

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS**

MAY 3, 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 1-408-418-9388 ACCESS CODE: 146 309 7532

BY COMPUTER:

<https://stormlake.webex.com/stormlake/j.php?MTID=m63c97d5942eb93478aea5469ed7232c8>

- 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. Additional Summit Church Outdoor Service Noise Variance
 - D. Motion Approving Agreement with the Iowa Department of Transportation for Maintenance and Repair of Primary Roads in Municipalities
 - E. SLPD City Code Enforcement Summary
- 3. Motion to Approve Engagement Letter- Amendment No. 8 to the Industrial Park UR Plan and First Amendment to the FB Storm Lake II, LLC Development Agreement
- 4. Motion Approving an Amendment to the Professional Services Agreement with Bolton & Menk for the 2021 CIPP Sanitary Sewer Improvements Project
- 5. Motion Approving Professional Services Agreement with Bolton & Menk for the 2021 Fiber Optic System Improvements Project
- 6. City Council Requested Items
- 7. 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

5/3/2021

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:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

5/3/2021

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

5/3/2021

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 April 19, 2021 City Council Minutes
- Approve Renewal Liquor License for La Isla Restaurant #2 and Malarkys
- Additional Summit Church Outdoor Service Noise Variance
- Approve Agreement With the Iowa Department of Transportation For Maintenance and Repair of Primary Roads in Municipalities
- Approve the SLPD Code Enforcement Summary (see staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - - \$1,450,411.08
- King's Pointe & Sunrise Pointe Golf Course Bills: \$150,272.33

The City will receive the following revenues:

- Liquor License Renewal - \$1,690.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ King's Pointe and Golf Course - List of Bills	List of Bills
☐ Minutes - April 19, 2021	Minutes
☐ La Isla Restaurant #2 Liquor Application - 2021	Application
☐ La Isla Restaurant #2 Liquor Report - 2021	Contract
☐ Malarkys Liquor Application 2021	Application



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 04/22/2021 - 05/05/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Essential Ellison LLC	BVC	Annual Fire Extinguisher Inspection	1,236.85
Control System Specialists, LLC	BVC	Recalibration of Sensors	98.50
Essential Ellison LLC	BVC	Fire Extinguisher Annual Inspection	76.56
Buena Vista County Solid Waste	BVC	Recycling	177.84
	BVC Total:	1,589.75	
Contract/Agreement			
Power Solutions, Inc	Contract/Agreement	Pay #4 of WTP MCC Control Replacement	65,897.12
I & S Group, Inc	Contract/Agreement	Water Study	49,028.49
Hulstein Excavating Inc	Contract/Agreement	Pay #1 of Oneida Street	18,479.39
Community Education Dept	Contract/Agreement	FY2021 3rd Qtr Agreement	17,580.93
I & S Group, Inc	Contract/Agreement	Modeling for Nutrient Reduction Study	7,064.50
Emmons & Olivier Resources, Inc	Contract/Agreement	Professional Services	2,862.75
Reding's Gravel & Excavating Co., Inc	Contract/Agreement	Rock	2,893.97
I & S Group, Inc	Contract/Agreement	Water & WW General Engineering	525.00
	Contract/Agreement Total:	164,332.15	
Local			
Stille Pierce & Pertzborn	Local	Insurance Renewal	684,449.44
MidAmerican Energy Company	Local	Electric Services	51,019.62
Iowa Office Supply Inc	Local	Paper	2,519.30
Bomgaars Supply, Inc	Local	Supplies	1,871.75
Arnold Motor Supply, LLP	Local	Supplies	808.91
Larson Oil & Distributing Co, Inc	Local	Propane	486.50
Plumbing & Heating Wholesale, Inc	Local	Pipe	382.86
Vetter Equipment	Local	Wheel & Supplies	320.81
Fastenal Company	Local	Distilled Water	318.36
Stille Pierce & Pertzborn	Local	Add 2021 RAM	293.00
WalMart #01-1526	Local	Supplies	248.70
A & A Automotive	Local	Tire	246.28
Plumbing & Heating Wholesale, Inc	Local	Pipe Supplies	241.02
Visual Edge Inc	Local	Copier Maintenance Agreement	209.45
Fastenal Company	Local	Supplies	158.40
Iowa Office Supply Inc	Local	Office Supplies	131.31
Stanton Electric, Inc	Local	GFCI Receptical Replacements	118.58
Rent-All, Inc	Local	Equipment Rental	115.00
Storm Lake Industrial Corporation	Local	Storm Lake Bucks	85.00
Rent-All, Inc	Local	Equipment Rental	75.00
A & A Automotive	Local	Serviced P6	74.55
Richard Phillips	Local	Wrecker Repairs	73.50
A & A Automotive	Local	Serviced P10	187.16
The Bridge of Storm Lake	Local	Coffee	60.34
Plumbing & Heating Wholesale, Inc	Local	Check Valve	54.03
A & A Automotive	Local	Serviced P12	50.08
Storm Lake Bakery	Local	Supplies	50.00
La Juanita	Local	Safety Bingo- Less Tax	48.50
A & A Automotive	Local	Services P13	85.53
Color-ize Inc	Local	Campground Welcome Posters	30.20
Storm Lake Bakery	Local	Supplies	28.00
Vetter Equipment	Local	Kit	18.69
Storm Lake Hydraulics Co, Inc	Local	Supplies	22.15
	Local Total:	744,882.02	
Non-Local			
Carco Automotive Inc	Non-Local	2011 Freightliner Vacuum Tank Truck	89,875.00

My Buy Local_v1
Payment Date Range: 04/22/2021 - 05/05/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
LG Playgrounds LLC	Non-Local	Playground Equipment	27,751.00
Universal Truck Equipment, Inc	Non-Local	Vee Plow	11,900.00
Bluegrass Playground Inc	Non-Local	Playground Equipment	11,100.00
Universal Truck Equipment, Inc	Non-Local	Hyd Wing Plow	19,679.00
Mississippi Lime Company	Non-Local	Lime	17,359.77
Municipal Supply, Inc	Non-Local	4" Tyson Meter	6,550.28
BlueTarp Financial, Inc	Non-Local	Sprayer	2,481.43
WaterPro Supplies Inc	Non-Local	Corp Stop & Supplies	1,777.25
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	1,769.70
Linde Inc	Non-Local	Carbon Dioxide	1,573.85
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	4,316.85
Municipal Supply, Inc	Non-Local	Auto Gun	1,350.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,243.05
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	1,046.45
Rehab Systems Inc	Non-Local	Televising Services	1,013.90
Elliot Equipment Company	Non-Local	Sweeper Parts	982.74
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	971.25
Imagine the Possibilities, Inc	Non-Local	Janitorial Services	800.00
Northland Auto & Marine of Emmetsburg I	Non-Local	Blade Sharpening- Less Tax	754.98
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	711.60
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,336.50
Polk County Sheriff	Non-Local	Garnishment	1,658.43
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,101.00
WaterPro Supplies Inc	Non-Local	Flags	548.00
Northland Auto & Marine of Emmetsburg I	Non-Local	Blade Sharpening	472.01
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	907.65
Northland Auto & Marine of Emmetsburg I	Non-Local	Blade Sharpening- Less Tax	368.49
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	734.00
Aurelia Lumber Company Inc	Non-Local	Lumber	360.84
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	356.90
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	351.00
Kiesler Police Supply, Inc	Non-Local	Ammo	350.20
Northland Auto & Marine of Emmetsburg I	Non-Local	Blade Sharpening- Less Tax	350.00
Municipal Supply, Inc	Non-Local	Repair Kits	344.85
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	337.00
Utility Supply of America, Inc	Non-Local	Training Books & Supplies	329.18
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	315.05
Kaleidoscope Marketing	Non-Local	Marketing Landing Page Change	240.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	234.00
Siouxland Turf Products	Non-Local	Chemicals	225.40
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	224.00
Fisher Scientific Company, LLC	Non-Local	Chemicals	211.64
Diamond Traffic Products	Non-Local	Paint- Paint Iowa Beautiful Grant	210.95
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	404.65
National Fire Protection Association	Non-Local	FY2021 Membership- Olesen #155090	175.00
Ida County Sheriff Office	Non-Local	May 2021 K-9 Tactical Training	175.00
W. W. Grainger, Inc	Non-Local	Brushes	345.75
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	165.70
Siouxland Turf Products	Non-Local	Chemicals	311.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	147.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	143.75
Dale Vitito	Non-Local	Earpiece	134.84
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	372.25
Steffen Truck Equipment	Non-Local	Harness	110.30
Siouxland Turf Products	Non-Local	Chemicals	104.15
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	100.00
WaterPro Supplies Inc	Non-Local	Paint	99.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	94.40
Underground Location Company	Non-Local	Locate Services	74.80
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	200.15
W. W. Grainger, Inc	Non-Local	Gloves	63.93

My Buy Local_v1**Payment Date Range: 04/22/2021 - 05/05/2021**

Vendor Name	Buy Local Info	Payable Description	Total Payments
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	60.00
Iowa Department of Natural Resources	Non-Local	2021 Operator Cert Renewal- Streed	420.00
W. W. Grainger, Inc	Non-Local	Gloves	58.20
Steven A Beeck	Non-Local	Window Cleaning Services	39.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	77.60
Cintas First Aid & Safety	Non-Local	First Aid Supplies	33.21
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	28.00
Ed M. Feld Equipment Company, Inc	Non-Local	Gaskets	27.00
Regional Transit Authority	Non-Local	3rd Qtr FY2021 RIDES	11.00
Siouxland Turf Products	Non-Local	Chemicals Returned	-30.60
Utility Supply of America, Inc	Non-Local	Freight Credit	-63.76
Non-Local Total:		220,456.51	
Payroll/Refunds			
Jason Hoffman	Payroll/Refunds	Fuel	137.72
Rita Krowiorz	Payroll/Refunds	2021 CDL Reimbursement- Krowiorz	18.00
Payroll/Refunds Total:		155.72	
Grand Total:		1,131,416.15	

