

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
MAY 4, 2015
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. Approval Of A Farm Lease
3. Motion Authorizing A Noise Variance For Buena Vista University
4. Motion Setting Public Hearing On Fiscal Year 2014-2015 Budget Amendment
5. Motion For Receipt Of Bids For \$3,560,000 Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B
6. Resolution No. 127-R-2014-2015 Directing Sale Of \$3,560,000 Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B
7. Resolution No. 128-R-2014-2015 Authorizing The Redemption Of Outstanding Annual Appropriation Urban Renewal General Obligation Bonds
8. Resolution No. 129-R-2014-2015 Appointing Paying Agent, Bond Registrar, Transfer Agent & Authorizing The Execution Of The Agreement
9. Resolution No. 130-R-2014-2015 Authorizing & Providing For The Issuance Of \$6,890,000 Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A
10. Motion Approving Engineering Agreement For Wastewater Plant HVAC Design
11. Resolution No. 131-R-2014-2015 Approving Change Order Number 7 To FEMA Sanitary Sewer System Mitigation Project Contract Number 4, Lift Stations
12. Annual Rental Housing Report To The Storm Lake City Council
13. Adjourn

Meeting Protocol

If you wish to speak today, please:

1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the Mayor identify yourself by stating your name and address.
2. If your issue is not a topic on the agenda please approach the podium under the "Hear the Public" agenda item and upon recognition by the Mayor identify yourself by stating your name and address.
3. Please keep your remarks to three (3) minutes or less.

4. If you require accommodation for this meeting including but not limited to translation services, hearing assistance, or accessibility please contact the City Clerk at least four (4) hours prior to the start of the meeting.

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

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



Find us on Facebook <https://www.facebook.com/cityofstormlake>



Follow us on Twitter

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

Staff Summary

5/4/2015

Agenda Item # A.



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

REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Approve Sunrise Pointe disbursements
- Approve minutes April 20, 2015 City Council Meeting and the April 23, 2015 Special City Council meeting
- Approve liquor license renewal for Malarky's
- Approve outdoor service area for Puffs on May 16, 2015
- Approve farm lease with John Eddie (see attached staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$413,466.48
- King's Pointe Bills - \$152,144.67
- Sunrise Pointe Golf Course Bills - \$5,147.92

The City will receive the following revenues:

- Liquor license renewal - \$845.00
- Farm Lease - \$650

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
📎 List of Bills	List of Bills
📎 List of Bills - Kings Pointe & Sunrise Pointe	List of Bills
📎 Minutes - April 20, 2015	Minutes
📎 Minutes - April 23, 2015	Minutes
📎 Liquor Report - Malarky's	Backup Material

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

Checks for Approval Report

From: 04/21/15 To 05/04/15
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00555.04.2015 Aflac Pretax	536.60
AFLAC	PR Batch 00555.04.2015 Aflac After tax	143.28
BOLTON AYANA	Refund Check	19.14
BOLTON AYANA	Refund Check	37.14
BOLTON AYANA	Refund Check	14.32
BOLTON AYANA	Refund Check	1.34
BOLTON AYANA	Refund Check	6.75
BU PAR	Refund Check	30.93
BU PAR	Refund Check	47.25
BU PAR	Refund Check	10.60
BU PAR	Refund Check	2.17
BU PAR	Refund Check	4.99
CHRISTENSEN RICHARD M	Refund Check	34.70
CHRISTENSEN RICHARD M	Refund Check	63.44
CHRISTENSEN RICHARD M	Refund Check	25.99
CHRISTENSEN RICHARD M	Refund Check	2.43
CHRISTENSEN RICHARD M	Refund Check	12.24
City of Storm Lake	PR Batch 00555.04.2015 Dental employee/child	5.78
City of Storm Lake	PR Batch 00555.04.2015 Dental insurance employee c	20.00
City of Storm Lake	PR Batch 00555.04.2015 Dental employee/spouse	20.60
City of Storm Lake	PR Batch 00555.04.2015 Dental insurance family	82.84
City of Storm Lake	PR Batch 00555.04.2015 125 Flexible Benefits	920.83
City of Storm Lake	PR Batch 00555.04.2015 Flex- Child Care	173.09
City of Storm Lake	PR Batch 00555.04.2015 Health Insurance Family	1,816.98
City of Storm Lake	PR Batch 00555.04.2015 Health Insurance Single	444.20
Collection Services Center	PR Batch 00555.04.2015 Child Support Payments to I	222.00
Conseco Health Insurance Co	PR Batch 00555.04.2015 Cancer Pre Tax Insurance	41.04
EBERLE ROBERT	Refund Check	32.05
EBERLE ROBERT	Refund Check	55.63
EBERLE ROBERT	Refund Check	23.97
EBERLE ROBERT	Refund Check	2.25
EBERLE ROBERT	Refund Check	11.28
EFTPS	PR Batch 00555.04.2015 Federal Income Tax	9,477.57
EFTPS	PR Batch 00555.04.2015 FICA Employee Portion	4,077.23
EFTPS	PR Batch 00555.04.2015 FICA Employer Portion	4,077.23
EFTPS	PR Batch 00555.04.2015 Medicare Employee Portion	1,427.73
EFTPS	PR Batch 00555.04.2015 Medicare Employer Portion	1,427.73
GARNER MARIA	Refund Check	14.71
GARNER MARIA	Refund Check	36.75
GARNER MARIA	Refund Check	11.02
GARNER MARIA	Refund Check	1.04
GARNER MARIA	Refund Check	5.18
GARZA CLARISSA	Refund Check	30.66
GARZA CLARISSA	Refund Check	59.07
GARZA CLARISSA	Refund Check	22.97
GARZA CLARISSA	Refund Check	2.14
GARZA CLARISSA	Refund Check	21.58
HER DANNY	Refund Check	8.88
HER DANNY	Refund Check	16.63
HER DANNY	Refund Check	6.65
HER DANNY	Refund Check	0.61
HER DANNY	Refund Check	3.13
HERNANDEZ MARIA	Refund Check	17.41
HERNANDEZ MARIA	Refund Check	31.43
HERNANDEZ MARIA	Refund Check	9.40
HERNANDEZ MARIA	Refund Check	1.22
HERNANDEZ MARIA	Refund Check	4.43

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

Checks for Approval Report

From: 04/21/15 To 05/04/15
User: tyler.gibbins

HTOO MYA	Refund Check	33.61
HTOO MYA	Refund Check	55.31
HTOO MYA	Refund Check	25.14
HTOO MYA	Refund Check	2.34
HTOO MYA	Refund Check	11.82
ICMA Retirement Trust 457	PR Batch 00555.04.2015 ICMA	1,235.00
Iowa Public Employees	PR Batch 00555.04.2015 IPERS	3,886.89
Iowa Public Employees	PR Batch 00555.04.2015 IPERS City Share	5,833.40
ITT Hartford AMS RPVA	PR Batch 00555.04.2015 457 Hartford	225.00
JOHNSON JEFF	Refund Check	35.91
JOHNSON JEFF	Refund Check	60.19
JOHNSON JEFF	Refund Check	26.88
JOHNSON JEFF	Refund Check	2.52
JOHNSON JEFF	Refund Check	12.65
Kansas Payment Center	PR Batch 00555.04.2015 Child Support Kansas	90.00
LOPEZ ORANTES BYRON	Refund Check	29.01
LOPEZ ORANTES BYRON	Refund Check	74.39
LOPEZ ORANTES BYRON	Refund Check	20.69
LOPEZ ORANTES BYRON	Refund Check	2.02
LOPEZ ORANTES BYRON	Refund Check	9.73
MIRANDA LUIS	Refund Check	24.56
MIRANDA LUIS	Refund Check	43.47
MIRANDA LUIS	Refund Check	18.38
MIRANDA LUIS	Refund Check	1.71
MIRANDA LUIS	Refund Check	8.66
Muni Fire/Police Retire	PR Batch 00555.04.2015 Muni Police/Fire Pension	3,084.70
Muni Fire/Police Retire	PR Batch 00555.04.2015 Muni Police/Fire Pension Ci	9,979.26
SHANNON KATHLEEN	Refund Check	38.26
SHANNON KATHLEEN	Refund Check	56.76
SHANNON KATHLEEN	Refund Check	14.82
SHANNON KATHLEEN	Refund Check	2.68
SHANNON KATHLEEN	Refund Check	6.97
Treasurer State Of Iowa	PR Batch 00555.04.2015 State Income Tax	3,633.57
TUN MOUNG	Refund Check	8.62
TUN MOUNG	Refund Check	13.87
TUN MOUNG	Refund Check	3.55
TUN MOUNG	Refund Check	0.60
TUN MOUNG	Refund Check	1.67
WASHINGTON MIRIAM	Refund Check	15.16
WASHINGTON MIRIAM	Refund Check	34.92
WASHINGTON MIRIAM	Refund Check	11.34
WASHINGTON MIRIAM	Refund Check	1.06
WASHINGTON MIRIAM	Refund Check	5.33

UNAVAILABLE

Department Total = 54,340.67

Police Department

Bomgaars Supply, Inc	Spray Nozzle	10.99
Central Bank	BP Nationals	15.00
Central Bank	Foreign Transaction Fee- BP Nationals	0.45
Central Bank	Foreign Transaction Fee- BP Nationals Returned	-0.45
Central Bank	Taser Training- Younie	175.00
Central Bank	Taser Training- Younie- Late Fee	15.45
Central Bank	Taser Training- Younie- Interest for Late Fee	18.04
Central Iowa Distributing, Inc	Coffee Filters	78.00
City of Storm Lake	Health Ins Allocations May2015	20,795.55
Cole Chris J	ILEA Civil Disorder Training- Cole	111.11
Control System Specialists, LLC	Water Line Leak in Ceiling of Women's Locker Room	95.00

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

Checks for Approval Report

From: 04/21/15 To 05/04/15
User: tyler.gibbins

Digital Ally Inc	Compact Flash Card	157.00
Evertex Inc	Phone Service- May 2015	331.00
Fitzpatrick Auto Center	Light Replacement	43.86
Hy-Vee, Inc	Supplies	31.71
Hy-Vee, Inc	Annual Meetings- No Tax	152.96
Iowa Office Supply Inc	Copier Maintenance Agreement	86.11
Jack's Uniforms & Equipment	Uniform- Schuchhardt	69.89
Keller Ken	Hot Water Line Repairs	177.59
Kendig Trace	Travel Reimbursement for Training	82.00
Lakeshore Cyclery & Fitness	Bike Repairs	110.97
Lakeshore Cyclery & Fitness	Bike Repairs	100.97
Lundberg Jeffery	ILEA Civil Disorder Training- Lundberg	493.64
Med-Tech Resource Inc	Gloves	124.67
Principal Life Ins Co	Insurance Premium May 2015	2,151.02
Purchase Power	Postage Apr 21, 2015	79.92
Rasmussen's	Brake Repairs on P-6	276.13
Rasmussen's	Oxygen Sensor & Thermostat on P-12	400.17
Secretary of State	Notary Public Renewal- Lundberg #741379	30.00
Secretary of State	Notary Public Renewal- Erskine #741378	30.00
Storm City Auto Parts	Wedge	31.57
Younie Matthew W	Uniform Repairs	6.42

Police Department

Department Total = 26,281.74

Fire Department

Alpha Wireless	Pager Repairs	150.00
Central Iowa Distributing, Inc	Cleaning Supplies	173.85
City of Storm Lake	Health Ins Allocations May2015	1,911.04
Evertex Inc	Phone Service- May 2015	51.28
Hy-Vee, Inc	Supplies- No Tax	42.76
International Assoc of Fire Chiefs	IAFC Conference Registration- Jones	525.00
Jack's Uniforms & Equipment	Lights for Engine 75	2,605.61
MS Door Service Ltd	Pest Services March 2015	18.00
Principal Life Ins Co	Insurance Premium May 2015	173.59
Rohr Manufacturing Services, Ltd	Annual Fire Inspection Services	246.30
Rust's Western Shed	Repairs to Air Masks Bag, Straps, & Bunker Gear	25.00
Storm City Auto Parts	Seals Aerial 71	47.56
Storm City Auto Parts	Headlight 11-77	18.34
Wede's Lock Service Joe	Service Call on North Door	50.00

Fire Department

Department Total = 6,038.33

Building Official

Bomgaars Supply, Inc	Rope for Testing	2.25
City of Storm Lake	Health Ins Allocations May2015	1,894.03
Evertex Inc	Phone Service- May 2015	27.52
Principal Life Ins Co	Insurance Premium May 2015	132.66
Purchase Power	Postage Apr 21, 2015	62.89

Building Official

Department Total = 2,119.35

Animal Care

Sanders David James	Pigeon Control through 4/7/2015	285.00
---------------------	---------------------------------	--------

Animal Care

Department Total = 285.00

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

Checks for Approval Report

From: 04/21/15 To 05/04/15
User: tyler.gibbins

Police Special Revenues

Hy-Vee, Inc	Supplies- No Tax	9.63
-------------	------------------	------

Police Special Revenues	Department Total =	9.63
--------------------------------	---------------------------	-------------

Law Enforcement

Buena Vista Co Attorney	Case Expenses 14-0792	132.27
Buena Vista Co Attorney	Case Expenses 14-1626	55.39
Buena Vista Co Attorney	Case Expenses 14-1626	167.66
Buena Vista Co Attorney	Case Expenses 14-0860	78.63
Buena Vista Co Attorney	Case Expenses 14-1095	209.80
Buena Vista Co Attorney	Case Expenses 14-1150	159.75
Buena Vista Co Attorney	Case Expenses 14-0471	57.98
Buena Vista Co Attorney	Case Expenses 14-1609	169.46
Iowa Dept of Justice Attorney General's Office	Case Forfeiture 14-0792	53.62
Iowa Dept of Justice Attorney General's Office	Case Forfeiture 14-1626	20.70
Iowa Dept of Justice Attorney General's Office	Case Forfeiture 14-1626	70.60
Iowa Dept of Justice Attorney General's Office	Case Forfeiture 14-0860	31.10
Iowa Dept of Justice Attorney General's Office	Case Forfeiture 14-1095	89.40
Iowa Dept of Justice Attorney General's Office	Case Forfeiture 14-0471	20.60
Iowa Dept of Justice Attorney General's Office	Case Forfeiture 14-1609	68.00
Iowa Dept of Justice Attorney General's Office	Case Forfeiture 14-1150	66.00
Supercircuits Inc	Night Vision Smoke Detectors	399.00

Law Enforcement	Department Total =	1,849.96
------------------------	---------------------------	-----------------

Crime Prevention

Foremost Promotions	Key Tag for Police Car	453.80
---------------------	------------------------	--------

Crime Prevention	Department Total =	453.80
-------------------------	---------------------------	---------------

Roadway Maintenance

Bomgaars Supply, Inc	Overshoes (2)	129.98
Bomgaars Supply, Inc	Spade	23.99
City of Storm Lake	Health Ins Allocations May2015	4,868.88
Evertex Inc	Phone Service- May 2015	13.76
Hunzelman Putzier Company	Final Billing- FY2014 Audit	25.00
I&S Group, Inc.	Services through 2/28/2015	2,310.92
I&S Group, Inc.	Services through 2/28/2015	2,940.50
I&S Group, Inc.	Services through 2/28/2015	1,465.33
Iowa Office Supply Inc	Copier Maintenance Agreement	27.69
L & G Products, Inc	Straw Wattles	105.00
Lundell Construction Co. Inc.	Rock	1,011.16
Principal Life Ins Co	Insurance Premium May 2015	357.14
Telvent DTN, Inc	Services 5/15/2015 to 8/14/2015	672.00
Wal Mart #01-1526	Phone Chargers	27.96

Roadway Maintenance	Department Total =	13,979.31
----------------------------	---------------------------	------------------

Signs & Signals

General Traffic Controls Inc	Signal Supplies	385.40
Iowa Prison Industries	King's Pointe Signs	1,327.15

Signs & Signals	Department Total =	1,712.55
----------------------------	---------------------------	-----------------

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

Checks for Approval Report

From: 04/21/15 To 05/04/15
User: tyler.gibbins

Snow Removal

City of Storm Lake	Health Ins Allocations May2015	1,714.14
Principal Life Ins Co	Insurance Premium May 2015	129.18

Snow Removal

Department Total = 1,843.32

Airport

Bart's Flying Service	Airport Contract April 2015	4,963.75
Bongaars Supply, Inc	Keys	8.94
Culligan	Water Supplies- March 2015	15.16
Iowa Lakes Regional Water	Water Services April 2015	56.87
MS Door Service Ltd	Pest Services March 2015	45.00
Purchase Power	Postage Apr 21, 2015	22.33

Airport

Department Total = 5,112.05

Transit

DeWall Jeff	FY2015 3rd Quarter Rides Discount	506.00
Regional Transit Authority	3rd Qtr FY2015 Rides Coupons	339.00

Transit

Department Total = 845.00

Library

Advantage Companies, LLC The	2013 Local Newspaper Scanning	540.00
Advantage Companies, LLC The	Microfilming Papers	1,200.00
American Library Assoc	Seals	52.50
Baker & Taylor, Inc	Books	164.61
Baker & Taylor, Inc	Books	228.75
Baker & Taylor, Inc	Books	995.50
Barnes & Noble Booksellers, Inc	Books	48.92
Barnes & Noble Booksellers, Inc	Books	6.99
Brodart Co	Books	91.47
Brodart Co	Books	33.23
Brodart Co	Books	18.55
Brodart Co	Books	10.98
Brodart Co	Books	16.45
Brodart Co	Books	21.18
Brodart Co	Books	57.44
Brodart Co	Books	26.82
Brodart Co	Books	26.98
Brodart Co	Books	31.81
Central Iowa Distributing, Inc	Cleaning Supplies	208.01
City of Storm Lake	Health Ins Allocations May2015	4,489.28
Custodian of Petty Cash Kim Mehlenbacher	March 2015 Postage	250.25
Demco, Inc	Supplies	289.51
Ebsco Industries Inc	Core Collection- 5 Pack (Wilson)	1,136.00
Hy-Vee, Inc	Supplies	10.72
Ingram Library Services, Inc	Books	10.44
Ingram Library Services, Inc	Books	11.03
Ingram Library Services, Inc	Books	15.63
Ingram Library Services, Inc	Books	16.09
Ingram Library Services, Inc	Books	15.64
Ingram Library Services, Inc	Books	16.19
Ingram Library Services, Inc	Books	11.44

