

**CITY OF STORM LAKE
SPECIAL COUNCIL SESSION MEETING,
CITY HALL
COUNCIL CHAMBERS
NOVEMBER 14, 2022
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

- A. **Consideration of Changes in Agenda and Setting the Agenda**
- B. **Disclosure by City Council Members**
- C. **Hear the Public**
- D. **New Business**
 1. [Motion To Approve The Contract For Water Service For 143 South Cove Drive](#)
 2. [Motion To Approve The Agreement With Central Bank for 143 South Cove Drive](#)
- E. **Adjourn**

Meeting Protocol

If you wish to speak today, please:

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

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

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

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

Staff Summary

11/14/2022

Agenda Item # D.1.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Motion To Approve The Contract For Water Service For 143 South Cove Drive**

BACKGROUND: City Ordinance allows to sell water to property owners located outside City Limits and not contiguous to those limits. Property owner has called for this special council meeting to request water service for the their property located at 143 South Cove drive. Owner is responsible of contracting a licensed plumber to install water lines and water meter from the watermain to the house. City would verify proper connections and installation to the water main and meter. Contract applies limitations to the water usage.

FISCAL IMPACT: Fee for outside users pers resolution No. 75-R-2021-2022 is \$1,500.00
Current Meter cost with connections \$785.01

RECOMMENDATION: Motion to approve the Water Contract for service for 143 South Cove Drive

ATTACHMENTS:

[Water Contract with Lien.pdf](#)

[Water Contract without Lien.pdf](#)

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

**CITY OF STORM LAKE
CONTRACT FOR WATER SERVICE**

On this _____ day of _____, 20____, the following Agreement is reached between Inderjit Singh and Rupinder Kaur, husband and wife, hereinafter referred to as "APPLICANT" and the City of Storm Lake, Iowa, hereinafter referred to as "CITY".

Background

CITY is a municipal corporation of the State of Iowa, located in Buena Vista County. CITY operates a water plant and water distribution system and is authorized by its Ordinance III-4-6 to sell water to property owners located outside the city limits and not contiguous to those limits. APPLICANT desires to purchase water from CITY. The parties, therefore, agree that CITY will sell water to APPLICANT and APPLICANT will purchase water from CITY in accordance with the following terms and conditions.

Agreement

1. APPLICANT hereby requests water service to the following described premises:

Street Address: 143 South Cove Drive

Legal Description: See attached Exhibit "A," incorporated herein by reference.

APPLICANT hereby warrants that APPLICANT (individually or jointly, as appropriate) holds title in fee simple to the property described.

2. CITY hereby agrees to sell water to APPLICANT to service the residence or commercial property located upon the property based upon APPLICANT'S representation that the parcel described is the entire parcel of real estate owned by the APPLICANT which is contiguous to the site for which water service is sought.
3. The water to be purchased shall be for human consumption and household or commercial use only and shall not be used for livestock, poultry or other farming operations. In addition, APPLICANT agrees that APPLICANT will not resell the water provided by CITY to any other consumer.

