

**CITY OF STORM LAKE
REGULAR COUNCIL SESSION MEETING
CITY HALL - COUNCIL CHAMBERS
JULY 20, 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. Board Of Adjustment Variance Application Information.
- b. Motion To Approve 2026 Kiwanis Sprint Triathlon / Duathlon Request
- c. Motion To Approve Kiwanis Car Show And Activities In The Park Request
- d. Buy Local Information
- e. City Code Enforcement Summary

E. Unfinished Business

F. New Business

1. Motion To Approve Witter Gallery Request
2. FB Storm Lake II Presentation
3. Public Hearing On The Proposal To Convey A Portion Of East 2nd Street To St. Mary's School.
4. Resolution No. 09-R-2026-2027 Approving Conveyance Of A Portion Of East 2nd Street To St. Mary's School.
5. Ordinance No. 02-O-2026-2027 Amending City Code Increasing Property Maintenance Penalties - 2nd Reading.
6. Motion To Approve A Service Agreement With Dorsey & Whitney LLP For The Water Treatment Plant Planning & Development Phase

7. Work Session Personal Mobility Devices Ordinance
8. City Council Requested Items / City Council Updates

G. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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

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Staff Summary

7/20/2026

Agenda Item # D.1.



City of Storm Lake
PO Box 1086
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REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of Bills
- Approve King's Pointe And Sunrise Pointe Golf Course Disbursements
- Approve June 29, 2026, Special City Council Minutes And July 6, 2026, Regular City Council Minutes
- Approve 5-Day Event Liquor Licenses For Thirsty Pigs and Lucky Wife Wine Slushies For Wood, Wine & Blues
- Board Of Adjustment Variance Application
- Approve 2026 Kiwanis Sprint Triathlon/Duathlon Request
- Approve Kiwanis Car Show And Activities In The Park Request
- Approve Buy Local Information
- Approve City Code Enforcement Update

FISCAL IMPACT: City Will Pay The Following Expenditures:

- List of Bills: \$762,608.76
- King's Pointe & Sunrise Pointe Golf Course Bills: \$317,354.27

RECOMMENDATION:

ATTACHMENTS:

1. 7/20/2026 City Claims Expense Report
2. 7/20/2026 King's Pointe Claims 7.3.2026 to 7.16.2026
3. 06/29/2026 Special City Council Minutes

4. 07/06/2026 City Council Minutes
5. Lucky Wife Wine Slushies 5 Day Liquor Application 2026
6. Thirsty Pigs 5 Day Liquor Application 2026



Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Buena Vista County Emergency Managen	BVC	FY2027 EM Assessment	3,380.70
Buena Vista Rifle and Pistol Club	BVC	FY2027 Membership Dues	1,200.00
Joyce's Greenery LLC	BVC	Spooner Sign Maintenance - June 2026 - Mir	905.00
Buena Vista County Solid Waste	BVC	Commercial Waste	106.64
	BVC Total:	5,592.34	
Contract/Agreement			
I & S Group, Inc	Contract/Agreement	Professional Services	12,280.00
SCE, LLC	Contract/Agreement	Fire Hydrant Replacement	11,255.00
I & S Group, Inc	Contract/Agreement	Professional Services	14,428.38
Storm Lake Public Library Gallery Guild In	Contract/Agreement	FY2027 Grant Agreeemen	6,000.00
I & S Group, Inc	Contract/Agreement	Professional Services	5,943.75
Local Government Professionals Services	Contract/Agreement	Storm Lake Code Update - Down Payment	4,500.00
I & S Group, Inc	Contract/Agreement	Professional Services	8,908.30
Bolton & Menk, Inc	Contract/Agreement	Bidding & Design Service	2,500.00
Midwestern Mechanical of Iowa, Inc	Contract/Agreement	Air Conditioner Repair	2,419.86
I & S Group, Inc	Contract/Agreement	Professional Services	3,451.17
	Contract/Agreement Total:	71,686.46	
Local			
MidAmerican Energy Company	Local	91230-94002 Electric Services	75,370.05
Rebnord Technologies, Inc	Local	City Hall PC Rotation	36,899.00
Kwik Trip Inc	Local	Fuel	9,919.59
Jim Bartholomew	Local	July 2026 Airport Contract	6,478.30
Growmark Inc New Century FS	Local	Fuel	5,315.62
Verizon Wireless Services LLC	Local	Cell Phone Service	3,803.93
Central Bank	Local	Services	2,412.04
Rebnord Technologies, Inc	Local	SCADA UPS Units	4,249.25
Iowa Office Supply Inc	Local	Chairs	1,698.72
Smith Concrete Service Inc	Local	Concrete	3,047.50
A & A Automotive	Local	P5 - Brakes	1,483.25
The Storm Lake Times	Local	June 2026 Publications	1,174.85
Vetter Equipment	Local	Tractor Repair	693.45
Smith Concrete Service Inc	Local	Concrete	690.00
McCrea Eneterprises	Local	Paint	586.32
A & A Automotive	Local	P6 - Tires	443.48
Edwards Storm Lake	Local	2024 Tahoe - Battery	413.39
Hy-Vee, Inc	Local	Supplies	405.67
Stanton Electric, Inc	Local	Erlectrical Repairs	403.27
Smith Concrete Service Inc	Local	Concrete	402.50
Plumbing & Heating Wholesale, Inc	Local	Plumbing Supplies	393.20
Stanton Electric, Inc	Local	Electrical Repair	370.00
Edwards Storm Lake	Local	2024 Tahoe - Battery	327.99
Community First Broadcasting	Local	Advertising - Kidsfest	472.50
Storm City Auto Parts, Inc	Local	Hub Assembly	218.46
Storm Lake Cycles, Inc	Local	Axle Kit	204.98
Rebnord Technologies, Inc	Local	Staff Monitor Replacement	199.95
McCrea Eneterprises	Local	Paint Supplies	189.00
Marcus Lumber Company Corp	Local	Building Materials	157.89
BV Vet	Local	Vet Medicine	150.92
Rebnord Technologies, Inc	Local	Toner	129.95
McCrea Eneterprises	Local	Paint	126.00
Plumbing & Heating Wholesale, Inc	Local	Filters	125.28
Stanton Electric, Inc	Local	Electrical repair	100.99
Qwest Corporation	Local	Phone Service	100.68

My Buy Local_v1
Payment Date Range: 07/09/2026 - 07/22/2026

Vendor Name	Buy Local Info	Payable Description	Total Payments
Stanton Electric, Inc	Local	SL Sign Repair	86.32
O'Reilly Automotive Inc	Local	Filters/Wipers	82.02
Storm Lake Cycles, Inc	Local	Bearing Kit	70.95
McCrea Eneterprises	Local	Paint, Supplies	127.85
Buena Vista Regional Medical Center	Local	June 2026 Memberships - 3	60.00
Larson Oil & Distributing Co, Inc	Local	Propane	42.72
Rebnord Technologies, Inc	Local	Keyboard	39.95
Larson Oil & Distributing Co, Inc	Local	Propane	71.20
Rent-All, Inc	Local	Blade	33.00
McCrea Eneterprises	Local	Paint/Stain	26.12
Culligan Water Storm Lake	Local	Water Supplies	14.25
McCrea Eneterprises	Local	Paint Supplies	10.50
Vetter Equipment	Local	Tractor Repair	-668.38

Local Total: 159,154.47
Non-Local

Axon Enterprises, Inc	Non-Local	Axon Body/Car Cam	100,749.70
Speed's Automotive Supply, Inc	Non-Local	Club Car Carryall	14,918.00
Hawkins, Inc	Non-Local	Chemicals	11,838.60
Mississippi Lime Company	Non-Local	Lime	33,255.46
iWorQ Systems, Inc	Non-Local	Annual Subscription	8,500.00
Environmental Products & Accessories, L	Non-Local	Tools/Supplies	4,913.78
Electric Pump Inc	Non-Local	Crane Pump	4,825.74
K & W Electric, Inc	Non-Local	Troubleshoot Reels/Papis	4,255.75
Chem-Sult, Inc	Non-Local	Sodium Chlorite	4,238.24
State Industrial Products Corporation	Non-Local	Wastewater Program	3,997.76
Bend Mailing Services, LLC	Non-Local	Bill Printing Services	3,637.98
OverDrive, Inc	Non-Local	Annual Bridges E-book Content Fee	3,568.01
Road Machinery & Supply Co	Non-Local	Payloader Maintenance - Less Tax	3,001.44
Dakota Supply Group	Non-Local	Intakes. Rings	2,957.83
EBSCO Industries, Inc	Non-Local	Annual Wilson Subscription	2,616.00
Linde Inc	Non-Local	Carbon Dioxide	2,570.73
Magazine Subscription Service Agency	Non-Local	Annual Renewal Of Periodicals	2,307.31
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	2,187.00
Biblionix, LLC	Non-Local	Annual Biblionix Apollo Subscription	2,040.00
NW Iowa Planning & Development Comm	Non-Local	SHIELD FY2027 - 1st Draw	2,000.00
Alex Air Apparatus 2 LLC	Non-Local	Nozzles	1,738.65
RL Fridley Theatres, Inc	Non-Local	Movie With A Cop Tickets	1,660.00
Core & Main LP	Non-Local	Water Meter	1,655.55
Pitney Bowes Inc	Non-Local	Postage	1,500.00
Iowa Department of Natural Resources	Non-Local	FY2027 PWIS Annual Fee	1,230.48
Thompson Electric Company	Non-Local	Simon Software	2,400.00
Axon Enterprises, Inc	Non-Local	Axon Taser	1,148.50
Lou's Gloves, Incorporated	Non-Local	Gloves	1,140.00
Trane U.S. Inc.	Non-Local	Air Conditioner Repair - Less Tax	1,094.80
Midwest Breathing Air, LLC	Non-Local	Equipment Air Tests	969.19
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	817.50
Datatel Communications Inc	Non-Local	Monthly IVR Services	714.66
Des Moines Area Community College	Non-Local	WW Training - Stamper	625.00
Alex Air Apparatus 2 LLC	Non-Local	Gloves	608.24
Dave's Sand & Gravel, Inc	Non-Local	Rock	561.93
Ross Parcel	Non-Local	Chemicals	556.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	553.25
CTK Group LLC	Non-Local	Training	1,050.00
D & J Lake Service, Inc	Non-Local	Boat Repair	433.64
Schumacher Elevator Company	Non-Local	Elevator Maintenance	431.55
R & R Products, Inc	Non-Local	Reel - Fairway Mower	427.40
Blue to Gold, LLC	Non-Local	Law Enforcement Training	395.00
HD Supply, Inc	Non-Local	Parts/Supplies	336.08
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	336.00
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	332.84

My Buy Local_v1
Payment Date Range: 07/09/2026 - 07/22/2026

Vendor Name	Buy Local Info	Payable Description	Total Payments
VEIT, LLC	Non-Local	Copier Maintenance Agreement	323.37
Vernon Library Supplies	Non-Local	Catalogging Barcodes	257.56
Schumacher Elevator Company	Non-Local	Elevator Maintenance	253.02
General Traffic Controls	Non-Local	Traffic Signal Parts	247.20
Brodart Co.	Non-Local	Books, Filters	214.78
ABC Pest Control, Inc	Non-Local	Pest Control Services	199.50
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	195.12
Island Sprinkler Supply Company	Non-Local	Sprinkler Parts	173.47
Builders Sharpening & Service LLC	Non-Local	Parts	163.34
James M. Sweeney & Associates, Inc	Non-Local	Background Check	163.00
R & R Products, Inc	Non-Local	Fairway Mower Parts	153.32
Iowa Parks and Recreation Association	Non-Local	IPRA Memberships	150.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	135.00
Intoximeters, Inc	Non-Local	Drygas	135.00
General Traffic Controls	Non-Local	Relay - Traffic Light	133.00
Ed M. Feld Equipment Company, Inc	Non-Local	Quarterly Alarm Monitoring - WWTP	120.00
Language Line Services, Inc	Non-Local	Interpretation Service	105.52
VEIT, LLC	Non-Local	Copier Maintenance Agreement	99.52
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	95.50
Laurens House of Print Ltd	Non-Local	Interrogation Cards	93.75
VEIT, LLC	Non-Local	Copier Maintenance Agreement	89.95
Builders Sharpening & Service LLC	Non-Local	Drive Belt	84.47
R & R Products, Inc	Non-Local	Seals, Bearings	76.75
James M. Sweeney & Associates, Inc	Non-Local	Background Check	74.50
Iowa Lakes Regional Water	Non-Local	Water Service	67.40
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	60.00
Ross Parcel	Non-Local	Chemical	60.00
Tyler Technologies, Inc	Non-Local	Utility Billing Notification Services	55.50
VEIT, LLC	Non-Local	Copier Maintenance Agreement	50.69
Joshua Beeck	Non-Local	Window Cleaning Services	50.00
Aurelia Lumber Company Inc	Non-Local	Lumber	46.40
Kasperbauer Cleaners, Inc	Non-Local	Entrance Mat Services	44.78
VEIT, LLC	Non-Local	Copier Maintenance Agreement	41.32
Builders Sharpening & Service LLC	Non-Local	Resistor	40.72
Salus LLC	Non-Local	June 2026 Monthly Membership	40.00
VEIT, LLC	Non-Local	Copier Maintenance Agreement	34.69
Menards, Inc	Non-Local	Plumbing Supplies/Hinges	33.74
Ingram Library Services, Inc	Non-Local	Standing Order Books	85.80
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	28.00
Ingram Library Services, Inc	Non-Local	Standing Order Books	137.25
Ed M. Feld Equipment Company, Inc	Non-Local	Charge Cord	27.10
Staples, Inc	Non-Local	Office Supplies	11.46
UPS	Non-Local	Shipping	1.15
Staples, Inc	Non-Local	Office Supplies	-7.56
Non-Local Total:		245,740.67	

Payroll/Refunds

Ronald Covert	Payroll/Refunds	All Iowa Conference - Lodging, Registration	209.36
Camden Villhauer	Payroll/Refunds	5/5/2026 Class Mileage	179.20
Custodian of Petty Cash	Payroll/Refunds	April - June 2026 Postage	94.30
Payroll/Refunds Total:		482.86	
Grand Total:		482,656.80	

King's Pointe Resort

Claims Publication

From 7/3/2026 to 7/16/2026

Vendor	Description	Amount
360 Custom Design	Supplies	\$ 3,834.90
ACCO Unlimited	Supplies	\$ 3,745.77
Alliant Energy	Utilities	\$ 3,017.51
Alpha Media	Advertising	\$ 2,735.00
Amazon Capital Services	Supplies	\$ 1,103.95
Bongaars	Supplies	\$ 419.99
Central Iowa Distributing	Supplies	\$ 245.00
City of Storm Lake	Utilities	\$ 4,080.84
Clearent	Services	\$ 1,179.41
Doll Distribution	Beverages	\$ 2,073.90
ECO LAB	Supplies	\$ 232.66
Feld Fire/Security	Services	\$ 97.65
Fintech	Services	\$ 69.39
Frigitec Inc	Supplies	\$ 1,350.09
Fullsteam	Services	\$ 163.00
Goodwin Tucker Group	Supplies	\$ 752.90
Grainger	Supplies	\$ 1,183.34
Guest Supply	Supplies	\$ 5,702.30
HyVee	Supplies	\$ 874.99
Iowa Information Inc	Services	\$ 35.00
Johnson Brothers	Beverages	\$ 3,052.00
Julius Cleaners	Services	\$ 239.00
Kelli's Gift Shop Suppliers	Supplies	\$ 802.46
King's Pointe Resort	Services	\$ 89.60
King's Pointe Resort Payroll- 7/9	Payroll	\$ 150,627.09
Kwik Trip Inc	Supplies	\$ 193.28
Lamar Companies	Services	\$ 2,090.00
Long Lines	Utilities	\$ 765.88
Marcus Lumber Co	Supplies	\$ 99.99
Martin Brothers	Food	\$ 26,988.45
Mid American Energy	Utilities	\$ 29,134.09
Mitsubishi HC Capital America	Services	\$ 785.27
Mood Media	Services	\$ 137.49
Pepsi Beverage Co	Beverages	\$ 6,625.87
Plumbing & Heating Wholesale	Supplies	\$ 650.35
Power Solutions	Services	\$ 681.62
Quore Systems LLC	Services	\$ 308.23
Rebnord Technologies	Services	\$ 3,218.33
S&L Hospitality	Agreement	\$ 5,430.00
S&L Hospitality	Services	\$ 2,812.77
SGS LLC dba Garbage Hauling	Utilities	\$ 63.00
Storm Lake Ace Hardware	Supplies	\$ 647.02

Symmetry Energy Solutions	Utilities	\$ 5,431.25
Sysco Iowa Inc	Food	\$ 24,776.49
Vestis	Services	\$ 1,552.53
Visual Edge IT	Services	\$ 560.23
Water Safety Products Inc	Supplies	\$ 646.42
Zone Home Entertainment	Services	\$ 2,520.99
		\$ 303,827.29

King's Pointe OWP

Claims Publication

From 7/3/2026 to 7/16/2026

Vendor	Description	Amount
ACCO Unlimited	Supplies	\$ 4,285.90
Amazon Capital Services	Supplies	\$ 368.58
Clearent LLC	Services	\$ 412.23
Plumbing & Heating Wholesale	Supplies	\$ 10.98
S&L Hospitality	Agreement	\$ 1,500.00
Storm Lake Ace Hardware	Supplies	\$ 83.94
		\$ 6,661.63

Sunrise Pointe Golf Course

Claims Publication

From 7/3/2026 to 7/16/2026

Vendor	Description	Amount
360 Custom Design	Supplies	\$ 766.94
Alliant Energy	Utilities	\$ 88.86
Doll Distribution	Beverages	\$ 1,196.35
ECO LAB	Supplies	\$ 130.11
Fintech	Services	\$ 69.39
HyVee	Supplies	\$ 151.16
Johnson Brothers	Beverages	\$ 293.40
Kosky Kountry Meats	Supplies	\$ 429.00
Laurens House of Print	Supplies	\$ 162.98
Loews Carpet One	Supplies	\$ 93.78
Long Lines	Utilities	\$ 36.95
Mid American Energy	Utilities	\$ 757.00
Mike's Lawn Service	Services	\$ 204.89
Pepsi Beverage Co	Beverages	\$ 892.54
S&L Hospitality	Agreement	\$ 750.00
Storm Lake Ace Hardware	Supplies	\$ 27.98
Sysco Iowa Inc	Food	\$ 814.02
		\$ 6,865.35

SPECIAL COUNCIL MEETING, CITY OF STORM LAKE, CHAUTAUQUA SHELTER HOUSE, JUNE 29, 2026, 5:30 PM

CITY OF STORM LAKE, SPECIAL COUNCIL MEETING, CHAUTAUQUA SHELTER HOUSE JUNE 29, 2026, 5:30 PM

Present: Mayor Margaret J. McKeon, Council Members Richard Riner, Don Piercy Jr., Maggie Martinez, and Matt Ricklefs. Absent: Council Member Matt Rickles.

Staff Present: City Manager Keri Navratil, Assistant City Manager David Derragon, Police Chief Chris Cole, Communications Coordinator Dana Larsen, Public Services Director Brandon Ripke, and City Clerk Mayra Martinez.

Media Present: Lindsay Kruse with KAYL Radio.

Mayor McKeon called the meeting to order at 5:30 pm.

New Business

Public Forum Reference the Use Of E-Bikes, E-Scooters, Mini-Bikes, Electric Motorcycles And Similar Motorized Devices within The City Limits Worksession - Several Community members raised widespread safety concerns about e-bikes/e-scooters: risky behavior, children unsafely riding, and near-misses with vehicles. Multiple residents gave recent, first-hand examples. Residents reported frequent unsafe uses: children riding on sidewalks, in streets, double-riding, towing other kids, riding behind/between cars, and use while distracted (phones). Many incidents occurred near parking lots and downtown angle-parking. City staff noted limited police capacity for proactive trail/pedestrian patrols; officers currently engage by stopping and speaking with riders when encountered. Community-proposed tactics: free classes for kids and parents, helmet giveaways (historical model via insurance companies), outreach via National Night Out (first Tuesday in August), and neighborhood-level conversations. Concern raised that education alone may be insufficient without enforcement “teeth”; residents suggested combining education with pending ordinance language and interim notification that an ordinance is pending to encourage voluntary compliance. Council committed to a follow-up work session on July 20 to review ordinance options and gather more technical/legal input. A demonstration showing real speeds on three electronic mobile devices were performed by Byran Soumetho, David Lody, and Ben Davis.

Adjourn - Mayor McKeon adjourned at 6:44 pm.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JULY 6, 2026, 5:00 PM

CITY OF STORM LAKE, REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS, JULY 6, 2026, 5:00 PM

Present: Mayor Meg McKeon, Council Members Richard Riner, Matt Ricklefs, Maria Ramos, Don Piercy Jr., and Maggie Martinez (via Zoom). Absent: None.

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

Media Present: Lindsay Kruse with KAYL Radio.

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

Pledge of Allegiance

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

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

Hear the Public – No comments from the public

Consent Agenda - Moved by Council Member Ramos to approve the Consent Agenda which includes List of bills Chk #'s 84182 through 84254, EFT #s 1939, 7693 through 7746, DFT #'s 3194 through 3211, approve King's Pointe and Sunrise Pointe disbursements, approve June 15, 2026, City Council minutes, approve renewal liquor licenses for Valentina's Meat Market and Hy-Vee Fast & Fresh, approve renewal tobacco license for Hy-Vee Fast & Fresh, approve renewal tobacco device permit for R Smoke Plus)Carroll's Tobacco Outlet Plus LLC), approve appointment of Amanda Goodenow to the BOA Board - Renewal Application - 5 year term, approve appointment of Kevin McKinney to Civil Service Board - New Application - 4 year term, approve Step Up and Run half marathon and 5K event for September 5, 2026, approve BVU Welcome Week and move in/out requests 2026-2027, approve the FY2027 Witter Gallery grant agreement, approve the FY2027 Upper Des Moines grant agreement, approve the FY2027 Imagine The Possibilities grant agreement, approve Buy Local information, and approve City Code Enforcement update.. Seconded by Council Member Riner. Vote: All ayes. Motion carried.

Unfinished Business – No items

New Business

Noise Variance - Moved by Council Member Ramos to approve a noise variance request for 316 Ontario Street for July 18, 2026. Seconded by Council Member Riner. Vote: Aye Votes: Council Members Martinez, Ricklefs, Ramos, and Riner. Nay votes: Council Member Don Piercy Jr.. Motion carried.

Kiwanis Beavers Bike Ride - Moved by Council Member Piercy Jr. to approve the Kiwanis Beavers Bike Ride request for Saturday August 29, 2026\.. Seconded by Council Member Ricklefs. Vote: All ayes. Motion carried.

Ridiculous Days Farmers' Market - Moved by Council Member Ricklefs to approve a temporary street closure of the 500 Block of Lake Avenue for the Ridiculous Days Farmers' Market. Seconded by Council Member Piercy Jr.. Vote: All ayes. Motion carried.

East 2nd Street Vacation- Moved by Council Member Piercy Jr. to approve to waive second reading of Ordinance No. 01-O-2026-2027 proposed vacation of a portion of East 2nd Street. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

Moved by Council Member Ramos to adopt on third reading Ordinance No. 01-O-2026-2027 proposed vacation of a portion of East 2nd Street. Seconded by Council Member Ricklefs. Roll call vote: All ayes. Motion carried.

ORDINANCE NO. 01-O-2026-2027

AN ORDINANCE VACATING OF A PORTION OF THE RIGHT-OF-WAY FOR EAST SECOND STREET WITHIN LOTS 8 AND 9 OF BLOCK FORTY-ONE OF THE ORIGINAL TOWN OF THE CITY OF STORM LAKE

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

WHEREAS, Iowa Code Section 306.12 requires that all adjoining property owners, affected utility companies, the Iowa Department of Transportation, and the County Board of Supervisors be notified by certified mail regarding the proposed roadway vacation; and

WHEREAS, the City Council now wishes to proceed with the vacation of a portion of the right-of-way for East Second Street within Lots 8 and 9 of block forty-one of the original town of the City of Storm Lake; and

NOW, THEREFORE, be it ordained by the City Council of the City of Storm Lake, Iowa:

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

SECTION 2: That a portion of the right-of-way for East Second Street within Lots 8 and 9 of block forty-one of the original town of the City of Storm Lake is hereby vacated. The right-of-way is described as follows:

A PART OF EAST SECOND STREET LOCATED IN THE ORIGINAL TOWN OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The north five feet (N. 5') of the platted eighty foot right-of-way of East Second Street coincident with the south line of Block Forty-One of said Original Town of the City of Storm Lake and lying between the southern extension of the east line of Lot Eight of said Block Forty-One and the southern extension of the west line of Lot Nine of said Block Forty-One.

Tract contains 0.034 acres and is subject to all easements of record.

SECTION 3: REPEALER. All ordinances or portions of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4: SEVERABILITY CLAUSE. If any section, provision, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: WHEN EFFECTIVE. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

First Reading: June 15, 2026
Second Reading: Waived – July 6, 2026
Third Reading: July 6, 2026

Passed and adopted this 6th day of July 2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Conveyance - Moved by Council Member Piercy Jr. to adopt Resolution No. 01-R-2026-2027 fixing a date for a public hearing on the proposal to convey a portion of East 2nd Street and providing for publication of notice. Seconded by Council Member Riner. Roll call vote: All ayes. Motion carried.

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JULY 6, 2026, 5:00 PM

RESOLUTION NO. 01-R-2026-2027

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY VACATED RIGHT-OF-WAY, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, the City Council of the City of Storm Lake (the "City") has received a proposal to convey vacated right-of-way to St. Mary's Catholic School of Storm Lake, Iowa, across certain real property legally described as follows (the "Property"):

A PART OF EAST SECOND STREET LOCATED IN THE ORIGINAL TOWN OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The north five feet (N. 5') of the platted eighty foot right-of-way of East Second Street coincident with the south line of Block Forty-One of said Original Town of the City of Storm Lake and lying between the southern extension of the east line of Lot Eight of said Block Forty-One and the southern extension of the west line of Lot Nine of said Block Forty-One.

Tract contains 0.034 acres and is subject to all easements of record.

WHEREAS, it is appropriate pursuant to Iowa Code Section 364.7 to publish a Notice of the proposed conveyance and of the hearing and to receive and consider objections and petitions.

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

That this Council meet at 5:00 P.M. on July 20, 2026, for the purpose of taking action on the matter of the proposal to convey the Property to St. Mary's Catholic School of Storm Lake, Iowa.

That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF STORM LAKE IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO CONVEY VACATED RIGHT-OF-WAY, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake in the State of Iowa, will hold a public hearing at its meeting on July 20, 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 vacated right-of-way to St. Mary's Catholic School of Storm Lake, Iowa, across certain real property owned by the City, which is legally described as follows:

A PART OF EAST SECOND STREET LOCATED IN THE ORIGINAL TOWN OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The north five feet (N. 5') of the platted eighty foot right-of-way of East Second Street coincident with the south line of Block Forty-One of said Original Town of the City of Storm Lake and lying between the southern extension of the east line of Lot Eight of said Block Forty-One and the southern extension of the west line of Lot Nine of said Block Forty-One.