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

Checks for Approval Report

From: 04/21/15 To 05/04/15
User: tyler.gibbins

Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	16.78
Ingram Library Services, Inc	Books	16.21
Ingram Library Services, Inc	Books	16.76
Ingram Library Services, Inc	Books	11.44
Ingram Library Services, Inc	Books	16.22
Ingram Library Services, Inc	Books	16.78
Ingram Library Services, Inc	Books	15.64
Ingram Library Services, Inc	Books	16.78
Ingram Library Services, Inc	Books	16.76
Ingram Library Services, Inc	Books	15.61
Ingram Library Services, Inc	Books	14.46
Junior Library Guild	Youth Books	201.00
Midwest Tape LLC	DVDs	132.94
Midwest Tape LLC	DVDs	49.98
Principal Life Ins Co	Insurance Premium May 2015	219.18
Purchase Power	Postage Apr 21, 2015	16.09
Recorded Books LLC	CDs	35.99
Recorded Books LLC	CDs	62.98
Recorded Books LLC	CDs	40.50
Recorded Books LLC	CDs	26.99

Library **Department Total =** 11,028.29

Parks Department

Bomgaars Supply, Inc	Cable Block	7.79
Bomgaars Supply, Inc	Restroom Lights & Supplies	45.96
Bomgaars Supply, Inc	Frank Starr Restroom Valves & Supplies	50.75
Bomgaars Supply, Inc	Sunset Restroom Valves & Supplies	21.97
Bomgaars Supply, Inc	Plumbing Supplies	44.44
City of Storm Lake	Health Ins Allocations May2015	1,893.13
Evertex Inc	Phone Service- May 2015	13.76
Ferguson Enterprises Inc	Supplies	43.29
L & G Products, Inc	Seed	120.00
Martin's Flag Co., Inc.	Flags	153.67
Principal Life Ins Co	Insurance Premium May 2015	188.54
Thomas Manufacturing Co Inc RJ	Pet Waste Station Signs	301.00

Parks Department **Department Total =** 2,884.30

Golf Course

City of Storm Lake	Health Ins Allocations May2015	542.28
MS Door Service Ltd	Pest Services March 2015	21.00
Principal Life Ins Co	Insurance Premium May 2015	41.79
Rebnord Technologies Inc	Rainbird Line Setup	1,465.00
Turfwerks	Valve	71.91
Turfwerks	Hydraulic Motor	516.88

Golf Course **Department Total =** 2,658.86

Campgrounds

Central Bank	PayPal Account	25.00
Central Bank	PayPal Account	25.00
City of Storm Lake	Health Ins Allocations May2015	180.76
Color-ize Inc	Campground Laminating	18.00
Crescent Electric Supply Co	Batteries	20.59

City of Storm Lake	Checks for Approval Report	From: 04/21/15	To 05/04/15
620 Erie Street PO Box 1086		User: tyler.gibbins	
Storm Lake IA, 505881086			
Fastenal Company	Supplies		2.34
Principal Life Ins Co	Insurance Premium May 2015		13.93
Rebnord Technologies Inc	Computer Backup Battery		69.95
Campgrounds		Department Total =	355.57
UNAVAILABLE			
Lundell Construction Co. Inc.	Break & Remove Concrete		3,714.50
UNAVAILABLE		Department Total =	3,714.50
Awaysis			
Standard and Poor's Financial Services LLC	CUSIP Fees- Refunding of Fees		560.00
Awaysis		Department Total =	560.00
Shelter House			
Gailey James	Shelter House Refund		27.50
MS Door Service Ltd	Pest Services March 2015		18.00
Shelter House		Department Total =	45.50
Library Memorial			
Demco, Inc	Shelving		1,000.00
Library Memorial		Department Total =	1,000.00
Dohrman Trust			
Century Business Products,Inc	Copier Agreement (Partial)		15.00
Dohrman Trust		Department Total =	15.00
Economic Develop			
City of Storm Lake	Health Ins Allocations May2015		925.44
Evertex Inc	Phone Service- May 2015		23.76
Principal Life Ins Co	Insurance Premium May 2015		60.77
RDG IA Inc	Services through 3/31/2015		1,047.37
UNAVAILABLE		Department Total =	2,057.34
The Reserves - TIF			
L & G Products, Inc	Rain Garden- Wattles		462.00
The Reserves - TIF		Department Total =	462.00
Dredging			
City of Storm Lake	Health Ins Allocations May2015		138.95
Principal Life Ins Co	Insurance Premium May 2015		8.56
Dredging		Department Total =	147.51

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

Checks for Approval Report

From: 04/21/15 To 05/04/15
User: tyler.gibbins

Mayor, Council, Manager

City of Storm Lake	Health Ins Allocations May2015	22.07
Principal Life Ins Co	Insurance Premium May 2015	49.08

Mayor, Council, Manager

Department Total = 71.15

Policy & Administration

City of Storm Lake	Health Ins Allocations May2015	1,370.18
Principal Life Ins Co	Insurance Premium May 2015	106.44

Policy & Administration

Department Total = 1,476.62

City Hall Building

Evertex Inc	Phone Service- May 2015	8.08
MS Door Service Ltd	Pest Services March 2015	23.00
Schumacher Elevator Company	Elevator Maintenance	187.77
Taylor Contracting Co., Inc.	Alley Door Repairs	70.00

City Hall Building

Department Total = 288.85

Tort Liability

Jack's Uniforms & Equipment	Push Bumper P-13	239.21
Rasmussen's	P-13 Accident Feb 2015 Repairs	13,052.39

Tort Liability

Department Total = 13,291.60

Other Policy & Administration

Casey's Marketing Co	Refund Beer Permit	56.25
Central Bank	Spring 2015 IMFOA Conference- Movall	36.80
Central Bank	Conference- Iowa City- Patrick	51.62
Central Bank	Goodwill CEO Conference at KP	72.77
Central Bank	Des Moines Register Subscription	10.00
Central Bank	Survey Monkey Membership 2015-2016	100.00
Central Bank	SanDisk USB Reader/Writer	36.72
Central Bank	IMMI 2015 Conference- Iowa City- Patrick	140.00
Central Bank	Des Moines Register Subscription	10.00
Color-ize Inc	April 2015 Tidbits Layout/Design	39.90
Hunzelman Putzier Company	Final Billing- FY2014 Audit	125.00
Iowa Office Supply Inc	Copier Maintenance Agreement	27.70
Kirkholm Nelda	Employment Conference- Des Moines- Kirkholm	67.80
Movall Jennifer	Spring IMFOA Conference- Des Moines- Movall	65.59
Pitney Bowes Inc.	1st Quarter Machine Rental FY 2015	100.00
Primo Development	Beer Permit Refund	225.00
Purchase Power	Postage Apr 21, 2015	249.48
US 20 Association	Membership Dues 2015	100.00
Yarosevich Justin W	Flood Mitigation Meeting/Bond Meeting- Des Moines	57.64

Other Policy & Administration

Department Total = 1,572.27

Water Administration

Central Bank	Conference- Iowa City- Patrick	51.63
Central Bank	Spring 2015 IMFOA Conference- Movall	36.80
Central Bank	IMMI 2015 Conference- Iowa City- Patrick	140.00

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

Checks for Approval Report

From: 04/21/15 To 05/04/15
User: tyler.gibbins

Central Bank	Survey Monkey Membership 2015-2016	100.00
City of Storm Lake	Health Ins Allocations May2015	2,882.28
Evertex Inc	Phone Service- May 2015	7.84
Hunzelman Putzier Company	Final Billing- FY2014 Audit	25.00
Iowa Office Supply Inc	Copier Maintenance Agreement	27.70
Iowa Office Supply Inc	Paper	20.00
Kirkholm Nelda	Employment Conference- Des Moines- Kirkholm	67.80
Movall Jennifer	Spring IMFOA Conference- Des Moines- Movall	65.59
Pitney Bowes Inc.	1st Quarter Machine Rental FY 2015	100.00
Principal Life Ins Co	Insurance Premium May 2015	223.78
Purchase Power	Postage Apr 21, 2015	23.72
Qualified Presort Service, LLC	Past Due Notices	84.36
Qualified Presort Service, LLC	ACH Final Bill	0.57
Qualified Presort Service, LLC	Final Bills	3.83
Yarosevich Justin W	Flood Mitigation Meeting/Bond Meeting- Des Moines	57.63

Water Administration

Department Total = 3,918.53

Water Plant

Bolton & Menk, Inc	Professional Services through 3/13/2015	6,012.50
Bomgaars Supply, Inc	Fluoride Analyzer Parts	5.64
Bomgaars Supply, Inc	Sink Repairs	29.35
Bomgaars Supply, Inc	CL17 Piping	18.25
Bomgaars Supply, Inc	Floor Dry	35.94
Bomgaars Supply, Inc	CL17 Fittings	11.80
Bomgaars Supply, Inc	CL17 Piping	7.98
Bomgaars Supply, Inc	Studfinder, Shims	30.25
Bomgaars Supply, Inc	Chisels, Stain, Brushes	34.34
Bomgaars Supply, Inc	Bolts	4.26
Bomgaars Supply, Inc	Binder Chains	135.98
Bomgaars Supply, Inc	Tool Kit, Batteries, Sealer	617.54
Bomgaars Supply, Inc	Torch Tip Cleaner	5.49
Bomgaars Supply, Inc	Mats	17.98
Bomgaars Supply, Inc	Tower Cabinet Keys	2.98
Brown Supply Company	Storm Water Pipe	4,487.35
Central Bank	Air Compressor	832.43
City of Storm Lake	Health Ins Allocations May2015	4,550.04
Electric Pump Inc	E-One Lift Station Pump	2,584.80
Evertex Inc	Phone Service- May 2015	118.80
Ferguson Enterprises Inc	Water/Sewer Fittings	158.75
Hach Chemical Company	Lab Supplies	83.77
Hawkins, Inc	Sodium Hypochlorite	1,999.80
Iowa Office Supply Inc	Copier Maintenance Agreement	18.58
Lundell Construction Co. Inc.	Rock	440.96
PraxAir inc	Carbon Dioxide	698.64
Principal Life Ins Co	Insurance Premium May 2015	423.29
ProBuild	Hypo Room Supplies	475.03
Stanley Mark	Lime Silo Piping	234.48
Vessco Inc	Slaker Belts	1,544.08
Wal Mart #01-1526	Chargers	119.86

Water Plant

Department Total = 25,740.94

Water Distribution

Aurelia Lumber Company Inc	Casing	78.08
Bomgaars Supply, Inc	Washer/Dryer Parts	88.89
City of Storm Lake	Health Ins Allocations May2015	1,574.33

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

Checks for Approval Report

From: 04/21/15 To 05/04/15
User: tyler.gibbins

Electric Pump Inc	E-One Lift Station Pump	2,584.80
Everttek Inc	Phone Service- May 2015	47.52
Ferguson Enterprises Inc	Water/Sewer Fittings	158.76
Lundell Construction Co. Inc.	Rock	440.97
Principal Life Ins Co	Insurance Premium May 2015	163.88
ProBuild	Handrail Brackets	4.98
ProBuild	Handrail	56.64
Rebnord Technologies Inc	IT Service Installation	69.95
Underground Location Company	Locates	41.65
Unity Point Clinic	Hep B Immunization	127.00
Wal Mart #01-1526	Mini Blinds	23.88

Water Distribution

Department Total = 5,461.33

Water Meters

Bomgaars Supply, Inc	Tools for Truck	54.16
City of Storm Lake	Health Ins Allocations May2015	1,901.25
Everttek Inc	Phone Service- May 2015	23.76
Fastenal Company	Taps	278.48
Principal Life Ins Co	Insurance Premium May 2015	59.71

Water Meters

Department Total = 2,317.36

Wastewater Administration

Central Bank	Spring 2015 IMFOA Conference- Movall	36.81
Central Bank	Conference- Iowa City- Patrick	51.63
Central Bank	Survey Monkey Membership 2015-2016	100.00
Central Bank	IMMI 2015 Conference- Iowa City- Patrick	140.00
City of Storm Lake	Health Ins Allocations May2015	2,873.10
Everttek Inc	Phone Service- May 2015	7.84
Hunzelman Putzier Company	Final Billing- FY2014 Audit	25.00
Iowa Office Supply Inc	Paper	20.00
Iowa Office Supply Inc	Copier Maintenance Agreement	27.70
Kirkholm Nelda	Employment Conference- Des Moines- Kirkholm	67.80
Movall Jennifer	Spring IMFOA Conference- Des Moines- Movall	65.58
Pitney Bowes Inc.	1st Quarter Machine Rental FY 2015	100.00
Principal Life Ins Co	Insurance Premium May 2015	222.45
Purchase Power	Postage Apr 21, 2015	23.72
Qualified Presort Service, LLC	Past Due Notices	84.37
Qualified Presort Service, LLC	Final Bills	3.83
Yarosevich Justin W	Flood Mitigation Meeting/Bond Meeting- Des Moines	57.63

Wastewater Administration

Department Total = 3,907.46

Wastewater Treatment Plant

Bomgaars Supply, Inc	Conduit Hangers	1.78
Bomgaars Supply, Inc	Sump Pump & Supplies	127.45
Bomgaars Supply, Inc	Grease	24.89
Bomgaars Supply, Inc	PVC Pipe	5.56
Bomgaars Supply, Inc	Claritier Supplies	130.30
Bomgaars Supply, Inc	Boots	69.99
Bomgaars Supply, Inc	Eye Bolts for Lime Truck	2.97
Bomgaars Supply, Inc	Piping	26.82
Bomgaars Supply, Inc	Effluent Grab Sampler Parts	138.48
Century Link	Phone Services May 2015	198.90
City of Storm Lake	Health Ins Allocations May2015	4,534.16

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

Checks for Approval Report

From: 04/21/15 To 05/04/15
User: tyler.gibbins

Evertex Inc	Phone Service- May 2015	118.90
Foundation Analytical Laboratory Inc	Testing	1,915.00
Foundation Analytical Laboratory Inc	Testing	780.00
Foundation Analytical Laboratory Inc	Testing	426.00
Grainger Inc W.W.	Ball Valve	99.65
Iowa Office Supply Inc	Copier Maintenance Agreement	11.60
Kirkwood Community College	Wastewater Training- Torres	450.00
L & G Products, Inc	Straw Wattles	462.00
Larson Oil & Distributing Co, Inc	Propane	1,341.00
Larson Oil & Distributing Co, Inc	Propane	447.00
Larson Oil & Distributing Co, Inc	Propane	596.00
Larson Oil & Distributing Co, Inc	Service Call	100.00
Napa Auto Parts	Gas Cap	14.25
NCL of Wisconsin Inc	Testing Supplies	335.47
Principal Life Ins Co	Insurance Premium May 2015	427.50
Rebnord Technologies Inc	Radio System at Memorial Lift Station	69.95
Recycle Center Harold Rowley	Recycling Services	12.88
Recycle Center Harold Rowley	Recycling Services	30.82
Recycle Center Harold Rowley	Recycling Services	22.54
Recycle Center Harold Rowley	Recycling Services	10.00
Rehab Systems Inc.	Vac Cleaning Lift Station at WWTP	625.00
Rehab Systems Inc.	Vac Cleaning Lift Station at 3rd & College	2,250.00
Storm Lake Hydraulics Co Inc	Hose & Hose Ends	91.56
Torres Leonel	WasteWater Training Class- Fort Dodge- Torres	80.50
Torres Leonel	WasteWater Training Class- Fort Dodge- Torres	80.50
Torres Leonel	WasteWater Training Class- Fort Dodge- Torres	80.50
Torres Leonel	WasteWater Training Class- Fort Dodge- Torres	80.50
Veenstra & Kimm, Inc	WWTP HVAC System Analysis through 4/18/2015	5,829.65
Wal Mart #01-1526	Phone Charger	29.96
Wal Mart #01-1526	Paper	24.97
Zee Medical Inc	First Aid Supplies	30.80

Wastewater Treatment Plant

Department Total = 22,135.80

Wastewater Collection

Bomgaars Supply, Inc	Filter, Socket Set	51.98
City of Storm Lake	Health Ins Allocations May2015	1,910.52
Midwest Fence & Gate Company	Fence for Contract #3- Removal of Remaining	282.00
Principal Life Ins Co	Insurance Premium May 2015	164.74
Underground Location Company	Locates	41.65
Veenstra & Kimm, Inc	Construction Observation through 4/18/2015	8,029.76
Veenstra & Kimm, Inc	Construction Observation through 4/18/2015	1,070.64
Veenstra & Kimm, Inc	Construction Observation through 4/18/2015	1,605.95
Veenstra & Kimm, Inc	Construction Admin through 4/18/2015	841.43
Veenstra & Kimm, Inc	Construction Admin through 4/18/2015	560.95
Veenstra & Kimm, Inc	Construction Admin through 4/18/2015	4,207.12
Veenstra & Kimm, Inc	Construction Staking through 4/18/2015	2,401.82
Veenstra & Kimm, Inc	Construction Staking through 4/18/2015	320.24
Veenstra & Kimm, Inc	Construction Staking through 4/18/2015	480.37
Veenstra & Kimm, Inc	Land Purchasing Services through 4/18/2015	12,375.00
Veenstra & Kimm, Inc	Land Purchasing Services through 4/18/2015	1,650.00
Veenstra & Kimm, Inc	Land Purchasing Services through 4/18/2015	2,475.00

