

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JUNE 7, 2021
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>

- A. Pledge of Allegiance
- B. Consideration of Changes in Agenda and Setting the Agenda
- C. Disclosure by City Council Members
- 1. Hear the Public
- 2. Consent Agenda
 - A. Approve Consent Agenda
 - B. Buy Local Information
 - C. Utility Billing Uncollectible Account Write-Off
 - D. Motion Approving Agreements With Storm Lake Cab & RIDES For Transit Services
 - E. Bike For Sight Noise Variance Request
 - F. United Methodist Church Noise Variance Request
 - G. Acknowledging Civil Service Fire Chief Eligibility List
 - H. SLPD City Code Enforcement Summary
- 3. Motion to Approve Primary Tow Service Agreement for the Storm Lake Police Department with Storm Lake Towing
- 4. Motion Considering Selection of Bolton & Menk for Professional Services of the 2021 Additional Cabin(s) Construction
- 5. Resolution No. 82-R-2020-2021 Approve Change Order No. 1 for the Memorial Lift Station

Project.

6. **Resolution No. 83-R-2020-2021 Approving Change Order No. 4 for the 4th & Barton Storm Water Project**
7. **Public Hearing On The Authorization Of A Loan Agreement And The Issuance Of Notes To Evidence The Obligation Of The City Thereunder And Resolution No. 84-R-2020-2021 Instituting Proceedings To Take Additional Action**
8. **Motion to Approve Contract Extension for Audit Services with Winther Stave & Co. LLP**
9. **Resolution No. 85-R-2020-2021 Approving And Authorizing A Form Of Loan And Disbursement Agreement By And Between The City Of Storm Lake, Iowa, And The Iowa Finance Authority, And Authorizing And Providing For The Issuance And Securing The Payment Of \$1,608,000 General Obligation Capital Loan Notes, Series 2021C, And Providing For A Method Of Payment Of Said Notes; Approval Of The Tax Exemption Certificate.**
10. **Resolution No. 86-R-2020-2021 Supporting Workforce Housing Tax Incentive Program**
11. **Resolution No. 87-R-2020-2021 Setting Dates Of A Consultation And A Public Hearing On A Proposed Amendment No. 8 To The Storm Lake Industrial Park Urban Renewal Plan In The City Of Storm Lake, State Of Iowa**
12. **Resolution No. 88-R-2020-2021 Approving Final Completion, Change Order No. 1, and Final Payment of the Michigan Street Parking Lot Project**
13. **Motion Approving Agreement with Bolton & Menk for Professional Services for Completion of a Dredge Site Feasibility Study**
14. **Motion To Approve Agreement with Beck Engineering for Professional Services for Storm Water Engineering**
15. **Work Session- King's Pointe Update**
16. **City Council Requested Items**
17. **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

6/7/2021

Agenda Item # B.



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

FROM:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

6/7/2021

Agenda Item # C.



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

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

6/7/2021

Agenda Item # A.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the May 17, 2021 City Council Minutes
- Approve Renewal Liquor License for Casey's #3030, LaJuanitas, Valentina's, Poor Red's and Grand Central (East)
- Approve Renewal Cigarette Permits for Fareway Store #461, Walmart #1526, Walgreens #1330, BW Gas dba Yesway #1169, Murphy USA #6923, Al Liquor, Brew #8 - Midtown, Brew Oil #33, Dollar General #1047, Hy-Vee Inc, Casey's #3679, Casey's #3030
- Approve Utility Billing Uncollectible Account Write-Off (see staff summary)
- Approve Agreements with Storm Lake Cab & RIDES for Transit Services (see staff summary)
- Approve the Bike For Sight Event Noise Variance Request (see staff summary)
- Approve United Methodist Church Noise Variance Request (see staff summary)
- Acknowledge Civil Service Fire Chief Eligibility List (see staff summary)
- Approve the SLPD Code Enforcement Summary (see staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - - \$1,916,826.84
- King's Pointe & Sunrise Pointe Golf Course Bills: \$229,955.40

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ Minutes - May 17, 2021	Minutes
☐ List of Bills	List of Bills
☐ Al's Liquor Cigarette Application 2021	Application
☐ Brew #8 - Midtown Cigarette Application 2021	Application
☐ Brew Oil #33 Cigarette Application 2021	Application
☐ BW Gas dba Yesway #1169 Cigarette Application 2021	Application
☐ Casey Store #3679 Cigarette Application 2021	Application
☐ Casey Store #3030 Cigarette Application 2021	Application
☐ Dollar General Store #1047 Cigarette Application 2020	Application
☐ Fareway Store #461 Cigarette Application 2021	Application
☐ Hy-Vee Inc Cigarette Application #2021	Application
☐ Murphy USA #923 Cigarette Application 2021	Application
☐ Walgreen's #11330 Cigarette Application	Application
☐ Walmart Inc #1526 Cigarette Application 2021	Application

CITY OF STORM LAKE, REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS MAY 17, 2021, 5:00 PM

Present: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice, Dan Smith, Kevin McKinney, and Maria Ramos (via phone). Absent: None

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Police Chief Chris Cole, Fire Chief Mike Jones, Water Quality Code Compliance Director Scott Olesen, Library Director Elizabeth Huff, Public Services Supervisor Scott Bonebrake, Finance Director Brian Oakleaf, and City Clerk Mayra Martinez. Deputy City Clerk Nelda Kirkholm, and Staff Accountant Tyler Gibbins.

Media Present: Tom Cullen – The Times, Dana Larsen – Pilot Tribune and Ryan Thompson – KAYL Radio (via Phone)

Due to technical issues Mayor Porsch called the Regular Council Meeting to order at 5:05 pm.

Pledge of Allegiance

Agenda - Moved by Council Member Ibarra to approve setting the agenda. Seconded by Council Member Smith. Vote: All ayes. Motion carried.

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

Hear the Public – No comments from the Public. Mayor Porsch announced that Storm Lake Proud Week would be May 14th, 2021 through May 22nd, 2021. The Citywide Cleanup was May 14th, 15th and 16th and the Public Work's site was open for Storm Lake residents to drop off old and unused items. Mayor Porsch thanked all of the City Employees for their work over the weekend as everything went well. On Saturday, the Kiwanis group and City employees installed new playground equipment at the new Kiwanis Playground on the corner of 4th Street and Russell Street. Mayor Porsch thanked all those individuals for their help and said the playground looks great. Mayor Porsch also informed the public that there are other events and clean up areas for the remaining days of the week that the public can attend and volunteer their help. Final Clean Up day is Saturday, May 22d at Sunset Park from 9:00 am to 12:00 pm with a free concert to follow at 1:00 pm. Also, a mural will be painted on the west wall of the maintenance building at Chautauqua Park.

Consent Agenda - Moved by Council Member Smith to approve the Consent Agenda which includes list of bills Check #'s 76804 through 76861, EFT #'s 1944 through 1984, DFT #'s 1150 and 1163, King's Pointe and Sunrise Pointe disbursements, May 03, 2021 City Council minutes, the Library and Airport April 2021 minutes, approve renewal liquor licenses for Hy-Vee and Walgreens, approve application for Tax Abatement for 316 Cayuga Street, approve Resolution No. 78-R-2020-2021 approving certificate of appointment of representative Chris Chambers to the Housing Authority of the City of Storm Lake, Iowa, approve Frank Starr rental for the Storm Lake Association's soccer tournaments, St. Marks Noise variance request, the SLHS graduation noise variance request, requests from Storm Lake United for the 2021 events, requests for the 2021 Star Spangled Spectacular events (July 3rd and July 4th), approve changing the Regular City Council meeting from Monday July 5th, 2021 to Tuesday, July 6, 2021, and SLPD City Code Enforcement summary. Seconded by Council Member McKinney. Vote: All ayes. Motion carried.

RESOLUTION NO. 78-R-2020-2021

CERTIFICATE OF APPOINTMENT OF CITY REPRESENTATIVE TO NORTHWEST IOWA REGIONAL HOUSING AUTHORITY

WHEREAS, The City of Storm Lake, Iowa, has previously adopted a Resolution Declaring the Need for a Housing Authority in the City of Storm Lake, Iowa;

WHEREAS, The City of Storm Lake, Iowa, has signed the Joint Exercise of Powers Agreement for the purpose of Creating a Multi -County Housing Authority, and;

WHEREAS, the City of Storm Lake, Iowa's representative's term has expired as the City's representative on the governing body of the Northwest Iowa Regional Housing Authority.

NOW, THEREFORE, PURSUANT TO THE PROVISION OF Chapter 28E, Code of Iowa. and by virtue of our office as City Council. we hereby appoint Chris Chambers for a term of 3 year(s) beginning on the 17th day of May, 2021.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the City of Storm Lake, Iowa and caused the official corporate seal of said City of Storm Lake, Iowa to be attached hereto this 17th day of May, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Rental Registrations - Moved by Council Member McKinney to adopt Resolution No. 79-R-2020-2021 setting fees for Rental Registrations. Seconded by Council Member Smith. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 79-R-2020-2021

RESOLUTION SETTING FINES AND FEES

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

<u>Administration</u>	<u>Fee</u>	<u>Code Section</u>
Administrative Fee	\$30.00	
City Code Subscription (yearly)	\$50.00	
Garbage Truck Permits (per business)	\$100.00	3-1-5
Insufficient Check Fee	\$30.00	
New Friends List	\$10.00	
Peddlers Transient Merchant Permit (1 Day)	\$25.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Peddlers Transient Merchant Permit (1 Week)	\$75.00	4-3-6

Investigation Fee	\$25.00	4-3-4
Transient Merchant Permit (28 days)	\$150.00	
Investigation Fee	\$25.00	
Solicitors Permit (per person)	\$2.00	4-3-6
Solicitors Permit (principal) (1 day)	\$25.00	4-3-6
Investigation Fee (per organization)	\$25.00	4-3-4
Investigation Fee (per Individual soliciting)		\$5.00
Solicitors Permit (principal) (1 week)	\$75.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Investigation Fee (per Individual soliciting)		\$5.00
Solicitors Permit (principal) (28 days)	\$150.00	
Investigation fee (per organization)	\$25.00	
Investigation Fee (per Individual soliciting)		\$5.00
Taxi Permit (Business)	\$100.00	4-5-3
Taxi Permit (per vehicle)	\$10.00	4-5-3
Cancel Permit Fee	\$25.00	
Freedom of Information Requests (FOIA Request)		
Single Sided Copy 8.5x11	\$.30/page	
Duplex copy 8.5x11	\$.40/page	
Single Sided Legal	\$.35/page	
Duplex Legal copy	\$.45/page	
Single Sided Ledger (11x17)	\$.70/page	
Single Sided Ledger with Color Print	\$.90/page	
Duplex Ledger (11x17)	\$.80/page	
Duplex Ledger with Color Print	\$1.00/page	
Large Format Prints (one side only and in color)	\$8.00/page	
CD Cost (for requests that ask for the files digitally on a CD)	\$10.00	
Research Hourly Rate – per hour/per person		\$25.00
Mailing Costs – 3 pages	\$1.00	
Mailing Costs – 50 pages	\$5.00	
Mailing Costs – 100 pages	\$10.00	
Special City Council Meeting	\$250.00	
Downtown Parking Space Rental Fees (specific lots)		
Per quarter (paid quarterly)	\$75.00	
Per six months (paid bi-annually)	\$112.50	
Annually (paid annually)	\$150.00	

Airport Hangar Rent (monthly fees)

Hangar A	\$75.00
12 Month Lease Discount Rate	\$65.00
Hangar B	\$75.00
12 Month Lease Discount Rate	\$65.00
Hangar C (VT)	\$400.00
Hangar D	\$92.00
12 Month Lease Discount Rate	\$80.00
Hangar E	\$110.00
12 Month Lease Discount Rate	\$95.00
Hangar F	\$156.00

12 Month Lease Discount Rate	\$135.00
FBO Stall	\$173.00
12 Month Lease Discount Rate	\$150.00
Daily Inside Storage/per night	\$30.00

Building Official

Central Business District Bench & Flower Pot Permit	\$25.00		
Driveway (Curb) Cut, Inspection & Marking Residential	\$150.00		
Driveway (Curb) Cut, Inspection & Marking Commercial	\$200.00		
ROW Temp Closure Permit	\$25.00		
Building Moving Permit (Per Bldg)	\$100.00	5-1-1	
Demolition Permit	\$50.00		
Pool Inspection	\$20.00	8-8-11	
Re-inspection Fee (after 1 per inspection)	\$35.00		
No Show Fee (per event)	\$50.00		
Rental Registration Fee – Yearly (July 1st – June 30th)			
Base Registration Fee (Structure and 1 unit)	\$15.00	\$10.00	5-8-9
Additional unit in excess of 1 (per unit)	\$7.00	\$5.00	5-8-9
Late Registration Fee - Per Landlord License		\$50.00	5-8-9
Additional unit in excess of 1 (up to 6 units)	\$50.00		
Property Maintenance Ordinance Appeal	\$150.00	Zoning Ord.	
Variance Request	\$150.00	Zoning Ord.	
Zoning Request	\$200.00	Zoning Ord.	
Conditional Use	\$300.00	Zoning Ord.	
Sub-Division Application Fee	\$300.00		
Sidewalk Repair Permit Fee	\$0		
New Construction Incentive			
Single Family Attached and Single Family Detached Dwelling	\$1.00		
(only valid from March 2, 2020 to December 31, 2020 with Council approval)			

Building & Sign Permit Fees

Building & Sign Permit <\$1,200	\$22.02	5-2-2
Building & Sign Permit \$1,200-2,000		5-2-2
\$22.02 + \$2.88 for each additional \$100.00 over \$1,200		
Building & Sign Permit \$2,001-25,000		5-2-2
\$45.06+ \$9.16 for each additional \$1,000.00 over \$2,000		
Building & Sign Permit \$25,001-50,000		5-2-2
\$255.74 + \$6.22 for each additional \$1,000.00 over \$25,000		
Building & Sign Permit \$50,001-100,000		5-2-2
\$411.24+ \$4.15 for each additional \$1,000.00 over \$50,000		
Building & Sign Permit \$100,001 or more		5-2-2
\$618.74+ \$3.61 for each additional \$1,000.00 over \$100,000		
Portable Sign Permit (14 days)	\$30.00	Zoning Ord.

Electrical Fees

For New Residences	5-4-9
Single Dwelling	\$38.00
Duplex Dwelling	\$56.75
Triplex Dwelling	\$75.50
4-Plex Dwelling	\$113.00
Multi Units Between 5 and 12	\$156.75
Over 12 Units	\$156.75 plus \$38.00 each over 12
For New Commercial or Industrial Buildings	
First \$5,000.00 at \$8.00 per/\$1,000.00 of cost	
Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost	
Thirld \$5,000.00 at \$5.50 per/\$1,000.00 of cost	
Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost	
Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost	
All over \$25,000.00 at \$1.50 per/\$1,000.00 of cost	

For Rewiring, Repairs or Alterations on Residence, Commercial and Industrial Buildings

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

Plumbing Fees

For New Residences	5-3-10
Single Dwelling	\$38.00
Duplex Dwelling	\$56.75
Triplex Dwelling	\$75.50
4-Plex Dwelling	\$113.00
Multi Units Between 5 and 12	\$156.75
Over 12 Units	\$156.75 plus \$38.00 each over 12
For New Commercial or Industrial Buildings	
First \$5,000.00 at \$8.00 per/\$1,000.00 of cost	
Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost	
Thirld \$5,000.00 at \$5.50 per/\$1,000.00 of cost	
Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost	
Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost	
All over \$25,000.00 at \$1.75 per/\$1,000.00 of cost	

For Repairs or Alterations on Residence, Commercial and Industrial Buildings

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

Campground

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

Fire Department

False Alarm Fee (after 1)	\$150.00	4-7-16
Liquor License Inspection Fee	\$50.00	
Fireworks Display (Mortar sizes from 1-3 inches)	\$150.00	
Fireworks Display (Mortar size larger than 3 inches)	\$250.00	
Emergency Response and/or Cleanup of Material (per hour)		
Large Fire Apparatus	\$150.00	
Fire Commander Vehicle	\$75.00	

Golf Course

Single Season Pass	\$325.00	
Family Season Pass - Family: Two or more persons (one of whom is the householder) related by birth, marriage, or adoption, living together and sharing common living, sleeping, cooking, and eating facilities within and individual housing unit as defined by the Storm Lake Zoning Code.)	\$600.00	
Junior Season Pass (17 and Under)	\$50.00	
Electric Cart Storage	\$300.00	
Gas Cart Storage	\$285.00	
Locker Rent/yr	\$20.00	
Golf Club Rental	\$10.00	
Trail Fee (per day)	\$10.00	
Pull Cart Rental	\$3.00	
Pull Cart (year)	\$65.00	
Trail Fee (year)	\$170.00	
10 Round Punch Card	\$125.00	
Discount Tickets – per 9 holes (sold in advance with minimum quantity of 50)	\$10.00	
Weekday 9 Holes	\$15.00	
Weekday 18 Holes	\$20.00	
Weekend 9 Holes	\$20.00	
Weekend 18 Holes	\$25.00	
Cart Rental 9 Holes	\$15.00	
Cart Rental 18 Holes	\$25.00	
Yearly Cart Rental	\$325.00	
Hall Rental	250	
Hall Rental - Friday Setup Fee (Valid only after 5:00 pm Friday with following Sat. rental)	\$100.00	
Hall Rental (weekday 4hrs or less)	\$100.00	
Group Golf Rates	As Set by the Following Table	

# Rounds per Event	9 Holes	18 Holes
0-25	Regular Rate / Round	Regular Rate / Round
26-50	\$12.00 / Round	\$15.00 / Round
51-99	\$9.00 / Round	\$10.00 / Round
100+	\$8.00 / Round	\$9.00 / Round

Police

Administrative Fee	\$30.00		
Alarm Business Permit Application	\$75.00	4-7-6	
Alarm Business Permit Renewal	\$75.00	4-7-9	
False Alarm Equip Malfunction (after 3)	\$75.00	4-7-16	
False Alarm	\$75.00	4-7-16	
Building Escorts (per car)	\$75.00	5-1-3	
Cat License – Not Neutered/Spayed (per year)		\$20.00	8-4-2
Neutered/Spayed (per year)	\$10.00		

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

King's Pointe Outdoor Aquatic Center

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

Roadway Maintenance

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

Sewer

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

Shelter House

Rental Fee - Mon. – Thurs., per side	\$55.00		
Rental Fee - Fri., Sat., & Sun., per side	\$80.00		
Damage Deposit – per side	\$100.00		
AWAYSIS Pavilions – per time slot (3 times available)	\$25.00		
Frank Starr Park Open Shelter – per time slot (2 times available)	\$50.00		
Campground Open Shelter – per time slot (2 time slots available)	\$50.00		
AWAYSIS Great Lawn – per day	\$200.00		

Band Shell – per day \$25.00

Water

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

PASSED AND APPROVED this 19th day of April, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Sunrise Pointe Golf Course Update – Tyler Gibbins gave an update on the golf course and upcoming events at the golf course.

Airport Runway/Taxiway Lights - Moved by Council Member Ibarra to approve the donation of Airport Runway/taxiway lights to the City of Eldora. Seconded by Council Member McKinney. Vote: All ayes. Motion carried.

IDALS Storm Lake Community School District Courtyard Project - Moved by Council Member Smith to approve Amendment No. 1 with the Iowa Department of Agriculture and Land Stewardship (IDALs) Urban Conservation Water Quality Initiative project – Storm Lake Community School District Courtyard project. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Loan and Disbursement Agreement Not To Exceed \$1,700,000 GO CLN - Moved by Council Member Ibarra to adopt Resolution No. 80-R-2020-20521 fixing date for a meeting on the authorization of a loan and disbursement agreement and the issuance of not to exceed \$1,700,000 GO CLN of the City of Storm Lake, Iowa and providing for publication of notice thereof. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 80-R-2020-2021

**RESOLUTION FIXING DATE FOR A MEETING ON THE
AUTHORIZATION OF A LOAN AND DISBURSEMENT
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$1,700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES**

**OF THE CITY OF STORM LAKE, IOWA, AND PROVIDING
FOR PUBLICATION OF NOTICE THEREOF**

WHEREAS, it is deemed necessary and advisable that the City of Storm Lake, Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of General Obligation Capital Loan Notes to the amount of not to exceed \$1,700,000, as authorized by Sections 384.24A and 384.25, Code of Iowa, as amended, for the purpose of providing funds to pay costs of carrying out an essential corporate purpose project as hereinafter described; and

WHEREAS, the Loan and Disbursement Agreement and Notes shall be payable from the Debt Service Fund; and

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

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

Section 1. That this Council meet in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, City of Storm Lake, Iowa, at 5:00 o'clock P.M., on the 7th day of June, 2021, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$1,700,000 General Obligation Capital Loan Notes to evidence the obligations of the City thereunder for an essential corporate purpose of the City, the proceeds of which will be used to pay costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including for the Memorial Lift Station Improvement Plan project.

Section 2. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan and Disbursement Agreement and the issuance of General Obligation Capital Loan Notes evidencing the City's obligations to a principal amount of not to exceed \$1,700,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 3. That the 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 clear days nor more than twenty days before the date of said public meeting on the issuance of said Notes.

Section 4. The notice of the proposed action shall be in substantially the following form:

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF
STORM LAKE, IOWA, ON THE MATTER OF THE PROPOSED
AUTHORIZATION OF A LOAN AND DISBURSEMENT

AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$1,700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES FOR
AN ESSENTIAL CORPORATE PURPOSE AND THE PUBLIC
HEARING ON THE AUTHORIZATION AND ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Storm Lake, Iowa, will hold a public hearing on the 7th day of June, 2021, at 5 o'clock P.M., in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, City of Storm Lake, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$1,700,000 General Obligation Capital Loan Notes for an essential corporate purpose of the City, in order to pay costs of the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including for the Memorial Lift Station Improvement Plan project. Principal and interest on the proposed Loan and Disbursement Agreement will be payable from the Debt Service Fund.

Due to public health concerns related to COVID-19, the public may access the meeting in person or electronically, pursuant to Iowa Code Section 21.8, as follows:

Telephone:
(312) 626-6799
Access Code: 933-2006-3301

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

This Notice is given by order of the City Council of the City of Storm Lake Council, Iowa, as provided by Sections 384.24A and 384.25 of the Code of Iowa, as amended.

Dated this 17th day of May, 2021.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

PASSED AND APPROVED this 17th day of May, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Storm Lake Police Department Teamsters Local #554 - Moved by Council Member Rice to adopt Resolution No. 81-R-2020-2021 approving contract with the Storm Lake Police Department Teamsters Local #554. Seconded by Council Member Ibarra. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 81-R-2020-2021

**APPROVING COLLECTIVE BARGAINING AGREEMENT BETWEEN STORM LAKE
POLICE DEPARTMENT AND THE CITY OF STORM LAKE**

WHEREAS, the current collective bargaining agreement between the City of Storm Lake and the Storm Lake Police Department will expire June, 30, 2021; and,

WHEREAS, it was necessary to negotiate a new collective bargaining agreement between the City of Storm Lake and the Storm Lake Police Department; and,

WHEREAS, in accordance with Chapter 20 of the Iowa Code the City of Storm Lake, represented by the Police Negotiations Committee and the Police Department represented by Storm Lake Police Officers Bargaining Unit discussed employment issues and negotiated a new collective bargaining agreement; and,

WHEREAS, the City of Storm Lake and the Storm Lake Police Officers have negotiated a new Collective Bargaining Agreement to be effective July 1, 2021 through June 30, 2023; and,

WHEREAS, the City Council has determined it appropriate to approve execution of the Collective Bargaining Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Storm Lake, Iowa, hereby authorizes the Mayor of the City of Storm Lake, Iowa, and the Storm Lake Police Negotiation Committee to sign and execute the aforementioned Collective Bargaining Agreement

PASSED AND APPROVED this 17th day of May, 2021, by the Storm Lake City Council.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

King's Pointe Lighthouse Snack Shack - Moved by Council Member Ibarra to approve an agreement for concessionaire services for King's Pointe Lighthouse Snack Shack. Seconded by Council Member Smith. Vote: All ayes. Motion carried.

Storm Water Engineering - Moved by Council Member Rice to approve considering selection of Beck Engineering for Professional Services for Storm Water Engineering. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Dredge Site Feasibility Study - Moved by Council Member Rice to approve considering selection of Bolton & Menk for Professional Services for completion of a Dredge Site feasibility study. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

City Council Requested Items – Council Member McKinney noted that assurances need to be made that the Chambers sound system will work properly and consistently.