King's Pointe Resort

Claims Publication

From 4/15/2021 to 4/29/2021

Vendor	Description	Amount
Alliant Energy	Utilities	\$388.50
American Hotel Register Company	Supplies	\$1,368.20
Aquaseal Resurfacing, LLC	Services	\$5,464.00
BevSpot	Services	\$377.80
Pepsi Beverages Company	Beverages	\$2,023.35
Buena Vista County Env Health	Services	\$150.00
Buena Vista Medical Center	Services	\$736.00
Central States Group	Supplies	\$199.81
Cintas Corporation	Supplies	\$4,459.62
Color-ize	Supplies	\$579.60
Connie Hartman	Reimbursement	\$113.83
David T. Stokes	Services	\$50.00
Doll Distributing	Beverages	\$841.25
ECOLAB	Supplies	\$4,182.54
Frigitec Inc.	Supplies	\$140.20
Garbage Hauling Service, Inc.	Utilities	\$582.04
Graphic Edge	Supplies	\$83.50
GuestSupply	Supplies	\$3,548.66
Hermel Wholesale	Food	\$802.64
Hobart Sales and Service	Services	\$3,111.13
Hugo Rodriguez	Reimbursement	\$334.37
HyVee	Beverages	\$1,518.90
Imagine The Possibilities Inc	Services	\$120.00
Iowa Department of Public Health	Services	\$210.00
Iowa Sportsman	Advertising	\$350.00
Johnson Brothers	Beverages	\$717.20
Aerial Seven Logo Maps	Services	\$750.00
Kaleidoscope Marketing	Services	\$200.00
M3 Accounting Services	Services	\$770.71
Management Fee- March 2021	Contract	\$11,255.19
Martin Brothers	Food	\$10,849.22
Mediacom	Utilities	\$960.80
Olsen Welding & Machine	Services	\$15.00
MidAmerican Energy	Utilities	\$9,424.39
North American Directory Services LLC	Services	\$100.00
Office Elements	Supplies	\$277.69
Payroll 4/28/2021	Payroll	\$60,212.06
Pinnacle Communications	Services	\$135.00
Plumbing and Heating Wholesale, Inc.	Supplies	\$62.34
Power Solutions Inc.	Services	\$533.49
Precision Dynamics Corporation	Services	\$83.09
Quore Systems, LLC	Services	\$285.00
ServiceMaster by Rice	Services	\$132.68
Silverware POS Inc.	Services	\$690.00
Starfire Direct, Inc.	Services	\$3,301.87
Steve's Window Service	Services	\$120.00
Storm Lake Ace Hardware	Supplies	\$213.91

Super 8 Motel	Services	\$947.52
Symmetry Energy Solutions LLC	Services	\$9,913.53
Sysco Iowa, Inc.	Food	\$6,108.30
Farm News	Advertising	\$100.00
Verizon Wireless	Utilities	\$142.22
Wells Fargo Financial Leasing, Inc.	Services	\$235.18
		<u>\$150,272.33</u>

CITY OF STORM LAKE, REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS APRIL 19, 2021, 5:00 PM

Present: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice, Dan Smith, Kevin McKinney, and Maria Ramos. 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 telephone.

Mayor Porsch called the meeting to order at 5:01 pm.

Pledge of Allegiance

Agenda - Moved by Council Member Smith to approve setting the Agenda. Seconded by Council Member Ibarra. 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 the Iowa Pork Producers will be having an Iowa Pork Thank You Tour in Storm Lake this Wednesday, April 21st. The kickoff will begin at King's Pointe at 1:00 pm with a small presentation. Then from 4:00 pm to 6:00 pm at St. Mark Lutheran Church, the Pork Producers will be giving away 1100 pork loins to anyone in the community.

The City will be having Storm Lake Proud week this year from May 15th through May 22nd, and we are currently working on trying to line up different things for that week. At the end of the week, we will have some food trucks and maybe some music to end the week. We are looking for volunteers to help with cleanup of the parks, public properties in the City, and public City beaches. If interested in volunteering to help with the cleanup, please contact City Hall at cityhall@stormlake.org or the Mayor at porsch@stormlake.org.

Consent Agenda - Moved by Council Member McKinney to approve the Consent Agenda which includes list of bills Check #'s 76669 through 76728, EFT #'s 1871 through 1914, DFT #1124, King's Pointe and Sunrise Pointe disbursements, April 5, 2021 City Council minutes, Library Board and Airport March Minutes, new liquor license for Coffee Tree, approve the Bridge of Storm Lake Run For Our Future events for June 19, 2021, approve No Parking Zone Variances and Noise Variances for BVU on May 6, 8, and 9, approve a Civil Service Patrol Officer Eligibility List which includes Brandon Burkard, BVU Noise Variance Request for April 22 for Buenafiction Day and May 1st for Beaver Block Party, and SLPD City Code Enforcement summary. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Unfinished Business – Moved by Council Member McKinney to un-table Resolution No. 39-R-2020-2021 authorizing a notice of termination of agreement between the City of Storm Lake and the State of Iowa for the management of the Storm Lake Marina. Seconded by Council Member Ibarra. Vote: All Ayes. Motion Carried.

Finance Director Brian Oakleaf presented the following background information to the Council Members in-regards to the agreement between the City of Storm Lake and the State of Iowa for the management of the Storm Lake Marina:

1. As the docks, buildings land and every asset are owned by the State and outside of City Limits, the City's General Fund is the only funding source allowed by State Code (461A) for the Marina. Over the last 3 seasons alone the City has spent over \$200,000 on the Marina. In FY 2020 the City was required to absorb the rental of boat slips and spent \$97,198. In Fiscal Year 2021, the City budgeted \$33,060 for the Marina, which simply covered utilities, minor repairs and insurance which are necessary under paragraphs 6, 9 and 12 of the agreement.

2. The Legislature has continued to maintain a capped General Fund Levy of \$8.10 per \$1,000 of taxable value. Many, including the Iowa League of Cities, have called for an increase to that cap, but it has yet to happen. The Legislature, beginning in 2013, reduced the cap for agricultural and residential value growth from 4% down to 3%, effectively controlling General Fund Tax Revenue on current property. The city does not have the ability to change, adjust or increase or General Fund Tax Revenue above these State mandated limits.
3. In addition, the Legislature, beginning in Fiscal Year 2015, rolled back Commercial and Industrial property values by 10%. The Legislature agreed to a backfill to compensate Cities for this loss of revenue, capped at the level of payment in 2017, already costing the City property tax revenue. Now the Senate has passed (with the house debating,) a complete removal of the backfill in 6 years.
4. The Legislature, effective in FY 2017, began to rollback Multi-Residential property values from 100% of actual value to an eventual match of Residential property values (56.4094% in 2020.) The City of Storm Lake, as of 2020 valuations, has nearly \$17.1 million of Multi-Residential value, but since the actions of the Legislature for 2017, the taxable value is reduced to \$11.5 million, equal to \$5.6 million dollars in taxable value loss. Now, the legislature has completely dissolved the Multi-residential class, reducing the taxable value faster and further.
5. Our 2017 backfill cap was around \$179,000. Our actual losses from the rollback are over \$210,000 a year. Over the 11 years of Contract left after the backfill is dissolved, our General Fund will suffer by at least \$2.3 Million.
6. The agreement is in effect for another 17 years. Even at this year's basic costs, fulfilling paragraphs 6,9 and 12 would commit over \$562,000 of General Fund money to the Marina without a single capital or structural improvement. If we use the figures of our actual expenditures from the last 3 or 4 years, we are easily over \$1 Million.
7. Paragraph 21 of the Contract between the City and DNR states that either party may terminate the agreement upon 30 days' written notice to the other party if; through action of the legislature or governor, the City cannot, in the sole opinion of the City, meet its obligations under this Contract.
8. The State Legislature, since the signing of the Agreement, has taken several steps to control, cap, reduce and exhaust the only funding source available to meet the obligations of the Agreement.

City Manager Navratil stated that if the Council would act on this Resolution, the City has agreed to operate the Marina through October 31, 2021 and not in the 30 days mentioned in the contract.

Mayor Porsch commented that during this time the City can still have discussions with the DNR in an attempt to come up with some type of suitable solution to the Marina operations. Mayor asked if there was anyone on the phones with any comments.

Rachel Zander with Iowa DNR identified herself via telephone and said I am available to answer questions. I don't have any other comment to offer other than to say that we are in support, if the Council decides to terminate, we are in support of the October termination date rather than effective in 30 days.

Moved by Council Member Ibarra to approve Resolution No. 39-R-2020-2021 Authorizing a notice of termination of agreement between the City of Storm Lake and the State of Iowa for the management of the Storm Lake Marina. Seconded by Council Member Rice. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 39-R-2020-2021

RESOLUTION AUTHORIZING A NOTICE OF TERMINATION OF AGREEMENT BETWEEN THE CITY OF STORM LAKE AND THE STATE OF IOWA FOR THE MANAGEMENT OF THE STORM LAKE MARINA

WHEREAS, The State of Iowa, acting through the Iowa Department of Natural Resources (DNR), and the City of Storm Lake (City) jointly determined in 2014 that it was in the public interest to transfer the care and maintenance of state-owned real property, locally known as Storm Lake Marina, and

WHEREAS, The agreement was entered into under the authority of Iowa Code sections 364.1 and 461A.27, and

WHEREAS, Pursuant to said sections, the parties mutually agreed that the City would undertake the development, care, and maintenance of the state-owned real property, and

WHEREAS, The term of the agreement was effective on the date it is last signed and continues in full force and effect to and including December 31, 2038, and

WHEREAS, Under the agreement the City is obligated to maintain the property and the City's annual financial report for Fiscal Year 2020 indicates the City spent \$97,198 on the Marina with only \$55,550 of rental revenue to offset expenditures, with those revenues requiring a substantial capital investment to continue, and

WHEREAS, Basic, necessary expenditures to operate the Marina over the last 3 years have exceeded \$200,000 from the City's General Fund, the remaining seventeen (17) years of the contract could require over \$1 Million of General Fund dollars committed to the Marina, exclusive of necessary capital investment,

WHEREAS, the City's financial condition has significantly changed since 2014 due to laws enacted by the Iowa State Legislature, causing challenges to justify expending City Funds, already limited by Iowa State Code 461A solely to the City's General Fund on property outside of the City's corporate limits owned by the State of Iowa, and

WHEREAS, recent action taken by the Iowa Legislature in 2021 will further and substantially reduce revenues to the City's General Fund, estimated over the remaining life of the agreement to be over \$2.3 Million, and

WHEREAS, the City, at this time, has determined that 2021 operations of the Marina will be conducted pursuant to the Department of Natural Resources preference of essential services, and

WHEREAS, the agreement provides for the termination of the agreement if, through the action of the legislature or Governor, the City cannot, in the sole opinion of the City, meet its obligations under the agreement,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA, through the action of the Legislature or Governor, the City of Storm Lake cannot further maintain and manage the Property under the current terms of the agreement in substantially the same manner as state-owned marina areas are maintained and managed by the DNR,

BE IT FURTHER RESOLVED that the City Council directs staff and legal counsel to prepare a Notice of Termination of the Management Agreement effective October 31, 2021 and authorizes the Mayor of the City of Storm Lake, Michael Porsch, to sign the Notice of Termination of Management Agreement with the Iowa Department of Natural Resources.