4. The parties agree that APPLICANT shall not consume more than 96,000 gallons of water in any calendar year nor more than 8,000 gallons of water in any calendar month.
5. Notwithstanding the provisions of the previous paragraph, the parties understand and agree that CITY shall only be responsible to provide water of quality required by the CITY's permit from the Iowa Department of Natural Resources, and that the CITY shall not be liable for failure to supply a particular quantity of water provided that CITY is operating in good faith and is not intentionally treating APPLICANT differently than it is treating consumers within its corporate limits. CITY shall also not be liable for temporary disruption in water service caused by the necessity of repairing, replacing, or servicing water mains which service APPLICANT'S property. Note: In the Bel-air subdivision, the CITY shall not have any responsibility to repair or replace the water main unless and until the Bel-air distribution system has been conveyed to the CITY.
6. APPLICANT agrees that APPLICANT shall be solely responsible for constructing a service line to the nearest available CITY main and the hook up thereto, including the cost thereof, and it is specifically understood that CITY shall have no responsibility to extend its existing main so as to service APPLICANT'S property. Applicant shall be responsible for installing a stop cock (shutoff) on the waterline where it will be accessible to the CITY and for installing a water meter as set forth in paragraph 10. In addition to the actual cost of construction and hook up to the CITY main, APPLICANT shall pay a special hook up fee in the amount of \$1,500.00 to CITY and which fee must be paid prior to the installation of the service line.
7. APPLICANT further agrees that after the installation of the service line APPLICANT shall remain solely responsible for the maintenance of the service line and the cost thereof.
8. APPLICANT further agrees that all installation of service lines and the subsequent maintenance thereof shall be done by a licensed plumber and that no connections to the CITY'S main shall be made except upon specific authorization of the CITY and with appropriate supervision of CITY personnel.
9. The term of this Contract shall be for a period of **10** years commencing on the date of this agreement. During the term of the Contract, it cannot be terminated by either party, in the absence of a breach of the Contract by the opposite party, except upon the written consent of both the CITY and the APPLICANT. This contract shall automatically renew for a **10-year term** unless either party notifies the other party at least one year in advance of the termination of the contract that they desire to renegotiate the contract or terminate the contract.
10. To measure the quantity of water consumed, APPLICANT agrees to purchase a meter and a remote meter, of a size and model to be determined by CITY, from CITY at a cost of \$ 785.01. APPLICANT further agrees that the meters shall be installed at a location and in the manner required by CITY.
11. APPLICANT shall pay CITY for all water consumed at a rate equal to 150% of the rate charged to CITY'S residential or commercial consumers, as appropriate, payable monthly. The rate referred to herein shall be the rate or rates applicable under the provisions of Chapter III-5 of CITY'S municipal code and any subsequent amendments thereto. The 150% factor shall be applicable not only to the base rate set forth in III-5-1, but also to the premium rate set forth in III-5-7 as well as any other applicable surcharges subsequently adopted. If APPLICANT

should request that billings be sent to any person other than APPLICANT, such as a tenant, APPLICANT shall nevertheless be liable for all payments due from the third party if they should default.

12. APPLICANT agrees to be bound by all of the provisions of Chapter III-4 of the Storm Lake Municipal Code, as it now reads or may hereafter be amended, relating to the respective rights and responsibilities of water consumer within the City of Storm Lake to the extent not inconsistent with this Contract. APPLICANT also agrees to be bound by the provisions of Chapter III-5 of the Municipal Code of the City of Storm Lake relating to water conservation measures at any time that such conservation measures are activated for residents of CITY.

13. a. If at any time during the Contract the CITY should annex additional territory into CITY and which annexation is subsequently approved by the City Development Board of the State of Iowa, and if as the result of that annexation any boundary (or portion thereof) of the property described in Paragraph I is then contiguous with any portion of the boundary of the City limits of CITY, APPLICANT agrees to file a voluntary petition of annexation to the City of Storm Lake with respect to the property described in Paragraph I within 30 days after written notification by CITY of the earlier annexation that caused the contiguous boundaries.

b. APPLICANT also agrees that if, during the term of the Contract, CITY shall initiate a plan to involuntarily annex territory including the property described in Paragraph I, APPLICANT will not file nor permit to be filed on APPLICANT'S behalf any resistance to the plan of involuntary annexation.

c. To guarantee the effectiveness of the covenants contained in this paragraph, APPLICANT identifies the following person or persons who would have a dower interest in this property that are not otherwise parties to this Agreement, and by their signatures hereto, those persons with a dower interest hereby subordinate that dower interest and agree to be bound by the terms of this paragraph. APPLICANT further agrees to obtain a subordination agreement with respect to each lienholder having an interest in this property wherein that lienholder consents to the provisions of this paragraph and this Agreement shall not become effective until such subordination agreements have been received by CITY. Persons who would have a dower or spousal interest in this property are:

(insert the name of any spouse of an owner who is not himself or herself an owner)

Lienholder against this property as of this date is: Central Bank.

