

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
APRIL 18, 2016
5:00 PM**



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

AGENDA

1. Hear the Public
2. Consent Agenda
 - A. **Approve Consent Agenda**
 - B. **Buy Local Information**
 - C. Motion Authorizing a Noise Variance for a July 2, 2016 Wedding in Awaysis Park
 - D. Motion To Approve Easement
3. Public Hearing Concerning Annexation Of West Loc Development, LLC Property
4. Resolution No. 113 R-2015-2016 Approving Voluntary Annexation Of Territory In Unincorporated Buena Vista County
5. Public Hearing on Plans, Specs, and Form of Contract for the 2016 Erie Street CDBG Storm Water Improvements Project
6. Resolution No. 114-R-2015-2016 Approving The Plans, Specifications, and Form Of Contract For The 2016 Erie Street CDBG Stormwater Improvements Project
7. Motion To Approve Quote For 2016 Bio-Reactor Projects
8. Resolution No. 115-R-2015-2016 Approving Change Order #1 For The Runway 13/31 Rehabilitation Project.
9. Resolution No. 116-R-2015-2016 For Final Acceptance Of The Runway 13/31 Rehabilitation Project And Approving Payment Of Retainage.
10. Approve An Agreement With V&K For Engineering Services For The Wastewater Operations Building Study
11. Resolution No. 117-R-2015-2016 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 For Series 2016A
12. Resolution No. 118-R-2015-2016 Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance, and Levying a Tax to Pay the Notes; Approval of the Continuing Disclosure Certificate for Capital Loan Notes Series 2016A
13. Resolution No. 119-R-2015-2016 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.
14. Resolution No. 120-R-2015-2016 Approving And Authorizing A Form Of Loan Agreement And Authorizing And Providing For The Issuance, And Levying A Tax To Pay The Notes; Approval Of The Continuing Disclosure Certificate For Capital Loan Notes, Series 2016B.

15. Resolution No. 121-R-2015-2016 Final Acceptance Of Grinder Pump Contract Project
16. Resolution No. 122-R-2015-2016 Determining Necessity & Setting Dates Of A Public Hearing On A Proposed Amendment #2 To The Storm Lake Bargloff Urban Renewal Area Plan.
17. Annual Rental Housing Report To The Storm Lake City Council
18. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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



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Staff Summary

4/18/2016

Agenda Item # A.



City of Storm Lake
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REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Sunrise Pointe bills for approval
- Approve April 4, 2016 City Council Minutes
- Approve liquor license renewals for Moose Lodge, Malarky's and Wal-Mart
- Approve noise variance for July 2nd wedding in Awaysis Park on the Great Lawn (see attached staff summary)
- Approve easement with Storm Lake Foundation (see attached staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$431,924.44
- King's Pointe Bills - \$189,951.94
- Sunrise Pointe Golf Course Bills - \$1,793.02

The City will receive the following revenues:

- Liquor license renewal - \$1,405.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ King's Pointe & Sunrise Pointe List of Bills	List of Bills
☐ Minutes - April 4, 2016	Minutes
☐ Moose Lodge Liquor Report	Backup Material
☐ Malarky's Liquor Report	Backup Material
☐ Wal-Mart Liquor Report	Backup Material

City of Storm Lake
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Checks for Approval Report

From: 04/05/16 To 04/18/16
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00551.04.2016 Aflac Pretax	75.32
AFLAC	PR Batch 00551.04.2016 Aflac After tax	50.21
AFLAC	PR Batch 00552.04.2016 Aflac Pretax	457.22
AFLAC	PR Batch 00552.04.2016 Aflac After tax	99.12
City of Storm Lake	PR Batch 00552.04.2016 Dental employee/child	6.00
City of Storm Lake	PR Batch 00552.04.2016 Dental insurance employee c	18.72
City of Storm Lake	PR Batch 00552.04.2016 Dental employee/spouse	14.91
City of Storm Lake	PR Batch 00552.04.2016 Dental insurance family	81.18
City of Storm Lake	PR Batch 00552.04.2016 125 Flexible Benefits	629.12
City of Storm Lake	PR Batch 00552.04.2016 Flex- Child Care	161.54
City of Storm Lake	PR Batch 00552.04.2016 Health Insurance Family	1,709.03
City of Storm Lake	PR Batch 00552.04.2016 Health Insurance Single	376.55
City of Storm Lake	PR Batch 00551.04.2016 Dental insurance employee c	1.13
City of Storm Lake	PR Batch 00551.04.2016 Dental employee/spouse	11.55
City of Storm Lake	PR Batch 00551.04.2016 Dental insurance family	29.34
City of Storm Lake	PR Batch 00551.04.2016 125 Flexible Benefits	161.66
City of Storm Lake	PR Batch 00551.04.2016 Flex- Child Care	62.50
City of Storm Lake	PR Batch 00551.04.2016 Health Insurance Family	597.20
City of Storm Lake	PR Batch 00551.04.2016 Health Insurance Single	24.00
Collection Services Center	PR Batch 00551.04.2016 Child Support Payments to I	325.00
Collection Services Center	PR Batch 00552.04.2016 Child Support Payments to I	222.00
Conseco Health Insurance Co	PR Batch 00552.04.2016 Cancer Pre Tax Insurance	41.04
EFTPS	PR Batch 00552.04.2016 Federal Income Tax	9,111.09
EFTPS	PR Batch 00552.04.2016 FICA Employee Portion	3,521.37
EFTPS	PR Batch 00552.04.2016 FICA Employer Portion	3,521.37
EFTPS	PR Batch 00552.04.2016 Medicare Employee Portion	1,297.28
EFTPS	PR Batch 00552.04.2016 Medicare Employer Portion	1,297.28
EFTPS	PR Batch 00551.04.2016 Federal Income Tax	4,315.85
EFTPS	PR Batch 00551.04.2016 FICA Employee Portion	1,728.87
EFTPS	PR Batch 00551.04.2016 FICA Employer Portion	1,728.87
EFTPS	PR Batch 00551.04.2016 Medicare Employee Portion	496.90
EFTPS	PR Batch 00551.04.2016 Medicare Employer Portion	496.90
ICMA Retirement Trust 457	PR Batch 00551.04.2016 ICMA	625.00
ICMA Retirement Trust 457	PR Batch 00551.04.2016 ICMA City Paid	550.01
ICMA Retirement Trust 457	PR Batch 00551.04.2016 ICMA City paid for Police	436.17
ICMA Retirement Trust 457	PR Batch 00552.04.2016 ICMA	1,585.00
Iowa Public Employees	PR Batch 00552.04.2016 IPERS	3,378.41
Iowa Public Employees	PR Batch 00552.04.2016 IPERS City Share	5,070.35
Iowa Public Employees	PR Batch 00551.04.2016 IPERS	1,368.74
Iowa Public Employees	PR Batch 00551.04.2016 IPERS City Share	2,054.27
ITT Hartford AMS RPVA	PR Batch 00551.04.2016 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00552.04.2016 457 Hartford	225.00
Muni Fire/Police Retire	PR Batch 00552.04.2016 Muni Police/Fire Pension	2,754.67
Muni Fire/Police Retire	PR Batch 00552.04.2016 Muni Police/Fire Pension Ci	8,138.00
Muni Fire/Police Retire	PR Batch 00551.04.2016 Muni Police/Fire Pension	544.93
Muni Fire/Police Retire	PR Batch 00551.04.2016 Muni Police/Fire Pension Ci	1,609.87
Teamsters Local Union 554	PR Batch 00552.04.2016 Union Dues	168.50
Treasurer State Of Iowa	PR Batch 00552.04.2016 State Income Tax	3,384.85
Treasurer State Of Iowa	PR Batch 00551.04.2016 State Income Tax	1,741.39

UNAVAILABLE

Department Total = 66,405.28

Police Department

Alliant Energy	Gas Service Feb/Mar 2016	413.55
Alta Body Shop	March 2016 Towing	1,030.00
Buena Vista Stationery & Print Inc	Shredder	1,708.99

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Buena Vista Stationery & Print Inc	Office Supplies	21.98
Buena Vista Stationery & Print Inc	Office Supplies	16.99
Custodian of Petty Cash	Postage	8.99
Custodian of Petty Cash	Postage	12.80
Custodian of Petty Cash	Postage	12.70
Edwards Storm Lake	Replaced Brakes & Roters	696.74
Evertex Inc	Phone Service- April 2016	346.44
Genesis Development	Janitorial Services- March 2016	600.00
Havens & Havens	Legal Services- March 2016	46.25
Iowa Lakes Electric Cooperative	March 2016 Electric Service	29.50
Jack's Uniforms & Equipment	Uniform- Platt	100.89
JNB Acquisition Corporation	Copier Maintenance Agreement	152.92
Mangold Environmental Testing	Shipping	34.68
Neuroth Kevin	Garbage Service March 2016	24.50
Prosser Mark	Mileage- Des Moines- ILEA Graduation	81.00
Star Energy, LLC	Fuel March 2016	2,266.85
Storm Lake Ace Hardware Inc	Phone Cord	4.99
Storm Lake Ace Hardware Inc	Phone Cord	6.49
Storm Lake Ace Hardware Inc	Phone Cord	-4.99
Storm Lake Bakery	Supplies	22.05
Vast Broadband	Phone Service April 2016	292.12

Police Department

Department Total = 7,926.43

Fire Department

Alliant Energy	Gas Service Feb/Mar 2016	546.49
Arnold Motor Supply, LLP	Paint & Oil	24.26
Electronic Engineering	Replace Broken Pager	419.80
Electronic Engineering	Pager Batteries	124.00
Evertex Inc	Phone Service- April 2016	51.58
Feld Equipment Company, Inc Ed M	Hydrotest	35.00
Feld Equipment Company, Inc Ed M	Hydrotests	1,270.00
Feld Equipment Company, Inc Ed M	Fire Tiger Blade	405.00
Feld Equipment Company, Inc Ed M	Gloves & Hood	210.55
Feld Equipment Company, Inc Ed M	Hydrotests	140.00
International Assoc of Fire Chiefs	2016 Conference Registration- Jones	535.00
Jones Mike	Chief's Conference- Ames- Jones	308.30
Julius Dennis R.	Laundry Services- March 2016	57.09
KSL Convenience LLC	Kerosene- Less Tax	53.22
Neuroth Kevin	Garbage Service March 2016	54.25
Pizza Ranch	Meeting Expense	295.94
Star Energy, LLC	Fuel March 2016	123.86
Unity Point Clinic	Physical- Wahlberg	743.00
Vast Broadband	Phone Service April 2016	50.80

Fire Department

Department Total = 5,448.14

Building Official

Buena Vista Stationery & Print Inc	Office Supplies	2.96
Evertex Inc	Phone Service- April 2016	27.72
Havens & Havens	Legal Services- March 2016	2,158.33
National Fire Protection Association	2016 Membership- Olesen	175.00
Star Energy, LLC	Fuel March 2016	49.08
Vast Broadband	Phone Service April 2016	76.20

Building Official

Department Total = 2,489.29

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Animal Care

A. A. Stepan	Bd & Disp of Cats & Dogs	490.00
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Animal Care	Department Total =	490.00
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Law Enforcement

Atlantic Tactical	Bungee Sling for Gas Launcher	95.90
Rebnord Technologies Inc	10 Covert Camaras	1,866.50
UPS Store The	Dive Suites Shipping	533.77

Law Enforcement	Department Total =	2,496.17
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Crime Prevention

Intl Assn Chiefs of Police	2016 IACP Conference- Cole	150.00
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Crime Prevention	Department Total =	150.00
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Roadway Maintenance

Alliant Energy	Gas Service Feb/Mar 2016	1,115.36
Cintas First Aid & Safety	First Aid Supplies	70.11
Etnyre Jason	Mileage- Spencer- NW Planning STP Meeting	41.04
Etnyre Jason	Travel- West Des Moines- APWA Conference	396.76
Evertex Inc	Phone Service- April 2016	13.86
Gempler's	Supplies- Trees	755.90
Graham Tire	New Tire	154.50
Graham Tire	Payload Repairs	147.00
Graham Tire	Payload Repairs	131.25
Graham Tire	Payload Repairs	147.00
Graham Tire	Dock Wheel Repairs	52.94
I&S Group, Inc.	Construction Admin through 3/19/2016	143.50
Iowa Office Supply Inc	Toner	295.38
JNB Acquisition Corporation	Copier Maintenance Agreement	28.90
Neuroth Kevin	Garbage Service March 2016	127.00
Star Energy, LLC	Fuel March 2016	1,879.30
Vast Broadband	Phone Service April 2016	58.79

Roadway Maintenance	Department Total =	5,558.59
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Airport

Bart's Flying Service	Airport Contract March 2016	4,963.75
Bolton & Menk, Inc	Engineering Services through 3/31/2016	7,518.00
Century Link	April 2016 Phone Service	152.45
Eastern Aviation Fuels, Inc	Jet A Fuel	12,665.71

Airport	Department Total =	25,299.91
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Transit

DeWall Jeff	3rd Qtr FY 2016 Rides	323.00
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Transit	Department Total =	323.00
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Library

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Alliant Energy	Gas Service Feb/Mar 2016	921.19
Genesis Development	Janitorial Services- March 2016	600.00
Neuroth Kevin	Garbage Service March 2016	38.25
Vast Broadband	Phone Service April 2016	116.80

Library	Department Total =	1,676.24
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Parks Department

Alliant Energy	Gas Service Feb/Mar 2016	180.60
Arnold Motor Supply, LLP	Filters	74.42
Cintas First Aid & Safety	First Aid Supplies	19.45
City of Storm Lake	Hydrualic Oil for Parks Vehicles	146.64
Evertex Inc	Phone Service- April 2016	13.86
Fastenal Company	Supplies	48.89
Fastenal Company	Supplies	88.04
Ferguson Enterprises Inc	Supplies	113.72
Graham Tire	Tire Repairs	17.00
Graham Tire	Tire Repairs	17.67
Inquirehire	Background Checks	70.50
Iowa Dept of Transportation	Trash Bags	236.00
Midwest Turf & Irrigation	Tie Rod	283.55
Midwest Turf & Irrigation	Armrest	177.98
Neuroth Kevin	Garbage Service March 2016	73.00
Star Energy, LLC	Fuel March 2016	609.83
Turfwerks	Pad Kit	239.48
Vast Broadband	Phone Service April 2016	35.64
Wede's Lock Service Joe	Service Call	55.00

Parks Department	Department Total =	2,501.27
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Golf Course

Arnold Motor Supply, LLP	Belt	12.57
Arnold Motor Supply, LLP	Gasket	7.49
Arnold Motor Supply, LLP	Battery	70.29
Fastenal Company	Supplies	2.26
Fastenal Company	Supplies	15.50
Turfwerks	Spacer	36.26
Van Wall Equipment, Inc	John Deere Prognator with Sprayer	14,750.00

Golf Course	Department Total =	14,894.37
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Campgrounds

Custodian of Petty Cash- Sunrise Campgrounds	2016 Start-Up Cash	200.00
Custodian of Petty Cash- Sunrise Campgrounds	2016 Start-Up Quarters	60.00
Fastenal Company	Supplies	11.52
Vast Broadband	Phone Service April 2016	102.00

Campgrounds	Department Total =	373.52
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Outdoor WaterPark

Brown & Hofmeister LLP	Legal Services through 3/31/2016	180.00
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Outdoor WaterPark	Department Total =	180.00
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UNAVAILABLE

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King's Pointe Resort	March 2016 Housekeeping Cleaning	510.00
King's Pointe Resort	March 2016 Supplies	170.00
King's Pointe Resort	March 2016 Resort Maps	84.93
King's Pointe Resort	March 2016 Maintenance	113.75
King's Pointe Resort	March 2016 Extermination	79.10
King's Pointe Resort	March 2016 WaterPark Add On Packages	236.25
Kinseth Hospitality Corporation	March 2016 Management Fee	246.84
UNAVAILABLE	Department Total =	1,440.87
Community Ed		
Community Education Dept	3rd Quarter FY 2016- 28E Agreement	20,665.30
Community Ed	Department Total =	20,665.30
Awaysis		
Wells Fargo Bank N.A.	Redemption fee for 2007 Series Bonds	500.00
Awaysis	Department Total =	500.00
Shelter House		
Alliant Energy	Gas Service Feb/Mar 2016	230.10
Shelter House	Department Total =	230.10
UNAVAILABLE		
Neuroth Kevin	Garbage Service March 2016	93.00
Stille Pierce & Pertzborn	Comm GL & Liq Liab through 4/1/2017 (Hotel)	32,063.59
Stille Pierce & Pertzborn	Excess Liab through 4/1/2017 (Hotel)	26,485.23
Storm Lake Times The	March 2016 Publications	32.40
Storm Lake Times The	March 2016 Publications	32.40
Storm Lake Times The	March 2016 Publications	21.60
UNAVAILABLE	Department Total =	58,728.22
UNAVAILABLE		
Storm Lake Times The	March 2016 Publications	7.20
Vast Broadband	Phone Service April 2016	25.40
Economic Develop	Department Total =	32.60
SLADC		
Storm Lake United	Installment #5 of FY 2016	11,333.00
SLADC	Department Total =	11,333.00
Legal Services		
Ahlers & Cooney, P.C.	Labor Relations Services	361.00
Havens & Havens	Legal Services- March 2016	1,772.93
Havens & Havens	Legal Services- March 2016	894.17

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Legal Services

Department Total = 3,028.10

City Hall Building

Alliant Energy	Gas Service Feb/Mar 2016	247.88
Central Iowa Distributing, Inc	Maintenance Supplies	281.80
Evertex Inc	Phone Service- April 2016	15.99
Genesis Development	Janitorial Services- March 2016	200.00
Julius Dennis R.	Entrance Mats- March 2016	58.80
Neuroth Kevin	Garbage Service March 2016	28.50
Vast Broadband	Phone Service April 2016	90.56

City Hall Building

Department Total = 923.53

Tort Liability

Stille Pierce & Pertzborn	Comm GL & Liq Liab through 4/1/2017 (OWP)	8,700.28
Stille Pierce & Pertzborn	Comm GL & Liq Liab through 4/1/2017 (Cottages)	1,516.75

Tort Liability

Department Total = 10,217.03

Other Policy & Administration

Buena Vista Stationery & Print Inc	Office Supplies	2.89
Central Bank	ACA Reporting	3.69
Central Bank	ACA Reporting	22.14
Color-ize Inc	City Tidbits	40.95
Genesis Development	Shredding	11.50
Genesys Conferencing	Conference Call	92.83
JNB Acquisition Corporation	Copier Maintenance Agreement	28.91
Qualified Presort Service, LLC	Tidbits	204.53
Storm Lake Cemetery Association	4/5/2016 Trees Forever Grant Reimbursement	9,000.00
Storm Lake Times The	March 2016 Publications	21.80
Storm Lake Times The	March 2016 Publications	47.56
Storm Lake Times The	March 2016 Publications	190.20
Storm Lake Times The	March 2016 Publications	23.60
Storm Lake Times The	March 2016 Publications	35.67
Storm Lake Times The	March 2016 Publications	20.60

Other Policy & Administration

Department Total = 9,746.87

Water Administration

Accela, Inc #774375	March 2016 IVR Payments	6.00
Accela, Inc #774375	March 2016 Web Payments	136.50
Custodian of Petty Cash	NSF Fee #13170	3.00
Evertex Inc	Phone Service- April 2016	15.75
Genesis Development	Janitorial Services- March 2016	200.00
Iowa Office Supply Inc	Receipt Printer Paper	19.99
JNB Acquisition Corporation	Copier Maintenance Agreement	28.90
Kolbeck Inc	Wood Grinding for Bio-Reactor	8,800.00
La Prensa LLC	Finance Office Assistant Ad	39.59
Qualified Presort Service, LLC	ACH Statements	92.30
Qualified Presort Service, LLC	ACH Statements- Feb 2016	91.39
Qualified Presort Service, LLC	Past Due Notices	73.58
Qualified Presort Service, LLC	Monthly Statements- March 2016	401.28
Qualified Presort Service, LLC	Final Bills	5.25
Vast Broadband	Phone Service April 2016	75.55

