**CITY OF STORM LAKE**
**REGULAR COUNCIL SESSION MEETING,**
**CITY HALL**
**COUNCIL CHAMBERS**
**JULY 1, 2024**
**5:00 PM**

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

# AGENDA

**Access to the official meeting can also be done through the following ways:**

| BY TELEPHONE: | BY COMPUTER: |
|---|---|
| Dial: 1-312-626-6799 or toll-free: 1-888-475-4499<br>Zoom Meeting ID: 933-2006-3301 | https://zoom.us/j/93320063301 |

**Open the Meeting**

- **Call to Order**
- **Pledge of Allegiance**
- **Proclamation**

A. **Consideration of Changes in Agenda and Setting the Agenda**

B. **Disclosure by City Council Members**

C. **Hear the Public**

D. **Consent Agenda**

1. Consent Agenda
2. Resolution No. 01-R-2024-2025 To Approve 2024 Step Up and Run Half Marathon Request
3. Resolution No. 02-R-2024-2025 To Approve The BVU Request Plan For Moving Students In And Out of the Residence Halls for the 2024-2025 Academic Year
4. Motion To Approve An Application Submitted By Storm Lake Apartments, LLC DBA Sunrise Pointe by Kading For Tax Abatement Under The Provisions Of The Amended And Restated Storm Lake Urban Revitalization Plan
5. Buy Local Information
6. SLPD City Code Enforcement Summary

E. Unfinished Business

1. Motion to Approve Renewal Cigarette Permit For The Micronesian Spot

F. **New Business**

1. Motion To Approve Request For Noise Variance For Birthday Party Live Band at 709 Otsego
2. Resolution No. 03-R-2024-2025 Approving And Authorizing A Form Of Loan And

Disbursement Agreement By And Between The City Of Storm Lake, Iowa, And The Iowa Finance Authority, And Authorizing And Providing For The Issuance And Securing The Payment Of $3,630,000 Taxable Water Revenue Capital Loan Notes, Series 2024b, Of The City Of Storm Lake, Iowa, Under The Provisions Of The Code Of Iowa, And Providing For A Method Of Payment Of Said Notes.

3. Resolution No. 04-R-2024-2025 Approving And Authorizing A Form Of Loan And Disbursement Agreement By And Between The City Of Storm Lake, Iowa, And The Iowa Finance Authority, And Authorizing And Providing For The Issuance And Securing The Payment Of $4,258,000 Water Revenue Capital Loan Notes, Series 2024A, Of The City Of Storm Lake, Iowa, Under The Provisions Of The Code Of Iowa, And Providing For A Method Of Payment Of Said Notes And Approving Form Of Tax Exemption Certificate
4. Resolution No. 05-R-2024-2025 Approving Change Order No. 1 of 2024 Memorial Road Street & Utilities Improvements Project
5. Work Session - Discussion of Pigeon Ordinance
6. Work Session - Water Operations
7. Work Session - Trap Neuter and Return
8. City Council Requested Items / City Council Updates

G. **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

**07/01/2024**
**Agenda Item # D.1.**

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

**REPORT TO:** Honorable Mayor & Council

**FROM:** Mayra Martinez City Clerk

**SUBJECT:** **Consent Agenda**

**BACKGROUND:** The Consent Agenda Includes:

- List of Bills
- King's Pointe & Sunrise Pointe Disbursements ,
- Approve June 17, 2024 Regular City Council Minutes
- Approve June 20, 2024 Special City Council Minutes
- Acknowledge the May 2024 Library Minutes
- Acknowledge the May 2024 Airport Minutes
- Approve Renewal Liquor Licenses for Hy-Vee Fast & Fresh, Valentino's Meat Market, and Grand Central Coffee Station
- Approve Renewal Cigarette Permits for Dollar General and Brewsters
- Approve Renewal Airport Commission Application - Jason Dierking - 3 year term
- Approve Renewal Planning & Zoning Board Application - Andriette Wickstrom - 3 year term
- Approve New Board of Adjustment Application - Bob Swanson - 5 year term
- Approve Buy Local Information
- Approve Storm Lake Police Department City Code Enforcement Update

**FISCAL IMPACT:** City Will Pay The Following Expenditures:

- List of Bills: $937,066.72
- King's Pointe & Sunrise Pointe Golf Course Bills: $138,836.41

City Will Receive The Following Receipts:

-

**RECOMMENDATION:** Approve Consent Agenda

**ATTACHMENTS:**

**7./1/2024 City Claims Expense Report.pdf**
**King's Pointe Claims - 7.1.2024 KP 6.13.2024 to 6.26.2024.xlsx**
**King's Pointe Claims - 7.15.2024 KP 6.27.2024 to 7.10.2024.xlsx**
**06/17/2024 City Council Minutes.docx**
**06/20/2024 City Council Special Minutes**
**Airport Minutes May 2024.docx**
**Library Minutes May 2024.docx**
**Airport Commission Application - Jason Dierking - 3 year term.pdf**
**Board of Adjustment Application - Bob Swanson 5 yr term.pdf**
**Renewal Planning and Zoning Application - Andriette Wickstrom - 3 yr term.pdf**
**Hy-Vee Fast & Fresh Liquor Application 2024.pdf**
**Valentina's Meat Market Liquor Application 2024.pdf**
**Grand Central Coffee Station LLC Liquor Application 2024.pdf**
**Brewsters Cigarette Application 2024.pdf**
**Dollar General #1047 Cigarette Application 2024.pdf**

# Buy Local_v1

Storm Lake, IA — Payment Date Range: 06/20/2024 - 07/03/2024

| Vendor Name | Vendor Number | Payable Description | Total Payments |
|---|---|---|---|
| BVC | | | |
| Buena Vista County Recorder | 001549 | June 2024 Recordings | 129.00 |
| Buena Vista County Solid Waste | 001035 | 1st Qtr FY2025 Assessment | 95,855.26 |
| Power Solutions, Inc | 001465 | 2024 Generator Service | 1,460.22 |
| | | **BVC Total:** 97,444.48 | |
| Contract/Agreement | | | |
| Fischer Bros, LLC | 002308 | Pay #9 (Final) of Water Park Repairs 2023 | 88,510.56 |
| I & S Group, Inc | 001103 | Design & Permitting | 25,919.54 |
| Midwestern Mechanical of Iowa, Inc | 001819 | Repair & Replace Equipment | 20,988.70 |
| Reding's Gravel & Excavating Co., Inc | 001132 | Pay #2 of Memorial Street/Utilities | 148,665.52 |
| | | **Contract/Agreement Total:** 284,084.32 | |
| Local | | | |
| A & A Automotive | 001022 | Exhaust Leak Repairs | 371.52 |
| Arnold Motor Supply, LLP | 001007 | Supplies | 740.84 |
| Bomgaars Supply, Inc | 001151 | Supplies | 2,200.26 |
| Buena Vista Regional Medical Center | 001124 | Heartsaver CPR Training Reg (20) | 1,000.00 |
| EC Mechanical | 002475 | Water Line Repairs | 4,015.50 |
| Edwards Storm Lake | 001114 | Service | 230.87 |
| Fareway Stores, Inc | 001535 | Supplies | 444.05 |
| Fastenal Company | 001033 | Supplies | 221.23 |
| Fritcher Abstract | 001492 | Pinnacle Property Abstract Update | 265.00 |
| Graffix Inc | 001187 | Uniforms | 40.00 |
| Graham Tire | 001093 | Tire Repairs | 28.08 |
| Holzhauer Ford Lincoln Storm Lake Inc | 001887 | Services | 70.85 |
| Hy-Vee, Inc | 001152 | Kids Fest Supplies | 206.91 |
| Iowa Office Supply Inc | 001037 | Office Supplies | 52.00 |
| King's Pointe Resort | 001110 | CMAR Supplies | 168.00 |
| L & G Products, Inc | 001099 | Mulch | 2,313.00 |
| MidAmerican Energy Company | 001074 | 91230-94002 Electric Services | 62,638.18 |
| Plumbing & Heating Wholesale, Inc | 001126 | Supplies | 382.69 |
| Rebnord Technologies, Inc | 001091 | Access Points | 63,864.25 |
| Smith Concrete Service Inc | 001134 | Concrete- Kading Trail | 21,146.00 |
| Stanton Electric, Inc | 001264 | Site 102 Recept | 100.75 |
| Storm City Auto Parts, Inc | 001501 | Battery Replacement | 126.44 |
| The Bridge of Storm Lake | 002036 | Supplies | 60.34 |
| Vetter Equipment | 001098 | Carburetor | 81.07 |
| Visual Edge Inc | 001063 | Copier Maintenance Agreement | 446.03 |
| Wiese Plumbing & Heating, Inc | 001302 | RR Repairs | 513.69 |
| | | **Local Total:** 161,727.55 | |
| Non-Local | | | |
| 88 Tactical of Omaha LLC | 002488 | Registration (2)- Chase | 1,790.00 |
| ABC Pest Control, Inc | 001078 | Quarterly Pest Control Service | 438.38 |
| Abdo Publishing Company, Inc | 002121 | Supplies | 131.70 |
| Ace Sign Desplays | 001808 | Pickleball Sign | 240.00 |
| Ahlers & Cooney, P.C. | 001023 | Urban Revit Update | 68.00 |
| BlueTarp Financial, Inc | 001338 | Fan | 207.33 |
| Boji Portable Toilets Inc | 001133 | Portable Toilet Rental | 900.00 |
| Builders Sharpening & Service LLC | 001011 | Drive Belt | 317.61 |
| Carey's Furniture | 002434 | Water Damage- Furniture Replacement | 24,272.86 |
| Central Iowa Distributing, Inc | 001026 | Cleaning Supplies | 1,578.00 |
| Continental Research Corporation | 002277 | Charge Pad | 611.35 |

# Buy Local_v1

| Vendor Name | Vendor Number | Payable Description | | Total Payments |
|---|---|---|---|---|
| Dale Vitito | 001061 | Uniform- Yang | | 411.22 |
| Digital Ally Inc | 001394 | FY2025 Annual Subscription | | 22,536.00 |
| Donald P. Diehl | 001015 | FY2025 Lease & Seeding | | 1,005.00 |
| Eastern Aviation Fuels, Inc | 001030 | Fuel Filters | | 1,551.28 |
| Ed M. Feld Equipment Company, Inc | 001031 | Boots | | 386.99 |
| Education & Outreach Company | 002487 | Kids Fest Supplies | | 450.00 |
| Engel Agri-Sales, Co | 001366 | Carb | | 477.44 |
| Environmental Resource Associates | 001520 | Supplies | | 232.82 |
| Erik E Mosbe | 001318 | Clutch | | 357.60 |
| Fisher Scientific Company, LLC | 001638 | Supplies | | 430.59 |
| Foundation Analytical Laboratory, Inc | 001100 | Testing Services | | 3,837.50 |
| Iowa City/County Management Associati | 001363 | Membership Dues- Derragon & Navratil | | 1,000.00 |
| Iowa Department of Public Safety | 001782 | FY24 IOWA System | | 300.00 |
| Iowa Lakes Regional Water | 001073 | Water Service | | 84.19 |
| James M. Sweeney & Associates, Inc | 001101 | Background Check | | 74.50 |
| Jane D. Standley | 001408 | FY2025 Lease | | 1,000.00 |
| Joshua Beeck | 002472 | Window Cleaning Service | | 45.00 |
| Kasperbauer Cleaners, Inc | 002435 | Entrance Mat Service | | 40.62 |
| Kiesler Police Supply, Inc | 001640 | Ammo | | 5,751.00 |
| Linde Inc | 001111 | Carbon Dioxide | | 3,156.50 |
| Locality Media, Inc | 002181 | Annual Subscription | | 10,530.25 |
| Mid Country Machinery, Inc | 001970 | Bearing | | 2,506.69 |
| Midwest Breathing Air, LLC | 001365 | Quarterly Air Test | | 674.91 |
| Midwest Tape, LLC | 001275 | DVDs | | 18.74 |
| Mississippi Lime Company | 001095 | Lime | | 28,268.57 |
| Municipal Supply, Inc | 001391 | FY2025 SA & RNI Subscription | | 30,697.09 |
| National Tactical Officers Association | 001930 | Ambush Tactics Reg (2) | | 1,425.00 |
| NW Iowa Planning & Development Comn | 001102 | FY2025 Dues | | 7,324.85 |
| P.Q.L., Inc. | 001828 | Downtown Lights (Materials) | | 20,519.00 |
| Sirchie Acquisition Company, LLC | 001437 | Supplies | | 80.80 |
| Twin Rivers Media, LLC | 001148 | Advertising | | 1,000.00 |
| Tyler Technologies, Inc | 001084 | Annual Subscription | | 38,352.43 |
| UPS | 001121 | Shipping | | 35.36 |
| Vermeer Sales & Service, Inc | 001392 | Belt Replacement | | 1,361.52 |
| W. W. Grainger, Inc | 001085 | Kading Trail - Brick & Supplies | | 2,249.66 |
| WesTech Engineering, Inc | 001656 | Sprocket Installation | | 7,358.00 |
| | | **Non-Local Total:** | 226,086.35 | |
| Payroll/Refunds | | | | |
| Jaden James Henrichs | 002490 | CDL Reimbursement | | 12.00 |
| | | **Payroll/Refunds Total:** | 12.00 | |
| | | **Grand Total:** | 769,354.70 | |

# King's Pointe Resort

## Claims Publication

From 6/13/2024 to 6/26/2024

| Vendor | Description | Amount |
|---|---|---|
| King's Pointe Payroll- 6/13/2024 | Payroll | $ 138,835.41 |
| | | **$ 138,835.41** |

# King's Pointe Resort

## Claims Publication

From 6/27/2024 to 7/10/2024

| Vendor | Description | Amount |
|---|---|---|
| King's Pointe Payroll- 6/26/2024 | Payroll | $ 1.00 |
| | | **$ 1.00** |

**CITY OF STORM LAKE REGULAR MEETING, CITY HALL COUNCIL CHAMBERS JUNE 17, 2024, 5:00 PM**

Present: Mayor Michael Porsch, Council Members Maggie Martinez, Matt Ricklefs, Maria Ramos, Kevin McKinney and Meg McKeon. Absent: None.

Also Present: City Manager Keri Navratil, Assistant City Manager David Derragon, Police Chief Chris Cole, Fire Chief Glenn Schlesser, King's Pointe Manager Amy VonBank, Building and Code Compliance Director Scott Olesen, Development Services Specialist Lee Dutfield, Communications Coordinator Dana Larsen, Public Services Supervisor Scott Bonebrake, Assistant Public Services Supervisor Brandon Ripke, Public Works Supervisor Kolby Struchen, Wastewater Supervisor Jorge Tarin, Library Director Elizabeth Huff, Finance Director Brian Oakleaf, Staff Accountant Tyler Gibbins, and City Clerk Mayra Martinez.

Media Present: Ryan Thompson with KAYL and Allison Moore with the Storm Lake Times Pilot.

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

**Pledge of Allegiance**

**Agenda -** Moved by Council Member McKinney to pull the PFLAG grant agreement from the Consent agenda to the regular agenda. Moved by Council Member Martinez to approve setting the agenda with the change of moving the PFLAG grant agreement from the Consent agenda to the Regular agenda. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

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

**Hear the Public** - Andriette Wickstrom from 909 West 5th Street informed City Council, staff and the public about the current exhibit by Gordon Linge displayed at the Witter Gallery. Gordon grew up in Storm Lake and was involved with Santa's Castle, was the first Witter Gallery director and was involved with the Historical Society when he lived here. Andriette highly advises to stop in and view the exhibit at Witter Gallery and Gordon will be at the Witter Gallery on July 27th to meet the public.

Mayor Porsch received a thank you note from Lilly and Marie McDonald who thanked the City for Kid's Fest and the fun things they got to do that day and they were happy to be a part it.

**Consent Agenda** –Moved by Council Member McKeon to approve the consent agenda, approve List of Bills Check #'s 81502 through 81576, EFT #'s 1406, and #5299 through 5358, DFT #'s 2258 through 2281, King's Pointe & Sunrise Pointe Disbursements, approve June 3, 2024, regular Council minutes, approve renewal liquor licenses for Tienda El Mexicano and Sofie's Bakery dba Delicias Bakery, to pull The Micronesian Spot renewal cigarette application, approve renewal cigarette applications for Sichanh Inc, May Flower Asian Grocery, Hope & Unity Grocery Store LLC, From Earth Wellness, Casey's Store #3679, Walgreens Store 11330, Central Mart/Al's Liquor, Royal Investments/Brew #8, Brew Oil #33, Walmart #1526, acknowledge and approve the Civil Service June 13, 2024 minutes and Civil Service Eligibility List, approve renewal band trustee board application for Dennis Freking – 3 year term, approve renewal Airport Commission Board application for Nathaniel Kitzrow – 3 year term, approve renewal Civil Service Board application foe Dan Richardson – 4 year term, Approve Storm Lake High School Homecoming parade request, approve the 2025 SALUD grant agreement, adopt Resolution No. 61-R-2023-224 authorizing inter-fund transfers and adjustments, approve Buy Local Information, approve Storm Lake Police Department City Code Enforcement Update with the request to pull the Micronesian Spot cigarette application due to the inaccuracies on the application.  Seconded by Council Member Martinez.  Roll call vote: All ayes.  Motion carried.

**Unfinished Business –** No items at this time.

**New Business**

**FY2025 PFLAG Grant Agreement** – Moved by Council Member Ramos to approve the FY2025 PFLAG grant agreement.  Seconded by Council Member McKeon.  Vote: Ayes Votes: by Council Members McKeon, Ramos, and Ricklefs.  Nay Votes: Council Member McKinney.  Abstention Votes: Council Member Martinez.  Motion carried.

**2024 Downtown Assessment Report -** Moved by Council Member Ricklefs to adopt the Iowa Economic Development Authority Downtown Resource Center's 2024 Downtown assessment report for the City of Storm Lake.  Seconded by Council Member Ramos.  Vote: All ayes.  Motion carried.

**Downtown Signage Ad Hoc Committee -** Moved by Council Member Martinez to adopt Resolution No. 62-R-2023-2024 establishing a Downtown signage ad-hoc committee.  Seconded by Council Member McKeon.  Roll call vote: All ayes.  Motion carried.

**RESOLUTION NO. 62-R-2023-2024**

**A RESOLUTION ESTABLISHING DOWNTOWN SIGNAGE AD HOC COMMITTEE**

WHEREAS, the downtown is a vital community resource for those who live and work in Storm Lake; and

WHEREAS, the City, with significant public input, completed a Downtown Master Plan in 2023; and

WHEREAS, the Iowa Downtown Resource Center recently completed a Downtown Assessment through an extensive, in-depth three-day process; and

WHEREAS, the City Council recognizes that a sign is an integral part of the cityscape and, as such, can detract from or enhance the City's image and character; and

WHEREAS, the City Council promotes aesthetic signing and graphic design that enhances the architectural or historic quality of a building and historic nature of the cityscape ; and

WHEREAS, the Council finds that a new Downtown Signage Ad Hoc Committee should be established that will work to improve design and communication on appropriate signage in the Central Business District.

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

1. The Council hereby creates the nine-member Downtown Signage Ad Hoc Committee with six members from the Central Business District and three members from the public at large.

2. The Downtown Ad Hoc Committee will meet in public periodically on a schedule set by the Committee and will report findings and recommendations directly to the Mayor and City Council.

3. The Council hereby sets the time frame for the Ad Hoc Committee from date of approval of this Resolution to December 31, 2024.

Dated this date: June 17, 2024

______________________________
Michael Porsch, Mayor

ATTEST:

_____________________________________
Mayra A. Martine, City Clerk

**Scout Park and Ice House Lift Station Project -** Moved by Council Member Ricklefs to adopt Resolution No. 63-R-2023-2024 setting the Public Hearing for the Scout Park and Ice House lift station project plans, specifications, and form of contract. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

**RESOLUTION NO. 63-R-2023-2024**

**A RESOLUTION SETTING THE TIME AND PLACE FOR A PUBLIC HEARING TO APPROVE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ENGINEERS ESTIMATE OF COST AND SET A DATE FOR BID LETTING FOR THE STORM LAKE-WASTEWATER INFRASTRUCTURE MITIGATION PROJECT**

WHEREAS, the City Council of the City of Storm Lake has undertaken a public improvement project for a Storm Lake-Wastewater Infrastructure Mitigation Project; and

WHEREAS, the engineer on the project has developed plans, specifications, and form of contract for the proposed project that are now on file with the City Clerk; and

WHEREAS, the City Council wishes to conduct a public hearing concerning the plans, specifications, form of contract, and engineers estimate of cost and set bid letting date for the project.

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

SECTION 1. That a public hearing date and time is hereby established to review the plans, specifications, form of contract, and engineers estimate of cost for Monday, August 5, 2024, at 5:00 p.m. in the City Hall Council Chambers at 620 Erie Street, Storm Lake, Iowa for the purposes of reviewing and taking public input on the plans, specifications, and form of contractor for the proposed project.

SECTION 2. Setting the bid letting date for Tuesday, July 23, 2024, due before 2:00 pm, for the Storm Lake-Wastewater Infrastructure Mitigation Project

BE IT FURTHER RESOLVED, that the City Clerk be directed to publish notice of said public hearing in the City's official newspaper no less than four days before and not more than 20 days prior to the hearing date and bid letting no less than 13 days before and no more than 45 days before the bid letting.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE THIS 17th DAY OF JUNE 2024.

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA

______________________________
Michael Porsch, Mayor

ATTEST

______________________________
Mayra A. Martinez, City Clerk

**New Production Well No. 22 Project -** Moved by Council Member Martinez to adopt Resolution No 64-R-2023-2024 ordering construction of the Storm Lake Well No. 22, and fixing a date for hearing thereon and taking of bids therefor. Seconded by Council Member Ricklefs. Roll call vote: All ayes. Motion carried.

**RESOLUTION NO. 64-R-2023-2024**

**RESOLUTION SETTING THE TIME, DATE, AND LOCATION FOR A PUBLIC HEARING ON THE PLANS, SPECIFICATIONS, AND FORM OF CONTRACT FOR THE PRODUCTION WELL NO. 22 PROJECT**

WHEREAS, the City of Storm Lake, Iowa has heretofore granted preliminary approval of the plans, specifications, form of contract, and preliminary cost estimate for the proposed Production Well No. 22 Project; and

WHEREAS, the proposed project is to be constructed and paid for utilizing funds legally available and appropriated for that purpose; and

WHEREAS, the Code of Iowa requires that the City hold a public hearing to seek out and obtain community input on the plans, specifications, form of contract, and cost estimate for the project.

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

SECTION 1. On Monday, July 1, 2024, at 5:00 p.m. in the City Council Chambers located in City Hall, 620 Erie Street, Storm Lake, Iowa, that the Council shall hold a public hearing on the plans, specifications, form of contract, and cost estimate for this project.

SECTION 2. That the City Clerk hereby is directed by the City Council to give notice of the public hearing by publication of the official public hearing notice in the City's official newspaper, at least one time not less than four days nor more than 20 days prior to the date of the public hearing. The notice shall be in the form attached to and hereby may a part of this resolution.

PASSED, APPROVED, AND ADOPTED THIS 17TH DAY OR JUNE, 2024 BY THE CITY OF STORM LAKE, IOWA.

________________________________
Michael Porsch, Mayor

ATTEST

____________________________________
Mayra A. Martinez, City Clerk

**Water Revenue Capital Loan Notes Not To Exceed $8,000,000 -** Mayor Porsch opened the public hearing on the authorization of a loan agreement and the issuance of notes to evidence the obligation of the City thereunder stating this was the time and place for any comments. Hearing no comments and no objections received from the Public or City Council to this public hearing, Mayor Porsch closed the public hearing.

Moved by Council Member Ricklefs to adopt Resolution No. 65-R-2023-2024 initiating proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of not to exceed $8,000,000 Water Revenue capital loan notes. Seconded by Council Member Martinez. Roll call vote: All ayes. Motion carried.

**RESOLUTION NO. 65-R-2023-2024**

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $8,000,000 WATER REVENUE CAPITAL LOAN NOTES**

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed $8,000,000 Water Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, for the purpose of paying costs of the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility System, including those costs associated with the construction of elevated water tower no. 5, and has considered the extent of objections received from residents or property owners as to said proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this Council does hereby institute proceedings and takes additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed $8,000,000 Water Revenue Capital Loan Notes for the foregoing purpose.

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

Section 3. That the Clerk, with the assistance of the City Attorney and bond counsel, is hereby authorized and directed to proceed with the preparation of such documents and proceedings as shall be necessary to authorize the City's participation in the DWSRF Loan Program, to select a suitable date for final Council authorization of the required Loan and Disbursement Agreement and issuance of the Note to evidence the City's obligations thereunder, and to take such other actions as the Clerk shall deem necessary to permit the completion of a loan on a basis favorable to the City and acceptable to this Council.

Section 4. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that water fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above loan agreement. The amounts so advanced shall be reimbursed from the proceeds of the Loan Agreement not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the loan amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 17th day of June, 2024.

___________________________________
Michael Porsch, Mayor

ATTEST:

___________________________________
Mayra A. Martinez, City Clerk

**Storm Lake United -** Moved by Council Member McKinney to approve funding in the amount of $15,000.00 to Storm Lake United for promotion of non-retail-oriented events. With the $35,000 membership approved in the FY2025 budget, the total approved is $50,000. Seconded by Council Member Ricklefs. Vote: All ayes. Motion carried

**Lake Animal Hospital Veterinary Services** - Moved by Council Member McKeon to approve an agreement with the Lake Animal Hospital for veterinary services. Seconded by Council Member Ramos. Vote: All ayes. Motion carried

**After-hours Businesses That Permit Alcohol Consumption Ordinance** - Moved by Council Member Ricklefs to adopt on third reading Ordinance No. 04-R-2023-2024 for a City ordinance establishing regulations for after-hours businesses that permit alcohol consumption beyond 2 a.m. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

**ORDINANCE NO. 04-2023-2024**

**AN ORDINANCE AMENDING TITLE IV OF THE STORM LAKE, IOWA CITY CODE BY ADDING NEW CHAPTER 4-11 REGULATING AFTER HOURS BUSINESSES**

4-11-1: PURPOSE; FINDINGS:
The purpose of this chapter is to provide for the reasonable regulation of existing After Hours businesses within the city of Storm Lake. The city council finds that the existence of After Hours businesses, which allow the on-premises consumption of alcohol during early morning hours, in the city of Storm Lake has caused detrimental effects on the health, safety, welfare, and quality of life of residents, and visitors. Based on these findings and intentions, the city council has enacted the following regulations for After Hours businesses in the city of Storm Lake.

4-11-2: DEFINITIONS
AFTER HOURS BUSINESS. Any business open during any time between the hours of 2:00 a.m. to 6:00 a.m. any day of the week and where patrons are allowed to bring their own beer and wine onto the business premises. The term does not include events at hotels or motels or spontaneous social gatherings on residential properties.

APPLICANT. Any person, as defined by this Ordinance, applying for a license to operate an After Hours business.

BUSINESS PREMISES OR LICENSED PREMISES. All buildings and properties including parking lots owned or leased for the benefit of the operation of the after hours business.

HOTEL or MOTEL. Any building or structure, equipped, used, advertised as, or held out to the public to be an inn, hotel, motel, motor inn, or place where regular sleeping accommodations are furnished transient guests for hire, which is licensed by the Iowa Department of Inspections and Appeals.

PERSON. Any individual, association, partnership, corporation, club, or other legal entity.

4-11-3: LICENSE REQUIRED

(A) No person shall operate an After Hours business in the city without first applying for and paying the license fee to procure an After Hours business license.

(B) This Ordinance shall not apply to hotels or motels.
(C) A license to conduct an After Hours business may be issued by the City Clerk to a person who meets all requirements and conditions set forth in this Ordinance.

4-11-4: APPLICATION REQUIREMENTS

A person shall apply to the City Clerk for an original or renewal After Hours business license at least sixty (60) days prior to the date the person plans to begin operating an After Hours business.

The applicant shall provide information required by this Section upon a form to be provided by the City Clerk along with the documents specified below and payment of the application fee in the amount set in the Schedule of Fees adopted by the City Council.

A. The Applicant's full legal name, and any other names used by the Applicant in the preceding five (5) years.
B. The Applicant's current mailing address.
C. Proof of the Individual's age completing the application on behalf of the Applicant. No Person under the age of twenty-one (21) years shall be eligible for a license.
D. The business name, mailing address, location (if different from the mailing address), and phone number.
E. The name and business address of the Applicant's registered agent (if applicable).
F. A statement as to whether the Individual has ever had a license for an After Hours Business, or its equivalent as defined in this Ordinance, denied, revoked, or suspended in any other city, county, or state, and if so, the date(s) and jurisdiction(s) of the denial, revocation, or suspension.
G. A statement as to whether the Applicant has ever owned a business that operated after hours that has been declared by a court of law to be a nuisance or was closed by order of a court of law.
H. Personal injury coverage in the amount of $1 million.
I. General liability insurance in the amount of $2 million.
J. A copy of the Sales Tax Permit for the proposed business, from the Iowa Department of Revenue.
K. Applicant shall provide a written consent for the City to conduct a background check on each Person who signed the application.
L. Applicant shall provide a written consent for members of the Storm Lake Fire and Police Departments to enter the business premises without warrant at any time to inspect for violations of the provisions of state law and City ordinances, including, but not limited to, compliance with the laws of this Ordinance, Iowa Code chapter 123 alcoholic beverages licensing laws, and other applicable fire, building, and health code regulations.

After an Application is received, the City Clerk shall determine whether the application is complete. The City Clerk shall transmit the application to the Fire Department and Building Code Enforcement to conduct an inspection of the premises with the owner's cooperation. The Applicant shall permit the City's Fire Department and Building Code Compliance officers to enter and examine the premises to confirm compliance with City Code standards. The City Clerk shall also forward the Application to the Police Chief to conduct its review.

The Applicant shall immediately supplement any information provided in the application if any changes, errors, or omissions would cause the original application to be false or incomplete. This obligation to supplement continues after a license is issued.

4-11-5 POLICE DEPARTMENT REVIEW. Each application for an original or renewal After Hours Business license shall be provided to the Police Chief for review. Upon receipt, the Police Chief, or designee, shall conduct a background check and an investigation as to the truth of the facts averred in the application documents. The Police Chief or designee shall forward the results to the City Clerk along with a recommendation for approval or disapproval. No approval of the license may occur until the City Clerk has received the results of the investigation.

4-11-6 LICENSE ISSUANCE
The City Clerk shall issue a license under the following conditions:

A. The application is complete and all information and documents required in section 4-11-3 have been provided.

B. The application fee is paid.
C. The Police Chief or designee has recommended approval.
D. The premises for which an after hours business license is sought must be located within an area where such business is permitted and conforms to City zoning requirements.
E. The premises for which an after hours business license is sought meets all appliable laws, ordinances, resolutions, and health and fire regulations.
F. No license shall be approved for any Applicant that has previously had a liquor license revoked or suspended for any reason within one (1) year of the date of application for After Hours business license.
G. No license shall be approved for a period of one (1) year from the date on which any Applicant has had any premises or business found to be a nuisance under Chapter 8-1.
H. No license shall be approved to any applicant who:
    a. Within one (1) year of the date of application, has violated the state alcoholic beverages laws and regulations for which corrective action has been taken, including suspension or revocation of liquor licenses;
    b. Within five (5) years of the date of application, has been convicted of crimes relating to illegal drug use, possession or sale;
    c. Within five (5) years of the date of application, has been convicted of a felony or serious misdemeanor.
    d. Within one (1) year of the date of application, has had an After Hours business license or renewal license revoked, suspended, or denied.

These requirements apply to all of the following:
    a. Each of the officers, directors and partners of the person;
    b. Tenants operating the premises on behalf of the Applicant;
    c. A person who directly or indirectly owns or controls 10% or more of any class of stock of the person;
    d. A person who directly or indirectly has an interest of 10% or more in the ownership or profits of the person.

4-11-7 RENEWAL.

A. A license shall remain valid for a period of one (1) year from the date of issuance, unless the license has otherwise been suspended or revoked. A license may be renewed only by making application as provided in this Ordinance and paying the applicable renewal fee.
B. An application for renewal shall be filed at least ninety (90) days before the expiration date.
C. Renewal license applications are evaluated and granted upon the same standards, conditions, and requirements as original applications.
D. After Hours Business licenses are not transferrable.

4-11-8 GROUNDS FOR REVOCATION, SUSPENSION, OR CIVIL PENALTY.

A. An After Hours Business licensee may be required to pay a civil penalty and/or have the license suspended for a period not to exceed one year, or revoked, for violations of this Ordinance.
B. Upon complaint or a reasonable suspicion that there are grounds for revocation or suspension, the City Manager may cause the matter to be investigated. If the city Manager finds that a violation has occurred, the City Manager shall give notice to the licensee of intent to suspend or revoke the license.

C. Notice of the City's intent to suspend, revoke, or deny renewal of a license shall be served upon the licensee by personal service or by certified mail, return receipt requested. The suspension or revocation shall become effective seven (7) days after notice is served or mailed, unless an appeal is timely filed.