14. If APPLICANT should breach any of the provisions of this Agreement, CITY Shall be entitled to bring an action for specific performance or for damages, as appropriate, and as an alternative to an action for specific performance and as an additional remedy in connection with or independent of an action for damages, CITY may terminate the Contract. As an additional remedy with respect to a breach of the provisions of Paragraph 4, CITY shall be entitled to charge for the excess water consumed at a rate equal to 200% of the normal contract billing rate. As an additional remedy with respect to a breach of the water conservation provisions of Paragraph 12, CITY shall be entitled to charge at the rate of three cents (\$0.03) per gallon for

excess gallons consumed when water conservation is in effect.

15. This Agreement shall run with the land described in Paragraph 1 and shall be binding upon the heirs, successors, and assigns of each of the parties.

CITY OF STORM LAKE

By _____
Micheal Porsch, Mayor

Mayra A. Martinez, City Clerk

APPLICANT

(every person having an ownership interest must sign, as well as any spouse of an owner)

Inderjit Singh

Rupinder Kaur

STATE OF IOWA, COUNTY OF BUENA VISTA

This instrument was acknowledged before me on the _____ day of _____, 2022, by Michael Porsch and Mayra Martinez, as Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This instrument was acknowledged before me on the 11th day of November, 2022, by Inderjit Singh and Rupinder Kaur.

Notary Public in and for the State of Iowa

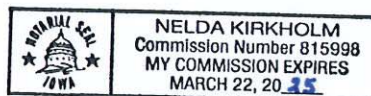


Exhibit A

LOT SIX (6), BLOCK ONE (1), SOUTH COVE ADDITION, BEING A PART OF THE
SOUTHEAST QUARTER (SE 1/4) OF SECTION SIXTEEN (16), TOWNSHIP NINETY (90),
RANGE THIRTY-SEVEN (37) IN BUENA VISTA COUNTY, IOWA.

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

**CITY OF STORM LAKE
CONTRACT FOR WATER SERVICE**

On this _____ day of _____, 20____, the following Agreement is reached between Inderjit Singh and Rupinder Kaur, husband and wife, hereinafter referred to as "APPLICANT" and the City of Storm Lake, Iowa, hereinafter referred to as "CITY".

Background

CITY is a municipal corporation of the State of Iowa, located in Buena Vista County. CITY operates a water plant and water distribution system and is authorized by its Ordinance III-4-6 to sell water to property owners located outside the city limits and not contiguous to those limits. APPLICANT desires to purchase water from CITY. The parties, therefore, agree that CITY will sell water to APPLICANT and APPLICANT will purchase water from CITY in accordance with the following terms and conditions.

Agreement

1. APPLICANT hereby requests water service to the following described premises:

Street Address: 143 South Cove Drive

Legal Description: See attached Exhibit "A," incorporated herein by reference.

APPLICANT hereby warrants that APPLICANT (individually or jointly, as appropriate) holds title in fee simple to the property described.

2. CITY hereby agrees to sell water to APPLICANT to service the residence or commercial property located upon the property based upon APPLICANT'S representation that the parcel described is the entire parcel of real estate owned by the APPLICANT which is contiguous to the site for which water service is sought.
3. The water to be purchased shall be for human consumption and household or commercial use only and shall not be used for livestock, poultry or other farming operations. In addition, APPLICANT agrees that APPLICANT will not resell the water provided by CITY to any other consumer.