Water Administration

Department Total = 9,989.08

Water Plant

Alliant Energy	Gas Service Feb/Mar 2016	1,195.02
Buena Vista Power Equipment, Inc	Portable Generator Repairs	104.10
Chem-Sult Inc	Sodium Chlorite	3,391.44
Chem-Sult Inc	Sodium Chlorite Freight	125.00
Evertex Inc	Phone Service- April 2016	119.30
Fastenal Company	Slaker Supplies	69.59
Fastenal Company	Distilled Water	242.55
Fastenal Company	Slaker Supplies	5.49
Ferguson Enterprises Inc	Slaker Hose Elbow	41.79
Foundation Analytical Laboratory Inc	Testing Services	300.00
Foundation Analytical Laboratory Inc	March 2016 Metals	60.00
Foundation Analytical Laboratory Inc	March 2016 Coliforms	120.00
Foundation Analytical Laboratory Inc	March 2016 Chlorite	240.00
Foundation Analytical Laboratory Inc	March 2016 Nitrite	15.00
Foundation Analytical Laboratory Inc	March 2016 Fluoride	15.00
Grainger Inc W.W.	Railing Couplers	209.60
Hach Chemical Company	Lab Supplies	975.12
Hawkins, Inc	Hypo	4,247.14
Iowa Association of Municipal Utilities	2016 IAMU Membership	809.00
Iowa Office Supply Inc	Time Cards	39.95
JNB Acquisition Corporation	Copier Maintenance Agreement	33.94
Mike's Electronics Inc	Service Call- Well 20	1,611.20
Mike's Electronics Inc	Well 7 & Gate	185.00
Mike's Electronics Inc	SCADA Repairs	125.00
Mike's Electronics Inc	Lime Slaker Repairs	125.00
Mississippi Lime Company	Lime	4,630.30
Mississippi Lime Company	Lime	4,761.40
Mississippi Lime Company	Lime	4,670.20
Mississippi Lime Company	Lime	4,750.00
MS Door Services Ltd	Lime Building Garage Door	224.00
NCL of Wisconsin Inc	Lab Supplies	993.98
Neuroth Kevin	Garbage Service March 2016	82.75
PraxAir inc	Carbon Dioxide	814.99
Rebnord Technologies Inc	Upgrade VNC	100.00
Sargent Drilling	Pay Estimate #8 of Well #20	1,816.07
Star Energy, LLC	Fuel March 2016	89.72
Storm Lake Ace Hardware Inc	Cleaner & Hose Supplies	39.95
Storm Lake Ace Hardware Inc	Wet Dry Vac	119.99
Storm Lake Ace Hardware Inc	Paint Rollers	8.97
Sutton Cory	WasteWater Grade 3 Reimbursement	90.00
Utility Equipment Co	Gasket	37.09
Varenhorst Fabrics J	Front Table Fabric	16.76
Varenhorst Fabrics J	Front Table Fabric	77.16
Vast Broadband	Phone Service April 2016	174.76
Vessco Inc	Slaker Shaft	347.55

Water Plant

Department Total = 38,250.87

Water Distribution

Alliant Energy	Gas Service Feb/Mar 2016	261.89
Buena Vista Stationery & Print Inc	Office Supplies	8.99
Chicago Central & Pacific	License to have Water Line Under Railroad	5,698.50
Evertex Inc	Phone Service- April 2016	47.72
Havens & Havens	Legal Services- March 2016	777.00

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Sears	Wrench Sets	99.98
Star Energy, LLC	Fuel March 2016	251.57
Storm Lake Ace Hardware Inc	Hose Strainer	33.98
Underground Location Company	Locates	17.60
Vast Broadband	Phone Service April 2016	91.15

Water Distribution

Department Total = 7,288.38

Water Meters

Evertex Inc	Phone Service- April 2016	23.86
Star Energy, LLC	Fuel March 2016	113.69

Water Meters

Department Total = 137.55

Wastewater Administration

Accela, Inc #774375	March 2016 Web Payments	136.50
Accela, Inc #774375	March 2016 IVR Payments	6.00
Evertex Inc	Phone Service- April 2016	15.98
Genesis Development	Janitorial Services- March 2016	200.00
Iowa Office Supply Inc	Receipt Printer Paper	20.00
JNB Acquisition Corporation	Copier Maintenance Agreement	28.90
La Prensa LLC	Finance Office Assistant Ad	39.58
Qualified Presort Service, LLC	ACH Statements	92.30
Qualified Presort Service, LLC	Past Due Notices	73.58
Qualified Presort Service, LLC	ACH Statements- Feb 2016	91.39
Qualified Presort Service, LLC	Final Bills	5.24
Qualified Presort Service, LLC	Monthly Statements- March 2016	401.28
Vast Broadband	Phone Service April 2016	88.24

Wastewater Administration

Department Total = 1,198.99

Wastewater Treatment Plant

Alliant Energy	Gas Service Feb/Mar 2016	811.73
Arnold Motor Supply, LLP	Filter	30.04
Arnold Motor Supply, LLP	Blade	17.98
Arnold Motor Supply, LLP	Belt Scrubber	39.46
Central Bank	Room- Marshalltown- Streed	89.55
Central Bank	Room- Marshalltown- Jacobsen	89.55
City of Storm Lake	Replaced Batteries #74	539.65
City of Storm Lake	Replace Rear Brakeshoes & Service #30	296.19
Environmental Resource Associates	Testing Services	619.00
Evertex Inc	Phone Service- April 2016	109.30
Fastenal Company	Supplies	116.10
Foundation Analytical Laboratory Inc	March 2016 BOD & TSS	344.00
Foundation Analytical Laboratory Inc	March 2016 Testing	1,450.10
JNB Acquisition Corporation	Copier Maintenance Agreement	16.09
Larson Oil & Distributing Co, Inc	Credit for 300 Gal LP	-207.00
Larson Oil & Distributing Co, Inc	Diesel Fuel	241.40
Mike's Electronics Inc	Service Call- Lift Station	110.00
Mike's Electronics Inc	Service Call- Scout Park HMI	70.00
Neuroth Kevin	Garbage Service March 2016	67.00
Recycle Center Harold Rowley	Recycling	44.72
Rehab Systems Inc.	Vac Cleaning Service	6,801.00
Reinert Michael P	Steel and Supplies	276.89
Reinert Michael P	Pipe Coupling Installation	75.00
Star Energy, LLC	Fuel March 2016	298.12

City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

From: 04/05/16 To 04/18/16
User: tyler.gibbins

Storm Lake Ace Hardware Inc	Multi-Tool	34.99
US Peroxide, LLC	Facility & Maintenance Agreement	750.00
USA Blue Book	Float Switch & Bottle	271.03

Wastewater Treatment Plant

Department Total = 13,401.89

Wastewater Collection

Crescent Electric Supply Co	Wire Stripper, Coating- Less Tax	76.75
Crescent Electric Supply Co	Ground Clamp, Tape	51.05
ProBuild	Marker Sticks	7.14
Star Energy, LLC	Fuel March 2016	129.59
Storm Lake Ace Hardware Inc	Hose Strainer	16.99
Underground Location Company	Locates	17.60

Wastewater Collection

Department Total = 299.12

Landfill

Accela, Inc #774375	March 2016 Web Payments	136.50
Accela, Inc #774375	March 2016 IVR Payments	6.00
Genesis Development	Janitorial Services- March 2016	200.00
Iowa Office Supply Inc	Receipt Printer Paper	20.00
JNB Acquisition Corporation	Copier Maintenance Agreement	28.90
La Prensa LLC	Finance Office Assistant Ad	39.58
Qualified Presort Service, LLC	ACH Statements	92.31
Qualified Presort Service, LLC	ACH Statements- Feb 2016	91.38
Qualified Presort Service, LLC	Past Due Notices	73.57
Qualified Presort Service, LLC	ACH Final Bills	2.86
Qualified Presort Service, LLC	Monthly Statements- March 2016	401.29
Qualified Presort Service, LLC	Final Bills	5.24
Recycle Center Harold Rowley	4th Quarter FY 2016 Assessment	92,750.00

Landfill

Department Total = 93,847.63

Storm Water Administration

Accela, Inc #774375	March 2016 IVR Payments	6.00
Accela, Inc #774375	March 2016 Web Payments	136.50
Central Bank	Nutrient Trading Team Expense (Meal)	63.93
Central Bank	Nutrient Trading Team Expense (Meal)	32.64
Central Bank	Nutrient Trading Team Expense (Meal)	112.28
Central Bank	Nutrient Trading Team Expense (Meal)	90.00
Central Bank	Nutrient Trading Team Expense (Hibbler Room 3/2/16	113.12
Central Bank	Nutrient Trading Team Expense (Patrick Room 3/4/16	113.12
Central Bank	Nutrient Trading Team Expense (Woolery Room 3/2/1	113.12
Central Bank	Nutrient Trading Team Expense (Skeffinton-Vos Roon	113.12
Central Bank	Nutrient Trading Team Expense (Skeffinton-Vos Roon	113.12
Central Bank	Nutrient Trading Team Expense (Skeffinton-Vos Roon	113.12
Central Bank	Nutrient Trading Team Expense (Woolery Room 3/4/1	113.12
Iowa Office Supply Inc	Receipt Printer Paper	20.00
JNB Acquisition Corporation	Copier Maintenance Agreement	28.90
Qualified Presort Service, LLC	ACH Statements- Feb 2016	91.38
Qualified Presort Service, LLC	Past Due Notices	73.57
Qualified Presort Service, LLC	ACH Statements	92.30
Qualified Presort Service, LLC	Final Bills	5.24
Qualified Presort Service, LLC	Monthly Statements- March 2016	401.29
Woolery Nicholas	Study- Flight for July Visit	492.20

City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

From: 04/05/16 To 04/18/16
User: tyler.gibbins

Storm Water Administration

Department Total = 2,438.07

Storm Water Collection

Storm Lake Times The	March 2016 Publications	12.00
Storm Lake Times The	March 2016 Publications	19.44
Storm Lake Times The	March 2016 Publications	24.00

Storm Water Collection

Department Total = 55.44

Street Cleaning

City of Storm Lake	Serviced & Repaired Engines #68	324.07
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Street Cleaning

Department Total = 324.07

Insurance

Auxiant - Claims Account	4/4/2016 Claims	5,091.27
Auxiant - Flex Account	4/6/2016 Flex Claims	65.71

Insurance

Department Total = 5,156.98

UNAVAILABLE

Johnson Kelly	2015 Wellness Incentive Awards	125.00
Johnson Kelly	Feb/Mar 2016 Punches	352.85
Salus LLC	March 2016 Memberships	120.00

UNAVAILABLE

Department Total = 597.85

Vehicle Maintenance

Arnold Motor Supply, LLP	Fitting	4.32
Arnold Motor Supply, LLP	Filter	115.11
Arnold Motor Supply, LLP	Cylinder	106.99
Arnold Motor Supply, LLP	Supplies	3.39
Arnold Motor Supply, LLP	Break Fluid	6.50
Arnold Motor Supply, LLP	Radiator	133.66
Arnold Motor Supply, LLP	Brake Shoes #30	49.98
Arnold Motor Supply, LLP	Blade	17.98
Arnold Motor Supply, LLP	Trouble Light	20.99
Arnold Motor Supply, LLP	Bulbs	6.76
Arnold Motor Supply, LLP	Drums	91.04
Arnold Motor Supply, LLP	All in one Kit & Oil Seal	68.70
Arnold Motor Supply, LLP	Supplies	59.76
Deere Credit Inc	Latch (3)	250.56

Vehicle Maintenance

Department Total = 935.74

Technology

Rebnord Technologies Inc	2 Factor Auth	375.00
Rebnord Technologies Inc	My AntiSpam	75.00
Rebnord Technologies Inc	IT Service Agreement	3,250.00
Rebnord Technologies Inc	IT Service Agreement- WQ Computers	150.00
Rebnord Technologies Inc	IT Service Agreement- WQ Network	200.00
Vast Broadband	Internet Service Apr 2016	894.95

City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

From: 04/05/16 To 04/18/16
User: tyler.gibbins

Technology

Department Total = 4,944.95
Grand Total = 431,924.44

King's Pointe Resort
Disbursements 3/30/2016 to 4/12/2016

Vendor Name	Description	Amount
Ace Hardware (2)	supplies	62.42
Ameripride Red Cross National	supplies	54.00
Ameripride Services (2)	supplies	1,224.40
Arnold Motor Supply	supplies	5.09
Mediacom Communication	utilities	466.64
Bomgaars Supply Inc (2)	supplies	116.99
Booking.com	services	166.95
Bunkers Feed & Supply Inc	supplies	41.11
Buena Vista Stationary	supplies	236.42
Capital Sanitary Supply Co.	supplies	562.77
Cedar Valley Bank & Trust	services	1,056.86
City of Storm Lake	utilities	2,805.82
Color-ize (2)	supplies	353.75
Continental Fire Sprinkler	services	1,497.80
Crescent Electric	supplies	121.09
Elissa Doebel	services	91.45
Edward Don & Company	services	182.52
First National Bank- Omaha CC (2)	payment	1,071.10
Fridgitec	services	86.50
Garbage Hauling Service	services	463.48
Hawk-I Electric Inc	services	658.69
Hospitality Management Systems	services	573.75
Hy-Vee Food Store (3)	food	534.84
Iowa Office Supply	supplies	5.49
Julius Cleaners	services	42.65
Kineth Hotel Corporation	payroll, work comp	69,016.37
Loew's Custom Carpets	supplies	695.41
Mccrea Enterprises/Vista Paints	supplies	247.71
Midwestern Mechanical Tri-State	services	57,325.00
NewMarket International Inc	supplies	3,838.75
Pepsi-Cola Bottling Co. (2)	beverages	1,283.42
Precision Dynamics Corp	services	165.06
Rent-All Inc	services	178.00
Revinant Inc	services	390.00
Continuum Retail Energy Service	utilities	12,350.55
Treasurer - State of Iowa	sales tax	11,700.00
United Parcel Service- Carl STM (2)	services	146.57
US Foods (2)	food	18,542.14
Al's Liquor (3)	beverages	277.72
Contract Labor	services	320.00
Doll Distributing (4)	beverages	485.54
Johnson Brothers/Iowa Wine & Bev (3)	beverages	152.92
King's Pointe Resort (2)	services	4.20
Misc POA Disbursements	services	350.00
Total		189,951.94

Sunrise Pointe Golf Course
Disbursements 3/30/2016 to 4/12/2016

Grainger- Palatine	supplies	124.90
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Julius Cleaners	services	4.80
Kinseth Hotel Corporation (2)	payroll, management fee	645.08
Alliant Energy	utilities	508.19
US Foods Inc	food	197.23
Vast Braodband	utilities	112.82
Guest Refunds/Advanced Deposit	refunds	200.00
Totals		1,793.02

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
APRIL 4, 2016 5:00 P.M.**

Present: Mayor Jon Kruse, Council Members Dan Anderson, Bruce Carlson, Mike Porsch, Bruce Engelmann and Tyson Rice. Absent: None. Staff present: City Manager Jim Patrick, Asst. City Manager Keri Navratil, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Fire Chief Mike Jones, Public Works Director Jason Etnyre, Wastewater Superintendent Ron Jacobsen, and Sue Vossberg City Clerk.

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

Hear the Public – None

Consent Agenda – Moved by Council Member Porsch to approve the consent agenda which included checks #51944 through #52036, minutes from the March 21, 2016 council meeting, liquor license renewals for Puffs and Restaurant La Original (subject to dram shop insurance), and acknowledgement/settlement agreement with Casey's General Store #2497 for a tobacco violation. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

Capital Loan Notes Series 2016A – Moved by Council Member Engelmann to approve the receipt of 6 bids for the \$1,500,000 General Obligation Refunding Capital Loan Notes, Series 2016A. Low bidder was UMB Bank, NA of Kansas City, MO. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Moved by Council Member Porsch to adopt Resolution No. 109-R-2015-2016 directing the sale of \$1,500,000 (subject to adjustment per terms of offering) Taxable General Obligation Refunding Capital Loan Notes, Series 2016A to UMB Bank, NA of Kansas City, MO. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

RESOLUTION NO. 109-R-2015-2016

RESOLUTION DIRECTING SALE OF \$1,500,000 (SUBJECT
TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE
GENERAL OBLIGATION REFUNDING CAPITAL LOAN
NOTES, SERIES 2016A

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$1,500,000 (SUBJECT TO ADJUSTMENT PER TERMS OF
OFFERING) TAXABLE GENERAL OBLIGATION
REFUNDING CAPITAL LOAN NOTES, SERIES 2016A

Bidder: UMB Bank, N.A. of Kansas City, MO

The terms of award:

Final Par Amount as adjusted: \$1,340,000

Purchase Price as adjusted: \$ 1,350,252.78

True Interest Rate: 2.468776%

Net Interest Cost: \$238,871.22

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

Section 1. That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.

Section 2. That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That all acts of the Clerk done in furtherance of the sale of the Notes are hereby ratified and approved.

PASSED AND APPROVED this 4th day of April, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Bonds Redemption – Moved by Council Member Porsch to adopt Resolution No. 110-R-2015-2016 authorizing the redemption of outstanding Taxable General Obligation Urban Renewal Bonds, Series 2007, dated June 1, 2007. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

RESOLUTION NO. 110-R-2015-2016

RESOLUTION AUTHORIZING THE REDEMPTION OF
OUTSTANDING TAXABLE GENERAL OBLIGATION
URBAN RENEWAL BONDS, SERIES 2007, OF THE CITY OF
STORM LAKE, STATE OF IOWA, DATED JUNE 1, 2007, AND
DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated May 21, 2007, authorize the issuance of \$2,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2007, (the "Bonds") dated June 1, 2007; and

WHEREAS, the Bonds are redeemable in any order of their numbering on June 1, 2016 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Bonds; and

WHEREAS, it is deemed necessary and advisable that \$1,310,000 be so redeemed on June 1, 2016 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Bonds.

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

That outstanding Taxable General Obligation Urban Renewal Bonds, dated June 1, 2007, in the principal amount of \$1,310,000, be and the same are hereby redeemed as of June 1, 2016.

The Registrar and Paying Agent, Wells Fargo Bank, N.A., is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days prior to the redemption date and to cause notice of redemption to be mailed to the registered owners of the Bonds by ordinary mail, and to notify CIFG Assurance North America, Inc., its agents or assigns as Insurer of the Bonds, and to notify DTC.

The Finance Director is hereby authorized and directed to cause to be deposited in a separate fund sum sufficient to pay all principal and interest on the redeemed Bonds to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Bonds in accordance with the Continuing Disclosure Certificate for the Bonds.

That the form of such notice be substantially as follows:

NOTICE OF THE CALL OF BONDS FOR REDEMPTION TO THE HOLDERS OF THE
FOLLOWING DESCRIBED BONDS:

Please take notice that the Bonds described below have been called for redemption. Owners of the Bonds should present their Bonds for payment on the redemption date.

Issuer: City of Storm Lake, State of Iowa

Original Issue Amount: \$2,945,000

Bond Issue: Taxable General Obligation Urban Renewal Bonds, Series 2007

Dated Date: June 1, 2007

Redemption Date: June 1, 2016

Redemption Price: Par, plus accrued interest

Bonds Called for Redemption

<u>CUSIP Numbers</u>	<u>Bond Numbers</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
862182 KF8	5	\$50,000	5.50%	June 1, 2017
862182 KG6	6	\$55,000	5.50%	June 1, 2018
862182 KH4	7	\$60,000	5.50%	June 1, 2019
862182 KJ0	8	\$65,000	5.55%	June 1, 2020
862182 KK7	9	\$70,000	5.55%	June 1, 2021
862182 KL5	10	\$75,000	5.55%	June 1, 2022
862182 KM3	11	\$85,000	5.60%	June 1, 2023
862182 KN1	12	\$90,000	5.60%	June 1, 2024
862182 KP6	13	\$100,000	5.60%	June 1, 2025
862182 QA3	14	\$320,000	5.60%	June 1, 2026
862182 QB1	15	\$340,000	5.65%	June 1, 2027

No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Bonds.

The above Bonds should be presented to Wells Fargo Bank, N.A., Des Moines, Iowa. This represents a full call of the remainder of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

WELLS FARGO BANK, N.A., Des Moines, Iowa

(End of Notice)

PASSED AND APPROVED this 4th day of April, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Capital Loan Notes, Series 2016B – Moved by Council Member Anderson to approve the receipt of 5 bids for the \$720,000 Taxable Annual Appropriation General Obligation Capital Loan Notes, Series 2016B. Low bidder was MB Bank NA, Kansas City, MO. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Moved by Council Member Porsch to adopt Resolution No. 111-R-2015-2016 Directing Sale of \$720,000 (subject to adjustment per terms of offering) General Obligation Capital Loan Notes, Series 2016B. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

RESOLUTION NO. 111-R-2015-2016

**RESOLUTION DIRECTING SALE OF \$720,000 (SUBJECT TO
ADJUSTMENT PER TERMS OF OFFERING) GENERAL
OBLIGATION CAPITAL LOAN NOTES, SERIES 2016B**

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

**\$720,000 (SUBJECT TO ADJUSTMENT PER TERMS OF
OFFERING) GENERAL OBLIGATION CAPITAL LOAN
NOTES, SERIES 2016B**

Bidder: UMB Bank, N.A. of Kansas City, MO

The terms of award:

Final Par Amount as adjusted: \$720,000

Purchase Price as adjusted: \$ 727,430.40

True Interest Rate: 1.148882%

Net Interest Cost: \$25,074.60

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

Section 4. That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.

