

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
OCTOBER 7, 2019
5:00 PM**



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

AGENDA

- A. Pledge of Allegiance
- 1. Unfinished Business
 - B. **Resolution No. 24-R-2019-2020 approving Change Order No. 1 for the Casino Lift Station Odor Control Project**
 - C. **Consideration of Changes in Agenda and Setting the Agenda**
 - D. **Disclosure by City Council Members**
- 2. Hear the Public
- 3. Consent Agenda
 - A. **Approve Consent Agenda**
 - B. **Buy Local Information**
 - C. **Motion Authorizing a Civil Service Patrol Officer Eligibility List**
 - D. **Motion to Approve Applications For Tax Abatement On Residential and Commercial Properties**
- 4. **Public Hearing for FY 2020 Budget Amendment**
- 5. **Resolution No. 30-R-2019-2020 Amending The Current Budget For the Fiscal Year Ending June 30, 2020**
- 6. **Resolution No. 31-R-2019-2020 Approving The FY 2018-2019 Street Finance Report**
- 7. **Ordinance No. 02-O-2019-2020 On A The Proposed Re-Zoning of Parcel "A" and Parcel "B" - Second Reading**
- 8. **Resolution No. 32-R-2019-2020 Approving Voluntary Annexation Parcel "A" and "B" - Sand and City**
- 9. **Resolution No. 33-R-2019-2020 Setting Dates Of A Consultation And A Public Hearing On A Proposed Amendment No. 7 To The Storm Lake Industrial Park Urban Renewal Plan In The City Of Storm Lake, State Of Iowa**
- 10. **Professional Services Agreement with ISG for Memorial Lift Station Improvements**
- 11. **City Council Requested Items**
- 12. **Motion to Recess City Council Meeting and Reconvene at the Wastewater Treatment Plant For A Tour**

13. 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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@Storm_Lake



Find us on the Web at <http://www.stormlake.org>

Staff Summary

10/7/2019

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: Keri Navratil, City Manager

SUBJECT: **Resolution No. 24-R-2019-2020 approving Change Order No. 1 for the Casino Lift Station Odor Control Project**

BACKGROUND: Odor issues around the Casino Lift Station have been a concern to neighboring residents. Previously, City Council approved a professional services agreement with Bolton & Menk to determine the cause and remediation of the odor at Casino Lift Station. A biofiltration system is the recommended solution. Grundman-Hicks, LLC for was awarded the bid in the amount of \$184,106 for the project.

Change Order No. 1 adds \$998.58 for a control panel size increase and an installation of a check valve at the wetwell which also moves Substantial Completion from August 16, 2019 to September 20, 2019. Ready for Final Payment date will change from August 30, 2019 to September 30, 2019.

FISCAL IMPACT: Increase of cost by \$998.58 for a contract amount of \$185,104.58.

RECOMMENDATION: Staff recommends that Council approve Resolution No. 24-R-2019-2020 approving Change Order No. 1 for the Casino Lift Station Odor Control Project and authorize the Mayor and City Clerk to sign.

ATTACHMENTS:

Description	Type
☐ Resolution No. 24-R-2019-2020	Resolution
☐ Change Order No. 1	Change Order

RESOLUTION NO. 24-R-2019-2020

RESOLUTION ADOPTING CHANGE ORDER NO. 1 FOR THE CASINO LIFT STATION CONTROL 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 Casino Lift Station Control 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 \$184,106.00 was awarded to Grundman-Hicks, LLC for the project; and

WHEREAS, Change Order No. 1 will increase the project cost in the amount of \$998.58, move substantial completion from August 16, 2019 to September 20, 2019, and change the Ready for Final Payment date from August 30, 2019 to September 30, 2019.

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

Section 1. That the contract price is increased by \$998.58 for a total of \$185,104.58.

Section 2. That Substantial Completion date is moved from August 16, 2019 to September 20, 2019 and the Ready for Final Payment is moved from August 30, 2019 to September 30, 2019.

Section 3. That the Mayor and Clerk are hereby directed to execute this Change Order No. 1 with the contractor.

PASSED AND APPROVED this 16th day of September, 2019

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Date of Issuance: September 3, 2019
Owner: City of Storm Lake, Iowa
Contractor: Grundman-Hicks, LLC
Engineer: Bolton & Menk, Inc.
Project: Casino Road Odor Control

Effective Date: September 3, 2019
Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.: A12.117315
Contract Name:

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

Description:
Control panel size increase.
Time extension resultant from supplier procurement schedule.
Addition of duckbill check valve at the wetwell.

Attachments: *Change Order Proposal #1*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>184,106.00</u>	Original Contract Times: Substantial Completion: <u>August 16, 2019</u> Ready for Final Payment: <u>August 30, 2019</u>
Increase or Decrease from previously approved Change Orders: \$ <u>0</u>	Increase or Decrease from previously approved Change Orders: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order: \$ <u>184,106.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 16, 2019</u> Ready for Final Payment: <u>August 30, 2019</u>
Increase of this Change Order: \$ <u>998.58</u>	Increase of this Change Order: Substantial Completion: <u>September 20, 2019</u> Ready for Final Payment: <u>September 30, 2019</u>
Contract Price incorporating this Change Order: \$ <u>185,104.58</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 20, 2019</u> Ready for Final Payment: <u>September 30, 2019</u>

RECOMMENDED:
By: [Signature]
Engineer (if required)
Title: Project Engineer
Date: August 20, 2019

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title: Mayor
Date: September 3, 2019

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: Project Manager
Date: 8-22-19



GRUNDMAN- HICKS, L.L.C.

.Cherokee, IA 51012



P.O. Box 927 .1222 S. Second St.

Phone (712) 225-5179 FAX (712) 225-5409

Attn: Josh Pope
Casino Road Odor Control
6/10/19

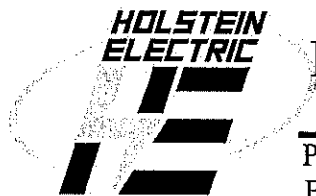
The following is a change order to provide and install a control panel that properly fits the time meter with a NEMA 4X rating.

Holstein Electric (See attached)	\$586.50
GH Profit/Overhead 5%	\$ 29.33
GH Bond 3%	\$ 18.47
TOTAL	\$634.30

If you have questions please feel free to let me know.

Sincerely,

Mitch Knippel
Project Manager
Grundman Hicks Construction



Holstein Electric, Ltd.

Electrical Contractors

Phone: (712) 368-2242

Fax: (712) 368-25367

P. O. Box 357

206 West 1st Street

Holstein, Iowa 51025

June 10, 2019

Grundman-Hicks

RE: Casino Lift Station Odor Control

Storm Lake, IA

Change Order No. 1

Change order to increase the size of the Biofilter Control Panel on Sheet 7.02

Automatic Systems:

One (1) **Biofilter Control Panel Changes to include** increasing the specified 24"H x 21.38"W x 8"D enclosure to 30"H x 25.38"W x 8"D to properly fit all required equipment. The specified elapsed time meter does not meet the required NEMA 4X rating. An equivalent time meter with NEMA 4X gasketing option will be provided.

\$510.00

Holstein Electric 15% Markup 76.50

Total Change Order \$ 586.50

*****Total Change Order \$586.50**

If you have any questions please call me at the office (712) 368-2242.

Thank you,

Mike Johnson, President
Holstein Electric, Ltd.



AUTOMATIC SYSTEMS CO.

Mr. Mike Johnson
Holstein Electric
206 West 1st Street
Holstein, IA 51025

Change Order Proposal #: ASC-01

Date: June 10, 2019

Quotation Expires: 30 Days

Project: Storm Lake, IA Casino Lift Station Odor Control
Improvements – Enclosure Size Increase and
Elapsed Time Meter Change

Page: 1

Change Order Proposal

Mr. Johnson,

The following change order proposal is to increase the size of the Biofilter Control Panel that is detailed on Sheet 7.02, Note N and to change the style of elapsed time meter as specified on Note H which is not NEMA 4X rated.

- A One (1) **Biofilter Control Panel Changes to include** increasing the specified 24"H x 21.38"W x 8"D enclosure to 30"H x 25.38"W x 8"D to properly fit all required equipment. The specified elapsed time meter does not meet the required NEMA 4X rating. An equivalent time meter with NEMA 4X gasketing option will be provided.

Your net price for Item A, FOB factory with freight allowed to jobsite including one (1) year warranty from date of startup (not to exceed 18 months from date of shipment).....\$ <u>510.00</u>
--

The above price for Item A **does not** include any:

1. Sales or use tax.
2. Installation of any kind.

Should you wish to proceed with an order please sign on the space provided below and return a copy to this office.

Sincerely,

Travis Moran

MANUFACTURERS REPRESENTATIVES

- | | |
|---|-----------------|
| ☐ MAIN OFFICE | P.O. BOX 120359 |
| ☒ BRANCH OFFICE | P.O. BOX 787 |
| ☐ BRANCH OFFICE | |

SYSTEMS INTEGRATION

ST. PAUL, MINNESOTA 55112	PHONE 651-631-9005
AMES, IOWA 50010	PHONE 515-232-4770
CHICAGO, ILLINOIS	PHONE 815-927-3386

INSTRUMENTATION

FAX (651) 631-0027
FAX (515) 232-0795
FAX (651) 631-0027

AUTOMATIC SYSTEMS CO.

MANUFACTURERS REPRESENTATIVE

CHANGE ORDER

PROPOSAL NO.: ASC-01

DATE: June 10, 2019

PAGE: 2

CHANGE ORDER PROPOSAL

Items Ordered _____

Total Net Price _____

Customer Firm Name _____

Authorized By _____

Purchase Order No. _____



GRUNDMAN- HICKS, L.L.C.

.Cherokee, IA 51012



E-MAILED

P.O. Box 927 .1222 S. Second St.

Phone (712) 225-5179 FAX (712) 225-5409

Attn: Josh Pope
Casino Road Biofilter
8/13/19

The following is a Change Order to install a Rubber Check Valve in the wet well.

Lincoln Winwater (waiting on formal invoice)	\$ 185.56
Grundman Hicks Labor	\$ 125.00
Grundman Hicks Profit/Overhead 15%	\$ 46.58
<u>Grundman Hicks Bond 2%</u>	<u>\$ 7.14</u>
TOTAL	\$ 364.28

If you have any questions please feel free to let me know. Thank you.

Sincerely,

Mitch Knippel
Project Manager
Grundman Hicks Construction

Staff Summary

10/7/2019

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:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

10/7/2019

Agenda Item # D.



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:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

10/7/2019

Agenda Item # A.



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: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the September 16, 2019 City Council Minutes
- Approve renewal liquor license for Al's Liquor
- Approve new Tobacco license for Hy-Vee Fast & Fresh Express
- Approve new liquor license for Hy-Vee Fast & Fresh Express
- Approve outside water applications for 170 Scott Street and 199 South Cove
- Approve Civil Service Patrol Officer Eligibility List
- Approve applications for Tax Abatements

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$650,225.28
- King's Pointe & Sunrise Pointe Golf Course Bills - \$93,727.39

The City will receive the following revenues:

- Liquor License - \$275.00
- New Tobacco License - \$56.25

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ King's Pointe and Golf Course - List of Bills	List of Bills
☐ List of Bills	List of Bills
☐ Minutes - September 16, 2019	Minutes
☐ Hy-Vee Fast & Fresh Express - Cigarette Permit	Backup Material

📁	Hy-Vee Fast & Fresh - Liquor License Application	Backup Material
📁	Outside Water Contract - 170 Scott Street	Contract
📁	Outside Water Contract - 199 South Cove	Contract
📁	Applications For Tax Abatements	Application
📁	Al's Liquor Application	Application
📁	Al's Liquor Report	Backup Material

King's Pointe Resort

September 12th to October 2nd, 2019

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
MidAmerican Energy	Utilities	\$ 103.28
CenterPoint Energy Services, Inc	Utilities	\$ 8,385.66
City of Storm Lake- Water Dept.	Utilities	\$ 244.72
Plumbing and Heating Wholesale, Inc.	Supplies	\$ 240.68
Rex Rimmer	Reimbursement	\$ 30.00
C32759 SHIFT4-DEBITS	Services	\$ 179.43
Johnson Brothers	Beverages	\$ 80.00
Carl Nelson	Refund Check	\$ 150.00
360 Custom Designs, LLC	Services	\$ 528.00
A-1 Preferred LLC	Services	\$ 1,541.00
ACCO Unlimited Corporation	Supplies	\$ 4,612.67
American Hotel Register Company	Supplies	\$ 1,419.85
Buena Vista Regional Medical Center	Services	\$ 644.00
Cintas Corporation	Supplies	\$ 2,139.94
Color-ize	Supplies	\$ 604.20
CTS Systems, Inc.	Services	\$ 10.90
Culligan Water Conditioning	Supplies	\$ 231.40
Dippin' Dots, LLC	Food	\$ 1,177.04
ECOLAB	Supplies	\$ 1,808.57
Fastenal Company	Supplies	\$ 10.72
Grainger	Supplies	\$ 532.13
GuestSupply	Supplies	\$ 239.64
Hawk-I Plumbing, Inc.	Services	\$ 250.47
Hermel Wholesale	Food	\$ 3,226.95
HOGG ROBINSON USA LLC	Food	\$ 65.50
Iowa Workforce Development	Services	\$ 525.00
Julius Cleaners	Services	\$ 29.55
Kelli's Gift Shop Suppliers	Supplies	\$ 123.23
KTIV Television Inc.	Advertising	\$ 2,467.00
M3 Accounting + Analytics	Services	\$ 686.52
Mediacom	Utilities	\$ 472.90
MidAmerican Energy	Utilities	\$ 24,372.63
Office Elements	Supplies	\$ 169.03
Orkin, 536-Sioux City, IA	Services	\$ 308.37
PELLA	Supplies	\$ 626.68
Pepsi Beverages Company	Beverages	\$ 4,332.21
Quore Systems, LLC	Services	\$ 285.00
Rebnord Technologies, Inc.	Services	\$ 44.95
Sceptre Hospitality Resources, LLC	Supplies	\$ 3,664.77
Spencer Radio Group	Advertising	\$ 300.00
Storm Lake Ace Hardware	Supplies	\$ 303.61
Storm Lake Times	Advertising	\$ 853.60
Swank Motion Pictures, Inc.	Licensing	\$ 390.00
Sysco Iowa, Inc.	Food	\$ 7,851.37
Teplis Travel Service, LP	Services	\$ 27.80
TNT Sales & Service, LLC	Services	\$ 580.69
Travel and Transport, Inc.	Services	\$ 594.73
Trip Tease, Inc.	Services	\$ 1,630.98

TY Inc.	Supplies	\$	761.21
Wells Fargo Financial Leasing, Inc.	Services	\$	235.18
BevSpot, Inc.	Services	\$	348.00
MARTIN BROTHERS	Food	\$	2,697.09
Hy-Vee #01634 (S	Beverages	\$	675.04
HRTLAND PMT SYS	Services	\$	9,098.50
DOLL DISTRIBUTIN EDI PYMNTS	Beverages	\$	650.00
Johnson Brothers	Beverages	\$	140.00
AUTHNET GATEWAY	Services	\$	25.00
		\$	93,727.39



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 09/19/2019 - 10/09/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Control Systems Specialists, LLC	BVC	Service Call on LS & Pumps	414.83
ProElect/ Professional Electronics	BVC	Fire Alarm Inspection	331.40
Buena Vista County Solid Waste	BVC	Recycling	164.32
Buena Vista County Extension	BVC	2019 Pest Control Opertor Reg- Ripke	60.00
Buena Vista County Solid Waste	BVC	Recycling	54.60
Buena Vista County Extension	BVC	2019 Ornamental & Turfgrass App- Ripke	140.00
Buena Vista County Solid Waste	BVC	Recycling	10.00
BVC Total:			1,175.15
Contract/Agreement			
United Community Health Center	Contract/Agreement	Reimbursement #1 of 2019 CDBG	66,777.00
Grundman-Hicks, LLC	Contract/Agreement	Pay Request #3 of Casino Beach LS Repairs	57,765.70
Emmons & Olivier Resources, Inc	Contract/Agreement	Design Services through 8/31/2019	10,481.40
Storm Lake Public Library Gallery Guild Inc	Contract/Agreement	2nd Qtr FY2020 Outside Agency Funding	3,250.00
Grundman-Hicks, LLC	Contract/Agreement	Remove & Reinstall Motor	1,850.00
I & S Group, Inc	Contract/Agreement	Tower Elevation Study	800.00
Emmons & Olivier Resources, Inc	Contract/Agreement	Design Services through 8/31/2019	449.75
I & S Group, Inc	Contract/Agreement	WW & LS Engineering Services	142.25
Contract/Agreement Total:			141,516.10
Local			
MidAmerican Energy Company	Local	Electric Services	65,375.49
Stille Pierce & Pertzborn	Local	Annual Airport Liab Insurance	14,579.00
Storm Lake Industrial Corporation	Local	2nd Installment FY2020	8,666.66
Jim Bartholomew	Local	August 2019 Airport Contract	10,903.88
Smith Concrete Service Inc	Local	Concrete	4,295.00
Long Lines	Local	Phone Service	2,138.69
A & A Automotive	Local	AC Unit Replacement	1,366.49
Thomas John Flanigan	Local	Casino Beach Seeding	1,309.00
Deere Credit, Inc	Local	Service of Loader	1,269.86
Buena Vista Regional Medical Center	Local	7/26/2019 Iehl Physical	990.00
King's Pointe Resort	Local	9/26/2019 Conference	805.32
Bomgaars Supply, Inc	Local	Supplies	787.92
Larson Oil & Distributing Co, Inc	Local	Propane	763.00
Buena Vista Regional Medical Center	Local	7/23/2019 Tieskotter Physical	615.00
Arnold Motor Supply, LLP	Local	Supplies	501.04
Buena Vista Regional Medical Center	Local	8/5/2019 Tieskotter Physical	462.00
WalMart #01-1526	Local	Supplies	367.51
Reding's Gravel & Excavating Co., Inc	Local	September 2019 Scale Fees	333.00
Wiese Plumbing & Heating, Inc	Local	Flush Tank on Womens Restroom	329.50
Plumbing & Heating Wholesale, Inc	Local	Hydrant & Supplies to Casino LS	310.65
Qwest Corporation	Local	Phone Service	259.73
Rasmussen's Ford Inc	Local	Window Track	189.54
Graham Tire	Local	New Tire	178.00
Vetter Equipment	Local	Ingintion	322.20
Michael Rust	Local	Muck Boots- Eaton	149.95
Kelly Johnson	Local	September 2019 Punches	144.00
Graham Tire	Local	New Tire	141.14
L & G Products, Inc	Local	Herbicide	140.00
Stille Pierce & Pertzborn	Local	KP Audit Fees	130.29
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	129.49
Qwest Corporation	Local	September 2019 Phone Service	120.73
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	115.88
Fastenal Company	Local	Supplies	113.56
Buena Vista Regional Medical Center	Local	9/15/2019 Coffee with a Cop	102.25

My Buy Local_v1
Payment Date Range: 09/19/2019 - 10/09/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Supplies	97.70
Vetter Equipment	Local	Fittings & Supplies	95.11
Stanton Electric, Inc	Local	Pager Pouches	93.36
Builders FirstSource Inc	Local	Hinges	86.52
Stille Pierce & Pertzborn	Local	Add New Tractor	85.00
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Seals	81.84
O'Reilly Automotive Inc	Local	Light Bulbs	79.68
Buena Vista Regional Medical Center	Local	8/9/2019 Christiansen Testing	71.00
The Storm Lake Times	Local	FY2020 Subscription- CH	69.95
Vetter Equipment	Local	Supplies	116.48
Rebnord Technologies, Inc	Local	Fire Alarm Panel Battery Replacement	50.00
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Pipe	49.96
Plumbing & Heating Wholesale, Inc	Local	Pipe	45.39
Vetter Equipment	Local	Fittings & Supplies	44.53
Storm Lake Bakery	Local	Supplies	43.20
Iowa Office Supply Inc	Local	Office Supplies	41.16
Fastenal Company	Local	Supplies	40.44
Lakeshore Canvas & Leather	Local	Velcro Repairs	40.00
O'Reilly Automotive Inc	Local	Valve	39.95
Citizens First National Bank	Local	9/13/2019 Medallion Services	35.00
Plumbing & Heating Wholesale, Inc	Local	Supplies	27.93
North Lake Truck Repair	Local	Valve Press	15.51
Michael P. Reinert	Local	Pillars	7.70
Mangold Environmental Testing, Inc	Local	Shipping Services	6.80
Fastenal Company	Local	Supplies	6.22
Hy-Vee, Inc	Local	Supplies	3.99
Plumbing & Heating Wholesale, Inc	Local	Pipe Returned	-20.15
Vetter Equipment	Local	Supplies Returned	-32.95

Local Total: 119,727.09
Non-Local

Piper Jaffray & Co	Non-Local	9/10/2019 Water & Sewer Placement Agent S	67,670.00
Municipal Supply, Inc	Non-Local	Meters	46,800.00
Muni Fire/Police Retire	Non-Local	MFPRSI withholdings	14,396.45
EFTPS	Non-Local	Federal withholding taxes	12,109.92
Iowa Public Employees	Non-Local	IPERS withholdings	11,560.82
Petersen Manufacturing	Non-Local	Trash Cans	11,180.00
EFTPS	Non-Local	Federal withholding taxes	10,555.74
Hallett Materials	Non-Local	Cold Mix	7,776.70
Mississippi Lime Company	Non-Local	Lime	5,591.77
Treasurer State of Iowa	Non-Local	State withholding taxes	5,590.21
Mississippi Lime Company	Non-Local	Lime	16,308.77
C.P. Environmental, Inc	Non-Local	Change Filters in Dust Collectors	4,900.00
Lorenz and Jones Marine	Non-Local	De-Icing Aerators	4,453.02
EFTPS	Non-Local	Federal withholding taxes	3,918.20
Mitchell Nasers	Non-Local	Lime Hauling Services through 9/24/2019	3,878.28
Aaron Davis Presentations, Inc	Non-Local	10/8/2019 Speaker	3,696.20
LES Industries Fournier Inc	Non-Local	Emergency Technician Services	3,310.00
C.P. Environmental, Inc	Non-Local	Filter Bag & Springs	3,238.50
Vogel Traffic Services, Inc	Non-Local	Pavement Markings	2,925.00
Sioux City Foundry Company	Non-Local	Plow Blades	4,550.25
Tyler Technologies, Inc	Non-Local	Online Component Annual Fee through 10/31,	3,795.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,739.80
Rice Signs LLC	Non-Local	Signs	1,738.64
Qualified Presort Service, LLC	Non-Local	Monthly Statements	1,566.94
Mitchell Nasers	Non-Local	Lime Hauling Services	1,281.99
Praxair Inc	Non-Local	Carbon Dioxide	1,276.54
Seneca Companies, Inc	Non-Local	Tank Monitor System Repairs	1,170.85
Davis Equipment Corporation	Non-Local	Controller	1,096.02
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	1,063.01
Muni Fire/Police Retire	Non-Local	MFPRSI withholdings	1,034.70

My Buy Local_v1
Payment Date Range: 09/19/2019 - 10/09/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,017.00
Hupp Electric Motors	Non-Local	2019 Annual Hoist Inpsection	965.00
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	952.99
Ed M. Feld Equipment Company, Inc	Non-Local	Shield Light	925.98
Sioux City Foundry Company	Non-Local	Plow Blades	881.00
Hach Company	Non-Local	Cleaning Module	871.94
Iowa Law Enforcement Academy	Non-Local	Firearms Instructor School- Svendsen	864.00
US Peroxide, LLC	Non-Local	Facility & Maintenance Agreement	750.00
Ed M. Feld Equipment Company, Inc	Non-Local	Gloves	614.00
Petersen Manufacturing	Non-Local	Concrete Benches	1,041.15
Qualified Presort Service, LLC	Non-Local	ACH Statements	473.09
R & R Products, Inc	Non-Local	Hyd Gear Motor & Supplies	467.81
Polk County Sheriff	Non-Local	Garnishment	453.98
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	408.46
W. W. Grainger, Inc	Non-Local	Bulletin Board & Rain Jackets	407.08
Iowa Public Employees	Non-Local	IPERS withholdings	385.09
Collection Services Center	Non-Local	Child Support payments	374.76
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	367.00
Hach Company	Non-Local	Test Vials	358.14
EFTPS	Non-Local	Federal withholding taxes	353.26
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	349.92
Med-Tech Resources, Inc	Non-Local	Gloves	326.14
Island Sprinkler Supply Company	Non-Local	Sprinkler System Supplies	319.16
The Des Moines Register	Non-Local	FY2020 Subscription- PD	317.03
Prime Media Acquisition Corp	Non-Local	Bags	314.08
Rice Signs LLC	Non-Local	Signs	311.50
American Future Systems, Inc	Non-Local	FY2020 Subscription	299.00
EFTPS	Non-Local	Federal withholding taxes	293.86
Iowa Public Employees	Non-Local	IPERS withholdings	277.52
American Water Works Assiciation- Iowa S	Non-Local	Fall 2019 Conference Registration- Stewart	260.00
IA Section AWWA Region 3	Non-Local	Fall 2019 Conference Registration	250.00
Mass Mutual	Non-Local	457 plan withholding	250.00
Pitney Bowes	Non-Local	Postage Machine Agreement	249.99
Davis Equipment Corporation	Non-Local	Caster Wheel	246.95
Qualified Presort Service, LLC	Non-Local	City Tidbits	216.83
Digital Ally Inc	Non-Local	Button Replacement	210.00
Midwest Breathing Air, LLC	Non-Local	Quarterly Air Test	208.50
Mass Mutual	Non-Local	457 plan withholding	200.00
Dale Vitito	Non-Local	Uniforms	187.39
EFTPS	Non-Local	Federal withholding taxes	182.74
Breanna Platt	Non-Local	9/27/2019 Training- Waterloo	166.86
North Iowa K-9	Non-Local	FY2020 Recertification Training	150.00
Ahlers & Cooney, P.C.	Non-Local	Legal Services	120.00
Treasurer State of Iowa	Non-Local	State withholding taxes	116.74
Underground Location Company	Non-Local	Locate Services	111.90
Treasurer State of Iowa	Non-Local	State withholding taxes	108.53
ABC Pest Control, Inc	Non-Local	Pest Control Services	100.00
Iowa Lakes Regional Water	Non-Local	August 2019 Water Service	98.29
W. W. Grainger, Inc	Non-Local	Light Bulbs	98.10
Iowa Dept of Natual Resources	Non-Local	FY2020 Water Use Fee	95.00
EFTPS	Non-Local	Federal withholding taxes	85.94
Davis Equipment Corporation	Non-Local	Switch	85.09
Northwest Iowa League of Cities	Non-Local	FY2020 Membership	75.00
EFTPS	Non-Local	Federal withholding taxes	68.72
Dale Vitito	Non-Local	Uniform	131.78
Evertex, Inc	Non-Local	November 2019 Internet Service	62.07
Salus LLC	Non-Local	September 2019 Memberships	60.00
Pitney Bowes, Inc	Non-Local	Postage	57.56
IA Section AWWA Region 3	Non-Local	2019 Conference Registration- Oehler	100.00
Northwest Iowa League of Cities	Non-Local	9/19/2019 Meeting	45.00
Utility Supply of America, Inc	Non-Local	Gasket	43.25

My Buy Local_v1

Payment Date Range: 09/19/2019 - 10/09/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Secretary of State	Non-Local	Notary- Eickholt	30.00
UPS	Non-Local	Shipping Services	18.37
EFTPS	Non-Local	Federal withholding taxes	5.26
Treasurer State of Iowa	Non-Local	State withholding taxes	1.39
EFTPS	Non-Local	Federal withholding taxes	0.74
Muni Fire/Police Retire	Non-Local	MFPRSI withholdings	-724.08
	Non-Local Total:	279,687.17	
Payroll/Refunds			
City of Storm Lake	Payroll/Refunds	Flex withholdings	1,724.38
AFLAC	Payroll/Refunds	Aflac withholdings	509.27
Elizabeth Huff	Payroll/Refunds	IPTV Training- Boston- Huff	432.55
Gone Fishin'	Payroll/Refunds	UB Refund Check- Reissue #72646	160.00
Koua & Vong Yang	Payroll/Refunds	Reissue Refund #72928	118.93
City of Storm Lake	Payroll/Refunds	Flex Dependent care withholdings	230.76
Kimberly Sue Wendel	Payroll/Refunds	Reissue UB Refund Check #73339	108.84
Custodian of Petty Cash- Jean Cashman	Payroll/Refunds	Postage Reimbursement	102.45
Michael Porsch	Payroll/Refunds	8/14/2019 Travel- Iowa Lakes Corridor	87.00
AFLAC	Payroll/Refunds	Aflac withholdings	54.45
	Payroll/Refunds Total:	3,528.63	
	Grand Total:	545,634.14	

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
SEPTEMBER 16, 2019 5:00 P.M.**

Present: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice, Kevin McKinney, and Bruce Engelmann. Absent: Council Member Dan Smith

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Public Safety Director Mark Prosser, Fire Chief Mike Jones, Building Official Scott Olesen, Library Director Elizabeth Huff, Public Service Supervisor Scott Bonebrake, Finance Director Brian Oakleaf, and City Clerk Mayra Martinez.

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

Pledge of Allegiance

Agenda – Moved by Council Member Engelmann to approve setting the Agenda as presented. Seconded by Council Member McKinney. Vote: All ayes with Council Member Smith absent. Motion carried.

Disclosure by City Council Members – none

Hear the Public – None

Mayor Porsch read the Press Release regarding the Michigan Street parking lot reconstruction. Mayor Porsch read and signed three Proclamations. A Proclamation proclaiming September 22nd to 28th, 2019 as National Rail Safety Week. A Proclamation recognizing the week of September 30, 2019 – October 6, 2019 as Storm Lake Fall Clean Up Week. A Proclamation proclaiming October 6-12, 2019 as Fire Prevention Week in Storm Lake.

Consent Agenda – Moved by Council Member Ibarra to approve the consent agenda which includes list of bills check #'s 74049 through 74118, EFT #'s 586 through 617, DFT #'s 361 through 413, PR #'s 59725 through 59732, King's Pointe and Sunrise Pointe disbursements, the September 3, 2019 City Council Minutes, renewal liquor licenses for MMS at Buena Vista College and Elements by K. Sorbe, and authorizing a Noise Variance for the 2019 BVRMC AWARE Event for September 21, 2019 at 7:30 am until 11:30 am, Seconded by Council Member Engelmann. Vote: All ayes with Council Member Smith absent. Motion carried.

Utility Billing Uncollectible Account Write-Off – Moved by Council Member Ibarra to adopt Resolution No. 23-R-2019-2020 to approve the Utility Billing Uncollectible Account Write-Off. Writing off \$103,248.89 from the accounts payable system with an annual audit to be provided to the City Council of uncollectible accounts to write off. Seconded by Council Member Engelmann. Roll call vote: All ayes with Council Member Smith absent. Motion carried.

RESOLUTION NO. 23-R-2019-2020

**RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO WRITE OFF OLD
UNCOLLECTIBLE ACCOUNTS RECEIVABLE**

WHEREAS, the Finance Department collects accounts receivable using a process that includes internal billing and collection efforts; and

WHEREAS, once accounts reach a certain age without successful collection, it is best to remove them from the accounting system; and

WHEREAS, the process of writing off old accounts does not forgive the debt but only allows the Finance Department to remove them from the accounting system; and

WHEREAS, the efforts will continue to be made to collect the accounts; and

WHEREAS, removing the accounts from the accounting system allows the Finance Department to maintain a cleaner, more efficient, system.

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

The Finance Director is hereby authorized to annually write off accounts that are determined uncollectible from the accounting system and continue collection efforts as practical.

PASSED AND APPROVED this 16th day of September, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

4th and Oates Project/ Land Purchase - Moved by Council Member McKinney to Approve Amended Purchase Agreement with the Storm Lake Community School District. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Smith absent. Motion carried.

Wastewater Treatment Facility Wetlands - Moved by Council Member Engelmann to approve setting a public hearing on October 21, 2019 at 5:00 pm at the Council Chambers for the Wastewater Treatment Facility Wetlands Project. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Smith absent. Motion carried.

Land Annexation/Sand and City - Mayor Porsch opened the public hearing on proposed voluntary annexation of Parcel "A" and "B" stating this was the time and place for any comments. Hearing no comments from the public; Mayor Porsch then closed the public hearing.

Mayor Porsch opened the public hearing on a proposed re-zoning of Parcel "A" and "B" stating this was the time and place for any comments. Hearing no comments from the public; Mayor Porsch then closed the public hearing.

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Moved by Council Member McKinney to approve the first reading of Ordinance No. 02-O-2019-2020 on the proposed re-zoning of Parcel "A" and Parcel "B". Seconded by Council Member Ibarra. Roll call vote: All ayes with Council Member Smith absent. Motion carried.

Memorial Lift Station - Moved by Council Member Ibarra to award a bid to Schoon Construction, LLC, of Cherokee, Iowa for the Memorial Lift Station Storm Sewer Relocation project. For the bid amount of \$61,835. Seconded by Council Member Rice. Vote: All ayes with Council Member Smith absent. Motion carried.

Casino Lift Station Odor Control Project - Moved by Council Member Ibarra to postpone agenda item Resolution No. 24-R-2019-2020 approving Change Order No. 1 for the Casino Lift Station Odor Control Project to the next regular City Council meeting October 7, 2019 at 5:00 pm. Seconded by Council Member Rice. Vote: All ayes with Council Member Smith absent. Motion carried.

RESOLUTION NO. 24-R-2019-2020

RESOLUTION ADOPTING CHANGE ORDER NO. 1 FOR THE CASINO LIFT STATION CONTROL 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 Casino Lift Station Control 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 \$184,106.00 was awarded to Grundman-Hicks, LLC for the project; and

WHEREAS, Change Order No. 1 will increase the project cost in the amount of \$998.58, move substantial completion from August 16, 2019 to September 20, 2019, and change the Ready for Final Payment date from August 30, 2019 to September 30, 2019.

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

Section 1. That the contract price is increased by \$998.58 for a total of \$185,104.58.

Section 2. That Substantial Completion date is moved from August 16, 2019 to September 20, 2019 and the Ready for Final Payment is moved from August 30, 2019 to September 30, 2019.

Section 3. That the Mayor and Clerk are hereby directed to execute this Change Order No. 1 with the contractor.

PASSED AND APPROVED this 16th day of September, 2019

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

4th and Oates Storm Water Project - Moved by Council Member McKinney to adopt Resolution No. 25-R-2019-2020 Accepting Bids and Awarding Contract for the 4th and Oates Storm Water Project to Bainbridge Construction, LLC from Kingsley, IA in the amount of \$684,890.15. Seconded by Council Member Ibarra. Roll call vote: All ayes with Council Member Smith absent. Motion carried.

RESOLUTION NO. 25–R-2019-2020

RESOLUTION ACCEPTING BIDS, AWARDING BID AND APPROVING CONTRACT FOR THE CITY OF STORM LAKE 4TH AND OATES STORM WATER PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 4th and Oates Storm Water Project described in the plans and specifications heretofore adopted by this Council on August 19, 2019, be and is hereby accepted and awarded, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Bainbridge Construction, LLC from Kingsley, IA
Amount of Bid:	\$684,980.15
Portion of Project:	All

Section 2. That the construction contract and bond executed and insurance coverage for the construction of the 4th and Oates Storm Water Project, as described in detail in the plans and specifications heretofore approved, and can be signed by the Mayor and Clerk on behalf of the City be and the same hereby approved contingent to all the required concurrence and consents as follows:

Contractor:	Bainbridge Construction, LLC from Kingsley, IA
Date of Contract:	September 16, 2019
Portion of Project:	All

PASSED AND APPROVED this 16th day of September, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Budget Amendment 2019-2020 - Moved by Council Member Engelmann setting public hearing for October 7, 2019 at 5:00 pm at the Council Chambers for the Fiscal Year 2019-2020 Budget amendment. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Smith absent. Motion carried.