4. The parties agree that APPLICANT shall not consume more than 96,000 gallons of water in any calendar year nor more than 8,000 gallons of water in any calendar month.
5. Notwithstanding the provisions of the previous paragraph, the parties understand and agree that CITY shall only be responsible to provide water of quality required by the CITY's permit from the Iowa Department of Natural Resources, and that the CITY shall not be liable for failure to supply a particular quantity of water provided that CITY is operating in good faith and is not intentionally treating APPLICANT differently than it is treating consumers within its corporate limits. CITY shall also not be liable for temporary disruption in water service caused by the necessity of repairing, replacing, or servicing water mains which service APPLICANT'S property. Note: In the Bel-air subdivision, the CITY shall not have any responsibility to repair or replace the water main unless and until the Bel-air distribution system has been conveyed to the CITY.
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7. APPLICANT further agrees that after the installation of the service line APPLICANT shall remain solely responsible for the maintenance of the service line and the cost thereof.
8. APPLICANT further agrees that all installation of service lines and the subsequent maintenance thereof shall be done by a licensed plumber and that no connections to the CITY'S main shall be made except upon specific authorization of the CITY and with appropriate supervision of CITY personnel.
9. The term of this Contract shall be for a period of **10** years commencing on the date of this agreement. During the term of the Contract, it cannot be terminated by either party, in the absence of a breach of the Contract by the opposite party, except upon the written consent of both the CITY and the APPLICANT. This contract shall automatically renew for a **10-year term** unless either party notifies the other party at least one year in advance of the termination of the contract that they desire to renegotiate the contract or terminate the contract.
10. To measure the quantity of water consumed, APPLICANT agrees to purchase a meter and a remote meter, of a size and model to be determined by CITY, from CITY at a cost of \$ 785.01. APPLICANT further agrees that the meters shall be installed at a location and in the manner required by CITY.
11. APPLICANT shall pay CITY for all water consumed at a rate equal to 150% of the rate charged to CITY'S residential or commercial consumers, as appropriate, payable monthly. The rate referred to herein shall be the rate or rates applicable under the provisions of Chapter III-5 of CITY'S municipal code and any subsequent amendments thereto. The 150% factor shall be applicable not only to the base rate set forth in III-5-1, but also to the premium rate set forth in III-5-7 as well as any other applicable surcharges subsequently adopted. If APPLICANT

should request that billings be sent to any person other than APPLICANT, such as a tenant, APPLICANT shall nevertheless be liable for all payments due from the third party if they should default.

12. APPLICANT agrees to be bound by all of the provisions of Chapter III-4 of the Storm Lake Municipal Code, as it now reads or may hereafter be amended, relating to the respective rights and responsibilities of water consumer within the City of Storm Lake to the extent not inconsistent with this Contract. APPLICANT also agrees to be bound by the provisions of Chapter III-5 of the Municipal Code of the City of Storm Lake relating to water conservation measures at any time that such conservation measures are activated for residents of CITY.
13.
 - a. If at any time during the Contract the CITY should annex additional territory into CITY and which annexation is subsequently approved by the City Development Board of the State of Iowa, and if as the result of that annexation any boundary (or portion thereof) of the property described in Paragraph 1 is then contiguous with any portion of the boundary of the City limits of CITY, APPLICANT agrees to file a voluntary petition of annexation to the City of Storm Lake with respect to the property described in Paragraph 1 within 30 days after written notification by CITY of the earlier annexation that caused the contiguous boundaries.
 - b. APPLICANT also agrees that if, during the term of the Contract, CITY shall initiate a plan to involuntarily annex territory including the property described in Paragraph 1, APPLICANT will not file nor permit to be filed on APPLICANT'S behalf any resistance to the plan of involuntary annexation.
 - c. To guarantee the effectiveness of the covenants contained in this paragraph, APPLICANT identifies the following person or persons who would have a dower interest in this property that are not otherwise parties to this Agreement, and by their signatures hereto, those persons with a dower interest hereby subordinate that dower interest and agree to be bound by the terms of this paragraph. APPLICANT further agrees to obtain a subordination agreement with respect to each lienholder having an interest in this property wherein that lienholder consents to the provisions of this paragraph and this Agreement shall not become effective until such subordination agreements have been received by CITY. Persons who would have a dower or spousal interest in this property are:

(insert the name of any spouse of an owner who is not himself or herself an owner)

Lienholder against this property as of this date is:

14. If APPLICANT should breach any of the provisions of this Agreement, CITY Shall be entitled to bring an action for specific performance or for damages, as appropriate, and as an alternative to an action for specific performance and as an additional remedy in connection with or independent of an action for damages, CITY may terminate the Contract. As an additional remedy with respect to a breach of the provisions of Paragraph 4, CITY shall be entitled to charge for the excess water consumed at a rate equal to 200% of the normal contract billing rate. As an additional remedy with respect to a breach of the water conservation provisions of Paragraph 12, CITY shall be entitled to charge at the rate of three cents (\$0.03) per gallon for

excess gallons consumed when water conservation is in effect.