Tract contains 0.034 acres and is subject to all easements of record.

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JULY 6, 2026, 5:00 PM

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

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

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

Dated this 6th day of July 2026.

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

(End of Notice)

PASSED AND APPROVED this July 6, 2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Property Maintenance Penalties - Mayor McKeon opened the Public Hearing on amending City Code increasing property maintenance penalties 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 first reading of Ordinance No. 02-O-2026-2027 amending City Code increasing property maintenance penalties. Seconded by Council Member Ricklefs. Roll call vote: All ayes. Motion carried.

Well No. 22 Project - Moved by Council Member Ricklefs to adopt Resolution No. 02-R-2026-2027 approving Pay Application No. 13 for the Storm Lake Well No. 22 project. Seconded by Council Member Riner. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 02-R-2026-2027
RESOLUTION APPROVING PAY APPLICATION NUMBER 13 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. 13 for consideration of payment on the PROJECT for work completed as of February 25, 2026; and,

WHEREAS, prior to the submission of Pay Application No. 13 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

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JULY 6, 2026, 5:00 PM

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
12	\$55,835.91	\$2,204,723.45

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. 13 shows the following:

Total Value of Work Completed to Date:	\$2,337,361.53
Total Value of Retainage Held	\$116,868.08
Total Request for Payment	\$15,770.00

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 wavier.

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. 13 and authorized payment of \$15,770.00 to the CONTRACTOR.

SECTION 2. The City Council authorizes and directs the Mayor to sign Pay Application No. 13 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	\$15,770.00
Reimbursement Amount from CDBG	\$3,115.00
Value Paid by State Revolving Loan Funds	\$12,655.00

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 **\$12,655.00**.

SECTION 5. The City Council hereby certifies that **\$3,115.00** of Pay Application No. 13 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. 13 is hereby accepted and approved by the City.

PASSED AND APPROVED THIS 6TH DAY OF JULY 2026.

APPROVED BY THE
CITY OF STORM LAKE

Margaret J. McKeon, Mayor

ATTEST

Mayra A. Martinez, City Clerk

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JULY 6, 2026, 5:00 PM

Moved by Council Member Ricklefs to adopt Resolution No. 03-R-2026-2027 approving Change Order No. 6 for a net reduction of \$108,500.00 for the Storm Lake Well No.22 Project with a total agreement value after change order to \$2,318,861.53. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

**RESOLUTION NO. 03-R-2026-2027
RESOLUTION APPROVING CHANGE ORDER NUMBER 6 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 (hereinafter CONTRACTOR)**
Contractor Location: **Wall Lake, Iowa**
Date of Agreement: **September 3, 2024**

WHEREAS, the CITY and the CONTRACTOR have previously agreed to amend the original agreement related to the PROJECT with the following change orders:

Change Order No. 1	November 4, 2024	Adding Future Space for Well 23
Change Order No. 2	February 3, 2025	Changed Transfer Switch
Change Order No. 3	July 7, 2025	Downsize Components Due to Flow
Change Order No. 4	September 15, 2025	Plug Well 15
Change Order No. 5	March 16, 2026	Removing Seeding from Contract

WHEREAS, during the course of construction on the PROJECT, the CONTRACTOR, project engineer, and CITY have determined that an additional change is needed as outlined in detail in Change Order No. 6 and summarized here:

Removing Line Item for \$90,000.00 contingency amount from bid. Remove liquidated damages amount of \$18,500.00.

WHEREAS, the proposed Change Order No. 6 includes changes in the value of the contract and the dates of completion required in the original agreement as outlined below:

Change in Agreement Value:	\$(108,500.00)
Change in Substantial Completion Date:	None
Change in Final Completion Date:	None

WHEREAS, the project engineer has recommended approval of Change Order No. 6; and,

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

SECTION 1. That the agreement between the CITY and the CONTRACTOR be amended to change the value of the contract as follows:

Change In Value:	\$(108,500.00)
Total Agreement Value After Change Order:	\$2,318,861.53

SECTION 2. That the agreement between the CITY and the CONTRACTOR be amended to change the dates of completion as follows:

Date of Substantial Completion:	November 1, 2025
Date of Final Completion:	December 2, 2025

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JULY 6, 2026, 5:00 PM

SECTION 3. That the Mayor is hereby authorized to sign Change Order No. 6 on behalf of the CITY following approval by the City Council.

SECTION 4. That Change Order No. 6 is hereby accepted and approved by the CITY.

PASSED AND APPROVED THIS 6TH DAY OF JULY 2026.

APPROVED BY THE
CITY OF STORM LAKE

Margaret J. McKeon, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Moved by Council Member Piercy Jr. to adopt Resolution No. 04-R-2026-2027 approving Pay Application No. 14 for the Storm Lake Well No. 22 Project - Final. Seconded by Council Member Riner. Roll call vote: All ayes. Motion carried.

**RESOLUTION NO. 04-R-2026-2027
RESOLUTION APPROVING PAY APPLICATION NUMBER 14 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. 14 for consideration of payment on the PROJECT for work completed as of February 25, 2026; and,

WHEREAS, prior to the submission of Pay Application No. 14 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
12	\$55,835.91	\$2,204,723.45
14	\$15,770.00	\$2,220,493.45

WHEREAS, the agreement between the CITY and the CONTRACTOR has a total value of \$2,318,861.53 and includes six change orders impacting the overall value and completion time on the project; and,

WHEREAS, Pay Application No. 14 shows the following:

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Total Value of Work Completed to Date:	\$2,318,861.53
Total Value of Retainage Held	\$0.00
Total Request for Payment	\$98,368.08

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 wavier.

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. 14 and authorized payment of \$98,368.08 to the CONTRACTOR.

SECTION 2. The City Council authorizes and directs the Mayor to sign Pay Application No. 14 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	\$98,368.08
Reimbursement Amount from CDBG	\$35,258.00
Value Paid by State Revolving Loan Funds	\$63,110.08

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 **\$35,258.00**.

SECTION 5. The City Council hereby certifies that **\$63,110.08** of Pay Application No. 14 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. 14 is hereby accepted and approved by the City.

PASSED AND APPROVED THIS 6TH DAY OF JULY, 2026.

APPROVED BY THE
CITY OF STORM LAKE

Margaret J. McKeon, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Moved by Council Member Piercy Jr. to approve Notice of Acceptability for Well No. 22 Project. Seconded by Council Member Ricklefs. Vote: All ayes. Motion carried.

Moved by Council Member Riner to adopt Resolution No. 05-R-2026-2027 stating the substantial completion of the Well No. 22 Project for the City of Storm Lake, Iowa. Seconded by Council Member Piercy Jr.. Roll call vote: All ayes. Motion carried.

**RESOLUTION NO. 05-R-2026-2027
RESOLUTION STATING THE SUBSTANTIAL COMPLETION OF THE WELL NO. 22**

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JULY 6, 2026, 5:00 PM

PROJECT FOR THE CITY OF STORM LAKE, IOWA

WHEREAS, the City of Storm Lake, Iowa, (“CITY”) entered into a contract with King Contracting, of Wall Lake, Iowa (“CONTRACTOR”) on September 3, 2024; and,

WHEREAS, the original contract included a requirement that the project be substantially complete by November 1, 2025; and,

WHEREAS, the original contract included a requirement that the project be completed and ready for final payment on or before December 2, 2025; and,

WHEREAS, the contractor and the City’s Project Engineer, I&S Group Inc., (“ENGINEER”) have reviewed and tested the project and now determine that the well is operational and thus can be determined to be substantially complete.

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

SECTION 1. The following review of the ENGINEER’s recommendation and discussion and recommendation from City staff that the City Council finds that the project is substantially completed in accordance with the Code of Iowa.

SECTION 2. The City Council hereby authorizes the Mayor to sign and date the Certificate of Substantial Completion presented by the engineer as of February 16, 2026.

PASSED AND APPROVED THIS 6TH DAY OF JULY 2026.

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

Margaret J. McKeon, Mayor

ATTEST

Mayra Martinez, City Clerk

Well No. 23 Project - Mayor McKeon opened the Public Hearing on Well No. 23 project stating this was the time and place for any comments. Hearing no comments and no objections received prior to this public hearing from the Public or City Council, Mayor McKeon closed the public hearing.

Moved by Council Member Piercy Jr. to adopt Resolution No. 06-R-2026-2027 accepting bids and authorizing the award of contract for the construction of Well No. 23 for the City of Storm Lake, Iowa. Seconded by Council Member Ricklefs. Roll call vote: All ayes. Motion carried.

**RESOLUTION NO. 06-R-2026-2027
RESOLUTION ACCEPTING BIDS AND AUTHORIZING THE AWARD OF
CONTRACT FOR THE CONSTRUCTION OF WELL NO. 23 FOR THE CITY OF
STORM LAKE, IOWA**

WHEREAS, the City of Storm Lake, (hereinafter CITY) provided notice as required under the State law for public improvement bidding and in compliance with federal grant funding guidelines for the Well No. 23 Development Project, (hereinafter PROJECT); and,

WHEREAS, the CITY held a public bid letting on Thursday, June 25, 2026, at 10:00 A.M.; and,

WHEREAS, the CITY received a total of four bids as shown here:

1.	Sargent Drilling, Geneva, NE	\$479,712.00
2.	Christiansen Construction, Pender NE	\$505,000.00
3.	Rieschick Drilling, Falls City, NE	\$517,860.00
4.	King Construction, Wall Lake, IA	\$768,000.00

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WHEREAS, the CITY’s project engineer had previously provided a construction estimate of \$807,850.00; and,

WHEREAS, the low bidder on the project is Sargent Drilling, of Geneva, Nebraska; and,

WHEREAS, the CITY’s project engineer has reviewed the low bid and determined that it complies with the full requirements of Iowa law.

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

Section 1. That any irregularities associated with the submittal of bids for the PROJECT are hereby waived.

Section 2. That the bid from Sargent Drilling of Geneva, NE, is hereby accepted for the Well No. 23 Project as described in the plans and specifications as was previously ordered by the Council.

Section 3. That the project engineer is directed to send the contracts and bond forms to the contractor and to request that two copies of the signed contract and bonds be returned to the City for execution in the amount of \$479,712.00.

Section 4. That following receipt of the signed contract and bonds from Sargent Drilling that the Mayor and Clerk shall execute the contract on behalf of the City.

PASSED AND APPROVED THIS 6TH DAY OF JULY 2026, BY THE CITYCOUNCIL OF THE CITY OF STORM LAKE, IOWA.

APPROVED BY THE
CITY OF STORM LAKE

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Water Tower No. 5 Project - Moved by Council Member Piercy Jr. to adopt Resolution No. 07-R-2026-2027 approving Pay Application No. 20 for the Storm Lake Water Tower No. 5 Project - Final. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

**RESOLUTION NO. 07-R-2026-2027
RESOLUTION APPROVING PAY APPLICATION NUMBER 20 FOR THE STORM LAKE WATER TOWER NO.5 PROJECT**

WHEREAS, the City of Storm Lake, Iowa, (hereinafter CITY), has entered into an agreement for construction of the Water Tower No. 5 Project, (hereinafter PROJECT) with:

Contractor Name:	Landmark Structures 1, LLP
Contractor Location:	Fort Worth, TX
Date of Agreement:	March 4, 2024

WHEREAS, the CONTRACTOR has submitted to the Project Engineer and the City Pay Application No. 20 for consideration of payment on the PROJECT for work completed as of May 31, 2026; and,

WHEREAS, prior to the submission of Pay Application No. 20 the CONTRACTOR has submitted for payment the following pay applications:

Pay Application No.	Amount	Total Paid to Date
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REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JULY 6, 2026, 5:00 PM

1	\$202,369.00	\$0.00
2	\$471,176.25	\$673,545.25
3	\$632,087.25	\$1,305,632.50
4	\$480,130.00	\$1,785,762.50
5	\$1,586,395.50	\$3,372,158.00
6	\$530,328.00	\$3,902,486.00
7	\$171,661.20	\$4,074,147.20
8	\$419,121.00	\$4,493,268.20
9	\$279,870.00	\$4,773,138.20
10	\$39,966.50	\$4,813,104.70
11	\$28,796.40	\$4,841,901.10
12	\$45,497.40	\$4,887,398.50
13	\$207,936.00	\$5,095,334.50
14	\$133,351.50	\$5,228,686.00
15	\$164,023.20	\$5,392,709.20
16	\$861,812.45	\$6,254,521.65
17	\$18,399.60	\$6,272,921.25
18	\$35,777.00	\$6,308,698.25
19	\$29,257.15	\$6,337,955.40

WHEREAS, the agreement between the CITY and the CONTRACTOR has a total value of \$6,671,532.00 and includes two change orders impacting the overall value and completion time on the project; and,

WHEREAS, Pay Application No. 20 shows the following:

Total Value of Work Completed to Date:	\$6,337,955.40
Total Value of Retainage Held	\$0.00
Total Request for Payment	\$337,576.60

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. 20 and authorized payment of \$337,576.60 to the CONTRACTOR.

SECTION 2. The City Council authorizes and directs the Mayor to sign Pay Application No. 20 on behalf of the CITY.

SECTION 3. Pay Application No. 14 is hereby accepted and approved by the City and will be paid to Contractor in accordance with state code.

PASSED AND APPROVED THIS 6TH DAY OF JULY, 2026.

APPROVED BY THE
CITY OF STORM LAKE

Margaret J. McKeon, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Water Treatment Plant - Moved by Council Member Ricklefs to approve a Professional Services Agreement for the Water Treatment Plant. Seconded by Council Member Riner. Vote: All ayes. Motion carried.

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JULY 6, 2026, 5:00 PM

Public Meeting Notices – Moved by Council Member Ramos to adopt Resolution No. 08-R-2026-2027 annually designating the official location for posting public meeting notices. Seconded by Council Member Ricklefs. Vote: All ayes. Motion carried.

**RESOLUTION NO. 08-R-2026-2027
ANNUALLY DESIGNATING THE OFFICIAL LOCATION FOR POSTING PUBLIC MEETING NOTICES**

WHEREAS, House File 2490 amended Iowa Code Section 21.4(1)(a) to require specific notice procedures for meetings of a governmental body; and

WHEREAS, HF 2490 requires that notice be posted in a location "annually designated for such purposes by the governmental body"; and

WHEREAS, the City Council of the City of Storm Lake desires to comply fully with these statutory requirements;

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

1. Annual Designation of Posting Location: The City of Storm Lake hereby formally designates the following location as the official posting location of public meeting notices for all governmental bodies: City Hall, 620 Erie Street, Storm Lake, Iowa Front Window Bulletin Board Display
This location is designated in a manner such that the notice is visible at all times.
2. Internet Posting Requirement: The City shall post notice on its primary internet site www.stormlake.org or another primary internet presence moderated by the City.
3. Annual Review: This designation shall be reviewed annually to ensure compliance.
4. Effective Date: This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this 6th day of July, 2026.

CITY OF STORM LAKE, IOWA

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Mayor McKeon called for Recess at 5:48 pm and reconvened at 6:00 pm.

Dog Hearings- A hearing was held pursuant to Section 8-9-7 of the Storm Lake, Iowa, City Code regarding a complaint alleging a dog to be a vicious animal. City Manager Keri Navratil reviewed the City Code and police reports with Council members and the public. The dog owner’s interpreter for Paola Martinez responded to the reviews and answered questions from the Council members.

Mayor McKeon called for a roll call vote to affirm or reverse the order alleging the dog to be a vicious animal. Moved by Council Member Ricklefs to affirm the City Manager’s decision declaring Paola Martinez’s pet Simba as a vicious dog. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried

A hearing was held pursuant to Section 8-9-7 of the Storm Lake, Iowa, City Code regarding a complaint alleging a dog to be a vicious animal. City Manager Keri Navratil reviewed the City Code and police reports with Council members and the public. The dog owner responded to the reviews and answered questions from the Council members.

Mayor McKeon called for a roll call vote to affirm or reverse the order alleging the dog to be a vicious animal. Moved by Council Member Ricklefs to affirm the City Manager’s decision declaring Paola Martinez pet Pinta as a vicious dog. Seconded by Council Member Martinez. Roll call vote: All ayes. Motion carried.

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JULY 6, 2026, 5:00 PM

City Council Requested Items / City Council Updates –

Mayor requested Council concurrence for the following topic: No concurrence for Truck route discussion scheduled for July 20, 2026, item tabled. Council concurred to continue the Breeze Condos update discussion – July 20, 2026 and the personal mobility devices discussion - July 20, 2026.

Mayor McKeon commended the residents for attending the personal mobility devices work session held June 29, 2026 at Chautauqua Shelter house and appreciated their input.

Adjourn - Moved by Council Member Riner to adjourn at 6:46 pm. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Business Information

Name of Legal Entity: TOP OF IOWA LUCKY WIFE LLC

FEIN: XX-XXX0457

Business Type: Limited Liability Company

This business is registered with the Secretary of State.

Business Number of Secretary of State: 723878

Premises Information

Premises DBA: LUCKY WIFE WINE SLUSHIES

Premises Address: 315 W LAKESIDE DR SOTRM LAKE IA 50588

Premises Type: Special Event

Number of Floors: 1

Control of Premises: Lease

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Does your premises conform to all local and state health, fire and building laws and regulations?

Yes

Is your establishment equipped with tables and seats to accommodate a minimum of 25?

Yes

License Information

Effective Date: 26-Aug-2026

Length of License Requested: 5DAY

Privilege(s) Requested

Outdoor Service - Allows the selling/serving of alcoholic beverages by the license/permit in a designated, adjacent outdoor area.

Provided description of the Outdoor Service Area:

city park

Endorsements

Local Authority: City of Storm Lake

Dramshop Company: FOUNDERS INSURANCE COMPANY

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	BOLAND, TERI	SSN	***-**-1439	28-Jul-1969		303 2ND STREET SOUTH SWEA CITY IA 50590	100.00

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

No

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

No

Criminal Violations

Contact Information

Contact Name: BARRY

Phone Number:

Email Address: topofiowaluckywife@gmail.com

Address: 303 2ND ST S SWEA CITY IA 50590-1070

Attestation Information

Attestation Name: TERI BOLAND

Attestation Date: 03-Jun-2026

Business Information

Name of Legal Entity: THIRSTY PIGS LLC

FEIN: XX-XXX0748

Business Type: Limited Liability Company

This business is registered with the Secretary of State.

Business Number of Secretary of State: 571530

Premises Information

Premises DBA: STORM LAKE WWB

Premises Address: 315 W LAKESHORE DR STORM LAKE IA 50588-1723

Premises Type: Special Event

Number of Floors: 1

Control of Premises: Lease

Is your premises equipped with at least one adequate, conveniently located indoor or outdoor toilet facility for use by patrons?

Yes

Does your premises conform to all local and state health, fire and building laws and regulations?

Yes

Is your establishment equipped with tables and seats to accommodate a minimum of 25?

Yes

License Information

Effective Date: 27-Aug-2026

Length of License Requested: 5DAY

Privilege(s) Requested

Outdoor Service - Allows the selling/serving of alcoholic beverages by the license/permit in a designated, adjacent outdoor area.

Provided description of the Outdoor Service Area:

Beverage sales will be on the north side of the park by the amphitheater.

Endorsements

Local Authority: City of Storm Lake

Dramshop Company: FOUNDERS INSURANCE COMPANY

Ownership Information

Type	Name	ID Type	ID	DOB	Phone	Address	Percentage
Individual	KENNEDY, JAY	SSN	***_**-0766	27-Jan-19 77		PO BOX 91 MADRID IA 50156	100.00

Criminal History Details

Has anyone listed on the Ownership page been charged or convicted of a felony offense in Iowa or any other state of the United States?

Yes

Has anyone listed on the Ownership page been convicted of any violation of any state, county, city, federal or foreign law? For traffic violations, only include those that are drug or alcohol related.

No

Criminal Violations

Legal Name	DOB	Violation Date	Charge	City	State	Citizenship Lost?
KENNEDY, JAY	27-Jan-1977	29-Jun-2014	theft	DES MOINES	IOWA	No
KENNEDY, JAY	27-Jan-1977	03-Jul-2014	theft	DES MOINES	IOWA	No

Contact Information

Contact Name: JAY KENNEDY

Phone Number:

Email Address: info@thirstypigs.com

Address: PO BOX 91 MADRID IA 50156-0091

Attestation Information

Attestation Name: JAY KENNEDY

Attestation Date: 07-Jul-2026

Staff Summary

7/20/2026

Agenda Item # D.1.A.



REPORT TO: Honorable Mayor & Council

FROM: Scott Olesen, Building and Code Compliance Director

SUBJECT: **Board Of Adjustment Variance Application Information.**

BACKGROUND: The Board of Adjustment reviewed a variance application on July 15th, 2026. The Board of Adjustment reviewed a request by Jeff Stavness at 33 Vista Drive for an impervious coverage variance to allow the construction of a new 576 square foot garage to replace an existing 750 square-foot garage. The applicants' non-conforming lot is undersized, narrow, and irregularly shaped. This variance will allow for some additional concrete to permit access to the new garage, which will permit two cars to enter and exit independently. The current garage was constructed in the 1950s and does not permit cars to enter and exit independently. The variance will permit an additional 415 square feet of new impervious coverage (concrete). The Board of Adjustment reviewed the application and approved it by a 3-0 vote.

FISCAL IMPACT: None.

RECOMMENDATION: This consent agenda item is for informational purposes. The full variance application packet is available in the [City of Storm Lake Agendas and Minutes](#) section.

ATTACHMENTS:

None

Staff Summary

7/20/2026

Agenda Item # D.1.B.



REPORT TO: Honorable Mayor & Council

FROM: Chris Cole, Police Chief

SUBJECT: **Motion To Approve 2026 Kiwanis Sprint Triathlon / Duathlon Request**

BACKGROUND:

Attached is a request from the Kiwanis for the annual Kiwanis Sprint Triathlon and Duathlon. This request is for parking lot closures, street usage and a noise variance. A copy of the liability insurance is attached. This event is like past years and has not caused any issues. The event is scheduled for August 15th, 2026

FISCAL IMPACT: Costs incurred by Public Works and PD will be absorbed by the normal operating budgets.

RECOMMENDATION: Approve Request

ATTACHMENTS:

1. Letter of Request

July 14, 2026

City of Storm Lake &
Park Board of Storm Lake
c/o City Clerk
City Hall
620 Erie Street
Storm Lake, IA 50588

RE: Kiwanis Sprint Triathlon / Duathlon
Request for Noise Variance, Fencing/Street Blockage, Use of Awaysis Park/Parking Lot
Date of Events: Saturday, August 15, 2026

Dear Ladies and Gentlemen:

This concerns the Kiwanis Sprint Triathlon events to be held on Saturday, August 15, 2026. The Hy-Noon Kiwanis of Storm Lake will be hosting the 15th Annual "Storm the Lake" Kiwanis Sprint Triathlon / Duathlon. Proceeds from this event will go to Kiwanis and used to supplement the Club's commitment to various youth oriented programs in the Storm Lake community.

The event will take place in Awaysis Park/parking lot (west end only), Sunrise Park, and various streets. We are requesting your permission to conduct these activities.

August 15, 2025:

General Description: On Saturday, August 15, 2026 we are planning the following activities in Awaysis Park / Sunrise park:

1. Sprint Triathlon consisting of an 800 meter swim, 12.63 mile bicycle ride and a 3.1 mile run
2. Duathlon consisting of a 1 mile run, 12.63 mile bicycle ride and 3.1 mile run.

The Triathlon will start with an 800 meter swim using the Awaysis Beach area and the adjacent bay. The participants will transition to bicycles in the west ½ of the nearby parking lot, exiting the center drive and proceeding east to the City limits turning south on the Lakeside blacktop. Participants will re-enter city limits on Highway 110 on the West side of the lake and travel city streets including Highway 110, Howard Road, Kelvin Road, Emerald Drive, West 5th Street, Grand Avenue and Lakeshore Drive returning to the Awaysis parking lot.

The Duathlon will start with a 1 mile run utilizing Sunrise Park road. The participants will transition to bicycles in the west ½ of the Awaysis parking lot, exiting the center drive and proceeding east to the City limits turning south on the Lakeside blacktop. Participants will re-enter city limits on Highway 110 on the West side of the lake and travel city streets including Highway 110, Howard Road, Kelvin Road, Emerald Drive, West 5th Street, Grand Avenue and Lakeshore Drive returning to the Awaysis parking lot.

All participants will again transition to running and proceed south along Sunrise Park utilizing the Lake Trail to the Lakeside City limits. Runners will proceed to a turnaround point near the outlet dam in Lakeside returning to Storm Lake and the Awaysis parking.

There will be registration and timer tents set up in the Awaysis parking as well as bike racks and timing equipment.

Parking Closures: We request that you permit us (the Hy-Noon Kiwanis) to close off the west ½ of the Awaysis parking, including the center driveway, Awaysis Park and the Awaysis Beach. We would also request use of the Gazebo's in Awaysis Park for overflow administrative activities. This area would need to be closed from 4:00 am to 12:00 pm. We have filed reservations with City Hall re: Gazebos.

Street usage: We would also request that the Hy-Noon Kiwanis be allowed use of the streets named above. We would also request that, with assistance from the Storm Lake Police Department, we be allowed to control traffic to facilitate safe passage of bicyclists.

Noise Variance: We request that you allow us (Hy-Noon Kiwanis) a variance to the noise ordinance. Race announcements will be made throughout the event. The variance would be in effect from 7:00 am to 12:00 pm.

A certificate of liability insurance will be provided naming the City of Storm Lake as insured for \$1,000,000 of coverage.

Thank you for your continued cooperation and support of Storm Lake Kiwanis. We look for continued growth and success of the events. Thank you for your attention to this matter.

Sincerely,

Curt

Curt Reis
Safety Committee Chair
Hy-Noon Kiwanis

Triathlon Coordinators:

Duane Queen
804 Kelvin Road
Storm Lake, IA
732-4286

Clark Fort
732-3747

cc: Chris Cole (Storm Lake Public Safety)
Korey Elston, B V Co. Sheriff
Sara Bartling, Lakeside City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 FAX (A/C, No): 317-817-5151 E-MAIL ADDRESS: kiwaniscert@hylant.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Kiwans International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	NAIC # 19437

COVERAGES**CERTIFICATE NUMBER:** 1592890552**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: District			020744212	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability Agg \$ 2,000,000
A	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			020744212	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			020744212	10/1/2025	10/1/2026	All Claims \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).

August 15th, 2026, or any future date(s) during the policy term.

