/Code Enforcement Total			0	45,000	0	0	0	45,000
Campground								
14 Site Renovation	CG-27-01	2		25,000				25,000
Additional Long Term Parking Lot	CG-22-03	4				250,000		250,000
Campground Mower	CG-28-01	1	12,500					12,500
Campground Office Renovation	CG-25-03	3				50,000		50,000
Middle Campground Renovation	CG-27-02	2			25,000			25,000
Seal Coat	CG-25-02	2		30,000				30,000
Utility Vehicle- Workhorse	CG-29-01				10,000			10,000
Campground Total			12,500	55,000	35,000	300,000	0	402,500
Economic/Community Development								
Downtown Revit Design	ED-23-03	1					100,000	100,000
Lake Ave Blade Signs	ED-25-10	2	60,000					60,000
Lake Ave Sidewalk & Streetscape	ED-25-07	3			560,000	2,554,000		3,114,000
Nature Area Commercial Development Urban Renewal	ED-24-04	1			450,000	480,000	2,000,000	2,930,000
Project Set-A-Side	ED-23-01	1	50,000	50,000	50,000	50,000	50,000	250,000
Economic/Community Development Total			110,000	50,000	1,060,000	3,084,000	2,150,000	6,454,000
Fire Department								
Command Vehicle Replacement	FIRE-28-01	2		90,000				90,000
Fire Station Expansion/Remodel	FIRE-23-05	1			115,000	1,971,756	1,971,757	4,058,513
Office Tables & Chairs	FIRE-27-02	1		12,000				12,000
Wildland/Extrication Gear	FIRE-28-02	1		15,000	15,000	15,000		45,000
Fire Department Total			0	117,000	130,000	1,986,756	1,971,757	4,205,513
Golf Course								
3 Point Aerator	GOLF-28-01	4		35,000				35,000
Fairway Mower	GOLF-22-02	2					60,000	60,000
Golf Course Roof Repairs	GOLF-28-04	2		76,000				76,000
Mini Golf Course Renovations	GOLF-29-03	1			200,000	200,000		400,000
Pro Core 648 Aerifier	GOLF-20-02	2			30,000			30,000
Replacement of Club Cars	GOLF-24-05	2	20,000					20,000
Shop Insulation	GOLF-29-01	4	30,000					30,000

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
Topdresser Unit	GOLF-30-01	4		30,000				30,000
Toro Mower	GOLF-22-03	1			50,000			50,000
Toro Verticut Reels	GOLF-28-02	1		15,000				15,000
Utility Vehicle	GOLF-23-03	2				30,000		30,000
Weed Sprayer	GOLF-23-02	1				18,000		18,000
Golf Course Total			50,000	156,000	280,000	248,000	60,000	794,000

King's Pointe

Guest Room Refresh	KP-27-04	4	40,000	40,000	40,000	40,000	40,000	200,000
Ice Machine Replacements	KP-27-02	2	12,000					12,000
Lobby Structural Repairs	KP-26-02	1	250,000	2,100,000				2,350,000
Packaged Terminal Air Conditioner	KP-27-01	1	25,000	25,000	25,000	25,000	25,000	125,000
Resort Exterior Painting	KP-28-01	4		175,000				175,000
Resort Signage Replacement	KP-27-05	5	25,000					25,000
Wall Divider	KP-28-02	4		70,000				70,000
Water Heater Replacement	KP-27-03	1	180,000					180,000
King's Pointe Total			532,000	2,410,000	65,000	65,000	65,000	3,137,000

Library

Library Doors and Window Replacements	LIB-29-01	1			30,000			30,000
Library Restroom Updates	LIB-28-01	1		20,000				20,000
Library Updates	LIB-27-03	1	20,000					20,000
Shelving Replacement	LIB-27-02	1	15,000					15,000
Library Total			35,000	20,000	30,000	0	0	85,000

Parks Department

Awaysis Park Lighthouse Paint/Stain	PARKS-24-14	1		55,000				55,000
Bobcat Toolcat	PARKS-29-03	4	65,000		75,000			140,000
C63 Highway Sidewalk	PARKS-27-03	2				18,000	950,000	968,000
Chautauqua Park Electrical Upgrades	PARKS-30-03	4	50,000	30,000				80,000
Dock Replacement/New	PARKS-17-04					30,000	30,000	60,000
Emerald Park Tennis Court Lights	PARKS-24-09	4		100,000				100,000
Frank Starr Park Shelter House	PARKS-27-02	2				250,000		250,000
Frank Starr Shelter Replacement	PARKS-30-02	5					350,000	350,000
Nature Area- Concessions/RR Facilities	PARKS-25-11	2				885,000		885,000
Nature Area- Natural Play Area	PARKS-25-07	2			235,000			235,000
Nature Area- Parking Lot & Access Roads	PARKS-25-04	2	288,000	1,600,000				1,888,000
Nature Area- Pickleball Courts	PARKS-25-09	2				330,000		330,000
Nature Area- Shelter/Restroom Building	PARKS-25-06	2		814,200				814,200
Nature Area- Soccer Complex	PARKS-25-08	2				1,416,000		1,416,000
Nature Area- Tennis Courts	PARKS-25-10	2				375,000		375,000
Nature Area- Trails	PARKS-25-05	2		420,000				420,000
Parks Shop Addition	PARKS-27-01	4				200,000		200,000
Prichard Park Development	PARKS-26-02	1	100,000					100,000
Recreation/Trail Set-Aside	PARKS-23-01	3		75,000	75,000	75,000	75,000	300,000
Replace Large Area Mowers	PARKS-24-05	1	60,000			70,000		130,000
Seneca Park Play Equipment	PARKS-26-07	3			100,000			100,000
Seneca Park RR	PARKS-29-02	4			100,000			100,000
Sunset Park Trail & Electrical Upgrades	PARKS-30-04	1				50,000		50,000
Utility Vehicle	PARKS-20-03	4			48,000			48,000
W9th Ballfield Fence	PARKS-24-01	2			35,000			35,000

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
W 9th Dog Park Conversion	PARKS-27-04	2			250,000			250,000
Parks Department Total			563,000	3,094,200	918,000	3,699,000	1,405,000	9,679,200
Police Department								
Copier	PD-19-02	1		14,000				14,000
K-9 Patrol Vehicle	PD-22-11	1		60,000				60,000
Patrol Vehicle	PD-17-01	2	72,000	150,000	78,000	81,000	84,000	465,000
Unmarked Vehicle	PD-23-01	1			40,000			40,000
Police Department Total			72,000	224,000	118,000	81,000	84,000	579,000
Sewer Collection								
1st Street CIPP	SEWCL-25-01	1		614,250	614,250			1,228,500
Camera Van	SEWCL-25-04	3			260,000			260,000
Force Main Evaluation	SEWCL-25-02	1				1,500	380,000	381,500
Iowa St & Parkview Dr CIPP	SEWCL-26-02	2		80,000				80,000
Jet/Vac Truck	SEWCL-26-01	1	620,000					620,000
Sewer Collection Total			620,000	694,250	874,250	1,500	380,000	2,570,000
Storm Water								
Aux Engines	STW-22-02				18,000			18,000
Lakeshore Dr Bio Swell Replacement	STW-26-01	3			50,000			50,000
Lincoln Road SW Improvements	STW-29-01	2			101,000			101,000
Street Sweeper	STW-30-01	1				475,000		475,000
Vestal St SW Improvements	STW-27-01	2	109,000					109,000
W 10th Street SW Improvements	STW-27-02	2		50,000				50,000
Storm Water Total			109,000	50,000	169,000	475,000	0	803,000
Street Department								
Boom/Bucket Truck	ST-28-03	2		100,000				100,000
Building Upgrades	ST-22-02	2			220,000			220,000
Concrete Buggy	ST-27-04	4	25,000					25,000
Concrete Saw Trailer	ST-28-07	1		6,000				6,000
Driver Feedback Signs	ST-27-08	1	16,000					16,000
Drum Mulcher Attachment	ST-28-04	4		52,000				52,000
East 4th Street	ST-18-04	1				627,000		627,000
Fork Lift	ST-26-01				30,000			30,000
Geisinger Road Paving	ST-27-05	3		35,000				35,000
HAWK Crossing Signal	ST-26-06	1		475,000	548,700			1,023,700
Holiday Décor Light Poles	ST-27-02	4	45,000					45,000
Infrastructure Plan Management	ST-23-06	2	350,000	250,000	250,000	250,000	250,000	1,350,000
North Lake Ave. Overlay	ST-18-05	2		1,268,500				1,268,500
Oneida Street- Lakeshore	ST-21-01	3	790,000	3,404,000				4,194,000
Parking Lot D Renovations	ST-30-01	3				50,000	275,000	325,000
Plow Truck #1	ST-30-03	4				175,000		175,000
Plow Truck #5	ST-25-02	2	250,000					250,000
Plow Truck #59	ST-23-04	1	325,000					325,000
Plow Truck #63	ST-31-01	4					325,000	325,000
Rose Lane Reconstruction	ST-31-02	1				108,000	1,392,000	1,500,000
Scissor Lift	ST-28-01	2		20,000				20,000
Screen Bucket	ST-27-06	1	60,000					60,000
Sno-Go Blower	ST-30-02	5				250,000		250,000
Snow Pusher	ST-28-08	1		35,000				35,000
Switch & Go Truck	ST-28-06	4		150,000				150,000
Towable Air Compressor	ST-26-02	3	30,000					30,000
Truck Storage Building	ST-28-02	3			200,000			200,000
Wheel Loader	ST-28-05	1	150,000					150,000