Adjourn - Moved by Council Member McKinney to adjourn at 5:37 PM. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



Storm Lake, IA

Buy Local_v1

Payment Date Range: 05/20/2021 - 06/09/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
Buena Vista County Solid Waste	BVC	City Wide Cleanup Services	\$ 3,235.00
Essential Ellison LLC	BVC	Annual Fire Extinguisher Inspection	\$ 731.17
Control System Specialists, LLC	BVC	Backflow Prevention Tests	\$ 596.00
Buena Vista County Solid Waste	BVC	City Wide Cleanup Services	\$ 580.00
Mike's Electronics Inc	BVC	Terminal Blocks	\$ 454.30
Buena Vista County Solid Waste	BVC	City Wide Cleanup- Tires	\$ 312.50
Essential Ellison LLC	BVC	Annual Fire Extinguisher Service	\$ 265.32
Mike's Electronics Inc	BVC	Muffin Monster Service	\$ 475.22
Buena Vista County Solid Waste	BVC	City Wide Cleanup Services	\$ 356.95
Mike's Electronics Inc	BVC	Casino LS Service	\$ 340.00
Buena Vista County Solid Waste	BVC	City Wide Cleanup Services	\$ 618.70
Mike's Electronics Inc	BVC	IPS LS Service	\$ 258.48
Buena Vista County Solid Waste	BVC	City Wide Cleanup Services	\$ 557.70
Mike's Electronics Inc	BVC	Well 20 Service	\$ 95.00
Buena Vista County Solid Waste	BVC	City Wide Cleanup Services	\$ 210.01
Buena Vista County Attorney	BVC	Forfeiture (21-000033)	\$ 49.50
Buena Vista County Solid Waste	BVC	City Wide Cleanup Services	\$ 73.25
BVC Total			9,209.10
Gridor Construction Inc	Contract/Agreement	Pay #1 of the Memorial LS Improvements	\$ 466,480.40
Hulstein Excavating Inc	Contract/Agreement	Pay Request #2 of Oneida Street Recon	\$ 367,557.35
Christiansen Commercial Contracting, Ir	Contract/Agreement	Pay Request #1 of Radio Park LS	\$ 143,735.00
Storm Lake Development Group, LLC	Contract/Agreement	FY2021 TIF Rebate	\$ 34,063.37
Smith Concrete Service Inc	Contract/Agreement	Pay #3 (Final) Michigan Street Parking Lot	\$ 14,266.80
Kevin L Gilman	Contract/Agreement	Pay #1 Porter Project	\$ 11,400.00
Storm Lake Affordable Partners, LLC	Contract/Agreement	FY2021 TIF Rebate	\$ 10,320.00
Power Solutions, Inc	Contract/Agreement	Pay #5 of MCC Control	\$ 7,908.36
Hydro-Klean, LLC	Contract/Agreement	Pay #1 of 2021 CIPP (7th St Lining)	\$ 7,801.40
Community Education Dept	Contract/Agreement	Ball Field Lime Reimbursement	\$ 1,781.44
Contract Total			1,065,314.12
MidAmerican Energy Company	Local	Electric Services	\$ 49,394.28
Storm Lake Industrial Corporation	Local	4th Qtr FY2021 H/M Tax Disb	\$ 11,969.89
Garbage Hauling Service Inc	Local	Garbage Service	\$ 5,000.82
Alliant Energy	Local	Gas Services	\$ 3,091.22
Bomgaars Supply, Inc	Local	Supplies	\$ 2,707.17
Fastenal Company	Local	Truck Tools	\$ 2,552.85
L & G Products, Inc	Local	Mulch	\$ 2,080.00
Long Lines	Local	Fax Line & Emergency Line Service	\$ 1,406.47
WalMart #01-1526	Local	Supplies	\$ 1,363.19
Storm Lake Ace Hardware	Local	Supplies	\$ 1,237.69
A & A Automotive	Local	Fuel Pump Repairs	\$ 1,211.44
Philip E Havens	Local	Legal Services	\$ 1,182.83
Storm Lake Industrial Corporation	Local	Band Desposit Reimb	\$ 1,000.00
Graffix Inc	Local	Clothing	\$ 653.50
Philip E Havens	Local	2nd Quarter Council Meetings	\$ 500.00
Qwest Corporation	Local	Phone Service	\$ 450.12
Arnold Motor Supply, LLP	Local	Supplies	\$ 417.92
The Storm Lake Times	Local	April 2021 Publications	\$ 390.20
Dianne Johnson	Local	Dexdormitor	\$ 348.00
Edwards Storm Lake	Local	Repairs	\$ 342.12
Mike's Lawn Service, Inc	Local	Weed Control Services	\$ 335.00
Plumbing & Heating Wholesale, Inc	Local	Supplies	\$ 289.52
Stanton Electric, Inc	Local	Pedestal Replacement	\$ 265.64
A & A Automotive	Local	New Tires	\$ 263.80
Fastenal Company	Local	Safety Supplies	\$ 252.78
Wiese Plumbing & Heating, Inc	Local	Stood Spud Replacement	\$ 232.00
Storm Lake Industrial Corporation	Local	Wellness SL Bucks	\$ 200.00
King's Pointe Resort	Local	New Fire Cheif Stay- Schlesser	\$ 398.72

Buy Local_v1

Payment Date Range: 05/20/2021 - 06/09/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
Storm Lake Industrial Corporation	Local	Advertising Reimb	\$ 183.33
Fastenal Company	Local	Supplies	\$ 179.25
Garbage Hauling Service Inc	Local	Garbage Service	\$ 161.25
A & A Automotive	Local	New Tire	\$ 146.63
Redenbaugh Chiropractic, PC	Local	Physical- Beckman	\$ 130.00
Visual Edge Inc	Local	Copier Maintenance Agreement	\$ 233.29
Storm Lake Hydraulics Co, Inc	Local	Reducers & Supplies	\$ 73.00
Buena Vista Regional Medical Center	Local	4/20/2021 Testing- Gaffey	\$ 142.00
A & A Automotive	Local	Serviced	\$ 62.30
Iowa Office Supply Inc	Local	Ink	\$ 59.98
Fastenal Company	Local	Safety Supplies	\$ 56.11
Plumbing & Heating Wholesale, Inc	Local	Check Valve	\$ 54.03
Iowa Office Supply Inc	Local	Office Supplies	\$ 49.52
Fastenal Company	Local	Band Saw Supplies	\$ 47.52
Visual Edge Inc	Local	Copier Maintenance Agreement	\$ 47.28
Fastenal Company	Local	Wire	\$ 91.56
King's Pointe Resort	Local	5/17/2021 Event	\$ 42.60
McCrea Eneterprises	Local	Paint	\$ 39.00
Vetter Equipment	Local	Supplies	\$ 54.98
Iowa Office Supply Inc	Local	Office Supplies	\$ 26.71
Fastenal Company	Local	Supplies	\$ 7.31
Local Total			91,424.82
Admiral Truck Sales	Non-Local	2013 Vac Truck	\$ 79,900.00
Des Moines Stucco of Iowa LLC	Non-Local	Bandshell Stucco	\$ 30,270.00
Carco Automotive Inc	Non-Local	2012 F550 Truck	\$ 29,575.00
VW Dock Company	Non-Local	Dock	\$ 27,110.00
MRA Custom Applications, LLC	Non-Local	Lime Hauling Services	\$ 15,622.13
Ahlers & Cooney, P.C.	Non-Local	2021A GO Bond Services	\$ 15,278.09
General Traffic Controls, Inc	Non-Local	Traffic Signal Gridsmart	\$ 13,615.00
Petersen Manufacturing	Non-Local	Concrete Trash Receptacles	\$ 8,981.25
Ahlers & Cooney, P.C.	Non-Local	Disclosure Counsel	\$ 7,500.00
H-O-H Water Technology, Inc	Non-Local	Polymer	\$ 7,499.18
Electric Pump Inc	Non-Local	Check Valves	\$ 7,103.44
Ahlers & Cooney, P.C.	Non-Local	2021B GO Bond Services	\$ 6,620.00
Ed M. Feld Equipment Company, Inc	Non-Local	SCBA Replacement	\$ 6,614.50
Mississippi Lime Company	Non-Local	Lime	\$ 17,975.66
Ed M. Feld Equipment Company, Inc	Non-Local	Bunker Gear	\$ 5,895.00
Mississippi Lime Company	Non-Local	Lime	\$ 5,713.19
Heying Enterprises	Non-Local	Pro Groomer with Accessories	\$ 4,435.00
Iowa Department of Transportation	Non-Local	Reflectors & Paint	\$ 3,615.30
Hawkins, Inc	Non-Local	Chemicals	\$ 3,454.32
Chem-Sult, Inc	Non-Local	Sodium Chlorite	\$ 3,434.52
Siouxland Turf Products	Non-Local	Chemicals	\$ 3,180.00
Municipal Pipe Tool Co., LLC	Non-Local	Pay Request #1 of Expansion Blvd Sewer Rehab	\$ 3,087.50
Bend Mailing Services, LLC	Non-Local	Bill Printing Services	\$ 2,890.71
Hach Company	Non-Local	Testing Supplies	\$ 2,651.04
Municipal Emergency Services, Inc	Non-Local	Carbon Fiber Cylinder	\$ 2,410.00
Siouxland Turf Products	Non-Local	Chemicals	\$ 2,333.00
Ed M. Feld Equipment Company, Inc	Non-Local	Bunker Gear	\$ 3,930.00
Thompson Electric Company	Non-Local	PLC and PanelViews Update	\$ 1,800.00
Rehab Systems Inc	Non-Local	Cleaning & Televising	\$ 1,725.10
W. W. Grainger, Inc	Non-Local	Dumpster	\$ 3,150.40
Carroll Distributing & Construction Supp	Non-Local	Supplies	\$ 1,523.37
Rehab Systems Inc	Non-Local	Grit Chamber Vacing	\$ 1,475.00
Linde Inc	Non-Local	Carbon Dioxide	\$ 1,410.13
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	\$ 1,310.25
PageFreezer Software, Inc	Non-Local	Records Compliance	\$ 1,308.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	\$ 2,260.40
Pitney Bowes Inc	Non-Local	Postage	\$ 1,002.00
Dale Vitito	Non-Local	Uniforms	\$ 987.43
Kiesler Police Supply, Inc	Non-Local	Ammo	\$ 943.50
Amerigas	Non-Local	Propane	\$ 873.06

Buy Local_v1

Payment Date Range: 05/20/2021 - 06/09/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
ESO Solutions, Inc	Non-Local	Annual Support	\$ 843.42
Hach Company	Non-Local	Testing Supplies	\$ 773.71
W. W. Grainger, Inc	Non-Local	Traffic Cones	\$ 762.20
Siouxland Turf Products	Non-Local	Chemicals	\$ 690.00
Valley Vet Supply	Non-Local	Stray Animal Supplies	\$ 646.87
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	\$ 630.00
Joyce's Greenery	Non-Local	Spooner Sign Planting & Watering	\$ 624.00
CovertTrack Group, Inc	Non-Local	Annual Subscription	\$ 600.00
Alpha Wireless Communications	Non-Local	Batteries	\$ 590.00
Carroll Distributing & Construction Supp	Non-Local	Sealant & Supplies	\$ 572.62
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	\$ 549.20
Ahlers & Cooney, P.C.	Non-Local	FB Amendment Services	\$ 543.00
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	\$ 503.55
Uptown Sporting Goods	Non-Local	Hoop Dreams Supplies	\$ 492.00
Breanna Nieland	Non-Local	FY2021 Uniform	\$ 477.42
Doolittle Oil Co, Inc	Non-Local	Chainsaw Fuel	\$ 475.20
Ziegler, Inc	Non-Local	Well 2 Generator Service	\$ 456.37
Med-Tech Resources, Inc	Non-Local	Gloves	\$ 455.54
Iowa Law Enforcement Academy	Non-Local	Training	\$ 450.00
Siouxland Turf Products	Non-Local	Chemicals	\$ 415.40
Pat McCarthy Productions, Inc	Non-Local	Seminar- Butler	\$ 399.00
Ahlers & Cooney, P.C.	Non-Local	Amend #8 to Ind Park URP	\$ 399.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	\$ 367.00
Iowa Law Enforcement Academy	Non-Local	Training	\$ 350.00
Twin Rivers Media, LLC	Non-Local	Advertising	\$ 350.00
Ahlers & Cooney, P.C.	Non-Local	Legal Services	\$ 335.66
NJ Criminal Interdiction LLC	Non-Local	Training- Heyes	\$ 299.00
Werner Sewer & Septic, LLC	Non-Local	Coupling & Pipe	\$ 297.72
WaterPro Supplies Inc	Non-Local	Corp Stop	\$ 287.00
Hach Company	Non-Local	Testing Supplies	\$ 279.00
W. W. Grainger, Inc	Non-Local	Office Supplies	\$ 258.74
General Traffic Controls, Inc	Non-Local	Traffic Signal Repairs- W7th & Lake	\$ 250.00
Ahlers & Cooney, P.C.	Non-Local	Labor Relations	\$ 250.00
Hach Company	Non-Local	Testing Supplies	\$ 244.36
Norlab, Inc	Non-Local	Dye	\$ 228.00
BlueTarp Financial, Inc	Non-Local	Spray Boom	\$ 199.99
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies/Paint	\$ 191.50
Iowa Division of Labor	Non-Local	Elevator Inspection	\$ 175.00
Underground Location Company	Non-Local	Locate Services	\$ 171.20
Iowa Department of Transportation	Non-Local	Trash Bags	\$ 162.19
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	\$ 162.10
W. W. Grainger, Inc	Non-Local	Cradle Cap Drum	\$ 160.49
Blue to Gold, LLC	Non-Local	Advanced Search & Seizure- Weflen	\$ 477.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	\$ 144.00
W. W. Grainger, Inc	Non-Local	Vests	\$ 141.39
Ed M. Feld Equipment Company, Inc	Non-Local	Batteries	\$ 137.50
Dale Vitito	Non-Local	Uniforms	\$ 128.89
International Association of Electrical In	Non-Local	FY2021 Membership- Olesen	\$ 120.00
Ahlers & Cooney, P.C.	Non-Local	Urban Revit Amend #3	\$ 105.00
W. W. Grainger, Inc	Non-Local	Supplies	\$ 87.07
Iowa Lakes Regional Water	Non-Local	April 2021 Water Service	\$ 78.31
Cintas First Aid & Safety	Non-Local	First Aid Supplies	\$ 77.27
James M. Sweeney & Associates, Inc	Non-Local	Background Checks	\$ 70.30
Northwest Iowa League of Cities	Non-Local	Meeting Registration	\$ 60.00
Iowa Department of Natural Resources	Non-Local	2021 Operator Cert Renewal- Holmes	\$ 60.00
Ed M. Feld Equipment Company, Inc	Non-Local	Nozzle Repairs	\$ 56.00
Steven A Beeck	Non-Local	Window Cleaning Services	\$ 39.00
Cintas First Aid & Safety	Non-Local	First Aid Supplies	\$ 36.73
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	\$ 31.90
Iowa Dept of Justice	Non-Local	Forfeiture (21-000033)	\$ 22.00
UPS	Non-Local	Shipping	\$ 17.35

Buy Local_v1**Payment Date Range: 05/20/2021 - 06/09/2021**

Vendor Name	Buy Local Info	Payable Description	Total Payments
W. W. Grainger, Inc	Non-Local	Supplies	\$ 12.70
Hach Company	Non-Local	Controller Returned	\$ (1,562.00)
		Non-Local Total	358,170.33
Gail Solem	Payroll/Refunds	1/9/2021 Damage	\$ 5,684.00
Anthony T. Burns	Payroll/Refunds	Travel Reimbursement	\$ 795.99
Randy Weflen	Payroll/Refunds	FY2021 Uniform	\$ 500.00
Daniel Holmes	Payroll/Refunds	4/30/2021 Testing Fee	\$ 120.00
Phackakchay Noah Inthongsay	Payroll/Refunds	2021 CDL Reimb	\$ 26.50
		Payroll/Refund Total	7,126.49
		Grand Total:	\$ 1,531,244.86

Instructions on the reverse sideFor period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Al's Liquor
Physical Location Address 215 W. Milwaukee Ave City Storm Lake ZIP 50588
Mailing Address 216 E. Milwaukee St City Spencer State IA ZIP 51301
Business Phone Number 712-732-6227

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Central Mart LLC
Mailing Address 216 E. Milwaukee St City Spencer State IA ZIP 51301
Phone Number 712-299-0838 Fax Number _____ Email interadbrew@ic.com

Retail Information:

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

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

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

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

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Mary Fielder Name (please print) _____
Signature Mary Fielder Signature _____
Date 5/12/2021 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: 6-7-2021
- Fill in the permit number issued by the city/county: FY 21-22-6
- Fill in the name of the city or county issuing the permit: Storm Lake
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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

Instructions on the reverse sideFor period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Brew #8-Midtown
Physical Location Address 1100 E. 5th St City Storm Lake ZIP 50588
Mailing Address 216 E. Milwaukee St City Spencer State IA ZIP 51301
Business Phone Number 712-732-1000

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Royal Investments Group LLC
Mailing Address 216 E. Milwaukee St City Spencer State IA ZIP 51301
Phone Number 712-299-0838 Fax Number — Email inder@brew8.com

Retail Information:

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

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

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

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

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Mary Fiedler Name (please print) _____
Signature Mary Fiedler Signature _____
Date 5/12/2021 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: 6-7-2021
- Fill in the permit number issued by the city/county: FY21-22-7
- Fill in the name of the city or county issuing the permit: Storm Lake
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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

Instructions on the reverse sideFor period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:Trade Name/DBA Brew Oil #33Physical Location Address 1201 Lakeshore Dr. City Storm Lake ZIP 50588Mailing Address 216 E. Milwaukee St City Spencer State IA ZIP 50801Business Phone Number 712-732-4646**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Brew Oil LLCMailing Address 143 S. Cove Dr. City Storm Lake State IA ZIP 50588Phone Number 712-262-2921 Fax Number 712-262-6235 Email marg@brewoil.co**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐

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

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print) Mary Fiedler

Name (please print) _____

Signature Mary Fiedler

Signature _____

Date 5/10/2021

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: 6-7-2021
- Fill in the permit number issued by the city/county: FY21-22-8
- Fill in the name of the city or county issuing the permit: Storm Lake
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA BW Gas & Convenience Retail, LLC DBA Yesway # 1169

Physical Location Address 1101 Lake Avenue City Storm Lake ZIP 50588

Mailing Address 138 Conant Street City Beverly State MA ZIP 01915

Business Phone Number (978) 720-7500

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐

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

Mailing Address 138 Conant Street City Beverly State MA ZIP 01915

Phone Number (978) 720-7500 Fax Number _____ Email amoroz@yesway.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

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

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

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

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

Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐ _____

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

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) _____

Name (please print) Thomas W. Brown

Signature _____

Signature Thomas W. Brown

Date _____

Date 05/10/2021

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: 6-7-2021
- Fill in the permit number issued by the city/county: FY21-22-4
- Fill in the name of the city or county issuing the permit: Storm Lake
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA-CASEY'S #3679

Physical Location Address 207 E MILWAUKEE AVE City STORM LAKE ZIP 50588

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 7127320041

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

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

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

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

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

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

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, CASEY'S MARKETING SECRETARY

Signature Julia L. Jackowski

Date 4/20/2021

Name (please print) _____

Signature _____

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- ☐ Fill in the amount paid for the permit: \$75.00
- ☐ Fill in the date the permit was approved by the council or board: 6-7-2021
- ☐ Fill in the permit number issued by the city/county: FY21-22-11
- ☐ Fill in the name of the city or county issuing the permit: Storm Lake
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA-CASEY'S #3030

Physical Location Address 825 FLINDT DR City STORM LAKE ZIP 50588

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 7127324192

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

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

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

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

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

Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐

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

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, CASEY'S MARKETING SECRETARY

Signature Julia L. Jackowski

Date 4/20/2021

Name (please print) _____

Signature _____

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

☐ Fill in the amount paid for the permit: \$75.00

☐ Fill in the date the permit was approved by the council or board: 6-7-2021

☐ Fill in the permit number issued by the city/county: FY21-22-12

☐ Fill in the name of the city or county issuing the permit: Storm Lake

• New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

☐ Email: iapledge@iowaabd.com

☐ Fax: 515-281-7375

July-June 6-30-22

Iowa Department of REVENUE

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

Retail Permit Application for Cigarettes/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

\$75

Business Information:

Trade Name/DBA DOLLAR GENERAL STORE #1047
Physical Location Address 1423 LAKE AVE City STORM LAKE ZIP 50588-1909
Mailing Address 100 MISSION RIDGE City GOODLETTSVILLE State TN ZIP 37072
Business Phone Number 5156128793

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP DOLGENCORP, LLC
Mailing Address 100 MISSION RIDGE City GOODLETTSVILLE State TN ZIP 37072
Phone Number 615-855-4000 Fax Number 877-364-4130 Email tax-beerandwinelicense@dollargeneral.com

Retail Information:

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

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☒ Retail – General Merchandise

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

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) _____ Name (please print) _____
Signature _____ Signature Lauren M. Moul
Date _____ Date 5/27/21

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: 6-7-2021
- Fill in the permit number issued by the city/county: FY21-22-9
- Fill in the name of the city or county issuing the permit: Storm Lake
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Be sure the information is accurate. Only the application confirmation stamp is valid.

Vendor #309889
Invoice #202201047TOBCITY2
Batch #20925

\$75.00 receipt

- Email: lauren.moul@iowadba.com
- Fax: 515-281-7375

RECEIVED MAY 10 2021

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Fareway Stores, Inc. # 461

Physical Location Address 731 Seneca Street City STORM LAKE ZIP 50588

Mailing Address 731 Seneca Street City STORM LAKE State IA ZIP 50588

Business Phone Number 712 732-6203

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.

Mailing Address PO Box 70 City Boone State IA ZIP 50036

Phone Number 515-433-5336 Fax Number 515-433-4416 Email twilson@farewaystores.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

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

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

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

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

Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐

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

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Garrett S Piklapp

Name (please print) _____

Signature *Garrett S. Piklapp*
Garrett S. Piklapp (May 7, 2021 10:14 AM)

Signature _____

Date 05/07/21

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.⁰⁰
- Fill in the date the permit was approved by the council or board: 6-7-2021
- Fill in the permit number issued by the city/county: FY21-22-1
- Fill in the name of the city or county issuing the permit: Storm Lake
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:

Trade Name/DBA Hy-Vee, Inc DBA Hy-Vee Food Store

Physical Location Address 1250 N Lake Ave City Storm Lake ZIP 50588

Mailing Address 5820 Westown Parkway City West Des Moines State Iowa ZIP 50266

Business Phone Number 515-267-2800

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP Hy-Vee, Inc.

Mailing Address 5820 Westown Parkway City West Des Moines State Iowa ZIP 50266

Phone Number 515-267-2800 Fax Number 515-559-2468 Email SMcMahon@hy-vee.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

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

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

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

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

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

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Andy Schroeder

Name (please print) _____

Signature [Signature]

Signature _____

Date May 4th 2021

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 100 \$75.00
- Fill in the date the permit was approved by the council or board: 6-7-2021
- Fill in the permit number issued by the city/county: FY21-22-10
- Fill in the name of the city or county issuing the permit: Storm Lake
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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

Instructions on the reverse sideFor period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

Business Information:Trade Name/DBA Murphy USA #6923Physical Location Address 1829 Lake Ave. City Storm Lake ZIP 50588Mailing Address Attn: Permits, PO Box 7300 City El Dorado State AR ZIP 71731Business Phone Number 712-732-2717**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Murphy Oil USA, Inc.Mailing Address PO Box 7300 City El Dorado State AR ZIP 71731Phone Number 870-881-6679 Fax Number 870-875-7670 Email permits_licensing@murphyusa.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐

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

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print) Jerri Greer

Name (please print) _____

Signature _____

Signature _____

Date 05/26/2021

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: 6-7-2021
- Fill in the permit number issued by the city/county: FY21-22-5
- Fill in the name of the city or county issuing the permit: Storm Lake
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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

Instructions on the reverse sideFor period (MM/DD/YYYY) 7 / 1 / 2021 through June 30, 2022

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

Business Information:Trade Name/DBA Walgreens # 11330Physical Location Address 800 Lake Ave City Storm Lake ZIP 50588Mailing Address PO Box 901 City Deerfield State IL ZIP 60015Business Phone Number 712-732-0005**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Walgreen CoMailing Address PO Box 901 City Deerfield State IL ZIP 60015Phone Number 847-527-4402 Fax Number 847-368-6525 Email taxlicenser renewals@walgreens.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☒Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐

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

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print) Susan Halliday, Treasurer

Name (please print) _____

Signature [Signature]

Signature _____

Date 5/17/21

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: 6-7-2021
- Fill in the permit number issued by the city/county: FY21-22-3
- Fill in the name of the city or county issuing the permit: Storm Lake
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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

Instructions on the reverse sideFor period (MM/DD/YYYY) 06 / 30 / 2021 through June 30, 2022

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

Business Information:Trade Name/DBA Walmart Inc. dba: Walmart #1526Physical Location Address 1831 Lake Ave City Storm Lake ZIP 50588Mailing Address 702 SW 8th St City Bentonville State AR ZIP 72716-0500Business Phone Number 712-336-1339**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Walmart Inc.Mailing Address 702 SW 8th St City Bentonville State AR ZIP 72716-0500Phone Number 479.204.2486 Fax Number 479.204-9864 Email complic@wal-mart.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☐**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☒ Retail

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

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print) David Reading

Name (please print) _____

Signature David Reading

Signature _____

Date 5/20/2021

Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: 6-7-2021
- Fill in the permit number issued by the city/county: FY21-22-2
- Fill in the name of the city or county issuing the permit: Storm Lake
- New ☐ Renewal ☒

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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

Staff Summary

6/7/2021

Agenda Item # B.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: Buy Local Information

BACKGROUND: Early in 2011 during a Study Session discussion Council asked staff to look at putting together some analysis information regarding the amount of purchases made locally. We have pulled that information together and a provided a summary of purchases identified in the current list of bills to be approved that are purchased locally (within the City of Storm Lake), within Buena Vista County, and outside of Buena Vista County are presented here for Council's review. This information is presented for for both the City and King's Pointe's bills.

As the reader reviews the information they should note the following key notes:

- Costs associated with any major capital project (those bid under the State of Iowa Bid Law) are excluded from the calculation
- Costs associated with travel is excluded from the calculation and %
- Costs associated with payroll is excluded from the calculation and %
- In some cases there is only one vendor or an item is only available from vendors outside of the City limits and/or Buena Vista County – we have not identified these
- Some departments have fairly minor budgets and a major purchase can skew the % and or amount for a given review period (For Example: the Airport may have normally \$4,000 - \$6,000 in expenses until they purchase Jet Fuel or Av Gas which can be \$10,000 + and as a vendor who is not local this can skew the information for that review period)
- Local has been determined to be has an office front in the

area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here)

As with all analytical data it is possible to interpret the numbers in a variety of ways and as we move forward we would be happy to provide further detail and or revise the way in which we show the data. Likewise if you have any questions or concerns please don't hesitate to contact city staff.