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

Michael Porsch, Mayor

ATTEST

Mayra Martinez, City Clerk

Kaleidoscope Marketing - Joe Kelly with Kaleidoscope Marketing gave a power point presentation with an update on the marketing and tourism outreach for the City of Storm Lake.

Sunrise Pointe Golf Course – Tyler Gibbins informed the Council that the Golf committee members have been working on the membership drive, upcoming events, leagues, event rentals, the Junior golf program, a social event at the event center, golf hole sponsorships and marketing ideas.

Text Amendment to the Storm Lake Zoning Ordinance - Application No. 2021-1 - Moved by Council Member McKinney to approve waiving 2nd reading of Ordinance No. 05-O-2020-2021 of a proposed text amendment to the Storm Lake Zoning Ordinance to create a small-scale warehousing use – Application No. 2021-1. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

Moved by Council Member Ibarra to adopt on 3rd reading of Ordinance No. 05-O-2020-2021 of a proposed text amendment to the Storm Lake Zoning Ordinance to create a small-scale warehousing use – Application No. 2021-1 Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

ORDINANCE NO. 05-O-2020-2021

ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF STORM LAKE, A PART OF THE STORM LAKE MUNICIPAL CODE, TO ALLOW FOR CERTAIN SMALL SCALE WAREHOUSING BUSINESSES AS A CONDITIONAL USE IN THE HIGH DENSITY RESIDENTIAL (R-4) ZONING DISTRICT

WHEREAS, the City Staff has received a petition for changes in the text of the Storm Lake Zoning Ordinance and Subdivision Regulations to allow for certain small-scale warehousing as a conditional use in the High Density Residential (R-4) Zoning District;

WHEREAS, the City’s Planning and Zoning Commission has reviewed and recommended approval of the proposed changes in the text of the Zoning Ordinance that will allow for such additional use of real property in a R-4 Zoning District; and

WHEREAS, the proposed changes in the text of such Zoning Ordinance are consistent and in accordance with the comprehensive plan adopted by the City in Resolution No. 94-R-2012-2013 on February 18, 2013;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa, as follows:

Section 1. AMENDMENTS. The Zoning Ordinance of the City of Storm Lake is amended as follows:

a. In “Article Three-Use Types”, insert the following new subsection “ee.” in Section 307 immediately after subsection “dd.” of Section 307:

ee. Warehousing, Small Scale

Establishments providing for indoor warehousing, storage, distribution, and handling of goods and materials. The warehouse building does not exceed 10,000 square feet in area. All storage is completely inside of the warehouse facility and none is outdoors.

b. In “Article Four - Base Zoning District Regulations,” “Table 4-2-Permitted and Conditional Uses By Zoning Districts” under “Commercial Uses,” after “Veterinary Services” in the “Uses” column, insert “Warehousing, Small Scale;” and insert “C” in the “R-4” column of that row.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

FY 2021 Budget Amendment - Mayor Porsch opened the public hearing for the FY 2021 Budget Amendment stating this was the time and place for any comments. Mayor Porsch asked if there were any comments or questions. Hearing no comments from the public and no comments from the City Council, the Mayor then closed the public hearing.

Moved by Council Member Rice to adopt Resolution No. 70-R-2020-2021 amending the current budget for the Fiscal Year Ending June 30, 2021. Seconded by Council Member Ibarra. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 70-R-2020-2021

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2021

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

Section 1. Following notice published April 9, 2021 and the public hearing held, April 19, 2021 the current budget is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	4,305,324	0	4,305,324
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	4,305,324	0	4,305,324
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	795,824	-34,111	761,713
Other City Taxes	6	2,640,986	104,300	2,745,286
Licenses & Permits	7	165,195	80,700	245,895
Use of Money & Property	8	271,556	90,000	361,556
Intergovernmental	9	2,148,559	0	2,148,559
Charges for Service	10	11,183,918	0	11,183,918
Special Assessments	11	0	0	0
Miscellaneous	12	4,492,200	109,600	4,601,800
Other Financing Sources	13	1,700,000	7,235,000	8,935,000
Transfers In	14	9,870,318	286,044	10,156,362
Total Revenues & Other Sources	15	37,573,880	7,871,533	45,445,413
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	3,148,107	0	3,148,107
Public Works	17	2,503,687	3,863	2,507,550
Health and Social Services	18	24,000	0	24,000
Culture and Recreation	19	1,797,031	100,000	1,897,031
Community and Economic Development	20	398,698	29,354	428,052
General Government	21	743,030	61,682	804,712
Debt Service	22	3,065,072	7,235,000	10,300,072
Capital Projects	23	3,106,000	0	3,106,000
Total Government Activities Expenditures	24	14,785,625	7,429,899	22,215,524
Business Type/Enterprise	25	15,103,298	0	15,103,298
Total Gov Activities & Business Expenditures	26	29,888,923	7,429,899	37,318,822
Tranfers Out	27	9,870,318	286,044	10,156,362
Total Expenditures/Transfers Out	28	39,759,241	7,715,943	47,475,184
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-2,185,361	155,590	-2,029,771
Beginning Fund Balance July 1, 2020	30	20,802,416	21,481,831	42,284,247
Ending Fund Balance June 30, 2021	31	18,617,055	21,637,421	40,254,476
Explanation of Changes: Primary material difference resulting from Bond Refinancing: Other Financing Sources increased due to issuance, Debt Service increased due to redemption. Increase in insurance renewal of 4/1/21, slight increase in transition to in house economic development, increase to project AWAYSIS expenditures in Culture and Recreation. Result will be an additional \$155,590 in cash over original budget.				

NOW THEREFORE be it resolved by the City Council of the City of Storm Lake, Iowa, to approve the above said budget amendment for the 2020-2021 Fiscal Year.

PASSED AND APPROVED this 19th day of April 2020.

Michael Porsch, Mayor

ATTEST:

Mayra Martinez, City Clerk

General Obligation Loan Notes - Moved by Council Member McKinney to adopt Resolution No. 71-R-2020-2021 appointing paying agent, note registrar, and transfer agent approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement. Seconded by Council Member Smith. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 71-R-2020-2021

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

WHEREAS, \$930,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B, dated May 5, 2021, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

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

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

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$930,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B, dated May 5, 2021.
2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Moved by Council Member Ibarra to adopt Resolution No. 72-R-2020-2021 appointing paying agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 72-R-2020-2021

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

WHEREAS, \$5,690,000 General Obligation Refunding Capital Loan Notes, Series 2021A, dated May 5, 2021, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

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

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

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

3. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$5,690,000 General Obligation Refunding Capital Loan Notes, Series 2021A, dated May 5, 2021.

4. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Moved by Council Member Ibarra to adopt Resolution No. 73-R-2020-2021 approving and authorizing a form of loan agreement and authorizing and providing for the issuance and levying a tax to pay the note: approval of the tax exemption certificate and continuing disclosure certificate. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 73-R-2020-2021

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$930,000 TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2021B, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE CONTINUING DISCLOSURE 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 the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, including the Taxable General Obligation Refunding Capital Loan Notes, Series 2016A, essential corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Refunding Capital Loan Notes, to the amount of \$8,100,000 be authorized for said purpose(s); and

WHEREAS, it is found and determined that the aforesaid adjustment and refunding of present indebtedness is necessary and in the public interest and will benefit the City and its taxpayers by restructuring one (1) outstanding issue(s) of Notes for purposes of more efficient administration thereof; by conforming the debt service requirements to the anticipated receipt of tax funds thereby reducing the impact of delays in the collection of future taxes upon the City's cash flow; and to adjust the requirements of the outstanding indebtedness so as to facilitate the orderly retirement of Notes anticipated to be issued for future capital improvements; and

WHEREAS, it presently appears that the aforesaid benefits may be realized and at the same time savings may be effected in the debt service fund requirements of the City by refunding of the Notes set forth in the schedule set forth as Exhibit "A", attached to this Resolution and made a part hereof by this reference; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$8,100,000 General Obligation Refunding Capital Loan Notes to accomplish the above-described refunding, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the above mentioned Notes were heretofore sold at private sale and action should now be taken to issue said Notes conforming to the terms and conditions of the proposal accepted by the City.

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

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

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Storm Lake, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$930,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2021B, authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the costs of the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, including the Taxable General Obligation Refunding Capital Loan Notes, Series 2016A.
- "Project Fund" shall mean the fund into which a portion of the proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.
- "Refunded Bonds" shall mean \$910,000 of the \$1,340,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2016A, dated May 10, 2016.

- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Treasurer" shall mean the Finance Director 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. 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, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$122,259.79	2021/2022*
\$120,917.00	2022/2023
\$120,290.00	2023/2024
\$129,300.00	2024/2025
\$347,716.00	2025/2026
\$142,548.00	2026/2027

*A levy has been included in the budget previously certified for the Refunded Notes.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2021 will be collected during the fiscal year commencing July 1, 2022.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the 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 2 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 3. 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 "2021B TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE FUND NO. 1" (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 property that is centrally assessed by the State of Iowa.

Section 4. 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 therefrom for the purposes of issuance. Proceeds invested shall mature before the date on which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Note Fund.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2019, 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 6. Note Details, Execution and Redemption.

a) Note Details. Taxable General Obligation Refunding Capital Loan Notes of the City in the amount of \$930,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE, SERIES 2021B", be dated May 5, 2021, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2021, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

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

Principal Amount	Interest Rate	Maturity June 1st
\$110,000	0.470%	2022
\$110,000	0.570%	2023
\$110,000	0.900%	2024
\$120,000	1.320%	2025
\$340,000	1.520%	2026
\$140,000	1.820%	2027

b) Redemption. The Notes are not subject to optional redemption prior to maturity.

Section 7. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent,

Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Blanket Issuer Letter of Representations to DTC sets forth certain matters with respect to notices, consents and approvals by Noteholders and payments on the Notes. The Blanket Issuer Letter of Representations is hereby authorized, and execution thereof by the Mayor is conclusive evidence of this approval.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method of payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

i) Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

j)

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

l) 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.

m) 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.

n) 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.

o) 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.

p) 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.

q) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional

Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

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

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any 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 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

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

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

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

Section 12. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF BUENA VISTA"
"CITY OF STORM LAKE"
"TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE"
"SERIES 2021B"
ESSENTIAL CORPORATE PURPOSE

Rate: _____
Maturity: _____
Note Date: May 5, 2021
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: \$ _____

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

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2021, and semiannually thereafter on the 1st day of June and December in each year.