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
Street Department Total			2,041,000	5,795,500	1,248,700	1,460,000	2,242,000	12,787,200

Wastewater Treatment Facility

A-Basin Diffusers	WWTP-23-05	2				80,000		80,000
Blowers/Valve Replacement	WWTP-19-01	1				1,652,000		1,652,000
Clarifier Covers	WWTP-28-01	5				708,000		708,000
Clarifier Scraper Blades	WWTP-24-10	2			65,000			65,000
Crane Truck	WWTP-25-05	3	220,000					220,000
Dumping Site	WWTP-25-20	3			108,000	600,000		708,000
Emerald Park LS Replacement	WWTP-23-17	1	195,000	1,508,000				1,703,000
Fume Hood	WWTP-27-03	1	25,000					25,000
Golf Course LS Replacement	WWTP-24-05	1			260,000	1,950,000		2,210,000
Headworks Building Gas Sensors	WWTP-27-05	1	12,000					12,000
Huber Rebuild Screen & Auger	WWTP-26-02	2					55,000	55,000
MCC & Panel Replacement	WWTP-25-12	2				250,000		250,000
Mixer Control Panel Replacement	WWTP-26-05					80,000		80,000
Parking Lot Expansion	WWTP-24-04	4				40,000		40,000
Pickup Truck (#128 Replacement)	WWTP-24-01	2		65,000				65,000
Portable Generator Replacements	WWTP-25-17	3				100,000	50,000	150,000
Protective Coating Application	WWTP-25-18	3	100,000					100,000
Sampler	WWTP-27-04	1	12,000					12,000
Sample Station/NW LS Comm	WWTP-24-06	1	50,000					50,000
Thickener Tanks (2)	WWTP-21-06	1				826,000		826,000
Trailer	WWTP-25-22	2		30,000				30,000
Trailer Mounted Generator	WWTP-24-09	3			100,000			100,000
Trojan UV SCC Upgrade	WWTP-26-03	2	45,000					45,000
VFD Compressor	WWTP-23-02	2					40,000	40,000
WWTP New Permit Requirement Set-A-Side	WWTP-23-09	1	150,000	150,000	150,000	150,000	150,000	750,000
WWTP Nutrient Reduction Strategy	WWTP-30-01	1					5,502,400	5,502,400
WWTP RR/Locker Rehab	WWTP-25-14	2				150,000		150,000
Wastewater Treatment Facility Total			809,000	1,753,000	683,000	6,586,000	5,797,400	15,628,400

Water Distribution

Backhoe Replacement	WD-17-04	3			188,000			188,000
Cast Main Replacement	WD-23-03	1	52,000	52,000	104,000	104,000	104,000	416,000
Hydro Excavation Truck	WD-28-01	1			600,000			600,000
Insertion Valves	WD-26-01	3	100,000	100,000	100,000	100,000	100,000	500,000
Lead & Copper Line Replacement	WD-24-02	1				100,000		100,000
New Pickup	WD-21-01	2			65,000			65,000
Water Line Replacement Set-A-Side	WD-17-01	1	180,000	180,000	180,000	180,000	180,000	900,000
Water Distribution Total			332,000	332,000	1,237,000	484,000	384,000	2,769,000

Water Meters

Water Meter Truck	WM-21-01	2					55,000	55,000
Water Meters Total			0	0	0	0	55,000	55,000

Water Plant

Dakota Well (New Well 24)	WP-25-11	1	504,000	2,800,000				3,304,000
Jordan Well (New Well 25)	WP-25-03	1	816,000	4,800,000				5,616,000
Land Acquisition	WP-27-02	1	60,000					60,000
Service Truck	WP-26-05	2		68,000				68,000
Shallow Well (New Well 23)	WP-25-10	1	1,000,000					1,000,000
Shallow Well (New Well 26)	WP-37-02	1				297,000	1,650,000	1,947,000
Test Well Exploration	WP-24-06	1	120,000		110,000			230,000
Tower 1 Removal or Recoating	WP-26-01	3			1,300,000			1,300,000

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
Tower 2 Recoating	WP-26-02	3		1,058,000				1,058,000
Tower 4 Recoating	WP-26-03	3					1,300,000	1,300,000
Tower Mgmt Set-A-Side	WP-26-07	1		85,000	85,000	85,000	85,000	340,000
Truck Replacement #138 (Plow)	WP-24-05	2		75,000				75,000
Water Plant Expansion	WP-28-01	1	7,850,000	7,850,000	42,543,000	44,670,000		102,913,000
Well Rehab	WP-23-17	1	100,000	70,000	225,000	225,000	100,000	720,000
Water Plant Total			10,450,000	16,806,000	44,263,000	45,277,000	3,135,000	119,931,000
GRAND TOTAL			17,312,950	32,286,450	51,517,450	64,250,756	19,170,657	184,538,263

Staff Summary

3/2/2026

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: Tyler Gibbins, Finance Director

SUBJECT: **Resolution No. 56-R-2025-2026 Approving FY2027-2031 Capital Improvement Plan**

BACKGROUND: Capital Improvement Plan workshops were held on January 5th, January 19th, and February 2nd. The final CIP incorporates any changes, additions, or modifications discussed during these workshops.

City Staff concentrate on operations and projects to accomplish the Council's intended initiatives. Project allocation to accomplish those targeted efforts changes in tandem with the Council's goals and objectives. As funds become available, FY2028–2031 are provided for planning purposes to further accomplish the Council's intended goals and objectives.

FISCAL IMPACT: While five fiscal years are presented for planning purposes, Council may only officially approve one year of expenditures at a time and the actual fiscal impact will be approved through the official City Budget.

It's critical to keep in mind the financing sources' precise intended purpose. Special revenue funds can only be utilized for certain activities including debt retirement, public improvements, streets, economic development, and recreation; they cannot be used for salaries or benefits. Fund allocations are outlined in the FY2027 Capital Improvement Plan in keeping with those goals:

Hotel/Motel Tax	\$ 288,000
Local Option Sales Tax	\$2,190,098

Road Use Tax	\$ 351,000
Library Partnerships	\$ 20,000
CDBG Grant	\$ 500,000
FAA Grant	\$1,321,477
STP Grant	\$ 120,000
State Grant	\$ 72,375
Sewer Fund	\$1,582,250
Water Fund	\$2,580,250
Storm Water Fund	\$ 109,000
SRF Loan	\$ 226,500
WIFIA Loan	\$7,850,000
Hotel Revenues	\$ 102,000

RECOMMENDATION: Adopt Resolution Approving FY2027-2031 Capital Improvement Plan.

ATTACHMENTS:

1. Resolution No. 56-R-2025-2026 - CIP Resolution - FY 2027-2031
2. FY2027 Proposed CIP

RESOLUTION NO. 56-R-2025-2026

RESOLUTION APPROVING THE CITY OF STORM LAKE 5-YEAR CAPITAL IMPROVEMENTS PLAN

WHEREAS, the City of Storm Lake has a need to develop a 5-Year Capital Improvements Plan that will assist city staff and the City Council in the development of long-term capital funding priorities; and

WHEREAS, each department of the City of Storm Lake has submitted and prioritized potential projects for the next five fiscal years; and

WHEREAS, the City Manager and City Council have reviewed and prioritized those projects based on potential funding sources in each fund; and

WHEREAS, the proposed 5-Year Capital Improvements Plan has been reviewed and commented on by the City Council during their Budget Workshops in January 2026.

NOW, THEREFORE BE IT HEREBY RESOLVED that the Storm Lake City Council formally approves the City's FY 2027-2031 5-Year Capital Improvement Plan as a planning document for the entire city organization.

PASSED AND APPROVED this 2nd day of March 2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