Sewer And Water Bonds - Moved by Council Member Ibarra to adopt Resolution No. 26-R-2019-2020 appointing UMB Bank, NA of West Des Moines as the paying agent, sewer revenue note registrar, and transfer agent, approving the paying agent and sewer revenue note registrar and transfer agent agreement and authorizing the execution of the agreement. Seconded by Council Member McKinney. Roll call Vote: All ayes with Council Member Smith absent. Motion carried.

RESOLUTION NO. 26-R-2019-2020

RESOLUTION 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.

WHEREAS, \$4,582,000 Sewer Revenue Refunding Capital Loan Notes, Series 2019, dated September 26, 2019, have been sold at private sale 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 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 \$4,582,000 Sewer Revenue Refunding Capital Loan Notes, Series 2019, dated September 26, 2019.

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.

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PASSED AND APPROVED this 16th day of September, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Moved by Council Member Ibarra to adopt Resolution No. 27-R-2019-2020 appointing UMB Bank, NA of West Des Moines as the paying agent, water revenue note registrar, and transfer agent, approving the paying agent and water revenue note registrar and transfer agent agreement and authorizing the execution of the agreement. Seconded by Council Member McKinney. Roll call vote: All ayes with Council Member Smith absent. Motion carried..

RESOLUTION NO. 27-R-2019-2020

RESOLUTION 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.

WHEREAS, \$2,185,000 Water Revenue Refunding Capital Loan Notes, Series 2019, dated September 26, 2019, have been sold at private sale 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 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 \$2,185,000 Water Revenue Refunding Capital Loan Notes, Series 2019, dated September 26, 2019.

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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 16th day of September, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Moved by Council Member Engelmann to adopt Resolution No. 28-R-2019-2020 approving and authorizing a form of loan agreement and authorizing and providing for the issuance and securing the payment of \$4,582,000 Sewer Revenue Refunding Capital Loan Notes, Series 2019 and providing for a method of payment of the notes, and approval of the Tax Exemption Certificate with JP Morgan Chase Bank, NA. Seconded by Council Member McKinney. Roll call vote: All ayes with Council Member Smith absent. Motion carried.

RESOLUTION NO. 28-R-2019-2020

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$4,582,000 SEWER REVENUE REFUNDING CAPITAL LOAN NOTES, SERIES 2019 AND PROVIDING FOR A METHOD OF PAYMENT OF THE NOTES, AND APPROVAL OF THE TAX EXEMPTION CERTIFICATE

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the Municipal Sewer Utility, sometimes hereinafter referred to as the "System", and the Net Revenues (as defined herein) are available for the payment of Sewer Revenue Refunding Capital Loan Notes, subject to the following premises; and

WHEREAS, the Issuer proposes to issue its Sewer Revenue Refunding Capital Loan Notes to the extent of \$4,582,000 for the purpose of defraying the costs of the project of refunding certain outstanding sewer revenue obligations as set forth in Section 3 of this Resolution; and

WHEREAS, there have been heretofore issued certain Sewer Revenue Capital Loan Notes, part of which remain outstanding and are a lien on the Net Revenues of the System (defined herein as the "Outstanding Obligations"); and

WHEREAS, in the resolution authorizing the issuance of the Outstanding Obligations dated March 12, 2007 it is provided that Additional Obligations (as defined herein) may be issued on a parity with the Outstanding Obligations, for the costs of future improvements and extensions to the System or refunding outstanding obligations, provided that there has been procured and placed on file with the City Clerk, a statement complying with the conditions and limitations therein imposed upon the issuance of Parity Obligations (as defined herein); and

WHEREAS, the Iowa Finance Authority, the original purchaser of the Outstanding Obligations has waived the requirement in the resolution authorizing the Outstanding Obligations that the "parity certificate" be prepared by an Independent Auditor, as defined therein, and has consented that the certificate may be completed by Piper Jaffray & Co.; and

WHEREAS, a statement of Piper Jaffray & Co. has been placed on file in the office of the City Clerk, showing the conditions and limitations of the resolution authorizing issuance of the Outstanding Obligations with regard to the sufficiency of the Net Revenues of the System to permit the issuance of additional revenue bonds, notes or other obligations ranking on a parity with the Outstanding Obligations to have been met and satisfied as required; and

WHEREAS, the Iowa Finance Authority has also consented to the provisions of this Resolution with respect to Economic Refundings (as defined herein), and has executed a waiver to the extent covenants contained in this Resolution are not on parity with covenants contained in the resolution authorizing the issuance of the Outstanding Obligations; and

WHEREAS, the notice of intention of the Issuer to take action for the issuance of not to exceed \$5,100,000 Sewer Revenue Refunding Capital Loan Notes has heretofore been duly published and no objections to such proposed action have been filed, and the Issuer now desires to proceed with the issuance of \$4,582,000 Sewer Revenue Refunding Capital Loan Notes, Series 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IN THE COUNTY OF BUENA VISTA, 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:

- "Additional Obligations" shall mean any sewer revenue bonds, notes or other obligations issued on a parity with the Notes in accordance with the provisions of this Resolution.
- "Call Date" shall mean October 4, 2019, on which date the Refunded Notes shall be redeemed and paid.
- "Clerk" shall mean the City Clerk, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.

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- "Economic Refunding" shall mean the sale and issuance of refunding bonds or notes issued to discharge and satisfy all or a part of the Notes or the then Outstanding Obligations in accordance with Section 21 of this Resolution, and to pay costs of issuance. The refunding must (i) produce annual debt service on the refunding bonds or notes not greater than the total (remaining) debt service on the refunded bonds or notes; (ii) shall not have a payment in any Fiscal Year (through maturity of the new bonds or notes) that is greater than the payment on the Notes or Outstanding Obligations being refunded, and (iii) shall not extend the final maturity of the refunded bonds or notes.
- "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year, except to the extent of any conflict with the terms of the Outstanding Obligations while the same remain outstanding.
- "Governing Body" shall mean the City Council of the City, or its successor in function with respect to the operation and control of the System.
- "Independent Auditor" shall mean an independent firm of Certified Public Accountants or the Auditor of State.
- "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.
- "Net Revenues" shall mean gross earnings of the System after deduction of current expenses; "Current Expenses" shall mean and include the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies but excluding depreciation and principal of and interest on the Notes and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses.
- "Notes" shall mean \$4,582,000 Sewer Revenue Refunding Capital Loan Notes, Series 2019, authorized to be issued by this Resolution.
- "Original Purchaser" shall mean JPMorgan Chase Bank, NA, of Chicago, Illinois, the purchaser of the Notes from the Issuer at the time of their original issuance.

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- "Outstanding Obligations" shall mean the Sewer Revenue Capital Loan Notes dated April 5, 2007, by resolution adopted March 12, 2007, \$313,000 of which notes are still outstanding and unpaid and remain a lien on the Net Revenues of the System.
- "Parity Obligations" shall mean sewer revenue bonds, notes or other obligations payable solely from the Net Revenues of the System on an equal basis with the Notes herein authorized to be issued, and shall include Additional Obligations as authorized to be issued under the terms of this Resolution and the Outstanding Obligations.
- "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.
- "Permitted Investments" shall mean any investments permitted in Iowa Code chapter 12B or section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Notes or project costs.
- "Project Fund" shall mean the fund into which a portion of the proceeds will be deposited, and together with interest earnings thereon and released reserve funds of the Refunded Bonds, be used to pay the principal, interest and redemption premium, if any, on the Refunded Notes.
- "Refunded Notes" shall mean \$485,000 of the Sewer Revenue Capital Loan Notes, Series 2011 dated August 1, 2011; and \$4,440,000 of the Sewer Revenue Capital Loan Notes, Series 2013B, dated May 1, 2013.
- "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 issuance of the Notes.
- "System" shall mean the Municipal Sewer Utility System of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate authorized by this Resolution, 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 2. Authority. The Loan Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A, 384.82 and 384.83 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Loan Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, fully registered Sewer Revenue Refunding Capital Loan Notes of the City, in the County of Buena Vista, State of Iowa, Series 2019, in the aggregate amount of \$4,582,000 for the purpose of paying costs of refinancing and refunding including the Sewer Revenue Capital Loan Notes, Series 2013B, of the City, dated May 1, 2013, and the Sewer Revenue Capital Loan Notes, Series 2011, of the City, dated August 1, 2011.

Section 4. Source of Payment. The Notes herein authorized and Parity Obligations and the interest thereon shall be payable solely and only out of the net earnings of the System and shall have a first lien on the future Net Revenues of the System. The Notes shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation and the Issuer shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Notes.

Section 5. Note Details. Sewer Revenue Refunding Capital Loan Notes of the City in the amount of \$4,582,000 shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Section 384.24A and 384.83 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in a single Note in the full principal amount of the issuance with mandatory sinking fund maturities as shown in Exhibit A to the Note. The Note shall be designated "SEWER REVENUE REFUNDING CAPITAL LOAN NOTE, SERIES 2019", be dated September 26, 2019, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, the interest payable on June 1, 2020 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 City 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 \$1,000 or multiples thereof. The Notes shall mature and bear interest as follows:

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Principal Amount	Interest Rate	Maturity June 1st
\$387,000	1.730%	2020
\$362,000	1.730%	2021
\$368,000	1.730%	2022
\$378,000	1.730%	2023
\$382,000	1.730%	2024
\$391,000	1.730%	2025
\$394,000	1.730%	2026
\$401,000	1.730%	2027
\$403,000	1.730%	2028
\$409,000	1.730%	2029
\$420,000	1.730%	2030
\$287,000	1.730%	2031

Section 6. Optional Redemption. Notes maturing after June 1, 2025, may be called for optional redemption by the Issuer and paid before maturity on such date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in inverse 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.

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. 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 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

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

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

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

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

f) Non-Presentment of Notes. In the event any payment check 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.

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. Payment of principal shall only be made upon surrender of 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 and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

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 authorizing the issuance of the Notes.
- 2.A written order of Issuer signed by the Treasurer directing the authentication and delivery of the Notes to or upon the order of the Original Purchaser upon payment of the purchase price as set forth therein.
- 3.The opinion of Ahlers & Cooney, P.C., Bond Counsel, affirming 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 in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

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(6)

(6)

(7)

(8)

(1)

(2)

(3)

(4)

(5)

(9)

(9a)

(10)

(Continued on the back of this Note)

(11)(12)(13)

(14)

(15)

FIGURE 1
(Front)

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

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

Item 1, figure 1= "STATE OF IOWA"
"COUNTY OF BUENA VISTA"
"CITY OF STORM LAKE"
"SEWER REVENUE REFUNDING CAPITAL LOAN NOTE"
"SERIES 2019"

Item 2, figure 1= Rate: _____
Item 3, figure 1= Maturity: _____
Item 4, figure 1= Note Date: September 26, 2019
Item 5, figure 1= CUSIP No.: N/A
Item 6, figure 1= "Registered"
Item 7, figure 1= Certificate No. _____
Item 8, figure 1= Principal Amount: \$ _____

Item 9, figure 1 = 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

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

Item 10, figure 1 = or registered assigns, the principal sum of FOUR MILLION FIVE HUNDRED EIGHTY-TWO THOUSAND DOLLARS in lawful money of the United States of America, upon presentation and surrender hereof at the office of UMB Bank, n.a., Paying Agent of this issue, or its successor, payable in accordance with the maturity schedule attached hereto as Exhibit A, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2020, 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 384.83 of the Code of Iowa, as amended, for the purpose of paying costs of refinancing and refunding the Sewer Revenue Capital Loan Notes, Series 2013B, of the City, dated May 1, 2013, and the Sewer Revenue Capital Loan Notes, Series 2011, of the City, dated August 1, 2011, in conformity to a Resolution of the Council of the City duly passed and approved (the "Note Resolution").

Notes maturing after June 1, 2025, may be called for optional redemption by the Issuer and paid before maturity on such date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in inverse 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.

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 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note and the series of which it forms a part, other notes ranking on a parity therewith, and any Additional Obligations which may be hereafter issued and outstanding from time to time on a parity with the Notes, as provided in the Note Resolution of which notice is hereby given and is hereby made a part hereof, are payable from and secured by a pledge of the Net Revenues of the Municipal Sewer Utility System (the "System"), as defined and provided in the Resolution. There has heretofore been established and the City covenants and agrees that it will maintain just and equitable rates or charges for the use of and service rendered by the System in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Notes, and other notes ranking on a parity therewith, as the same become due. This Note is not payable in any manner by taxation and under no circumstances shall the City be in any manner liable by reason of the failure of the Net Revenues to be sufficient for the payment hereof.

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, as amended.

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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.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, with the seal of the City printed or impressed hereon, and authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, n.a., West Des Moines, Iowa.

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

UMB BANK, N.A., Registrar

By: _____
Authorized Signature

Item 13, figure 1 = Registrar and Transfer Agent: UMB Bank, n.a.
Paying Agent: UMB Bank, n.a.

SEE REVERSE FOR CERTAIN DEFINITIONS

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

CITY OF STORM LAKE, STATE OF IOWA

By: _____ (manual or facsimile signature)

Mayor

ATTEST:

By: _____ (manual or facsimile signature)

City Clerk

Item 16, figure 1 = (Assignment Block)
(Information Required for Registration)

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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:

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TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

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

IA UNIF TRANS MIN ACT - Custodian

(Cust) (Minor)

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

(State)

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

Section 13. Equality of Lien. The timely payment of principal of and interest on the Notes and Parity Obligations shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or delivery; and the Net Revenues of the System are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 14. Application of Note Proceeds - Redemption and Current Refunding of Refunded Notes. Proceeds of the Notes shall be applied as follows:

- ◆ \$4,514,773 of the Note proceeds and \$459,796 from release of reserve funds held for the Refunded Notes shall be deposited in trust with the Treasurer for the payment of the Refunded Notes and is irrevocably appropriated exclusively to the payment of principal, interest on and premium, if any, due on the redemption thereof. Said amount shall be held separately from all other moneys or accounts, in cash or direct obligations of the United States, maturing on or before the Call Date of the Refunded Notes, and is determined to be sufficient to retire on the designated Call Date all of such obligations, together with the interest thereon to the designated redemption date and premium thereon, if any, that may be payable on the redemption of the same.
- ◆ The remaining proceeds shall be held by the Treasurer and applied to pay the costs of issuance of the Notes. Any excess proceeds remaining on hand after completion of the purpose of issuance shall be used to call or otherwise retire Notes.

The Refunded Notes are called and shall be redeemed as of the Call Date. The Clerk is hereby authorized and directed to cause notice of such redemption to be given in compliance with the terms of the Refunded Notes.

Section 15. User Rates. There has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. The rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System. So long as the Notes are outstanding and unpaid the rates or charges to consumers of services of the System shall be sufficient in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and

for the payment of principal and interest on the Notes and Parity Notes and obligations as the same fall due.

Any revenues paid and collected for the use of the System and its services by the Issuer or any department, agency or instrumentality of the Issuer shall be used and accounted for in the same manner as any other revenues derived from the operations of the System.

Section 16. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the System shall be deposited as collected in a fund to be known as the Sewer Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

a) Operation and Maintenance Fund. Money in the Revenue Fund shall first be disbursed to make deposits into a separate and special fund to pay current expenses. The fund shall be known as the Sewer Revenue Operation and Maintenance Fund (the "Operation and Maintenance Fund"). There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current expenses of the month plus an amount equal to 1/12th of expenses payable on an annual basis such as insurance. After the first day of the month, further deposits may be made to this account from the Revenue Fund to the extent necessary to pay current expenses accrued and payable to the extent that funds are not available in the Surplus Fund.

b) Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay the principal and interest requirements of the Fiscal Year on the Notes and Parity Obligations. The fund shall be known as the Sewer Revenue Bond Principal and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be the equal monthly amount necessary to pay in full the installment of interest coming due on the next interest payment date on the then Outstanding Obligations and Parity Obligations plus the equal monthly amount necessary to pay in full the installment of principal coming due on such Notes on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligations as the same shall become due and payable.

c) Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the revenues of the System, but subordinate to the Notes and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Notes or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.

d) Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution, may be used to pay

for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Notes or Parity Obligations or any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which the funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the 10th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of the funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full. The provisions of this Section shall not be construed to require the Issuer to maintain separate bank accounts for the funds created by this Section; except the Sinking Fund shall be maintained in a separate account but may be invested in conjunction with other funds of the City but designated as a trust fund on the books and records of the City.

Section 17. Outstanding Obligations. Nothing in this Resolution shall be construed to impair the rights vested in the Outstanding Obligations. The amounts herein required to be paid into the various funds named in this Resolution shall be inclusive of payments required in respect to the Outstanding Obligations. The provisions of the resolution authorizing issuance of the Outstanding Obligations and the provisions of this Resolution are to be construed wherever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the Notes authorized by the resolution have been paid in full or otherwise satisfied as therein provided at which time the provisions of this Resolution shall again prevail.

Section 18. Investments. All of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation or its equivalent successor, 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 the purposes for which the fund was created or otherwise as herein provided.

All income derived from such investments shall be deposited in the Revenue Fund and shall be regarded as revenues of the System. Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 19. Covenants Regarding the Operation of the System. The Issuer hereby covenants and agrees with each and every holder of the Notes and Parity Obligations:

a) Maintenance and Efficiency. The Issuer will maintain the System in good condition and operate it in an efficient manner and at reasonable cost.

b) Sufficiency of Rates. On or before the beginning of each Fiscal Year the Governing Body will adopt or continue in effect rates for all services rendered by the System determined to be sufficient to produce Net Revenues for the next succeeding Fiscal Year adequate to pay principal and interest requirements and create reserves as provided in this Resolution but not less than 110 percent of the principal and interest requirements of the Fiscal Year. No free use of the System by the Issuer or any department, agency or instrumentality of the Issuer shall be permitted except upon the determination of the Governing Body that the rates and charges otherwise in effect are sufficient to provide Net Revenues at least equal to the requirements of this subsection.

c) Insurance. The Issuer shall maintain insurance for the benefit of the noteholders on the insurable portions of the System of a kind and in an amount which normally would be carried by private companies engaged in a similar kind of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the System damaged or destroyed, or if not so used shall be placed in the Revenue Fund.

d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices, and will diligently act to cause the books and accounts to be audited annually, or as otherwise required by law, by an Independent Auditor. The holders of any of the Notes and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.

e) State Laws. The Issuer will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Iowa, including the making and collecting of reasonable and sufficient rates for services rendered by the System as above provided, and will segregate the revenues of the System and apply the revenues to the funds specified in this Resolution.

f) Property. The Issuer will not sell, lease, mortgage or in any manner dispose of the System, or any capital part thereof, including any and all extensions and additions that may be made thereto, until satisfaction and discharge of all of the Notes and Parity Obligations shall have been provided for in the manner provided in this Resolution; provided, however, that this covenant shall not be construed to prevent the disposal by the Issuer of property which in the judgment of its Governing Body has become inexpedient or unprofitable to use in connection with the System, or if it is to the advantage of the System that other property of equal or higher value be substituted therefor, and provided further that the proceeds of the disposition of such property shall be placed in a revolving fund and used in preference to other sources for capital improvements to the System. Any such proceeds of the disposition of property acquired with the proceeds of the Notes or Parity Obligations shall not be used to pay principal or interest on the Notes and Parity Obligations or for payments into the Sinking Fund.

g) Fidelity Bond. The Issuer shall maintain fidelity bond coverage in amounts which normally would be carried by private companies engaged in a similar kind of business on each officer or employee having custody of funds of the System.

h) Additional Charges. The Issuer will require proper connecting charges and/or other security for the payment of service charges.

i) Budget. The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years. Copies of such budget and any amendments thereto shall be provided to the holders of any of the Notes upon request.

Section 20. Remedies of Noteholders. Except as herein expressly limited the holder or holders of the Notes and Parity Obligations shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Notes and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 21. Prior Lien and Parity Obligations. The Issuer will issue no other Notes or obligations of any kind or nature payable from or enjoying a lien or claim on the property or Net Revenues of the System having priority over the Notes or Parity Obligations.

Additional Obligations may be issued on a parity and equality of rank with the Notes with respect to the lien and claim of such Additional Obligations to the revenues of the System and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

(a) For the purpose of refunding any of the Notes or Parity Obligations outstanding so long as the refunding is an Economic Refunding, without having to comply with subsection (b) below.

(b) For any lawful purpose, if all of the following conditions shall have been met:

i. before any such Additional Obligations ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor or independent financial consultant, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Net Revenues of the System for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.10 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the Notes or Parity Obligations for both principal of and interest on all Notes or Parity Obligations then outstanding which are payable from the net earnings of the System and the Additional Obligations then proposed to be issued.

For the purpose of determining the Net Revenues of the System for the preceding Fiscal Year as aforesaid, the amount of the gross revenues for such year may be adjusted by an Independent Auditor, independent financial consultant or a consulting engineer, not a regular employee of the Issuer, so as to reflect any changes in the amount of such revenues which would have resulted had any revision of the schedule of rates or charges imposed at or prior to the time of the issuance of any such Additional Obligations been in effect during all of such preceding Fiscal Year.

ii. the Additional Obligations must be payable as to principal and as to interest on the same month and day as the Notes herein authorized.

iii. for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

iv. for the purposes of this Section, general obligation bonds shall be refunded only upon a finding of necessity by the Governing Body and only to the extent the general obligation bonds were issued or the proceeds of them were expended for the System.

v. for purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a certified public accountant are issued and available, but in no event a Fiscal Year which ended more than eighteen months prior to the date of issuance of the Additional Obligations.

Section 22. Disposition of Note Proceeds; Arbitrage Not Permitted. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of the Notes it will comply with the requirements of the statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage bonds.

Section 23. Approval of Tax Exemption Certificate. The Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes and other matters pertaining to the tax-exempt status of the Notes is hereby approved. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 24. 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 25. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(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 (\$4,925,000) 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 Code 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 any remainder of 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 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 26. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

a) By paying the Notes or Parity Obligations when the same shall become due and payable; and

b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body for the payment of the obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which the obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Notes or Parity Obligations shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 27. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next

succeeding Section, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 28. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Notes and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Notes or Parity Obligations; or to comply with any application provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Notes or Parity Obligations;

b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Notes or Parity Obligations from being includable within the gross income of the holders thereof for federal income tax purposes;

c) to grant to or confer upon the holders of the Notes or Parity Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Notes;

d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 29. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held or owned by or for the account of the Issuer, but including such Refunding Notes as may have been issued for the purpose of refunding any of such Notes if such Refunding Notes shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

a) Make any change in the maturity or interest rate of the Notes, or modify the terms of payment of principal of or interest on the Notes or any of them or impose any conditions with respect to such payment;

b) Materially affect the rights of the holders of less than all of the Notes and Parity Obligations then outstanding; and

c) Reduce the percentage of the principal amount of Notes, the consent of the holders of which is required to effect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Note as shown by the records

of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of the notice there shall be filed with the City Clerk an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Notes then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in the notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Governing Body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Notes and Parity Obligations.

Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Notes held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Notes described in such certificate.

Section 30. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 31. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

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PASSED AND APPROVED this 16th day of September, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Moved by Council Member Ibarra to adopt Resolution No. 29-R-2019-2020 approving and authorizing a form of Loan agreement and authorizing and providing for the issuance and Securing the Payment of \$2,185,000 Water Revenue Refunding Capital Loan Notes, Series 2019 and providing for a method of payment of the notes, and approval of the Tax Exemption Certificate with JP Morgan Chase Bank, NA. Seconded by Council Member Engelmann. Roll call vote: All ayes with Council Member Smith absent. Motion carried.

RESOLUTION NO. 29-R-2019-2020

RESOLUTION APPROVING AND AUTHORIZING A FORM
OF LOAN AGREEMENT AND AUTHORIZING AND
PROVIDING FOR THE ISSUANCE AND SECURING THE
PAYMENT OF \$2,185,000 WATER REVENUE REFUNDING
CAPITAL LOAN NOTES, SERIES 2019 AND PROVIDING
FOR A METHOD OF PAYMENT OF THE NOTES, AND
APPROVAL OF THE TAX EXEMPTION CERTIFICATE

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the Municipal Water Utility, sometimes hereinafter referred to as the "System", and the Net Revenues (as defined herein) are available for the payment of Water Revenue Refunding Capital Loan Notes, subject to the following premises; and

WHEREAS, the Issuer proposes to issue its Water Revenue Refunding Capital Loan Notes to the extent of \$2,185,000 for the purpose of defraying the costs of the project of refunding certain outstanding water revenue obligations as set forth in Section 3 of this Resolution; and

WHEREAS, there have been heretofore issued certain Water Revenue Capital Loan Notes, part of which remain outstanding and are a lien on the Net Revenues of the System (defined herein as the "Outstanding Obligations"); and

WHEREAS, in the resolution authorizing the issuance of the Outstanding Obligations dated July 7, 2003 it is provided that Additional Obligations (as defined herein) may be issued on a parity with the Outstanding Obligations, for the costs of future improvements and extensions to

the System or refunding outstanding obligations, provided that there has been procured and placed on file with the City Clerk, a statement complying with the conditions and limitations therein imposed upon the issuance of Parity Obligations (as defined herein); and

WHEREAS, the Iowa Finance Authority, the original purchaser of the Outstanding Obligations has waived the requirement in the resolution authorizing the Outstanding Obligations that the "parity certificate" be prepared by an Independent Auditor, as defined therein, and has consented that the certificate may be completed by Piper Jaffray & Co.; and

WHEREAS, a statement of Piper Jaffray & Co. has been placed on file in the office of the City Clerk, showing the conditions and limitations of the resolution authorizing issuance of the Outstanding Obligations with regard to the sufficiency of the Net Revenues of the System to permit the issuance of additional revenue bonds, notes or other obligations ranking on a parity with the Outstanding Obligations to have been met and satisfied as required; and

WHEREAS, the Iowa Finance Authority has also consented to the provisions of this Resolution with respect to Economic Refundings (as defined herein), and has executed a waiver to the extent covenants contained in this Resolution are not on parity with covenants contained in the resolution authorizing the issuance of the Outstanding Obligations; and

WHEREAS, as of the date of issuance of the Notes, the Issuer will have defeased with cash its outstanding Water Revenue Capital Loan Notes, Series 2011, dated August 1, 2011 to be redeemed on the same date as the Refunded Notes; and

WHEREAS, the notice of intention of the Issuer to take action for the issuance of not to exceed \$2,800,000 Water Revenue Refunding Capital Loan Notes has heretofore been duly published and no objections to such proposed action have been filed, and the Issuer now desires to proceed with the issuance of \$2,185,000 Water Revenue Refunding Capital Loan Notes, Series 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IN THE COUNTY OF BUENA VISTA, 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:

- "Additional Obligations" shall mean any water revenue bonds, notes or other obligations issued on a parity with the Notes in accordance with the provisions of this Resolution.
- "Call Date" shall mean October 4, 2019, on which date the Refunded Notes shall be redeemed and paid.
- "Clerk" shall mean the City Clerk, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.

- "Economic Refunding" shall mean the sale and issuance of refunding bonds or notes issued to discharge and satisfy all or a part of the Notes or the then Outstanding Obligations in accordance with Section 21 of this Resolution, and to pay costs of issuance. The refunding must (i) produce annual debt service on the refunding bonds or notes not greater than the total (remaining) debt service on the refunded bonds or notes; (ii) shall not have a payment in any Fiscal Year (through maturity of the new bonds or notes) that is greater than the payment on the Notes or Outstanding Obligations being refunded, and (iii) shall not extend the final maturity of the refunded bonds or notes.
- "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year, except to the extent of any conflict with the terms of the Outstanding Obligations while the same remain outstanding.
- "Governing Body" shall mean the City Council of the City, or its successor in function with respect to the operation and control of the System.
- "Independent Auditor" shall mean an independent firm of Certified Public Accountants or the Auditor of State.
- "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.
- "Net Revenues" shall mean gross earnings of the System after deduction of current expenses; "Current Expenses" shall mean and include the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies but excluding depreciation and principal of and interest on the Notes and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses.
- "Notes" shall mean \$2,185,000 Water Revenue Refunding Capital Loan Notes, Series 2019, authorized to be issued by this Resolution.
- "Original Purchaser" shall mean JPMorgan Chase Bank, NA, of Chicago, Illinois, the purchaser of the Notes from the Issuer at the time of their original issuance.

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- "Outstanding Obligations" shall mean the Taxable Water Revenue Capital Loan Notes dated August 5, 2003, by resolution adopted July 7, 2003, \$2,299,000 of which notes are still outstanding and unpaid and remain a lien on the Net Revenues of the System.
- "Parity Obligations" shall mean water revenue bonds, notes or other obligations payable solely from the Net Revenues of the System on an equal basis with the Notes herein authorized to be issued, and shall include Additional Obligations as authorized to be issued under the terms of this Resolution and the Outstanding Obligations.
- "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.
- "Permitted Investments" shall mean any investments permitted in Iowa Code chapter 12B or section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Notes or project costs.
- "Project Fund" shall mean the fund into which a portion of the proceeds will be deposited, and together with interest earnings thereon and released reserve funds of the Refunded Bonds, be used to pay the principal, interest and redemption premium, if any, on the Refunded Notes.
- "Refunded Notes" shall mean \$2,340,000 of the Water Revenue Capital Loan Notes, Series 2013 dated April 2, 2013.
- "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 issuance of the Notes.
- "System" shall mean the Municipal Water Utility System of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate authorized by this Resolution, 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 2. Authority. The Loan Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A, 384.82 and 384.83 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Loan Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, fully registered Water Revenue Refunding Capital Loan Notes of the City, in the County of Buena Vista, State of Iowa, Series 2019, in the aggregate amount of \$2,185,000 for the purpose of paying costs of refinancing and refunding the Water Revenue Capital Loan Notes, Series 2013, of the City, dated April 2, 2013.

Section 4. Source of Payment. The Notes herein authorized and Parity Obligations and the interest thereon shall be payable solely and only out of the net earnings of the System and shall have a first lien on the future Net Revenues of the System. The Notes shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation and the Issuer shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Notes.

Section 5. Note Details. Water Revenue Refunding Capital Loan Notes of the City in the amount of \$2,185,000 shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Section 384.24A and 384.83 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in a single Note in the full principal amount of the issuance with mandatory sinking fund maturities as shown in Exhibit A to the Note. The Note shall be designated "WATER REVENUE REFUNDING CAPITAL LOAN NOTE, SERIES 2019", be dated September 26, 2019, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, the interest payable on June 1, 2020 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 City 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 \$1,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$44,000	1.770%	2020
\$31,000	1.770%	2021

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\$32,000	1.770%	2022
\$33,000	1.770%	2023
\$33,000	1.770%	2024
\$264,000	1.770%	2025
\$267,000	1.770%	2026
\$274,000	1.770%	2027
\$276,000	1.770%	2028
\$283,000	1.770%	2029
\$285,000	1.770%	2030
\$291,000	1.770%	2031
\$72,000	1.770%	2032

Section 6. Optional Redemption. Notes maturing after June 1, 2025, may be called for optional redemption by the Issuer and paid before maturity on such date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in inverse 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.

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. 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 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory

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

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

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

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

f) Non-Presentation of Notes. In the event any payment check 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.

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. Payment of principal shall only be made upon surrender of 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 and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

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 authorizing the issuance of the Notes.
2. A written order of Issuer signed by the Treasurer directing the authentication and delivery of the Notes to or upon the order of the Original Purchaser upon payment of the purchase price as set forth therein.
3. The opinion of Ahlers & Cooney, P.C., Bond Counsel, affirming 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 in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

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

FIGURE 1
(Front)

FIGURE 2	(10) (Continued)	(Back)	(16)
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The text of the Notes to be located thereon at the item numbers shown shall be as follows:

Item 1, figure 1= "STATE OF IOWA"
"COUNTY OF BUENA VISTA"
"CITY OF STORM LAKE"
"WATER REVENUE REFUNDING CAPITAL LOAN NOTE"
"SERIES 2019"

Item 2, figure 1= Rate: _____
Item 3, figure 1= Maturity: _____
Item 4, figure 1= Note Date: September 26, 2019
Item 5, figure 1= CUSIP No.: N/A
Item 6, figure 1= "Registered"
Item 7, figure 1= Certificate No. _____
Item 8, figure 1= Principal Amount: \$ _____

Item 9, figure 1 = 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

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

Item 10, figure 1 = or registered assigns, the principal sum of TWO MILLION ONE HUNDRED EIGHTY FIVE THOUSAND DOLLARS in lawful money of the United States of America, upon presentation and surrender hereof at the office of UMB Bank, n.a., Paying Agent of this issue, or its successor, payable in accordance with the maturity schedule attached hereto as Exhibit A, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2020, 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 384.83 of the Code of Iowa, as amended, for the purpose of paying costs of refinancing and refunding the Water Revenue Capital Loan Notes, Series 2013, of the City, dated April 2, 2013, in conformity to a Resolution of the Council of the City duly passed and approved (the "Note Resolution").

Notes maturing after June 1, 2025, may be called for optional redemption by the Issuer and paid before maturity on such date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in inverse 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.

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 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note and the series of which it forms a part, other notes ranking on a parity therewith, and any Additional Obligations which may be hereafter issued and outstanding from time to time on a parity with the Notes, as provided in the Note Resolution of which notice is hereby given and is hereby made a part hereof, are payable from and secured by a pledge of the Net Revenues of the Municipal Water Utility System (the "System"), as defined and provided in the Resolution. There has heretofore been established and the City covenants and agrees that it will maintain just and equitable rates or charges for the use of and service rendered by the System in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Notes, and other notes ranking on a parity therewith, as the same become due. This Note is not payable in any manner by taxation and under no circumstances shall the City be in any manner liable by reason of the failure of the Net Revenues to be sufficient for the payment hereof.

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, as amended.

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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.

IN TESTIMONY WHEREOF, the City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, with the seal of the City printed or impressed hereon, and authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, n.a., West Des Moines, Iowa.

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

UMB BANK, N.A., Registrar

By: _____
Authorized Signature

Item 13, figure 1 = Registrar and Transfer Agent: UMB Bank, n.a.
Paying Agent: UMB Bank, n.a.

SEE REVERSE FOR CERTAIN DEFINITIONS

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

CITY OF STORM LAKE, STATE OF IOWA

By: _____ (manual or facsimile signature)
Mayor

ATTEST:

By: _____ (manual or facsimile signature)
City Clerk

Item 16, figure 1 = (Assignment Block)
(Information Required for Registration)

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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:

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TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

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

IA UNIF TRANS MIN ACT - Custodian

(Cust) (Minor)

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

(State)

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

Section 13. Equality of Lien. The timely payment of principal of and interest on the Notes and Parity Obligations shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or delivery; and the Net Revenues of the System are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 14. Application of Note Proceeds - Redemption and Current Refunding of Refunded Notes. Proceeds of the Notes shall be applied as follows:

- ◆ \$2,365,375.16 of the Note proceeds and \$220,767 from release of reserve funds held for the Refunded Notes shall be deposited in trust with the Treasurer for the payment of the Refunded Notes and is irrevocably appropriated exclusively to the payment of principal, interest on and premium, if any, due on the redemption thereof. Said amount shall be held separately from all other moneys or accounts, in cash or direct obligations of the United States, maturing on or before the Call Date of the Refunded Notes, and is determined to be sufficient to retire on the designated Call Date all of such obligations, together with the interest thereon to the designated redemption date and premium thereon, if any, that may be payable on the redemption of the same.
- ◆ The remaining proceeds shall be held by the Treasurer and applied to pay the costs of issuance of the Notes. Any excess proceeds remaining on hand after completion of the purpose of issuance shall be used to call or otherwise retire Notes.

The Refunded Notes are called and shall be redeemed as of the Call Date. The Clerk is hereby authorized and directed to cause notice of such redemption to be given in compliance with the terms of the Refunded Notes.

Section 15. User Rates. There has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. The rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System. So long as the Notes are outstanding and unpaid the rates or charges to consumers of services of the System shall be sufficient in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and

for the payment of principal and interest on the Notes and Parity Notes and obligations as the same fall due.

Any revenues paid and collected for the use of the System and its services by the Issuer or any department, agency or instrumentality of the Issuer shall be used and accounted for in the same manner as any other revenues derived from the operations of the System.