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

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

This Note is issued pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, for the purpose of paying costs of the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, including the Taxable General Obligation Refunding Capital Loan Notes, Series 2016A, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

The Notes are not subject to optional redemption prior to maturity.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, 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.

IN TESTIMONY WHEREOF, the Issuer by its 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 the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication:_____

This is one of the Notes described in the within mentioned Resolution,
as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF STORM LAKE, STATE OF IOWA

By: _____ +

Michael Porsch, Mayor

ATTEST:

By: _____

Mayra A. Martinez, City Clerk

(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
- A 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

(End of form of Note)

Section 13. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 14. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 15. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 16. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 17. 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.

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

ATTEST:

Michael Porsch, Mayor

Mayra A. Martinez, City Clerk

EXHIBIT "A"

Refunded Bonds

Principal Amount	Interest Rate	Maturity June 1st
\$100,000	2.00%	2022
\$110,000	2.50%	2023
\$110,000	2.50%	2024
\$120,000	2.50%	2025
\$340,000	3.00%	2026
\$130,000	3.00%	2027

\$910,000 will be redeemed on June 1, 2021

Moved by Council Member McKinney to adopt Resolution No. 74-R-2020-2021 approving and authorizing for the issuance and levying a tax to pay the note: approval of the tax exemption certificate and continuing disclosure certificate. Seconded by Council Member. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 74-R-2020-2021

**RESOLUTION APPROVING AND AUTHORIZING A FORM OF
LOAN AGREEMENT AND AUTHORIZING AND PROVIDING
FOR THE ISSUANCE OF \$5,690,000 GENERAL OBLIGATION
REFUNDING CAPITAL LOAN NOTES, SERIES 2021A, AND
LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE
TAX EXEMPTION CERTIFICATE AND CONTINUING
DISCLOSURE 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 the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, including the General Obligation Urban Renewal Refunding Bonds, Series 2012C; Storm Water Revenue Bonds, Series 2013C; Sales Tax Increment Revenue Bonds Series 2015; General Obligation Capital Loan Notes, Series 2015; and Storm Water Revenue Capital Loan Notes, Series 2015, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Refunding Capital Loan Notes, to the amount of \$8,100,000 be authorized for said purpose(s); and

WHEREAS, it is found and determined that the aforesaid adjustment and refunding of present indebtedness is necessary and in the public interest and will benefit the City and its taxpayers by restructuring five (5) outstanding issue(s) of Notes for purposes of more efficient administration thereof; by conforming the debt service requirements to the anticipated receipt of tax funds thereby reducing the impact of delays in the collection of future taxes upon the City's cash flow; and to adjust the requirements of the outstanding indebtedness so as to facilitate the orderly retirement of Notes anticipated to be issued for future capital improvements; and

WHEREAS, it presently appears that the aforesaid benefits may be realized and at the same time savings may be effected in the debt service fund requirements of the City by refunding of the

Notes set forth in the schedule set forth as Exhibit "A", attached to this Resolution and made a part hereof by this reference; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$8,100,000 General Obligation Refunding Capital Loan Notes to accomplish the above-described refundings, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the above-mentioned Notes were heretofore sold at private sale and action should now be taken to issue said Notes conforming to the terms and conditions of the proposal accepted by the City.

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

Section 18. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Storm Lake, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$5,690,000 General Obligation Refunding Capital Loan Notes, Series 2021A, authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the costs of the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds,

warrants, or judgments, or the funding or refunding of the same, including the General Obligation Urban Renewal Refunding Bonds, Series 2012C; Storm Water Revenue Bonds, Series 2013C; Sales Tax Increment Revenue Bonds Series 2015; General Obligation Capital Loan Notes, Series 2015; and Storm Water Revenue Capital Loan Notes, Series 2015.

- "Project Fund" shall mean the fund into which a portion of the proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Refunded Bonds" shall mean \$790,000 of the Storm Water Revenue Bonds, Series 2013C, dated May 28, 2013; \$1,975,000 of the General Obligation Urban Renewal Refunding Bonds, Series 2012C, dated February 1, 2012; \$1,215,000 of the Sales Tax Increment Revenue Bonds (Unlimited Property Tax Supported) Bonds, Series 2015 dated September 18, 2015; (Expansion Boulevard); \$1,353,000 of the Sales Tax Increment Revenue (Unlimited Property Tax Supported) Bonds, Series 2015 dated September 18, 2015; (North Central); and \$545,000 of the Storm Water Revenue Capital Loan Notes, Series 2015 dated September 18, 2015.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the Finance Director 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 19. 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, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$636,010.28	2020/2021*
\$743,700.00	2021/2022*
\$756,400.00	2022/2023
\$780,900.00	2023/2024
\$765,350.00	2024/2025
\$359,650.00	2025/2026
\$345,500.00	2026/2027
\$346,500.00	2027/2028
\$345,300.00	2028/2029
\$324,000.00	2029/2030
\$318,000.00	2030/2031
\$312,000.00	2031/2032
\$306,000.00	2032/3033

*A levy has been included in the budget previously certified for the Refunded Notes.

(NOTE: For example, the levy to be made and certified against the taxable valuations of January 1, 2019 will be collected during the fiscal year commencing July 1, 2020.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the 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 2 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 20. 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 "2021 GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE FUND NO. 1" (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 property that is centrally assessed by the State of Iowa.

Section 21. 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 therefrom for the purposes of issuance. Proceeds invested shall mature before the date on which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Note Fund.

Section 22. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, 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, 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 23. Note Details, Execution and Redemption.

a) Note Details. General Obligation Refunding Capital Loan Notes of the City in the amount of \$5,690,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE, SERIES 2021A", be dated May 5, 2021, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2021, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

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

Principal Amount	Interest Rate	Maturity June 1st
\$625,000	3.00%	2021
\$610,000	3.00%	2022
\$650,000	3.00%	2023
\$685,000	3.00%	2024
\$690,000	3.00%	2025
\$305,000	3.00%	2026
\$300,000	3.00%	2027
\$310,000	2.00%	2028
\$315,000	2.00%	2029
\$300,000	2.00%	2030
\$300,000	2.00%	2031
\$300,000	2.00%	2032
\$300,000	2.00%	2033

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2027, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

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

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 24. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed,

giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Blanket Issuer Letter of Representations to DTC sets forth certain matters with respect to notices, consents and approvals by Noteholders and payments on the Notes. The Blanket Issuer Letter of Representations is hereby authorized, and execution thereof by the Mayor is conclusive evidence of this approval.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as

may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

i) Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

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

k) 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.

l) 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.

m) 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.

n) 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.

o) 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.

p) 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 25. 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 26. 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 27. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

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

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

Section 28. 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 29. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF BUENA VISTA"
"CITY OF STORM LAKE"
"GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE"
"SERIES 2021A"
ESSENTIAL CORPORATE PURPOSE

Rate: _____
Maturity: _____
Note Date: May 5, 2021
CUSIP No.: _____
"Registered"

Certificate No. _____
Principal Amount: \$ _____

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

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2021, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. 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 384.24A and 384.25 of the Code of Iowa, for the purpose of paying costs of the settlement, adjustment, renewing, or extension of any part or all of the legal indebtedness of a city, whether evidenced by bonds, warrants, or judgments, or the funding or refunding of the same, including the General Obligation Urban Renewal Refunding Bonds, Series 2012C; Storm Water Revenue Bonds, Series 2013C; Sales Tax Increment Revenue Bonds Series 2015; General Obligation Capital Loan Notes, Series 2015; and Storm Water Revenue Capital Loan Notes, Series 2015, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2027, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

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

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

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

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.

IN TESTIMONY WHEREOF, the Issuer by its 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 the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: _____
This is one of the Notes described in the within mentioned Resolution,
as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: _____
Authorized Signature
Registrar and Transfer Agent: UMB Bank, N.A.
Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF STORM LAKE, STATE OF IOWA

By: _____
Michael Porsch, Mayor

ATTEST:

By: _____
Mayra A. Martinez, City Clerk

(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
A 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

(End of form of Note)

Section 30. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 31. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 32. 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 notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes 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 notes.

Section 33. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. 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 at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 34. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 35. 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 36. 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 37. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, as amended, the Notes are deemed designated and may be treated as designated pursuant to Internal Revenue Code Section 265(b)(3)(D)(ii) and (iii) to the extent the amount of the Notes does not exceed the outstanding amount of the Refunded Bonds (\$5,878,000) previously designated under Section 265(b)(3)(B), the average maturity date of the Notes is not later than the average maturity date of the Refunded Bonds, and the Notes will finally mature not later than 30 years after the date the original qualified tax-exempt obligation was issued. The Issuer further represents that the Notes are issued to refund (other than to advance refund within the meaning of Section 149(d)(5) of the Internal Revenue Codes of 1986, as amended) the Refunded Bonds. Finally the aggregate face amount of the Notes does not exceed Ten (10) Million Dollars.

For the sole purpose of qualifying the remainder of the Notes (\$0) as "Qualified Tax Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, as amended, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 38. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 39. 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.

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

EXHIBIT "A"

Refunded Bonds

General Obligation Urban Renewal Refunding Bonds, Series 2012C:

Principal Amount	Interest Rate	Maturity June 1st
\$350,000	2.00%	2021
\$375,000	2.00%	2022
\$400,000	2.05%	2023
\$425,000	2.15%	2024
\$425,000	2.20%	2025

Storm Water Revenue Bonds, Series 2013C:

Principal Amount	Interest Rate	Maturity June 1st
\$100,000	2.000%	2021 *
\$105,000	2.300%	2023 *
\$110,000	2.600%	2025 *
\$120,000	2.900%	2027 *
\$125,000	3.100%	2029 *
\$135,000	3.300%	2031 *
\$145,000	3.500%	2033 *

* Term Bonds

Sales Tax Increment Revenue Bonds (Unlimited Property Tax Supported) Bonds, Series 2015

Principal Amount	Interest Rate	Maturity June 1st
\$70,000	2.00%	2021
\$86,000	2.00%	2022
\$87,000	2.00%	2023

\$89,000	2.00%	2024
\$91,000	2.00%	2025
\$92,000	2.00%	2026
\$94,000	2.00%	2027
\$96,000	2.00%	2028
\$98,000	2.00%	2029
\$100,000	2.00%	2030
\$102,000	2.00%	2031
\$104,000	2.00%	2032
\$106,000	2.00%	2033

Storm Water Revenue Capital Loan Notes, Series 2015

Principal Amount	Interest Rate	Maturity June 1st
\$32,000	2.00%	2021
\$32,000	2.00%	2022
\$33,000	2.00%	2023
\$33,000	2.00%	2024
\$34,000	2.00%	2025
\$35,000	2.00%	2026
\$35,000	2.00%	2027
\$36,000	2.00%	2028
\$37,000	2.00%	2029
\$38,000	2.00%	2030
\$38,000	2.00%	2031
\$39,000	2.00%	2032
\$40,000	2.00%	2033
\$41,000	2.00%	2034
\$42,000	2.00%	2035

2020 Sanitary Sewer Cleaning & Televising Project - Moved by Council Member Ibarra to adopt Resolution No. 75-R-2020-2021 approving final completion, Change Order No. 1 for \$178.90 decrease, and final payment of \$21,813.90 to the 2020 Sanitary Sewer cleaning and televising project. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 75-R-2020-2021

RESOLUTION ADOPTING CHANGE ORDER NO. 1, APPROVING FINAL COMPLETION AND FINAL PAYMENT FOR THE 2020 SANITARY SEWER CLEANING AND TELEVISIONING 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 2020 Sanitary Sewer Cleaning and Televising 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 \$21,992.80 was awarded to Empire Pipe Services for the project; and

WHEREAS, Construction was deemed substantially complete on November 20, 2020.