Wastewater Collection

Department Total = 38,469.17

Landfill

City of Storm Lake	Health Ins Allocations May2015	449.36
--------------------	--------------------------------	--------

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

Checks for Approval Report

From: 04/21/15 To 05/04/15
User: tyler.gibbins

Hunzelman Putzier Company	Final Billing- FY2014 Audit	25.00
Iowa Office Supply Inc	Paper	19.99
Iowa Office Supply Inc	Copier Maintenance Agreement	27.69
Principal Life Ins Co	Insurance Premium May 2015	20.51
Purchase Power	Postage Apr 21, 2015	11.85
Qualified Presort Service, LLC	Final Bills	3.83
Qualified Presort Service, LLC	Past Due Notices	84.37
Landfill	Department Total =	642.60

Storm Water Administration

City of Storm Lake	Health Ins Allocations May2015	721.85
Hunzelman Putzier Company	Final Billing- FY2014 Audit	25.00
Iowa Office Supply Inc	Copier Maintenance Agreement	27.69
Iowa Office Supply Inc	Paper	20.00
Principal Life Ins Co	Insurance Premium May 2015	28.73
Qualified Presort Service, LLC	Past Due Notices	84.37
Qualified Presort Service, LLC	Final Bills	3.83
Storm Water Administration	Department Total =	911.47

Storm Water Collection

B.T. Investments LC	4/20/2015 Easement	2,000.00
Bolton & Menk, Inc	Final Design & Bidding through April 15, 2015	22,002.00
City of Storm Lake	Health Ins Allocations May2015	450.77
Corey LLC	Temporary Easement	300.00
Healy John J.	Pay Estimate #1 of Expansion Blvd SW through 4/17/	62,930.09
Phillips Maribeth	Permanent Easement	1.00
Principal Life Ins Co	Insurance Premium May 2015	22.52
Storm Water Collection	Department Total =	87,706.38

Street Cleaning

City of Storm Lake	Health Ins Allocations May2015	450.21
Street Cleaning	Department Total =	450.21

Insurance

Auxiant - Claims Account	4/27/2015 Claims Account	10,604.43
Auxiant - Claims Account	4/21/2015 Claims Account	3,246.96
Auxiant - Fixed Account	May 2015 Insurance Premium	18,028.09
Auxiant - Flex Account	4/15/2015 Flex	56.10
Auxiant - Flex Account	4/22/2015 Flex Claims	262.76
Insurance	Department Total =	32,198.34

UNAVAILABLE

Johnson Kelly	Healthy Eating Challenge Gift Cards	640.00
UNAVAILABLE	Department Total =	640.00

Vehicle Maintenance

Bomgaars Supply, Inc	Fasteners	10.40
----------------------	-----------	-------

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

Checks for Approval Report

From: 04/21/15 To 05/04/15
User: tyler.gibbins

Vehicle Maintenance

Department Total = 10.40

Technology

Bolton & Menk, Inc	Engineering Svc- Pre-Grant & Design & Bidding thro	8,331.50
Central Bank	iPhone Cases	232.00
Central Bank	iPhone Cases	319.92
Scherrin, Inc	Fiber Installation	23,573.00

Technology

Department Total = 32,456.42

Grand Total = 413,466.48

King's Pointe Resort
Disbursements 4/15/2015 through 4/28/2015

Vendor Name	Description	Amount
ACCO	supplies	881.60
Ace Hardware Inc. (2)	supplies	267.82
Ameripride Services (2)	supplies	1,047.38
Buena Vista Stationery	supplies	85.28
Bunkers Feed & Supply Inc.	supplies	277.76
Capital Sanitary Supply Co.	supplies	908.74
Cedar Valley Bank & Trust	payment	1,056.86
Color-ize	supplies	169.75
Convergence LLC	supplies	86.10
Copper Cottage (2)	supplies	3,853.11
Daniels Filter Service	supplies	433.64
Iowa Division of Labor Service (2)	inspection	400.00
Fastenal Company (2)	supplies	31.09
Ferguson Enterprises, Inc. (2)	supplies	1,171.05
First National Bank - Omaha	credit card payments	612.94
Furniture and Floors for Less	supplies	1,258.00
Garbage Hauling Service	garbage service	482.72
Graphic Edge Inc. (2)	supplies	1,281.43
Graffix Inc DBA Wall of Fame	supplies	89.96
G & R Controls	repairs	6,838.34
Hy-Vee Food Stores (2)	food	331.65
The Icee Company	supplies	242.36
MidAmerican Energy Company	utilities	7,756.83
Iowa Office Supply	supplies	183.45
J Dan Skinner.com	supplies	13.25
KDSN AM/FM	advertising	196.00
Kineth Hotel Corporation (2)	payroll	62,286.59
Mangold Environmental	testing	120.00
Media USA Advertising Inc.	advertising	680.00
Brian Oakleaf	reimbursement	624.00
Olsen Welding & Machine Shop	supplies	75.00
Orkin Exterminating Inc	pest control	209.05
Pepsi-Cola Bottling Co	beverages	1,472.76
Pilot Tribune	advertising	413.55
Rebnord Technologies	tech support	2,258.33
Rent-All Inc.	rentals	285.00
Continuum Retail Energy Service	utilities	8,258.15
The Storm Lake Times (2)	advertising	203.05
Sysco Guest Supply LLC	supplies	1,759.37
Treasurer State of Iowa (3)	sales tax	27,921.00
UPS (2)	shipping	65.33
US Foods (2)	food	9,360.78
Vast Broadband	phone, cable	1,960.10
Weddingpages, LLC	advertising	1,320.00
Al's Liquor	beverages	824.54
Contract Labor	advertising	240.00
Doll Distributing LLC	beverages	448.74
Johnson Brothers/ Iowa Wine & Bev	beverages	588.22
Misc. POA Disbursements	reimbursement	600.00
Steve's Window Service	window cleaning	214.00
Total		152,144.67

Sunrise Pointe Golf Course
Disbursements 4/15/2015 through 4/28/2015

Colorize (2)	supplies	312.08
Comm 1st Broadcasting KKIA/KAYL	advertising	600.00
Daniels Filter Service	supplies	48.06
Ferguson Enterprises, Inc.	supplies	46.54
MidAmerican Energy Company	utilities	347.19
Julius Cleaners	mat cleaning	33.40
Kinseth Hotel Corporation (2)	payroll	2,000.55
Pepsi-Cola Bottling	advertising	140.70
Proelect	supplies	31.00
Alliant Energy	utilities	352.00
Vast Broadband	phone, cable	120.27
Western Iowa Tourism Region	advertising	333.33
Doll Distributing	beverages	650.60
Johnson Brothers/Iowa Wine & Bev	beverages	132.20
	Totals	5,147.92

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, APRIL 20, 2015 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Dan Anderson (arrived at 5:14pm), Sara Huddleston, Mike Porsch, Bruce Engelmann and David Walker. Absent: None. Staff present: Public Safety Director Mark Prosser, Building Official Scott Olesen, Project Manager/Community Development Director Mike Wilson, Library Director Elizabeth Huff, Water Plant Superintendent Todd Allen, Wastewater Superintendent Ron Jacobsen, Finance Department Manager Jennifer Movall, and Justin Yarosevich City Clerk.

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

Hear the Public – None

Consent Agenda – Moved by Council Member Walker to approve the consent agenda which included checks #48817 through #48925, minutes from the April 6, 2015 council meeting, liquor license renewals for Restaurant Le Original, Puffs, Walmart, and Moose Lodge (pending receipt of dram shop insurance), and easements for the North Central Storm Water Project a temporary and permanent easement with B.T. Investments, temporary easement with Corey LLC and permanent easement with Maribeth Phillips. Seconded by Council Member Porsch. Vote: All ayes with Council Member Anderson absent. Motion carried.

SHIELD Presentation – Mike Raner who is the SHEILD Safety Director presented information to the Council on the work of the employees who have done a great job with working safely which has resulted in an exceptional Experience Modification Factor (Mod Factor) for the City resulting in a large savings in work comp insurance costs.

Dan Anderson arrived at 5:14pm.

E. 10th Street Project – Moved by Council Member Engelmann to adopt Resolution No. 117-R-2014-2015 approving a contract with Smith Concrete Services for the East 10th Street Reconstruction Project. Contract amount \$589,325.20. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

RESOLUTION NO. 117-R-2014-2015

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as East 10th Street Construction and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be

and the same are hereby approved as follows:

Contractor: Smith Concrete Service, Inc., Storm Lake, Iowa
Date of Contract: April 20, 2015
Bond Surety: Granite Re, Inc.
Date of Bond: April 3, 2015
Portion of Project: All

PASSED AND APPROVED this 20th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

HWY 7 Widening Project – Moved by Council Member Huddleston to adopt Resolution No. 118-R-2014-2015 rejecting the bids for the Widening and Resurfacing of Highway 7 Northwestern Drive to Barton Street Project. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

RESOLUTION NO. 118-R-2014-2015

A RESOLUTION REJECTING BIDS ON THE WIDENING AND RESURFACING OF HIGHWAY 7 NORTHWESTERN DRIVE TO BARTON STREET PROJECT

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

That the bids received by the Iowa DOT on March 17, 2015 for the Widening and Resurfacing of Highway 7 Northwestern Drive to Barton Street Project be rejected.

PASSED AND APPROVED this 20th day of April 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

HWY 7 Water Main Project – Moved by Council Member Anderson to adopt

Resolution No. 119-R-2014-2015 approving a contract with GM Contracting for the Highway 7 Water Main Project. Contract amount \$318,221.96. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

RESOLUTION NO. 119-R-2014-2015

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as Highway 7 Water Main Project and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	GM Contracting, Lake Crystal, MN
Date of Contract:	April 20, 2015
Bond Surety:	Travelers Casualty and Surety Company of America
Date of Bond:	April 9, 2015
Portion of Project:	All

PASSED AND APPROVED this 20th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Michigan Street Vacation – Mayor Kruse opened the public hearing on the proposed vacation of the Michigan Street right of way north of 14th Street stating that this was the time and place for any comments.

Chris Rasmussen was present to object to the sale/vacation of the Michigan Street ROW as it would create a potential lack of access for property that he owns at the north end of the area subject to vacation.

Hearing no other comments the Mayor then closed the public hearing.

Moved by Council Member Walker to pass on 1st reading Ordinance No. 08-O-2014-2015 providing for the vacation of an unimproved part of the Michigan Street right-of-way between Blocks 2 and 3 in Second C-M-C Subdivision. Seconded by Council

Member Porsch. Vote: Aye – Huddleston; Nay – Walker, Porsch, Anderson, and Engelmann. Motion failed.

GO Notes 2015A Series – Moved by Council Member Engelmann to note the receipt of bids for the \$6,885,000 General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Moved by Council Member Walker to adopt Resolution No. 120-R-2014-2015 directing sale of \$6,885,000 (subject to adjustment per terms of offering) Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

RESOLUTION NO. 120-R-2014-2015

RESOLUTION DIRECTING SALE OF \$6,885,000
(SUBJECT TO ADJUSTMENT PER TERMS OF
OFFERING) TAXABLE GENERAL OBLIGATION
URBAN RENEWAL REFUNDING CAPITAL LOAN
NOTES, SERIES 2015A

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:

\$6,885,000 (SUBJECT TO ADJUSTMENT PER TERMS
OF OFFERING) TAXABLE GENERAL OBLIGATION
URBAN RENEWAL REFUNDING CAPITAL LOAN
NOTES, SERIES 2015A

Bidder: Hutchinson, Shockey, Erley & Co. of Chicago, IL

The terms of award:

Final Par Amount as adjusted: \$6,890,000

Purchase Price as adjusted: \$ 6,821,377.10

True Interest Rate: 3.677571%

Net Interest Cost: \$3,337,989.69

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. Piper Jaffray & Co. is authorized and directed to secure appropriate investments on behalf of the City sufficient to fund the Refunding Trust.

Section 4. That the notice of the sale of the notes heretofore given and all acts of the Clerk done in furtherance of the sale of the notes are hereby ratified and approved.

PASSED AND APPROVED this 20th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Bond Redemption – Moved by Council Member Porsch to adopt Resolution No. 121-R-2014-2015 authorizing the redemption of outstanding Taxable General Obligation Urban Renewal Bonds, Series 2006. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

RESOLUTION NO. 121-R-2014-2015

RESOLUTION AUTHORIZING THE REDEMPTION OF
OUTSTANDING TAXABLE GENERAL OBLIGATION
URBAN RENEWAL BONDS, SERIES 2006, OF THE
CITY OF STORM LAKE, STATE OF IOWA, DATED
JANUARY 1, 2006, AND DIRECTING NOTICE BE
GIVEN

WHEREAS, the City did by resolution dated December 19, 2005, authorize the issuance of \$6,000,000 Taxable General Obligation Urban Renewal Bonds, Series 2006, (the "Bonds") dated January 1, 2006; and

WHEREAS, the Bonds are redeemable in any order of their numbering on June 1, 2015 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 \$5,180,000 be so redeemed on June 1, 2015 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 January 1, 2006, in the principal amount of \$5,180,000, be and the same are hereby redeemed as of June 1, 2015.

The City's 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 certified mail, and to notify CIFG Assurance North America, Inc., its agents or assigns as Insurer to 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 within ten (10) business days of its mailing.

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: \$6,000,000

Bond Issue: Taxable General Obligation Urban Renewal Bonds, Series 2006

Dated Date: January 1, 2006

Redemption Date: June 1, 2015

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 GZ9	6	\$ 235,000	5.35%	June 1, 2016
862182 HA3	7	\$ 270,000	5.40%	June 1, 2017
862182 HB1	8	\$ 285,000	5.40%	June 1, 2018
862182 HC9	9	\$ 300,000	5.50%	June 1, 2019
862182 HD7	10	\$ 315,000	5.50%	June 1, 2020
862182 HE5	11	\$ 335,000	5.55%	June 1, 2021
862182 HF2	12	\$ 350,000	5.60%	June 1, 2022
862182 HG0	13	\$ 370,000	5.65%	June 1, 2023
862182 HH8	14	\$ 390,000	5.65%	June 1, 2024
862182 HJ4	15	\$2,330,000	5.70%	June 1, 2025

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., Minneapolis, Minnesota. This represents a full call of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

WELLS FARGO BANK, N.A.,
Minneapolis, Minnesota

(End of Notice)

PASSED AND APPROVED this 20th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

GO Notes Series 2015B – Moved by Council Member Walker to adopt Resolution No. 122-R-2014-2015 directing the advertisement for sale of \$3,560,000 Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series

2015B and approving electronic bidding procedures and official statement. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

RESOLUTION NO. 122-R-2014-2015

**RESOLUTION DIRECTING THE ADVERTISEMENT
FOR SALE OF \$3,560,000 TAXABLE ANNUAL
APPROPRIATION GENERAL OBLIGATION URBAN
RENEWAL REFUNDING CAPITAL LOAN NOTES,
SERIES 2015B, AND APPROVING ELECTRONIC
BIDDING PROCEDURES AND OFFICIAL
STATEMENT**

WHEREAS, the Issuer is in need of funds to pay costs of refunding existing City indebtedness, including the Annual Appropriation Urban Renewal General Obligation Bonds, Series 2006, essential corporate purpose project(s), and it is deemed necessary and advisable that the City issue Taxable General Obligation Urban Renewal Capital Loan Notes, for such purpose(s) to the amount of not to exceed \$4,000,000 as authorized by Sections 384.24A, 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.24 (3)(q), 384.25, and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Notes, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Notes for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

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

That the receipt of electronic bids by facsimile machine and through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement (only if approval of Official Statement included) are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

That Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B, of City of Storm Lake, State of Iowa, in the amount of \$3,560,000, to be issued as referred to in the preamble of this Resolution, to be dated the date of delivery, be offered for sale pursuant to the published advertisement.

That the preliminary Official Statement in the form presented to this meeting be

and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel and the City's Financial Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

That the Clerk is hereby directed to publish notice of sale of the Notes at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Storm Lake Times", a legal newspaper, printed wholly in the English language, published within the county in which the Notes are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 4th day of May, 2015, at 5:00 o'clock P.M., will hold a meeting to receive and act upon bids for said Notes, which bids were previously received and opened by City Officials at 11:00 o'clock A.M. on said date. The notice shall be in substantially the following form:

NOTICE OF SALE

Time and Place of Sealed Bids: Bids for the sale of Notes of the City of Storm Lake, State of Iowa, hereafter described, must be received at the office of the City Clerk, City Hall, 620 Erie Street, Storm Lake, Iowa (the "Issuer") before 11:00 o'clock A.M., on the 4th day of May, 2015. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Notes: The Notes to be offered are the following:

TAXABLE ANNUAL APPROPRIATION GENERAL
OBLIGATION URBAN RENEWAL REFUNDING
CAPITAL LOAN NOTES, SERIES 2015B, in the amount
of \$3,560,000*, to be dated the date of delivery (the
"Notes")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the City Clerk at City Hall, 620 Erie Street, P.O. Box 1086, Storm Lake, Iowa 50588-1086.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the City Clerk at City Hall, 620 Erie Street, P.O. Box 1086, Storm Lake, Iowa 50588-1086. The bids must be submitted through the PARITY® competitive bidding system.

- Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of the City Clerk at City Hall, 620 Erie Street, P.O. Box 1086, Storm Lake, Iowa 50588-1086 (facsimile number: 712-732-4114).
Electronic facsimile bids will be treated as sealed bids.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Notes will be held at the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa at a meeting of the City Council on the above date at 5:00 o'clock P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Notes to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 620 Erie Street, Storm Lake, Iowa or the Issuer's Financial Advisor, Piper Jaffray & Co., 3900 Ingersoll Avenue, Suite 110, Des Moines, Iowa, 50312; Telephone: 515-247-2340.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accord with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Notes will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Notes without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Notes, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Notes.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Storm Lake, State of Iowa.