Section 5. That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 6. That all acts of the Clerk done in furtherance of the sale of the Notes are hereby ratified and approved.

PASSED AND APPROVED this 4th day of April, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

FEMA Project – Contract 4 – Moved by Council Member Engelmann to adopt Resolution No. 112-R-2015-2016 approving the final acceptance of the contract with Eriksen Construction for the Sanitary Sewer System Mitigation Project Contract 4 – Lift Stations, Supplemental contract, approving final pay estimate No. 1-S, and approving payment of the retainage. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

RESOLUTION NO. 112-R-2015-2016

RESOLUTION ACCEPTING PUBLIC IMPROVEMENT

WHEREAS, the City Council of the City of Storm Lake, Iowa entered into a supplemental contract, and the Mayor and Clerk of Storm Lake, Iowa executed the supplemental contract with Eriksen Construction Co., Inc. Blair, Nebraska with regard to the Sanitary Sewer System Mitigation Project Contract 4 – Lift Stations, Supplemental Contract.

WHEREAS, said contractor has fully completed the said project in accordance with the terms and conditions of said contract and plans and specifications.

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

Section 1. That said public improvement is hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract, and the total final supplemental contract price is \$112,000.00.

Section 2. Approve payment of final pay estimate No. 1-S in the amount of \$106,400.00.

Section 3. Approve payment of the retaining in the amount of \$5,600.00 on or about May 5, 2016.

PASSED AND APPROVED this 4th day of April 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Actuarial Study Contract – Moved by Council Member Porsch to approve an agreement with Silverstone Group to provide post-employment benefits actuarial study. Cost of study to not exceed \$2,950. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

IDOT Agreement – Moved by Council Member Anderson to approve an agreement with Iowa Department of Transportation for maintenance and repair of primary roads in municipalities. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

Erie Street Project – Moved by Council Member Engelmann to set April 18, 2016 for a public hearing on the plans, specifications and form of contract for the Erie Street CDBG Stormwater Improvements Project. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Wastewater Operations Building Study – Moved by Council Member Porsch to approve the proposal from Veenstra & Kimm to perform a wastewater operations building study. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Lift Stations & Sewer Evaluation Study – Moved by Council Member Anderson to approve an engineering services agreement with Veenstra & Kimm for a sanitary lift stations and sewer evaluation study. Cost of the study is a not to exceed fee of \$49,000. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Adjourn – Moved by Council Member Porsch to adjourn the meeting at 5:31pm. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

M E M O R A N D U M

TO: SUE VOSSBERG

FROM: MARK PROSSER

DATE: APRIL 13, 2016

REFERENCE: LIQUOR LICENSE RENEWAL
LOYAL ORDER OF THE MOOSE LODGE
527 ERIE ST

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

	04-14-14 to 02-18-15	04-19-15 to 04-11-16
INCIDENTS		
Accident	1	1
Ambulance Call	1	2
Business Security	0	13
Pedestrian Stop	1	0
Station Assignment	2	0
Suspicious Vehicle	1	0
Theft	1	0
Vehicle Stop	2	0
ARRESTS	none	none

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: SUE VOSSBERG

FROM: MARK PROSSER

DATE: APRIL 13, 2016

REFERENCE: LIQUOR LICENSE RENEWAL
MALARKY'S
147 FLINDT DR

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

	04-15-2014 to 02-18-2015	02-19-2015 to 04-11-2016
INCIDENTS		
911 Hang Up Call	1	1
Accident	1	2
Animal Call	2	1
Arrest	12	3
Assault	1	0
Bar Check	202	190
Business Assist	2	0
Business Security	127	169
Citation Given	0	2
Citizen Assist	1	0
Citizens Complaint	0	1
Disturbance/Loud Noise/Party	2	3
Driver's License Check	2	0
Drug Investigation	2	0
Extra Security	1	0
Fight	2	0
Hit and Run	0	1
Intoxicated Driver	1	3
Intoxicated Pedestrian	13	13
Keys Locked In Car	4	3
Law Department Assist	0	1
Lost Property	0	1
Motorist Assist	2	0
Pedestrian Stop	2	2
PR/Talk/Presentation	2	6

Reckless Driver	1	3
Registration Check	1	1
Scam	1	1
Station Assignment	0	1
Street Beat	1	3
Suspicious Activity	0	1
Suspicious Vechicle	1	0
Theft	0	1
Vehicle Maintenance	1	0
Vehicle Stop	10	4
Wants/Warrant Check	20	9
Warrant Service	4	4
Welfare Check	1	0

ARREST

Assault	1	0
Carrying Weapons	0	1
Contempt of Court	0	1
Disorderly Conduct	6	3
Interference With Official Acts	4	1
Mittimus	0	3
OWI	1	4
Possess Alcohol Under Legal Age	17	6
Possess Controlled Substance	2	1
Public Intoxication	24	13
Reckless Driving	0	1
Theft	1	0
Warrant Service for LDA	5	1

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: SUE VOSSBERG

FROM: MARK PROSSER

DATE: APRIL 13, 2016

REFERENCE: LIQUOR LICENSE RENEWAL
WAL-MART
1831 N LAKE AVE

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

	04-14-2014 to 02-18-2015	02-19-2015 to 03-11-2016
INCIDENTS		
9-1-1 Hang-up	5	8
Abandoned Vehicle	1	0
Accident	10	15
Ambulance Assist	3	6
Animal Complaint	9	3
Assault	0	1
Arrest	0	1
Attempt to Locate	1	0
Burglary to Vehicle	1	0
Business Assist	27	30
Business Escort	1	1
Business Security	180	135
Case Investigation	0	1
Child Abuse	2	1
Citizen Assist	9	16
City/County Department Assist	1	0
Civil Standby	1	0
Criminal Mischief	1	0
Disturbance/Loud Noise/Party	2	1
Drivers License Check	0	2
Drug Investigation	3	2
Forgery	3	4
Found Property	3	6
Juvenile Problem	1	0
General Information	0	2

Harassment	2	3
Hit and Run	7	7
Intoxicated Driver	1	1
Intoxicated Pedestrian	1	1
Keys Locked In Car	60	71
Law Department Assist	2	2
Lost Child	2	0
Lost Property	6	7
Meeting	0	1
Missing Person	0	1
Motorist Assist	13	5
Parking Complaint	4	2
Pedestrian Stop	1	1
PR/Talk/Presentation	6	48
Reckless Driver	2	3
Recovered Stolen Property	1	0
Salvation Army Assist	1	0
Station Assignment	44	59
Street Beat	229	301
Subpoena Service	3	0
Suspicious Activity	2	4
Suspicious Person	6	7
Suspicious Vehicle	2	1
Theft	67	103
Trespass	2	4
Vehicle Stop	56	53
Violation no Contact Order	0	2
Wants/Warrants Check	1	0
Warrant Service	1	2
Welfare Check	3	4

ARRESTS

Aiding and Abetting	1	4
Contributing to Delinquency Penalty	1	0
Disorderly Conduct	1	1
Failure to Appear	0	1
Habitual Violator	1	0
Interference With Official Acts	1	1
Mittimus	0	1
Possession of Controlled Substance	0	2
Possession Drug Paraphernalia	0	1
Public Intoxication	3	0
On-going Criminal Conduct	0	0

Operating While Intoxicated	1	1
Removal of Theft Detection Device	2	0
Soliciting Without a Permit	0	6
Theft	43	52
Trespass	2	0
Truancy	2	0
Violation of No Contact Order	0	1
Warrant Service for another Dept	1	1

Recommendation: Approval of liquor license.

Staff Summary

4/18/2016
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: Sue Vossberg, 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 provided a summary of purchases identified in the current list of bills to be approved that are purchased locally (within the City of Storm Lake), within Buena Vista County, and outside of Buena Vista County are presented here for Council's review. This information is presented for both the City 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:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$431,924.44	\$278,259.12	\$77,962.56	28	\$174,013.48	63	\$26,283.08	9
King's Pointe	\$189,951.94	\$108,794.12	\$6,346.29	6			\$96,101.54	94

Sunrise Pointe	\$1,793.02	\$947.94	\$625.81	66			\$322.13	34
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RECOMMENDATION: Review Buy Local Information

Staff Summary

4/18/2016

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 Noise Variance for a July 2, 2016 Wedding in Awaysis Park

BACKGROUND: Attached is a request for a Noise Variance for an outdoor wedding on the Great Lawn in Awaysis Park on Saturday, 7-2-2016 between the hours of 12:00pm and 5:00pm.

I will issue the Variance upon receipt of a consensus in the affirmative by the city council.

This request is consistent with previous event requests.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
PERMIT	Permit

City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588
712-732-8000
lark@stormlake.org
www.stormlake.org

City of Storm Lake Park Event / Rental Registration Application

Please complete this form for all events requested to be held within the Storm Lake Park System

Name of Requesting Party: Rainey Van ZWeden Phone #: 712-202-6929
Mailing Address: 1237 Buchanan Avenue Email: Rainey.vogt@hotmail.com
City: Sioux City State: Iowa Zip: 51108
Cell Phone: 712-202-6929
2nd Contact: Lois Vogt Position/Relationship: Mother
Email: Vogt@siouxian.net Cell Phone: 712-202-6930

Requested Park: The Great Lawn Event Date: July 2, 2016
Event Type: Wedding Ceremony Event Start Time: 12pm
Event End Time: 5pm

Please answer the following questions regarding your proposed events:

Will there be amplified noise such as music, spoken word through a microphone or karaoke? (Use of amplified noise will require a noise variance)

yes

☒ Do you have horses involved in the event? (All animal feces must be managed and removed from public property)

no

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian 712-749-2555, please provide a copy of this permit to the City. You may be required to have a solicitor license.)

no

☐ Check this box if you will be charging admission to this event.

Will you be using an open shelter, the band shell, or the Chautauqua Park Shelter House? (These facilities are available for rent and have a rental fee associated with them - please fill out the rental agreement in addition to this document.)

no

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

no

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

200

Do you have electrical needs? yes Identify: DJ may possibly need to plugin player for ceremony music..

Will there be alcohol at the event? no Will alcohol be sold at the event? no Do you have a liquor license? no

Will you have inflatables at the event? If yes you will be required to provide liability insurance to the City.

no

Are you requesting Street closures? no Which Streets? —

Starting Time: — Ending Time: —

Will there be fireworks involved with this event? If Yes please contact the Fire Chief at 712-732-8010.

no

Are you requesting security services provided by Storm Lake Public Safety? SLPS may require security services.

no

Signature Field: Rainey Van ZWeden Date: 03/29/16

Based on the answers provided on the first page of this application, City staff will review your event application and provide you with staff support for the event to ensure that you have the appropriate permits, licenses, and reservations in place for a successful event. If you have any questions regarding this application please contact the City Clerk's office at 712-732-8000 or by email at cityclerk@stormlake.org.

CITY OF STORM LAKE USE ONLY

Noise Variance Required ☐ Issued by: Council Approval Date:

Fireworks Permit Required: ☐ Issued by: Council Approval Date:

Liquor License Required ☐ License Holder Name:

Street Closure Required ☐ Approved by:

☐ Needs Council Approval Council Approval Date:

☐ Press Release Needed Press Release Date:

Facility Rental Required ☐ ☐ Rental Process Completed Confirmed Rental by:

☐ Chautauqua Park Shelter ☐ AWAYSIS Park Shelter ☐ Great Lawn ☐ Band Shell ☐ Frank Starr Park Shelter

Solicitor License Required ☐ Approved by: Permit Number:

Tent Location Approved ☐ Approved by: Date:

Liability Insurance Required ☐ Copy Received By: Date:

Security Services Required ☐ Approved by:

Fencing Needed ☐ ☐ Beer Garden Fencing Required ☐ Security Fencing Required
☐ City providing & placing fence ☐ Map showing fence location received

Council Approval Required ☐ ☐ Private sales on Public Property
☐ Authorization for use of City staff Council Approval Date:

☐ Event added to Park Calendar

Public Safety Approval: Date:

Parks Dept. Approval Date:

Public Works Approval: Date:

Administration Approval: Date:

Additional
Notes:



**Public Safety
Police & Fire
PERMIT**

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: Van Zweden Wedding Event

Issued To:

Name: Rainey Van Zweden

Organization:

Address: 1237 Buchanan Avenue, Sioux City, IA 51108

Phone: 712-202-6929

Date(s) of Event: Saturday, 7-2-2016

Time(s) of Event: 12:00pm until 5:00pm

Expiration of Permit: 7-3-2016

Location / Area
of Use:

Awaysis Park - The Great Lawn

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Date: 4-19-2016

Signature:

Please Print

Title: Public Safety Director

Staff Summary

4/18/2016

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: James H. Patrick, City Manager

SUBJECT: Motion To Approve Easement

BACKGROUND: The City was awarded funds from Iowa Department of Agriculture and Land Stewardship to construct two Bio-Reactors. One of these Bio-Reactors will be constructed at the edge of the Field of Dreams to treat water from Drainage District 25 as well as urban runoff. The other Bio-Reactor will be constructed in the Expansion Industrial Park.

The Storm Lake Foundation, owners of the Field of Dreams, have approved the easement agreement. The Council is now requested to favorably consider approving the easement.

FISCAL IMPACT: One dollar impact.

RECOMMENDATION: Motion to approve the easement with Storm Lake Foundation.

ATTACHMENTS:

Description	Type
☐ Storm Lake Foundation Easement	Backup Material

Return To: Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

Preparer: Philip E. Havens, Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

EASEMENT AGREEMENT

This Easement Agreement is made and entered into this _____ day of _____, 2016, by and between the Storm Lake Foundation, an Iowa nonprofit corporation, hereinafter referred to as Grantor, and the City of Storm Lake, Iowa, an Iowa municipal corporation, hereinafter referred to as Grantee.

SECTION 1. Permanent Easement. In consideration of the sum of one dollar (\$1.00), the Grantee's construction of certain public improvements, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells, and conveys to Grantee, its successors and assigns a permanent easement for the purpose of laying, constructing, operating, inspecting, repairing, restoring, maintaining, replacing, substituting, relocating and removing a subsurface bioreactor in, through, under, across and on the real estate in Buena Vista County, Iowa described under the heading, "Permanent Easement" on attached Exhibit 1. The real estate subject to the permanent easement is referred to below as the Permanent Easement Area. Grantee may, but is not required to, fence all or part of the Permanent Easement Area and, if Grantee elects, to secure such fence with locks, to protect or preserve the bioreactor.

SECTION 2. Term. The rights granted in this Easement Agreement shall be possessed and enjoyed by Grantee, its successors and assigns so long as the bioreactor constructed pursuant hereto shall be maintained and operated by Grantee, its successors or assigns.

SECTION 3. Additional Rights of Grantee. Grantee shall have the rights of ingress and egress to and from the Permanent Easement Area for any purpose necessary to the exercise by Grantee of the rights granted herein.

SECTION 4. Rights of Grantor. Grantor reserves the right to use and enjoy the Permanent Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. However, Grantor shall not have the right to locate any building or any surface installation on any part of the Permanent Easement Area or to fence the whole or any part thereof. Grantee must have access to the Permanent Easement Area at all times. Grantor shall not drive or park any vehicle on the Permanent Easement Area or knowingly permit or allow others, except Grantee, to do so. Grantor understands and agrees that the Permanent Easement Area shall not be available for use as a vehicular parking area, as it has been used in the past by Grantor.

SECTION 5. **Treatment and Restoration of Surface.** Grantee shall leave the Permanent Easement Area free of any piles of dirt and shall plant and grow native vegetation in the Permanent Easement Area. If and when the said bioreactor is no longer used or maintained by Grantee, Grantee shall restore the surface of the Permanent Easement Area as near to its condition immediately before the construction and installation of the bioreactor as may be possible.

SECTION 6. **Warranty of Title.** Grantor covenants that Grantor is the owner of the Permanent Easement Area and the Temporary Easement Area, and has the right, title and capacity to grant said premises.

SECTION 7. **Effect of Agreement.** This Agreement shall be binding upon the heirs, legal representatives, successors or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in Storm Lake, Iowa, on the day and year first above written.

GRANTEE:

CITY OF STORM LAKE, IOWA

By: _____
Jon Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

GRANTOR:

THE STORM LAKE FOUNDATION

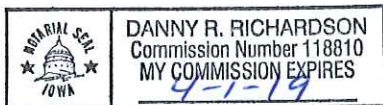
By: _____
Hugh J. Perry, President

By: _____
Dan Hegarty, Secretary

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the 13th day of April, 2016, by

Hugh J. Perry and Dan Hegarty, as President and Secretary of The Storm Lake Foundation.



Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2016, by
Jon F. Kruse and Sue Vossberg, as Mayor and City Clerk, respectively, of the City of Storm Lake,
Iowa.

Notary Public in and for the State of Iowa

Exhibit 1

Permanent Easement

The North One Hundred Sixty Feet (N 160') of the South One Hundred Ninety Feet (S 190') of the East Sixty Feet (E 60') of the West One Hundred Twenty Feet (W 120') of the following described property:

A part of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section 34, T-91-N R-37-W of the 5th P.M., Buena Vista County, Iowa, and being more fully described as follows:

Beginning at the Northwest (NW) corner of the Southwest Quarter (SW¼) of said Section 34; thence on an assumed bearing of South, along the West line of said Southwest Quarter (SW¼), 524.83 Feet to the point of beginning.

Thence continuing South, along the West line of said Southwest Quarter (SW¼), 800.00 Feet to the South line of the Northwest Quarter (NW¼) of said Southwest Quarter (SW¼); thence North 89°56'56" East, along the South line of the Northwest Quarter (NW¼) of said Southwest Quarter (SW¼), 1272.84 Feet; thence North 00°00'10" West, 800.00 Feet; thence South 89°56'56" West, 1272.80 Feet to the point of beginning.

Staff Summary

4/18/2016

Agenda Item # 3.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Public Hearing Concerning Annexation Of West Loc Development, LLC Property

BACKGROUND: The City has received an annexation petition for West Loc Development, L.L.C. property generally located south of Westlake Estates and west of Hwy 110. Council set a consultation session with the County Board of Supervisors which was held on February 24, 2016. Council also set this Public Hearing for public comments concerning the annexation.

FISCAL IMPACT: There is no fiscal impact.

RECOMMENDATION: Council Open the hearing, Hear the Public Comments, and Close the Public Hearing.

Staff Summary

4/18/2016

Agenda Item # 4.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

[p \(712\) 732-8000](tel:(712)732-8000)

[f \(712\) 732-4114](tel:(712)732-4114)

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Resolution No. 113 R-2015-2016 Approving Voluntary Annexation Of Territory In Unincorporated Buena Vista County

BACKGROUND: Council directed that a public hearing and consultation session with the County be conducted regarding the voluntary annexation request of land owned by West Loc Development, LLC. The consultation session was conducted on February 24, 2016 with Supervisor Paul Merten attending on behalf of the County. The County Board of Supervisors did not take a position in support or against the annexation. Required notices were sent to all adjoining land owners informing them of the public hearing which was just held. Now the public hearing is completed.

It appears that the intentions of West Loc Development, LLC is to create a subdivision south of Westlake Estates. The annexation is consistent with the City's comprehensive plan.

FISCAL IMPACT: There is minimal fiscal impact on the City at this time. Long term impact will be increased tax base which should defray the infrastructure construction costs and maintenance.

RECOMMENDATION: Adopt Resolution No. 113 R-2015-2016 Approving the Voluntary Annexation of Territory in Unincorporated Buena Vista County.