FISCAL IMPACT:

Breakout	Calculated Expenses
Buena Vista County	\$ 9,209.10
Contract/Agreement	\$ 1,065,314.12
Local	\$ 91,424.82
Non- Local	\$ 358,170.33
Payroll/Refunds/Pyrl Tax & Ins	\$ 392,708.47
Total Expenses	\$ 1,916,826.84
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
Project Activity Report	Financial Report

Summary

Project Summary

Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
01112-0019	WasteWater Treatment Facility Wetlan...	1,200,365.00	228.10	1,134,312.96	0.00	1,134,312.96	66,052.04
01112-0020	10th & Ontario StormWater Improvem...	1,753,734.33	-0.96	1,752,287.45	0.00	1,752,287.45	1,446.88
01112-0021	4th & Oats StormWater Improvements	938,841.70	4,944.46	806,895.07	0.00	806,895.07	131,946.63
16-19284	4th & Bartion Storm Water Improvemen...	755,430.10	30,703.90	706,698.58	0.00	706,698.58	48,731.52
18-CF-004	United Community Health Service Center	600,000.00	0.00	561,683.60	0.00	561,683.60	38,316.40
19-22797	Memorial Lift Station Improvements	2,480,755.00	0.00	307,396.06	466,480.40	773,876.46	1,706,878.54
20-23848	Storm Lake WTP- Electrical MCC Replac...	277,550.00	23,129.16	152,695.87	7,908.36	160,604.23	116,945.77
20-24387	Radio Park Lift Station Replacement	568,528.00	568,528.00	57,972.81	143,735.00	201,707.81	366,820.19
20-HSG-022	2021 Housing Sustainability Project	78,000.00	78,000.00	2,000.00	11,400.00	13,400.00	64,600.00
35665	1st & Mae Street	764,059.53	-5,064.54	762,612.66	0.00	762,612.66	1,446.87
8406	7th & Geneseo St Sanitary Sewer Impro...	410,306.35	0.00	408,859.48	0.00	408,859.48	1,446.87
P11.112742	North Central SW Phase II	1,854,441.25	-1,031.74	1,853,147.38	0.00	1,853,147.38	1,293.87
P11.117908	Michigan Street Parking Lot Reconstruct...	409,297.00	0.00	439,080.90	14,266.80	453,347.70	-44,050.70
P11.118940	Oneida Street Reconstruction from RR t...	2,439,962.12	174,283.12	271,586.57	367,557.35	639,143.92	1,800,818.20
P11.119679	FEMA Lake Bank Restoration	117,831.01	0.00	123,185.51	0.00	123,185.51	-5,354.50
P11.120411	Highway 7/110 Traffic Lane/Signalization	1,423,630.00	96,724.36	209,598.72	0.00	209,598.72	1,214,031.28
P11.120478	Tulip Lane SW Improvements	513,049.50	19,360.38	399,294.83	0.00	399,294.83	113,754.67
P11.120650	2020 Expansion Blvd Improvements	1,086,197.10	86,895.76	565,747.25	3,087.50	568,834.75	517,362.35
P11.122266	7th Street Sewer Lining/2021 CIPP	509,723.25	509,723.25	77,115.40	7,801.40	84,916.80	424,806.45
T51.119823	Runway 13/31 & Taxiway Lighting	453,189.00	0.00	69,043.00	0.00	69,043.00	384,146.00
Urban20WQI-004	SLHS Courtyard Conservation	100,000.00	100,000.00	16,762.96	0.00	16,762.96	83,237.04
Report Total:		18,734,890.24	1,686,423.25	10,677,977.06	1,022,236.81	11,700,213.87	7,034,676.37

Group Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	453,189.00	0.00	69,043.00	0.00	69,043.00	384,146.00
Economic Development	895,831.01	178,000.00	703,632.07	11,400.00	715,032.07	180,798.94
National Resiliency Disaster Grant Proje...	8,699,951.01	558,862.85	7,901,223.81	7,801.40	7,909,025.21	790,925.80
Sanitary Sewer Projects	3,049,283.00	568,528.00	365,368.87	610,215.40	975,584.27	2,073,698.73
Street Construction	5,359,086.22	357,903.24	1,486,013.44	384,911.65	1,870,925.09	3,488,161.13
Water Project	277,550.00	23,129.16	152,695.87	7,908.36	160,604.23	116,945.77
Report Total:	18,734,890.24	1,686,423.25	10,677,977.06	1,022,236.81	11,700,213.87	7,034,676.37

Type Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	8,685,919.22	949,560.40	2,004,078.18	1,003,035.41	3,007,113.59	5,678,805.63
Federal/State Grant	9,870,971.02	558,862.85	8,655,135.92	7,801.40	8,662,937.32	1,208,033.70
Grant	178,000.00	178,000.00	18,762.96	11,400.00	30,162.96	147,837.04

Staff Summary

6/7/2021

Agenda Item # C.



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

REPORT TO: Honorable Mayor and City Council

FROM: Tyler Gibbins, Staff Accountant

SUBJECT: **Utility Billing Uncollectible Account Write-Off**

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

The two most common causes of delinquent accounts are (1) the customer and/or business FIN the utility account was set up under has filed for bankruptcy and (2) persons leave town without paying their final bill and/or provide us with a forwarding address. Those persons who do not provide us any information have balances less than the state allowed \$50.00 to enter into a state operated Income Offset program.

The current balance of the uncollectible accounts is \$243.94. This balance is made up of 12 accounts with balances ranging from \$3.52 to \$35.03.

FISCAL IMPACT: There is no fiscal impact as the \$243.94 balance is in an accounts receivable ledger account which does not fiscally impact the general ledger.

RECOMMENDATION: Review and approve.

Staff Summary

6/7/2021

Agenda Item # D.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

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

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

During Fiscal Year 2020-2021, there were 640 tickets were picked up and \$529.00 were submitted for reimbursement.

In the FY 2021-2022 budget the City has allocated 3,000 discounted tickets for the program.

Both RIDES and Storm Lake Cab have signed the new agreements to continue to participate in the Discount Coupon Program for Fiscal Year 2021-2022. The agreements are attached to this staff summary for Council's consideration.

The new tickets are good thru June 30, 2022 or until we run out whichever occurs first. Tickets are available at City Hall during normal business hours.

FISCAL IMPACT: The total cost of the discount coupon program to the City of Storm Lake is \$3,500 which includes a maximum of \$3,000 for direct discounts on the cost of a ride and \$300 for the advertising and printing of the coupons.

Historically the City has not paid out the maximum cost of the coupons.

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

ATTACHMENTS:

Description

Type

- ▣ Rides Agreement 2021
- ▣ Storm Lake Cab Agreement 2021

Contract

Contract

Agreement

Between the City of Storm Lake and RIDES

This agreement shall be enforce beginning on July 1, 2021 and ending on June 30, 2022 between the City of Storm Lake, hereafter CITY, and RIDES, hereafter TAXI.

The purpose of this agreement shall be to outline the CITY's Discount Coupon Program for riders of the TAXI service in Storm Lake and the agreements made by each party of this agreement for the time frame of July 1, 2021 through June 30, 2022.

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

The CITY shall institute a Discount Coupon Program to commence beginning July 1, 2021 and running through June 30, 2022, whereby individuals may pick up coupons from City Hall, 620 Erie Street, during normal business hours, excluding holidays. The details of that program shall be as follows:

- Each Discount Coupon shall be worth \$1.00 off the current rate of a ride within the city limits of Storm Lake.
- Individuals will have to sign a register when obtaining their tickets and shall be limited to no more than 10 tickets per week.
- Tickets will be individually numbered and of a unique design that shall be difficult to reproduce. A sample copy of the tickets shall be provided to TAXI for the education of the staff.
- Discount Coupons will be marked "Valid Through June 30, 2022" and shall not be accepted after June 30, 2021.
- There shall be a total of 3,000 coupons produced and given out – it is possible with multiple Taxi companies participating that these 3,000 coupons will be dispersed randomly between all the agencies participating

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

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

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

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

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

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

October 15, 2021 (Reporting Period – July 1, 2021 to September 30, 2021)

January 15, 2022 (Reporting Period – October 1, 2021 to December 31, 2021)

April 15, 2022 (Reporting Period – January 1, 2022 to March 31, 2022)

July 7, 2022 (Reporting Period – April 1, 2022 to June 30, 2022)

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

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

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

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

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

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

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

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

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

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

Cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation. Should cancellation of the contract occur a final report

shall be made to the CITY within 15 days of the official cancellation date of the contract. The CITY will make their final payment based on that report.

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

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

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

City of Storm Lake: _____
Michael Porsch, Mayor

Attest: _____
Mayra A. Martinez, City Clerk

RIDES: _____
Hugh Lively, Director

Attest: _____

Agreement

Between the City of Storm Lake and Storm Lake Cab

This agreement shall be enforce beginning on July 1, 2021 and ending on June 30, 2022 between the City of Storm Lake, hereafter CITY, and Storm Lake Cab, hereafter TAXI.

The purpose of this agreement shall be to outline the CITY's Discount Coupon Program for riders of the TAXI service in Storm Lake and the agreements made by each party of this agreement for the time frame of July 1, 2021 through June 30, 2022.

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

The CITY shall institute a Discount Coupon Program to commence beginning July 1, 2021 and running through June 30, 2022, whereby individuals may pick up coupons from City Hall, 620 Erie Street, during normal business hours, excluding holidays. The details of that program shall be as follows:

- Each Discount Coupon shall be worth \$1.00 off the current rate of a ride within the city limits of Storm Lake.
- Individuals will have to sign a register when obtaining their tickets and shall be limited to no more than 10 tickets per week.
- Tickets will be individually numbered and of a unique design that shall be difficult to reproduce. A sample copy of the tickets shall be provided to TAXI for the education of the staff.
- Discount Coupons will be marked "Valid Through June 30, 2022" and shall not be accepted after June 30, 2021.
- There shall be a total of 3,000 coupons produced and given out – it is possible with multiple Taxi companies participating that these 3,000 coupons will be dispersed randomly between all the agencies participating

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

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

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

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

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

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

October 15, 2021 (Reporting Period – July 1, 2021 to September 30, 2021)

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April 15, 2022 (Reporting Period – January 1, 2022 to March 31, 2022)

July 7, 2022 (Reporting Period – April 1, 2022 to June 30, 2022)

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

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

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

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

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

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

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

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

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

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

Cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation. Should cancellation of the contract occur a final report

shall be made to the CITY within 15 days of the official cancellation date of the contract. The CITY will make their final payment based on that report.

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

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

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

City of Storm Lake: _____
Michael Porsch, Mayor

Attest: _____
Mayra A. Martinez, City Clerk

Storm Lake Cab: _____
Jeff DeWall, Owner

Attest: _____

Staff Summary

6/7/2021

Agenda Item # E.



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

REPORT TO: Honorable Mayor and City Council

FROM: Chris Cole, Police Chief

SUBJECT: **Bike For Sight Noise Variance Request**

BACKGROUND: Megan Sullivan of Vision Care (ph:630-200-1805) has submitted a request for a Bike for Sight Fundraising event which includes an 18 mile bike ride and a 24 mile ride. (see attached maps)

The event is a bike ride fundraiser that take place on Saturday August 14th 2021.

Registration for the ride will begin at 8:00AM with the bike rides beginning at 9:00AM. There will be a meal to follow at the Chautauqua Park Shelter House. Sullivan is requesting a noise variance for amplified music at Chautauqua Park from 12:30 PM to 5PM.

A request for support from Public Safety was also requested for the start of the ride. The ride starts and ends at Chautauqua Park.

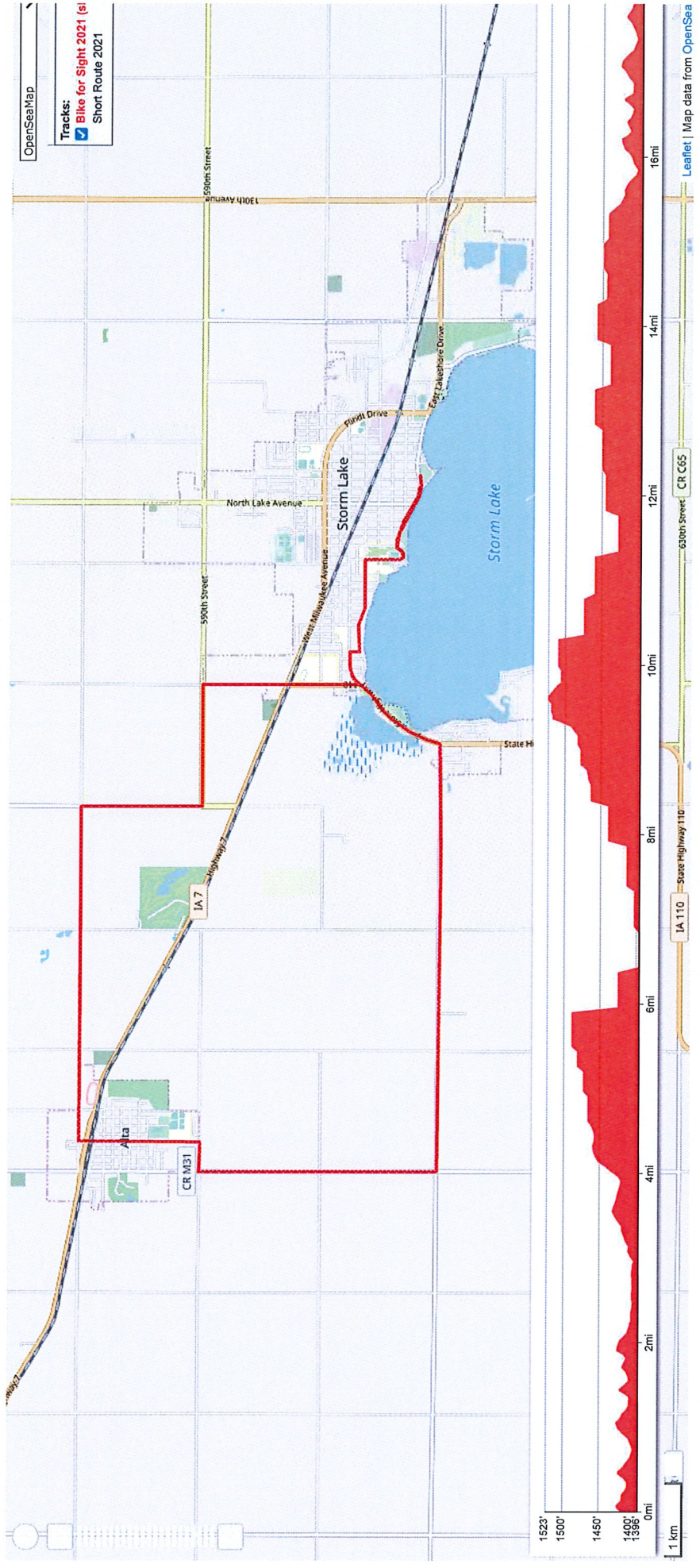
FISCAL IMPACT: The Police Department will accrue staff time associated with the event. Those staff hours will be absorbed in the normal operating budget.

RECOMMENDATION: Approve request contingent on receipt of insurance if necessary.

ATTACHMENTS:

Description	Type
ride maps	Contract





*Keri -
I will
email you
more details -
Megan
Munks - Sullivan*

Vision Care Associates, P.C. Presents:

BIKE FOR SIGHT

Saturday August 14, 2021

Check-in 8:00 am

Ride Begins 9:00 am

BBQ Lunch 12:30-2:00pm

JOIN US for this first time event!!! Bike for Sight is a fundraiser to benefit the youth in our community. All proceeds & registration fees will give the gift of sight by providing a FREE eye exam and a FREE pair of glasses.

Registration: \$30 per rider by July 15th. Registration after July 15th is \$35. Choose a 18 or 24 mile course.

Registration includes a Bike for Sight t-shirt, a BBQ lunch following the ride & multiple chances to win a FREE pair of sunglasses!!!

Ride starts & ends at the Chautauqua Park Shelterhouse in Storm Lake.

Register online at ... or pick up a paper registration form at Vision Care Associates, P.C. in Storm Lake.

Helmets REQUIRED!

Staff Summary

6/7/2021

Agenda Item # F.



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

REPORT TO: Honorable Mayor and City Council

FROM: Chris Cole, Police Chief

SUBJECT: **United Methodist Church Noise Variance Request**

BACKGROUND: Carl Turner has submitted a request for a noise variance on behalf of the United Methodist Church for an outdoor concert at the Sunset Park Band Shell on Sunday 08-15-2021 from 10AM to 12PM.

FISCAL IMPACT: None

RECOMMENDATION: Approve request

Staff Summary

6/7/2021

Agenda Item # G.



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

REPORT TO: Honorable Mayor and City Council

FROM: Chris Cole, Police Chief

SUBJECT: **Acknowledging Civil Service Fire Chief Eligibility List**

BACKGROUND: On 3-7-2021 the Civil Service Commission authorized the City Manager to create a Fire Chief eligibility list.

On 5-25-2021 the civil service commission certified and approved the attached eligibility list.

The City Council can now acknowledge the list approved by the Civil Service Commission.

1. Glenn Schlessner

FISCAL IMPACT: None

RECOMMENDATION: None

Staff Summary

6/7/2021

Agenda Item # H.



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

REPORT TO: Honorable Mayor and City Council

FROM: Chris Cole, Police Chief

SUBJECT: **SLPD City Code Enforcement Summary**

BACKGROUND: 5/13/2021 to 6/1/2021

Total – 94

Accumulate Junk – 14
Junk Vehicles – 2
Parking restricted to hard surfaces – 5
Accumulate Trash – 1
Accumulate used tires – 1
Grass Clippings in the street – 3
Tall Grass and Weeds – 68

Citations – 2

FISCAL IMPACT: None

RECOMMENDATION: None

Staff Summary

6/7/2021

Agenda Item # 3.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Motion to Approve Primary Tow Service Agreement for the Storm Lake Police Department with Storm Lake Towing**

BACKGROUND: As stewards of taxpayer dollars, all departments of the City of Storm Lake hold the responsibility for conducting procurement in a deliberate, fair and ethical manner. The goals of the City when making purchases are to: • purchase the proper good or service to meet the needs of the City; • Get the best possible price for the good or service; • Get the best value for public dollars expended; • Have the good or service available where and when it is needed; • Ensure a continuing supply of needed goods and services; • Allow bidders a fair opportunity to compete for the government's business, through statutory requirements for competitive bids and proposals combined with the City's purchasing procedures; • Stimulate the local economy and job market by allowing local businesses an opportunity to compete in the City contract award process.

The Proposal was opened on May 21, 2021 by Deputy City Clerk Kirkholm at 4:00 pm. One proposal was received.

Storm Lake Towing - Storm Lake, Iowa

This agenda item is to approve the Primary Towing Service Contract to Storm Lake Towing for July 1, 2021 to June 30, 2022 at the June 7, 2021 Regular City Council Meeting.

FISCAL IMPACT: The impact to City finances will be minimal.

RECOMMENDATION: Motion to Approve the Primary Towing Service Contract with Storm Lake Towing for FY 2021-2022.

ATTACHMENTS:

Description	Type
☐ Towing Bids 2021-2022	Backup Material



Public Safety Police & Fire

401 East Milwaukee Avenue
Storm Lake, IA 50588

Chris J. Cole
POLICE CHIEF

Mike Jones
FIRE CHIEF

City of Storm Lake Request for Bids for Primary and Secondary Tow Service for the Storm Lake Police Department

The City of Storm Lake is soliciting bids for Primary and Secondary Tow Services for the Storm Lake Police Department the Fiscal Year 2021-2022 budget cycle which is July 1, 2021 through June 30, 2022. The City of Storm Lake will accept sealed bids for these services until **4:00PM CST on May 21st, 2021**. Bids should be sent to the following address:

City of Storm Lake
Request for Bids Primary Tow Services
ATTN: City Clerk
P.O. Box 1086
Storm Lake, IA 50588

All bids must be returned on the supplied Tow Service Bid Sheet along with and must be received by the City Clerk by 4:00PM CST on May 21st, to be considered for award of the proposal. The bids will be reviewed, and contracts may be approved at the June 7, 2021 City Council Meeting.

The term PRIMARY refers to the tow service called first by the communications center on behalf of the Storm Lake Police Department. By being names the Primary tow company, this does not preclude the Storm Lake Police Department from calling multiple tow services. A secondary tow service may be called in when the primary services is unable to respond.

As directed by the City of Storm Lake's Insurance provider, the following is the minimum insurance necessary to be considered for a contract to be Primary and Secondary Tow Services. Should a bidder have more insurance than the minimum required, please attach that information to your bid form.

- \$1,000,000 General Liability with "The City of Storm Lake added as additional insured and a waiver of subrogation included"
- \$1,000,000 Combined Single Limit for Auto Liability "The City of Storm Lake added as additional insured and a waiver of subrogation included"

- Workers compensation \$500,000 each accident, \$500,000 each employee and \$500,000 policy limit if company is not owner-operated
- \$25,000 Garage Keepers Liability “The City of Storm Lake added as additional insured and a waiver of subrogation included”
- \$25,000 On-Hook Liability “The City of Storm Lake added as additional insured and a waiver of subrogation included”

The City of Storm Lake reserves the right to reject any and all bids. Bids will be selected based on the following criteria, ability to meet minimum specifications, past history of service to the City of Storm Lake, price, and ability to meet the needs of the City.

Storm Lake Towing & Recovery

109 W. 5th St.

Storm Lake, IA 50588

Phone # 712-732-6020

Fax # 712-732-0012

05-21-2021

City Clerk, City Manager, Police Chief, City Council & Mayor:

Thank you for allowing us to bid the towing services for the City of Storm Lake. We take this job very seriously and hope that we have provided you with the professional services that you expect. We are excited to continue our relationship long into the future. Please see the attached bid, DOT permit, insurance verification, and equipment photos. If you have any questions or concerns please feel free to call me anytime.

Sincerely,

A handwritten signature in black ink, appearing to be 'Tyson Rice', with a stylized, cursive script.

Tyson Rice

THANK YOU FOR YOUR BUSINESS!

TOW SERVICE INFORMATION SHEET

1) Do you guarantee a 20 minute or less response time 95% of the time?

Yes ☒ No ☐

2) Will you provide the Storm Lake Police Department 24 hour a day, 7 day a week coverage?

Yes ☒ No ☐

3) Will you provide the following services to the Storm Lake Police Department?

	Yes	No
Police Impound Tows	☒	
Multiple Tow Capability	☒	
Vehicle Accident Tows	☒	
Snow Emergency Response	☒	
Snow Removal Tows	☒	
Crime Scene Tows	☒	

4) Please select what vehicles you have capabilities of tow:

☒ Motorcycles ☒ Vans
☒ All Cars ☐ Buses
☒ Trucks ☐ Semi's

5) List the fee you will charge for each type of vehicle:

Motorcycles 100.00
 Cars 100.00
 Truck 100.00
 Vans 100.00
 Buses N/A
 Semi's N/A

6) Complete the following information:

Name of Tow Service: Storm Lake Towing

Owner of Service: Tyson Rice

Business Address: 109 W. 5th St.

Storm Lake, IA 50588

Business Phone: 712-732-6020

24 Hour On Call Number: 712-732-6020

Fax Number: 712-732-0012

E-mail: stormlake towing@gmail.com

List all Tow Drivers and License Numbers:

Tyson Rice	529440814
Reg Cross	706XX9082
Rick Meyer	966AA 2682
Dave Strand	966AA 1615
Hunter O'Bannon	370AE 5275
Joseph Leonard	488CC 2317


Owner's Signature

5-21-2021
Date

Please include the following information with bid:

- ** INCLUDE PROOF OF INSURANCE: The tow service liability insurance must be a minimum of \$1,000,000 General Liability and must name the City of Storm Lake as additional insured and a waiver of subrogation included.
- ** \$1,000,000 Combined Single Limit for Auto Liability with the City of Storm Lake as an additional insured and a waiver of subrogation included.
- ** Workers Compensation Coverage \$500,000 each accident, \$500,000 each employee and \$500,000 policy limit if company is not owner-operated.
- ** INCLUDE PROOF OF INSURANCE: On-Hook Towing Insurance minimum of \$25,000 with City of Storm Lake as an additional insured and a waiver of subrogation included.
- ** INCLUDE PROOF OF INSURANCE: Garage Keepers Liability with minimum of \$25,000 with City of Storm Lake as an additional insured and a waiver of subrogation included.
- ** INCLUDE PROOF OF CERTIFICATION FROM DEPARTMENT OF TRANSPORTATION.
- ** Include photos of equipment.



www.iowadot.gov

Office of Vehicle & Motor Carrier Services
PO Box 10382 | Des Moines, IA 50306-0382
Phone: 515-237-3268 | Fax: 515-237-3225

This is a Non-Expiring Permit

Motor Carrier Non-Expiring Permit

Type(s) of Authority:

Other Property

Name: Vanish LLC
Doing Business As: Storm Lake Towing & Recovery
Address: 109 W 5TH ST.
City: STORM LAKE
State: IA
Initial Issue Date: 5/8/2018 9:00:41 AM
US DOT Number: 2727926

Permit is to be carried in the vehicle.

This Permit is non-expiring as long as the carrier is in compliance with 325A of the Iowa Code and Chapter 524 of the Administrative Rules.

A copy of this Permit must be carried in each motor vehicle operating under the carrier's Iowa intrastate authority and must be made available for inspection upon request. Failure to do so is a violation and subject to penalty.

The original Permit should be kept in the carrier's office in the event the copy carried in the vehicle is lost or stolen. Duplicate Permits are available from the Iowa DOT - Office of Motor Carrier Services upon payment of the \$25 fee.