D. Grounds for suspension, revocation, or civil penalty, are as follows:
   a. Misrepresentation of any material fact in the license application by the applicant/licensee or their respective employees or agents;
   b. Violation of any provision of state law or city ordinance pertaining to the operation of the business by the licensee or their employees or agents;
   c. Failure to pass any health, fire, or safety code inspections;
   d. Any change in ownership or interest in the business which was not previously reported and approved by the City;
   e. Any event which would have resulted in disqualification from approval of license when originally issued or renewed; or
   f. Any sale or other purported transfer of the license.

4-11-9 APPEAL. Any applicant or licensee aggrieved by the refusal of the City Clerk to Issue or renew a license, or by suspension or revocation of a license by the City Manager, has the right to appeal the decision to the City Council of the City of Storm Lake, Iowa. Such appeal shall be requested by submitting a written request to the City Clerk within ten (10) days of the action which is appealed. The City Council shall consider the appeal at the first regularly scheduled meeting following the filing of the appeal before which meeting sufficient time exists to give the public the required notice of the existence of the appeal hearing on the agenda. At the appeal hearing, the appellant shall be entitled to present their appeal orally or in writing. The City Council shall act on the appeal within twenty-one (21) days of the hearing and shall either uphold or reverse the action of the City Clerk or City Manager, and direct any further action from staff as is necessary to implement the order.

4-11-10 EFFECT OF REVOCATION

A. Any licensee whose license is revoked shall not thereafter be permitted to hold a license in the city for a period of one (1) year from the date of revocation.
B. A spouse or business associate holding 10% or more of the capital stock or ownership interest in the business of a person whose license has been revoked shall not be issued a license and no license shall be issued which covers any business s in which the person ahs a financial interest for a period of two years form the date of revocation.
C. If a license is revoked, the premises covered by the license shall not be re-licensed as an after hours business for one year from the date of revocation.

4-11-11 MUNICIPAL INFRACTION. A violation of any provision of this Chapter shall constitute a Municipal Infraction subject to the penalties and alternative relief authorized by Title I, Chapter 20 of this Code and by Section 364.22 of the Code of Iowa.

4-11-12 APPLICATION TO EXISTING BUSINESSES

All businesses meeting the definition of After Hours Business herein as of the effective date of this Ordinance are granted a temporary license to continue operation for a period of one-hundred and eighty (180) days following the Ordinance's effective date. All After Hours Businesses shall be subject to the requirements of this Ordinance following expiration of the temporary license period.

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

Section 3. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. This ordinance shall be in effect following its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 17th day of June, 2024.

______________________________
Michael Porsch, Mayor

ATTEST:

______________________________
Mayra A. Martinez, City Clerk

Read First Time: _May 20, 2024_
Read Second Time: _June 3 ,2024
Read Third Time: _June 17, 2024

PASSED AND APPROVED JUNE 17, 2024.

______________________________
Michael Porsch, Mayor

ATTEST:

______________________________
Mayra A. Martinez, City Clerk

I, Mayra A. Martinez, City Clerk of the City of Storm Lake, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. 04-O-2023-2024 passed and approved by the City Council of the City at a meeting held June 17, 2024, signed by the Mayor on June 17, 2024, and published in the Storm Lake Times Pilot on June 28, 2024.

______________________________
Mayra A. Martinez, City Clerk
City of Storm Lake, State of Iowa

**Lake Monitoring Equipment -** Moved by Council Member Martinez to approve funding not to exceed $5,000.00 for the Lake Monitoring Equipment. The DNR will provide the cost of the maintenance of the equipment. Seconded by Council Member McKinney. Vote: All ayes. Motion carried.

**Work Session to review City Code Sections 8.3 Dogs, 8.4 Cats, and 8.9 Dangerous and Vicious Animals -** City Council opened the work session at 5:54 pm to review and discuss recommended

changes to City Code Sections 8.3 Dogs, 8.4 Cats and 8.9 Dangerous and Vicious Animals with City Attorney Maria Brownell. City Attorney Brownell will revise the Codes accordingly and will present the revisions at the next City Council meeting. The session closed at 6:34 pm.
City Council Session
Council Member Ramos left the meeting at 6:32 pm.

**Work Session - Infrastructure Maintenance** – City Council opened the work session at 6:40 pm and Public Works Supervisor Scott Bonebrake presented the history, practices, and future needs of the City infrastructure maintenance. Assistant City Manager David Derragon reviewed past funding and current funding needs for City Infrastructure maintenance. Josh Pope with Bolton and Menk reviewed the Infrastructure management plan that the company developed for the City. The work session closed at 7:12 pm.

**City Council Requested Items / City Council Updates –** No items at this time**.**

**Adjourn** - Moved by Council Member McKinney to adjourn at 7:13 pm. Seconded by Council Member McKeon. Vote: All ayes with Council Member Ramos absent. Motion carried.

______________________________
Michael Porsch, Mayor

ATTEST:

_________________________________
Mayra A. Martinez, City Clerk

**CITY OF STORM LAKE SPECIAL COUNCIL MEETING, KING'S POINTE RESORT 1520 E LAKESHORE DRIVE, JUNE 20, 2024, 5:30 PM**

Present: Mayor Michael Porsch, Council Members Kevin McKinney, Meg McKeon and Maggie Martinez. Absent: Council Members Matt Ricklefs and Maria Ramos.

Also Present: City Manager Keri Navratil, Assistant City Manager David Derragon, Finance Director Brian Oakleaf, Building and Code Compliance Director Scott Olesen, Public Works Director Matt Beckman, Development Services Specialist Lee Dutfield, Communications Coordinator Dana Larsen, and City Clerk Mayra Martinez.

Meeting opened at 5:30 pm.

**Northwest Iowa League of Cities Meeting -** The Storm Lake City Council and City staff attended the Northwest Iowa League of Cities meeting held at King's Pointe Resort.

**Adjourn –** The Northwest Iowa League of Cities meeting adjourned at 7:17 pm.

______________________________
Michael Porsch, Mayor

ATTEST:

______________________________
Mayra A. Martinez, City Clerk

**Storm Lake Airport Commission**
**Regular Meeting, Airport Terminal**
**Monday, May 13, 2024, 4:00 PM**

Present: Commission Members Bob Ansorge, Nathaniel Kitzrow, Gary Worthan and Cynthia Turner. Absent: Commission Member Jason Dierking.

Staff Present: Tyler Gibbins and Joe Roenfeldt with Bolton & Menk (via phone).

Chairman Bob Ansorge called the meeting to order at 4:00 pm.

**Minutes** - Moved by Commissioner Worthan to approve the April 8, 2024, minutes. Seconded by Commissioner Kitzrow. Vote: All ayes with Commissioner Dierking absent. Motion carried.

**Financial Report** - Moved by Commissioner Turner to approve the April 2024 financial report. Seconded by Commissioner Kitzrow. Vote: All ayes with Commissioner Dierking absent. Motion carried.

**Fuel Report** - Moved by Commissioner Kitzrow to approve the April 2024 Fuel Report. Seconded by Commissioner Worthan. Vote: All ayes with Commissioner Dierking absent. Motion carried.

**Airport Manager's Monthly Report** - Received and posted RC Club insurance policy on the bulletin board. The new rotating beacon was installed and is working. We hosted a student from Alta/Aurelia school for job shadowing.

Courtesy Car Usage: 6 Miles: 103
Fuel Meter Reading: Jet A – 716,556 (probe #2 is out stick reads 39.5 inches 4,151 gallons)
AV Gas – 164,905.5

**Administration Report May 2024**

**Runway 17/35 Lighting Project Update -** The beacon light has been replaced and is functional. The edge lighting construction is scheduled to begin June 17th. Notification letters will be sent to hangar tenants in advance of the project.

**Airport Security –**

- Discuss the current airport security measures and future plans.
- The Commission directed BFS to check the mobility of the gate and begin utilizing the gate on a daily basis.
- Future plans are to include and further discuss options of a motorized gate system with tracking ability.
- Update lease agreements for responsibility.

**Adjourn** - Moved by Commissioner Kitzrow to adjourn at 4:37 pm. Seconded by Commissioner Worthan. Vote: All ayes with Commissioner Dierking absent. Motion carried.

Mayra Martinez, City Clerk

Storm Lake Public Library
Storm Lake, IA 50588
712-732-8026
www.stormlake.lib.ia.us
Or visit us on Facebook

Library Board Meeting, City of Storm Lake, May 13, 2024, 4:00 p.m.

Present: Board President Mary Kay Hudspeth, Jim Eliason, Sarah Freking, and Board Treasurer Brian Oakleaf. Also present, Elizabeth Huff, Library Director and Julie Steinfeld, Witter Board President.

Board President Hudspeth called the meeting to order at 4:00 p.m.

**Disclosures by Board Members** - None

**Agenda Approval –** Moved by Board Member Eliason to approve the agenda.  Seconded by Board Member Freking. Vote all ayes. Motion carried.

**Public Hearing –** None

**Witter Gallery Report –** Gallery Board President Steinfeld: 100 people came to their 2-day Mothers' Day exhibition. The bronze statue is stored until Harmony Gardens is completed. The Gallery and Library will be hosting a puppet show on June 4. Board Member Eliason asked about the previous Agreement Draft and his concern was for the long term. He agreed with President Steinfeld that parties were harmonious but stated there should be an agreement. Board Member Eliason addressed Treasurer Oakleaf who reported that things were working between the City and the Gallery as for funding and transparency in spending. President Steinfeld said the old agreement draft was under Phil Havens, who would not bend and presently things were agreeable among all parties. President Steinfeld and Board President Hudspeth recommended Board Member Eliason list his concerns.

**Annual Board Treasurer's Financial Report –** There were 3 notes: gas and group insurance were up, salaries increased. The Bar Chart showed FY2025 increased due to a carry-over of lighting and shelving. The supplemental funding requests were approved (roof drainpipes, part-time clerk, and additional materials).

**Approval of FY2024-2025 Budget –** Moved by Board Member Freking to approve FY24-25 Budget. Seconded by Board Member Eliason. Vote all ayes. Motioned carried.

**Approval of Minutes –** Moved by Board Member Eliason to approve April Minutes. Seconded by Board Member Freking. Vote all ayes. Motion carried.

**Director's Report –** Board Member Eliason asked about a fixture. The Library Director reported Jerry Kahl, Synergy Gallery is making and donating a new display fixture for the Friends. The first shelf is made of ash and walnut which held the test weight of books. The Summer Reading Program calendar was changed. The Director will be taking vacation days before presenting a poster at ALA San Diego.

**Approval of Bills –** Moved by Board Member Freking to approve May Bills. Seconded by Board Member Eliason. Vote all ayes. Motion carried.

**Approval of Friends Credit Card Funds –** Moved by Board Member Eliason to approve $17.00 to the Friends of the Library from credit card transactions. Seconded by Board Member Freking. Vote all ayes. Motion carried.

**Work Session: New Five-year goals and forum –**Tabled until next month.

**Approval of Hybrid Meetings in Bylaws –** Moved by Board Member Eliason to approve Hybrid Meetings in Bylaws. Seconded by Board Member Freking. Vote all ayes. Motion carried.

**Trustee Continuing Education –** Tabled until next month..

**Library Board Member Requested Items –** None.

**Adjournment -** Moved by Board Member Freking to adjourn the meeting at 4:55pm. Seconded by Board Member Eliason. Vote all ayes. Motion carried.

Elizabeth Huff, Library Director - Please note the above is an unapproved draft of minutes and will be approved by the Board of Trustees on June 10, 2024.

# Board & Commission Renewal Form

06/18/2024 6:05 PM (CDT)

## Board Renewal Application

| | |
|---|---|
| **First Name** | Jason |
| **Last Name** | Dierking |
| **Street Address** | 220 casino road |
| **City** | Storm Lake |
| **State** | IA |
| **Zip Code** | 50588 |
| **Phone Number** | 7122991697 |
| **Email** | jason@jasondierkingmd.com |
| **Current Board/Commission Serving** | Airport Commission |
| **Do you still reside within the city limits of Storm Lake?** | No |
| **If outside the city limits please select all that apply** | • Own property winthin city limits |
| **Would you like to be re-appointed to the same board/commission if possible?** | Yes |
| **Signature** | |
| **Date** | 06/18/2024 |

Thank you for contacting us. We have received your message and appreciate you reaching out.

Have a great day!

**APPLICATION FOR APPOINTMENTS**
**TO STORM LAKE BOARDS & COMMISSIONS**
City of Storm Lake
P.O. Box 1086, 620 Erie Street
Storm Lake, IA 50588
Phone #712-732-8000
Fax #712-732-4114
www.stormlake.org

Storm Lake — Jump Right In!

PERSONAL DATA

| | | |
|---|---|---|
| Swanson | Bob (Robert) | G |
| Last Name | First Name | Middle Initial |

| | | | |
|---|---|---|---|
| 23 S. Windor Circle | Storm Lake | IA | 50588 |
| Address | City | State | Zip Code |

| | | | |
|---|---|---|---|
| — | 712-299-5223 | 712-299-5223 | swanson1@g.com |
| Home Phone # | Business Phone # | Cell Phone # | E-mail Address: |

| | |
|---|---|
| Retired | |
| Employer | Occupation |

How long have you lived in Storm Lake? 50 yrs

List any volunteer/civic/community activity in which you have been involved in:

Please check the following City boards or commissions to which you would like to be appointed:

- ☐ Airport Commission
- ☐ Airport Board of Adjustment
- ☐ Band Trustees
- ☒ Board of Adjustment (5 yrs)
- ☐ Cemetery Board
- ☐ Civil Service Commission (4 yrs)
- ☐ 911 Board
- ☐ Board of Appeals
- ☐ Library Board (6 yrs)
- ☐ Landfill Commission
- ☐ Planning & Zoning Commission
- ☐ Storm Water Advisory
- ☐ ADA Committee
- ☐ Mayor's Committee on Trees, Trails, Parks

***All of the above boards & commissions have a 3-year term unless otherwise stated.***

Why do you want to serve on this board or commission?

Was on this board once and was asked to be on it again.

*Please complete back side of this form.*

# Board & Commission Renewal Form

06/20/2024 6:43 PM (CDT)

## Board Renewal Application

| | |
|---|---|
| **First Name** | Andriette |
| **Last Name** | Wickstrom |
| **Street Address** | 909 W 5th St |
| **City** | Storm Lake |
| **State** | IA |
| **Zip Code** | 50588 |
| **Phone Number** | 7127323987 |
| **Email** | andriettewickstrom@gmail.com |
| **Current Board/Commission Serving** | Planning and Zoning |
| **Do you still reside within the city limits of Storm Lake?** | Yes |
| **Would you like to be re-appointed to the same board/commission if possible?** | Yes |
| **Signature** | Andriette Wickstrom |
| **Date** | 06/20/2024 |

Thank you for contacting us. We have received your message and appreciate you reaching out.

Have a great day!

# State of Iowa
Alcoholic Beverages Division

## Applicant

| NAME OF LEGAL ENTITY | NAME OF BUSINESS(DBA) | BUSINESS |
|---|---|---|
| HY-VEE, INC. | Hy-Vee Fast & Fresh | (515) 267-2800 |

| ADDRESS OF PREMISES | PREMISES SUITE/APT NUMBER | CITY | COUNTY | ZIP |
|---|---|---|---|---|
| 1260 Lake Avenue North | | Storm Lake | Buena Vista | 50266 |

| MAILING ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| 5820 Westown Parkway | West Des Moines | Iowa | 50266 |

## Contact Person

| NAME | PHONE | EMAIL |
|---|---|---|
| Katie Nylen | (515) 267-2800 | knylen@hy-vee.com |

## License Information

| LICENSE NUMBER | LICENSE/PERMIT TYPE | TERM | STATUS |
|---|---|---|---|
| LG0000768 | Class B Retail Alcohol License | 12 Month | Submitted to Local Authority |

| EFFECTIVE DATE | EXPIRATION DATE | LAST DAY OF BUSINESS |
|---|---|---|
| Aug 22, 2024 | Aug 21, 2025 | |

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES

# State of Iowa
Alcoholic Beverages Division

## Status of Business

BUSINESS TYPE

Corporation

## Ownership

- **Individual Owners**

| NAME | CITY | STATE | ZIP | POSITION | % OF OWNERSHIP | U.S. CITIZEN |
|---|---|---|---|---|---|---|
| Katie Nylen | | | | | | Yes |
| Andrew Schroeder | Johnston | Iowa | 50131 | SVP Accounting | 0.00 | Yes |
| Jeremy Gosch | Urbandale | Iowa | 50323 | CEO | 0.00 | Yes |
| Michael Jurgens | Urbandale | Iowa | 50322 | EVP Secretary | 0.00 | Yes |

## Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

# State of Iowa
Alcoholic Beverages Division

## Applicant

| NAME OF LEGAL ENTITY | NAME OF BUSINESS(DBA) | BUSINESS |
|---|---|---|
| Valentina's Meat Market LLC | Valentinas Meat Market | (712) 213-5348 |

| ADDRESS OF PREMISES | PREMISES SUITE/APT NUMBER | CITY | COUNTY | ZIP |
|---|---|---|---|---|
| 111 East 6th Street | | Storm Lake | Buena Vista | 50588 |

| MAILING ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| 641 Iowa 7 | Alta | Iowa | 51002 |

## Contact Person

| NAME | PHONE | EMAIL |
|---|---|---|
| mayela morelos | (712) 299-7539 | mayelamorelos@icloud.com |

## License Information

| LICENSE NUMBER | LICENSE/PERMIT TYPE | TERM | STATUS |
|---|---|---|---|
| | Class B Retail Alcohol License | 12 Month | Submitted to Local Authority |

| EFFECTIVE DATE | EXPIRATION DATE | LAST DAY OF BUSINESS |
|---|---|---|
| | | |

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES

## Status of Business

State of Iowa
Alcoholic Beverages Division

BUSINESS TYPE

Limited Liability Company

## Ownership

- **Individual Owners**

| NAME | CITY | STATE | ZIP | POSITION | % OF OWNERSHIP | U.S. CITIZEN |
|---|---|---|---|---|---|---|
| Mayela Morelos | Alta | Iowa | 51002 | owner | 100.00 | Yes |

## Insurance Company Information

| INSURANCE COMPANY | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE |
|---|---|---|
| DRAM CANCEL DATE | OUTDOOR SERVICE EFFECTIVE DATE | OUTDOOR SERVICE EXPIRATION DATE |
| BOND EFFECTIVE DATE | TEMP TRANSFER EFFECTIVE DATE | TEMP TRANSFER EXPIRATION DATE |

# State of Iowa
Alcoholic Beverages Division

## Applicant

| NAME OF LEGAL ENTITY | NAME OF BUSINESS(DBA) | BUSINESS |
|---|---|---|
| GRAND CENTRAL COFFEE STATION, LLC | Grand Central Coffee Station | (712) 299-4416 |

| ADDRESS OF PREMISES | PREMISES SUITE/APT NUMBER | CITY | COUNTY | ZIP |
|---|---|---|---|---|
| 1501 East Lakeshore Drive | | Storm Lake | Buena Vista | 50588 |

| MAILING ADDRESS | CITY | STATE | ZIP |
|---|---|---|---|
| 1501 East Lakeshore Drive | Storm Lake | Iowa | 50588 |

## Contact Person

| NAME | PHONE | EMAIL |
|---|---|---|
| Karen M. Keenan | (712) 299-4416 | kmkeenan7@gmail.com |

## License Information

| LICENSE NUMBER | LICENSE/PERMIT TYPE | TERM | STATUS |
|---|---|---|---|
| LC0050020 | Class C Retail Alcohol License | 12 Month | Submitted to Local Authority |

| EFFECTIVE DATE | EXPIRATION DATE | LAST DAY OF BUSINESS |
|---|---|---|
| July 5, 2024 | July 4, 2025 | |

SUB-PERMITS

Class C Retail Alcohol License

# State of Iowa
Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

## Status of Business

BUSINESS TYPE

Limited Liability Company

## Ownership

- **Individual Owners**

| NAME | CITY | STATE | ZIP | POSITION | % OF OWNERSHIP | U.S. CITIZEN |
|---|---|---|---|---|---|---|
| Karen Keenan | Storm Lake | Iowa | 50588 | Owner | 100.00 | Yes |

## Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

July 5, 2024

POLICY EXPIRATION DATE

July 5, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

IOWA
Department of Revenue

# Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

tax.iowa.gov

**Additional instructions are on the final page.**

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/ 25

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

**Business Information:**

Legal name/Doing business as (DBA): Brewsters

Iowa sales and use tax account number: 1-11-007905

Retail address: 225 E Railroad St City: Storm Lake State: IA ZIP: 50588

Mailing address: Same City: State: ZIP:

Phone: 712-732-4270

**Legal Ownership Information:**

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

Name of sole proprietor, partnership, corporation, LLC, or LLP: Crystal Gronau

Primary office address: 225 E Railroad St City: Storm Lake State: IA ZIP: 50588

Phone: 712 732 4270 Fax: — Email: ckgronau@gmail.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐ Vending machine that assembles cigarettes ☐ Delivery sales of alternative nicotine/vapor products (see instructions) ☐

Mobile sales (see instructions) ☐ VIN: License plate number:

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☐ Alternative nicotine products ☐ Vapor products ☐

**Type of Establishment: (Select the options that best describe the establishment)**

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

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

Other (provide description) ☐

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s):

Do you intend to make retail sales to ultimate consumers? Yes ☒ No ☐

Include with this application a list of your suppliers of cigarettes, tobacco, alternative nicotine and vapor products on a separate sheet.

**Identify partners or corporate officers (up to three) if the business is not a sole proprietorship.**

Name: Crystal Gronau Title: Owner / President

Address: 403 Michigan St

City: Storm Lake State: IA ZIP: 50588

Name: Title:

Address: ______

City: ______ State: ______ ZIP: ______

Name: ______ Title: ______

Address: ______

City: ______ State: ______ ZIP: ______

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

**Signature of Authorized Party**

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. I declare that I am authorized to act on behalf of the taxpayer, and will only act within my authority.

Printed Name/Title: Crystal Grosnau

Authorized Signature: Crystal Grosnau

Date: 06/26/2024 Email: ckgrosnau@gmail.com

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

## FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 75.00
- Fill in the date the permit was approved by the council or board: ______
- Fill in the permit number issued by the city/county: ______
- Fill in the name of the city or county issuing the permit: ______
- New ☐ Renewal ☒

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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

Supplier

Core Mark
1751 US 30
Carroll, IA 51401
800-274-8692

IOWA
Department of Revenue

# Iowa Retail Permit Application for Cigarette/Tobacco/NicotineNapor

tax.iowa.gov

**Additional instructions are on the final page.**

For period (MM/DD/YYYY) 7 _ / _1 / 2024 through 06/30/2025_____

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

**Business Information:**

Legal name/Doing business as (OBA):Dollar General #1047

Iowa sales and use tax account number: 00-007388

Retail address: 1423 LAKE AVE City: STORM LAKE State: IA ZIP: _________

Mailing address: 100 Mission Ridge City: Goodlettsville State: TN ZIP: 37072

Phone: 615-855-4000

**Legal Ownership Information:**

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

Name of sole proprietor, partnership, corporation, LLC, or LLP: Dolgencorp LLc

Primary office address: 100 MIssion RIdge City: Goodlettsville State: TN ZIP:37072

Phone: 6158554000 Fax: _________________

Email: tax-beerandwinelicense@dollargeneral.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐ Vending machine that assembles cigarettes ☐ Delivery sales of alternative nicotine/vapor products (see instructions) ☐

Mobile sales (see instructions) ☐ VIN: __________________ License plate number: ______________

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative nicotine products ☐ Vapor products ☐

**Type of Establishment: (Select the options that best describe the establishment)**

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Other (provide description) ☐ ______________________________

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s):
See Attached

Do you intend to make retail sales to ultimate consumers? Yes ☒ No ☐

Include with this application a list of your suppliers of cigarettes, tobacco, alternative nicotine and vapor products on a separate sheet.

**Identify partners or corporate officers (up to three) if the business is not a sole proprietorship.**

Name: See attached Title: ______________________________

Address: ____________________________________________

City: ______________________ State: ____________ ZIP: ____________

Name: ______________________ Title: ____________________

Address: ______________________________

City: ______________________ State: __________ ZIP: __________

Name: ______________________ Title: ______________________

Address: ______________________________

City: ______________________ State: __________ ZIP: __________

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

**Signature of Authorized Party**

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. I declare that I am authorized to act on behalf of the taxpayer, and will only act within my authority.

Printed Name/Title: Lily Grace Paine

Authorized Signature: Lily Grace Paine

Date: 5/24/2024 Email: tax-beerandwinelicense@dollargeneral.com

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

**FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE**

- Fill in the amount paid for the permit: $75.00
- Fill in the date the permit was approved by the council or board: 7-1-2024
- Fill in the permit number issued by the city/county: FY 24-25-19
- Fill in the name of the city or county issuing the permit: City of Storm Lake
- New ☐ Renewal ☒

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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

| Manufacturer | Manufacturer Address | Manufacturer Phone Number |
|---|---|---|
| American Snuff | 401 NORTH MAIN STREET, WINSTON-SALEM. NC 27101 | 800-238-2409 |
| Cheyenne Intl | 701 SOUTH BATTLEGROUND AVENUE,GROVER, NC 28073 | 630-269-0142 |
| ITG Brands | 714 Green Valley Road, Greensboro, NC 27408 | 800-223-6816 |
| John Middleton Cigar Co. | 6601 WEST BROAD STREET, RICHMOND, VA 23230 | 888-932-8976 |
| Liggett Vector Brands | 3800 Paramount Parkway Ste. 250, Morrisville, NC 27560 | 877-415-4100 |
| National Tobacco | 5201 INTERCHANGE WAY, LOUISVILLE, KY 40229 | 800-331-5962 |
| Philip Morris USA | 6601 WEST BROAD STREET, RICHMOND, VA 23230 | 888-932-8976 |
| Republic Tobacco | 2301 Ravine way, Glenview, Illinois 60025 | 800-288-8888 |
| Reynolds American Inc. | 401 NORTH MAIN STREET, WINSTON-SALEM. NC 27101 | 800-238-2409 |
| Santa Fe | 1 Plaza La Prensa, Santa Fe, NM 87507 | 651-212-0711 |
| Swisher | 459 EAST 16TH STREET, JACKSONVILLE, FL 32206 | 800-874-9720 |
| US Smokeless Tobacco Co. | 6601 WEST BROAD STREET, RICHMOND, VA 23230 | 888-932-8976 |

| Distributor | Distributor Address |
|---|---|
| Super Food Services Inc. | 4772 S. 72nd St, Omaha, NE 68127 |

**ACTION BY WRITTEN CONSENT**
**OF THE SOLE MEMBER OF**
**DOLGENCORP, LLC**
**JANUARY 12, 2024**

Pursuant to the Kentucky Limited Liability Company Act, the undersigned, being the sole member of Dolgencorp, LLC (the "Company"), does hereby consent to and take the following action as evidenced by the signature below.

**WHEREAS**, effective immediately, Steven G. Sunderland resigns as Chief Executive Officer and Manager of the Company;

**WHEREAS**, effective immediately, Hiren Mehta was removed as Assistant Treasurer of the Company;

**WHEREAS**, effective immediately, the sole member desires to elect Zachary J. Brining as Chief Executive Officer and Manager of the Company and Kyle Hodes as Assistant Treasurer of the Company through the 2023 fiscal year or until their earlier resignation or removal; and

**WHEREAS,** the sole member desires to elect the Company's managers and officers for the 2024 fiscal year.

**NOW, THEREFORE, BE IT RESOLVED** that Zachary J. Brining be elected to serve as Manager of the Company, to serve through the 2023 and 2024 fiscal years with the following named persons until their earlier resignation or removal:

| | |
|---|---|
| Zachary J. Brining | Emily C. Taylor |

**BE IT FURTHER RESOLVED,** that Zachary J. Brining be elected to serve as Chief Executive Officer of the Company and Kyle Hodes be elected to serve as Assistant Treasurer of the Company, to serve through the 2023 fiscal year.

**BE IT FURTHER RESOLVED**, that each of the following named persons hereby are elected or re-elected, as applicable, to the offices listed below to serve for the 2024 fiscal year or until their successors shall be elected and qualify or until their earlier resignation or removal:

| | |
|---|---|
| Zachary J. Brining | Chief Executive Officer |
| Kelly M. Dilts | Chief Financial Officer and Secretary |
| Roderick J. West | Senior Vice President, Distribution |
| Barbara L. Springer | Vice President and Treasurer |
| Kyle Hodes | Assistant Treasurer |

The undersigned, being the sole member, hereby consents to and adopts the foregoing resolutions as of the day and year first above written.

DOLLAR GENERAL CORPORATION
Sole Member
DocuSigned by:
Kelly Dilts
24E1A608508542A...
Kelly M. Dilts
Executive Vice President & Chief Financial Officer

## Staff Summary

07/01/2024
**Agenda Item # D.2.**

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

**REPORT TO:** Honorable Mayor & Council

**FROM:** Chris Cole Police Chief

**SUBJECT:** **Resolution No. 01-R-2024-2025 To Approve 2024 Step Up and Run Half Marathon Request**

**BACKGROUND:** Attached is a request for the Step Up Half Marathon. This even is the same event as in past years and has created no issues.

The 2024 Step Up Half Marathon is scheduled for Saturday, August 31st,2024 beginning at 7:30am.

The event will begin on Sunrise Park Road in front of Kings Pointe at 7:30am, proceed south on Sunrise Park Road and then transition onto the Lake Trail near the Lakeside city limits. The route will go through Lakeside, turn around and return north through Lakeside to Storm Lake City Limits via the lake trail. The route will then proceed north and follow the Lake Trail to Emerald Park via Frank Starr Park and then return via the Lake Trail route to the west Awaysis Park parking lot where the event concludes.

**FISCAL IMPACT:** On duty officers will be needed a short time for traffic control for the start of the race. This cost will be absorbed by the normal operating budget.

**RECOMMENDATION:** Approve request pending the receipt of liability insurance.

**ATTACHMENTS:**

- **Letter of Request**
- **0120242025 - Resolution temporarily closing street - Step up and Run 2024 (02371925x7F7E1).docx**

## Chris Cole

**From:** Ofelia Valdez <pvaldez04@gmail.com>
**Sent:** Friday, June 21, 2024 12:15 PM
**To:** Chris Cole
**Subject:** Step Up Storm Lake 2024

Good afternoon, Chief Cole,
\>
\> I Hope you're having a fantastic day! This year, again, I am writing to ask for your assistance with getting a permit for Step Up Storm Lake race on Labor Day weekend.
\>
\> The date of the race this year is Saturday August 31 ,2024 starting at Kings Pointe. We will need street closure on Sunrise road from 7:30 am-7:40 am. The route is linked on the website stepupstormlake.webs.com. Also I'm working on getting the certificate of insurance and will send it your way. Please let me know if you need any additional information.
\>
\> Thanks,

Ofelia
Sent from my iPhone

**RESOLUTION NO. 01-R-2024-2025**

**RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS IN CONNECTION WITH A SPECIAL EVENT KNOWN AS “STEP UP AND RUN HALF MARATHON”**

WHEREAS, Iowa Code Section 364.12(2) states "a city shall keep all public grounds, streets, sidewalks, alleys, bridges, culverts, overpasses, underpasses, grade crossing separations and approaches, public ways, squares, and commons open, in repair and free from nuisance;" and

WHEREAS, Iowa Code Section 364.12(2)(a) states "public ways and grounds may be temporarily closed by resolution;" and

WHEREAS, a request has been submitted for a temporary street closure in connection with a half marathon race known as “Step Up Storm Lake,” and the City finds it is necessary and in the best interests of the attendees and public to temporarily close the following streets and any associated parking spaces from 7:25 a.m. to approximately 8:00 a.m. on the dates listed below, in conjunction with the special event known as “Step Up Storm Lake 2024”

A portion of Sunrise Park Road from Kings Pointe property and south to Lake Trail entrance, on August 31, 2024.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Iowa Code Section 364.12(2)(a), the City Council of the City of Storm Lake, Iowa does hereby temporarily close the streets as stated above.

Dated this date: July 1, 2024

________________________________
Mike Porsch, Mayor

ATTEST:

____________________________________
Mayra A. Martinez, City Clerk

**Staff Summary**

**07/01/2024**
**Agenda Item # D.3.**

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

**REPORT TO:** Honorable Mayor & Council

**FROM:** Chris Cole Police Chief

**SUBJECT:** **Resolution No. 02-R-2024-2025 To Approve The BVU Request Plan For Moving Students In And Out of the Residence Halls for the 2024-2025 Academic Year**

**BACKGROUND:** Attached is a request from BVU regarding traffic flow and parking during student move in and move out for the 2024-2025 academic year.

Also attached are noise variance requests for the campus of BVU for several welcome back to school events.

The parking and traffic flow plans are the same plans used in previous years and has caused no issues. The noise variances are similar to past year events and have caused no issues.