Storm the Lake

Located @City Streets and county roads around the lake

Kiwanis of Storm Lake Hy Noon Kiwanis Club

CERTIFICATE HOLDER**CANCELLATION**

Iowa Dept. of Natural Resources
502 E. 9th St.
Des Moines IA 50319

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2025

Forms a part of policy no.: 020744212

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

Iowa Dept. of Natural Resources
502 E. 9th St.
Des Moines, IA 50319

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to be "J.R. B.", is written above a horizontal line.

Authorized Representative

Staff Summary

7/20/2026

Agenda Item # D.1.C.



REPORT TO: Honorable Mayor & Council

FROM: Chris Cole, Police Chief

SUBJECT: **Motion To Approve Kiwanis Car Show And Activities In The Park Request**

BACKGROUND: Attached is a request from the Storm Lake Kiwanis for the annual Car Show and Activities in the Park Event. This event is scheduled for September 6th 2026 in Chautauqua Park and involves a street closure, use of Chautauqua Park and a noise variance. This request is the same as in previous years and has not caused any issues.

FISCAL IMPACT: Costs incurred by the Parks Department will be absorbed in the normal operating budget.

RECOMMENDATION: Approve Request

ATTACHMENTS:

1. Kiwanis Request Letter

July 14, 2026

City of Storm Lake &
Park Board of Storm Lake
c/o City Clerk
City Hall
620 Erie Street
Storm Lake, IA 50588

RE: Kiwanis Car Show and Activities in Park
Request for Noise Variance, Fencing/Street Blockage, Use of Chautauqua Park
Date of Events: Sunday, September 6, 2026

Dear Ladies and Gentlemen:

This concerns the Kiwanis Car Show and other events to be held on Sunday, September 6, 2026. The Hy-Noon Kiwanis of Storm Lake will be hosting the annual car show, Storm Lake Kiwanis Beavers will be hosting a fund-raising meal. Proceeds from the car show will go to Hy-Noon Kiwanis, proceeds from the food sales will go to the Kiwanis Beavers and be used to support our commitment to youth recreation and education.

As in the past, these events will take place in Chautauqua Park. This is our 20th year and again we are requesting your permission to continue these activities in the park.

September 6, 2026:

General Description: On Sunday, September 6, 2026 we are planning the following activities in Chautauqua Park:

1. Auto Show hosted by the Hy-Noon Kiwanis
2. Food Booth hosted by the Kiwanis Beavers

Our request is much the same as we requested last year. Our desire is to have a fence separating the east and west side of the park. The fence line would run immediately to the west of the shelter house and pickleball courts/mini pitch. We would like to restrict entry into the west side of the park at the corner where Lakeshore Drive, Chautauqua Park Drive, and Cayuga Street meet. This is where show vehicles will enter the automobile show. Food and soda sales booths will be in the vicinity of the north and northwest side of the shelter house.

The public will enter the auto show from the north side through the sidewalk just to the west of the shelter house as in past years. Automobiles for the auto show will enter on the west side of the park by turning onto Chautauqua Park Drive from Lakeshore Drive, as in past years. The east side of the park will be unrestricted to the public.

There will also be a DJ stand set up directly to the northwest of the pickle ball area to play classic car music and make award announcements for the auto show. This will be within the confines of the fenced area.

Fence Permit: We request that you permit us (the Hy-Noon Kiwanis) to fence off Chautauqua Park in the same manner as past years. We request that Chautauqua Park Drive be blocked at its entrance from

Cayuga Street to the point south of the city maintenance garage. This street would need to be blocked from 8:00 am to 5:00 pm.

Request for Fencing: Please provide us with the fencing to block off the area requested for our activities. Our organization will be responsible for the erection and removal of this fence and will work with the city personnel in this regard.

Noise Variance: We request that you allow us (Hy-Noon Kiwanis) a variance to the noise ordinance. Music and vehicle engines will be performing during the day. The variance would be in effect from 8:00 am to 5:00 pm.

A certificate of liability insurance will be provided naming the City of Storm Lake as insured for \$1,000,000 of coverage.

Thank you for your continued cooperation and support of these events. We look for continued growth and success of the events. Thank you for your attention to this matter.

Sincerely,

Curt

Curt Reis
Hy-Noon Kiwanis
Car Show Committee

cc: Carl Turner – Kiwanis Beavers
Chris Cole (Storm Lake Public Safety)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 E-MAIL ADDRESS: kiwaniscert@hylant.com FAX (A/C, No): 317-817-5151
INSURED Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	INSURER(S) AFFORDING COVERAGE INSURER A : Lexington Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 19437

COVERAGES**CERTIFICATE NUMBER:** 1230451403**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: District	Y		020744212	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability Agg \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			020744212	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			020744212	10/1/2025	10/1/2026	All Claims \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
September 6, 2026, or any future date(s) during the policy term.

Kar show
Located @ Chautauqua Park - Storm Lake
Kiwanis Club of Storm Lake Hy Noon

CERTIFICATE HOLDER**CANCELLATION**

City of Storm Lake Attn: Tyler Gibbons -Safety Director 620 Erie St. Storm Lake IA 50588	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>
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ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2025

Forms a part of policy no.: 020744212

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Storm Lake
Attn: Tyler Gibbons -Safety Director
620 Erie St.
Storm Lake, IA 50588

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

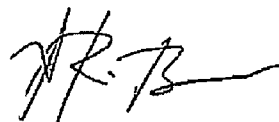
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to be "J.R. B.", is written above a horizontal line.

Authorized Representative

LX4309 (06/14)	Includes Copyrighted Information of the Insurance Services Offices, Inc., with its permission. All Rights Reserved.	Page 2 of 2
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Staff Summary

7/20/2026

Agenda Item # D.1.D.



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:

<u>Breakout</u>	<u>Calculated Expenses</u>
Buena Vista County	\$5,592.34
Contract/Agreement	\$71,686.46
Local	\$159,154.47
Non-Local	\$245,740.67
Payroll/UBRefunds, \$ <u>280,434.82</u>	
PyrlTax & Ins	
Total Expenses:	\$762,608.76
Supporting Documents Attached	

RECOMMENDATION:

ATTACHMENTS:

1. [7/20/2026 Project Report](#)

Summary

Project Summary							
Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
22-27926	Storm Lake WTP- Well #22	2,589,561.53	2,589,561.53	2,394,760.80	26,179.66	2,420,940.46	168,621.07
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...	1,640,315.00	1,640,315.00	1,572,954.66	0.00	1,572,954.66	67,360.34
24-31751	Storm Lake WTP- Well #23	199,000.00	199,000.00	91,289.04	12,280.00	103,569.04	95,430.96
24-31828	WTP Prelim Engineering Report	83,000.00	83,000.00	76,160.75	0.00	76,160.75	6,839.25
24X.136745	Apron Expansion Improvements	285,900.00	285,900.00	130,900.00	2,500.00	133,400.00	152,500.00
26-R4-NF	Nature Area Revitalization	125,000.00	125,000.00	50,997.30	0.00	50,997.30	74,002.70
26X.144288.000	Oneida St Recon from RR to Lakeshore..	420,000.00	420,000.00	23,684.00	0.00	23,684.00	396,316.00
FEMA HMGP (HMA) 4483	FEMA HMGP (HMA) 4483	4,750,555.50	4,750,555.50	3,125,034.59	0.00	3,125,034.59	1,625,520.91
IA0091	SL Elevated Water Storage- Tower #5	7,431,632.15	7,431,632.15	7,101,444.34	608.19	7,102,052.53	329,579.62
P11.120411	Highway 7/110 Traffic Lane/Signalizat...	4,776,040.38	0.00	5,112,202.39	0.00	5,112,202.39	-336,162.01
WRAC 25-675	Sunrise Park Boat Ramp & Area Impro...	227,700.00	227,700.00	117,347.87	0.00	117,347.87	110,352.13
Report Total:		22,803,842.56	17,752,664.18	19,988,543.74	41,567.85	20,030,111.59	2,773,730.97

Group Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	285,900.00	285,900.00	130,900.00	2,500.00	133,400.00	152,500.00
Economic Development	125,000.00	125,000.00	50,997.30	0.00	50,997.30	74,002.70
Sanitary Sewer Projects	6,666,008.50	6,390,870.50	4,889,757.25	0.00	4,889,757.25	1,776,251.25
Street Construction	5,196,040.38	420,000.00	5,135,886.39	0.00	5,135,886.39	60,153.99
Water Project	10,303,193.68	10,303,193.68	9,663,654.93	39,067.85	9,702,722.78	600,470.90
Water Recreation Access Cost-Share P...	227,700.00	227,700.00	117,347.87	0.00	117,347.87	110,352.13
Report Total:	22,803,842.56	17,752,664.18	19,988,543.74	41,567.85	20,030,111.59	2,773,730.97

Type Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	7,721,393.38	2,670,215.00	7,173,795.39	14,780.00	7,188,575.39	532,817.99
Federal/State Grant	14,771,749.18	14,771,749.18	12,621,239.73	26,787.85	12,648,027.58	2,123,721.60
Grant	227,700.00	227,700.00	117,347.87	0.00	117,347.87	110,352.13
Professional Service Study	83,000.00	83,000.00	76,160.75	0.00	76,160.75	6,839.25
Report Total:	22,803,842.56	17,752,664.18	19,988,543.74	41,567.85	20,030,111.59	2,773,730.97

Staff Summary

7/20/2026

Agenda Item # D.1.E.



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

REPORT TO:

FROM:

SUBJECT: City Code Enforcement Summary

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

None

Staff Summary

7/20/2026

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: Mayra Martinez, City Clerk

SUBJECT: **Motion To Approve Witter Gallery Request**

BACKGROUND: Attached is the request from the Witter Gallery to use the Chautauqua Park Shelter House for a fundraising event on September 26, 2026.

FISCAL IMPACT: Waive Rental fee of \$110 per side of the shelter house.

RECOMMENDATION: Review and approve request

ATTACHMENTS:

1. Witter Gallery - Request
2. Witter Gallery Cook Off Flyer
3. Event Application

Witter Gallery
609 Cayuga Street
Storm Lake, IA 50588

17 July 2026

Dear Members of the City Council,

I am writing to you on behalf of the Witter Gallery to request a waiver of the rental fees for the Chautauqua Park Shelter House, both sides, for our upcoming fundraiser.

The event is scheduled to take place on September 26th, 5pm to 10pm. As a non-profit organization, the Witter Gallery relies heavily on the support of our community. These yearly fundraisers allow us to pay our employees, as well as offering new exhibits monthly, free to the public. In addition to exhibits we provide classes, camps, programs and lectures, along with various community service events. Waiving the rental fee for this facility would allow us to direct more of the funds raised toward our mission and community programming.

This year we are hosting a BBQ contest. The "Art-Bee-Queue" will feature contestants vying for cash prizes. Witter hopes to attract 10 chefs. Local honey will be featured in our BBQ, thus the "bee" in "Art-Bee-Que." We will also offer baked beans, rolls, ice cream and apple pie bars. Throughout the event, music will be provided and live art performances. We will have artwork for sale after the meal.

We appreciate your consideration of this request and your ongoing support of the arts in our city. Please let us know if you require any further information regarding the event or our organization.

Thank you for your time and for all you do for our community.

Best regards,

A handwritten signature in black ink that reads "Julie Steinfeld". The signature is written in a cursive, flowing style. The first name "Julie" is written with a large, looped "J". The last name "Steinfeld" is written with a large, looped "S" and a trailing flourish.

Julie Steinfeld, President
Witter Gallery

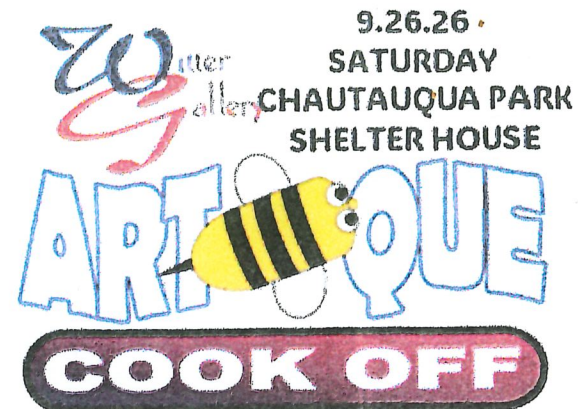


September 26, 2026
SATURDAY
CHAUTAUQUA SHELTER HOUSE

**BBQ CHEFS
WANTED**

 **GREAT PRIZES**
 **COOK with HONEY**

Questions
Call 712-732-3400
Witter Gallery Facebook
**HELP SUPPORT
THE WITTER GALLERY**



**PLEASE FILL OUT FORM
IF YOU'RE INTERESTED
IN COOKING!**

Please fill out this form, take a picture of the form and text it to 712-299-3216. We will contact you with more of the BUZZ on the contest rules & requirements.

 **Name, Organization or Team:**
Yes! I am interested in being a chef contestant.

 **Phone Number & Email**

 **Address + (City/State/Zip)**

WITTER GALLERY RESERVES THE RIGHT
TO MAKE ADDITIONAL REGULATIONS AS
THE SITUATION WARRANTS.

City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588
712-732-8000
cityclerk@stormlake.org
www.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 - J. Stinfeld Phone #: 712-732-3400
Mailing Address: 609 Cayuga Storm Lake, Ia 50588 Email: Wittergallery@yahoo.com
City: Storm Lake State: Iowa Zip: 50588
Cell Phone: 712-299-3216
2nd Contact: Jerry Johnson Position/Relationship: Board Member
Email: johnson@bvv.edu Cell Phone: 712-299-5783

Requested Park: Chautauqua Park Shelter Event Date: 9-26-26
Event Type: fundraiser Event Start Time: 5:00 pm
Event End Time: 10:00 pm

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 require a noise variance)

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/no

☒ 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.)

CPS

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

maybe

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

150

Do you have electrical needs?

no

Identify:

Additional Electrical- \$150.00

Will there be alcohol at the event?

no

Will alcohol be sold at the event?

Do you have a liquor license?

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?

no

Which Streets?

Starting Time:

Ending Time:

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

Date:

Julie Stinfeld July 07, 2026
We pre-sell tickets to our event, officially not "selling food"

Staff Summary

7/20/2026

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: Lee Dutfield, Development Services Specialist

SUBJECT: **FB Storm Lake II Presentation**

BACKGROUND: Shawn Foutch from FB Storm Lake II, LLC will present an update on phase 2 of the development project.

The City and FB Storm Lake II, LLC previously entered into an Agreement for Private Development dated October 31, 2016, which included the following items:

- Purchase price \$300,000
- Economic Development grants not to exceed \$2,300,000 for 18 years.
- Minimum Improvements in the amount of \$11,000,000 with the minimum assessed value estimated to be \$14,000,000

The Agreement was amended for the first time on November 15, 2021, making the following changes:

- Economic Development grants in the amount of \$3,100,000 for 15 years.
- Permanently maintain and landscape appropriately city-owned property located between the development property up to Sunrise Park Road Right-of-way to public docks.
- Minimum improvements in the amount of \$14,000,000 with the minimum assessed value estimated to be \$17,000,000. Building 1 will be completed by December 31, 2022, and Building 2 will be completed by December 2024.

The Agreement was amended a second time on February 19, 2024, making the following changes:

- Extended deadline for construction of the Building 2 Minimum Improvements to December 1, 2026.
- For all Economic Development Grant payments, an assessed value of at least \$7,000,000 for the Building1 Minimum Improvements has been imposed on or as of January 1,2023; and
- For the Economic Development Grant payments scheduled after December 1, 2026, an assessed value of at least \$7,000,000 for building 2 Minimum Improvements (building/improvement value only) on or as of January 1, 2027, for a total assessment of at least \$14,000,000 (building/improvement value) on the Development Property for the assessment imposed on or after January 1, 2027.

FISCAL IMPACT: N/A

RECOMMENDATION: Hear presentation from Shawn Foutch and provide direction to staff.

ATTACHMENTS:

1. Development Agreement FB Storm Lake II, LLC 1
2. First Amendment FB Storm Lake II LLC
3. Second Amendment to FB Storm Lake II LLC

PURCHASE, SALE AND DEVELOPMENT AGREEMENT

By and between

CITY OF STORM LAKE, IOWA

AND

FB STORM LAKE II, LLC

Oct. 31, 2016

PURCHASE, SALE AND
DEVELOPMENT AGREEMENT

THIS PURCHASE, SALE AND DEVELOPMENT AGREEMENT ("Agreement"), is made on or as of the 31st day of October, 2016, by and between the CITY OF STORM LAKE, IOWA, a municipality ("City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2015, as amended ("Urban Renewal Act") and FB STORM LAKE II, LLC, a Missouri limited liability company, having offices for the transaction of business at 8201 NW 97th Terrace, Kansas City, Missouri 64153 ("Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the alleviation of blighting conditions and the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Storm Lake Industrial Park Urban Renewal Area (the "Urban Renewal Area"), which is described in the Storm Lake Industrial Park Urban Renewal Plan approved for such Urban Renewal Area by Resolution No. 33-R-91-92 on September 16, 1991, which has been amended five times, lastly by Amendment No. 5 as approved by Resolution No. 33-R-2016-2017 on October 17, 2016 (the "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been or will be recorded among the land records in the office of the Recorder of Buena Vista County, Iowa; and

WHEREAS, the City is the owner of certain real property located within the Urban Renewal Area as described in Exhibit A attached hereto and made a part hereof (the "Development Property"); and

WHEREAS, the City believes that the Development Property has been underutilized since it was acquired by the City and is in jeopardy of falling into a further state of disrepair and/or being a blighting influence on the City; and

WHEREAS, the City has been presented with a proposal to be undertaken by the Developer to develop the Development Property into a condominium/apartment facility; and

WHEREAS, the City is willing to transfer ownership of the Development Property to Developer in exchange for Developer's agreement to make certain improvements to the Development Property and agreement to conditions and restrictions regarding future use of the Development Property; and

WHEREAS, the City anticipates that transfer of the Development Property to Developer will remediate the blighted nature of the Development Property and create housing; and

WHEREAS, the City is willing to provide certain additional incentives in consideration for Developers obligations all pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Purchase, Sale and Development Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Area or Urban Renewal Area means the area known as the Storm Lake Industrial Park Urban Renewal Area (as amended).

Assessor means the assessor for Buena Vista County, Iowa.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C for the Minimum Improvements and hereby made a part of this Agreement.

City means the City of Storm Lake, Iowa, or any successor to its functions.

Closing means the closing of the real estate transfer of the Development Property to Developer, as further defined in Section 4.8 which shall be within thirty (30) days of the execution of this Agreement by the City.

Code means the Code of Iowa, 2015, as amended.

Commence Construction means at a minimum to commence stabilization of the Existing Facility and the construction of structural improvements after entry into a valid and binding construction contract, which shall be within thirty (30) days after the Closing.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings and related documents which will be submitted to the building inspector of the City as required by applicable City codes.

Deed means the Quit Claim Deed given by the City to Developer for the Development Property in the form attached hereto as Exhibit F.

Developer means FB Storm Lake II, LLC, a Missouri limited liability company, and its permitted successors and assigns.

Development Property means that portion of the Urban Renewal Area described in Exhibit A.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Existing Facility means that portion of the building located on the Development Property prior to commencement of the Minimum Improvements and further described in Exhibit B-1.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

FB Storm Lake II, LLC TIF Account means a separate account within the Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund of the City, in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements and the Development Property.

Full-Time Equivalent Employment Unit means the employment of the equivalent of one person for 2,000 hours per year, assuming eight hours per day for a five-day, forty-hour work week for fifty weeks per year by Developer or the property management company that Developer uses to manage the Project.

Infrastructure Improvements means the improvements and other work described in Section 4(A).1 of this Agreement and further described in Exhibit B-1.

Minimum Improvements means the construction and development of a residential condominium/apartment facility at the Development Property, more particularly described in Exhibit B-1 and depicted in Exhibit B-2. Although the diagrams shown in Exhibit B-2 show three buildings, the Minimum Improvements include the construction of the middle building and the northern most building only, each a three-floor condominium/apartment building with at least 100 separate condominium/apartment units. After construction of the Minimum Improvements, the value of the Renovated Facility for the purpose of this Agreement is expected to be approximately \$11,000,000, but the Buena Vista County Assessor will make the final determination as to the value. The increased value of the Renovated Facility after construction of the Minimum Improvements, over and above \$189,440 (which is the January 1, 2016 assessed value of the Existing Facility (improvement value only)) is the value upon which the Economic Development Grants will be measured.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer, as the case may be, pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the Ordinance(s) of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund.

Project means the construction and operation of the Minimum Improvements on the Development Property and the creation and retention of jobs, as described in this Agreement.

Purchase Price has the meaning assigned to it in Section 4.2 of this Agreement.

Renovated Facility means the two buildings located on the Development Property after completion of the Minimum Improvements.

Stabilization and Transition Grants means the payments to be made by the City to Developer under Article XI of this Agreement.

State means the State of Iowa.

Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403 or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Tax Increments means the property tax revenues on the Minimum Improvements divided and made available to the City for deposit in the FB Storm Lake II, LLC TIF Account of the Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City).

Urban Renewal Plan means the Storm Lake Industrial Park Urban Renewal Plan, as amended, approved with respect to the Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

- a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.
- c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- d. The City will consider (in good faith) supporting Developer's Workforce Housing applications related to the Minimum Improvements.
- e. The City will submit an application to the Iowa Department of Natural Resources for a boat dock.
- f. The City will consider (in good faith) providing a non-exclusive access agreement from Sunrise Park Road to the Development Property.
- g. The City will consider (in good faith), to the extent possible, assisting Developer with zoning or design waivers required to construct the Minimum Improvements.
- h. The City will waive fifty percent (50%) of all utility fees and building permit fees related to the Minimum Improvements up to a maximum aggregate amount of Eighty Thousand Dollars (\$80,000).

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

- a. FB Storm Lake II, LLC, is a Missouri limited liability company duly organized and validly existing under the laws of the State of Missouri, registered with and authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.
- b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and

effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The construction of the Minimum Improvements will require a total investment of approximately \$14,000,000.

h. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by December 31, 2020.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Stabilization and Transition Grants and the Economic Development Grants being made to Developer pursuant to this Agreement.

m. Developer will not seek to change the current land assessment category, or the zoning classification, of the Development Property or the Minimum Improvements during the term of this Agreement.

ARTICLE III. CONSTRUCTION

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall require a total investment of approximately \$14,000,000.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than December 31, 2020; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend these dates by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.4. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion for the Minimum Improvements in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement solely with respect to the obligations of the Developer to construct the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of Section 3.4, the City shall, within twenty (20) calendar days after written request by the Developer, provide the Developer with a written statement indicating in adequate detail in what respects the Developer has failed to complete the applicable portion of the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts will be necessary, in the reasonable opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.4 is solely for the purposes of this Agreement, and shall not constitute approval for any other City purpose shall it subject the City to any liability for the Development Property or the Minimum Improvements as constructed.

ARTICLE IV. TRANSFER OF CITY OWNED REAL ESTATE

Section 4.1. Conditions Precedent to Transfer. The City's obligation to transfer title and possession of the Development Property to Developer at Closing, and Developer's obligation to pay the Purchase Price, shall be subject to satisfaction of the following conditions precedent:

- a. The ability of the City to meet its commitments under this Agreement is subject in all respects to completion of all required proceedings under Chapter 403 of the Code to effect adoption of the Urban Renewal Plan, and amendments thereto, to authorize this Project as an urban renewal project;
- b. The Developer is in material compliance with all of the terms of this Agreement; and

c. The Developer negotiating in good faith with the City to provide all necessary public utility easements, if any, over and through the Development Property.

Section 4.2. Transfer of Development Property. For Three Hundred Thousand Dollars (\$300,000) and other consideration including the obligations being assumed by the Developer hereunder and in furtherance of the Urban Renewal Plan and the Urban Renewal Act, the City agrees to sell, and the Developer agrees to purchase, the Development Property, together with all improvements thereon, subject to easements and appurtenant servient estates and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Section 403.8 of the Code.

Section 4.3. Purchase Price. The purchase price for the Development Property shall be Three Hundred Thousand Dollars (\$300,000) (the "Purchase Price"). Developer shall pay the Purchase Price (subject to prorations, reductions and credits as provided below) to the City by certified check or wire transfer as follows:

- a. Down payment of Ten Thousand Dollars (\$10,000) the receipt of which is hereby acknowledged by the City;
- b. Ninety Thousand Dollars (\$90,000) at the Closing; and
- c. Two Hundred Thousand Dollars (\$200,000) (which will be the balance of the purchase price remaining after Closing) by the earlier of: (i) the date on which the Developer closes its construction loan in connection with the First Mortgage; or (ii) the date which is six months after the Commencement Date plus interest on any unpaid balances thereof at the highest rate permitted by State law until fully paid; said payments to be applied first to the interest then unpaid and next upon the balance of the principal.

Section 4.4. Real Estate Taxes and Special Assessments.

- a. The Development Property is currently tax-exempt while owned by the City. Developer shall be responsible for all taxes post-Closing, if any; and
- b. All special assessments, if any, shall be paid by Developer.

Section 4.5. Reserved.

Section 4.6. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Development Property prior to Closing. The City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance prior to Closing. In the event of substantial damage or destruction prior to Closing, the City shall have the option of using insurance proceeds, if any, to rebuild the Development Property. In the event of substantial damage to or destruction of the Development Property prior to Closing, City shall provide a written notice to Developer of such substantial damage or destruction and thereafter Developer shall have an option to terminate this Agreement; provided, however, that Developer must give written notice to the City exercising such option to terminate within ten (10) days after receipt of the notice from the City. Developer shall bear the risk of loss or damage to the Development Property after Closing in accordance with Article V.

Section 4.7. Condition of Property; Care and Maintenance. As of Closing, Developer agrees to take the Existing Facility and Development Property "As Is." The City makes no warranties or representations as to the condition of the Existing Facility or Development Property including, but not limited to, latent or hidden conditions. Developer hereby waives all claims against the City as to the condition of the Existing Facility and Development Property.

Section 4.8. Possession; Closing. Upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, Closing shall take place within thirty (30) days after the execution of this Agreement by the City. This purchase shall be considered "Closed" upon the delivery to Developer of a duly executed quit claim deed for the Development Property in the form of deed attached hereto as Exhibit F. All parties and individual signatories hereto further agree to make, execute and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 4.9. Fixtures. Included with the Development Property shall be the Existing Facility and all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached.

Section 4.10. Abstract and Title. The City shall provide an abstract for the Development Property within ten (10) days after the Commencement Date, continued through a date no more than forty-five (45) days prior to Closing, and deliver it to Developer or Developer's agent for examination, which shall become the property of the Developer upon Closing. It shall show marketable title in the City in conformity with this Agreement, Iowa law, and the title standards of the Iowa State Bar Association. The City shall make reasonable efforts to promptly perfect title. The City makes no representations or warranties concerning the marketability of title to the Development Property.

Section 4.11. Survey and Platting. Developer shall be responsible for all survey and platting of the Development Property. The City authorizes Developer and/or its agents and contractors access to the Development Property for survey and platting purposes between the Commencement Date and Closing.