City Clerk, City of Storm Lake, State of
Iowa

(End of Notice)

PASSED AND APPROVED this 20th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

North Central Storm Water Project – Mayor Kruse opened the public hearing on the plans, specifications and form of contract for the North Central Storm Water Project stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Anderson to adopt Resolution No. 123-R-2014-2015 approving the plans, specifications and form of contract for the North Central Storm Water Project. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

RESOLUTION NO. 123-R-2014-2015

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CITY OF STORM LAKE NORTH CENTRAL STORM WATER 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 North Central Storm Water 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 20th day of April 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

FEMA Project – Moved by Council Member Engelmann to adopt Resolution No. 124-R-2014-2015 approving change order #6 for the Sanitary Sewer System Mitigation Project – Contract 4 – Lift Stations an addition of \$1,842.54 to the contract. Contract cost after change order #6 is \$3,800,296.67. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

RESOLUTION NO. 124-R-2014-2015

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

To approve Change Order No. 6 to the contract with Eriksen Construction Co., Inc. for the Sanitary Sewer System Mitigation Project – Contract 4 – Lift Stations, relocating the concrete pole base for the radio antenna at Lift Station 2-3 an addition of \$1,842.54 to the contract.

Cost of change order #6 is an addition of \$1,842.54 to the contract. Total contract cost after Change Order No. 6 is \$3,800,296.67.

PASSED AND APPROVED this 20th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

RAGBRAI – Moved by Council Member Anderson to pass on 2nd reading Ordinance No. 06-O-2014-2015 establishing rules and regulations to assist City Officials and volunteers to deal with the infusion of up to 20,000 people for RAGBRAI on July 19th and July 20th. Seconded by Council Member Walker. Vote: All nays. Motion failed.

Moved by Council Member Porsch to pass on 1st reading Ordinance No. 07-O-2014-2015 establishing rules and regulations to assist City Officials and volunteers to deal with the infusion of up to 20,000 people for RAGBRAI on July 19th and July 20th. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Moved by Council Member Anderson to waive the 2nd reading of Ordinance No. 07-O-2014-2015 establishing rules and regulations to assist City Officials and volunteers to deal with the infusion of up to 20,000 people for RAGBRAI on July 19th and July 20th. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Moved by Council Member Walker to pass on 3rd reading Ordinance No. 07-O-2014-

2015 establishing rules and regulations to assist City Officials and volunteers to deal with the infusion of up to 20,000 people for RAGBRAI on July 19th and July 20th. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

ORDINANCE NO. 07-R-2014-2015

AN ORDINANCE AMENDING THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA ENACTED TO ASSIST CITY OFFICIALS AND THE RAGBRAI COMMITTEE DEAL WITH THE PUBLIC HEALTH AND SAFETY ISSUES CREATED BY THE INFUSION OF A LARGE NUMBER OF PEOPLE INTO THE CITY OF STORM LAKE WHEN THE DES MOINES REGISTER'S ANNUAL GREAT BICYCLE RIDE ACROSS IOWA (RAGBRAI) ARRIVES IN STORM LAKE ON JULY 19, 2015, AND DEPARTS ON JULY 20, 2015

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

Section I. That the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa be amended by the following Ordinance designated "RAGBRAI ORDINANCE", which because of its temporary nature shall not be printed as part of the permanent Code of Ordinances. The RAGBRAI Ordinance is as follows:

“RAGBRAI ORDINANCE

Section 1. Definitions

A. As used herein, "food" shall include food products of all kind including food packaged for consumption off premises as well as meals prepared for consumption either on or off premises. Food shall also include beverages of every kind, including both alcoholic and nonalcoholic, except for water provided without cost to the consumer.

B. As used herein, "person" shall include any individual person, club, group, organization, partnership, corporation or entity of any kind.

C. As used herein, the "RAGBRAI Committee" means the Advisory Board and the Executive Committee as designated by the City of Storm Lake and the Storm Lake United Board.

Section 2. Commercial Food Booth – Permit Required

No for-profit person shall provide or sell food to the public in Storm Lake, Iowa on July 19, 2015 or July 20, 2015 at a location other than the person's regularly-established place of business unless the person shall first obtain a Commercial Food Booth Permit from the RAGBRAI Committee through Storm Lake United located at 119 West 6th Street, Storm

Lake, Iowa.

Section 3. Commercial Food Booth Fee

The fee for a Commercial Food Booth Permit shall be \$700.00.

Section 4. Commercial Food Booth Location

A vendor who has been granted a Commercial Food Booth Permit under the provisions of Section 2 shall locate its temporary sale facility during the period of July 19, 2015 and July 20, 2015 only in that vendor's area as is designated by the RAGBRAI Committee and in no other area.

Section 5. Non-Profit Food Booth – Permit Required

No non-profit person of any kind shall provide or sell food to the public in Storm Lake on July 19, 2015 or July 20, 2015, unless the person shall first obtain a Non-Profit Food Booth permit from the Storm Lake RAGBRAI Committee through Storm Lake United located at 119 West 6th Street, Storm Lake, Iowa.

As an exception to the foregoing, the RAGBRAI Committee shall be authorized to waive the minimum fee if the applicant or applicants are children or youth under the age of 18 years not associated with any group or organization if in the sole discretion of the RAGBRAI Committee the imposition of the permit fee would be unduly burdensome. All fees imposed pursuant to this section shall be the property of the RAGBRAI Committee for use in covering the costs incurred by the RAGBRAI Committee in hosting RAGBRAI within the City of Storm Lake on July 19, 2015 and July 20, 2015.

Section 6. Non-Profit Food Booth Fees

The fee for a Non-Profit Food Booth Permit shall be \$300.00.

Section 7. Non-Profit Food Booth Location

A vendor who has been granted a Non-Profit Food Booth Permit under the provisions of Section 5 shall locate its temporary facility during the period of July 19, 2015 and July 20, 2015 only in that vendor's area as is designated by the RAGBRAI Committee and in no other area.

Section 8. Health Regulations

A person issued a Commercial or Non-profit Food Booth Permit pursuant to this Ordinance shall comply with the Iowa Department of Health and Buena Vista County Department of Health rules and regulations pertaining to the sale and dispensing of food for consumption on its premises, including, but not limited to, the obtaining of

appropriate permits.

Section 9. Commercial Non-Food Booth – Permit Required

No For-Profit person shall provide or sell merchandise to the public in Storm Lake, Iowa on July 19, 2015 and July 20, 2015 at a location other than the person's regularly-established place of business unless the person shall first obtain a Commercial Non-Food Booth Permit from the RAGBRAI Committee at the Storm Lake United Office located at 119 West 6th Street, Storm Lake, Iowa.

Section 10 Commercial Non-Food Booth Fees

The fee for a Commercial Non-food Booth Permit shall be \$700.00.

Section 11. Commercial Non-Food Booth Location

A vendor who has been granted a Commercial Non-Food Booth Permit under the provisions of Section 9 shall locate its temporary sale facility during the period of July 19, 2015 and July 20, 2015 only in that vendor's area as is designated by the RAGBRAI Committee and in no other area.

Section 12. Non-Profit Non-Food Booth – Permit Required

No non-profit person shall sell merchandise to the public on July 19, 2015 or July 20, 2015, unless the person shall first obtain a Non-Profit Non-Food Booth Permit from the RAGBRAI Committee through Storm Lake United located at 119 West 6th Street, Storm Lake, Iowa.

Section 13. Non-Profit Non-Food Booth Fees

The fee for a local Non-Profit Non-Food Booth Permit shall be \$300.00.

Section 14. Non-Profit Booth Non-Food Location

A vendor who has been granted a Storm Lake Non-Profit Non-Food Booth Permit under the provisions of Section 12 shall locate its temporary facility during the period of July 19, 2015 and July 20, 2015 only in that vendor's area as is designated by the RAGBRAI Committee and in no other area.

Section 15. Refundable Cleanup Deposit

Permitted vendors shall pay, at the time of application, a \$100.00 refundable deposit. If cleanup of the site is approved by the Sanitation Committee, the deposit will be refunded.

Section 16. Declining Permit

The RAGBRAI Committee shall have sole discretion to decline to issue a permit for any reason, provided, however, that no application for a permit shall be denied based upon the race, creed, color, sex, age, or country of origin of the applicant or denied for any reason proscribed by law.

Section 17. Application Deadline

All applications for permits must be received by June 15, 2015. Applications received after June 15, 2015 may be approved in the discretion of the RAGBRAI Committee, but, if approved, shall be subject to a \$250.00 late fee.

Section 18. Electrical Service

The fee for providing electrical service to each booth shall be \$100.00 per booth.

Section 19. Outdoor Alcoholic Beverage Garden.

The presence of 20,000 to 25,000 extra people in Storm Lake on July 19, 2015, many of whom may be consuming alcoholic beverages, has the potential to overwhelm local law enforcement personnel. Therefore, in order to ensure public safety and to facilitate police protection, the Council determines that there may be no more than one applicant permitted to operate an outdoor alcoholic beverage garden from a temporary location with a five day or fourteen day beer permit and/or five day or fourteen day liquor license. To help support the cost incurred by the RAGBRAI Committee to host RAGBRAI as an overnight stop, the RAGBRAI Committee, or its designee, shall have the first option to apply for the necessary permits or licenses to operate such alcoholic beverage garden at such location, but if the Committee does not secure such a permit and/or license before July 1, 2015, the Council shall have the option to consider applications from other vendors. Businesses that have an existing liquor license for an outdoor beverage garden as of the date of approval of this Ordinance shall be permitted to operate such within the space defined in their license.

Section 20. Motorized Vehicles

The use of motorized vehicles such as scooters, golf carts, ATV's, and similar vehicles are prohibited in event venue areas, as designated by the RAGBRAI Committee, unless specifically authorized by the RAGBRAI Committee or the Storm Lake Public Safety Department.

Section 21. Nuisance

The sale of food or merchandise, or the erection of a temporary facility for the sale of food or other merchandise, without the permit required by this Ordinance on July 19, 2015 and July 20, 2015 in violation of this Chapter shall be considered a nuisance as defined by Section 8-1-1(A) of this Municipal Code. If this type of nuisance is determined to exist by the Director of Public Safety, an emergency abatement procedure

pursuant to 8-1-8 of the Municipal Code is hereby authorized and may be executed by any peace officer or those acting at their direction by dismantling and removing the nuisance without notice.

Section 22. Street Closings

During the Effective dates of this ordinance and without prior Council approval regarding the blocking of any city streets, any Storm Lake police officer, or those at their direction, may place barricades or road blocks in any City street, alley or roadway to redirect vehicular traffic in order to enhance the proper and safe flow of bicycle and vehicular traffic within the City limits of the City of Storm Lake.

Section 23. Non-Glass, Non-Metal Containers

To promote public safety during RAGBRAI, all beverages, both alcoholic and nonalcoholic, sold in Storm Lake, Iowa, by any business, food vendor, permittee, restaurant, service station, convenience store, grocery store, liquor store or other establishment from 6:00 a.m. on July 19, 2015 until 10:00 a.m. on July 20, 2015 shall be sold in non-glass, non-metal containers. With respect to a holder of a beer permit or a liquor license, this provision shall not apply to sales of beer, liquor or other beverage which are to be consumed off premise. Sales of any beverage by beer permit holder or liquor license holder which is to be consumed on the premises, whether within the building or outside the building if permitted by the beer permit or liquor license, shall not be served in glass containers but may be served in metal cans.

Section 24. Primary Entertainment Venue and Beverage Garden

The primary entertainment venue and the location of the beverage garden shall be on the Great Lawn located in Awaysis Park in the City of Storm Lake, as shown on the attached map which is incorporated by reference. The beverage garden shall be constructed so as to meet the requirements of the vendor's liquor liability insurance and the liquor license or beer permit.

Section 25. Metal and Glass Containers Prohibited

No person shall possess metal or glass containers within Awaysis Park in Storm Lake, Iowa between the hours of 6:00 a.m. on July 19, 2015, and 10:00 a.m. on July 20, 2015.

Section 26. Violations - Penalties

Selling or supplying food or merchandise to the public without the permit required by this Ordinance on July 19, 2015 or July 20, 2015, and any other violation of this Ordinance constitutes a municipal infraction under Chapter 1-20 of the Municipal Code of the City of Storm Lake, Iowa and Section 364.22 of the Code of Iowa. If a person sells or supplies food or merchandise to the public without the required permit, in addition to any other remedy available to the City of Storm Lake, Iowa, the RAGBRAI Committee, in its

discretion, may nevertheless issue to the person the appropriate permit, subject to payment by the person of the required booth fee, regular late fee, and an additional late fee of \$1,000.00.

Section 27. Effective

The provisions of this Ordinance shall be in effect from the effective date of this Ordinance until 5:00 p.m. on July 20, 2015.

Section 28. Certain Ordinances Suspended

Effective July 19, 2015 at 6:00 a.m. to July 20, 2015 at 5:00 p.m., Section 9-10-2, Chapter 9-11 as related to bicycles, and Section 9-12-3 of the City Municipal Code shall be suspended and shall not be enforced.”

Section II. All previous ordinances or parts of such ordinances in conflict with provisions of this Ordinance are hereby repealed.

Section III. If any section, provision or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole, or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

Section IV. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this 20th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Downtown Façade Project – Moved by Council Member Engelmann to adopt Resolution No. 125-R-2014-2015 approving a contract with Cornerstone Commercial Contractors of Corning, Iowa for the Downtown Façade Renovation Project subject to final approval from IEDA, receipt of bonds and insurance, and approval of change order #1. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

RESOLUTION NO. 125-R-2014-2015

RESOLUTION APPROVING CONSTRUCTION CONTRACT

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

That the construction contract for the construction of certain public improvements described in general as Downtown Façade Rehabilitation Project and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: GM Contracting, Lake Crystal, MN

Date of Contract: April 20, 2015

Portion of Project: All

PASSED AND APPROVED this 20th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Moved by Council Member Walker to adopt Resolution No. 126-R-2014-2015 approving change order #1 to the Downtown Façade Renovation Project deleting the work entirely on 6 buildings, reduces the scope of work on 1 building and adds in the alternate work on four buildings. Total cost of change order #1 is a deduction of \$102,830 to the contract. Total contract price after change order is \$547,281. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

RESOLUTION NO. 126-R-2014-2015

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

To approve Change Order No. 1 to the contract with Cornerstone Commercial Contractors, Inc. for the Downtown Façade Renovation Project by the following:

1. Deleting the work entirely on six buildings which include: 111 Railroad Street, 514 Lake Ave., 516 Lake Ave., 517 Lake Ave., 610 Lake Ave., 612 Lake Ave and reduces masonry work on 608 Lake Ave.
2. Adds Alternate #1 (Awning) to 505 Lake Ave.
3. Adds Alternate #2 (2nd Floor Window) to 505 Lake Ave.

4. Adds Alternate #4 (Light Fixtures & Side Street Windows) to 524 Lake Ave.

The total cost for Change Order #1 is a deduction of \$102,830 to the contract. Total contract cost after Change Order #1 is \$547,281.00.

PASSED AND APPROVED this 20th day of April, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Adjournment – Moved by Council Member Walker to adjourn the meeting at 5:54PM. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Jon F. Kruse, Mayor

Attest:

Justin Yarosevich, City Clerk

**SPECIAL COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
APRIL 23, 2015 8:00 A.M.**

Present: Mayor Jon Kruse, Council Members Bruce Engelmann, David Walker, Sara Huddleston, and Dan Anderson. Absent: Mike Porsch. Staff present: Sue Vossberg Deputy City Clerk and Justin Yarosevich City Clerk.

Mayor Kruse called the meeting to order at 8:00am.

Hear the Public – None

Lease Purchase Agreement – Moved by Council Member Engelmann to approve a lease purchase agreement with Roth/Drahota family contingent on obtaining the 2nd owner's signature. Property to be acquired is located on the south side of the inlet in the Emerald Park subdivision and is for a new lift station as part of the FEMA project. Seconded by Council Member Anderson. Vote: All ayes with Council Member Porsch absent. Motion carried.

Adjournment – Moved by Council Member Walker to adjourn the meeting at 8:05am. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Porsch absent. Motion carried.

Jon F. Kruse, Mayor

ATTEST: Justin Yarosevich, City Clerk

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: FEBRUARY 20, 2015

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:

	04-30-2013 to 04-14-2014	04-15-2014 to 02-18-2015
INCIDENTS		
911 Hang Up Call	0	1
Accident	0	1
Ambulance Assist	1	0
Animal Call	0	2
Arrest	16	12
Assault	4	1
Bar Check	255	202
Business Assist	0	2
Business Security	172	127
Case Investigation	1	0
Citizen Assist	2	1
Disturbance/Loud Noise/Party	6	2
Domestic Disturbance	1	0
Driver's License Check	0	2
Drug Investigation	1	2
Extra Security	1	1
Fight	1	2
Intoxicated Driver	0	1
Intoxicated Pedestrian	39	13
Keys Locked In Car	3	4
Lost Property	3	0
Motorist Assist	0	2
Open Door/Window	1	0
Parking Complaint	1	0
Pedestrian Stop	1	2

PR/Talk/Presentation	2	2
Reckless Driver	1	1
Registration Check	2	1
Scam	0	1
Street Beat	4	1
Suspicious Vechicle	2	1
Subpoena Service	1	0
Theft	3	0
Trespass	1	0
Vehicle Maintenance	0	1
Vehicle Stop	10	10
Wants/Warrant Check	22	20
Warrant Service	6	4
Welfare Check	0	1

ARREST

Assault	4	1
Disorderly Conduct	20	6
Interference With Official Acts	15	4
OWI	0	1
Possess Alcohol Under Legal Age	15	17
Possess Controlled Substance	0	2
Possess Drug Paraphernalia	2	0
Public Intoxication	57	24
Sell/Supply Alcohol To Under Age	1	0
Theft	1	1
Trespass	6	0
Warrant Service	5	5

Recommendation: Approval of liquor license.