Marking the Motor Vehicle

The carrier's USDOT Number is the Intrastate authority Permit number. Motor Carrier's operating **intrastate only** must display the following:

Name of Motor Carrier
USDOT Number followed by IA

Motor Carrier's operating **both intrastate and interstate** must display the following:

Name of Motor Carrier
USDOT Number

Lettering shall be on both sides of the vehicle and visible from a distance of at least 50 feet and in a color contrasting the background.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/21

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 HERITAGE FINANCIAL SERVICES 115 EAST MAIN ST ANTHON, IA 51004 Phone: 712-454-5718	CONTACT NAME: DOUG SVENDSEN		
	PHONE (A/C, No, Ext): 712-454-5718	FAX (A/C, No):	
	E-MAIL ADDRESS: dsvendsen@heritagebankna.com		
INSURED VANISH, INC DBA STORM LAKE TOWING & RECOVERY 109 WEST 5TH STORM LAKE IA 50588	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: PROGRESSIVE		
	INSURER B: TRAVELERS		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

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			03295583-3	09/26/2020	09/26/2021	EACH OCCURRENCE	\$ 1000000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
							MED EXP (Any one person)	\$ 5000
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
A	AUTOMOBILE LIABILITY			03295583-3	09/26/2020	09/26/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB	☐ OCCUR					AGGREGATE	\$
		☐ CLAIMS-MADE						\$
	DED		RETENTION \$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			14-10804-17275	10/02/2020	10/02/2021	☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N					E.L. EACH ACCIDENT	\$ 500000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500000
							E.L. DISEASE - POLICY LIMIT	\$ 500000
A	GARAGEKEEPERS	x	x	03295583-3	09/26/2020	09/26/2021		300000
	ON HOOK	x						100000

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

LOCATIONS 231 W. MILWAUKEE STORM LAKE IOWA 505088
1121 NORTH LAKE AVE, STORM LAKE IOWA 50588
CITY OF STORM LAKE ADDED AS ADDITIONAL INUSRED ON GL, AUTO, GARAGEKEEPERS & ON HOOK AND REPOSSESSION

CERTIFICATE HOLDER

CANCELLATION

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

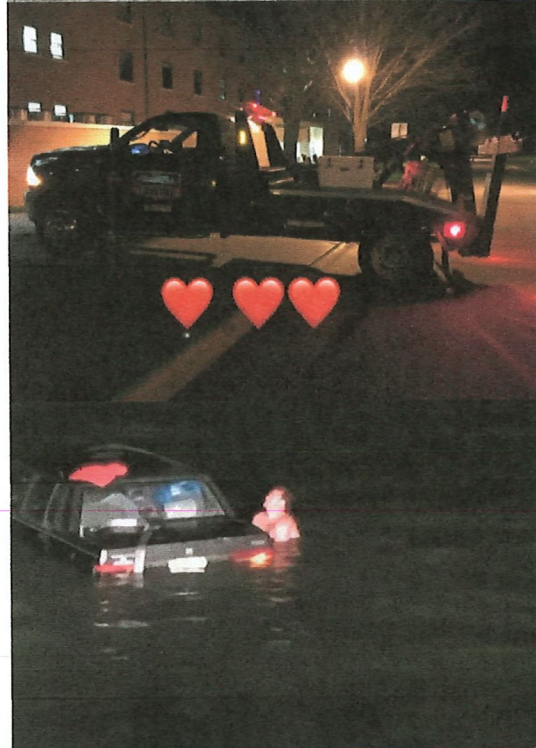
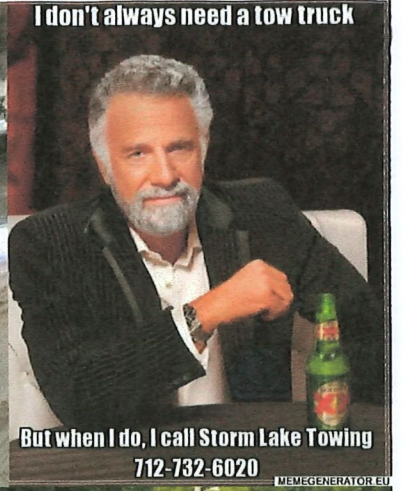
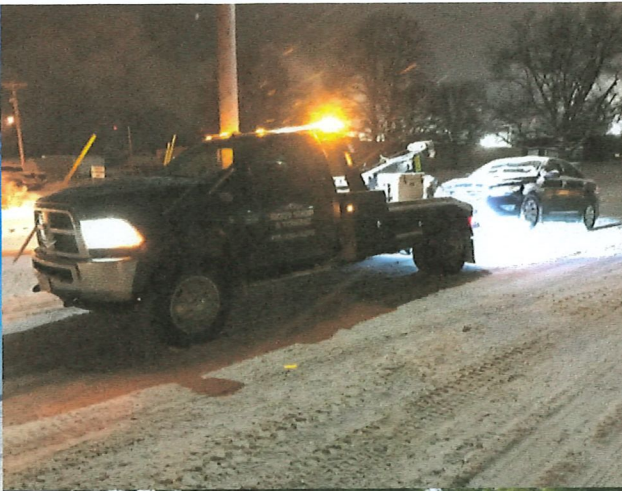
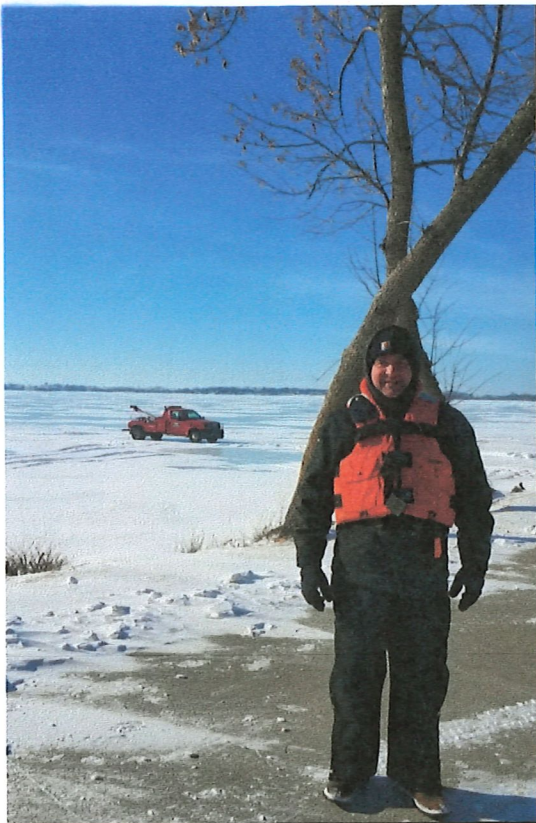
AUTHORIZED REPRESENTATIVE

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If it can be towed, we can tow it.









**CITY OF STORM LAKE
PRIMARY TOWING SERVICE CONTRACT
FY2021-FY2022**

ISSUING AGENCY: City of Storm Lake, Iowa

CONTRACTOR: Storm Lake Towing

The Contractor agrees to meet, maintain, and perform all services and to comply with all terms and conditions as set forth herein.

The Contract shall be effective as of 12:01 A.M. July 1, 2021, and subject to the foregoing provisions herein shall continue in effect until Midnight, June 30, 2022.

The Contractor agrees that information regarding towing for the City of Storm Lake shall be treated as confidential and contractor shall not release any photos, communication, or correspondence relating to City of Storm Lake tows.

TECHNICAL STANDARDS

The Contractor shall have available at all times sufficient equipment to perform all services required on a timely and responsible basis. All equipment must be owned or exclusively leased by the Contractor. All equipment must be modern, commercially manufactured and in good mechanical condition, and shall be subject to inspection at all times during the term of the Contract. No vehicle of the Contractor shall be used as an emergency vehicle. The Contractor agrees to have no markings on vehicles, buildings or correspondence that indicate or tend to suggest any official relationship between the Contractor and the City of Storm Lake. All towing vehicles must be equipped with two-way radios or telephone communication with a range extending to the Storm Lake city limits. Radios shall not be tuned to any police frequency.

INSURANCE AND AMOUNTS

- a. \$1,000,000 General Liability with "The City of Storm Lake added as additional insured and a waiver of subrogation included"
- b. \$1,000,000 Combined Single Limit for Auto Liability "The City of Storm Lake added as additional insured and a waiver of subrogation included"
- c. Workers compensation \$500,000 each accident, \$500,000 each employee and \$500,000 policy limit if company is not owner-operated
- d. \$25,000 Garage Keepers Liability "The City of Storm Lake added as additional insured and a waiver of subrogation included"
- e. \$25,000 On-Hook Liability "The City of Storm Lake added as additional insured and a waiver of subrogation included"

INDEMNITY AND HOLD HARMLESS AGREEMENT:

The Contractor hereby agrees to defend, indemnify and hold the City, its officers, agents, and employees, harmless against:

- a. Any and all losses and liabilities for claims for personal injury, death, or property damage made against the City, its officers, agents, or employees, arising out of, or as a consequence of, any work performed under the Contract.
- b. Any and all expenses related to claims or lawsuits resulting from such claims, including court costs and attorney(s) fees.
- c. Any and all penalties and damages incurred by the City by reason of the Contractor's failure to obtain any permit and license under, or failure to comply with any applicable laws, ordinances or regulations.

PERSONNEL:

The Contractor shall have available sufficient qualified personnel for the operation of the required wreckers as specified. Each driver shall have a current valid driver's license appropriate for the vehicle being operated, and be valid to drive in the State of Iowa. The Contractor agrees that the owners of the company or the officers of the company, if a corporation, shall be responsible for the acts of their employees while on duty.

RESPONSE TIME:

The Contractor shall provide a 24-hour per day, 7-day per week, towing service. The Contractor shall have a wrecker at the destination requested not more than twenty (20) minutes from the time that the towing firm receives a call. The Contractor shall have 24-hour per day, 7-day per week, radio or telephone communications. Answering phone services are not permitted. If service is not provided within the specified time, the City shall have the right to make other arrangements with the Secondary Tow Service.

COMPENSATION:

- a. Charges for towing shall be forwarded monthly to the Police Department for payment and such invoices shall identify the vehicle towed and the location from which the vehicle was towed. Tow fees are as follows:
Motorcycles/Cars/Trucks/Vans- \$100.00
- b. The City shall be responsible for payment of towing services. Payment will occur after the City Council has approved the list of invoices at their regular City Council Meeting. City Council Meetings are held on the 1st and 3rd Monday's of each month.

NON-EXCLUSIVENESS OF SERVICES:

The owner or person in possession of any vehicle that has been involved in an accident or whose vehicle has been incapacitated in any other manner shall be given the opportunity of contacting a wrecker or tow truck company of the owner or person's own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. The owner or person in possession shall further be given the opportunity of having such vehicle towed to a garage or compound other than that of the Contractor.

SERVICE:

The Contractor shall furnish towing service for the removal of vehicles for Police Impound Tows, Multiple Tow Capability, Vehicle Accident Tows, Snow Emergency Response, Snow Removal Tows, and Crime Scene Tows.

Such service shall be available on a 24-hour per day, 7-day per week, basis and shall require a minute or less response time 95% of the time.

OTHER INTERESTS:

The Contractor shall not, in the performance of this Contract, favor any automobile or truck body shop, or paint shop businesses. The Contractor hereby represents that it has no connection, association, affiliation or financial interest in any automobile or truck body shop or paint shop business. If the Contractor acquires any financial interest in such a business after the Contract has been awarded, the Contractor shall notify the City immediately in writing. A violation of this provision during the term of the Contract shall be grounds for immediate termination of this Contract.

COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS:

The Contractor shall comply with all applicable local, state, and federal laws.

NON-ASSIGNABILITY AND SHAREHOLDERS:

This Contract shall not be assignable.

TERMINATION:

This Contract may be terminated for any failure of the Contractor to comply with the material requirements hereof. In such event, the Contractor shall be given written notice of the intent to terminate this Contract and the Contractor shall then have ten (10) days from the date of the notice to cure such deficiency to the complete satisfaction of the City. In the event the Contractor fails to cure such deficiency within such time, this Contract shall stand terminated.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

STORM LAKE TOWING

By: _____
Tyson Rice, Owner

Date

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

Date

ATTEST:

Nelda Kirkholm, Deputy City Clerk

Date

Staff Summary

6/7/2021

Agenda Item # 4.



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

REPORT TO: Honorable Mayor and City Council

FROM: Tyler Gibbins, Staff Accountant

SUBJECT: **Motion Considering Selection of Bolton & Menk for Professional Services of the 2021 Additional Cabin(s) Construction**

BACKGROUND: In February 2021, the city issued a Notice of Request for Qualifications for the construction of additional sunrise cabin(s). The responses were due by April 9th, 2021 and three timely responses from qualified engineering firms were received which included: Bolton & Menk, Haila, and ISG.

Responses received were thoughtfully, carefully, and thoroughly received by a six member team. Consideration to each response in order to make a recommendation as to which firm would be the best fit to provide professional services for the completion of the construction of additional sunrise cabin(s) for the City. The Scoring matrix is included in this summary.

Based on the scoring rankings, Bolton & Menk is recommended as the best firm suited to provide the professional services related to the construction of additional sunrise cabin(s). Following approval of the recommendation, City Staff will negotiate an agreement with the company for approval by City Council at a future Council Meeting.

FISCAL IMPACT: Agreement to be negotiated for future Council Consideration

RECOMMENDATION: Approve the selection of Bolton & Menk for professional services related to the 2021 Additional Sunrise Cabin Construction and direct staff to negotiate an agreement with Bolton & Menk for Professional Services.

ATTACHMENTS:

Description	Type
☐ Notice	Backup Material

- RFQ
- Scoring

Backup Material
Backup Material

REQUEST FOR QUALIFICATIONS

Engineering Services related to the construction of additional Sunrise Cabins

Proposal Due Date: April 9th, 2021
Published Notice of Request for Qualifications

Storm Lake Sunrise Cabins

The City of Storm Lake is now accepting requests for qualifications for consulting services from qualified firms to provide design, bidding, and construction services related to the construction of additional Sunrise Cabins within the City of Storm Lake.

Request for Qualification documents are available from the City Clerk's Office, 620 Erie Street, PO Box 1086, Storm Lake, IA 50588 or by email request: cityclerk@stormlake.org.

The City of Storm Lake reserves the right to reject any or all responses; or to accept or reject the whole or any part of the response; or to waive any informality or technicality in the interest of Storm Lake. All responses must be submitted before the **Submittal Deadline** which is **3:00 p.m. on April 9th, 2021**.

For Further information, please contact Tyler Gibbins at 712-732-8000 or by email at gibbins@stormlake.org.

Published on www.stormlake.org on February 5th, 2021.

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
CITY OF STORM LAKE, IA
February 2021**

General Information

The purpose of these solicitation document is to execute a Professional Services Contract for proposals for engineering services for the construction of 2021 Storm Lake Sunrise Cabins. The proposed project involves design, bidding and construction management of additional cabins located at 1001 Sunrise Road.

Two (2) complete sets of RFQs shall be submitted in a sealed envelope. Once submitted, RFQs become the property of the City of Storm Lake and as such the City reserves the rights to use any ideas contained in any RFQ whether that respondent/firm is selected.

Right to Reject/Award

The City of Storm Lake reserves the right to reject any or all RFQs, to waive any or all informalities or technicalities, and to make such awards of contract as may be deemed best and most advantageous to the City of Storm Lake.

Past Performance

Respondents past performance shall be taken into consideration in the evaluation of RFQ submittal.

Award

Respondents are advised that the City of Storm Lake is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Storm Lake is best qualified.

Response Deadline

Responses to the RFQ must be addressed to City Clerk's Office, PO Box 1086, 620 Erie Street, Storm Lake, Iowa 50588 by April 9th, 2021 no later than 3:00 p.m. for consideration.

RFQs which do not comply with these requirements may be rejected at the option of the City.

Scope of Services:

The selected firm(s) shall provide services for the projects listed below:

1. Construction of 2021 Storm Lake Sunrise Cabins

Engineering services provided by the selected firm(s) may include, but may not be limited to:

- Pre-Design development and cost estimating
- Final design
- Preparation of plans, specifications, and estimates
- Review and check plans
- Prepare environmental reports
- Coordination with utility agencies, consultants, and other public agencies
- Organization, participating and presentations at meetings held by City Staff, the City Council, neighborhood groups, and other stakeholders
- Preparation of preliminary documents, plans and/or reports responding to City and other stakeholder comments
- Preparation of handouts and graphical displays for public meeting
- Construction management inspections

Submittal Requirements

The RFQ must be submitted according to the instructions outlined herein. Each response should include at a minimum the following items:

1. Transmittal letter – Indicate your firm's interest in performing engineering services for and the commitment to perform services for the City of Storm Lake, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ and who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect.
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing similar engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City.
3. Team Member Qualifications and Experience - Submit resumes summarizing qualification and experience of project manager, key staff, and support staff likely to be assigned to the work.
4. References – Provide at least three references from recent similar work and list all past projects with the City of Storm Lake. Include a brief description of the projects associated with the reference and the role of the individual.

5. Presentation- Each firm must submit two (2) bound copies of the RFQ. A separate cost proposal should be included in a separate envelope but accompany the RFQ.

Selection Process

The Selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on a 100 point rating scale based on the following criteria.

- | | |
|--|-----------|
| • Overall Qualification of Team | 30 points |
| • Previous Experience with City | 30 points |
| • Ability to meet schedule and deadlines | 30 points |
| • Stability and References | 10 points |

The City may select one (1) firm to provide services based on this evaluation or it may choose to follow-up with an interview if necessary. This process will result in the selection of a firm to provide services. The City reserves the right to reject any and all RFQs for any reason whatsoever. The City may waive informality or irregularities in the RFQs received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQs.

City Contact

If you should have any questions regarding the preparation of the RFQ contact Ms. Mayra Martinez, City Clerk, at 712-732-8000 or at martinez@stormlake.org.

Responses to the RFQ must be addressed to the City Clerk's Office, City of Storm Lake, and received at City Hall at PO Box 1086, 620 Erie Street, Storm Lake, Iowa 50588 by **April 9th, 2021 no later than 3:00 pm**. Two (2) complete sets of the response no larger than 15 bound pages must be submitted no later than this date and time. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for Engineering Services for the construction of 2021 Storm Lake Sunrise Cabins. A separate cost proposal should be included in a separate envelope but accompany the RFQ.

2021 Additional Cabin Construction
Selection of Engineering Firm
Scoring Matrix
May 6th, 2021

Bolton & Menk	Points	1	2	3	4	5	6	Average
Overall Qualification of Team	30	20	30	20	28	28	30	26
Previous Experience with The City	30	28	30	25	29	30	30	29
Ability to Meet the Schedules & Deadlines	30	25	15	25	29	28	25	25
Overall Stability & Reference Referrals	10	5	10	10	10	10	10	9
Total	100	78	85	80	96	96	95	88

Haila	Points	1	2	3	4	5	6	Average
Overall Qualification of Team	30	20	15	25	22	25	25	22
Previous Experience with The City	30	20	0	10	20	0	0	8
Ability to Meet the Schedules & Deadlines	30	25	30	25	20	25	20	24
Overall Stability & Reference Referrals	10	4	10	10	10	8	9	9
Total	100	69	55	70	72	58	54	63

ISG	Points	1	2	3	4	5	6	Average
Overall Qualification of Team	30	26	10	25	26	25	25	23
Previous Experience with The City	30	28	15	25	25	25	25	24
Ability to Meet the Schedules & Deadlines	30	20	15	25	25	25	25	23
Overall Stability & Reference Referrals	10	9	10	10	10	9	7	9
Total	100	83	50	85	86	84	82	78

Staff Summary

6/7/2021

Agenda Item # 5.



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

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building Official

SUBJECT: **Resolution No. 82-R-2020-2021 Approve Change Order No. 1 for the Memorial Lift Station Project.**

BACKGROUND: This agenda item requests approval for a change order for the Memorial Lift Station project.

The change order increase addresses several issues that have come up in the project.

- During the design phase of the project, it was understood that the sluice valve that controls flow from one side of the wet wells to the other was operational. It has been determined that it is actually stuck in the open position. Not being able to close this valve limits the ability of the Wastewater Staff to control the flows and operations of the lift station.
- The access hatches were larger than anticipated at the time of design due to the fact that they were covered at the time design drawings were being developed and the actual size is six inches larger than the standard size that was expected. The existing hatches are deteriorated, leak, and are not up to current safety standards.
- In order to prevent an airlock situation from occurring or having an issue with air being trapped at the top of the 24 inch cast iron force main, it is recommended that an air release valve being installed in the new valve vault that is being constructed as apart of this project. Allowing the force main to have air on the top of the pipe can cause the cast iron force main to prematurely corrode due to the elevated levels of Hydrogen Sulfide present in wastewater which is corrosive to metals.
- The current sump pump that is located in the basement of the lift station needs to have the outlet elevated so that it discharges above the normal sewage level of the wet well to

permit easier maintenance and to prevent sewage from going into the basement in the case of piping or check valve failure.

ISG has reviewed the proposal and recommends approval of the change order. I have attached their recommendation and the cost of the change order for your review.

FISCAL IMPACT:

Total price of the change order is \$23,612.00, which includes \$12,990 for the cost of the sluice gate valve, \$2,735 for the increase for larger access hatches and safety railings, \$5,519.00 for the new air release valve, and \$2,368.00 for the cost of correcting the sump pump discharge from the basement.

RECOMMENDATION:

Approve Resolution No. 82-R-2020-2021, change order No. 1 for the Memorial Lift Station Project.

ATTACHMENTS:

Description	Type
☐ Resolution No. 82-R-2020-2021	Resolution
☐ Letter of Recommendation - Memorial Lift Station	Letter
☐ Change Order No. 1 - Memorial Lift Station	Change Order
☐ Pay Application #1 - Memorial Lift Station	Backup Material

RESOLUTION NO. 82-R-2020-2021

RESOLUTION ADOPTING CHANGE ORDER NO. 1 FOR THE MEMORIAL LIFT STATION PROJECT

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the Memorial Lift Station Project; and

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

WHEREAS, a contract in the amount of \$2,076,000.00 was awarded to Gridor Construction for the project; and

WHEREAS, Change Order No. 1 increased the project cost in the amount of \$23,612.00.

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

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

PASSED AND APPROVED this 7th day of June, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

MAY 14, 2021

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



RE: Change Order No. 1 – Letter of Recommendation
Memorial Lift Station Improvements

Dear Mr. Olesen,

As construction has commenced on the Memorial Lift Station project there have been some additional issues identified that require minor changes from the original design plans. Below is a summary of those items:

1. During the design phase, ISG was informed that the sluice gate valve between the normal flow and high flow wet wells was operable. This valve controls the flow of water between the wet wells and dictates whether the normal flow pumps operate, or whether the larger storm flow pumps operate. During construction it was determined the valve is stuck in the open position, which doesn't allow the City's operations staff to control the flow of water. It has been requested by City Staff and is recommended by ISG to replace the sluice gate valve at a cost of \$12,990.00 to give operators better control of the lift station pumps and wet wells. Gridor Construction has requested 5 additional days be added to the construction contract to complete this work.
2. The scope of work for the lift station renovation includes the replacement of several access hatches due to age, they leak during wet weather events and don't have access safety railings that meet current safety standards. During the design phase, one of the hatches was covered with a large concrete slab, and two hatches were sealed off with a plastic liner material aimed at reducing leakage into the lift station. This made it difficult to obtain precise size measurements. Once construction commenced and the structures were uncovered, the openings were approximately 6" larger than the standard size expected. This proposed change order of \$2,735.00 would increase the size of the hatches and associated railing systems to match the existing conditions.
3. In the original lift station and forcemain design, the 24" forcemain included air relief valves at high points in the pipeline corridor. The air relief valve located nearest the lift station was removed at some point, which can potentially create an air-lock condition in the pipe. ISG recommends installing a new air relief valve inside the planned valve vault structure to provide a location for any accumulated sewer gasses to properly ventilate from the forcemain. The additional cost to add the air relief valve and mounting flange is \$5,519.00. Gridor Construction has requested 1 additional day be added to the construction contract to complete this work.
4. City staff has requested that the Contractor raise the existing sump pump discharge from the basement pump room at a point into the wet well that is above the sewage operating level to allow easier future maintenance. The additional cost for this work is \$2,368.00 and Gridor Construction has requested 1 additional day be added to the construction contract.

As outlined above, ISG recommends that the City of Storm Lake consider accepting Change Order No. 1 to improve the overall scope of the project. Please don't hesitate to reach out to us with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Grafft", is positioned above the printed name.

Tom Grafft
Tom.Grafft@ISGInc.com

Encl: Change Order No. 1

Date of Issuance: May 13, 2021

Effective Date: June 7, 2021

PROJECT:	MEMORIAL LIFT STATION IMPROVEMENTS	ENGINEER'S PROJECT NUMBER:	19-22797
OWNER:	CITY OF STORM LAKE	DATE OF CONTRACT:	December 7, 2020
CONTRACTOR:	GRIDOR CONSTRUCTION, INC.	OWNER'S CONTRACT NUMBER:	

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

Description:

COR 1 : Full scope of Change Order Request 01. See below for Summary.
- Replace inoperable 36" sluice gate valve with floor stand and operator.

COR 2 : See below for Summary.
- Revised access hatch and safety railing dimensions to match existing.

SI 01 : Full scope of SI01. See below for summary.
- Added air release valve and blind flange on 24x12 tapping sleeve.