2027 through 2031
Project by Department
Storm Lake, IA
Projects By Department

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
Administration								
City Hall Updates	ADMN-17-01	3	20,000	20,000	20,000	20,000	20,000	100,000
Copier	ADMN-23-04	1		14,000				14,000
Administration Total			20,000	34,000	20,000	20,000	20,000	114,000
Airport								
Apron Expansion	AIR-26-01	1	1,459,450					1,459,450
Automated Gate System	AIR-26-03	1		50,000				50,000
AWOS Replacement	AIR-29-01	1			45,000	305,000		350,000
Fuel Tank Replacment	AIR-25-01	1	98,000	542,000				640,000
PAPIs & REILs Replacement	AIR-27-01	1		58,500	341,500			400,000
Runway End 35 Turnaround Loop & Taxiway	AIR-25-02	1				178,500	1,421,500	1,600,000
Airport Total			1,557,450	650,500	386,500	483,500	1,421,500	4,499,450
Building/Code Enforcement								
Vehicle Replacement	CODE-20-01	2		45,000				45,000
Building/Code Enforcement Total			0	45,000	0	0	0	45,000
Campground								
14 Site Renovation	CG-27-01	2		25,000				25,000
Additional Long Term Parking Lot	CG-22-03	4				250,000		250,000
Campground Mower	CG-28-01	1	12,500					12,500
Campground Office Renovation	CG-25-03	3				50,000		50,000
Middle Campground Renovation	CG-27-02	2			25,000			25,000
Seal Coat	CG-25-02	2		30,000				30,000
Utility Vehicle- Workhorse	CG-29-01				10,000			10,000
Campground Total			12,500	55,000	35,000	300,000	0	402,500
Economic/Community Development								
Downtown Revit Design	ED-23-03	1					100,000	100,000
Lake Ave Blade Signs	ED-25-10	2	60,000					60,000
Lake Ave Sidewalk & Streetscape	ED-25-07	3			560,000	2,554,000		3,114,000
Nature Area Commercial Development Urban Renewal	ED-24-04	1			450,000	480,000	2,000,000	2,930,000
Project Set-A-Side	ED-23-01	1	50,000	50,000	50,000	50,000	50,000	250,000
Economic/Community Development Total			110,000	50,000	1,060,000	3,084,000	2,150,000	6,454,000
Fire Department								
Command Vehicle Replacement	FIRE-28-01	2		90,000				90,000
Fire Station Expansion/Remodel	FIRE-23-05	1			115,000	1,971,756	1,971,757	4,058,513
Office Tables & Chairs	FIRE-27-02	1		12,000				12,000
Wildland/Extrication Gear	FIRE-28-02	1		15,000	15,000	15,000		45,000
Fire Department Total			0	117,000	130,000	1,986,756	1,971,757	4,205,513
Golf Course								
3 Point Aerator	GOLF-28-01	4		35,000				35,000
Fairway Mower	GOLF-22-02	2					60,000	60,000
Golf Course Roof Repairs	GOLF-28-04	2		76,000				76,000
Mini Golf Course Renovations	GOLF-29-03	1			200,000	200,000		400,000
Pro Core 648 Aerifier	GOLF-20-02	2			30,000			30,000
Replacement of Club Cars	GOLF-24-05	2	20,000					20,000
Shop Insulation	GOLF-29-01	4	30,000					30,000

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
Topdresser Unit	GOLF-30-01	4		30,000				30,000
Toro Mower	GOLF-22-03	1			50,000			50,000
Toro Verticut Reels	GOLF-28-02	1		15,000				15,000
Utility Vehicle	GOLF-23-03	2				30,000		30,000
Weed Sprayer	GOLF-23-02	1				18,000		18,000
Golf Course Total			50,000	156,000	280,000	248,000	60,000	794,000

King's Pointe

Guest Room Refresh	KP-27-04	4	40,000	40,000	40,000	40,000	40,000	200,000
Ice Machine Replacements	KP-27-02	2	12,000					12,000
Lobby Structural Repairs	KP-26-02	1	250,000	2,100,000				2,350,000
Packaged Terminal Air Conditioner	KP-27-01	1	25,000	25,000	25,000	25,000	25,000	125,000
Resort Exterior Painting	KP-28-01	4		175,000				175,000
Resort Signage Replacement	KP-27-05	5	25,000					25,000
Wall Divider	KP-28-02	4		70,000				70,000
Water Heater Replacement	KP-27-03	1	180,000					180,000
King's Pointe Total			532,000	2,410,000	65,000	65,000	65,000	3,137,000

Library

Library Doors and Window Replacements	LIB-29-01	1			30,000			30,000
Library Restroom Updates	LIB-28-01	1		20,000				20,000
Library Updates	LIB-27-03	1	20,000					20,000
Shelving Replacement	LIB-27-02	1	15,000					15,000
Library Total			35,000	20,000	30,000	0	0	85,000

Parks Department

Awaysis Park Lighthouse Paint/Stain	PARKS-24-14	1		55,000				55,000
Bobcat Toolcat	PARKS-29-03	4	65,000		75,000			140,000
C63 Highway Sidewalk	PARKS-27-03	2				18,000	950,000	968,000
Chautauqua Park Electrical Upgrades	PARKS-30-03	4	50,000	30,000				80,000
Dock Replacement/New	PARKS-17-04					30,000	30,000	60,000
Emerald Park Tennis Court Lights	PARKS-24-09	4		100,000				100,000
Frank Starr Park Shelter House	PARKS-27-02	2				250,000		250,000
Frank Starr Shelter Replacement	PARKS-30-02	5					350,000	350,000
Nature Area- Concessions/RR Facilities	PARKS-25-11	2				885,000		885,000
Nature Area- Natural Play Area	PARKS-25-07	2			235,000			235,000
Nature Area- Parking Lot & Access Roads	PARKS-25-04	2	288,000	1,600,000				1,888,000
Nature Area- Pickleball Courts	PARKS-25-09	2				330,000		330,000
Nature Area- Shelter/Restroom Building	PARKS-25-06	2		814,200				814,200
Nature Area- Soccer Complex	PARKS-25-08	2				1,416,000		1,416,000
Nature Area- Tennis Courts	PARKS-25-10	2				375,000		375,000
Nature Area- Trails	PARKS-25-05	2		420,000				420,000
Parks Shop Addition	PARKS-27-01	4				200,000		200,000
Prichard Park Development	PARKS-26-02	1	100,000					100,000
Recreation/Trail Set-Aside	PARKS-23-01	3		75,000	75,000	75,000	75,000	300,000
Replace Large Area Mowers	PARKS-24-05	1	60,000			70,000		130,000
Seneca Park Play Equipment	PARKS-26-07	3			100,000			100,000
Seneca Park RR	PARKS-29-02	4			100,000			100,000
Sunset Park Trail & Electrical Upgrades	PARKS-30-04	1				50,000		50,000
Utility Vehicle	PARKS-20-03	4			48,000			48,000
W9th Ballfield Fence	PARKS-24-01	2			35,000			35,000

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
W 9th Dog Park Conversion	PARKS-27-04	2			250,000			250,000
Parks Department Total			563,000	3,094,200	918,000	3,699,000	1,405,000	9,679,200
Police Department								
Copier	PD-19-02	1		14,000				14,000
K-9 Patrol Vehicle	PD-22-11	1		60,000				60,000
Patrol Vehicle	PD-17-01	2	72,000	150,000	78,000	81,000	84,000	465,000
Unmarked Vehicle	PD-23-01	1			40,000			40,000
Police Department Total			72,000	224,000	118,000	81,000	84,000	579,000
Sewer Collection								
1st Street CIPP	SEWCL-25-01	1		614,250	614,250			1,228,500
Camera Van	SEWCL-25-04	3			260,000			260,000
Force Main Evaluation	SEWCL-25-02	1				1,500	380,000	381,500
Iowa St & Parkview Dr CIPP	SEWCL-26-02	2		80,000				80,000
Jet/Vac Truck	SEWCL-26-01	1	620,000					620,000
Sewer Collection Total			620,000	694,250	874,250	1,500	380,000	2,570,000
Storm Water								
Aux Engines	STW-22-02				18,000			18,000
Lakeshore Dr Bio Swell Replacement	STW-26-01	3			50,000			50,000
Lincoln Road SW Improvements	STW-29-01	2			101,000			101,000
Street Sweeper	STW-30-01	1				475,000		475,000
Vestal St SW Improvements	STW-27-01	2	109,000					109,000
W 10th Street SW Improvements	STW-27-02	2		50,000				50,000
Storm Water Total			109,000	50,000	169,000	475,000	0	803,000
Street Department								
Boom/Bucket Truck	ST-28-03	2		100,000				100,000
Building Upgrades	ST-22-02	2			220,000			220,000
Concrete Buggy	ST-27-04	4	25,000					25,000
Concrete Saw Trailer	ST-28-07	1		6,000				6,000
Driver Feedback Signs	ST-27-08	1	16,000					16,000
Drum Mulcher Attachment	ST-28-04	4		52,000				52,000
East 4th Street	ST-18-04	1				627,000		627,000
Fork Lift	ST-26-01				30,000			30,000
Geisinger Road Paving	ST-27-05	3		35,000				35,000
HAWK Crossing Signal	ST-26-06	1		475,000	548,700			1,023,700
Holiday Décor Light Poles	ST-27-02	4	45,000					45,000
Infrastructure Plan Management	ST-23-06	2	350,000	250,000	250,000	250,000	250,000	1,350,000
North Lake Ave. Overlay	ST-18-05	2		1,268,500				1,268,500
Oneida Street- Lakeshore	ST-21-01	3	790,000	3,404,000				4,194,000
Parking Lot D Renovations	ST-30-01	3				50,000	275,000	325,000
Plow Truck #1	ST-30-03	4				175,000		175,000
Plow Truck #5	ST-25-02	2	250,000					250,000
Plow Truck #59	ST-23-04	1	325,000					325,000
Plow Truck #63	ST-31-01	4					325,000	325,000
Rose Lane Reconstruction	ST-31-02	1				108,000	1,392,000	1,500,000
Scissor Lift	ST-28-01	2		20,000				20,000
Screen Bucket	ST-27-06	1	60,000					60,000
Sno-Go Blower	ST-30-02	5				250,000		250,000
Snow Pusher	ST-28-08	1		35,000				35,000
Switch & Go Truck	ST-28-06	4		150,000				150,000
Towable Air Compressor	ST-26-02	3	30,000					30,000
Truck Storage Building	ST-28-02	3			200,000			200,000
Wheel Loader	ST-28-05	1	150,000					150,000

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
Street Department Total			2,041,000	5,795,500	1,248,700	1,460,000	2,242,000	12,787,200