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

Section 1. To approve Change Order No. 1 to the contract for a decrease of \$178.90 to the contract for a total contact amount of \$21,813.90, approve final completion and authorize final payment for the project.

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

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Inter-fund Transfers and Adjustments - Moved by Council Member Smith to adopt Resolution No. 76-R-2020-2021 authorizing inter-fund transfers and adjustments. Seconded by Council Member Ibarra. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 76-R-2020-2021
A RESOLUTION AUTHORIZING INTERFUND TRANSFERS AND ADJUSTMENTS

Be it Resolved by the Council of the City of Storm Lake:
Section 1. Whereas, there is a need to transfer resources between funds provided as follows:
Fund Key:

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

Section 2. Whereas, there is a need to transfer resources between funds to provide for operations, fund balancing, and debt service in amounts not to exceed according to the certified budget for fiscal year 2020-2021 as follows:

Fund From:	Fund To:	Description (What):	Amount:
Fund 004	Fund 001	Campground Electrical Upgrades	\$25,000.00
Fund 121	Fund 001	Detective Toughbook	\$5,000.00
Fund 004	Fund 001	Dock Replacement	\$20,000.00
Fund 119	Fund 001	Emergency Levy Supplement	\$86,292.00
Fund 121	Fund 001	iPads (5)	\$5,000.00
Fund 010	Fund 001	PD Roof	\$50,000.00
Fund 010	Fund 001	Printers/Scanners & Other IT Peripheral	\$7,000.00
Fund 123	Fund 001	Recreation Set-A-Side	\$75,000.00
Fund 010	Fund 001	IT Solutions	\$49,056.00
Fund 010	Fund 001	Trail Set-A-Side	\$25,000.00
Fund 123	Fund 001	Witter Gallery Outside Agency Funding	\$18,000.00
Fund 123	Fund 003	OWP Circulation Pump	\$5,000.00

Fund 040	Fund 004	Cabins 2021 Construction Project	\$300,000.00
Fund 121	Fund 110	Pickup #135 Replacement	\$60,000.00
Fund 121	Fund 110	RR Crossing Improvements	\$70,000.00
Fund 620	Fund 200	\$1.5M NCSW SRF	\$98,061.00
Fund 124	Fund 200	\$1.755M NCSW SRF	\$80,000.00
Fund 620	Fund 200	\$1.755M NCSW SRF	\$42,400.00
Fund 123	Fund 222	\$400k of \$3.825M Bond	\$27,081.00
Fund 123	Fund 222	\$965k of \$1.34M (\$2.06M) Bond	\$97,508.00
Fund 757	Fund 223	\$1.85M Hotel Revenue Bond	\$201,431.00
Fund 125	Fund 224	\$1.7M of \$3.825M Bond	\$133,827.00
Fund 125	Fund 224	\$375k of \$1.34M (\$2.06M) Bond	\$24,244.00
Fund 121	Fund 225	\$8.171M GO Bond	\$395,800.00
Fund 224	Fund 227	\$1.7M of \$3.825M Bond	\$133,827.00
Fund 220	Fund 227	\$3.5M of \$3.825M Bond	\$230,880.00
Fund 222	Fund 227	\$400k of \$3.825M Bond	\$27,081.00
Fund 224	Fund 228	\$375k of \$1.34M (\$2.06M) Bond	\$24,244.00
Fund 222	Fund 228	\$965k of \$1.34M (\$2.06M) Bond	\$97,508.00
Fund 121	Fund 230	Interest of \$8.171M GO Bond	\$210,906.00
Fund 121	Fund 230	Principal of \$8.171M Hotel GO Bond	\$305,000.00
Fund 126	Fund 233	\$2.685M GO (\$3.39M) Bond	\$216,750.00
Fund 233	Fund 234	\$2.685M GO (\$3.39M) Bond	\$216,750.00
Fund 110	Fund 301	C63 Resurfacing (Partner with BVC)	\$150,000.00
Fund 121	Fund 301	Hwy 7/110 Traffic Lane/Signalization	\$350,000.00
Fund 010	Fund 301	Oneida Street to Milwaukee	\$842,000.00
Fund 110	Fund 301	Oneida Street to Milwaukee	\$377,000.00
Fund 610	Fund 301	Oneida Street to Milwaukee	\$100,000.00
Fund 600	Fund 301	Oneida Street to Milwaukee	\$387,000.00
Fund 600	Fund 603	\$2.163M Water Revenue Bond	\$83,104.00
Fund 600	Fund 603	\$7.5M Water Revenue SRF	\$485,480.00
Fund 610	Fund 611	Memorial LS Upgrades- CDBG Funds	\$600,000.00
Fund 610	Fund 612	\$4.538M Sewer Revenue Bond	\$450,282.00
Fund 610	Fund 612	\$660k Sewer Revenue Bond	\$45,035.00
Fund 010	Fund 621	4th & Barton SW Construction	\$61,251.00
Fund 110	Fund 621	4th & Barton SW Construction	\$50,000.00
Fund 010	Fund 621	Tulip Lane Subdrain Reconstruction	\$275,000.00
Fund 620	Fund 622	\$1.1M SW Bond	\$73,660.00
Fund 620	Fund 622	\$729K NCSW SRF	\$46,120.00
Fund 620	Fund 622	\$750k NCSW SRF	\$48,240.00
Fund 125	Fund 756	Property Tax Transfer	\$156,160.00
Fund 757	Fund 756	Property Tax Transfer	\$63,084.00
Fund 121	Fund 757	King's Pointe Remodel/Refresh	\$86,250.00
Fund 125	Fund 757	King's Pointe Remodel/Refresh	\$100,000.00
Fund 112	Fund 825	Wellness	\$12,000.00
Fund 112	Fund 910	411 Pension	\$286,043.39
Fund 001	Fund 112	Housekeeping Other Pay Transfer	\$223,353.63
Fund 110	Fund 112	Housekeeping Other Pay Transfer	\$41,856.18
			\$8,756,565.20

NOW THEREFORE be it resolved by the City Council of the City of Storm Lake, Iowa, to approve the above said transfers of funds for the 2020-2021 Fiscal Year.

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Amendment No. 3 To The Storm Lake Urban Revitalization Plan - Mayor Porsch opened the public hearing on the matter of the adoption of a proposed amendment No. 3 to the Storm Lake Urban Revitalization Plan for the Storm Lake Urban Revitalization Area stating this was the time and place for any comments. Mayor Porsch asked if there were any comments or questions. Hearing no comments from the public and no comments from the City Council, the Mayor then closed the public hearing.

Moved by Council Member Ibarra to adopt Resolution No. 77-R-2020-2021 adopting the proposed amendment No. 3 to the Storm Lake Urban Revitalization plan for the Storm Lake Urban Revitalization Area. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 77-R-2020-2021

RESOLUTION ADOPTING AMENDMENT NO. 3 TO THE STORM LAKE URBAN REVITALIZATION PLAN FOR THE STORM LAKE URBAN REVITALIZATION AREA

WHEREAS, pursuant to the provisions of Chapter 404, Code of Iowa, by Resolution No. 48-R-2004-2005 adopted on February 21, 2005, the City of Storm Lake, Iowa ("City") adopted the Storm Lake Urban Revitalization Plan (the "Revitalization Plan" or "Plan") for the Storm Lake Urban Revitalization Area (the "Urban Revitalization Area" or "Area"); and

WHEREAS, by the foregoing action, the Council has determined that the Urban Revitalization Area within the City of Storm Lake can be revitalized as authorized by Code of Iowa Chapter 404 (the "Act"); and

WHEREAS, the Revitalization Plan has subsequently been amended twice, lastly by the adoption of Amendment No. 2 to the Plan, adopted on November 5, 2018; and

WHEREAS, a proposed Amendment No. 3 to the Plan ("Amendment") has been prepared, the purpose of which is to: (1) remove the termination date of the Plan, (2) add an exemption schedule for properties with three or more dwelling units that are assessed as residential on or after January 1, 2022 (in response to the elimination of the multiresidential property assessment classification for assessments imposed on or after January 1, 2022), and (3) add an exemption schedule for properties determined to be "abandoned" properties; and

WHEREAS, after published notice was given, as required by the Act, the City Council held a public hearing at its meeting on April 19, 2021, on the Amendment and considered all objections, comments, and evidence presented.

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

Section 40. That all objections received, if any, at the public hearing referred to in the preamble above are found to be without sufficient merit to warrant amending the proposed Amendment.

Section 41. That the Amendment, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 1 to the Storm Lake Urban Revitalization Plan for the City of Storm Lake, State of Iowa," and that the Amendment is hereby in all respects approved. The City Clerk is hereby directed to file a certified copy of the Amendment, along with a copy of this Resolution, with the Recorder for Buena Vista County, Iowa, to be recorded, and with the Assessor for Buena Vista County, Iowa.

Section 42. That, notwithstanding any resolution, ordinance, plan, amendment, or other documents, the Amendment shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan, as amended.

Section 43. That all other provisions of the Plan not affected or otherwise revised by the Amendment are hereby ratified, confirmed, and approved in all respects, and that all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed, to the extent of such conflict.

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

EXHIBIT 1

AMENDMENT NO. 3 TO THE STORM LAKE URBAN REVITALIZATION PLAN FOR THE STORM LAKE URBAN REVITALIZATION AREA

City of Storm Lake, Iowa

INTRODUCTION

The City of Storm, Iowa ("City") adopted the Storm Lake Urban Revitalization Plan ("Plan") for the Storm Lake Urban Revitalization Area (the "Urban Revitalization Area" or "Area") by action of the City Council on February 21, 2005. The Plan was adopted to promote the revitalization of properties in the Area, by providing tax abatement on eligible improvements.