COR 6: Full scope of Change Order Request 06 to raise the sump pump discharge height.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
----------------------------------	----------------------------------

Original Contract Price:

\$2,076,000.00

(Increase) (Decrease) from previously approved

Change Orders Number 0 to 1

\$0.00

Contract Price prior to this Change Order:

\$2,076,000.00

Increase of this Change Order:

\$23,612.00

Contract Price Incorporating this Change Order:

\$2,099,612.00

Original Contract Times: ☐ Working Days ☒ Calendar Days

Substantial Completion dates: November 26th, 2021
Ready for Final Payment dates: December 27th, 2021

(Increase) (Decrease) from previously approved

Change Orders Number 0 to 1

Substantial Completion dates: November 26th, 2021
Ready for Final Payment dates: December 27th, 2021

Contract Times prior to this Change Order:

Substantial Completion dates: November 26th, 2021
Ready for Final Payment dates: December 27th, 2021

Increase of this Change Order:

Substantial Completion days: 7
Ready for Final Payment days: 7

Contract Times with all approved Change Orders:

Substantial Completion date: December 7th, 2021
Ready for Final Payment date: January 5th, 2022

RECOMMENDED:

I+S Group, Inc.

By:

Engineer (Authorized Signature)

Date:

5/14/2021

ACCEPTED:

City of Storm Lake

By:

Owner (Authorized Signature)

Date:

ACCEPTED:

Gridor Construction, Inc.

By:

Contractor (Authorized Signature)

Date:

5/13/21

Contractor's Application for Payment No. 1

Project:	Memorial Lift Station Improvements	From (Contractor):	Gridor Construction, Inc.	Application Date:	5/13/2021
To (Owner):	City of Storm Lake, Iowa	Owner's Project No.:		Period From:	12/17/2020
Via (Engineer):	ISG	Engineer's Proj. No.:	19-22797	Period To:	5/13/2021

1. ORIGINAL CONTRACT PRICE.....	\$	2,076,000.00
2. Net change by Change Orders.....	\$	0.00
3. Current Contract Price (Line 1 + 2).....	\$	2,076,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	491,032.00
5. RETAINAGE:		
a. 5% X \$365,720.00 Work Completed.....	\$	18,286.00
b. 5% X \$125,312.00 Stored Material.....	\$	6,265.60
c. Less Total Retainage Released Early.....	\$	0.00
d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	24,551.60
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	466,480.40
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	0.00
8. AMOUNT DUE THIS APPLICATION.....	\$	466,480.40
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	1,609,519.60

No.	Date Approved	Additions	Deductions
TOTALS		\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS			\$0.00

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: 	Date: 5/13/21
---	---------------

Payment of	\$	466,480.40
		(Line 8 or other - attach explanation of the other amount)

is recommended by:  5/14/2021
(Engineer) (Date)

Payment of	\$	466,480.40
		(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Memorial Lift Station Improvements - Storm Lake, IA

Gridor Constr., Inc.

Item No.	B Description of Work	C Scheduled Value	D	E		F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
			From Previous Application	Work Completed This Period					
				Percent	Amount				
Division 1									
1.001	Mobilization	\$100,000		50%	\$50,000		\$50,000	50.0%	\$50,000
1.002	Bonds & Insurance	\$30,000		100%	\$30,000		\$30,000	100.0%	\$0
1.003	Record Drawings	\$1,000					\$0	0.0%	\$1,000
Subtotal for	Division 1	\$131,000			\$80,000		\$80,000	61.1%	\$51,000
							check	\$80,000	
Division 2									
2.001	Demolition	\$50,000		35.00%	\$17,500		\$17,500	35.0%	\$32,500
Subtotal for	Division 2	\$50,000	\$0		\$17,500	\$0	\$17,500	35.00%	\$32,500
							check	Check	\$17,500
Division 3									
3.001	Reinforced Cast-in-Place Concrete	\$60,000		33.00%	\$19,800		\$19,800	33.0%	\$40,200
3.002	Reinforcing Steel Material	\$15,000		33.00%	\$4,950	\$5,100	\$10,050	67.0%	\$4,950
3.003	Reinforcing Steel Installed	\$15,000		33.00%	\$4,950		\$4,950	33.0%	\$10,050
3.004	Concrete Repair	\$20,000					\$0	0.0%	\$20,000
Subtotal for	Division 3	\$110,000	\$0		\$29,700	\$5,100	\$34,800	31.64%	\$75,200
							check	Check	\$34,800
Division 4									
4.001	Masonry	\$18,000					\$0	0.0%	\$18,000
Subtotal for	Division 4	\$18,000	\$0.00		\$0	\$0	\$0	0.00%	\$18,000
							check	Check	
Division 5									
5.001	Misc Metals	\$100,000				\$68,075	\$68,075	68.1%	\$31,925
5.002	Light Guage Steel Framing	\$6,000					\$0	0.0%	\$6,000
Subtotal for	Division 5	\$106,000	\$0		\$0	\$68,075	\$68,075	64.22%	\$37,925
							check	Check	
Division 6									
6.001	Rough Carpentry	\$5,000					\$0	0.0%	\$5,000

Memorial Lift Station Improvements - Storm Lake, IA

Gridor Constr., Inc.

Item No.	B Description of Work	C Scheduled Value	D	E		F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
			From Previous Application	Work Completed This Period					
				Percent	Amount				
6.002	Fiberglass Grating	\$21,000					\$0	0.0%	\$21,000
Subtotal for	Division 6	\$26,000	\$0.00		\$0	\$0	\$0	0.00%	\$26,000
checkCheck									
Division 7									
7.001	Spray Applied Thermal & Acoustical Insulation	\$41,000					\$0	0.0%	\$41,000
7.002	Roofing	\$20,000					\$0	0.0%	\$20,000
7.003	Joint Sealants	\$7,000					\$0	0.0%	\$7,000
Subtotal for	Division 7	\$68,000	\$0.00		\$0	\$0	\$0	0.00%	\$68,000
checkCheck									
Division 8									
8.001	Hollow Metal Door, Frame & Hardware	\$8,000					\$0	0.0%	\$8,000
8.002	Floor Access Hatch	\$21,000				\$17,379	\$17,379	82.8%	\$3,621
8.003	Sectional Steel Overhead Doors	\$3,000					\$0	0.0%	\$3,000
Subtotal for	Division 8	\$32,000	\$0		\$0	\$17,379	\$17,379	54.31%	\$14,621
checkCheck\$17,379									
Division 9									
9.001	Gypsum Board Assemblies	\$9,000					\$0	0.0%	\$9,000
9.002	Resilient Flooring	\$3,000					\$0	0.0%	\$3,000
9.003	Coatings	\$265,000					\$0	0.0%	\$265,000
Subtotal for	Division 9	\$277,000	\$0.00		\$0	\$0	\$0	0.00%	\$277,000
checkCheck									
Division 22 & 23									
22.001	Plumbing & HVAC	\$242,000		36.00%	\$87,120		\$87,120	36.0%	\$154,880
Subtotal for	Division 22 & 23	\$242,000	\$0.00		\$87,120	\$0	\$87,120	36.00%	\$154,880
checkCheck\$87,120									
Division 26									
26.001	Electrical & Supervisory Controls	\$460,000		14.00%	\$64,400		\$64,400	14.0%	\$395,600
Subtotal for	Division 26	\$460,000	\$0.00		\$64,400	\$0	\$64,400	14.00%	\$395,600

Memorial Lift Station Improvements - Storm Lake, IA

Gridor Constr., Inc.

Item No.	B Description of Work	C Scheduled Value	D	E		F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
			From Previous Application	Work Completed This Period					
				Percent	Amount				
check			Check		\$64,400				
Division 31									
31.001	Site Grading	\$5,000					\$0	0.0%	\$5,000
31.002	Excavation & Fill	\$35,000		50.00%	\$17,500		\$17,500	50.0%	\$17,500
31.003	Bypassing	\$50,000					\$0	0.0%	\$50,000
31.004	Storm Water Management & Erosion Control	\$7,000		50.00%	\$3,500		\$3,500	50.0%	\$3,500
Subtotal for	Division 31	\$97,000	\$0.00		\$21,000	\$0	\$21,000	21.65%	\$76,000
check			Check		\$21,000				
Division 33									
33.001	Valve Vault	\$13,000					\$0	0.0%	\$13,000
33.002	Exterior Piping	\$5,000		100.00%	\$5,000		\$5,000	100.0%	\$0
Subtotal for	Division 33	\$18,000	\$0.00		\$5,000	\$0	\$5,000	27.78%	\$13,000
check			Check		\$5,000				
Division 40									
40.001	Process Piping & Valves	\$210,000				\$34,758	\$34,758	16.6%	\$175,242
40.002	Process Piping Hangers & Supports	\$15,000					\$0	0.0%	\$15,000
40.003	Hydrastop	\$61,000		100.00%	\$61,000		\$61,000	100.0%	\$0
Subtotal for	Division 40	\$286,000	\$0		\$61,000	\$34,758	\$95,758	33.48%	\$190,242
check			Check		\$95,758				
Dvision 45									
43.001	Drypit Submersible Pumps	\$155,000					\$0	0.0%	\$155,000
Subtotal for	Dvision 45	\$155,000	\$0.00		\$0	\$0	\$0	0.00%	\$155,000

Grand Total

\$2,076,000

\$0

\$365,720

\$125,312

491,032

23.65%

\$1,584,968

Memorial Lift Station Improvements

Stored Materials & Equipment Summary

Grider Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313



Pay Req. No. 1
Period Ending: 5/13/2021

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
Grand Totals		\$0								
1.001	Mobilization									
1.002	Bonds & Insurance									
1.003	Record Drawings									
Subtotal for	Division 1	\$0								

Division 2										
2.001	Demolition									
Subtotal for	Division 2	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0

Division 3										
3.001	Reinforced Cast-in-Place Concrete									
3.002	Reinforcing Steel Material			\$7,645	Harris Rebar	\$7,645		\$2,545	\$2,545	\$5,100
3.003	Reinforcing Steel Installed									
3.004	Concrete Repair									
Subtotal for	Division 3	\$0	\$0	\$7,645		\$7,645	\$0	\$2,545	\$2,545	\$5,100

Division 4										
4.001	Masonry									
Subtotal for	Division 4	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0

Division 5										
5.001	Misc Metals			\$68,075	Breuer Metal	\$68,075				\$68,075
5.002	Light Gauge Steel Framing									
Subtotal for	Division 5	\$0	\$0	\$68,075		\$68,075	\$0	\$0	\$0	\$68,075

Division 6										
6.001	Rough Carpentry									
6.002	Fiberglass Grating									
Subtotal for	Division 6	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0

Division 7										
7.001	Spray Applied Thermal & Acoustical Insulation									
7.002	Roofing									
7.003	Joint Sealants									
Subtotal for	Division 7	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0

Division 8										
8.001	Hollow Metal Door, Frame & Hardware									
8.002	Floor Access Hatch			\$17,379	Hvalstrom	\$17,379				\$17,379
8.003	Sectional Steel Overhead Doors									
Subtotal for	Division 8	\$0	\$0	\$17,379		\$17,379	\$0	\$0	\$0	\$17,379

Division 9										
9.001	Gypsum Board Assemblies									
9.002	Resilient Flooring									

Memorial Lift Station Improvements

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3890 27th Street SE
Buffalo, MN 55313



Pay Req. No. 1
Period Ending: 5/13/2021

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
9.003	Coatings									
Subtotal for	Division 9	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0

Division 22 & 23										
22.001	Plumbing & HVAC									
Subtotal for	Division 22 & 23	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0

Division 26										
7.001	Electrical & Supervisory Controls									
Subtotal for	Division 26	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0

Division 31										
31.001	Site Grading									
31.002	Excavation & Fill									
31.003	Bypassing									
31.004	Storm Water Management & Erosion Control									
Subtotal for	Division 31	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0

Division 33										
33.001	Valve Vault									
33.002	Exterior Piping									
Subtotal for	Division 33	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0

Division 40										
40.001	Process Piping & Valves			\$34,758	Core & Main	\$34,758				\$34,758
40.002	Process Piping Hangers & Supports									
40.003	Hydrastop									
Subtotal for	Division 40	\$0	\$0	\$34,758		\$34,758	\$0	\$0	\$0	\$34,758

Division 45										
43.001	Drypit Submersible Pumps									
Subtotal for	Division 45	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0

Grand Totals	\$0	\$0	\$127,857		\$127,857	\$2,545	\$2,545	\$125,312
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Staff Summary

6/7/2021

Agenda Item # 6.



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

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building Official

SUBJECT: **Resolution No. 83-R-2020-2021 Approving Change Order No. 4 for the 4th & Barton Storm Water Project**

BACKGROUND: This agenda item requests approval for a change order for the 4th & Barton storm water project. Nine NRDC-HUD funded projects have been approved which reduce sewer backups in homes and avoid the release of untreated wastewater into the environment.

City staff has expressed concern of the sidewalk ramp slope in the northwest corner of the intersection of 4th Street and Barton Street. After discussion among the landowner, engineer, and City Staff, the affected parties agreed that a lesser slope on the ramp due to its proximity to Methodist Manor would be preferable to ensure safety during winter weather. ISG supports this decision, and the resulting Change Order No. 4 will regrade the ramp, removing sidewalk further north. The existing decorative retaining wall will be removed and rebuilt once the new grade is formed.

FISCAL IMPACT: The cost of this Change Order is \$8,038.00, which increases the total contract price to \$637,468.10. As this is a CDBG funded project, the City of Storm Lake's portion of the change would be 25% of the total cost (\$2,009.50).

RECOMMENDATION: Approve Resolution 83-R-2020-2021 Approving Change Order No. 4 for the 4th & Barton Street Project

ATTACHMENTS:

Description	Type
☐ Resolution No. 83-R-2020-2021	Resolution
☐ Engineer's Recommendation	Backup Material
☐ Change Order No. 4	Change Order

RESOLUTION NO. 83-R-2020-2021

**RESOLUTION ADOPTING CHANGE ORDER NO. 4 FOR THE 4th & BARTON
STORM SEWER PROJECT**

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the 4th & Barton Storm Sewer Project; and

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

WHEREAS, a contract in the amount of \$591,582.60 was awarded to Healy Excavating for the project; and

WHEREAS, Change Order No. 2 increased the project cost in the amount of \$33,419.50 for a total contract amount of \$625,002.10; and

WHEREAS, Change Order No. 3 increased the project cost in the amount of \$4,428.00 to the contract for a total contract amount of \$629,430.10.

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

Section 1. To approve Change Order No. 4 to the contract for an increase of \$8,038.00 to the contract for a total contact amount of \$637,468.10.

Section 2. That the Mayor and Clerk are hereby directed to execute this Change Order No. 4.

PASSED AND APPROVED this 7th day of June, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

JUNE 1, 2021

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



RE: Change Order No. 4 – Letter of Recommendation

 4th and Barton Storm Sewer Improvements

 Storm Lake, IA

Dear Mr. Olesen,

City staff has expressed concern of the sidewalk ramp slope in the northwest corner of the intersection of 4th Street and Barton Street. After discussion among the landowner, engineer, and City Staff, the affected parties agreed that a lesser slope on the ramp due to its proximity to Methodist Manor would be preferable to ensure safety during winter weather. ISG supports this decision, and the resulting Change Order No. 4 will regrade the ramp, removing sidewalk further north. The existing decorative retaining wall will be removed and rebuilt once the new grade is formed.

As outlined above, ISG recommends that the City of Storm Lake consider accepting Change Order No. 4. If you have any questions regarding this change, please don't hesitate to reach out to us at 712.732.7745.

Sincerely,

A handwritten signature in black ink, reading "Amanda Goodenow", with a long, sweeping horizontal line extending to the right.

Amanda Goodenow, PE
Amanda.Goodenow@ISGInc.com

Encl: Change Order No. 4

Date of Issuance: June 1, 2021

Effective Date: Upon Signature

PROJECT: 4th & Barton Storm Sewer Improvements	ENGINEER'S PROJECT NUMBER: 16-19284
OWNER: City of Storm Lake	DATE OF CONTRACT: March 16, 2020
CONTRACTOR: Healy Excavating	OWNER'S CONTRACT NUMBER:

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

Description:

Due to concerns by City staff on the grade of the sidewalk in the northwest corner of the site, the sidewalk will be removed further north to lessen the grade.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
---------------------------	---------------------------

Original Contract Price:

\$591,582.60

Increase from previously approved

Change Orders Number 0 to 3

\$37,847.50

Contract Price prior to this Change Order:

\$629,430.10

Increase of this Change Order:

\$8,038.00

Contract Price Incorporating this Change Order:

\$637,468.10

Original Contract Times: ☐ Working Days ☒ Calendar Days

Substantial Completion (day or dates): October 31, 2020

Ready for Final Payment (day or dates):

(Increase) (Decrease) from previously approved

Change Orders Number to

Substantial completion (day or dates):

Ready for Final Payment (day or dates):

Contract Times prior to this Change Order:

Substantial Completion (day or dates):

Ready for Final Payment (day or dates):

(Increase) (Decrease) of this Change Order:

Substantial Completion (day or dates):

Ready for Final Payment (day or dates):

Contract Times with all approved Change Orders:

Substantial Completion (day or dates):

Ready for Final Payment (day or dates):

RECOMMENDED:

I +S GROUP

By: *Amanda Hood*
Engineer (Authorized Signature)

Date: 6/1/2021

ACCEPTED:

City of Storm Lake

By: *[Signature]*
Owner (Authorized Signature)

Date:

ACCEPTED:

Healy Excavating

By: *[Signature]*
Contractor (Authorized Signature)

Date: 6-1-21

					Amount	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Increase	Decrease
38	REMOVAL OF SIDEWALK	SY	24	\$ 10.75	\$258.00	
40	SIDEWALK, 4" PCC	SY	24	\$ 170.00	\$4,080.00	
77	REGRADING SIDEWALK	LS	1	\$ 700.00	\$700.00	
78	REMOVE & REINSTALL LANDSCAPE BLOCKS	LS	1	\$ 3,000.00	\$3,000.00	
TOTALS					\$8,038.00	\$0.00
NET CHANGE IN CONTRACT PRICE					\$8,038.00	
INCREASE (DECREASE) IN CONTRACT TIME, days						

Justification For Changes:

CO4	Due to concerns by City staff on the grade of the sidewalk in the northwest corner of the site, the sidewalk will be removed further north to lessen the grade.
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Staff Summary

6/7/2021

Agenda Item # 7.



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

REPORT TO: Honorable Mayor and City Council

FROM: Brian Oakleaf, Finance Director

SUBJECT: **Public Hearing On The Authorization Of A Loan Agreement And The Issuance Of Notes To Evidence The Obligation Of The City Thereunder And Resolution No. 84-R-2020-2021 Instituting Proceedings To Take Additional Action**

BACKGROUND: This agenda item will hold a public hearing for the not to exceed \$1,700,000 General Obligation Capital Loan Notes for the Memorial Lift Station Improvement project.

The resolution then serves as a declaration of official intent under the Treasury Regulation 1.150-2 that City Council has held a public hearing for Loan Agreement for the issuance of not to exceed \$1,700,000 General Obligation Loan Notes for the Memorial Lift Station Project and resolves to institute proceedings to take additional action.

FISCAL IMPACT: The cost of the publication for the notice of hearing, this action does not yet indebt the City.

RECOMMENDATION: Open Public Hearing
Accept Comments from the Public
Close Public Hearing
Motion to Adopt Resolution No. 84-R-2020-2021

ATTACHMENTS:

Description	Type
□ Public Hearing Notice	Backup Material
□ Resolution No. 84-R-2020-2021	Resolution

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA, ON THE MATTER OF THE
PROPOSED AUTHORIZATION OF A LOAN AND
DISBURSEMENT AGREEMENT AND THE ISSUANCE OF
NOT TO EXCEED \$1,700,000 GENERAL OBLIGATION
CAPITAL LOAN NOTES FOR AN ESSENTIAL CORPORATE
PURPOSE AND THE PUBLIC HEARING ON THE
AUTHORIZATION AND ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Storm Lake, Iowa, will hold a public hearing on the 7th day of June, 2021, at 5:00 o'clock P.M., in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, City of Storm Lake, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$1,700,000 General Obligation Capital Loan Notes for an essential corporate purpose of the City, in order to pay costs of the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including for the Memorial Lift Station Improvement Plan project. Principal and interest on the proposed Loan and Disbursement Agreement will be payable from the Debt Service Fund.

Due to public health concerns related to COVID-19, the public may access the meeting in person or electronically, pursuant to Iowa Code Section 21.8, as follows:

Telephone:

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

Zoom Meeting ID: 933-2006-3301

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

This Notice is given by order of the City Council of the City of Storm Lake Council, Iowa, as provided by Sections 384.24A and 384.25 of the Code of Iowa, as amended.

Dated this 17th day of May, 2021.

City Clerk, City of Storm Lake, State of Iowa

RESOLUTION NO. 84-R-2020-2021

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL
ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,700,000
GENERAL OBLIGATION CAPITAL LOAN NOTES**

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$1,700,000 General Obligation Capital Loan Notes for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including for the Memorial Lift Station Improvement Plan project, 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, IOWA:

Section 1. That this Council does hereby institute proceedings and takes additional action for the authorization of a Loan and Disbursement Agreement and issuance in the manner required by law of not to exceed \$1,700,000 General Obligation Capital Loan Notes to evidence the obligation thereof for the foregoing purpose.

Section 2. That this Council does hereby consent to the terms and conditions of the SRF Loan Program, which terms and conditions and the disclosures provided with respect thereto are hereby acknowledged, accepted and approved.

Section 3. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2, because the City reasonably expects to reimburse with the proceeds of the Notes, all or a portion of original expenditures incurred in connection with the above purposes.

PASSED AND APPROVED this 7th day of June, 2021.

Michael Porsch, Mayor

ATTEST:

Nelda Kirkholm, Deputy City Clerk

Staff Summary

6/7/2021

Agenda Item # 8.



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

REPORT TO: Honorable Mayor and City Council

FROM: Brian Oakleaf, Finance Director

SUBJECT: **Motion to Approve Contract Extension for Audit Services with Winther Stave & Co. LLP**

BACKGROUND: In 2019 the City sent out requests for proposals to be the Independent Auditors for the City of Storm Lake. The City only received one Proposal: Winther-Stave & Co. from Spencer, Iowa, the only other response being a decline. This firm has completed our most recent audits and City Staff has been pleased with the results.

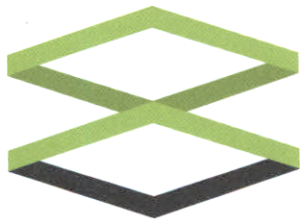
FISCAL IMPACT: The Agreement included a provision for continuing services, with both parties consent, for additional years. This agreement would cover our current fiscal year and two proceeding Audits.

The audit cost for the City, including out-of-pocket expenses will not exceed \$27,950 (a decrease of \$1,250) and the cost for Single Audit Procedures will increase \$500 to \$5,000 total. If non-audit services are required, those expenses will be agreed to beforehand and will be charged at 75% of the Firm's normal consulting fees.

RECOMMENDATION: Approve contract extension with Winther Stave & Co.

ATTACHMENTS:

Description	Type
□ Agreement	Contract



WINTHER STAVE & CO | LLPTM
Certified Public Accountants

1316 West 18th Street
P.O. Box 175
Spencer, Iowa 51301-0175
Phone 712-262-3117
FAX 712-262-3159

www.winther-stave.com

1004 21st Street #4
P.O. Box 187
Milford, Iowa 51351-0187
Phone 712-338-2488
FAX 712-338-2510

May 26, 2021

City of Storm Lake
120 Erie St.
PO Box 1086
Storm Lake, IA 50588

City Council:

We are pleased to confirm our understanding of the services we are to provide for the City of Storm Lake (City) for the years ended June 30, 2021, 2022, and 2023, representing the optional extension for three additional years included in our previous engagement agreement. We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, including the related notes to financial statements, which collectively comprise the basic financial statements of the primary government of the City of Storm Lake as of and for the years ended June 30, 2021, 2022, and 2023.

We have also been engaged to report on supplementary information that accompanies the City's primary government financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the primary government financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements.

1. Combining nonmajor and fiduciary fund financial statements, if applicable.
2. Schedule of indebtedness.
3. Schedule of receipts by source and disbursements by function - all governmental funds.
4. Schedule of expenditures of federal awards, if applicable.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

1. Management's Discussion and Analysis, if you choose to prepare one.
2. Budgetary comparison schedule.

3. Schedule of City's proportionate share of the net pension liability.
4. Schedule of City contributions.

It is our understanding that these financial statements will be prepared on the basis of cash receipts and disbursements which is a comprehensive basis of accounting other than generally accepted accounting principles.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, on the basis of cash receipts and disbursements and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on --

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200 *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*. (Uniform Guidance)

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance reports on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audits will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996 and the provisions of Uniform Guidance, and will include tests of the accounting records, a determination of major program(s) in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports or may withdraw from this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audits will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audits to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include direct confirmation of certain assets, liabilities, receipts, and disbursements by correspondence with selected individuals, government agencies, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audits, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audits will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audits, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audits to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with the basis of cash receipts and disbursements and the Uniform Guidance based on information provided by you and may perform other services you request. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined, or as otherwise agreed to. We, in our sole professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibility.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial

information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations (including Federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for ensuring the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy and fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review at the conclusion of our fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written

representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with the basis of cash receipts and disbursements. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the basis of cash receipts and disbursements; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the basis of cash receipts and disbursements; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us and providing copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing.

At the conclusion of the engagements, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and correction action plan) along with the Data collection Form to the federal audit clearinghouse.

We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Winther, Stave & Co., LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to regulatory agencies or their designee, a federal agency providing direct or indirect funding, or the U.S. General Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentations will be provided under the supervision of Winther, Stave & Co., LLP personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by regulatory agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Based on the timely availability of complete and accurate financial records, we expect to begin our audits in October or November each year and intend to issue our report no later than the following March 31. We will contact you to arrange for the exact date of audit fieldwork at your office. Arvin D. Druvenga is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs (such as report production, typing, postage, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation.