Staff Summary

5/4/2015

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, Deputy Clerk

SUBJECT: Buy Local Information

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

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

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

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

FISCAL IMPACT:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$413,466.48	\$85,122.77	\$40,696.82	47.81	\$380.00	.45	\$44,045.95	51.74
King's Pointe	\$152,144.67	\$60,713.08	\$17,686.21	29			\$43,026.86	71
Golf Course	\$5,147.92	\$3,147.37	\$1,811.48	58			\$1,33.89	42

Staff Summary

5/4/2015

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Approval Of A Farm Lease**

BACKGROUND: The land that the City owns north of the Field of Dreams and the 10th Street townhomes is currently vacant and there is no immediate plans for future development. To avoid the need to mow the area regularly and yet keep it visually nice we have been approached by John Eddie to consider allowing him to plant hay and oats on the property to bail.

John has bailed the grass that was there in the past but would prefer to plant hay and oats instead. Under the lease he will pay the City \$50 per acre for approximately 13 acres of land and will provide all the seed and labor and will retain all profits from the sale of the bails.

The lease area does not include the grass waterways which will be seeded and maintained to slow the water down and filter water.

The lease was drawn up by the City Attorney. It is an annual lease and should we have future development needs we would be able to terminate the lease at the end of a crop year. Mr. Eddie is aware of the future construction this fall of two bio-reactors in the area.

FISCAL IMPACT: The lease will bring in \$650 annually in lease payments to the City's General Fund.

RECOMMENDATION: Approve the Consent Agenda and the lease.

ATTACHMENTS:

Description	Type
☐ Eddie Lease	Lease

Philip E. Havens, Attorney

FARM LEASE - CASH

THIS LEASE ("Lease") is made between City of Storm Lake, Iowa ("Landlord"), whose address for the purpose of this Lease is c/o City Clerk, City Hall, 620 Erie Street, PO Box 1086, Storm Lake, IA 50588 and John Eddie ("Tenant"), whose address for the purpose of this Lease is 5441-120th Avenue, Storm Lake, Iowa 50588.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Buena Vista County, Iowa (the "Real Estate"):

A parcel of land identified by the Buena Vista County, Iowa Assessor as Parcel No. 1034301006, except the Drainage District No. 25 grass waterway,

(the "Real Estate") containing 13 acres more or less, with possession by Tenant for a term of approximately 10 months in the first term of this lease commencing on May 5, 2015, and ending on March 1, 2016; and a term of one year in any succeeding lease terms that will commence on March 1 of the calendar year and end on March 1 of the calendar year following.

2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent") total annual cash rent of \$ 650.00 payable, unless otherwise agreed, as follows: \$ 650.00 on May 1, 2015, and, in any succeeding years of this lease, \$650 on March 1 of each year.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date.

3. INPUT COSTS AND EXPENSES. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as set forth below. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. All materials, chemicals, fertilizer, herbicides, insecticides, seed, seed cleaning, harvesting expense, grain drying expense, and storage expense, in the amounts required by good husbandry, shall be acquired and paid for by Tenant.

4. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the

Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

5. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge to date:

- i) Neither Landlord nor, Landlord's former or present tenants, are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.
- ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.
- iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.
- iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites.

Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

6. TERMINATION OF LEASE. This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

7. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$ 25.00 per day, as liquidated damages until possession is

delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

8. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

9. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

10. REPAIRS. Tenant shall maintain any fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

11. NEW IMPROVEMENTS. Tenant shall make no improvements on or to the Real Estate without prior written approval of the Landlord. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

12. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or installation of well, windmill, water and septic systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the premises.

13. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

14. NO AGENCY. Tenant is not an agent of the Landlord.

15. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

16. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

17. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

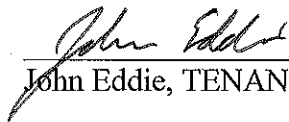
18. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

19. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

20. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

21. **ADDITIONAL PROVISIONS.** Tenant shall not plant row crops. Tenant may plant oats, hay, or both, but shall plant no other crops.

DATED: _____



John Eddie, TENANT

CITY OF STORM LAKE, IOWA, LANDLORD

By: _____
Jon Kruse, Mayor

ATTEST: _____
Justin Yarosevich, City Clerk

Staff Summary

5/4/2015

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: Mark Prosser, Public Safety Director

SUBJECT: **Motion Authorizing A Noise Variance For Buena Vista University**

BACKGROUND: Attached to this summary is a written request from Mark Kirkholm of Buena Vista University requesting a Noise Variance for Thursday, May 21, 2015 between the hours of 3:00pm and 6:00pm in Chautauqua Park near the shelter house for outdoor amplified entertainment. The request is in conjunction with the 2015 Senior Send Off Event scheduled for that date and location.

This request is consistent with previous years and I will issue the Variance upon a consensus in the affirmative by the city council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
letter and permit	Contract

BUENA VISTA UNIVERSITY

April 15, 2015

Mark Prosser
Public Safety Director
City of Storm Lake
401 East Milwaukee Ave.
Storm Lake, Iowa 50588

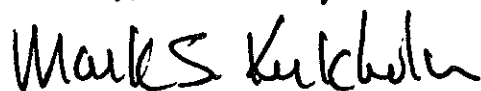
Dear Mark,

Buena Vista University is hosting a "Senior Send Off" picnic at Chautauqua Park Shelter House on May 21st from 3:00pm to 6:00 pm. We are hoping to have Moving in Stereo provide music and are asking for a noise variance during that time frame.

I am the responsible person for any issues or problems and will be glad to notify whoever we need to notify of this event if required.

Thank you in advance for considering our request.

Sincerely,



Mark S. Kirkholm
Assistant Dean of Students & Director of Campus Security



**Public Safety
Police & Fire
PERMIT**

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

Event: BVU Senior Send Off

Issued To:

Name: Mark Kirkholm

Organization: Asst. Dean of Students / Campus Security

Address: 610 West 4th Street, Storm Lake, IA 50588

Phone: 712-749-2500

Date(s) of Event: Thursday, May 21, 2015

Time(s) of Event: 3:00pm until 6:00pm

Expiration of Permit: 5-22-2015

Location / Area
of Use:

Chautauqua Park Shelter House Area

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

Please Print

Date: 5-5-2015

Signature:

Title: Public Safety Director

Staff Summary

5/4/2015
Agenda Item # 4.



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

REPORT TO: Honorable Mayor and City Council

FROM: Jennifer Movall, Finance Department Manager

SUBJECT: **Motion Setting Public Hearing On Fiscal Year 2014-2015 Budget Amendment**

BACKGROUND: The City is required by the Iowa Code to amend the budget anytime expenses exceed the prior authorized budget authority as set by the City Council. The last date by which the City can amend their budget in the major program areas is May 31st.

The Finance Department has worked with Department Heads and staff to re-estimate all potential known expenses that are anticipated for the remainder of the current fiscal year which ends on June 30, 2015.

Prior to adoption of the budget amendment the City must hold a public hearing and publish notice. Passage of this motion will set the official public hearing date for Monday, May 18, 2015 at 5:00PM and directs the City Clerk to publish notice of the hearing as required by State of Iowa law.

FISCAL IMPACT: The fiscal impact of this motion will be the cost of publishing the hearing and budget amendment.

RECOMMENDATION: Set Public Hearing for May 18, 2015 at 5:00PM

Staff Summary

5/4/2015

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: Jennifer Movall, Finance Department Manager

SUBJECT: **Motion For Receipt Of Bids For \$3,560,000 Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B**

BACKGROUND: Bids for the \$3,560,000 Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Note were accepted on Monday, May 4, 2015 at 11:00AM.

The City received ____ bids. The name and address of the bidders and the bids they submitted will be provided at the council meeting after the bids have been received.

This motion simply notes the receipt of bids for these capital loan notes.

FISCAL IMPACT: There is no fiscal impact to this motion.

RECOMMENDATION: Approve the motion for the receipt of bids for the \$3,560,000 Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B.

Staff Summary

5/4/2015

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: Jennifer Movall, Finance Department Manager

SUBJECT: **Resolution No. 127-R-2014-2015 Directing Sale Of \$3,560,000 Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B**

BACKGROUND: Bids for the sale of these refunding capital loan notes were opened at 11:00 AM on Monday, May 4, 2015 and the best bid received is determined to be:

The name and bid will be provided prior to the council meeting after the bids have been received.

The terms of said bid being:
Purchase Price:
True Interest Rate:
Net Interest Cost:

Revenue from the sale of these notes will be used to advance refund the 2006 Annual Appropriation GO Bonds that are paid with Local Option Sales Tax.

FISCAL IMPACT: The fiscal impact is the cost of the interest for the sale of the \$3,560,000 Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes which is \$_____. (The amount will be provided once the winning bid is determined).

RECOMMENDATION: Adopt Resolution No. 127-R-2014-2015

ATTACHMENTS:

Description	Type
Resolution No. 127-R-2014-2015	Resolution

RESOLUTION NO. 127-R-2014-2015

RESOLUTION DIRECTING SALE OF \$3,560,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE ANNUAL APPROPRIATION GENERAL OBLIGATION URBAN RENEWAL REFUNDING CAPITAL LOAN NOTES, SERIES 2015B

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:

\$3,560,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE ANNUAL APPROPRIATION GENERAL OBLIGATION URBAN RENEWAL REFUNDING CAPITAL LOAN NOTES, SERIES 2015B

Bidder: _____ of _____

The terms of award:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

True Interest Rate: _____ %

Net Interest Cost: \$ _____

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 the notice of the sale of the notes heretofore given and 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 May, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

5/4/2015

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: Jennifer Movall, Finance Department Manager

SUBJECT: **Resolution No. 128-R-2014-2015 Authorizing The Redemption Of Outstanding Annual Appropriation Urban Renewal General Obligation Bonds**

BACKGROUND: On September 5, 2006 the City Council authorized the issuance of \$5,400,000 Annual Appropriation Urban Renewal General Obligation Bonds, Series 2006 for the construction of indoor waterpark and hotel. This bond was redeemable on December 1, 2014.

This resolution will authorize the redemption of \$3,480,000 on June 5, 2015 and authorize the City's Paying Agent, Wells Fargo Bank, N.A., to notify, by Certified mail, the owners of the bonds and DTC not less than 30 days prior to the redemption date.

This also authorizes the Finance Director to deposit in a separate fund a sum sufficient to pay all principal and interest on the redeemed bonds and to notify Piper Jaffray to post the Notice of Redemption to the EMMA website.

FISCAL IMPACT: There is no fiscal impact to this resolution. The bonds will be redeemed with the refunding that was approved on a previous agenda item.

RECOMMENDATION: Approve Resolution No. 128-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 128-R-2014-2015	Resolution

RESOLUTION NO. 128-R-2014-2015

RESOLUTION AUTHORIZING THE REDEMPTION OF
OUTSTANDING ANNUAL APPROPRIATION URBAN
RENEWAL GENERAL OBLIGATION BONDS, SERIES 2006,
OF THE CITY OF STORM LAKE, STATE OF IOWA, DATED
SEPTEMBER 1, 2006, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated September 5, 2006, authorize the issuance of \$5,400,000 Annual Appropriation Urban Renewal General Obligation Bonds, Series 2006, (the "Bonds") dated September 1, 2006; and

WHEREAS, the Bonds are redeemable in any order of their numbering on December 1, 2014 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 \$3,480,000 be so redeemed on June 5, 2015 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 Annual Appropriation Urban Renewal General Obligation Bonds, dated September 1, 2006, in the principal amount of \$3,480,000, be and the same are hereby redeemed as of June 5, 2015.

The City 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 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 within ten (10) business days of its mailing.

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: \$5,400,000

Bond Issue: Annual Appropriation Urban Renewal General Obligation Bonds,
Series 2006

Dated Date: September 1, 2006

Redemption Date: June 5, 2015

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 JD5	19	\$125,000	4.25%	December 1, 2015
862182 JE3	20	\$130,000	4.30%	June 1, 2016
862182 JF0	21	\$130,000	4.30%	December 1, 2016
862182 JG8	22	\$135,000	4.35%	June 1, 2017
862182 JH6	23	\$135,000	4.35%	December 1, 2017
862182 JJ2	24	\$140,000	4.40%	June 1, 2018
862182 JK9	25	\$145,000	4.40%	December 1, 2018
862182 JL7	26	\$145,000	4.45%	June 1, 2019
862182 JM5	27	\$150,000	4.45%	December 1, 2019
862182 JN3	28	\$150,000	4.50%	June 1, 2020
862182 JP8	29	\$155,000	4.50%	December 1, 2020
862182 JQ6	30	\$160,000	4.55%	June 1, 2021
862182 JR4	31	\$160,000	4.55%	December 1, 2021
862182 JS2	32	\$165,000	4.60%	June 1, 2022
862182 JT0	33	\$170,000	4.60%	December 1, 2022
862182 JU7	34	\$170,000	4.65%	June 1, 2023
862182 JV5	35	\$175,000	4.65%	December 1, 2023
862182 JW3	36	\$180,000	4.70%	June 1, 2024
862182 JX1	37	\$185,000	4.70%	December 1, 2024
862182 JY9	38	\$190,000	4.75%	June 1, 2025
862182 JZ6	39	\$190,000	4.75%	December 1, 2025
862182 KA9	40	\$195,000	4.75%	June 1, 2026

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., Minneapolis, Minnesota. This represents a full call of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

WELLS FARGO BANK, N.A., Minneapolis,
Minnesota

(End of Notice)

PASSED AND APPROVED this 4th day of May, 2015.

Mayor

ATTEST:

City Clerk

Staff Summary

5/4/2015

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: Jennifer Movall, Finance Department Manager

SUBJECT: **Resolution No. 129-R-2014-2015 Appointing Paying Agent, Bond Registrar, Transfer Agent & 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 \$6,890,000 Taxable General Obligation Urban Renewal Refunding Capital Loan Note, Series 2015A dated the date of delivery.

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.

We have used Bankers Trust Company for most of our previous bond issues and have had no problems with their work. Staff would recommend them for this issue.

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

RECOMMENDATION: Adopt Resolution No. 129-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 129-R-2014-2015	Resolution

RESOLUTION NO. 129-R-2014-2015

**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, \$6,890,000 Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated the date of delivery, 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:

Section 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 \$6,890,000 Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, dated the date of delivery.

Section 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 4th day of May, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

5/4/2015
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: Jennifer Movall, Finance Department Manager

SUBJECT: **Resolution No. 130-R-2014-2015 Authorizing & Providing For The Issuance Of \$6,890,000 Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A**

BACKGROUND: This resolution authorizes the issuance of \$6,890,000 Taxable General Obligation Urban Renewal Refunding Capital Loan Note.

This is the final Council action required to be taken in order to use these bonds.

Bids were taken on April 20, 2015 and the low bid went to Hutchinson, Shockey, Erley & Co. of Chicago, IL with a rate of 3.677571%.

This issue does give the City the authority to levy a tax to pay the principal and interest on the bonds but the bonds will be solely backed by hotel revenue so there will not be an increase in taxes related to these bonds.

FISCAL IMPACT: The fiscal impact is the debt of \$6,890,000 plus the interest of \$3,337,989.69. Funds received from the bond sale will be used to refund the \$6.0M and \$1.5M hotel revenue bonds.

RECOMMENDATION: Adopt Resolution No. 130-R-2014-2015

ATTACHMENTS:

Description	Type
Resolution No. 130-R-2014-2015	Resolution

RESOLUTION NO. 130-R-2014-2015

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$6,890,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL REFUNDING CAPITAL LOAN NOTES, SERIES 2015A, AND LEVYING A TAX TO PAY SAID NOTES, APPROVAL OF THE CONTINUING DISCLOSURE CERTIFICATE, AND REFUNDING TRUST AGREEMENT

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 refunding existing City indebtedness, including the Taxable General Obligation Urban Renewal Bonds, Series 2006 and 2007, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue Taxable General Obligation Urban Renewal Capital Loan Notes, for such purpose(s) to the amount of not to exceed \$7,500,000 as authorized by Sections 384.24A, 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.24A, 384.24 (3)(q), 384.25, and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Notes, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Notes for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned notes were heretofore sold at public sale and action should now be taken to issue said notes conforming to the terms and conditions of the best bid received at the advertised public 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:

- "Advance Refunded Portion" shall mean proceeds of the Notes to advance refund \$1,500,000 of the Series 2007 Refunded Bonds on June 1, 2016.
- "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 Note.
- "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.
- "Current Refunded Portion" shall mean proceeds of the Notes to current refund \$5,180,000 of the Series 2006 Refunded Bonds on June 1, 2015.
- "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 securities depository for the Notes pursuant to the Representation Letter.
- "Escrow Fund" shall mean the fund established under the terms of a Refunding Trust Agreement dated the date of delivery, for the deposit of the proceeds of the Notes issued hereunder to secure redemption of the Refunded Bonds.
- "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 \$6,890,000 Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, 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 refunding existing City indebtedness, including the Taxable General Obligation Urban Renewal Bonds, Series 2006 and 2007.

- "Refunded Bonds" shall mean \$5,180,000 of the \$6,000,000 Taxable General Obligation Urban Renewal Bonds, Series 2006, dated January 1, 2006, and \$1,500,000 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.

- "Trustee" shall mean Bankers Trust Company of Des Moines, Iowa, or its successor as may be approved pursuant to the "Refunding Trust Agreement" referred to herein between the Issuer and the Trustee for the purpose of insuring the payment of the outstanding Notes.