The City is amending the Plan with the adoption of this Amendment No. 3 to the Plan ("Amendment" or "Amendment No. 3") to: (1) remove the termination date of the Plan, (2) add an exemption schedule for properties with three or more dwelling units that are assessed as residential on or after January 1, 2022 (in response to the elimination of the multiresidential property assessment classification for assessments imposed on or after January 1, 2022), and (3) add an exemption schedule for properties determined to be "abandoned" properties.

Except as modified by this Amendment No. 3, the provisions of the Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided therein. All subsections of the Plan not mentioned in this Amendment shall continue to apply to the Plan and the Area. In case of any conflict or uncertainty, the terms of this Amendment No. 3 shall control and any parts of the Plan in conflict with this Amendment No. 3 are hereby repealed.

AMENDMENTS TO PLAN

Section J and Section K of the Plan, as previously amended, are hereby repealed in their entirety and replaced with the following:

J. TIME FRAME

The Plan, as amended, shall remain in effect until terminated by action of the City Council. The Area shall continue until the City Council determines that the goals for revitalization under the Plan have been achieved, and the City terminates the Plan and repeals the applicable ordinance establishing the Revitalization Area. If, at any time, the City Council feels that its goals for revitalization have been achieved and that continuation would no longer benefit the City, then the City Council may repeal the ordinance establishing the Revitalization Area pursuant to Section 404.7 of the Code of Iowa. However, any applications for exemption which are already approved when the ordinance is repealed will be allowed to continue until their completion or expiration.

The City reserves the right to extend or further amend the Plan and/or the ordinance to the extent allowed by law.

K. EXEMPTIONS

All qualified real estate assessed as residential property is eligible to receive a one hundred percent (100%) exemption from taxation on the first seventy-five thousand dollars (\$75,000) of actual value added by the improvements. The exemption is for a period of five (5) years.

All qualified real estate assessed as residential property under Iowa Code Section 441.21(14)(a)(6) on or after January 1, 2022, having three or more separate dwelling units, is eligible to receive a one hundred percent (100%) exemption from taxation on the actual value added by the improvements. The exemption is for a period of ten (10) years. This exemption is available for this particular subset of residential property in lieu of the general residential property exemption set forth above, and is made available to further the City’s planning objectives with respect to ensuring the availability of a variety of housing options and promoting the development of multi-family residential properties.

All qualified real estate assessed as commercial property is eligible to receive a fifty percent (50%) exemption from taxation on the actual value added by the improvements. The exemption is for a period of three (3) years.

All qualified real estate assessed as multiresidential property prior to January 1, 2022, if the multiresidential property consists of three (3) or more separate living quarters with at least seventy-five percent (75%) of the space used for residential purposes, is eligible to receive a one hundred percent (100%) exemption from taxation on the actual value added by the improvements. The exemption is for a period of ten (10) years.

All qualified real estate determined to be abandoned property pursuant to Iowa Code Section 404.3B (meeting the definition of “abandoned” in Iowa Code Section 657A.1) shall be eligible to receive a one hundred percent (100%) exemption from taxation on the actual value added by the improvements. The exemption is for a period of five (5) years.

EFFECTIVE DATE OF AMENDMENT

This Amendment No. 3 shall become effective upon adoption by the City Council (“Effective Date”). The Plan, as amended, shall remain in effect until the City Council terminates and repeals the Plan and designating ordinance under the terms of the Plan and the provisions of Iowa Code Chapter 404.

01849140-1V11149-124

Single-Family Dwellings Building Permit Fees Program - Moved by Council Member Ibarra to approve the new incentive Single-Family Dwellings Building Permit Fees program. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

City Council Requested Items – Council Member Rice asked that we look into hiring an Economic Development person and discussing this in a work session at the next Council meeting.

Mayor Porsch informed the Council members that he had an inquiry from Tom Fitzpatrick. He would like for this summer season to use the back building of the Marina for boat sales, boat rentals and boat storage. If the Council would like to entertain this idea, the City Council needs to give direction to the City Manager Navratil. Per the Council members approval, City Manager Navratil has the authority to enter into negotiations with Tom Fitzpatrick for a contract to use part of the Marina for this summer season.

Adjourn - Moved by Council Member Ibarra to adjourn at 6:10 pm. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Applicant License Application (LC0046253)

Name of Applicant: <u>La Isla Restaurant 2, Inc.</u>		
Name of Business (DBA): <u>Lalsla Restaurant 2</u>		
Address of Premises: <u>723 Lake Avenue North</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 213-1050</u>		
Mailing <u>723 Lake Avenue North</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>Edgar DeLuna</u>	
Phone: <u>(712) 259-8654</u>	Email <u>edgar.deluna11@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 03/03/2021

Expiration Date: 03/02/2022

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Brian Martinez

First Name: <u>Brian</u>	Last Name: <u>Martinez</u>	
City: <u>South Sioux City</u>	State: <u>Nebraska</u>	Zip: <u>68776</u>
Position: <u>Sole Shareholder, Director</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Auto Owners Insurance Company</u>	
Policy Effective Date: <u>03/03/2021</u>	Policy Expiration <u>03/03/2022</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: CHRIS COLE

DATE: MARCH 19, 2021

REFERENCE: LIQUOR LICENSE RENEWAL
LA ISLA RESTAURANT 2
723 LAKE AVE

Discussion: Per your request I have accessed the department computer for calls of interest to the aforementioned establishment. The calls are as follows:

3/16/2020 to
3/16/2021

INCIDENTS

911 Hang Up Call	2
Hit and Run	1
Intoxicated Driver	2

ARRESTS	0
---------	---

Recommendation: Approval of liquor license.

Services <https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1619817610608>

Agencies <https://directory.iowa.gov/?ia_slv=1619817610608>

Social <https://directory.iowa.gov/social/Index?ia_slv=1619817610608>

Exit (I)

Save and Exit

<https://www.iowa.gov/search/google?ia_slv=1619817610608>

- ✓ License or Permit Type
- ✓ Privileges / Sub-Permits
- ✓ Premises
- ✓ Ownership
- ✓ Criminal History / Violations
- ✓ Dramshop Verification
- ✓ Document Upload

- ✓ Local Authority

Step 9 of 10

Review

Review

NEED HELP ?

Attestation / Endorsement

License or Permit Type

License or Permit Type

Class C Liquor License

Length of License Requested

12 Month

Tentative Effective Date

2021-05-11

Tentative Expiration Date

2022-05-10

Privileges / Sub-Permits Information

Privileges

Sub-Permits

Premises Information

Business Information

* (required) Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)

Iordanou Inc

* (required) Name of Business (D/B/A)

Malarkys Pub

Indicate how the business will be operated

Privately Held Corporation

* (required) Federal Employer ID #

* (required) Business Number of Secretary of State

100245

Tentative Expiration Date

May 10, 2022

Premises Information

Address of Premises:

Address or location

Address or location

147 Flindt Drive, Storm Lake, Iowa, Buena Vista

Search by a location name or address to automatically populate the address fields below (optional)

*** (required) Premises Street**

147 Flindt Drive

Premises Suite/Apt Number*** (required) Premises City**

Storm Lake

Premises State

Iowa

*** (required) Premises Zip/Postal Code**

50588-0000

Premises County

Buena Vista

*** (required) Local Authority**

City of Storm Lake

Control of Premises

lease

Is the capacity of your establishment over 200?

Yes

Are other liquor, wine or beer businesses accessible from the interior of your premises?

No

Equipped with tables and seats to accommodate a minimum of 25?

Yes

*** (required) # of Floors:**

1

of Bathrooms:

2

Premises Type

Bar/Tavern

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

Yes

yes

Contact Information*** (required) Contact Name**

Christos

*** (required) Business Phone**

(712) 732-2055

*** (required) Email Address***** (required) Phone**☐ Same as Premises Address**Mailing Address:****Address or location**

Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

147 Flindt Dr

Mailing Suite/Apt Number**Mailing City**

Storm Lake

Mailing State

Iowa

Mailing Zip/Postal Code

50588

Mailing County**Business Demographics Information**

Christos Iordanou

Position: Owner

Ownership: 100%

Criminal History Information

Have you ever been convicted of a felony offense in Iowa or any other state of the United States? If you selected "yes", please list your violations below

No

Have any of the owners listed in the ownership screen ever been charged, arrested, indicted, convicted or received a deferred judgment for any violation of any state, county, city, federal or foreign law? All information shall be reported regardless of the disposition, even if dismissed or expunged. Include pending charges. DO NOT include traffic violations, except those that are alcohol related. If you selected "yes", please list your violations below.

No

Are there any violations for owners identified on the Business Demographics step not listed below?

No

Dramshop Verification Information

Dram Shop

Arrowhead General Insurance Agency

Local Authority Information

*** (required) Daytime Phone for Local Authority**

(712) 732-8000

Sketch on File

Yes

Lease, Final Sales Contract, or Warranty Deed on

File

Yes

Premise's Address Correct?

Yes

Premises Zoned Properly?

Yes

Fire Inspection Completed?

Yes

Health Inspection Completed?

No

Was a DCI background check run?