**FISCAL IMPACT:** None

**RECOMMENDATION:** Approve request

**ATTACHMENTS:**

**Letter of Request**
**Resolution No. 02-R-2024-2025 - Resolution BVU Welcome Weekend Street Closures (02371944x7F7E1).docx**

TO: Storm Lake City Council
FROM: Jessica Garling, Director of Campus Security
DATE: June 24, 2024

**RE: REQUESTED PLAN FOR MOVING STUDENTS IN AND OUT OF THE RESIDENCE HALLS FOR THE 2024-2025 ACADEMIC YEAR**

Buena Vista University is requesting that on the dates listed below, the City of Storm Lake allow vehicles to park and load/unload on the east side of Grand Avenue from the J. Leslie Rollins Stadium north to Iowa Street, on the north side of West 4th Street from Grand to Early, and on the south side of West 4th Street from Grand to College.

**Move In Dates**

| | |
|---|---|
| Aug 11-12 | RA Staff |
| August 13 | Football |
| August 15 | Fall Sports |
| August 18 | (O-Team) |
| August 19 | Mentos, Peer Leaders, Marching band, Golf, Tennis |
| August 21 | E-Sports, International students |
| August 23 | Freshman Move in |
| August 25 | Returners Move in |

**Move Out Dates**

December 10-14 Students Move Out
May 3-May Graduation weekend

Additionally, Buena Vista University is requesting that on the following dates and times listed below, the City of Storm Lake close for one-way traffic Grand Avenue from J. Leslie Rollins Stadium north to Iowa Street and Fourth from College to Early. We would also request that on these dates the City of Storm Lake allow vehicles to park and load/unload on the east side of Grand Avenue from J. Leslie Rollins Stadium north to Iowa Street, on the north side of West 4th Street from Grand to Early, and on the south side of West 4th from Grand to College.

August 23 - New Students arrive- 7:00 AM-3:00 PM

We agree to complete the following guidelines to assist with move-in and move-out procedures:

- Buena Vista University will place temporary "No Parking" signs on the opposite sides of roads where parking is not allowed on these dates.
- Notices concerning the procedures for move-in and move-out will be disseminated to all students.
- Signs will be posted in residence halls reminding students of the move-in and move-out procedures.
- On dates when streets are closed for one-way traffic, we will place barricades to direct traffic, we will review any problems with the Police Department.

Thank you for your continued support and attention to this request. Please call me at 749-2502 if you have any questions or concerns.

Sincerely,

Jessica Garling
Director of Campus Security

June 24, 2024

Chief Chris Cole
Storm Lake Police Department
401 East Milwaukee Ave.
Storm Lake, Iowa 50588

Dear City Council,

Buena Vista University is preparing for Welcome Weekend August 23-25, 2024, to welcome our new and returning students to campus as well as planning many great events for our students. To ensure our events are successful, we are requesting the assistance of the city. The following is an overview of the schedule.

We are requesting noise variances for the following times:

| | |
|---|---|
| <u>Friday, August 23</u> | |
| 8:00am - 12:00pm | Speakers to be playing music on central campus during new student move in |
| 2:00pm | Music playing for the New Student Processional from Fieldhouse to Schaller Chapel |
| <u>Saturday, August 24</u> | |
| 2:00pm- 6:00pm | Music playing and PA system will also be in use in Scout Park |
| 7:30pm-11:00pm | Lawn games at Rec House with potential music playing |
| <u>Sunday, August 25</u> | |
| 7:00pm- 10:00pm | Welcome Back Concert featuring the Mud Dogs playing in central campus between the Fieldhouse and Science Center. Set up to begin at 7pm with sound check and concert from 8pm to 10pm |
| <u>Monday, August 26</u> | |
| 8:00pm- 10:00pm | Welcome back outdoor movie by the Rec House |
| <u>Saturday, September 7</u> | DJ playing music during Foam Party on Central Campus |
| 8:00pm- 10:00pm | |
| <u>Friday, September 27</u> | BVU Homecoming Concert on South Forum Lawn. Set up to begin at 5pm including sound check. |
| 7:00pm- 11:00pm | |

We are requesting the use of city spaces for the following:

| | |
|---|---|
| <u>Saturday, August 24</u> | Use of Scout Park to host new student Beaver Olympics (Competition amongst groups playing various lawn games and including an inflatable) |

We are requesting approval for the following:

| | |
|---|---|
| Saturday, September 7 | Foam Party on South Forum Lawn; rescheduled event from Spring semester due to weather restraints. Additional approval from DNR may be needed. BVU staff will ensure event occurs on grass rather than cement area to ensure no runoff into the lake. |

Buena Vista University will inform the University neighbors of the date and time of these events through a flier delivered to their homes, allowing residents to prepare accordingly. We will distribute the notices a week prior to the event.

We appreciate the city council's consideration of the above requests and if additional information is needed, please contact Sami Kay, Director of Community & Student Engagement at 712.749.2444

Thank you for your help making this year's activities a success for the Buena Vista University and Storm Lake community.

**RESOLUTION NO. 02-R-2024-2025**

**RESOLUTION TEMPORARILY CLOSING PUBLIC WAYS OR GROUNDS IN CONNECTION WITH A SPECIAL EVENT KNOWN AS "BUENA VISTA UNIVERSITY WELCOME WEEKEND"**

WHEREAS, Iowa Code Section 364.12(2) states "a city shall keep all public grounds, streets, sidewalks, alleys, bridges, culverts, overpasses, underpasses, grade crossing separations and approaches, public ways, squares, and commons open, in repair and free from nuisance;" and

WHEREAS, Iowa Code Section 364.12(2)(a) states "public ways and grounds may be temporarily closed by resolution;" and

WHEREAS, Buena Vista University has submitted a request temporary street closures in connection with student move-in and Welcome Weekend and the City finds it is necessary and in the best interests of the public to temporarily close the following streets and any associated parking spaces at the times and on the dates listed below, in conjunction with the special event known as "Welcome Weekend 2024":

August 23, 2024 from 7:00 a.m. to 3:00 p.m., Grand Avenue from J. Leslie Rollins Stadium north to Iowa Street and Fourth from College to Early.

WHEREAS, as part of the street closure and event approval, the City finds it is necessary and proper to suspend any applicable parking restrictions for vehicle loading/unlading on the following streets:

On the east side of Grande Avenue from J. Leslie Rollins Stadium north to Iowa Street,
On the north side of West 4th Street from Grand to Early
On the south side of West 4th from Grand to College

NOW, THEREFORE, BE IT RESOLVED, pursuant to Iowa Code Section 364.12(2)(a), the City Council of the City of Storm Lake, Iowa does hereby temporarily close the streets as stated above and parking restrictions shall be suspended as set forth herein.

Dated this date: July 1, 2024

Mike Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

# Staff Summary

**07/01/2024**
**Agenda Item # D.4.**

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

**REPORT TO:** Honorable Mayor & Council

**FROM:** Lee Dutfield Development Services Sepcialist

**SUBJECT:** **Motion To Approve An Application Submitted By Storm Lake Apartments, LLC DBA Sunrise Pointe by Kading For Tax Abatement Under The Provisions Of The Amended And Restated Storm Lake Urban Revitalization Plan**

**BACKGROUND:** On May 6th, 2024 City Council passed Resolution No. 52-R-2023-2024 approving and authorizing an agreement for private development between The City of Storm Lake and Bloomfield Acres, L.L.C. (Kading Properties). Language contained in Resolution No. 52-R-2023-2024, states in pertinent part, that the City will approve the Developer's application for tax abatement under the City's Urban Revitalization Plan.

In compliance with Iowa Code Section 404.3D and the Amended and Restated Storm Lake Urban Revitalization Plan, the Developer (Kading) has submitted the attached Application for Tax Abatement for City Council review and approval.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** Approve Application

**ATTACHMENTS:**

- **Kading Tax Abatement Form 24.pdf**
- **Resolution No. 52-R-2023-2024.pdf**

## APPLICATION FOR TAX ABATEMENT
UNDER THE PROVISIONS OF THE
AMENDED AND RESTATED STORM LAKE URBAN REVITALIZATION PLAN

The Amended and Restated Storm Lake Urban Revitalization Plan allows for the following property tax exemptions for actual value added by qualifying improvements constructed on eligible properties located in the Storm Lake Urban Revitalization Area:

**Property Assessed as Residential:** 100% exemption from taxation on the first $75,000 of actual value added by the qualifying improvements, for a period of 5 years (not applicable to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D)

**Property Assessed as Residential (3+ Separate Dwelling Units):** 100% exemption from taxation on actual value added by the qualifying improvements, for a period of 10 years (not applicable to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D)

**Property Assessed as Commercial:** The property owner may choose one of the following exemptions, subject to execution of a written assessment agreement as and to the extent required by Iowa Code Section 404.3C

**A.** 100% exemption from taxation on actual value added by the qualifying improvements, for a period of 3 years

**B.** Declining percentage exemption from taxation on the actual value added by the qualifying improvements, over a period of 10 years (80%, 70%, 60%, 50%, 40%, 40%, 30%, 30%, 20%, 20%)

**Abandoned Property (meeting the definition of "abandoned" in Iowa Code Section 657A.1):** 100% exemption from taxation on actual value added by the qualifying improvements, for a period of 5 years (for properties assessed as residential, not applicable to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D)

**Select One:**

☐ **First-Year Application for Completed Improvements**
*(must be filed with the City by February 1st of the assessment year for which the exemption is first claimed, not later than the year in which the improvements are first assessed for taxation or the following two assessment years)*

☒ **Application for Prior Approval for Intended Improvements**
*(for conditional approval under the current exemption schedules; final eligibility is subject to completion of eligible improvements and filing of first-year application by February 1 of the first assessment year after completion of improvements)*

PROPERTY FOR WHICH APPLICATION IS SUBMITTED:

**Property Address:** Shirley Lane (200 block of West 10th St), Storm Lake, IA

**Legal Description (if known):** 34-91-39 Storm Lake Corp Wash ADD S/D NE SW PT LOT 1

**Property Assessment Category:** ☒ **Residential** ☐ **Commercial**

☐ **Other:** ____________________

**If property is assessed as commercial, the applicant is applying for the following exemption:**

☐ **Option A (3-year, 100%)** ☐ **Option B (10-year, declining percentage)**

**Tenants Occupying Property at time of Plan Adoption (if any/if known):** ____________________

IMPROVEMENTS FOR WHICH APPLICATION IS SUBMITTED:

**Select one:** ☒ **New Construction** ☐ **Improvements to Existing Structure**

Describe Improvements: New development with multi family units
*Attach copies of any issued building permit(s).*

**Estimated or Actual Date of Completion:** 12 / 01 / 2025

**Estimated or Actual Cost of Improvements:** $ 8,000,000.00

PROPERTY OWNER SUBMITTING APPLICATION:

**Name of Property Owner/Title Holder:** Storm Lake Apartments, LLC DBA Sunset pointe by Kading

**Address of Owner (if different than above):** 7008 Madison Ave, Urbandale IA 50322

**Phone Number (to be reached during business hours):** (515) 645-6000

**Email Address:** karie@kadingproperties.com

Print Name of Property Owner: Storm Lake Apartments, LLC DBA Sunset pointe by Kading

Signature: ______________________ Date: 6/14/24

If Property Owner is an entity:

Print Name of Signatory: Karie Ramsey

Signatory title/position: Karie R

THIS APPLICATION SUMMARIZES THE URBAN REVITALIZATION PLAN TERMS. FOR COMPLETE INFORMATION, REQUEST A COPY OF THE AMENDED AND RESTATED STORM LAKE URBAN REVITALIZATION PLAN, FROM CITY HALL. IN THE EVENT OF ANY INCONSISTENCY, THE PLAN TERMS SHALL CONTROL.

| FOLLOWING SECTIONS TO BE COMPLETED BY CITY/COUNTY: | |
|---|---|
| CITY COUNCIL REVIEW: | ☐ **PRIOR APPROVAL Application (if applicable) Approved** by Resolution No. ____________ adopted by City Council on ____/____/20____<br>☐ **FIRST YEAR Application (required) Approved** by Resolution No. ____________ adopted by City Council on ____/____/20____<br>☐ **Application Denied** – Reason: ______________________<br>Mayor's Signature: ______________________<br>Attest by City Clerk: ______________________ |

| | |
|---|---|
| COUNTY ASSESOR REVIEW: | Prior Building/Improvements Assessed Value: $______________________________<br><br>Assessed Value with New Improvements: $______________________________<br><br>Percentage Increase in Assessed Value: _________________%<br><br>______ **Eligible under Plan** ______ **Not Eligible under Plan**<br><br>Assessor's Signature: ______________________________ Date: __________________ |

02340068\11149-139

**RESOLUTION NO. 52-R-2023-2024**

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF STORM LAKE, IOWA AND BLOOMFIELD ACRES, L.L.C.**

WHEREAS, the City has received a proposal from Bloomfield Acres, L.L.C. (the "Developer"), in the form of a proposed Memorandum of Agreement for Private Development (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct a residential housing development, together with all related site improvements (as defined in the Agreement) on certain real property located within the City and planned to be acquired by Developer (the "Property"); and

WHEREAS, as an incentive for the Developer's performance under the Agreement, the Agreement proposes that the City will: (i) apply a reduced building permit fee for the project and (ii) will approve the Developer's application for tax abatement under the City's Urban Revitalization Plan, provided the application and the constructed improvements comply with the requirements of the Urban Revitalization Plan, all under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and is in furtherance of appropriate economic development activities and objectives of the City.

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

Section 1. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 6th day of May, 2024.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

**Staff Summary**

**07/01/2024**
**Agenda Item # D.5.**

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

| | |
|---|---|
| **REPORT TO:** | Honorable Mayor & Council |
| **FROM:** | Mayra Martinez City Clerk |
| **SUBJECT:** | **Buy Local Information** |
| **BACKGROUND:** | 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 both the City & King's Pointe's bills. As the reader reviews the information they should note the following key notes: Costs associated with any major capital project (those bid under the State of Iowa Bid Law) are excluded from the calculation Costs associated with travel is excluded from the calculation and % Costs associated with payroll is excluded from the calculation and % In some cases there is only one vendor or an item is only available from vendors outside of the City limits and/or Buena Vista County – we have not identified these some departments have fairly minor budgets and a major purchase can skew the % and or amount for a given review period (For Example: the Airport may have normally \$4,000 - \$6,000 in expenses until they purchase Jet Fuel or Av Gas which can be \$10,000 + and as a vendor who is not local this can skew the information for that review period) Local has been determined to be has an office front in the area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here) As with all analytical data it is possible to interpret the numbers in a variety of ways and as we move forward we would be happy to provide further detail and or revise the way in which we show the data. Likewise if you have any questions or concerns please don't hesitate to contact city staff. |

| **FISCAL IMPACT:** | **Breakout** | **Calculated Expenses** |
|---|---|---|
| | Buena Vista County | $ 97,444.48 |

| | |
|---|---|
| Contract/Agreement | 284,084.32 |
| Local | 161,727.55 |
| Non-Local | 226,086.35 |
| Payroll/UB Refunds/Pyrl Tax & Ins | 167,724.02 |
| **TOTAL EXPENSES:** | **$937,066.72** |

**RECOMMENDATION:** Approve Buy Local Information

**ATTACHMENTS:**

**7/1/2024 Project Report.pdf**

# Summary

## Project Summary

| Project Number | Project Name | Total Budget | Date Range Budget | Beginning Balance | Total Activity | Ending Balance | Budget Remaining |
|---|---|---|---|---|---|---|---|
| 0P1.122814 | Richland Street, Phase 2 Improvemen... | 174,107.75 | 0.00 | 174,095.25 | 0.00 | 174,095.25 | 12.50 |
| 0P1.125106 | BRIC | 212,709.99 | 212,709.99 | 212,709.99 | 0.00 | 212,709.99 | 0.00 |
| 0P1.126252 | Comprehansive Plan & Zoning Code U... | 125,880.00 | 0.00 | 125,824.50 | 0.00 | 125,824.50 | 55.50 |
| 0P1.131538 | Memorial Road Street & Utility Impro... | 3,894,220.00 | 3,894,220.00 | 713,355.79 | 148,381.64 | 861,737.43 | 3,032,482.57 |
| 0T5.128791 | Runway 17/35 Lighting Replacement | 410,741.68 | 410,741.68 | 96,802.87 | 0.00 | 96,802.87 | 313,938.81 |
| 19-22797 | Memorial Lift Station Improvements | 2,533,320.00 | 0.00 | 2,554,600.96 | 0.00 | 2,554,600.96 | -21,280.96 |
| 20-HSG-022 | 2021 Housing Sustainability Project | 224,994.00 | 224,994.00 | 181,283.12 | 0.00 | 181,283.12 | 43,710.88 |
| 21-26215 | Downtown Master Plan | 113,000.00 | 0.00 | 103,650.00 | 0.00 | 103,650.00 | 9,350.00 |
| 22-26698 | Storm Lake WTP- Well No. 21 | 1,795,006.50 | 1,795,006.50 | 761,817.43 | 3,770.72 | 765,588.15 | 1,029,418.35 |
| 22-26815 | W 6th Street Utilities Extension | 314,241.49 | 314,241.49 | 318,517.58 | 0.00 | 318,517.58 | -4,276.09 |
| 22-27926 | Storm Lake WTP- Well #22 | 162,200.00 | 162,200.00 | 63,402.50 | 2,900.00 | 66,302.50 | 95,897.50 |
| 23-092 | King's Pointe Remodel/Refresh | 446,537.52 | 446,537.52 | 389,760.57 | 0.00 | 389,760.57 | 56,776.95 |
| 23-29446 | WWTP UV Disinfection Building | 275,772.00 | 275,772.00 | 91,767.50 | 675.00 | 92,442.50 | 183,329.50 |
| 23-29447 | College & 3rd St Lift Station Replacem... | 185,000.00 | 185,000.00 | 109,640.00 | 10,795.00 | 120,435.00 | 64,565.00 |
| FEMA HMGP (HMA) 4483 | FEMA HMGP (HMA) 4483 | 373,560.00 | 373,560.00 | 83,023.50 | 0.00 | 83,023.50 | 290,536.50 |
| HTG322020 | T-Mobile Hometown Grant Q-3-22 | 0.00 | 0.00 | 45,619.48 | 0.00 | 45,619.48 | -45,619.48 |
| IA0091 | SL Elevated Water Storage- Tower #5 | 7,384,100.15 | 7,384,100.15 | 513,412.87 | 3,935.07 | 517,347.94 | 6,866,752.21 |
| New | Lead Service Line Replacement Prelim... | 15,500.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15,500.00 |
| New1 | WWTP Blower Project (EECBG) | 18,000.00 | 18,000.00 | 0.00 | 0.00 | 0.00 | 18,000.00 |
| OP1.125220 | 4th Street Watermain Improvement P... | 553,406.16 | 0.00 | 581,342.16 | 0.00 | 581,342.16 | -27,936.00 |
| P11.118940 | Oneida Street Reconstruction from RR... | 2,526,433.98 | 0.00 | 2,513,334.28 | 0.00 | 2,513,334.28 | 13,099.70 |
| P11.120411 | Highway 7/110 Traffic Lane/Signalizat... | 4,711,913.90 | 1,210.58 | 4,954,749.05 | 0.00 | 4,954,749.05 | -242,835.15 |
| SP21122 | SL Library CDBG- COVID (CV) Grant | 634,285.27 | 634,285.27 | 634,285.27 | 0.00 | 634,285.27 | 0.00 |
| | **Report Total:** | **27,084,930.39** | **16,332,579.18** | **15,222,994.67** | **170,457.43** | **15,393,452.10** | **11,691,478.29** |

## Group Summary

| Group | Total Budget | Date Range Budget | Beginning Balance | Total Activity | Ending Balance | Budget Remaining |
|---|---|---|---|---|---|---|
| Airport Projects | 410,741.68 | 410,741.68 | 96,802.87 | 0.00 | 96,802.87 | 313,938.81 |
| ARPA Project | 1,795,006.50 | 1,795,006.50 | 761,817.43 | 3,770.72 | 765,588.15 | 1,029,418.35 |
| Building Resilient Infrastructure and C... | 212,709.99 | 212,709.99 | 212,709.99 | 0.00 | 212,709.99 | 0.00 |
| Economic Development | 778,115.49 | 539,235.49 | 774,894.68 | 0.00 | 774,894.68 | 3,220.81 |
| King's Pointe Resort Projects | 446,537.52 | 446,537.52 | 389,760.57 | 0.00 | 389,760.57 | 56,776.95 |
| Library Project | 634,285.27 | 634,285.27 | 634,285.27 | 0.00 | 634,285.27 | 0.00 |
| Sanitary Sewer Projects | 3,385,652.00 | 852,332.00 | 2,839,031.96 | 11,470.00 | 2,850,501.96 | 535,150.04 |
| Street Construction | 11,306,675.63 | 3,895,430.58 | 8,355,534.37 | 148,381.64 | 8,503,916.01 | 2,802,759.62 |
| Water Project | 8,115,206.31 | 7,546,300.15 | 1,158,157.53 | 6,835.07 | 1,164,992.60 | 6,950,213.71 |
| **Report Total:** | **27,084,930.39** | **16,332,579.18** | **15,222,994.67** | **170,457.43** | **15,393,452.10** | **11,691,478.29** |

## Staff Summary

**07/01/2024**
**Agenda Item # D.6.**

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

**REPORT TO:** Honorable Mayor & Council

**FROM:** Chris Cole Police Chief

**SUBJECT:** **SLPD City Code Enforcement Summary**

**BACKGROUND:**

6/12/2024 TO 06/26/2024

Accumulate Junk - 28

Tall Grass and Weeds - 18

Accumulate Trash - 4

Grass Clippings - 1

Total: 51

Citations: 1

White Summons: 4

**FISCAL IMPACT:** None

**RECOMMENDATION:** None

**ATTACHMENTS:**

## Staff Summary

**07/01/2024**
**Agenda Item # E.1.**

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

| | |
|---|---|
| **REPORT TO:** | Honorable Mayor & Council |
| **FROM:** | Mayra Martinez City Clerk |
| **SUBJECT:** | **Motion to Approve Renewal Cigarette Permit For The Micronesian Spot** |
| **BACKGROUND:** | On June 14, 2024, the Micronesian Spot at 630 Michigan Street requested a renewal permit for their Cigarette/Tobacco Iowa Retail Permit. Per Council's request attached is the corrected application. |
| **FISCAL IMPACT:** | The cost is $75 for the annual fee. |
| **RECOMMENDATION:** | Approve the renewal Cigarette Permit For The Micronesian Spot |

**ATTACHMENTS:**

**Micronesian Spot Cigarette Application 2024 - Corrected.pdf**

IOWA
Department of Revenue

# Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

tax.iowa.gov

**Additional instructions are on the final page.**

For period (MM/DD/YYYY) 07/01/24 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

**Business Information:**

Legal name/Doing business as (DBA): Micronesian Spot

Iowa sales and use tax account number: 1-11-009051

Retail address: 630 Michigan St City: Stormlake State: IA ZIP: 50588

Mailing address: 630 Michigan St City: Storm-lake State: IA ZIP: 50588

Phone: 712-299-5848

**Legal Ownership Information:**

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

Name of sole proprietor, partnership, corporation, LLC, or LLP: Pakida Obispo

Primary office address: 630 Michigan St City: Storm lake State: IA ZIP: 50588

Phone: 712-299-5848 Fax: N/A Email: bispopakida028@Gmail.Com

**Retail Information:**

Types of Sales: Over-the-counter ☐ Vending machine ☐ Vending machine that assembles cigarettes ☒ Delivery sales of alternative nicotine/vapor products (see instructions) ☐

Mobile sales (see instructions) ☐ VIN: ________ License plate number: ________

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative nicotine products ☐ Vapor products ☐

**Type of Establishment: (Select the options that best describe the establishment)**

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

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

Other (provide description) ☐ ________

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s):

199824- Grocery Store license

Do you intend to make retail sales to ultimate consumers? Yes ☐ No ☐

Include with this application a list of your suppliers of cigarettes, tobacco, alternative nicotine and vapor products on a separate sheet.

**Identify partners or corporate officers (up to three) if the business is not a sole proprietorship.**

Name: ________ Title: ________

Address: ________

City: ________ State: ________ ZIP: ________

Name: ________ Title: ________

Address: ____________________

City: ____________________ State: __________ ZIP: __________

Name: ____________________ Title: ____________________

Address: ____________________

City: ____________________ State: __________ ZIP: __________

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

**Signature of Authorized Party**

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. I declare that I am authorized to act on behalf of the taxpayer, and will only act within my authority.

Printed Name/Title: Pakida OBispo

Authorized Signature: ____________________

Date: 6-27-24 Email: bispopakida0289@gmail.com

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: __________
- Fill in the date the permit was approved by the council or board: __________
- Fill in the permit number issued by the city/county: __________
- Fill in the name of the city or county issuing the permit: __________
- New ☐ Renewal ☐

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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

Suppliers

Murphy USA

1829 lake Ave
Storm-lake I.A
50588

Beer Thirty

208 E Milwaukee Ave
Storm-lake I.A 50588

**Staff Summary**

**07/01/2024**
**Agenda Item # F.1.**

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

**REPORT TO:** Honorable Mayor & Council

**FROM:** Chris Cole Police Chief

**SUBJECT:** **Motion To Approve Request For Noise Variance For Birthday Party Live Band at 709 Otsego**

**BACKGROUND:** The Storm Lake Police Department received the following request for a noise variance at 709 Otsego St. on July 27th from 6PM to 10PM for a birthday party.

Hi my name is Chrissy Garcia and I'm emailing for a noise variance for July 27 from 6pm to 10 pm for a Birthday party with a live band located at 709 Otsego St.

Thanks,

Sent from my iPhone

**FISCAL IMPACT:** None

**RECOMMENDATION:** Vote on request

**ATTACHMENTS:**

## Staff Summary

**07/01/2024**
**Agenda Item # F.2.**

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

**REPORT TO:** Honorable Mayor & Council

**FROM:** Brian Oakleaf Finance Director

**SUBJECT:**

**Resolution No. 03-R-2024-2025 Approving And Authorizing A Form Of Loan And Disbursement Agreement By And Between The City Of Storm Lake, Iowa, And The Iowa Finance Authority, And Authorizing And Providing For The Issuance And Securing The Payment Of $3,630,000 Taxable Water Revenue Capital Loan Notes, Series 2024b, Of The City Of Storm Lake, Iowa, Under The Provisions Of The Code Of Iowa, And Providing For A Method Of Payment Of Said Notes.**

**BACKGROUND:** This Resolution would authorize the issuance of $3,630,000 Water Revenue CLN to The Iowa Finance Authority, acknowledge and approve the form of Loan and Disbursement Agreement and the terms of the SRF loan program.

**FISCAL IMPACT:** There will be an $18,150.00 Initiation fee for entering into the Agreement. The Interest Rate shall be 3.77%, the Servicing Fee will be 0.25%. Proceeds of the Loan shall be made available in the form of one or more periodic disbursements as provided in the Agreement. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of proper documentation.

**RECOMMENDATION:** Approve Resolution No. 03-R-2024-2025

**ATTACHMENTS:**

- **Storm Lake - Authorizing Resolution 03-2024-2025 Series 2024B Taxable Water Revenue SRF.DOCX**
- **Storm Lake (141) - Delivery Certificate 2024B Taxable Water Revenue SRF (02368523x7F7E1).DOCX**
- **Storm Lake (141) - Loan and Disbursement Agreement 2024B Taxable Water Revenue SRF (02368526x7F7E1).DOCX**
- **Storm Lake (141) - PDF Form of Note 2024B Taxable Water Revenue SRF (02369096x7F7E1).PDF**
- **Storm Lake (141) - PDF Letter of Instruction Issuance 2024B Taxable Water Revenue SRF (02369094x7F7E1).PDF**
- **Storm Lake (141) - Transcript Certificate 2024B Taxable Water Revenue SRF (02368521x7F7E1).DOCX**
- **Resolution No. 03-R-2024-2025 - Resolution Fix Date Proceedings 2024 Water Revenue SRF Loan $3.630.docx**

July 1, 2024

The City Council of the City of Storm Lake, State of Iowa, met in _______________ session, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at __________ o'clock _____.M., on the above date. There were present Mayor _______________, in the chair, and the following named Council Members:

_______________________________________________

Absent: ________________________________________

Vacant: ________________________________________

* * * * * * *

Council Member ______________________ introduced the following Resolution entitled "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF STORM LAKE AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF $3,630,000 TAXABLE WATER REVENUE CAPITAL LOAN NOTES, SERIES 2024, OF THE CITY OF STORM LAKE, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES", and moved its adoption. Council Member ______________________ seconded the motion to adopt. The roll was called and the vote was:

AYES: ____________________________________________

____________________________________________

NAYS: ____________________________________________

Whereupon the Mayor declared the following Resolution duly adopted:

Resolution No. XX-R-2024-2025

A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF STORM LAKE AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF $3,630,000 TAXABLE WATER REVENUE CAPITAL LOAN NOTES, SERIES 2024B, OF THE CITY OF STORM LAKE, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES

WHEREAS, the City Council of the City of Storm Lake, Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the municipal water system, sometimes hereinafter referred to as the "System", and said revenues are available for the payment of Taxable Water Revenue Capital Loan Notes, Series 2024B, subject to the following premises; and

WHEREAS, the Issuer proposes to issue its Taxable Water Revenue Capital Loan Notes, Series 2024B, to the extent of $3,630,000, for the purpose of defraying the costs of the Project as set forth in Section 1 of this Resolution; and, it is deemed necessary and advisable and in the best interests of the City that a form of Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, be approved and authorized; and

WHEREAS, there have been heretofore issued $2,185,000 Water Revenue Refunding Capital Loan Notes, Series 2019, dated September 26, 2019 (the “Outstanding Obligations”), part of which remain outstanding and are a lien on the Net Revenues of the System; and

WHEREAS, in the resolution authorizing the issuance of the Outstanding Obligations it is provided that additional revenue notes or bonds may be issued on a parity with the outstanding obligations, for the costs of future improvements and extensions to the System, provided that there has been procured and placed on file with the City Clerk, a statement complying with the conditions and limitations therein imposed upon the issuance of said parity notes or bonds; and

WHEREAS, a statement of Piper Sandler & Co., an independent financial consultant not in the regular employ of Issuer, has been placed on file in the office of the City Clerk prior to Closing, showing the conditions and limitations of said Resolution adopted September 16, 2019, with regard to the sufficiency of the revenues of the System to permit the issuance of additional revenue notes or bonds ranking on a parity with the outstanding notes or bonds to have been met and satisfied as required; and

WHEREAS, simultaneously with this issue, the City intends to issue $4,258,000 Water Revenue Capital Loan Notes, Series 2024A.

WHEREAS, the notice of intention of Issuer to take action for the issuance of $3,630,000 Taxable Water Revenue Capital Loan Notes, Series 2024B, has heretofore been duly published and no objections to such proposed action have been filed.

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

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

- "Additional Obligations" shall mean any water revenue bonds or notes or other obligations issued on a parity with the Notes in accordance with the provisions of Section 21 hereof.

- "Agreement" shall mean a Loan and Disbursement Agreement dated as of the Closing between the City and the Original Purchaser, relating to the Loan made to the City under the Program;

- "City Clerk" shall mean the City Clerk or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities;

- "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Loan;

- "Corporate Seal" shall mean the official seal of Issuer adopted by the Governing Body;

- "Fiscal Year" shall mean the twelve months' period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System; provided, that the requirements of a fiscal year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the fiscal year and include any payment of principal or interest falling due on the first day of the succeeding fiscal year;

- "Governing Body" shall mean the City Council, or its successor in function with respect to the operation and control of the System;

- "Independent Auditor" shall mean an independent firm of certified public accountants or the Auditor of State;

- "Issuer" and "City" shall mean the City of Storm Lake, Iowa;

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

♦ "Net Revenues" shall mean gross earnings of the System after deduction of Current Expenses; "Current Expenses" shall mean and include the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies, but excluding depreciation and principal of and interest on the Notes and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses;

♦ "Notes" or "Note" shall mean $3,630,000 Taxable Water Revenue Capital Loan Notes, Series 2024B, authorized to be issued by this Resolution;

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

♦ "Outstanding Obligations" shall mean the Water Revenue Refunding Capital Loan Notes, Series 2019, dated September 26, 2019, issued in accordance with the Resolution adopted September 16, 2019, $2,012,000 of which obligations are still outstanding and unpaid and remain a lien on the Net Revenues of the System;

♦ "Parity Obligations" shall mean notes or bonds payable solely from the Net Revenues of the System on an equal basis with the Notes herein authorized to be issued and shall include Additional Obligations as authorized to be issued under the terms of this Resolution and the Outstanding Obligations;

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

♦ "Permitted Investments" shall mean:

- direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;

- cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the above paragraph);

- obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:

-Export - Import Bank
-Farm Credit System Financial Assistance Corporation
-USDA - Rural Development
-General Services Administration
-U.S. Maritime Administration
-Small Business Administration
-Government National Mortgage Association (GNMA)
-U.S. Department of Housing & Urban Development (PHA's)
-Federal Housing Administration

• repurchase agreements whose underlying collateral consists of the investments set out above if the Issuer takes delivery of the collateral either directly or through an authorized custodian. Repurchase agreements do not include reverse repurchase agreements;

• senior debt obligations rated "AAA" by Standard & Poor's Corporation (S&P) or "Aaa" by Moody's Investors Service Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;

• U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

• commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P or "P-1" by Moody's and which matures not more than 270 days after the date of purchase;

• investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;

• pre-refunded Municipal Obligations, defined as any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P or Moody's or any successors thereto; or (b)(i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct obligations of the Department of the Treasury of the United States of America, which escrow may be applied only to the payment of such principal of and

interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

- tax exempt bonds as defined and permitted by section 148 of the Internal Revenue Code and applicable regulations and only if rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa;

- an investment contract rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa; and

- Iowa Public Agency Investment Trust.