15. This Agreement shall run with the land described in Paragraph 1 and shall be binding upon the heirs, successors, and assigns of each of the parties.

CITY OF STORM LAKE

By _____
Micheal Porsch, Mayor

Mayra A. Martinez, City Clerk

APPLICANT

(every person having an ownership interest must sign, as well as any spouse of an owner)

Inderjit Singh

Rupinder Kaur

STATE OF IOWA, COUNTY OF BUENA VISTA

This instrument was acknowledged before me on the _____ day of _____, 2022, by Michael Porsch and Mayra Martinez, as Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This instrument was acknowledged before me on the 11th day of November, 2022, by Inderjit Singh and Rupinder Kaur.

Notary Public in and for the State of Iowa

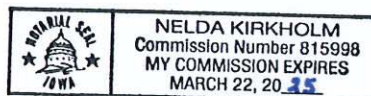


Exhibit A

LOT SIX (6), BLOCK ONE (1), SOUTH COVE ADDITION, BEING A PART OF THE
SOUTHEAST QUARTER (SE 1/4) OF SECTION SIXTEEN (16), TOWNSHIP NINETY (90),
RANGE THIRTY-SEVEN (37) IN BUENA VISTA COUNTY, IOWA.

Staff Summary

11/14/2022

Agenda Item # D.2.



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

REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez City Clerk

SUBJECT: **Motion To Approve The Agreement With Central Bank for 143 South Cove Drive**

BACKGROUND: City Ordinance allows to sell water to property owners located outside City Limits and not contiguous to those limits. Property has called for this special council meeting to request water service for the their property located at 143 South Cove drive. Owner is responsible of contracting a licensed plumber to install water lines and water meter from the watermain to the house. City would verify proper connections and installation to the water main and meter. Contract applies limitations to the water usage.

As the mortgage holder of property 143 South Cove Drive, Central Bank must consent to the terms and conditions of paragraph 13 of the contract for water service.

FISCAL IMPACT: N/A

RECOMMENDATION: Motion to approve the agreement with Central Bank for 143 South Cove Drive.

ATTACHMENTS:
[Central Bank Contract](#)

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

AGREEMENT

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

Background

Central Bank holds a mortgage on real estate owned by Indrijit Singh and Rupinder Kaur, husband and wife, (the “Applicant”) and legally described as:

LOT SIX (6), BLOCK ONE (1), SOUTH COVE ADDITION, BEING A PART
OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION SIXTEEN (16),
TOWNSHIP NINETY (90), RANGE THIRTY-SEVEN (37) IN BUENA VISTA
COUNTY, IOWA

(the “Real Estate”). The mortgage is recorded as Document No. 191152 in the office of the Buena Vista County, Iowa Recorder.

The Applicant applied to the City for water service, although the Real Estate is outside the City limits. The City required the Applicant to enter into a City of Storm Lake Contract for Water Service (the “Contract”), a copy of which is attached as Exhibit A. Paragraph 13 of the Contract requires holders of liens on the Real Estate to consent to the provisions of such Paragraph, which relate to the annexation of the Real Estate into the City of Storm Lake under certain circumstances, as a condition for the Applicant to receive water service from the City. Central Bank desires for the Applicant to secure water service from the City and is willing to consent to such provisions.

Terms of Agreement

In consideration of the mutual promises and agreements herein, Central Bank and the City agree as follows:

1. The City shall provide water service to the Real Estate pursuant to the terms and conditions of the Contract.
2. Central Bank consents to the terms and conditions of Paragraph 13 of the Contract, including its subparagraphs a, b, and c, and agrees to be bound by such terms and conditions.

CENTRAL BANK

CITY OF STORM LAKE, IOWA

By: _____
Name: _____
Office: _____

By: _____
Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2022,
by Michael Porsch and Mayra Martinez, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____,
2022, by _____, as _____ of Central
Bank.