No

Previous License Number for this Location

*** (required) Local Authority Email Address**

cityclerk@stormlake.org

Comments

Amount Owed to Local Authority

845.00

Document Upload Information

DOCUMENT NAME Deed/Final Sales Contract or Lease
UPLOADED DOCUMENTS
UPLOADED DOCUMENTS

DOCUMENT NAME Sketch
UPLOADED DOCUMENTS
UPLOADED DOCUMENTS

Previous

Next

RESOLUTION NO. 78-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	\$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 (only valid from March 2, 2020 to December 31, 2020 with Council approval)	\$1.00	

Building & Sign Permit Fees

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

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

Electrical Fees

For New Residences		5-4-9
Single Dwelling	\$38.00	
Duplex Dwelling	\$56.75	
Triplex Dwelling	\$75.50	
4-Plex Dwelling	\$113.00	
Multi Units Between 5 and 12	\$156.75	
Over 12 Units	\$156.75 plus \$38.00 each over 12	
For New Commercial or Industrial Buildings		
First \$5,000.00 at \$8.00 per/\$1,000.00 of cost		
Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost		
Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost		
Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost		
Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost		
All over \$25,000.00 at \$1.50 per/\$1,000.00 of cost		
For Rewiring, Repairs or Alterations on Residence, Commercial and Industrial Buildings		
\$100.00 to \$150.00 electric contract	\$6.75	
\$151.00 to \$200.00 electric contract	\$8.00	
\$201.00 to \$250.00 electric contract	\$9.25	
\$251.00 to \$300.00 electric contract	\$10.50	
\$301.00 to \$350.00 electric contract	\$11.75	
\$351.00 to \$400.00 electric contract	\$13.00	
\$401.00 to \$450.00 electric contract	\$14.25	
\$451.00 to \$500.00 electric contract	\$15.50	
\$501.00 to \$1,000.00 electric contract	\$23.00	
\$1,001.00 to \$2,000.00 electric contract	\$28.00	
All over \$2,001.00	\$28.00 plus \$1.50 per \$100.00	

Plumbing Fees

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

Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost
 Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost
 Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost
 All over \$25,000.00 at \$1.75 per/\$1,000.00 of cost
 For Repairs or Alterations on Residence, Commercial and Industrial Buildings
 \$100.00 to \$150.00 plumbing contract \$6.75
 \$151.00 to \$200.00 plumbing contract \$8.00
 \$201.00 to \$250.00 plumbing contract \$9.25
 \$251.00 to \$300.00 plumbing contract \$10.50
 \$301.00 to \$350.00 plumbing contract \$11.75
 \$351.00 to \$400.00 plumbing contract \$13.00
 \$401.00 to \$450.00 plumbing contract \$14.25
 \$451.00 to \$500.00 plumbing contract \$15.50
 \$501.00 to \$1,000.00 plumbing contract \$23.00
 \$1,001.00 to \$2,000.00 plumbing contract \$28.00
 All over \$2,001.00 \$28.00 plus \$1.50 per \$100.00

Campground

Class A Site (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

Staff Summary

5/3/2021

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	\$ 1,589.75
Contract/Agreement	\$ 164,332.15
Local	\$ 744,882.02
Non- Local	\$ 220,456.51
Payroll/Refunds/Pyrl Tax & Ins	\$ 319,150.65
Total Expenses	\$ 1,450,411.08
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
 Project Activity Report	Backup Material

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...	751,002.10	30,487.90	706,188.86	0.00	706,188.86	44,813.24
18-CF-004	United Community Health Service Center	600,000.00	0.00	470,305.60	0.00	470,305.60	129,694.40
19-22797	Memorial Lift Station Improvements	2,480,755.00	0.00	279,910.66	18,578.49	298,489.15	2,182,265.85
20-HSG-022	2021 Housing Sustainability Project	42,600.00	42,600.00	2,000.00	0.00	2,000.00	40,600.00
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...	432,120.25	1,064.10	430,673.38	0.00	430,673.38	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	0.00	439,080.90	-29,783.90
P11.118940	Oneida Street Reconstruction from RR t...	2,439,962.12	174,283.00	249,367.18	18,479.39	267,846.57	2,172,115.55
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	562,888.75	0.00	562,888.75	523,308.35
P11.122266	7th Street Sanitary Sewer Lining	450,962.15	450,962.15	55,301.50	0.00	55,301.50	395,660.65
T51.119823	Runway 13/31 & Taxiway Lighting	453,189.00	0.00	65,661.50	0.00	65,661.50	387,527.50
Urban20WQI-004	SLHS Courtyard Conservation	100,000.00	100,000.00	13,900.21	2,862.75	16,762.96	83,237.04
Report Total:		17,812,037.04	1,001,452.97	10,316,613.12	39,920.63	10,356,533.75	7,455,503.29

Group Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	453,189.00	0.00	65,661.50	0.00	65,661.50	387,527.50
Economic Development	860,431.01	142,600.00	609,391.32	2,862.75	612,254.07	248,176.94
National Resiliency Disaster Grant Proje...	8,658,575.81	500,949.85	7,900,714.09	0.00	7,900,714.09	757,861.72
Sanitary Sewer Projects	2,480,755.00	0.00	279,910.66	18,578.49	298,489.15	2,182,265.85
Street Construction	5,359,086.22	357,903.12	1,460,935.55	18,479.39	1,479,414.94	3,879,671.28
Report Total:	17,812,037.04	1,001,452.97	10,316,613.12	39,920.63	10,356,533.75	7,455,503.29

Type Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	7,839,841.22	357,903.12	1,740,846.21	37,057.88	1,777,904.09	6,061,937.13
Federal/State Grant	9,829,595.82	500,949.85	8,559,866.70	0.00	8,559,866.70	1,269,729.12
Grant	142,600.00	142,600.00	15,900.21	2,862.75	18,762.96	123,837.04
Report Total:	17,812,037.04	1,001,452.97	10,316,613.12	39,920.63	10,356,533.75	7,455,503.29

Staff Summary

5/3/2021

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: Chris Cole, Police Chief

SUBJECT: **Additional Summit Church Outdoor Service Noise Variance**

BACKGROUND: Summit Evangelical Free Church of Alta is requesting amplified worship services at Frank Starr Park on Sunday August 1st 2021 from 8AM to 12:00 PM.

They are further requesting an amplified worship service on Sunday, August 8th at Sunset Park band shell from 2:00 PM to 9:00 PM.

These are additional services to those requested earlier this year.

Point of contact:
office@summitefc.com
Barb Brugman
Summit Evangelical Free Church
1000 South Main
Alta, IA 51002
712-200-2200

FISCAL IMPACT: None

RECOMMENDATION: Approve request for noise variance

Staff Summary

5/3/2021

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: David Derragon, Assistant City Manager

SUBJECT: **Motion Approving Agreement with the Iowa Department of Transportation for Maintenance and Repair of Primary Roads in Municipalities**

BACKGROUND: The Iowa Department of Transportation periodically enters into an agreement of understanding with municipalities in accordance with the Iowa Administrative Code Chapter 150, as to maintenance responsibilities. The Department initiates the agreement on a 5-year interval. The agreement identifies and reaffirms department and city maintenance responsibilities for freeways and primary road extensions within the corporate limits of the city as identified within Chapter 150. The agreement does not represent any change in the responsibilities of municipalities that are identified within the Code of Iowa or the Iowa Administrative Code.

The agreement will be in effect from July 1, 2021 to June 30, 2026.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve agreement with the Iowa Department of Transportation for Maintenance and Repair of Primary Roads in Municipalities for fiscal years beginning on July 1, 2021 and ending on June 30, 2026

ATTACHMENTS:

Description	Type
□ Agreement	Backup Material



Iowa Department of Transportation

Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of Storm Lake, Buena Vista County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-.23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

I. The Department shall maintain and repair:

A. Freeways (functionally classified and constructed)

1. Maintain highway features including ramps and repairs to bridges.
2. Provide bridge inspection.
3. Highway lighting.

B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)

1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
5. Vehicular Bridges: Structural maintenance and painting as necessary.
6. Provide bridge inspection.

C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)

1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.

D. City Streets Crossing Freeway Rights of Way (See II.C)

1. Roadsides within the limits of the freeway fence.
2. Surface drainage of right of way.
3. Traffic signs and pavement markings required for freeway operation.
4. Guardrail at piers and bridge approaches.
5. Bridges including deck repair, structural repair, berm slope protection and painting.
6. Pavement expansion relief joints and leveling of bridge approach panels.

II. The Municipality shall maintain and repair:

A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)

1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.
4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove

snow and ice from sidewalks on bridges used for pedestrian traffic.

5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
6. Clean, sweep and wash streets when considered necessary by the Municipality.
7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)

1. Maintain and repair highway facilities due to utility construction and maintenance.
2. Removal of trees as necessary and the trimming of tree branches as necessary.
3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
2. Mark traffic lanes on the cross street.
3. Remove snow on the cross street, including bridges over the freeway.
4. Clean and sweep bridge decks on streets crossing over freeway.
5. Maintain all roadside areas outside the freeway fence.
6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."
 - B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
 - C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
 - D. To comply with the current Utility Accommodation Policy of the Department.
 - E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.
- IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.
- V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.
- VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.
- VII. This Agreement shall be in effect for a five year period from July 1, 2021 to June 30, 2026

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

City of Storm Lake
MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____
District Engineer

Date _____

Date _____

Staff Summary

5/3/2021

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: **SLPD City Code Enforcement Summary**

BACKGROUND: 4/14/2021 to 4/27/2021

49 Total

Accumulate Junk – 16
Accumulate Trash – 8
Vehicles parked in yard – 9
Junk Vehicles – 6
Tall Grass and Weeds – 6
Accumulate junk tires – 3
Grass clippings in the street – 1

0 Citations

FISCAL IMPACT: None

RECOMMENDATION: None

Staff Summary

5/3/2021

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: Keri Navratil, City Manager

SUBJECT: **Motion to Approve Engagement Letter- Amendment No. 8 to the Industrial Park UR Plan and First Amendment to the FB Storm Lake II, LLC Development Agreement**

BACKGROUND: The City needs to update the Industrial Urban Renewal Plan in accordance with Iowa Code Chapter 403. In addition, the City is in the process of updating the expired Developer's Agreement with FB Storm Lake II, LLC for the Sunset Bay housing development.

FISCAL IMPACT:

RECOMMENDATION: Approve engagement letter

ATTACHMENTS:

Description	Type
Engagement Letter	Backup Material



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Jenna H. Bishop

515.246.0328

jbishop@ahlerslaw.com

April 27, 2021

Email: Navratil@stormlake.org

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

RE: Engagement Letter – Amendment No. 8 to the Industrial Park UR Plan and a First Amendment to the FB Storm Lake II, LLC Development Agreement

Dear Keri:

The purpose of this Engagement Agreement ("Agreement") is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Storm Lake, Iowa (the "City") in connection with an Amendment No. 8 to the Industrial Park Urban Renewal Plan and an amendment to the development agreement with FB Storm Lake II, LLC, and related economic development activities.

SCOPE OF ENGAGEMENT

We agree to perform the following services for the fees we charge under this Agreement:

1. Prepare the Urban Renewal Plan Amendment ("Amendment") in accordance with Iowa Code Chapter 403;
2. Prepare letters of instructions for City Council proceedings;
3. Prepare Notices of Meetings and partial agendas;
4. Prepare proceedings for a resolution setting a public hearing on the Amendment, and to be used on the date fixed for public hearing and adoption of the Amendment;
5. Answer questions and advise City staff and the Council throughout the adoption process for the Amendment;
6. Prepare an amendment to the FB Storm Lake II, LLC development agreement, per the terms provided to us by the City;

7. Prepare proceedings to be used for approving the amendment to the FB Storm Lake II, LLC development agreement; and
8. Answer questions and advise City staff and the Council throughout the adoption process for the amendment to the FB Storm Lake II, LLC development agreement.