Wastewater Treatment Facility

A-Basin Diffusers	WWTP-23-05	2				80,000		80,000
Blowers/Valve Replacement	WWTP-19-01	1				1,652,000		1,652,000
Clarifier Covers	WWTP-28-01	5				708,000		708,000
Clarifier Scraper Blades	WWTP-24-10	2			65,000			65,000
Crane Truck	WWTP-25-05	3	220,000					220,000
Dumping Site	WWTP-25-20	3			108,000	600,000		708,000
Emerald Park LS Replacement	WWTP-23-17	1	195,000	1,508,000				1,703,000
Fume Hood	WWTP-27-03	1	25,000					25,000
Golf Course LS Replacement	WWTP-24-05	1			260,000	1,950,000		2,210,000
Headworks Building Gas Sensors	WWTP-27-05	1	12,000					12,000
Huber Rebuild Screen & Auger	WWTP-26-02	2					55,000	55,000
MCC & Panel Replacement	WWTP-25-12	2				250,000		250,000
Mixer Control Panel Replacement	WWTP-26-05					80,000		80,000
Parking Lot Expansion	WWTP-24-04	4				40,000		40,000
Pickup Truck (#128 Replacement)	WWTP-24-01	2		65,000				65,000
Portable Generator Replacements	WWTP-25-17	3				100,000	50,000	150,000
Protective Coating Application	WWTP-25-18	3	100,000					100,000
Sampler	WWTP-27-04	1	12,000					12,000
Sample Station/NW LS Comm	WWTP-24-06	1	50,000					50,000
Thickener Tanks (2)	WWTP-21-06	1				826,000		826,000
Trailer	WWTP-25-22	2		30,000				30,000
Trailer Mounted Generator	WWTP-24-09	3			100,000			100,000
Trojan UV SCC Upgrade	WWTP-26-03	2	45,000					45,000
VFD Compressor	WWTP-23-02	2					40,000	40,000
WWTP New Permit Requirement Set-A-Side	WWTP-23-09	1	150,000	150,000	150,000	150,000	150,000	750,000
WWTP Nutrient Reduction Strategy	WWTP-30-01	1					5,502,400	5,502,400
WWTP RR/Locker Rehab	WWTP-25-14	2				150,000		150,000
Wastewater Treatment Facility Total			809,000	1,753,000	683,000	6,586,000	5,797,400	15,628,400

Water Distribution

Backhoe Replacement	WD-17-04	3			188,000			188,000
Cast Main Replacement	WD-23-03	1	52,000	52,000	104,000	104,000	104,000	416,000
Hydro Excavation Truck	WD-28-01	1			600,000			600,000
Insertion Valves	WD-26-01	3	100,000	100,000	100,000	100,000	100,000	500,000
Lead & Copper Line Replacement	WD-24-02	1				100,000		100,000
New Pickup	WD-21-01	2			65,000			65,000
Water Line Replacement Set-A-Side	WD-17-01	1	180,000	180,000	180,000	180,000	180,000	900,000
Water Distribution Total			332,000	332,000	1,237,000	484,000	384,000	2,769,000

Water Meters

Water Meter Truck	WM-21-01	2					55,000	55,000
Water Meters Total			0	0	0	0	55,000	55,000

Water Plant

Dakota Well (New Well 24)	WP-25-11	1	504,000	2,800,000				3,304,000
Jordan Well (New Well 25)	WP-25-03	1	816,000	4,800,000				5,616,000
Land Acquisition	WP-27-02	1	60,000					60,000
Service Truck	WP-26-05	2		68,000				68,000
Shallow Well (New Well 23)	WP-25-10	1	1,000,000					1,000,000
Shallow Well (New Well 26)	WP-37-02	1				297,000	1,650,000	1,947,000
Test Well Exploration	WP-24-06	1	120,000		110,000			230,000
Tower 1 Removal or Recoating	WP-26-01	3			1,300,000			1,300,000

Department	Project #	Priority	2027	2028	2029	2030	2031	Total
Tower 2 Recoating	WP-26-02	3		1,058,000				1,058,000
Tower 4 Recoating	WP-26-03	3					1,300,000	1,300,000
Tower Mgmt Set-A-Side	WP-26-07	1		85,000	85,000	85,000	85,000	340,000
Truck Replacement #138 (Plow)	WP-24-05	2		75,000				75,000
Water Plant Expansion	WP-28-01	1	7,850,000	7,850,000	42,543,000	44,670,000		102,913,000
Well Rehab	WP-23-17	1	100,000	70,000	225,000	225,000	100,000	720,000
Water Plant Total			10,450,000	16,806,000	44,263,000	45,277,000	3,135,000	119,931,000
GRAND TOTAL			17,312,950	32,286,450	51,517,450	64,250,756	19,170,657	184,538,263

Staff Summary

3/2/2026

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: Tyler Gibbins, Finance Director

SUBJECT: **Motion Setting Public Hearing On Setting Tax Levy Rate and Maximum Property Tax Dollars**

BACKGROUND: This agenda item will set a Public Hearing for Setting the Tax Levy Rate and establishing the Maximum Property Tax Dollars as required by State Code stated in HF 718.

The Public Hearing will be Monday, April 6th, 2025 at 4:30 P.M. during a required separate City Council Meeting in City Council Chambers. Notice of the Public Hearing will be published in the newspaper and added to the City's website and social media accounts as required by law.

A resolution to set the Tax Levy Rate can only take place after this Special Meeting, and can only take place after taxpayers receive the required Levy Notification.

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

RECOMMENDATION: Set the Public Hearing for April 6th, 2025 at 4: 30 p.m. in Council Chambers.

ATTACHMENTS:

1. Proposed Tax Levy

CITY NAME: NOTICE OF PUBLIC HEARING - CITY OF STORM LAKE - PROPOSED PROPERTY TAX LEVY **CITY #:** 11-091
STORM LAKE Fiscal Year July 1, 2026 - June 30, 2027

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: Meeting Time: Meeting Location:

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
 www.stormlake.org

City Telephone Number

Iowa Department of Management	Current Year Certified Property Tax 2025 - 2026	Budget Year Effective Property Tax 2026 - 2027	Budget Year Proposed Property Tax 2026 - 2027
Taxable Valuations for Non-Debt Service	365,335,664	369,613,803	369,613,803
Consolidated General Fund	2,939,399	2,939,399	2,993,872
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	248,830	248,830	288,724
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	404,869	404,869	457,501
FICA & IPERS (If at General Fund Limit)	328,521	328,521	339,265
Other Employee Benefits	1,144,092	1,144,092	1,046,151
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	461,047,968	453,976,538	453,976,538
Debt Service	603,281	603,281	593,438
CITY REGULAR TOTAL PROPERTY TAX	5,668,992	5,668,992	5,718,951
CITY REGULAR TAX RATE	15.17441	15.03430	15.17441
Taxable Value for City Ag Land	762,589	767,585	767,585
Ag Land	2,291	2,291	2,306
CITY AG LAND TAX RATE	3.00375	2.98469	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Valuation of \$100,000/\$110,000	Current Year Certified 2025/2026	Budget Year Proposed 2026/2027	Percent Change
City Regular Residential	720	743	3.19
Commercial property with an Actual/Assessed Valuation of \$300,000/\$330,000	Current Year Certified 2025/2026	Budget Year Proposed 2026/2027	Percent Change
City Regular Commercial	3,128	3,472	11.00

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and commercial properties have the same rollback percentage through \$150,000 of actual/assessed valuation.

Reasons for tax increase if proposed exceeds the current:

Overall levy rate remains the same. Percentage increase represented as a result of assumed value growth year over year.

Staff Summary

3/2/2026

Agenda Item # F.16.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez, City Clerk

SUBJECT: City Council Requested Items / City Council Updates

BACKGROUND:

1. Nuisance Code - March 15
2. Truck Routes- April 6

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

None

Staff Summary

3/2/2026

Agenda Item # F.17.



REPORT TO: Honorable Mayor & Council

FROM: Tyler Gibbins, Finance Director

SUBJECT: Fiscal Year 2026-2027 Budget Work Session

BACKGROUND: Fiscal Year 2026-2027 Operations and Maintenance Budgets will be presented to City Council.

- Police Department
- Fire Department
- Building & Code Enforcement
- Library
- Public Services
- Economic Development
- King's Pointe Resort
- Outside Agency
- Administration

FISCAL IMPACT: Will be determined during the budget adoption process.

RECOMMENDATION: Review budgets and make recommendations.

ATTACHMENTS:

1. FISCAL YEAR 2026-2027 BUDGET MEMO
2. FIRE DEPARTMENT
3. KINGS POINTE 2026-2027
4. OUTSIDE AGENCY FUNDING
5. LPA REQUEST 2026-2027
6. PUBLIC SERVICES
7. POLICE DEPARTMENT
8. LIBRARY

- 9. BUILDING & CODE ENFORCEMENT
- 10. Fees for Building
- 11. ECONOMIC DEVELOPMENT
- 12. ADMINISTRATION



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588

p (712) 732-8000
f (712) 732-4114

Honorable Mayor, City Council and Storm Lake Community:

The City Manager's Recommended Fiscal Year 2026–2027 Budget is submitted for your review and consideration. This budget is designed to support long-term financial stability while ensuring that we continue delivering high-quality services that reflect the needs and expectations of our community. It also aligns with the priorities of our state's elected officials, recognizing that we all serve the same public and share a responsibility to steward resources wisely.