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

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

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$238,554.29*	2015/2016
\$456,481.26	2016/2017
\$451,418.76	2017/2018
\$451,356.26	2018/2019
\$451,181.26	2019/2020
\$450,306.26	2020/2021
\$454,306.26	2021/2022
\$453,056.26	2022/2023
\$451,362.50	2023/2024
\$453,887.50	2024/2025
\$455,787.50	2025/2026
\$457,037.50	2026/2027
\$457,975.00	2027/2028
\$457,475.00	2028/2029
\$671,625.00	2029/2030
\$666,562.50	2030/2031
\$670,937.50	2031/2032
\$668,656.26	2032/2033
\$670,600.00	2033/2034
\$670,800.00	2034/2035

*Payable from prior levy or cash on hand.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2014, will be collected during the fiscal year commencing July 1, 2015).

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 3 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

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.

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. 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.

Application of Note Proceeds. Proceeds of the Notes shall be credited to the Escrow Fund, pursuant to Section 16 of this Resolution.

Investments of Note Fund Proceeds. All moneys held in the Note Fund and the Project Fund, shall be invested in investments permitted by Chapter 12B, Code of Iowa, 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.

Note Details, Execution and Redemption.

Note Details. Taxable General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015A, of the City in the total amount of \$6,890,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A, 384.25 and 403.12 of the Code of Iowa, as amended, for the aforesaid purpose. 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 "\$6,890,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL REFUNDING CAPITAL LOAN NOTES, SERIES 2015A", be dated the date of delivery, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2015, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

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

Principal Amount	Interest Rate	Maturity June 1 st
\$ 225,000	2.250%	2017
\$ 225,000	2.250%	2018
\$ 230,000	2.250%	2019
\$ 235,000	2.500%	2020
\$ 240,000	2.500%	2021
\$ 250,000	2.500%	2022
\$ 255,000	2.625%	2023
\$ 260,000	2.875%	2024
\$ 270,000	3.000%	2025
\$ 280,000	3.125%	2026
\$ 290,000	3.125%	2027
\$ 610,000	3.500%	2029*
\$1,085,000	3.750%	2031*
\$1,170,000	3.875%	2033*
\$1,265,000	4.000%	2035*

*Term Bonds

Redemption.

Optional Redemption. Notes maturing after June 1, 2020, 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 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.

Mandatory Payment and Redemption of Term Bonds. All Term Bonds 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 Bond #1

Principal Amount	Interest Rate	Maturity June 1 st
\$300,000	3.500%	2028
\$310,000	3.500%	2029*

*Final Maturity

Term Bond #2

Principal Amount	Interest Rate	Maturity June 1 st
\$535,000	3.750%	2030
\$550,000	3.750%	2031*

*Final Maturity

Term Bond #3

Principal Amount	Interest Rate	Maturity June 1 st
\$575,000	3.875%	2032
\$595,000	3.875%	2033*

*Final Maturity

Term Bond #4

Principal Amount	Interest Rate	Maturity June 1 st
---------------------	------------------	----------------------------------

\$620,000	4.000%	2034
\$645,000	4.000%	3035*

*Final Maturity

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

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

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.

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.

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.

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.

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.

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.

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.

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.

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

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

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.

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.

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.

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.

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

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.

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.

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.

Execution, Authentication and Delivery of the Notes. 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 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.

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 note holder.

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

Item 1, figure 1= "STATE OF IOWA"
"COUNTY OF BUENA VISTA"
"CITY OF STORM LAKE"
"TAXABLE GENERAL OBLIGATION URBAN RENEWAL
REFUNDING CAPITAL LOAN NOTE"
"SERIES 2015A"
"ESSENTIAL CORPORATE URBAN RENEWAL PURPOSE"

Item 2, figure 1= Rate: _____
Item 3, figure 1= Maturity: _____
Item 4, figure 1= Note Date: May 20, 2015
Item 5, figure 1= CUSIP No.: _____
Item 6, figure 1= "Registered"
Item 7, figure 1= Certificate No. _____
Item 8, figure 1= Principal Amount: \$ _____

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

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

Item 10, figure 1 = or registered assigns, the principal sum of (principal amount written out) 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 said sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2015, 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 by the City of Storm Lake, State of Iowa, pursuant to the provisions of Sections 384.24A, 384.25 and 403.12, of the Code of Iowa, for the purpose of paying costs of adjusting, extending and refunding existing general obligation indebtedness of the City of Storm Lake, State of Iowa, in order to evidence the obligation of the Issuer under a certain Loan Agreement dated the date hereof, the proceeds of the Notes of this issue being deposited in trust, pursuant to the terms of a Refunding Trust Agreement, and invested in such manner as to pay,

when due, the installments of principal of and interest on the City's presently outstanding general obligation Notes to be refunded from the proceeds of this issue, in conformity to a Resolution of the Council of the City, duly passed and approved.

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, 2020, 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 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, 2029 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 3.500% 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:

Principal Amount	Maturity June 1 st
\$300,000	2028
\$310,000	2029*

*Final Maturity

The Notes maturing on June 1, 2031 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 3.750% 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:

Principal Amount	Maturity June 1st
\$535,000	2030
\$550,000	2031*

*Final Maturity

The Notes maturing on June 1, 2033 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 3.875% 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:

Principal Amount	Maturity June 1st
\$575,000	2032
\$595,000	3033*

*Final Maturity

The Notes maturing on June 1, 2035 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 4.000% 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:

Principal Amount	Maturity June 1st
\$620,000	2034
\$645,000	2035*

*Final Maturity

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Term Bonds 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 bondholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that the faith, credit, revenues and resources and all the real and personal property of the Issuer are 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.

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

BANKERS TRUST COMPANY, Registrar

By: _____
Authorized Signature

Item 13, figure 1 = Registrar and Transfer Agent: Bankers Trust Company
Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

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

CITY OF STORM LAKE, STATE OF IOWA

By: (manual or facsimile signature) _____

Mayor

ATTEST:

By: (manual or facsimile signature) _____

City Clerk

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

ASSIGNMENT

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

Dated this _____ day of _____, 2015.

SIGNATURE
GUARANTEED

)
)

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

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

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

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

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

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

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

(End of form of note)

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 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.

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

Deposit of Proceeds in Escrow. \$6,764,437.50 of the proceeds derived from the sale of the Notes, except accrued interest which shall be deposited in the Note Fund, shall be placed in the Escrow Fund with Bankers Trust Company, as Trustee under the Refunding Trust Agreement dated as of the date of delivery. The Trustee shall 1) hold such proceeds in a special and irrevocable trust fund, 2) invest such proceeds only in cash or direct obligations of the United States as directed by the Issuer, and 3) apply such proceeds and earnings thereon only in accordance with the terms and conditions of the Refunding Trust Agreement. All the terms and

conditions of the Refunding Trust Agreement are hereby incorporated by reference in this Resolution as if set forth herein in full. The Refunding Trust Agreement is hereby approved and confirmed as binding upon the Issuer, and the Mayor and City Clerk are hereby authorized to execute the Refunding Trust Agreement on behalf of the Issuer and to authorize the Trustee to call the Refunded Bonds for redemption pursuant to the provisions of the resolutions authorizing their issuance.

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 Notes (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.

Final Official Statement. After the sale, a final Official Statement was prepared in accordance with Rule 15c2-12 of the Securities and Exchange Commission, with certain revisions and inclusions deemed necessary and appropriate. Said final Official Statement is hereby approved for use in the sale of the Notes.

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

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 4th day of May, 2015.

Mayor

ATTEST:

City Clerk

Staff Summary

5/4/2015
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:

SUBJECT: **Motion Approving Engineering Agreement For Wastewater Plant HVAC Design**

BACKGROUND: At the March 16th City Council meeting the Council approved an Eng. study with V&K Engineering for the Wastewater Plant's HVAC system. The system has been unreliable and broken for the past several years and now parts are becoming impossible to find. The existing system is a heat pump system and was installed in 1983 which makes it 32 years old.

V&K has provided the city with their report findings and recommendations. The report shows two options, Option 1 is to repair the existing system at a cost of approx. \$92,000 and Option 2 is to replace the system with a package split system air cooled heat pump units and electric heaters in the garage and shop locations at an est. cost of \$66,950 dollars.

After reviewing the report staff believes that Option 2 with the lower cost is the best option for long term benefit of the City and the Wastewater Treatment Plant facility.

The cost of the repair and the unique technical details of the system require that the City utilize a competitive quote or bid process to solicit companies to do the work. The attached agreement will allow V&K to assist the City in the development of the plans and specifications and provide assistance with the bid letting process for this project.

FISCAL IMPACT: The cost of the Engineering Services Agreement is \$6,000. The costs for the project are estimated to be about \$70,000 as shown in the attached report but will be determined after the City receives bids so the actual construction cost could be more or less than the preliminary estimate.

Funding for the project will come from a combination of funds budgeted in the FY 2015 and FY 2016 budgets. Any additional

costs (which are anticipated) will have to come from the Wastewater Depreciation Fund.

RECOMMENDATION: Approve the Agreement & Authorize Mayor to Sign

ATTACHMENTS:

Description		Type
	V&K Professional Services	Contract
	V&K HVAC Analysis report	Contract



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

April 24, 2015

Justin Yarosevich
City of Storm Lake
620 Erie Street
P.O. Box 1086
Storm Lake, Iowa 50588-1086

STORM LAKE, IOWA
WASTEWATER TREATMENT PLANT CONTROL BUILDING HVAC IMPROVEMENTS
AGREEMENT FOR PROFESSIONAL SERVICES

Enclosed are two copies of the proposed Agreement between the City of Storm Lake and Veenstra & Kimm, Inc. for the engineering services for the Wastewater Treatment Plant Control Building HVAC Improvements. The engineering services include design, bidding services and general services during construction. The fee for engineering services would be the lump sum amount of \$6,000. This fee coincides with the estimated cost included for engineering services included in the April 15, 2015 report on the analysis of the Control Building HVAC system.

The Agreement does not include resident review services. Based on the nature of the improvements it does not appear necessary for the City to contract with Veenstra & Kimm, Inc. for resident review services.

Depending on the timing of the installation of the equipment, Veenstra & Kimm, Inc. may be able to provide limited resident review. If construction is still ongoing on the new Inlet Lift Station spot resident review can be provided as part of that project there would be no cost for the resident review.

The Agreement provides the option for the City to amend the Agreement if the City determines the City additional resident review would be appropriate or necessary.

If the Agreement is satisfactory, please return one executed copy of the Agreement. As noted in the Agreement approval of the Agreement constitutes notice to proceed and Veenstra & Kimm, Inc. will move forward with the design immediately following approval of the agreement.

Justin Yarosevich
April 24, 2015
Page 2

If you have any questions or comments concerning the project, please contact the writer at 1-800-241-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read "H. R. Veenstra Jr.", with a stylized flourish at the end.

H. R. Veenstra Jr.

HRVjr:pjh
600-11
Enclosure
cc: Jim Patrick - w/enclosure

AGREEMENT

WASTEWATER TREATMENT PLANT CONTROL BUILDING HVAC IMPROVEMENTS CITY OF STORM LAKE, IOWA

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between the **CITY OF STORM LAKE, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal office in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the heating, ventilating and air conditioning system at the Control Building of the Wastewater Treatment Plant was installed at the time the building was constructed in the 1970s, and

WHEREAS, the existing Control Building heating, ventilating and air conditioning (HVAC) equipment has reached or exceeded its useful life and is no longer functioning in a satisfactory method, and

WHEREAS, the City retained the Engineers to complete an evaluation of the HVAC system, and

WHEREAS, the evaluation recommended the replacement of the HVAC system with a split system air cooled heat pump units and electric unit heaters, and

WHEREAS, the City desires to move forward with the design and installation of the replacement HVAC equipment, and

WHEREAS, the City has determined it appropriate to proceed with the design of the Control Building HVAC improvements with the project being referred to as the "**Wastewater Treatment Plant Control Building HVAC Improvements**" or the "**Project**", and

WHEREAS, the City has determined it is in its best interest to retain the Engineers to provide design and associated services related to the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto the City retains the Engineers for professional services as set forth herein for the Project. The Agreement is subject to the following terms and conditions:

- 1. SCOPE OF PROJECT.** The Scope of the Project shall consist of the following:
 - a. New split system DX heat pump units (2 units).
 - b. Electric unit heaters in garage, maintenance room and MCC room (3 heaters).
 - c. Removal of existing heat pump units, piping and other equipment.
 - d. Duct work modifications as required for new equipment.
 - e. Electrical modifications to accommodate new equipment.

The exact scope and extent of the improvements can be modified by mutual agreement during the design phase of the improvements.

- 2. DESIGN SERVICES.** The Engineers shall provide engineering design services to complete the final design of the Project as set forth in **1. SCOPE OF PROJECT.**
- 3. DESIGN AND CONFERENCES.** The Engineers shall attend such design conferences with the City as may be necessary to make decisions as to details of design of the Project.
- 4. PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are reasonably necessary and desirable for construction of the Project. The plans and specifications shall describe, in detail, the work to be done, materials to be used and as appropriate, the construction methods to be followed.
- 5. CONSTRUCTION PERMITS.** The project does not require a construction permit from the Iowa Department of Natural Resources. The Engineers shall assist the City in obtaining any necessary permits for construction of the project from Buena Vista County.
- 6. COST ESTIMATE.** The Engineers shall prepare an estimated cost for the Project based upon the design developed. The Engineers shall periodically update the estimate of cost as the design is completed. Anytime the Engineers anticipate that the actual Project cost will exceed the estimated Project cost, the Engineers shall immediately notify the City. The Engineers shall not be responsible to the City for any variation between the estimated Project cost and the actual cost of the construction contract based on competitive bids.

- 10. RESIDENT REVIEW.** Based on the nature of the project it is not anticipated resident review services will be required. In the event the City requests resident review services, those services will be provided by amendment to this Agreement.
- 11. COMPLETION.** The design of the Project shall be completed as follows:
- a. Design and preparation of the plans and specifications - June 15, 2015.
- 12. COMPENSATION.** The City shall compensate the Engineers for services under this Agreement as follows:
- a. For design, bidding services and general serviced during construction the compensation for the Engineers shall the lump sum amount of Six Thousand Dollars (\$6,000).
- 13. METHOD OF PAYMENT.** The Engineers shall submit monthly invoices for the actual costs for Project services completed to the end of the invoice period. The monthly invoices of the Engineers shall show the total fees due, the amounts paid to date and the balance of the amount of the contract.
- Invoices shall be due and payable upon receipt and shall be paid by the City within thirty (30) days of the date of receipt of an approvable invoice.
- 14. NOTICE TO PROCEED.** Approval of this Agreement by the City shall not constitute Notice to Proceed for work under this Agreement.
- 15. TERMINATION OF AGREEMENT.** The City may terminate this Agreement for the convenience of the City upon seven (7) days written notice to the Engineers. In the event of termination for the convenience of the City, the Engineers shall be paid proportionately for the work and services performed to the date of termination.
- 16. TITLE TRANSFER.** The products of this Agreement shall be the property of the City. Nothing in this Agreement shall be construed as restricting the right of the Engineers to retain in their possession copies of the products of this Agreement.

The Engineers' reuse of the exact design developed under this Agreement is prohibited unless authorized by the City. The City may reuse the design, but in doing so, shall assume all liability for the design.

- 17. 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.
- 18. INSURANCE.** The Engineers shall furnish the City with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the City of Storm Lake is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	1,000,000
Excess Liability (Umbrella)*	5,000,000/5,000,000
Workers' Compensation, Statutory Benefits Coverage B	Statutory
Professional Liability**, ***	1,000,000/2,000,000

*Occurrence/Aggregate

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

***Claims made basis.

- 19. ERRORS OR DEFICIENCIES.** The Engineers shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the Engineers are responsible for any errors or deficiencies. This provision shall not apply to changes in the Project or Project materials which may result from causes or information which the Engineers could not have reasonably ascertained during the Project design, such as hidden or latent defects or conditions in the existing plant.
- 20. MODIFICATIONS TO AGREEMENT.** This Agreement may be modified upon written agreement by the City and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the City and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.

21. **LEGAL SERVICES.** The City shall provide the services of an attorney experienced in legal matters pertaining to this type of project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
22. **SERVICES NOT INCLUDED.** Services not included under this Agreement include the following:
 - a. Resident review services during construction.
23. **REMEDIES.** In the event the Engineers violates or breaches the terms of this Agreement the City may terminate the contract for cause as provided in **15. TERMINATION OF AGREEMENT** above. The City may seek any additional remedies available to it at law or in contract.
24. **ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto. The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the City.
25. **COMPLETENESS OF CONTRACT.** This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

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

It is further covenanted and stated 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

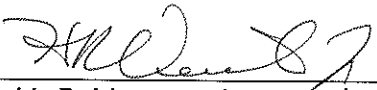
ATTEST:

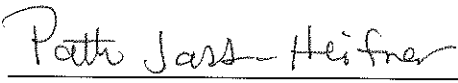
By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By 
H. R. Veenstra Jr., President

By 

REPORT

ON

HVAC SYSTEMS ANALYSIS REPORT

**CONTROL BUILDING
WASTEWATER TREATMENT FACILITIES**

STORM LAKE, IOWA

April 2015



VEENSTRA & KIMM, INC.