We agree that our fees (except for special projects referenced below), including out-of-pocket expenses, will not exceed the following:

	<u>Audits</u>	<u>Single Audit (if applicable)</u>	<u>Total</u>
Fiscal year ending June 30, 2021	\$27,950	\$5,000	\$32,950
Fiscal year ending June 30, 2022	29,250	5,400	34,650
Fiscal year ending June 30, 2023	30,700	5,800	36,500

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Should we encounter reportable conditions or other matters that require us to expand the scope of the audit, we will discuss any necessary fee adjustments with the City and arrive at a new fee estimate prior to continuing on the engagement. Should the hours actually expended at our standard rates plus the out-of-pocket costs be less than the amounts stated above, you will be billed the lower amount.

Minor consultations are included in the above comprehensive fee. Major consultations requiring research or other special projects will be discussed with the City Clerk and an estimated fee agreed upon prior to commencement of the engagement. Typically, our fees for these services would approximate 75% of our standard hourly rates which range from \$160 to \$250 per hour. For FY 2021, special projects include services provided related to establishing a process for the City to utilize Tyler Technology capabilities for categorizing trial balance accounts to provide amounts included in government-wide and fund financial statements.

We will render progress billings for services as they are performed. We anticipate submitting one billing following completion of audit field work (expected to be in October or November) for approximately one-half of the total fee, one billing in January upon substantial completion of audit procedures, and a final billing upon issuance of the audit report (no later than March 31). These invoices are due and payable within thirty days of receipt, unless otherwise agreed to.

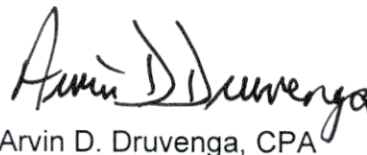
There are many factors affecting the completion of an audit which are outside the control of the auditing firm. Essential to completing an audit are complete and accurate financial records (e.g. trial balances for all funds) and reconciliations of significant accounts (e.g. cash balances) to the trial balance or other supporting documentation. With this in mind, based on the timely availability of complete and accurate financial records, we anticipate the conclusion of audit field work prior to November 30 with a first draft of the audit provided by December 31. While substantial completion of the audit by January 31 is anticipated, we will guarantee the audit will be completed and submitted to the State of Iowa by March 31 unless there are pending items over which we have no control. We will inform the City of any such matters.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report upon request. Our most recent peer review report is available on our website (www.winther-stave.com) or by contacting our office.

We appreciate the opportunity to be of service to the City of Storm Lake and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

WINTHER, STAVE & CO., LLP



Arvin D. Druvenga, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Storm Lake.

Mayor
Title

Signature

Date

Staff Summary

6/7/2021

Agenda Item # 9.



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

REPORT TO: Honorable Mayor and City Council

FROM: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 85-R-2020-2021 Approving And Authorizing A Form Of Loan And Disbursement Agreement By And Between The City Of Storm Lake, Iowa, And The Iowa Finance Authority, And Authorizing And Providing For The Issuance And Securing The Payment Of \$1,608,000 General Obligation Capital Loan Notes, Series 2021C, And Providing For A Method Of Payment Of Said Notes; Approval Of The Tax Exemption Certificate.**

BACKGROUND: This Resolution would authorize the issuance of \$1,608,000 GO CLN to The Iowa Finance Authority, acknowledge and approve the form of Loan and Disbursement Agreement and the terms of the SRF loan program.

The resolution also incorporates by reference the form of the Tax Exemption Certificate.

FISCAL IMPACT: There will be an \$8,040 Initiation fee for entering into the Agreement. The Interest Rate shall be 1.75%, the Servicing Fee will be 0.25%. As this is a draw down loan, the annual costs will depend on the amount and timeframe of the funds drawn. If the \$1,608,000 total is met, the resulting yearly interest and fees would be \$32,160.

RECOMMENDATION: Approve Resolution No. 85-R-2020-2021

ATTACHMENTS:

Description	Type
❑ Resolution No. 85-R-2020-2021	Resolution
❑ Form of Note	Contract
❑ Disbursement Agreement	Contract
❑ Tax Exemption Certificate	Backup Material
❑ Transcript Certificate	Backup Material

▣ Delivery Certificate

▣ Auditor Certificate

Backup Material

Backup Material

RESOLUTION NO. 85-R-2020-2021

**RESOLUTION APPROVING AND AUTHORIZING A
FORM OF LOAN AND DISBURSEMENT AGREEMENT BY
AND BETWEEN THE CITY OF STORM LAKE, IOWA
AND THE IOWA FINANCE AUTHORITY, AND
AUTHORIZING AND PROVIDING FOR THE ISSUANCE
AND SECURING THE PAYMENT OF \$1,608,000 GENERAL
OBLIGATION CAPITAL LOAN NOTES, SERIES 2021C,
OF THE CITY OF STORM LAKE, IOWA, UNDER THE
PROVISIONS OF THE CODE OF IOWA, AND PROVIDING
FOR A METHOD OF PAYMENT OF SAID NOTES;
APPROVAL OF THE TAX EXEMPTION CERTIFICATE**

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping of the Municipal Sewer System, including those costs associated with the Memorial Lift Station Improvement Plan project, and it is deemed necessary and advisable that a form of Loan Agreement be approved and authorized and General Obligation Capital Loan Notes, Series 2021C, in the amount of \$1,608,000 be issued for said purpose; and

WHEREAS, pursuant to notice published as required by Sections 384.24, 384.24A and 384.25 of the City Code of Iowa, as amended, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of the Notes:

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

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

- ◆ "Agreement" shall mean a Loan and Disbursement Agreement dated as of the Closing between and among the City and the Original Purchaser, relating to the Loan made to the City under the Program;
- ◆ "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Loan by the Original Purchaser;
- ◆ "Department" shall mean the Iowa Department of Natural Resources;
- ◆ "Issuer" and "City" shall mean the City of Storm Lake, Iowa.

♦ "Loan" shall mean the principal amount allocated by the Original Purchaser to the City under the Program, equal in amount to the principal amount of the Notes;

♦ "Notes" shall mean \$1,608,000 General Obligation Capital Loan Notes, Series 2021C, authorized to be issued by this Resolution.

♦ "Original Purchaser" shall mean the Iowa Finance Authority, as the purchaser of the Notes from Issuer at the time of their original issuance;

♦ "Paying Agent" shall mean the City Clerk, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

♦ "Program" shall mean the Iowa Water Pollution Control Works Financing Program undertaken jointly by the Original Purchaser and the Department;

♦ "Project" shall mean the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping of the Municipal Sewer System, including those costs associated with Memorial Lift Station Improvement Plan project.

♦ "Project Fund" shall mean the Loan Account maintained under the Program for the benefit of the Issuer, into which the proceeds of the Loan and the Note shall be allocated and held until disbursed to pay Project costs;

♦ "Registrar" shall mean the City Clerk, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

♦ "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Finance Director and delivered at the time of issuance and delivery of the Notes.

♦ "Treasurer" shall mean the City Clerk or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Loan Agreement. The form of Loan and Disbursement Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Levy and Certification of Annual Tax; Other Funds to be Used.

(a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Storm Lake, Iowa, to-wit:

<u>AMOUNT</u>	<u>FISCAL YEAR (JULY 1 TO JUNE 30)</u> <u>YEAR OF COLLECTION</u>
\$88,972.42	2021/2022
\$97,840.00	2022/2023
\$98,500.00	2023/2024
\$98,120.00	2024/2025
\$98,720.00	2025/2026
\$98,280.00	2026/2027
\$98,820.00	2027/2028
\$98,320.00	2028/2029
\$98,800.00	2029/2030
\$98,240.00	2030/2031
\$98,660.00	2031/2032
\$98,040.00	2032/2033
\$98,400.00	2033/2034
\$98,720.00	2034/2035
\$98,000.00	2035/2036
\$98,260.00	2036/2037
\$98,480.00	2037/2038
\$98,660.00	2038/2039
\$97,800.00	2039/2040
\$97,920.00	2040/2041

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2020, will be collected during the fiscal year commencing July 1, 2021).

(b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the County Auditor of Buena Vista County Iowa, and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 3 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

(c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 4. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION CAPITAL LOAN NOTE FUND 2021 NO. 3" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from railway, express, telephone and telegraph companies and other taxes assessed by the Iowa State Department of Revenue.

Section 5. Application of Note Proceeds. Proceeds of the Notes other than accrued interest except as may be provided below shall be credited to the Project Fund and expended only for the purposes of the Project. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution. Accrued interest, if any, shall be deposited in the Note Fund.

Section 6. Investments of Note Fund Proceeds. All moneys held in the Note Fund and the Project Fund, shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2019 (formerly Chapter 452, Code of Iowa, as amended) or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2019, as amended or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 7. Note Details, Execution and Redemption.

(a) Note Details. General Obligation Capital Loan Notes, Series 2021C, of the City in the total amount of \$1,608,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24, 384.24A and 384.25 of the City Code of Iowa, as amended, for the aforesaid purpose. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2021C", be dated the date of delivery, and bear interest at the rate of 1.75% per annum from the date of each advancement made under the Agreement, until payment thereof, at the office of the Paying Agent, said interest payable on December 31, 2021, and semi-annually thereafter on the 1st day of June and December in each year until maturity as set forth on the Debt Service Schedule attached to the Agreement as Exhibit A and incorporated herein by this reference. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2022 and annually thereafter on the 1st day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2041. Notwithstanding the foregoing or any other

provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Water Pollution Control Works Financing Program. Payment of principal and interest on the Notes shall at all times conform to said Debt Service Schedule and the rules of the Iowa Water Pollution Control Works Financing Program.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or imprinted with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Note. The Notes shall be in the denomination of \$1,000 or multiples thereof and may at the request of the Original Purchaser be initially issued as a single Note in the denomination of \$1,608,000 and numbered GO-1.

Section 8. Initiation Fee and Servicing Fee. In addition to the payment of principal of and interest on the Notes, the Issuer also agrees to pay the Initiation Fee and the Servicing Fee as defined and in accordance with the terms of the Agreement.

Section 9. Redemption. The Notes are subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Original Purchaser or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Notes may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity, by giving not less than thirty (30) days' notice of redemption by certified or registered mail to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. The Notes are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Section 10. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

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

(b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed

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

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

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

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

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

claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

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

Section 11. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 12. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 13. Execution, Authentication and Delivery of the Notes. The Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 14. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 15. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

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

FIGURE 1
(Front)

(10) (Continued)		(16)
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FIGURE 2
(Back)

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

Item 1, figure 1 = "STATE OF IOWA"
"COUNTY OF BUENA VISTA"
"CITY OF STORM LAKE"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2021C"

Item 2, figure 1 = Rate: 1.75%
Item 3, figure 1 = Final Maturity: _____
Item 4, figure 1 = Note Date: _____
Item 5, figure 1 = Cusip No.: N/A
Item 6, figure 1 = "Registered"
Item 7, figure 1 = Certificate No. GO-1
Item 8, figure 1 = Principal Amount: \$1,608,000

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

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

Item 10, figure 1 = or registered assigns, the principal sum of (principal amount written out) in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Loan and Disbursement Agreement dated as of the date hereof until paid at the rate of 1.75% per annum, payable on December 1, 2021, and semi-annually thereafter on the 1st day of June and December in each year. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2022 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2041. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined and attached hereto based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Water Pollution Control Works Financing Program. Payment of principal and interest of this Note shall at all times conform to said Debt Service Schedule and the rules of the Iowa Water Pollution Control Works Financing Program.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24, 384.24A and 384.25 of the City Code of Iowa, as amended, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with the Memorial Lift Station Improvement Plan project, and in order to evidence the obligations of the Issuer under a certain Loan and Disbursement Agreement dated as of the date hereof, in conformity to a Resolution of the City Council of the Issuer duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

This Note is subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Original Purchaser or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of this Note may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity, by lot by giving thirty (30) days' notice of redemption by certified or registered mail, to the Iowa Finance Authority (or any other registered owner of the Note). This Note is also subject to mandatory redemption as set forth in Section 5 of the Agreement.

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

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest, and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

This Note is a "qualified tax-exempt obligation" designated by the Issuer for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

IN TESTIMONY WHEREOF, said City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of said City impressed hereon, and authenticated by the

manual or facsimile signature of an authorized representative of the Registrar, the City Clerk of the City of Storm Lake, Iowa, all as of the 2nd day of July, 2021

Item 11, figure 1 = Date of authentication:
Item 12, figure 1 = This is one of the Notes described in the within mentioned Resolution, as registered by the City Clerk.

CITY CLERK

By: _____
Registrar

Item 13, figure 1 = Registrar and Transfer Agent: City Clerk
Paying Agent: City Clerk

SEE REVERSE FOR CERTAIN DEFINITIONS

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

CITY OF STORM LAKE, IOWA

By: (manual or facsimile signature)
Mayor

ATTEST:

By: (manual or facsimile signature)
City Clerk

Item 16, figure 2 = [Assignment Block]
[Information Required for Registration]

ASSIGNMENT

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

Dated: _____

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

SIGNATURE)
GUARANTEED)

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____

Address of Transferee(s) _____

Social Security or Tax Identification _____

Number of Transferee(s) _____

Transferee is a(n):

Individual* _____

Corporation _____

Partnership _____

Trust _____

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

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

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - Custodian

(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act.....

(State)

ADDITIONAL ABBREVIATIONS MAY BE ALSO USED THOUGH NOT IN THE ABOVE LIST

Section 16. Contract Between Issuer and Purchaser. This Resolution shall constitute a contract between said City and the purchaser of the Notes.

Section 17. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of the Notes it will comply with the requirements of said statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Finance Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 19. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of bond counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 20. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax Exempt Obligations" pursuant to the Internal Revenue Code of the United States, the Issuer designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax exempt governmental and Code Section 501(c)3 obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 21. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby.

PASSED AND APPROVED this 7th day of June, 2021.

Michael Porsch, Mayor

ATTEST:

Nelda Kirkholm, Deputy City Clerk

REGISTERED
Certificate No. GO-1

REGISTERED
Principal Amount \$1,608,000

**UNITED STATES OF AMERICA
STATE OF IOWA
COUNTY OF BUENA VISTA
CITY OF STORM LAKE
GENERAL OBLIGATION CAPITAL LOAN NOTE
ESSENTIAL CORPORATE PURPOSE
SERIES 2021C**

Interest Rate

1.75%

Final Maturity Date

June 1, 2041

Note Date

July 2, 2021

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

Iowa Finance Authority, Des Moines, Iowa

or registered assigns, the principal sum of ONE MILLION SIX HUNDRED AND EIGHT THOUSAND DOLLARS, in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Loan and Disbursement Agreement dated as of the date hereof until paid at the rate of 1.75% per annum, payable on December 1, 2021, and semi-annually thereafter on the 1st day of June and December in each year. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2022 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2041. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined by the Trustee and attached hereto based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Water Pollution Control Works Financing Program. Payment of principal and interest of this Note shall at all times conform to said Debt Service Schedule and the rules of the Iowa Water Pollution Control Works Financing Program.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24, 384.24A and 384.25 of the City Code of Iowa, as amended, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with the Memorial Lift Station Improvement Plan project, and in order to evidence the obligations of the Issuer under a certain Loan and Disbursement Agreement dated as of the date hereof, in conformity to a Resolution of the City Council of the Issuer duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

This Note is subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Original Purchaser or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of this Note may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity, by lot by giving thirty (30) days' notice of redemption by certified or registered mail, to the Iowa Finance Authority (or any other registered owner of the Note). This Note is also subject to mandatory redemption as set forth in Section 5 of the Agreement.

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

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest, and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

This Note is a "qualified tax-exempt obligation" designated by the Issuer for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

IN TESTIMONY WHEREOF, said City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of said City impressed hereon, and authenticated by the

manual or facsimile signature of an authorized representative of the Registrar, the City Clerk of the City of Storm Lake, Iowa, all as of the 2nd day of July, 2021

Date of authentication: _____ CITY OF STORM LAKE, STATE OF IOWA

This is one of the Notes described in the within mentioned Resolution, as registered by the City Clerk By: _____
Mayor

CITY CLERK, Registrar

By: _____ ATTEST:

Authorized Signature

By: _____
City Clerk

(SEAL)

Registrar and Transfer Agent: City Clerk
Paying Agent: City Clerk

ASSIGNMENT

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

Dated: _____

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

SIGNATURE)

GUARANTEED) _____

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____

Address of Transferee(s) _____

Social Security or Tax Identification _____

Number of Transferee(s) _____

Transferee is a(n):

Individual* _____ Corporation _____

Partnership _____ Trust _____

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

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

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - Custodian

(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act.....

(State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

LOAN AND DISBURSEMENT AGREEMENT
\$1,608,000 GENERAL OBLIGATION SEWER REVENUE CAPITAL LOAN NOTES,
SERIES 2021C

This Loan and Disbursement Agreement (the “Agreement”) is made and entered into as of July 2, 2021 by and between the City of Storm Lake, Iowa (the “Participant”) and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the “Issuer”).

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the “Department”), is authorized to undertake the creation, administration and financing of the Iowa Water Pollution Control Works Financing Program (the “Program”) established in the Code of Iowa, Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Iowa municipalities for purposes of the Program; and

WHEREAS, the Participant desires to participate in the Program as a means of financing all or part of the construction of certain wastewater treatment facilities serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer desires to make a loan to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) “Bonds” shall mean any State Revolving Fund Revenue Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) “Code” shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) “General Obligation” shall mean the general obligation bond or capital loan note issued by the Participant to evidence its obligations under this Agreement.

(d) “Project” shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to its Wastewater Treatment System, as described in the Resolution.

(e) “Regulations” shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 44 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code.

(f) “Resolution” shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the General Obligation, attached hereto as Exhibit B, adopted on June 7, 2021 approving and authorizing the execution of this Agreement and the issuance of the General Obligation.

(g) “Wastewater Treatment System” shall mean the wastewater treatment system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the wastewater treatment system project which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of General Obligation. The Issuer agrees to purchase the General Obligation in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of \$1,608,000 (the “Loan”).

The Participant shall use the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Disbursements. Proceeds of the Loan shall be made available to the Participant in the form of one or more periodic disbursements as provided in this Section. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of the following:

- (a) a completed payment request on a form acceptable to and available from the Issuer;
- (b) current construction payment estimates;
- (c) engineering service statements;
- (d) purchase orders or invoices for items not included within other contracts; and
- (e) evidence that the costs for which the disbursement is requested have been incurred.

Solely with respect to the request for the final disbursement of proceeds of the Loan, the Participant shall submit to the Issuer (via the Department), in addition to items (a) through (e) above, a certification of completion and acceptance of the Project by the Participant or evidence of an acceptable settlement if the Project is subject to a dispute between the Participant and any contractor.

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to

the Participant via automated clearinghouse system transfer to the account specified by the Participant.

Section 4. Completion of Project. The Participant covenants and agrees (i) to exercise its best efforts in accordance with prudent wastewater treatment utility practices to complete the Project; and (ii) to provide from its own fiscal resources all monies, in excess of the total amount of Loan proceeds it receives under the Agreement, required to complete the Project.

Section 5. Repayment of Loan; Issuance of General Obligation. The Participant's obligation to repay the Loan and interest thereon shall be evidenced by a duly authorized and issued General Obligation of the Participant in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution, which Resolution is attached hereto as Exhibit B. The General Obligation shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The General Obligation shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, levy of debt service taxes and tax-exempt status of interest on the General Obligation. The parties agree that a payment of principal of or interest on the General Obligation shall be deemed to be a payment of the same on the Loan and a payment of principal of or interest on the Loan shall be deemed to be a payment of the same on the General Obligation. Unless otherwise agreed to in writing by the Issuer, all payments of principal and interest due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The General Obligation shall be dated the date of delivery to the Issuer, with interest and the Servicing Fee (together, the "Interest Rate" as set forth in Section 6 hereof) payable semiannually on June 1 and December 1 of each year from the date of each disbursement of a part of the Loan from the Issuer to the Participant (which are initially expected to be on approximately the dates set forth on Exhibit A attached hereto and incorporated herein). The first repayment of principal of the Loan shall be due and payable not later than one year after substantial completion of the Project and payments of principal, interest and the Servicing Fee shall continue thereafter until the Loan is paid in full. Following the final disbursement of Loan proceeds to the Participant, Exhibit A shall be adjusted by the Issuer, with the approval of the Participant, based upon actual disbursements to the Participant under the Agreement. Such revised Exhibit A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace that initially attached hereto and to the General Obligation.

The General Obligation shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date with the prior written consent of the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the General Obligation by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Issuer (or any other registered owner of the General Obligation). The General Obligation is also subject to mandatory redemption in the event the costs of the Project are less than initially projected, in which case the amount of the Loan shall be reduced to an amount equal to the actual Project costs disbursed. The Participant and the Issuer agree that following such adjustment, the principal amount due under the General Obligation shall be automatically reduced to equal the principal amount of the adjusted Loan.

In the Resolution, provisions shall be made for the levy of a sufficient continuing annual tax on all the taxable property within the corporate boundaries of the Participant for the payment of the principal of and interest on the General Obligation as the same will respectively become due, and by its execution of this Agreement and the issuance of the General Obligation to the Issuer pursuant to the Resolution, the Participant hereby irrevocably pledges the faith, credit, revenues and resources and all the real and personal property of the Participant for the full and prompt payment of the principal of and interest on the General Obligation.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (but not to exceed \$100,000.00) (\$8,040), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

(b) The Participant agrees to pay a Loan servicing fee (the "Servicing Fee") to the Issuer in an amount equal to 0.25% per annum of the principal amount of the Loan outstanding. The Servicing Fee shall be paid as described in Section 5 and Section 6(c) hereof.

(c) The Loan shall bear interest at 1.75% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 2.00%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Wastewater Treatment System; (ii) to maintain its Wastewater Treatment System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of their respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Wastewater Treatment System, which rents, rates and other charges shall be at least sufficient to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant.

Section 8. Exclusion of Interest from Gross Income. Unless otherwise agreed to by the Issuer in writing, the Participant covenants and agrees as follows:

(a) The Participant shall not take any action or omit to take any action which would result in a loss of the exclusion of the interest on the Bonds from gross income for federal income taxation as that status is governed by Section 103(a) of the Code.

(b) The Participant shall not take any action or omit to take any action, which action or omission would cause its General Obligation or the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless the Participant receives the prior written approval of the Issuer, the Participant shall not (A) permit any of the proceeds of the Bonds loaned to the Participant or the Project financed with such proceeds to be used, either directly or indirectly, in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, taking into account for this purpose all such use by persons other than governmental units on an aggregate basis, (B) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code) or (C) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to acquire any “non-governmental output property” within the meaning of Section 141(d)(2) of the Code.

(c) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(d) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to pay the principal of or interest on any issue of State or local governmental obligations (“refinancing of indebtedness”) unless the Participant shall establish to the satisfaction of the Issuer that such refinancing of indebtedness will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and the Participant delivers an opinion to such effect of bond counsel acceptable to the Issuer.

(e) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse the Participant for any portion of the cost of the Project unless such cost was paid or incurred by the Participant in anticipation of reimbursement from the proceeds of the Bonds or other State or local governmental borrowing in accordance with the Code, published rulings of the Internal Revenue Service and the Regulations.

(f) The Participant shall not use the proceeds of the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) in any manner which would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code or “hedge bonds” within the meaning of Section 149(g) of the Code.

(g) The Participant shall comply with all provisions of the Code relating to the rebate of any profits from arbitrage attributable to the Participant, and shall indemnify and hold the Issuer harmless therefrom.

Section 9. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Wastewater Treatment System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Wastewater Treatment System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) unless the Participant has received a waiver and consent from the Issuer, it shall not sell, lease or in any manner dispose of the Wastewater Treatment System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the General Obligation shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Wastewater Treatment System or essential to the continued operation thereof.

Section 10. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles (“GAAP”) as issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the “continuing disclosure” requirements set forth in Rule 15c2-12 (the “Rule”) of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, but only upon written notification from the Issuer to the Participant that this Section 11 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Wastewater Treatment System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to

the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an “Event of Default” under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the General Obligation), the payment of which are secured by the levy of debt services taxes.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the General Obligation or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the General Obligation and this Agreement or the Regulations, the parties acknowledge and agree that

the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the General Obligation and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

Section 18. Application of Uniform Electronic Transactions Act. The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF STORM LAKE, IOWA

By: _____
Mayor

Attest:

City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

EXHIBIT A

**ESTIMATED DISBURSEMENTS AND
DEBT SERVICE REPAYMENT SCHEDULE**

EXHIBIT B
AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT

01892032-1\11149-127

TAX EXEMPTION CERTIFICATE

of

CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STATE OF IOWA, ISSUER

\$1,608,000 General Obligation Capital Loan Notes, Series 2021C
(State of Iowa Revolving Fund Loan)

This instrument was prepared by:

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

TAX EXEMPTION CERTIFICATE

THE CITY OF STORM LAKE, IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on July 2, 2021, by the City of Storm Lake, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$1,608,000 General Obligation Capital Loan Notes, Series 2021C (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

"Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.

"Bonds" means the \$1,608,000 aggregate principal amount of General Obligation Capital Loan Notes of the Issuer issued in registered form pursuant to the Resolution.

"Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.

"Bond Fund" means the Sinking Fund described in the Resolution.

"Bond Year", as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.

"Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest

to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.

"Certificate" means this Tax Exemption Certificate.

"Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.

"Closing Date" means the date of Closing.

"Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.

"Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.

"Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.

"Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.

"Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.

"Gross Proceeds", as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.

"Gross Proceeds Funds" means the Project Fund and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

"Issue Price", as defined in Regulation 1.148-1(b), means the initial offering price of the Bonds to the public (not including bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds were sold to the public. The Purchasers have certified the Issue Price to be not more than \$1,608,000.