The recommended budget follows the City Council's identified priorities for Fiscal Year 2026-2027:

- Streets
- Neighborhood Committees
- Fire Department
- Police Department
- Water Plant

The tax levy will remain stable at \$15.17441 despite an 11.73% increase for general property insurance and liability insurance. Employee health benefits decreased 0.28% for the first time since 2006. However, life, disability, dental, and vision insurance increased 4.4%. employee retirement contributions are unchanged.

The Recommended Budget includes a 3% cost-of-living adjustment for all employees, excluding those covered by collective bargaining agreements. The pay plan is reviewed annually to ensure that we maintain a competitive compensation structure while also keeping the plan financially sustainable.

Significant progress has been made toward replacing the undersized 1978 water treatment plant, guided by the insight and recommendations of the Water Treatment Plant Water Rates and Design Advisory Ad Hoc Committee. Although the existing plant cannot expand onto the adjacent property, the committee identified a suitable alternative site along with an appropriate rate structure to support the project.

The past year has brought significant challenges, particularly the extensive damage caused by major windstorm events. These storms required substantial unplanned expenditures and forced our Public Services Department to divert resources toward community-wide cleanup efforts, resulting in an approximate eight-week delay in scheduled operations.

To maintain our long-term financial stability, the Fiscal Year 2025–2026 Adopted Budget includes a series of strategic reductions, operational adjustments, and revenue measures. Together, these actions resulted in a general fund reduction of \$380,294 for the upcoming fiscal year. These decisions were made with great care, balancing community priorities, essential operational needs, and our responsibility to safeguard the City’s fiscal health.

By taking these steps now, we position Storm Lake to remain stable, responsive, and resilient in the years ahead. While no essential services have been eliminated, service levels will be affected. All services will continue, though some may operate at reduced capacity or experience slower response times.

I am proud of the dedicated professionals who make up our organization. Your hard work, commitment, and service to the Mayor, City Council, and the community of Storm Lake do not go unnoticed. It is truly my privilege and honor to serve alongside you.

Respectfully,



Keri Navratil
City Manager

FIRE DEPARTMENT

The Storm Lake Fire Department is a mix of 3 full-time employees and 24 paid on call fire fighters. SLFD houses 7 emergency vehicles comprised of three engines, one aerial, one heavy rescue, one wildland / brush truck, and a command vehicle. The SLFD covers approximately 93 square miles within Grant, Hayes, and Washington Townships which encompass the City of Storm Lake, City of Lakeside, and Truesdale. These surrounding areas have entered into a fire service agreement with the City of Storm Lake for emergency services.

Fire Inspections - Annual fire inspections are a simple and effective way to enforce adopted fire codes, ensure compliance, and reduce risk and potential loss. The goal of the Fire Prevention Bureau is to build a relationship of understanding, knowledge sharing, and increased safety with business owners. In 2025 410 fire inspections were completed with a 100 percent corrective action rate.

FACTORS AFFECTING THIS BUDGET YEAR:

In 2025 SLFD responded to 440 calls with 28 reported fires involving property or dollar loss. All fires are investigated for origin and cause with fires involving possible criminal action turned over to local law enforcement.

Training – In 2025 SLFD trained for a combined 1,792 hours across multiple disciplines. Key topics were fire suppression, CPR, Driver Operator, Fire Investigator, and Fire Officer development. SLFD has also hosted and participated in numerous state funded training opportunities through Iowa's FSTB and in conjunction with our mutual aid partners.

Community Service – SLFD firefighters and staff participated in numerous community events and outreach opportunities including National Night Out, Kids Fest, Star Spangled Spectacular, Octobers Fire Prevention Month, Chills and Thrills, and Miracle on Lake Ave. These events highlight our continued involvement and proactive participation within the community we serve. By the community seeing us not just during an emergency but as partners and fellow neighbors, this helps to build positive relationships, humanize our members, and lead to possible recruitment of new firefighters.

Last year SLFD added 4 new firefighters through recruitment and lost 3 from retirement. Each new firefighter we onboard costs on average 8 to 9 thousand dollars with some reimbursement coming from the state of Iowa via SAFER Grant money for personal protective gear and initial skills training.

REVENUES:

The operations for the Storm Lake fire department budget are covered by the City's general fund with other revenue coming from the surrounding service area governing bodies.

CURRENT FEE RESOLUTION:

<u>Fee</u>	<u>Rate</u>
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 State Chart
Rate set by the Iowa Fire Service Annual Hazardous material response fee structure for the current calendar year.	
Safety Trailer Use Fee	
Buena Vista County	\$150.00
Non Buena Vista County	\$150.00 plus \$6 A Mile One Way

FISCAL YEAR 2026-2027 BUDGET ADJUSTMENTS:

Transition from First Due Subscription to ImageTrend offered by the State as a shared service.	(\$10,697)
Fire Hose & Fitting Replacements:	\$7,500
Portable Vent Fan:	\$6,000

BUDGET OVERVIEW

Total Revenues-	\$157,823	
Expenses-	\$1,136,674	
Personnel-	\$589,022	52% of the total expenses
Operations/Maintenance-	\$129,351	11%
Emergency Management-	\$ 13,881	1%
Fire Truck Debt-	\$404,420	36%

KING'S POINTE

The Awaysis project was funded by an \$8M Vision Iowa Grant and voter approved bonds. The projects included a hotel and indoor waterpark, outdoor water park, lighthouse, great lawn, family playground, redesigned golf course and cottages. The purpose of the project was to diversify economic development and increase Local Option Sales Tax Revenue and Hotel/Motel revenue.

KINGS POINTE RESORT 2026-27 FISCAL YEAR BUSINESS PLAN

As we move into our 19th and 20th years of operation, our hearts are filled with gratitude. What began as a vision has grown into something truly special because of the people who gather here — families, friends, neighbors, and visitors who choose Storm Lake as the backdrop for their most meaningful moments.

During the 25-26 fiscal year we contracted for 216 events bringing guests to our resort and our community. Over the years, we have been honored to host weddings, family reunions, birthdays, engagements, university visits, “just because” getaways, work retreats, and so many other celebrations. We enjoy watching generations return year after year is one of our greatest privileges. We are equally excited to welcome first-time guests who discover Storm Lake and quickly understand what makes this community so unique — many of whom soon become part of our extended resort family.

This past year, we were proud to once again partner with the City of Storm Lake to bring back cherished traditions like Kidsfest and Breakfast with Santa, bringing smiles to hundreds of children and families. We also enjoyed participating in community celebrations such as the 4th of July parade and hosting holiday gatherings including New Year’s Eve, Easter, Mother’s Day, and Thanksgiving events. Being a place where people come together to celebrate life’s moments — big and small — is something we never take for granted.

We are grateful to work alongside organizations such as Storm Lake United and Star Spangled Spectacular, supporting events that showcase the pride and spirit of our lake community. Giving back — through donations, local partnerships, and community involvement — is not just something we do; it is part of who we are.

We encourage every guest to explore the community, support fellow local businesses, and enjoy our beautiful parks and lakefront. We are proud to contribute to Storm Lake not only as a destination, but as a neighbor and large employer, employing over 200 employees during the peak season and 147 during the off season. We take pride in giving back through local purchasing and contracting, payroll, hotel-motel tax contributions, and the positive economic impact that extends throughout our incredible lake community.

As we look ahead, we remain committed to providing a welcoming place where memories are made and traditions continue. Thank you for allowing us to be part of what makes Storm Lake such a wonderful place to eat, play, stay — and call home.

FISCAL YEAR 2026-2027 FORECAST

Rooms Sold 19,400 of the 36,500 available room nights
Occupancy 53.15%
Average Daily Rate \$147.84

Total Projected Revenue \$4,863,447
Total Projected Expense \$4,500,180

KPR Outdoor Waterpark:

Total Revenue: \$437,800
Total Expense: \$460,238

Sunrise Golf Course:

Total Revenue: \$267,430
Total Expense: \$222,770

OUTSIDE AGENCY FUNDING

Each year the City of Storm Lake takes requests from tax-exempt organizations throughout the community to award grant money the City has available on an annual appropriation basis. This year, the City received 5 requests totaling \$56,340, of which \$3,840 is in-kind services.

REVENUES:

Revenues to support the outside agency funding will come from the general fund.

FISCAL YEAR 2026-2027 BUDGET:

Outside Agency Requests

Applications were received by:

<u>Agency</u>	<u>Project</u>	<u>Total Request</u>
Imagine the Possibilities	Shelter House- Waived Fees	\$ 3,840
The Bridge of Storm Lake	Summer Neighborhood Outreach	\$ 4,500
Witter Gallery	Window Treatment, Painting, Storage Area, & Maker's Space Drawers	\$13,000
SLU Development	Wood, Wine, & Blues Event Support	\$15,000
Upper Des Moines	Emergency Assistance	\$20,000

Notes:

***Awardees must be willing to enter, or have already entered, into a 28E agreement with the City of Storm Lake pursuant the State Auditor's Office.

***Awardees must provide a mid-year update to the City Council on project status.

***Awardees are required to account to the City the use of the public funds to determine that the public purpose is met.

***Awardees are not permitted to use public funds for salaries.

Council to come to a consensus on amounts (if any) of Outside Agency funding.