Section 16. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the System shall be deposited as collected in a fund to be known as the Water Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

a) Operation and Maintenance Fund. Money in the Revenue Fund shall first be disbursed to make deposits into a separate and special fund to pay current expenses. The fund shall be known as the Water Revenue Operation and Maintenance Fund (the "Operation and Maintenance Fund"). There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current expenses of the month plus an amount equal to 1/12th of expenses payable on an annual basis such as insurance. After the first day of the month, further deposits may be made to this account from the Revenue Fund to the extent necessary to pay current expenses accrued and payable to the extent that funds are not available in the Surplus Fund.

b) Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay the principal and interest requirements of the Fiscal Year on the Notes and Parity Obligations. The fund shall be known as the Water Revenue Bond Principal and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be the equal monthly amount necessary to pay in full the installment of interest coming due on the next interest payment date on the then Outstanding Obligations and Parity Obligations plus the equal monthly amount necessary to pay in full the installment of principal coming due on such Notes on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligations as the same shall become due and payable.

c) Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the revenues of the System, but subordinate to the Notes and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Notes or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.

d) Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution, may

be used to pay for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Notes or Parity Obligations or any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which the funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the 10th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of the funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full. The provisions of this Section shall not be construed to require the Issuer to maintain separate bank accounts for the funds created by this Section; except the Sinking Fund shall be maintained in a separate account but may be invested in conjunction with other funds of the City but designated as a trust fund on the books and records of the City.

Section 17. Outstanding Obligations. Nothing in this Resolution shall be construed to impair the rights vested in the Outstanding Obligations. The amounts herein required to be paid into the various funds named in this Resolution shall be inclusive of payments required in respect to the Outstanding Obligations. The provisions of the resolution authorizing issuance of the Outstanding Obligations and the provisions of this Resolution are to be construed wherever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the Notes authorized by the resolution have been paid in full or otherwise satisfied as therein provided at which time the provisions of this Resolution shall again prevail.

Section 18. Investments. All of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation or its equivalent successor, 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 the purposes for which the fund was created or otherwise as herein provided.

All income derived from such investments shall be deposited in the Revenue Fund and shall be regarded as revenues of the System. Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 19. Covenants Regarding the Operation of the System. The Issuer hereby covenants and agrees with each and every holder of the Notes and Parity Obligations:

a) Maintenance and Efficiency. The Issuer will maintain the System in good condition and operate it in an efficient manner and at reasonable cost.

b) Sufficiency of Rates. On or before the beginning of each Fiscal Year the Governing Body will adopt or continue in effect rates for all services rendered by the System determined to be sufficient to produce Net Revenues for the next succeeding Fiscal Year adequate to pay principal and interest requirements and create reserves as provided in this Resolution but not less than 110 percent of the principal and interest requirements of the Fiscal Year. No free use of the System by the Issuer or any department, agency or instrumentality of the Issuer shall be permitted except upon the determination of the Governing Body that the rates and charges otherwise in effect are sufficient to provide Net Revenues at least equal to the requirements of this subsection.

c) Insurance. The Issuer shall maintain insurance for the benefit of the noteholders on the insurable portions of the System of a kind and in an amount which normally would be carried by private companies engaged in a similar kind of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the System damaged or destroyed, or if not so used shall be placed in the Revenue Fund.

d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices, and will diligently act to cause the books and accounts to be audited annually, or as otherwise required by law, by an Independent Auditor. The holders of any of the Notes and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.

e) State Laws. The Issuer will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Iowa, including the making and collecting of reasonable and sufficient rates for services rendered by the System as above provided, and will segregate the revenues of the System and apply the revenues to the funds specified in this Resolution.

f) Property. The Issuer will not sell, lease, mortgage or in any manner dispose of the System, or any capital part thereof, including any and all extensions and additions that may be made thereto, until satisfaction and discharge of all of the Notes and Parity Obligations shall have been provided for in the manner provided in this Resolution; provided, however, that this covenant shall not be construed to prevent the disposal by the Issuer of property which in the judgment of its Governing Body has become inexpedient or unprofitable to use in connection with the System, or if it is to the advantage of the System that other property of equal or higher value be substituted therefor, and provided further that the proceeds of the disposition of such property shall be placed in a revolving fund and used in preference to other sources for capital improvements to the System. Any such proceeds of the disposition of property acquired with the proceeds of the Notes or Parity Obligations shall not be used to pay principal or interest on the Notes and Parity Obligations or for payments into the Sinking Fund.

g) Fidelity Bond. The Issuer shall maintain fidelity bond coverage in amounts which normally would be carried by private companies engaged in a similar kind of business on each officer or employee having custody of funds of the System.

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h) Additional Charges. The Issuer will require proper connecting charges and/or other security for the payment of service charges.

i) Budget. The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years. Copies of such budget and any amendments thereto shall be provided to the holders of any of the Notes upon request.

Section 20. Remedies of Noteholders. Except as herein expressly limited the holder or holders of the Notes and Parity Obligations shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Notes and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 21. Prior Lien and Parity Obligations. The Issuer will issue no other Notes or obligations of any kind or nature payable from or enjoying a lien or claim on the property or Net Revenues of the System having priority over the Notes or Parity Obligations.

Additional Obligations may be issued on a parity and equality of rank with the Notes with respect to the lien and claim of such Additional Obligations to the revenues of the System and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

(a) For the purpose of refunding any of the Notes or Parity Obligations outstanding so long as the refunding is an Economic Refunding, without having to comply with subsection (b) below.

(b) For any lawful purpose, if all of the following conditions shall have been met:

i. before any such Additional Obligations ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor or independent financial consultant, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Net Revenues of the System for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.10 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the Notes or Parity Obligations for both principal of and interest on all Notes or Parity Obligations then outstanding which are payable from the net earnings of the System and the Additional Obligations then proposed to be issued.

For the purpose of determining the Net Revenues of the System for the preceding Fiscal Year as aforesaid, the amount of the gross revenues for such year may be adjusted by an Independent Auditor, independent financial consultant or a consulting engineer, not a regular employee of the Issuer, so as to reflect any changes in the amount of such revenues which would have resulted had any

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revision of the schedule of rates or charges imposed at or prior to the time of the issuance of any such Additional Obligations been in effect during all of such preceding Fiscal Year.

ii. the Additional Obligations must be payable as to principal and as to interest on the same month and day as the Notes herein authorized.

iii. for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

iv. for the purposes of this Section, general obligation bonds shall be refunded only upon a finding of necessity by the Governing Body and only to the extent the general obligation bonds were issued or the proceeds of them were expended for the System.

v. for purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a certified public accountant are issued and available, but in no event a Fiscal Year which ended more than eighteen months prior to the date of issuance of the Additional Obligations.

Section 22. Disposition of Note Proceeds; Arbitrage Not Permitted. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of the Notes it will comply with the requirements of the statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage bonds.

Section 23. Approval of Tax Exemption Certificate. The Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes and other matters pertaining to the tax-exempt status of the Notes is hereby approved. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 24. 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 25. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(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 (\$2,340,000) 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 Code 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 any remainder of 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 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 26. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

a) By paying the Notes or Parity Obligations when the same shall become due and payable; and

b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body for the payment of the obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which the obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Notes or Parity Obligations shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 27. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 28. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Notes and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Notes or Parity Obligations; or to comply with any application provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Notes or Parity Obligations;

b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Notes or Parity Obligations from being includable within the gross income of the holders thereof for federal income tax purposes;

c) to grant to or confer upon the holders of the Notes or Parity Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Notes;

d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 29. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held or owned by or for the account of the Issuer, but including such Refunding Notes as may have been issued for the purpose of refunding any of such Notes if such Refunding Notes shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

a) Make any change in the maturity or interest rate of the Notes, or modify the terms of payment of principal of or interest on the Notes or any of them or impose any conditions with respect to such payment;

b) Materially affect the rights of the holders of less than all of the Notes and Parity Obligations then outstanding; and

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c) Reduce the percentage of the principal amount of Notes, the consent of the holders of which is required to effect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Note as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of the notice there shall be filed with the City Clerk an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Notes then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in the notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Governing Body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Notes and Parity Obligations.

Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Notes held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Notes described in such certificate.

Section 30. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 31. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

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PASSED AND APPROVED this 16th day of September, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

City Council Requested Items – Council Member McKinney inquired as to when a tour was scheduled of the Lighthouse at King’s Pointe.

Adjournment – Moved by Council Member Ibarra to adjourn the meeting at 5:40 pm.
Seconded by Council Member McKinney. Vote: All ayes with Council Member Smith absent.
Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Instructions on the reverse sideFor period (MM/DD/YYYY) 10 / 01 / 2019 through June 30, 2020

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

Business Information:

Trade Name/DBA Hy-Vee, Inc. DBA Hy-Vee Fast and Fresh Express
Physical Location Address 1260 Lake Ave. N. City Storm Lake ZIP 50588
Mailing Address 5820 Westown Parkway City West Des Moines State IA ZIP 50266
Business Phone Number TBD

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Hy-Vee, Inc.
Mailing Address 5820 Westown Parkway City West Des Moines State IA ZIP 50266
Phone Number 515-267-2800 Fax Number _____ Email kpalmer@Hy-vee.com

Retail Information:

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

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

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

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

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

Name (please print) Jeff Pierce Name (please print) _____
Signature [Signature] Signature _____
Date 9/9/2019 Date _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$ 56.25
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Storm Lake
- New ☒ Renewal ☐

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

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

General Instructions

- Fill in the month, day, and year that this application covers.
- All permits expire annually on June 30th.
- A new application must be submitted every year.
- All items must be completed.
- A permit will not be issued until the application is properly completed and approved.

Business Information

- Fill in the trade name/DBA of the business.
- Fill in the physical location address, city, and ZIP.
- Fill in the mailing address or PO Box, city, and ZIP.
- Fill in the 10-digit telephone number of the business.

Legal Ownership Information

- Check the legal ownership type of the business.
- Fill in the name(s) of the sole proprietor, partnership, the corporation, the LLC, or the LLP that is the legal owner of the business. This is not the store manager or the corporate president. Do not fill in the name of a person unless the type of ownership is sole proprietor.
- Fill in the 10-digit telephone number, fax number, and email address of the legal owner.

Retail Information

- Check the box for the type of sales at the business.
- If you make delivery sales of alternative nicotine or vapor products, also complete an Annual Application for Iowa Cigarette Permit, Tobacco Tax License, or Delivery Seller Permit 70-015.
- Check the types of products sold at the business.
- Check the box that best describes the type of business establishment.
- Print the name of the sole proprietor, the partner(s), or corporate official signing this application.
- Sign and date the application. The application must be signed by the owner, one of the partners, or one of the corporate officers listed above. A preparer's or store manager's signature is not acceptable.
- Return this application and fee to your local jurisdiction: city clerk (within city limits) or county auditor (outside of city limits).

Permit Fees

- The price of a retail permit depends on the location of the business and the month issued.

Location	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
Outside of city limits	\$50.00	\$37.50	\$25.00	\$12.50
City of less than 15,000	\$75.00	\$56.25	\$37.50	\$18.75
City of 15,000 or more	\$100.00	\$75.00	\$50.00	\$25.00

For City Clerk/County Auditor Only

- Send completed/approved applications within 30 days of issuance to:
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Visit the Iowa Department of Revenue at (<https://tax.iowa.gov>) to find information regarding minimum price, a list of approved brands, a list of licensed distributors, and answers to frequently asked questions.

All retailers need to sign up for the cigarette/tobacco elist (Listserv).

Applicant License Application ()

Name of Applicant: <u>Hy-Vee, Inc.</u>		
Name of Business (DBA): <u>Hy-Vee Fast and Fresh Express</u>		
Address of Premises: <u>1260 Lake Ave. N.</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(515) 267-2800</u>		
Mailing <u>5820 WESTOWN PKWY</u>		
City <u>WEST DES MOINES</u>	State <u>IA</u>	Zip: <u>50266</u>

Contact Person

Name <u>Kelly Palmer</u>	
Phone: <u>(515) 267-2949</u>	Email <u>kpalmer@hy-vee.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 11/06/2019

Expiration Date: 01/01/1900

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

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

Ownership

Randy Edeker

First Name: <u>Randy</u>	Last Name: <u>Edeker</u>	
City: <u>Urbandale</u>	State: <u>Iowa</u>	Zip: <u>50322</u>
Position: <u>CEO, President</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Michael Jurgens

First Name: <u>Michael</u>	Last Name: <u>Jurgens</u>	
City: <u>Des Moines</u>	State: <u>Iowa</u>	Zip: <u>50312</u>
Position: <u>Vice President, Secretary</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Jeffrey Pierce

First Name: <u>Jeffrey</u>	Last Name: <u>Pierce</u>
-----------------------------------	---------------------------------

City: Waukee State: Iowa Zip: 50263
Position: Asst Treasurer, Financial
Reporting
% of Ownership: 0.00% U.S. Citizen: Yes

Insurance Company Information

Insurance Company: EMPLOYERS MUTUAL CASUALTY COMPANY

Policy Effective Date: 11/06/2019

Policy Expiration 01/01/1900

Bond Effective 2

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

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

On this 23 day of September, 2019, the following Agreement is reached between Foell Terry L. Rev Liv Trust and Foell James Reve Liv Trust, hereinafter referred to as "APPLICANT" and the City of Storm Lake, Iowa, hereinafter referred to as "CITY".

Background

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

Agreement

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

Street Address: **170 Scott Street**

Legal Description: **Lot 5, Block 1, Westside Subdivision, a part of Government Lot 1 of Section 9, Township 90 North, Range 37, West of the 5th P.M., Buena Vista County, Iowa.**

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

2. CITY hereby agrees to sell water to APPLICANT to service the residence or commercial property located upon the property based upon APPLICANT'S representation that the parcel described is the entire parcel of real estate owned by the APPLICANT which is contiguous to the site for which water service is sought.

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

4. The parties agree that APPLICANT shall not consume more than 96,000 gallons of water in any calendar year nor more than 8,000 gallons of water in any calendar month.

5. Notwithstanding the provisions of the previous paragraph, the parties understand and agree that CITY shall only be responsible to provide water of quality required by the CITY's permit from the Iowa Department of Natural Resources, and that the CITY shall not be liable for failure to supply a particular quantity of water provided that CITY is operating in good faith and is not intentionally treating APPLICANT differently than it is treating consumers within its corporate limits. CITY shall also not be liable for temporary disruption in water service caused by the necessity of repairing, replacing or servicing water mains which service APPLICANT'S property. Note: In the Bel-air subdivision, the CITY shall not have any responsibility to repair or replace the water main unless and until the Bel-air distribution system has been conveyed to the CITY.

6. APPLICANT agrees that APPLICANT shall be solely responsible for constructing a service line to the nearest available CITY main and the hook up thereto, including the cost thereof, and it is specifically understood that CITY shall have no responsibility to extend its existing main so as to service APPLICANT'S property. Applicant shall be responsible for installing a stop cock (shutoff) on the waterline where it will be accessible to the CITY and for installing a water meter as set forth in paragraph 10. In addition to the actual cost of construction and hook up to the CITY main, APPLICANT shall pay a special hook up fee in the amount of n/a to CITY and which fee must be paid prior to the installation of the service line.

7. APPLICANT further agrees that after the installation of the service line APPLICANT shall remain solely responsible for the maintenance of the service line and the cost thereof.

8. APPLICANT further agrees that all installation of service lines and the subsequent maintenance thereof shall be done by a licensed plumber and that no connections to the CITY'S main shall be made except upon specific authorization of the CITY and with appropriate supervision of CITY personnel.

9. The term of this Contract shall be for a period of 25 years commencing on the date of this agreement. During the term of the Contract, it cannot be terminated by either party, in the absence of a breach of the Contract by the opposite party, except upon the written consent of both the CITY and the APPLICANT. This contract shall automatically renew for a 25 year term unless either party notifies the other party at least one year in advance of the termination of the contract that they desire to renegotiate the contract or terminate the contract.

10. To measure the quantity of water consumed, APPLICANT agrees to purchase a meter and a remote meter, of a size and model to be determined by CITY, from CITY at a cost of n/a. APPLICANT further agrees that the meters shall be installed at a location and in the manner required by CITY.

11. APPLICANT shall pay CITY for all water consumed at a rate equal to 150% of the rate charged to CITY'S residential or commercial consumers, as appropriate, payable monthly. The rate referred to herein shall be the rate or rates applicable under the provisions of Chapter III-5 of CITY'S municipal code and any subsequent amendments thereto. The 150% factor shall be applicable not only to the base rate set forth in III-5-1, but also to the premium rate set forth in III-5-7 as well as any other applicable surcharges subsequently adopted. If APPLICANT should request that billings be sent to any person other than APPLICANT, such as a tenant, APPLICANT shall nevertheless be liable for all payments due from the third party if they should default.

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

13. a) If at any time during the Contract the CITY should annex additional territory into CITY and which annexation is subsequently approved by the City Development Board of the State of Iowa, and if as the result of that annexation any boundary (or portion thereof) of the property described in Paragraph 1 is then contiguous with any portion of the boundary of the City limits of CITY, APPLICANT agrees to file a voluntary petition of annexation to the City of Storm Lake with respect to the property described in Paragraph 1 within 30 days after written notification by CITY of the earlier annexation that caused the contiguous boundaries.

b. APPLICANT also agrees that if, during the term of the Contract, CITY shall initiate a plan to involuntarily annex territory including the property described in Paragraph 1, APPLICANT will not file nor permit to be filed on APPLICANT'S behalf any resistance to the plan of involuntary annexation.

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

Persons who would have a dower or spousal interest in this property are:
(insert the name of any spouse of an owner who is not himself or herself an owner)

Lienholder against this property as of this date are:

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

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

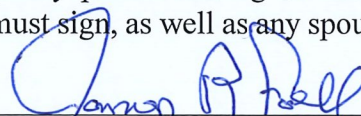
CITY OF STORM LAKE

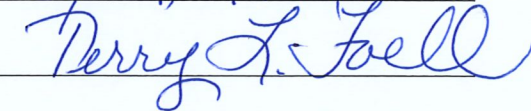
By _____
City Manager

City Clerk

APPLICANT

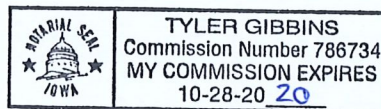
(every person having an ownership interest must sign, as well as any spouse of an owner)





On this _____ day of _____, 20____, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the City Manager and City Clerk, respectively, of said corporation executing the within and foregoing instrument to which this is attached, that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its City Council; and that the said _____ and _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

STATE OF IOWA)
) ss.
COUNTY OF BUENA VISTA)



On this 23 day of September, 2019, before me, the undersigned, a notary public in and for said County, in said State, personally appeared Terry Foell and James Foell to me known to the identical person(s) named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

T-126, Notary Public In And For Said County and State

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

On this 2nd day of October, 2019, the following Agreement is reached between Lindsay Armstrong hereinafter referred to as "APPLICANT" and the City of Storm Lake, Iowa, hereinafter referred to as "CITY".

Background

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

Agreement

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

Street Address: 199 South Cove Drive, Storm Lake, IA 50588

Legal Description: **Exhibit A**

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

2. CITY hereby agrees to sell water to APPLICANT to service the residence or commercial property located upon the property based upon APPLICANT'S representation that the parcel described is the entire parcel of real estate owned by the APPLICANT which is contiguous to the site for which water service is sought.

3. The water to be purchased shall be for human consumption and household or commercial use only and shall not be used for livestock, poultry or other farming operations. In addition,

APPLICANT agrees that APPLICANT will not resell the water provided by CITY to any other consumer.

4. The parties agree that APPLICANT shall not consume more than 96,000 gallons of water in any calendar year nor more than 8,000 gallons of water in any calendar month.

5. Notwithstanding the provisions of the previous paragraph, the parties understand and agree that CITY shall only be responsible to provide water of quality required by the CITY's permit from the Iowa Department of Natural Resources, and that the CITY shall not be liable for failure to supply a particular quantity of water provided that CITY is operating in good faith and is not intentionally treating APPLICANT differently than it is treating consumers within its corporate limits. CITY shall also not be liable for temporary disruption in water service caused by the necessity of repairing, replacing or servicing water mains which service APPLICANT'S property. Note: In the Bel-air subdivision, the CITY shall not have any responsibility to repair or replace the water main unless and until the Bel-air distribution system has been conveyed to the CITY.

6. APPLICANT agrees that APPLICANT shall be solely responsible for constructing a service line to the nearest available CITY main and the hook up thereto, including the cost thereof, and it is specifically understood that CITY shall have no responsibility to extend its existing main so as to service APPLICANT'S property. Applicant shall be responsible for installing a stop cock (shutoff) on the waterline where it will be accessible to the CITY and for installing a water meter as set forth in paragraph 10. In addition to the actual cost of construction and hook up to the CITY main, APPLICANT shall pay a special hook up fee in the amount of **\$1,500.00** to CITY and which fee must be paid prior to the installation of the service line.

7. APPLICANT further agrees that after the installation of the service line APPLICANT shall remain solely responsible for the maintenance of the service line and the cost thereof.

8. APPLICANT further agrees that all installation of service lines and the subsequent maintenance thereof shall be done by a licensed plumber and that no connections to the CITY'S main shall be made except upon specific authorization of the CITY and with appropriate supervision of CITY personnel.

9. The term of this Contract shall be for a period of **10** years commencing on the date of this agreement. During the term of the Contract, it cannot be terminated by either party, in the absence of a breach of the Contract by the opposite party, except upon the written consent of both the CITY and the APPLICANT. This contract shall automatically renew for a **10 year term** unless either party notifies the other party at least one year in advance of the termination of the contract that they desire to renegotiate the contract or terminate the contract.

10. To measure the quantity of water consumed, APPLICANT agrees to purchase a meter and a remote meter, of a size and model to be determined by CITY, from CITY at a cost of **\$553.73**. APPLICANT further agrees that the meters shall be installed at a location and in the manner required

by CITY.

11. APPLICANT shall pay CITY for all water consumed at a rate equal to 150% of the rate charged to CITY'S residential or commercial consumers, as appropriate, payable monthly. The rate referred to herein shall be the rate or rates applicable under the provisions of Chapter III-5 of CITY'S municipal code and any subsequent amendments thereto. The 150% factor shall be applicable not only to the base rate set forth in III-5-1, but also to the premium rate set forth in III-5-7 as well as any other applicable surcharges subsequently adopted. If APPLICANT should request that billings be sent to any person other than APPLICANT, such as a tenant, APPLICANT shall nevertheless be liable for all payments due from the third party if they should default.

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

13. a) If at any time during the Contract the CITY should annex additional territory into CITY and which annexation is subsequently approved by the City Development Board of the State of Iowa, and if as the result of that annexation any boundary (or portion thereof) of the property described in Paragraph 1 is then contiguous with any portion of the boundary of the City limits of CITY, APPLICANT agrees to file a voluntary petition of annexation to the City of Storm Lake with respect to the property described in Paragraph 1 within 30 days after written notification by CITY of the earlier annexation that caused the contiguous boundaries.

b. APPLICANT also agrees that if, during the term of the Contract, CITY shall initiate a plan to involuntarily annex territory including the property described in Paragraph 1, APPLICANT will not file nor permit to be filed on APPLICANT'S behalf any resistance to the plan of involuntary annexation.

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

Persons who would have a dower or spousal interest in this property are:
(insert the name of any spouse of an owner who is not himself or herself an owner)

None

Lienholder against this property as of this date are:

None

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

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

CITY OF STORM LAKE

APPLICANT

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

By _____
City Manager

[Signature] 10/2/19

City Clerk

[Signature] 10/2/19

STATE OF IOWA)
) ss.

COUNTY OF BUENA VISTA)

On this _____ day of _____, 20____, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the City Manager and City Clerk, respectively, of said corporation executing the within and foregoing instrument to which this is attached, that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its City Council; and that the said _____ and _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

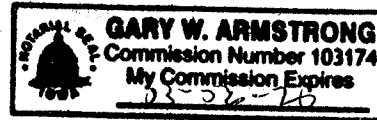
_____, Notary Public In And For Said County and State

STATE OF IOWA)
) ss.

COUNTY OF BUENA VISTA)

On this 2nd day of July, 2019, before me, the undersigned, a notary public in and for said County, in said State, personally appeared John G. Armstrong to me known to the identical person(s) named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Gary W. Armstrong, Notary Public In And For Said County and State

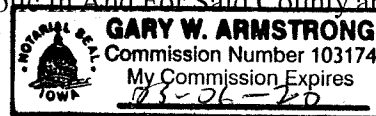


STATE OF IOWA)
) ss.

COUNTY OF BUENA VISTA)

On this 2nd day of July, 2019, before me, the undersigned, a notary public in and for said County, in said State, personally appeared Lindsay N. Armstrong to me known to the identical person(s) named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

Gary W. Armstrong, Notary Public In And For Said County and State



STATE OF IOWA)
) ss.

COUNTY OF BUENA VISTA)

On this _____ day of _____, 20____, before me, the undersigned, a notary public in and for said County, in said State, personally appeared _____ to me known to the identical person(s) named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

_____, Notary Public In And For Said County and State



TAX ABATEMENT APPLICATION FORM

City of Storm Lake, Iowa Urban Revitalization Program is authorized under Iowa Code Chapter 404 and as adopted by the City's Urban Revitalization Program.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

For More information visit:
www.stormlake.org/taxabatement

Tax exemptions are allowed as follows:

Residential Housing - Maximum five (5) year exemption of 100% on the first \$75,000 of actual value added.

Commercial Property - Maximum three (3) year exemption of 50% on the actual value added.

Multi- Residential - No exemption

NOTE: Minimum 20% increase on actual value required

Need More
Information?
Scan This QR
Code!



☐ Prior Approval for Intended Improvements

☒ Approval of Improvements Completed

Property Address:

1507 E 4th

Legal
Description:

02-90-37 Storm Lake Corp Hayes E 150.8' of W 832.8' N of
4th St & S of RR

Property ID Number (PIN):

1402176007

Owner E-mail:

pete@efficient-construction.com

Property Owner Name:

Peter Bodholdt

Phone Number:

712-213-4827

Owner Address (If different than above)

PO Box 307, Storm Lake, IA 50588

☐ Check Box if there is a tenant on the property who has occupied the dwelling unit for at least 1 year prior to date of adoption of the plan (4-4-2005) AND will be displaced by the proposed improvements.

☐ Check Box if this property is or will be a rental unit

What is the existing use of the property? (Choose one)

☐ Residential

☒ Commercial

☐ Multi-Residential

☐ Industrial

☐ Vacant

What is the PROPOSED use of the property? (Choose one)

☐ Residential

☒ Commercial

☐ Multi-Residential

☐ Industrial

☐ Vacant

What is the nature of the improvements being completed?

☒ New Construction

☐ Addition

☐ General Improvements

Describe
Improvements:

New 42' x 104' addition to shop

Estimated or Actual Date of Completion:

October 1, 2018

Estimated or Actual costs of Improvements:

\$ 195,000

NOTE: For complete details regarding eligibility & requirements see the Urban Revitalization Plan (4-4-2005) and amendment #1 (2014) and Ordinance.



RECEIVED
6-4-19



TAX ABATEMENT APPLICATION FORM

City of Storm Lake, Iowa Urban Revitalization Program is authorized under Iowa Code Chapter 404 and as adopted by the City's Urban Revitalization Program.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

For More information visit:
www.stormlake.org/taxabatement

Tax exemptions are allowed as follows:

Residential Housing - Maximum five (5) year exemption of 100% on the first \$75,000 of actual value added.

Commercial Property - Maximum three (3) year exemption of 50% on the actual value added.

Multi- Residential - No exemption

NOTE: Minimum 20% increase on actual value required

Need More
Information?
Scan This QR
Code!



☐ Prior Approval for Intended Improvements

☐ Approval of Improvements Completed

Property Address: 1004 Evergreen Ave., Storm Lake, IA 50588

Legal
Description:

LOT EIGHT (8), FRIESEN'S SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA.

Property ID Number (PIN): 1035362008

Owner E-mail: bfriesen9@msm.com

Property Owner Name: Bernardo Friesen

Phone Number: 712-299-3744

Owner Address (If different than above) 1124 E. 8th St., Storm Lake, IA 50588

☐ Check Box if there is a tenant on the property who has occupied the dwelling unit for at least 1 year prior to date of adoption of the plan (4-4-2005) AND will be displaced by the proposed improvements.

☐ Check Box if this property is or will be a rental unit

What is the existing use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the PROPOSED use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the nature of the improvements being completed?

☒ New Construction ☐ Addition ☐ General Improvements

Describe
Improvements:

New Build

Estimated or Actual Date of Completion: 6-3-19

Estimated or Actual costs of Improvements: 150,000.

NOTE: For complete details regarding eligibility & requirements see the Urban Revitalization Plan (4-4-2005) and amendment #1 (2014) and Ordinance.

RECEIVED



TAX ABATEMENT APPLICATION FORM



Tax abatements are provided to encourage investment in the City of St. Louis. This form is used to apply for a tax abatement. The applicant must be a business or individual who is investing in the City of St. Louis. The abatement is granted for a period of 10 years.

1. Name of Applicant
2. Address
3. City
4. State
5. Zip

6. Description of Project
7. Estimated Value of Project
8. Estimated Number of Jobs Created
9. Estimated Annual Revenue to City

10. Signature of Applicant
11. Signature of City Representative
12. Date
13. City of St. Louis, Missouri

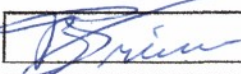
14. Description of Project
15. Estimated Value of Project
16. Estimated Number of Jobs Created
17. Estimated Annual Revenue to City

18. Signature of Applicant
19. Signature of City Representative
20. Date
21. City of St. Louis, Missouri

Tax Abatement is **NOT** allowed in any current or future Urban Renewal Area within the City limits of the City of Storm Lake. Your application for Tax Abatement must be filed with the City of Storm Lake by February 1st of the assessment year for which the exemption is first claimed but in no case not later than two (2) years after the February 1st following the year that the improvements are first assessed for taxation. Your project must be completed so that the first full assessment is not later than January 1, 2024.

Your signature below indicates your understanding of the City of Storm Lake Urban Revitalization Program and authorizes your desire to apply for tax abatement on this property provided that it qualifies under the terms of the program.

Please attach the approved building permit to your application.

Signature: 

Print Name: Date:

Title: Company:

City of Storm Lake ONLY

Date Received: 1st Year Fully Assessed:

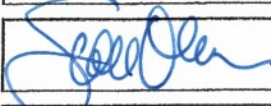
☐ Check Box if property is **NOT** in an existing Urban Renewal Area

Building Permit #: ☐ For Rental Properties - Verified that property is on rental inspection registration list

☒ Check Box if application is approved

☐ Check Box if application is **NOT** approved

Disapproval Reason:

Authorized by Building Official:  Date:

Authorized by Mayor: Date:

Attested by City Clerk: Date:

☐ Application Scanned to Laserfiche

Delivered to BV County Assessor on: By:

City needs to submit application to Buena Vista County Assessor by March 1st annually.

Buena Vista County Assessor ONLY

Present Value of Structure:

Assessed Value with Improvements:

☐ Check Box if property **IS** eligible for Tax Abatement

☐ Check Box if property is **NOT** eligible for Tax Abatement

Assessor Signature: Date:

☐ Check Box once final copy returned to City of Storm Lake



Building Improvements Permit

Permit #: BP18-0252

**INSPECTIONS REQUIRE 24 HOUR ADVANCED NOTICE
CALL 732-8002 TO SCHEDULE APPOINTMENT**

Date: 1/4/2019

Permit expires SIX MONTHS from date of issuance.

1004 EVERGREEN AVENUE

Address of Property

JOE AUBE

518 CHEROKEE ST

ALTA, IA 51002

Name & Address of Property Owner

Zoning District

FAMDWELLING

Contractor Name

Permit Type

Permission To:

New 33'-6" x 60' single family dwelling. Ben Friesen is the General Contractor, Schable is the Pumber, and Delp is the Electrician.

Total Cost of Project: \$150000

Cost of Permit: \$1422.07

☒ I have received the Tax Abatement Form.

The owner agrees to inspections of all installations subject to all pertinent code requirements. Permit not valid unless signed by the Building Official. Permit must be kept on the job site.

Building Official/Code Enforcement Officer

Property Owner or Contractor

THIS PERMIT AUTHORIZES CONSTRUCTION OF IMPROVEMENTS SPECIFIED.

By signing above, the applicant hereby agrees, in consideration of the issuance of this permit, to assume responsibility for and to hold the City harmless in regard to any and all claims of injury or damage arising from the acts or omissions of the applicant or his/her agents while acting under the authority of this permit. The applicant further agrees to comply with the provisions of the Code of the City of Storm Lake, Iowa and 29 CFR Part 1926.650, 651 and 652 as adopted by the Iowa Division of Labor.





TAX ABATEMENT APPLICATION FORM

City of Storm Lake, Iowa Urban Revitalization Program is authorized under Iowa Code Chapter 404 and as adopted by the City's Urban Revitalization Program.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

For More information visit:
www.stormlake.org/taxabatement

Tax exemptions are allowed as follows:

Residential Housing - Maximum five (5) year exemption of 100% on the first \$75,000 of actual value added.

Commercial Property - Maximum three (3) year exemption of 50% on the actual value added.

Multi- Residential - No exemption

NOTE: Minimum 20% increase on actual value required

Need More
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☐ Prior Approval for Intended Improvements

☒ Approval of Improvements Completed

Property Address: 1017 Evergreen Ave., Storm Lake, IA 50588

Legal
Description:

LOT TWO (2), FRIESEN'S SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA.

Property ID Number (PIN): 1035362002

Owner E-mail: bfriesen9@msm.com

Property Owner Name: Benardo Friesen

Phone Number: 712-299-3744

Owner Address (If different than above) 1124 E. 8th St., Storm Lake, IA 50588

☐ Check Box if there is a tenant on the property who has occupied the dwelling unit for at least 1 year prior to date of adoption of the plan (4-4-2005) AND will be displaced by the proposed improvements.

☐ Check Box if this property is or will be a rental unit

What is the existing use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the PROPOSED use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the nature of the improvements being completed?

☒ New Construction ☐ Addition ☐ General Improvemts

Describe
Improvements:

New Construction

Estimated or Actual Date of Completion:

May 15, 2019

Estimated or Actual costs of Improvements:

170,000.00

NOTE: For complete details regarding eligibility & requirements see the Urban Revitalization Plan (4-4-2005) and amendment #1 (2014) and Ordinance.

Tax Abatement is **NOT** allowed in any current or future Urban Renewal Area within the City limits of the City of Storm Lake. Your application for Tax Abatement must be filed with the City of Storm Lake by February 1st of the assessment year for which the exemption is first claimed but in no case not later than two (2) years after the February 1st following the year that the improvements are first assessed for taxation. Your project must be completed so that the first full assessment is not later than January 1, 2024.

Your signature below indicates your understanding of the City of Storm Lake Urban Revitalization Program and authorizes your desire to apply for tax abatement on this property provided that it qualifies under the terms of the program.

* Please attach the approved building permit to your application.

Signature:

Bernardo Friesen

Print Name:

Bernardo Friesen

Date:

2-20-19

Title:

Owner / Contractor

Company:

Friesen Construction

City of Storm Lake ONLY

Date Received:

2-20-2019

1st Year Fully Assessed:

☐ Check Box if property is **NOT** in an existing Urban Renewal Area

Building Permit #:

BP-18-0162

☐ For Rental Properties - Verified that property is on rental inspection registration list

☒ Check Box if application is approved

☐ Check Box if application is **NOT** approved

Disapproval
Reason:

Authorized by
Building Official:

Scott Olsen

Date:

10-2-2019

Authorized by
Mayor:

Date:

Attested by
City Clerk:

Date:

☐ Application Scanned to Laserfiche

Delivered to BV County Assessor on:

By:

City needs to submit application to Buena Vista County Assessor by March 1st annually.