♦ "Prior Note Resolution" shall mean the resolution of the City Council adopted on September 16, 2019, authorizing the issuance of the Water Revenue Capital Loan Notes, Series 2019, dated September 26, 2019;

♦ "Program" shall mean the Iowa Drinking Water Facilities Financing Program undertaken by the Original Purchaser;

♦ "Project" shall mean the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping of the System, including those costs associated with construction of elevated water tower no. 5;

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

♦ "Registrar" shall be the Finance Director, 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;

♦ "System" shall mean the municipal water utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all water treatment facilities, storage facilities, pumping stations and all related property and improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles;

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

Section 2. Authority. The Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A, 384.82 and 384.83 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Revenue Notes of the City of Storm Lake, in the County of Buena Vista, State of Iowa, each to be designated as "Taxable Water Revenue Capital Loan Note, Series 2024B", in the aggregate amount of $3,630,000, for the purpose of paying costs of the Project. The City Council, pursuant to Sections 384.24A and 384.83 of the Code of Iowa, hereby finds and determines that it is necessary and advisable to issue said Notes authorized by the Agreement and this Resolution.

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

Section 5. Note Details. Taxable Water Revenue Capital Loan Notes, Series 2024B, of the City in the amount of $3,630,000, shall be issued to evidence the obligations of the Issuer under the Agreement pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa for the aforesaid purpose. The Notes shall be designated "TAXABLE WATER REVENUE CAPITAL LOAN NOTE, SERIES 2024B", be dated the date of delivery, and bear interest at the rate of 3.77% per annum from the date of each advancement made under the Agreement, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2024, and semi-annually thereafter on the 1st day of June and December in each year until maturity as set forth on the Debt Service Schedule attached to the Agreement as Exhibit A and incorporated herein by this reference. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2026 and annually thereafter on the 1st day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2045. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Program. Payment of principal and interest on the Notes shall at all times conform to said Debt Service Schedule and the rules of the Program.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or imprinted with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Note. The Notes may be in the denomination of $1,000 or multiples thereof and shall at the request of the Original Purchaser be initially issued as a single Note in the denomination of $3,630,000 and numbered R-1.

Section 6. Initiation Fee and Servicing Fee. In addition to the payment of principal of and interest on the Notes, the Issuer also agrees to pay the Initiation Fee and the Servicing Fee as defined and in accordance with the terms of the Agreement.

Section 7. Redemption. The Notes are subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Original Purchaser or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Notes may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity, by giving not less than thirty (30) days' notice of redemption by certified or registered mail to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. The Notes are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The Finance Director is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

(b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the

Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

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

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

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

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

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and City Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

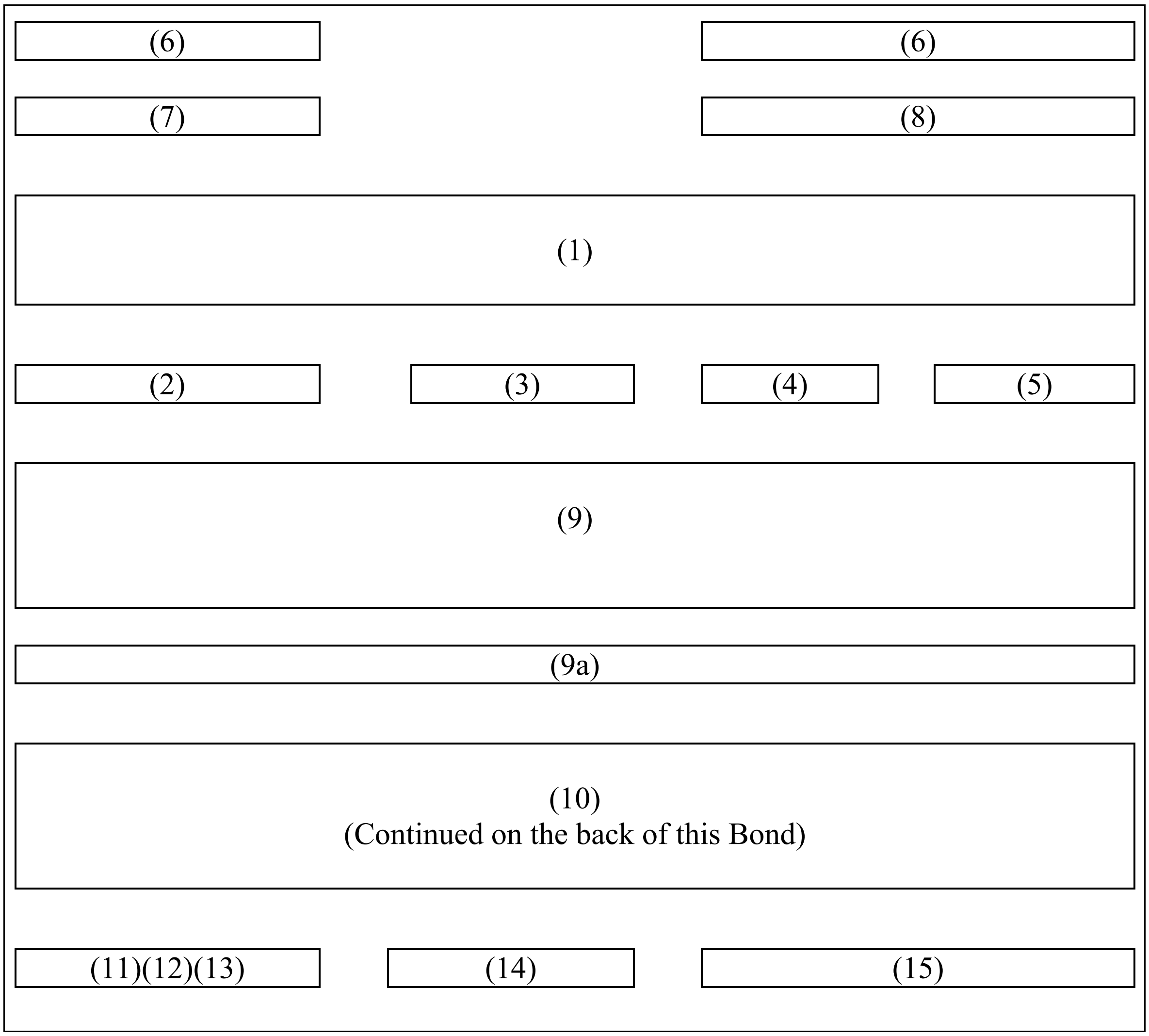



FIGURE 1
(Front)

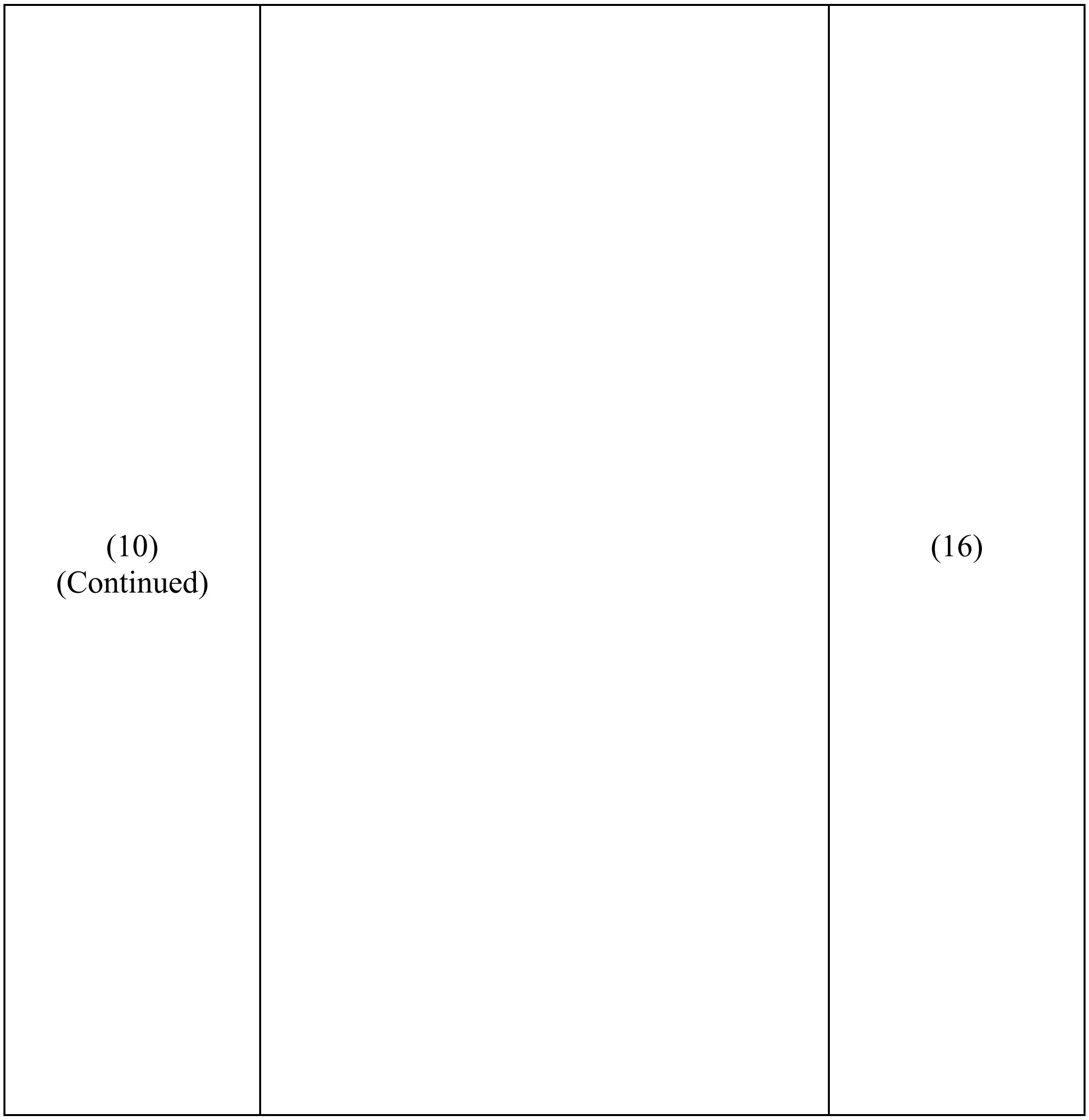



FIGURE 2
(Back)

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

Item 1, figure 1 = "STATE OF IOWA"
"COUNTY OF BUENA VISTA"
"CITY OF STORM LAKE"
"TAXABLE WATER REVENUE CAPITAL LOAN NOTE"
" SERIES 2024B"

Item 2, figure 1 = Rate: 3.77%
Item 3, figure 1 = Final Maturity: ________________________
Item 4, figure 1 = Note Date: ____________________________
Item 5, figure 1 = CUSIP # ____________________
Item 6, figure 1 = "Registered"
Item 7, figure 1 = Certificate No. R-1
Item 8, figure 1 = Principal Amount: $____________________

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

**IOWA FINANCE AUTHORITY**

Item 10, figure 1 = or registered assigns, the principal sum of (principal amount written out) in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Loan and Disbursement Agreement dated as of the date hereof until paid at the rate of 3.77% per annum, payable on December 1, 2024, and semi-annually thereafter on the 1st day of June and December in each year. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2026 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2045. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined and attached hereto based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Drinking Water Facilities Financing Program. Payment of principal and interest of this Note shall at all times conform to said Debt Service Schedule and the rules of the Drinking Water State Revolving Fund Program.

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

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the System, including those costs associated with construction of elevated water tower no. 5, and evidences amounts payable under a certain Loan and Disbursement Agreement dated as of the date hereof, in conformity to a Resolution of the City Council of the City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional notes or bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Loan and Disbursement Agreement and Resolution.

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

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

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

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, said City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of said City impressed hereon, and authenticated by the manual or facsimile signature of an authorized representative of the Registrar, the City Clerk of the City of Storm Lake, Iowa, all as of the __________ day of _______________, 2024.

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

CITY CLERK

By: ______________________________________________
Registrar

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

SEE REVERSE FOR CERTAIN DEFINITIONS

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

CITY OF STORM LAKE, STATE OF IOWA

By: (manual or facsimile signature)__________________________
Mayor

ATTEST:

By: (manual or facsimile signature)__________________________
City Clerk

Item 17, figure 2 = [Assignment Block]
[Information Required for Registration]

ASSIGNMENT

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

Dated: __________________________________________________

__________________________________________________

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

SIGNATURE )
GUARANTEED )__________________________________________________

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

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

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

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

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - .......... Custodian ..........
(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act..................
(State)

Section 14. Equality of Lien. The timely payment of principal of and interest on the Notes and Parity Obligations shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or delivery; and the Net Revenues of the System are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 15. Application of Note Proceeds - Project Fund. Proceeds of the Notes shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds of the System shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 16. User Rates. There has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. Said rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System.

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

Section 17. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the System shall be deposited as collected in a fund to be known as the Water Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

The provisions in the Prior Note Resolution heretofore adopted on September 16, 2019, whereby there was created and is to be maintained a Water Revenue Note Principal and Interest Sinking Fund, and for the monthly payment into said fund from the future Net Revenues of the System such portion thereof as will be sufficient to meet the principal and interest of the Outstanding Obligations, are hereby ratified and confirmed, and all such provisions inure to and constitute the security for the payment of the principal and interest on Notes hereby authorized to be issued; provided, however, that the amounts to be set aside and paid into the Water Revenue Note Principal and Interest Sinking Fund in equal monthly installments from the earnings shall be sufficient to pay the principal and interest due each year, not only on the Outstanding Obligations, but also the principal and interest of the Notes herein authorized to be issued and to maintain a reserve therefor. Section(s) 16, 19 and 21 of the Prior Note Resolution is/are hereby ratified, confirmed, adopted and incorporated herein as a part of this Resolution. Except as may be otherwise provided in the Prior Note Resolution, proceeds of the Notes or other funds may be invested in Permitted Investments.

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

At such time as the Outstanding Obligations are paid and so long as the Notes or Parity Obligations remain outstanding and unpaid the same are discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the system shall be deposited and collected in a fund to be known as the Revenue Fund, and shall be disbursed only as follows:

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

- Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay principal of and interest on the Notes and Parity Obligations. The fund shall be known as the Water Revenue Note Principal and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be an amount equal to 1/6th of the installment of interest coming due on the next interest payment date on the then outstanding Notes and Parity Obligations, plus 1/12th of the installment of principal coming due on such Notes on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligations as the same shall become due and payable.

- Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the Net Revenues of the System,

but subordinate to the Notes and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Notes or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.

- Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution, to pay for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Notes or Parity Obligations, any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which said funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the l0th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of said funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full.

Section 18. Investments. Moneys on hand in the Project Fund and all of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation, or its equivalent successor, and the deposits of 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 Iowa Code chapter 12C, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided. The provisions of this Section shall not be construed to require the Issuer to maintain separate accounts for the funds created by this Resolution.

The Sinking Fund shall be segregated in a separate account but may be invested in the same manner as other funds of the Issuer but designated as a trust fund on the books and records of the Issuer. The Sinking Fund shall not be available for any other purposes other than those specified in this Resolution.

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

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

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

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

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

(d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices and will diligently act to cause the books and accounts to be audited and reported upon by an Independent Auditor and will provide copies of the audit report to the Department, all as provided in the Agreement. The Original Purchaser and holders of any of the Notes and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.

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

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

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

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

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

(j) Loan and Disbursement Agreement. The Issuer will comply with the terms and conditions of the Loan and Disbursement Agreement and perform as provided thereunder.

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

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

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

(a) For the purpose of refunding any of the Notes or Parity Obligations which shall have matured or which shall mature not later than three months after the date of delivery of such refunding obligation and for the payment of which there shall be insufficient money in the Sinking Fund;

(b) For the purpose of making extensions, additions, improvements or replacements to the System, or refunding any outstanding Notes, Parity Obligations or other obligations issued for such extensions, additions and improvements, if all of the following conditions shall have been met:

(i) before any such Additional Obligations ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor, independent consulting engineer or independent financial

advisor, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Net Revenues of the System for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.10 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the then outstanding Notes or Parity Obligations for both principal of and interest on all Notes or Parity Obligations then outstanding which are payable from the Net Revenues of the System and the Additional Obligations then proposed to be issued.

For the purpose of determining the Net Revenues of the System for the preceding Fiscal Year as aforesaid, the amount of the gross revenues for such year may be adjusted by an independent consulting engineer, the Independent Auditor or the independent financial advisor, so as to reflect any changes in the amount of such revenues which would have resulted had any revision of the schedule of rates or charges imposed at or prior to the time of the issuance of any such Additional Bonds been in effect during all of such preceding Fiscal Year.

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

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

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

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

Section 22. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

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

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

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

Section 23. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 24. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Bonds and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

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

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

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

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

Section 25. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held or owned by or for the account of the Issuer, but including such Refunding Obligations as may have been issued for the purpose of refunding any of such Notes if such Refunding Obligations shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

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

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

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

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

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

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

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

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

Notwithstanding anything in this Section to the contrary, the holder or holders of 100% of the Notes and Parity Obligations may consent to any amendment of this Resolution, or waive any notices required hereunder, on such terms and under such conditions as said holders shall determine to be appropriate.

Section 26. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 27. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other Ordinances, Resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

Section 28. Rule of Construction. This Resolution and the terms and conditions of the Notes authorized hereby shall be construed whenever possible so as not to conflict with the terms and conditions of the Loan and Disbursement Agreement. In the event such construction is not possible, or in the event of any conflict or inconsistency between the terms hereof and those of the Loan and Disbursement Agreement, the terms of the Loan and Disbursement Agreement shall prevail and be given effect to the extent necessary to resolve any such conflict or inconsistency.

PASSED AND APPROVED this 1st day of July, 2024.

________________________________________
Mayor

ATTEST:

________________________________________
City Clerk

# CERTIFICATE

STATE OF IOWA )
) SS
COUNTY OF BUENA VISTA )

I, the undersigned City Clerk of the City of Storm Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the City Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this __________ day of _______________, 2024.

___________________________________
City Clerk, City of Storm Lake, State of Iowa

(SEAL)

02368379\11149-141

DELIVERY CERTIFICATE

We, the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Storm Lake, State of Iowa; that in pursuance of the provisions of Sections 384.24A and 384.83, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered and authenticated and delivered one fully registered Taxable Water Revenue Capital Loan Note, Series 2024B, of said City of Storm Lake, State of Iowa, in the amount of $3,630,000, dated the date of delivery, bearing interest at the rate of 3.77% per annum set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference.

The Note has been executed with the manual signature of the Mayor and the manual signature of the Clerk of said City

The Note has been delivered to:

Iowa Finance Authority of Des Moines, Iowa,

and has been paid for in accordance with the terms of the contract of sale and at a price of par.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned officers to their respective positions, or the validity of the Note, or the pledge of the net earnings of the municipal water system, (the "Utility"), to the payment of the Note or the power and duty of the City to construct, own and operate its Utility as a revenue producing undertaking and to provide, charge and apply adequate rates and charges for the full and prompt payment of the principal and interest of the Note, and that none of the proceedings or authority for the issuance of the Note has been repealed, revoked, rescinded, or modified in any manner.

We further certify that each of the officers whose signatures appear on the Note were in occupancy and possession of their respective offices at the time the Note was executed and do hereby adopt and affirm their signatures appearing in the Note.

We further certify that the present financial condition of the City is as follows:

| | |
|---|---|
| Total water revenue bonded indebtedness, including above-mentioned Water Revenue Capital Loan Note | $9,900,000 |
| All other indebtedness of any kind, payable from Water Revenues | $0 |

IN WITNESS WHEREOF, we have hereunto affixed our hands at Storm Lake, Iowa, this ___________ day of ________________, 2024.

_______________________________________________
Mayor

_______________________________________________
City Clerk

_______________________________________________
Finance Director

(SEAL)

LOAN AND DISBURSEMENT AGREEMENT
$3,630,000 TAXABLE WATER REVENUE CAPITAL LOAN NOTES, SERIES 2024B

This Loan and Disbursement Agreement (the "Agreement") is made and entered into as of July 12, 2024 by and between the City of Storm Lake, Iowa (the "Participant") and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the "Issuer").

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

(c) "Project" shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to the operation or infrastructure of the Water System for the purpose of providing safe drinking water to the customers thereof, as described in the Resolution.

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

(e) "Resolution" shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the Taxable Water Revenue Capital Loan Notes, Series 2024B, attached hereto as Exhibit B, adopted on July 1, 2024, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (as defined herein).

(f) "Water System" shall mean the drinking water system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the water facilities which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued water revenue bond or capital loan note of the Participant (the "Revenue Bond") in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of $3,630,000 (the "Loan").

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

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

(a) a completed payment request on a form acceptable to and available from the Issuer;

(b) current construction payment estimates;

(c) engineering service statements;

(d) purchase orders or invoices for items not included within other contracts; and

(e) evidence that the costs for which the disbursement is requested have been incurred.

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

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be p 05/01/2020 the Participant via automated clearinghouse system transfer to the account specified by the Participant.

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

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

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

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

The Revenue Bond and the interest thereon and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Water System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond and the interest thereon or to otherwise discharge the Participant's obligation hereunder.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (but not to exceed $100,000.00) ($18,150.00), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

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

(c) The Loan shall bear interest at 3.77% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 4.02%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Water System; (ii) to maintain its Water System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of its respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Water System, which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Water System, (B) to produce and maintain Net Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Water System and to make any other payments required by the laws of the

State of Iowa, (E) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Water System.

Section 8. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Water System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Water System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) unless the Participant has received a waiver and consent from the Issuer, it shall not sell, lease or in any manner dispose of the Water System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the Revenue Bond shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Water System or essential to the continued operation thereof.

Section 9. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles ("GAAP") as issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

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

Section 10. Continuing Disclosure. As a means of enabling the Issuer to comply with the "continuing disclosure" requirements set forth in Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, but only upon written notification from the Issuer to the Participant that this Section 11 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Water System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 11. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an "Event of Default" under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Water System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 12. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 13. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 14. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 15. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 16. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

Section 17. Application of Uniform Electronic Transactions Act. The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF STORM LAKE, IOWA

By: ________________________________
Mayor

Attest:

________________________
City Clerk

[Participant Signature Page to LDA]

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: ________________________________

Its:

[IFA Signature Page to LDA]

## EXHIBIT A

## ESTIMATED DISBURSEMENTS AND
## DEBT SERVICE REPAYMENT SCHEDULE

## EXHIBIT B

## AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT

| | |
|---|---|
| **REGISTERED** | **REGISTERED** |
| **Certificate No. R-1** | **Principal Amount $3,630,000** |

**UNITED STATES OF AMERICA**
**STATE OF IOWA**
**COUNTY OF BUENA VISTA**
**CITY OF STORM LAKE**
**TAXABLE WATER REVENUE CAPITAL LOAN NOTE**
**SERIES 2024B**
**TAXABLE FOR FEDERAL INCOME TAX PURPOSES**

| **Interest Rate** | **Final Maturity Date** | **Note Date** |
|---|---|---|
| **3.77%** | **June 1, 2045** | **July 12, 2024** |

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

**Iowa Finance Authority, Des Moines, Iowa**

or registered assigns, the principal sum of THREE MILLION SIX HUNDRED THIRTY THOUSAND DOLLARS in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Loan and Disbursement Agreement dated as of the date hereof until paid at the rate of 3.77% per annum, payable on December 1, 2024, and semi-annually thereafter on the 1st day of June and December in each year. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2026 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2045. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined and attached hereto based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Drinking Water Facilities Financing Program. Payment of principal and interest of this Note shall at all times conform to said Debt Service Schedule and the rules of the Drinking Water State Revolving Fund Program.

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

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the System, including those costs associated with construction of elevated water tower no. 5, and evidences amounts payable under a certain Loan and Disbursement Agreement dated as of the date hereof, in conformity to a Resolution of the City Council of said City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional notes or bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Loan and Disbursement Agreement and Resolution.

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

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

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

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, said City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of said City impressed hereon, and authenticated by the manual or facsimile signature of an authorized representative of the Registrar, the City Clerk of the City of Storm Lake, Iowa, all as of the __________ day of _______________, 2024.

Date of authentication: ________________

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

CITY CLERK, Registrar

By: ______________________________________
Authorized Signature

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

CITY OF STORM LAKE, STATE OF IOWA

By: ______________________________________
Mayor

ATTEST:

By: ______________________________________
City Clerk

(SEAL)

# ASSIGNMENT

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

Dated: __________________________________________________

__________________________________________________

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

SIGNATURE )
GUARANTEED)__________________________________________________

## IMPORTANT - READ CAREFULLY

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

## INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

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

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

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

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

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

02368534\11149-141

AHLERS COONEY
ATTORNEYS

**Ahlers & Cooney, P.C.**
*Attorneys at Law*
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
**Phone:** 515-243-7611
**Fax:** 515-243-2149
**www.ahlerslaw.com**
Kristin B. Cooper
515.246.0330
kcooper@ahlerslaw.com

June 21, 2024

**VIA EMAIL**

Mayra Martinez
City Clerk
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588
martinez@stormlake.org

RE: Storm Lake, Iowa - $3,630,000 Taxable Water Revenue Capital Loan Notes, Series 2024B (Iowa Drinking Water Facilities Financing Program)

Dear Mayra:

With this letter I am enclosing a resolution approving and authorizing the form of Loan and Disbursement Agreement and authorizing the issuance of the above Note to the Iowa Finance Authority (the "Authority"). The Loan and Disbursement Agreement sets forth a number of covenants and agreements on the part of the City with respect to the repayment of the Loan.

I am also enclosing the final closing certificates. Please leave the Delivery Certificate undated. Please return these certificates and a copy of the Loan Agreement to me for holding and review before the closing.

An original form of Note R-1 is enclosed as well. The Note should be manually signed by the Mayor and City Clerk on the lines indicated on page 3, the seal of the City should be impressed as indicated and the Treasurer should manually execute as the Registrar where indicated. The date of authentication and date of delivery will be inserted as of the actual closing date of the Loan. The completed Note also should be returned to us for holding prior to closing.

We appreciate the opportunity to work with you. If any questions arise, please don't hesitate to call.

Very truly yours,

Ahlers & Cooney, P.C.

Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb

cc: Brian Oakleaf, Finance Director, City of Storm Lake (oakleaf@stormlake.org)
Keri Navratil, City Manager, City of Storm Lake (navratil@stormlake.org)
Tim Oswald, Piper Sandler & Co. (Timothy.Oswald@psc.com)

02368242\11149-141

## TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Storm Lake, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of a $3,630,000 Taxable Water Revenue Capital Loan Note, Series 2024B, of the City dated July 12, 2024, and that said transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Note, and that the City Council consists of a Mayor and five (5) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Note were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the City Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the City Council all pursuant to the provisions and in accordance with the conditions of the local rules of the City Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Note or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this __________ day of _______________, 2024, at Storm Lake, Iowa.

________________________________________
City Clerk, City of Storm Lake, State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

| | |
|---|---|
| Mayor | Michael Porsch<br><br>____________________________________<br>(Original Signature) |
| City Clerk | Mayra A. Martinez<br><br>____________________________________<br>(Original Signature) |
| Finance Director | Brian Oakleaf<br><br>____________________________________<br>(Original Signature) |

STATE OF IOWA )
) SS
COUNTY OF BUENA VISTA )

Subscribed and sworn to before me by Michael Porsch, Mayra A. Martinez and Brian Oakleaf on this __________ day of _______________, 2024.

_________________________________________
Notary Public in and for Buena Vista County, Iowa

(SEAL)

02368521\11149-141

**RESOLUTION NO. 03-R-2024-2025**

**A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF STORM LAKE AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF $3,630,000 TAXABLE WATER REVENUE CAPITAL LOAN NOTES, SERIES 2024B, OF THE CITY OF STORM LAKE, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES**

WHEREAS, the City Council of the City of Storm Lake, Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the municipal water system, sometimes hereinafter referred to as the "System", and said revenues are available for the payment of Taxable Water Revenue Capital Loan Notes, Series 2024B, subject to the following premises; and

WHEREAS, the Issuer proposes to issue its Taxable Water Revenue Capital Loan Notes, Series 2024B, to the extent of $3,630,000, for the purpose of defraying the costs of the Project as set forth in Section 1 of this Resolution; and, it is deemed necessary and advisable and in the best interests of the City that a form of Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, be approved and authorized; and

WHEREAS, there have been heretofore issued $2,185,000 Water Revenue Refunding Capital Loan Notes, Series 2019, dated September 26, 2019 (the “Outstanding Obligations”), part of which remain outstanding and are a lien on the Net Revenues of the System; and

WHEREAS, in the resolution authorizing the issuance of the Outstanding Obligations it is provided that additional revenue notes or bonds may be issued on a parity with the outstanding obligations, for the costs of future improvements and extensions to the System, provided that there has been procured and placed on file with the City Clerk, a statement complying with the conditions and limitations therein imposed upon the issuance of said parity notes or bonds; and

WHEREAS, a statement of Piper Sandler & Co., an independent financial consultant not in the regular employ of Issuer, has been placed on file in the office of the City Clerk prior to Closing, showing the conditions and limitations of said Resolution adopted September 16, 2019, with regard to the sufficiency of the revenues of the System to permit the issuance of additional revenue notes or bonds ranking on a parity with the outstanding notes or bonds to have been met and satisfied as required; and

WHEREAS, simultaneously with this issue, the City intends to issue $4,258,000 Water Revenue Capital Loan Notes, Series 2024A.

WHEREAS, the notice of intention of Issuer to take action for the issuance of $3,630,000 Taxable Water Revenue Capital Loan Notes, Series 2024B, has heretofore been duly published and no objections to such proposed action have been filed.

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

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

♦ "Additional Obligations" shall mean any water revenue bonds or notes or other obligations issued on a parity with the Notes in accordance with the provisions of Section 21 hereof.

♦ "Agreement" shall mean a Loan and Disbursement Agreement dated as of the Closing between the City and the Original Purchaser, relating to the Loan made to the City under the Program;

♦ "City Clerk" shall mean the City Clerk or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities;

♦ "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Loan;

♦ "Corporate Seal" shall mean the official seal of Issuer adopted by the Governing Body;

♦ "Fiscal Year" shall mean the twelve months' period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System; provided, that the requirements of a fiscal year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the fiscal year and include any payment of principal or interest falling due on the first day of the succeeding fiscal year;

♦ "Governing Body" shall mean the City Council, or its successor in function with respect to the operation and control of the System;

♦ "Independent Auditor" shall mean an independent firm of certified public accountants or the Auditor of State;

♦ "Issuer" and "City" shall mean the City of Storm Lake, Iowa;

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

♦ "Net Revenues" shall mean gross earnings of the System after deduction of Current Expenses; "Current Expenses" shall mean and include the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies, but excluding depreciation and principal of and interest on the Notes and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses;

♦ "Notes" or "Note" shall mean $3,630,000 Taxable Water Revenue Capital Loan Notes, Series 2024B, authorized to be issued by this Resolution;

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

♦ "Outstanding Obligations" shall mean the Water Revenue Refunding Capital Loan Notes, Series 2019, dated September 26, 2019, issued in accordance with the Resolution adopted September 16, 2019, $2,012,000 of which obligations are still outstanding and unpaid and remain a lien on the Net Revenues of the System;

♦ "Parity Obligations" shall mean notes or bonds payable solely from the Net Revenues of the System on an equal basis with the Notes herein authorized to be issued and shall include Additional Obligations as authorized to be issued under the terms of this Resolution and the Outstanding Obligations;

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

♦ "Permitted Investments" shall mean:

- direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;

- cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the above paragraph);

- obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:

-Export - Import Bank
-Farm Credit System Financial Assistance Corporation
-USDA - Rural Development
-General Services Administration
-U.S. Maritime Administration
-Small Business Administration
-Government National Mortgage Association (GNMA)
-U.S. Department of Housing & Urban Development (PHA's)
-Federal Housing Administration

- repurchase agreements whose underlying collateral consists of the investments set out above if the Issuer takes delivery of the collateral either directly or through an authorized custodian. Repurchase agreements do not include reverse repurchase agreements;

- senior debt obligations rated "AAA" by Standard & Poor's Corporation (S&P) or "Aaa" by Moody's Investors Service Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;

- U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

- commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P or "P-1" by Moody's and which matures not more than 270 days after the date of purchase;

- investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;

- pre-refunded Municipal Obligations, defined as any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P or Moody's or any successors thereto; or (b)(i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct obligations of the Department of the Treasury of the United States of America, which escrow may be applied only to the payment of such principal of and

interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

• tax exempt bonds as defined and permitted by section 148 of the Internal Revenue Code and applicable regulations and only if rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa;

• an investment contract rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa; and

• Iowa Public Agency Investment Trust.