ATTACHMENTS:

Description	Type
☐ Resolution No. 113-R-2015-2016	Resolution

RESOLUTION NO. 113-R-2015-2016

RESOLUTION APPROVING VOLUNTARY ANNEXATION OF TERRITORY IN UNINCORPORATED BUENA VISTA COUNTY

WHEREAS, on February 1, 2016, by Resolution No. 92-R-2015-2016, the City Council duly resolved that the application for voluntary annexation received from the owner of one parcel of real estate, identified below as Parcel A, requesting that the City voluntarily annex Parcel A, be set down for hearing on April 18, 2016 at 5:00 P.M., in the Council Chambers at City Hall. The parcel is adjacent to the western boundary of the City of Storm Lake, Iowa and generally located west of Iowa Highway 110 and south of the subdivisions comprising the area in the City of Storm Lake known as West Lake Estates. The owner of Parcel A and the legal description of such parcel are as follows:

Parcel A, identified for taxation purposes as Parcel Numbers 14-08-176-005, consisting of 32.74 acres according to the Buena Vista County, Iowa Auditor's records, is owned by West Loc Development, L.L.C., and legally described as:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼) OF SECTION 8, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE FIFTH P.M., BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST (SE) CORNER OF SAID NORTHWEST QUARTER (NW ¼); THENCE ON AN ASSUMED BEARING OF NORTH 00°00'00" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW ¼), 40.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUING NORTH 00°00'00" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW ¼), 1109.08 FEET; THENCE NORTH 89°48'19" WEST, 415.57 FEET; THENCE NORTH 00°01'36" EAST, 20.00 FEET TO THE SOUTHEAST (SE) CORNER OF WEST LAKE ESTATES THIRD ADDITION; THENCE NORTH 89°44'45" WEST, ALONG THE SOUTH LINE OF WEST LAKE ESTATES THIRD AND FOURTH ADDITION TO STORM LAKE, IOWA, 912.14 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼); THENCE SOUTH 00°06'48" WEST, ALONG THE WEST LINE

OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ NW $\frac{1}{4}$), 562.42 FEET; THENCE NORTH 89°58'28" EAST, 120.00 FEET; THENCE SOUTH 00°06'48" WEST, 120.00 FEET; THENCE SOUTH 89°58'28" EAST, 120.00 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ NW $\frac{1}{4}$), THENCE SOUTH 00°06'48" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ NW $\frac{1}{4}$), 443.95 FEET; THENCE SOUTH 89°38'52" EAST, 1329.94 FEET TO THE POINT OF BEGINNING; AND **EXCEPT LOT "A"**.

WHEREAS, the right-of-way of Iowa Highway 110, a State of Iowa highway, is situated, in part, upon the eastern part of Parcel A and adjoins the entire eastern-most boundary of such parcel; and

WHEREAS, that part of the Iowa Highway 110 right-of-way that is situated upon the eastern part of Parcel A and that part of the Iowa Highway 110 right-of-way, if any, that adjoins and lies between the eastern-most boundary of Parcel A and the centerline of Highway 110 should be included with the real estate West Loc Development, L.L.C. proposes to annex in the territory that the City is annexing;

WHEREAS, the legal description of the entire territory proposed to be annexed, including Parcel A and the part of the highway right-of-way that adjoins the parcel, 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-1," and a map of the territory being annexed in reference to the existing city limits of the City of Storm Lake and the city limits of the City of Lakeside is attached as Exhibit "B-2;"

WHEREAS, the territory proposed to be annexed adjoins the boundary of the City of Storm Lake in the western part of such city, is outside the boundaries of any other city, and is not

within two miles of the boundaries of any other city and, therefore, not within an urbanized area 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 February 24, 2016, attended by City Manager James Patrick, Assistant City Manager Keri Navratil, City Clerk Sue Vossberg, City Attorney Phil Havens, and County Supervisor Paul Merten;

WHEREAS, the Buena Vista County Board of Supervisors did not adopt a resolution, as specified in Iowa Code Section 368.7(1)(b)(2), within thirty days after the consultation meeting, stating whether or not it supports the application for annexation or whether it takes no position in support of or against this 100% voluntary annexation but, on March 1, 2016, did, by motion, adopt a position in favor of the proposed voluntary annexation;

WHEREAS, the Buena Vista County Auditor has been provided the legal description of Parcel A proposed to be annexed, and the name of titleholder of such parcel and of all adjoining land not presently within the city limits of the City of Storm Lake, Iowa, and has confirmed in writing that such names and legal description are accurate and complete;

WHEREAS, due notice of the April 18, 2016 hearing on the proposed annexation was published in the Storm Lake Times on March 23, 2016, 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 March 22, 2016, to all affected utilities, the Board of Supervisors of Buena Vista County, Iowa, the County Attorney of Buena Vista County, Iowa, the Chairperson of the Board of Supervisors of Buena Vista County, Iowa, the Attorney General of the State of Iowa, the Iowa Department of

Transportation, Northwest Iowa Planning and Development Commission, and 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, the City Council wishes to include in its resolution approving annexation a provision to make the annexed territory part of the Storm Lake 3rd Voting Precinct, and has given notice of its intent to consider such a provision in the mailed and published notices of the hearing on annexation; and

WHEREAS, in accordance with said notices, those interested in the annexation, both for and against, have been given opportunity to be heard with respect thereto and have presented their views to the City Council and that hearing has now been closed.

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. Effective at such time as this approved annexation becomes effective, as provided below, the annexed territory, with an estimated population of 0 persons, shall be part of the Storm Lake 3rd Voting Precinct.

3. Given that, in its application for annexation, the owner of Parcel A waived the right to withdraw its application within three business days after this public hearing, the City Clerk, without delay, is hereby authorized and directed to file a certified copy of this resolution, maps, and legal description of the territory approved for annexation with the Iowa Secretary of State, the Board of Supervisors of Buena Vista County, each affected public utility, the Iowa

Department of Revenue, and the Iowa Department of Transportation; and also to record a copy of the legal description, maps, and resolution with the Recorder of Buena Vista County, Iowa, pursuant to Iowa Code Section 368.7(2).

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, effective upon acknowledgment by the Iowa Secretary of State’s office that the Secretary of State has received a copy of the legal description, maps, and this resolution.

Passed and approved this 18th day of April, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF TERRITORY APPROVED FOR ANNEXATION, INCLUDING BOTH THE PARCEL REFERRED TO AS "PARCEL A" IN THESE ANNEXATION PROCEEDINGS, AND THE ADJACENT PART OF HIGHWAY RIGHT-OF-WAY MORE PARTICULARLY DESCRIBED BELOW

Parcel A

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼) OF SECTION 8, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE FIFTH P.M., BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

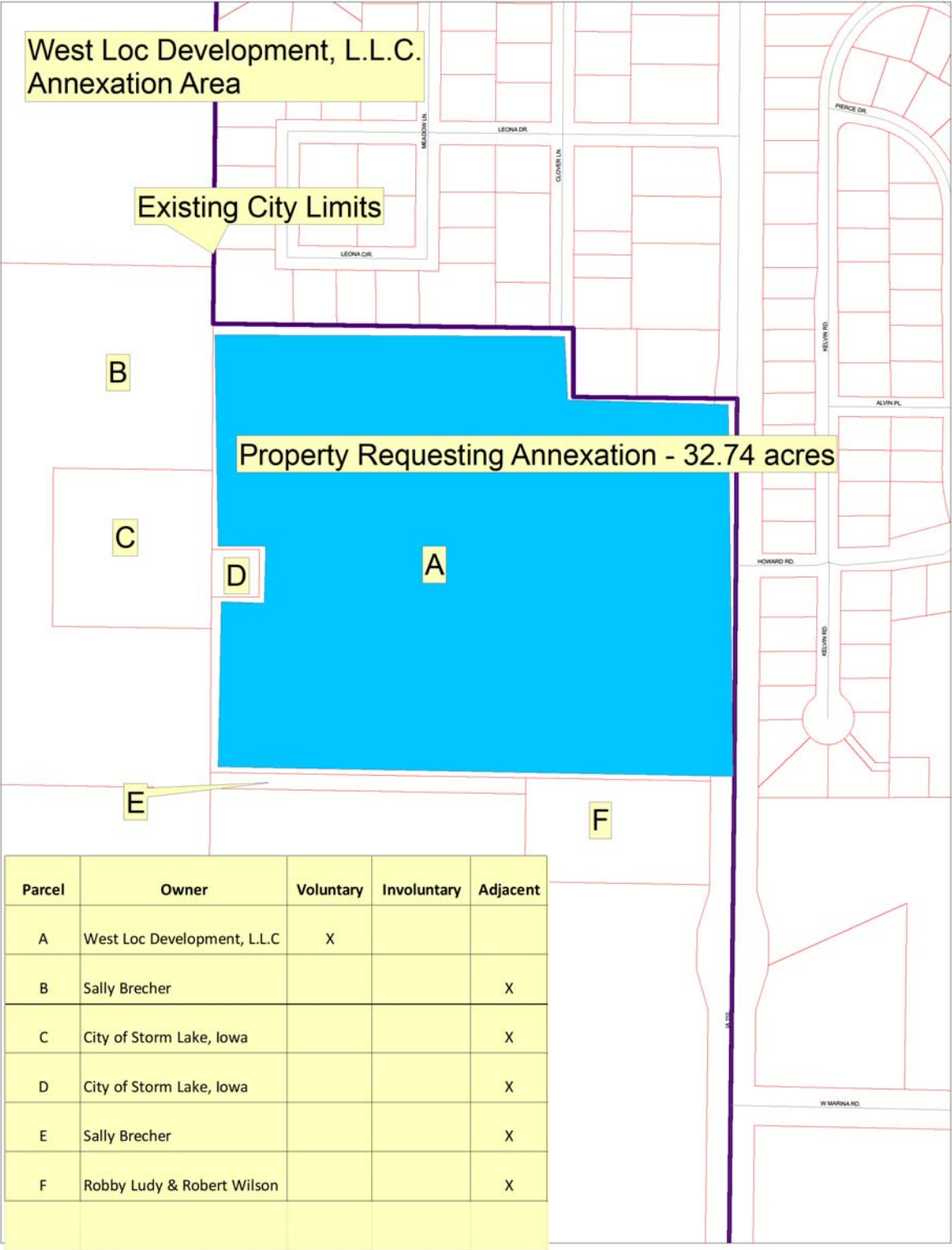
COMMENCING AT THE SOUTHEAST (SE) CORNER OF SAID NORTHWEST QUARTER (NW ¼); THENCE ON AN ASSUMED BEARING OF NORTH 00°00'00" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW ¼), 40.00 FEET TO THE POINT OF BEGINNING. THENCE CONTINUING NORTH 00°00'00" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW ¼), 1109.08 FEET; THENCE NORTH 89°48'19" WEST, 415.57 FEET; THENCE NORTH 00°01'36" EAST, 20.00 FEET TO THE SOUTHEAST (SE) CORNER OF WEST LAKE ESTATES THIRD ADDITION; THENCE NORTH 89°44'45" WEST, ALONG THE SOUTH LINE OF WEST LAKE ESTATES THIRD AND FOURTH ADDITION TO STORM LAKE, IOWA, 912.14 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼); THENCE SOUTH 00°06'48" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼), 562.42 FEET; THENCE NORTH 89°58'28" EAST, 120.00 FEET; THENCE SOUTH 00°06'48" WEST, 120.00 FEET; THENCE SOUTH 89°58'28" EAST, 120.00 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼), THENCE SOUTH 00°06'48" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼), 443.95 FEET; THENCE SOUTH 89°38'52" EAST, 1329.94 FEET TO THE POINT OF BEGINNING; AND **EXCEPT LOT "A"**¹.

AND

That part of the Iowa Highway 110 right-of-way that is situated upon the eastern part of Parcel A and that part of the Iowa Highway 110 right-of-way, if any, that adjoins and lies between the eastern-most boundary of Parcel A and the centerline of Iowa Highway 110.

¹ "Lot A" is not the same as, and should not be confused with, "Parcel A". "Lot A" is a lot designation by a surveyor, whereas "Parcel A" is the City's designation of the parcel subject to these annexation proceedings.

Exhibit B-1

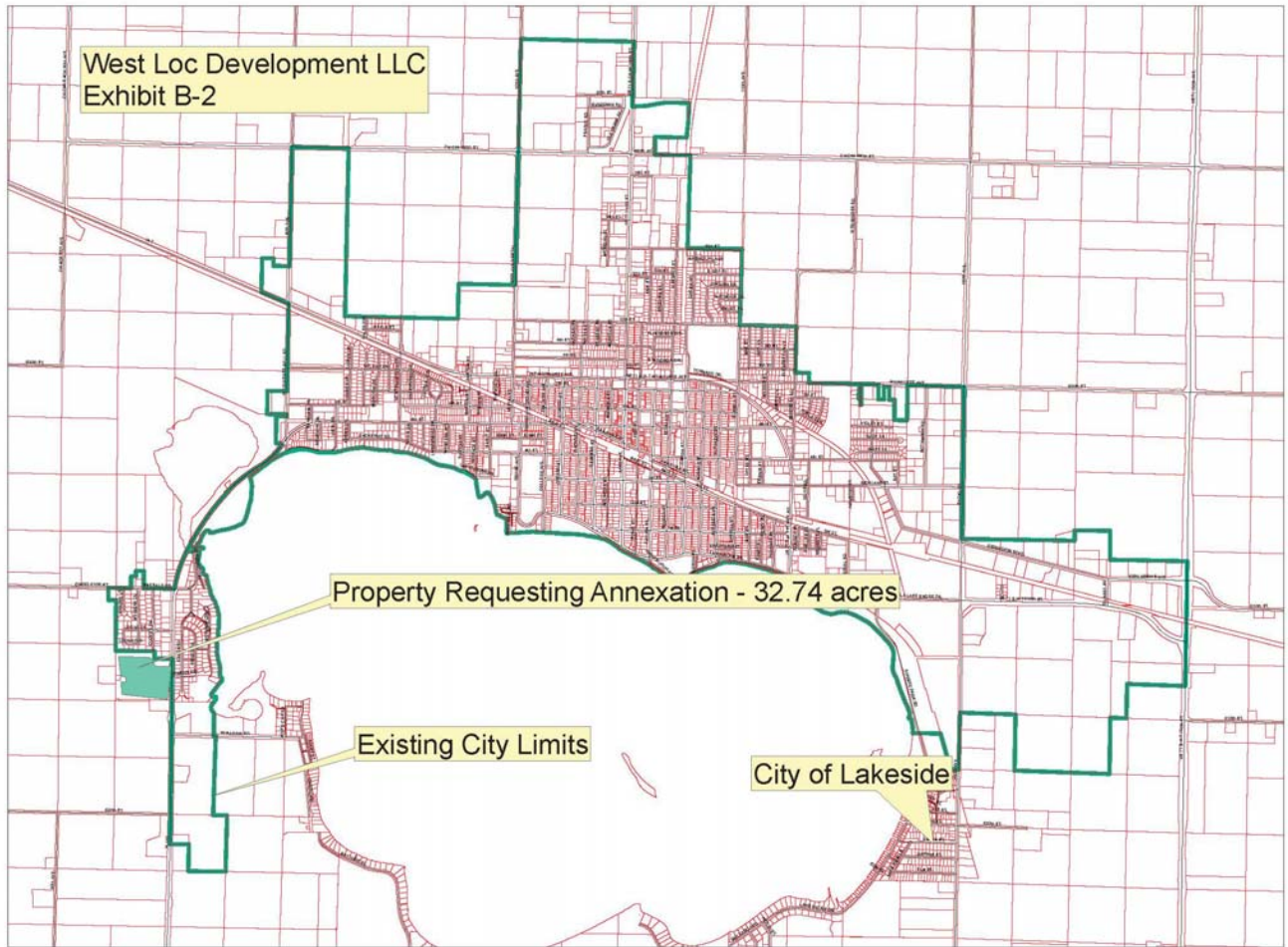


West Loc Development LLC
Exhibit B-2

Property Requesting Annexation - 32.74 acres

Existing City Limits

City of Lakeside



Staff Summary

4/18/2016

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: Jason Etnyre, Public Works Director

SUBJECT: Public Hearing on Plans, Specs, and Form of Contract for the 2016 Erie Street CDBG Storm Water Improvements Project

BACKGROUND: On January 5, 2015 the City Council entered into contract with Bolton & Menk for the engineering services associated with the 2016 Erie Street project.

The projects will consist of the reconstruction of Erie Street from Highway 71 (Milwaukee Avenue) to 6th Street in the City of Storm Lake.

This is the time for the Public Hearing on Plans, Specs, and Form of Contract for the 2016 Erie Street Project

FISCAL IMPACT: The estimated cost of the project is \$1,485,910. This project will be paid for with a CDGB grant, General Obligation Bond, and Road Use Tax funds.

RECOMMENDATION: Recommend that the Mayor and Council open the Public Hearing for comments and commentary, consider the comments and close the Public Hearing.

Staff Summary

4/18/2016

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: Jason Etnyre, Public Works Director

SUBJECT: Resolution No. 114-R-2015-2016 Approving The Plans, Specifications, and Form Of Contract For The 2016 Erie Street CDBG Stormwater Improvements Project

BACKGROUND: On January 5, 2015 the City Council entered into contract with Bolton & Menk for the engineering services associated with the 2016 Erie Street project.

The project will consist of the reconstruction of Erie Street from Highway 71 (Milwaukee Avenue) to 6th Street in the City of Storm Lake.

There were 2 separate public input/informational meetings held on this project, discussions with Council, and a Public Hearing on this project. The plans have been appropriately modified and are ready for Council's consideration prior to bidding the project.

FISCAL IMPACT: The estimated cost of the project is \$1,485,910. This project will be paid for with a CDGB grant, General Obligation Bond, and Road Use Tax funds.

RECOMMENDATION: Recommend that Council Adopt Resolution No. R-2015-2016 thereby approving the Plans, Specifications, and Form of Contract for the 2016 Erie Street Project.

ATTACHMENTS:

Description	Type
□ Resolution No. 114-R-2015-2016	Resolution

RESOLUTION NO. 114-R-2015-2016

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE CITY OF STORM LAKE
ERIE STREET CDBG STORMWATER IMPROVEMENTS PROJECT**

WHEREAS, the plans, specifications, form of contract and estimate of cost were filed with the CITY for the construction of certain public improvements described in general as the Erie Street CDBG Stormwater Improvements 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:

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

Section 1. That the said plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 18th day of April 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

4/18/2016

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: Jason Etnyre, Public Works Director

SUBJECT: Motion To Approve Quote For 2016 Bio-Reactor Projects

BACKGROUND: In February of 2016 the City of Storm Lake sent out a Request for Quotes (RFQ) from several excavation contractors throughout the area. These included Healy, RGE, Schoon, H&W, Heinsohn, and Erpelding. Of the 6 firms contacted 4 returned quotes for the work to be performed at the Field of Dreams site and the Highway 71 site. Of those four quotes received Healy Excavating of Lake View submitted the lowest quote. Easements for the Field of Dreams has been approved.

FISCAL IMPACT: Healy Excavating of Lake View submitted a quote in the amount of \$47,678 to perform the work required to construct both the Field of Dreams bioreactor and also the SLU Highway 71 bioreactor. This project will be fifty percent funded with WQI funds.

RECOMMENDATION: Recommend that Council approve the quote submitted by Healy Excavating in the amount of \$47,678.