Buena Vista County Assessor ONLY

Present Value of Structure:

Assessed Value with
Improvements:

☐ Check Box if property **IS** eligible for Tax Abatement

☐ Check Box if property is **NOT** eligible for Tax Abatement

Assessor Signature:

Date:

☐ Check Box once final copy returned to City of Storm Lake

1937-1938

1937-1938

1937-1938



Building Improvements Permit

Permit #: BP18-0162

**INSPECTIONS REQUIRE 24 HOUR ADVANCED NOTICE
CALL 732-8002 TO SCHEDULE APPOINTMENT**

Date: 8/7/2018

Permit expires SIX MONTHS from date of issuance.

1017 Vacant Lot EVERGREEN AVENUE
Address of Property

JOE AUBE

518 CHEROKEE ST

ALTA, IA 51002

Name & Address of Property Owner

305 Alta Vista



Zoning District

FAMDWELLING

Contractor Name

Permit Type

Permission To:

New 49'-4" x 60' single family dwelling. Friesen is the General contractor.

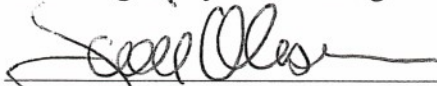
Total Cost of Project: \$170000

Cost of Permit: \$1494.27

☐

I have received the Tax Abatement Form.

The owner agrees to inspections of all installations subject to all pertinent code requirements. Permit not valid unless signed by the Building Official. Permit must be kept on the job site.



Building Official/Code Enforcement Officer

Property Owner or Contractor

THIS PERMIT AUTHORIZES CONSTRUCTION OF IMPROVEMENTS SPECIFIED.

By signing above, the applicant hereby agrees, in consideration of the issuance of this permit, to assume responsibility for and to hold the City harmless in regard to any and all claims of injury or damage arising from the acts or omissions of the applicant or his/her agents while acting under the authority of this permit. The applicant further agrees to comply with the provisions of the Code of the City of Storm Lake, Iowa and 29 CFR Part 1926.650, 651 and 652 as adopted by the Iowa Division of Labor.



City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

For More Information visit:
www.stormlake.org/taxabatement

TAX ABATEMENT APPLICATION FORM

City of Storm Lake, Iowa Urban Revitalization Program is authorized under Iowa Code Chapter 404 and as adopted by the City's Urban Revitalization Program.

Tax exemptions are allowed as follows:

Residential Housing - Maximum five (5) year exemption of 100% on the first \$75,000 of actual value added.

Commercial Property - Maximum three (3) year exemption of 50% on the actual value added.

Multi- Residential - No exemption

NOTE: Minimum 20% increase on actual value required

Need More
Information?
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☐ Prior Approval for Intended Improvements

☒ Approval of Improvements Completed

Property Address: 1021 Evergreen Ave., Storm Lake, IA 50588

Legal
Description:

LOT ONE (1), FRIESEN'S SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA.

Property ID Number (PIN): 1035362001

Owner E-mail: bfriesen9@msm.com

Property Owner Name: Benardo Friesen

Phone Number: 712-299-3744

Owner Address (If different than above) 1124 E. 8th St., Storm Lake, IA 50588

☐ Check Box if there is a tenant on the property who has occupied the dwelling unit for at least 1 year prior to date of adoption of the plan (4-4-2005) AND will be displaced by the proposed improvements.

☐ Check Box if this property is or will be a rental unit

What is the existing use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the PROPOSED use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the nature of the improvements being completed?

☒ New Construction ☐ Addition ☐ General Improvements

Describe
Improvements:

New House

Estimated or Actual Date of Completion: 3-15-19

Estimated or Actual costs of Improvements: \$185,000.00

NOTE: For complete details regarding eligibility & requirements see the Urban Revitalization Plan (4-4-2005) and amendment #1 (2014) and Ordinance.

Tax Abatement is **NOT** allowed in any current or future Urban Renewal Area within the City limits of the City of Storm Lake. Your application for Tax Abatement must be filed with the City of Storm Lake by February 1st of the assessment year for which the exemption is first claimed but in no case not later than two (2) years after the February 1st following the year that the improvements are first assessed for taxation. Your project must be completed so that the first full assessment is not later than January 1, 2024.

Your signature below indicates your understanding of the City of Storm Lake Urban Revitalization Program and authorizes your desire to apply for tax abatement on this property provided that it qualifies under the terms of the program.

Please attach the approved building permit to your application.

Signature: 
Print Name: Benardo Friesen Date: March 11, 2019
Title: Owner Company: Friesen Construction

City of Storm Lake ONLY

Date Received: MARCH 11, 2019

1st Year Fully Assessed:

☐ Check Box if property is **NOT** in an existing Urban Renewal Area

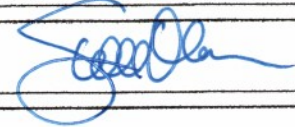
Building Permit #: BP18-0163

☐ For Rental Properties - Verified that property is on rental inspection registration list

☒ Check Box if application is approved

☐ Check Box if application is **NOT** approved

Disapproval Reason:

Authorized by Building Official: 

Date: 10-2-2019

Authorized by Mayor:

Date:

Attested by City Clerk:

Date:

☐ Application Scanned to Laserfiche

Delivered to BV County Assessor on:

By:

City needs to submit application to Buena Vista County Assessor by March 1st annually.

Buena Vista County Assessor ONLY

Present Value of Structure:

Assessed Value with Improvements:

☐ Check Box if property **IS** eligible for Tax Abatement

☐ Check Box if property is **NOT** eligible for Tax Abatement

Assessor Signature:

Date:

☐ Check Box once final copy returned to City of Storm Lake

☐ Check Box If property is eligible for Tax Abatement ☐ Check Box If property is NOT eligible for Tax Abatement		Estimated value of structure \$ _____
Estimated value of improvements \$ _____	Estimated value of improvements \$ _____	Estimated value of improvements \$ _____

Signature of BV County Assessor _____		Date _____
Signature of BV County Assessor _____		Date _____
Signature of BV County Assessor _____		Date _____
Signature of BV County Assessor _____		Date _____
Signature of BV County Assessor _____		Date _____

City of Stearns Lake ONLY Signature of City Assessor _____	Date _____
Signature of City Assessor _____	Date _____

Please attach the approved building permit to this application

You must submit below information with application. If you do not, your application will be rejected. You must also submit the following information with application. If you do not, your application will be rejected.

The information NOT attached to your application will be rejected. If you do not attach the following information, your application will be rejected. The information NOT attached to your application will be rejected. If you do not attach the following information, your application will be rejected.



Building Improvements Permit

Permit #: BP18-0163

**INSPECTIONS REQUIRE 24 HOUR ADVANCED NOTICE
CALL 732-8002 TO SCHEDULE APPOINTMENT**

Date: 8/7/2018

Permit expires SIX MONTHS from date of issuance.

1021 Vacant Lot EVERGREEN AVENUE

Address of Property



JOE AUBE

518 CHEROKEE ST

ALTA, IA 51002

Name & Address of Property Owner

Zoning District

FAMDWELLING

Contractor Name

Permit Type

Permission To:

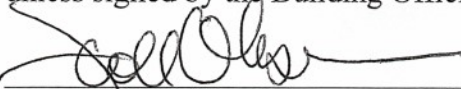
New 50' x 45' single family dwelling. Ben Friesen is the General Contractor.

Total Cost of Project: \$170000

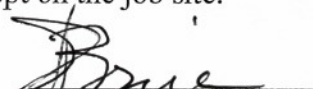
Cost of Permit: \$1494.27

☐ I have received the Tax Abatement Form.

The owner agrees to inspections of all installations subject to all pertinent code requirements. Permit not valid unless signed by the Building Official. Permit must be kept on the job site.



Building Official/Code Enforcement Officer



Property Owner or Contractor

THIS PERMIT AUTHORIZES CONSTRUCTION OF IMPROVEMENTS SPECIFIED.

By signing above, the applicant hereby agrees, in consideration of the issuance of this permit, to assume responsibility for and to hold the City harmless in regard to any and all claims of injury or damage arising from the acts or omissions of the applicant or his/her agents while acting under the authority of this permit. The applicant further agrees to comply with the provisions of the Code of the City of Storm Lake, Iowa and 29 CFR Part 1926.650, 651 and 652 as adopted by the Iowa Division of Labor.

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BY SAMUEL JOHNSON

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TAX ABATEMENT APPLICATION FORM

City of Storm Lake, Iowa Urban Revitalization Program is authorized under Iowa Code Chapter 404 and as adopted by the City's Urban Revitalization Program.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

For More information visit:
www.stormlake.org/taxabatement

Tax exemptions are allowed as follows:

Residential Housing - Maximum five (5) year exemption of 100% on the first \$75,000 of actual value added.

Commercial Property - Maximum three (3) year exemption of 50% on the actual value added.

Multi- Residential - No exemption

NOTE: Minimum 20% increase on actual value required

Need More
Information?
Scan This QR
Code!



☐ Prior Approval for Intended Improvements

☒ Approval of Improvements Completed

Property Address: 204 Oneida St. Storm Lake IA

Legal
Description:

07-43, Storm Lake Corp. Hayes.

Property ID Number (PIN): 1403408017 Owner E-mail: dlovetskiy@yahoo.com

Property Owner Name: Danette & Curtis Haberman Phone Number: 712-730-0266

Owner Address (If different than above)

☐ Check Box if there is a tenant on the property who has occupied the dwelling unit for at least 1 year prior to date of adoption of the plan (4-4-2005) AND will be displaced by the proposed improvements.

☐ Check Box if this property is or will be a rental unit

What is the existing use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the PROPOSED use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the nature of the improvements being completed?

☐ New Construction ☒ Addition ☐ General Improvements

Describe
Improvements:

24'x24' Addition to home

Estimated or Actual Date of Completion: 12-1-18

Estimated or Actual costs of Improvements: 75,000

NOTE: For complete details regarding eligibility & requirements see the Urban Revitalization Plan (4-4-2005) and amendment #1 (2014) and Ordinance.

Tax Abatement is **NOT** allowed in any current or future Urban Renewal Area within the City limits of the City of Storm Lake. Your application for Tax Abatement must be filed with the City of Storm Lake by February 1st of the assessment year for which the exemption is first claimed but in no case not later than two (2) years after the February 1st following the year that the improvements are first assessed for taxation. Your project must be completed so that the first full assessment is not later than January 1, 2024.

Your signature below indicates your understanding of the City of Storm Lake Urban Revitalization Program and authorizes your desire to apply for tax abatement on this property provided that it qualifies under the terms of the program.

Please attach the approved building permit to your application.

Signature:

Danella Maberman

Print Name:

Danella Maberman

Date:

1-20-19

Title:

Company:

City of Storm Lake ONLY

Date Received:

1-20-2019

1st Year Fully Assessed:

☐ Check Box if property is **NOT** in an existing Urban Renewal Area

Building Permit #:

BP-18-0099

☐ For Rental Properties - Verified that property is on rental inspection registration list

☒ Check Box if application is approved

☐ Check Box if application is **NOT** approved

Disapproval Reason:

Authorized by Building Official:

[Signature]

Date:

10-2-2019

Authorized by Mayor:

Date:

Attested by City Clerk:

Date:

☐ Application Scanned to Laserfiche

Delivered to BV County Assessor on :

By:

City needs to submit application to Buena Vista County Assessor by March 1st annually.

Buena Vista County Assessor ONLY

Present Value of Structure:

Assessed Value with Improvements:

☐ Check Box if property **IS** eligible for Tax Abatement

☐ Check Box if property is **NOT** eligible for Tax Abatement

Assessor Signature:

Date:

☐ Check Box once final copy returned to City of Storm Lake



TAX ABATEMENT APPLICATION FORM

City of Storm Lake, Iowa Urban Revitalization Program is authorized under Iowa Code Chapter 404 and as adopted by the City's Urban Revitalization Program.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

For More information visit:
www.stormlake.org/taxabatement

Tax exemptions are allowed as follows:

Residential Housing - Maximum five (5) year exemption of 100% on the first \$75,000 of actual value added.

Commercial Property - Maximum three (3) year exemption of 50% on the actual value added.

Multi- Residential - No exemption

NOTE: Minimum 20% increase on actual value required

Need More
Information?
Scan This QR
Code!



☒ Prior Approval for Intended
Improvements

☐ Approval of Improvements Completed

Property Address:

806 E 5th St

Legal
Description:

02 - 90 - 37 SL CORN HAYES AVE S/D
SW NW PT 120' x 85' IN LOT 1

Property ID Number (PIN):

1402151009

Owner E-mail:

brhabitatforhumanity@gmail.com

Property Owner Name:

Br Habitat for Humanity

Phone Number:

712 299 1182

Owner Address (If different than above)

PO Box 853 SL IA

☐ Check Box if there is a tenant on the property who has occupied the dwelling unit for at least 1 year prior to date of adoption of the plan (4-4-2005) AND will be displaced by the proposed improvements.

☐ Check Box if this property is or will be a rental unit

What is the existing use of the property? (Choose one)

☐ Residential

☐ Commercial

☐ Multi-Residential

☐ Industrial

☒ Vacant

What is the PROPOSED use of the property? (Choose one)

☐ Residential

☐ Commercial

☐ Multi-Residential

☐ Industrial

☐ Vacant

What is the nature of the improvements being completed?

☒ New Construction

☐ Addition

☐ General Improvements

Describe
Improvements:

Duplex with Foundation
(Single Family Attached)

Estimated or Actual Date of Completion:

7/1/2020 2020

Estimated or Actual costs of Improvements:

80000

NOTE: For complete details regarding eligibility & requirements see the Urban Revitalization Plan (4-4-2005) and amendment #1 (2014) and Ordinance.



Building Improvements Permit

Permit #: BP18-0095

Date: 6/20/2018

806 E 5TH STREET

Address of Property

HABITAT FOR HUMANITY

BOX 853

STORM LAKE, IA 50588-0853

Name & Address of Property Owner

Zoning District

FAMDWELLING

Contractor Name

Permit Type

Permission To:

PAID West half of single family attached dwelling. 35' x42'. Habitat for Humanity is the General Contractor, Ray Delp is the Electrician PAID \$1.00 INCODE ON 2-13-2019

Total Cost of Project: \$62303

Cost of Permit: \$1322.19

☐ **I have received the Tax Abatement Form.**

The owner agrees to inspections of all installations subject to all pertinent code requirements. Permit not valid unless signed by the Building Official. Permit must be kept on the job site.

Building Official/Code Enforcement Officer

Property Owner or Contractor

THIS PERMIT AUTHORIZES CONSTRUCTION OF IMPROVEMENTS SPECIFIED.

By signing above, the applicant hereby agrees, in consideration of the issuance of this permit, to assume responsibility for and to hold the City harmless in regard to any and all claims of injury or damage arising from the acts or omissions of the applicant or his/her agents while acting under the authority of this permit. The applicant further agrees to comply with the provisions of the Code of the City of Storm Lake, Iowa and 29 CFR Part 1926.650, 651 and 652 as adopted by the Iowa Division of Labor.

THE UNIVERSITY OF CHICAGO

IN THE DEPARTMENT OF THE HISTORY OF ARTS
AND ARCHITECTURE
OF THE UNIVERSITY OF CHICAGO

CHICAGO, ILLINOIS
JANUARY 1955

THE UNIVERSITY OF CHICAGO
LIBRARY

THE UNIVERSITY OF CHICAGO
LIBRARY
CHICAGO, ILLINOIS

CHICAGO, ILLINOIS

CHICAGO, ILLINOIS
JANUARY 1955

CHICAGO, ILLINOIS

CHICAGO, ILLINOIS
JANUARY 1955

CHICAGO, ILLINOIS

CHICAGO, ILLINOIS

CHICAGO, ILLINOIS

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JANUARY 1955

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CHICAGO, ILLINOIS
JANUARY 1955



TAX ABATEMENT APPLICATION FORM

City of Storm Lake, Iowa Urban Revitalization Program is authorized under Iowa Code Chapter 404 and as adopted by the City's Urban Revitalization Program.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

For More information visit:
www.stormlake.org/taxabatement

Tax exemptions are allowed as follows:

Residential Housing - Maximum five (5) year exemption of 100% on the first \$75,000 of actual value added.

Commercial Property - Maximum three (3) year exemption of 50% on the actual value added.

Multi- Residential - No exemption

NOTE: Minimum 20% increase on actual value required

Need More
Information?
Scan This QR
Code!



☐ Prior Approval for Intended Improvements

☐ Approval of Improvements Completed

Property Address:

810 E 5th

Legal Description:

02-90-37 SL CORN HAY & SAW S/D
SW NW PT 120' X 85' in lot 1

Property ID Number (PIN):

1402151029

Owner E-mail:

brhabitatforhumanity@gmail

Property Owner Name:

BV Habitat for Humanity

Phone Number:

712-294-1182

Owner Address (If different than above)

PO BOX 853 SL IA

☐ Check Box if there is a tenant on the property who has occupied the dwelling unit for at least 1 year prior to date of adoption of the plan (4-4-2005) AND will be displaced by the proposed improvements.

☐ Check Box if this property is or will be a rental unit

What is the existing use of the property? (Choose one)

☐ Residential

☐ Commercial

☐ Multi-Residential

☐ Industrial

☒ Vacant

What is the PROPOSED use of the property? (Choose one)

☐ Residential

☐ Commercial

☐ Multi-Residential

☐ Industrial

☐ Vacant

What is the nature of the improvements being completed?

☒ New Construction

☐ Addition

☐ General Improvements

Describe Improvements:

Duplex with Foundation
(Single family Attached)

Estimated or Actual Date of Completion:

7/1/2020

Estimated or Actual costs of Improvements:

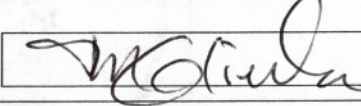
80,000

NOTE: For complete details regarding eligibility & requirements see the Urban Revitalization Plan (4-4-2005) and amendment #1 (2014) and Ordinance.

Tax Abatement is **NOT** allowed in any current or future Urban Renewal Area within the City limits of the City of Storm Lake. Your application for Tax Abatement must be filed with the City of Storm Lake by February 1st of the assessment year for which the exemption is first claimed but in no case not later than two (2) years after the February 1st following the year that the improvements are first assessed for taxation. Your project must be completed so that the first full assessment is not later than January 1, 2024.

Your signature below indicates your understanding of the City of Storm Lake Urban Revitalization Program and authorizes your desire to apply for tax abatement on this property provided that it qualifies under the terms of the program.

Please attach the approved building permit to your application.

Signature: 

Print Name: Tami Moffitt Glienke Date: 8/13/2019

Title: Ex. Director Company: BV Habitat For Humanity

City of Storm Lake ONLY

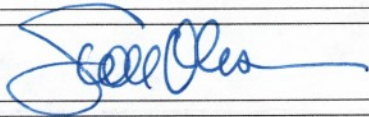
Date Received: to 2-20-8-13-2019 1st Year Fully Assessed:

☐ Check Box if property is **NOT** in an existing Urban Renewal Area

Building Permit #: ☐ For Rental Properties - Verified that property is on rental inspection registration list

☒ Check Box if application is approved ☐ Check Box if application is **NOT** approved

Disapproval Reason:

Authorized by Building Official:  Date: 10-2-2019

Authorized by Mayor: Date:

Attested by City Clerk: Date:

☐ Application Scanned to Laserfiche

Delivered to BV County Assessor on : By:

City needs to submit application to Buena Vista County Assessor by March 1st annually.

Buena Vista County Assessor ONLY

Present Value of Structure:

Assessed Value with Improvements: ☐ Check Box if property **IS** eligible for Tax Abatement

☐ Check Box if property is **NOT** eligible for Tax Abatement

Assessor Signature: Date:

☐ Check Box once final copy returned to City of Storm Lake



Building Improvements Permit

Permit #: BP18-0096

Date: 6/20/2018

810 E 5TH STREET

Address of Property

HABITAT FOR HUMANITY

BOX 853

STORM LAKE, IA 50588-0853

Name & Address of Property Owner

Zoning District

FAMDWELLING

Contractor Name

Permit Type

Permission To:

PAID East half of single family attached dwelling. 35' x 42'. Habitat for Humanity is the General Contractor, Ray Delp is the Electrician. PAID \$ 1.00 INCODE ON 2-13-2019

Total Cost of Project: \$62303

Cost of Permit: \$1242.19

☐ **I have received the Tax Abatement Form.**

The owner agrees to inspections of all installations subject to all pertinent code requirements. Permit not valid unless signed by the Building Official. Permit must be kept on the job site.

Building Official/Code Enforcement Officer

Property Owner or Contractor

THIS PERMIT AUTHORIZES CONSTRUCTION OF IMPROVEMENTS SPECIFIED.

By signing above, the applicant hereby agrees, in consideration of the issuance of this permit, to assume responsibility for and to hold the City harmless in regard to any and all claims of injury or damage arising from the acts or omissions of the applicant or his/her agents while acting under the authority of this permit. The applicant further agrees to comply with the provisions of the Code of the City of Storm Lake, Iowa and 29 CFR Part 1926.650, 651 and 652 as adopted by the Iowa Division of Labor.

1. Introduction

The purpose of this study is to investigate the effects of various factors on the performance of a system. The study is organized as follows: Section 2 describes the system and the factors being investigated. Section 3 presents the experimental design and the results of the experiments. Section 4 discusses the implications of the results and provides conclusions.

2. System Description

The system under investigation is a complex system consisting of several components. The components are interconnected and their performance is affected by various factors. The factors being investigated are listed in Table 1.

3. Experimental Design

The experiments were designed to investigate the effects of the factors on the performance of the system. The factors were varied independently and the performance was measured for each combination of factors.

The results of the experiments are presented in Table 2. The table shows the performance of the system for each combination of factors. The performance is measured in terms of the system's output and the time taken to produce the output.

4. Results and Discussion

The results of the experiments show that the performance of the system is affected by the factors being investigated. The performance is generally higher for the combinations of factors that are listed in Table 2.

The results also show that the performance of the system is affected by the interactions between the factors. The interactions are discussed in detail in the following sections.

The results of the experiments provide valuable information about the performance of the system. The information can be used to optimize the system's performance and to identify the factors that have the most significant impact on the performance.

The results of the experiments also provide a basis for further research. Further research can be conducted to investigate the effects of other factors on the performance of the system.

The results of the experiments show that the performance of the system is affected by the factors being investigated. The performance is generally higher for the combinations of factors that are listed in Table 2. The results also show that the performance of the system is affected by the interactions between the factors. The interactions are discussed in detail in the following sections. The results of the experiments provide valuable information about the performance of the system. The information can be used to optimize the system's performance and to identify the factors that have the most significant impact on the performance. The results of the experiments also provide a basis for further research. Further research can be conducted to investigate the effects of other factors on the performance of the system.

Applicant License Application (LE0002791)

Name of Applicant: <u>Central Mart llc</u>		
Name of Business (DBA): <u>Als Liquor</u>		
Address of Premises: <u>215 W Milwaukee ave</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business	<u>(712) 299-0838</u>	
Mailing	<u>143 south cove dr</u>	
City <u>storm lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name	<u>inder singh</u>		
Phone:	<u>(712) 299-0838</u>	Email	<u>centralmartllc@gmail.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 10/10/2019

Expiration Date: 10/09/2020

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

inderjit singh

First Name:	<u>inderjit</u>	Last Name:	<u>singh</u>	
City:	<u>storm lake</u>	State:	<u>iowa</u>	Zip: <u>50588</u>
Position:	<u>7122990838</u>			
% of Ownership:	<u>100.00%</u>	U.S. Citizen:	<u>Yes</u>	

Insurance Company Information

Insurance Company:	<u>Amco Insurance Company</u>		
Policy Effective Date:	<u>10/10/2019</u>	Policy Expiration	<u>01/01/1900</u>
Bond Effective	<u>2</u>	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: MARK PROSSER

DATE: September 16, 2019

REFERENCE: LIQUOR LICENSE RENEWAL
AL'S LIQUOR
215 W MILWAUKEE AVE

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

	8-31-2017 to 8-06-2018	8-7-2018 to 9-13-2019
INCIDENTS		
Accident	1	7
Animal Call	1	1
Burglar Alarm	15	9
Business Assist	0	1
Business Security	58	69
Drug Investigation	1	0
Fight	1	0
Forgery	0	1
Insufficient Funds Checks	4	1
Intoxicated Driver	1	1
Keys Locked In Car	1	0
Lost Child	1	0
Motorist Assist	0	1
PR/Talk/Presentation	6	7
Station Assignment	0	1
Street Beat	1	0
Suspicious Activity	1	0
Suspicious Person	0	1
Theft	0	2
Vehicle Stop	25	39

ARRESTS

Assault	1	0
Public Intoxication	1	0

Recommendation: Approval of liquor license.

Staff Summary

10/7/2019

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
BVC	\$ 1,175.15
Contract/Agreement	\$ 141,516.10
Local	\$ 119,727.09
Non- Local	\$ 279,687.17
Payroll/Refunds/Insurance	\$ 108,119.77
Total Expenses	\$ 650,225.28
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
 List of Bills	List of Bills
 Project Activity Report	Backup Material



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 09/19/2019 - 10/09/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Control Systems Specialists, LLC	BVC	Service Call on LS & Pumps	414.83
ProElect/ Professional Electronics	BVC	Fire Alarm Inspection	331.40
Buena Vista County Solid Waste	BVC	Recycling	164.32
Buena Vista County Extension	BVC	2019 Pest Control Opertor Reg- Ripke	60.00
Buena Vista County Solid Waste	BVC	Recycling	54.60
Buena Vista County Extension	BVC	2019 Ornamental & Turfgrass App- Ripke	140.00
Buena Vista County Solid Waste	BVC	Recycling	10.00
		BVC Total:	1,175.15
Contract/Agreement			
United Community Health Center	Contract/Agreement	Reimbursement #1 of 2019 CDBG	66,777.00
Grundman-Hicks, LLC	Contract/Agreement	Pay Request #3 of Casino Beach LS Repairs	57,765.70
Emmons & Olivier Resources, Inc	Contract/Agreement	Design Services through 8/31/2019	10,481.40
Storm Lake Public Library Gallery Guild Inc	Contract/Agreement	2nd Qtr FY2020 Outside Agency Funding	3,250.00
Grundman-Hicks, LLC	Contract/Agreement	Remove & Reinstall Motor	1,850.00
I & S Group, Inc	Contract/Agreement	Tower Elevation Study	800.00
Emmons & Olivier Resources, Inc	Contract/Agreement	Design Services through 8/31/2019	449.75
I & S Group, Inc	Contract/Agreement	WW & LS Engineering Services	142.25
		Contract/Agreement Total:	141,516.10
Local			
MidAmerican Energy Company	Local	Electric Services	65,375.49
Stille Pierce & Pertzborn	Local	Annual Airport Liab Insurance	14,579.00
Storm Lake Industrial Corporation	Local	2nd Installment FY2020	8,666.66
Jim Bartholomew	Local	August 2019 Airport Contract	10,903.88
Smith Concrete Service Inc	Local	Concrete	4,295.00
Long Lines	Local	Phone Service	2,138.69
A & A Automotive	Local	AC Unit Replacement	1,366.49
Thomas John Flanigan	Local	Casino Beach Seeding	1,309.00
Deere Credit, Inc	Local	Service of Loader	1,269.86
Buena Vista Regional Medical Center	Local	7/26/2019 Iehl Physical	990.00
King's Pointe Resort	Local	9/26/2019 Conference	805.32
Bomgaars Supply, Inc	Local	Supplies	787.92
Larson Oil & Distributing Co, Inc	Local	Propane	763.00
Buena Vista Regional Medical Center	Local	7/23/2019 Tieskotter Physical	615.00
Arnold Motor Supply, LLP	Local	Supplies	501.04
Buena Vista Regional Medical Center	Local	8/5/2019 Tieskotter Physical	462.00
WalMart #01-1526	Local	Supplies	367.51
Reding's Gravel & Excavating Co., Inc	Local	September 2019 Scale Fees	333.00
Wiese Plumbing & Heating, Inc	Local	Flush Tank on Womens Restroom	329.50
Plumbing & Heating Wholesale, Inc	Local	Hydrant & Supplies to Casino LS	310.65
Qwest Corporation	Local	Phone Service	259.73
Rasmussen's Ford Inc	Local	Window Track	189.54
Graham Tire	Local	New Tire	178.00
Vetter Equipment	Local	Ingintion	322.20
Michael Rust	Local	Muck Boots- Eaton	149.95
Kelly Johnson	Local	September 2019 Punches	144.00
Graham Tire	Local	New Tire	141.14
L & G Products, Inc	Local	Herbicide	140.00
Stille Pierce & Pertzborn	Local	KP Audit Fees	130.29
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	129.49
Qwest Corporation	Local	September 2019 Phone Service	120.73
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	115.88
Fastenal Company	Local	Supplies	113.56
Buena Vista Regional Medical Center	Local	9/15/2019 Coffee with a Cop	102.25

My Buy Local_v1

Payment Date Range: 09/19/2019 - 10/09/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Supplies	97.70
Vetter Equipment	Local	Fittings & Supplies	95.11
Stanton Electric, Inc	Local	Pager Pouches	93.36
Builders FirstSource Inc	Local	Hinges	86.52
Stille Pierce & Pertzborn	Local	Add New Tractor	85.00
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Seals	81.84
O'Reilly Automotive Inc	Local	Light Bulbs	79.68
Buena Vista Regional Medical Center	Local	8/9/2019 Christiansen Testing	71.00
The Storm Lake Times	Local	FY2020 Subscription- CH	69.95
Vetter Equipment	Local	Supplies	116.48
Rebnord Technologies, Inc	Local	Fire Alarm Panel Battery Replacement	50.00
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Pipe	49.96
Plumbing & Heating Wholesale, Inc	Local	Pipe	45.39
Vetter Equipment	Local	Fittings & Supplies	44.53
Storm Lake Bakery	Local	Supplies	43.20
Iowa Office Supply Inc	Local	Office Supplies	41.16
Fastenal Company	Local	Supplies	40.44
Lakeshore Canvas & Leather	Local	Velcro Repairs	40.00
O'Reilly Automotive Inc	Local	Valve	39.95
Citizens First National Bank	Local	9/13/2019 Medallion Services	35.00
Plumbing & Heating Wholesale, Inc	Local	Supplies	27.93
North Lake Truck Repair	Local	Valve Press	15.51
Michael P. Reinert	Local	Pillars	7.70
Mangold Environmental Testing, Inc	Local	Shipping Services	6.80
Fastenal Company	Local	Supplies	6.22
Hy-Vee, Inc	Local	Supplies	3.99
Plumbing & Heating Wholesale, Inc	Local	Pipe Returned	-20.15
Vetter Equipment	Local	Supplies Returned	-32.95

Local Total: 119,727.09

Non-Local

Piper Jaffray & Co	Non-Local	9/10/2019 Water & Sewer Placement Agent S	67,670.00
Municipal Supply, Inc	Non-Local	Meters	46,800.00
Muni Fire/Police Retire	Non-Local	MFPRSI withholdings	14,396.45
EFTPS	Non-Local	Federal withholding taxes	12,109.92
Iowa Public Employees	Non-Local	IPERS withholdings	11,560.82
Petersen Manufacturing	Non-Local	Trash Cans	11,180.00
EFTPS	Non-Local	Federal withholding taxes	10,555.74
Hallett Materials	Non-Local	Cold Mix	7,776.70
Mississippi Lime Company	Non-Local	Lime	5,591.77
Treasurer State of Iowa	Non-Local	State withholding taxes	5,590.21
Mississippi Lime Company	Non-Local	Lime	16,308.77
C.P. Environmental, Inc	Non-Local	Change Filters in Dust Collectors	4,900.00
Lorenz and Jones Marine	Non-Local	De-Icing Aerators	4,453.02
EFTPS	Non-Local	Federal withholding taxes	3,918.20
Mitchell Nasers	Non-Local	Lime Hauling Services through 9/24/2019	3,878.28
Aaron Davis Presentations, Inc	Non-Local	10/8/2019 Speaker	3,696.20
LES Industries Fournier Inc	Non-Local	Emergency Technician Services	3,310.00
C.P. Environmental, Inc	Non-Local	Filter Bag & Springs	3,238.50
Vogel Traffic Services, Inc	Non-Local	Pavement Markings	2,925.00
Sioux City Foundry Company	Non-Local	Plow Blades	4,550.25
Tyler Technologies, Inc	Non-Local	Online Component Annual Fee through 10/31,	3,795.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,739.80
Rice Signs LLC	Non-Local	Signs	1,738.64
Qualified Presort Service, LLC	Non-Local	Monthly Statements	1,566.94
Mitchell Nasers	Non-Local	Lime Hauling Services	1,281.99
Praxair Inc	Non-Local	Carbon Dioxide	1,276.54
Seneca Companies, Inc	Non-Local	Tank Monitor System Repairs	1,170.85
Davis Equipment Corporation	Non-Local	Controller	1,096.02
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	1,063.01
Muni Fire/Police Retire	Non-Local	MFPRSI withholdings	1,034.70

My Buy Local_v1
Payment Date Range: 09/19/2019 - 10/09/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,017.00
Hupp Electric Motors	Non-Local	2019 Annual Hoist Inpsection	965.00
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	952.99
Ed M. Feld Equipment Company, Inc	Non-Local	Shield Light	925.98
Sioux City Foundry Company	Non-Local	Plow Blades	881.00
Hach Company	Non-Local	Cleaning Module	871.94
Iowa Law Enforcement Academy	Non-Local	Firearms Instructor School- Svendsen	864.00
US Peroxide, LLC	Non-Local	Facility & Maintenance Agreement	750.00
Ed M. Feld Equipment Company, Inc	Non-Local	Gloves	614.00
Petersen Manufacturing	Non-Local	Concrete Benches	1,041.15
Qualified Presort Service, LLC	Non-Local	ACH Statements	473.09
R & R Products, Inc	Non-Local	Hyd Gear Motor & Supplies	467.81
Polk County Sheriff	Non-Local	Garnishment	453.98
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	408.46
W. W. Grainger, Inc	Non-Local	Bulletin Board & Rain Jackets	407.08
Iowa Public Employees	Non-Local	IPERS withholdings	385.09
Collection Services Center	Non-Local	Child Support payments	374.76
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	367.00
Hach Company	Non-Local	Test Vials	358.14
EFTPS	Non-Local	Federal withholding taxes	353.26
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	349.92
Med-Tech Resources, Inc	Non-Local	Gloves	326.14
Island Sprinkler Supply Company	Non-Local	Sprinkler System Supplies	319.16
The Des Moines Register	Non-Local	FY2020 Subscription- PD	317.03
Prime Media Acquisition Corp	Non-Local	Bags	314.08
Rice Signs LLC	Non-Local	Signs	311.50
American Future Systems, Inc	Non-Local	FY2020 Subscription	299.00
EFTPS	Non-Local	Federal withholding taxes	293.86
Iowa Public Employees	Non-Local	IPERS withholdings	277.52
American Water Works Assiciation- Iowa S	Non-Local	Fall 2019 Conference Registration- Stewart	260.00
IA Section AWWA Region 3	Non-Local	Fall 2019 Conference Registration	250.00
Mass Mutual	Non-Local	457 plan withholding	250.00
Pitney Bowes	Non-Local	Postage Machine Agreement	249.99
Davis Equipment Corporation	Non-Local	Caster Wheel	246.95
Qualified Presort Service, LLC	Non-Local	City Tidbits	216.83
Digital Ally Inc	Non-Local	Button Replacement	210.00
Midwest Breathing Air, LLC	Non-Local	Quarterly Air Test	208.50
Mass Mutual	Non-Local	457 plan withholding	200.00
Dale Vitito	Non-Local	Uniforms	187.39
EFTPS	Non-Local	Federal withholding taxes	182.74
Breanna Platt	Non-Local	9/27/2019 Training- Waterloo	166.86
North Iowa K-9	Non-Local	FY2020 Recertification Training	150.00
Ahlers & Cooney, P.C.	Non-Local	Legal Services	120.00
Treasurer State of Iowa	Non-Local	State withholding taxes	116.74
Underground Location Company	Non-Local	Locate Services	111.90
Treasurer State of Iowa	Non-Local	State withholding taxes	108.53
ABC Pest Control, Inc	Non-Local	Pest Control Services	100.00
Iowa Lakes Regional Water	Non-Local	August 2019 Water Service	98.29
W. W. Grainger, Inc	Non-Local	Light Bulbs	98.10
Iowa Dept of Natual Resources	Non-Local	FY2020 Water Use Fee	95.00
EFTPS	Non-Local	Federal withholding taxes	85.94
Davis Equipment Corporation	Non-Local	Switch	85.09
Northwest Iowa League of Cities	Non-Local	FY2020 Membership	75.00
EFTPS	Non-Local	Federal withholding taxes	68.72
Dale Vitito	Non-Local	Uniform	131.78
Evertex, Inc	Non-Local	November 2019 Internet Service	62.07
Salus LLC	Non-Local	September 2019 Memberships	60.00
Pitney Bowes, Inc	Non-Local	Postage	57.56
IA Section AWWA Region 3	Non-Local	2019 Conference Registration- Oehler	100.00
Northwest Iowa League of Cities	Non-Local	9/19/2019 Meeting	45.00
Utility Supply of America, Inc	Non-Local	Gasket	43.25