Section 4.12. Environmental Matters. At Closing, the City will file with the County Recorder's office a properly executed Groundwater Hazard Statement as required by law. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties or representations as to the environmental condition of the Development Property. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the date of Closing. This Section shall survive the Closing.

Section 4.13. Certification. Developer and City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

ARTICLE IV(A). INFRASTRUCTURE IMPROVEMENTS

Section 4(A).1. Infrastructure Improvements. The City shall complete the necessary steps to review the Developer's design, and assuming it meets all federal, State and local requirements, the City shall bid, and construct the Infrastructure Improvements as described on Exhibit B-1. The Infrastructure Improvements include the construction of that portion of the driveways, sidewalks and parking located on City owned right-of-way, but designed for the Project. The estimated Infrastructure Improvements are expected to cost approximately \$100,000. Developer understands and agrees that an amount equivalent to the City's costs in excess of \$100,000, if any, incurred in connection with the design, bidding, and construction of the Infrastructure Improvements shall be reimbursed to the City by Developer, and on failure of such reimbursement by Developer within sixty (60) days from receipt of an invoice from City, the City may deduct such costs and reasonable attorney fees incurred from Developer's Stabilization and Transition Grants or Economic Development Grants.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, members, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including

(without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all State, federal and local laws, rules and regulations relating to the Development Property and Minimum Improvements.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with this Agreement.

Section 6.6. Employment. At least 1 Full-Time Equivalent Employment Units shall be employed either by Developer or by the property management company hired by Developer to manage the Project at the Minimum Improvements by no later than January 1, 2021, and thereafter either Developer or the property management company hired by Developer to manage the Project shall retain a Monthly Average of at least 1 Full-Time Equivalent Employment Units at the Minimum Improvements until the Termination Date of this Agreement. Developer's Annual Certifications, due beginning on October 15, 2021, shall show that a Monthly Average of at least 1 Full-Time Equivalent Employment Units has been maintained by either the Developer or the property management company hired by Developer at the Minimum Improvements over each twelve (12) month period from November 1 through the next October 1, (or, in the first certification year, an average of at least 1 Full-Time Equivalent Employment Units from January 1, 2021 through October 1, 2021).

"Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months, as shown in Developer's Annual Certification in Section 6.7. Developer shall not receive any Economic Development Grants if the Monthly Average of Full-Time Equivalent Employment Units

employed by Developer or the property management company hired by Developer does not meet the requirements of this Section 6.6. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

Section 6.7. Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Minimum Improvements; (iii) certification of the number of Full-Time Equivalent Employment Units employed by Developer or the property management company hired by Developer as of October 1 and as of the first day of each of the preceding eleven (11) months (prorated for the first certification); and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2021 and ending on October 15, 2039, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit E for form required for Developer's Annual Certification.

Section 6.8. Term of Operation. Developer shall maintain its operations at the Minimum Improvements on the Development Property, including the employee obligations in Section 6.6, until the Termination Date of this Agreement.

Section 6.9. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

Section 6.10. Real Property Taxes. Developer, or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the Development Property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its permitted successors and assigns agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property, Minimum Improvements or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, of which approval shall not be unreasonably withheld. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Developer may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Developer may assign its interest under this Agreement for such purpose.

In the event that Developer wishes to assign this Agreement, including its rights and duties hereunder, Developer and transferee individual or entity shall request that the City and Developer consent to an amendment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer obligations under this Agreement. Such transfer shall not be effective unless and until the City and Developer consent in writing to an amendment of this Agreement authorizing the transfer.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal

Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to eighteen (18) years of consecutive annual payments of Economic Development Grants to Developer up to a total amount not to exceed Two Million Three Hundred Thousand Dollars (\$2,300,000) under the following formula:

Assuming the completion of the Minimum Improvements by December 31, 2020 and full assessment of the Minimum Improvements on January 1, 2021, and debt certification by the City to the Auditor prior to December 1, 2021, the Economic Development Grants shall commence on June 1, 2023 and end on June 1, 2040 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2023	80% of Tax Increments for Fiscal Year 2022-2023
June 1, 2024	80% of Tax Increments for Fiscal Year 2023-2024
June 1, 2025	80% of Tax Increments for Fiscal Year 2024-2025
June 1, 2026	80% of Tax Increments for Fiscal Year 2025-2026
June 1, 2027	80% of Tax Increments for Fiscal Year 2026-2027
June 1, 2028	80% of Tax Increments for Fiscal Year 2027-2028
June 1, 2029	70% of Tax Increments for Fiscal Year 2028-2029
June 1, 2030	70% of Tax Increments for Fiscal Year 2029-2030
June 1, 2031	70% of Tax Increments for Fiscal Year 2030-2031
June 1, 2032	70% of Tax Increments for Fiscal Year 2031-2032
June 1, 2033	70% of Tax Increments for Fiscal Year 2032-2033
June 1, 2034	60% of Tax Increments for Fiscal Year 2033-2034
June 1, 2035	60% of Tax Increments for Fiscal Year 2034-2035
June 1, 2036	60% of Tax Increments for Fiscal Year 2035-2036
June 1, 2037	60% of Tax Increments for Fiscal Year 2036-2037
June 1, 2038	60% of Tax Increments for Fiscal Year 2037-2038
June 1, 2039	60% of Tax Increments for Fiscal Year 2038-2039
June 1, 2040	60% of Tax Increments for Fiscal Year 2039-2040

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on the Development Property under the terms of the Ordinance and deposited into the FB Storm Lake II, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

The Parties recognize that the Minimum Improvements consist of the stabilization of the Existing Facility and construction of a market rate condominium/apartment facility including two 3-story condominium/apartment buildings which shall contain at least 100 units as more particularly described in Exhibit B-1 to this Agreement. The construction of the Minimum Improvements is expected to be completed by December 31, 2020. Total project costs are expected to be approximately \$14,000,000. For the purposes of this Agreement, the January 1, 2016 assessed value of the Existing Facility will not be considered part of the incremental value created by the Minimum Improvements for any Economic Development Grants. The parties agree that the January 1, 2016 assessed value of the

Existing Facility (improvement value only) is \$189,440. The parties agree that the increased value after construction of the Minimum Improvements for the purpose of this Agreement is expected to be approximately \$11,000,000, but the Buena Vista County Assessor will make the final determination as to the value.

Section 8.2. Payment Schedule. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if Developer's Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, of which approval shall not be unreasonably withheld, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion by December 2020 and first full assessment on January 1, 2021, if Developer certifies in October 2021 and the City certifies to the County by December 1, 2021, the first Economic Development Grants would be paid to Developer on June 1, 2023 (for 80% of the Tax Increment for fiscal year 2022-2023)). The schedule of the payments for Economic Development Grants set forth in Section 8.1 is based on the first full assessment of the Minimum Improvements being January 1, 2021. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2021, then the first Economic Development Grant will not begin as scheduled, but will be delayed one year. However, in no event shall the schedule of Economic Development Grants be delayed more than one year, meaning that the latest potential date for Developer's first Economic Development Grant, if eligible, is June 1, 2024.

Section 8.3. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the specified time period, but in no event shall exceed Two Million Three Hundred Thousand Dollars (\$2,300,000) over eighteen (18) years. It is recognized by all parties that the total aggregate amount set forth above is a maximum amount only and that the actual payment amounts will be determined as set forth in Section 8.1 and this Article.

Section 8.4. Limitations. The Economic Development Grants are only for the Minimum Improvements described in this Agreement (building/improvement increase value only) and not any future expansions which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 8.5. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- a. compliance with the terms of this Agreement, including, but not limited to, the employment obligations in Section 6.6 of this Agreement, and payment of property taxes; and
- b. timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof; and

c. an assessed value of the Minimum Improvements (building/improvement increase value only) of at least \$11,000,000.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify Developer for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 8.1 and 8.3.

Section 8.6. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the FB Storm Lake II, LLC TIF Account of the Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the FB Storm Lake II, LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be

deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

d. If the City Council exercises its right of non-appropriation of an Economic Development Grant as set forth in this Section, it shall consider its right of non-appropriation for all other economic development grants subject to non-appropriation by the City and payable in the same fiscal year.

Section 8.7. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights

under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or their officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

a. Failure by Developer to Commence Construction;

b. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;

c. Transfer of Developer's interest in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;

d. Failure by Developer to timely pay ad valorem taxes on the Development Property and Minimum Improvements;

e. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, including but not limited to Sections 6.6, 6.7, 6.8, and 6.9 of this Agreement;

f. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

g. Developer:

i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

- ii. makes an assignment for the benefit of its creditors; or
- iii. admits in writing its inability to pay its debts generally as they become due; or
- iv. is adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

h. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;
- b. The City may forfeit and/or terminate this Agreement;
- c. The City may withhold the Certificate of Completion;
- d. The City shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default.
- e. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or
- f. The City shall have no obligation to make payment of Stabilization and Transition Grants or Economic Development Grants to Developer subsequent to an Event of Default and shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Stabilization and Transition Grants and the Economic Development Grants previously made to Developer under Article VIII and Article XI, respectively, hereof, with interest thereon at a rate of 6%. The City may take any action, including any legal action it deems necessary, to recover such

amount from Developer. The City may only demand such payment following its reasonable determination that Developer is in default under this Agreement, which has not been cured, including if Developer fails to satisfy the employment obligations under Section 6.6 hereof and it has not been cured.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer and the City shall each pay for its own attorney's fees associated with this Agreement; and

b. Whenever any Event of Default occurs and the City employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand with a thirty (30) day written notice from the City therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI. STABILIZATION AND TRANSITION GRANTS

Section 11.1. Stabilization and Transition Grants. For and in consideration of the obligations of Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article and this Agreement) to make two Stabilization and Transition Grants to Developer as follows:

a. Subject to the conditions precedent in Section 11.2.a., the first Stabilization and Transition Grant shall be in the amount of One Hundred Thousand Dollars (\$100,000) and shall be due at Closing.

b. Subject to the conditions precedent in Section 11.2.a. and Section 11.2.b., the second Stabilization and Transition Grant shall be in the amount of One Hundred Fifty Thousand Dollars (\$150,000) and shall be due on or before July 31, 2017.

Section 11.2. Conditions Precedent. Notwithstanding the provisions of Section 11.1, the City's obligation to grant Developer either of the Stabilization and Transition Grants under this Agreement shall be subject to satisfaction of the following conditions precedent:

a. the Developer shall be in material compliance with all the terms and provisions of this Agreement; and

b. the Developer shall have Commenced Construction.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Stabilization and Transition Grants and the provisions of this Article shall terminate and be of no further force or effect.

Section 11.3. Maximum Amount of Stabilization and Transition Grants. The total amount of the Stabilization and Transition Grants paid by the City under this Article XI shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000). The Stabilization and Transition Grants are only for the Minimum Improvements described in this Agreement and not any future construction or expansion which, to be eligible for additional incentives, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 11.4. Source of Grant Funds Limited.

a. The Stabilization and Transition Grants shall be payable from and secured solely and only by amounts deposited and held in the Storm Lake Industrial Park Urban Renewal Area Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof to pay the Stabilization and Transition Grants, as and to the extent set forth in this Article. The Stabilization and Transition Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Stabilization and Transition Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Stabilization and Transition Grants for which Developer is eligible.

b. Each Stabilization and Transition Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Stabilization and Transition Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions

of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 11.1 hereof, the City shall have no obligation to make a Stabilization and Transition Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of tax increments to fund a Stabilization and Transition Grant to Developer, as contemplated under said Section 11.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Stabilization and Transition Grants would otherwise have been paid to Developer under the terms of Section 11.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

d. If the City Council exercises its right of non-appropriation of a Stabilization and Transition Grant as set forth in this Section, it shall consider its right of non-appropriation for all other stabilization and transition grants subject to non-appropriation by the City and payable in the same fiscal year.

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to FB Storm Lake II, LLC at 8201 NW 97th Terrace, Kansas City, MO 64153, Attn: Steven Foutch; and 8405 Blackstone Court, Johnston, IA, 50131, Attn: Shawn Foutch;
- b. In the case of the City, is addressed to or delivered personally to the City at P.O. Box 1086, 620 Erie Street, Storm Lake, IA 50588, Attn: City Manager;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2040, unless terminated earlier under the provisions of this Agreement.

Section 12.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 12.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

ARTICLE XIII. CONDITIONS PRECEDENT

Section 13.1. Conditions Precedent. Notwithstanding anything herein to the contrary, in addition to all other conditions precedent throughout this Agreement, Developer and City acknowledge and agree that the rights and obligations of both parties under this Agreement are subject to and contingent upon the following events occurring:

a. Completion of all required proceedings under Chapter 403 of the Code including, but not limited to Section 403.8, to approve the Purchase, Sale and Development Agreement contemplated herein. The City shall, with all reasonable due diligence, conduct the foregoing proceedings and upon request of Developer shall keep the Developer apprised of its progress in connection with the same.

Section 13.2. Conditions Precedent Deadline. If the conditions precedent provided in Section 13.1 above have not been satisfied by January 1, 2017, this Agreement shall be void from the outset and shall be of no force or effect.

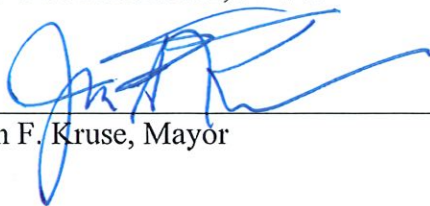
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF STORM LAKE, IOWA

By:


Jon F. Kruse, Mayor

ATTEST:

By:


Sue Vossberg, City Clerk

STATE OF IOWA

)

) SS

COUNTY OF BUENA VISTA

)

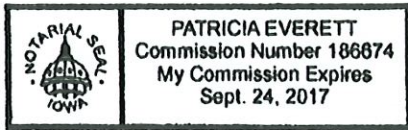
On this 31 day of October, 2016, before me a Notary Public in and for said State, personally appeared Jon F. Kruse and Sue Vossberg, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.




Notary Public in and for the State of Iowa

[Signature page to Purchase, Sale and Development Agreement – City of Storm Lake]

FB STORM LAKE II, LLC,
a Missouri limited liability company



By: Shawn Foutch
Shawn Foutch, Manager

STATE OF Iowa)
COUNTY OF Polk) SS

On this 25 day of Oct., 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake II, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Patricia Everett
Notary Public in and for said State

[Signature page to Purchase, Sale and Development Agreement –FB Storm Lake II, LLC]

EXHIBITS

EXHIBIT A.....	Legal Description of Development Property
EXHIBIT B-1.....	Description of the Minimum Improvements, Existing Facility and Infrastructure Improvements
EXHIBIT B-2.....	Diagram of the Minimum Improvements
EXHIBIT C.....	Certificate of Completion for Minimum Improvements
EXHIBIT D.....	Memorandum of Agreement
EXHIBIT E.....	Developer Annual Certification
EXHIBIT F.....	Form of Quit Claim Deed

EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N $\frac{1}{2}$ NEFrac $\frac{1}{4}$) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the southeast corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57'36" West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said south line, South 88°57'36" West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Miscellaneous Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08'30" West, 133.80 Feet; thence North 36°18'01" West, 264.00 Feet; thence North 44°23'22" West, 376.74 Feet; thence North 49°58'48" West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01'12" East, 170.00 Feet; thence South 49°58'48" East, 28.30 Feet; thence South 44°23'22" East, 397.06 Feet; thence South 36°18'01" East, 298.64 Feet; thence South 21°08'30" East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record.

Buena Vista County Parcel #14-11-200-006

EXHIBIT B-1
DESCRIPTION OF MINIMUM IMPROVEMENTS AND EXISTING FACILITY

Minimum Improvements means the construction and development of a residential condominium/apartment facility on the Development Property. The Minimum Improvements shall consist of two separate buildings each of which shall be 3 stories tall and include a minimum of 100 condominium/apartment units between the two buildings. The Minimum Improvements must be completed by December 31, 2020. See the attached Exhibit B-2 showing the footprint for three buildings. The Minimum Improvements required and defined under this Agreement are only the middle and northern most building.

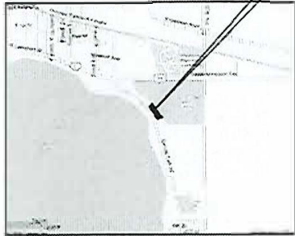
After construction of the Minimum Improvements, the value of the Renovated Facility for the purpose of this Agreement is expected to be approximately \$11,000,000, but the Buena Vista County Assessor will make the final determination as to the value. The increased value of the Renovated Facility after construction of the Minimum Improvements, over and above \$189,440 (which is the January 1, 2016 assessed value of the Existing Facility on the Development Property (improvement value only)) is the value upon which the Economic Development Grants will be measured.

Existing Facility means the existing earthwork, footings, underfloor plumbing, utilities, foundation walls, garage floor slab and structural core deck for the first floor of each of the middle building and northern most building shown in Exhibit B-2. The water proofing of the perimeter walls was in progress but not completed when the original job was abandoned in 2007. The January 1, 2016 assessed value of the Existing Facility (improvement value only) is \$189,440.

Infrastructure Improvements means the construction of that portion of the driveways, sidewalks and parking located on City owned right-of-way, but designed for the Project. The Infrastructure Improvements are expected to cost approximately \$100,000.

SUNSET BAY CONDOMINIUMS

NOT TO SCALE



STANLEY GAY CONSULTING, LLC
8600 WESTINGHOUSE PARKWAY
WEST DUNELAND, MARYLAND 21158

ARCHITECT
SIMONSON & ASSOCIATES LLC
2410 130TH STREET
URBANA, IL 61802
(312) 440-3620 FAX
(312) 440-3620 FAX

SHAWSON & ASSOCIATES LLC
2420 NORTH STREET
URBANA, ILL. 61822
(312) 440-3629 FAX
(312) 440-3629 FAX

ENGINEER / SURVEYOR
ONE, DESIGN ADVANTAGE, LLC
2504 NW 12TH STREET, SUITE C
GAINES, IOWA 50501
(515) 369-4400 PHONE
(515) 369-6476 FAX

GMA DESIGN ADVANTAGE, LLC
 2504 NW 12TH STREET, SUITE
 6000, MIAMI, FL 33142
 (312) 360-4400 PHONE
 (312) 360-4412 FAX

NET AREA = 3.29 ACRES

ZONING

D-4 (MULTI-FAMILY RESIDENTIAL DISTRICT)

NEW REGULATIONS SHALL APPLY AS FOLLOWS:

MAXIMUM HEIGHT = 65 FEET
MAXIMUM BUILDING COVERAGE = 50%
MAXIMUM IMPERVIOUS COVERAGE = 45%
FRONT YARD SETBACK = 0 FEET
SIDE YARD SETBACK = 5 FEET
REAR YARD SETBACK = 10 FEET

SETBACKS AND IMPERVIOUS AREA REFLECT VA
APPROVED BY THE STORM LAKE ZONING BOAR
ADJUDICATOR ON JUNE 16, 2006

- FIRST SIGHTING 8-31-68

NO.	DESCRIPTION
1	TITLE SHEET
2	DETAILS / HYDRANT COVERAGE PLAN
3	SITE AND DIMENSION PLAN
4	GRADING PLAN / SWEEP NOTES
5	UTILITY PLAN

PROPOSED		DISTING.	
TIME-WA STORM INTAKE		STORM SEWER MANHOLE	
TIME-WA STORM INTAKE		STORM SEWER MANHOLE	
TIME-WA STORM INTAKE		WATER VALVE	
TIME-WA STORM INTAKE		PIPE HUB/JUNT	
TIME-WA STORM INTAKE		STORM SEWER INTERM.	
TIME-WA STORM INTAKE		TELEPHONE JUNCTION BOX	
TIME-WA STORM MANHOLE		ELECTRIC BOX	
TIME-WA STORM MANHOLE		CABLE TV FEEDBACK	
TIME-A SANITARY MANHOLE		MALDOW	
MANHOLE PAD		SEWER POLE	
SANITARY-A STORM CLEANOUT		STORM LIGHT	
WATER VALVE		OLEY ANCHOR	
PIPE HUB/JUNT ASSEMBLY		FLSH	
SEW		CONCRETE TREE	
STORM SEWER STRUCTURE NO.		TELEPHONE POLE	
STORM SEWER PIPE NO.		OVERHEAD ELECTRIC	
SANITARY SEWER STRUCTURE NO.		FIELD TIE	
SANITARY SEWER PIPE NO.		FIELD TIE	
WATERMAIN M/S SIZE		STORM SEWER M/S SIZE	
STORM SEWER M/S SIZE			
SANITARY SEWER SERVICE, 4"			
WATER SERVICE, 1"			
SEWERAGE, 6"			
5-1/2" F.I.D.			
HEAD OF MAP			
PERMANENT EXCAVATION			

SMONSON & ASSOCIATES
ARCHITECTS, L.L.C.
2420 128th Street
Urbandale, Iowa 50323
515.440.5626 Fax: 515.440.0364
E-mail: smonson@smonsonassoc.com

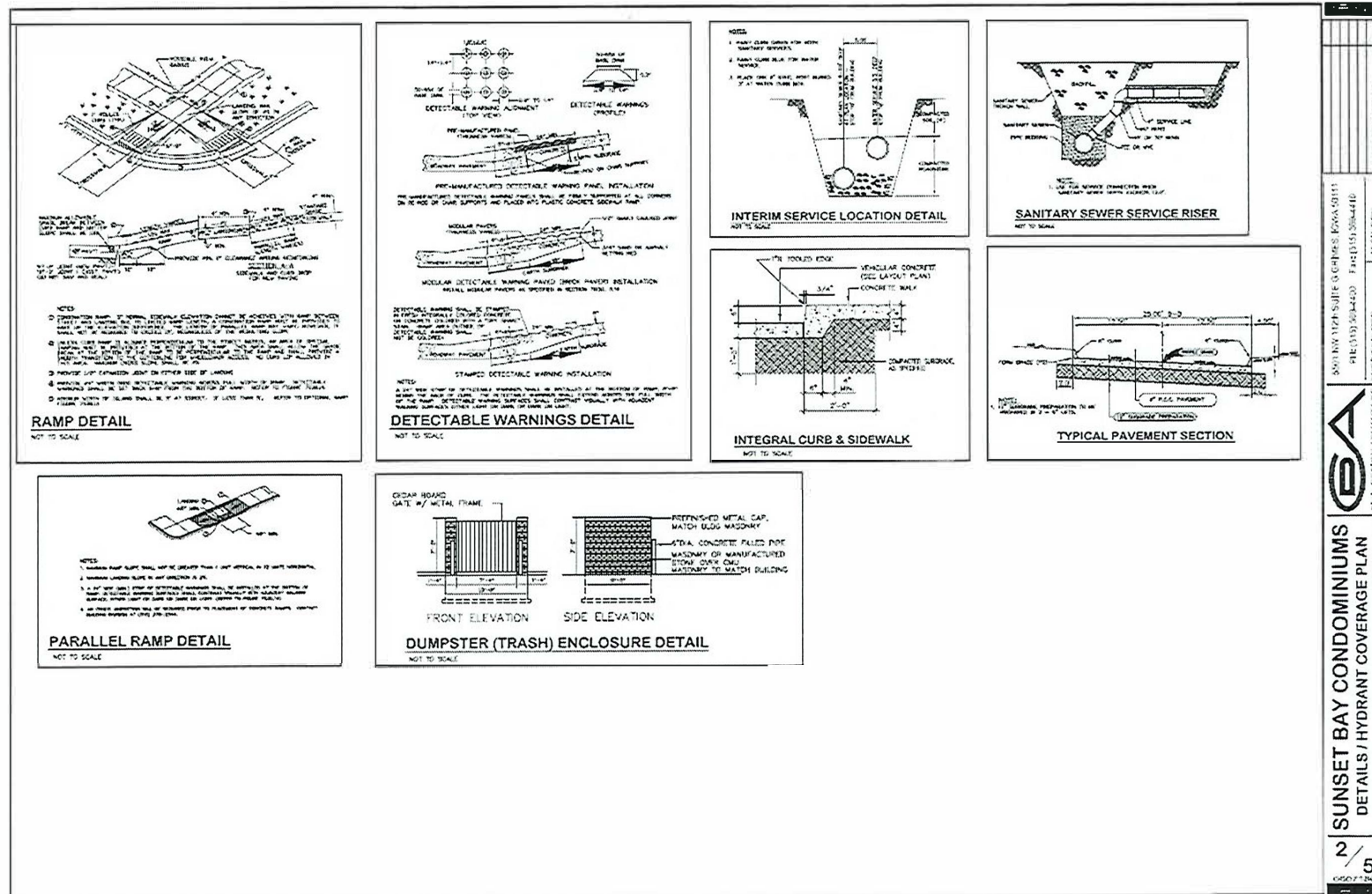


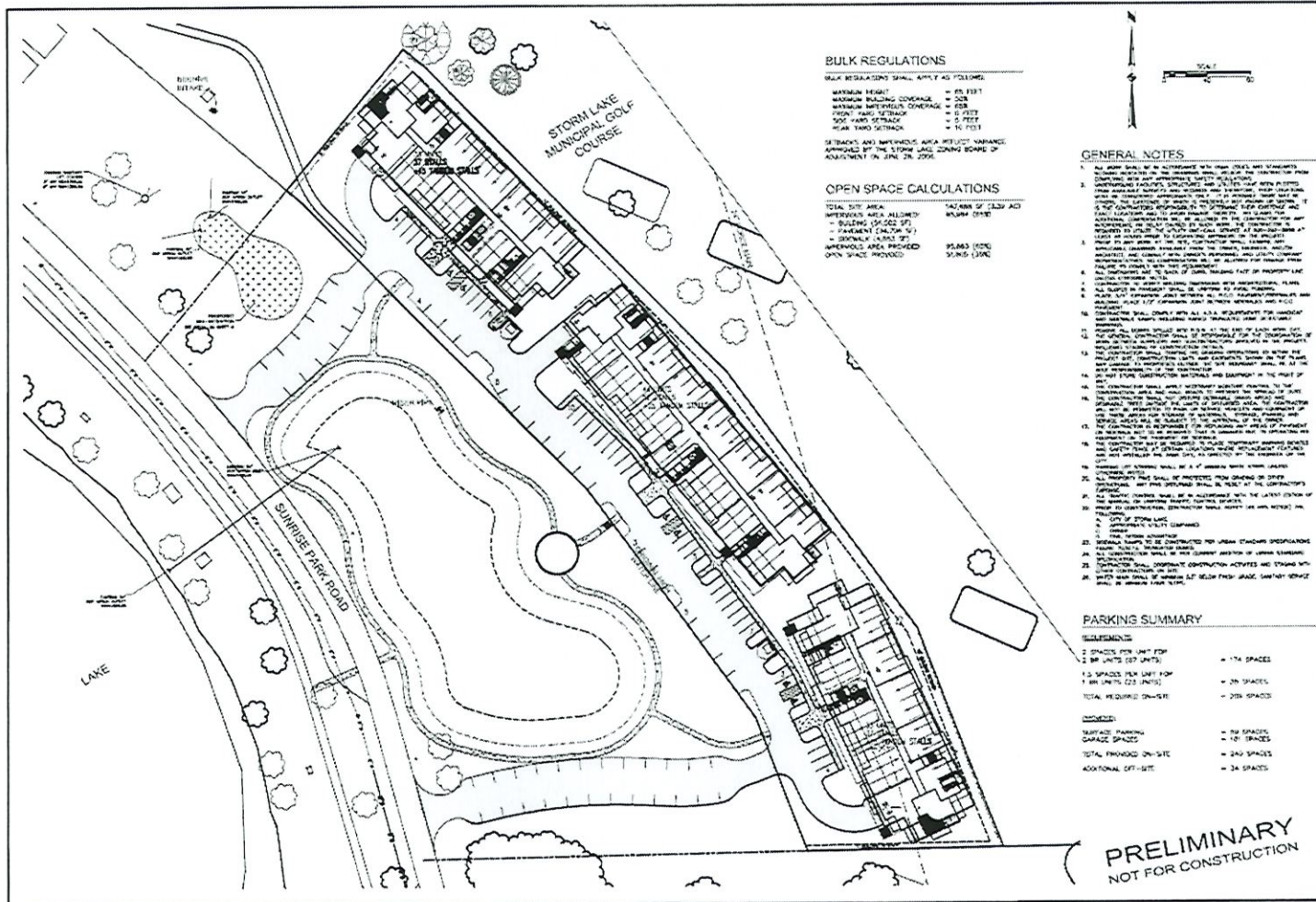
CIVIL DESIGN ADVANTAGE
 1001 NEW YORK BLVD., G. CAPRI, JONASDOTTIR
 NEW YORK, NY 10017-1001
 TEL: (212) 696-1001 FAX: (212) 696-1001
 PROJECT NO. 0607180

The most recent edition of the Urban Standard Specifications for Public Improvements, including City of Storm Lake Special Provisions, Addendums and Supplemental Specifications shall apply to all work on this project unless otherwise noted.