ATTACHMENTS:

Description	Type
□ Bid Tab	Backup Material

City of Storm Lake
Bio-Reactor Construction
Storm Lake, IA

TABULATION OF BIDS
March 1, 2016 @ 10:00 AM



Bolton & Menk, Inc.
Spencer, Iowa

Line No.	Description	Unit	Quantity	Engineer's Estimate		Healy Excavating Lake View, IA		Redings Gravel & Excavating Co, Inc. Storm Lake, IA		Schoon Construction & Excavation, LLC Cherokee, IA		H & W Contracting, LLC Sioux Falls, SD	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	TRAFFIC CONTROL	LS	1	\$500.00	\$500.00	\$500.00	\$500.00	\$800.00	\$800.00	\$750.00	\$750.00	\$250.00	\$250.00
2	MOBILIZATION	LS	1	\$4,800.00	\$4,800.00	\$750.00	\$750.00	\$940.00	\$940.00	\$4,250.00	\$4,250.00	\$6,000.00	\$6,000.00
3	EXCAVATION, CLASS 13	CY	1307	\$6.00	\$7,842.00	\$6.85	\$8,952.95	\$12.00	\$15,684.00	\$12.50	\$16,337.50	\$7.50	\$9,802.50
4	ENGINEERING FABRIC	SY	1750	\$3.00	\$5,250.00	\$2.95	\$5,162.50	\$1.50	\$2,625.00	\$1.95	\$3,412.50	\$3.00	\$5,250.00
5	8" HDPE SOLID WALL	LF	102	\$22.00	\$2,244.00	\$18.75	\$1,912.50	\$23.00	\$2,346.00	\$24.00	\$2,448.00	\$35.00	\$3,570.00
6	6" HDPE SOLID WALL	LF	703	\$14.00	\$9,842.00	\$16.75	\$11,775.25	\$13.00	\$9,139.00	\$12.05	\$8,471.15	\$32.00	\$22,496.00
7	8" HDPE PERFORATED	LF	116	\$25.00	\$2,900.00	\$30.10	\$3,491.60	\$23.00	\$2,668.00	\$22.50	\$2,610.00	\$32.50	\$3,770.00
8	6" HDPE PERFORATED	LF	116	\$19.00	\$2,204.00	\$20.20	\$2,343.20	\$13.00	\$1,508.00	\$19.25	\$2,233.00	\$26.00	\$3,016.00
9	REMOVAL OF STORM SEWER, VCP, 16"	LF	8	\$20.00	\$160.00	\$15.00	\$120.00	\$86.00	\$688.00	\$50.00	\$400.00	\$10.00	\$80.00
10	REMOVAL OF STORM SEWER, RCP, 15"	LF	8	\$20.00	\$160.00	\$15.00	\$120.00	\$86.00	\$688.00	\$50.00	\$400.00	\$15.00	\$120.00
11	NYLOPLAST WATER CONTROL STRUCTURE	EA	5	\$2,500.00	\$12,500.00	\$2,100.00	\$10,500.00	\$2,580.00	\$12,900.00	\$3,225.00	\$16,125.00	\$3,000.00	\$15,000.00
12	CONNECTION TO EXISTING INTAKE	EA	1	\$500.00	\$500.00	\$350.00	\$350.00	\$1,820.00	\$1,820.00	\$500.00	\$500.00	\$700.00	\$700.00
13	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	AC	0.5	\$500.00	\$250.00	\$2,000.00	\$1,000.00	\$7,680.00	\$3,840.00	\$2,500.00	\$1,250.00	\$3,000.00	\$1,500.00
14	SILT FENCE OR SILT FENCE DITCH CHECK	LF	100	\$4.50	\$450.00	\$4.00	\$400.00	\$5.00	\$500.00	\$4.50	\$450.00	\$5.00	\$500.00
15	INLET PROTECTION DEVICE, SURFACE APPLIED	EA	2	\$100.00	\$200.00	\$150.00	\$300.00	\$110.00	\$220.00	\$115.00	\$230.00	\$125.00	\$250.00
TOTAL BASE BID					\$49,802.00		\$47,678.00		\$56,366.00		\$59,867.15		\$72,304.50

1-Mar-16

H:\SMLK\P11.109622- Water Qual Init\Bio-Reactor Construction\{P11.109622 BidTab.xlsx\}Bid Tabulation

Staff Summary

4/18/2016

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, Assistant City Manager

SUBJECT: Resolution No. 115-R-2015-2016 Approving Change Order #1 For The Runway 13/31 Rehabilitation Project.

BACKGROUND: On July 7, 2014, the City entered into a contract with Godbersen-Smith Construction Company for the Rehabilitation of Runway 13/31. This change order is a reduction of \$(26,056.75) reflects the final balancing of quantities to consider the project complete.

FISCAL IMPACT: The original contract amount approved was \$663,224.90 and with the reduction of \$(26,056.76) the new contract price will be \$637,168.14.

RECOMMENDATION: Staff recommends approving Changer Order #1 in the amount of \$(26,056.76).

ATTACHMENTS:

Description	Type
□ Resolution No. 115-R-2015-2016	Resolution
□ Change Order	Contract

RESOLUTION NO. 115-R-2015-2016

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

To approve Change Order No. 1 to the contract with Godbersen Smith for the Runway 13/31 Rehabilitation Project, a deduction of \$26,056.76 to the contract for final balancing of quantities used.

Cost of Change Order No. 1 is a deduction of \$26,056.76 to the contract. Total contract cost after Change Order No. 1 is \$637,168.14.

PASSED AND APPROVED this 18th day of April, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

PROJECT: Runway 13/31 RehabilitationDATE OF ISSUANCE: April 6, 2106EFFECTIVE DATE: April 6, 2016OWNER: City of Storm LakeENGINEER'S PROEJCT NO. T51.108597CONTRACTOR: Godbersen SmithENGINEER: Bolton & Menk, Inc

You are directed to make the following changes in the Contract Documents.

Description:

Balancing Change Order

Reason for Change Order:

Final balancing change order for quantities

Attachments (List of Documents Supporting Change):

See attached document

CHANGES IN CONTRACT PRICE:	CHANGES IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$663,224.90	Substantial Completion: <u>0</u> days or dates
	Ready for final payment: <u> </u> days or dates
Net Changes from Change Order No. 000 to No. <u>000</u>	Net changes from previous Change Orders No. <u>000</u> to No. <u>000</u>
\$0.00	0 days
Contract Price Prior to this Change Order	Contract Times Prior to this Change Order
\$663,224.90	Substantial Completion: <u>0</u> days or dates
	Ready for final payment: <u> </u> days or dates
Net Increase of this Change Order	Net <u>(Increase/Decrease/No Change)</u> of this Change Order
-\$26,056.76	0 days
Contract Price with all approved Change Orders	Contract Times will all approved Change Orders
\$637,168.14	Substantial Completion: <u>0</u> days or dates
	Ready for final payment: <u> </u> days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: Gregory Brown
Engineer (Authorized Signature)By: [Signature]
Owner (Authorized Signature)By:
Contractor (Authorized Signature)Date: 4/6/2016Date: Apr 6 16Date:

CHANGE ORDER #1 - RUNWAY 13/31 REHABILITATION

ITEM NO	FAA REF NO.	ITEM	UNIT PRICE	QUANTITY CHANGE	UNIT	TOTAL AMOUNT
4	P-101	PAVEMENT MARKING REMOVAL	\$ 3.27	(3,638.00)	SF	\$ (11,896.26)
5	P-156	INSTALLATION AND REMOVAL OF SILT FENCE	\$ 5.00	(1,000.00)	LF	\$ (5,000.00)
7	P-620	AIRFIELD PAINT, YELLOW	\$ 24.95	70.00	SF	\$ 1,746.50
8	P-620	AIRFIELD PAINT, BLACK	\$ 5.15	140.00	SF	\$ 721.00
10	P-620	REFLECTIVE MEDIA, TYPE #1A	\$ 0.60	5.00	LB	\$ 3.00
11	T-901	SEEDING	\$ 4,000.00	(2.70)	ACRE	\$ (10,800.00)
13	M-361	CRACK SEALANT	\$ 3.00	73.00	LF	\$ 219.00
15	M-564	CONCRETE REPAIR - TYPE 2B (MUD BALL REPAIR)	\$ 250.00	(33.00)	EA	\$ (8,250.00)
16	M-564	CONCRETE REPAIR - TYPE 2B (PARTIAL DEPTH REPAIR)	\$ 800.00	9.00	EA	\$ 7,200.00
						\$ (26,056.76)

Staff Summary

4/18/2016

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, Assistant City Manager

SUBJECT: Resolution No. 116-R-2015-2016 For Final Acceptance Of The Runway 13/31 Rehabilitation Project And Approving Payment Of Retainage.

BACKGROUND: On July 7, 2014, the City entered into a contract with Godbersen Smith for the Rehabilitation of Runway 13/31. The work is now complete with the exception of three damaged runway lights. These lights were listed on the punch list provided to the contractor on August 10, 2015. In March of 2016, the lights were still not fixed.

Nepple Electric provided a quote of \$1,174.80 to repair the lights. An amount of \$1,174.80 has been withheld from final payment to Godbersen Smith to account for the fixing of the three runway lights.

FISCAL IMPACT: The final pay estimate to closeout the project is \$62,542.01. The total cost of the project is \$637,168.14. The project is 90% funded by a Federal Aviation Administration grant.

RECOMMENDATION: Recommend Council approve Resolution No. 116-R-2015-2016 for final acceptance of the Runway 13/31 rehabilitation project and approving payment of retainage.

ATTACHMENTS:

Description	Type
Project Acceptance Letter	Letter



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

P.O. Box 668 • 2730 Ford Street • Ames, IA 50010-0668

Phone (515) 233-6100 • Fax (515) 233-4430

www.bolton-menk.com

April 6, 2016

Mr. James Patrick
City Manager
Storm Lake City Hall
620 Erie Street
Storm Lake, IA 50588

RE: Runway 13/31 Rehabilitation
Storm Lake Municipal Airport
City of Storm Lake

Dear James:

Attached are the originals of Change Order #1 and Pay Request #4 in the amount of \$62,542.01 for your review and acceptance of the above reference project. Pay Request #4 provides release of retainage for the project. Change Order #1 includes a balancing of project quantities to consider the project complete. The document has been signed by the Engineer and is recommended for approval at the April 18th Council meeting.

During the construction of the project the contractor damaged three runway lights. These lights were listed on the punch list provided to the contractor on August 10, 2015. In March of 2016 the light were still not fixed. Nepple Electric was contacted and a price was requested to fix the three broken lights. The quote provided by Nepple Electric was \$1,174.80. Direction was given to Nepple Electric to repair the lights. An amount of \$1,174.80 has been withheld from the final payment to Godbersen to account for the fixing of the three runway lights.

The document has been signed by the Engineer and is recommended for approval at the April 18th Council meeting.

Sincerely,

BOLTON & MENK, INC.

Gregory A. Broussard, PE
Project Engineer

Encl.

Staff Summary

4/18/2016

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: Ron Jacobsen, Wastewater Plant Superintendent

SUBJECT: Approve An Agreement With V&K For Engineering Services For The Wastewater Operations Building Study

BACKGROUND: At the April 4th council meeting, council approved to move forward on an engineering study for the wastewater operations building with V&K. This is the agreement with V&K for their services.

FISCAL IMPACT: Not to exceed \$16,400

RECOMMENDATION: Recommend that council approve the agreement with V&K Engineering to conduct the Wastewater Control Building Study.

ATTACHMENTS:

Description	Type
□ Wastewater Operations Bulding Studay Agreement	Contract

AGREEMENT

WASTEWATER OPERATIONS BUILDING STUDY CITY OF STORM LAKE, IOWA

THIS AGREEMENT, made and entering into this ____ day of 20 __, by and between the **CITY OF STORM LAKE, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, hereinafter referred to as the **City**, and **VEENSTRA & KIMM, INC.** hereinafter referred to as the **Engineers**, a corporation organized and existing under the laws of the State of Iowa, with principal offices located in West Des Moines, Iowa,

WITNESSETH, THAT WHEREAS, the wastewater treatment plant for the City includes an approximately 5,775 square foot operations building constructed as part of the treatment plant in 1983, and

WHEREAS, the City has determined the existing building is not configured in a manner that effectively allows the space to be utilized for the current operation of the wastewater treatment plant, and

WHEREAS, the City desires to retain the Engineers to evaluate the entire space utilization of the wastewater operations building and to evaluate the building to determine improvements to bring the building up to current building code and functional requirements, with said study being referred to as the **Wastewater Operations Building Study**, or the **Project**.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City retains the Engineers to undertake the Project subject to the following terms, conditions, and stipulations to wit:

1. **SCOPE OF PROJECT.** The Wastewater Operations Building Study is intended to complete a two-part analysis of the operations building at the wastewater treatment plant. The first element of the study is to evaluate a space utilization and to develop recommended improvements to improve the space utilization. The second component of the study is to evaluate the physical condition of the building, including its HVAC, roofing systems and lighting systems, and to develop recommended improvements to bring the building up to current code requirements and to incorporate building systems that are more efficient and consistent with the current operations of the wastewater treatment plant.
2. **SCOPE OF SERVICES.** The scope of services for the Project shall include, but not necessarily be limited to, the following:
 - a. Kickoff workshop with all team members to review the scope of the Project and the goals and objectives of the City in undertaking the space needs evaluation.

- b. Initial prioritization analysis developed based on input from City staff.
- c. Evaluation of existing space utilization and develop schematic alternatives for space utilization improvements.
- d. Review conceptual space utilization alternatives with City staff.
- e. Based on City staff input, refine space utilization and space layout and determine preferred space utilization.
- f. Evaluate the structural issues relating to the new space configuration.
- g. Evaluate the existing building enclosure and roofing systems and develop recommendations for modifications and improvements.
- h. Evaluate the existing HVAC system and develop recommendations for renovations and upgrades to the existing HVAC system.
- i. Evaluate the existing electrical and lighting systems and develop recommendations for improvements to existing electrical and lighting systems.
- j. After the completion of the structural, electrical and HVAC evaluation, integrate the results of those evaluations with the space utilization, focusing on key elements of the renovation, such as the restrooms and shop areas.
- k. Conduct a second workshop with City staff to review the findings and recommendations relative to each of the elements of the Project, including specific space uses, the building enclosure, structural modifications, electrical upgrades, lighting modifications and upgrades and modifications to the building HVAC system.
- l. Following the second workshop transform the ideas of space utilization and building improvements into more specific improvements.
- m. Develop preliminary cost estimates for the improvements.
- n. Develop a first draft of the space utilization study and present the draft report to the City for review and comment.
- o. After presentation of the draft report, conduct a third workshop to review the draft report and to finalize the recommendations of the study.
- p. Following the third workshop, incorporate necessary modifications and adjustments in the draft report and present the final report including estimates of cost and an implementation prioritization plan.

3. **TIME OF COMPLETION.** The study and analysis and preparation of the preliminary report will be completed within approximately 120 days after Notice to Proceed.
4. **RESPONSIBILITY OF THE CITY.** It is understood and agreed the City will provide assistance in the study. The assistance will include making available relevant information that will affect the study. Specific items of responsibility for the City includes:
 - a. Making available any existing information on the sanitary sewer system and lift stations.
 - b. Provide relevant information on existing mapping and other similar information in the areas impacted by the study.
5. **SERVICES NOT INCLUDED.** Services under this Agreement shall not include preparation of any working drawings or contract drawings, or preparation of any plans and specifications, or the taking of bids for any Project conceived in this report.

Work under this Agreement shall not include any services associated with any litigation or claims resolution resulting from the final adoption of the report by the City. Any additional services as the result of any litigation or claims resolution shall be considered Extra Work.

6. **REPORT DOCUMENTS.** The results of the studies will be compiled and set forth in a written report which will be presented to the City as outlined in "**2. SCOPE OF SERVICES.**" Five (5) copies of the draft report will be provided and ten (10) copies of the final report will be provided.
7. **COMPENSATION.** The fee for services set forth in this Agreement to the Project shall be on an hourly basis at the standard hourly rates for personnel of the Engineers actually engaged in performance of the services plus reimbursement of direct out of pocket expenses. The fee established under this Agreement for the services set forth in **2. SCOPE OF SERVICES** shall not exceed the sum of Sixteen Thousand Four Hundred Dollars (\$16,400), including expenses.
8. **EXTRA WORK.** Fees stated in this Agreement cover the specific services outlined in this Agreement for the Project. If the City requires additional services of the Engineers in connection with the Project, or changes or modifications in the Project, the Engineers shall receive additional compensation for such services. Such additional compensation shall be at the standard hourly fees of the Engineers' personnel plus expenses for personnel engaged in the authorized performance of Extra Work.

The method of compensation and scope of additional authorized Extra Work shall be mutually agreed upon between the City and the Engineers at the time said work is authorized.

- 9. INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

10. INSURANCE.

The Engineer shall furnish the City with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. Except as noted, the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	1,000,000
Excess Liability (Umbrella)*	7,000,000/7,000,000
Workers' Compensation, Statutory Benefits Coverage B	Statutory
Professional Liability**, ***	2,000,000/2,000,000

*Occurrence/Aggregate

**The Owner is not to be named as an additional insured

***Claims made basis

The Engineer shall provide the City with certificates of insurance on an annual basis showing the renewal of the required general business insurance and professional liability insurance. Renewal certificates of insurance shall be provided within 15 days after the effective date of the renewal of insurance.

- 11. TERMINATION.** Should the City abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionately for the work and services performed until the date of termination.
- 12. ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original, and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF STORM LAKE, IOWA

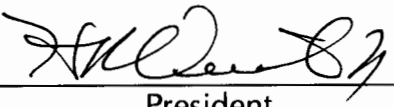
ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By 
President

By Deborah M. Luke

VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2015)

Management I.....	\$158.00
Management II.....	156.00
Process Engineer.....	175.00
Engineer I-A.....	158.00
Engineer I-B.....	148.00
Engineer I-C.....	142.00
Engineer II.....	130.00
Engineer II-B.....	122.00
Engineer III-A.....	115.00
Engineer III-B.....	108.00
Engineer III-C.....	104.00
Engineer IV.....	100.00
Engineer V.....	93.00
Engineer VI.....	88.00
Engineer VII.....	84.00
Engineer VIII.....	80.00
Engineer IX.....	74.00
Engineer X.....	67.00
Engineer XI.....	63.00
Design Technician.....	88.00
Planner I.....	100.00
Planner II.....	75.00
Planner III.....	69.00
Drafter I.....	87.00
Drafter II.....	74.00
Drafter III.....	70.00
Drafter IV.....	66.00
Drafter V.....	56.00
Drafter VI.....	52.00
Drafter VII.....	43.00
Clerical I.....	80.00
Clerical II.....	56.00
Clerical III.....	41.00
Clerical IV.....	33.00
Construction Manager.....	150.00
Surveyor I.....	90.00
Surveyor II.....	81.00
Technician I.....	77.00
Technician II.....	71.00
Technician III.....	67.00
Technician IV.....	62.00
Technician V.....	56.00
Technician VI.....	52.00
Technician VII.....	45.00
Technician VIII.....	40.00
Technician IX.....	33.00
Building Inspector I.....	140.00
Building Inspector II.....	74.00
Robotics.....	30.00/Hour
GPS.....	30.00/Hour
Leica Total Station.....	20.00/Hour
Total Station Robotics.....	15.00/Hour
Tablet.....	45.00/Hour
Fluoroscope.....	50.00/Hour
4-Wheeler.....	45.00/Day
Mileage.....	54¢/Mile

Staff Summary

4/18/2016

Agenda Item # 11.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Resolution No. 117-R-2015-2016 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 For Series 2016A

BACKGROUND: This resolution appoints Bankers Trust Company of Des Moines, Iowa to serve as Paying Agent, Bond Registrar and Transfer agent in connection with the issuance of the \$1,340,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2016 A.

The services offered by Bankers Trust Company are necessary to provide for the maintenance of records, registrations of certificates and payment of principal and interest in connection with the issuance of the bonds as required by law.

FISCAL IMPACT: The fiscal impact will be approximately \$500 annually.

RECOMMENDATION: Recommend that Council adopt Resolution R-117-R-2015-2016.

ATTACHMENTS:

Description	Type
☐ Resolution No. 117-R-2015-2016	Resolution

RESOLUTION NO. 117-R-2015-2016

**RESOLUTION APPOINTING BANKERS TRUST COMPANY
OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT,
NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING
THE PAYING AGENT AND NOTE REGISTRAR AND
TRANSFER AGENT AGREEMENT AND AUTHORIZING THE
EXECUTION OF THE AGREEMENT**

WHEREAS, \$1,340,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2016A, dated May 10, 2016, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by Bankers Trust Company of 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 Bankers Trust Company.

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

1. That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$1,340,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2016A, dated May 10, 2016.

2. That the Agreement with Bankers Trust Company of 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 18th day of April, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

4/18/2016

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, Assistant City Manager

SUBJECT: Resolution No. 118-R-2015-2016 Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance, and Levying a Tax to Pay the Notes; Approval of the Continuing Disclosure Certificate for Capital Loan Notes Series 2016A

BACKGROUND: This resolution authorizes the issuance of \$1,340,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2016A.

This resolution authorizes Council to proceed with the issuance of the Notes in the amount of \$1,340,000 conforming with the terms and conditions of the best bids received at the sale.

The Continuing Disclosure Certificate is required with the sale and delivery of certain bonds, notes, certificates, or other municipal obligations (the "Bonds"), the City is required to make certain undertakings to disclose to the investing public, on a periodic and continuing basis, certain information, as more fully set forth in such undertakings and as contemplated by the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule").

FISCAL IMPACT: The fiscal impact is the debt of \$1,340,000 plus the interest of \$249,124.

RECOMMENDATION: Staff recommends adopting resolution.