♦ "Prior Note Resolution" shall mean the resolution of the City Council adopted on September 16, 2019, authorizing the issuance of the Water Revenue Capital Loan Notes, Series 2019, dated September 26, 2019;

♦ "Program" shall mean the Iowa Drinking Water Facilities Financing Program undertaken by the Original Purchaser;

♦ "Project" shall mean the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping of the System, including those costs associated with construction of elevated water tower no. 5;

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

♦ "Registrar" shall be the Finance Director, 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;

♦ "System" shall mean the municipal water utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all water treatment facilities, storage facilities, pumping stations and all related property and improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles;

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

Section 2. Authority. The Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A, 384.82 and 384.83 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Revenue Notes of the City of Storm Lake, in the County of Buena Vista, State of Iowa, each to be designated as "Taxable Water Revenue Capital Loan Note, Series 2024B", in the aggregate amount of $3,630,000, for the purpose of paying costs of the Project. The City Council, pursuant to Sections 384.24A and 384.83 of the Code of Iowa, hereby finds and determines that it is necessary and advisable to issue said Notes authorized by the Agreement and this Resolution.

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

Section 5. Note Details. Taxable Water Revenue Capital Loan Notes, Series 2024B, of the City in the amount of $3,630,000, shall be issued to evidence the obligations of the Issuer under the Agreement pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa for the aforesaid purpose. The Notes shall be designated "TAXABLE WATER REVENUE CAPITAL LOAN NOTE, SERIES 2024B", be dated the date of delivery, and bear interest at the rate of 3.77% per annum from the date of each advancement made under the Agreement, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2024, and semi-annually thereafter on the 1st day of June and December in each year until maturity as set forth on the Debt Service Schedule attached to the Agreement as Exhibit A and incorporated herein by this reference. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2026 and annually thereafter on the 1st day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2045. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Program. Payment of principal and interest on the Notes shall at all times conform to said Debt Service Schedule and the rules of the Program.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or imprinted with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Note. The Notes may be in the denomination of $1,000 or multiples thereof and shall at the request of the Original Purchaser be initially issued as a single Note in the denomination of $3,630,000 and numbered R-1.

Section 6. Initiation Fee and Servicing Fee. In addition to the payment of principal of and interest on the Notes, the Issuer also agrees to pay the Initiation Fee and the Servicing Fee as defined and in accordance with the terms of the Agreement.

Section 7. Redemption. The Notes are subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Original Purchaser or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Notes may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity, by giving not less than thirty (30) days' notice of redemption by certified or registered mail to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. The Notes are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The Finance Director is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

(b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the

Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

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

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

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

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

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and City Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

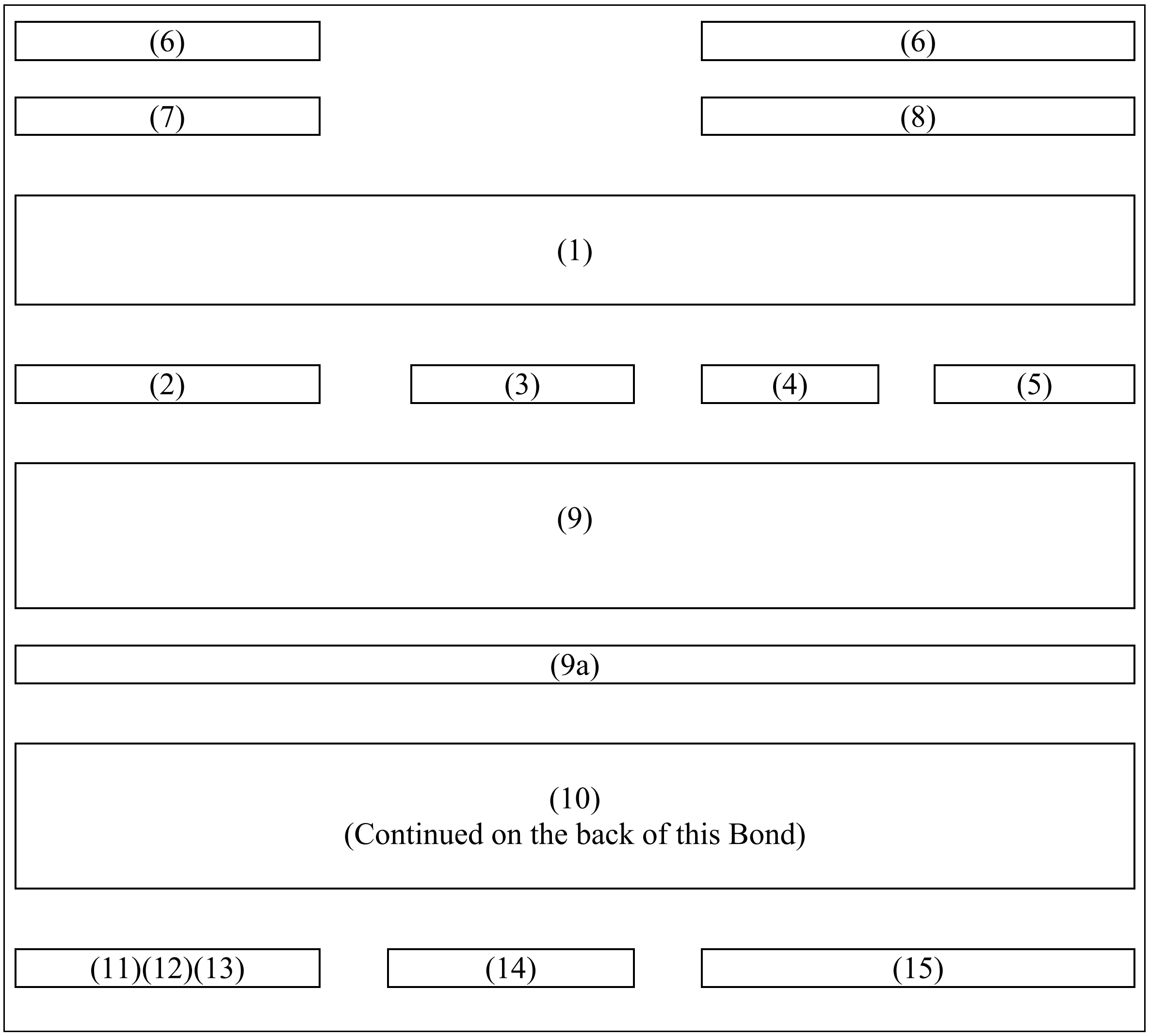



FIGURE 1
(Front)

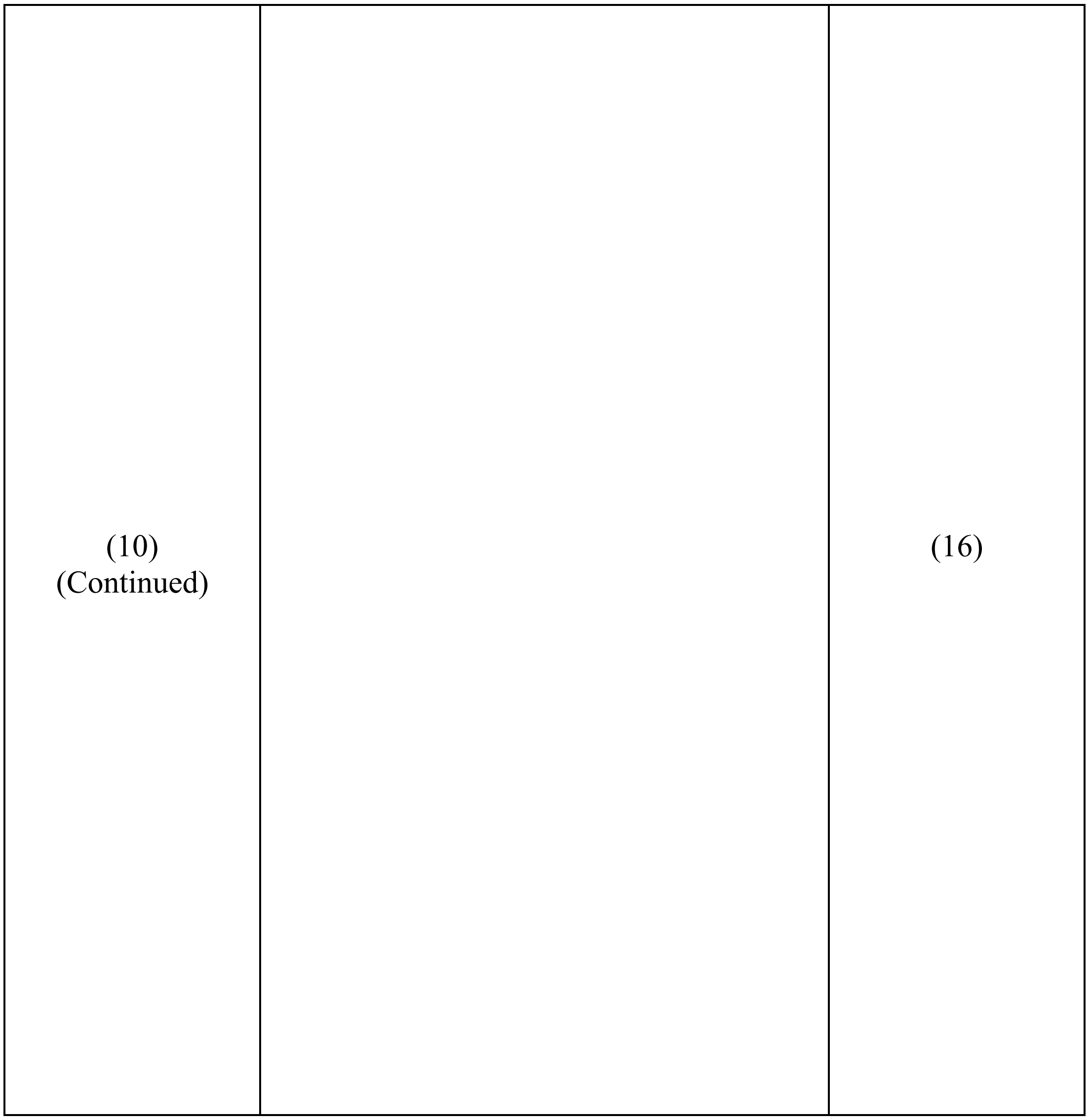



FIGURE 2
(Back)

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

Item 1, figure 1 = "STATE OF IOWA"
"COUNTY OF BUENA VISTA"
"CITY OF STORM LAKE"
"TAXABLE WATER REVENUE CAPITAL LOAN NOTE"
" SERIES 2024B"

Item 2, figure 1 = Rate: 3.77%
Item 3, figure 1 = Final Maturity: ________________________
Item 4, figure 1 = Note Date: ____________________________
Item 5, figure 1 = CUSIP # ____________________
Item 6, figure 1 = "Registered"
Item 7, figure 1 = Certificate No. R-1
Item 8, figure 1 = Principal Amount: $____________________

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

**IOWA FINANCE AUTHORITY**

Item 10, figure 1 = or registered assigns, the principal sum of (principal amount written out) in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Loan and Disbursement Agreement dated as of the date hereof until paid at the rate of 3.77% per annum, payable on December 1, 2024, and semi-annually thereafter on the 1st day of June and December in each year. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2026 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2045. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined and attached hereto based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Drinking Water Facilities Financing Program. Payment of principal and interest of this Note shall at all times conform to said Debt Service Schedule and the rules of the Drinking Water State Revolving Fund Program.

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

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the System, including those costs associated with construction of elevated water tower no. 5, and evidences amounts payable under a certain Loan and Disbursement Agreement dated as of the date hereof, in conformity to a Resolution of the City Council of the City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional notes or bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Loan and Disbursement Agreement and Resolution.

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

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

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

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, said City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of said City impressed hereon, and authenticated by the manual or facsimile signature of an authorized representative of the Registrar, the City Clerk of the City of Storm Lake, Iowa, all as of the __________ day of _______________, 2024.

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

CITY CLERK

By: ____________________________________________
Registrar

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

SEE REVERSE FOR CERTAIN DEFINITIONS

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

CITY OF STORM LAKE, STATE OF IOWA

By: (manual or facsimile signature)________________________
Mayor

ATTEST:

By: (manual or facsimile signature)________________________
City Clerk

Item 17, figure 2 = [Assignment Block]
[Information Required for Registration]

ASSIGNMENT

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

Dated: _________________________________________________

_________________________________________________

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

SIGNATURE )
GUARANTEED )_________________________________________________

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

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

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

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

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - .......... Custodian ..........
(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act..................
(State)

Section 14. Equality of Lien. The timely payment of principal of and interest on the Notes and Parity Obligations shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or delivery; and the Net Revenues of the System are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 15. Application of Note Proceeds - Project Fund. Proceeds of the Notes shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds of the System shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 16. User Rates. There has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. Said rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System.

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

Section 17. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the System shall be deposited as collected in a fund to be known as the Water Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

The provisions in the Prior Note Resolution heretofore adopted on September 16, 2019, whereby there was created and is to be maintained a Water Revenue Note Principal and Interest Sinking Fund, and for the monthly payment into said fund from the future Net Revenues of the System such portion thereof as will be sufficient to meet the principal and interest of the Outstanding Obligations, are hereby ratified and confirmed, and all such provisions inure to and constitute the security for the payment of the principal and interest on Notes hereby authorized to be issued; provided, however, that the amounts to be set aside and paid into the Water Revenue Note Principal and Interest Sinking Fund in equal monthly installments from the earnings shall be sufficient to pay the principal and interest due each year, not only on the Outstanding Obligations, but also the principal and interest of the Notes herein authorized to be issued and to maintain a reserve therefor. Section(s) 16, 19 and 21 of the Prior Note Resolution is/are hereby ratified, confirmed, adopted and incorporated herein as a part of this Resolution. Except as may be otherwise provided in the Prior Note Resolution, proceeds of the Notes or other funds may be invested in Permitted Investments.

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

At such time as the Outstanding Obligations are paid and so long as the Notes or Parity Obligations remain outstanding and unpaid the same are discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the system shall be deposited and collected in a fund to be known as the Revenue Fund, and shall be disbursed only as follows:

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

- Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay principal of and interest on the Notes and Parity Obligations. The fund shall be known as the Water Revenue Note Principal and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be an amount equal to 1/6th of the installment of interest coming due on the next interest payment date on the then outstanding Notes and Parity Obligations, plus 1/12th of the installment of principal coming due on such Notes on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligations as the same shall become due and payable.

- Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the Net Revenues of the System,

but subordinate to the Notes and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Notes or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.

- Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution, to pay for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Notes or Parity Obligations, any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which said funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the l0th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of said funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full.

Section 18. Investments. Moneys on hand in the Project Fund and all of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation, or its equivalent successor, and the deposits of 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 Iowa Code chapter 12C, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided. The provisions of this Section shall not be construed to require the Issuer to maintain separate accounts for the funds created by this Resolution.

The Sinking Fund shall be segregated in a separate account but may be invested in the same manner as other funds of the Issuer but designated as a trust fund on the books and records of the Issuer. The Sinking Fund shall not be available for any other purposes other than those specified in this Resolution.

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

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

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

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

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

(d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices and will diligently act to cause the books and accounts to be audited and reported upon by an Independent Auditor and will provide copies of the audit report to the Department, all as provided in the Agreement. The Original Purchaser and holders of any of the Notes and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.

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

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

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

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

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

(j) Loan and Disbursement Agreement. The Issuer will comply with the terms and conditions of the Loan and Disbursement Agreement and perform as provided thereunder.

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

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

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

(a) For the purpose of refunding any of the Notes or Parity Obligations which shall have matured or which shall mature not later than three months after the date of delivery of such refunding obligation and for the payment of which there shall be insufficient money in the Sinking Fund;

(b) For the purpose of making extensions, additions, improvements or replacements to the System, or refunding any outstanding Notes, Parity Obligations or other obligations issued for such extensions, additions and improvements, if all of the following conditions shall have been met:

(i) before any such Additional Obligations ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor, independent consulting engineer or independent financial

advisor, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Net Revenues of the System for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.10 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the then outstanding Notes or Parity Obligations for both principal of and interest on all Notes or Parity Obligations then outstanding which are payable from the Net Revenues of the System and the Additional Obligations then proposed to be issued.

For the purpose of determining the Net Revenues of the System for the preceding Fiscal Year as aforesaid, the amount of the gross revenues for such year may be adjusted by an independent consulting engineer, the Independent Auditor or the independent financial advisor, so as to reflect any changes in the amount of such revenues which would have resulted had any revision of the schedule of rates or charges imposed at or prior to the time of the issuance of any such Additional Bonds been in effect during all of such preceding Fiscal Year.

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

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

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

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

Section 22. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

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

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

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

Section 23. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 24. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Bonds and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

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

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

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

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

Section 25. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held or owned by or for the account of the Issuer, but including such Refunding Obligations as may have been issued for the purpose of refunding any of such Notes if such Refunding Obligations shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

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

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

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

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

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

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

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

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

Notwithstanding anything in this Section to the contrary, the holder or holders of 100% of the Notes and Parity Obligations may consent to any amendment of this Resolution, or waive any notices required hereunder, on such terms and under such conditions as said holders shall determine to be appropriate.

Section 26. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 27. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other Ordinances, Resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

Section 28. Rule of Construction. This Resolution and the terms and conditions of the Notes authorized hereby shall be construed whenever possible so as not to conflict with the terms and conditions of the Loan and Disbursement Agreement. In the event such construction is not possible, or in the event of any conflict or inconsistency between the terms hereof and those of the Loan and Disbursement Agreement, the terms of the Loan and Disbursement Agreement shall prevail and be given effect to the extent necessary to resolve any such conflict or inconsistency.

PASSED AND APPROVED this 1st day of July, 2024.

______________________________
Michael Porsch, Mayor

ATTEST:

______________________________
Mayra A. Martinez, City Clerk

## Staff Summary

**07/01/2024**
**Agenda Item # F.3.**

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

**REPORT TO:** Honorable Mayor & Council

**FROM:** Brian Oakleaf Finance Director

**SUBJECT:**

**Resolution No. 04-R-2024-2025 Approving And Authorizing A Form Of Loan And Disbursement Agreement By And Between The City Of Storm Lake, Iowa, And The Iowa Finance Authority, And Authorizing And Providing For The Issuance And Securing The Payment Of $4,258,000 Water Revenue Capital Loan Notes, Series 2024A, Of The City Of Storm Lake, Iowa, Under The Provisions Of The Code Of Iowa, And Providing For A Method Of Payment Of Said Notes And Approving Form Of Tax Exemption Certificate**

**BACKGROUND:** This Resolution would authorize the issuance of $4,258,000 Water Revenue CLN to The Iowa Finance Authority, acknowledge and approve the form of Loan and Disbursement Agreement and the terms of the SRF loan program.

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

**FISCAL IMPACT:** The Issuance Fee will be $37,790. There will be an $21,290 Initiation fee for entering into the Agreement. The Interest Rate shall be 2.50%, the Servicing Fee will be 0.25%. Proceeds of the Loan shall be made available in the form of one or more periodic disbursements as provided in the Agreement. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of proper documentation.

**RECOMMENDATION:** Approve Resolution No. 04-R-2024-2025

**ATTACHMENTS:**

- **Storm Lake (134) - Delivery Certificate 2024A Water Revenue SRF (02367725x7F7E1).DOCX**
- **Storm Lake (134) - Loan and Disbursement Agreement 2024A Water Revenue SRF (02367748x7F7E1).DOCX**
- **Storm Lake (134) - PDF Form of Note with Schedule 2024A Water Revenue SRF (02369083x7F7E1).PDF**
- **Storm Lake (134) - Tax Exemption Certificate 2024A Water Revenue SRF (02367005x7F7E1).DOCX**

**Storm Lake (134) - Transcript Certificate 2024A Water Revenue SRF (02367692x7F7E1).DOCX**
**Storm Lake - Authorizing Resolution 04-R-2024-2025 Series 2024A Water Revenue SRF.docx**
**Resolution No. 04-R-2024-2025 - Resolution Authorizing Loan For $4.258 Water Revenue Capital Loan.docx**

DELIVERY CERTIFICATE

We, the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Storm Lake, State of Iowa; that in pursuance of the provisions of Sections 384.24A and 384.83, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered and authenticated and delivered one fully registered Water Revenue Capital Loan Note, Series 2024A, of said City of Storm Lake, State of Iowa, in the amount of $4,258,000, dated the date of delivery, bearing interest at the rate of 2.50% per annum set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference.

The Note has been executed with the manual signature of the Mayor and the manual signature of the Clerk of said City

The Note has been delivered to:

Iowa Finance Authority of Des Moines, Iowa,

and has been paid for in accordance with the terms of the contract of sale and at a price of par.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned officers to their respective positions, or the validity of the Note, or the pledge of the net earnings of the municipal water system, (the "Utility"), to the payment of the Note or the power and duty of the City to construct, own and operate its Utility as a revenue producing undertaking and to provide, charge and apply adequate rates and charges for the full and prompt payment of the principal and interest of the Note, and that none of the proceedings or authority for the issuance of the Note has been repealed, revoked, rescinded, or modified in any manner.

We further certify that each of the officers whose signatures appear on the Note were in occupancy and possession of their respective offices at the time the Note was executed and do hereby adopt and affirm their signatures appearing in the Note.

We further certify that the present financial condition of the City is as follows:

| | |
|---|---|
| Total water revenue bonded indebtedness, including above-mentioned Water Revenue Capital Loan Note | $9,900,000 |
| All other indebtedness of any kind, payable from Water Revenues | $0 |

IN WITNESS WHEREOF, we have hereunto affixed our hands at Storm Lake, Iowa, this ___________ day of ________________, 2024.

________________________________________
Mayor

________________________________________
City Clerk

________________________________________
Finance Director

(SEAL)

02367725\11149-134

LOAN AND DISBURSEMENT AGREEMENT
$4,258,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2024A

This Loan and Disbursement Agreement (the "Agreement") is made and entered into as of July 12, 2024 by and between the City of Storm Lake, Iowa (the "Participant") and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the "Issuer").

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

(c) "Project" shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to the operation or infrastructure of the Water System for the purpose of providing safe drinking water to the customers thereof, as described in the Resolution.

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

(e) "Resolution" shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the Water Revenue Capital Loan Notes, Series 2024A, attached hereto as Exhibit B, adopted on July 1, 2024, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (as defined herein).

(f) "Water System" shall mean the drinking water system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the water facilities which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued water revenue bond or capital loan note of the Participant (the "Revenue Bond") in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of $4,258,000 (the "Loan").

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

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

(a) a completed payment request on a form acceptable to and available from the Issuer;

(b) current construction payment estimates;

(c) engineering service statements;

(d) purchase orders or invoices for items not included within other contracts; and

(e) evidence that the costs for which the disbursement is requested have been incurred.

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

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to the Participant via automated clearinghouse system transfer to the account specified by the Participant.

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

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

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

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

The Revenue Bond and the interest thereon and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Water System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond and the interest thereon or to otherwise discharge the Participant's obligation hereunder.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (but not to exceed $100,000.00) ($21,290.00), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

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

(c) The Loan shall bear interest at 2.50% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 2.75%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Water System; (ii) to maintain its Water System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of its respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Water System, which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Water System, (B) to produce and maintain Net Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Water System and to make any other payments required by the laws of the

State of Iowa, (E) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Water System.

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

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

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

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

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

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

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

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

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

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

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

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the "continuing disclosure" requirements set forth in Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, but only upon written notification from the Issuer to the Participant that this Section 11 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Water System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an "Event of Default" under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Water System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

Section 18. Application of Uniform Electronic Transactions Act. The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF STORM LAKE, IOWA

By: ______________________________
Mayor

Attest:

______________________
City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: ___________________________________
Its:

[IFA Signature Page to LDA]

# EXHIBIT A

## ESTIMATED DISBURSEMENTS AND
## DEBT SERVICE REPAYMENT SCHEDULE

## EXHIBIT B

## AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT

**REGISTERED** | **REGISTERED**
**Certificate No. R-1** | **Principal Amount $4,258,000**

**UNITED STATES OF AMERICA**
**STATE OF IOWA**
**COUNTY OF BUENA VISTA**
**CITY OF STORM LAKE**
**WATER REVENUE CAPITAL LOAN NOTE**
**SERIES 2024A**

| **Interest Rate** | **Final Maturity Date** | **Note Date** |
|---|---|---|
| **2.50%** | **June 1, 2045** | **July 12, 2024** |

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

**Iowa Finance Authority, Des Moines, Iowa**

or registered assigns, the principal sum of FOUR MILLION TWO HUNDRED FIFTY-EIGHT THOUSAND DOLLARS in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Loan and Disbursement Agreement dated as of the date hereof until paid at the rate of 2.50% per annum, payable on December 1 2024, and semi-annually thereafter on the 1st day of June and December in each year. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2026 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2045. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined and attached hereto based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Drinking Water Facilities Financing Program. Payment of principal and interest of this Note shall at all times conform to said Debt Service Schedule and the rules of the Drinking Water State Revolving Fund Program.

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

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the System, including those costs associated with construction of elevated water tower no. 5, and evidences amounts payable under a certain Loan and Disbursement Agreement dated as of the date hereof, in conformity to a Resolution of the City Council of said City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional notes or bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Loan and Disbursement Agreement and Resolution.

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

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

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

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, said City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of said City impressed hereon, and authenticated by the manual or facsimile signature of an authorized representative of the Registrar, the City Clerk of the City of Storm Lake, Iowa, all as of the __________ day of _______________, 2024.

Date of authentication: ________________

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

CITY CLERK, Registrar

By: ______________________________________
Authorized Signature

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

CITY OF STORM LAKE, STATE OF IOWA

By: ______________________________________
Mayor

ATTEST:

By: ______________________________________
City Clerk

(SEAL)

ASSIGNMENT

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

Dated: __________________________________________________

__________________________________________________

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

SIGNATURE )
GUARANTEED)__________________________________________________

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

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

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

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

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

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

02367768\11149-134

EXHIBIT A

## Storm Lake, Iowa

**Dated Date = 07/12/2024** **Delivery Date = 07/12/2024**

| Maturity Dates | Term Bond Maturities | Bond Redemptions | Proceeds | Coupon Rate | Yield | Price | Interest Amount | Total Debt Service | FY(ends 06/30) Debt Service |
|---|---|---|---|---|---|---|---|---|---|
| 12/01/2024 | - | - | - | - | - | - | 41,101.53 | 41,101.53 | - |
| 06/01/2025 | - | - | - | - | - | - | 53,225.00 | 53,225.00 | 94,326.53 |
| 12/01/2025 | - | - | - | - | - | - | 53,225.00 | 53,225.00 | - |
| 06/01/2026 | - | 166,000.00 | 166,000.00 | 2.500 | 2.500000 | 100.000000 | 53,225.00 | 219,225.00 | 272,450.00 |
| 12/01/2026 | - | - | - | - | - | - | 51,150.00 | 51,150.00 | - |
| 06/01/2027 | - | 171,000.00 | 171,000.00 | 2.500 | 2.500000 | 100.000000 | 51,150.00 | 222,150.00 | 273,300.00 |
| 12/01/2027 | - | - | - | - | - | - | 49,012.50 | 49,012.50 | - |
| 06/01/2028 | - | 175,000.00 | 175,000.00 | 2.500 | 2.500000 | 100.000000 | 49,012.50 | 224,012.50 | 273,025.00 |
| 12/01/2028 | - | - | - | - | - | - | 46,825.00 | 46,825.00 | - |
| 06/01/2029 | - | 180,000.00 | 180,000.00 | 2.500 | 2.500000 | 100.000000 | 46,825.00 | 226,825.00 | 273,650.00 |
| 12/01/2029 | - | - | - | - | - | - | 44,575.00 | 44,575.00 | - |
| 06/01/2030 | - | 184,000.00 | 184,000.00 | 2.500 | 2.500000 | 100.000000 | 44,575.00 | 228,575.00 | 273,150.00 |
| 12/01/2030 | - | - | - | - | - | - | 42,275.00 | 42,275.00 | - |
| 06/01/2031 | - | 189,000.00 | 189,000.00 | 2.500 | 2.500000 | 100.000000 | 42,275.00 | 231,275.00 | 273,550.00 |
| 12/01/2031 | - | - | - | - | - | - | 39,912.50 | 39,912.50 | - |
| 06/01/2032 | - | 193,000.00 | 193,000.00 | 2.500 | 2.500000 | 100.000000 | 39,912.50 | 232,912.50 | 272,825.00 |
| 12/01/2032 | - | - | - | - | - | - | 37,500.00 | 37,500.00 | - |
| 06/01/2033 | - | 198,000.00 | 198,000.00 | 2.500 | 2.500000 | 100.000000 | 37,500.00 | 235,500.00 | 273,000.00 |
| 12/01/2033 | - | - | - | - | - | - | 35,025.00 | 35,025.00 | - |
| 06/01/2034 | - | 203,000.00 | 203,000.00 | 2.500 | 2.500000 | 100.000000 | 35,025.00 | 238,025.00 | 273,050.00 |
| 12/01/2034 | - | - | - | - | - | - | 32,487.50 | 32,487.50 | - |
| 06/01/2035 | - | 208,000.00 | 208,000.00 | 2.500 | 2.500000 | 100.000000 | 32,487.50 | 240,487.50 | 272,975.00 |
| 12/01/2035 | - | - | - | - | - | - | 29,887.50 | 29,887.50 | - |
| 06/01/2036 | - | 213,000.00 | 213,000.00 | 2.500 | 2.500000 | 100.000000 | 29,887.50 | 242,887.50 | 272,775.00 |
| 12/01/2036 | - | - | - | - | - | - | 27,225.00 | 27,225.00 | - |
| 06/01/2037 | - | 219,000.00 | 219,000.00 | 2.500 | 2.500000 | 100.000000 | 27,225.00 | 246,225.00 | 273,450.00 |
| 12/01/2037 | - | - | - | - | - | - | 24,487.50 | 24,487.50 | - |
| 06/01/2038 | - | 224,000.00 | 224,000.00 | 2.500 | 2.500000 | 100.000000 | 24,487.50 | 248,487.50 | 272,975.00 |
| 12/01/2038 | - | - | - | - | - | - | 21,687.50 | 21,687.50 | - |
| 06/01/2039 | - | 230,000.00 | 230,000.00 | 2.500 | 2.500000 | 100.000000 | 21,687.50 | 251,687.50 | 273,375.00 |
| 12/01/2039 | - | - | - | - | - | - | 18,812.50 | 18,812.50 | - |
| 06/01/2040 | - | 236,000.00 | 236,000.00 | 2.500 | 2.500000 | 100.000000 | 18,812.50 | 254,812.50 | 273,625.00 |
| 12/01/2040 | - | - | - | - | - | - | 15,862.50 | 15,862.50 | - |
| 06/01/2041 | - | 241,000.00 | 241,000.00 | 2.500 | 2.500000 | 100.000000 | 15,862.50 | 256,862.50 | 272,725.00 |
| 12/01/2041 | - | - | - | - | - | - | 12,850.00 | 12,850.00 | - |
| 06/01/2042 | - | 247,000.00 | 247,000.00 | 2.500 | 2.500000 | 100.000000 | 12,850.00 | 259,850.00 | 272,700.00 |
| 12/01/2042 | - | - | - | - | - | - | 9,762.50 | 9,762.50 | - |
| 06/01/2043 | - | 254,000.00 | 254,000.00 | 2.500 | 2.500000 | 100.000000 | 9,762.50 | 263,762.50 | 273,525.00 |
| 12/01/2043 | - | - | - | - | - | - | 6,587.50 | 6,587.50 | - |
| 06/01/2044 | - | 260,000.00 | 260,000.00 | 2.500 | 2.500000 | 100.000000 | 6,587.50 | 266,587.50 | 273,175.00 |
| 12/01/2044 | - | - | - | - | - | - | 3,337.50 | 3,337.50 | - |
| 06/01/2045 | - | 267,000.00 | 267,000.00 | 2.500 | 2.500000 | 100.000000 | 3,337.50 | 270,337.50 | 273,675.00 |
| **Total** | **-** | **4,258,000.00** | **4,258,000.00** | | | | **1,299,301.53** | **5,557,301.53** | **5,557,301.53** |
| **Acc Int** | **-** | **-** | **-** | | | | **-** | **-** | **-** |
| **Grand Ttls** | **-** | **4,258,000.00** | **4,258,000.00** | | | | **1,299,301.53** | **5,557,301.53** | **5,557,301.53** |

TIC (Incl. all expenses) .... 2.58802365% Average Coupon ....... 2.50000000%
TIC (Arbitrage TIC) ......... 2.50013329% Average Life (yrs) ... 12.21 IRS Form 8038-G NIC = 2.500000% (with Adjstmnt of $0.00).