My Buy Local_v1

Payment Date Range: 09/19/2019 - 10/09/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Secretary of State	Non-Local	Notary- Eickholt	30.00
UPS	Non-Local	Shipping Services	18.37
EFTPS	Non-Local	Federal withholding taxes	5.26
Treasurer State of Iowa	Non-Local	State withholding taxes	1.39
EFTPS	Non-Local	Federal withholding taxes	0.74
Muni Fire/Police Retire	Non-Local	MFPRSI withholdings	-724.08
	Non-Local Total:	279,687.17	
Payroll/Refunds			
City of Storm Lake	Payroll/Refunds	Flex withholdings	1,724.38
AFLAC	Payroll/Refunds	Aflac withholdings	509.27
Elizabeth Huff	Payroll/Refunds	IPTV Training- Boston- Huff	432.55
Gone Fishin'	Payroll/Refunds	UB Refund Check- Reissue #72646	160.00
Koua & Vong Yang	Payroll/Refunds	Reissue Refund #72928	118.93
City of Storm Lake	Payroll/Refunds	Flex Dependent care withholdings	230.76
Kimberly Sue Wendel	Payroll/Refunds	Reissue UB Refund Check #73339	108.84
Custodian of Petty Cash- Jean Cashman	Payroll/Refunds	Postage Reimbursement	102.45
Michael Porsch	Payroll/Refunds	8/14/2019 Travel- Iowa Lakes Corridor	87.00
AFLAC	Payroll/Refunds	Aflac withholdings	54.45
	Payroll/Refunds Total:	3,528.63	
	Grand Total:	545,634.14	



Storm Lake, IA

Project Activity Report

By Project Number

Report Dates: 09/19/2019 - 10/09/2019

Project Number 01112-0019	Project Name WasteWater Treatment Facility Wetlands	Group National Resiliency Disaster Grant Projects	Type Federal/State Grant	Status Active	
Expenses					
Account Key 62100001-02	Account Name WWTP Engineering	Category Engineering - Engineering			Total Activity 449.75
GL Account Number 621-8065-09-6499	GL Account Name Contractual Services	Post Date 10/07/2019	Description Design Services through 8/31/2019	Vendor Name Emmons & Olivier Resources, Inc	Item Number 001112-0019-33 Activity 449.75
				October Total:	449.75
				01112-0019 Total:	449.75
Project Number 01112-0021	Project Name 4th & Oats StormWater Improvements	Group National Resiliency Disaster Grant Projects	Type Federal/State Grant	Status Active	
Expenses					
Account Key 62100003-02	Account Name 4th & Oats Engineering	Category Engineering - Engineering			Total Activity 10,481.40
GL Account Number 621-8065-09-6499	GL Account Name Contractual Services	Post Date 10/07/2019	Description Design Services through 8/31/2019	Vendor Name Emmons & Olivier Resources, Inc	Item Number 001112-0021-30 Activity 10,481.40
				October Total:	10,481.40
				01112-0021 Total:	10,481.40
Project Number 18-CF-004	Project Name United Community Health Service Center	Group Economic Development	Type Grant	Status Active	
Expenses					
Account Key 30100005-01	Account Name UCHC Service Center- Construction	Category Construction - Project Construction			Total Activity 66,777.00
GL Account Number 301-6900-08-6799	GL Account Name Undesignated Capital	Post Date 10/07/2019	Description Reimbursement #1 of 2019 CDBG	Vendor Name United Community Health Center	Item Number Reimbursement #1 20... Activity 66,777.00
				October Total:	66,777.00
				18-CF-004 Total:	66,777.00
Project Number A21.117315	Project Name Casino Lift Station Odor Control Improvements	Group Sanitary Sewer Projects	Type Construction	Status Active	
Expenses					
Account Key 61100001-01	Account Name Casino LS Odor Control- Construction	Category Construction - Project Construction			Total Activity 57,765.70
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number Activity

Project Activity Report

Report Dates: 09/19/2019 - 10/09/2019

GL Account Number
[610-8016-09-6727](#)

GL Account Name
Capital Improvements Equipm... 10/07/2019

Description
Pay Request #3 of Casino Beach LS Repairs

Vendor Name
Grundman-Hicks, LLC

Item Number	Activity
Pay#3 Casino LS	57,765.70
October Total:	57,765.70
A21.117315 Total:	57,765.70

Summary

Project Summary

Project Number	Project Name	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
01112-0019	WasteWater Treatment Facility Wetla	0.00	449.75	-449.75
01112-0021	4th & Oats StormWater Improvement	0.00	10,481.40	-10,481.40
18-CF-004	United Community Health Service Cen	0.00	66,777.00	-66,777.00
A21.117315	Casino Lift Station Ordor Control Impr	0.00	57,765.70	-57,765.70
Project Totals:		0.00	135,473.85	-135,473.85

Group Summary

Group	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
Economic Development	0.00	66,777.00	-66,777.00
National Resiliency Disaster Grant Projects	0.00	10,931.15	-10,931.15
Sanitary Sewer Projects	0.00	57,765.70	-57,765.70
Group Totals:	0.00	135,473.85	-135,473.85

Type Summary

Type	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
Construction	0.00	57,765.70	-57,765.70
Federal/State Grant	0.00	10,931.15	-10,931.15
Grant	0.00	66,777.00	-66,777.00
Type Totals:	0.00	135,473.85	-135,473.85

Staff Summary

10/7/2019

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: Mark Prosser, Public Safety Director

SUBJECT: **Motion Authorizing a Civil Service Patrol Officer Eligibility List**

BACKGROUND: On 5-1-2019 the Civil Service Commission authorized testing to create a patrol officer eligibility list.

On 9-7-2019 the testing was conducted and completed.

On 9-30-2019 the civil service commission certified the attached eligibility list.

The eligibility list is now submitted for city council approval.

FISCAL IMPACT: None

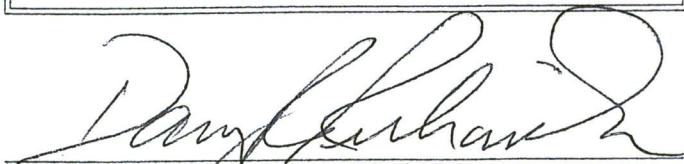
RECOMMENDATION: Pass Motion

ATTACHMENTS:

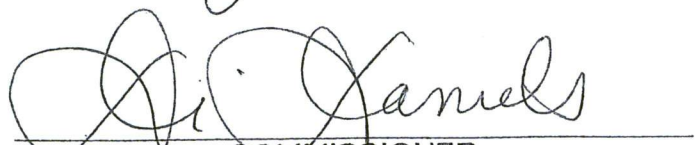
Description	Type
Resolution	Resolution

ELIGIBILITY LIST

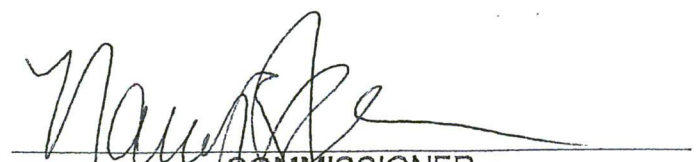
NAME	ID #
Dolce Escalona	#2
Mitchell Fritz	#4


COMMISSIONER

Commission Certified
9-30-2019


COMMISSIONER

Council Approved
10-7-2019


COMMISSIONER

Expires
10-7-2020

9-30-2019

DATE

Staff Summary

10/7/2019

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: Scott Olesen, Building Official

SUBJECT: **Motion to Approve Applications For Tax Abatement
On Residential and Commercial Properties**

BACKGROUND: Owners of property within the corporate limits of Storm Lake which have built new buildings or have remodeled existing structures, **and are not located in an Urban Renewal Area**, may apply for a property tax abatement.

Owners of residential property may apply for an abatement of 100% of the first \$75,000 of actual value added for a period of five (5) years. Owners of commercial properties may apply for an abatement of 50% on the actual value added for a period of three years.

The amount of increase in value is determined by the Buena Vista County Assessors Office, which will ultimately decide if the property will be eligible for an abatement and how much abatement will be provided.

Applications for tax abatements must be received by the City no later than February 1st and the City must deliver the approved applications to the County Assessors Office no later than March 1st. Applications outside of these dates will still be accepted, but the timing of the abatement will be different than those applications received in the required submittal dates.

There are six residential and one commercial abatement requests included in this Consent Agenda item requesting tax abatements. They are located at the following addresses: 1004 Evergreen (new home), 204 Oneida Street (remodel home), 1017 Evergreen (new home), 1021 Evergreen (new home), 806 East Fifth Street (new home), 810 East Fifth Street (new home), and 1507 East Fourth Street (Commercial addition)

The attached applications for tax abatement are not located in an Urban Renewal Area, so they are eligible to apply for a residential or Commercial tax abatement. The applications, if approved by Council, will be forwarded to the Buena Vista County Assessors Office. If approved by the Assessors Office, the properties will receive tax abatements.

FISCAL IMPACT:

If approved by the Storm Lake City Council and the Buena Vista County Assessors Office, the combined estimated tax abatement for the five new single family dwellings over five years would be \$41,625. The amount of abatement available for the residential and commercial additions is subject to the actual value added to the properties, which will not be known until the properties have been reassessed by Buena Vista County.

RECOMMENDATION:

Review and approve the applications for tax abatement under the urban revitalization plan for the properties located at 1004, 1017, and 1021 Evergreen, 204 Oneida Street, and 806 and 810 East Fifth Street, and 1507 East Fourth Street.

ATTACHMENTS:

Description		Type
	Applications	Application



TAX ABATEMENT APPLICATION FORM

City of Storm Lake, Iowa Urban Revitalization Program is authorized under Iowa Code Chapter 404 and as adopted by the City's Urban Revitalization Program.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

For More information visit:
www.stormlake.org/taxabatement

Tax exemptions are allowed as follows:

Residential Housing - Maximum five (5) year exemption of 100% on the first \$75,000 of actual value added.

Commercial Property - Maximum three (3) year exemption of 50% on the actual value added.

Multi- Residential - No exemption

NOTE: Minimum 20% increase on actual value required

Need More
Information?
Scan This QR
Code!



☐ Prior Approval for Intended Improvements

☒ Approval of Improvements Completed

Property Address:

1507 E 4th

Legal
Description:

02-90-37 Storm Lake Corp Hayes E 150.8' of W 832.8' N of
4th St & S of RR

Property ID Number (PIN):

1402176007

Owner E-mail:

pete@efficient-construction.com

Property Owner Name:

Peter Bodholdt

Phone Number:

712-213-4827

Owner Address (If different than above)

PO Box 307, Storm Lake, IA 50588

☐ Check Box if there is a tenant on the property who has occupied the dwelling unit for at least 1 year prior to date of adoption of the plan (4-4-2005) AND will be displaced by the proposed improvements.

☐ Check Box if this property is or will be a rental unit

What is the existing use of the property? (Choose one)

☐ Residential

☒ Commercial

☐ Multi-Residential

☐ Industrial

☐ Vacant

What is the PROPOSED use of the property? (Choose one)

☐ Residential

☒ Commercial

☐ Multi-Residential

☐ Industrial

☐ Vacant

What is the nature of the improvements being completed?

☒ New Construction

☐ Addition

☐ General Improvements

Describe
Improvements:

New 42' x 104' addition to shop

Estimated or Actual Date of Completion:

October 1, 2018

Estimated or Actual costs of Improvements:

\$ 195,000

NOTE: For complete details regarding eligibility & requirements see the Urban Revitalization Plan (4-4-2005) and amendment #1 (2014) and Ordinance.

Tax Abatement is **NOT** allowed in any current or future Urban Renewal Area within the City limits of the City of Storm Lake. Your application for Tax Abatement must be filed with the City of Storm Lake by February 1st of the assessment year for which the exemption is first claimed but in no case not later than two (2) years after the February 1st following the year that the improvements are first assessed for taxation. Your project must be completed so that the first full assessment is not later than January 1, 2024.

Your signature below indicates your understanding of the City of Storm Lake Urban Revitalization Program and authorizes your desire to apply for tax abatement on this property provided that it qualifies under the terms of the program.

Please attach the approved building permit to your application.

Signature:

Peter Bodholdt

Print Name:

Peter Bodholdt

Date:

11/2/18

Title:

Owner

Company:

Efficient Construction, LLC

City of Storm Lake ONLY

Date Received:

11-2-18

1st Year Fully Assessed:

☐ Check Box if property is **NOT** in an existing Urban Renewal Area

Building Permit #:

BP-18-0098

☐ For Rental Properties - Verified that property is on rental inspection registration list

☒ Check Box if application is approved

☐ Check Box if application is **NOT** approved

Disapproval Reason:

Authorized by Building Official:

[Signature]

Date:

Authorized by Mayor:

Date:

Attested by City Clerk:

Date:

☐ Application Scanned to Laserfiche

Delivered to BV County Assessor on :

By:

City needs to submit application to Buena Vista County Assessor by March 1st annually.

Buena Vista County Assessor ONLY

Present Value of Structure:

Assessed Value with Improvements:

☐ Check Box if property **IS** eligible for Tax Abatement

☐ Check Box if property is **NOT** eligible for Tax Abatement

Assessor Signature:

Date:

☐ Check Box once final copy returned to City of Storm Lake

**RECEIVED**6-4-19**TAX ABATEMENT APPLICATION FORM**

City of Storm Lake, Iowa Urban Revitalization Program is authorized under Iowa Code Chapter 404 and as adopted by the City's Urban Revitalization Program.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

For More information visit:
www.stormlake.org/taxabatement

Tax exemptions are allowed as follows:

Residential Housing - Maximum five (5) year exemption of 100% on the first \$75,000 of actual value added.

Commercial Property - Maximum three (3) year exemption of 50% on the actual value added.

Multi- Residential - No exemption

NOTE: Minimum 20% increase on actual value required

Need More
Information?
Scan This QR
Code!



☐ Prior Approval for Intended
Improvements

☐ Approval of Improvements Completed

Property Address: **1004 Evergreen Ave., Storm Lake, IA 50588**

Legal
Description:

LOT EIGHT (8), FRIESEN'S SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA.

Property ID Number (PIN): **1035362008**

Owner E-mail: **bfriesen9@msm.com**

Property Owner Name: **Bernardo Friesen**

Phone Number: **712-299-3744**

Owner Address (If different than above) **1124 E. 8th St., Storm Lake, IA 50588**

☐ Check Box if there is a tenant on the property who has occupied the dwelling unit for at least 1 year prior to date of adoption of the plan (4-4-2005) AND will be displaced by the proposed improvements.

☐ Check Box if this property is or will be a rental unit

What is the existing use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the PROPOSED use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the nature of the improvements being completed?

☒ New Construction ☐ Addition ☐ General Improvements

Describe
Improvements:

New Build

Estimated or Actual Date of Completion: **6-3-19**

Estimated or Actual costs of Improvements: **150,000.**

NOTE: For complete details regarding eligibility & requirements see the Urban Revitalization Plan (4-4-2005) and amendment #1 (2014) and Ordinance.

RECEIVED



TAX ABATEMENT APPLICATION FORM



1. Name of the property owner: [Blank]
2. Address of the property: [Blank]
3. City and State: [Blank]
4. Zip Code: [Blank]
5. Phone Number: [Blank]
6. Email Address: [Blank]
7. Date of Application: [Blank]

8. Description of the property: [Blank]
9. Reason for requesting the abatement: [Blank]
10. Signature of the property owner: [Blank]
11. Date of signature: [Blank]

12. I hereby certify that the information provided is true and correct to the best of my knowledge.
13. Signature of the property owner: [Blank]
14. Date of signature: [Blank]

15. I hereby certify that the information provided is true and correct to the best of my knowledge.
16. Signature of the property owner: [Blank]
17. Date of signature: [Blank]

18. I hereby certify that the information provided is true and correct to the best of my knowledge.
19. Signature of the property owner: [Blank]
20. Date of signature: [Blank]

21. I hereby certify that the information provided is true and correct to the best of my knowledge.
22. Signature of the property owner: [Blank]
23. Date of signature: [Blank]

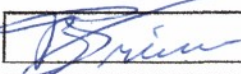
24. I hereby certify that the information provided is true and correct to the best of my knowledge.
25. Signature of the property owner: [Blank]
26. Date of signature: [Blank]

27. I hereby certify that the information provided is true and correct to the best of my knowledge.
28. Signature of the property owner: [Blank]
29. Date of signature: [Blank]

Tax Abatement is **NOT** allowed in any current or future Urban Renewal Area within the City limits of the City of Storm Lake. Your application for Tax Abatement must be filed with the City of Storm Lake by February 1st of the assessment year for which the exemption is first claimed but in no case not later than two (2) years after the February 1st following the year that the improvements are first assessed for taxation. Your project must be completed so that the first full assessment is not later than January 1, 2024.

Your signature below indicates your understanding of the City of Storm Lake Urban Revitalization Program and authorizes your desire to apply for tax abatement on this property provided that it qualifies under the terms of the program.

Please attach the approved building permit to your application.

Signature: 

Print Name: Date:

Title: Company:

City of Storm Lake ONLY

Date Received: 1st Year Fully Assessed:

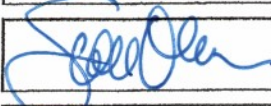
☐ Check Box if property is **NOT** in an existing Urban Renewal Area

Building Permit #: ☐ For Rental Properties - Verified that property is on rental inspection registration list

☒ Check Box if application is approved

☐ Check Box if application is **NOT** approved

Disapproval Reason:

Authorized by Building Official:  Date:

Authorized by Mayor: Date:

Attested by City Clerk: Date:

☐ Application Scanned to Laserfiche

Delivered to BV County Assessor on: By:

City needs to submit application to Buena Vista County Assessor by March 1st annually.

Buena Vista County Assessor ONLY

Present Value of Structure:

Assessed Value with Improvements:

☐ Check Box if property **IS** eligible for Tax Abatement

☐ Check Box if property is **NOT** eligible for Tax Abatement

Assessor Signature: Date:

☐ Check Box once final copy returned to City of Storm Lake



Building Improvements Permit

Permit #: BP18-0252

**INSPECTIONS REQUIRE 24 HOUR ADVANCED NOTICE
CALL 732-8002 TO SCHEDULE APPOINTMENT**

Date: 1/4/2019

Permit expires SIX MONTHS from date of issuance.

1004 EVERGREEN AVENUE

Address of Property

JOE AUBE

518 CHEROKEE ST

ALTA, IA 51002

Name & Address of Property Owner

Zoning District

FAMDWELLING

Contractor Name

Permit Type

Permission To:

New 33'-6" x 60' single family dwelling. Ben Friesen is the General Contractor, Schable is the Pumber, and Delp is the Electrician.

Total Cost of Project: \$150000

Cost of Permit: \$1422.07

☒ I have received the Tax Abatement Form.

The owner agrees to inspections of all installations subject to all pertinent code requirements. Permit not valid unless signed by the Building Official. Permit must be kept on the job site.

Building Official/Code Enforcement Officer

Property Owner or Contractor

THIS PERMIT AUTHORIZES CONSTRUCTION OF IMPROVEMENTS SPECIFIED.

By signing above, the applicant hereby agrees, in consideration of the issuance of this permit, to assume responsibility for and to hold the City harmless in regard to any and all claims of injury or damage arising from the acts or omissions of the applicant or his/her agents while acting under the authority of this permit. The applicant further agrees to comply with the provisions of the Code of the City of Storm Lake, Iowa and 29 CFR Part 1926.650, 651 and 652 as adopted by the Iowa Division of Labor.





TAX ABATEMENT APPLICATION FORM

City of Storm Lake, Iowa Urban Revitalization Program is authorized under Iowa Code Chapter 404 and as adopted by the City's Urban Revitalization Program.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

For More information visit:
www.stormlake.org/taxabatement

Tax exemptions are allowed as follows:

Residential Housing - Maximum five (5) year exemption of 100% on the first \$75,000 of actual value added.

Commercial Property - Maximum three (3) year exemption of 50% on the actual value added.

Multi- Residential - No exemption

NOTE: Minimum 20% increase on actual value required

Need More
Information?
Scan This QR
Code!



☐ Prior Approval for Intended Improvements

☒ Approval of Improvements Completed

Property Address: 1017 Evergreen Ave., Storm Lake, IA 50588

Legal
Description:

LOT TWO (2), FRIESEN'S SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA.

Property ID Number (PIN): 1035362002

Owner E-mail: bfriesen9@msm.com

Property Owner Name: Benardo Friesen

Phone Number: 712-299-3744

Owner Address (If different than above) 1124 E. 8th St., Storm Lake, IA 50588

☐ Check Box if there is a tenant on the property who has occupied the dwelling unit for at least 1 year prior to date of adoption of the plan (4-4-2005) AND will be displaced by the proposed improvements.

☐ Check Box if this property is or will be a rental unit

What is the existing use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the PROPOSED use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the nature of the improvements being completed?

☒ New Construction ☐ Addition ☐ General Improvemts

Describe
Improvements:

New Construction

Estimated or Actual Date of Completion:

May 15, 2019

Estimated or Actual costs of Improvements:

170,000.00

NOTE: For complete details regarding eligibility & requirements see the Urban Revitalization Plan (4-4-2005) and amendment #1 (2014) and Ordinance.

Tax Abatement is **NOT** allowed in any current or future Urban Renewal Area within the City limits of the City of Storm Lake. Your application for Tax Abatement must be filed with the City of Storm Lake by February 1st of the assessment year for which the exemption is first claimed but in no case not later than two (2) years after the February 1st following the year that the improvements are first assessed for taxation. Your project must be completed so that the first full assessment is not later than January 1, 2024.

Your signature below indicates your understanding of the City of Storm Lake Urban Revitalization Program and authorizes your desire to apply for tax abatement on this property provided that it qualifies under the terms of the program.

* Please attach the approved building permit to your application.

Signature:

Bernardo Friesen

Print Name:

Bernardo Friesen

Date:

2-20-19

Title:

Owner / Contractor

Company:

Friesen Construction

City of Storm Lake ONLY

Date Received:

2-20-2019

1st Year Fully Assessed:

☐ Check Box if property is **NOT** in an existing Urban Renewal Area

Building Permit #:

BP-18-0162

☐ For Rental Properties - Verified that property is on rental inspection registration list

☒ Check Box if application is approved

☐ Check Box if application is **NOT** approved

Disapproval
Reason:

Authorized by
Building Official:

Scott Olsen

Date:

10-2-2019

Authorized by
Mayor:

Date:

Attested by
City Clerk:

Date:

☐ Application Scanned to Laserfiche

Delivered to BV County Assessor on:

By:

City needs to submit application to Buena Vista County Assessor by March 1st annually.

Buena Vista County Assessor ONLY

Present Value of Structure:

Assessed Value with
Improvements:

☐ Check Box if property **IS** eligible for Tax Abatement

☐ Check Box if property is **NOT** eligible for Tax Abatement

Assessor Signature:

Date:

☐ Check Box once final copy returned to City of Storm Lake

1937-1938

1937-1938

1937-1938



Building Improvements Permit

Permit #: BP18-0162

**INSPECTIONS REQUIRE 24 HOUR ADVANCED NOTICE
CALL 732-8002 TO SCHEDULE APPOINTMENT**

Date: 8/7/2018

Permit expires SIX MONTHS from date of issuance.

1017 Vacant Lot EVERGREEN AVENUE
Address of Property

JOE AUBE

518 CHEROKEE ST

ALTA, IA 51002

Name & Address of Property Owner

305 Alta Vista



Zoning District

FAMDWELLING

Contractor Name

Permit Type

Permission To:

New 49'-4" x 60' single family dwelling. Friesen is the General contractor.

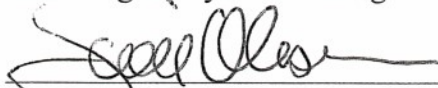
Total Cost of Project: \$170000

Cost of Permit: \$1494.27

☐

I have received the Tax Abatement Form.

The owner agrees to inspections of all installations subject to all pertinent code requirements. Permit not valid unless signed by the Building Official. Permit must be kept on the job site.



Building Official/Code Enforcement Officer

Property Owner or Contractor

THIS PERMIT AUTHORIZES CONSTRUCTION OF IMPROVEMENTS SPECIFIED.

By signing above, the applicant hereby agrees, in consideration of the issuance of this permit, to assume responsibility for and to hold the City harmless in regard to any and all claims of injury or damage arising from the acts or omissions of the applicant or his/her agents while acting under the authority of this permit. The applicant further agrees to comply with the provisions of the Code of the City of Storm Lake, Iowa and 29 CFR Part 1926.650, 651 and 652 as adopted by the Iowa Division of Labor.



TAX ABATEMENT APPLICATION FORM

City of Storm Lake, Iowa Urban Revitalization Program is authorized under Iowa Code Chapter 404 and as adopted by the City's Urban Revitalization Program.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

For More Information visit:
www.stormlake.org/taxabatement

Tax exemptions are allowed as follows:

Residential Housing - Maximum five (5) year exemption of 100% on the first \$75,000 of actual value added.

Commercial Property - Maximum three (3) year exemption of 50% on the actual value added.

Multi- Residential - No exemption

NOTE: Minimum 20% increase on actual value required

Need More
Information?
Scan This QR
Code!



☐ Prior Approval for Intended Improvements

☒ Approval of Improvements Completed

Property Address: 1021 Evergreen Ave., Storm Lake, IA 50588

Legal
Description:

LOT ONE (1), FRIESEN'S SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA.

Property ID Number (PIN): 1035362001

Owner E-mail: bfriesen9@msm.com

Property Owner Name: Benardo Friesen

Phone Number: 712-299-3744

Owner Address (If different than above) 1124 E. 8th St., Storm Lake, IA 50588

☐ Check Box if there is a tenant on the property who has occupied the dwelling unit for at least 1 year prior to date of adoption of the plan (4-4-2005) AND will be displaced by the proposed improvements.

☐ Check Box if this property is or will be a rental unit

What is the existing use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the PROPOSED use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the nature of the improvements being completed?

☒ New Construction ☐ Addition ☐ General Improvements

Describe
Improvements:

New House

Estimated or Actual Date of Completion: 3-15-19

Estimated or Actual costs of Improvements: \$185,000.00

NOTE: For complete details regarding eligibility & requirements see the Urban Revitalization Plan (4-4-2005) and amendment #1 (2014) and Ordinance.

Tax Abatement is **NOT** allowed in any current or future Urban Renewal Area within the City limits of the City of Storm Lake. Your application for Tax Abatement must be filed with the City of Storm Lake by February 1st of the assessment year for which the exemption is first claimed but in no case not later than two (2) years after the February 1st following the year that the improvements are first assessed for taxation. Your project must be completed so that the first full assessment is not later than January 1, 2024.

Your signature below indicates your understanding of the City of Storm Lake Urban Revitalization Program and authorizes your desire to apply for tax abatement on this property provided that it qualifies under the terms of the program.

Please attach the approved building permit to your application.

Signature: 
Print Name: Benardo Friesen Date: March 11, 2019
Title: Owner Company: Friesen Construction

City of Storm Lake ONLY

Date Received: MARCH 11, 2019

1st Year Fully Assessed:

☐ Check Box if property is **NOT** in an existing Urban Renewal Area

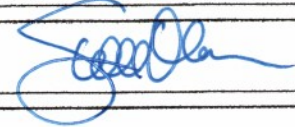
Building Permit #: BP18-0163

☐ For Rental Properties - Verified that property is on rental inspection registration list

☒ Check Box if application is approved

☐ Check Box if application is **NOT** approved

Disapproval Reason:

Authorized by Building Official: 

Date: 10-2-2019

Authorized by Mayor:

Date:

Attested by City Clerk:

Date:

☐ Application Scanned to Laserfiche

Delivered to BV County Assessor on:

By:

City needs to submit application to Buena Vista County Assessor by March 1st annually.

Buena Vista County Assessor ONLY

Present Value of Structure:

Assessed Value with Improvements:

☐ Check Box if property **IS** eligible for Tax Abatement

☐ Check Box if property is **NOT** eligible for Tax Abatement

Assessor Signature:

Date:

☐ Check Box once final copy returned to City of Storm Lake

☐ Check Box If property is eligible for Tax Abatement ☐ Check Box If property is NOT eligible for Tax Abatement		Estimated value of structure \$ _____
Date _____	Date _____	Signature _____

☐ Check Box If application is complete ☐ Check Box If application is NOT complete		City of Storm Lake ONLY Is this property located within the City of Storm Lake? Yes ☐ No ☐
Is this property located within the City of Storm Lake? Yes ☐ No ☐	Is this property located within the City of Storm Lake? Yes ☐ No ☐	Is this property located within the City of Storm Lake? Yes ☐ No ☐
Is this property located within the City of Storm Lake? Yes ☐ No ☐	Is this property located within the City of Storm Lake? Yes ☐ No ☐	Is this property located within the City of Storm Lake? Yes ☐ No ☐

City of Storm Lake ONLY Is this property located within the City of Storm Lake? Yes ☐ No ☐	Is this property located within the City of Storm Lake? Yes ☐ No ☐
--	---

Please attach the approved application to your application.

You must submit below information with your application. If you do not, your application will be rejected. You must also submit the following information with your application. If you do not, your application will be rejected.

The information NOT attached to your application will be returned to you. The information NOT attached to your application will be returned to you. The information NOT attached to your application will be returned to you.



Building Improvements Permit

Permit #: BP18-0163

**INSPECTIONS REQUIRE 24 HOUR ADVANCED NOTICE
CALL 732-8002 TO SCHEDULE APPOINTMENT**

Date: 8/7/2018

Permit expires SIX MONTHS from date of issuance.

1021 Vacant Lot EVERGREEN AVENUE

Address of Property



JOE AUBE

518 CHEROKEE ST

ALTA, IA 51002

Name & Address of Property Owner

Zoning District

FAMDWELLING

Contractor Name

Permit Type

Permission To:

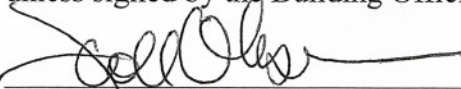
New 50' x 45' single family dwelling. Ben Friesen is the General Contractor.

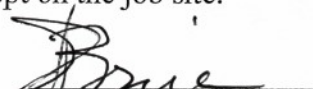
Total Cost of Project: \$170000

Cost of Permit: \$1494.27

☐ I have received the Tax Abatement Form.

The owner agrees to inspections of all installations subject to all pertinent code requirements. Permit not valid unless signed by the Building Official. Permit must be kept on the job site.


Building Official/Code Enforcement Officer


Property Owner or Contractor

THIS PERMIT AUTHORIZES CONSTRUCTION OF IMPROVEMENTS SPECIFIED.

By signing above, the applicant hereby agrees, in consideration of the issuance of this permit, to assume responsibility for and to hold the City harmless in regard to any and all claims of injury or damage arising from the acts or omissions of the applicant or his/her agents while acting under the authority of this permit. The applicant further agrees to comply with the provisions of the Code of the City of Storm Lake, Iowa and 29 CFR Part 1926.650, 651 and 652 as adopted by the Iowa Division of Labor.

THE HISTORY OF THE

REIGN OF HENRY THE SEVENTH

BY JOHN HALLAM

LONDON: PRINTED BY J. JOHNSON, ST. PAULS CHURCH-YARD.

1809.

Vol. I.

Part I.

CHAP. I.

1485.

THE BATTLE OF BOSWORTH.

1485.

Vol. I.

Part I.

CHAP. II.

1486.

THE REIGN OF HENRY THE SEVENTH.

1486.

THE REIGN OF HENRY THE SEVENTH.

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THE REIGN OF HENRY THE SEVENTH.



TAX ABATEMENT APPLICATION FORM

City of Storm Lake, Iowa Urban Revitalization Program is authorized under Iowa Code Chapter 404 and as adopted by the City's Urban Revitalization Program.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

For More information visit:
www.stormlake.org/taxabatement

Tax exemptions are allowed as follows:

Residential Housing - Maximum five (5) year exemption of 100% on the first \$75,000 of actual value added.

Commercial Property - Maximum three (3) year exemption of 50% on the actual value added.

Multi- Residential - No exemption

NOTE: Minimum 20% increase on actual value required

Need More
Information?
Scan This QR
Code!



☐ Prior Approval for Intended Improvements

☒ Approval of Improvements Completed

Property Address: 204 Oneida St. Storm Lake IA

Legal Description:

07-43, Storm Lake Corp. Hayes.

Property ID Number (PIN): 1403408017 Owner E-mail: dlovetskiy@yahoo.com

Property Owner Name: Danette & Curtis Haberman Phone Number: 712-730-0266

Owner Address (If different than above)

☐ Check Box if there is a tenant on the property who has occupied the dwelling unit for at least 1 year prior to date of adoption of the plan (4-4-2005) AND will be displaced by the proposed improvements.

☐ Check Box if this property is or will be a rental unit

What is the existing use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the PROPOSED use of the property? (Choose one)

☒ Residential ☐ Commercial ☐ Multi-Residential ☐ Industrial ☐ Vacant

What is the nature of the improvements being completed?

☐ New Construction ☒ Addition ☐ General Improvements

Describe Improvements:

24'x24' Addition to home

Estimated or Actual Date of Completion: 12-1-18

Estimated or Actual costs of Improvements: 75,000

NOTE: For complete details regarding eligibility & requirements see the Urban Revitalization Plan (4-4-2005) and amendment #1 (2014) and Ordinance.

Tax Abatement is **NOT** allowed in any current or future Urban Renewal Area within the City limits of the City of Storm Lake. Your application for Tax Abatement must be filed with the City of Storm Lake by February 1st of the assessment year for which the exemption is first claimed but in no case not later than two (2) years after the February 1st following the year that the improvements are first assessed for taxation. Your project must be completed so that the first full assessment is not later than January 1, 2024.

Your signature below indicates your understanding of the City of Storm Lake Urban Revitalization Program and authorizes your desire to apply for tax abatement on this property provided that it qualifies under the terms of the program.

Please attach the approved building permit to your application.

Signature:

Danella Maberman

Print Name:

Danella Maberman

Date:

1-20-19

Title:

Company:

City of Storm Lake ONLY

Date Received:

1-20-2019

1st Year Fully Assessed:

☐ Check Box if property is **NOT** in an existing Urban Renewal Area

Building Permit #:

BP-18-0099

☐ For Rental Properties - Verified that property is on rental inspection registration list

☒ Check Box if application is approved

☐ Check Box if application is **NOT** approved

Disapproval Reason:

Authorized by Building Official:

[Signature]

Date:

10-2-2019

Authorized by Mayor:

Date:

Attested by City Clerk:

Date:

☐ Application Scanned to Laserfiche

Delivered to BV County Assessor on :

By:

City needs to submit application to Buena Vista County Assessor by March 1st annually.