ATTACHMENTS:

Description	Type
☐ Resolution No. 118-R-2015-2016	Resolution

RESOLUTION NO. 118-R-2015-2016

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,340,000 TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES, SERIES 2016A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE CONTINUING DISCLOSURE CERTIFICATE

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

WHEREAS, the City is in need of funds to pay costs of adjusting, extending and refunding existing general obligation indebtedness of the City as is more fully set forth in the schedule of Capital Loan Notes to be refunded, hereinafter set forth as Exhibit "A", attached to this resolution, and it is deemed necessary and advisable that the City should authorize Taxable General Obligation Refunding Capital Loan Notes, to the amount of not to exceed \$1,500,000 for such purpose(s); and

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

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

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of not to exceed \$1,500,000 General Obligation Refunding Capital Loan Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes in the amount of \$1,340,000 for such purpose(s); and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

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

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

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Storm Lake, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$1,340,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2016A, authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds the Notes as securities depository.
- "Paying Agent" shall mean Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

- "Project" shall mean the costs of refunding outstanding indebtedness of the City, including to currently refund Taxable General Obligation Urban Renewal Bonds, Series 2007.
- "Project Fund" shall mean the fund into which a portion of the proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.
- "Refunded Bonds" shall mean \$1,310,000 of the \$2,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2007, dated June 1, 2007.
- "Registrar" shall mean Bankers Trust Company of Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

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

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
*\$107,956.50	2016/2017
\$115,277.50	2017/2018
\$114,300.00	2018/2019
\$117,940.00	2019/2020
\$121,500.00	2020/2021
\$124,600.00	2021/2022
\$132,600.00	2022/2023
\$129,850.00	2023/2024
\$137,100.00	2024/2025
\$354,100.00	2025/2026
\$133,900.00	2026/2027

*Payable from levy of Refunded Bonds and cash on hand.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2015 will be collected during the fiscal year commencing July 1, 2016.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Buena Vista County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

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

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Proceeds invested shall mature before the date on which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Note Fund.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2015, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2015, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. Taxable General Obligation Refunding Capital Loan Notes of the City in the amount of \$1,340,000, shall be issued to evidence the obligations of the

Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be on a parity and secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE, SERIES 2016A", be dated May 10, 2016, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2016, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

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

Principal Amount	Interest Rate	Maturity June 1st
\$160,000	1.150%	2018*
\$175,000	1.600%	2020*
\$95,000	2.000%	2021
\$100,000	2.000%	2022
\$110,000	2.500%	2023
\$110,000	2.500%	2024
\$120,000	2.500%	2025
\$340,000	3.000%	2026
\$130,000	3.000%	2027

*Term Notes

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2021, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their

redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

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

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

ii. Mandatory Payment and Redemption of Term Notes. All Term Notes are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note #1

Principal Amount	Interest Rate	Maturity June 1st
\$75,000	1.150%	2017
\$85,000*	1.150%	2018

*Final Maturity

Term Note #2

Principal Amount	Interest Rate	Maturity June 1st
\$85,000	1.600%	2019
\$90,000*	1.600%	2020

*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against

future mandatory redemption requirements for such Term Notes in such order as the City shall determine.

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

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

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

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the

availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

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

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

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

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

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

Section 8. 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. Bankers Trust Company is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

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.

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

Section 9. 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 10. 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 11. 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 Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has

been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

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

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

Section 12. 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 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF BUENA VISTA"
"CITY OF STORM LAKE"
"TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTE"
"SERIES 2016A"
ESSENTIAL CORPORATE PURPOSE

Rate: _____
Maturity: _____
Note Date: May 10, 2016
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: \$ _____

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

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

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of Bankers Trust Company, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2016, and semiannually thereafter on the 1st day of June and December in each year.

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

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

This Note is issued pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, for the purpose of paying costs of refunding outstanding indebtedness of the City, including to currently refund Taxable General Obligation Urban Renewal Bonds, Series 2007, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

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

Notes maturing after June 1, 2021, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

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

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

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

The Notes maturing on June 1, 2018 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 1.15% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note #1

Principal Amount	Maturity June 1st
\$75,000	2017
\$85,000*	2018

*Final Maturity

Term Note #2

Principal Amount	Maturity June 1st
\$85,000	2019
\$90,000*	2020

*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the City shall determine.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, the Registrar. Such transfer on the books shall occur only

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

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

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

Date of authentication: _____
This is one of the Notes described in the within mentioned Resolution, as registered by Bankers Trust Company.

BANKERS TRUST COMPANY, Registrar

By: _____
Authorized Signature

Registrar and Transfer Agent: Bankers Trust Company

Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF STORM LAKE, STATE OF IOWA

By: _____ (manual or facsimile signature)
Mayor

ATTEST:

By: _____ (manual or facsimile signature)
City Clerk

(Information Required for Registration)

ASSIGNMENT

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

Dated: _____

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

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

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

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

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
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

(End of form of Note)

Section 14. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 16. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not

be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 17. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 18. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 18th day of April, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

4/18/2016

Agenda Item # 13.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Resolution No. 119-R-2015-2016 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.

BACKGROUND: This resolution appoints Bankers Trust Company of Des Moines, Iowa to serve as Paying Agent, Bond Registrar and Transfer agent in connection with the issuance of the \$720,000 Taxable General Obligation Capital Loan Notes, Series 2016 B.

The services offered by Bankers Trust Company are necessary to provide for the maintenance of records, registrations of certificates and payment of principal and interest in connection with the issuance of the bonds as required by law.

FISCAL IMPACT: The fiscal impact will be approximately \$500 annually.

RECOMMENDATION: Recommend Council adopt Resolution No. 119-R-2015-2016 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.

ATTACHMENTS:

Description	Type
☐ Resolution No. 119-R-2015-2016	Resolution

RESOLUTION NO. 119-R-2015-2016

**RESOLUTION APPOINTING BANKERS TRUST COMPANY
OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT,
NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING
THE PAYING AGENT AND NOTE REGISTRAR AND
TRANSFER AGENT AGREEMENT AND AUTHORIZING THE
EXECUTION OF THE AGREEMENT**

WHEREAS, \$720,000 General Obligation Capital Loan Notes, Series 2016B, dated May 10, 2016, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by Bankers Trust Company of 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 Bankers Trust Company.

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

1. That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$720,000 General Obligation Capital Loan Notes, Series 2016B, dated May 10, 2016.

2. That the Agreement with Bankers Trust Company of 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 18th day of April, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

4/18/2016

Agenda Item # 14.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Resolution No. 120-R-2015-2016 Approving And Authorizing A Form Of Loan Agreement And Authorizing And Providing For The Issuance, And Levying A Tax To Pay The Notes; Approval Of The Continuing Disclosure Certificate For Capital Loan Notes, Series 2016B.

BACKGROUND: This resolution authorizes the issuance of \$720,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2016B.

This resolution authorizes Council to proceed with the issuance of the Notes in the amount of \$720,000 conforming with the terms and conditions of the best bids received at the sale.

The Continuing Disclosure Certificate is required with the sale and delivery of certain bonds, notes, certificates, or other municipal obligations (the "Bonds"), the City is required to make certain undertakings to disclose to the investing public, on a periodic and continuing basis, certain information, as more fully set forth in such undertakings and as contemplated by the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule").

FISCAL IMPACT: The fiscal impact is the debt of \$720,000 plus the interest of \$32,505.

RECOMMENDATION: Recommend council adopt Resolution No. 120-R-2015-2016 Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance, and Levying a Tax to Pay the Notes; Approval of the Continuing Certificate for Capital Loan Notes, Series 2016B.

ATTACHMENTS:

Description	Type
□ Resolution No. 120-R-2015-2016	Resolution

RESOLUTION NO. 120-R-2015-2016

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$720,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2016B, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

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

WHEREAS, the Issuer is in need of funds to pay costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes, including improvements to Erie Street, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$750,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

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

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

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.

- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Storm Lake, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$720,000 General Obligation Capital Loan Notes, Series 2016B, authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "Paying Agent" shall mean Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes, including improvements to Erie Street.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

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

- "Resolution" shall mean this resolution authorizing the Notes.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.

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

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

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

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$154,400*	2016/2017
\$148,700	2017/2018
\$151,600	2018/2019
\$149,425	2019/2020
\$152,250	2020/2021

*First year levy optional language: A levy has been included in the budget previously certified and will be used together with available City funds to pay the principal and interest of the Note coming due in fiscal year 2016/2017. Any remaining amount shall be used to reduce future levies.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2015 will be collected during the fiscal year commencing July 1, 2016.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Buena Vista County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the

purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

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

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 2" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2015, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2015, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Capital Loan Notes of the City in the amount of \$720,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be on a parity and secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2016B", be dated May 10, 2016, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said

interest payable on November 1, 2016, and semiannually thereafter on the 1st day of May and November in each year until maturity at the rates hereinafter provided.

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

Principal Amount	Interest Rate	Maturity May 1st
\$140,000	1.500%	2017
\$140,000	1.500%	2018
\$145,000	1.500%	2019
\$145,000	1.500%	2020
\$150,000	1.500%	2021

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

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

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

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

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

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

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

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

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

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

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

Section 8. 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. Bankers Trust Company is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

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.

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

Section 9. 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 10. 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 11. 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 Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

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

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

Section 12. 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 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF BUENA VISTA"
"CITY OF STORM LAKE"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2016B"
ESSENTIAL CORPORATE PURPOSE

Rate: _____
Maturity: _____
Note Date: May 10, 2016
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: \$ _____

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

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

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of Bankers Trust Company, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on November 1, 2016, and semiannually thereafter on the 1st day of May and November in each year.

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

This Note is issued pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, for the purpose of paying costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of sidewalks, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes, including improvements to Erie Street, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes of equal standing may be issued, and

the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

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

The Notes are not subject to redemption prior to maturity.

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

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

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

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

Date of authentication: _____

This is one of the Notes described in the within mentioned Resolution, as registered by Bankers Trust Company.

BANKERS TRUST COMPANY, Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: Bankers Trust Company

Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF STORM LAKE, STATE OF IOWA

By: _____ (manual or facsimile signature)

Mayor

ATTEST:

By: _____ (manual or facsimile signature)

City Clerk

(Information Required for Registration)

ASSIGNMENT

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

Dated: _____

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

SIGNATURE)

GUARANTEED) _____

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

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

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

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
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

(End of form of Note)

Section 14. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem

necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes. 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 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Finance Director is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 19. 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 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, 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 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 18th day of April, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

4/18/2016

Agenda Item # 15.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: Resolution No. 121-R-2015-2016 Final Acceptance Of Grinder Pump Contract Project

BACKGROUND: This Grinder Pump contract was part of the FEMA project. This is the final acceptance of the Grinder Pump Contract with Schoon Construction and Excavation, LLC. The City's Consulting Engineer has completed an on-site review and in his opinion the work performed is in substantial accordance with the plans and specifications.

FISCAL IMPACT: The final amount of the contract, as approved by Council is \$20,058.86. FEMA and Homeland Security paid 85%.

RECOMMENDATION: Adopt Resolution No. 121-R-2015-2016 Final Acceptance of the Grinder Pump Contract related to the FEMA Contract #4.

ATTACHMENTS:

Description	Type
□ Certificate of Completion	Backup Material
□ Resolution No. 121-R-2015-2016	Resolution

CERTIFICATE OF COMPLETION

**SANITARY SEWER SYSTEM MITIGATION PROJECT
GRINDER PUMP CONTRACT PROJECT
STORM LAKE, IOWA**

April 11, 2016

We hereby certify that we have made an on-site review of the completed construction of the Sanitary Sewer System Mitigation Project Grinder Pump Contract project as performed by Schoon Construction & Excavation, LLC.

As Engineers for the project, it is our opinion the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is Twenty Thousand Fifty-Eight and 86/100 Dollars (\$20,058.86).

VEENSTRA & KIMM, INC.

Accepted: CITY OF STORM LAKE, IOWA

By 

By _____

Title Project Manager

Title _____

Date 11 April 2016

Date _____

RESOLUTION NO. 121-R-2015-2016

RESOLUTION ACCEPTING PUBLIC IMPROVEMENT

WHEREAS, the City Council of the City of Storm Lake, Iowa entered into a contract, and the Mayor and Clerk of Storm Lake, Iowa executed the contract with Schoon Construction & Excavation, LLC, Cherokee, Iowa with regard to the Sanitary Sewer System Mitigation Project Grinder Pump Contract.

WHEREAS, said contractor has fully completed the said project in accordance with the terms and conditions of said contract and plans and specifications.

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

Section 1. That said public improvement is hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract, and the total final supplemental contract price is \$20,058.86.

PASSED AND APPROVED this 18th day of April 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Staff Summary

4/18/2016

Agenda Item # 16.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, Assistant City Manager

SUBJECT: Resolution No. 122-R-2015-2016 Determining Necessity & Setting Dates Of A Public Hearing On A Proposed Amendment #2 To The Storm Lake Bargloff Urban Renewal Area Plan.

BACKGROUND: The City is considering amending the Storm Lake Bargloff Urban Renewal Plan to add two additional parcels into the original area that was established back in 2010, and add a list of previous and proosed projects for the area.

The parcels being added to the plan is 1515 Lake Avenue and the parcel directly behind the parcel. The maps of the additions are attached to the plan.

The resolution before the City Council sets forth the schedule of public hearings and consultation session with Buena Vista County, the Storm Lake School District, and all other taxing entities regarding the amendment. Those dates are as follows:

- Consultation Session- April 26 at 1:30 p.m. in City Hall Council Chambers
- Public Hearing- May 16, 2016 at 5:00 p.m. City Hall Council Chambers

Notice of Public Hearing will be published as required by Iowa law.

FISCAL IMPACT: All costs will be recovered through TIF funds.

RECOMMENDATION: Adopt Resolution.

ATTACHMENTS:

Description	Type
☐ Resolution No. 122-R-2015-2016	Resolution

RESOLUTION NO. 122-R-2015-2016

RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 2 TO THE NORTH #1-BARGLOFF URBAN RENEWAL PLAN IN THE CITY OF STORM LAKE, STATE OF IOWA

WHEREAS, by Resolution No. 08-R-2010-2011, adopted July 19, 2010, 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 North #1-Bargloff Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the North #1-Bargloff 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, by Resolution No. 42-R-2013-2014, adopted December 2, 2013, this City Council approved and adopted an Amendment No. 1 to the Plan; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

An area including the following described parcels; including all city rights of ways contained therein:

All of the right of way of Lake Avenue from the north side of the C-49/590th Street right of way to the south right of way line of West/East Milwaukee Avenue

and

The East One-Half of the Southwest Quarter (E½SW¼) of Section Twenty-Seven (27), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M. except a part of the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section Twenty-Seven (27), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M., Buena Vista County, Iowa, and being more fully described as follows: Commencing at the Northeast corner of the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of said Section Twenty-Seven (27); thence South along the East line of said Southwest Quarter (SW¼), 275.0 Feet to the point of beginning; thence South 89°44' West, 400.0 Feet; thence South, 300.0 Feet; thence North 89°44' East, 400.0 Feet; thence North along the East line of said Southwest Quarter (SW¼), 300.0 Feet to the point of beginning. The East line of the Southwest Quarter (SW¼) of said Section Twenty-Seven (27) is assumed to bear due North and South in the above description.

and

The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), Section Twenty-Seven (27), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M.

and

The Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M. except a part of the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M. beginning at the point of intersection of the West right of way line of Lake Avenue and the South line of the P&C Industrial Subdivision; thence West along said South line to the West line of the P&C 2nd Industrial Subdivision; thence North along said West line continuing North along the West line of the J.C.P Subdivision and the West line of the C-M-C 2nd Subdivision and continuing along the C-M-C 2nd Subdivision West line extended North to a point that it intersects the South right of way line of 16th Street; thence East along the South right of way line of 16th Street to the point that it intersects with the West right of way line of Lake Avenue; thence South along the West right of way line of Lake Avenue to the point of beginning.

and

A parcel of land beginning at the intersection of the West right of way line of North Lake Avenue and the North right of way line of West Milwaukee within the City of Storm Lake, Iowa; thence West along the North right of way line of West Milwaukee to the point that it would intersect with the West right of way line of Michigan Street extended North across West Milwaukee; thence South along the West right of way line of Michigan Street to the point that it intersects with the South right of way line of Railroad Street; thence Southeasterly along the South right of way line of Railroad Street to the point it intersects with the East right of way line of Erie Street extended; thence North along the East right of way line of Erie Street to the point that it intersects with the South right of way line of 7th Street; thence East along the South right of way line of 7th Street to the point that it intersects with the center line of Seneca Street; thence North along the center line of Seneca Street to the point it intersects with the North right of way line of East Milwaukee; thence West along the North right of way line of East Milwaukee to a point 350.78 Feet East of the intersection of the North right of way line of East Milwaukee and the West right of way line of North Erie Street; thence north 00°07'15" West 200 Feet; thence West to a point that is at the intersection of the South right of way line of East 8th Street and the West right of way line of Erie Street; thence West along the south right of way line of East 8th Street extended across North Lake Avenue to the point of beginning.

AMENDMENT #1

An area including the following described parcels; including all city rights of ways contained therein:

All of the right of way of Milwaukee Avenue/Highway 7 from the west side of the Michigan Street right of way to the center line of the Abner Bell Road/90th Avenue right of way.

and

(Security Bank Parcel)

A parcel of land beginning at the intersection of the center line of Highway 7 and the center line of Abner Bell Road/90th Avenue within the City of Storm Lake, Iowa; thence North along the center line of Abner Bell Road/90th Avenue to the eastern extension of the South line of Lot C, being a part of the Northeast Quarter of the Southeast Quarter (NE¹/₄SE¹/₄) of said Section 32; thence West along said South line, 375.52 feet to the West line of said Lot C; thence North along said West line to the North line of said Northeast Quarter of the Southeast Quarter (NE ¹/₄ SE ¹/₄); Thence West along said North line to the East line of the Buena Vista Memorial Park Cemetery; Thence South along said East line to the centerline of Highway 7; Thence southeasterly along said centerline to the East line of said Section 32 to the point of beginning.

and

(North-Milwaukee large section)

A parcel of land in the South Half of the Southwest Quarter (S¹/₂SW¹/₄) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M. beginning at the point of intersection of the West right of way line of Ontario Street and North right of way line of Milwaukee Avenue/Highway 7; Thence North along said West line to the North line of Iowa Land and Buildings Third Addition; Thence West along said North line to the northern extension of the East line of Lot Two (2) in said Iowa Land and Buildings Third Addition; Thence South along said extended East line, to the North line of Milwaukee Avenue/Highway 7; Thence East along the North right of way line of Milwaukee Avenue/Highway 7 to the point of beginning.

and

(Downtown Addition)

A parcel of land located in the North Half (N¹/₂) of Section Three (3), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. beginning at the intersection of the center line of 6th Street and the center line of Geneseo Street; thence East along the center line of 6th Street to the point that it intersects with the West right of way line of Michigan Street; thence South along the West right of way line of Michigan Street to the point that it intersects with the South right of way line of Railroad Street; thence Southeasterly along the South right of way line of Railroad Street to the point it intersects with the East right of way line of Erie Street extended; thence North along the East right of way line of Erie Street to the point that it intersects with the center line of 6th Street; thence East along the center line of 6th Street to the point that it intersects with the center line of Oneida Street; thence South along the center line of Oneida Street to the point that it intersects with the center line of 4th Street; thence West along the center line of

4th Street to the point that it intersects with the center line of Seneca Street; thence North along the center line of Seneca Street to the point that it intersects with the center line of 5th Street; thence West along the center line of 5th Street to the point that it intersects with the center line of Cayuga Street; thence South along the center line of Cayuga Street to the point that it 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 that it intersects with the center line of Geneseo Street; thence North along the center line of Geneseo Street to the point of beginning.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 2 to the Plan ("Amendment No. 2" 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 additional land and to add and/or confirm the list of proposed 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. 2 to the Urban Renewal Plan adds land, as follows:

Parcel Number: 10-34-202-004

Lot Three (3), Block One (1) Geisinger's Commercial First Addition to the City of Storm Lake, Iowa.

And,

Parcel Number: 10-34-202-005

A parcel of land located in the west half of the northeast quarter (W1/2 NE ¼) of section thirty-four (34), township ninety one north (91), Range thirty-seven (37) west of the 5th P.M., more particularly described as follows:

Commencing at the southwest corner of the northeast quarter (NE ¼) of section thirty-four (34), township ninety-one (91) North, Range thirty-seven (37) West of the 5th P.M., thence due north along the west line of said NE ¼ a distance of 180 feet, thence due east a distance of 250 feet, thence due south a distance of 180 feet, thence due west a distance of 250 feet to the point of beginning and containing an area of 1.03 acres of which 0.23 acres are existing highway right of way.

And,

Lot five (5), Block One (1), Geisinger's commercial second addition to the City of Storm Lake, Buena Vista County, Iowa.

Tract is hereby divided into four (4) lots as shown hereon and shall hereafter be known as Brashears First Addition A subdivision of lot five (5) Block One (1) Geisinger's Commercial Second Addition to the City of Storm Lake.

And,

The entire right-of way of all adjoining streets and roadways, including Erie Street and Lake Avenue.