Our duties under this Agreement are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, the fees we charge hereunder do not include:

1. Preparing the legal descriptions to be used in the Amendment or development agreement amendment;
2. Defending any legal challenges to or arising out of the Amendment, or the development agreement amendment;
3. Confirming or calculating any potential tax increment anticipated within the Urban Renewal Area, as amended, or pursuant to a given project, or otherwise acting in a financial advisory role; or
4. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend Council meetings in order to accomplish our work. We will be coordinating our services with you, the City Attorney, and other City staff, as directed by the City. In the event that public hearings or litigation should occur in the course of this matter, we would expect the same to be handled by the City Attorney, unless special arrangements are made for our participation.

ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for the preparation and adoption of the Amendment, and approval of the new residential development agreement and amendment to the 2019 HIDC development agreement for which the City staff requests our assistance. Our services are limited to those contracted for in this Agreement and the City's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the Amendment and the development agreement amendment are adopted/approved by the Council and our final invoice has been paid.

FEES

I will be the attorney chiefly responsible for providing you with these legal services. However, if efficient and appropriate, I may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Our rates are generally adjusted on an annual basis, beginning January 1 of each year. My rate is \$210, and my legal assistant's rate is \$125. It is difficult to estimate the total cost for the work, because we charge by the hour and there are

many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

RECORDS

At the City's request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

APPROVAL

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City Council, and execute, date, and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the City and we look forward to working with you on this project.

Ahlers & Cooney, P.C.

By:



Jenna H. Bishop

Accepted and approved on behalf of the City Council of the City of Storm Lake*

By: _____

Dated: _____

Title: _____

*Authorized by action of the governing body, approved on _____, 2021.

Staff Summary

5/3/2021

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: Scott Olesen, Building Official

SUBJECT: **Motion Approving an Amendment to the Professional Services Agreement with Bolton & Menk for the 2021 CIPP Sanitary Sewer Improvements Project**

BACKGROUND: Nine NRDC-HUD funded projects have been approved which reduce sewer backups in homes and avoid the release of untreated wastewater into the environment. This sewer lining and manhole rehabilitation effort is the final project pursued within the grant funding. Improvements of sanitary sewer mains in the vicinity of the previous 7th and Geneseo project as well as the Violet/Tulip/Rose Lane neighborhood are proposed. The intended public infrastructure improvements entail CIPP lining of existing 8" mains and associated manhole rehabilitation within the improvement areas.

The construction contract was awarded March 15, 2021 and construction is scheduled to occur in the coming days.

This professional services agreement will provide construction engineering 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: Estimated \$58,940 hourly not-to-exceed for construction engineering services. The project is federally funded 75% with 25% local match.

RECOMMENDATION: Approve the amendment to the agreement with Bolton & Menk for engineering services for the 2021 CIPP Sanitary Sewer Improvements project.

ATTACHMENTS:

	Description	Type
D	Agreement	Backup Material

**CITY OF STORM LAKE, IOWA AND BOLTON & MENK, INC.
AMENDMENT TO TASK ORDER FOR PROFESSIONAL SERVICES**

TASK ORDER NO: 8 – 2021 CIPP Sanitary Sewer Improvements

AMENDMENT NO: 1 – Construction Engineering Services

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS AMENDMENT: May 3, 2021

DATE OF TASK ORDER: July 6, 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 a Task Order Agreement for Professional Services (“Task Order”) as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Amendment and the terms and conditions of the Master Agreement and Task Order. CLIENT and CONSULTANT agree as follows:

1.0 Scope of Services:

CONSULTANT shall perform the Services listed within the attached Exhibit I-1. 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
3	Construction Phase Services	\$58,940
TOTALS		\$58,940

Task 3 shall be invoiced on an Hourly, Not to Exceed fee basis, subject only to adjustment for a change in scope of services performed that are agreed upon in writing by the CLIENT and CONSULTANT.

3.0 Schedule:

Schedule for performance of Services is unchanged from the Task Order.

4.0 Deliverables

Deliverables will be as set forth within the attached Exhibit III.

5.0 Term

The term is unchanged from the Task Order.

6.0 Other Matters

CONSULTANT will perform its services in compliance within the Exhibit II of the Task Order.

7.0 Project Managers

Project managers and contact information for the CLIENT and CONSULTANT for this Amendment, 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: Wesley W. Brown, P.E.

Title: Mayor

Title: Principal Engineer

ATTACHMENTS TO THIS AMENDMENT:

Exhibit I-1 – Consultant's Services

Exhibit I-2 – Resident Project Representative

EXHIBIT I-1 – CONSULTANT’S SERVICES

TASK ORDER NO. 8, AMENDMENT NO. 1 – 2021 CIPP SANITARY SEWER IMPROVEMENTS

STORM LAKE, IOWA

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The Consultant agrees to provide construction phase civil engineering services required for CIPP sanitary sewer improvements. The basic services anticipated as part of this Agreement include construction contract administration and construction project representation.

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

Task 3: Construction Services

Task 3.1: Construction Contract Administration

The CONSULTANT shall perform construction administration services throughout the construction phase. Services to be provided include:

- With the assistance of City staff and the City Attorney, prepare contracts for execution by the City and the contractor
- Convene and preside over a preconstruction conference
 - Preconstruction conference attendees will include:
 - City staff
 - Representatives from the contractor, subcontractors and suppliers
 - Representatives from affected utility companies
 - Bolton & Menk staff
- Provide supervision and support to resident project representative and perform regular on-site reviews
- Convene and preside over construction progress meetings and prepare minutes, if needed
- Prepare change orders and written directives
- Review and approve shop drawings, materials lists, suppliers list, and other required submittals by contractor
- Assist the resident project representative with the preparation, review and approval of partial pay requests
- Meet with affected property owners as required to answer specific questions or to address construction or design related concerns
- Obtain additional information from City staff, when required for proper execution of the work

Task 3.2: Construction Project Representation

CONSULTANT will provide resident project representative (RPR) services during construction of the project as requested by the CLIENT. It is assumed that at this time the construction period will be 12 weeks with an average of 12 hours per week of construction observation. RPR services consist of observation of the work of the contractor, coordination of testing services and documentation

of the work progress. RPR services do not constitute acceptance or approval of the contractor's work nor do they relieve any part of the contractor's responsibility under the construction documents. Scope and limitations of RPR services are further defined in EXHIBIT I-2.

Task 3.3: Record Drawings and Project Closeout

CONSULTANT will use the documentation compiled throughout the construction of the project to prepare all necessary proceedings to finalize the project. CONSULTANT will prepare and provide record drawings to the CLIENT.

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; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Additional services may include:

1. Professional services associated with construction materials testing.

EXHIBIT I-2

RESIDENT PROJECT REPRESENTATIVE

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.
 - b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify

CONSULTANT of availability of samples for examination.

- c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.
8. Records:
 - a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

12. Completion:

- a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative's responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize CLIENT to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

Staff Summary

5/3/2021

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: Tyler Gibbins, Staff Accountant

SUBJECT: **Motion Approving Professional Services Agreement with Bolton & Menk for the 2021 Fiber Optic System Improvements Project**

BACKGROUND: The fiber optic project is a continuation of a 2015 effort and is a joint project between the City, County, and School District to install a fiber network through the community. This project will result in the connection of various public buildings/infrastructure components via the installation of underground ducts and fiber optic communications lines.

This professional services agreement will provide design engineering and bidding 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: Estimated \$23,900 for design engineering and bidding services.

RECOMMENDATION: Approve the agreement with Bolton & Menk for engineering services for the 2021 Fiber Optic System Improvements project.

ATTACHMENTS:

Description	Type
□ Agreement	Backup Material

**CITY OF STORM LAKE, IOWA AND BOLTON & MENK, INC.
TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES**

TASK ORDER NO: 9 – 2021 Fiber Optic System Improvements

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS TASK ORDER: May 3, 2021

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: November 5, 2018

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services (“Master Agreement”) 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. 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	Design Engineering and Bidding Services	\$23,900
TOTALS		\$23,900

Task 1 is an estimated amount for services associated with project design, plan preparation, cost estimating, and bidding services. Actual cost will be invoiced in accordance with Section III.A.1 of the Master Agreement.

3.0 Schedule:

Schedule for performance of Services will be as follows, such that all services will be completed by December 31, 2021.

May 2021	• Authorization of engineering services
May - June 2021	• Engineering for design and construction documents
July 2021	• Bid Letting
Fall 2021	• Award project and construction agreement

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: Wesley W. Brown, 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. 9 – 2021 FIBER OPTIC SYSTEM IMPROVEMENTS

STORM LAKE, IOWA

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The CONSULTANT agrees to provide civil engineering services required for the construction of fiber optic conduits and cables to serve the City of Storm Lake and other agencies.

The basic improvements anticipated as part of this Agreement include construction plan preparation, permitting, bidding phase services and other related items.

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

Task 1: Design Engineering and Bidding Services

Task 1.1: Project Administration and 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 1.2: Final Plan Sheets

CONSULTANT will prepare comprehensive construction plans for the proposed improvements. This task includes preparation of applicable plan sections such as:

- General Layout
- Statement of Estimated Quantities
- Estimate Reference Note Information
- Phase Overview and Priorities
- Plan View Schematics of the Proposed Routes

Task 1.3: Project Specifications

CONSULTANT will prepare special provisions to submit with the final construction plans.

Task 1.4: Engineer’s Estimate

CONSULTANT will prepare an engineer’s cost estimates based on the final plans and specifications for each phase of construction documents.

Task 1.5: Permitting Applications

CONSULTANT will prepare and submit the Construction Permit Applications and the Contract Documents to Buena Vista County or other Agencies for review and approval. CLIENT will be responsible for applicable permitting application fees.

Task 1.6: Bidding Phase Services

CONSULTANT will prepare and publish the advertisement for bid and distribute the bid documents.

CONSULTANT will provide responses to questions from contractors and issue addenda as required. CONSULTANT will preside over the bid opening, prepare the resultant bid tabulation, and provide verification of submitted bids as part of the contract award recommendation to be provided to the CLIENT. Upon Council award, CONSULTANT will distribute the Contract to the selected contractor and secure the required contractor submittals necessary to commence construction.

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; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Additional services may include:

1. Professional services associated with temporary/permanent property acquisition.
2. Professional services related to additional utility (sanitary sewer, watermain, storm sewer) or surface replacements, including a scope modification to a partial or full street reconstruction.
3. Professional services associated with subsurface exploration, geotechnical engineering, or construction materials testing.
4. Professional services associated with environmental/cultural resources studies.
5. Professional construction engineering services.

Staff Summary

5/3/2021

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:

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:
1. Economic Development work session scheduled For
June 7th, 2021

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