"Issuer" means the City of Storm Lake, State of Iowa.

"Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$80,400.

"Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

"Proceeds", as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

"Project" means the costs of the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping of the Municipal Sewer Utility System, including for the Memorial Lift Station Improvement Plan project, as more fully described in the Resolution.

"Project Fund" means the fund established in the Resolution.

"Purchaser" means the Iowa Finance Authority, Des Moines, Iowa, constituting the initial purchaser of the Bonds from the Issuer.

"Rebate Amount" means the amount computed as described in this Certificate.

"Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

"Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

"Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

"Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

"Resolution" means the resolution of the Issuer adopted on June 7, 2021, authorizing the issuance of the Bonds.

"Sale Proceeds", as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

"Sinking Fund" means the Bond Fund.

"SLGS" means demand deposit Treasury securities of the State and Local Government Series.

"Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

"Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.

"Verification Certificate" means the certificate attached to this Certificate as Exhibit A, establishing that the Purchaser will not reoffer or sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and Code Section 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in Section 6.1 hereof, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure Test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds and pre-issuance accrued interest received at Closing are expected to be deposited and expended as follows:

- (a) \$17,240 representing the Initiation Fee and the costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and
- (b) \$1,590,760 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping of the Municipal Sewer Utility System, including for the Memorial Lift Station Improvement Plan project.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. Proceeds of the Bonds will be used for the purpose of paying costs of construction of certain improvements and extensions to the Municipal Sewer System of the City, including for the Memorial Lift Station Improvement Plan project. All of the financed facilities are owned by the City and are expected to be used by the public generally, including industrial users. There are no contractual arrangements or agreements between the City and any contributing industry using the Municipal Sewer System, and there are no other lease, management contract or other similar arrangements with respect to the Sewer System. Contributing industries using the Sewer System may be or become subject to additional surcharges above the current user charges, depending on the strength and volume of the waste they generate. All such surcharges, however, are or will be imposed by virtue of City ordinances applicable to all entities meeting the standards set forth therein. No other charges or payments will be imposed or paid to the City by any contributing industry for wastewater treatment services or Project-related construction and acquisition beyond those mandated by ordinance for certain classes of users.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 1.7500 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions or exemptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as

contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exemptions from the arbitrage rebate rules set forth in the Treasury Regulations. If the Bonds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- **Eighteen-Month Exemption**

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 6.0%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- **Election to Treat as Construction Bonds.**

The Bonds qualify as a "construction issue" as defined in Section 148(f)(4)(C)(vi) of the Code. The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;

- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

If the Issuer fails to meet one of the foregoing expenditure schedules, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(i) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such

investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds, or the Closing Date if different from the purchase date.

(ii) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in any Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if (1) the price at which such certificate of deposit is purchased or sold is the bona fide bid price quoted by a dealer who maintains an active secondary market in certificates of deposit of the same type or (2) if there is no active secondary market in such certificates of deposit, the certificate of deposit must have a yield (A) as high or higher than the yield on comparable obligations traded on an active secondary market, as certified by a dealer who maintains such a market, and (B) as high or higher than the yield available on comparable obligations of the United States Treasury.

(b) The certificate of deposit described in part 2(A) of paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

- (1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.
- (2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of section 1.148-5 of the Regulations.
- (3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.
- (4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.
- (5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

ARTICLE VII

QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and Code Section 501(c)(3) obligations which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or 501(c)(3) bonds as follows:

\$5,690,000 General Obligation Refunding Capital Loan Notes, Series 2021A

\$1,608,000 General Obligation Capital Loan Notes, Series 2021C (covered by this Certificate)

(b) The Issuer expects to issue during the remainder of the calendar year, 501(c)(3) or governmental bonds as follows:

None

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

Finance Director, City of Storm Lake, State of
Iowa

(SEAL)

EXHIBIT A

VERIFICATION CERTIFICATE OF THE PURCHASER

The undersigned Executive Director of the Iowa Finance Authority (the "Purchaser") hereby certifies as follows:

1. The Purchaser and the City of Storm Lake, Iowa (the "Issuer"), have entered into a Loan and Disbursement Agreement (the "Agreement"), providing for the purchase of a \$1,608,000 General Obligation Capital Loan Note, Series 2021C, of the City dated as of the date of delivery (the "Notes").
2. The Agreement is in full force and effect and has not been repealed, rescinded or amended.
3. The Purchaser hereby confirms that the Notes were purchased at par and will not be reoffered to the public, the terms of purchase being as follows:

<u>Principal Amount Issued</u>	<u>Principal Amount Sold</u>	<u>Interest Rate</u>	<u>Price (% of par) (do not include accrued interest)</u>
\$1,608,000	None	1.75%	100%

IN WITNESS WHEREOF, the Purchaser has caused this Verification Certificate to be executed by its duly authorized officer this _____ day of _____, 2021.

IOWA FINANCE AUTHORITY

By: _____

Its: _____

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting Clerk of the City of Storm Lake, Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of said City and of its City Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$1,608,000 General Obligation Capital Loan Notes, Series 2021C, of said City dated the date of delivery, and that said transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of said Notes, and that said City Council consists of a Mayor and five (5) Council Members, and that said offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that said City is and throughout the period of said proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that all meetings of the City Council of said City at which action was taken in connection with said Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the City Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the City Council all pursuant to the provisions and in accordance with the conditions of the local rules of the City Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this _____ day of _____, 2021, at Storm Lake, Iowa.

(SEAL)

City Clerk, City of Storm Lake, State of Iowa

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor

Mike Porsch

(Original Signature)

Clerk

Mayra Martinez

(Original Signature)

Finance Director

Brian Oakleaf

(Original Signature)

STATE OF IOWA

)

) SS

COUNTY OF BUENA VISTA

)

Subscribed and sworn to before me by _____, _____ and
_____ on this _____ day of _____, 2021.

Notary Public in and for Buena Vista County,
Iowa

(SEAL)

01892045-1\11149-127

DELIVERY CERTIFICATE

We, the undersigned City officials, do hereby certify that we are the officers, respectively below indicated, of a political subdivision in the State of Iowa, known as the City of Storm Lake, Iowa; that in pursuance of the provisions of Sections 384.24A and 384.25, of the Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered and authenticated and delivered one fully registered General Obligation Capital Loan Note, Series 2021C, of the City of Storm Lake, Iowa, in the amount of \$1,608,000, dated the date of delivery, bearing interest at the rate of 1.75% per annum and maturing as set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference.

The Note has been executed with the manual signature of the Mayor and the manual signature of the City Clerk of said City.

The Note has been delivered to:

Iowa Finance Authority of Des Moines, Iowa,

and has been paid for in accordance with the terms of the contract of sale and at a price of par.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned City officers to their respective positions, or the validity of the Note, or the power and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Note, and that no measure or provision for the authorization or issuance of the Note has been repealed or rescinded.

We further certify that due provision has been made for the collection with the next levies of taxes, of a sufficient tax to meet all payments coming due, whether of principal or of interest on said Note Issue, prior to the collection of the next succeeding levies of taxes; that all payments coming due before the collection of the tax provided for as aforesaid will be paid promptly when due from cash on hand; and that the proceedings authorizing the issuance and delivery of said Note remains in full force and effect and have not been withdrawn, amended or rescinded.

We further certify that each of the officers whose signatures appear on the Note were in occupancy and possession of their respective offices at the time the Note was executed and do hereby adopt and affirm their signatures appearing in said Note.

We further certify that the present financial condition of the said City is as follows:

Assessed and taxable value of all
taxable property within said City,
except moneys and credits and tax
free lands (Year 2020),
according to the last completed State

and County tax lists (100% - Before Rollback)

\$536,307,972

Total general obligation bonded
indebtedness of said City, including
this issue

\$ _____

All other general obligation indebtedness,
(including warrants, judgments, contracts
of purchase or lease/purchase, self-insurance
or local government risk pool obligations,
loan agreements, and revenue bonds issued
under Code Section 403.9), of said City of
any kind

\$ _____

IN WITNESS WHEREOF, we have hereunto affixed our hands at Storm Lake, Iowa, this
_____ day of _____, 2021.

Mayor

City Clerk

Finance Director

(SEAL)

COUNTY AUDITOR'S CERTIFICATE

I, _____, County Auditor of Buena Vista County, Iowa, hereby certify that on the _____ day of _____, 2021, there was filed in my office the Resolution of the City Council of the City of Storm Lake, Iowa, adopted on the 7th day of June, 2021, said Resolution authorizing execution of a Loan and Disbursement Agreement and authorizing the issuance of \$1,608,000 General Obligation Capital Loan Notes, Series 2021C, and levying a tax therefor, dated the date of delivery.

County Auditor of Buena Vista County, State
of Iowa

(COUNTY SEAL)

Staff Summary

6/7/2021

Agenda Item # 10.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 86-R-2020-2021 Supporting Workforce Housing Tax Incentive Program**

BACKGROUND: Healthy Efficient Homes, LLC is submitting an application to the Iowa Economic Development Authority (IDEA) for the Workforce Housing Tax Incentive Program. The project located at Woodland Creek Subdivision consists of three sets of twin homes and one single family home. The total capital investment is expected to be \$1,800,000.

The project consists of three sets of twin homes and 3 single detached family homes.

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

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

RECOMMENDATION: Approve Resolution No. 86-R-2020-2021

ATTACHMENTS:

Description	Type
□ Resolution No. 86-R-2020-2021	Resolution

RESOLUTION NO. 86–R-2020-2021

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

WHEREAS, Healthy Efficient Homes, LLC plans on a \$1.8 Million capital investment for a housing development located at the Woodland Subdivision; and

WHEREAS, the project consists of three (3) sets of twin homes and three (3) single family residence; and

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

WHEREAS, the City of Storm Lake will assist the project by providing tax abatement and \$1.00 building permits if 50% of the housing materials are purchased locally, and

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

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

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

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

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

PASSED AND APPROVED this 7th day of June, 2021.

Michael Porsch, Mayor

ATTEST

Nelda Kirkholm, Deputy City Clerk

Staff Summary

6/7/2021

Agenda Item # 11.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 87-R-2020-2021 Setting Dates Of A Consultation And A Public Hearing On A Proposed Amendment No. 8 To The Storm Lake Industrial Park Urban Renewal Plan In The City Of Storm Lake, State Of Iowa**

BACKGROUND: Amendment No. 8 to the Industrial Park Urban Renewal Area includes a tax rebate to not exceed \$3.1M with FB Storm Lake II, LLC and TIF financing of a daycare not to exceed \$600,000.

Prior to Council consideration, a consultation meeting with the taxing entities will be held on June 15, 2021 at 11 a.m. and a public hearing should be held on July 6, 2021.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve Resolution No. 87-R-2020-2021 setting consultation meeting and public hearing for Amendment No. 8 to the Storm Lake Industrial Park Urban Renewal Plan.

ATTACHMENTS:

Description	Type
☐ Resolution No. 87-R-2020-2021	Resolution
☐ Amendment No. 8	Backup Material

RESOLUTION NO. 87-R-2020-2021

RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 8 TO THE STORM LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN IN THE CITY OF STORM LAKE, STATE OF IOWA

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

WHEREAS, the Plan has subsequently been amended seven times, lastly by the adoption of Amendment No. 7 to the Plan, adopted by Resolution No. 36-R-2019-2020, adopted November 4, 2019; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

A part of the South Half (S1/2) of Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, and a part of the Northeast Quarter (NE¼) of Section (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter (SW¼) Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.), thence 00°32' East along the West Line of said Southwest Quarter (SW¼) a distance of One Thousand Two Hundred Seven and Seven Tenths Feet (1,207.70') to the Point of Beginning; thence North 90°00' East a distance of Two Thousand Six Hundred Forty Two and Six Hundredths Feet (2,642.06') to the North-South Centerline of said Section One (1); thence South 00°34' East along the North-South Centerline of said Section One (1), a distance of Four Hundred Seven and Eighteen Hundredths Feet (407.18'); thence North 90°00' East a distance of Two Thousand Six Hundred Thirty Eight and Seventy Two Hundredths Feet (2,638.72') to the East Line of said Section One (1); thence South 00°31' East along the East Line of said Section (1) a distance of One Thousand Eighty Seven and Seven Tenths Feet (1,087.7') to the Southeast Corner of said Section One (1), said Point also being the Northeast Corner of Section Twelve (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.); thence South 00°20'20" East along the East Line of said Northeast Quarter (NE¼) Section Twelve (12) a distance of Two Hundred

Sixty Six and Five Hundredths Feet (266.05') to the North Right of Way Line of the Illinois Central Railroad; thence North 77°07" West along the North Right of Way Line of said Railroad a distance of Five Thousand Four Hundred Twenty Seven and Seven Tenths Feet (5,427.7') to the West Line of the Southwest Quarter (SW¼) said Section One (1); thence North 00° 32' West along the West Line of said Section (1) a distance of Five Hundred Fifty and Seventy One Hundredths Feet (550.71') to the Point of Beginning.

The above parcel contains 115.46 acres in total

MCS Industrial Addition to Storm Lake, Iowa

AND

A PART OF THE SOUTH EAST QUARTER (SE¼) OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of the Southeast Quarter (SE¼) of said Section 2; thence South 89°45'20" West along the North line of said Southeast Quarter (SE¼), a distance of 2,131.17 feet to a point on the Easterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Southerly along the Easterly right of way line of said railroad on a curve whose short chord bearings are as follows: South 29°31'40" East, a distance of 57.05 feet; thence South 23°07'17" East, a distance of 601.83 feet; thence South 16°32'54" East, a distance of 56.08 feet; thence continuing along the Easterly line of said railroad right of way South 15°59'20" East, a distance of 675.12 feet to a point on the Northerly line of the Illinois Central Railroad right of way; thence South 89°44'44" East, along the Northerly line of said railroad, a distance of 824.23 feet; thence South 1°56'40" West, a distance of 238.22 feet; thence South 76°34'40" East, a distance of 872.88 feet to a point on the East line of said Southeast Quarter (SE¼); thence North along the East line of said Southeast Quarter (SE¼) a distance of 1,759.60 feet to the point of beginning containing 62.91 acres and subject to all easements of record.

The East line of the Southeast Quarter (SE¼) of said Section 2 is assumed to bear due North and South in the above description.

AMENDMENT NO. 1 AREA

All of the property within the corporate limits that is located South of Richland Avenue and East of Flint Drove. The area also includes the full right-of-way of all streets forming the boundary.

AMENDMENT NO. 2 AREA

A parcel in Buena Vista County, Iowa beginning at a point which is at the center of the intersection of the Canadian National Railroad right of way and Radio Road in Storm Lake, Iowa; thence South along the center line of Radio Road to the south right of way line of Highway 7; thence continuing South along the centerline of the County Road just West of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to a point that the center line intersects with the South line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence East along a South line of the Northwest Quarter (NW $\frac{1}{4}$), Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence North along the East line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the point where that East line intersects with the South line of Highway 7; thence East along the South line of Highway 7 to the point where it intersects with the center line of Gilbert Street extended South across Highway 7; thence North along the center line of Gilbert Street to the point where that line intersects with the center line of the Canadian National Railroad right of way; thence Northwesterly along the center line of the Canadian National Railroad right of way to the point of beginning.

AMENDMENT NO. 3 AREA

A tract of land located in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows:

Beginning at the Northwest (NW) Corner of Lot Seven (7), Block One (1), of Industrial Park Addition to Storm Lake; thence on a previously recorded bearing of North 90°00'00" East along the North line of said Lot Seven (7), 581.78 Feet to the West line of the East One Hundred Seventy-Five Feet (175') of said Lot Seven (7); thence North 00°10'50" West along the Northern extension of said West line of the East One Hundred Seventy-Five Feet (175'), 186.90 feet; thence South 90°00'00" West, 583.58 Feet to the East line of Lot Six (6), of said Block One (1); thence South 00°43'45" East, along said East line, 186.90 Feet to the point of beginning.

Tract contains 2.50 acres and is subject to all easements of record.

and

A tract of land located in the Southeast Quarter (SE $\frac{1}{4}$) of Section 1, 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 Northwest (NW) Corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 1; thence on a true bearing of South 00°21'07" East along the West line of said Southeast Quarter (SE $\frac{1}{4}$), 930.76 Feet

to the point of beginning; thence South 89°10'02" East 838.14 Feet; thence South 00°21'07" East, 645.29 Feet to the North line of the Industrial Park Addition to the City of Storm Lake; thence North 89°50'14" West, along said North line, 255.00 Feet; thence North 00°02'17" East, 186.90 Feet; thence North 89°47'21" West, 583.58 Feet to the East line of Lot Six (6), Block One (1) of said Industrial Park Addition; thence North 00°32'05" West, along said East line, 220.28 Feet to the Northeast (NE) Corner of said Lot Six (6); thence North 00°21'07" West, along the West line of the Southeast Quarter (SE¼), 247.44 Feet to the point of beginning. Hereafter referred to as Lot C of Lot B in Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 10.00 acres and is subject to all easements of record; and

AMENDMENT NO. 4

No land added or removed.

AMENDMENT NO. 5

No land added or removed.

AMENDMENT NO. 6

No land added or removed.

AMENDMENT NO. 7 AREA

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 1 TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW ¼) of said Section 1; Thence South 00° 08' 18" East, along the East line of said Southwest Quarter (SW ¼), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said West line, 798.82 feet; Thence South 74° 10' 45" West, 456.34 feet; Thence South 00° 08' 18" East, 120.00 feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28" West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW ¼); Thence North 00° 09' 20" West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¼); Thence South 88° 57' 13" East, along said South line, 2641.68 feet to the Point of Beginning.

Hereafter known as Lot F in Section 1 Township 90 North, Range 37 West of the 5th P.M., Buena Vista, Iowa.

Tract contains 62.48 acres and is subject to all easements of record.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 8 to the Plan ("Amendment No. 8" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to update the description of a previously approved urban renewal project and authorize new urban renewal projects to be undertaken within the Urban Renewal Area; and

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

WHEREAS, this proposed Amendment No. 8 adds no new land to the Urban Renewal Area; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 8 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 8 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 8 required by Section 403.5(2), Code of Iowa, as amended, shall be held on the June 15, 2021, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 11:00 A.M., and the City Manager, or her delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 8, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE
CITY OF STORM LAKE, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED AMENDMENT NO. 8 TO THE STORM LAKE
INDUSTRIAL PARK URBAN RENEWAL PLAN FOR THE
CITY OF STORM LAKE, STATE OF IOWA

The City of Storm Lake, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 11:00 A.M. on June 15, 2021, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa concerning a proposed Amendment No. 8 to the Storm Lake Industrial Park Urban Renewal Plan for the Storm Lake Industrial Park Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Manager, or her delegate, as the designated representative of the City of Storm Lake, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 8 to the Storm Lake Industrial Park Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this _____ day of _____, 2021.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 8 before the City Council at its meeting which commences at 5:00 P.M. on July 6, 2021, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in The Storm Lake Times, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A
PROPOSED AMENDMENT NO. 8 TO THE STORM LAKE
INDUSTRIAL PARK URBAN RENEWAL PLAN FOR AN URBAN
RENEWAL AREA IN THE CITY OF STORM LAKE, STATE OF
IOWA

The City Council of the City of Storm Lake, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:00 P.M. on July 6, 2021 in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, to consider adoption of a proposed Amendment No. 8 to the Storm Lake Industrial Park Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Storm Lake, State of Iowa.

The Storm Lake Industrial Park Urban Renewal Area is generally described as follows:

ORIGINAL AREA

A part of the South Half (S1/2) of Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, and a part of the Northeast Quarter (NE1/4) of Section (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter (SW1/4) Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.), thence 00°32' East along the West Line of said Southwest Quarter (SW1/4) a distance of One Thousand Two Hundred Seven and Seven Tenths Feet (1,207.70') to the Point of Beginning; thence North 90°00' East a distance of Two Thousand Six Hundred Forty Two and Six Hundredths Feet (2,642.06') to the North-South Centerline of said Section One (1); thence South 00°34' East along the North-South Centerline of said Section One (1), a distance of Four Hundred Seven and Eighteen Hundredths Feet (407.18'); thence North 90°00' East a distance of Two Thousand Six Hundred Thirty Eight and Seventy Two Hundredths Feet (2,638.72') to the East Line of said Section One (1); thence South 00°31' East along the East Line of said Section (1) a distance of One Thousand Eighty Seven and Seven Tenths Feet (1,087.7') to the Southeast Corner of said Section One (1), said Point also being the Northeast Corner of Section Twelve (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.); thence South 00°20'20" East along the East Line of said Northeast Quarter (NE1/4) Section Twelve (12) a distance of Two Hundred Sixty Six and Five Hundredths Feet (266.05') to the North Right of Way Line of the Illinois Central Railroad; thence North 77°07" West along the North Right of Way Line of said Railroad a distance of Five Thousand Four Hundred Twenty Seven and Seven Tenths Feet (5,427.7') to the West Line of the Southwest Quarter (SW1/4) said Section One (1); thence North 00° 32' West along the West Line of said Section (1) a distance of Five Hundred Fifty and Seventy One Hundredths Feet (550.71') to the Point of Beginning.

The above parcel contains 115.46 acres in total

MCS Industrial Addition to Storm Lake, Iowa

AND

A PART OF THE SOUTH EAST QUARTER (SE $\frac{1}{4}$) OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 2; thence South 89°45'20" West along the North line of said Southeast Quarter (SE $\frac{1}{4}$), a distance of 2,131.17 feet to a point on the Easterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Southerly along the Easterly right of way line of said railroad on a curve whose short chord bearings are as follows: South 29°31'40" East, a distance of 57.05 feet; thence South 23°07'17" East, a distance of 601.83 feet; thence South 16°32'54" East, a distance of 56.08 feet; thence continuing along the Easterly line of said railroad right of way South 15°59'20" East, a distance of 675.12 feet to a point on the Northerly line of the Illinois Central Railroad right of way; thence South 89°44'44" East, along the Northerly line of said railroad, a distance of 824.23 feet; thence South 1°56'40" West, a distance of 238.22 feet; thence South 76°34'40" East, a distance of 872.88 feet to a point on the East line of said Southeast Quarter (SE $\frac{1}{4}$); thence North along the East line of said Southeast Quarter (SE $\frac{1}{4}$) a distance of 1,759.60 feet to the point of beginning containing 62.91 acres and subject to all easements of record.

The East line of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 2 is assumed to bear due North and South in the above description.

AMENDMENT NO. 1 AREA

All of the property within the corporate limits that is located South of Richland Avenue and East of Flint Drove. The area also includes the full right-of-way of all streets forming the boundary.

AMENDMENT NO. 2 AREA

A parcel in Buena Vista County, Iowa beginning at a point which is at the center of the intersection of the Canadian National Railroad right of way and Radio Road in Storm Lake, Iowa; thence South along the center line of Radio Road to the south right of way line of Highway 7; thence continuing South along the centerline of the County Road just West of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to a point that the center line intersects with the South line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence East along a South line of the Northwest Quarter (NW $\frac{1}{4}$), Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence North along the East line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the point where that East line intersects with the South line of Highway 7; thence East along the South line of Highway 7 to the point where it intersects with the center line of Gilbert Street extended South across Highway 7; thence North along the center line of Gilbert Street to the point where that line intersects with the center line of the

Canadian National Railroad right of way; thence Northwesterly along the center line of the Canadian National Railroad right of way to the point of beginning.

AMENDMENT NO. 3 AREA

A tract of land located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows:

Beginning at the Northwest (NW) Corner of Lot Seven (7), Block One (1), of Industrial Park Addition to Storm Lake; thence on a previously recorded bearing of North 90°00'00" East along the North line of said Lot Seven (7), 581.78 Feet to the West line of the East One Hundred Seventy-Five Feet (175') of said Lot Seven (7); thence North 00°10'50" West along the Northern extension of said West line of the East One Hundred Seventy-Five Feet (175'), 186.90 feet; thence South 90°00'00" West, 583.58 Feet to the East line of Lot Six (6), of said Block One (1); thence South 00°43'45" East, along said East line, 186.90 Feet to the point of beginning.

Tract contains 2.50 acres and is subject to all easements of record.

and

A tract of land located in the Southeast Quarter (SE¼) of Section 1, 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 Northwest (NW) Corner of the Southeast Quarter (SE¼) of said Section 1; thence on a true bearing of South 00°21'07" East along the West line of said Southeast Quarter (SE¼), 930.76 Feet to the point of beginning; thence South 89°10'02" East 838.14 Feet; thence South 00°21'07" East, 645.29 Feet to the North line of the Industrial Park Addition to the City of Storm Lake; thence North 89°50'14" West, along said North line, 255.00 Feet; thence North 00°02'17" East, 186.90 Feet; thence North 89°47'21" West, 583.58 Feet to the East line of Lot Six (6), Block One (1) of said Industrial Park Addition; thence North 00°32'05" West, along said East line, 220.28 Feet to the Northeast (NE) Corner of said Lot Six (6); thence North 00°21'07" West, along the West line of the Southeast Quarter (SE¼), 247.44 Feet to the point of beginning. Hereafter referred to as Lot C of Lot B in Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 10.00 acres and is subject to all easements of record; and

AMENDMENT NO. 4

No land added or removed.

AMENDMENT NO. 5

No land added or removed.

AMENDMENT NO. 6

No land added or removed.

AMENDMENT NO. 7 AREA

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 1 TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW ¼) of said Section 1; Thence South 00° 08' 18" East, along the East line of said Southwest Quarter (SW ¼), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said West line, 798.82 feet; Thence South 74° 10' 45" West, 456.34 feet; Thence South 00° 08' 18" East, 120.00 feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28" West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW ¼); Thence North 00° 09' 20" West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¼); Thence South 88° 57' 13" East, along said South line, 2641.68 feet to the Point of Beginning.