This design specifically prepared for use at the location shown. Use in any other manner exceeds the intended purpose of these drawings and any accompanying specifications.







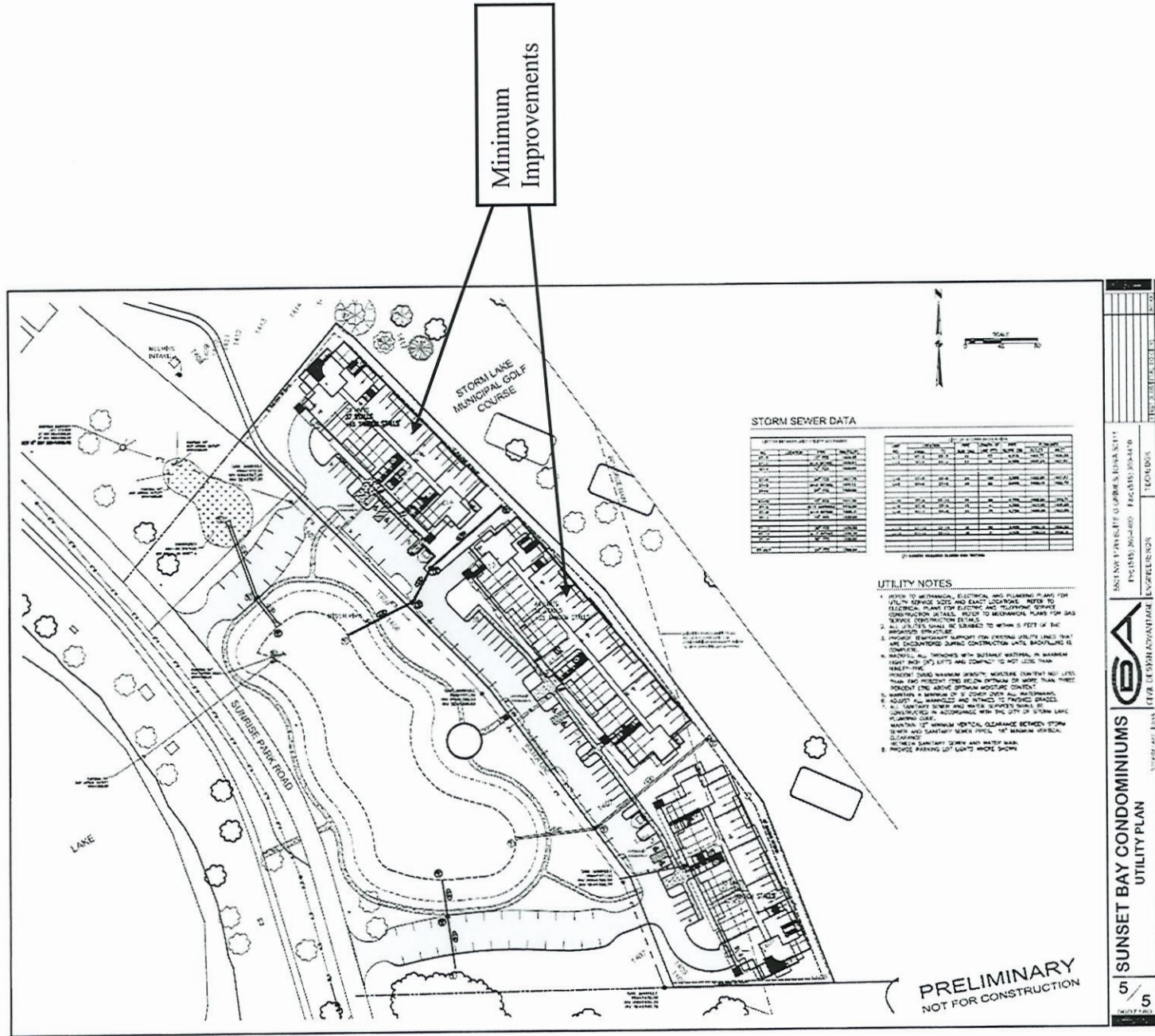


EXHIBIT C
CERTIFICATE OF COMPLETION FOR MINIMUM IMPROVEMENTS

WHEREAS, the City of Storm Lake, Iowa, ("City") and FB Storm Lake II, LLC, a Missouri limited liability company, ("Developer"), did on or about the _____ day of _____, 2016, make, execute and deliver, each to the other, a Purchase, Sale and Development Agreement (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N½NEFrac¼) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the southeast corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57'36" West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said south line, South 88°57'36" West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Miscellaneous Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08'30" West, 133.80 Feet; thence North 36°18'01" West, 264.00 Feet; thence North 44°23'22" West, 376.74 Feet; thence North 49°58'48" West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01'12" East, 170.00 Feet; thence South 49°58'48" East, 28.30 Feet; thence South 44°23'22" East, 397.06 Feet; thence South 36°18'01" East, 298.64 Feet; thence South 21°08'30" East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record.

Buena Vista County Parcel #14-11-200-006

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements in accordance with the Agreement (as defined therein); and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are

hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Buena Vista County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Remainder of page intentionally left blank; signature page follows]

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

By: _____
Sue Vossberg, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2016, before me a Notary Public in and for said State, personally appeared Jon F. Kruse and Sue Vossberg, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion for Minimum Improvements – City of Storm Lake]

EXHIBIT D
MEMORANDUM OF AGREEMENT

[See following pages.]

Buena Vista Shari O'Bannon
Fee Book 162922
11/01/2016 02:16PM # Pages 5
AGR AGREEMENT
Total Fees: \$27.00

INDEX

Type of Document: **MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF
STORM LAKE, IOWA AND FB STORM LAKE II, LLC**

chg
Return Document to: **Sue Vossberg
City of Storm Lake
City Hall
620 Erie Street
Storm Lake, IA 50588**

Preparer Information: **Jason L. Comisky
Ahlers & Cooney, P.C.
100 Court Ave., Ste. #600
Des Moines, IA 50309
(515) 243-7611**

Taxpayer Information: **N/A**

GRANTORS: N/A

GRANTEES: N/A

LEGAL DESCRIPTION: **See the first page of the Memorandum of Agreement.**

MEMORANDUM OF AGREEMENT

WHEREAS, the City of Storm Lake, Iowa ("City"), and FB STORM LAKE II, LLC, a Missouri limited liability company, ("Developer"), did on or about the 31st day of October, 2016, make, execute and deliver, each to the other, a Purchase, Sale and Development Agreement ("Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Storm Lake Industrial Park Urban Renewal Plan ("Plan"), as amended, to develop certain real property located within the City and within the Storm Lake Industrial Park Urban Renewal Area, as amended.

The Development Property is described as follows:

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N $\frac{1}{2}$ NEFrac $\frac{1}{4}$) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the southeast corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57'36" West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said south line, South 88°57'36" West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Miscellaneous Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08'30" West, 133.80 Feet; thence North 36°18'01" West, 264.00 Feet; thence North 44°23'22" West, 376.74 Feet; thence North 49°58'48" West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01'12" East, 170.00 Feet; thence South 49°58'48" East, 28.30 Feet; thence South 44°23'22" East, 397.06 Feet; thence South 36°18'01" East, 298.64 Feet; thence South 21°08'30" East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record.

Buena Vista County Parcel #14-11-200-006

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the 31st day of October, 2016 and terminates on December 31, 2040, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

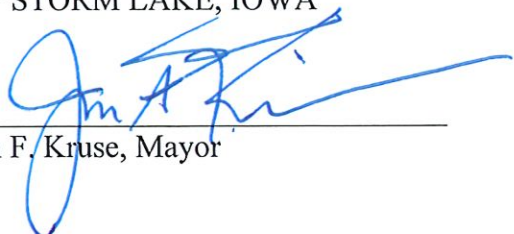
3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Storm Lake, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement on the 31st day of October, 2016.

[Remainder of page intentionally left blank; signature page follows]

(SEAL)

CITY OF STORM LAKE, IOWA

By: 

Jon F. Kruse, Mayor

ATTEST:

By: 

Sue Vossberg, City Clerk

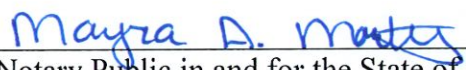
STATE OF IOWA)

) SS

COUNTY OF BUENA VISTA)

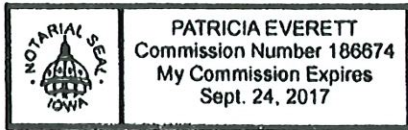
On this 31 day of October, 2016, before me a Notary Public in and for said State, personally appeared Jon F. Kruse and Sue Vossberg, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.




Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement – City of Storm Lake]

FB STORM LAKE II, LLC,
a Missouri limited liability company



By: [Signature]
Shawn Foutch, Manager

STATE OF Mo)
COUNTY OF Folk) SS

On this 25 day of Oct., 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake II, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

[Signature]
Notary Public in and for said State

[Signature page to Memorandum of Agreement – FB Storm Lake II, LLC]

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 of the Agreement as follows:

(i) all ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements (building only) were first fully assessed on January 1, 20__, at a full assessment value of \$_____;

(iii) The total number of Full-Time Equivalent Employment Units employed by Developer at the Minimum Improvements as of October 1, 20__ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__:	_____	April 1, 20__:	_____
September 1, 20__:	_____	March 1, 20__:	_____
August 1, 20__:	_____	February 1, 20__:	_____
July 1, 20__:	_____	January 1, 20__:	_____
June 1, 20__:	_____	December 1, 20__:	_____
May 1, 20__:	_____	November 1, 20__:	_____

(iv) the undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certifies that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

[Remainder of page intentionally left blank; signature page follows]

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

FB STORM LAKE II, LLC,
a Missouri limited liability company

By: _____
Shawn Foutch, Manager

Attachments: Proof of payment of taxes

[Signature page to Developer Annual Certification –FB Storm Lake II, LLC]

EXHIBIT F
FORM OF QUIT CLAIM DEED

QUIT CLAIM DEED

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Jason L. Comisky
Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, IA 50309
(515) 243-7611

Taxpayer Information:

FB Storm Lake II, LLC
8201 NW 97th Terrace
Kansas City, Missouri 64153

Return Document To:

FB Storm Lake II, LLC
8201 NW 97th Terrace
Kansas City, Missouri 64153

Grantors: City of Storm Lake, Iowa

Grantees: FB Storm Lake II, LLC

Legal Description: See first page of Quit Claim Deed.

Document or instrument number of previously recorded documents:

QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, the **City of Storm Lake, Iowa**, ("Grantor") does hereby Quit Claim to **FB Storm Lake II, LLC**, a Missouri limited liability company, ("Grantee") the following described real estate in Buena Vista County, Iowa:

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N½NEFrac¼) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the southeast corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57'36" West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said south line, South 88°57'36" West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Miscellaneous Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08'30" West, 133.80 Feet; thence North 36°18'01" West, 264.00 Feet; thence North 44°23'22" West, 376.74 Feet; thence North 49°58'48" West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01'12" East, 170.00 Feet; thence South 49°58'48" East, 28.30 Feet; thence South 44°23'22" East, 397.06 Feet; thence South 36°18'01" East, 298.64 Feet; thence South 21°08'30" East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record.

Buena Vista County Parcel #14-11-200-006

This Deed is subject to all the terms, provisions, covenants, conditions and restrictions contained in that certain Purchase, Sale and Development Agreement, executed by the Grantor and Grantee herein, dated _____, 2016, as amended (hereinafter the "Agreement") which is herein incorporated by reference, a copy of which is on file for public inspection at the office of the City Clerk of the Grantor. All capitalized terms contained in this Deed have the same meaning as assigned to them in the Agreement. None of the provisions of the Agreement shall be deemed merged in, affected or impaired by this Deed.

This transfer is exempt under Iowa Code Chapter 428A.2.19

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.

[Remainder of page intentionally left blank; signature page follows]

Dated: _____

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

By: _____
Sue Vossberg, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2016, before me a Notary Public in and for said State, personally appeared Jon F. Kruse and Sue Vossberg, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Quit Claim Deed – City of Storm Lake, Iowa]

01280379-1\11149-095

**FIRST AMENDMENT
TO
AGREEMENT FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
CITY OF STORM LAKE, IOWA
AND
FB STORM LAKE II, LLC**

THIS FIRST AMENDMENT ("Amendment") to that certain Agreement for Private Development by and between the CITY OF STORM LAKE, IOWA ("City"), and FB STORM LAKE II, LLC, a Missouri limited liability company ("Developer"), dated October 31, 2016 ("Agreement"), is made as of the 15th day of November, 2021, between the City and the Developer.

WITNESSETH:

WHEREAS, the City and the Developer previously executed the Agreement and recorded a Memorandum of the Agreement at Document # 162922 in the records of the Recorder of Buena Vista County, Iowa; and

WHEREAS, pursuant to the Agreement, the City agreed to sell certain property (the "Development Property") located within the Storm Lake Industrial Park Urban Renewal Area to the Developer, and in exchange, the Developer would cause certain Minimum Improvements to be constructed on the Development Property; and

WHEREAS, the City and Developer desire to amend the Agreement to (i) increase the amount of Developer's investment in the Minimum Improvements; (ii) increase the amount of the anticipated assessed value after completion of the Minimum Improvements; (iii) extend the deadline for construction of the Minimum Improvements and provide for separate development timelines of the Building 1 Minimum Improvements and Building 2 Minimum Improvements; (iv) extend other dates to correspond to the new development timeline; and (v) update the aggregate amount of Economic Development Grants that may be paid to the Developer and extend the number of years the Economic Development Grants may be paid; and

WHEREAS, the parties further desire to provide in this Amendment for the execution of various easements, as contemplated by Section 2.1(f) of the Agreement, addressing pedestrian access between Sunrise Park Road right-of-way to public docks located on Storm Lake and rights of access, egress, and the use and maintenance of the property between the Development Property and the Sunrise Park Road public right-of-way.

NOW THEREFORE, it is agreed by the City and the Developer:

1. Definitions. All capitalized words used herein and not specifically defined shall have the same definitions as in the Agreement. Notwithstanding the foregoing, the following changes are made to the definitions in Article I of the Agreement:

A. The definition of “Minimum Improvements” is hereby replaced with the following:

Minimum Improvements means the construction and development of a residential condominium/apartment facility at the Development Property, including the Building 1 Minimum Improvements and the Building 2 Minimum Improvements, as more particularly described in Exhibit B-1 and depicted in Exhibit B-2. Although the diagrams shown in Exhibit B-2 show three buildings, the Minimum Improvements include the construction of the middle building and the northern-most building only, each anticipated to be a three-floor condominium/apartment building with at least 100 separate condominium/apartment units combined. After construction of the Minimum Improvements, the value of the Renovated Facility for the purpose of this Agreement is expected to be approximately \$14,000,000, but the Buena Vista County Assessor will make the final determination as to the value. The increased value of the Renovated Facility after construction of the Minimum Improvements, over and above \$189,440 (which is the January 1, 2016 assessed value of the Existing Facility (improvement value only)) is the value upon which the Economic Development Grants will be measured.

B. The following two definitions are hereby added to Article I of the Agreement:

Building 1 Minimum Improvements means the northern-most building depicted in Exhibit B-2 that will be constructed by Developer as part of the Minimum Improvements.

Building 2 Minimum Improvements means the middle building depicted in Exhibit B-2 that will be constructed by Developer as part of the Minimum Improvements.

2. Changes to Minimum Improvements. The following provisions of the Agreement are hereby amended in order to amend the terms for development of the Minimum Improvements and provide for development of the Building 1 Minimum Improvements and Building 2 Minimum Improvements on separate timelines:

A. The anticipated amount of Developer’s investment in construction of the Minimum Improvements established in Section 2.2(g) and Section 3.1 of the Agreement (stated as \$14,000,000) is hereby replaced with and amended to \$17,000,000.

B. The construction deadline for the Minimum Improvements established in Section 2.2(k), Section 3.3, and Exhibit B-1 of the Agreement is hereby amended and replaced with two separate construction deadlines for the Building 1 Minimum Improvements and the Building 2 Minimum Improvements. Accordingly, the following provisions of the Agreement are hereby amended as follows:

i. Section 2.2(k) is hereby replaced in its entirety with the following:

k. Developer expects that, barring Unavoidable Delays, the Building 1 Minimum Improvements will be completed by December 1, 2022 and the

remainder of the Minimum Improvements, including the Building 2 Minimum Improvements, will be completed by December 1, 2024.

ii. The first sentence of Section 3.3 is hereby replaced in its entirety with the following:

Subject to Unavoidable Delays, Developer shall cause construction of (i) the Building 1 Minimum Improvements to be undertaken and completed by no later than December 1, 2022, and (ii) the remainder of the Minimum Improvements, including the Building 2 Minimum Improvements, to be undertaken and completed by no later than December 1, 2024; or by such other dates as the parties shall mutually agree upon in writing.

iii. The sentence, "The Minimum Improvements must be completed by December 31, 2020.", in Exhibit B-1 is hereby replaced in its entirety with the following:

The Building 1 Minimum Improvements must be completed by December 1, 2022, and the remainder of the Minimum Improvements, including the Building 2 Minimum Improvements, must be completed by December 1, 2024.

C. The description of the Minimum Improvements in Exhibit B is hereby replaced in its entirety with the following:

Minimum Improvements means the construction and development of a residential condominium/apartment facility on the Development Property. The Minimum Improvements shall consist of two separate buildings which shall together include a minimum of 100 condominium/apartment units. The Minimum Improvements include (i) the Building 1 Minimum Improvements, which shall contain 51 units and is the northern most building depicted in Exhibit B-2, and (ii) the Building 2 Minimum Improvements, which shall contain 49 units and is the middle building depicted in Exhibit B-2. See the attached Exhibit B-2 showing the footprint for three buildings. The Minimum Improvements required and defined under this Agreement are only the middle and northern most building.

After construction of the Minimum Improvements, the value of the Renovated Facility for the purpose of this Agreement is expected to be approximately \$14,000,000, but the Buena Vista County Assessor will make the final determination as to the value. The increased value of the Renovated Facility after construction of the Minimum Improvements over and above \$189,440 (which is the January 1, 2016 assessed value of the Existing Facility on the Development Property (improvement value only)) is the value upon which the Economic Development Grants will be measured.

3. Other Date Changes. The following provisions of the Agreement are hereby amended in order to correspond to the new timeline for development of the Minimum Improvements:

A. Section 6.6 is hereby replaced in its entirety with the following:

Section 6.6. Employment. At least 1 Full-Time Equivalent Employment Units shall be employed either by Developer or by the property management company hired by Developer to manage the Project at the Minimum Improvements by no later than January 1, 2023, and thereafter either Developer or the property management company hired by Developer to manage the Project shall retain a Monthly Average of at least 1 Full-Time Equivalent Employment Units at the Minimum Improvements until the Termination Date of this Agreement. Developer's Annual Certifications, due beginning on October 15, 2023, shall show that a Monthly Average of at least 1 Full-Time Equivalent Employment Units has been maintained by either the Developer or the property management company hired by Developer at the Minimum Improvements over each twelve (12) month period from November 1 through the next October 1, (or, in the first certification year, an average of at least 1 Full-Time Equivalent Employment Units from January 1, 2023 through October 1, 2023).

"Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months, as shown in Developer's Annual Certification in Section 6.7. Developer shall not receive any Economic Development Grants if the Monthly Average of Full-Time Equivalent Employment Units employed by Developer or the property management company hired by Developer does not meet the requirements of this Section 6.6. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

B. Section 6.7 is hereby replaced in its entirety with the following:

Section 6.7. Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date and value of the first full assessment of the Building 1 Minimum Improvements and of the Building 2 Minimum Improvements; (iii) certification of the number of Full-Time Equivalent Employment Units employed by Developer or the property management company hired by Developer as of October 1 and as of the first day of each of the preceding eleven (11) months (prorated for the first certification); and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect

thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2023 and ending on October 15, 2039, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Amended Exhibit E, as attached to this First Amendment to the Agreement, for the form required for Developer's Annual Certification.

4. Economic Development Grants. In order to (i) provide for the use of incremental taxes generated by the Minimum Improvements for fifteen (15) years, (ii) increase the maximum amount that may be paid as the Economic Development Grants to \$3,100,000, and (iii) provide for the Economic Development Grants to begin prior to the full completion of the Minimum Improvements, the parties agree that:

A. Section 8.2 of the Agreement, regarding Payment Schedule, is hereby deleted in its entirety.

B. Section 8.1, Section 8.3, and Section 8.5 of the Agreement are hereby replaced in their entirety with the following, respectively:

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to fifteen (15) years of consecutive annual payments of Economic Development Grants to Developer, beginning in the first fiscal year in which the City receives Tax Increments into the FB Storm Lake II, LLC TIF Account of the Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund of the City following the City's certification of debt related to the Economic Development Grants and ending after fifteen (15) Economic Development Grants have been paid or the total amount paid as Economic Development Grants has reached Three Million One Hundred Thousand Dollars (\$3,100,000) under the following terms and conditions:

The City agrees to certify debt to the County requesting Tax Increments for payment of the Economic Development Grants on or before the December 1st immediately following: (i) the City's issuance of a certificate of occupancy for Building 1 Minimum Improvements (which certificate of occupancy shall be issued pursuant to standard City procedures and regulations) and (ii) the first full assessment of the Building 1 Minimum Improvements, provided the Building 1 Minimum Improvements must have been assessed for at least \$7,000,000 (building/improvement value). Notwithstanding the foregoing, if no certificate of occupancy has been issued for the Building 1 Minimum Improvements by December 1, 2023, then the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Assuming the completion of and issuance of a certificate of occupancy for the Building 1 Minimum Improvements by December 1, 2022 and the first full assessment of the Building 1 Minimum Improvements on January 1, 2023, then the City would certify debt to the Auditor by December 1, 2023 and the Economic Development Grants would

commence on June 1, 2025 and end on June 1, 2039 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2025	100% of Tax Increments for Fiscal Year 2024-2025
June 1, 2026	100% of Tax Increments for Fiscal Year 2025-2026
June 1, 2027	100% of Tax Increments for Fiscal Year 2026-2027
June 1, 2028	100% of Tax Increments for Fiscal Year 2027-2028
June 1, 2029	100% of Tax Increments for Fiscal Year 2028-2029
June 1, 2030	100% of Tax Increments for Fiscal Year 2029-2030
June 1, 2031	100% of Tax Increments for Fiscal Year 2030-2031
June 1, 2032	100% of Tax Increments for Fiscal Year 2031-2032
June 1, 2033	100% of Tax Increments for Fiscal Year 2032-2033
June 1, 2034	100% of Tax Increments for Fiscal Year 2033-2034
June 1, 2035	100% of Tax Increments for Fiscal Year 2034-2035
June 1, 2036	100% of Tax Increments for Fiscal Year 2035-2036
June 1, 2037	100% of Tax Increments for Fiscal Year 2036-2037
June 1, 2038	100% of Tax Increments for Fiscal Year 2037-2038
June 1, 2039	100% of Tax Increments for Fiscal Year 2038-2039

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on the Development Property under the terms of the Ordinance and deposited into the FB Storm Lake II, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

The Parties recognize that the Minimum Improvements consist of the stabilization of the Existing Facility and construction of the Building 1 Minimum Improvements and Building 2 Minimum Improvements, as more particularly described in this Agreement. Total project costs are expected to be approximately \$17,000,000. For the purposes of this Agreement, the January 1, 2016 assessed value of the Existing Facility will not be considered part of the incremental value created by the Minimum Improvements for any Economic Development Grants. The parties agree that the January 1, 2016 assessed value of the Existing Facility (improvement value only) is \$189,440. The parties agree that the increased value after construction of the Minimum Improvements for the purpose of this Agreement is expected to be approximately \$14,000,000, but the Buena Vista County Assessor will make the final determination as to the value.

Section 8.3. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the

specified time period, but in no event shall exceed Three Million One Hundred Thousand Dollars (\$3,100,000) over fifteen (15) years. It is recognized by all parties that the total aggregate amount set forth above is a maximum amount only and that the actual payment amounts will be determined as set forth in Section 8.1 and this Article.

Section 8.5. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

a. compliance with the terms of this Agreement, including, but not limited to, the employment obligations in Section 6.6 of this Agreement, and payment of property taxes; and

b. timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof; and

c. an assessed value of the Building 1 Minimum Improvements (building/improvement value only) of at least \$7,000,000 for the assessments imposed on or as of January 1, 2023; and an assessed value of the Building 2 Minimum Improvements and the remainder of the Minimum Improvements (building/improvement value only) of at least \$7,000,000 for the assessments imposed on or as of January 1, 2025, for a total assessment of at least \$14,000,000 (building/improvement value) on the Development Property for the assessments imposed on or as of January 1, 2025.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify Developer for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 8.1 and 8.3.

5. Execution of Easements. The parties agree to execute the easements attached hereto as Exhibit A, to address: (i) rights of access, egress, and on-driveway parking between the Development Property and Sunrise Park Road; (ii) landscaping and other aesthetic and functional characteristics of the property between the Development Property and Sunrise Park Road,

including maintenance of drainage basins in such area; (iii) non-exclusive pedestrian access easements between Sunrise Park Road right-of-way to public docks located on Storm Lake, and (iv) pedestrian access easement between the Development Property and Sunrise Park Road. The Developer agrees to pay the costs for recording these easements.