HVAC SYSTEMS ANALYSIS REPORT
CONTROL BUILDING
WASTEWATER TREATMENT FACILITIES
STORM LAKE, IOWA

<u>Index</u>	<u>Page</u>
I. Scope of Work	2
II. Summary of Findings	2
III. Description of Existing HVAC System - Option 1	2
IV. Alternate HVAC System - Option 2	3
V. Comparison of Analyzed Systems	4
VI. Recommended Improvements	4

Drawing No. 1 - Existing HVAC - Option 1 Follows page 2
Drawing No. 2 - Air Cooled Heat Pump Units - Option 2 Follows page 3

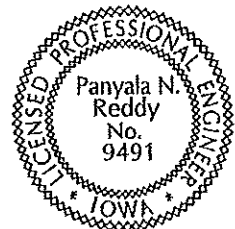
Exhibit A - Heating and Cooling Loads

Exhibit B - Air Cooled Heat Pump Units Catalog Cut Sheets

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signed:

Date:



Panyala N. Reddy
Panyala N. Reddy, P.E.

4-20-15

Iowa License No. 9491

My license renewal date is December 31, 2016

Prepared By
Veenstra & Kimm, Inc.
3000 Westown Parkway
West Des Moines, Iowa

I. SCOPE OF WORK

- A. Analyze the existing water source heatpump heating/cooling system to:
 - 1. Determine the present condition of existing HVAC equipment.
 - 2. Prepare scope of repairs needed to bring existing system to operable condition.
- B. Suggest an alternate HVAC system; provide required capacities and prepare cost estimates.
- C. Submit a written report.

II. SUMMARY OF FINDINGS

- A. Option 1: Repair existing water source heat pump system:
 - 1. Estimated Cost \$92,400.00
- B. Option 2: Packaged split system air cooled heat pump units and electric unit heaters:
 - 1. Estimated Cost \$66,950.00
- C. Recommendations:
 - 1. Install packaged split system air cooled heat pump units and electric unit heaters at an estimated cost of \$66,950.00.

III. DESCRIPTION OF EXISTING HVAC SYSTEM - OPTION 1

- A. Heat pump system:
 - 1. There are six (6) horizontal water source heat pump units of various capacities located throughout the building; some of the heat pump units have auxiliary electric heating coils.
 - 2. All the heat pumps are connected by loop water piping with two circulating pumps located in Mechanical Room.
 - 3. A heating coil with control valves located inside blower discharge ductwork located inside Blower Room provides heat to the loop in winter months.
 - 4. A fluid cooler located outdoors will reject heat to outdoors in summer months.
 - 5. Refer to Drawing No. 1 - Control Building Existing HVAC- Option 1 for location of heat pump units and various other HVAC equipment.
- B. Condition of existing heat pump system:
 - 1. One of the circulating pumps has been removed and its parts were used for the repair and operation of the second circulating pump. Presently, the second circulating pump also does not work. Without these pumps running, it is not possible to know if the heat pumps are operational.
 - a. Met with contractor who has provided maintenance on existing system (Control Systems, Alta, IA) at job site and according to them, the pumping system has not worked for a few years now.

- b. Existing heat pump units are about 30 years old (installed in 1985) and as such these units are beyond their normal expected service life. These units also have refrigerant R-22 in them. R-22 is banned and is no longer produced. Aftermarket availability of R-22 is spotty and the costs are going up every year.

C. Modifications required to existing heat pump system - OPTION 1

1. Remove all existing heat pump units. Install new heat pump units with new refrigerant (R-134) in place of existing heat pump units.
2. Install two new circulating pumps.
3. Provide required modifications to the loop water piping system.
4. Drain existing glycol based loop water and install new glycol based loop water.
5. Modify existing controls to operate circulating pumps, motorized control valves, main heating coil and fluid cooler.

D. Cost Estimates

	<u>Installed Cost</u>
1. Removal of existing heat pump units	\$ 5,000.00
2. New heat pump units HPU-1, 2, 3, 4, 5 and 6	30,000.00
3. New two (2) circulating pumps 1.5 HP each	6,000.00
4. Miscellaneous piping and valves modifications	10,000.00
5. Ductwork modifications	10,000.00
6. Control modifications	5,000.00
7. Electrical modifications	10,000.00
Sub-Total 1	\$ 76,000.00
Contractor overhead and profit (15%)	11,400.00
Sub-Total 2	\$ 87,400.00
Engineering	5,000.00
Total	\$ 92,400.00

IV. ALTERNATE HVAC SYSTEM - OPTION 2

- A. Remove existing heat pump units HPU-1 and 2 and abandon remaining heat pump units in-place; abandon in-place associated loop water piping system and accessories.
- B. Install unitary residential class DX air cooled split system heat pump/air conditioning units.
 1. Install a 5.0 ton unit to serve Lab Area, Office, Front Vestbule, corridor and Interior Office and Toilets.
 2. Install a 3.0 ton unit to serve Electrical Room.
 3. Install a 15.0 KW electric unit heater in Garage.
 4. Install a 15.0 KW electric unit heater in Shop Area.
 5. Install a 10.0 KW electric unit heater in MCC Room (old Generator Room).
 6. Install ventilation fan in Blower Room.
 7. Refer to Drawing No. 2 - Control Building HVAC- Air Cooled Heat Pump Units - Option 2 for location of heat pump units and various other HVAC equipment.

D. Cost Estimates

	<u>Installed Cost</u>
1. Removal of existing heat pump units, piping, etc.	\$ 3,000.00
2. New split system DX heat pump units HPU-1&2	15,000.00
3. Electric Unit Heater in Garage	5,000.00
4. Electric Unit Heater in Maintenance Room	5,000.00
5. Electric Unit Heater in MCC Room	3,000.00
6. Ductwork modifications including Blower Room	7,000.00
7. Electrical modifications	15,000.00
Sub-Total 1	\$ 53,000.00
Contractor overhead and profit (15%)	7,950.00
Sub-Total 2	\$ 60,950.00
Engineering	6,000.00
Total	\$ 66,950.00

V. COMPARISON OF ANALYZED SYSTEMS

Existing Heat Pump System	New Air Cooled Split Heat Pump System
Higher first cost	Lower first cost
Higher yearly maintenance cost	Lower maintenance cost; practically zero
Higher operating cost	Lower operating cost
System not as energy efficient	Most energy efficient
Filtration not very good (25% filters)	Filtration excellent (90% filters)

VI. RECOMMENDED IMPROVEMENTS

- A. Install packaged split system air cooled heat pump units and electric unit heaters at an estimated cost of \$66,950.00.

Staff Summary

5/4/2015
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: James H. Patrick, City Manager

SUBJECT: **Resolution No. 131-R-2014-2015 Approving Change Order Number 7 To FEMA Sanitary Sewer System Mitigation Project Contract Number 4, Lift Stations**

BACKGROUND: FEMA Contract #4 is for the construction of lift stations. All of the lift stations are complete except for number 2-4, south of the inlet. Construction has been delayed due to delays in acquiring property to construct it on. Originally, Lift Station 2-4 was to be constructed in 2014 concurrently with the other lift stations improvements. Now that acquisition is complete, the construction of Lift Station 2-4 is ready to start this week.

This change order compensates the contractor for increased costs between 2014 and 2015 construction to include the additional oversight and superintendent related costs. The Change order costs is \$32,256.

FEMA and Home Land Security have reviewed and approved the Change Order

FISCAL IMPACT: The Change Order change is for \$32,256.00

Original Contract Amount	\$3,704,400.00
Previously Approved Change Orders	\$96,196.67
This Change Order	\$32,256.00
Adjusted Contract with this Change Order	\$3,832,552.67
Percentage Change this Change Order	0.87%
Accumulative Change, All Change Orders	3.46%

This cost will be shared with FEMA (75%), Homeland Security (10%) and the City (15%)

RECOMMENDATION: Council Adopt Resolution No. 131-R-2014-2015 Approving Change Order Number 7 To FEMA Sanitary Sewer System Mitigation Project Contract Number 4.

ATTACHMENTS:

Description	Type
Change Order #7	Change Order
Resolution No. 131-R-2014-2015	Resolution



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

April 22, 2015

CHANGE ORDER NO. 7

CITY OF STORM LAKE, IOWA
SANITARY SEWER SYSTEM MITIGATION PROJECT
CONTRACT 4 – LIFT STATIONS

Description

Change Order No. 7 is to compensate the contractor for costs associated with the delay in the construction of Lift Station 2-4. Originally, Lift Station 2-4 was to be constructed in 2014 concurrently with the other lift station improvements in Contract 4. Due to delays in site acquisition the construction of the project is being moved to start in late April 2015.

Change Order No. 7 compensates the contractor for increased costs between 2014 and 2015 construction. The change order compensates the contractor for additional oversight and superintendent related costs. Under the original schedule one superintendent would have overseen the construction of all five of the lift station projects. With construction in 2015 Eriksen Construction Co., Inc. will incur additional superintendent costs as the superintendent cost is not shared between other ongoing projects.

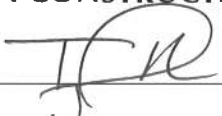
Change Order Costs

1. Additional costs for delayed construction from 2014 to 2015	\$32,256.00
2. Extend completion date from January 29, 2015 to August 1, 2015	<u>\$0.00</u>
TOTAL	\$32,256.00

Financial Summary

Original Contract Amount	\$3,704,400.00
Previously Approved Change Orders	\$96,196.67
Previously Adjusted Contract Price	\$3,800,296.67
This Change Order	\$32,256.00
Adjusted Contract with this Change Order	\$3,832,552.67
Percentage Change this Change Order	0.87%
Accumulative Change, All Change Orders	3.46%

ERIKSEN CONSTRUCTION CO., INC.

By 
Title President
Date 4/28/15

VEENSTRA & KIMM, INC.

By _____
Title _____
Date _____

CITY OF STORM LAKE, IOWA

By _____
Title _____
Date _____

ATTEST:

By _____
Title _____
Date _____

RESOLUTION NO. 131-R-2014-2015

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

To approve Change Order No. 7 to the contract with Eriksen Construction Co., Inc. for the Sanitary Sewer System Mitigation Project – Contract 4 – Lift Stations, to compensate the contractor for costs associated with the delay in the construction of Lift Station 2-4. Due to delays in site acquisition the construction of the project is being moved to start in late April 2015. Change order No. 7 compensates the contractor for increased costs between 2014 and 2015 construction and extends the completion date from January 29, 2015 to August 1, 2015.

Cost of Change Order No. 7 is addition of \$32,256.00 to the contract. Total contract cost after Change Order No. 7 is \$3,832,552.67.

PASSED AND APPROVED this 4th day of May, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

5/4/2015
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: 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 2014. The report provides an opportunity to review the program over several years and note any trends that are emerging.

As was done in 2013, we increased the number of inspections performed to get the program to a balanced number of inspections on an annual basis. Following 2014, 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.

Having the system of the Finance Department responsible for the billing of rental housing fees, the Code Enforcement Officer responsible for setting up inspection appointments and maintaining the inspection information data base, and having the inspection duties shared by the Fire and Building Departments has worked well.

In 2014 our inspectors performed 402 total inspections and had 148 total follow up inspections, or roughly 37%. This was a significant decrease in the required number of re-inspections over 2013 which was approximately 49%.

Another significant improvement was the number of smoke detector violations observed. In 2013, smoke detectors comprised 82% of the violations the inspectors noted. In 2014, this number was reduced to 42%. City Staff has been working hard to educate tenants and landlords about the importance of smoke detectors, and this appears to be paying off.

I would anticipate that this number may be reduced further 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.

We have provided four separate training sessions for the Storm Lake landlords this year and the topics covered landlord safety, presented by the Storm Lake Police Department, energy rebates available for rental property provided by Mid American Energy and Alliant Energy, and a general update by the Building Department.

This program is a success due to the support of the Storm Lake City Council and the interdepartmental cooperation between Administration, Finance, Fire, and the Building Department, as well as the cooperation of the Storm Lake landlords.

FISCAL IMPACT:

The Rental Housing Program received a total of \$14,371 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
 2014 Rental Housing Report	Backup Material

RENTAL HOUSING PROGRAM



2014 ANNUAL REPORT

**Scott Olesen
Building Official**

PROGRAM OVERVIEW

The 2014 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.

Our program has remained a success due to the consistent support of the Storm Lake City Council, the cooperation of the Storm Lake Landlords, and coordination among City Departments. City staff will continue to make improvements to the program and work as a team to provide safe and sanitary housing for our community.

RENTAL REGISTRATION DETAILS

2014 YEAR IN REVIEW

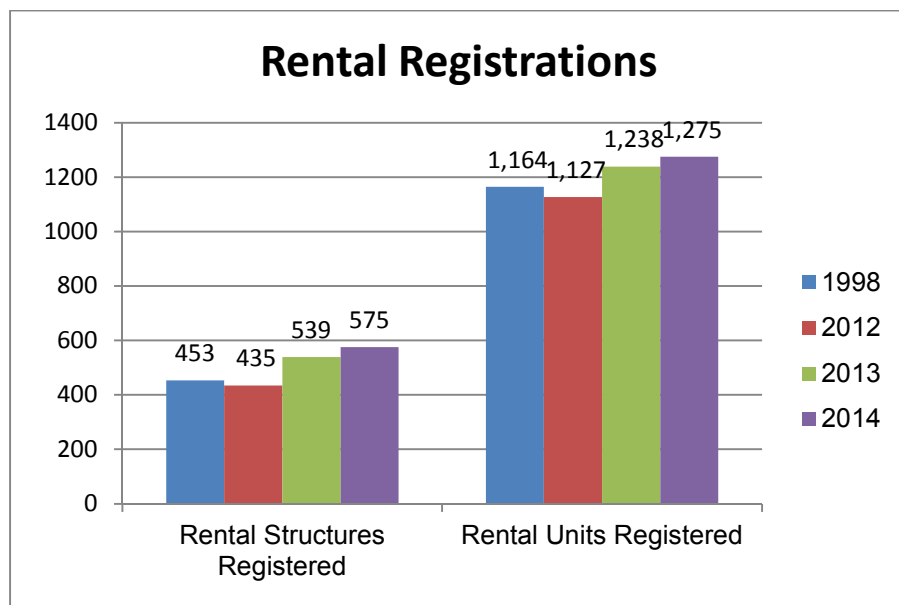
The Finance Department in conjunction with the Building Department registers rental properties and notifies current landlords of the time for renewing their rental registrations and the dates for the annual landlord training. The Finance Department also monitors our data base for rental properties which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

The rental housing program was updated a great deal in 2012 and going into 2015 we continued to improve the process of registration based on the previous years' experience. This year in addition to our standard registration notices we will put a reminder for the landlords in the tidbits flyer and we are also looking at utilizing the IVR system for automatically telephoning landlords to remind them to register their properties.

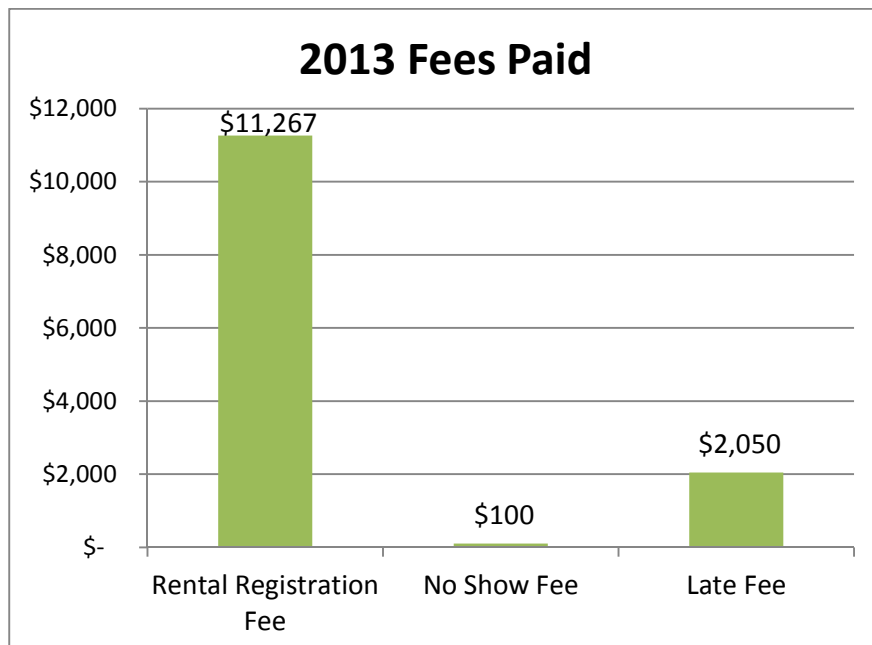
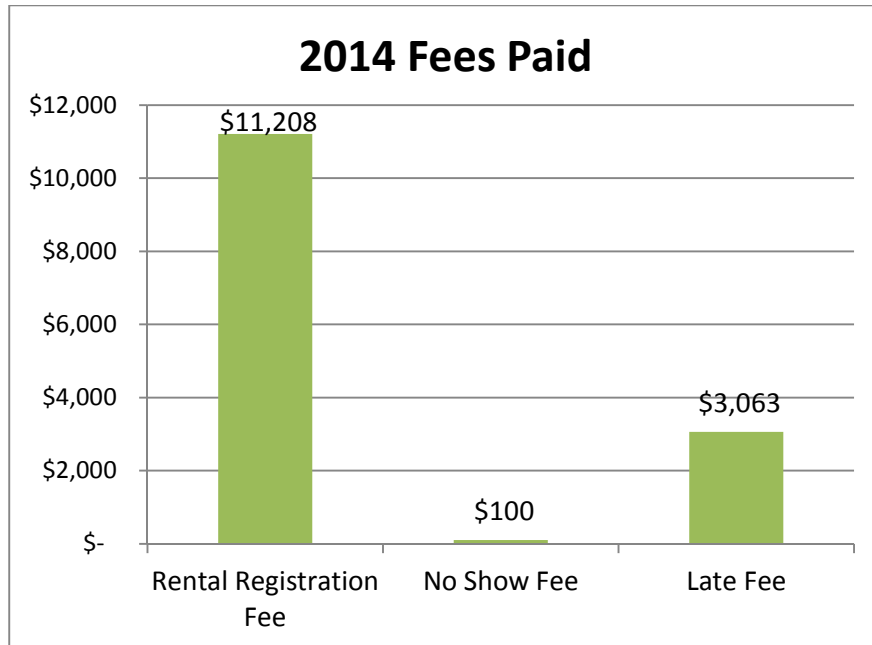


The current schedule of fees is as follows (Note, there is no change in rates from last year):

- 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 6% increase in the number of structures registered and 3% in units registered from 2013 to 2014.