TAX EXEMPTION CERTIFICATE

of

CITY OF STORM LAKE, COUNTY OF BUENA VISTA COUNTY, STATE OF IOWA, ISSUER

$4,258,000 Water Revenue Capital Loan Note, Series 2024A

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

# TAX EXEMPTION CERTIFICATE

# THE CITY OF STORM LAKE, IOWA

THIS TAX EXEMPTION CERTIFICATE is made and entered into on July 12, 2024, by the City of Storm Lake, State of Iowa (the "Issuer").

## INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its $4,258,000 Water Revenue Capital Loan Note, Series 2024A (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

## ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

"Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.

"Bonds" means the $4,258,000 aggregate principal amount of a Water Revenue Capital Loan Note of the Issuer issued in registered form pursuant to the Resolution.

"Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.

"Bond Fund" means the Sinking Fund described in the Resolution.

"Bond Year", as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.

"Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds , using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.

"Certificate" means this Tax Exemption Certificate.

"Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.

"Closing Date" means the date of Closing.

"Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.

"Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.

"Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.

"Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.

"Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.

"Gross Proceeds", as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.

"Gross Proceeds Funds" means the Project Fund and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

"Issue Price", as defined in Regulation 1.148-1(b), means the initial offering price of the Bonds to the public (not including bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the

Bonds were sold to the public. The Purchasers have certified the Issue Price to be not more than $4,258,000.

"Issuer" means the City of Storm Lake, State of Iowa.

"Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or $100,000. The Minor Portion of the Bonds is computed to be $100,000.

"Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

"Proceeds", as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

"Project" means the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility, including those costs associated with construction of elevated water tower no. 5, as more fully described in the Resolution.

"Project Fund" means the fund established in the Resolution.

"Purchaser" means the Iowa Finance Authority, Des Moines, Iowa, constituting the initial purchaser of the Bonds from the Issuer.

"Rebate Amount" means the amount computed as described in this Certificate.

"Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

"Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

"Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

"Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

"Resolution" means the resolution of the Issuer adopted on July 1, 2024 authorizing the issuance of the Bonds.

"Sale Proceeds", as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

"Sinking Fund" means the Bond Fund.

"Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

"Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.

"Verification Certificate" means the certificate attached to this Certificate as Exhibit A, establishing that the Purchaser will not reoffer or sell the Bonds to the public.

## ARTICLE II

### SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchaser as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the

Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and Code Section 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations, with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141(a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be as other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in Section 6.1 hereof, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) Except for the Bonds described as $3,630,000 Taxable Water Revenue Capital Loan Notes, Series 2024B, no bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds will be issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includable in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds.

(r) The Issuer has not employed a device in connection with the issuance of the Bonds to obtain a material financial advantage (based on arbitrage) apart from savings attributable to lower interest rates. The Issuer will not realize any material financial advantage (based on arbitrage or otherwise) in connection with the issuance of the Bonds, or in connection with any transaction or series of transactions connected with the issuance of the Bonds, apart from savings attributable to lower interest rates.

(s) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure Test set forth in Section 2.5(b) hereof and that not more than 50% of the Proceeds will be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

<u>Section 2.2 Receipts and Expenditures of Sale Proceeds</u>

Sale Proceeds received at Closing are expected to be deposited and expended as follows:

(a) $37,790 representing costs of issuing the Bonds and the Initiation Fee for the Loan will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(b) $4,220,210 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility, including those costs associated with the construction of elevated water tower no. 5.

Section 2.4 Facts Supporting Tax-Exemption Classification

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. Proceeds of the Bonds will be used for the purpose of paying costs of construction of certain improvements and extensions to the Municipal Water Utility of the City, including those costs associated with the construction of elevated water tower no. 5. All of the financed facilities are owned by the City and are expected to be used by the public generally, including commercial and industrial users. There are no contractual arrangements or agreements between the City and any commercial or industrial user of the Water Utility, and there are no other lease, management contract or other similar arrangements with respect to the Water Utility. Commercial or industrial users of the Water Utility may be or become subject to different rates or charges than those imposed on residential customers, depending on the volume of the water they purchase. All such charges, however, are or will be imposed by virtue of City ordinances applicable to all entities meeting the standards set forth therein. No other charges or payments will be imposed or paid to the City by any contributing industry for water services or Project-related construction and acquisition beyond those mandated by ordinance for certain classes of users.

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Output Facilities (water facilities)

The Issuer will use all or a portion of the Proceeds of the Bonds to finance an output facility. The Issuer will comply with the Code and Regulations with respect to output facilities applicable to the Bonds. Any private use of the Water Utility will be allocated to taxable bonds.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed $2,500,000.

(d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The

Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit.

(b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 2.5001 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

## ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions or exemptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exemptions from the arbitrage rebate rules set forth in the Treasury Regulations. If the Bonds are ineligible, or become ineligible, for an exemption to the arbitrage rebate rules, the Issuer will comply with the provisions of Article III hereof. A description of the applicable rebate exemption(s) is as follows:

- Eighteen-Month Exemption

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

1) 15 percent spent within six months of the Closing Date;
2) 60 percent spent within one year of the Closing Date;
3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 6.0%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Bonds qualify as a "construction issue" as defined in Section 148(f)(4)(C)(vi) of the Code. The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures and that not less than the following percentages of the available construction proceeds will be spent within the following periods:

1) 10 percent spent within six months of the Closing Date
2) 45 percent spent within one year of the Closing Date
3) 75 percent spent within eighteen months of the Closing Date
4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year)

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) $250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(h)(i)(3) of the Regulations, the Issuer shall calculate the amount of future earnings to be used in determining compliance with the first three spending periods based on its reasonable expectations that the average annual interest rate on investments of the ACP will be not more than 5.0%. Compliance with the final spending period shall be calculated using actual earnings.

If the Issuer fails to meet one of the foregoing expenditure schedules, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of $1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(i) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds, or the Closing Date if different from the purchase date.

(ii) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9  Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

## ARTICLE IV

## INVESTMENT RESTRICTIONS

Section 4.1  Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party.  The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2  Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations.  The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in any Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if (1) the price at which such certificate of deposit is purchased or sold is the bona fide bid price quoted by a dealer who maintains an active secondary market in certificates of deposit of the same type or (2) if there is no active secondary market in such certificates of deposit, the certificate of deposit must have a yield (A) as high or higher than the yield on comparable obligations traded on an active secondary market, as certified by a dealer who maintains such a market, and (B) as high or higher than the yield available on comparable obligations of the United States Treasury.

(b) The certificate of deposit described in part 2(A) of paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

## ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

## ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

______________________________________
Finance Director, City of Storm Lake, State of Iowa

(SEAL)

## EXHIBIT A

VERIFICATION CERTIFICATE OF THE PURCHASER

The undersigned the Executive Director of the Iowa Finance Authority (the "Purchaser"), hereby certifies as follows:

1. The Purchaser and the City of Storm Lake, Iowa (the "Issuer"), have entered into a Loan and Disbursement Agreement (the "Agreement"), providing for the purchase of a $4,258,000 Water Revenue Capital Loan Note of the City dated as of the date of delivery (the "Notes").

2. The Agreement is in full force and effect and has not been repealed, rescinded or amended.

3. The Purchaser hereby confirms that the Notes were purchased at par and will not be reoffered to the public, the terms of purchase being as follows:

| Principal Amount Issued | Principal Amount Sold | Interest Rate | Price (% of par) (do not include accrued interest) |
|---|---|---|---|
| $4,258,000 | None | 2.50% | 100% |

IN WITNESS WHEREOF, the Purchaser has caused this Verification Certificate to be executed by its duly authorized officer this __________ day of _______________, 2024.

IOWA FINANCE AUTHORITY

By:_________________________________

Its:________________________________

02367005\11149-134

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Storm Lake, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of a $4,258,000 Water Revenue Capital Loan Note, Series 2024A, of the City dated July 12, 2024, and that said transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Note, and that the City Council consists of a Mayor and five (5) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Note were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the City Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the City Council all pursuant to the provisions and in accordance with the conditions of the local rules of the City Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Note or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this __________ day of _______________, 2024, at Storm Lake, Iowa.

City Clerk, City of Storm Lake, State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

| | |
|---|---|
| Mayor | Michael Porsch |
| | ___________________________________ (Original Signature) |
| City Clerk | Mayra A. Martinez |
| | ___________________________________ (Original Signature) |
| Finance Director | Brian Oakleaf |
| | ___________________________________ (Original Signature) |

STATE OF IOWA )<br>
) SS<br>
COUNTY OF BUENA VISTA )

Subscribed and sworn to before me by Michael Porsch, Mayra A. Martinez and Brian Oakleaf on this __________ day of _______________, 2024.

_______________________________________
Notary Public in and for Buena Vista County, Iowa

(SEAL)

02367692\11149-134

July 1, 2024

The City Council of the City of Storm Lake, State of Iowa, met in _______________ session, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at __________ o'clock _____.M., on the above date. There were present Mayor _______________, in the chair, and the following named Council Members:

_______________________________________________

Absent: _________________________________________

Vacant: _________________________________________

* * * * * * *

Council Member ______________________ introduced the following Resolution entitled "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF STORM LAKE AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF $4,258,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2024A, OF THE CITY OF STORM LAKE, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES AND APPROVING FORM OF TAX EXEMPTION CERTIFICATE", and moved its adoption. Council Member ______________________ seconded the motion to adopt. The roll was called and the vote was:

AYES: ____________________________________________

____________________________________________

NAYS: ____________________________________________

Whereupon the Mayor declared the following Resolution duly adopted:

Resolution No. XX-R-2024-2025

A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF STORM LAKE AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF $4,258,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2024A, OF THE CITY OF STORM LAKE, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES AND APPROVING FORM OF TAX EXEMPTION CERTIFICATE

WHEREAS, the City Council of the City of Storm Lake, Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the municipal water system, sometimes hereinafter referred to as the "System", and said revenues are available for the payment of Water Revenue Capital Loan Notes, Series 2024A, subject to the following premises; and

WHEREAS, the Issuer proposes to issue its Water Revenue Capital Loan Notes, Series 2024A, to the extent of $4,258,000, for the purpose of defraying the costs of the Project as set forth in Section 1 of this Resolution; and, it is deemed necessary and advisable and in the best interests of the City that a form of Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, be approved and authorized; and

WHEREAS, there have been heretofore issued $2,185,000 Water Revenue Refunding Capital Loan Notes, Series 2019, dated September 26, 2019 (the “Outstanding Obligations”), part of which remain outstanding and are a lien on the Net Revenues of the System; and

WHEREAS, in the resolution authorizing the issuance of the Outstanding Obligations it is provided that additional revenue notes or bonds may be issued on a parity with the outstanding obligations, for the costs of future improvements and extensions to the System, provided that there has been procured and placed on file with the City Clerk, a statement complying with the conditions and limitations therein imposed upon the issuance of said parity notes or bonds; and

WHEREAS, a statement of Piper Sandler & Co., an independent financial consultant not in the regular employ of Issuer, has been placed on file in the office of the City Clerk prior to Closing, showing the conditions and limitations of said Resolution adopted September 16, 2019, with regard to the sufficiency of the revenues of the System to permit the issuance of additional revenue notes or bonds ranking on a parity with the outstanding notes or bonds to have been met and satisfied as required; and

WHEREAS, simultaneously with this issue, the City intends to issue $3,630,000 Taxable Water Revenue Capital Loan Notes, Series 2024B.

WHEREAS, the notice of intention of Issuer to take action for the issuance of $4,258,000 Water Revenue Capital Loan Notes, Series 2024A, has heretofore been duly published and no objections to such proposed action have been filed.

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

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

- "Additional Obligations" shall mean any water revenue bonds or notes or other obligations issued on a parity with the Notes in accordance with the provisions of Section 21 hereof.

- "Agreement" shall mean a Loan and Disbursement Agreement dated as of the Closing between the City and the Original Purchaser, relating to the Loan made to the City under the Program;

- "City Clerk" shall mean the City Clerk or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities;

- "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Loan;

- "Corporate Seal" shall mean the official seal of Issuer adopted by the Governing Body;

- "Fiscal Year" shall mean the twelve months' period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System; provided, that the requirements of a fiscal year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the fiscal year and include any payment of principal or interest falling due on the first day of the succeeding fiscal year;

- "Governing Body" shall mean the City Council, or its successor in function with respect to the operation and control of the System;

- "Independent Auditor" shall mean an independent firm of certified public accountants or the Auditor of State;

- "Issuer" and "City" shall mean the City of Storm Lake, Iowa;

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

- "Net Revenues" shall mean gross earnings of the System after deduction of Current Expenses; "Current Expenses" shall mean and include the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies, but excluding depreciation and principal of and interest on the Notes and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses;

- "Notes" or "Note" shall mean $4,258,000 Water Revenue Capital Loan Notes, Series 2024A, authorized to be issued by this Resolution;

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

- "Outstanding Obligations" shall mean the Water Revenue Refunding Capital Loan Notes, Series 2019, dated September 26, 2019, issued in accordance with the Resolution adopted September 16, 2019, $2,012,000 of which obligations are still outstanding and unpaid and remain a lien on the Net Revenues of the System;

- "Parity Obligations" shall mean notes or bonds payable solely from the Net Revenues of the System on an equal basis with the Notes herein authorized to be issued and shall include Additional Obligations as authorized to be issued under the terms of this Resolution and the Outstanding Obligations;

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

- "Permitted Investments" shall mean:

    - direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;

    - cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the above paragraph);

    - obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:

-Export - Import Bank
-Farm Credit System Financial Assistance Corporation
-USDA - Rural Development
-General Services Administration
-U.S. Maritime Administration
-Small Business Administration
-Government National Mortgage Association (GNMA)
-U.S. Department of Housing & Urban Development (PHA's)
-Federal Housing Administration

- repurchase agreements whose underlying collateral consists of the investments set out above if the Issuer takes delivery of the collateral either directly or through an authorized custodian. Repurchase agreements do not include reverse repurchase agreements;

- senior debt obligations rated "AAA" by Standard & Poor's Corporation (S&P) or "Aaa" by Moody's Investors Service Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;

- U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

- commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P or "P-1" by Moody's and which matures not more than 270 days after the date of purchase;

- investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;

- pre-refunded Municipal Obligations, defined as any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P or Moody's or any successors thereto; or (b)(i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct obligations of the Department of the Treasury of the United States of America, which escrow may be applied only to the payment of such principal of and

interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

- tax exempt bonds as defined and permitted by section 148 of the Internal Revenue Code and applicable regulations and only if rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa;

- an investment contract rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa; and

- Iowa Public Agency Investment Trust.

♦ "Prior Note Resolution(s)" shall mean the resolution(s) of the City Council adopted on September 16, 2019, authorizing the issuance of the Water Revenue Capital Loan Notes, Series 2019, dated September 26, 2019;

♦ "Program" shall mean the Iowa Drinking Water Facilities Financing Program undertaken by the Original Purchaser;

♦ "Project" shall mean the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping of the System, including those costs associated with construction of elevated water tower no. 5;

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

♦ "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate;

♦ "Registrar" shall be the Finance Director, 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;

♦ "System" shall mean the municipal water utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all water treatment facilities, storage facilities, pumping stations and all related property and improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles;

♦ "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Notes;

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

♦ "Yield Restricted" shall mean required to be invested at a yield that is not materially higher than the yield on the Notes under Section 148(a) of the Internal Revenue Code or regulations issued thereunder.

Section 2. Authority. The Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A and 384.83 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Revenue Notes of the City of Storm Lake, in the County of Buena Vista, State of Iowa, each to be designated as "Water Revenue Capital Loan Note, Series 2024A", in the aggregate amount of $4,258,000, for the purpose of paying costs of the Project. The City Council, pursuant to Sections 384.24A and 384.83 of the Code of Iowa, hereby finds and determines that it is necessary and advisable to issue said Notes authorized by the Agreement and this Resolution.

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

Section 5. Note Details. Water Revenue Capital Loan Notes, Series 2024, of the City in the amount of $4,258,000, shall be issued to evidence the obligations of the Issuer under the Agreement pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa for the aforesaid purpose. The Notes shall be designated "WATER REVENUE CAPITAL LOAN NOTE, SERIES 2024A", be dated the date of delivery, and bear interest at the rate of 2.50% per annum from the date of each advancement made under the Agreement, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2024, and semi-annually thereafter on the 1st day of June and December in each year until maturity as set forth on the Debt Service Schedule attached to the Agreement as Exhibit A and incorporated herein by this reference. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2026 and annually thereafter on the 1st day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2045. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Program. Payment of principal and interest on the Notes shall at all times conform to said Debt Service Schedule and the rules of the Program.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or imprinted with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Note. The Notes may be in the denomination of $1,000 or multiples thereof and shall at the request of the Original Purchaser be initially issued as a single Note in the denomination of $4,258,000 and numbered R-1.

Section 6. Initiation Fee and Servicing Fee. In addition to the payment of principal of and interest on the Notes, the Issuer also agrees to pay the Initiation Fee and the Servicing Fee as defined and in accordance with the terms of the Agreement.

Section 7. Redemption. The Notes are subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Original Purchaser or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Notes may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity, by giving not less than thirty (30) days' notice of redemption by certified or registered mail to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. The Notes are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The Finance Director is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

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

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

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

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

(f) Non-Presentment of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this

Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and City Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

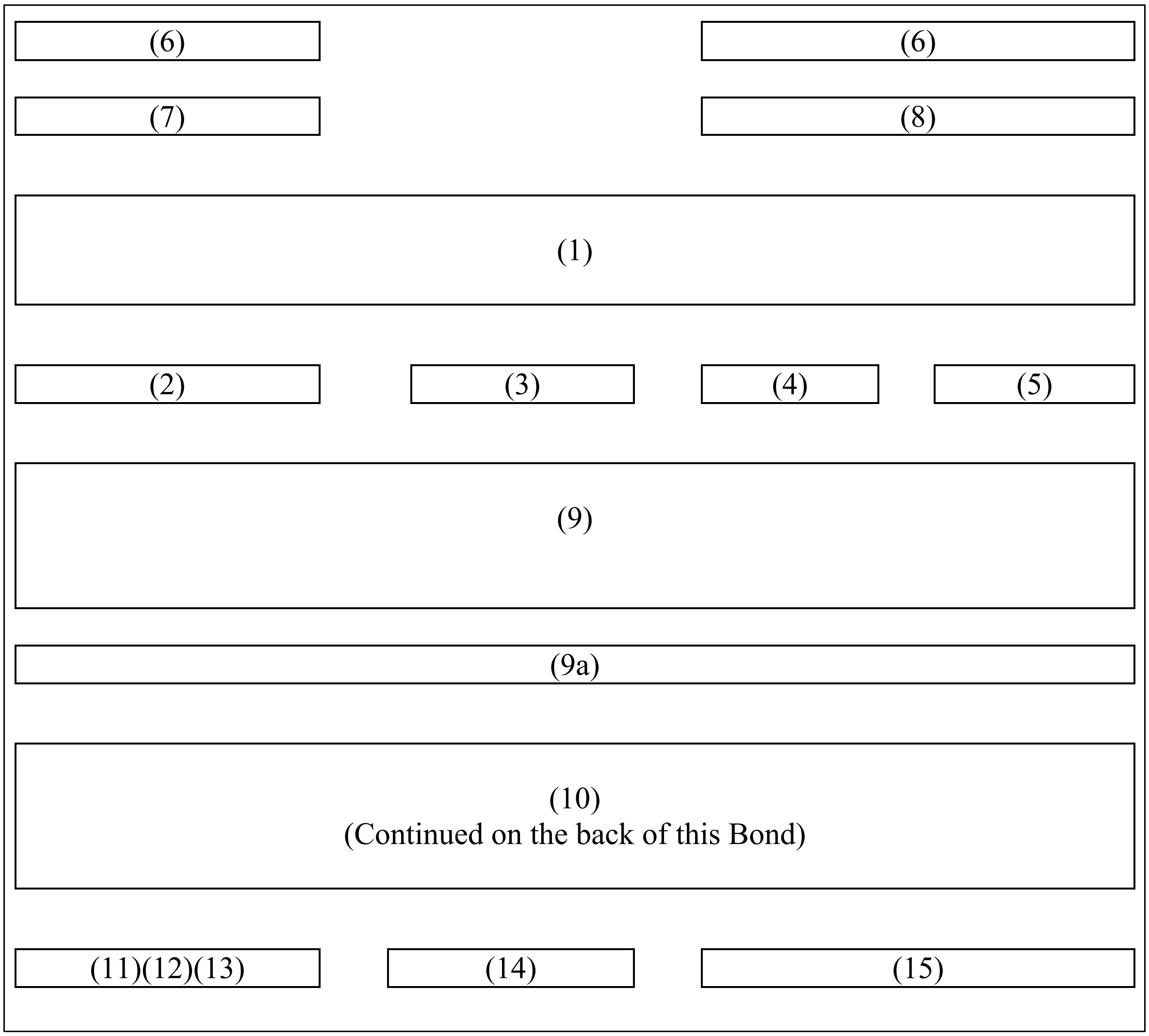



FIGURE 1
(Front)

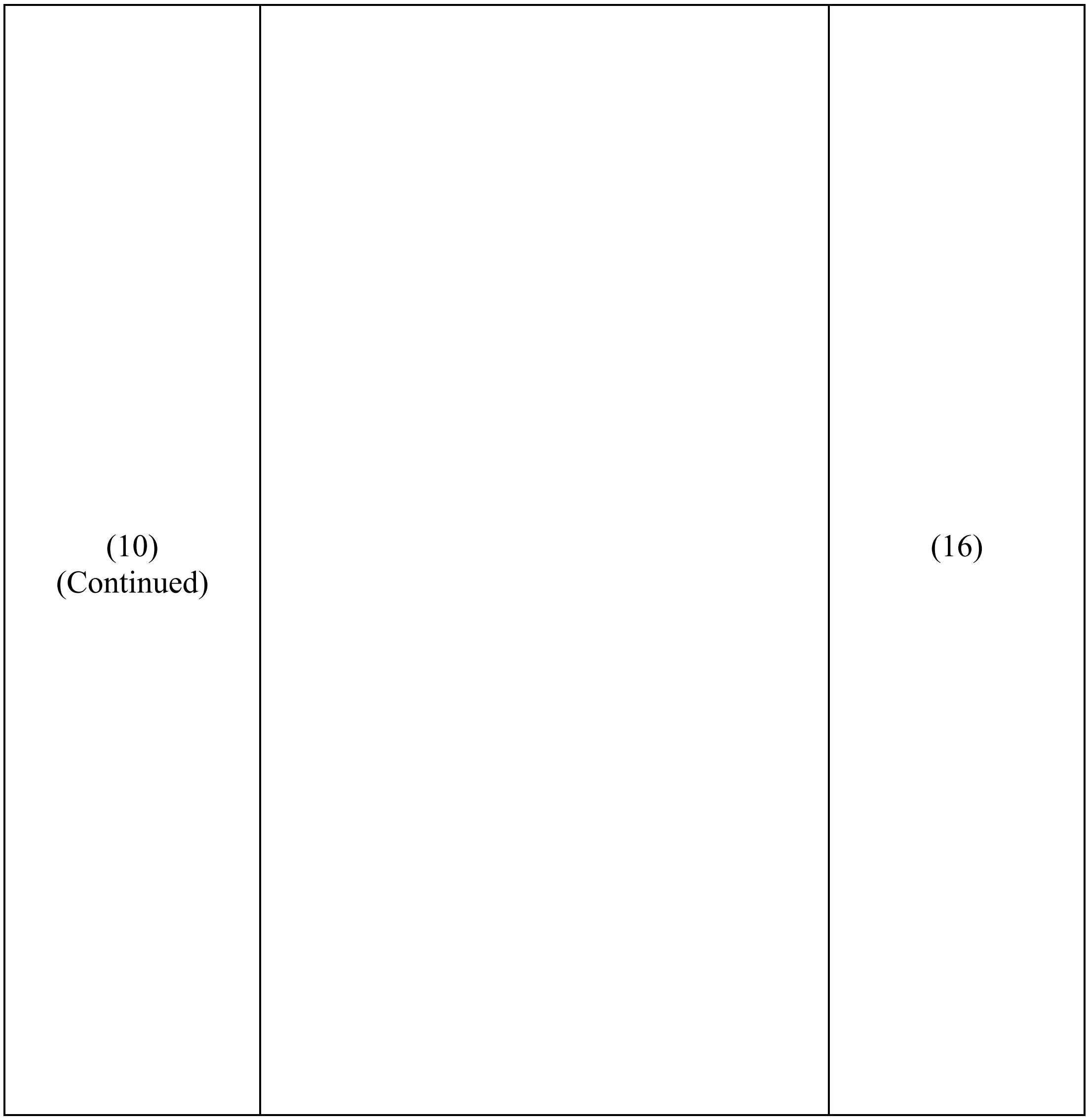



FIGURE 2
(Back)

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

Item 1, figure 1 = "STATE OF IOWA"
"COUNTY OF BUENA VISTA"
"CITY OF STORM LAKE"
"WATER REVENUE CAPITAL LOAN NOTE"
"SERIES 2024A"

Item 2, figure 1 = Rate: 2.50%
Item 3, figure 1 = Final Maturity: ________________________
Item 4, figure 1 = Note Date: ____________________________
Item 5, figure 1 = CUSIP # ____________________
Item 6, figure 1 = "Registered"
Item 7, figure 1 = Certificate No. R-1
Item 8, figure 1 = Principal Amount: $____________________

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

**IOWA FINANCE AUTHORITY**

Item 10, figure 1 = or registered assigns, the principal sum of (principal amount written out) in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Loan and Disbursement Agreement dated as of the date hereof until paid at the rate of 2.50% per annum, payable on December 1 2024, and semi-annually thereafter on the 1st day of June and December in each year. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2026 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2045. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined and attached hereto based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Drinking Water Facilities Financing Program. Payment of principal and interest of this Note shall at all times conform to said Debt Service Schedule and the rules of the Drinking Water State Revolving Fund Program.

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

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the System, including those costs associated with construction of elevated water tower no. 5, and evidences amounts payable under a certain Loan and Disbursement Agreement dated as of the date hereof, in conformity to a Resolution of the City Council of said City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional notes or bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Loan and Disbursement Agreement and Resolution.

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

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

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

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, said City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of said City impressed hereon, and authenticated by the manual or facsimile signature of an authorized representative of the Registrar, the City Clerk of the City of Storm Lake, Iowa, all as of the __________ day of ________________, 2024.

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

CITY CLERK

By: _________________________________________________
Registrar

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

SEE REVERSE FOR CERTAIN DEFINITIONS

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

CITY OF STORM LAKE, STATE OF IOWA

By: (manual or facsimile signature)___________________________
Mayor

ATTEST:

By: (manual or facsimile signature)___________________________
City Clerk

Item 17, figure 2 = [Assignment Block]
[Information Required for Registration]

ASSIGNMENT

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

Dated: ___________________________________________________

___________________________________________________

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

SIGNATURE )
GUARANTEED )___________________________________________________

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

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

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

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

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - .......... Custodian ..........
(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act..................
(State)

Section 14. Equality of Lien. The timely payment of principal of and interest on the Notes and Parity Obligations shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or delivery; and the Net Revenues of the System are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 15. Application of Note Proceeds - Project Fund. Proceeds of the Notes shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds of the System shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 16. User Rates. There has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. Said rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System.

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

Section 17. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the System shall be deposited as collected in a fund to be known as the Water Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

The provisions in the Prior Note Resolution heretofore adopted on September 16, 2019, whereby there was created and is to be maintained a Water Revenue Note Principal and Interest Sinking Fund, and for the monthly payment into said fund from the future Net Revenues of the System such portion thereof as will be sufficient to meet the principal and interest of the Outstanding Obligations, are hereby ratified and confirmed, and all such provisions inure to and constitute the security for the payment of the principal and interest on Notes hereby authorized to be issued; provided, however, that the amounts to be set aside and paid into the Water Revenue Note Principal and Interest Sinking Fund in equal monthly installments from the earnings shall be sufficient to pay the principal and interest due each year, not only on the Outstanding Obligations, but also the principal and interest of the Notes herein authorized to be issued. Section(s) 16, 19 and 21 of the Prior Note Resolution are hereby ratified, confirmed, adopted and incorporated herein as a part of this Resolution. Except as may be otherwise provided in the Prior Note Resolution, proceeds of the Notes or other funds may be invested in Permitted Investments.

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

At such time as the Outstanding Obligations are paid and so long as the Notes or Parity Obligations remain outstanding and unpaid the same are discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the system shall be deposited and collected in a fund to be known as the Revenue Fund, and shall be disbursed only as follows:

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

- Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay principal of and interest on the Notes and Parity Obligations. The fund shall be known as the Water Revenue Note Principal and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be an amount equal to 1/6th of the installment of interest coming due on the next interest payment date on the then outstanding Notes and Parity Obligations, plus 1/12th of the installment of principal coming due on such Notes on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligations as the same shall become due and payable.

- Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the Net Revenues of the System,

but subordinate to the Notes and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Notes or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.

- Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution, to pay for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Notes or Parity Obligations, any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which said funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the l0th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of said funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full.

Section 18. Investments. Moneys on hand in the Project Fund and all of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation, or its equivalent successor, and the deposits of 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 Iowa Code chapter 12C, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided. The provisions of this Section shall not be construed to require the Issuer to maintain separate accounts for the funds created by this Resolution.

The Sinking Fund shall be segregated in a separate account but may be invested in the same manner as other funds of the Issuer but designated as a trust fund on the books and records of the Issuer. The Sinking Fund shall not be available for any other purposes other than those specified in this Resolution.

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

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

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

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

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

(d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices and will diligently act to cause the books and accounts to be audited and reported upon by an Independent Auditor and will provide copies of the audit report to the Department, all as provided in the Agreement. The Original Purchaser and holders of any of the Notes and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.

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

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

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

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

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

(j) Loan and Disbursement Agreement. The Issuer will comply with the terms and conditions of the Loan and Disbursement Agreement and perform as provided thereunder.

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

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

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

(a) For the purpose of refunding any of the Notes or Parity Obligations which shall have matured or which shall mature not later than three months after the date of delivery of such refunding obligation and for the payment of which there shall be insufficient money in the Sinking Fund;

(b) For the purpose of making extensions, additions, improvements or replacements to the System, or refunding any outstanding Notes, Parity Obligations or other obligations issued for such extensions, additions and improvements, if all of the following conditions shall have been met:

(i) before any such Additional Obligations ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor, independent consulting engineer or independent financial

advisor, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Net Revenues of the System for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.10 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the then outstanding Notes or Parity Obligations for both principal of and interest on all Notes or Parity Obligations then outstanding which are payable from the Net Revenues of the System and the Additional Obligations then proposed to be issued.

For the purpose of determining the Net Revenues of the System for the preceding Fiscal Year as aforesaid, the amount of the gross revenues for such year may be adjusted by an independent consulting engineer, the Independent Auditor or the independent financial advisor, so as to reflect any changes in the amount of such revenues which would have resulted had any revision of the schedule of rates or charges imposed at or prior to the time of the issuance of any such Additional Obligations been in effect during all of such preceding Fiscal Year.

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

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

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

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

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

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

The Issuer covenants that it will treat as Yield Restricted any proceeds of the Notes remaining unexpended after three years from the issuance and any other funds required by the Tax Exemption Certificate to be so treated. If any investments are held with respect to the Notes and Parity Obligations, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

The Issuer covenants that it will exceed any investment yield restriction provided in this Resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the Notes to be classified as arbitrage bonds under Section 148(a) and (b) the Internal Revenue Code or regulations issued thereunder.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Notes for the purpose set forth in this Resolution. The Issuer further covenants that it will make no change in the use of the proceeds available for the construction of facilities or change in the use of any portion of the facilities constructed therefrom by persons other than the Issuer or the general public unless it has obtained an opinion of bond counsel or a revenue ruling that the proposed project or use will not be of such character as to cause interest on any of the Notes not to be exempt from federal income taxes in the hands of holders other than substantial users of the project, under the provisions of Section 142(a) of the Internal Revenue Code of the United States, related statutes and regulations.

Section 23. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 24. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of bond counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 25. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

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

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

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

Section 26. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 27. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Bonds and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

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

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

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

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

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

Section 28. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held or owned by or for the account of the Issuer, but including such Refunding Obligations as may have been issued for the purpose of refunding any of such Notes if such Refunding Obligations shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

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

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

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

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

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

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

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

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

Notwithstanding anything in this Section to the contrary, the holder or holders of 100% of the Notes and Parity Obligations may consent to any amendment of this Resolution, or waive any notices required hereunder, on such terms and under such conditions as said holders shall determine to be appropriate.

Section 29. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 30. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other Ordinances, Resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

Section 31. Rule of Construction. This Resolution and the terms and conditions of the Notes authorized hereby shall be construed whenever possible so as not to conflict with the terms and conditions of the Loan and Disbursement Agreement. In the event such construction is not possible, or in the event of any conflict or inconsistency between the terms hereof and those of the Loan and Disbursement Agreement, the terms of the Loan and Disbursement Agreement shall prevail and be given effect to the extent necessary to resolve any such conflict or inconsistency.