6. Gas Utility Easement. In order to support the development of the Development Property pursuant to the Agreement, the City agrees to provide a gas utility easement to Interstate Power and Light Company (doing business as Alliant Energy) to allow for the installation of gas utility infrastructure on City-owned property adjacent to the Development Property, which easement shall be substantially in the form attached as Exhibit B to this Amendment.

7. No Further Modifications. Except as modified by this Amendment, all covenants, agreements, terms, and conditions of the Agreement shall remain in full force and effect and are hereby in all respects ratified and affirmed.

8. Counterparts. This Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the City has caused this Amendment to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Amendment to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

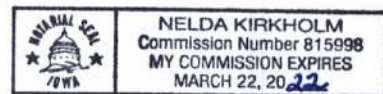
(SEAL)

By: Michael Porsch
Michael Porsch, Mayor

By: Mayra A. Martinez
Mayra Martinez, City Clerk

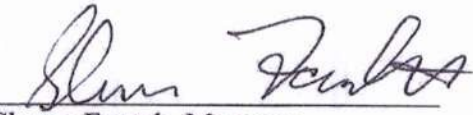
On this 15th day of November, 2021, before me a Notary Public in and for said State, personally appeared Michael Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Nelda Kirkholm
Notary Public in and for the State of Iowa



Execution Version

FB STORM LAKE II, LLC,
a Missouri limited liability company

By: 
Shawn Foutch, Manager

STATE OF Iowa)
COUNTY OF Polk) SS

On this 2nd day of November, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake II, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.


Notary Public in and for the State of Iowa

[Signature page to First Amendment – FB Storm Lake II, LLC]



EXHIBIT A
EASEMENTS TO DEVELOPER

[see following pages]



Prepared by: Jenna H.B. Sabroske, 100 Court Ave., Suite 600, Des Moines, Iowa, 50309-2231 (515) 243-7611
Return to: City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, IA 50588

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement is dated November 15th, 2021 and is between the City of Storm Lake, Iowa ("City"), and FB Storm Lake II, LLC, a Missouri limited liability company ("Developer").

WHEREAS, the Developer is developing certain real property (the "**Benefitted Property**") legally described as follows:

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N $\frac{1}{2}$ NEFrac $\frac{1}{4}$) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the southeast corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57'36" West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said south line, South 88°57'36" West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Miscellaneous Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08'30" West, 133.80 Feet; thence North 36°18'01" West, 264.00 Feet; thence North 44°23'22" West, 376.74 Feet; thence North 49°58'48" West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01'12" East, 170.00 Feet; thence South 49°58'48" East, 28.30 Feet; thence South 44°23'22" East, 397.06 Feet; thence South 36°18'01" East, 298.64 Feet; thence South 21°08'30" East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record.

which Benefitted Property is being developed into a residential condominium/apartment facility; and

WHEREAS, the City is willing to provide the Developer and the residents of the residential condominium/apartment facility on the Benefitted Property (the "**Residents**") with the easement interests described herein, to provide for access to public-right-of-way across the following City-owned property (the "**Burdened Property**"):

A FORTY-FOUR FOOT (44') EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP

**90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA
LYING TWENTY-TWO FEET (22') EACH SIDE OF THE FOLLOWING DESCRIBED
CENTERLINE;**

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1060.40 feet to the Southwest (SW) corner of a previously described parcel which appears of record as Document Number 061592 in the office of the Buena Vista County Recorder: Thence North 21 ° 08' 30" West, along the West line of said parcel 133.80 feet; Thence continuing along said West line, North 36° 18' 01" West, 11.18 feet to the Point of Beginning. Thence South 69° 20' 52" West, 298.10 feet to the East line of Sunrise Park Road and there terminating.

AND

**A THIRTY FOOT (30') EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS
A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP 90
NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA LYING
FIFTEEN FEET (15') EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;**

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1060.40 feet to the Southwest (SW) corner of a previously described parcel which appears of record as Document Number 061592 in the office of the Buena Vista County Recorder: Thence North 21 ° 08' 30" West, along the West line of said parcel 133.80 feet; Thence continuing along said West line, North 36° 18' 01" West, 264.00 feet; Thence continuing along said West line, North 44° 23' 22" West, 270.58 feet to the Point of Beginning. Thence South 54° 42' 00" West, 170.04 feet to the East line of Sunrise Park Road and there terminating.

NOW THEREFORE, the parties agree as follows:

1. **Grant of Easement.** The City hereby conveys to the Developer and the Residents, and their invitees, a public access easement (the "**Easement**") for unrestricted ingress and egress across the Burdened Property to reach the Benefitted Property.
2. **City's Use of the Burdened Property.** The City shall have the right to use the Burdened Property in such a way that does not impair the use of the Burdened Property by the Developer and the Residents, and their invitees.
3. **Restrictions.** The City shall ensure that no improvements will be constructed on the Burdened Property that would impair use of the Burdened Property for access to and from the Benefitted Property as described herein. The City shall ensure that nothing will be done to prohibit or discourage the free and uninterrupted access across the Burdened Property by the Developer and the Residents, and their invitees.
4. **Construction and Maintenance Expenses.** The Developer shall have the right to construct, use, and operate paved access road(s)/driveway(s) and parking area(s) on the Burdened Property in a location mutually agreed to by the City and the Developer and in accordance with any standard City requirements for such improvements in effect at the time of construction of the road. Developer shall maintain any such improvements, including removal of any structure, material, device, snow, ice, or vegetative growth which might reasonably be expected to obstruct, impede, or otherwise interfere with safe

and normal travel or use over any path thereon, and shall cause reasonably necessary repair and replacements of such improvements, all at Developer's sole cost and expense.

5. **Indemnification.** The Developer shall indemnify, defend, and hold the City, its elected officials, employees, officers, agents, representatives, and attorneys harmless from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind arising out of or in connection with the use of the Easement under this agreement by Developer, the Residents, or their invitees.

6. **Easement and Covenants Run with the Land.** The Benefitted Property and the Burdened Property shall be held and conveyed subject to the terms of this agreement, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any interest in said properties, or any part thereof, and their respective successors and assigns.

7. **Amendment; Modification.** The Easement may be amended by the written agreement of all the record titleholders of the Benefitted Parcel and the Burdened Property. Any such modification or amendment shall be effective when duly recorded in the records of the Recorder of Buena Vista County, Iowa.

8. **Governing Law.** In the event of a dispute, this agreement shall be construed and enforced in accordance with the laws of the State of Iowa and the parties hereby consent to the jurisdiction of the parties and the subject matter being in Buena Vista County, Iowa.

9. **Words and Phrases.** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

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

[Remainder of page intentionally left blank; Signature pages follow]



CITY: CITY OF STORM LAKE, IOWA

By: Michael Porsch
Michael Porsch, Mayor

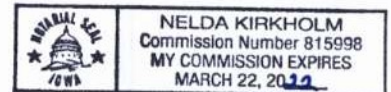
By: Mayra A Martinez
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

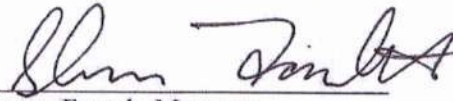
On this 15th day of November, 2021, before me a Notary Public in and for said State, personally appeared Michael Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Nelda Kirkholm
Notary Public in and for the State of Iowa

[City's Signature Page to Driveway Access Easement]

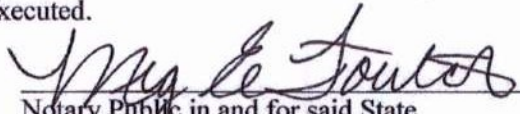


DEVELOPER: FB STORM LAKE II, LLC,
a Missouri limited liability company

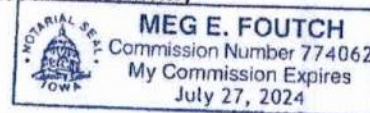
By: 
Shawn Foutch, Manager

STATE OF Iowa)
COUNTY OF Polk) SS

On this 2nd day of November, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake II, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.


Notary Public in and for said State

[Developer's Signature Page to Driveway Access Easement]





Prepared by: Jenna H.B. Sabroske, 100 Court Ave., Suite 600, Des Moines, Iowa, 50309-2231 (515) 243-7611
Return to: City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, IA 50588

PEDESTRIAN TRAIL EASEMENT AGREEMENT

This Pedestrian Trail Easement Agreement is dated November 15th, 2021 and is between the City of Storm Lake, Iowa ("**City**"), and FB Storm Lake II, LLC, a Missouri limited liability company ("**Developer**").

WHEREAS, the Developer is developing certain real property (the "**Benefitted Property**") legally described as follows:

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N $\frac{1}{2}$ NEFrac $\frac{1}{4}$) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the southeast corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57'36" West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said south line, South 88°57'36" West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Miscellaneous Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08'30" West, 133.80 Feet; thence North 36°18'01" West, 264.00 Feet; thence North 44°23'22" West, 376.74 Feet; thence North 49°58'48" West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01'12" East, 170.00 Feet; thence South 49°58'48" East, 28.30 Feet; thence South 44°23'22" East, 397.06 Feet; thence South 36°18'01" East, 298.64 Feet; thence South 21°08'30" East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record.

which Benefitted Property is being developed into a residential condominium/apartment facility; and

WHEREAS, the City is willing to provide the Developer and the residents of the residential condominium/apartment facility on the Benefitted Property (the "**Residents**") with the easement interests described herein, to provide for access to public docks located on Storm Lake across the following City-owned property (the "**Burdened Property**"):

A TEN FOOT (10') EASEMENT FOR PEDESTRIAN ACCESS OVER AND ACROSS A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP 90 NORTH,

RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA LYING FIVE FEET (5') EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1446.82 feet to the West line of Sunrise Park Road; Thence North 15° 01' 09" West, along said West line, 78.51 feet; Thence continuing along said West line on the arc of a 830.00 foot radius curve, concave westerly, 253.00 feet to the Point of Beginning. Thence South 57° 14' 40" West, 100.00 feet, more or less to the ordinary high water line of Storm Lake, and there terminating.

AND

A TEN FOOT (10') EASEMENT FOR PEDESTRIAN ACCESS OVER AND ACROSS A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA LYING FIVE FEET (5') EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1446.82 feet to the West line of Sunrise Park Road; Thence North 15° 01' 09" West, along said West line, 78.51 feet; Thence continuing along said West line on the arc of a 830.00 foot radius curve, concave westerly, 424.36 feet; Thence continuing along said West line, North 44° 18' 47" West, 14.00 feet to the Point of Beginning. Thence South 45° 05' 14" West, 97.00 feet more or less to the ordinary high water line of Storm Lake, and there terminating.

NOW THEREFORE, the parties agree as follows:

1. **Grant of Easement.** The City hereby conveys to the Developer and the Residents, and their invitees, a non-exclusive public access easement (the "**Easement**") for pedestrian ingress and egress across the Burdened Property to reach public docks located on Storm Lake. No licensed vehicles shall be permitted to use the Easement.
2. **City's Use and Public Use of the Burdened Property.** The City shall have the right to use the Burdened Property in such a way that does not impair the use of the Burdened Property by the Developer and the Residents, and their invitees. The Easement granted herein is non-exclusive; the parties expressly agree that the public may also use the Burdened Property to reach the public docks located on Storm Lake.
3. **Restrictions.** The City shall ensure that no improvements will be constructed on the Burdened Property that would impair use of the Burdened Property as described herein. The City shall ensure that nothing will be done to prohibit or discourage the free and uninterrupted pedestrian access across the Burdened Property by the Developer and the Residents, and their invitees.
4. **Construction and Maintenance Expenses.** The Developer shall have the right to construct, use, and operate paved trails on the Burdened Property in a location mutually agreed to by the City and the Developer and in accordance with any standard City requirements for the trail in effect at the time of construction of the road. Developer shall maintain trail, including removal of any structure, material, device, snow, ice, or vegetative growth which might reasonably be expected to obstruct, impede, or

otherwise interfere with safe and normal pedestrian travel or recreational use over the trail, at Developer's sole cost and expense. Developer shall cause reasonably necessary repairs to and replacements of the trail, and the parties agree to share the costs of such repairs and replacements equally (50% and 50%); provided, however, that Developer shall seek the City's prior written approval for any repairs and replacements before commencing such repairs or replacements. If Developer fails to obtain the City's written approval for any repairs and replacements prior to commencing such repairs or replacements, then such repairs and replacements shall be completed at the Developer's sole cost and expense. Further, if any repairs or replacements would require the City to seek bids for the improvements, then the City shall cause the improvements through contracts awarded by public bidding and the Developer shall reimburse the City for 50% of the costs of such contracts.

5. **Indemnification.** The Developer shall indemnify, defend, and hold the City, its elected officials, employees, officers, agents, representatives, and attorneys harmless from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind arising out of or in connection with the use of the Easement under this agreement by Developer, the Residents, or their invitees.

6. **Easement and Covenants Run with the Land.** The Benefitted Property and the Burdened Property shall be held and conveyed subject to the terms of this agreement, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any interest in said properties, or any part thereof, and their respective successors and assigns.

7. **Amendment; Modification.** The Easement may be amended by the written agreement of all the record titleholders of the Benefitted Parcel and the Burdened Property. Any such modification or amendment shall be effective when duly recorded in the records of the Recorder of Buena Vista County, Iowa.

8. **Governing Law.** In the event of a dispute, this agreement shall be construed and enforced in accordance with the laws of the State of Iowa and the parties hereby consent to the jurisdiction of the parties and the subject matter being in Buena Vista County, Iowa.

9. **Words and Phrases.** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

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

[Remainder of page intentionally left blank; Signature pages follow]



CITY: CITY OF STORM LAKE, IOWA

By: Michael Porsch
Michael Porsch, Mayor

ATTEST:

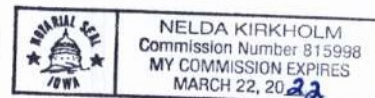
By: Mayra A. Martinez
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

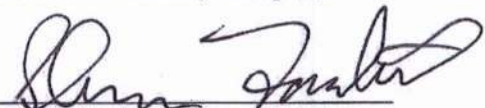
On this 15th day of November, 2021, before me a Notary Public in and for said State, personally appeared Michael Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Nelda Kirkholm
Notary Public in and for the State of Iowa

[City's Signature Page to Pedestrian Trail Access Easement]

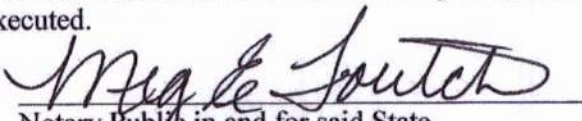


DEVELOPER: FB STORM LAKE II, LLC,
a Missouri limited liability company

By: 
Shawn Foutch, Manager

STATE OF Iowa)
) SS
COUNTY OF Polk)

On this 20 day of November, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake II, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.


Notary Public in and for said State

[Developer's Signature Page to Pedestrian Trail Access Easement]





Prepared by: Jenna H.B. Sabroske, 100 Court Ave., Suite 600, Des Moines, Iowa, 50309-2231 (515) 243-7611
Return to: City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, IA 50588

DRAINAGE BASIN EASEMENT AGREEMENT

This Drainage Basin Easement Agreement is dated November 15th, 2021 and is between the City of Storm Lake, Iowa (“**City**”), and FB Storm Lake II, LLC, a Missouri limited liability company (“**Developer**”).

WHEREAS, the Developer is developing certain real property (the “**Benefitted Property**”) legally described as follows:

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N $\frac{1}{2}$ NEFrac $\frac{1}{4}$) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the southeast corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57'36" West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said south line, South 88°57'36" West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Miscellaneous Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08'30" West, 133.80 Feet; thence North 36°18'01" West, 264.00 Feet; thence North 44°23'22" West, 376.74 Feet; thence North 49°58'48" West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01'12" East, 170.00 Feet; thence South 49°58'48" East, 28.30 Feet; thence South 44°23'22" East, 397.06 Feet; thence South 36°18'01" East, 298.64 Feet; thence South 21°08'30" East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record.

which Benefitted Property is being developed into a residential condominium/apartment facility; and

WHEREAS, the City is willing to provide the Developer with the easement interests described herein, across the following City-owned property (the “**Easement Area**”):

AN EASEMENT FOR USE AND MAINTENANCE OF DRAINAGE BASINS AND APPURTENANT STRUCTURES OVER AND ACROSS A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP 90 NORTH, RANGE 37

WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1060.40 feet to the Southwest (SW) corner of a previously described parcel which appears of record as Document Number 061592 in the office of the Buena Vista County Recorder, being also the Point of Beginning. Thence North 21° 08' 30" West, along the West line of said parcel 133.80 feet; Thence continuing along said West line, North 36° 18' 01" West, 264.00 feet; Thence continuing along said West line, North 44° 23' 22" West, 376.74 feet; Thence continuing along said West line, extended northerly, North 49° 58' 48" West, 62.26 feet; Thence South 46° 48' 32" West, 159.85 feet to the East line of Sunrise Park Road; Thence South 44° 20' 08" East, along said East line, 86.70 feet; Thence continuing along said East line of the arc of a 890.00 foot radius curve concave westerly, 455.03 feet, said curve having a chord which bears South 29° 41' 20" East for 450.09 feet; Thence continuing along said East line, South 15° 02' 29" East, 93.48 feet to the South line of Government Lot One (1); Thence North 88° 57' 36" East, along said South line, 324.58 feet to the Point of Beginning.

Easement area contains 3.69 acres.

NOW THEREFORE, the parties agree as follows:

1. **Grant of Easement.** The City hereby conveys to the Developer a limited and nonexclusive easement (the "**Easement**") to construct, install, operate, maintain, and access certain drainage basins required to be constructed, installed, and maintained in the Easement Area.
2. **City's Use of the Burdened Property.** The City shall have the right to use the Easement Area in such a way that does not impair the use of the Easement Area by the Developer.
3. **Restrictions.** The City shall ensure that no improvements will be constructed on the Easement Area that would impair use or maintenance of the Easement Area as described herein.
4. **Construction and Maintenance Expenses.** At Developer's sole cost and expense, the Developer shall construct, install, operate, and maintain two drainage basins in the Easement Area in a location mutually agreed to by the City and the Developer and in accordance with any standard City requirements for such drainage basins in effect at the time of construction. Developer shall complete all required maintenance, repair, and replacement for such drainage basins. Developer shall maintain the Easement Area, including landscaping and mowing the Easement Area and removal of any structure, material, device, snow, ice, or vegetative growth which might reasonably be expected to obstruct, impede, or otherwise interfere with use and property maintenance of the drainage basins. Specifically, in carrying out the foregoing maintenance responsibilities, the Developer shall routinely complete the following maintenance obligations:
 - Verify that the outfall channel from the north to south pond is functioning properly.
 - Remove woody growth or plant obstructions to inlets and outfalls in both ponds.
 - Inspect for erosion of side slopes of ponds.
 - Inspect manhole lids and frames for damage.
 - Inspect inlet and outfall areas for sediment buildup.

- Check sides of ponds for animal burrows, especially the area between the ponds.
- Inspect inlet trash guards for debris and corrosion or broken sections.
- Look for signs of pollution such as sheen on the surface of the water or floating debris.
- Inspect for sediment buildup in the main basins of the ponds.
- Inspect for invasive plants.
- Fertilizer and herbicide application must be done by licensed applicators.

5. **Landscaping.** In connection with the Developer's obligation to landscape the Easement Area, Developer shall not complete any landscaping work without previously submitting site plans for such landscaping to the City, and receiving written approval from the City for such landscaping plans.

6. **Right of Access.** The Developer may access the Easement Area for the purposes of carrying out its obligations under this agreement.

7. **Indemnification.** The Developer shall indemnify, defend, and hold the City, its elected officials, employees, officers, agents, representatives, and attorneys harmless from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind arising out of or in connection with the use of the Easement under this agreement by Developer or Developer's contractors, agents, or invitees.

8. **Easement and Covenants Run with the Land.** The Benefitted Property and the Easement Area shall be held and conveyed subject to the terms of this agreement, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any interest in said properties, or any part thereof, and their respective successors and assigns.

9. **Amendment; Modification.** The Easement may be amended by the written agreement of all the record titleholders of the Benefitted Parcel and the Easement Area. Any such modification or amendment shall be effective when duly recorded in the records of the Recorder of Buena Vista County, Iowa.

10. **Governing Law.** In the event of a dispute, this agreement shall be construed and enforced in accordance with the laws of the State of Iowa and the parties hereby consent to the jurisdiction of the parties and the subject matter being in Buena Vista County, Iowa.

11. **Words and Phrases.** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

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

[Remainder of page intentionally left blank; Signature pages follow]



CITY: CITY OF STORM LAKE, IOWA

By: Michael Porsch
Michael Porsch, Mayor

ATTEST:

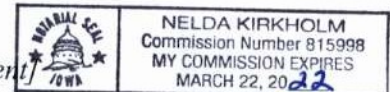
By: Mayra A. Martinez
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

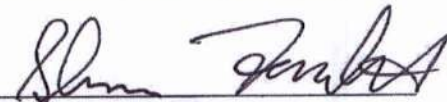
On this 15th day of November, 2021, before me a Notary Public in and for said State, personally appeared Michael Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Nelda Kirkholm
Notary Public in and for the State of Iowa

[City's Signature Page to Driveway Access Easement]

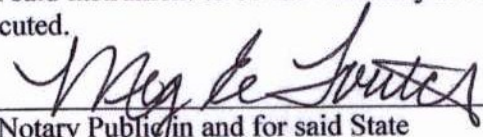


DEVELOPER: FB STORM LAKE II, LLC,
a Missouri limited liability company

By: 
Shawn Foutch, Manager

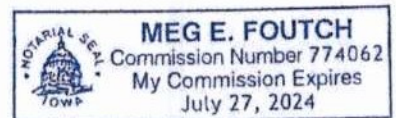
STATE OF Iowa)
COUNTY OF Polk) SS

On this 2nd day of November, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake II, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.


Notary Public in and for said State

[Developer's Signature Page to ~~Driveway Access Easement~~

Drainage Basin
b.7.





Prepared by: Jenna H.B. Sabroske, 100 Court Ave., Suite 600, Des Moines, Iowa, 50309-2231 (515) 243-7611
Return to: City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, IA 50588

PEDESTRIAN/RECREATIONAL TRAIL EASEMENT AGREEMENT

This Pedestrian/Recreational Trail Easement Agreement is dated November 15th, 2021 and is between the City of Storm Lake, Iowa ("**City**"), and FB Storm Lake II, LLC, a Missouri limited liability company ("**Developer**").

WHEREAS, the Developer is developing certain real property (the "**Benefitted Property**") legally described as follows:

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N $\frac{1}{2}$ NEFrac $\frac{1}{4}$) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the southeast corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57'36" West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said south line, South 88°57'36" West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Miscellaneous Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08'30" West, 133.80 Feet; thence North 36°18'01" West, 264.00 Feet; thence North 44°23'22" West, 376.74 Feet; thence North 49°58'48" West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01'12" East, 170.00 Feet; thence South 49°58'48" East, 28.30 Feet; thence South 44°23'22" East, 397.06 Feet; thence South 36°18'01" East, 298.64 Feet; thence South 21°08'30" East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record.

which Benefitted Property is being developed into a residential condominium/apartment facility; and

WHEREAS, the City is willing to provide the Developer and the residents of the residential condominium/apartment facility on the Benefitted Property (the "**Residents**") with the easement interests described herein, to provide for pedestrian and recreational use across and upon the following City-owned property (the "**Burdened Property**"):

A THIRTY-ONE FOOT (31') EASEMENT FOR A PEDESTRIAN AND RECREATIONAL TRAIL OVER AND ACROSS A PART OF THE GOVERNMENT LOT

ONE (1) IN SECTION 11, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA LYING FIFTEEN AND FIVE TENTHS FEET (15.5') EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE;

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1060.40 feet to the Southwest (SW) corner of a previously described parcel which appears of record as Document Number 061592 in the office of the Buena Vista County Recorder; Thence North 21° 08' 30" West, along the West line of said parcel 133.80 feet; Thence continuing along said West line, North 36° 18' 01" West, 50.13 feet to the Point of Beginning. Thence South 69° 20' 52" West, 283.91 feet to the East line of Sunrise Park Road and there terminating.

NOW THEREFORE, the parties agree as follows:

1. **Grant of Easement.** The City hereby conveys to the Developer and the Residents, and their invitees, an access easement (the "Easement") for pedestrian ingress and egress across and recreational use upon the Burdened Property. No motorized vehicles shall be permitted to use the Easement.
2. **City's Use and Public Use of the Burdened Property.** The City shall have the right to use the Burdened Property in such a way that does not impair the use of the Burdened Property by the Developer and the Residents, and their invitees.
3. **Restrictions.** The City shall ensure that no improvements will be constructed on the Burdened Property that would impair use of the Burdened Property as described herein. The City shall ensure that nothing will be done to prohibit or discourage the free and uninterrupted pedestrian access across and recreational use upon the Burdened Property by the Developer and the Residents, and their invitees.
4. **Construction and Maintenance Expenses.** The Developer shall have the right to construct, use, and operate paved trails on the Burdened Property in a location mutually agreed to by the City and the Developer and in accordance with any standard City requirements for the trail in effect at the time of construction of the road. Developer shall maintain trail, including removal of any structure, material, device, snow, ice, or vegetative growth which might reasonably be expected to obstruct, impede, or otherwise interfere with safe and normal pedestrian travel or recreational use over the trail, at Developer's sole cost and expense. Developer shall cause reasonably necessary repairs to and replacements of the trail, and the parties agree to share the costs of such repairs and replacements equally (50% and 50%); provided, however, that Developer shall seek the City's prior written approval for any repairs and replacements before commencing such repairs or replacements. If Developer fails to obtain the City's written approval for any repairs and replacements prior to commencing such repairs or replacements, then such repairs and replacements shall be completed at the Developer's sole cost and expense. Further, if any repairs or replacements would require the City to seek bids for the improvements, then the City shall cause the improvements through contracts awarded by public bidding and the Developer shall reimburse the City for 50% of the costs of such contracts.
5. **Indemnification.** The Developer shall indemnify, defend, and hold the City, its elected officials, employees, officers, agents, representatives, and attorneys harmless from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind arising out of or in connection with the use of the Easement under this agreement by Developer, the Residents, or their invitees.

6. **Easement and Covenants Run with the Land.** The Benefitted Property and the Burdened Property shall be held and conveyed subject to the terms of this agreement, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any interest in said properties, or any part thereof, and their respective successors and assigns.

7. **Amendment; Modification.** The Easement may be amended by the written agreement of all the record titleholders of the Benefitted Parcel and the Burdened Property. Any such modification or amendment shall be effective when duly recorded in the records of the Recorder of Buena Vista County, Iowa.

8. **Governing Law.** In the event of a dispute, this agreement shall be construed and enforced in accordance with the laws of the State of Iowa and the parties hereby consent to the jurisdiction of the parties and the subject matter being in Buena Vista County, Iowa.