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 2 to the North #1-Bargloff Urban Renewal Plan 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, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 2 to the North #1-Bargloff Urban Renewal Plan 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:

That the consultation on the proposed Amendment No. 2 to the North #1-Bargloff Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on the 26th day of April, 2016, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 1:30 P.M., and the Assistant 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).

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), along with a copy of this Resolution and the proposed Amendment No. 2 to the North #1-Bargloff Urban Renewal Plan, 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. 2 TO THE NORTH #1-
BARGLOFF 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) of the Code of Iowa, as amended, commencing at 1:30 P.M. on April 26, 2016, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa concerning a proposed Amendment No. 2 to the North #1-Bargloff Urban Renewal Plan, 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 proposed 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 proposed Urban Renewal Area, and the duration of any bond issuance included in the Amendment. Note that the Amendment includes an analysis of alternative development options and funding for public building(s) and why such options are less feasible than the proposed urban renewal project(s).

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 Assistant 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. 2 to the North #1-Bargloff 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 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2016.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

That a public hearing shall be held on the proposed Amendment No. 2 to the North #1-Bargloff Urban Renewal Plan before the City Council at its meeting which commences at 5:00 P.M. on May 16, 2016, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa.

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. 2 TO THE NORTH #1-
BARGLOFF 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 May 16, 2016 in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, to consider adoption of a proposed Amendment No. 2 to the North #1-Bargloff Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Storm Lake, State of Iowa, legally described as follows:

Parcel Number: 10-34-202-004

Lot Three (3), Block One (1) Geisinger's Commercial First Addition to the City of Storm Lake, Iowa.

And,

Parcel Number: 10-34-202-005

A parcel of land located in the west half of the northeast quarter (W1/2 NE ¼) of section thirty-four (34), township ninety one north (91), Range thirty-seven (37) west of the 5th P.M., more particularly described as follows:

Commencing at the southwest corner of the northeast quarter (NE ¼) of section thirty-four (34), township ninety-one (91) North, Range thirty-seven (37) West of the 5th P.M., thence due north along the west line of said NE ¼ a distance of 180 feet, thence due east a distance of 250 feet, thence due south a distance of 180 feet, thence due west a distance of 250 feet to the point of beginning and containing an area of 1.03 acres of which 0.23 acres are existing highway right of way.

And,

Lot five (5), Block One (1), Geisinger's commercial second addition to the City of Storm Lake, Buena Vista County, Iowa.

Tract is hereby divided into four (4) lots as shown hereon and shall hereafter be known as Brashears First Addition A subdivision of lot five (5) Block One (1) Geisinger's Commercial Second Addition to the City of Storm Lake.

And,

The entire right-of way of all adjoining streets and roadways, including Erie Street and Lake Avenue.

which land is to be included as part of this amended Urban Renewal Area.

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 Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. 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. 2 would add additional land and to add and/or confirm the list of proposed 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 of the Code of Iowa.

Dated this _____ day of _____, 2016.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

That the proposed Amendment No. 2 to the North #1-Bargloff Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 2 to the North #1-Bargloff Urban Renewal Plan 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 18th day of April, 2016.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, City Clerk

Exhibit 1

AMENDMENT NO. 2

to the

NORTH #1 – BARGLOFF URBAN RENEWAL PLAN

for the

NORTH #1 – BARGLOFF URBAN RENEWAL AREA

CITY OF STORM LAKE, IOWA

Original Area – Adopted 2010

Amendment No. 1 – 2013

Amendment No. 2 – 2016

SIMMERING-CORY, INC.

AMENDMENT NO. 2
to the
NORTH #1 - BARGLOFF URBAN RENEWAL PLAN
for the
NORTH #1 - BARGLOFF URBAN RENEWAL AREA
CITY OF STORM LAKE, IOWA

The North #1 - Bargloff Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the North #1 - Bargloff Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 2010 and amended in 2013, is being further amended to add additional land to the North #1 - Bargloff Urban Renewal Area and to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area by this Amendment No. 2 (“Amendment” or “Amendment No. 2”).

This Amendment #2 repeats much of Amendment #1, adopted in 2013. The material changes made by this Amendment #2 include the following:

1. Updating the Previously Authorized Urban Renewal Projects section. See Page 5.
2. Adding new Eligible Urban Renewal Projects. See Page 6.
3. Updating Financial Information. See Page 8.
4. Adding land described as Amendment No. 2 area. See Exhibit A legal description and Exhibit B map.
5. Updating the map showing Original area, Amendment No. 1 area and Amendment No. 2 area. See Exhibit C map.

Except as modified by this Amendment, the provisions of the North #1 - Bargloff 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

The legal description of the property being added to the North #1 - Bargloff Urban Renewal Area by Amendment No. 2 is attached hereto as Exhibit “A.” A map of the Amendment No. 2 area is attached hereto as “Exhibit B.” A map of the entire North #1 - Bargloff Urban Renewal Area, as amended, is attached hereto as Exhibit “C.”

AREA DESIGNATION

The City continues to designate the Urban Renewal Area as an economic development area that is appropriate for the promotion of commercial and/or industrial development. This Amendment makes no change to the Urban Renewal Area designation.

BASE VALUES

The original Urban Renewal Area and each amendment that adds property may be referred to as “subareas” of the Urban Renewal Area in this Amendment. The subareas make up the total Urban Renewal Area. No change is being made to the boundaries of the subareas by this Amendment. The original Urban Renewal Area and the Amendment No. 1 Area have frozen base values that have already been established. Nothing in this Amendment affects already established frozen base values.

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 and objectives identified in this Amendment No. 2, and the urban renewal projects described herein, are in conformity with the City’s Comprehensive Plan.

This Urban Renewal Plan does not in any way replace the City’s current land use planning or zoning regulation process.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, as amended, is set forth in this Plan, as amended. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for community economic development purposes, including new and expanded commercial and industrial development. Objectives include:

1. To stimulate through public action and commitment, private investment in new commercial and industrial development.
2. To plan for and provide sufficient land for commercial or 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 public facilities in the Urban Renewal Area, which ultimately contribute to the sound development of the Area.
4. To provide a more marketable and attractive investment climate.

5. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.

TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage orderly development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction, repair, or improvement of public infrastructure, including, but not limited to, streets, sidewalks, street lighting, water, sanitary sewer, storm water drainage, public utilities or other related facilities in connection with urban renewal projects.
3. To provide for the construction of specific site improvements, including, but not limited to, grading and site preparation activities, access roads and parking, railroad spurs, fencing, utility connections and related activities.
4. To make loans, forgivable loans, tax rebate payments or economic development grants to private persons, businesses, or organizations for economic development purposes on such terms as may be determined by the City Council.
5. To use tax increment financing to facilitate urban renewal projects, including to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
6. To borrow money and to provide security therefor.
7. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear or prepare the property for redevelopment, or to dispose of property.
8. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
9. 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.

PREVIOUSLY AUTHORIZED URBAN RENEWAL PROJECTS

Numerous urban renewal projects were authorized in the prior Amendment #1 (2013) and the Original Plan (2010) and are continuing. Such projects include improvements where construction is complete but debt is still outstanding, as well as previously authorized projects that have not yet been started but are still anticipated for completion. These previously authorized projects include:

Public Improvements:

- Bargloff Addition water and sewer mains. Extensions are completed and debt is anticipated to be paid off in 2031.
- Water main replacement on Highway 7. Water main replacement is in process. Debt has not yet been certified.
- Widening of Highway 7. Construction is in process. Debt has not yet been certified.
- Construction of Railroad Street parking lot. Anticipated to be constructed in 2016-2017.
- Street paving and extension of water and sewer mains to area north of Bargloff Addition. Anticipated to be constructed in 2016-2017.
- Streetscape improvements to the downtown commercial district, including streets, sidewalks, lighting, and landscaping. Anticipated to be constructed in 2015-2020.
- Improvements to Michigan Street parking lot. Anticipated to be constructed in 2018.

Incentives for Building Renovations/Demolition/Replacement:

- Acquisition and demolition of dilapidated commercial structures along Seneca Street. Anticipated for completion in 2015-2020.

- Acquisition and demolition of dilapidated commercial structures along Milwaukee Avenue. Anticipated for completion in 2015-2020.

Development Agreements:

- Harvest International. Construction of a new manufacturing/office facility is complete. Total incentives left to be paid are \$242,087, and expected to be paid off in 2021.
- Seneca Street/West Milwaukee Avenue Redevelopment incentives. No development agreements have been requested but up to \$200,000 in incentives have been authorized.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 2)

Although certain project activities may occur over a period of years, in addition to the projects previously authorized in the North #1 - Bargloff Urban Renewal Plan, as previously amended, the eligible urban renewal projects under this Amendment No. 2 include:

1) Public Improvements:

Project	Estimated Date	Not to Exceed Cost	Rationale
The construction of 250' of municipal water mains and sanitary sewer lines to provide service to proposed new strip mall.	2016-2017	\$100,000	The construction of water and sewer service to this development is necessary for the new businesses to locate and create jobs in the community.
Storm water and street improvements to Erie Street	2016-2017	\$1,400,000	Drainage and street surface improvements to this area will enhance access to businesses and for people utilizing governmental services available in this area of the community. Existing flooding problems make it challenging for residents and visitors to utilize the downtown area.
Reconstruction of Erie Street parking lot.	2016-2020	\$250,000	Improved parking lot will provide better access to business and for persons utilizing governmental services available in this area of the community.
Lake Avenue	2017-2022	\$2,000,000	Pedestrian/bike trail encourages

pedestrian/bike trail extension.			walkable neighborhoods, enhances quality of life, and is a contributing factor for residents and employees choosing to live and work in Storm Lake.
North Lake Street overlay improvements, 7 block overlay.	2017-2022	\$1,000,000	Existing street surface is old, crumbling, and full of potholes. This street is strategically located in heart of commercial businesses so improved access is needed for the businesses fronting this street.
North Lake Street culvert installation.	2016-2017	\$250,000	New culvert is needed to replace an existing culvert that is failing. The new culvert will improve drainage in a commercial district that includes many businesses now impacted by flooding during wet weather periods.
Total		\$5,000,000.00	
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:

- A. *Strip Mall*: The proposed project involves the construction of a new strip mall with an estimated 20,000 sq. ft. of space to facilitate four to six retail businesses and/or professional offices. The businesses that will occupy this strip mall will retain or create jobs. Construction on the project is expected to occur in 2016-2017. The developer for this project is the Storm Lake Development Group LLC and it is estimated that their capital investment will be approximately \$1,700,000. The City expects to provide incentives in the form of incremental tax rebates not to exceed \$200,000 - \$300,000 of the incremental property taxes generated by the increased assessed value of the new building. All incentives will be subject to the terms and conditions of a development agreement between the City and the developer. 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, 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 of incentives as authorized by this Plan,

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 to support urban renewal projects and planning:

Project	Date	Estimated Cost
Fees and costs	Undetermined	Not to exceed \$100,000

FINANCIAL INFORMATION

1.	July 1, 2015 constitutional debt limit:	\$23,050,196
2.	Current outstanding general obligation debt:	\$18,102,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 2) 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 as described above will be approximately as stated in the next column:	\$5,800,000 – 5,900,000 This total does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

URBAN RENEWAL FINANCING

The City of Storm Lake intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City of Storm Lake has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the Iowa Code, 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 proposed 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 Iowa Code, 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 within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Storm Lake. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

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. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects.

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 the Urban Renewal Plan.

PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable proceedings and procedures required 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 of residents or businesses as part of the proposed urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to State and local laws will be complied with by the City and the developer in implementing this Urban Renewal Plan and its supporting documents.

SEVERABILITY CLAUSE

In the event one or more provisions contained in the Urban Renewal Plan, as amended, shall be held for any reason to be invalid, illegal, unauthorized or unenforceable in any respect, such invalidity, illegality, unauthorized or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a number of reasons, including, but not limited to, adding or removing land, adding or amending urban renewal projects, or modifying objectives or types of renewal activities. The City Council may amend this Plan pursuant to appropriate procedures under Iowa Code Chapter 403.

EFFECTIVE PERIOD

This Amendment No. 2 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Plan shall remain in effect until terminated by the City Council, and 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, will be consistent with Chapter 403 of the Iowa Code. The division of revenues shall continue on the Urban Renewal Area, including all amendment areas or subareas, for the maximum period allowed by law.

With respect to property added by this Amendment No. 2, the division of revenues shall continue for the maximum period allowed by law for an area designated as an economic development area that is appropriate for commercial and industrial development.

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 under Amendment No. 2 shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

EXHIBIT A

NORTH #1 – BARGLOFF URBAN RENEWAL AREA AMENDMENT NO. 2 LEGAL DESCRIPTION

The legal description of the North #1 - Bargloff Urban Renewal Amendment No. 2 Area is as follows:

Parcel Number: 10-34-202-004

Lot Three (3), Block One (1) Geisinger's Commercial First Addition to the City of Storm Lake, Iowa.

And,

Parcel Number: 10-34-202-005

A parcel of land located in the west half of the northeast quarter (W1/2 NE ¼) of section thirty-four (34), township ninety one north (91), Range thirty-seven (37) west of the 5th P.M., more particularly described as follows:

Commencing at the southwest corner of the northeast quarter (NE ¼) of section thirty-four (34), township ninety-one (91) North, Range thirty-seven (37) West of the 5th P.M., thence due north along the west line of said NE ¼ a distance of 180 feet, thence due east a distance of 250 feet, thence due south a distance of 180 feet, thence due west a distance of 250 feet to the point of beginning and containing an area of 1.03 acres of which 0.23 acres are existing highway right of way.

And,

Lot five (5), Block One (1), Geisinger's commercial second addition to the City of Storm Lake, Buena Vista County, Iowa.

Tract is hereby divided into four (4) lots as shown hereon and shall hereafter be known as Brashears First Addition A subdivision of lot five (5) Block One (1) Geisinger's Commercial Second Addition to the City of Storm Lake.

And,

The entire right-of way of all adjoining streets and roadways, including Erie Street and Lake Avenue.

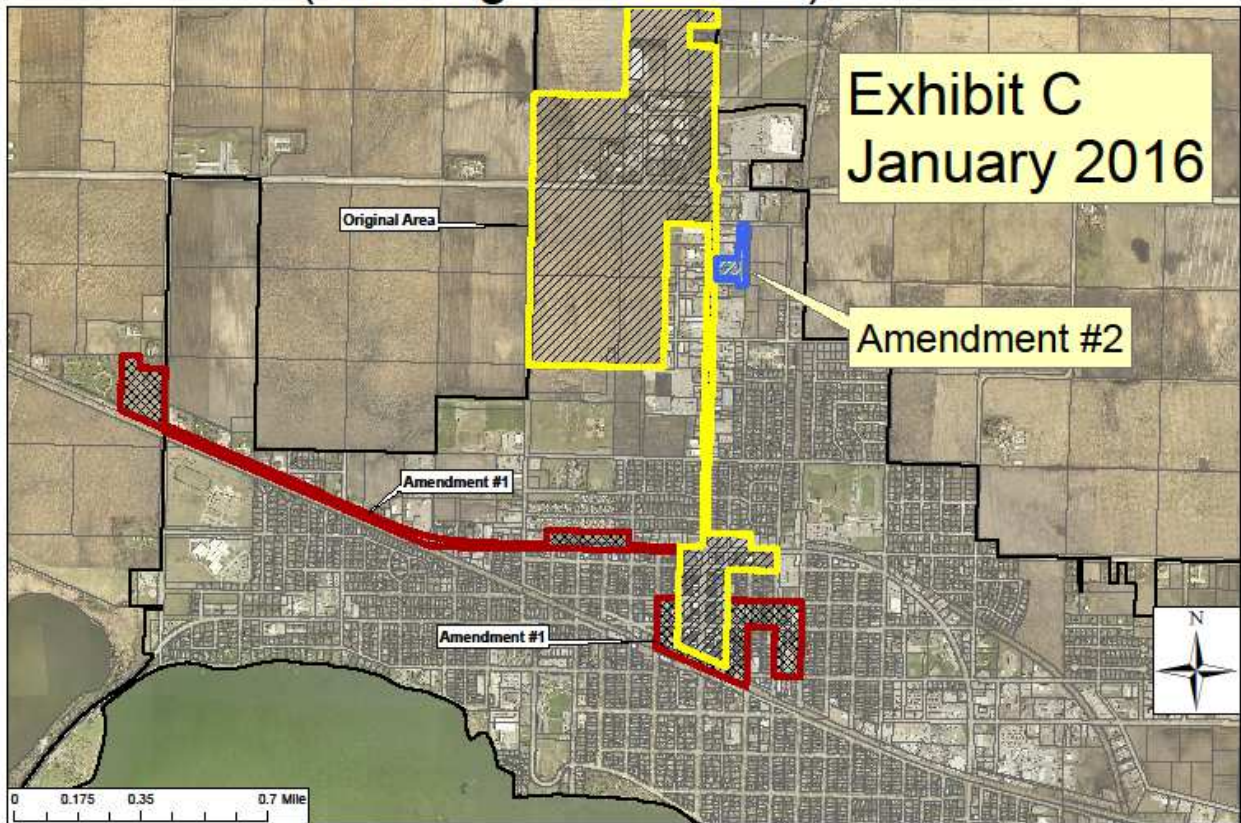
EXHIBIT B

Map of North #1 - Bargloff Urban Renewal Area (area to be added)



EXHIBIT C

Map of North #1 - Bargloff Urban Renewal Area (showing all subareas)



Staff Summary

4/18/2016

Agenda Item # 17.



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: Annual Rental Housing Report To The Storm Lake City Council

BACKGROUND: The attached report summarizes for the City Council, the activities of the Rental Housing Inspection Program in 2015. The report provides an opportunity to review the program over several years and note any trends that are emerging.

As was done in 2014, we increased the number of inspections performed to get the program to a balanced number of inspections on an annual basis. Following 2015, our inspection volume should remain fairly consistent moving forward. Our inspection program is designed to inspect every property at least once every three years, and this evening out process should help ensure that.

The Finance Department is responsible for the billing of rental housing fees, the Code Enforcement Officer is responsible for setting up inspection appointments and maintaining the inspection information data base, and the inspection duties are shared by the Fire and Building Departments.

In 2015 our inspectors performed 413 total inspections and had 118 total follow up inspections, or roughly 28.5%. This was a slight decrease in the required number of re-inspections over 2014 which was approximately 37%.

The number of smoke detector violations observed in 2013 comprised 82% of the violations the inspectors noted. In 2014, this number was reduced to 42%. In 2015 this number went up slightly to 44%, but we performed a few more inspections as well.

I would anticipate that this number may start to plateau somewhat as we move forward, since many of the violations we

noted earlier were due to a change by the State Fire Marshall's Office in the required location of smoke detectors which was substantially different than what was required in the past and we have now been through a complete cycle since the code change went into effect.

As we continue on with the inspection program, we will have to review the trends in violations and determine what we can do to help educate tenants and landlords about the program to increase our compliance rate.

We will provide four separate training sessions for the Storm Lake landlords this year and the topics will cover Iowa Landlord Tenant Law, proper eviction procedures, and the importance of contracts in rental housing. This years presenters are: Frank Tenuta, with Iowa Legal Aid, the Buena Vista County Sheriff's Office, and City Attorney Phil Havens.

FISCAL IMPACT:

The Rental Housing Program received a total of \$14,126 in rental registration fees, late fees, and no show fees in 2014.

RECOMMENDATION:

Review the attached rental housing report and provide feedback to staff.

ATTACHMENTS:

Description	Type
 2015 Rental Housing Report	Backup Material

RENTAL HOUSING PROGRAM



2015 ANNUAL REPORT

**Scott Olesen
Building Official**

PROGRAM OVERVIEW

The 2015 annual report provides the Council with information on the various aspects of the rental housing program from inspections to landlord training. I have provided tables and charts which will provide the Council an opportunity to view trends in the program as well as additional explanatory information.

The program, which started in 1998, works on a three year inspection cycle, meaning that all properties will be inspected at least once every three years.

Inspection duties for the program are split between the Fire Department and the Building Department. The Building Department is responsible for scheduling the inspections and the Finance Department is responsible for the rental registration fees. The main inspectors for the program are Josh Fevold, Fire Fighter, and Bob Swanson, Code Enforcement Officer. Fire Chief Mike Jones and Building Official Scott Olesen serve as back up inspectors.

As we move into 2016, we will work with Storm Lake Landlords to provide safe and sanitary housing for our residents, and will look to improve our internal processes to ensure we continue in an efficient and equitable manner.