PASSED AND APPROVED this 1st day of July, 2024.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA )
) SS
COUNTY OF BUENA VISTA )

I, the undersigned City Clerk of the City of Storm Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the City Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this __________ day of _______________, 2024.

_______________________________________
City Clerk, City of Storm Lake, State of Iowa

(SEAL)

02366750\11149-134

**RESOLUTION NO. 02-R-2024-2025**

**A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF STORM LAKE AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF $4,258,000 WATER REVENUE CAPITAL LOAN NOTES, SERIES 2024A, OF THE CITY OF STORM LAKE, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES AND APPROVING FORM OF TAX EXEMPTION CERTIFICATE**

WHEREAS, the City Council of the City of Storm Lake, Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the municipal water system, sometimes hereinafter referred to as the "System", and said revenues are available for the payment of Water Revenue Capital Loan Notes, Series 2024A, subject to the following premises; and

WHEREAS, the Issuer proposes to issue its Water Revenue Capital Loan Notes, Series 2024A, to the extent of $4,258,000, for the purpose of defraying the costs of the Project as set forth in Section 1 of this Resolution; and, it is deemed necessary and advisable and in the best interests of the City that a form of Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, be approved and authorized; and

WHEREAS, there have been heretofore issued $2,185,000 Water Revenue Refunding Capital Loan Notes, Series 2019, dated September 26, 2019 (the "Outstanding Obligations"), part of which remain outstanding and are a lien on the Net Revenues of the System; and

WHEREAS, in the resolution authorizing the issuance of the Outstanding Obligations it is provided that additional revenue notes or bonds may be issued on a parity with the outstanding obligations, for the costs of future improvements and extensions to the System, provided that there has been procured and placed on file with the City Clerk, a statement complying with the conditions and limitations therein imposed upon the issuance of said parity notes or bonds; and

WHEREAS, a statement of Piper Sandler & Co., an independent financial consultant not in the regular employ of Issuer, has been placed on file in the office of the City Clerk prior to Closing, showing the conditions and limitations of said Resolution adopted September 16, 2019, with regard to the sufficiency of the revenues of the System to permit the issuance of additional revenue notes or bonds ranking on a parity with the outstanding notes or bonds to have been met and satisfied as required; and

WHEREAS, simultaneously with this issue, the City intends to issue $3,630,000 Taxable Water Revenue Capital Loan Notes, Series 2024B.

WHEREAS, the notice of intention of Issuer to take action for the issuance of $4,258,000 Water Revenue Capital Loan Notes, Series 2024A, has heretofore been duly published and no objections to such proposed action have been filed.

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

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

- "Additional Obligations" shall mean any water revenue bonds or notes or other obligations issued on a parity with the Notes in accordance with the provisions of Section 21 hereof.

- "Agreement" shall mean a Loan and Disbursement Agreement dated as of the Closing between the City and the Original Purchaser, relating to the Loan made to the City under the Program;

- "City Clerk" shall mean the City Clerk or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities;

- "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Loan;

- "Corporate Seal" shall mean the official seal of Issuer adopted by the Governing Body;

- "Fiscal Year" shall mean the twelve months' period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System; provided, that the requirements of a fiscal year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the fiscal year and include any payment of principal or interest falling due on the first day of the succeeding fiscal year;

- "Governing Body" shall mean the City Council, or its successor in function with respect to the operation and control of the System;

- "Independent Auditor" shall mean an independent firm of certified public accountants or the Auditor of State;

- "Issuer" and "City" shall mean the City of Storm Lake, Iowa;

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

♦ "Net Revenues" shall mean gross earnings of the System after deduction of Current Expenses; "Current Expenses" shall mean and include the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies, but excluding depreciation and principal of and interest on the Notes and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses;

♦ "Notes" or "Note" shall mean $4,258,000 Water Revenue Capital Loan Notes, Series 2024A, authorized to be issued by this Resolution;

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

♦ "Outstanding Obligations" shall mean the Water Revenue Refunding Capital Loan Notes, Series 2019, dated September 26, 2019, issued in accordance with the Resolution adopted September 16, 2019, $2,012,000 of which obligations are still outstanding and unpaid and remain a lien on the Net Revenues of the System;

♦ "Parity Obligations" shall mean notes or bonds payable solely from the Net Revenues of the System on an equal basis with the Notes herein authorized to be issued and shall include Additional Obligations as authorized to be issued under the terms of this Resolution and the Outstanding Obligations;

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

♦ "Permitted Investments" shall mean:

- direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;

- cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the above paragraph);

- obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:

-Export - Import Bank
-Farm Credit System Financial Assistance Corporation
-USDA - Rural Development
-General Services Administration
-U.S. Maritime Administration
-Small Business Administration
-Government National Mortgage Association (GNMA)
-U.S. Department of Housing & Urban Development (PHA's)
-Federal Housing Administration

• repurchase agreements whose underlying collateral consists of the investments set out above if the Issuer takes delivery of the collateral either directly or through an authorized custodian. Repurchase agreements do not include reverse repurchase agreements;

• senior debt obligations rated "AAA" by Standard & Poor's Corporation (S&P) or "Aaa" by Moody's Investors Service Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;

• U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

• commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P or "P-1" by Moody's and which matures not more than 270 days after the date of purchase;

• investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;

• pre-refunded Municipal Obligations, defined as any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P or Moody's or any successors thereto; or (b)(i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct obligations of the Department of the Treasury of the United States of America, which escrow may be applied only to the payment of such principal of and

interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

- tax exempt bonds as defined and permitted by section 148 of the Internal Revenue Code and applicable regulations and only if rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa;

- an investment contract rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa; and

- Iowa Public Agency Investment Trust.

♦ "Prior Note Resolution(s)" shall mean the resolution(s) of the City Council adopted on September 16, 2019, authorizing the issuance of the Water Revenue Capital Loan Notes, Series 2019, dated September 26, 2019;

♦ "Program" shall mean the Iowa Drinking Water Facilities Financing Program undertaken by the Original Purchaser;

♦ "Project" shall mean the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping of the System, including those costs associated with construction of elevated water tower no. 5;

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

♦ "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate;

♦ "Registrar" shall be the Finance Director, 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;

♦ "System" shall mean the municipal water utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all water treatment facilities, storage facilities, pumping stations and all related property and improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles;

♦ "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Notes;

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

♦ "Yield Restricted" shall mean required to be invested at a yield that is not materially higher than the yield on the Notes under Section 148(a) of the Internal Revenue Code or regulations issued thereunder.

Section 2. Authority. The Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A and 384.83 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Revenue Notes of the City of Storm Lake, in the County of Buena Vista, State of Iowa, each to be designated as "Water Revenue Capital Loan Note, Series 2024A", in the aggregate amount of $4,258,000, for the purpose of paying costs of the Project. The City Council, pursuant to Sections 384.24A and 384.83 of the Code of Iowa, hereby finds and determines that it is necessary and advisable to issue said Notes authorized by the Agreement and this Resolution.

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

Section 5. Note Details. Water Revenue Capital Loan Notes, Series 2024, of the City in the amount of $4,258,000, shall be issued to evidence the obligations of the Issuer under the Agreement pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa for the aforesaid purpose. The Notes shall be designated "WATER REVENUE CAPITAL LOAN NOTE, SERIES 2024A", be dated the date of delivery, and bear interest at the rate of 2.50% per annum from the date of each advancement made under the Agreement, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2024, and semi-annually thereafter on the 1st day of June and December in each year until maturity as set forth on the Debt Service Schedule attached to the Agreement as Exhibit A and incorporated herein by this reference. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2026 and annually thereafter on the 1st day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2045. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Program. Payment of principal and interest on the Notes shall at all times conform to said Debt Service Schedule and the rules of the Program.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or imprinted with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Note. The Notes may be in the denomination of $1,000 or multiples thereof and shall at the request of the Original Purchaser be initially issued as a single Note in the denomination of $4,258,000 and numbered R-1.

Section 6. Initiation Fee and Servicing Fee. In addition to the payment of principal of and interest on the Notes, the Issuer also agrees to pay the Initiation Fee and the Servicing Fee as defined and in accordance with the terms of the Agreement.

Section 7. Redemption. The Notes are subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Original Purchaser or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Notes may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity, by giving not less than thirty (30) days' notice of redemption by certified or registered mail to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. The Notes are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The Finance Director is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

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

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

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

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

(f) Non-Presentment of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this

Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and City Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

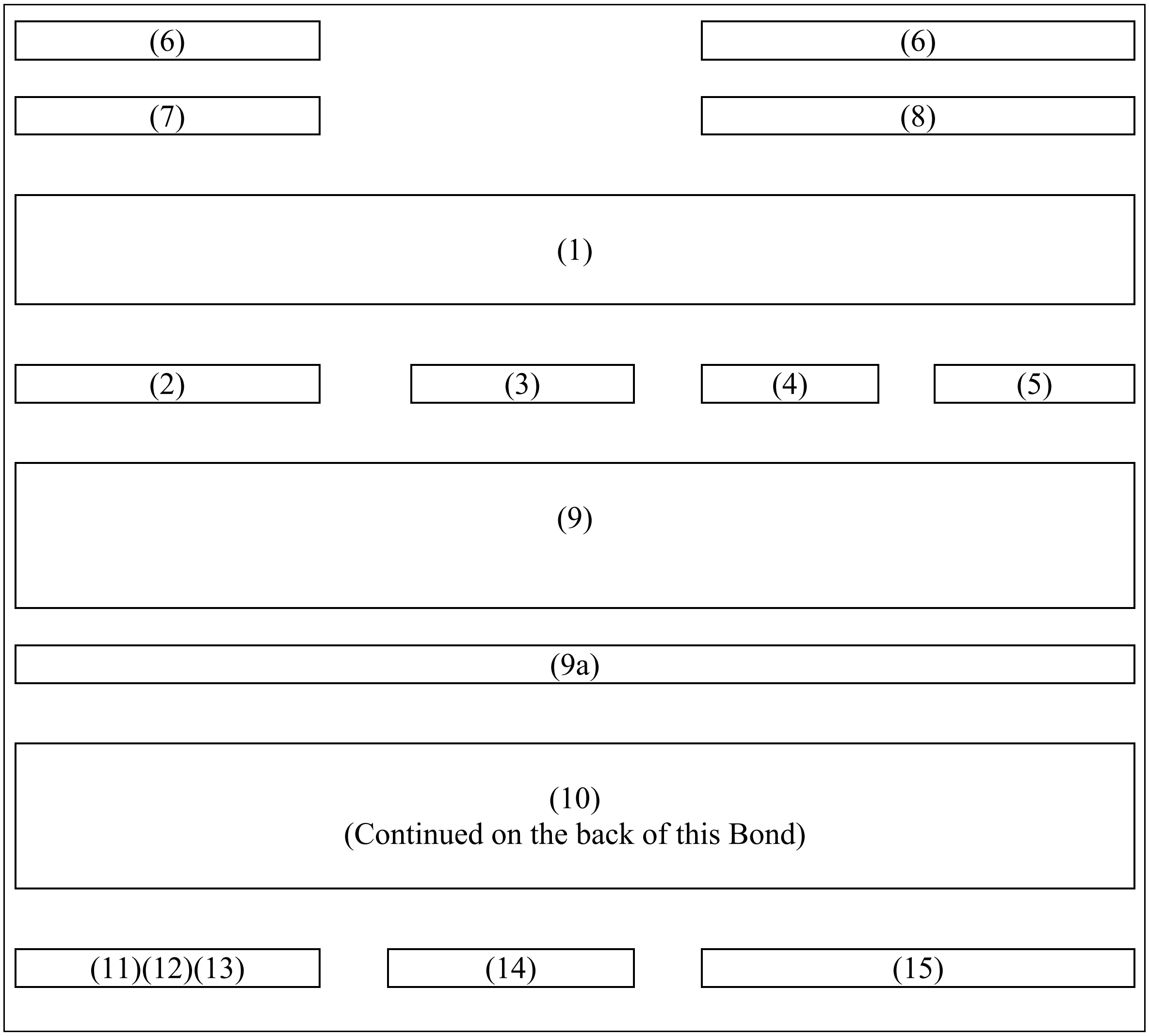



FIGURE 1
(Front)

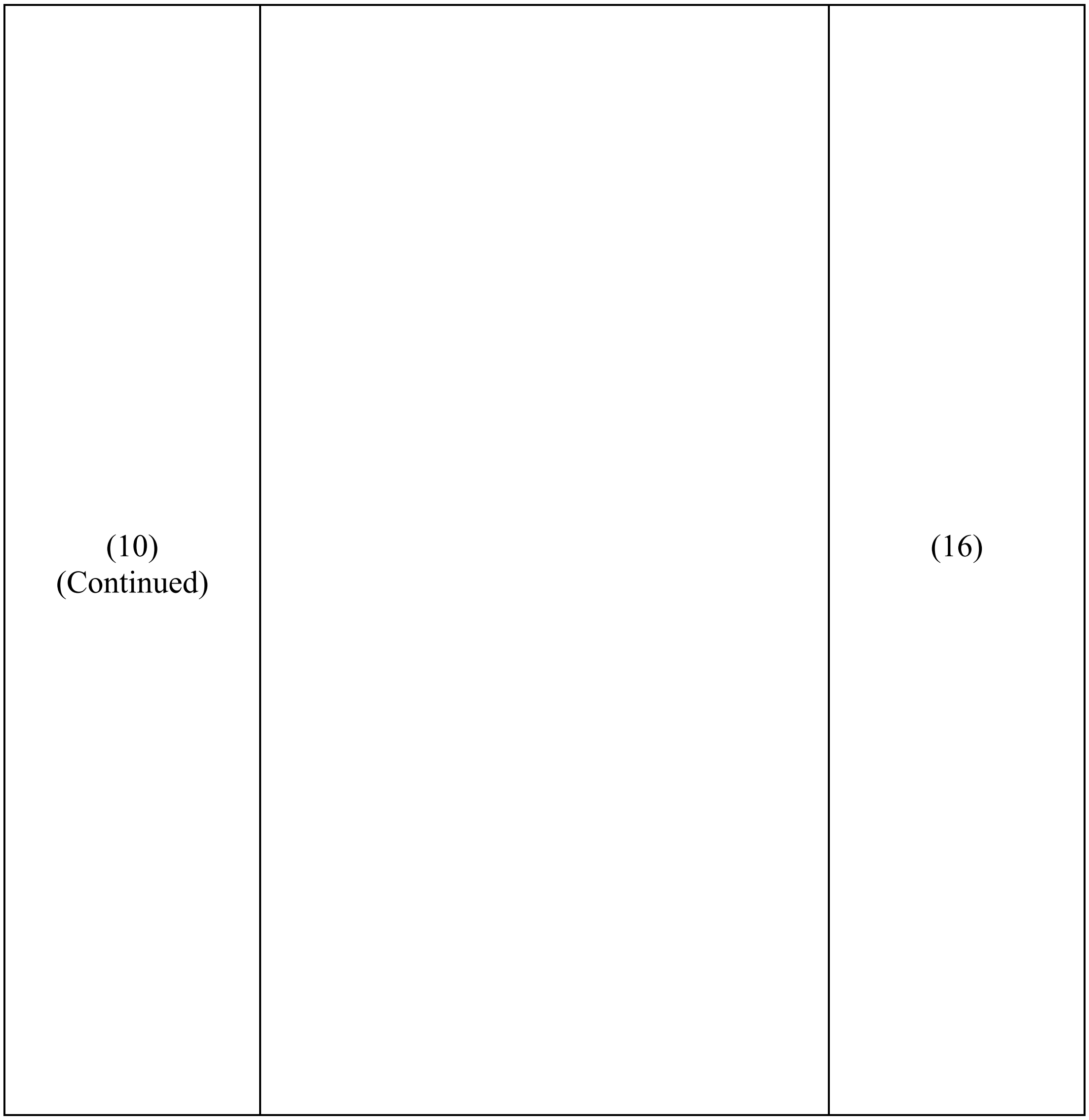



FIGURE 2
(Back)

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

Item 1, figure 1 = "STATE OF IOWA"
"COUNTY OF BUENA VISTA"
"CITY OF STORM LAKE"
"WATER REVENUE CAPITAL LOAN NOTE"
"SERIES 2024A"

Item 2, figure 1 = Rate: 2.50%
Item 3, figure 1 = Final Maturity: ________________________
Item 4, figure 1 = Note Date: ____________________________
Item 5, figure 1 = CUSIP # ____________________
Item 6, figure 1 = "Registered"
Item 7, figure 1 = Certificate No. R-1
Item 8, figure 1 = Principal Amount: $____________________

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

**IOWA FINANCE AUTHORITY**

Item 10, figure 1 = or registered assigns, the principal sum of (principal amount written out) in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Loan and Disbursement Agreement dated as of the date hereof until paid at the rate of 2.50% per annum, payable on December 1 2024, and semi-annually thereafter on the 1st day of June and December in each year. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2026 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2045. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined and attached hereto based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Drinking Water Facilities Financing Program. Payment of principal and interest of this Note shall at all times conform to said Debt Service Schedule and the rules of the Drinking Water State Revolving Fund Program.

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

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the System, including those costs associated with construction of elevated water tower no. 5, and evidences amounts payable under a certain Loan and Disbursement Agreement dated as of the date hereof, in conformity to a Resolution of the City Council of said City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional notes or bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Loan and Disbursement Agreement and Resolution.

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

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

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

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, said City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of said City impressed hereon, and authenticated by the manual or facsimile signature of an authorized representative of the Registrar, the City Clerk of the City of Storm Lake, Iowa, all as of the __________ day of _______________, 2024.

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

CITY CLERK

By: ______________________________________________
Registrar

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

SEE REVERSE FOR CERTAIN DEFINITIONS

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

CITY OF STORM LAKE, STATE OF IOWA

By: (manual or facsimile signature)__________________________
Mayor

ATTEST:

By: (manual or facsimile signature)__________________________
City Clerk

Item 17, figure 2 = [Assignment Block]
[Information Required for Registration]

ASSIGNMENT

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

Dated: ________________________________________________

________________________________________________

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

SIGNATURE )
GUARANTEED )________________________________________________

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

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

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

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

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - .......... Custodian ..........
(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act..................
(State)

Section 14. Equality of Lien. The timely payment of principal of and interest on the Notes and Parity Obligations shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or delivery; and the Net Revenues of the System are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 15. Application of Note Proceeds - Project Fund. Proceeds of the Notes shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds of the System shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 16. User Rates. There has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. Said rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System.

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

Section 17. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the System shall be deposited as collected in a fund to be known as the Water Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

The provisions in the Prior Note Resolution heretofore adopted on September 16, 2019, whereby there was created and is to be maintained a Water Revenue Note Principal and Interest Sinking Fund, and for the monthly payment into said fund from the future Net Revenues of the System such portion thereof as will be sufficient to meet the principal and interest of the Outstanding Obligations, are hereby ratified and confirmed, and all such provisions inure to and constitute the security for the payment of the principal and interest on Notes hereby authorized to be issued; provided, however, that the amounts to be set aside and paid into the Water Revenue Note Principal and Interest Sinking Fund in equal monthly installments from the earnings shall be sufficient to pay the principal and interest due each year, not only on the Outstanding Obligations, but also the principal and interest of the Notes herein authorized to be issued. Section(s) 16, 19 and 21 of the Prior Note Resolution are hereby ratified, confirmed, adopted and incorporated herein as a part of this Resolution. Except as may be otherwise provided in the Prior Note Resolution, proceeds of the Notes or other funds may be invested in Permitted Investments.

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

At such time as the Outstanding Obligations are paid and so long as the Notes or Parity Obligations remain outstanding and unpaid the same are discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the system shall be deposited and collected in a fund to be known as the Revenue Fund, and shall be disbursed only as follows:

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

- Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay principal of and interest on the Notes and Parity Obligations. The fund shall be known as the Water Revenue Note Principal and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be an amount equal to 1/6th of the installment of interest coming due on the next interest payment date on the then outstanding Notes and Parity Obligations, plus 1/12th of the installment of principal coming due on such Notes on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligations as the same shall become due and payable.

- Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the Net Revenues of the System,

but subordinate to the Notes and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Notes or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.

- Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution, to pay for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Notes or Parity Obligations, any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which said funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the l0th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of said funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full.

Section 18. Investments. Moneys on hand in the Project Fund and all of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation, or its equivalent successor, and the deposits of 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 Iowa Code chapter 12C, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided. The provisions of this Section shall not be construed to require the Issuer to maintain separate accounts for the funds created by this Resolution.

The Sinking Fund shall be segregated in a separate account but may be invested in the same manner as other funds of the Issuer but designated as a trust fund on the books and records of the Issuer. The Sinking Fund shall not be available for any other purposes other than those specified in this Resolution.

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

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

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

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

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

(d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices and will diligently act to cause the books and accounts to be audited and reported upon by an Independent Auditor and will provide copies of the audit report to the Department, all as provided in the Agreement. The Original Purchaser and holders of any of the Notes and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.

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

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

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

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

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

(j) Loan and Disbursement Agreement. The Issuer will comply with the terms and conditions of the Loan and Disbursement Agreement and perform as provided thereunder.

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

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

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

(a) For the purpose of refunding any of the Notes or Parity Obligations which shall have matured or which shall mature not later than three months after the date of delivery of such refunding obligation and for the payment of which there shall be insufficient money in the Sinking Fund;

(b) For the purpose of making extensions, additions, improvements or replacements to the System, or refunding any outstanding Notes, Parity Obligations or other obligations issued for such extensions, additions and improvements, if all of the following conditions shall have been met:

(i) before any such Additional Obligations ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor, independent consulting engineer or independent financial

advisor, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Net Revenues of the System for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.10 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the then outstanding Notes or Parity Obligations for both principal of and interest on all Notes or Parity Obligations then outstanding which are payable from the Net Revenues of the System and the Additional Obligations then proposed to be issued.

For the purpose of determining the Net Revenues of the System for the preceding Fiscal Year as aforesaid, the amount of the gross revenues for such year may be adjusted by an independent consulting engineer, the Independent Auditor or the independent financial advisor, so as to reflect any changes in the amount of such revenues which would have resulted had any revision of the schedule of rates or charges imposed at or prior to the time of the issuance of any such Additional Obligations been in effect during all of such preceding Fiscal Year.

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

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

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

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

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

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

The Issuer covenants that it will treat as Yield Restricted any proceeds of the Notes remaining unexpended after three years from the issuance and any other funds required by the Tax Exemption Certificate to be so treated. If any investments are held with respect to the Notes and Parity Obligations, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

The Issuer covenants that it will exceed any investment yield restriction provided in this Resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the Notes to be classified as arbitrage bonds under Section 148(a) and (b) the Internal Revenue Code or regulations issued thereunder.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Notes for the purpose set forth in this Resolution. The Issuer further covenants that it will make no change in the use of the proceeds available for the construction of facilities or change in the use of any portion of the facilities constructed therefrom by persons other than the Issuer or the general public unless it has obtained an opinion of bond counsel or a revenue ruling that the proposed project or use will not be of such character as to cause interest on any of the Notes not to be exempt from federal income taxes in the hands of holders other than substantial users of the project, under the provisions of Section 142(a) of the Internal Revenue Code of the United States, related statutes and regulations.

Section 23. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 24. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of bond counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 25. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

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

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

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

Section 26. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 27. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Bonds and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

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

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

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

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

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

Section 28. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held or owned by or for the account of the Issuer, but including such Refunding Obligations as may have been issued for the purpose of refunding any of such Notes if such Refunding Obligations shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

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

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

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

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

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

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

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

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

Notwithstanding anything in this Section to the contrary, the holder or holders of 100% of the Notes and Parity Obligations may consent to any amendment of this Resolution, or waive any notices required hereunder, on such terms and under such conditions as said holders shall determine to be appropriate.

Section 29. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 30. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other Ordinances, Resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

Section 31. Rule of Construction. This Resolution and the terms and conditions of the Notes authorized hereby shall be construed whenever possible so as not to conflict with the terms and conditions of the Loan and Disbursement Agreement. In the event such construction is not possible, or in the event of any conflict or inconsistency between the terms hereof and those of the Loan and Disbursement Agreement, the terms of the Loan and Disbursement Agreement shall prevail and be given effect to the extent necessary to resolve any such conflict or inconsistency.

PASSED AND APPROVED this 1st day of July, 2024.

Mayor

ATTEST:

City Clerk

## Staff Summary

**07/01/2024**
**Agenda Item # F.4.**

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

**REPORT TO:** Honorable Mayor & Council

**FROM:** David Derragon Assistant City Manager

**SUBJECT:** **Resolution No. 05-R-2024-2025 Approving Change Order No. 1 of 2024 Memorial Road Street & Utilities Improvements Project**

**BACKGROUND:** The proposed Kwik Star development combined with expected improvements/redevelopment on adjacent properties are expected to notably increase vehicle traffic within the Memorial Road corridor, particularly at and north of its intersection with Lakeshore Drive (Highway 7). Prior to construction, the roadway was gravel and did not have the structural capacity to accommodate the anticipated traffic loading. Additionally, this area is prone to inundation during notable rain events.

The project is replacing the gravel roadway with a new concrete/curb and gutter roadway. A new storm system is being constructed to minimize flooding events and sanitary sewer has been extended from Lakeshore Drive to serve future development within the corridor. A recent water system assessment revealed the watermain is in a sufficient condition to serve future development and therefore watermain improvements are not intended.

Supplemental work is proposed at the Scout Park Lift Station site to enhance the sewer collection system's operational flexibility and the City's resiliency should a pump failure occur at the lift station. This work includes the construction of a bypass assembly on the existing Scout Park Lift Station forcemain such that temporary pumps can continue utilizing the existing forcemain and not be routed to other portions of the City system. Construction of the assembly reduces the risk of raw wastewater being discharged overland/to the lake should a pump failure occur at the lift station.

The construction plans currently require the Scout Park lift station to temporarily cease pumping through the forcemain which crosses Lakeshore Drive at Memorial Road. As such, it's opportune to construct the bypass assembly while the planned temporary conveyance system is active. The construction of the bypass assembly will naturally require the use of the temporary conveyance system beyond what is currently indicated in the construction documents. Relatedly, the temporary conveyance route was originally expected to go through the center of the Buena Vista University for a limited duration. This extended duration makes this route no longer feasible and the temporary system will be lengthened and be routed through the southern portion of the campus.

The Contractor proposes to construct the bypass assembly at an estimated cost of $194,790.00 and to extend the temporary conveyance system at a fixed cost of $31,585.00.

Bolton & Menk has reviewed the proposal and deemed the additional cost reasonable. In fact, the engineer notes the additional length and pumping duration cost/linear foot/day represents a lower unit value than what is reflected in the current construction contract (~$29.60 vs $32.50/LF/day). Other pay items associated with the bypass assembly installation are aligned with observed values in the current construction market.

**FISCAL IMPACT:** The current estimated value of the contract is $3,127,240.00 with no previous change orders. This change order will result in an estimated $226,375.00 increase to the contract.

**RECOMMENDATION:** Approve Resolution 05-R-2024-2025 Approving Change Order No. 1 of the 2024 Memorial Road Street & Utilities Improvements Project

**ATTACHMENTS:**

- **2024-06-26 131538 Change Order No. 1 with Attachments.pdf**
- **Resolution No. 05-R-2024-2025 - Approving Change Order No. 1 of the 2024 Memorial Road Street & Utilities Improvements Project.docx**

# CHANGE ORDER FORM

**NO.: 1**

| | | | |
|---|---|---|---|
| Owner: | City of Storm Lake | Owner's Project No.: | |
| Engineer: | Bolton & Menk, Inc. | Engineer's Project No.: | 0P1.131538 |
| Contractor: | Reding's Gravel & Excavating Co., Inc. | Contractor's Project No.: | |
| Project: | 2024 Memorial Road Street and Utility Improvements | | |
| Contract Name: | 2024 Memorial Road Street and Utility Improvements | | |
| Date Issued: | June 26, 2024 | Effective Date of Change Order: | July 1, 2024 |

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

**Description:**

The work will include installation of a bypass assembly at the Scout Park Lift Station. The work will require exploratory excavation to verify the location of the 18" Forcemain and installation of the assembly components that will extend the duration of the temporary conveyance.

**Attachments:** Proposal Request
Reding's Quote 24-0136

| Change in Contract Price | Change in Contract Times |
|---|---|
| Original Contract Price:<br>$ 3,127,240.00 | Original Contract Times:<br>Substantial Completion: October 1, 2024<br>Ready for final payment: November 30, 2024 |
| **[Increase] [Decrease]** from previously approved Change Orders<br>$ 0.00 | **[Increase] [Decrease]** from previously approved Change Orders<br>Substantial Completion: NA<br>Ready for final payment: NA |
| Contract Price prior to this Change Order:<br>$ 3,127,240.00 | Contract Times prior to this Change Order:<br>Substantial Completion: October 1, 2024<br>Ready for final payment: November 30, 2024 |
| **Increase** this Change Order:<br>$ 226,375.00 | **[Increase] [Decrease]** this Change Order:<br>Substantial Completion: NA<br>Ready for final payment: NA |
| Contract Price incorporating this Change Order:<br>$ 3,353,615.00 | Contract Times with all approved Change Orders:<br>Substantial Completion: October 1, 2024<br>Ready for final payment: November 30, 2024 |

| | Recommended by Engineer (if required) | Accepted by Contractor |
|---|---|---|
| By: | DocuSigned by: Jeff Pope 7367BB09A51D4F7... | DocuSigned by: John C. Reding 413358B2ED0141B... |
| Title: | City Infrastructure Engineer | Secretary |
| Date: | June 26, 2024 | June 26, 2024 |
| | Authorized by Owner | Approved by Funding Agency (if applicable) |
| By: | | |
| Title: | | |
| Date: | | |

| | | | |
|---|---|---|---|
| **PROPOSAL** | OWNER | ☒ | Matt Beckman – City of Storm Lake |
| | ENGINEER | ☒ | Josh Pope – Bolton & Menk, Inc. |
| **REQUEST** | CONSULTANTS | ☐ | |
| | CONTRACTOR | ☒ | John Reding – Reding's Gravel & Excavating |
| | FIELD | ☒ | Luke Vander Horst – Bolton & Menk, Inc. |
| | OTHER | ☒ | Katy Gehler – Bolton & Menk, Inc. |

PROJECT: (name, address) Memorial Road Street & Utility Improvements

PROPOSAL REQUEST NO: 1

OWNER: City of Storm Lake

DATE: June 12, 2024

TO: Reding's Gravel & Excavating, Inc.
2001 E Oak Street
Algona, IA 50511

ENGINEER'S PROJECT NO: 0P1.131538

CONTRACT FOR: $3,127,240.00

CONTRACT DATED: March 18, 2023

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description: (Written Description of the Work)

The work will include installation of a bypass assembly at the Scout Park Lift Station while the temporary conveyance is in place. The work will require exploratory excavation to verify the location of the 18" forcemain and installation of the assembly components as shown on the attached figure.