—THE LAW OFFICES OF REDENBAUGH & MOHR, P.C.—

PHIL REDENBAUGH
phil@redenlaw.com

RYAN A. MOHR
ryan@redenlaw.com

BRETT C. REDENBAUGH
brett@redenlaw.com

February 20, 2026

Storm Lake City Council
Attn: Keri Navratil

e-mailed to: Navratil@stormlake.org

RE: E LAKESHORE DR. PROJECT – PARTNERSHIP

Dear Mayor and Councilmembers,

The Storm Lake Preservation Association (“LPA”) has been actively raising funds to re-armor the north shoreline of Storm Lake, between Awaysis Beach and Mae Street (as shown in the attached Exhibit A). This shoreline segment, adjacent to U.S. Highway 71, continues to experience erosion and requires stabilization to protect public infrastructure and improve long-term shoreline resiliency.

Although prior grant applications have not been successful, LPA is preparing to reapply for several grant opportunities in the coming months. As part of those applications, we once again request the City’s approval and partnership in moving this project forward.

Because the subject shoreline is owned by the City, we respectfully request the City’s permission and guidance to complete the project. In addition, while we recognize the City’s budgetary constraints, we request consideration of in-kind support to assist with project implementation.

Requested in-kind support may include:

- Staff time for agenda preparation and project coordination;
- Engineering review and oversight (no engineer drawings are required);
- Grant administration assistance;
- Temporary construction easements or right-of-way coordination, if necessary;
- Reseeding and restoration of disturbed areas; and
- Ongoing vegetation maintenance consistent with current City practices.

For grant purposes, we respectfully request Council recognition of an in-kind contribution in the range of \$15,000–\$50,000. We believe this level of in-kind support is achievable through documented staff time, equipment usage, and maintenance commitments, without disrupting the City’s current budget framework.

In summary, LPA is requesting:

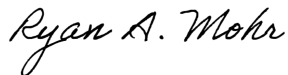
1. The City's permission to complete the shoreline re-armoring project, subject to engineering approval;
2. Authorization to submit grant applications identifying the City and LPA as project partners; and
3. Council recognition and pledge of \$15,000–\$50,000 in documented in-kind support during construction and for ongoing vegetation maintenance.

As you know, the City and LPA successfully partnered on the Frank Starr shoreline re-armoring project, which proved to be a strong and effective collaboration (see Exhibit B). The proposed north shoreline project is more limited in scope and should be comparatively straightforward to complete.

We appreciate your consideration and look forward to the opportunity to continue our partnership in protecting and preserving Storm Lake's shoreline.

Please let me know if the Council requires any additional information prior to consideration of this request.

Respectfully submitted,



Ryan A. Mohr

Attached: Exhibits A and B

EXHIBIT A (1 of 2)

E Lakeshore Dr. Project - Aerial Photo of Project Site

Re-Armoring Project is between the **Red** Dashes N
Current Roadside Parking Shown by **Yellow**
Access beaches flank the project site on the LEFT
AND RIGHT!



Exhibit A (2 of 2)

The project location is tucked between Awaysis Park Beach -- which is a popular attraction for families with young children -- and another natural beach east of Chautauqua Park Dr. The project will remove the existing repurposed concrete rubble—currently strewn with jagged edges and rebar (see below the actual images of the current shoreline) —and replace it with natural fieldstone to stabilize the shoreline and halt ongoing erosion. This will eliminate a major safety hazard for the thousands of swimmers, fishermen, walkers, bikers, and families who frequent the adjacent trail and nearby beaches, while restoring a natural lakeshore aesthetic.

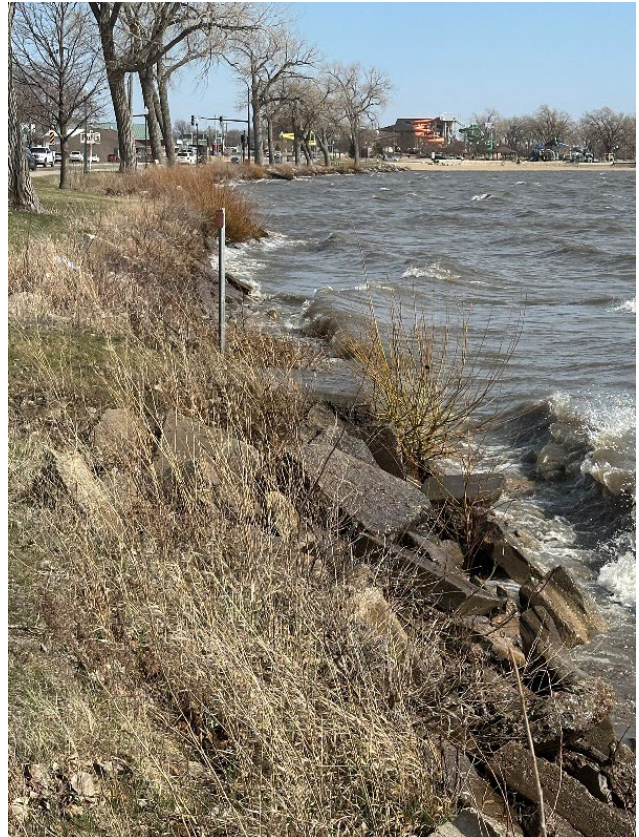


Exhibit B (1 of 2) – Frank Starr Park before restoration

Frank Starr Shoreline Erosion



Exhibit B (2 of 2) – Frank Starr Park after restoration



PUBLIC SERVICES

The public services department is made up of the City's Street, Parks, Golf, Campground, and Street Sweeping divisions.

STREETS:

The Road Use Tax Fund is funds eligible for street reconstructions, street maintenance, street lighting, and snow removal for Storm Lake's 109 lane miles of streets and 10 lane miles of gravel streets & alleyways.

The Road Use Tax Fund is a special revenue fund with support from the State of Iowa through Fuel Taxes. The State disburses funds on a per capita basis (FY2027 estimate is \$138.50) via the last census. A Street Finance Report is completed and submitted to the State each year.

FACTORS AFFECTING THIS BUDGET YEAR:

Completed Infrastructure:

- Angier – W5th to Shoreway
- Shoreway – Angier to Northwestern
- Northwestern – Shoreway to W5th
- Seneca – Bair to Lakeshore

A second load of Mastic was purchased while pricing was low in the amount of \$29,590 for street repairs.

FISCAL YEAR 2026-2027 BUDGET ADJUSTMENTS:

East Building Heat Upgrade-	\$ 5,000
Shop Upgrades-	\$ 5,000
Shop Tools-	\$ 5,000
Driver Feed Back Signs-	\$ 4,000
Infrastructure Mgmt Plan-	\$350,000

BUDGET OVERVIEW:

Total Revenues- \$1,574,257

Expenses- \$2,942,847

Personnel- \$1,045,512	36% of the total expenses
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Operations/Maintenance- \$691,335	23%
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Infrastructure Mgmt Plan- \$350,000	12%
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Capital Projects- \$856,000	29%
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PARKS:

The Parks department is a mix of 1 full time employee and 4 part time employees. These individuals along with support from street department employees maintain 85 acres of parks including King's Pointe green areas. They also maintain 11 playgrounds, 8 bathrooms, 3 ballfields, 1 tennis complex, 1 pickleball complex, 1 mini-pitch, 3 beaches, Chautauqua Shelter, and other open shelters. They maintain 16 docks in total, of those 16 docks they install and remove 14 each year. They are heavily involved in the Star Spangled Spectacular, Wood Wine and Blues, and other community events:

• Star Spangled Spectacular-	130 In-Kind Hours
• Wood, Wine, & Blues-	55.75 In-Kind Hours
• We-Go-Swing Installation-	411.25 In Kind Hours
• Kiwanis Park Gazebo & Concrete-	372.5 In-Kind Hours
• Kiwanis Events (Triathlon, Car Show, Food Pantry)-	43.5 In-Kinds Hours

Recreation in Storm Lake is one of the major quality of life amenities offered. Storm Lake is unique with the number of parks adjacent to a natural lake feature. Though parks are generally first-come, first-serve, the community may reserve a specific shelter as outlined in the City's fee resolution:

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

FACTORS AFFECTING THIS BUDGET YEAR:

The installation of the We-Go-Swing was completed through the partnership with the Paxton's Trust. Also, the Kiwanis Park shelter and concrete were completed in partnership with Kiwanis.

FISCAL YEAR 2026-2027 BUDGET SUPPLEMENTAL REQUESTS:

Parks Building Door Replacement-	\$ 5,000
Snack Shack RR Lock Replacement-	\$ 5,000
ADA Curb Ramp Program-	\$25,000
Vegetation Management Plan-	\$ 3,500
Shop Tools-	\$ 5,000
Toolcat Sprayer-	\$ 7,000
Shelter House Door Replacement-	\$ 5,000
Aluminum Picnic Tables (Chautauqua)-	\$10,000

BUDGET OVERVIEW:

Total Revenues- \$27,195

Expenses- \$729,456

Personnel- \$254,656 35% of the total expense

Operations/Maintenance- \$192,800 26%

Capital Projects- \$282,000 39%

GOLF:

This 100+ year old (1917) 9-hole golf course is located adjacent to King's Pointe Resort and Pirate's Pointe Miniature Golf. The senior citizens call the club house their senior center and offers the community another event location.