RENTAL REGISTRATION DETAILS

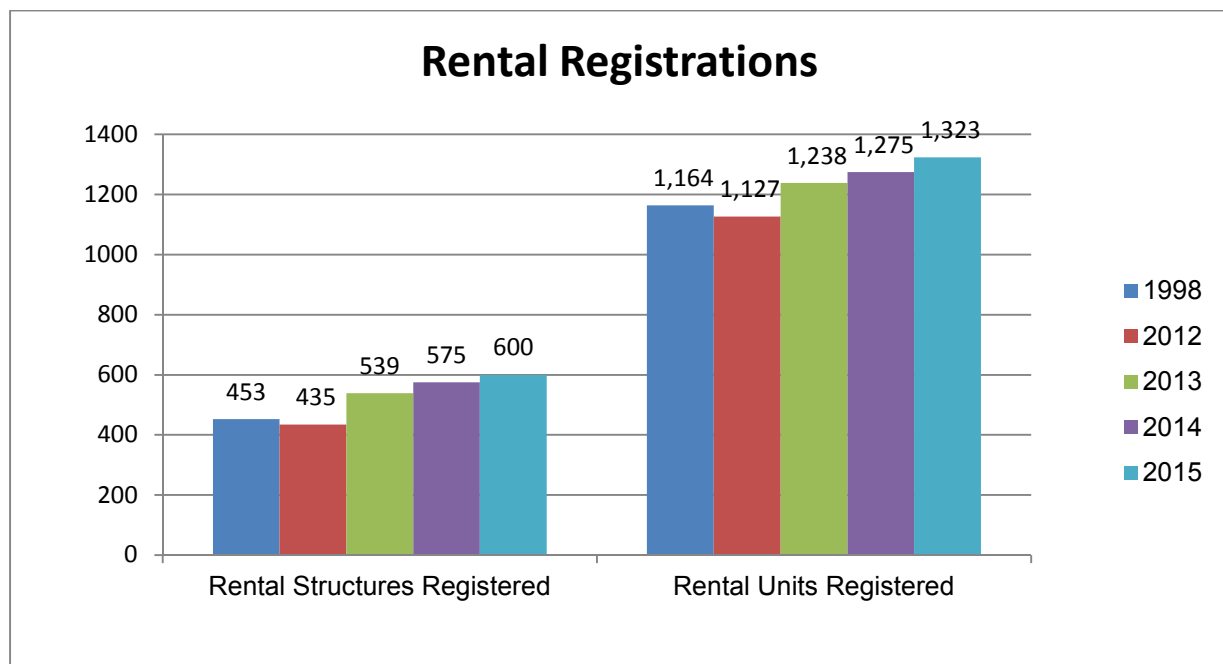
2015 YEAR IN REVIEW

The Finance Department in conjunction with the Building Department registers rental properties and notifies current landlords of the time for renewing their rental registrations and the dates for the annual landlord training. The Finance Department also monitors our data base for rental properties which are not currently registered to ensure they are being brought into the system and inspected.

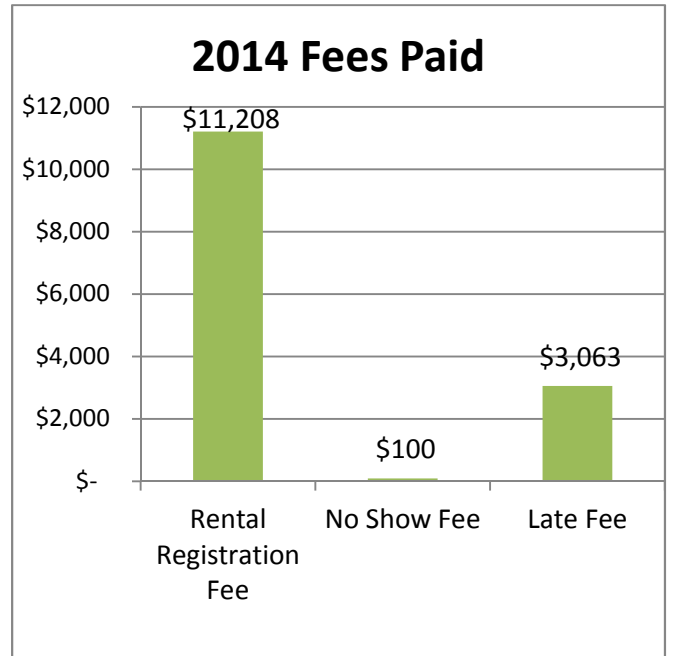
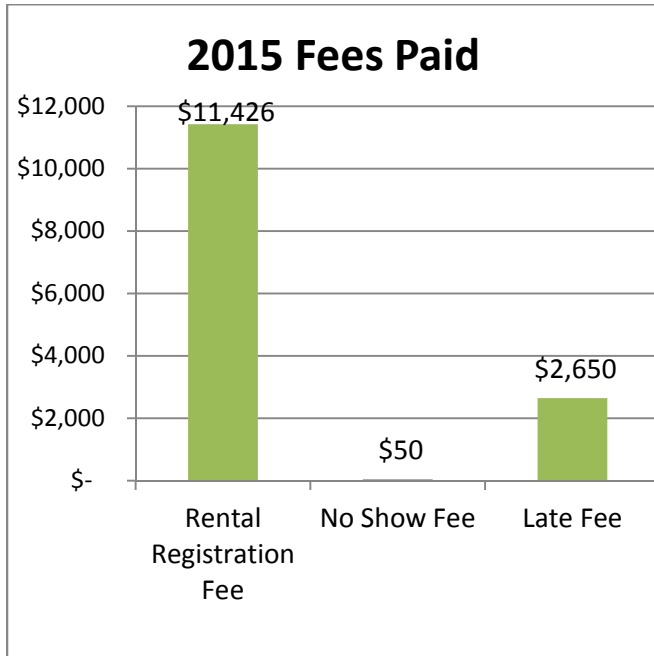


The current schedule of fees is as follows (Note, there is no change in rates from last year):

- Base registration fee: \$15.00
- Additional unit fee: \$7.00
- Discount base registration fee: \$10.00 (with proof of attending training)
- Discount additional unit fee: \$5.00
- Late registration fee: \$50.00
- No show fee: \$50.00
- Reinspection fee: \$35.00



NOTE: There was a 4.3% increase in the number of structures registered and 3.6% in units registered from 2014 to 2015.



We saw increases in the number of units registered in 2015 due to new construction and from units that were not registered previously being brought into the system. Units brought into the system are inspected within six months from when they are registered.

This year we assessed 19 municipal infractions for failure to pay the registrations fees on time. This was an increase over the 6 municipal infractions which were issued last year. The staff has discussed methods to reduce the amount of late fees by developing multiple methods of reminding the landlords to re-register their properties, such as IVR notices.

We will monitor the number of late fees and municipal infractions to ascertain if the number of them decreases as the landlords become more familiar with the registration system.

We will again hold all of our landlord training sessions in one week this year. This helps the Finance Department get the registration process completed in a timely manner. This year's training will feature information on the legal aspects of rental housing, and will include presentations by Frank Tenuta with Iowa Legal Aid, The Buena Vista County Sheriff's Office, and City Attorney Phil Havens. The presentations will provide information on Iowa Landlord Tenant Law, eviction procedure, and the importance of rental contracts.

LESSONS LEARNED

1. The more forms of communication that we can use to contact the landlords regarding registration and training greatly reduces staff time.

RECOMMENDATIONS

1. Continue to have coordination meetings between the departments affected by the program, particularly Finance and Building.

INSPECTIONS

2015



INSPECTION SUMMARY

The number of inspections our staff performed this year increased slightly from 2014. Our policy is to inspect units at least once every three years, we are balancing out the number of inspections per year so they are more evenly spread over the three year cycle. Moving forward, we should now maintain a more consistent year to year inspection volume.

Our annual goal, from year to year, is to reduce the number of violations found in the initial inspection.

In 2013, our inspectors performed 266 initial inspections and had 130 follow up inspections. Which indicates that we had a 49% level of violations found in the units we inspected.

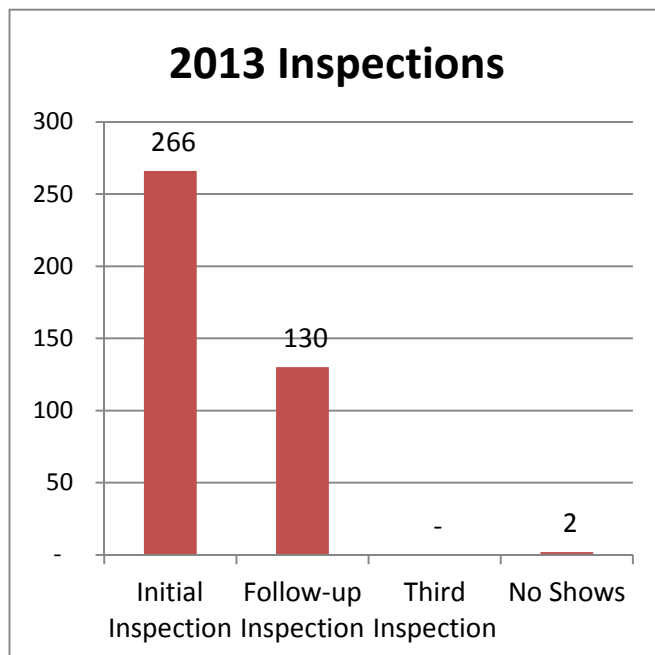
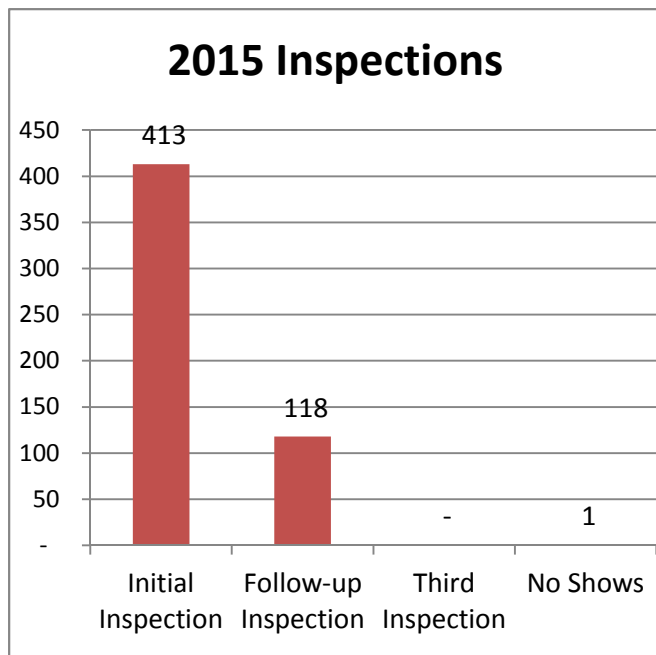
In 2014, our inspectors performed 402 total inspections and had 148 follow up inspections. This indicates that our rate of violations found has fallen to approximately 37% and smoke detector related violations has been reduced from 82% non-compliance in 2013 to 42% in 2014.

In 2015, inspections increased slightly to 413 total, and had 118 follow up inspections. The rate of violations trended downward for a second year to 28.5%. The rate of smoke detector violations compared to the overall number of violations was 44%. This shows a slight upward trend, but there were also more inspections performed.

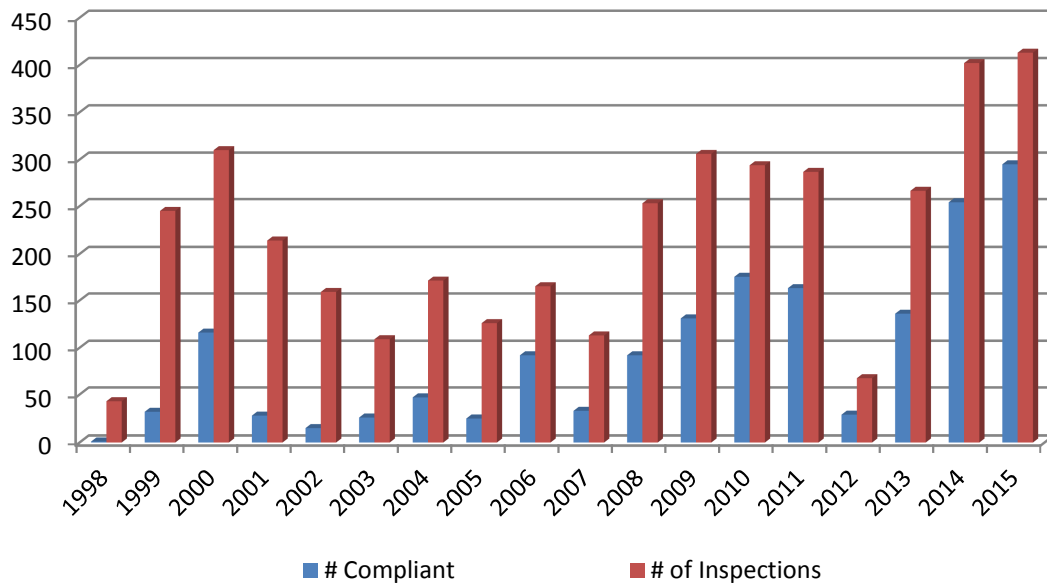
I would anticipate that this rate will continue to move downward slightly during the upcoming cycle since we still are educating landlords on the requirements for smoke detectors by the State Fire Marshall's Office, but we may plateau at that point and need to look for ways to gain better compliance.

The following charts provide more detail and provide comparisons to previous years inspection for the Council's review.

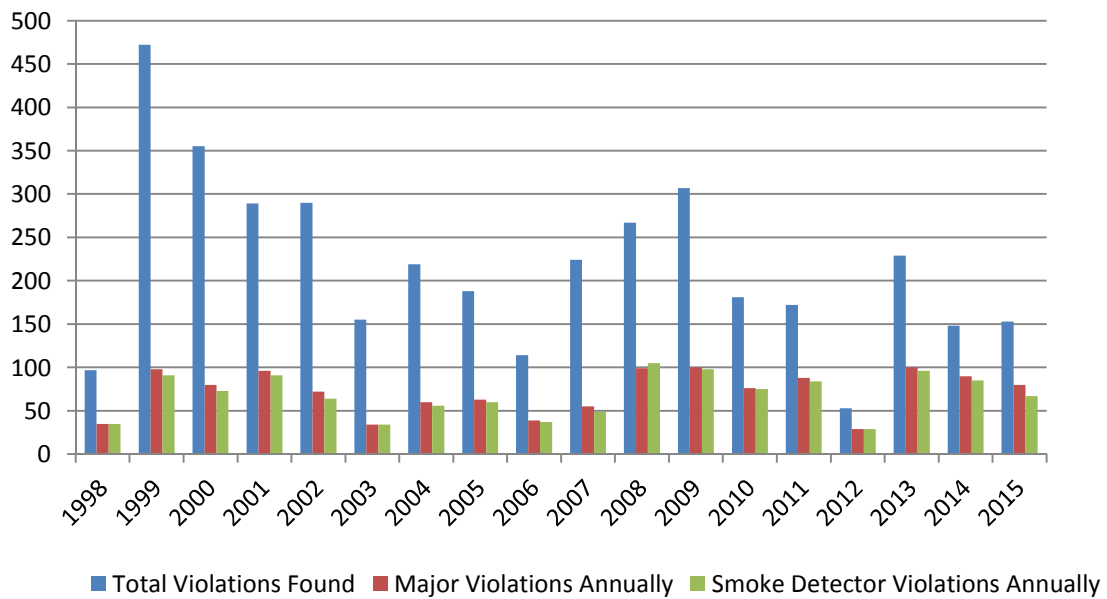
We did not need to perform any inspections a third time and we decreased the number of no shows from last year.



Compliant Inspections Vs. Total Inspections



Violations Annually by Type



LESSONS LEARNED

1. Smoke detectors composed 44% of the violations we found which is a slight increase from 2014's 42% non-compliance rate.
2. The amount of no-shows decreased to 1 from 2 the previous year. We will continue to improve our scheduling process to attempt to keep this number at a low level.

RECOMMENDATIONS

1. Continue to educate landlords about smoke detectors.
2. Continue to monitor violation trends and develop training and materials to help educate property owners as trends develop.
3. Review the results of the inspections after the current three year cycle is completed to determine if the numbers of smoke detector violations continue to decrease, and if not, what methods can we use to get better compliance rates.

2015

RENTAL HOUSING COMPLAINTS

We received a total of two complaints regarding rental housing in 2015 compared to seven complaints in 2014, a reduction of approximately 72%.

Following is a summary of the complaints:

1. A tenant complained about smoke detectors not working, leaks around the kitchen faucet handles, locks on the front exterior door which did not work, a couple of windows which needed to be repaired, and water in the basement. An inspection of the rental unit was made and the landlord made corrections to all of the items. At the time of the inspection, the basement was just wet, but there was no standing water. Water in the basement was, unfortunately, common at this time since we had experienced several rain events in close succession.
2. A tenant lives in an apartment complex with a common parking lot. When the complainant arrives at home after work, there are no parking spaces available. The inspector spoke with the landlord and he advised that he is trying to get a system where parking passes are given to the renters and must be displayed in the windshield of the car. When the complex was built, there was only about one vehicle per apartment. A lot of the renters now have two cars, so the landlord will continue to work on solving the issue.

LESSONS LEARNED

1. Having the rental complaint forms completed by the tenant prior to the inspection allows us to have enough information to efficiently serve the public.
2. Keeping the complaint forms separate made record keeping much simpler and efficient.
3. Requiring that the tenants fill out a form does not seem to dissuade people from coming forward.

RECOMMENDATIONS

1. Continue to monitor the number of complaints over time and determine if modifications to the policy are in order to make sure that tenants are not dissuaded from making contact with the Building Department, without burdening staff with unfounded complaints.

2015 LANDLORD TRAINING

The Building Department provided annual landlord training on April 29th & 30th. Mid-American Energy and Alliant Energy provided information to the landlords about energy rebates available to rental properties. The Storm Lake Police Department provided training on landlord safety.

Mayra Martinez provided translation services for the Spanish language session on April 30th. There were a total of 4 meetings spread over two days, including a morning, afternoon and two evening sessions.

The Finance Department was on hand at the meetings to provide assistance in registering rental properties and updating landlord information.

The attendance for 2015 was up 35% from the 2014 training session (58 compared to 43).

Officials with the City of Sioux Center and the City of Centerville are contemplating implementing their own rental housing inspection program and have contacted the City of Storm Lake regarding our process and may participate in “ride-a-longs” with our staff.



LESSONS LEARNED

1. We need to be proactive in getting the landlords to return the surveys as they do provide valuable feedback on the program for future sessions.

RECOMMENDATIONS

1. Continue to provide a training session in Spanish.
2. Continue to monitor the turn out for the 2015 session. If the attendance declines, evaluate what changes need to be implemented to keep the program viable.
3. At the conclusion of the sessions, interact with those in attendance and ask them what future training they would prefer.

2015

STAFF TRAINING

- Bob Swanson received training through the Iowa Association of Housing Inspectors, which focuses on training individuals for existing housing inspections. Bob's training will be related to heating, cooling, and ventilation systems and plumbing.
- Josh Fevold received training in Fire Code inspections.
- Scott Olesen attended training seminars on the International Residential Code, International Building Code, and the International Fire Code.

LESSONS LEARNED

1. Inspecting existing housing provides a constantly changing set of circumstances. Staff training needs to be well rounded to allow our inspectors to have the requisite skill set necessary to effectively enforce our housing regulations and adapt to new situations as they arise.

RECOMMENDATIONS

1. Continue to fund the training budget lines for the Fire and Building Departments to allow our inspectors to have the most up to date information on inspection techniques, codes, and emerging issues related to rental housing inspection.
2. Monitor available programs to determine the training we will send our inspectors to that will be most beneficial.

SUMMARY 2015

Looking back at 2015 and into the upcoming inspection cycles we continue to see improvements in our rates of compliance. I think that the trend towards lower incident rate of violations will continue but may plateau in the next few cycles of inspections. Part of this may result from getting all of the landlords educated on the new regulations regarding smoke detectors which caused a noticeable spike in violations when they first came into effect.

We will have to carefully monitor the information we get back from the inspectors and develop new strategies to maintain our rate of compliance based on the types of violations we are finding.

It will be important to work hard at providing meaningful training for the landlords in the future. The majority have been through several cycles of training by now. It may be beneficial to provide a means of having training geared towards new landlords with the pertinent information for them and a separate set of sessions for veteran landlords.

Cooperation and communication between the Finance, Fire, and Building Departments has made this program much more streamlined and efficient over the last few inspection cycles. Continuing to work together and receive feedback from landlords and tenants will make this a fair and efficient program for everyone involved.