Buena Vista County Assessor ONLY

Present Value of Structure:

Assessed Value with Improvements:

☐ Check Box if property **IS** eligible for Tax Abatement

☐ Check Box if property is **NOT** eligible for Tax Abatement

Assessor Signature:

Date:

☐ Check Box once final copy returned to City of Storm Lake



TAX ABATEMENT APPLICATION FORM

City of Storm Lake, Iowa Urban Revitalization Program is authorized under Iowa Code Chapter 404 and as adopted by the City's Urban Revitalization Program.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

For More information visit:
www.stormlake.org/taxabatement

Tax exemptions are allowed as follows:

Residential Housing - Maximum five (5) year exemption of 100% on the first \$75,000 of actual value added.

Commercial Property - Maximum three (3) year exemption of 50% on the actual value added.

Multi- Residential - No exemption

NOTE: Minimum 20% increase on actual value required

Need More
Information?
Scan This QR
Code!



☒ Prior Approval for Intended Improvements

☐ Approval of Improvements Completed

Property Address:

806 E 5th St

Legal Description:

02 - 90 - 37 SL CORN HAYES AVE S/D
SW NW PT 120' x 85' IN LOT 1

Property ID Number (PIN):

1402151009

Owner E-mail:

brhabitatforhumanity@gmail.com

Property Owner Name:

Bv Habitat for Humanity

Phone Number:

712 299 1182

Owner Address (If different than above)

PO Box 853 SL IA

☐ Check Box if there is a tenant on the property who has occupied the dwelling unit for at least 1 year prior to date of adoption of the plan (4-4-2005) AND will be displaced by the proposed improvements.

☐ Check Box if this property is or will be a rental unit

What is the existing use of the property? (Choose one)

☐ Residential

☐ Commercial

☐ Multi-Residential

☐ Industrial

☒ Vacant

What is the PROPOSED use of the property? (Choose one)

☐ Residential

☐ Commercial

☐ Multi-Residential

☐ Industrial

☐ Vacant

What is the nature of the improvements being completed?

☒ New Construction

☐ Addition

☐ General Improvements

Describe Improvements:

Duplex with Foundation
(Single Family Attached)

Estimated or Actual Date of Completion:

7/1/2020

Estimated or Actual costs of Improvements:

80000

NOTE: For complete details regarding eligibility & requirements see the Urban Revitalization Plan (4-4-2005) and amendment #1 (2014) and Ordinance.



Building Improvements Permit

Permit #: BP18-0095

Date: 6/20/2018

806 E 5TH STREET

Address of Property

HABITAT FOR HUMANITY

BOX 853

STORM LAKE, IA 50588-0853

Name & Address of Property Owner

Zoning District

FAMDWELLING

Contractor Name

Permit Type

Permission To:

PAID West half of single family attached dwelling. 35' x42'. Habitat for Humanity is the General Contractor, Ray Delp is the Electrician PAID \$1.00 INCODE ON 2-13-2019

Total Cost of Project: \$62303

Cost of Permit: \$1322.19

☐ **I have received the Tax Abatement Form.**

The owner agrees to inspections of all installations subject to all pertinent code requirements. Permit not valid unless signed by the Building Official. Permit must be kept on the job site.

Building Official/Code Enforcement Officer

Property Owner or Contractor

THIS PERMIT AUTHORIZES CONSTRUCTION OF IMPROVEMENTS SPECIFIED.

By signing above, the applicant hereby agrees, in consideration of the issuance of this permit, to assume responsibility for and to hold the City harmless in regard to any and all claims of injury or damage arising from the acts or omissions of the applicant or his/her agents while acting under the authority of this permit. The applicant further agrees to comply with the provisions of the Code of the City of Storm Lake, Iowa and 29 CFR Part 1926.650, 651 and 652 as adopted by the Iowa Division of Labor.

THE UNIVERSITY OF CHICAGO

IN THE DEPARTMENT OF CHEMISTRY
OF THE UNIVERSITY OF CHICAGO
A MEMORANDUM FOR THE RECORD

DATE: 1954

TO: THE DEPARTMENT OF CHEMISTRY
FROM: [Name]

SUBJECT: [Subject]

RE: [Reference]

1. [Text]

2. [Text]

3. [Text]

4. [Text]

5. [Text]

6. [Text]

7. [Text]

8. [Text]

9. [Text]

10. [Text]



TAX ABATEMENT APPLICATION FORM

City of Storm Lake, Iowa Urban Revitalization Program is authorized under Iowa Code Chapter 404 and as adopted by the City's Urban Revitalization Program.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

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www.stormlake.org/taxabatement

Tax exemptions are allowed as follows:

Residential Housing - Maximum five (5) year exemption of 100% on the first \$75,000 of actual value added.

Commercial Property - Maximum three (3) year exemption of 50% on the actual value added.

Multi- Residential - No exemption

NOTE: Minimum 20% increase on actual value required

Need More
Information?
Scan This QR
Code!



☐ Prior Approval for Intended Improvements

☐ Approval of Improvements Completed

Property Address:

810 E 5th

Legal Description:

02-90-37 SL CORN HAY & SAW S/D
SW NW PT 120' X 85' in lot 1

Property ID Number (PIN):

1402151019

Owner E-mail:

brhabitatforhumanity@gmail

Property Owner Name:

BV Habitat for Humanity

Phone Number:

712-294-1182

Owner Address (If different than above)

PO BOX 853 SL IA

☐ Check Box if there is a tenant on the property who has occupied the dwelling unit for at least 1 year prior to date of adoption of the plan (4-4-2005) AND will be displaced by the proposed improvements.

☐ Check Box if this property is or will be a rental unit

What is the existing use of the property? (Choose one)

☐ Residential

☐ Commercial

☐ Multi-Residential

☐ Industrial

☒ Vacant

What is the PROPOSED use of the property? (Choose one)

☐ Residential

☐ Commercial

☐ Multi-Residential

☐ Industrial

☐ Vacant

What is the nature of the improvements being completed?

☒ New Construction

☐ Addition

☐ General Improvements

Describe Improvements:

Duplex with Foundation
(Single family Attached)

Estimated or Actual Date of Completion:

7/1/2020

Estimated or Actual costs of Improvements:

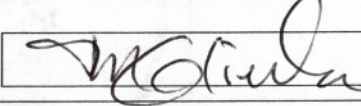
80,000

NOTE: For complete details regarding eligibility & requirements see the Urban Revitalization Plan (4-4-2005) and amendment #1 (2014) and Ordinance.

Tax Abatement is **NOT** allowed in any current or future Urban Renewal Area within the City limits of the City of Storm Lake. Your application for Tax Abatement must be filed with the City of Storm Lake by February 1st of the assessment year for which the exemption is first claimed but in no case not later than two (2) years after the February 1st following the year that the improvements are first assessed for taxation. Your project must be completed so that the first full assessment is not later than January 1, 2024.

Your signature below indicates your understanding of the City of Storm Lake Urban Revitalization Program and authorizes your desire to apply for tax abatement on this property provided that it qualifies under the terms of the program.

Please attach the approved building permit to your application.

Signature: 

Print Name: Tami Moffitt Glienke Date: 8/13/2019

Title: ex. Director Company: BV Habitat For Humanity

City of Storm Lake ONLY

Date Received: to 2-20-8-13-2019 1st Year Fully Assessed:

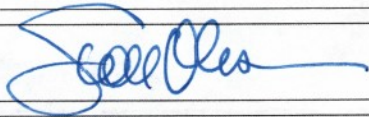
☐ Check Box if property is **NOT** in an existing Urban Renewal Area

Building Permit #: ☐ For Rental Properties - Verified that property is on rental inspection registration list

☒ Check Box if application is approved

☐ Check Box if application is **NOT** approved

Disapproval Reason:

Authorized by Building Official: 

Date: 10-2-2019

Authorized by Mayor:

Date:

Attested by City Clerk:

Date:

☐ Application Scanned to Laserfiche

Delivered to BV County Assessor on :

By:

City needs to submit application to Buena Vista County Assessor by March 1st annually.

Buena Vista County Assessor ONLY

Present Value of Structure:

Assessed Value with Improvements:

☐ Check Box if property **IS** eligible for Tax Abatement

☐ Check Box if property is **NOT** eligible for Tax Abatement

Assessor Signature:

Date:

☐ Check Box once final copy returned to City of Storm Lake



Building Improvements Permit

Permit #: BP18-0096

Date: 6/20/2018

810 E 5TH STREET

Address of Property

HABITAT FOR HUMANITY

BOX 853

STORM LAKE, IA 50588-0853

Name & Address of Property Owner

Zoning District

FAMDWELLING

Contractor Name

Permit Type

Permission To:

PAID East half of single family attached dwelling. 35' x 42'. Habitat for Humanity is the General Contractor, Ray Delp is the Electrician. PAID \$ 1.00 INCODE ON 2-13-2019

Total Cost of Project: \$62303

Cost of Permit: \$1242.19

☐ **I have received the Tax Abatement Form.**

The owner agrees to inspections of all installations subject to all pertinent code requirements. Permit not valid unless signed by the Building Official. Permit must be kept on the job site.

Building Official/Code Enforcement Officer

Property Owner or Contractor

THIS PERMIT AUTHORIZES CONSTRUCTION OF IMPROVEMENTS SPECIFIED.

By signing above, the applicant hereby agrees, in consideration of the issuance of this permit, to assume responsibility for and to hold the City harmless in regard to any and all claims of injury or damage arising from the acts or omissions of the applicant or his/her agents while acting under the authority of this permit. The applicant further agrees to comply with the provisions of the Code of the City of Storm Lake, Iowa and 29 CFR Part 1926.650, 651 and 652 as adopted by the Iowa Division of Labor.

1. Introduction

The purpose of this study is to investigate the effects of various factors on the performance of a system. The study is organized as follows: Section 2 describes the system and the factors being investigated. Section 3 presents the experimental design and results. Section 4 discusses the conclusions and future work.

2. System Description

The system under investigation is a complex system with multiple components and interactions. The factors being investigated are the input variables that influence the system's performance.

3. Experimental Design

The experimental design is a factorial design with two factors: Factor A and Factor B. Each factor has two levels: Level 1 and Level 2. The results of the experiment are presented in Table 1.

4. Results and Discussion

The results of the experiment show that the system's performance is significantly affected by the input variables. The main effects of Factor A and Factor B are discussed in detail.

5. Conclusions and Future Work

The study concludes that the system's performance is highly sensitive to the input variables. Future work should focus on optimizing the system's performance by adjusting the input variables.

6. Acknowledgments

The authors would like to thank the following individuals for their contributions to this study: [Names of contributors]. This work was supported by the [Funding source].

Staff Summary

10/7/2019

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: Brian Oakleaf, Finance Director

SUBJECT: **Public Hearing for FY 2020 Budget Amendment**

BACKGROUND: The City of Storm Lake is required to hold a public hearing on any amendments to its current fiscal year budget. As such, notice has been published in the newspaper as required by Iowa Law.

The FY 2020 Budget Amendment includes amendments for the following major expense programs:

Capital Projects: \$2,300,000
Enterprise (debt:) \$7,447,563

FISCAL IMPACT: The fiscal impact of the budget amendment is neutral as revenue sources are included as well.

RECOMMENDATION: Open Public Hearing
Hear Comments
Close Public Hearing

ATTACHMENTS:

Description	Type
Public Hearing Notice - Budget Amendment	Financial Report

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2019-2020 CITY BUDGET**

Form 653.C1

The City Council of Storm Lake in BUENA VISTA County, Iowa
will meet at 5:00 p.m
City Council Chambers on 10/7/2019
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2020
(year)

by changing estimates of revenue and expenditure appropriations in the following programs for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	4,210,329	0	4,210,329
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	4,210,329	0	4,210,329
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	778,044	0	778,044
Other City Taxes	6	2,649,102	0	2,649,102
Licenses & Permits	7	164,195	0	164,195
Use of Money and Property	8	358,602	0	358,602
Intergovernmental	9	2,651,300	1,725,000	4,376,300
Charges for Services	10	15,371,470	0	15,371,470
Special Assessments	11	0	0	0
Miscellaneous	12	297,877	0	297,877
Other Financing Sources	13	0	8,022,563	8,022,563
Transfers In	14	6,939,041	0	6,939,041
Total Revenues and Other Sources	15	33,419,960	9,747,563	43,167,523
Expenditures & Other Financing Uses				
Public Safety	16	2,984,429	0	2,984,429
Public Works	17	1,760,570	0	1,760,570
Health and Social Services	18	23,750	0	23,750
Culture and Recreation	19	1,629,261	0	1,629,261
Community and Economic Development	20	389,920	0	389,920
General Government	21	718,593	0	718,593
Debt Service	22	2,189,790	0	2,189,790
Capital Projects	23	1,517,781	2,300,000	3,817,781
Total Government Activities Expenditures	24	11,214,094	2,300,000	13,514,094
Business Type / Enterprises	25	14,778,355	7,447,563	22,225,918
Total Gov Activities & Business Expenditures	26	25,992,449	9,747,563	35,740,012
Transfers Out	27	6,939,041	0	6,939,041
Total Expenditures/Transfers Out	28	32,931,490	9,747,563	42,679,053
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out for Fiscal Year	29	488,470	0	488,470
Beginning Fund Balance July 1	30	17,857,803	0	17,857,803
Ending Fund Balance June 30	31	18,346,273	0	18,346,273

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Refinancing of Bonds that was not expected to happen at the time of the initial budget.
Movement of Capital Projects between Fiscal Years.

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget. This will provide for a balanced budget.

Brian T Oakleaf

City Clerk/Finance Officer

Staff Summary

10/7/2019

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: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 30-R-2019-2020 Amending The Current Budget For the Fiscal Year Ending June 30, 2020**

BACKGROUND: Iowa Code prohibits any program expenditures to exceed their budgeted amounts and requires any amendment to be filed before June 1st. The Budget Process begins nearly 18 months from the end of the Budgeted Fiscal Year. This Amendment process allows us to reevaluate the assumptions and estimates made and adjust as we wind the Fiscal Year to a close.

The FY 2018 Budget Amendment includes adjustments for the following major expense programs:

Capital Projects: \$2,300,000
Enterprise (debt:) \$7,447,563

FISCAL IMPACT: The fiscal impact of the budget amendment is neutral as offsetting revenue is also amended.

RECOMMENDATION: Approve Resolution No. 30-R-2019-2020

ATTACHMENTS:

Description	Type
□ Resolution No. 30-R-2019-2020	Resolution
□ Budget Amendment	Financial Report

RESOLUTION NO. 30-R-2019-2020

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2020

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

Section 1. Following notice published September 25, 2019 and the public hearing held, October 7, 2019 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:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	4,210,329	0	4,210,329
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	4,210,329	0	4,210,329
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	778,044	0	778,044
Other City Taxes	6	2,649,102	0	2,649,102
Licenses & Permits	7	164,195	0	164,195
Use of Money and Property	8	358,602	0	358,602
Intergovernmental	9	2,651,300	1,725,000	4,376,300
Charges for Services	10	15,371,470	0	15,371,470
Special Assessments	11	0	0	0
Miscellaneous	12	297,877	0	297,877
Other Financing Sources	13	0	8,022,563	8,022,563
Transfers In	14	6,939,041	0	6,939,041
Total Revenues and Other Sources	15	33,419,960	9,747,563	43,167,523
Expenditures & Other Financing Uses				
Public Safety	16	2,984,429	0	2,984,429
Public Works	17	1,760,570	0	1,760,570
Health and Social Services	18	23,750	0	23,750
Culture and Recreation	19	1,629,261	0	1,629,261
Community and Economic Development	20	389,920	0	389,920
General Government	21	718,593	0	718,593
Debt Service	22	2,189,790	0	2,189,790
Capital Projects	23	1,517,781	2,300,000	3,817,781
Total Government Activities Expenditures	24	11,214,094	2,300,000	13,514,094
Business Type / Enterprises	25	14,778,355	7,447,563	22,225,918
Total Gov Activities & Business Expenditures	26	25,992,449	9,747,563	35,740,012
Transfers Out	27	6,939,041	0	6,939,041
Total Expenditures/Transfers Out	28	32,931,490	9,747,563	42,679,053
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out for Fiscal Year	29	488,470	0	488,470
Beginning Fund Balance July 1	30	17,857,803	0	17,857,803
Ending Fund Balance June 30	31	18,346,273	0	18,346,273

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 2019-2020 Fiscal Year.

PASSED AND APPROVED this 7th day of October, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2019-2020 CITY BUDGET**

Form 653.C1

The City Council of Storm Lake in BUENA VISTA County, Iowa
will meet at 5:00 p.m
City Council Chambers on 10/7/2019
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2020
(year)

by changing estimates of revenue and expenditure appropriations in the following programs for the reasons given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
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Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	778,044	0	778,044
Other City Taxes	6	2,649,102	0	2,649,102
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Intergovernmental	9	2,651,300	1,725,000	4,376,300
Charges for Services	10	15,371,470	0	15,371,470
Special Assessments	11	0	0	0
Miscellaneous	12	297,877	0	297,877
Other Financing Sources	13	0	8,022,563	8,022,563
Transfers In	14	6,939,041	0	6,939,041
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Debt Service	22	2,189,790	0	2,189,790
Capital Projects	23	1,517,781	2,300,000	3,817,781
Total Government Activities Expenditures	24	11,214,094	2,300,000	13,514,094
Business Type / Enterprises	25	14,778,355	7,447,563	22,225,918
Total Gov Activities & Business Expenditures	26	25,992,449	9,747,563	35,740,012
Transfers Out	27	6,939,041	0	6,939,041
Total Expenditures/Transfers Out	28	32,931,490	9,747,563	42,679,053
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out for Fiscal Year	29	488,470	0	488,470
Beginning Fund Balance July 1	30	17,857,803	0	17,857,803
Ending Fund Balance June 30	31	18,346,273	0	18,346,273

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Refinancing of Bonds that was not expected to happen at the time of the initial budget.
Movement of Capital Projects between Fiscal Years.

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget. This will provide for a balanced budget.

Brian T Oakleaf

City Clerk/Finance Officer

Staff Summary

10/7/2019

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: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 31-R-2019-2020 Approving The FY 2018-2019 Street Finance Report**

BACKGROUND: The Code of Iowa, Chapter 312, Section 14, requires the submission of an annual Street Finance Report to the Iowa Department of Transportation. This report includes all activity for the fiscal year in the Road Use Tax Fund, as well as an accounting of other street related revenues and expenses. For the purposes of this report, any use of Storm Water funds attached to street projects is also included. This report must be approved by resolution as the official 2018-2019 Fiscal Year Street Finance Report prior to its submission.

In Fiscal Year 2018-2019 the City received \$1,369,498 in Road Use Tax Funds and used \$305,639 from other sources excluding Bond Proceeds, with a total of \$1,388,692 in street related expenditures outside of Bond Redemption.

A summary of FY2018 expenditures:

Roadway Maintenance:	\$479,506
Snow Removal:	\$163,039
Street Construction	
/ Repairs	\$362,079
Traffic Services	
(Inc, Electric)	\$212,259
Debt Service	\$1,460,309

FISCAL IMPACT: There is no financial impact unless the report is not approved and submitted in a timely manner, in which case the City would not receive their allocations of Road Use Tax dollars until such time as the report was submitted and approved by the State of Iowa.

RECOMMENDATION: Adopt Resolution No. 31-R-2019-2020

ATTACHMENTS:

Description	Type
📎 FY 2019 Street Finance Report	Backup Material
📎 Resolution No. 31-R-2019-2020	Resolution



Form 517007 {5-2019}
Office of Local Systems
Ames, IA 50010

City Name
STORM LAKE
City Number
7422

City Street Financial Report

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Cover Sheet

Now therefore let it be resolved that the city council STORM LAKE, Iowa
(City Name)

On _____ did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, 2018 to June 30, 2019
(Year) (Year)

Contact Information

Name	E-mail Address	Street Address	city	ZIP Code
Brian Oakleaf	oakleaf@stormlake.com	620 Erie St	Storm Lake	50588-0000
Hours	Phone	Extension	Phone(Altenative)	
8-5 Mon-Fri	712-732-8000		712-732-8000	

Preparer Information

Name	E-mail Address	Phone	Extension
Brian Oakleaf	oakleaf@stormlake.org	712-732-8000	

Mayor Information

Name	E-mail Address	Street Address	city	ZIP Code
Michael Porsch	cityhall@stormlake.org	620 Erie St	Storm Lake	50588-0000
Phone	Extension			
712-732-8000				

Resolution Number _____

Signature Mayor

Signature City Clerk



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Office of Local Systems
Ames, IA 50010

City Name
STORM LAKE
City Number
7422

City Street Financial Report

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Summary Statement Sheet

Column 1
Road use
Tax Fund

Column 2
Other Street
Monies

Column 3
Street Debt

Column 4
Totals

Round Figures to Nearest Dollars

A.BEGINNING BALANCE				
1. July 1 Balance	\$768,052	\$277,177	\$0	\$1,045,229
2. Adjustments (Note on Explanation Sheet)	\$0	\$0	\$0	\$0
3. Adjusted Balance	\$768,052	\$277,177	\$0	\$1,045,229
B. REVENUES				
1. Road Use Tax	\$1,369,498			\$1,369,498
2. Property Taxes		\$0	\$197,633	\$197,633
3. Special Assessments		\$11,668	\$0	\$11,668
4. Miscellaneous		\$95,000	\$0	\$95,000
5. Proceeds from Bonds,Notes, and Loans		\$0	\$1,288,200	\$1,288,200
6. Interest Earned		\$1,338	\$0	\$1,338
7. Total Revenues (Lines B1 thru B6)	\$1,369,498	\$108,006	\$1,485,833	\$2,963,337
C. Total Funds Available (Line A3 + Line B7)	\$2,137,550	\$385,183	\$1,485,833	\$4,008,566

Column 1
Road use
Tax Fund

Column 2
Other Street
Monies

Column 3
Street Debt

Column 4
Totals

Round Figures to Nearest Dollars

EXPENSES				
D. Maintenance				
1. RoadWay Maintenance	\$479,506	\$0	\$0	\$479,506
2. Snow and Ice Removal	\$163,039	\$0	\$0	\$163,039
E.Construction, Reconstruction and Improvements				
1. Engineering	\$0	\$0	\$0	\$0
2. Right of Way Purchased	\$0	\$0	\$0	\$0
3. Street/Bridge Construction	\$40,000	\$0	\$0	\$40,000
4.Traffic Services	\$212,259	\$0	\$0	\$212,259
F. Administration	\$18,387	\$0	\$0	\$18,387
G. Equipment	\$208,692	\$95,000	\$0	\$303,692
H. Miscellaneous		\$0	\$0	\$0
J. street Debt				
1. Bonds, Notes and Loans -Principal Paid	\$0	\$0	\$1,408,100	\$1,408,100
2. Bonds, Notes and Loans - Interest Paid	\$0	\$0	\$52,209	\$52,209
TOTALS				
K. Total Expenses (Lines D thru J)	\$1,121,883	\$95,000	\$1,460,309	\$2,677,192
L. Ending Balance (Line C-K)	\$1,015,667	\$290,183	\$25,524	\$1,331,374
M. Total Funds Accounted For (K + L = C)	\$2,137,550	\$385,183	\$1,485,833	\$4,008,566



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Office of Local Systems
Ames, IA 50010

City Name
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Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
180---Receipts From Sales	\$75,000.00	\$0.00
174---Sales Tax / Local Option	\$20,000.00	\$0.00
Line B4 Totals	\$95,000.00	\$0.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees,bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		



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City Name
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Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
☐	General Obligation	Paving & Construction	301	07/01/2011	\$2,700,000	48	2031	\$2,590,000	\$2,590,000	\$40,575	\$1,243,200	\$19,476	\$0
☐	General Obligation	Paving & Construction	302	05/10/2016	\$720,000	22	2021	\$440,000	\$145,000	\$7,100	\$31,900	\$1,562	\$295,000
☒	General Obligation	Paving & Construction	303	10/22/2018	\$3,390,000	38	2031	\$3,390,000	\$250,000	\$61,868	\$95,000	\$23,510	\$3,140,000
☐	Short Term Notes	Storm Sewer	701	10/05/2006	\$729,000	100	2026	\$383,000	\$38,000	\$7,661	\$38,000	\$7,661	\$345,000
		New Bond Totals			\$3,390,000	\$1,288,200	Totals	\$6,803,000	\$3,023,000	\$117,204	\$1,408,100	\$52,209	\$3,780,000



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Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

[Check here if there are no entities for this year](#) ☒

Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
-------------------	-------------------	-----------------	--------------------	---

Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
-------------------	--------------------	-------------------	-----------------------------	----------	---------------	---------------	--------------	-----------



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Ames, IA 50010

City Name
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City Street Financial Report

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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
	2004	John Deere 672CH II Road Grader	\$155,900	\$0		\$0		No	NOCH
	1993	Case 580 Backhoe	\$34,307	\$0		\$0		No	NOCH
	1997	John Deere 6300 Tractor	\$36,692	\$0		\$0		No	NOCH
	1992	Chevy 3500 Truck	\$14,327	\$0		\$0		No	NOCH
	1990	Chevy C/70 Truck	\$22,995	\$0		\$0		No	NOCH
	1983	Chevy C/70 Truck	\$67,738	\$0		\$0		No	NOCH
	1986	Chevy C/70 Truck	\$20,000	\$0		\$0		No	NOCH
	1988	Chevy C/70 Truck	\$21,984	\$0		\$0		No	NOCH
	1991	Kubota B300 Asphalt Roller	\$16,280	\$0		\$0		No	NOCH
	1990	Chevy 3500 Truck	\$15,000	\$0		\$0		No	NOCH
	1995	Chevy 3500 Truck	\$18,698	\$0		\$0		No	NOCH
	1995	Chevy Kodiak Truck	\$41,703	\$0		\$0		No	NOCH
	1984	Catepillar 930 Endloader	\$74,500	\$0		\$0		No	NOCH
	1997	Inernational 4700 Truck	\$36,607	\$0		\$0		No	NOCH
	1997	John Deere 624G Loader	\$61,638	\$0		\$0		No	NOCH
	1999	Chevy C/8500 Truck	\$67,000	\$0		\$0		No	NOCH
	2002	Freightliner FL80 Truck	\$57,177	\$0		\$0		No	NOCH
	2002	Komatsu WA250 Loader	\$98,725	\$0		\$0		No	NOCH
	2008	Freightliner 2 Ton Truck	\$70,000	\$0		\$0		No	NOCH



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Office of Local Systems
Ames, IA 50010

City Name
STORM LAKE
City Number
7422

City Street Financial Report

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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
	2003	Ford F313 Truck	\$31,125	\$0		\$0		No	NOCH
	2003	Chevy CC850 Dump Truck	\$74,055	\$0		\$0		No	NOCH
	2011	Backhoe Hammer	\$11,500	\$0		\$0		No	NOCH
	2008	ALF Condor Lite Sweeper Truck	\$195,000	\$0		\$0		No	NOCH
	2011	Stump Grinder	\$30,324	\$0		\$0		No	NOCH
	2002	Sterling Tandem Dump Truck	\$69,995	\$0		\$0		No	NOCH
	2014	International 7400 Plow Truck	\$67,600	\$0		\$0		No	NOCH
	2018	Chevy Silverado	\$41,872	\$0		\$0		No	NOCH
	2019	Volvo Wheel Loader	\$122,900	\$0		\$0		No	NEW
	2017	Western Star 4700SF	\$145,000	\$0		\$0		No	NEW



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Ames, IA 50010

City Name
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Explanation Sheet

Comments



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City Name
STORM LAKE
City Number
7422

City Street Financial Report

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Monthly Payment Sheet

Month	Road Use tax Payments
July	\$101,099.43
August	\$160,289.35
September	\$153,800.77
October	\$95,021.59
November	\$118,854.43
December	\$120,331.82
January	\$115,664.35
February	\$114,623.16
March	\$93,361.00
April	\$57,695.29
May	\$127,802.74
June	\$110,953.92
Totals	\$1,369,497.85

RESOLUTION NO. 31-R-2019-2020

RESOLUTION APPROVING THE UPDATED 2018-2019 FISCAL YEAR STREET
FINANCE REPORT

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

That the updated 2018-2019 Fiscal Year Street Finance Report be approved.

PASSED AND APPROVED this 7th day of October, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

10/7/2019

Agenda Item # 7.



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

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building Official

SUBJECT: **Ordinance No. 02-O-2019-2020 On A The Proposed Re-Zoning of Parcel "A" and Parcel "B" - Second Reading**

BACKGROUND: Patrick Sand is requesting annexation into the City of Storm Lake, a parcel of property he owns which is generally located north east of the intersection Radio Road and Expansion Boulevard. Described as: A tract of land located in the Southwest Quarter (SW1/4) of Section One, Township Ninety North, Range 37 West of the 5th P.M., Buena Vista County. The full legal description is included in the attached Exhibit "A" of this staff summary, and is indicated as Parcel "A" on the attached Exhibit "C".

Subsequent to this request, Mr. Sand is requesting that the property be Zoned as GI, General Industrial when it is brought into the City of Storm Lake corporate limits.

Section 1205, of the Storm Lake Zoning Ordinance states that "All territory, which may hereafter be annexed to the City, shall be in the RES-Reserve District. However, the Planning and Zoning Commission may recommend the appropriate district classification prior to such territory becoming part of the City and upon holding a public hearing and with approval of the City Council the territory upon becoming part of the City may be immediately so classified."

The City of Storm Lake is requesting annexation into the City of Storm Lake, a parcel of property it owns which is generally located north east of the intersection Radio Road and Expansion Boulevard. Described as: A tract of land located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) Section One, Township Ninety North, Range 37 West of the 5th P.M., Buena Vista County. The full legal description is included in the attached Exhibit "A" of this staff summary, and is indicated as Parcel "B"

on the attached Exhibit "C".

Subsequent to the request for annexation, the City of Storm Lake is requesting that the property be Zoned as GI, General Industrial when it is brought into the City of Storm Lake Corporate limits.

Section 1205, of the Storm Lake Zoning Ordinance states that "All territory, which may hereafter be annexed into the City, shall be in the RES-Reserve District. However, the Planning and Zoning Commission may recommend the appropriate district classification prior to such territory becoming part of the City and upon holding a public hearing and with approval of the City Council the territory upon becoming part of the City may be immediately so classified."

The Storm Lake Planning and Zoning Commission reviewed this application at their August 26th, 2019 meeting and have recommended approval of the request.

FISCAL IMPACT: Cost of public notices and legal fees estimated at \$200.00.

RECOMMENDATION: First Reading : ~~September 16, 2019~~
Second Reading: October 7, 2019
Third Reading: October 21, 2019

ATTACHMENTS:

Description	Type
❑ Zoning Application	Application
❑ Map Exhibit C	Map
❑ Map of adjoining property owners	Map
❑ Legal Description	Backup Material
❑ Ordinance NO. 02-O-2019-2020	Ordinance

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



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

PROPERTY ADDRESS:

PROPERTY OWNER:

OWNER ADDRESS (if different than property owner):

OWNER'S PHONE NUMBER:

The City of Storm Lake Zoning Ordinance Article 12 Section 1204 establishes the amendment procedure for the Zoning Ordinance and requires the property owner to submit the following information, which must accompany this application before it can be considered by the Planning and Zoning Commission and the City Council.

The legal description and local address of the property.

The present zoning classification and the requested zoning classification.

The existing use of the property and the proposed use of the property.

A statement of the reasons why the applicant feels the present zoning classification is no longer valid.

Attach a plat showing the locations, dimensions and use of the applicant's property and all property within three hundred (300') feet including streets, alleys, railroads, and other physical features.

The request for a rezoning request will be heard by the Planning and Zoning Commission and the City Council at separate meetings.

The City of Storm Lake will notify all property owners within three hundred (300') feet of the applicant's property notifying them of the upcoming hearing.

The City of Storm Lake will notify the applicant of the hearing date.

The City of Storm Lake will publish a public hearing notice in a locally circulated newspaper not less than 7 and no more than 20 days prior to the meeting.

A non refundable application fee of **\$200.00** is required at time of the application. The fee will not be refunded if the request is denied by the Planning and Zoning Commission or the City Council.

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



☐ Text Amendment to the Zoning Ordinance

☒ Zoning Map Amendment to the Zoning Ordinance

Current Zoning Ordinance Section:

City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

Text
Amendment
Request:

Address of the Property:

☒ Legal Description
of the Property:

Present Zoning District:

- N/A - Not in city limits

Requested Zoning District:

GI, General Industrial

Why Present Zoning
Is No Longer Valid:

No longer used as farm land

Existing Use of the Property:

Farm land

Proposed Use of the Property:

Industry

Signature of Property Owner

4-25-19

Date

City of Storm Lake Use

Meeting Date:

Appeal No.:

Application Fee Paid:

Date Received:

Annexation Area Proposed by Patrick L Sand and City of Storm Lake in Reference to Adjacent Parcels Not in City Limits

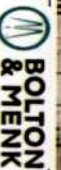


Legend

- City of Storm Lake
- A Patrick L Sand
- B City of Storm Lake
- C W.M. Petty
- D Patrick L Sand

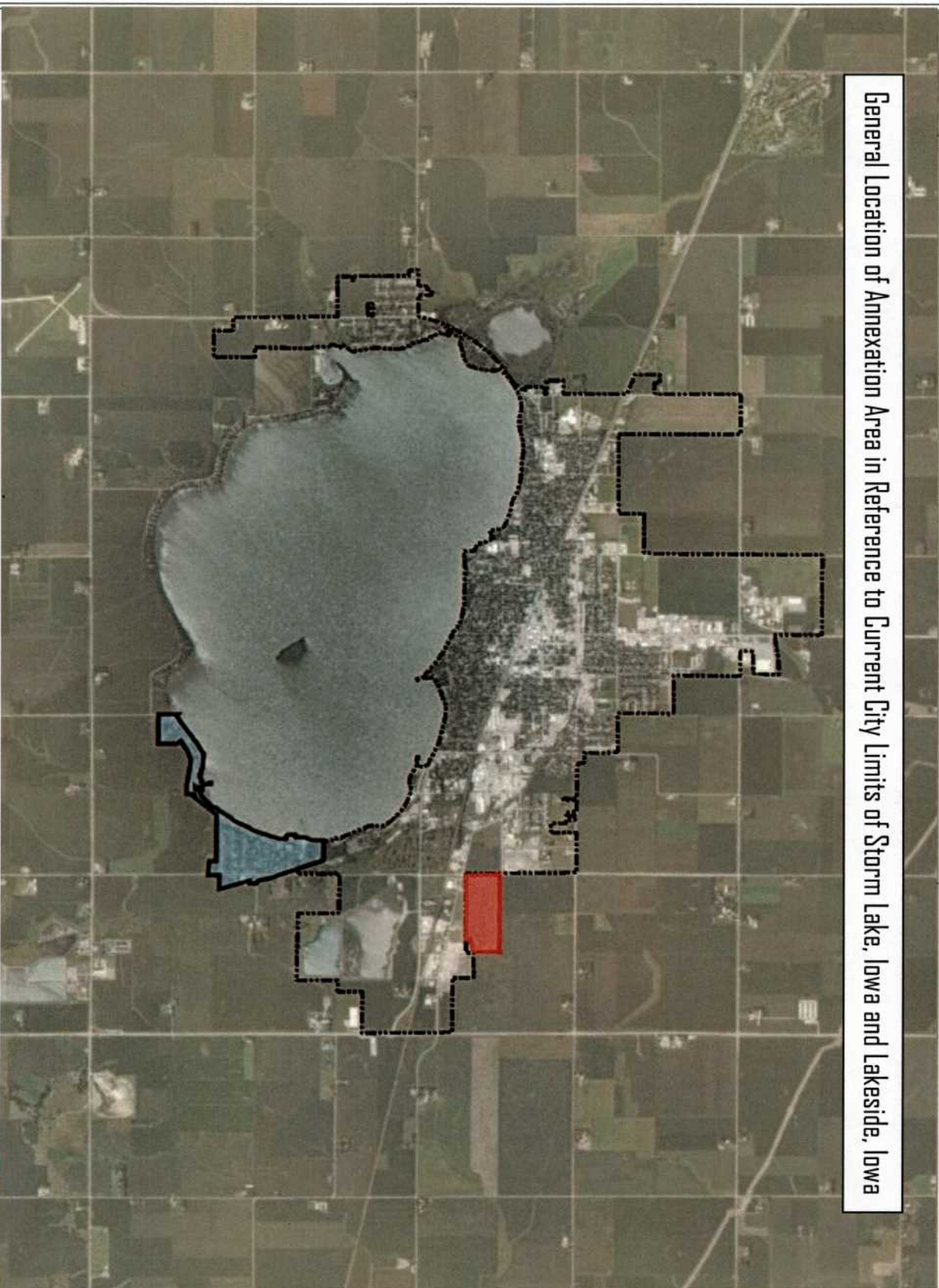


0	511 Feet		
Bolton & Menk, Inc. Web GIS: 5/29/2018 4:00 PM			
PARCEL	OWNER	VOLUNTARY	INVOLUNTARY ADJACENT
A	PATRICK L. SAND	X	
B	CITY OF STORM LAKE	X	
C	W.M. PETTY		X
D	PATRICK L. SAND		X



This is a map of a public record and is not a survey. The information is provided for informational purposes only. The information is not intended to be used for legal or other purposes. The information is not intended to be used for legal or other purposes. The information is not intended to be used for legal or other purposes.