9. **Words and Phrases.** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

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

[Remainder of page intentionally left blank; Signature pages follow]

(SEAL)

CITY: CITY OF STORM LAKE, IOWA

By:

Michael Porsch

Michael Porsch, Mayor

ATTEST:

By:

Mayra A. Mens

Mayra Martinez, City Clerk

STATE OF IOWA)

) SS

COUNTY OF BUENA VISTA)

On this 15th day of November, 2021, before me a Notary Public in and for said State, personally appeared Michael Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Nelda Kirkholm

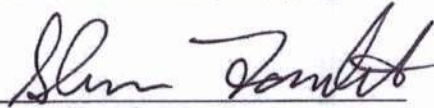
Notary Public in and for the State of Iowa

[City's Signature Page to Pedestrian/Recreational Trail Access Easement]



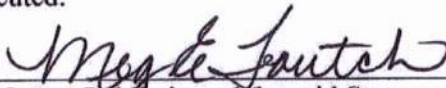
NELDA KIRKHOLM
Commission Number 815998
MY COMMISSION EXPIRES
MARCH 22, 2022

DEVELOPER: FB STORM LAKE II, LLC,
a Missouri limited liability company

By: 
Shawn Foutch, Manager

STATE OF Iowa)
COUNTY OF Polk) SS

On this 2nd day of November, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake II, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.


Notary Public in and for said State

[Developer's Signature Page to Pedestrian/Recreational Trail Access Easement]

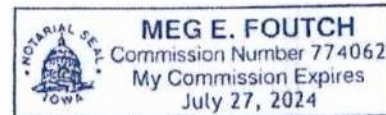


EXHIBIT B
GAS UTILITY EASEMENT

[see following pages]



Prepared by: Jenna H.B. Sabroske, 100 Court Ave., Suite 600, Des Moines, Iowa, 50309-2231 (515) 243-7611
Return to: City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, IA 50588

GAS UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner, **CITY OF STORM LAKE, IOWA**, an Iowa municipal corporation (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto **INTERSTATE POWER AND LIGHT COMPANY**, doing business as Alliant Energy, an Iowa corporation (hereinafter called "Grantee"), a perpetual easement and right-of-way under, over, on, through, across, and within the following described real estate:

A TEN FOOT (10') EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF A GAS LINE AND APPURTENANT STRUCTURES OVER, UNDER AND ACROSS A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA LYING FIVE FEET (5') EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE;

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1060.40 feet to the Southwest (SW) corner of a previously described parcel which appears of record as Document Number 061592 in the office of the Buena Vista County Recorder: Thence North 21° 08' 30" West, along the West line of said parcel 133.80 feet; Thence continuing along said West line, North 36° 18' 01" West, 264.00 feet; Thence continuing along said West line, North 44° 23' 22" West, 376.74 feet; Thence North 49° 58' 48" West, 20.00; Thence continuing North 49° 58' 48" West, 5.00 feet to the Point of Beginning. Thence North 40° 01' 12" East, 170.00 feet and there terminating.

(hereinafter called "Easement Area"), for the purpose of the Grantee constructing, reconstructing, repairing, replacing, inspecting, and maintaining gas utility infrastructure, together with all necessary structures and appurtenances thereto, under, over, on, through, across, and within said Easement Area. This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES AND OBSTRUCTIONS PROHIBITED.** Grantor and Grantee, and their successors, assigns, and transferees, shall not erect any fence or

other structure under, over, on, through, across, or within the Easement Area without obtaining the prior written consent of the other party, nor shall either party cause or permit any obstruction, planting, or material to be placed under, over, on, through, across, or within the Easement Area without obtaining the prior written consent of the other party.

2. **CHANGE OF GRADE PROHIBITED.** Grantor and Grantee, and their successors, assigns, and transferees, shall not change the grade, elevation, or of any part of the Easement Area without obtaining the prior written consent of the other party. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
3. **USE, RIGHT OF ACCESS, AND MAINTENANCE.** Grantee shall have the right to use the Easement Area or allow the use of the Easement Area by its employees, contractors, or licensees to install, lay, construct, reconstruct, operate, maintain, and remove gas utility infrastructure below the surface of the ground, and other ancillary equipment or appurtenances above the surface of the ground as may be necessary for the purpose of serving property with gas service. Grantee shall further have the right to trim, cut down, and remove such trees, brush, saplings, and bushes as may interfere with the proper construction, maintenance, operation, or removal of said facilities, equipment, and appurtenances; and the right of reasonable ingress and egress for all of the purposes aforesaid. Grantee shall properly and promptly backfill any trench made by it, ensuring no subsidence. Grantee shall restore any property disturbed hereunder to its pre-existing condition, reasonable wear and tear excepted and repair any damages caused by them within the Easement Area.
4. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the Grantor, its employees, agents, or its representatives, the Grantor shall not be liable to Grantee 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. Grantee agrees to indemnify and hold Grantor, and Grantor's 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 Grantors or Grantors' employees, agents, or representatives.
6. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the Grantee, its successors and assigns, and its permittees and licensees.
7. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's successors, assigns, and transferees.

Grantor does hereby covenant with the Grantee that Grantor has good and lawful authority to convey 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: CITY OF STORM LAKE, IOWA

By: Michael Porsch
Michael Porsch, Mayor

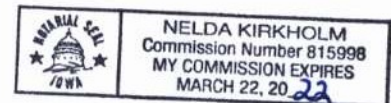
ATTEST:

By: Mayra A. Martinez
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this 15th day of November, 2021, before me a Notary Public in and for said State, personally appeared Michael Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Nelda Kirkholm
Notary Public in and for the State of Iowa



[City's Signature Page to Gas Utility Easement]

ACCEPTANCE BY GRANTEE:

GRANTEE: INTERSTATE POWER AND LIGHT
COMPANY, doing business as Alliant Energy, an Iowa
corporation

By: [Signature]

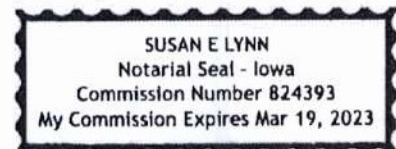
Name: Ryan Craig

Its: Sr. Manager

STATE OF IOWA)
) SS
COUNTY OF Dickinson)

On this 29th day of November, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Ryan Craig, who, being by me duly sworn, did say that s/he is the Sr. Manager of Interstate Power and Light Company, an Iowa corporation, and that said instrument was signed on behalf of said corporation; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by her/him voluntarily executed.

[Signature]
Notary Public in and for the State of Iowa



[Interstate Power and Light Company's Acceptance of Gas Utility Easement]

AMENDED EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION

(due by October 15th as required under terms of Development Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 of the Agreement as follows:

(i) all ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Building 1 Minimum Improvements (building only) were first fully assessed on January 1, 20__, at a full assessment value of \$_____, and the Building 2 Minimum Improvements (building only) were first fully assessed on January 1, 20__, at a full assessment value of \$_____;

(iii) The total number of Full-Time Equivalent Employment Units employed by Developer at the Minimum Improvements as of October 1, 20__ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__ : _____
September 1, 20__ : _____
August 1, 20__ : _____
July 1, 20__ : _____
June 1, 20__ : _____
May 1, 20__ : _____

April 1, 20__ : _____
March 1, 20__ : _____
February 1, 20__ : _____
January 1, 20__ : _____
December 1, 20__ : _____
November 1, 20__ : _____

(iv) the undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certifies that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

[Remainder of page intentionally left blank; signature page follows]

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20 ____.

FB STORM LAKE II, LLC,
a Missouri limited liability company

By: _____
Shawn Foutch, Manager

Attachments: Proof of payment of taxes

[Signature page to Developer Annual Certification –FB Storm Lake II, LLC]

01879018-6M1149-125

**SECOND AMENDMENT
TO
AGREEMENT FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
CITY OF STORM LAKE, IOWA
AND
FB STORM LAKE II, LLC**

THIS SECOND AMENDMENT ("Amendment") to that certain Agreement for Private Development by and between the CITY OF STORM LAKE, IOWA ("City") and FB STORM LAKE II, LLC, a Missouri limited liability company ("Developer"), dated October 31, 2016 ("Agreement"), is made on or as of February 19th, 2024, between the City and the Developer.

WITNESSETH:

WHEREAS, the City and the Developer previously executed the Agreement and recorded a Memorandum of the Agreement at Document # 162922 in the records of the Recorder of Buena Vista County, Iowa; and

WHEREAS, the Parties amended the Agreement by a previously executed First Amendment to the Agreement dated November 15, 2021 ("First Amendment"), to make various changes to the Agreement's terms, including providing for separate development timelines of the "Building 1 Minimum Improvements" and "Building 2 Minimum Improvements; and

WHEREAS, the City and Developer now desire to amend the Agreement to extend the deadline for construction of the Building 2 Minimum Improvements and make corresponding changes as described herein.

NOW THEREFORE, it is agreed by the City and the Developer:

1. Definitions. All capitalized words used herein and not specifically defined shall have the same definitions as in the Agreement, as previously amended.

2. Extension of Deadline for Building 2 Minimum Improvements. The Parties desire to extend the deadline for construction of the Building 2 Minimum Improvements to December 1, 2026. Accordingly, Section 2.2(k), Section 3.3, and Exhibit B-1 of the Agreement, as previously amended, are hereby amended by replacing "December 1, 2024" with "**December 1, 2026**" in order to extend the construction deadline for the Building 2 Minimum Improvements.

3. Condition Precedent to Economic Development Grants. As a condition to the Developer's eligibility for Economic Development Grants, Section 8.5(c) of the Agreement, as previously amended, requires that an assessed value of at least \$7,000,000 be imposed following completion of the Building 2 Minimum Improvements. In order to reflect the delay in the deadline for completion of the Building 2 Minimum Improvements, Section 8.5(c) is hereby replaced in its entirety with the following provisions:

c. For all Economic Development Grant payments, an assessed value of at least \$7,000,000 for the Building 1 Minimum Improvements (building/improvement value only) has been imposed on or as of January 1, 2023; and

d. For the Economic Development Grant payments scheduled after December 1, 2026, an assessed value of at least \$7,000,000 for the Building 2 Minimum Improvements (building/improvement value only) has been imposed on or as of January 1, 2027, for a total assessment of at least \$14,000,000 (building/improvement value) on the Development Property for the assessments imposed on or after January 1, 2027.

4. No Further Modifications. Except as modified by this Amendment, all covenants, agreements, terms, and conditions of the Agreement, as previously amended, shall remain in full force and effect and are hereby in all respects ratified and affirmed.

5. Counterparts. This Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the City has caused this Amendment to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Amendment to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

[Signature pages follow]

(SEAL)

CITY OF STORM LAKE, IOWA

By: ~~Michael Porsch~~ ~~Matthew Ricklefs~~
~~Michael Porsch, Mayor~~ Matthew Ricklefs, Mayor Pro Tem

ATTEST:

By: Mayra A. Martinez
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this 19th day of February, 2024, before me a Notary Public in and for said State, personally appeared Michael Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Nelda Kirkholm
Notary Public in and for the State of Iowa

MEG E. FOUTCH
Commission Expires 3/22/25

 Nelda Kirkholm
Commission Number 815998
MY COMMISSION EXPIRES
MARCH 22, 2025

[Signature page to Second Amendment – City of Storm Lake, Iowa]

FB STORM LAKE II, LLC,
a Missouri limited liability company

By: Shawn Foutch
Shawn Foutch, Manager

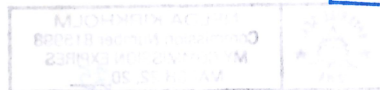
STATE OF Iowa)
COUNTY OF Polk) SS

This record was acknowledged before me on this 12 day of February, 2024, by Shawn Foutch, as Manager of FB Storm Lake II, LLC, on behalf of whom the record was executed.

Meg E. Foutch
Notary Public in and for said State

My commission expires: 7-27-24

02307355\11149-137



RESOLUTION NO. 28-R-2023-2024

**RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A SECOND AMENDMENT TO THE
AGREEMENT FOR PRIVATE DEVELOPMENT BY AND
BETWEEN THE CITY OF STORM LAKE AND FB STORM
LAKE II, LLC**

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

WHEREAS, the Plan has subsequently been amended nine times, most recently by the adoption of Amendment No. 9 to the Plan in 2023; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City of Storm Lake, Iowa ("City") and FB Storm Lake II, LLC ("Developer") previously entered into an Agreement for Private Development dated October 31, 2016 ("Agreement"), as amended by a First Amendment dated as of November 21, 2021, pursuant to which, among other things, the City agreed to sell certain property located within the Urban Renewal Area (the "Development Property") to the Developer, and the Developer agreed to construct certain Minimum Improvements (as defined in the Agreement) on the Development Property; and

WHEREAS, the City and Developer now desire to amend the Agreement pursuant to a proposed Second Amendment to the Agreement (the "Amendment") to extend the deadline for construction of the Building 2 Minimum Improvements; and

WHEREAS, Chapters 15A and 403, Code of Iowa, authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Amendment is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement, as amended by the Amendment, and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.

- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds.

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

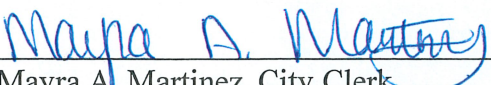
That the performance by the City of its obligations under the Amendment and the Agreement, as amended, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Amendment, the Agreement, as amended, and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

That the form and content of the Amendment, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Amendment for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Amendment, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement, as amended, and the Amendment as executed.

PASSED AND APPROVED this 19th day of February, 2024.


Matthew Ricklefs, Mayor Pro-Tem

ATTEST:


Mayra A. Martinez, City Clerk

Staff Summary

7/20/2026

Agenda Item # F.3.



REPORT TO: Honorable Mayor & Council

FROM: Scott Olesen, Building and Code Compliance Director

SUBJECT: **Public Hearing On The Proposal To Convey A Portion Of East 2nd Street To St. Mary's School.**

BACKGROUND: This agenda item is the public hearing component for the proposed conveyance of the north five feet of the East 2nd Street ROW as described in the attached legal description to St. Mary's School. This property was reviewed by the City Council at previous Council meetings when the proposed property was vacated to allow for the conveyance of the property to occur. This property, when conveyed, will be used by St. Mary's School to construct new steps into the south entrance to the School. This is part of a larger project to renovate the entrance into the School to provide proper accessibility for people with physical challenges through a new ADA ramp, restrooms, and proper door spacing in the vestibule.

FISCAL IMPACT: Publication and legal fees of approximately \$500.00.

RECOMMENDATION: Open public hearing, receive public input, close public hearing.

ATTACHMENTS:

1. [Public Hearing Notice](#)

(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 VACATED RIGHT-
OF-WAY, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake in the State of Iowa, will hold a public hearing at its meeting on July 20, 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 vacated right-of-way to St. Mary's Catholic School of Storm Lake, Iowa, across certain real property owned by the City, which is legally described as follows:

A PART OF EAST SECOND STREET LOCATED IN THE ORIGINAL TOWN OF
THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

The north five feet (N. 5') of the platted eighty foot right-of-way of East Second Street coincident with the south line of Block Forty-One of said Original Town of the City of Storm Lake and lying between the southern extension of the east line of Lot Eight of said Block Forty-One and the southern extension of the west line of Lot Nine of said Block Forty-One.

Tract contains 0.034 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 the parties.

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

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

Dated this 6th day of July, 2026.

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

(End of Notice)

Staff Summary

7/20/2026

Agenda Item # F.4.



REPORT TO: Honorable Mayor & Council

FROM: Scott Olesen, Building and Code Compliance Director

SUBJECT: **Resolution No. 09-R-2026-2027 Approving Conveyance Of A Portion Of East 2nd Street To St. Mary's School.**

BACKGROUND: This Resolution will convey the north five feet of the East 2nd Street ROW as described in the attached legal description to St. Mary's School. This property was reviewed by the City Council at previous Council meetings when the proposed property was vacated to allow for the conveyance of the property to occur. This property, when conveyed, will be used by St. Mary's School to construct new steps into the south entrance to the School. This is part of a larger project to renovate the entrance into the School to provide proper accessibility for people with physical challenges through a new ADA ramp, restrooms, and proper door spacing in the vestibule.

FISCAL IMPACT: Publication and legal fees of approximately \$500.00.

RECOMMENDATION: Adopt Resolution Approving Conveyance Of A Portion Of East 2nd Street To St. Mary's School.

ATTACHMENTS:

1. Resolution No. 09-R-2026-2026 Approving Conveyance Of ROW To St. Mary's School

RESOLUTION NO. 09-R-2026-2027

**RESOLUTION APPROVING AND AUTHORIZING CONVEYANCE OF
VACATED RIGHT-OF-WAY TO ST. MARY'S CATHOLIC SCHOOL OF
STORM LAKE, IOWA**

WHEREAS, the City Council of the City of Storm Lake (the "City") has received a proposal to convey vacated right-of-way to St. Mary's Catholic School of Storm Lake, Iowa, across certain real property legally described as follows (the "Property"):

A PART OF EAST SECOND STREET LOCATED IN THE ORIGINAL TOWN
OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The north five feet (N. 5') of the platted eighty foot right-of-way of East Second Street coincident with the south line of Block Forty-One of said Original Town of the City of Storm Lake and lying between the southern extension of the east line of Lot Eight of said Block Forty-One and the southern extension of the west line of Lot Nine of said Block Forty-One.

Tract contains 0.034 acres and is subject to all easements of record.

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to convey the interest in real property to St. Mary's Catholic School of Storm Lake, Iowa, and has considered the extent of objections received from residents or property owners as to said proposal; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

1. The proposal to convey an interest in real property to St. Mary's Catholic School of Storm Lake, Iowa, is hereby approved.
2. That the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver a deed without warranty for the real property interests to St. Mary's Catholic School of Storm Lake, Iowa.
3. The Mayor and the City Clerk, or their delegates, are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out the conveyance as contemplated herein.

PASSED AND APPROVED this July 20th, 2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

WITNESS my hand and the seal of the Council hereto affixed this 20th day of July, 2026.

4910-5569-7849-1\11149-1000

Staff Summary

7/20/2026

Agenda Item # F.5.



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

REPORT TO: Honorable Mayor & Council

FROM: Scott Olesen, Building and Code Compliance Director

SUBJECT: **Ordinance No. 02-O-2026-2027 Amending City Code Increasing Property Maintenance Penalties - 2nd Reading.**

BACKGROUND: As a result of information gathered at two public work sessions, it has been determined that the City should pursue increased penalties for violations of property maintenance requirements. The Ordinance amending the current municipal infraction amount from the current \$75.00 for the first offense, and \$125.00 and \$200.00 for the second and third offense, respectively, to \$500.00 for the first offense and \$750.00 and \$1,000.00 for second and third offenses.

The proposed Ordinance amending the current penalty amounts will be specific to City Code Title V, Chapter 10, Property Maintenance Code, and Title VIII, Chapter 1, Nuisances. It will not amend the penalty amounts for other sections of the City Code. It was determined that the increased amounts will provide better compliance with the requirements of these Code sections through a deterrent effect that has subsided under our current Ordinance penalty levels. The proposed penalties would be in line with other jurisdictions in our area.

This will not change the current procedures implemented by the Department in the course of enforcing these Code sections. Municipal infractions are the last option used in enforcement. Education and communication are prioritized, with credit given to individuals who are making a sincere effort to abate the conditions that they have been notified about. Efforts are also being made to come up with other solutions, such as working with the volunteer program that we have discussed for those individuals that are having issues complying due to temporary problems they are experiencing. We will also explore opportunities for finding ongoing solutions for the elderly and others

who physically cannot mow their yards or remove snow from their sidewalks, which is a separate issue.

I have attached a copy of the proposed Ordinance for your review.

FISCAL IMPACT: Approximately \$500.00 for legal fees.

RECOMMENDATION: Review and approve on: ~~First reading July 6th, 2026~~
Second reading July 20th, 2026
Third reading August 3rd, 2026

ATTACHMENTS:

1. Ordinance - Increasing nuisance property code penalties

ORDINANCE NO. 02-O-2026-2027

AN ORDINANCE AMENDING TITLE V, CHAPTER 10, PROPERTY MAINTENANCE CODE, AND TITLE VIII, CHAPTER 1, NUISANCES, OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA, REGARDING INCREASED PENALTIES

WHEREAS, Title V, Chapter 10, of the 1994 Recodification of the Municipal Code of the City of Storm Lake (“City Code”), adopts the City’s Property Maintenance Code, which regulates the standards for maintenance, condition, and occupancy for residential premises within the City of Storm Lake, Iowa (“City”); and

WHEREAS, Title VIII, Chapter 1 of the City Code prohibits the creation or maintenance of nuisances within the City (“Nuisance Ordinance”); and

WHEREAS, a violation of any provision of the City Code is subject to a civil penalty as provided under City Code Title I, Chapter 20, unless otherwise provided by specific schedule elsewhere in the Code; and

WHEREAS, the City Council of the City of Storm Lake, Iowa (“City Council”) has determined it is necessary and appropriate to amend the City Code to include specific civil penalties for violations of the Nuisance Ordinance and Property Maintenance Code to further the purposes of the ordinances; and

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

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

SECTION ONE. Title V, Chapter 10, Section 8, “Violations,” Subsection (A), “ENFORCEMENT,” of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, is hereby amended by repealing and replacing Section 5-10-8(A), ENFORCEMENT, as follows:

(A) ENFORCEMENT. The creation or maintenance of a violation of this ordinance is prohibited and shall constitute a municipal infraction subject to all relief authorized by Title I, Chapter 20, of the City Code and by Section 364.22 of the Code of Iowa. The following specific schedule of civil penalties shall be applicable for offenses under this Chapter:

Schedule of Civil Penalties for Violations of Storm Lake Property Maintenance Code:

First Offense	\$500
Second Repeat Offense	\$750

Third and All Other Repeat Offenses \$1,000

Each day that a violation is permitted to continue beyond any period of time granted by the enforcement officer to correct the violation constitutes a separate offense.

SECTION TWO. Title VIII, Chapter 1, “Nuisances,” Section 8-1-13, “Municipal Infraction” of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, is hereby amended by repealing and replacing Section 8-1-13, as follows:

Section 8-1-13 Municipal Infraction.

A violation of any of the provisions of this Chapter shall constitute a Municipal Infraction subject to the penalties and alternative relief authorized by Title 1, Chapter 20 of this Code and by Section 364.22 of the Code of Iowa. The following specific schedule of civil penalties shall be applicable for offenses under this Chapter:

Schedule of Civil Penalties for Nuisance Violations:

First Offense	\$500
Second Repeat Offense	\$750
Third and All Other Repeat Offenses	\$1,000

Each day that a violation is permitted to continue beyond any period of time granted by the enforcement officer to correct the violation constitutes a separate offense.

SECTION THREE. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

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

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

PASSED on its first consideration the _____ day of _____, 2026.

PASSED on its second consideration the _____ day of _____, 2026.

Requirement of consideration and vote at two (2) prior City Council meetings suspended the _____ day of _____, 2026.

PASSED AND APPROVED on its third consideration this _____ day of _____, 2026.

CITY OF STORM LAKE, IOWA

By: _____
Margaret J. McKeon, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

4933-9646-2510-1\11149-1000

Staff Summary

7/20/2026

Agenda Item # F.6.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil, City Manager

SUBJECT: **Motion To Approve A Service Agreement With Dorsey & Whitney LLP For The Water Treatment Plant Planning & Development Phase**

BACKGROUND: The Water Treatment Plant project is expected to be funded through a combination of cash on hand, grants, federal WIFIA funding, and State SRF funding. Because the project will use several funding sources, including federal programs such as WIFIA, the City will need to enter into a service agreement for legal services related to the project.

The service agreement with Dorsey & Whitney will include bond counsel services. Dorsey & Whitney will work with the municipal advisor, City staff, and engineers to coordinate the legal proceedings and documents needed for the City to authorize a Planning and Development Loan, conduct the bid letting, provide written legal opinions, and comply with applicable state and federal laws.

The City has utilized Dorsey & Whitney for legal services and has maintained a great relationship with the City. Dorsey & Whitney expertise comes with experience in State and Federal financial programs.

As the City determines the bond issuance process for the construction phase of the Water Treatment Plant project, a separate or updated agreement will be needed to support negotiations with the WIFIA program.

FISCAL IMPACT: Legal services related to financing the Planning and Development phase of the Water Treatment Plant are estimated to cost \$20,000. Of

that amount, \$5,000 will be due after closing of the Planning and Development Loan, with the remaining balance billed at the time of issuance. Dorsey & Whitney will consult with the City before performing any services outside the scope described above.

RECOMMENDATION: Approve a Service Agreement with Dorsey & Whitney LLP for the Water Treatment Plant Planning & Development Phase

ATTACHMENTS:

1. Signed Engagement With Dorsey & Whitney LLP - Water Treatment Plant

July 14, 2026

VIA EMAIL

Keri Navratil
City Manager
620 Erie Street
PO Box 186
Storm Lake, Iowa

Re: Engagement SRF Water Treatment Plant P&D Phase Project (P&D and Bid Letting)

Dear Keri:

Thank you for asking Dorsey & Whitney LLP (the “Firm”) to provide limited bond counsel services to the City of Storm Lake, Iowa (the “Borrower”) regarding the SRF Water Treatment Plant P&D Loan (the “P&D Phase Project”) to be financed through the Iowa Finance Authority’s (“IFA”) State Revolving Fund Loan Program (the “SRF Program”). It is our understanding the Borrower has engaged Piper Sandler & Co. as its municipal advisor (the “Municipal Advisor”) for the P&D Phase Project. It is also our understanding the public bidding process is expected to be undertaken pursuant to Chapter 26A of the Iowa Code and the use of a construction manager at risk (“CMaR Public Bidding”).

Because clear and timely communication is important for serving clients well, we want to begin by stating mutual understandings about services and charges.

Services. We will provide limited bond counsel legal services related to the financing of the P&D Phase Project through the SRF Program. It is our understanding the Borrower will first enter into a Planning and Design Loan (the “P&D Loan”) to cover engineering expenses while the P&D Phase Project is designed. Subsequently, the Borrower will let the contract (the “Bid Letting”) for the construction of the P&D Phase Project and enter into a long-term loan (the “Bond Issuance”) in the approximate principal amount of \$120,000,000 to finance construction of the water treatment plant project (the “Long-Term Project”).

Eligibility for participation in the SRF Program and loans made pursuant to the LDA (as hereinafter defined) are determined by the SRF Program pursuant to state and federal regulations, and the SRF Program’s intended use plan (the “IUP”). It is our understanding should the City choose to finance the Long-Term Project pursuant to the SRF Program the terms of the Long-Term Project will be established pursuant to SRF Program requirements and will be reflected in a Loan and Disbursement Agreement (the “LDA”).