The golf course maintenance crew consists of 1 full time employee and two part time employees, down one from previous years, who work with 4 mowers, 2 utility vehicles, 2 sprayers, 1 aerator, 1 fertilizer spreader and 1 golf cart.

FISCAL YEAR 2026-2027 BUDGET SUPPLEMENTAL REQUESTS:

Aerator Trailer- \$5,500

Garbage Can/Ball Washer Replacements- \$1,500

BUDGET OVERVIEW:

Total Revenue- \$267,430

Total Expense- \$393,942

Clubhouse Exp- \$222,770

Grounds Exp- \$171,172

Personnel- \$47,322

Operations/Maintenance- \$73,850

Capital Projects- \$50,000

CAMPGROUND:

The campground offers 101 camping sites, onsite campground hosts receive hourly wage for hours worked and a free full hook up site. There are 4 hosts usually consisting of 2 couples. The campground does have firewood, ice and other items for sale.

An increase in long term guest requests and the need for larger sites has been noted. The campground has a large area mower, a weed eater and a utility vehicle for the hosts to use.

FISCAL YEAR 2026-2027 BUDGET SUPPLEMENTAL REQUESTS:

Picnic Table Concrete Pads- \$7,500

BUDGET OVERVIEW:

Total Revenues-	\$195,000	
Expenses-	\$202,476	
Personnel-	\$101,026	50% of the total expense
Operations/Maintenance-	\$ 88,950	44%
Capital Projects-	\$ 12,500	6%

****Note: Transfers between funding sources are not included to get a clear picture of revenue vs expenses per department****

POLICE DEPARTMENT

The Storm Lake Police Department provides 24-hour law enforcement services to the City of Storm Lake. The department currently consists of 20 sworn Police Officers, 1 Civilian Office staff members and 3 Civilian Volunteers (two chaplains and one tactical team medic).

The Storm Lake Police Department Patrol Division is made up of 4 Lieutenants and 14 patrol officers. Each Lieutenant oversees a patrol shift consisting of two to three patrol officers.

The patrol division is primarily responsible for answering calls for service which include:

- Responding to emergency calls
- Taking criminal complaints
- Enforcing traffic laws
- Addressing quality of life issues
- Investigating vehicular accidents
- Preliminary Investigation of crimes
- Community Policing
- Networking with other community service providers
- Enforcing city and state criminal laws
- Animal Control

The Criminal Investigation Division (CID) is made up of 2 detectives supervised by the Assistant Chief.

The investigation division is responsible for major case crimes and follow up investigations. SLPD Detectives provide the highest quality criminal investigations by conducting timely and thorough investigations using advanced investigative techniques and forensic equipment.

The Community Service Officer (CSOs) position was removed and the responsibilities transferred to the Code Enforcement Office because of restructuring and budget constraints.

The Police Department Special Services Division has specially trained officers in the following areas:

Tactical Entry Team (E-Team)
Hostage Negotiators
Clandestine Drug Lab Response Team
Underwater Search and Recovery Dive Team
Sexual Assault Response Team (SART)
Drone Pilots
K-9 Unit
Narcotics Unit
Community Engagement / Community Outreach

REVENUES:

The operations for the Storm Lake police department budget are covered by the City's general fund with other revenue coming from fines and fees outlined in the City's fee resolution.

CURRENT FEE RESOLUTION

<u>Fee</u>	<u>Rate</u>	<u>Code Reference</u>
Administrative Fee	\$ 50.00	
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)	\$100.00	5-1-3
Cat License – Not Neutered/Spayed (per year)	\$ 30.00	8-4-2
Neutered/Spayed (per year)	\$ 20.00	
Dog License – Not Neutered/Spayed (per year)	\$ 30.00	8-3-2
Neutered/Spayed (per year)	\$ 20.00	
Animal License Handling Fee	Current USPS Rate	
Fingerprinting	\$ 20.00	
Impound/Storage Fee (per day)	\$ 50.00	8-6-5
Impound Storage Fee – felony related (per day)	\$ 50.00	
Parking Fine	\$ 25.00	9-11-4
Report Copies	\$ 5.00	
Police Escort Fee – per hour, per unit	\$100.00	5-1-3
Emergency Response and/or Cleanup of Material (per hour)		
Police Vehicle (per vehicle)	\$100.00	

FISCAL YEAR 2026-2027 BUDGET ADJUSTEMENTS:

Axon Body/Car Cam Agreement- \$100,750

BUDGET OVERVIEW

Total Revenues-	\$48,400	
Expenses-	\$3,870,922	
Personnel-	\$3,262,592	84% of the total expenses
Operations/Maintenance-	\$510,330	13%
Animal Control-	\$26,000	1%
Capital Projects-	\$72,000	2%

LIBRARY DEPARTMENT

The Storm Lake Public Library has 2 full-time employees and 6 part-time employees. Operations are governed by City administration and actions of Council-appointed members of the Storm Lake Public Library Board of Trustees. The longest serving Trustee is the Board President with over 20 years of continuous service. The library has been associated with the Friends of the Storm Lake Public Library since 1998, a fundraising non-profit corporation run by volunteer members. The Friends have purchased furniture for the children, teen, and main reading room, while providing all programming expenses.

The library serves 7,862 current card account patrons.

The library participates in a statewide interlibrary loan program with requests from public and academic libraries. Besides maintaining Storm Lake's library collection for a very diverse community; there are education and outreach programs, in-house public computers, and digital books through a Statewide program. The library is proud to offer a telemedicine video conference room to the public and is the only public library in Iowa to offer this service. The County Supervisors acknowledge the library's partnership with Linn Grove and Rembrandt Public Libraries. The library is in partnership with the Carvour Lab, University of Iowa Health for the Micronesian Service Navigator program on Tuesday afternoons and winter safety program. Another partner is the Buena Vista University Social Work Department for a Community Resource Intern.

Essential Services to the community include photocopying, faxing, and scanning services. The library is one of two places in the community offering these services.

REVENUES:

The operations for the Storm Lake library budget are covered by the City's general fund with other revenue coming from late fees and services outlined in the City's fee resolution. The library also requests funding from Buena Vista County on an annual basis for support.

FISCAL YEAR 2026-2027 BUDGET ADJUSTMENTS:

Additional Concrete Paving-	\$ 3,500
Additional Materials-	\$10,000
Additional Supplies-	\$ 7,500

Memorial Funds

The City keeps a number of memorial funds. During their monthly meetings, the Storm Lake Library Board of Trustees receives the Memorial Funds for acknowledgement. Among them are limitations on the usage of funds.

Current fund balances for the Memorial Funds are \$156,923 in Library Memorials and \$243,750 from the John G. Black Family.

Library Memorial Funds

Estimated Revenues: \$ 9,535

Projected Expenses: \$ 8,330

Capital Projects: \$22,000

BUDGET OVERVIEW

Total Revenues- \$27,477

Expenses- \$475,610

Personnel- \$341,196

Operations/Maintenance- \$119,414

Capital Projects- \$15,000

72% of the total expenses

25%

3%

BUILDING & CODE ENFORCEMENT

Building and code compliance enforcement is vital to community safety and economic development. The Department acts as “first preventers” and operates in coordination with Public Safety. The intent of the Department's code regulations is to establish minimum requirements to provide a reasonable level of safety, public health, and general welfare. It protects Storm Lake residents from hazards that may arise, such as fire, electrical shock, nuisances, and structural failures. Economic benefits include abatement of nuisances, higher property values, and attraction of future developers.

The Storm Lake Building Department consists of three full-time employees who inspect and enforce national and local building codes for new construction and remodels. Additionally, the Building Inspector and Building and Code Compliance Director are responsible for storm water inspections, rental housing inspections, enforcement of the Zoning Ordinance, working with the Planning and Zoning Commission and Board of Adjustment, dangerous building inspections, flood plain management and coordinating with the other City Departments on areas of overlap. The City's Code Enforcement Officer inspects and enforces the City Property Maintenance Code, schedules rental inspections, inspects sidewalks, performs storm water inspections, inspects rental housing, and schedules building inspections, as well as setting up Planning and Zoning Commission and Board of Adjustment meetings.

The Building and Code Compliance Department inspectors completed numerous tasks in 2025 to achieve goals of the City Council and the Department, which included the following number of inspections per type of inspection and the approximate time associated with the different types of inspections:

- **Building Inspections-** 386 hours. Inspections vary in time from 30 minutes to 1.5 hours.
- **Site Inspections-** 115 hours. 30 minutes per site inspection
- **Rental Inspections-** 176 hours. Inspections vary in time from 30 minutes to 40 minutes.
- **Sidewalk Inspections-** 275 hours. Completion requires approximately 1 hour per inspection.
- **Plan Review-** 45 hours. Plan review varies in time depending on the project from 30 minutes to several days for larger commercial projects.
- **Property Maintenance-** 1,201 hours. Property Maintenance cases vary over time depending on the specific case. 30 minutes to several hours per case.
- **Storm Water Inspections-** 7 hours. 30 Minutes per inspection
- **Meetings -** 810 hours. 30 to 60 minutes per meeting

FACTORS AFFECTING THIS BUDGET YEAR:

- Revenue that is generated by permit fees varies depending on construction demand.
- The increased amount of code cases for nuisance abatement will result in increased costs related to processing them.
- The age of Department vehicles will cause increased costs of maintenance as they get older.
- The number of requests to be processed for Planning and Zoning and Board of Adjustment meetings.
- Measures are taken to operate as efficiently as possible, while still providing the services to the community, which benefit Storm Lake.