General Location of Annexation Area in Reference to Current City Limits of Storm Lake, Iowa and Lakeside, Iowa



0 4,213 Feet
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- Legend**
- City Limits of Storm Lake
 - Annexation Area Proposed by Patrick Sand and City of Storm Lake
 - Lakeside City Limits



Disclaimer:
This drawing is prepared by a highly qualified design professional and is not intended to be used as a legal document. It is a preliminary drawing and is subject to change without notice. The design professional is not responsible for any errors or omissions in this drawing. The design professional is not responsible for any actions taken based on this drawing. The design professional is not responsible for any actions taken based on this drawing.



Key	Parcel ID	Owner Name	Taxpayer Name	Taxpayer Address	Taxpayer City	State	Zip Code
A	1401326004	SAND PATRICK L	SAND PATRICK L	6567 50TH AVE	ALTA	IA	51002
A	1401301002	SAND PATRICK L	SAND PATRICK L	6567 50TH AVE	ALTA	IA	51002
B	1401326003	CITY OF STORM LAKE	CITY OF STORM LAKE	P O BOX 1086	STORM LAKE	IA	50588-1086
C	1401401003	W. M PETTY	849 25 RD		GRAND JUNCTION	CO	81505-9664
D	1401100004	ANNETTE S KITCHEN TRUST /CAROLYN HOPLEY TRUST	CITIZENS 1ST NATL	DRAWER 1227	STORM LAKE	IA	50588-1227
D	1401100005	ANNETTE S KITCHEN TRUST / CAROLYN HOPLEY TRUST	CITIZENS 1ST NATL	DRAWER 1227	STORM LAKE	IA	50588-1227
E	1401401004	MERIDIAN MFG GROUP INC	MERIDIAN MFG GROUP INC	2900 EXPANSION BLVD	STORM LAKE	IA	50588
F	1401451007	MERIDIAN MFG GROUP INC	MERIDIAN MFG GROUP INC	2900 EXPANSION BLVD	STORM LAKE	IA	50588
G	1401376004	MERIDIAN MFG GROUP INC	MERIDIAN MFG GROUP INC	2900 EXPANSION BLVD	STORM LAKE	IA	50588
H	1401376003	MERIDIAN MFG GROUP INC	MERIDIAN MFG GROUP INC	2900 EXPANSION BLVD	STORM LAKE	IA	50588
I	1401376005	MERIDIAN MFG INC	MERIDIAN MFG INC	2900 EXPANSION BLVD	STORM LAKE	IA	50588
J	1401376006	MERIDIAN MFG INC	MERIDIAN MFG INC	2900 EXPANSION BLVD	STORM LAKE	IA	50588
K	1401351002	STORM LAKE INDUSTRIAL CORP	STORM LAKE INDUSTRIAL CORP	P O BOX 584	STORM LAKE	IA	50588-0584
L	1401351001	SCHUMANN DALE M	SCHUMANN DALE M	102 LAKESHORE DR	LAKESIDE	IA	50588
M	1401352001	FURST MC NESS CO	FURST MC NESS CO	120 E CLARK	FREEPORT	IL	61032
N	1402476004	TRANSCREDIT L C;	TRANSCREDIT L C;	11229 AURORA AVENUE	URBAN DALE	IA	50322
O	1402426008	SICHANH INC	SICHANH INC	606 FLINDT DR	STORM LAKE	IA	50588
P	1402426007	SICHANH INC	SICHANH INC	606 FLINDT DR	STORM LAKE	IA	50588
Q	1402426006	SICHANH INC	SICHANH INC	606 FLINDT DR	STORM LAKE	IA	50588
R	1402277008	BUENA VISTA COUNTY	BUENA VISTA COUNTY	P O BOX 220	STORM LAKE	IA	50588



Exhibit "A"

Parcel A Legal Description

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 1, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 1; thence South 00°08'18" East, along the East line of said Southwest Quarter (SW $\frac{1}{4}$), 131.94 Feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said East line, 798.82 Feet; thence South 74° 10' 45" West, 456.34 Feet; thence South 00° 08' 18" East, 120.00 Feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; thence North 89° 35' 28" West, along said North line 2201.55 Feet to the West line of the Southwest Quarter (SW $\frac{1}{4}$); thence North 00° 09' 20" West, along said West line, 1075.76 Feet to the South line of the North Eight (8) acres of the Southwest Quarter (SW $\frac{1}{4}$); thence South 88° 57' 13" East, along said South line, 2641.68 Feet to the Point of Beginning.

Tract contains 62.48 acres and is subject to all easements of record

ORDINANCE NO. 02-O-2019-2020

ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF STORM LAKE, IOWA BY ADDING TO THE OFFICIAL ZONING MAP CERTAIN REAL ESTATE AND ASSIGNING IT A ZONING CLASSIFICATION UPON ITS ANNEXATION INTO THE CITY OF STORM LAKE, IOWA

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

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

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

The real estate parcel identified for taxation purposes as Parcel Numbers 1401301002 and 1401326004, legally described as:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 1, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 1; thence South 00°08'18" East, along the East line of said Southwest Quarter (SW $\frac{1}{4}$), 131.94 Feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said East line, 798.82 Feet; thence South 74° 10' 45" West, 456.34 Feet; thence South 00° 08' 18" East, 120.00 Feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; thence North 89° 35' 28" West, along said North line 2201.55 Feet to the West line of the Southwest Quarter (SW $\frac{1}{4}$); thence North 00° 09' 20" West, along said West line, 1075.76 Feet to the South line of the North Eight (8) acres of the Southwest Quarter (SW $\frac{1}{4}$); thence South 88° 57' 13" East, along said South line, 2641.68 Feet to the Point of Beginning.

Hereafter known as Lot F in Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista, Iowa.

Tract contains 62.48 acres and is subject to all easements of record;

AND

A TRACT OF LAND IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4) OF SECTION 1, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of Lot Six (6), Block One (1), Industrial Park Addition to the City of Storm Lake; thence North 89°48'44" West, along the North line of said Block One (1) 439.36 Feet; thence North 00°21'07" West, 120.00 Feet; thence North 73°58'16" East, 456.31 Feet to the Northwest (NW) corner of Lot C of Lot B of said Section 1; thence South 00°21'07" East, along the West line of said Lot C of Lot B, 247.44 Feet to the point of beginning.

Tract contains 1.85 acres and is subject to all easements of record.

upon its annexation into the City of Storm Lake, Iowa, shall be included in the official zoning map and shall have an initial zoning district classification of General Industrial (GI).

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

PASSED AND APPROVED this _____ day of _____, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

10/7/2019

Agenda Item # 8.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 32-R-2019-2020 Approving Voluntary Annexation Parcel "A" and "B" - Sand and City**

BACKGROUND: The City of Storm Lake received a voluntary annexation application from Patrick Sand. The property is located on the east side of Radio Road north of Expansion Boulevard.

The City of Storm Lake is requesting annexation into the City of Storm Lake, a parcel of property it owns which is generally located north east of the intersection Radio Road and Expansion Boulevard. Described as: A tract of land located in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) Section One, Township Ninety North, Range 37 West of the 5th P.M., Buena Vista County. See Public Hearing notice for full legal description

A consultation meeting was held with regard to this proposed annexation on August 1, 2019, at 9:00 a.m. with the Buena Vista County Board of Supervisors and the Hayes Township Trustees. Buena Vista County Board of Supervisor Kelly Snyder was present.

A Public Hearing was held on September 16, 2019. There were not verbal or written comments regarding the annexation request.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve Resolution No. 32-R-2019-2020 and authorize the City Attorney to file the annexation request to the City Development Board.

ATTACHMENTS:

Description	Type
☐ Resolution No. 32-R-2019-2020	Resolution

RESOLUTION NO. 32-R-2019-2020

RESOLUTION APPROVING VOLUNTARY ANNEXATION
OF TERRITORY IN UNINCORPORATED BUENA VISTA COUNTY, IOWA

WHEREAS, on July 15, 2019, by Resolution No. 04-R-2019-2020, the City Council of Storm Lake, Iowa duly resolved that the applications for voluntary annexation received from the owners of real estate, identified below as Parcel A and Parcel B, requesting that the City voluntarily annex the real estate, be set down for hearing on September 16, 2019 at 5:00 P.M., in the Council Chambers at City Hall. The real estate generally is adjacent to the eastern boundary of the City of Storm Lake, located on the east side of Radio Road north of Expansion Boulevard. The owners of the real estate and descriptions of the real estate are as follows:

Parcel A, formerly identified for taxation purposes as part of Parcel Numbers 14-01-301-001 and 14-01-326-002, but now identified for taxation purposes as Parcel Numbers 14-01-301-002 and 14-01-326-004, having an area of 62.48 acres, owned by Patrick L. Sand, and legally described as:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 1, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 1; thence South 00°08'18" East, along the East line of said Southwest Quarter (SW $\frac{1}{4}$), 131.94 Feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said East line, 798.82 Feet; thence South 74° 10' 45" West, 456.34 Feet; thence South 00° 08' 18" East, 120.00 Feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; thence North 89° 35' 28" West, along said North line 2201.55 Feet to the West line of the Southwest Quarter (SW $\frac{1}{4}$); thence North 00° 09' 20" West, along said West line, 1075.76 Feet to the South line of the North Eight (8) acres of the Southwest Quarter (SW $\frac{1}{4}$); thence South 88° 57' 13" East, along said South line, 2641.68 Feet to the Point of Beginning.

Hereafter known as Lot F in Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista, Iowa.

Tract contains 62.48 acres and is subject to all easements of record; and

Parcel B, identified for taxation purposes as Parcel Number 14-01-326-003, having an area of 1.85 acres, owned by the City of Storm Lake, Iowa, and legally described as:

A TRACT OF LAND IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4) OF SECTION 1, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of Lot Six (6), Block One (1), Industrial Park Addition to the City of Storm Lake; thence North 89°48'44" West, along the North line of said Block One (1) 439.36 Feet; thence North 00°21'07" West, 120.00 Feet; thence North 73°58'16" East, 456.31 Feet to the Northwest (NW) corner of Lot C of Lot B of said Section 1; thence South 00°21'07" East, along the West line of said Lot C of Lot B, 247.44 Feet to the point of beginning.

Tract contains 1.85 acres and is subject to all easements of record.

WHEREAS, the western boundary of Parcel A proposed to be annexed adjoins Radio Road, a Buena Vista County, Iowa road;

WHEREAS, that part of the Radio Road right-of-way that adjoins and lies between the western boundary of Parcel A described above and the centerline of Radio Road should be included with the real estate the applicants seek to annex in the territory to be annexed pursuant to the applications for voluntary annexation;

WHEREAS, the composite legal description of the entire territory proposed to be annexed, including the part of the Radio Road right-of-way specified above, is attached as Exhibit "A," a map of the territory proposed to be annexed showing its boundary in relationship to the adjoining boundary of the City of Storm Lake, Iowa and adjacent land and landowners is attached as Exhibit "B," and a map of the of the territory proposed to be annexed showing its boundary in relationship to the existing City of Storm Lake boundaries and to the existing City of Lakeside boundaries is attached as Exhibit "C;"

WHEREAS, the territory proposed to be annexed adjoins the eastern boundary of the City

of Storm Lake and is outside the boundaries of any other city;

WHEREAS, after timely notice to the Buena Vista County, Iowa Board of Supervisors and the Hayes Township Trustees, a consultation meeting was held on August 1, 2019, attended by City Manager Keri Navratil, Assistant City Manager David Derragon, City Clerk Mayra A. Martinez, City Attorney Philip E. Havens, and Buena Vista County Supervisor Kelly Snyder. No Hayes Township Trustees attended.

WHEREAS, the Buena Vista County Auditor has been provided the legal descriptions of the real estate proposed to be annexed, and the list of the titleholders of such real estate and of all adjoining land, and has confirmed in writing that such names and legal descriptions are accurate and complete;

WHEREAS, the Buena Vista County Board of Supervisors did not adopt a resolution within thirty days after the consultation meeting, stating whether or not it supports the applications for annexation or whether it takes no position in support of or against this 100% voluntary annexation; however, by motion passed July 30, 2019, such Board did vote to take no position in support of or against the voluntary annexation;

WHEREAS, due notice of said hearing was published in the Storm Lake Times on August 23, 2019, as provided by law, setting forth the time and place for hearing on said proposed annexation;

WHEREAS, due notice of said hearing was sent by certified or regular mail on August 26, 2019, to all affected utilities, to the City of Lakeside, Iowa (the only city other than the City of Storm Lake located within two miles of the real estate proposed to be annexed), to the Board of Supervisors of Buena Vista County, Iowa, to the County Attorney of Buena Vista County, Iowa, to the Chairperson of the Board of Supervisors of Buena Vista County, Iowa, to the Attorney

General of the State of Iowa, to the Iowa Department of Transportation, to Northwest Iowa Planning and Development Commission, and to the owners of land adjoining the territory proposed to be annexed, as required by Section 368.5 and 368.7 of the Iowa Code;

WHEREAS, in accordance with said notices, those interested in the annexation, both for and against, were given opportunity to be heard with respect thereto and have presented their views to the City Council and that hearing was closed September 16, 2019;

WHEREAS, more than three business days have elapsed since the September 16, 2019 hearing on the proposed voluntary annexation and neither applicant has withdrawn the applicant's consent to the annexation; and

WHEREAS, the said notices also gave notice that, if the City Council approves the annexation of the territory described on attached Exhibit "A," the City Council would consider making the annexed territory, with an estimated population of zero persons, part of the Storm Lake 1st Voting Precinct.

NOW, THEREFORE, be it resolved by the City Council of the City of Storm Lake, Iowa as follows:

1. The annexation of the territory described on attached Exhibit "A" is consistent with the City's long range plans for the area, and is hereby approved.

2. The City Clerk, without delay, is hereby authorized and directed to forward to the City Attorney for filing with the City Development Board a certified copy of this resolution with Exhibits "A," "B," and "C" and of the affidavit of publication of the public notice of the hearing on this proposed annexation.

3. The City Attorney is hereby authorized and directed to seek approval of this 100% voluntary annexation, in its entirety and each part thereof, by the City Development Board in

accordance with the procedures established by Iowa Code Chapter 368.

4. The real estate described on attached Exhibit “A” is, for purposes of Iowa Code Section 368.24 and all other purposes, proclaimed annexed to the City of Storm Lake, Iowa, subject, however, to approval by the City Development Board established under Chapter 368 of the Code of Iowa, and effective when such Board has filed and recorded copies of applicable portions of the proceedings as required by Iowa Code Section 368.20, subsection 1, paragraph “b.”

5. At such time as the territory described on attached Exhibit “A” is effectively annexed, the annexed territory, with an estimated population of zero persons, is made part of the Storm Lake 1st Voting Precinct.

Passed and approved this 7th day of October, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

EXHIBIT "A"

COMPOSITE LEGAL DESCRIPTION OF TERRITORY APPROVED FOR ANNEXATION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION 1, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 1; thence South 00°08'18" East, along the East line of said Southwest Quarter (SW $\frac{1}{4}$), 131.94 Feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said East line, 798.82 Feet; thence South 74° 10' 45" West, 456.34 Feet; thence South 00° 08' 18" East, 120.00 Feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; thence North 89° 35' 28" West, along said North line 2201.55 Feet to the West line of the Southwest Quarter (SW $\frac{1}{4}$); thence North 00° 09' 20" West, along said West line, 1075.76 Feet to the South line of the North Eight (8) acres of the Southwest Quarter (SW $\frac{1}{4}$); thence South 88° 57' 13" East, along said South line, 2641.68 Feet to the Point of Beginning.

Hereafter known as Lot F in Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista, Iowa.

Tract contains 62.48 acres and is subject to all easements of record;

AND

That part of the Radio Road right-of-way that adjoins and lies between the western boundary of said **Lot F** and the centerline of Radio Road;

AND

A TRACT OF LAND IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE $\frac{1}{4}$ SW $\frac{1}{4}$) OF SECTION 1, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of Lot Six (6), Block One (1), Industrial Park Addition to the City of Storm Lake; thence North 89°48'44" West, along the North line of said Block One (1) 439.36 Feet; thence North 00°21'07" West, 120.00 Feet; thence North 73°58'16" East, 456.31 Feet to the Northwest (NW) corner of Lot C of Lot B of said Section 1; thence South 00°21'07" East, along the West line of said Lot C of Lot B, 247.44 Feet to the point of beginning.

Tract contains 1.85 acres and is subject to all easements of record.

Exhibit "B"

Annexation Area Proposed by Patrick L Sand and City of Storm Lake in Reference to Adjacent Parcels Not in City Limits



Legend

- City of Storm Lake
- A Patrick L Sand
- B City of Storm Lake
- C W.M. Petty
- D Carolyn S. Hopley, Trustee of the Carolyn S. Hopley Trust U/A dtd 1-24-83, and Citizens First National Bank, Trustee of the 2014 Annette Kitchen Trust



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Storm Lake is not responsible for any inaccuracies herein contained.

0 514 Feet

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PARCEL
A
B
C
D

OWNER
Patrick L. Sand
City of Storm Lake
W.M. Petty

Carolyn S. Hopley, Trustee of the Carolyn S. Hopley Trust U/A dtd 1-24-83, and Citizens First National Bank, Trustee of the 2014 Annette Kitchen Trust

VOLUNTARY INVOLUNTARY ADJACENT

X
X
X
X



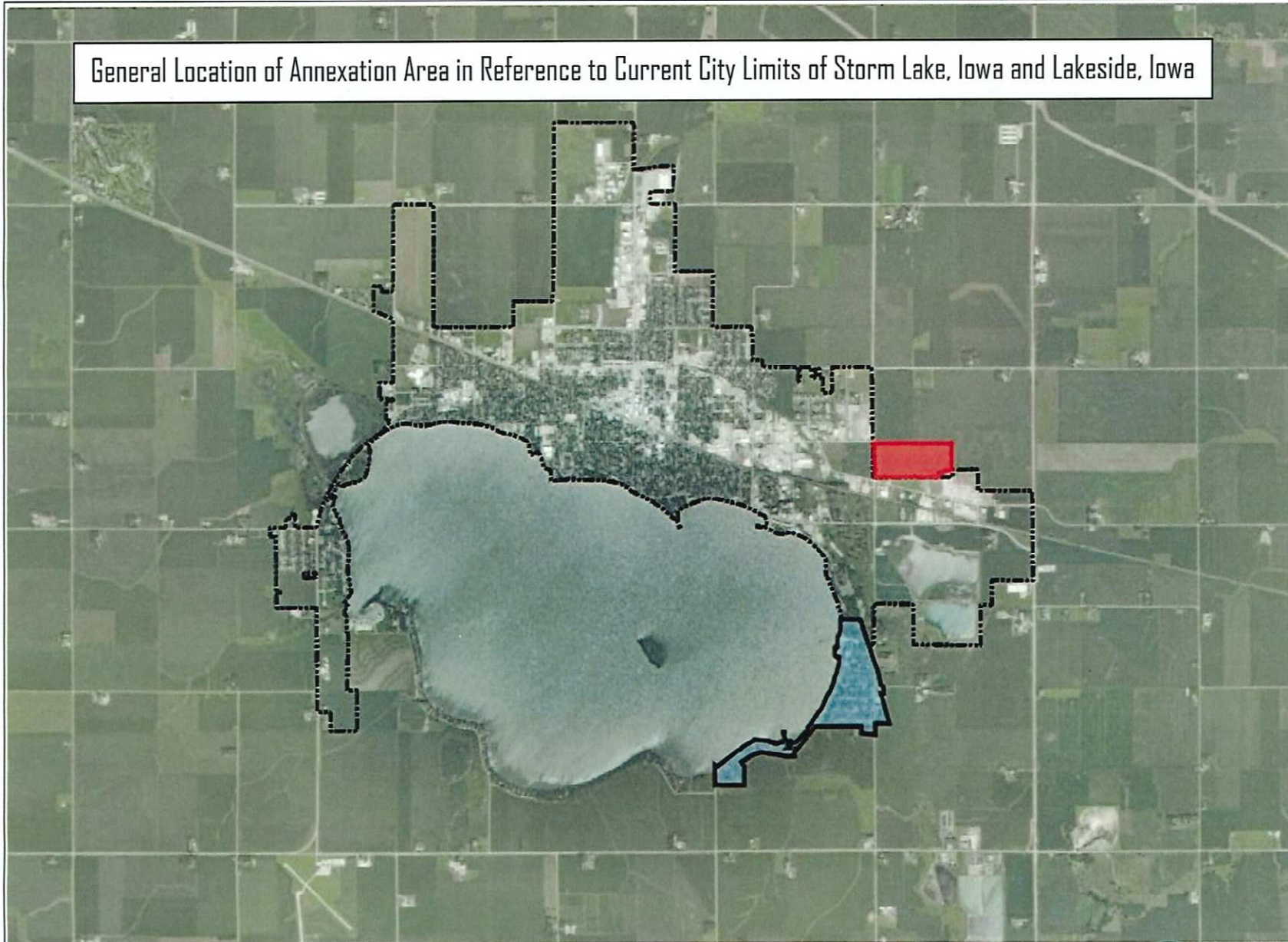
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Real People. Real Solutions.

General Location of Annexation Area in Reference to Current City Limits of Storm Lake, Iowa and Lakeside, Iowa



Legend

-  City Limits of Storm Lake
-  Annexation Area Proposed by Patrick Sand and City of Storm Lake
-  Lakeside City Limits



Disclaimer:
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Storm Lake is not responsible for any inaccuracies herein contained.

0 4,213 Feet

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Staff Summary

10/7/2019

Agenda Item # 9.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 33-R-2019-2020 Setting Dates Of A Consultation And A Public Hearing On A Proposed Amendment No. 7 To The Storm Lake Industrial Park Urban Renewal Plan In The City Of Storm Lake, State Of Iowa**

BACKGROUND: Tyson Fresh Meats (Developer) is expected to construct a new feed mill processing facility. The new facility would replace their current facility which is located in the Central Business District. The Developer is proposing to invest over \$37,000,000 in the new facility and create 15 new jobs in addition to the current 12 jobs. Construction is expected to start in 2019.

Amendment No. 7 to the Industrial Park Urban Renewal Area includes a tax rebate to not exceed \$250,000 and \$1,300,000 infrastructure improvements on Expansion Boulevard.

Prior to Council consideration, a consultation meeting with the taxing entities will be held on October 8, 2019 and a public hearing should be held on October 4, 2019.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve Resolution No. 33-R-2019-2020 setting consultation meeting and public hearing for Amendment No. 7 to the Storm Lake Industrial Park Urban Renewal Plan.

ATTACHMENTS:

Description	Type
☐ Resolution No. 33-R-2019-2020	Resolution

RESOLUTION NO. 33-R-2019-2020

RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 7 TO THE STORM LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN IN THE CITY OF STORM LAKE, STATE OF IOWA

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

WHEREAS, the Plan has subsequently been amended six times, lastly by the adoption of Amendment No. 6 to the Plan, adopted by Resolution No. 75-R-2016-2017, adopted February 20, 2017; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

A part of the South Half (S1/2) of Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, and a part of the Northeast Quarter (NE¹/₄) of Section (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter (SW¹/₄) Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.), thence 00°32' East along the West Line of said Southwest Quarter (SW¹/₄) a distance of One Thousand Two Hundred Seven and Seven Tenths Feet (1,207.70') to the Point of Beginning; thence North 90°00' East a distance of Two Thousand Six Hundred Forty Two and Six Hundredths Feet (2,642.06') to the North-South Centerline of said Section One (1); thence South 00°34' East along the North-South Centerline of said Section One (1), a distance of Four Hundred Seven and Eighteen Hundredths Feet (407.18'); thence North 90°00' East a distance of Two Thousand Six Hundred Thirty Eight and Seventy Two Hundredths Feet (2,638.72') to the East Line of said Section One (1); thence South 00°31' East along the East Line of said Section (1) a distance of One Thousand Eighty Seven and Seven Tenths Feet (1,087.7') to the Southeast Corner of said Section One (1), said Point also being the Northeast Corner of Section Twelve (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.); thence South 00°20'20" East along the East Line of said Northeast Quarter (NE¹/₄) Section Twelve (12) a distance of Two Hundred Sixty Six and Five Hundredths Feet (266.05') to the North Right of Way Line of

the Illinois Central Railroad; thence North 77°07" West along the North Right of Way Line of said Railroad a distance of Five Thousand Four Hundred Twenty Seven and Seven Tenths Feet (5,427.7') to the West Line of the Southwest Quarter (SW¼) said Section One (1); thence North 00° 32' West along the West Line of said Section (1) a distance of Five Hundred Fifty and Seventy One Hundredths Feet (550.71') to the Point of Beginning.

The above parcel contains 115.46 acres in total

MCS Industrial Addition to Storm Lake, Iowa

AND

A PART OF THE SOUTH EAST QUARTER (SE¼) OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of the Southeast Quarter (SE¼) of said Section 2; thence South 89°45'20" West along the North line of said Southeast Quarter (SE¼), a distance of 2,131.17 feet to a point on the Easterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Southerly along the Easterly right of way line of said railroad on a curve whose short chord bearings are as follows: South 29°31'40" East, a distance of 57.05 feet; thence South 23°07'17" East, a distance of 601.83 feet; thence South 16°32'54" East, a distance of 56.08 feet; thence continuing along the Easterly line of said railroad right of way South 15°59'20" East, a distance of 675.12 feet to a point on the Northerly line of the Illinois Central Railroad right of way; thence South 89°44'44" East, along the Northerly line of said railroad, a distance of 824.23 feet; thence South 1°56'40" West, a distance of 238.22 feet; thence South 76°34'40" East, a distance of 872.88 feet to a point on the East line of said Southeast Quarter (SE¼); thence North along the East line of said Southeast Quarter (SE¼) a distance of 1,759.60 feet to the point of beginning containing 62.91 acres and subject to all easements of record.

The East line of the Southeast Quarter (SE¼) of said Section 2 is assumed to bear due North and South in the above description.

AMENDMENT NO. 1 AREA

All of the property within the corporate limits that is located South of Richland Avenue and East of Flint Drove. The area also includes the full right-of-way of all streets forming the boundary.

AMENDMENT NO. 2 AREA

A parcel in Buena Vista County, Iowa beginning at a point which is at the center of the intersection of the Canadian National Railroad right of way and Radio Road in

Storm Lake, Iowa; thence South along the center line of Radio Road to the south right of way line of Highway 7; thence continuing South along the centerline of the County Road just West of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to a point that the center line intersects with the South line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence East along a South line of the Northwest Quarter (NW $\frac{1}{4}$), Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence North along the East line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the point where that East line intersects with the South line of Highway 7; thence East along the South line of Highway 7 to the point where it intersects with the center line of Gilbert Street extended South across Highway 7; thence North along the center line of Gilbert Street to the point where that line intersects with the center line of the Canadian National Railroad right of way; thence Northwesterly along the center line of the Canadian National Railroad right of way to the point of beginning.

AMENDMENT NO. 3 AREA

A tract of land located in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows:

Beginning at the Northwest (NW) Corner of Lot Seven (7), Block One (1), of Industrial Park Addition to Storm Lake; thence on a previously recorded bearing of North 90°00'00" East along the North line of said Lot Seven (7), 581.78 Feet to the West line of the East One Hundred Seventy-Five Feet (175') of said Lot Seven (7); thence North 00°10'50" West along the Northern extension of said West line of the East One Hundred Seventy-Five Feet (175'), 186.90 feet; thence South 90°00'00" West, 583.58 Feet to the East line of Lot Six (6), of said Block One (1); thence South 00°43'45" East, along said East line, 186.90 Feet to the point of beginning.

Tract contains 2.50 acres and is subject to all easements of record.

and

A tract of land located in the Southeast Quarter (SE $\frac{1}{4}$) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Northwest (NW) Corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 1; thence on a true bearing of South 00°21'07" East along the West line of said Southeast Quarter (SE $\frac{1}{4}$), 930.76 Feet to the point of beginning; thence South 89°10'02" East 838.14 Feet; thence South 00°21'07" East, 645.29 Feet to the North line of the Industrial Park Addition to the

City of Storm Lake; thence North 89°50'14" West, along said North line, 255.00 Feet; thence North 00°02'17" East, 186.90 Feet; thence North 89°47'21" West, 583.58 Feet to the East line of Lot Six (6), Block One (1) of said Industrial Park Addition; thence North 00°32'05" West, along said East line, 220.28 Feet to the Northeast (NE) Corner of said Lot Six (6); thence North 00°21'07" West, along the West line of the Southeast Quarter (SE¼), 247.44 Feet to the point of beginning. Hereafter referred to as Lot C of Lot B in Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 10.00 acres and is subject to all easements of record; and

AMENDMENT NO. 4

No land added or removed.

AMENDMENT NO. 5

No land added or removed.

AMENDMENT NO. 6

No land added or removed.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 7 to the Plan ("Amendment No. 7" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add land to the Urban Renewal Area and to authorize additional projects to be undertaken within the Urban Renewal Area; and

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

WHEREAS, this proposed Amendment No. 7 adds land to the Urban Renewal Area, as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 1 TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW ¼) of said Section 1; Thence South 00° 08' 18" East, along the East line of said Southwest Quarter (SW ¼), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said West line, 798.82 feet; Thence South 74° 10' 45" West, 456.34 feet; Thence South 00° 08' 18" East, 120.00 feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28" West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW

¼); Thence North 00° 09' 20" West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¼); Thence South 88° 57' 13" East, along said South line, 2641.68 feet to the Point of Beginning.

Hereafter known as Lot F in Section 1 Township 90 North, Range 37 West of the 5th P.M., Buena Vista, Iowa.

Tract contains 62.48 acres and is subject to all easements of record.

WHEREAS, the land proposed to be added to the Urban Renewal Area includes land classified as agricultural land and written permission of the current owner will be obtained; and

WHEREAS, the land proposed to be added to the Urban Renewal Area is outside the corporate limits of, but within two miles of, the City, and the City will seek consent from Buena Vista County in the form of a joint agreement allowing the City to operate within the Urban Renewal Area, as proposed to be amended; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 7 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 7 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 7 required by Section 403.5(2), Code of Iowa, as amended, shall be held on the October 14, 2019, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 1:00 P.M., and the City Manager, or her delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 7, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE
CITY OF STORM LAKE, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED AMENDMENT NO. 7 TO THE STORM LAKE
INDUSTRIAL PARK URBAN RENEWAL PLAN FOR THE
CITY OF STORM LAKE, STATE OF IOWA

The City of Storm Lake, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 1:00 P.M. on October 14, 2019, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa concerning a proposed Amendment No. 7 to the Storm Lake Industrial Park Urban Renewal Plan for the Storm Lake Industrial Park Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Manager, or her delegate, as the designated representative of the City of Storm Lake, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 7 to the Storm Lake Industrial Park Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this _____ day of _____, 2019.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 7 before the City Council at its meeting which commences at 5:00 P.M. on November 4, 2019, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Storm Lake Times, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 7 TO THE STORM LAKE
INDUSTRIAL PARK URBAN RENEWAL PLAN FOR AN
URBAN RENEWAL AREA IN THE CITY OF STORM LAKE,
STATE OF IOWA

The City Council of the City of Storm Lake, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:00 P.M. on November 4, 2019 in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, to consider adoption of a proposed Amendment No. 7 to the Storm Lake Industrial Park Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Storm Lake, State of Iowa, which Amendment proposes to add the land legally described as follows to the Urban Renewal Area:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 1 TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW ¼) of said Section 1; Thence South 00° 08' 18" East, along the East line of said Southwest Quarter (SW ¼), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said West line, 798.82 feet; Thence South 74° 10' 45" West, 456.34 feet; Thence South 00° 08' 18" East, 120.00 feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28" West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW ¼); Thence North 00° 09' 20" West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¼); Thence South 88° 57' 13" East, along said South line, 2641.68 feet to the Point of Beginning.

Hereafter known as Lot F in Section 1 Township 90 North, Range 37 West of the 5th P.M., Buena Vista, Iowa.

Tract contains 62.48 acres and is subject to all easements of record.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Storm Lake, Iowa.

The City of Storm Lake, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Amendment No. 4 Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Amendment No. 4 Area, the Amendment provides that such special

financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 7 would add land to the Urban Renewal Area and authorize additional projects to be undertaken within the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this _____ day of _____, 2019.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 7, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 7 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 7th day of October, 2019.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

EXHIBIT 1

STORM LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN

AMENDMENT NO. 7

CITY OF STORM LAKE, IOWA

Original Area Adopted – 1991

Amendment No. 1 – 2004

Amendment No. 2 – 2010

Amendment No. 3 – 2013

Amendment No. 4 – 2015

Amendment No. 5 – 2016

Amendment No. 6 – 2017

Amendment No. 7 – 2019

LOCAL GOVERNMENT PROFESSIONAL SERVICES, INC.
DBA SIMMERING-CORY

AMENDMENT NO. 7
to
STORM LAKE INDUSTRIAL PARK
URBAN RENEWAL PLAN
CITY OF STORM LAKE, IOWA

The Storm Lake Industrial Park Urban Renewal Plan (“Plan”) for the Storm Lake Industrial Park Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 1991, and amended in 2004, 2010, 2013, 2015, 2016, and 2017 is being further amended to, among other things, add land to the Urban Renewal Area and to authorize projects to be undertaken within the Urban Renewal Area by this Amendment No. 7 (“Amendment”).

The original Storm Lake Industrial Park Urban Renewal Area and each of its amendment areas may be referred to as Subareas in this Amendment. The property added by this Amendment No. 7 is called the Amendment No. 7 Subarea. The Subareas make up the Urban Renewal Area.

This Storm Lake Industrial Park Urban Renewal Plan, Amendment No. 7 repeats much of the Storm Lake Industrial Park Urban Renewal Plan Amendment No. 6, adopted in 2017. The material changes by this Amendment include the following:

- Updating the Project Objectives section (page 3);
- Updating the Project Activities section (page 4);
- Updating the Previously Authorized Urban Renewal Projects section (page 6);
- Adding new Eligible Urban Renewal Projects section (page 7);
- Updating the Financial Information section (page 10);
- Updating the Development Plan section (Page 11);
- Adding an Agricultural Land section (page 12);
- Adding a Joint City/County Agreement section (page 13);
- Adding land described as Amendment No. 7 Subarea; such Amendment No. 7 Subarea is described in Exhibit “A” (page 15) and illustrated in Exhibit “B” (page 16);
- Updating Exhibit “C,” a map of the entire Area, as amended (page 17);
- Adding Exhibit “D,” an Agricultural Land Owner Consent Agreement (page 18); and
- Adding Exhibit “E,” a Joint City/County Agreement (page 21).

Except as modified by this Amendment, the provisions of the original Storm Lake Industrial Park Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

DESCRIPTION OF THE URBAN RENEWAL AREA

A legal description of the property being added to the Urban Renewal Area, the Amendment No. 7 Subarea, is attached hereto as Exhibit “A.” A map of the land being added by Amendment No. 7 is attached hereto as Exhibit “B.” A map of the entire Urban Renewal Area, as amended, is attached hereto as Exhibit “C.”