We saw increases in the number of units registered in 2014 due to new property being utilized as rental property 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 six municipal infraction for failure to pay the registrations fees on time. This was an increase over the single municipal infraction which was 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 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 rebates available to Landlords from Mid-American Energy and Alliant Energy, and a presentation by the Storm Lake Police Department regarding Landlord safety.

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. Have coordination meetings between the departments affected by the program, particularly Finance and Building.
2. Continue to schedule the landlord training sessions within a one-week time period.

INSPECTIONS

2014



INSPECTION SUMMARY

The number of inspections our staff performed this year increased dramatically from 2013. Our policy is to inspect units at least once every three years, and we are balancing out the number of inspections per year so they are more evenly spread over the three year cycle. After this inspection cycle we should now maintain a more consistent year to year inspection volume.

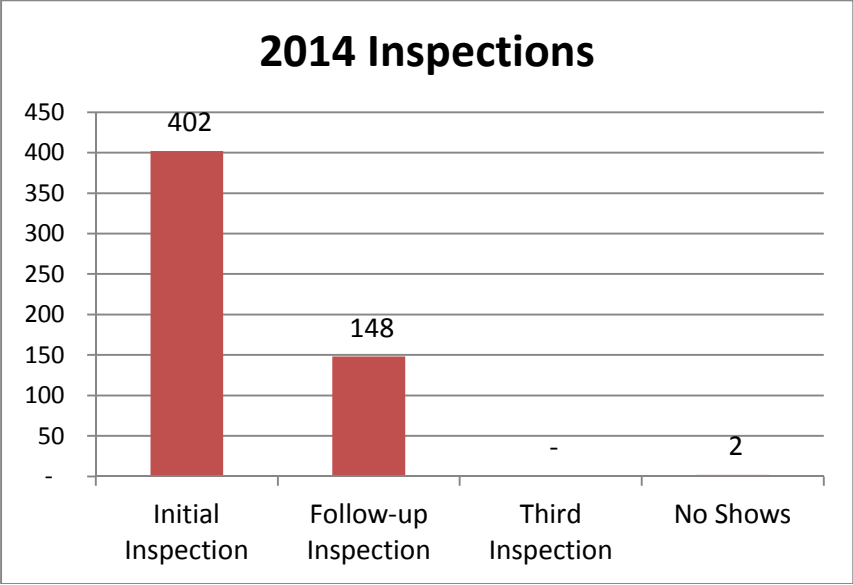
Our annual goal, from year to year, is to reduce the number of violations found in the initial inspection.

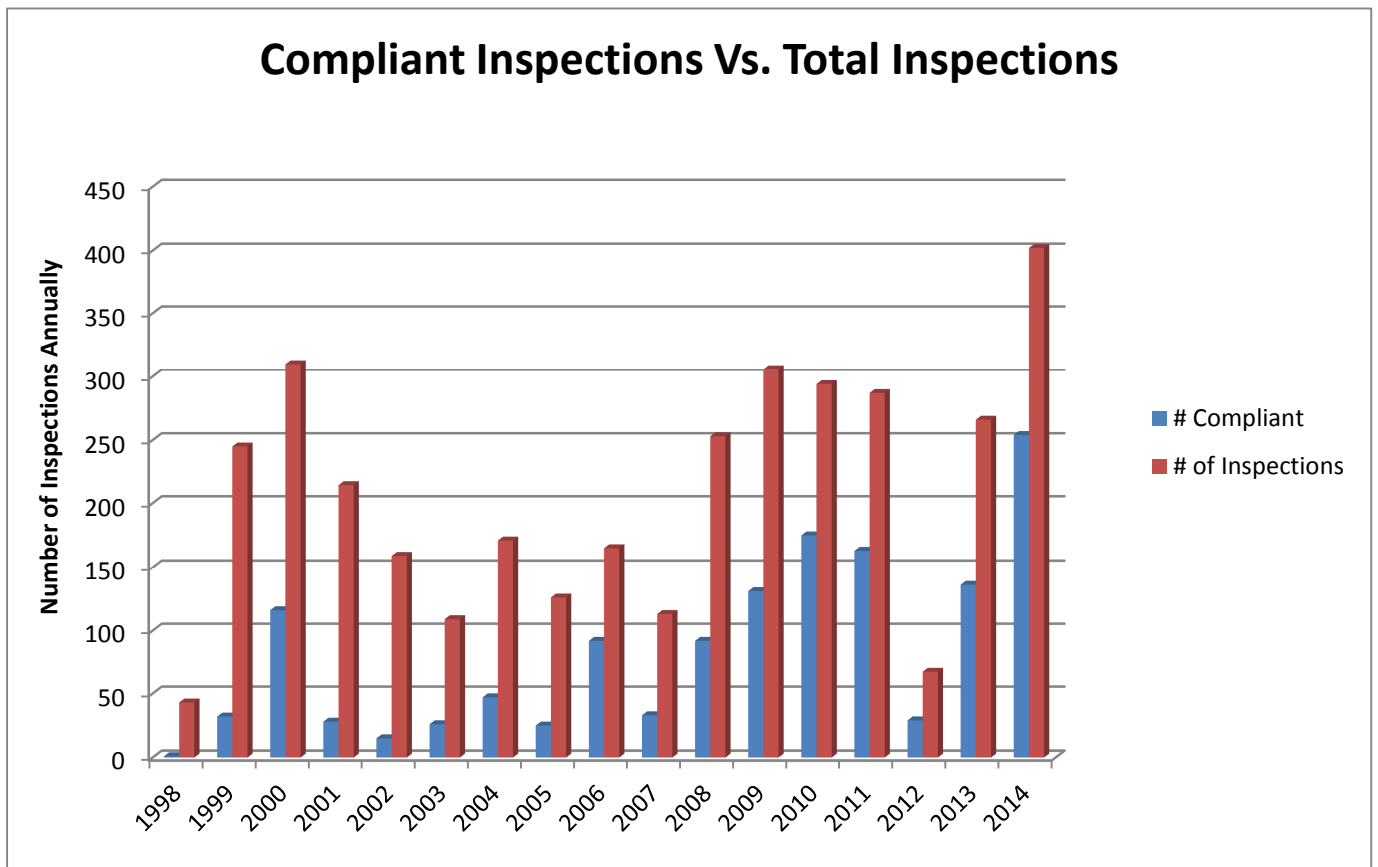
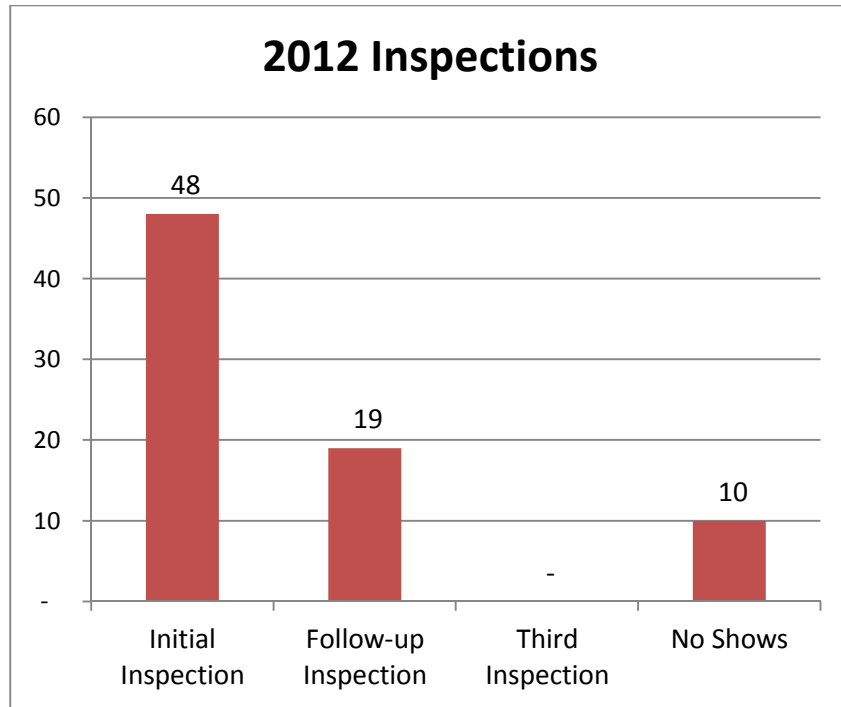
In 2013, our inspectors performed 266 initial inspections and had 130 follow up inspections. Which indicates that we had a 49% level of violations found in the units we inspected.

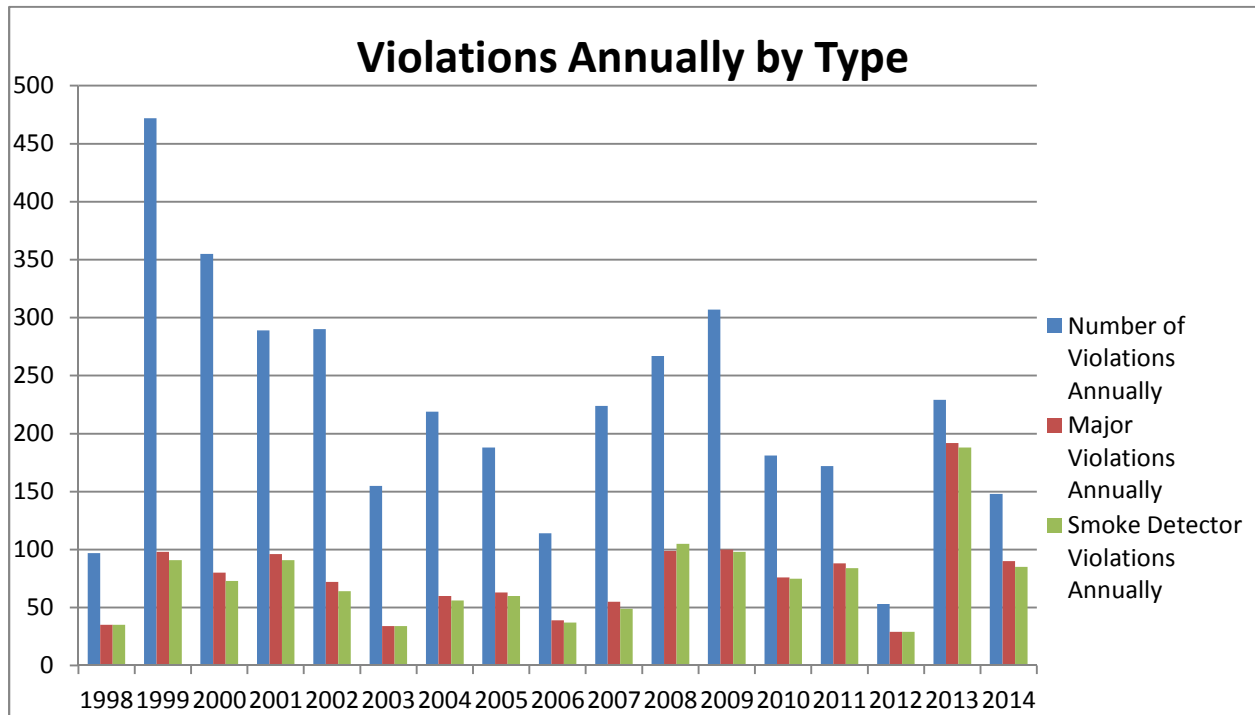
In 2014, our inspectors performed 402 total inspections and had 148 follow up inspections. This indicates that our rate of violations found has fallen to approximately 37% and smoke detector related violations has been reduced from 82% non-compliance in 2013 to 42% in 2014. This is good news and I would anticipate that this rate will continue to move downward during the upcoming cycle since we still are educating landlords on the requirements for smoke detectors by the State Fire Marshall's Office.

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

It is also encouraging that we did not need to perform any inspections a third time and we did not increase the number of no shows from last year, even with the increased overall number of inspections completed.







LESSONS LEARNED

1. Smoke detectors composed 42% of the violations we found which is a significant decline from 2013's 82% non-compliance rate.
2. The amount of no-shows remained the same as 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.

2014

RENTAL HOUSING COMPLAINTS

We received a total of seven complaints regarding rental housing in 2014 compared to eight complaints in 2013, a reduction of approximately 14%.

A summary of the balance of the complaints were as follows:

1. A tenant made a complaint of bedbugs and about the people in the apartment above them getting a cat, which caused the small children run more and create more noise. Both items were civil matters and were not within the scope of the Rental Housing Program.
2. A tenant complained about having water in the basement and that the Landlord does not speak English well. This occurred after a large rain event. Several basements were flooded due to the ground already being saturated. The Landlord advised the Inspector that there was approximately 2 inches of water in the basement and that he would pump it out. The Landlord was cooperative and took care of the problem, and been good to work with in the past.
3. The Inspector received a complaint regarding a collapsing foundation, uneven flooring, and an uneven porch roof that appears to be failing. They also complained of a burning electrical smell. The complaint was filed in June of 2014 subsequent to passing an inspection in April of 2014. The Landlord contacted an electrician who was unable to locate any issues with the electrical system. The porch and it's roof were ok, since it was an older home, the porch was constructed with a slope to allow water to drain, as was common at the time. This also made the roof appear to have issues that were not present. Since it was an older home, the foundation appeared to be in bad shape but was ok.
4. The City received a complaint regarding mold in the basement, and the renters wanted to have someone live in the basement. The Landlord was advised that they could not have anyone live in the basement because there was not proper egress available. The complaint was filed on 9-8-2014 and the rental was inspected on 10-9-2014. There was no mold present. The complainants moved out less than a month after they had moved in.
5. A tenant filed a complaint regarding bugs, roaches, fleas, and ticks. The complained that the toilet smells and a Kitchen pipe was leaking. Additionally, the tenant complained that the furnace was not working. The complaint was filed on 9-17-2014 was subsequently withdrawn

by the same tenant on 9-22-2014. The issue with the furnace was not immediately addressed since the weather was still warm.

6. The Building Department received a complaint about mold in the basement and bathroom. The Inspector contacted the Landlord who subsequently went to the rental unit and sprayed Clorox to remove the mold. The tenant also made a complaint regarding gnats, which the Inspector informed them was a civil matter.
7. The inspector received a complaint of roaches. And was advised by the Inspector that this was a civil matter between him and the landlord.

LESSONS LEARNED

1. Having the rental complaint forms allows us to have enough information to more efficiently serve the public.
2. Even though not all complaints turned out to be valid, there were, at times, other issues at the complainant address that need to be corrected, for example, the instance where a tenant wanted to have people sleeping in an area without a proper egress window.
3. Keeping the complaint forms separate made record keeping much simpler and efficient.
4. 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.

2014 LANDLORD TRAINING

The Building Department provided annual landlord training on April 6th and 7th. Ashley Jared with Iowa Housing Search presented a program to inform the Landlords about a new online, State wide rental listing service, which is free of charge, to the Landlords. This service will provide a means for property owners to effectively market their properties in an effective manner.

Scott Olesen and Mayra Martinez provided an update to the Landlords including a Spanish language session on May 7. 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 2014 was down 42% from the 2013 training session (43 compared to 75) and 59% from the 2012 sessions (43 compared to 105).

Jim Patrick and Scott Olesen worked with the City of Cherokee to provide them with assistance in getting a rental housing inspection program started for their community. The City of Cherokee adopted their own inspection Ordinance in 2014. As a part of our agreement with the City of Cherokee, inspection staff from the City of Cherokee went on several rental inspections in Storm Lake with Bob Swanson and Josh Fevold.

The Cherokee Inspectors learned more about our inspection and scheduling systems and the lessons we have learned over time. As a follow up, Bob Swanson traveled to Cherokee to observe and advise their Inspectors during their initial rental inspections. Bob and Scott Olesen also provided support over the phone for questions that arose in their initial efforts.

Jim Patrick and Scott Olesen have also met with Officials with the City of Sioux Center as they are contemplating implementing their own rental housing inspection program and were looking for the City of Storm Lake's insight on the process.

LESSONS LEARNED

1. We will need to be more proactive in getting the Landlords to return the surveys as they do provide valuable feedback on the program for future sessions. If we can get feedback from the Landlords, we will be better able to serve them.

RECOMMENDATIONS

1. Continue to provide a training session in Spanish.
2. Continue to monitor the turn out for the 2015 session. If the attendance continues to decline, 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.

2014

STAFF TRAINING

- Bob Swanson will receive 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 2014

The Rental Housing program has made significant improvements in the last couple of years. The Administrative Policy, updated forms, and the inclusion of the Finance Department has made the program more efficient and it will be easier to monitor trends.

As stated in other portions of this report, the need will remain for a continued focus on the proper installation of smoke detectors in dwellings by the Landlords as well as education of the tenants as to the importance of smoke detectors to their personal safety. It appears that our work to provide information regarding smoke detectors is starting to pay dividends, we will need to monitor this and see if the increase in compliance continues.

We will provide training for our Landlords and try to cooperatively meet the requirements of the program together. We will make a concerted effort to gain feedback from the training sessions this year to better serve the Landlords needs and provide up to date information to them about our program in future training sessions.

Thanks to the cooperation of our Landlords the implementation and compliance with the Rental Housing Program continues to improve.

The fact that other communities and organizations have sought out the City of Storm Lake for advice, assistance, and training is a testament to the forward thinking approach taken by the City Council and the interdepartmental cooperation that exists and continues to improve this valuable program for the community.