Attachments: (List Attached Documents that Support Description)

Request for Proposal – Bypass Assembly
Figure #1: Scout Park Lift Station Bypass Assembly

ENGINEER: Joshua Pope DATE: 6/12/2024

# REQUEST FOR PROPOSAL - BYPASS ASSEMBLY

2024 MEMORIAL ROAD STREET AND UTILITY IMPROVEMENTS
CITY OF STORM LAKE, IOWA
BMI PROJECT NO. 0P1.131538

| ITEM NO. | ITEM | APPROX. QUANT. | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| CO1-1 | EXPLORATORY EXCAVATION | 10 | HR | $ 550.00 | $ 5,500.00 |
| CO1-2 | CONNECT TO EXISTING FORCEMAIN | 2 | EACH | $ | $ |
| CO1-3 | 18" X 8" TEE | 2 | EACH | $ | $ |
| CO1-4 | 18" DIP FORCEMAIN | 6 | LF | $ 1,400.00 | $ 8,400.00 |
| CO1-5 | 8" DIP FORCEMAIN | 25 | LF | $ | $ |
| CO1-6 | 18" PLUG VALVE | 1 | EACH | $ | $ |
| CO1-7 | 8" PLUG VALVE | 2 | EACH | $ | $ |
| CO1-8 | SANITARY FITTINGS BY WEIGHT, DUCTILE IRON | 314 | LB | $ 26.00 | $ 8,164.00 |
| CO1-9 | 8" BLIND FLANGE | 2 | EACH | $ | $ |
| CO1-10 | 8" FLANGE X 6" CAMLOCK | 1 | EACH | $ | $ |
| CO1-11 | 8" FLANGE X 4" CAMLOCK | 1 | EACH | $ | $ |
| | | **TOTAL AMOUNT BID:** | | | $ |

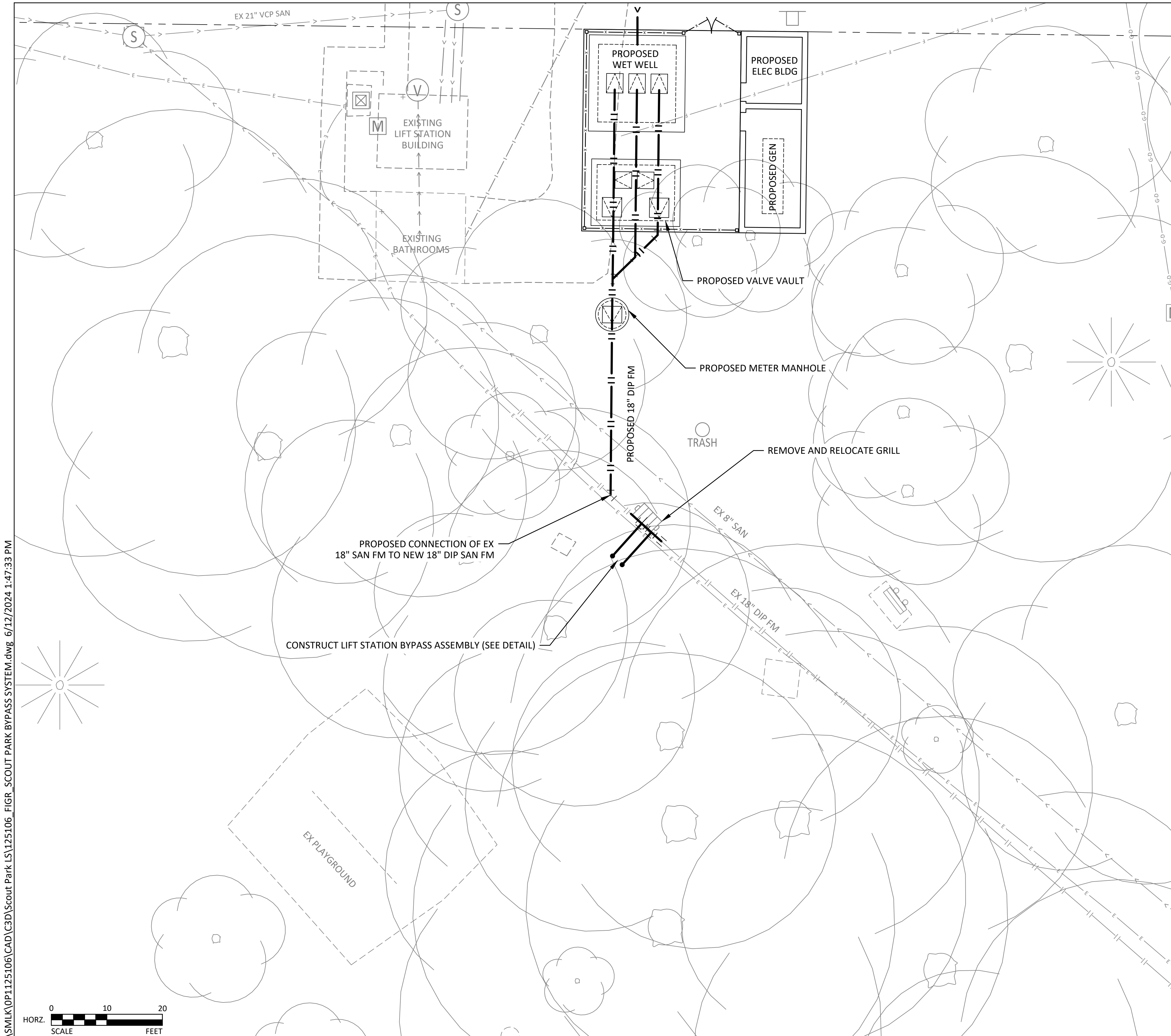
## Memorial Road Street & Utility Improvements

City of Storm Lake, Iowa

## Figure #1: Scout Park Lift Station Bypass Assembly

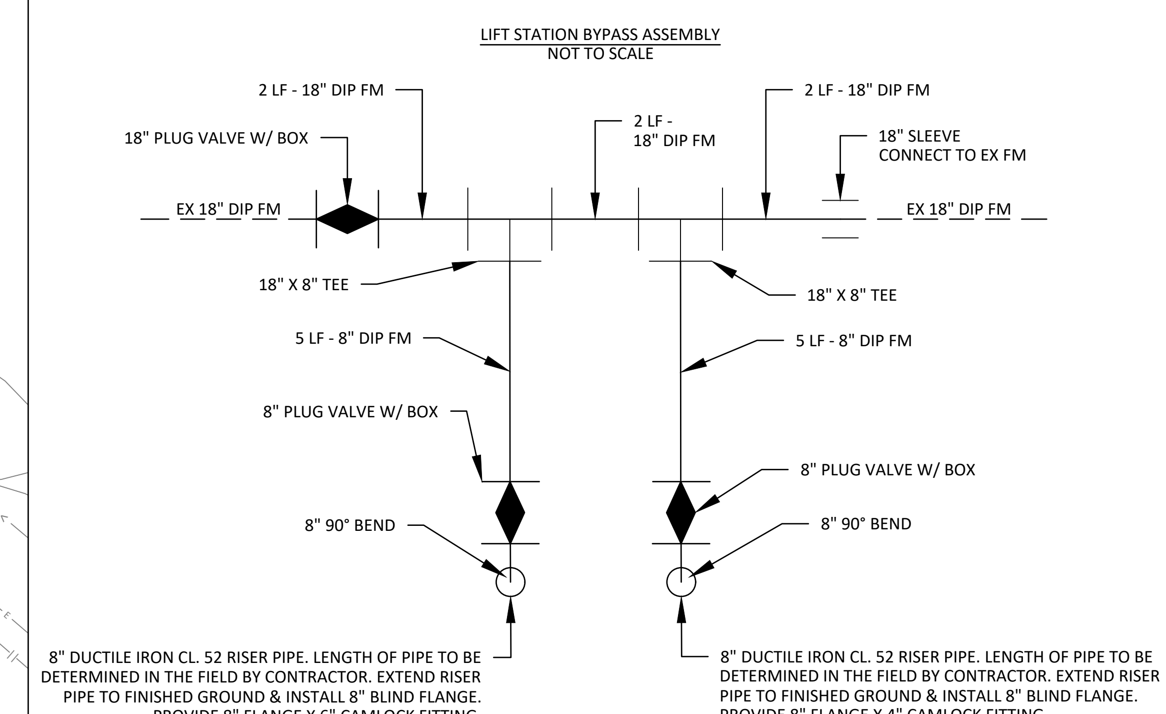
June 2024

BOLTON & MENK




NOTES:

1. PROPOSED LIFT STATION STRUCTURES, PIPING, AND BUILDING TO BE CONSTRUCTED AT A LATER DATE AS PART OF A DIFFERENT PROJECT.



# QUOTE

REDING'S
GRAVEL & EXCAVATING CO.

**Contact:** **John C. Reding**
**Mobile:** **(515) 341-5550**
**Email:** **john.reding@rgealgona.com**

| | | | |
|---|---|---|---|
| Quote To: | Bolton & Menk | Quote: | 24-0136 |
| Attn: | Katy Gehler | Project Name: | SL Memorial Road |
| | 12224 Nicollet Avenue | | Proposal Request No: 1 |
| | Burnsville, MN. 55337 | | Lift Station Bypass Assembly |
| Phone: | 507-513-9066 | | Temp. Conveyance Route Revisions |
| Fax: | | | |
| Email: | katy.gehler@bolton-menk.com | | |

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| CO1-1 | Exploratory Excavation | 10.00 | HR | 550.00 | 5,500.00 |
| CO1-2 | Temporary Conveyance System - Bypass Assembly | 1.00 | LS | 53,340.00 | 53,340.00 |
| CO1-3 | 18" Forcemain Valve | 1.00 | EA | 78,500.00 | 78,500.00 |
| CO1-4 | 8"on18" Tapping Valve Assembly - w/Aux. Gate Valve | 2.00 | EA | 21,000.00 | 42,000.00 |
| CO1-5 | 8" Riser Assembly w/8" Blind Flange x 4/6" Camlock | 2.00 | EA | 7,725.00 | 15,450.00 |
| | **SUBTOTAL - BYPASS ASSEMBLY** | | | | **194,790.00** |
| CO1-6 | Temporary Conveyance System - Route | 1.00 | LS | 31,585.00 | 31,585.00 |
| | **SUBTOTAL - ROUTE** | | | | **31,585.00** |

**GRAND TOTAL** **$226,375.00**

**NOTES:**

1) Does not include SWPPP, erosion control or related items.
2) Does not include temporary or permanent sod, seed, fertilize or mulch.
3) We will need two weeks to procure all necessary material.
4) We are using gate valves in lieu of plug valves.

***Additional work is approximately 1-2 weeks. Exact overall schedule impact is uncertain at this time, and depends on the sequencing of activities related to the critical path***

Signature: John C Reding Date: 6/21/2024

**RESOLUTION NO. 05-R-2024-2025**

**A RESOLUTION ADOPTING CHANGE ORDER NO. 1 FOR THE 2024 MEMORIAL ROAD STREET & UTILITIES IMPROVEMENTS PROJECT**

WHEREAS, the City Council of the City of Storm Lake has undertaken a public improvement project for a 2024 Memorial Road Street & Utilities Improvements Project; and

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

WHEREAS, on March 18, 2024, the following bid for the construction of certain improvements described in general as the 2024 Memorial Road Street & Utilities Improvements Project, was hereby accepted, the same being the lowest responsible bid received for said work as follows; and

Contractor: Reding's Gravel & Excavating, Inc.

Amount of Bid: $3,127,240.00

Porton of Bid: All

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

SECTION 1. That Change Order No. 1 for the 2024 Memorial Road Street & Utilities Improvements project is authorized in the amount of $226,375.00 increasing the total estimated contract price to $3,353,615.00.

SECTION 2. That the Mayor and Clerk are hereby directed to execute Change Order No. 1 for the construction of said public improvements.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE THIS 1st DAY OF JULY 2024.

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA

______________________________
Michael Porsch, Mayor

ATTEST

______________________________
Mayra A. Martinez, City Clerk

## Staff Summary

**07/01/2024**
**Agenda Item # F.5.**

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

**REPORT TO:** Honorable Mayor & Council

**FROM:** Scott Olesen Building & Code Compliance Director

**SUBJECT:** **Work Session - Discussion of Pigeon Ordinance**

**BACKGROUND:** The purpose of this work session is to review and discuss the creation of City Code regulations regarding the keeping of Pigeons.

There have been some requests to create an Ordinance which will help prevent conflicts between owners of Pigeons and adjoining property owners. City Staff has begun to review other existing City Ordinances and will provide the Council with a draft version for review at an upcoming meeting. Homing Pigeons do have have protections under Iowa State Law that will have to be taken into consideration in the development of any Ordinance. It is intended that the new Ordinance section be located along with other animal control regulations.

**FISCAL IMPACT:** Legal fees to be determined when Ordinance is submitted for review.

**RECOMMENDATION:** Discuss potential Pigeon Ordinance, give Staff input regarding regulations for the keeping of Pigeons as a part of a City Code update.

**ATTACHMENTS:**

## Staff Summary

**07/01/2024**
**Agenda Item # F.6.**

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

**REPORT TO:** Honorable Mayor & Council

**FROM:** Keri Navratil City Manager

**SUBJECT:** **Work Session - Water Operations**

**BACKGROUND:** Staff will provide information regarding water operations.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** N/A

**ATTACHMENTS:**

**_Water_Conservation_2023 Council Approved Plan.docx**

## RESOLUTION NO. 63-R-2022-2023

## WATER CONSERVATION PLAN FOR THE CITY OF STORM LAKE

As part of the Water Use Permit issued by the Iowa Department of Natural Resources, communities are required to adopt a water conservation plan to address their water needs and usage. It is important to note that the State of Iowa owns the water in Iowa and permits the use. Although water conservation plans are mandated by state legislation for water use permits, communities are encouraged to continue practicing conservation measures even when drought conditions do not exist. This will ensure that future Water Use Permits are authorized.

Due to drought conditions, water shortages have occurred which present a hazard to the health, safety and welfare of the residents of this community. The following Water Conservation Plan is prepared for all the users of the City of Storm Lake water system to conserve water and cut water usage. This plan provides practical alternatives for daily water usage and consumption. Water usage can be minimized, and the unnecessary waste of water can be eliminated if the plan is followed.

Users of the City of Storm Lake water system shall follow this plan to preserve this precious resource. The plan's goal is to increase awareness of the water shortage to ensure that an adequate supply of quality water will be available to meet Storm Lake's drinking water demands.

The intent of this plan is to educate Storm Lake's water system users about water efficiency and conservation and to cut water usage. Steps will be taken to monitor water usage. If water usage does not decrease as a result of this plan, the City will mandate that water conservation measures are taken in order to ensure adequate water supply is available for the health and safety of water system users.

Level 1- Education and Public Information Water Efficiency

Starting May of each year there will be an increase of public outreach through print media, radio, Facebook, and City Website. Efforts may include partnerships with home builders, local nurseries, Iowa Central Community College, Buena Vista University, Tyson Foods, Storm Lake Community School District, and/or others.

Water saving appliances, installing water saving devices, repairing leaks and reusing water for other purposes are easy and effective practices to reduce water use.

*LAWN and GARDEN*

Water use on the lawn and garden naturally increases during the summer months. Much of this water is wasted due to poor watering methods. Between 20-50% of water used on outdoor landscape either evaporates or runs off. To reduce the frequency of lawn watering, the following methods should be used:

*WATERING*

To protect lawns from permanent damage, a light watering of about ½ inch every two weeks will be adequate. This practice may not keep the lawn green, but it will give the lawn enough moisture to keep the roots and crows alive. The lawn will go dormant protecting itself by stopping growth and concentrating the moisture in its buds and other vital plant parts. A lawn can remain dormant for several months under this type of maintenance and recover reasonably well in the fall. If you must water the lawn, the best time to do so in early in the morning or early evening when evaporation is at a minimum.

*MOWING*
To minimize stress on your lawn during drought conditions, raise the height of your mower. The taller grass provides more protection for the moisture holding buds from the sun. This will result in less water for the lawn.

*WEED CONTROL*
Spot treatment of broadleaf weeds will reduce stress on your lawn. Avoid blanket applications to kill these weeds because this adds more stress to the lawn and require more watering.

*MULCH*
Use mulch to conserve moisture in your garden, planting beds, and around newly set trees. An organic mulch two to three inches deep will keep the soil damp and cool.

*WATER SAVING HORTICULTURE*
When you plant, plant hearty species that don't require as much water. Native plants usually don't require as much water and can withstand bright sunlight better.

*BACKYARD POOLS*
Cover pools when not in use to prevent evaporation and to keep them clean. Avoid filling pools too full to prevent splashing. Re-sue water for watering plants, shrubs, and lawns when changing water in the pool.

*WASHING VEHICLES*
Another big user of water is washing cars. This activity should be kept at a minimum. Use a hose with an automatic shut-off and wash vehicles in grass so water is not wasted on concrete.

*RAIN* COLLECTION
Capture and recycle rainwater by placing barrels or buckets beneath your downspouts. Use it to water your lawn and landscape plants.

Level 2- Voluntary Water Conservation Emergency
The City's Average Daily flow is 3.5 Million Gallons a Day. Voluntary measures will go into effect starting when there is a consecutive five (5) day period that the water plant operates at 4.6 MGD or if the City Manager deems an emergency. If these voluntary steps do not achieve 15% reduction in water usage, the City will invoke Level 3. A Voluntary Water Emergency will be issued by a Mayoral Proclamation.

The City will:
- Minimize hydrant flushing
- Minimize street flushing
- Minimize sewer flushing

- Minimize washing City vehicles
- Minimize fire flow test and fire training
- Reduce lawn sprinkling on City property, ballfields and golf course using City Water
    - No watering allowed on days proclaimed by the Mayor
    - Lawns and flower beds should NOT be watered between the hours of 10:00 a.m.-5:00 p.m.
- Lawns and flower beds should NOT be watered between the hours of 10 a.m.-5:00 p.m.
- Issue permits to residents for new sod or grass seed
- Issue permits for power washing buildings and concrete
- Issue permits for outdoor swimming pool filling
- Notify contract water users of voluntary measures

Storm Lake Water Users shall:

- Minimize Car washing . If washing vehicles is necessary, use a hose that is equipped with an automatic shut-off nozzle and wash vehicles on lawns to ensure water is not wasted on concrete.
- No watering allowed on days and times proclaimed by the Mayor
- Lawns and flower beds should NOT be watered between the hours of 10 a.m.-5:00 p.m.
- Permits will be needed for outdoor swimming pools. Pools may be filled between the hours of 8:00 p.m.-8:00 a.m.
- No watering during rain or high wind
- Minimize power washing sidewalks, buildings and driveways

<u>Level 3- Mandatory Water Conservation- Municipal infractions will be issued for violations</u>
Mandatory measures will go into effect starting when there is consecutive five (5) day period that the water plant operates at over 4.6 MGD or when the City Manager deems an emergency. If these mandatory steps do not achieve 20% reduction in water usage, the City will invoke Level 4. A Mandatory Water Emergency will be issued by a Mayoral Proclamation.

The City Will:

- Curtail all street flushing (except for emergencies)
- Curtail sewer flushing (except for emergencies)
- Curtail hydrant flushing(except for emergencies)
- Curtail washing City vehicles
- Curtail fire flow tests and fire training
- Curtail various fountains
- Curtail lawn sprinkling on City Property and ballfields
- Minimally water golf course greens
- No permit will be issued for new sod or grass seed
- No permit will be issued for power washing building and concrete
- Issue municipal infraction for violators

Storm Lake Water Users Shall:

- Water on days proclaimed by the Mayor
- Minimize car washing.
- No water shall be used to clean driveways and sidewalks.  Use a broom instead of water to clean patios, sidewalks and driveways.
- No water shall be used to power wash buildings
- No Watering lawns or flower beds between the hours of 10 a.m.-5:00 p.m.
- Outdoor pools may only be filled between the hours of 8:00 p.m. 10:00 p.m. with a permit
- Minimize power washing sidewalks, buildings and driveways
- Using drinking water resources for dust control or construction purposes
- Automatic car washes will assist the City as best they can at reducing water usage.

Level 4- Declaration of Water Emergency will be declared by the City Manager
When the plant reaches maximum capacity 5MGD a water emergency will be declared.

The City Shall:

- Eliminate all street flushing (except for emergencies)
- Eliminate sewer flushing (except for emergencies)
- Eliminate hydrant flushing (except for emergencies)
- Eliminate washing City vehicle.
- Eliminate fire flow tests and fire training.
- Eliminate use of fountains
- Eliminate lawn sprinkling on City Property and ballfields.
- Issue municipal infractions for violators

Storm Lake Water Users Shall:

- Eliminate all lawn and flower bed watering.
- Eliminate filling outdoor swimming pools.
- Eliminate car washing.
- Eliminate water for cleaning driveways and sidewalks
- Eliminate use of fountains
- Automatic car washes will be asked to shut down or cut back on production

PASSED AND APPROVED this 15th day of May 2023.

__________________________________
Michael Porsch, Mayor

ATTEST:

__________________________________
Mayra A. Martinez, City Clerk

## Staff Summary

**07/01/2024**
**Agenda Item # F.7.**

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

**REPORT TO:** Honorable Mayor & Council

**FROM:** Keri Navratil City Manager

**SUBJECT:** **Work Session - Trap Neuter and Return**

**BACKGROUND:** On June 26, 2024 City Council held a Trap Neuter and Return Public Forum. This work session will allow City Council to discuss the comments provided during the public forum and direct staff on any ordinance potential revisions.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** N/A

**ATTACHMENTS:**

## Staff Summary

**07/01/2024**
**Agenda Item # F.8.**

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

**REPORT TO:** Honorable Mayor & Council

**FROM:** Mayra Martinez City Clerk

**SUBJECT:** **City Council Requested Items / City Council Updates**

**BACKGROUND:** Date to be determined - Sign Ordinance Review

**FISCAL IMPACT:**

**RECOMMENDATION:**

**ATTACHMENTS:**

# CHANGE ORDER FORM

**NO.: 1**

| | | | |
|---|---|---|---|
| Owner: | City of Storm Lake | Owner's Project No.: | |
| Engineer: | Bolton & Menk, Inc. | Engineer's Project No.: | 0P1.131538 |
| Contractor: | Reding's Gravel & Excavating Co., Inc. | Contractor's Project No.: | |
| Project: | 2024 Memorial Road Street and Utility Improvements | | |
| Contract Name: | 2024 Memorial Road Street and Utility Improvements | | |
| Date Issued: | June 26, 2024 | Effective Date of Change Order: | July 1, 2024 |

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

**Description:**

The work will include installation of a bypass assembly at the Scout Park Lift Station. The work will require exploratory excavation to verify the location of the 18" Forcemain and installation of the assembly components that will extend the duration of the temporary conveyance.

**Attachments:** Proposal Request
Reding's Quote 24-0136

| Change in Contract Price | Change in Contract Times |
|---|---|
| Original Contract Price:<br>$ 3,127,240.00 | Original Contract Times:<br>Substantial Completion: October 1, 2024<br>Ready for final payment: November 30, 2024 |
| **[Increase] [Decrease]** from previously approved Change Orders<br>$ 0.00 | **[Increase] [Decrease]** from previously approved Change Orders<br>Substantial Completion: NA<br>Ready for final payment: NA |
| Contract Price prior to this Change Order:<br>$ 3,127,240.00 | Contract Times prior to this Change Order:<br>Substantial Completion: October 1, 2024<br>Ready for final payment: November 30, 2024 |
| **Increase** this Change Order:<br>$ 226,375.00 | **[Increase] [Decrease]** this Change Order:<br>Substantial Completion: NA<br>Ready for final payment: NA |
| Contract Price incorporating this Change Order:<br>$ 3,353,615.00 | Contract Times with all approved Change Orders:<br>Substantial Completion: October 1, 2024<br>Ready for final payment: November 30, 2024 |

| | Recommended by Engineer (if required) | Accepted by Contractor |
|---|---|---|
| By: | DocuSigned by: Jeff Pope 7367BB09A51D4F7... | DocuSigned by: John C. Reding 413358B2ED0141B... |
| Title: | City Infrastructure Engineer | Secretary |
| Date: | June 26, 2024 | June 26, 2024 |
| | Authorized by Owner | Approved by Funding Agency (if applicable) |
| By: | | |
| Title: | | |
| Date: | | |

| | | | |
|---|---|---|---|
| **PROPOSAL** | OWNER | ☒ | Matt Beckman – City of Storm Lake |
| | ENGINEER | ☒ | Josh Pope – Bolton & Menk, Inc. |
| | CONSULTANTS | ☐ | |
| **REQUEST** | CONTRACTOR | ☒ | John Reding – Reding's Gravel & Excavating |
| | FIELD | ☒ | Luke Vander Horst – Bolton & Menk, Inc. |
| | OTHER | ☒ | Katy Gehler – Bolton & Menk, Inc. |

PROJECT: (name, address) Memorial Road Street & Utility Improvements

PROPOSAL REQUEST NO: 1

OWNER: City of Storm Lake

DATE: June 12, 2024

TO: Reding's Gravel & Excavating, Inc.
2001 E Oak Street
Algona, IA 50511

ENGINEER'S PROJECT NO: 0P1.131538

CONTRACT FOR: $3,127,240.00

CONTRACT DATED: March 18, 2023

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description: (Written Description of the Work)

The work will include installation of a bypass assembly at the Scout Park Lift Station while the temporary conveyance is in place. The work will require exploratory excavation to verify the location of the 18" forcemain and installation of the assembly components as shown on the attached figure.

Attachments: (List Attached Documents that Support Description)

Request for Proposal – Bypass Assembly
Figure #1: Scout Park Lift Station Bypass Assembly

ENGINEER: Joshua Pope DATE: 6/12/2024

# REQUEST FOR PROPOSAL - BYPASS ASSEMBLY

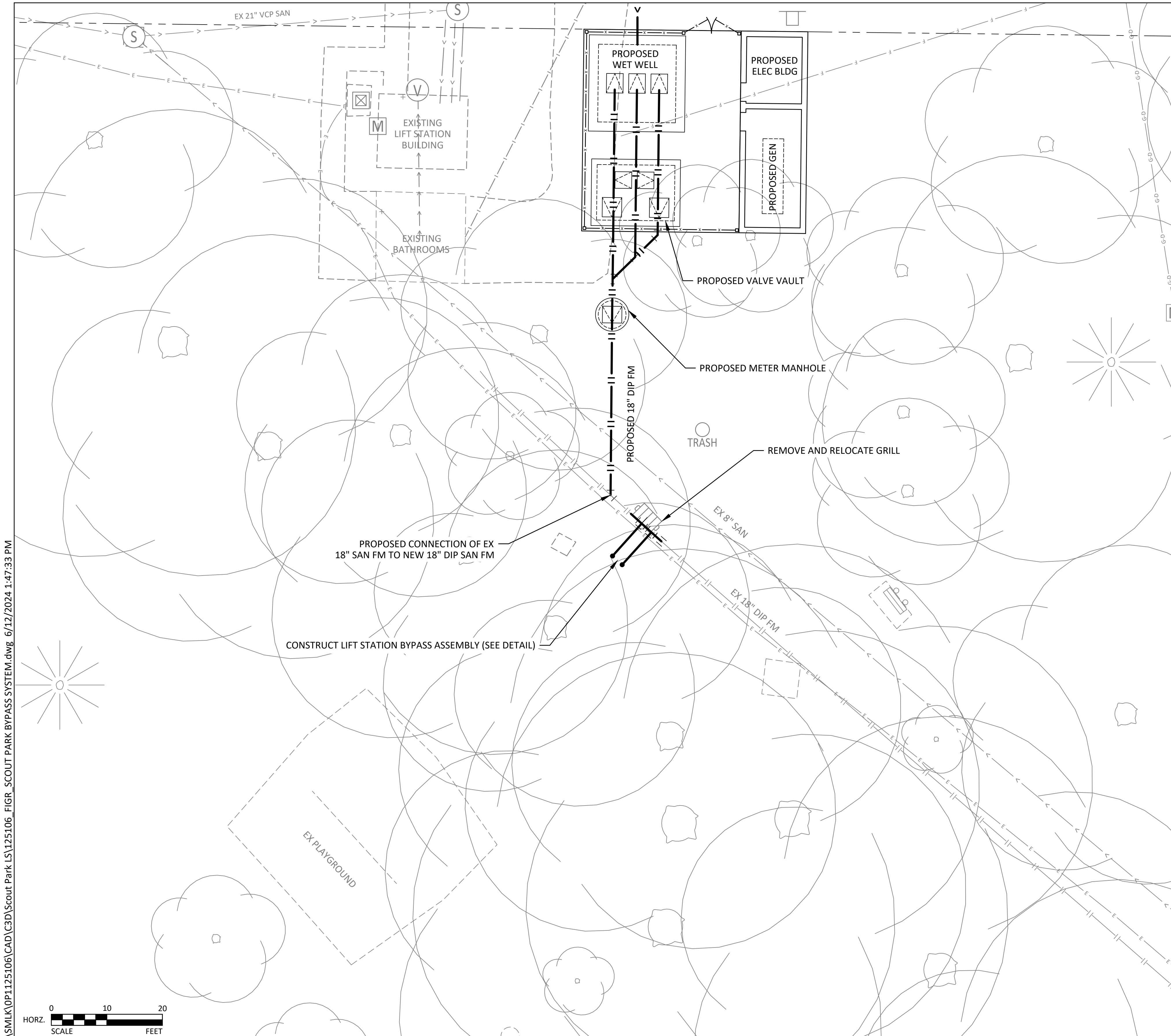
2024 MEMORIAL ROAD STREET AND UTILITY IMPROVEMENTS
CITY OF STORM LAKE, IOWA
BMI PROJECT NO. 0P1.131538

| ITEM NO. | ITEM | APPROX. QUANT. | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| CO1-1 | EXPLORATORY EXCAVATION | 10 | HR | $ 550.00 | $ 5,500.00 |
| CO1-2 | CONNECT TO EXISTING FORCEMAIN | 2 | EACH | $ | $ |
| CO1-3 | 18" X 8" TEE | 2 | EACH | $ | $ |
| CO1-4 | 18" DIP FORCEMAIN | 6 | LF | $ 1,400.00 | $ 8,400.00 |
| CO1-5 | 8" DIP FORCEMAIN | 25 | LF | $ | $ |
| CO1-6 | 18" PLUG VALVE | 1 | EACH | $ | $ |
| CO1-7 | 8" PLUG VALVE | 2 | EACH | $ | $ |
| CO1-8 | SANITARY FITTINGS BY WEIGHT, DUCTILE IRON | 314 | LB | $ 26.00 | $ 8,164.00 |
| CO1-9 | 8" BLIND FLANGE | 2 | EACH | $ | $ |
| CO1-10 | 8" FLANGE X 6" CAMLOCK | 1 | EACH | $ | $ |
| CO1-11 | 8" FLANGE X 4" CAMLOCK | 1 | EACH | $ | $ |
| | | **TOTAL AMOUNT BID:** | | | $ |

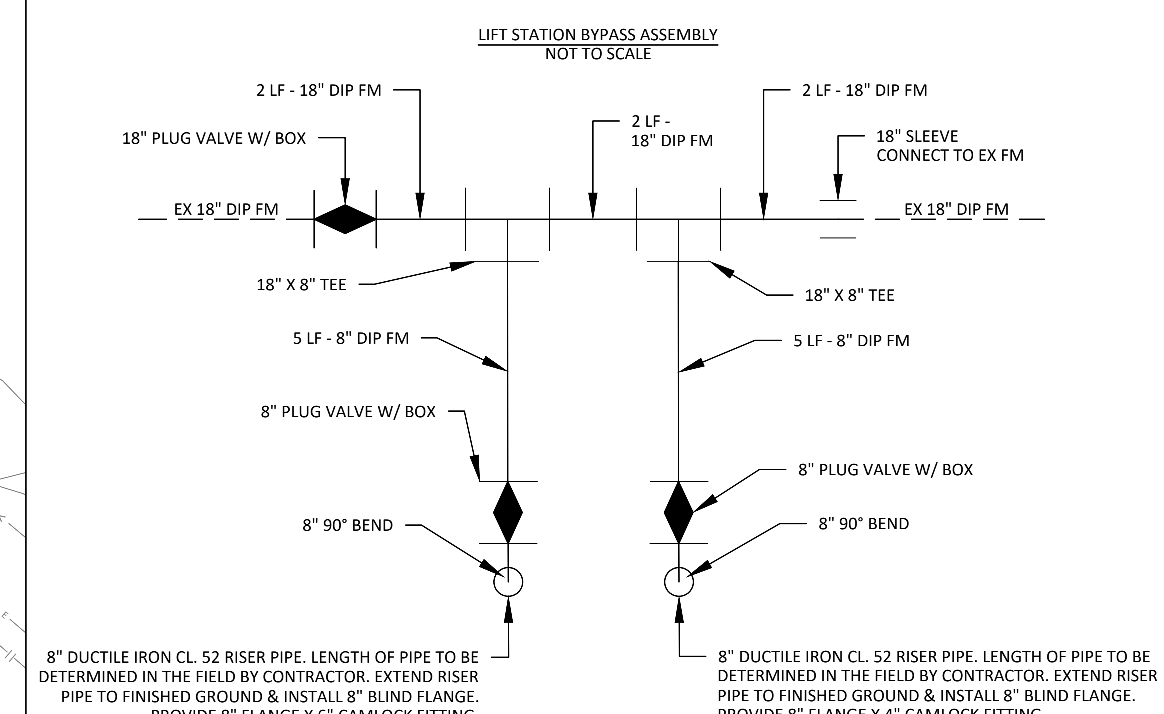
# Figure #1: Scout Park Lift Station Bypass Assembly

June 2024

BOLTON & MENK




NOTES:
1. PROPOSED LIFT STATION STRUCTURES, PIPING, AND BUILDING TO BE CONSTRUCTED AT A LATER DATE AS PART OF A DIFFERENT PROJECT.




H:\SMLK\0P1125106\CAD\C3D\Scout Park LS\125106_FIGR_SCOUT PARK BYPASS SYSTEM.dwg 6/12/2024 1:47:33 PM

# QUOTE

REDING'S
GRAVEL & EXCAVATING CO.

**Contact:** **John C. Reding**
**Mobile:** **(515) 341-5550**
**Email:** **john.reding@rgealgona.com**

| | | | |
|---|---|---|---|
| Quote To: | Bolton & Menk | Quote: | 24-0136 |
| Attn: | Katy Gehler | Project Name: | SL Memorial Road |
| | 12224 Nicollet Avenue | | Proposal Request No: 1 |
| | Burnsville, MN. 55337 | | Lift Station Bypass Assembly |
| Phone: | 507-513-9066 | | Temp. Conveyance Route Revisions |
| Fax: | | | |
| Email: | katy.gehler@bolton-menk.com | | |

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| CO1-1 | Exploratory Excavation | 10.00 | HR | 550.00 | 5,500.00 |
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**GRAND TOTAL** **$226,375.00**

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Signature: John C Reding Date: 6/21/2024