AREA DESIGNATION

The Urban Renewal Area previously has been designated as a mixed area for the remediation of blight and promotion of economic development (commercial and industrial) activities. The Amendment No. 7 Subarea contains land that is assessed as agricultural land, which land is not a “blighted area” as defined in *Code of Iowa* Section 403.17(5). However, with respect to the Amendment No. 7 Subarea, the City hereby finds this Subarea appropriate for economic development (commercial and industrial) activities and is including the Amendment No. 7 Subarea in the Urban Renewal Area as only an economic development area. Together these findings continue to support the designation of the entire Urban Renewal Area, excluding the Amendment No. 7 Subarea, which is only designated as an economic development area, as a mixed area appropriate for the remediation of blight and the promotion of economic development (commercial and industrial) activities.

PROJECT OBJECTIVES

Renewal activities are designed to provide opportunities and incentives for community development purposes including new and expanded commercial and industrial development as well as revitalization and alleviation of blighting conditions. More specific objectives include:

1. To achieve a diversified, well balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan and provide sufficient land for commercial, residential, and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public works and facilities, which contribute to the revitalization of the Area.
4. To eliminate blighting influences and promote revitalization, through public action and commitment, or by providing incentives to private persons or businesses, to acquire, rehabilitate, renovate, demolish, and/or redevelop existing structures or property.
5. To stimulate through public action and commitment, private investment in residential development as part of blight remediation activities. The City realizes that the availability of affordable, decent, safe, and sanitary housing is important to the overall economic viability of the community.
6. To encourage commercial and industrial growth and expansion through governmental policies which make it economically feasible to do business.
7. To provide a more marketable and attractive investment climate through the use of various federal, state, and local incentives.

8. To stimulate, through public action and commitment, private investment in commercial and industrial expansion.
9. To help develop a sound economic base that will serve as the foundation for future growth and development.
10. To provide facilities offering diversified and expanded recreational opportunities, which will help improve the quality of life and contribute to the overall viability of the community.
11. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
12. To enhance the Storm Lake community by fostering an entrepreneurial climate, diversifying the local economy, encouraging opportunities for new businesses, and supporting retention of existing businesses.
13. To provide for the installation and upgrade of public works, infrastructure, including but not limited to, storm water collection and conveyance system, sanitary sewer facilities, water utility infrastructure, pedestrian pathways (sidewalks and trails), roads, and related facilities which alleviate blighting influences and contribute to the sound economic development of the Area.
14. To preserve the health, safety, living environment, general character, and general welfare of the City of Storm Lake, Iowa.
15. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan, as amended, and to encourage the development of the Area, as amended, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.

3. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
4. To dispose of property that has been acquired.
5. To undertake blight remediation activities.
6. To demolish structures and to clear the land for future development so as to revitalize the Area and alleviate blighting conditions.
7. To make loans, forgivable loans, grants, tax rebate payments or other types of grants or incentives to private persons or businesses for economic development, revitalization, or blight remediation purposes, on such terms as may be determined by the City Council.
8. To finance programs which will directly benefit housing conditions and promote the availability of housing in the community.
9. To arrange for or cause to be provided the construction, expansion, or repair of public infrastructure including, but not limited to, streets and sidewalks, traffic lights, pedestrian safety measures, water mains, sanitary sewers, storm sewers, public utilities, bike and walking trails, landscaping, or other recreational facilities and activities in connection with urban renewal project which serve to revitalize the area and alleviate blighting conditions, or promote economic development in the Area.
10. To borrow money and to provide security therefor.
11. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
12. To use tax increment financing for a number of purposes, including but not limited to, achieving a more marketable and competitive land offering price and providing for necessary physical improvements and infrastructure.
13. To use tax increment revenues to help leverage grants, loans, or other assistance from state and federal governments (such as providing the local match for such assistance) in support of projects or businesses that advance the objectives of this Plan, as amended.
14. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Storm Lake and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan, as amended.

PREVIOUSLY AUTHORIZED URBAN RENEWAL PROJECTS

Various Urban Renewal Projects were authorized prior to this Amendment No. 7 and are continuing. Such previously authorized urban renewal projects include, but are not limited to:

- Honda Shop Development. This project was added in Amendment No. 2 and is no longer being pursued. As of this Amendment the project is being removed from the list of eligible projects.
- Meridian Manufacturing Development. This project was added in Amendment No. 3 and is no longer being pursued. As of this Amendment the project is being removed from the list of eligible projects.
- Condominium Redevelopment. This project was added in Amendment No. 3 and is being removed from the list of eligible projects. The FB Storm Lake II Condo Development Project authorized in Amendment No. 5 has replaced this project.
- McKenna Drive Water and Sewer. This project was added in Amendment No. 3 and is complete. The City has \$647,637.50 of outstanding certified debt remaining on this project.
- King's Pointe Resort, Project AWAYISIS. This project was added in Amendment No. 3 and is complete. The City has \$18,586,468 in certified debt currently outstanding on this project.
- Gold Wing Drive. This project was added in Amendment No. 3 and has not started as of this Amendment. The City still anticipates that the project will move forward over the next few years. With this Amendment the City is authorizing additional funds for this project. Please see the Eligible Urban Renewal Projects section on page 8.
- Memorial Road Resurfacing. This project was added with Amendment No. 3 and has not started as of this Amendment. The City anticipates that this project will still occur but costs for the project have increased. With this Amendment the City is authorizing additional funds for this project. Please see the Eligible Urban Renewal Projects section on page 9.
- Expansion Boulevard Storm Water Project. This project was added with Amendment No. 3 and as of this Amendment the project has been completed. The City has \$1,027,762 in outstanding debt related to this project.
- Expansion Boulevard Sanitary Sewer Project. This project was added with Amendment No. 3 and as of this Amendment has not yet been started. The City anticipates that this project will still occur but costs for the project have increased. With this Amendment the City is authorizing additional funds for the project. Please see the Eligible Urban Renewal Projects section on page 9.
- Acquisition and Demolition of Dilapidated Structures. This project was identified in Amendment No. 3 and is still ongoing at this time. The City expects to have a continued

need for this project in the future. There is currently no outstanding debt that has been certified for this project.

- HWY 7 Development Agreements. This project was identified in Amendment No. 3 and is ongoing. There is no debt currently certified on this project.
- Orton Development, LLC. This project was added in Amendment No. 4 and is being removed from the list of eligible projects. The FB Storm Lake II Condo Development Project authorized in Amendment No. 5 has replaced this project.
- Entrance Roads and Sidewalk Along Sunrise Park Road. This project is underway, and the City anticipates that it will be completed in the next year or two. With this Amendment the City is authorizing additional funds for the project. Please see the Eligible Urban Renewal Projects section on page 9.
- FB Storm Lake II, LLC. This project was added in Amendment No. 5 and is ongoing. The City anticipates the project will continue over the next few years. Currently there is no debt certified on this project.
- King's Pointe Remodel. The City added this project in Amendment No. 6. The project is ongoing and currently the City has outstanding certified debt of \$108,000 for this project. The project will continue over the next few years and additional debt is anticipated.
- Outdoor Waterpark Concrete. The City added this project in Amendment No. 6. The project is still ongoing. Currently the City has no certified debt outstanding on this project. The City anticipates the project will continue over the next few years.
- Memorial Park Storm Water Improvements. This project was added in Amendment No. 6 and still outstanding. There is currently no outstanding debt certified against this project. The City does anticipate that this project will continue.

Collectively, as of the date of this Amendment, certified debt on these projects is approximately \$20,492,565.50. Other previously authorized projects that have not yet begun are still planned as outlined in previous amendments and are expected to add to the amount of certified debt as they are undertaken.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 7)

Although certain project activities may occur over a period of years, in addition to projects previously authorized in the Plan, as previously amended, the eligible urban renewal projects under this Amendment No. 7 include:

1. Public Improvements.

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds	Rationale
Sanitary Sewer Lining Project	2019-2022	\$400,000	Improvements to the existing sanitary sewer collection system are needed to ensure a consistent and reliable utility by which to transport wastewater to Memorial Lift Station and ultimately the City's wastewater treatment facility.

			The existing lines are older, and the City believes that lining the pipes at this time can prolong their life while reducing the impacts of inflow and infiltration to the system and businesses within the Area.
Water Line Extensions	2019-2022	\$200,000	To facilitate the future growth of the area, including the proposed project by Tyson Fresh Meats (or a related entity), the City needs to extend water mains to allow the City to service the new facilities and provide an adequate supply of water for fire protection.
Expansion Boulevard Road Improvements	2019-2022	\$700,000	The City anticipates additional heavy truck traffic coming in and out of the new Tyson Fresh Meats (or a related entity) feed mill facility. This project will improve the road surface to better facilitate the increased traffic and heavier loads.
Memorial Lift Station Improvements	2020-2025	\$2,500,000	The City anticipates utilizing available increment to provide for improvements to Memorial Lift Station. It was originally constructed in 1983, and is one of the City's main lift stations responsible for delivering over half of the City's sanitary sewer flow to their treatment plant, including serving the Urban Renewal Area. The lift station is in need of process improvements and rehabilitation of key elements to ensure that it can meet the demand of existing and proposed new developments in the Area.

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds	Rationale
Gold Wing Drive Frontage Road	2020-2026	\$700,000 (In addition to funds previously allocated in Amendment No. 3.)	This project would construct a new frontage road to improve access to and promote the future development of land owned by the City on the south side of HWY 7/Business HWY 71.
Memorial Road Resurfacing Project	2020-2026	\$1,100,000 (In addition to funds previously allocated in Amendment No. 3.)	This project will resurface an existing gravel road to a hard surface street more suitable for traffic common to developed areas. Recent developments in the area as well as future projected development will increase traffic on this road and the need for a hard surface street to eliminate costly maintenance and negative impacts to neighboring businesses.
Expansion Blvd. Sanitary Sewer from Gilbert Street to HWY 71 and along HWY 71.	2020-2030	\$1,800,000 (In addition to funds previously allocated in Amendment No. 3.)	The proposed project will extend municipal sanitary sewer service to the undeveloped portion of the City's industrial park providing for the future development of the area and opening up additional area for future development along HWY 71. The project includes the construction of sanitary sewer collection mains and a lift station.
Sunrise Park Road Entrance Roads and Sidewalk.	2019-2021	\$450,000 (In addition to funds previously allocated in Amendment No. 5.)	The City is providing two-way access on City-owned property to a blight remediation project that will support growth of housing within the community.
Note: It may be that the above costs will be reduced by the application of state and/or federal grants or programs; cost-sharing agreements with other entities; or other available sources of funds.			

2. Development Agreements: The City expects to consider requests for Development Agreements for the following projects that are consistent with this Plan, in the City's sole discretion.

A. *Tyson Fresh Meats (or a related entity):* The City expects to consider providing incentives to assist Tyson Fresh Meats (or a related entity) (the "developer") in the development of a new feed mill processing facility. The new facility would replace their current facility which is located within a block of the central business district creating traffic flow issues along with noise and odor issues within the heart of the City. The developer is proposing to invest approximately \$37,000,000 in the new facility. The developer anticipates creating 15 new jobs and the retention of 12. Construction is

expected to start in 2019 and be completed in 2020. The City anticipates making grants to the developer in the form of rebates of incremental taxes generated by the project, not to exceed \$250,000, subject to the terms and conditions of a detailed development agreement. These rebates will not be general obligations of the City but will be payable solely from the incremental taxes generated by the project.

B. *Future Development Agreements:* The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, as amended, in the City's sole discretion. Such agreements are unknown at this time, but based on past history and dependent on development opportunities and climate the City expects to consider a broad range on incentives as authorized by this Plan, as amended, including, but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such development agreements will not exceed \$500,000.

3. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds
Fees & Costs	Undetermined	Not to Exceed \$25,000

FINANCIAL INFORMATION

1.	July 1, 2019 Constitutional Debt Limit:	\$25,068,438.00
2.	Outstanding General Obligation Debt:	\$19,820,582.00
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 7) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 7) as described above and be funded by TIF funds will be approximately as stated in the next column:	\$8,625,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the area.

DEVELOPMENT PLAN

Storm Lake has a general plan for the physical development of the City, as a whole, outlined in the Storm Lake Comprehensive Plan that was adopted by the City Council in February 2013.

The goals, objectives, and projects proposed in this Urban Renewal Plan, as amended, are consistent with the City's Comprehensive Plan.

The Amendment No. 7 Subarea is in the process of being annexed into the City. Upon the completion of the annexation process the City is proposing that the land be zoned GI, General Industrial, which is appropriate for the proposed development.

This Amendment No. 7 does not in any way replace the City's current land use planning or zoning regulation process.

URBAN RENEWAL FINANCING

The City intends to utilize various financing tools, such as those described below, to successfully undertake eligible urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area, as amended. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements or urban renewal projects within the Area, as amended, or incentives for development consistent with this Plan, as amended. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be that the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area, as amended.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in the Plan, as amended. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any

event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

PROPERTY ACQUISITION/DISPOSITION

Notwithstanding prior plan provisions, the City will follow any and all applicable requirements for the acquisition and disposition of property upon terms and conditions in the discretion of the City Council.

RELOCATION

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

PROPERTY WITHIN AN URBAN REVITALIZATION AREA

The Urban Renewal Area may (now or in the future) also be located within an established Urban Revitalization Area. The Storm Lake City Council, at its sole discretion, shall determine which incentives are available through either: (a) this Plan for urban renewal incentives, if any urban renewal incentives are offered by the City, at the City Council's sole discretion; or (b) tax abatement incentives through Urban Revitalization but no individual or entity shall be eligible for both (a) and (b).

STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform with State and local laws will be complied with by the City in implementing this Urban Renewal Plan, as amended, and its supporting documents.

AGRICULTURAL LAND

Because the Urban Renewal Area contains land that is defined as "agricultural land" by the *Code of Iowa* Section 403.17(3), the City and the agricultural land owner have entered into an agreement in which the agricultural land owner agrees to allow the City to include real property, defined as "agricultural land," in the Urban Renewal Area. A copy of this agreement is attached as Exhibit "D." The original signed agreements are on file at the City Clerk's office.

JOINT CITY/COUNTY AGREEMENT

In accordance with Section 403.17 of the *Code of Iowa*, a City may exercise urban renewal powers with respect to property which is located outside, but within two miles of the boundary of a City only if the City obtains the consent of the County within which such property is located. A Joint Agreement has been executed by the City of Storm Lake and Buena Vista County, which gives the City permission to include land, which is outside city limits, in the Storm Lake Industrial Park Urban Renewal Area. A copy of such Joint City/County Agreement is attached hereto as Exhibit "E." The original signed Joint Agreement is on file at City Hall.

REPEALER AND SEVERABILITY CLAUSE

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed. If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

URBAN RENEWAL PLAN AMENDMENTS

The Urban Renewal Plan may be amended from time to time for a variety of reasons, including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

EFFECTIVE PERIOD

This Amendment No. 7 will become effective upon its adoption by the City Council and will remain in effect until it is repealed by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council.

There is no expiration date on the collection of tax increment in the Original Subarea because it is a mixed area for the remediation of blight and the promotion of economic development (commercial and industrial). With respect to the property included within the Amendment No. 7 Subarea, which is also included in an ordinance which designates that property as a tax increment area based on an economic development finding, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, is limited to twenty (20) years beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF Ordinance of the Amendment No. 7 Subarea.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out within the Urban Renewal area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

EXHIBIT A
LAND TO BE ADDED BY AMENDMENT NO. 7
STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 1 TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW ¼) of said Section 1; Thence South 00° 08' 18" East, along the East line of said Southwest Quarter (SW ¼), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said West line, 798.82 feet; Thence South 74° 10' 45" West, 456.34 feet; Thence South 00° 08' 18" East, 120.00 feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28" West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW ¼); Thence North 00° 09' 20" West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¼); Thence South 88° 57' 13" East, along said South line, 2641.68 feet to the Point of Beginning.

Hereafter known as Lot F in Section 1 Township 90 North, Range 37 West of the 5th P.M., Buena Vista, Iowa.

Tract contains 62.48 acres and is subject to all easements of record.

EXHIBIT B

STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA

MAP LAND ADDED BY AMENDMENT NO. 7



Storm Lake Industrial Park - Exhibit B
September 2019

Land Added by Amendment No. 7

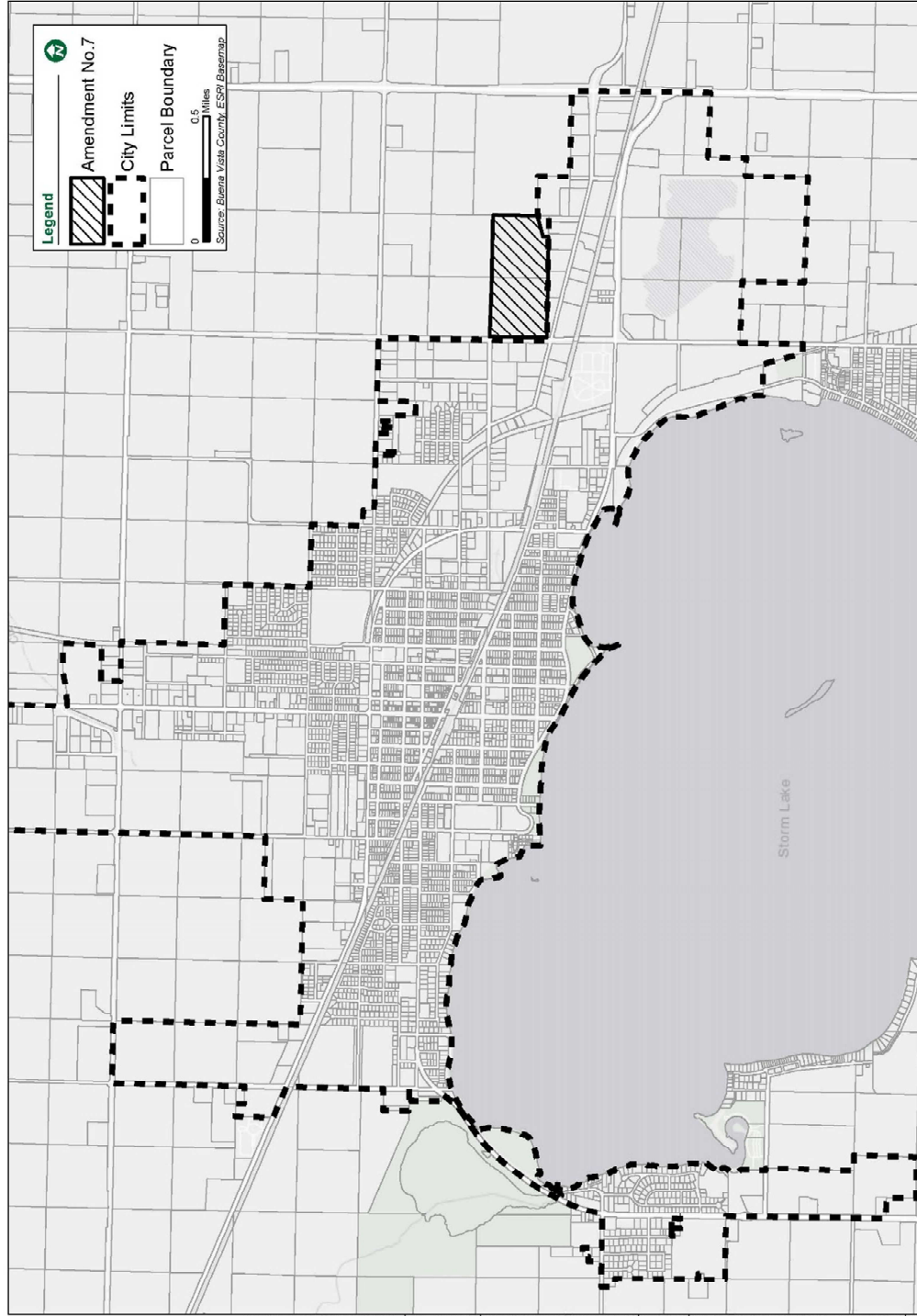


EXHIBIT C

STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA

MAP SHOWING ALL SUBAREAS (2019)

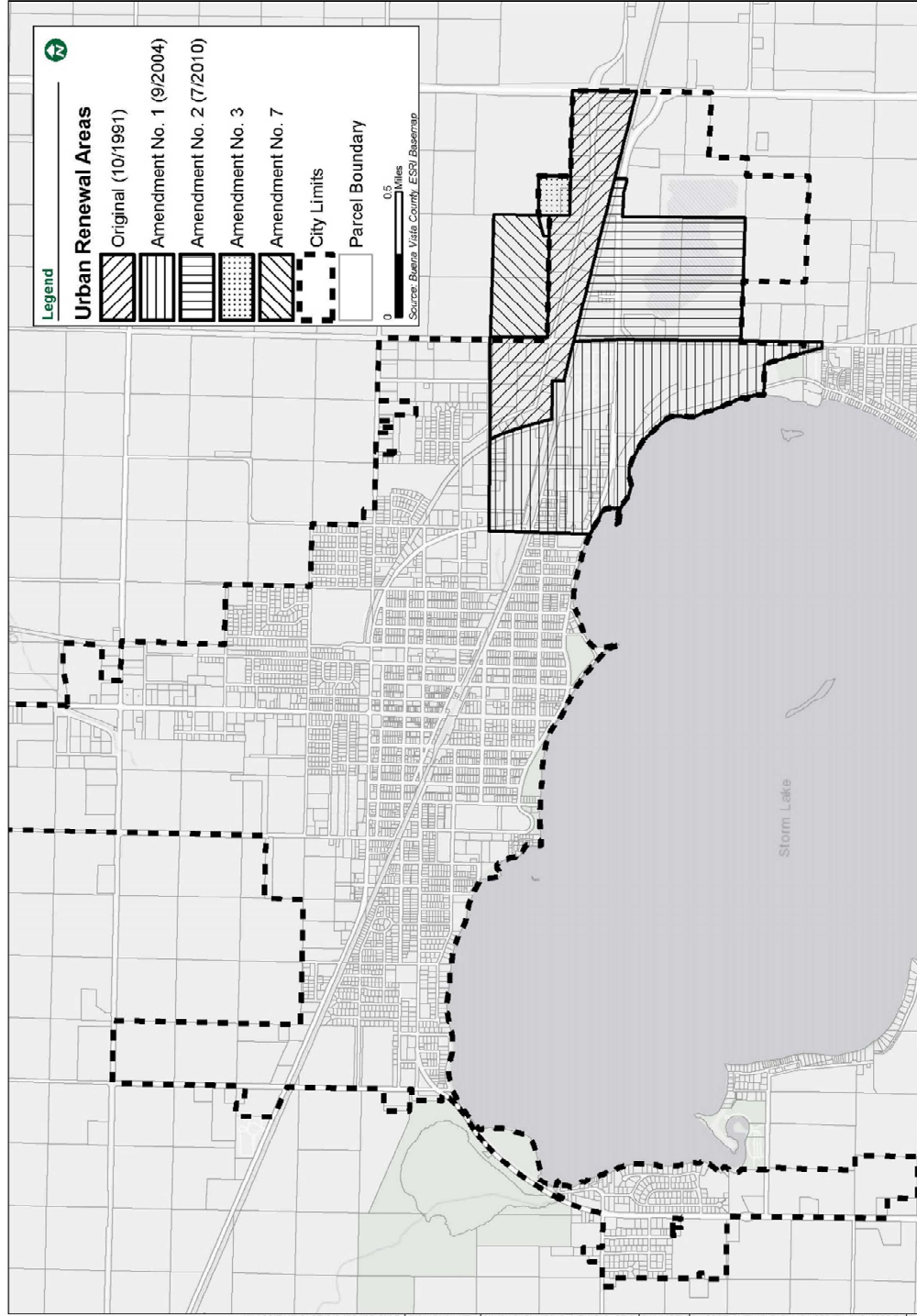


EXHIBIT D
AGRICULTURAL LAND CONSENT
AGREEMENT TO INCLUDE AGRICULTURAL LAND IN THE
STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA, AS AMENDED

WHEREAS, the City of Storm Lake, Iowa, (the “City”) has proposed to amend the Storm Lake Industrial Park Urban Renewal Plan (“Plan”) for the Storm Lake Industrial Park Urban Renewal Area (the “Urban Renewal Area”), pursuant to Chapter 403 of the *Code of Iowa*, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of land to be included in the Urban Renewal Area will contain certain property owned by the undersigned Agricultural Land Owner; and

WHEREAS, Section 403.17(10) of the *Code of Iowa* provides that no property may be included in an urban renewal area which meets the definition of “agricultural land,” in Section 403.17(3) until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that a portion of the property proposed to be added to the Urban Renewal Area and owned by the Agricultural Land Owner listed below meets the definition of “agricultural land” in Section 403.17(3) of the *Code of Iowa*;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain property proposed to be added to the Urban Renewal Area, as amended, and agrees that the City of Storm Lake, Iowa, may include such property within the Urban Renewal Area, as amended. A legal description and map of the agricultural land to which consent is being given is attached as part of this Exhibit.

2. The Agricultural Land Owner further authorizes the governing body of the City of Storm Lake, Iowa, to pass any resolution or ordinance necessary to designate such property as part of the Urban Renewal Area under Chapter 403 of the *Code of Iowa*, and to proceed with activities authorized under said Chapter.

DATED this ____ day of _____, 2019.

Name of Agricultural Landowner: Patrick L. Sand

Signature

Date: _____

Witness:

Date: _____

LEGAL DESCRIPTION AND MAP OF LAND CONSENTED TO BE ADDED TO THE
STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF
SECTION 1, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M.,

**BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:**

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW¹/₄) of said Section 1; Thence South 00° 08' 18" East, along the East line of said Southwest Quarter (SW ¹/₄), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said East line, 798.82 feet; Thence South 74° 10' 45" West, 456.34 feet; Thence South 00° 08' 18" East, 120.00 feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28" West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW ¹/₄); Thence North 00° 09' 20" West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¹/₄); Thence South 88° 57' 13" East, along said South line, 2641.68 feet to the Point of Beginning.

Hereafter known as Lot F in Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista, Iowa.

EXHIBIT E

JOINT AGREEMENT

WHEREAS, the City of Storm Lake, State of Iowa, (the "City") desires to amend an urban renewal area to include property within two miles, but outside the corporate limits, of the City for the purpose of participating in an urban renewal project; and

WHEREAS, the City Council of the City has reviewed the Storm Lake Industrial Park Urban Renewal Plan, as amended, for the Storm Lake Industrial Park Urban Renewal Area, as amended, and has determined that the amendment of the area by a proposed Amendment No. 7 to the Storm Lake Industrial Urban Renewal Plan, and completion of the projects described therein are in the best interests of the City; and

WHEREAS, Iowa Code Section 403.17(4) requires a "joint agreement" between the City and the County before the City can proceed with said project.

NOW THEREFORE, BUENA VISTA COUNTY, STATE OF IOWA AND THE CITY OF STORM LAKE, STATE OF IOWA, AGREE AS FOLLOWS:

1. The Board of Supervisors of Buena Vista County, State of Iowa hereby agrees and authorizes the City of Storm Lake, State of Iowa, to proceed with the amendment of the Storm Lake Industrial Park Urban Renewal Area as described in Amendment No. 7 to the Storm Lake Industrial Park Urban Renewal Plan, as amended, and the undertaking of urban renewal projects described therein within two miles, but outside the corporate limits, of the City.

2. This "joint agreement" is intended to meet the requirements of Iowa Code Chapter 403.17(4) with respect to the amendment of the Storm Lake Industrial Park Urban Renewal Area in the City, to include property located within two miles, but outside the corporate limits, of the City, in the Urban Renewal Area.

3. This Joint Agreement has been duly authorized by the governing bodies of Buena Vista County, State of Iowa and the City of Storm Lake, State of Iowa.

PASSED AND APPROVED this _____ day of _____, 2019.

[Signature pages follow]

BUENA VISTA COUNTY, STATE OF IOWA

Paul Merten, Chairperson, Board of
Supervisors

ATTEST:

Susan K. Lloyd, County Auditor

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2019, before me a Notary Public in and for the State of Iowa, personally appeared Paul Merten and Susan K. Lloyd to me personally known, who being duly sworn, did say that they are the Chairperson and Secretary, respectively, of Buena Vista County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Secretary acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.

Notary Public in and for Buena Vista County, Iowa

PASSED AND APPROVED this _____ day of _____, 2019.

CITY OF STORM LAKE, STATE OF IOWA

Michael Porsch, Mayor

ATTEST:

Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2019, before me a Notary Public in and for said County, personally appeared Michael Porsch and Mayra Martinez to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Buena Vista County, Iowa

Staff Summary

10/7/2019

Agenda Item # 10.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Professional Services Agreement with ISG for Memorial Lift Station Improvements**

BACKGROUND: Memorial Lift station was originally built in 1983 and is an integral part of the wastewater system as 70% of wastewater flows through this lift station. The City intends to apply for a Community Development Block Grant (CDBG) to add redundancy to the system to ensure that that we do not bypass into the lake or to cause 70% of the community to not have access to the wastewater system.

ISG will provide the following services:

- 3D Scan and Topographic Survey
- Design and Permitting
- Bid Administration
- Construction Administration/Staking

FISCAL IMPACT: The total contract with ISG will not exceed \$298,000 and will be funded by Wastewater funds.

RECOMMENDATION: Motion to approve Professional Services Agreement with ISG in the amount of \$298,000 for the Memorial Lift Station Facility Improvements

ATTACHMENTS:

Description	Type
ISG Professional Services Agreement	Contract

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 30, 2019 (“Effective Date”) between the City of Storm Lake (“Owner”) and I+S Group, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: **Memorial Lift Station Improvements** (“Project”).

Engineer’s services under this Agreement are generally identified as follows:

A. 3D Scan and Topographic Survey

Engineer will visit the site and perform a 3D scan of the interior of the existing structure to develop a model of the existing structure during design. A topographic survey of the surrounding site will be performed to generate site plans in design.

B. Design

Design scope: Improvements to the civil, process, electrical, structural, HVAC, and plumbing systems as outlined in the Memorial Lift Station Facility Plan.

Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by the Contractor. Revise Drawings and Specifications as needed in response to review by Owner, Stakeholders, and applicable Public Agencies. Provide Owner with opinion of probable construction cost. Meet with Owner at 90% design completion to review the plans, specifications, and opinion of probable construct cost. Provide Final Plans and Specifications signed by licensed engineers to Owner.

C. Permitting

Engineer will submit final plans and specifications to Iowa Department of Natural Resources (IDNR) along with necessary permit schedules in order to obtain a wastewater construction permit from IDNR.

D. Bid Administration

Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors and revise bidding documents as needed. Attend a pre-bid meeting with contractors at the Owner’s facility to allow contractors an opportunity to review the project site and potential project sequencing. Provide assistance with bid solicitation through notification and invitation of contractors, furnishing plans and specifications as requested, answer question of the contractors and Owner, issuance of addenda as necessary, attendance at the bid opening, preparation of recommendation of award letter, and contract preparation.

E. Construction Administration

Provide shop drawing review and participate in a Pre-Construction Conference prior to commencement of Work at the Site. Receive, review, and determine the acceptability of any and all schedules and requests that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, Schedule of Values, Pay Requests, and Change Orders. Perform site walk-through to approve project close-out and provide project closeout documents. Provide progress updates to Owner.

F. Construction Staking

As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgement are necessary to enable Contractor to proceed. Provide construction surveys for staking to enable Contractor to perform work.

G. Resident Project Representative

Provide the services of a Resident Project Representative (RPR) at the site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit A. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit A.

As-built drawings will be prepared based on RPR's field notes and Owner or Owner's representative's input at the end of construction and identify any changes to the Drawings and Specifications. Perform and provide alterations as deemed necessary.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in

addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, and 2.02 (Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum and Hourly Rates*

- A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of **\$176,000**.

- a. The Lump Sum Phases as included in the Proposal are subdivided as follows:

3D Scan and Topographic Survey	<u>\$10,000</u>
Design	<u>\$145,000</u>
Permitting	<u>\$6,000</u>
Bid Administration	<u>\$15,000</u>

2. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employee's times standard hourly rates for each applicable billing class for all construction and material testing services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix I. This amount is estimated at **\$122,000**.

- a. The Time and Materials Phases included in the Proposal are subdivided as follows:

Construction Administration	<u>\$55,000</u>
Construction Staking	<u>\$2,000</u>
Resident Project Representative	<u>\$65,000</u>

- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the

- Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Engineer shall procure and maintain Professional Liability Insurance in the Annual Aggregate amount of \$2,000,000 excluding fees, cost and expenses of investigation, claims adjustment, defense, and appeal. Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from the negligence, and professional errors or omissions, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or consultants in the performance of this Agreement (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's Professional Liability insurers in settlement or satisfaction of Owner's Claims under the terms and condition of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). Certificates of insurance will be provided to Owner upon request.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and

Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

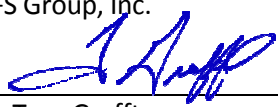
- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Storm Lake

Engineer: I+S Group, Inc.

By: _____
Print name: _____
Title: _____
Date Signed: _____

By:  _____
Print name: Tom Grafft
Title: Associate Principal
Date Signed: September 30, 2019

Engineer License or Firm's Certificate No. (if required):

State of: Iowa

Address for Owner's receipt of notices:
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

Address for Engineer's receipt of notices:
I+S Group, Inc.
1725 N. Lake Ave
Storm Lake, IA 50588

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **September 30, 2019**.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

See attached.

Firm 2019 Standard Hourly Rates

Rates effective as of January 1, 2019 and are subject to change on an annual basis.

ISG

EMPLOYEE TYPE HOURLY RATE

Administrative

I - IV \$64-120

Architect

I - Senior \$106-190

Architectural Designer

I - Senior \$96-138

Business Developer

I - Senior \$120-182

Business Writer

I - Senior \$90-100

Civil Engineer

I - Senior \$119-190

Civil Designer

I - Senior \$93-134

Community Resource Planner

I - Senior \$109-160

Construction Administrator

I - Senior \$96-136

Electrical Engineer

I - Senior \$117-190

Electrical Designer

I - Senior \$96-174

Environmental Scientist/Engineer/Specialist

I - Senior \$106-165

GIS Specialist

I - Senior \$106-164

Graphic Designer

I - Senior \$85-105

IT Specialist

I - Senior \$105-155

Interior Designer

I - Senior \$110-190

Land Surveyor

I - Senior \$98-176

EMPLOYEE TYPE HOURLY RATE

Land Survey Specialist

I - Senior \$88-132

Landscape Architect

I - Senior \$114-182

Landscape Designer

I - Senior \$99-135

Marketing Consultant/Specialist

I - Senior \$100-155

Mechanical Engineer

I - Senior \$117-190

Mechanical Designer

I - Senior \$96-132

Project Coordinator

I - IV \$108-141

Project Manager

I - Senior \$120-176

Senior Finance Consultant

\$155

Structural Engineer

I - Senior \$115-190

Technical Writer

I - Senior \$120-135

Visualization Specialist

I - Senior \$141-171

Videographer

\$120

Equipment Expenses

3D Laser Scanner \$61

All-Terrain Vehicle \$24

Drone \$121

Mapping Grade GPS \$18

Survey Grade GPS/Robotics \$54

Traffic Counter \$11

Mileage is billed at the IRS allowable rate

Consultant subcontracts are billed at cost +10%

This is **EXHIBIT A**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **September 30, 2019**.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

A1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. *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.
4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of

the completed Project as a functioning whole as indicated in 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 Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.

- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer 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. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, 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.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.

- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

Staff Summary

10/7/2019

Agenda Item # 11.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:
 Unscheduled Items:
 1. None at this time
 Two Council members must concur for item to be considered in any future council meeting.

 Scheduled:
 Tour the Lighthouse by Kings Pointe on November 18, 2019

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

Staff Summary

10/7/2019

Agenda Item # 12.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Motion to Recess City Council Meeting and Reconvene at the Wastewater Treatment Plant For A Tour**

BACKGROUND: City Council will tour the Wastewater Treatment Plant

FISCAL IMPACT: N/A

RECOMMENDATION: Recess City Council Meeting and Reconvene