Our responsibility in providing these limited bond counsel services is to coordinate the legal proceedings necessary to enable the Borrower to authorize the P&D Loan, conduct the Bid Letting and authorize the P&D Loan under State of Iowa (“State”) law and federal law. We will prepare appropriate resolutions, notices and certificates, consult with the Municipal Advisor and Engineer and, at closing of both the P&D Loan, we will provide a written legal opinion addressed to the Borrower and IFA confirming that the bonds are valid and binding obligations of the Borrower. We will also provide a written legal opinion addressed to the Borrower confirming that the Bid Letting procedures complied with Iowa public bidding requirements.

Our limited bond counsel services will not include (1) the determination of eligibility under the SRF Program or (2) any negotiation of the terms of the P&D Loan, the Bond Issuance, the LDA (including rates, maturity dates, amortization schedules, and source/security for repayment of the loan), or any other terms and

requirements established by the SRF Program. Eligibility for participation in the SRF Program and loans made pursuant to the LDA are determined by the SRF Program pursuant to state and federal regulations. We understand the Engineer and the Municipal Advisor will assist the Borrower with eligibility and other programmatic requirements. Although the Firm will receive this information to conduct our scope of services, we will not be representing the Borrower regarding these issues.

Other Representations/Consent: As mentioned above, our principal task for the Borrower is to prepare documents that conform to the requirements and the terms of the SRF Program and to facilitate and document the due authorization thereof based upon the information provided by the Engineer, Municipal Advisor, and the SRF Program.

You should be aware that we serve as program and bond counsel ("Program Counsel") to IFA with respect to its SRF Program. As discussed herein, the terms of the financing are established pursuant to the approved SRF Program documents and regulations and are not negotiable. Therefore, we will not be representing the Borrower with regard to the loan terms. Because the terms are generally not negotiable, we do not believe that our simultaneously acting as Program Counsel to IFA with respect to the SRF Program will present any impediment to providing the limited bond counsel services identified herein to the Borrower.

We request that a signed copy of this letter be returned to indicate agreement on the following:

1. The Borrower has engaged this Firm to provide limited bond counsel services as set forth herein. The Borrower, by acceptance of this engagement, acknowledges the Firm does not and will not represent the Borrower with respect to an SRF Program LDA.
2. This Firm currently represents IFA as Program Counsel to the SRF Program. The Borrower consents to our representation of IFA in connection with the LDA.
3. It is mutually understood that our limited bond counsel services outlined above are solely for the benefit of the Borrower.
4. The Borrower has had the opportunity to review these agreements with its legal counsel. Please note that IFA has consented to the Firm's representation on this matter as Program Counsel.

Completing Our Services. We intend and expect to complete our services to your satisfaction. Our engagement ends upon the closing of the Bond Issuance. Prior to the completion of our services, we will withdraw from representation upon client request. We may also withdraw in the manner and for the reasons provided by judicial and professional rules, such as if our fees are not paid timely. At the conclusion of representation, a client may request a copy of any client files or papers to which the client is entitled, for which we may charge a reasonable fee for the cost of gathering and/or producing electronic documents.

Fees, Disbursements and Billing. Based upon (i) our current understanding of the terms, structure, size and schedule of the P&D Phase Project and the financing plan; (ii) the duties we will undertake; (iii) the time we anticipate devoting to the representation; and (iv) the responsibilities we assume; we estimate that our fees and expenses related to the P&D Loan and the Bid Letting will be \$20,000. We will bill up to \$5,000 of this amount shortly after closing of the P&D Loan, with the balance to be billed at the time of issuance of our opinion with respect to Public Bidding.

Our fees may also be affected by factors such as additional credit facilities or multiple Bid Letting processes, unusual time constraints, use of prior work product, and overall value of the services. Although we attempt to estimate the fees for this engagement, legal representations often involve variables that make it

difficult or impossible to estimate fees accurately, and we will consult with the Borrower regarding any adjustments to the fees set forth above. Disbursements for certain items, such as filing fees and travel expenses are usually advanced by us, then billed to clients.

As the bond issuance process is determined by the federal WIFIA program we will provide an updated fee arrangement for purposes of negotiating the documents with the WIFIA program on behalf of the Borrower.

If these arrangements are acceptable to you, please have this letter executed in the space below and scan and email an executed copy to me. If you have questions, please call me at 515-699-3287 or 515-441-1442.

We look forward to working with you. Thank you for the opportunity to serve the Borrower.

Best regards,



David Drake Grossklaus

DDG/nc

cc: Tyler Gibbins, Finance Director

Accepted and agreed to this 7th day of July, 2026.

City of Storm Lake, Iowa

By: _____
Margaret J. McKeon, Mayor

Staff Summary

7/20/2026

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: Chris Cole, Police Chief

SUBJECT: **Work Session Personal Mobility Devices Ordinance**

BACKGROUND: Attached is a preliminary draft of an ordinance regulating the use and operation of bicycles, electric bicycles (e-bikes), pedestrian conveyances, and other personal mobility devices on city streets, sidewalks, and trails.
The purpose of this work session is to review and discuss the proposed provisions, gather feedback, and determine any necessary revisions so we can move forward with adopting the ordinance.

FISCAL IMPACT: None

RECOMMENDATION: None

ATTACHMENTS:

1. [Sample Ordinance](#)

ORDINANCE NO. ____

AN ORDINANCE AMENDING TITLE IX, CHAPTER 10, BICYCLES, OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA, REGARDING VARIOUS REGULATIONS FOR THE OPERATION OF BICYCLES, ELECTRIC BICYCLES, PEDESTRIAN CONVEYANCES, AND OTHER PERSONAL MOBILITY DEVICES

WHEREAS, Title IX, Chapter 10, of the 1994 Recodification of the Municipal Code of the City of Storm Lake (“City Code”) sets forth regulations regarding the use and parking of bicycles in Storm Lake, Iowa (the “City”); and

WHEREAS, the use of bicycles, electric bicycles, pedestrian conveyances, and other personal mobility devices is becoming more prevalent on public property within the City; and

WHEREAS, the City Council of the City of Storm Lake, Iowa (“City Council”) has determined it is necessary and appropriate to amend the City Code to include additional regulations regarding the use and operation of bicycles, electric bicycles, pedestrian conveyances, and other personal mobility devices on public property in order to protect pedestrians, riders, motorists, and property, and to promote public safety and the general health and welfare of the public; and

WHEREAS, the City Council hereby determines the amendments to City Code set forth herein are in the public’s best interest, are necessary and appropriate, and serve the health and welfare of the community.

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

SECTION ONE. Title IX, Chapter 10, “Bicycles,” of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa, is hereby repealed and the following is adopted in lieu thereof:

Chapter 9-10

**BICYCLES, ELECTRIC BICYCLES, PEDESTRIAN CONVEYANCES,
AND OTHER PERSONAL MOBILITY DEVICES**

Section 9-10-1 Purpose

The purpose of this chapter is to establish regulations governing the operation of bicycles, electric bicycles, pedestrian conveyances, and other personal mobility devices on the City’s streets, sidewalks, and trails as authorized by Iowa law.

Section 9-10-2 Definitions

For the purposes of this chapter, the following definitions apply:

“Bicycle” means a device having up to two or three wheels and having at least one saddle or seat for the use of a rider which is propelled by human power.

“Bicycle Lane” means a portion of a street designed for exclusive or preferential use by persons using bicycles, personal conveyances, or other personal mobility devices. Bicycle lanes are to be distinguished from the portion of the street used for motor vehicle traffic by physical barrier, striping, marking, or other similar device.

“Central Business District” means the territory of the City which is defined legally as:

Beginning at the Northeast corner of Lot Six (6), Block Sixty-Eight (68) of the City of Storm Lake, Iowa; thence South to the Northeast corner of the Northwest Central Railroad Right-of way; thence Southeasterly to the Northwest corner of Block Twenty-Eight (28) of the City of Storm Lake, Iowa; thence North to the Southeast corner of Lot Eight (8), Block Two (2) of the City of Storm Lake, Iowa; thence West to the Southwest corner of Lot Eight (8), Block Three (3) of the City of Storm Lake, Iowa, thence North to the Northwest corner of Lot One (1), Block Three (3) of the City of Storm Lake, Iowa; thence West to the Northwest corner of Lot Twenty Four (24), Block Three (3) of the City of Storm Lake, Iowa; thence North to the Northwest corner of Lot One (1), Block Sixty-Four (64) of the City of Storm Lake, Iowa; thence West to the point of beginning.

“Electric Motorcycle” means a motor vehicle having a saddle or seat for use of a rider, with a motor that produces more than 750 watts, with or without pedals, designed to travel on not more than three wheels in contact with the ground, and capable of operating at speeds greater than thirty-nine miles per hour on level ground unassisted by human power, but excluding a motorized bicycle.

“Electric Personal Assistive Mobility Device” means a self-balancing, nontandem two-wheeled device powered by an electric propulsion system that averages seven hundred fifty watts and is designed to transport one person, with a maximum speed on a paved level surface of less than twenty miles per hour. The maximum speed shall be calculated based on operation of the device by a person who weighs one hundred seventy pounds when the device is powered solely by the electric propulsion system.

“Electronic Device” means a device that is powered by electricity, including by a battery, and that is capable of being used to compose, send, receive, or read an electronic message, or that is capable of storing, retrieving on-demand, or displaying videos, movies, broadcast television images, visual images, or audio or video data files. “Electronic device” includes, but is not limited to, a telephone including a cellular telephone, personal digital assistant, portable or mobile computer including a tablet, two-way messaging device, electronic gaming device, and any substantially similar portable device that is used to initiate, store, or receive electronic communication, information, or data.

“High-Powered Electric Mobility Devices” means a device, with or without handle bars, which is designed to be stood upon or equipped with at least one saddle or seat, and is powered by an electric propulsion system which produces more than seven hundred fifty watts, but excluding a low-speed electric bicycle, electric personal assistive mobility device, electric motorcycle, or motorized bicycle.

“Low-Speed Electric Bicycle” means a low-speed electric bicycle having a saddle or seat for the use of a rider, two or three wheels equipped with fully operable pedals, and an electric motor of less than seven hundred fifty watts that meets the requirements of one of the following classes:

“Class 1 low-speed electric bicycle” means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour or more.

“Class 2 low-speed electric bicycle” means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches a speed of twenty miles per hour or more.

“Class 3 low-speed electric bicycle” means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour or more.

“Minor” means any person below the age of eighteen years of age who is not married or otherwise legally emancipated.

“Motorized Bicycle” means a motor vehicle having a saddle or seat for use of a rider, designed to travel on not more than three wheels in contact with the ground, and not capable of operating at a speed in excess of thirty-nine miles per hour on level ground unassisted by human power, but excluding a low-speed electric bicycle.

“Pedestrian” means a person afoot or a person using a pedestrian conveyance.

“Pedestrian Conveyance” means any human-powered device by which a pedestrian may move other than by walking or by which a pedestrian may move another person, including but not limited to a wheelchair, stroller, skateboard, scooter, or other similar device. “Pedestrian Conveyance” also includes an electric personal assistive mobility device and any other device used to move a person sitting or standing on the device regardless of whether the device is powered by an electric motor, so long as the electric motor produces not more than seven hundred fifty watts. “Pedestrian Conveyance Device” does not include a bicycle, low-speed electric bicycle, or high-powered electric mobility device.

“Personal Mobility Device (PMD)” means the collective terms for bicycles, low-speed electric bicycles, and pedestrian conveyances, but does not include high-powered electric mobility devices, personal assistive devices, motorized bicycles, or electric motorcycles.

“Personal Assistive Device” means a vehicle or mobility aid device designed to be an “assistive device” as defined by Iowa Code Section 216E.1(1) which is used to increase, maintain, or improve the functional capabilities of individuals with disabilities concerning major life activities, such as electric wheelchairs, scooters, and walkers.

“Sidewalk” means a paved or unpaved surface, separate from the street and in the right of way less than eight feet in width under the jurisdiction and control of the local political subdivision thereof for use primarily by pedestrians.

“Street” means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.

“Trail” means a paved or unpaved surface separate from the street and in the right of way at or greater than eight feet in width under the control of the state or a local political subdivision thereof for use primarily by bicycles and pedestrians.

Section 9-10-3 Equipment Requirements

(A) Lighting. Every PMD when in use between sunset and sunrise, and at such other times when weather conditions provide insufficient lighting to render clearly discernable persons and vehicles on the road at a distance of three hundred feet ahead, shall be equipped with a lamp on the front emitting a white light visible from a distance of at least three hundred feet to the front and with a lamp on the rear exhibiting a red light visible from a distance of three hundred feet to the rear except that a red reflector on the rear may be used in lieu of a rear light. The lamps or reflector may be attached to the operator of the PMD rather than the PMD itself provided the visibility requirements are met.

(B) Brakes. PMDs, excluding wheelchairs, strollers, skateboards, and skates, shall be equipped with brakes capable of bringing the device to a controlled stop within a safe distance.

(C) Helmet. Persons under the age of 18 operating or riding a PMD, excluding wheelchairs and strollers, are required to wear a properly secured bicycle, motorcycle, or similar helmet of the type and design manufactured for use by operators or riders of similar devices while the PMD is in motion.

Section 9-10-4 Applicability of Motor Vehicle Laws

(A) Every person operating a PMD, motorized bicycle, and electric motorcycle upon a street where permitted shall be granted all of the rights, and shall be subject to all of the duties, applicable to the driver of a motor vehicle by the laws of the State of Iowa declaring rules of the road applicable to motor vehicles and/or by the Motor Vehicles and Traffic Code of the City of Storm Lake applicable to the driver of a motor vehicle, except as to those provisions that by their nature can have no application.

(B) PMDs covered by this chapter are not subject to the registration, licensure, titling, inspection, and proof of financial liability coverage provisions of Iowa Code Chapters 321 and 321A unless otherwise required by Iowa Code.

(C) Operators of PMDs are not required to possess a state issued driver's license unless otherwise required by Iowa Code.

(D) Motorized bicycles and electric motorcycles are subject to registration, licensure, titling, inspection, and proof of financial liability coverage provisions of Iowa Code Chapters 321 and 321A.

(E) Operators of motorized bicycles and electric motorcycles are required to have possession of a state issued driver's license.

(F) Whenever a person dismounts from a PMD, the person shall be subject to all regulations applicable to pedestrians afoot.

Section 9-10-5 Obedience to Signals

(A) Every person operating a PMD upon the street where permitted shall obey the directions of official traffic signals, signs, and other control devices applicable to other vehicles and shall obey direction signs relative to turns permitted, unless otherwise directed by a police officer.

(B) Every person operating a PMD upon a sidewalk or trail where permitted, or if dismounted from a PMD, shall obey the direction of official traffic signals, signs, and other control devices applicable to pedestrians afoot.

(C) If a person permissibly operating a PMD on the street has stopped pursuant to the directions of a traffic control device and has a reasonable belief that the traffic control device or signal is unresponsive or not detecting their presence, thus rendering the person stranded, the person may proceed through the intersection, provided that:

(1) There is no other vehicle approaching or entering the same intersection from a different street or from the same street approaching or entering the intersection from the opposite direction;

(2) The person proceeds, exercising due care through the intersection with consideration for all other applicable rules of the road; and

(3) One complete cycle of the traffic-control device or signal, or 90 seconds, has passed.

Section 9-10-6 Operation Regulations

(A) Number of Riders. No PMD shall be operated or ridden with more persons at one time than the number for which the PMD is designed and equipped.

(B) Speed. A person shall not operate a PMD at a speed greater than is careful and prudent and no greater than is reasonable and proper considering the conditions existing at the time and location of operation, taking into account the surroundings and environment, including inclement weather, infrastructure conditions, right-of-way grade, time of day, number of pedestrians or other operators, and width of right-of-way. A person shall not operate a PMD on a street, sidewalk, or trail in excess of the posted or applicable speed limit, or if there is no posted or applicable speed limit, twenty miles per hour.

(C) Operational Control. The operator of a PMD shall maintain full directional, speed, and stopping control of the device at all times. No person shall carry, transport, use, or tow any bundle, package, article, or other item that interferes with, impairs, or prevents the operator from maintaining such control.

(D) Reckless Operation. No person shall operate a PMD in an irregular or reckless manner so as to disregard the safety of the operator, other persons, or property.

(E) Operation Under the Influence. PMDs shall not be operated while under the influence of alcohol or controlled substances.

(F) Yielding and Right-of-Way. Operators of PMDs shall yield the right-of-way to pedestrians afoot. Before overtaking and passing a pedestrian afoot or

other PMD traveling in the same direction as a PMD, the operator of a PMD shall give an audible signal. The operator shall overtake and pass the pedestrian afoot or other PMD on the left whenever such movement can be made safely and reasonably under the circumstances and shall maintain a safe distance from the pedestrian afoot or other PMD while passing.

(G) Use of Electronic Device During Operation. No person shall use an electronic device while operating a PMD, excluding wheelchairs and strollers, unless the PMD is at a complete stop off the traveled portion of the right-of-way, or as far away from the center of the right-of-way as is practicable if the PMD cannot be entirely removed from the traveled portion of the right-of-way. A person does not violate this section by using an electronic device while the electronic device is secured or mounted to the operator or to the PMD, or is in hands-free mode. "Use" includes, but is not limited to, holding, viewing, or manipulating an electronic device.

(H) Operation with Animals. No person shall operate a PMD, excluding wheelchairs and strollers, while leading, accompanying, or controlling any animal or pet. This prohibition applies whether the animal or pet is restrained by a leash, tether, harness, rope, or other similar device, or is otherwise under the person's control or direction.

(I) Towing. No person operating or riding on a PMD shall attach the device or themselves to any other person, PMD, high-powered electric mobility device, motorized bicycle, electric motorcycle, or other moving motor vehicle by tow rope, hand grip, or otherwise. This section shall not prohibit attaching a trailer to a PMD that is designed to accommodate such a device.

(J) Following Emergency Vehicles. No person operating a PMD shall follow closer than 500 feet of an authorized emergency vehicle as defined by Iowa Code Section 321.1(6) which has emergency lights and/or sirens activated, and shall not stop, park, or leave a PMD within 500 feet of an emergency vehicle stopped in response to an emergency.

(K) Age Restrictions. A person under the age of sixteen shall not operate a class 3 low-speed electric bicycle or an electric personal assistive mobility device. A person under the age of sixteen may ride as a passenger on a class 3 low-speed electric bicycle if the low-speed electric bicycle is designed to accommodate a passenger.

Section 9-10-7 Places of Operation and Requirements

(A) Sidewalks and Trails. PMDs may be operated on sidewalks and trails unless otherwise prohibited by posted signage or pavement markings.

(B) Parks and Public Green Spaces. When operated within any City park, green space, or other public recreational area containing a sidewalk or trail, a PMD,

excluding wheelchairs and strollers, shall be operated only upon the sidewalk or trail. Operation of a PMD, excluding wheelchairs and strollers, is prohibited on all other portions of City parks and public recreational areas, including, but not limited to, lawns, green spaces, athletic fields, playgrounds, basketball courts, tennis courts, pickleball courts, skate parks, soccer fields, and any other recreational facility or area.

(C) Private Property. Operating PMDs on private property without express permission from the property owner is prohibited.

(D) Pedestrian Conveyances. The use of a pedestrian conveyance is prohibited on any City street which has a speed limit of greater than twenty five miles per hour.

(E) High-Powered Electric Mobility Devices. High-powered electric mobility devices are prohibited from being operated on City streets, sidewalks, trails, or other public property.

(F) Motorized Bicycles and Electric Motorcycles. Motorized bicycles and electric motorcycles are prohibited from operation on City sidewalks and trails, including those located within city parks, yards, fields, green spaces, or other public areas, and are prohibited on all other portions of City parks and public recreational areas, including, but not limited to, lawns, green spaces, athletic fields, playgrounds, basketball courts, tennis courts, pickleball courts, skate parks, soccer fields, and any other recreational facility or area.

(G) Central Business District. No person shall operate a PMD, excluding wheelchairs and strollers, upon the sidewalk within the Central Business District of the City.

(H) Streets. Any person operating a PMD upon a street at a speed less than the normal speed of traffic moving in the same direction shall ride as close as practicable to the right-hand curb or edge of the street except under any of the following situations:

- (1) When overtaking and passing another PMD or vehicle proceeding in the same direction;
- (2) When preparing for a left turn at an intersection or into a private road or driveway;
- (3) When reasonably necessary to avoid conditions (including, but not limited to, fixed or moving objects, animals, and surface hazards) that make it unsafe to continue along the right-hand curb or edge;

(4) When a bicycle lane has been established on the street; or

(5) When a facility is present that would allow PMD traffic on the left side of the street.

(I) Street Crossing. For applicable PMDs being operated on sidewalks and trails, a street crossing is permitted only when the operator abides by all of the following:

(1) The crossing of a street is made at an angle of approximately ninety degrees to the direction of the street and at a location where no obstruction prevents a quick and safe crossing;

(2) The operator brings the device to a complete stop before crossing the street;

(3) The operator yields the right-of-way to all vehicles approaching on the street that constitute an immediate hazard;

(4) Where the street is divided, the crossing is made only at an intersection; and

(5) Where an intersection is controlled by a traffic control device, the crossing is made in obedience of the traffic control device.

(J) Emerging from Alley or Driveway. The operator of a PMD emerging from a private roadway, alley, sidewalk, trail, driveway, or building shall stop such PMD immediately prior to operating the PMD onto the sidewalk area, and upon approaching a sidewalk or the sidewalk area extending across any private roadway, alley, sidewalk, trail, driveway, or building, yield the right-of-way to all pedestrians afoot and PMDs approaching on said sidewalk or sidewalk area, and upon entering a trail or street shall yield the right-of-way to all vehicles or other PMDs present or approaching on said trail or street, unless such intersection is controlled by a traffic control device, in which case the operator shall obey the traffic control device.

Section 9-10-8 Bicycle Lanes.

(A) Whenever a bicycle lane has been established on a street, any person operating a PMD on the street moving in the same direction may operate within the bicycle lane.

(B) If done in a safe manner and yielding to other vehicles, any person operating a PMD within a bicycle lane may move out of the lane when overtaking and passing another PMD, vehicle, or pedestrian within the lane or about to enter the lane if the overtaking and passing cannot be done safely within the lane.

(C) No person operating a PMD shall leave a bicycle lane until the movement can be made with reasonable safety.

(D) No person shall drive a motor vehicle in a bicycle lane established on a street except as follows:

(1) To park where parking is permitted;

(2) To enter or leave the roadway; or

(3) To prepare for a turn within a distance of 200 feet from the intersection.

(E) When able based on traffic conditions the driver of a motor vehicle overtaking a PMD that is traveling in a bicycle lane shall give at least three feet of lateral distance between the outside of the motor vehicle and the PMD.

(F) The driver of a motor vehicle shall yield right-of-way, slowing down or stopping if need be to yield, to any pedestrian afoot or an operator of a PMD within any bicycle lane.

Section 9-10-9 Parking

(A) No person shall leave a PMD lying on its side on any sidewalk or trail, or shall park a PMD on a sidewalk or trail in any other position, so that there is not an adequate path for pedestrian afoot or PMD traffic.

(B) No person shall park a PMD upon a sidewalk within the Central Business District except at bicycle racks provided by the City.

Section 9-10-10 Responsibility of Parents or Legal Guardians

(A) A parent or legal guardian who knowingly permits or directs their minor child, under the parent or legal guardian's care or supervision, to violate any provision of this chapter may be cited for such violation and held responsible for applicable penalties.

(B) Upon the occurrence of a first offense, the City will issue the parent or legal guardian a warning letter which states that the parent or legal guardian is in violation of this Section 9-10-10 together with a description of the nature of the parent's violation and a statement setting forth the fines and/or consequences of future violations.

(C) Upon the occurrence of a second offense, the penalty shall follow the schedule of civil penalties provided by Section 9-10-11, starting at an amount equal to a first offense.

Section 9-10-11 Violations

(A) A violation of any provision of this chapter constitutes a municipal infraction. The schedule of civil penalties for violation of this chapter are as follows:

(1) First Offense:

(2) Second Offense:

(3) Third and All Repeat Offenses:

Section 9-10-12 Impoundment

(A) Right to Impound. The City may impound PMDs and high-powered electric mobility devices which are operated or parked in violation of City ordinance.

(B) Notice. Within seventy-two hours of the impoundment of the PMD or high-powered electric mobility device, exclusive of weekends and legal holidays, written notice of the impoundment shall be provided by the Police Department to the owner of the aforementioned device, if that individual is reasonably ascertainable. If the individual from which the PMD or high-powered electric mobility device was seized is a minor, then notice shall be provided to the minor's parent or legal guardian. Notice shall be provided by hand delivery or by certified mail, return receipt requested, to the last known address of the recipient and shall include:

- (1) The date, time, and location of the seizure;
- (2) A description of the device;
- (3) The location at which the device is being held;
- (4) The section of the City Code alleged to have been violated;
- (5) An itemization of the storage fees accrued and accruing;
- (6) A statement of the procedure by which the recipient may request a hearing pursuant to this section;

(7) A statement that failure to reclaim the device within one-hundred and twenty days of impoundment deems the device abandoned and thereafter the City may dispose of the device.

(C) Right to Hearing. The owner of the device or the applicable parent or legal guardian of a minor from whom the device was seized may request a hearing before the City Manager by filing a written request with the City Manager within ten calendar days of the date of the notice of impoundment. The City Manager shall fix the time and place of the hearing which shall be within fifteen days of the request. At the conclusion of the hearing, the City Manager will render a decision if probable cause existed for the impoundment. If the City Manager determines probable cause existed for the impoundment, the PMD or high-powered electric mobility device will continue to be impounded in accordance with this section. If the City Manager determines probable cause did not exist for the impoundment, the PMD or high-powered electric mobility device shall be released to the owner as soon as practicable. If no hearing is timely requested, the right to a hearing shall be deemed waived.

(D) Storage, Release and Fees. All PMDs and high-powered electric mobility devices impounded under this section shall be subject to a storage fee in an amount set by Council Resolution that is sufficient to offset the City's costs of enforcement and storage. Prior to the release of the PMD or high-powered electric mobility device, the owner of the aforementioned device shall pay the applicable storage fee. If the device is not claimed, and the applicable storage fee not paid, within one-hundred and twenty days of impoundment, the device shall be deemed abandoned and the City may dispose of the device.

(E) Affirmative Defense. It shall be an affirmative defense to impoundment under this section, to be established by the owner by a preponderance of the evidence, that the device was stolen or was being operated by an individual other than the owner without the owner's knowledge or consent, and the owner had taken reasonable measures to prevent unauthorized use of the device.

SECTION THREE. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

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

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

PASSED on its first consideration the _____ day of _____, 2026.

PASSED on its second consideration the _____ day of _____, 2026.

Requirement of consideration and vote at two (2) prior City Council meetings suspended
the _____ day of _____, 2026.

PASSED AND APPROVED on its third consideration this _____ day of _____,
2026.

Margaret J. McKeon, Mayor

ATTEST:

Mayra Martinez, City Clerk

Staff Summary

7/20/2026

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: Mayra Martinez, City Clerk

SUBJECT: City Council Requested Items / City Council Updates

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

None