Notary Public in and for the State of Iowa

Exhibit A

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

CITY OF STORM LAKE CONTRACT FOR WATER SERVICE

On this _____ day of _____, 20____, the following Agreement is reached between Inderjit Singh and Rupinder Kaur, husband and wife, hereinafter referred to as "APPLICANT" and the City of Storm Lake, Iowa, hereinafter referred to as "CITY".

Background

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3. The water to be purchased shall be for human consumption and household or commercial use only and shall not be used for livestock, poultry or other farming operations. In addition, APPLICANT agrees that APPLICANT will not resell the water provided by CITY to any other consumer.

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should request that billings be sent to any person other than APPLICANT, such as a tenant, APPLICANT shall nevertheless be liable for all payments due from the third party if they should default.

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13.
 - a. If at any time during the Contract the CITY should annex additional territory into CITY and which annexation is subsequently approved by the City Development Board of the State of Iowa, and if as the result of that annexation any boundary (or portion thereof) of the property described in Paragraph 1 is then contiguous with any portion of the boundary of the City limits of CITY, APPLICANT agrees to file a voluntary petition of annexation to the City of Storm Lake with respect to the property described in Paragraph 1 within 30 days after written notification by CITY of the earlier annexation that caused the contiguous boundaries.
 - b. APPLICANT also agrees that if, during the term of the Contract, CITY shall initiate a plan to involuntarily annex territory including the property described in Paragraph 1, APPLICANT will not file nor permit to be filed on APPLICANT'S behalf any resistance to the plan of involuntary annexation.
 - c. To guarantee the effectiveness of the covenants contained in this paragraph, APPLICANT identifies the following person or persons who would have a dower interest in this property that are not otherwise parties to this Agreement, and by their signatures hereto, those persons with a dower interest hereby subordinate that dower interest and agree to be bound by the terms of this paragraph. APPLICANT further agrees to obtain a subordination agreement with respect to each lienholder having an interest in this property wherein that lienholder consents to the provisions of this paragraph and this Agreement shall not become effective until such subordination agreements have been received by CITY. Persons who would have a dower or spousal interest in this property are:

(insert the name of any spouse of an owner who is not himself or herself an owner)

Lienholder against this property as of this date is: Central Bank.

14. If APPLICANT should breach any of the provisions of this Agreement, CITY Shall be entitled to bring an action for specific performance or for damages, as appropriate, and as an alternative to an action for specific performance and as an additional remedy in connection with or independent of an action for damages, CITY may terminate the Contract. As an additional remedy with respect to a breach of the provisions of Paragraph 4, CITY shall be entitled to charge for the excess water consumed at a rate equal to 200% of the normal contract billing rate. As an additional remedy with respect to a breach of the water conservation provisions of Paragraph 12, CITY shall be entitled to charge at the rate of three cents (\$0.03) per gallon for

excess gallons consumed when water conservation is in effect.

15. This Agreement shall run with the land described in Paragraph 1 and shall be binding upon the heirs, successors, and assigns of each of the parties.

CITY OF STORM LAKE

By _____
Micheal Porsch, Mayor

Mayra A. Martinez, City Clerk

APPLICANT

(every person having an ownership interest must sign, as well as any spouse of an owner)

Inderjit Singh

Rupinder Kaur

STATE OF IOWA, COUNTY OF BUENA VISTA

This instrument was acknowledged before me on the _____ day of _____, 2022, by Michael Porsch and Mayra Martinez, as Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This instrument was acknowledged before me on the _____ day of _____, 2022, by Inderjit Singh and Rupinder Kaur.

Notary Public in and for the State of Iowa

Exhibit A

LOT SIX (6), BLOCK ONE (1), SOUTH COVE ADDITION, BEING A PART OF THE
SOUTHEAST QUARTER (SE 1/4) OF SECTION SIXTEEN (16), TOWNSHIP NINETY (90),
RANGE THIRTY-SEVEN (37) IN BUENA VISTA COUNTY, IOWA.