Hereafter known as Lot F in Section 1 Township 90 North, Range 37 West of the 5th P.M., Buena Vista, Iowa.

Tract contains 62.48 acres and is subject to all easements of record.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Storm Lake, Iowa.

The City of Storm Lake, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 8 would update the description of a previously approved urban renewal project and authorize new urban renewal projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this _____ day of _____, 2021.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 8, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 8 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 7th day of June, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

EXHIBIT 1

AMENDMENT NO. 8

TO THE

STORM LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN

CITY OF STORM LAKE, IOWA

Original Area Adopted – 1991

Amendment No. 1 – 2004

Amendment No. 2 – 2010

Amendment No. 3 – 2013

Amendment No. 4 – 2015

Amendment No. 5 – 2016

Amendment No. 6 – 2017

Amendment No. 7 – 2019

Amendment No. 8 – 2021

**AMENDMENT NO. 8
to the
STORM LAKE INDUSTRIAL PARK
URBAN RENEWAL PLAN**

CITY OF STORM LAKE, IOWA

The Storm Lake Industrial Park Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Storm Lake Industrial Park Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 1991, and amended in 2004, 2010, 2013, 2015, 2016, 2017, and 2019, is being further amended by this Amendment No. 8 to the Plan (“Amendment No. 8” or “Amendment”) to update the description of a previously approved urban renewal project and authorize new urban renewal projects to be undertaken within the Urban Renewal Area. The Amendment makes no changes to the description of the Area or its designation.

Except as modified by this Amendment, the provisions of the Urban Renewal Plan, as previously amended, are hereby ratified, confirmed and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment No. 8 shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan.

DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole outlined in the Comprehensive Plan – Storm Lake 2030, adopted in February 2013. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects described in this Amendment, are in conformity with the Comprehensive Plan – Storm Lake 2030.

This Amendment does not in any way replace or modify the City’s current land use planning or zoning regulation process. Any need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in the Plan, as amended.

UPDATE TO PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous projects were previously approved for the Urban Renewal Area and are continuing. With the adoption of this Amendment No. 8, the City is updating the description of the following urban renewal project which was originally approved in Amendment No. 5 the Plan.

- A. *Purchase, Sale, and Development Agreement with FB Storm Lake II, LLC.* In 2016, the City and FB Storm Lake II, LLC entered into a purchase, sale, and development agreement for the development of approximately 100 condominium/apartment units in the Urban Renewal Area. In exchange for the developer’s obligations under the agreement, the City agreed to provide an incentive in the form of property tax rebates of potential incremental taxes, using a declining percentage of the incremental property tax generated by the Minimum Improvements as part of the project over an 18 year period, but not to exceed \$2,300,000. Amendment No. 5 to the Plan authorized up to \$3,000,000 for the costs of this Project. The City

anticipates amending the agreement to change the incentive structure for the Economic Development Grants to 12 years, using 100% of the incremental property tax generated annually, and to increase the maximum amount that may be paid as the Economic Development Grants under the agreement. As amended by this Amendment No. 8, the costs of this project are not to exceed \$3,100,000.

ELIGIBLE URBAN RENEWAL PROJECTS
(Amendment No. 8)

Although certain project activities may occur over a period of years, in addition to the projects previously proposed in the Plan, as previously amended, the Eligible Urban Renewal Projects under this Amendment No. 8 include:

1. Development Agreements:

A. *Daycare Development Agreement:* The City anticipates entering into a development agreement with a daycare provider for the development of a daycare within the Urban Renewal Area. Pursuant to the terms and conditions of the development agreement, the City anticipates providing grants to the daycare to help support the provision of childcare services within the Urban Renewal Area. The daycare would directly create jobs and income within the Urban Renewal Area by employment of its employees. Further, the daycare would facilitate the employment of parents by other businesses in the Urban Renewal Area that might not be able to work without the availability of childcare. The costs of this project are not to exceed \$600,000.

2. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds
Fees & Costs	Undetermined	Not to Exceed \$50,000

FINANCIAL DATA

1.	July 1, 2020 constitutional debt limit:	\$25,068,438
2.	Current outstanding general obligation debt:	\$13,205,002
3.	Proposed amount of indebtedness to be incurred (Amendment No. 8): A specific amount of debt to be incurred for the Updated Previously Approved Urban Renewal Projects and Eligible Urban Renewal Projects (Amendment No. 8) described in this Amendment has not yet been determined. This document is for planning purposes. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the	<u>Update to Previously Approved Urban Renewal Project:</u> \$100,000 <u>Eligible Urban Renewal Projects (Amendment No. 8):</u> \$650,000 These totals do not include

	City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Updated Previously Approved Urban Renewal Projects and Eligible Urban Renewal Projects (Amendment No. 8) as described above will be approximately:	financing costs related to debt issuance, which will be incurred over the life of the Area.
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EFFECTIVE PERIOD

This Amendment No. 8 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, prior amendments to the Plan, any prior resolution, or other document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council. This Amendment has no impact on the duration of the division of revenue as described in prior amendments.

REPEALER

Any parts of the Urban Renewal Plan or prior amendments to the Plan in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of Amendment No. 8 is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or previous amendments to the Plan, or any part of the Plan, as previously amended, or this Amendment not determined to be invalid or unconstitutional.

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AMENDMENT NO. 8

TO THE

STORM LAKE INDUSTRIAL PARK

URBAN RENEWAL PLAN

CITY OF STORM LAKE, IOWA

Original Area Adopted – 1991

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01878422-1\11149-126

Staff Summary

6/7/2021

Agenda Item # 12.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Resolution No. 88-R-2020-2021 Approving Final Completion, Change Order No. 1, and Final Payment of the Michigan Street Parking Lot Project**

BACKGROUND: The project consisted of the reconstruction of the parking lot located on the southeast corner of 6th and Michigan Streets. Smith Concrete Service, Inc. was awarded the construction contract with an estimated \$326,907.00 value.

Construction was deemed substantially complete November 7, 2019. The remaining punch list work was recently finished and final completion occurred September 28, 2020.

During construction, the contractor encountered undocumented building footing and sewer infrastructure. The removal of these items as well as general quantity reconciliation are reflected in the Change Order 1. The Change Order also extends the contractually defined final completion date to May 22, 2020. This is a result of the permanent parking lot striping not being able to be placed in fall 2019 as originally intended due to the contractor not achieving the substantial completion schedule and associated cold weather conditions. Also included with the change order is a \$10,420 deduction in the form of liquidated damages. This is resultant of added expense incurred to the City as a result of the contractor not completing the project in the contractually defined project time.

FISCAL IMPACT: The value of the contract with Smith Concrete Service, Inc. is \$326,907.00 with 0 previous change orders. This change order will result in a \$1,097.20 decrease to the contract, for a final contract value of \$ 325,809.20.

RECOMMENDATION: The value of the contract with Smith Concrete Service, Inc. is

\$326,907.00 with 0 previous change orders. This change order will result in a \$1,097.20 decrease to the contract, for a final contract value of \$ 325,809.20. Approve Resolution No. 88-R-2020-2021

ATTACHMENTS:

Description		Type
☐	Resolution No. 88-R-2020-2021	Resolution
☐	Certificate of Completion	Backup Material
☐	Change Order No. 1	Backup Material

RESOLUTION NO. 88-R-2020-2021

**RESOLUTION APPROVING FINAL PAYMENT, CHANGE ORDER NO. 1
AND CLOSE OUT OF THE MICHIGAN STREET PARKING LOT PROJECT**

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the Michigan Street Parking Lot Project; and

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

WHEREAS, Smith Concrete Service was awarded the construction contact on July 19, 2019; and

WHEREAS, Construction was deemed substantially complete November 7, 2019 and the remaining punch list work was recently finished and final completion occurred September 28, 2020.

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

Section 1. To approve Certificate of Completion as submitted by Bolton & Menk for the Michigan Street Parking Lot Project pursuant to the contract with Smith Concrete Services, Inc. for work performed in the amount of \$326,907.00.

Section 2. To acknowledge that the final amount of the contract for work performed by Smith Concrete Services, Inc. is \$325,809.80 as noted in Change Order No. 1, a reduction of \$1,097.20.

Section 3. Final payment will be made to Smith Concrete Services, Inc. in the amount of \$14,266.80.

PASSED AND APPROVED this 7th day of June, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Storm Lake
Engineer: Joshua Pope, P.E.
Contractor: Smith Concrete Service, Inc.
Project: Michigan Street Lot B Parking Lot
Contract Name: Owner's Project No.:
Engineer's Project No.: P11.117908
Contractor's Project No.:

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: **September 28, 2020**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

Punch List Dated: October 1, 2020

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature):



Name (printed):

Joshua Pope, P.E.

Title:

City Infrastructure Engineer

PUNCH LIST

Owner: City of Storm Lake **Date of Current Issue:** 10/01/2020

Project: Michigan Street Lot B Parking Lot **Date of Original Issue:** 11/07/2019

Owner Project No.: P11.117908 **Comp. Date:** Substantial 11/07/2019 **Final**

Contractor: Smith Concrete Service, Inc. **BMI Project No.:** P11.117908

Date(s) of Inspection(s): 11/07/2019, 05/10/2020, 06/25/2020, 09/28/2020

Below is a partial list of items, which must be completed or corrected prior to final acceptance of the subject project. This list may not be final, additional items may be added at a later date.

Item No.	Contract Reference	Item Description	Current Status	Accepted	
				By	Date
1	SUDAS Section 8020	Painted Pavement Markings, Durable – grind temporary paint and provide durable markings	Complete	JP	9/28/20
2	SUDAS Section 8010	Return 3 handicap signs to the City	Complete	JP	9/28/20
3	SUDAS Section 6020	Replace intake casting at the end of the alley and replace all pavement removed that is required to replace intake with 7" concrete	Complete	QS	5/10/20
4	Special Provision, Part 2, Section 14	Fill holes in the sidewalk along Michigan Street with concrete	Complete	QS	5/10/20
5	SUDAS Section 7010	Seal saw cut on curb with silicone joint sealant	Complete	QS	5/10/20
6	SUDAS Section 7010	Install bollard in alley	Complete	QS	5/10/20
7	SUDAS Section 8010	Adjust third handicap sign	Complete	JP	9/28/20
8	SUDAS Section 8010	Add "Van Accessible" sign to third handicap stall	Complete	JP	9/28/20
9	Special Provision, Part 2, Section 11	Remove inlet protect from inlets in the parking lot	Complete	JP	9/28/20
10	Special Provision, Part 2, Section 13	Remove temporary traffic control from site	Complete	JP	9/28/20



**BOLTON
& MENK**

Real People. Real Solutions.

PUNCH LIST

Owner: City of Storm Lake

Project: Michigan Street Lot B Parking Lot

Project No.: P11.117908

Item No.	Contract Reference	Item Description	Current Status	Accepted	
				By	Date
11	Special Provision, Part 2, Section 10	Clean site, specifically sweeping gravel and clearing debris at the south entrance of the parking lot and at the NW corner near the Michigan Street pedestrian crossing	Complete	QS	5/10/20
12	Special Provision, Part 3	Extra handicap sign base will be cut below paver level and new pavers will be put back over the sign base	Complete	QS	5/10/20

CHANGE ORDER #1 - SCHEDULE OF UNIT PRICES
 MICHIGAN STREET PARKING LOT B RECONSTRUCTION
 CITY OF STORM LAKE, IOWA
 BMI PROJECT NO. P11.117908



Date: 04/07/2021

Item No.	Item	Unit	As-Bid Quantity	Change Quantity	As-Bid Unit Price	Change Unit Price	Change Amount
9	REMOVAL OF STORM SEWER, RCP, 15"	CY	41	-38	\$10.00	\$10.00	-\$380.00
10	SUBDRAIN, SOLID WALL PERFORATED PVC, 6"	SY	287	3	\$21.00	\$21.00	\$63.00
11	BUILDING DOWNSPOUT CONNECTION	SY	7	2	\$1,650.00	\$1,650.00	\$3,300.00
13	POLYSTYRENE INSULATION, 4"	SF	448	32	\$9.50	\$9.50	\$304.00
19	REMOVE BOLLARD	EA	3	3	\$125.00	\$125.00	\$375.00
20	REPLACE BOLLARD	EA	3	3	\$300.00	\$300.00	\$900.00
21	REMOVAL OF SIDEWALK	SY	102	21	\$7.00	\$7.00	\$147.00
23	SIDEWALK, PCC, 5"	SY	35	88	\$45.00	\$45.00	\$3,960.00
24	BRICK/PAVER SIDEWALK WITH AGGREGATE BASE	SY	190	-7	\$88.00	\$88.00	-\$616.00
27	FULL DEPTH PATCHES	SY	36	207	\$68.00	\$68.00	\$14,076.00
28	PAVEMENT REMOVAL	SY	2624	9	\$4.50	\$4.50	\$40.50
29	PAINTED PAVEMENT MARKINGS, DURABLE	LS	1	1	\$3,000.00	\$2,000.00	-\$1,000.00
38	CONSTRUCTION ALLOWANCE	LS	1	1	\$20,000.00	\$8,153.30	-\$11,846.70
39	LIQUIDATED DAMAGES	LS	1	1		-\$10,420.00	-\$10,420.00

BASE TOTAL: **-\$1,097.20**

Staff Summary

6/7/2021

Agenda Item # 13.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Motion Approving Agreement with Bolton & Menk for Professional Services for Completion of a Dredge Site Feasibility Study**

BACKGROUND: In December 2020, the City issued a Notice of Request for Qualifications for the Dredge Site Feasibility Study. The responses were due by March 17, 2021 and four timely responses from qualified engineering firms were received. Those firms were: Impact7G/McClure, ISG, Bolton & Menk and Beck Engineering.

At the May 17, 2021 City Council meeting, staff was directed to negotiate a contract with Bolton & Menk for the completion of a study which determines the best use and evaluates the dredge spoils site's suitability for a significant multipurpose complex with playing fields, parks, trails, restrooms, and other similar amenities.

This professional services agreement will provide engineering and planning services for the aforementioned public infrastructure improvements. Following the provisions of our current five (5) year agreement with Bolton & Menk for infrastructure engineering, this agreement under consideration is project specific to the public infrastructure improvements project.

FISCAL IMPACT: \$19,900 fixed fee for professional engineering and planning services.

RECOMMENDATION: Approve the agreement with Bolton & Menk for engineering services for the Dredge Site Feasibility Study project.

ATTACHMENTS:

Description	Type
□ Agreement	Contract

**CITY OF STORM LAKE, IOWA AND BOLTON & MENK, INC.
TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES**

TASK ORDER NO: 10 – Feasibility Study for Reuse of Dredge Spoils Site for Storm Lake Multipurpose Recreation Complex

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: June 7, 2021

DATE OF AMENDMENT NO. 1 TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES: December 21, 2020

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: November 5, 2018

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services (“Master Agreement”) and as amended (“Amendment”) as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement and Amendment. CLIENT and CONSULTANT agree as follows:

1.0 Scope of Services:

CONSULTANT shall perform the Services listed within the attached Exhibit I. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows.

TASK	DESCRIPTION	Total Cost
1	Feasibility Study	\$19,900
TOTALS		\$19,900

Task 1 will be invoiced on a fixed fee basis, subject only to adjustments for a change in scope of services performed that are agree upon in writing by CLIENT and CONSULTANT.

3.0 Schedule:

Schedule for performance of Services will be as follows, such that all services will be completed by December 31, 2021.

June 2021	• Authorization of engineering services
June – July 2021	• Geotechnical Studies
July – September 2021	• Evaluation and Report

4.0 Deliverables

Deliverables will be as set forth within the attached Exhibit I.

5.0 Term

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT'S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

6.0 Other Matters

None

7.0 Project Managers

Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

CITY OF STORM LAKE, IOWA
David Derragon
620 Erie Street
Storm Lake, Iowa 50588
Office Phone: 712-732-8000
Email: derragon@stormlake.org

BOLTON & MENK, INC.
Josh Pope, P.E.
218 11th Street SW Plaza
Spencer, Iowa 51301
Office Phone: 712-580-5075
Email: Joshua.Pope@bolton-menk.com

CITY OF STORM LAKE, IOWA

BOLTON & MENK, INC.

By: _____

By: _____

Printed Name: Michael Porsch

Printed Name: Joshua Pope, P.E.

Title: Mayor

Title: Principal Engineer

ATTACHMENTS TO THIS TASK ORDER:
Exhibit I – Consultant's Services

EXHIBIT I – CONSULTANT’S SERVICES

TASK ORDER NO. 10 – FEASIBILITY STUDY FOR REUSE OF DREDGE SPOILS SITE FOR STORM LAKE MULTIPURPOSE RECREATION COMPLEX

STORM LAKE, IOWA

DESCRIPTION OF PROJECT AND SCOPE OF SERVICES

The CONSULTANT agrees to provide professional services required to provide a feasibility study to determine to best use and evaluate the dredge spoils site’s suitability for a significant multipurpose complex with playing fields, parks, trails, restrooms, and other similar amenities.

The basic services anticipated as part of this Agreement include preparation of a feasibility study.

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

Task 1: Project Management, Coordination, and Quality Control

Task 1.1: Project Management

CONSULTANT will provide:

- Weekly Progress Reports
- Task and Schedule Management
- Action/Decision Item Log

Task 1.2: General Coordination

CONSULTANT will offer regular updates on next steps and upcoming project requirements. CONSULTANT will also prepare and provide miscellaneous project correspondence, scheduling, invoicing, and budget management necessary for expediting work products and project decision-making. Schedule updates will be provided on a regular basis.

Task 1.3: Quality Assurance/Quality Control Functions (QA/QC)

CONSULTANT will perform reviews addressing the following aspects:

- Conceptual
- Constructability
- Environmental Impact
- Public Impact
- Economic Planning/Engineering

Task 2: Geotechnical Studies

Task 2.1: Geotechnical Engineering Coordination

CONSULTANT will complete a geotechnical evaluation within the project extent using a subconsultant. Subconsultant will perform soil borings, geotechnical analysis, and provide recommendations for the design and construction of the intended park features. CONSULTANT will provide coordination with the

subconsultant and integrate the geotechnical evaluation report with the feasibility assessment.

Task 3: Evaluation and Report

Task 3.1: Park Design and Circulation

CONSULTANT will prepare concepts for park improvements including:

- Park Circulation Routes
- Soccer Fields
- Natural Areas
- Community-supported Amenities

Task 3.2: Environmental and Ecological Improvements Plan

CONSULTANT will coordinate with CLIENT and the Iowa Department of Natural Resources to evaluate the management and maintenance of natural resources and wildlife habitats. Such topics subject to evaluation include:

- Ecological Management Zones
- Plant Communities
- Wildlife Corridors and Enhancements
- Invasive Species Identification
- Floodplain Management
- Native Turf and Prairie Establishment
- Erosion Control Practices, Mitigation, and Stabilization Strategies
- Stormwater Management Best Practices

Task 3.3: Architecture Revitalization Outline and Considerations

CONSULTANT will provide broad concepts identifying general location and sizing for buildings and support structures.

Task 3.4: Economic Generators and Future Expansion Considerations

CONSULTANT will adapt existing economic surveys to establish recreation indicators and connections to surrounding key economic sectors. CONSULTANT will coordinate with CLIENT and the Iowa Department of Natural Resources to quantify the anticipated economic benefit, including integration with the local economy. CONSULTANT will estimate visitor-based participation and spending impact associated with the anticipated use, including:

- Tourist Attractions and/or Other Special Events/Programming
- Casual, Non-Event-Driven Basis

Task 3.5: Equity and Accessibility Strategies and Recommendations

CONSULTANT will identify strategies to encourage use of the intended facility to a more diverse group of users.

Task 3.6: Annual Operational Budget Projections – Five-Year Projected Pro-Forma

CONSULTANT will develop annual operational and maintenance budget projections including expenses and revenues associated with the recommended improvement. Such items include:

- Staffing Requirements
- Commodity Use
- Contractual Services
- Utilities Use

- Revenue Opportunities and Fee Structures

Task 3.7: Implementation Considerations and Phasing Plan

CONSULTANT will prepare a phasing strategy for the implementation of the master plan based on Iowa Department of Natural Resources and CLIENT recommendations.

Task 3.8: Development of Preliminary Concept Improvement Plans

CONSULTANT will prepare two (2) concept plans for CLIENT consideration.

Task 3.9: Feasibility Plan Report

CONSULTANT will prepare a feasibility study addressing/including:

- All Inventories, Analyses, and Data Inputs
- Comments from Agencies, including the Iowa Department of Natural Resources
- Graphic Illustrations
- Planning Level Cost Estimates
- Project Recommendations

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section 1.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services.

Additional services may include:

1. Professional services related to comprehensive plan updates.
2. Professional surveying services including services associated with temporary/permanent property acquisition.
3. Professional services associated with funding requirements, including environmental/cultural resources studies.
4. Professional design and construction engineering services.

Staff Summary

6/7/2021

Agenda Item # 14.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Motion To Approve Agreement with Beck Engineering for Professional Services for Storm Water Engineering**

BACKGROUND: In December 2020, the City issued a Notice of Request for Qualifications for Storm Water Engineering Services. The responses were due by March 17, 2021 and four timely responses from qualified engineering firms were received. Those firms were: EOR, ISG, Bolton and Menk and Beck Engineering.

At the May 17, 2021 meeting, the Council selected Beck Engineering to perform storm water engineering services for the City. The initial term of the agreement is for two years with an option for an additional three years.

FISCAL IMPACT: Per fee schedule

RECOMMENDATION: Approve the agreement with Beck Engineering for storm water engineering services

ATTACHMENTS:

Description	Type
□ Agreement	Contract



May 21, 2021

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

RE: Civil Engineering Proposal for the City of Storm Lake Storm Water Management Services

We are pleased to provide this proposal for Civil Engineering Services for the City of Storm Lake Storm Water Management. Below is a summary of our proposed scope of services, fees, and schedule:

Scope of Project:

Through the Iowa Department of Natural Resources, the City of Storm Lake has been issued an MS4 permit (Municipal Separate Storm Sewer System). Storm Lake is also listed as an impaired body of water. The City will require professional civil engineering services for the planning, permitting, design, and administration of storm water management projects.

Scope of Services:

- 1.) Preparation of plans, specifications, and estimates.
- 2.) Organization, participation, and presentations at meetings held by City Staff, the City Council, neighborhood groups, and other stakeholders.
- 3.) Preparation of preliminary documents, plans and/or reports.
- 4.) Preparation of handouts and graphical displays for public meetings.
- 5.) DNR permit compliance for current and future permits.
- 6.) Proposed cost estimates for CIP (capital improvement projects).
- 7.) Assistance with compliance within the DNR and EPA regulations.

Timeframe:

This contract shall run for a period of 2 years, beginning June 7, 2021 and running through June 7, 2023. The contract will automatically renew for an additional 3 years, ending June 7, 2026, unless the City of Storm Lake notifies Beck Engineering, Inc. by May 7, 2023 that it does not intend to renew the contract for the additional 3 years.

Fees:

The work will be completed according to our standard hourly rates at the time the work is completed (see our Standard Hourly Rates for 2021 attached to this proposal). For larger projects which are over the bid threshold, separate proposals will be made and submitted for approval to the City of Storm Lake for any work completed after preliminary engineering and preparation of a preliminary construction cost estimate.



Quotation is valid for 30 days. I appreciate the opportunity to be involved with this exciting project. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

Brad M. Beck, PE, PLS, Pres.
Beck Engineering, Inc.

Accepted / /

Accepted 5 / 21 / 21

By: _____
City of Storm Lake

By:  _____
Beck Engineering, Inc.
Brad M. Beck, PE, Pres.



2021 Beck Engineering Hourly Rates for Professional Services

<u>Position</u>	<u>Rate</u>
Professional Engineer V/Land Surveyor	\$170/hr
Professional Engineer III	\$155/hr
Professional Engineer II	\$130/hr
Professional Engineer I	\$110/hr
Project Engineer III	\$100/hr
Project Engineer II	\$95/hr
Project Engineer I	\$90/hr
Engineering Technician IV	\$90/hr
Engineering Technician III	\$80/hr
Engineering Technician II	\$70/hr
Engineering Technician I	\$65/hr
Professional Landscape Architect	\$135/hr
Landscape Architecture Technician IV	\$90/hr
Landscape Architecture Technician III	\$80/hr
Landscape Architecture Technician II	\$70/hr
Landscape Architecture Technician I	\$60/hr
Professional Land Surveyor	\$130/hr
Project Surveyor IV	\$95/hr
Project Surveyor III	\$90/hr
Project Surveyor II	\$85/hr
Project Surveyor I	\$75/hr
Survey Technician IV	\$70/hr
Survey Technician III	\$65/hr
Survey Technician II	\$60/hr
Survey Technician I	\$55/hr
Secretary	\$65/hr

Miscellaneous

GPS Unit w/ RTK	\$50/hr
Robotic Total Station	\$50/hr
All-Terrain Vehicle (4-wheeler)	\$150/day
Mileage-\$0.55/mile	
Expenses-Actual Cost	

Sales tax, if applicable, will be the responsibility of the owner.

Hourly rates are guaranteed through December 31, 2021. After that date, the hourly rates for the year in which the work was completed will be charged.

Staff Summary

6/7/2021

Agenda Item # 15.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Work Session- King's Pointe Update**

BACKGROUND: Ed Diagle with Weigand Omega will provide an update regarding King's Pointe

FISCAL IMPACT: N/A

RECOMMENDATION: No action necessary

Staff Summary

6/7/2021

Agenda Item # 16.



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

REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:
1. None at this time

FISCAL IMPACT: No Fiscal Impact at this time.

RECOMMENDATION: Concurrence for each item to be considered for a specified City Council Meeting work session or deny work session consideration for the following items:
1. None at this time