REVENUES:

The operations for the Storm Lake Building Department budget are covered by the City's general fund with permitting and registration revenues.

The budget is based on historical operational costs and revenue. Revenue that is generated by permit fees is volatile and varies depending on construction demand. Permit fees are determined based on construction valuation; the permit fees are reviewed on a regular basis and were updated in 2025.

CURRENT FEE RESOLUTION ATTACHED:

FISCAL YEAR 2026-2027 BUDGET ADJUSTMENTS:

Luminance Meter- \$1,000

BUDGET OVERVIEW

Total Revenues- \$46,000

Expenses- \$202,546

Personnel- \$162,406

Operations/Maintenance- \$40,140

80% of the total expenses

20%

BUILDING DEPARTMENT FEES

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)	\$150.00	5-1-1
Demolition Permit	\$100.00	
Pool Inspection	\$20.00	8-8-11
Re-inspection Fee (after 1 per inspection)	\$75.00	
No Show Fee (per event)	\$75.00	
Rental Registration Fee – Yearly (July 1st – June 30th)		
Base Registration Fee (per parcel and 1 unit)	\$20.00	5-8-9
Additional unit in excess of 1 (per unit)	\$10.00	5-8-9
Late Registration Fee - Per Landlord License	\$75.00	5-8-9
Additional unit in excess of 1 (up to 6 units)	\$75.00	
Property Maintenance Ordinance Appeal	\$150.00	Zoning Ord.
Variance Request	\$150.00	Zoning Ord.
Zoning Request	\$300.00	Zoning Ord.
Conditional Use	\$300.00	Zoning Ord.
Sub-Division Application Fee	\$300.00	
Sidewalk Repair Permit Fee	\$0	
Pigeons Permit Fee (Per Unit)	\$100.00	8-1-1(A)(18)

Building & Sign Permit Fees

Building & Sign Permit <\$1,200	\$30.00	5-2-2
Building & Sign Permit \$1,200-2,000		5-2-2
\$30.00 + \$2.88 for each additional \$100.00 over \$1,200		
Building & Sign Permit \$2,001-25,000		5-2-2
\$53.04+ \$9.16 for each additional \$1,000.00 over \$2,000		
Building & Sign Permit \$25,001-50,000		5-2-2
\$263.72 + \$6.22 for each additional \$1,000.00 over \$25,000		
Building & Sign Permit \$50,001-100,000		5-2-2
\$419.22+ \$4.15 for each additional \$1,000.00 over \$50,000		
Building & Sign Permit \$100,001 or more		5-2-2
\$626.72+ \$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

ECONOMIC DEVELOPMENT

Our economic development strategies are based on the needs, assets, and goals of the Storm Lake community. The Economic Development Department seeks to improve economic well-being and quality of life by encouraging business investment opportunities and supporting business retention, expansion, attraction, and job creation to maintain a healthy economy and increase our tax base.

The City of Storm Lake through the Development Services Specialist is committed to promoting and sustaining a strong, successful business climate by providing assistance and support with grants, loans, business and financial planning, apprenticeship programs, retail recruitment, expansion, retention, succession planning and development opportunities.

Comprehensive Economic Development requires the support of elected officials and partner organizations. The Development Services Specialist works closely with City Council, Iowa Economic Development Authority, Small Business Development Center, Iowa Lakes Corridor Development, Iowa Workforce Development, NW Iowa Planning and Development, Buena Vista University (The Foundry) and Iowa Central Community College.

Economic Development Highlights:

- Conducted 35 Business Retention and Expansion visits (BRE).
- Assisted several business owners with succession and leadership transition planning.
- Worked with developers to identify suitable land for future housing projects.
- Maintained and updated LOIS, a national online location analysis tool that promotes available sites and building inventory for Storm Lake.
- Met with 18 local entrepreneurs and provide strategic business planning and site location assistance.
- Facilitated disaster recovery efforts by coordinating temporary site placements for storm-impacted businesses.
- Attended DEV 25 Economic Development Conference.
- Worked to fill vacant properties by connecting the building owners with entrepreneurs interested in starting a new business.
- Assisted in the collection of data for Maxfield Research & Consulting to complete a Comprehensive Housing Needs Assessment.
- Built a Webinars, Workshop & Podcast page on the city website to provide online access to topics and help owners grow their business and expand their career skills.
- Spearheaded the Ad Hoc Downtown Signage Committee and delivered recommendations to City Council, for comprehensive overhaul of Article 10 Sign Regulations. Integrated modern technology standards and historic preservation while streamlining code clarity and public safety.
- Assisted the Iowa Lakes Corridor in the collection of data for UNI wage and benefit survey.
- Guest speaker on Housing at ISU Extension and Outreach “Siouxland’s Legacy of Workforce Opportunity” Conference.

- Collaborated with state and local agencies—including the IEDA, SBDC, Iowa Workforce Development, ILCDC, SLU, The Foundry and ICCC pertaining to grants, loans, business and financial planning, apprenticeship programs, and development opportunities.

FACTORS AFFECTING THIS BUDGET YEAR

There were no unforeseen expenses in the current year.

FISCAL YEAR 2026-2027 BUDGET ADJUSTMENTS

Iowa Lakes Corridor Membership-	\$37,600
Storm Lake United Membership-	\$30,000
NW IA Planning & Dev Member-	\$ 7,325
Hometown Pride Support-	\$12,000

BUDGET OVERVIEW

Expenses- \$281,765

Administration

General Fund

The General Fund is the primary ledger accounts that record all assets and liabilities of the City which are not assigned to a special purpose. The primary divisions of the General Fund include: Public Safety, Code Enforcement, Airport, Library, Parks, Campground, Golf Course, Economic Development, Finance, Administration, Cottages, and Outdoor Water Park.

Airport:

Revenues- \$267,600

Expenses- \$256,384

Transit System:

Operating Expense- \$11,000

Municipal Band:

Operating Expenses- \$8,080

Community Education:

Operating Expenses- \$115,250

Mayor, City Council &, Manager:

Payroll- \$91,287

Franchise Fees:

Revenues- \$1,267,350

Expenses (CIP & Programs)- \$1,195,400

Policy & Administration:

Revenues- \$189,575

Payroll- \$175,651

Operating Expenses- \$462,507

Kids Fest- \$15,000

Breakfast with Santa- \$3,000

Code Updates- \$19,950

Legal Services- \$125,000

Insurance- \$307,797

Outside Agency- \$52,500

Cottages:

Revenues- \$131,800

Operating Expenses- \$115,330

Outdoor Water Park:

Revenues- \$437,800

Operating Expenses- \$460,238

Local Option Sales Tax

Local Option Sales Tax is the 1% voter approved specific purpose tax that is returned to the City for streets, buildings, debt retirement and capital improvements.

Estimated Revenues: \$1,778,826
Debt Expenses: \$ 212,564
Capital Expenses: \$1,565,721

Hotel Motel Tax

Hotel Motel Tax is the tax generated and returned to the community from recreation. Per Section 422A.2(4)(a) of the Code of Iowa, 50% of this revenue must go back into the community for recreation, culture and tourism ,and related debt.

Estimated Revenues: \$432,600
Debt Expenses: \$143,148
Capital Expenses: \$288,000
Marketing & Tourism: \$ 50,000

Sales Tax Increment Financing Fund

As part of our flood mitigation projects, the State enacted a STIFF program to assist with offsetting costs for flood mitigation projects. These funds are used to repay bonds incurred by flood mitigation projects.

Estimated Revenues: \$249,000
Debt Expenses: \$249,000

Tax Increment Financing

Tax Increment Financing is a public financing method used as an incentive for redevelopment, infrastructure, and other community improvement projects. TIF is a way for the City to divert future property tax revenue increases from a defined area (Urban Renewal Area) toward an economic development or public improvement project in the community. The City currently has 5 Urban Renewal Areas:

Industrial Park URA

Projected Revenues:	\$2,639,227
Debt Repayment Expenses:	\$2,639,227

Bargloff URA

Projected Revenues:	\$435,867
Debt Repayment Expenses:	\$435,867

LMI #3 URA

Projected Revenues:	\$34,207
Debt Repayment Expenses:	\$34,207

LMI #4 URA

Projected Revenues:	\$32,725
Debt Repayment Expenses:	\$32,725

Donations

The City of Storm Lake maintains several donation funds which are earmarked for specific purposes. These funds are collected and disbursed accordingly per the use of the funds. The City will have a full donation plan implemented by July 1st, 2023.

Crime Prevention

Estimated Revenues:	\$3,500
Projected Expenses:	\$3,500

Parks

Estimated Revenues:	\$1,000
Projected Expenses:	\$1,000

Law Enforcement Funds

The City maintains evidence funds for the Public Safety Department which are held for a judge's ruling.

Law Enforcement

Estimated Revenues:	\$5,500
Projected Expenses:	\$5,500

Evidence

Estimated Revenues:	\$0
Projected Expenses:	\$0

***Note: Transfers between funding sources are not included to get a clear picture of revenue vs expenses per division. Transfers were approved during the CIP process.