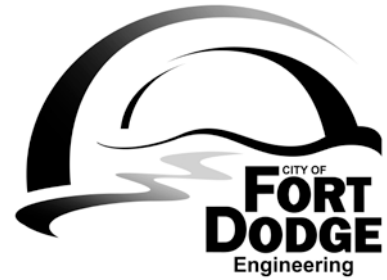


**May 21, 2014**

**To: Mayor Bemrich and City Council**

**From: David Fierke, City Manager**

**Subject: Public Hearing & Resolution Approving Sewer Revenue  
Loan and Disbursement Agreement**



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**ACTION: For vote Monday, May 12, 2014**

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**Brief History**

The City of Fort Dodge currently experiences overloaded sewers, sewage backups in basements, untreated sewage bypassed to storm sewers, and overloaded pump stations that bypass raw wastewater directly to the Des Moines River. Based on a compilation of previous studies, the total peak wastewater entering the sewer system is approaching 50 million gallons per day during peak wet weather events which far exceeds system capacities.

The objective of this Sanitary Sewer Evaluation Study (SSES) is to evaluate the sanitary sewer system for the entire community. This Study included extensive field work to gather data about how the system operates on a day-to-day basis. This study also included the creation of a model of the entire system so that it can be evaluated based on the individual drainage basins, dry weather flow, wet weather flow, etc. The SSES provided the framework by which decisions will be made regarding what type of improvement projects are needed: rehabilitation, reconstruction, relining, and relief sewers. This framework will also be utilized to determine the prioritization and funding allocations for projects. The SSES work included a Phase 1 and a Phase 2 and was started by McClure Engineering in February, 2011.

Based on the review and compilation of all this information, Council approved a contract with McClure Engineering to complete design work on 3 sanitary sewer immediate needs projects. Those 3 projects included:

- Northgate Lift Station Force Main Reroute
- Basin R14 Relief Outlet (N. 14<sup>th</sup> St. and 10<sup>th</sup> Ave. N. to N. 18<sup>th</sup> St. and 10<sup>th</sup> Ave. N.)
- Basin G13 Relief Outlet (S. 19<sup>th</sup> St. and 1<sup>st</sup> Ave. S. to S. 17<sup>th</sup> St. and 6<sup>th</sup> Ave. S.)

In March, 2012, Council approved a 3-year, zero percent interest Planning and Design loan for the SSES and Sanitary Sewer Immediate Needs work in the amount of \$3,000,000 through the Clean Water State Revolving Fund (SRF) program.

### **Analysis of Issue**

A Resolution is attached for the approval of the SRF Sewer Revenue Loan and Disbursement Agreement in the amount of \$8,200,000 at 1.75% interest over 20 years. This agreement is for the Sanitary Sewer Evaluation Study and the design and construction of the Sanitary Sewer Immediate Needs Projects.

### **Budget Impact**

In 2012, sanitary sewer utility rates were set accordingly to pay back a \$6,000,000 SRF loan over 20 years. Because the SRF program has reduced their interest rate from 3.25% to 7.75% and reduced their origination fee from 1% to 0.5%, the City now has the ability fund the proposed \$8,200,000 SRF loan without increasing the sewer rates.

### **Strategic Plan Impact**

Policy D.4.2: Advanced planning for all infrastructure facilities shall be supported and routinely updated. Facilities benefited by advanced planning shall include, at minimum, schools, health care, residential areas, roads, water, sewer, storm water management, parks, recreation, and greenways.

### **Impact on Existing Plans**

None

### **Committee Review / Recommendation**

Several Council workshops have been held regarding this process and the resulting projects.

### **Staff Conclusions / Recommendations**

It is our recommendation to set a Public Hearing for May 27, 2014, on the proposal to enter into the SRF Sewer Revenue Loan and Disbursement Agreement in the amount of \$8,200,000 at 2% interest over 20 years.

### **Alternatives**

No practical alternative are suggested.

### **Implementation and Accountability**

The Engineering Department and McClure Engineering will be responsible for this project.

Signed



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Chad W. Schaeffer, P.E.  
City Engineer

Approved

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David R. Fierke  
City Manager

(Hearing/Issuance - Revenue)

419414-74

Fort Dodge, Iowa

May 27, 2014

A meeting of the City Council of Fort Dodge, Iowa, was held on May 27, 2014, at 6:00 o'clock p.m. at the Municipal Building, Fort Dodge, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

This being the time and place specified for holding a public hearing and taking action on the proposal to enter into a Sewer Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the Public Hearing.

After due consideration and discussion, Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption, seconded by Council Member \_\_\_\_\_. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

RESOLUTION NO. \_\_\_\_

Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$8,200,000 Taxable Sewer Revenue Bonds

WHEREAS, the City of Fort Dodge (the “City”), in the County of Webster, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”), and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its Sewer Revenue Bond, Series 1999A, dated September 30, 1999 (the “Series 1999A Bond”), in the aggregate principal amount of \$243,597, a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its Sewer Revenue Bond, Series 1999B, dated September 30, 1999 (the “Series 1999B Bond”), in the aggregate principal amount of \$10,142,403, a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its Sewer Revenue Bond, Series 2002, dated June 4, 2002 (the “Series 2002 Bond”), in the aggregate principal amount of \$1,331,000, a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its Sewer Revenue Bond, Series 2002A, dated August 2, 2002 (the Series 2002A Bond”), in the aggregate principal amount of \$3,705,000, a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its Sewer Revenue Bond, Series 2012, dated November 16, 2012 (the “Series 2012 Bond”), in the aggregate principal amount of \$23,575,0000, a portion of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City has heretofore issued its Taxable Sewer Revenue Refunding Bond, Series 2014, dated February 28, 2014 (the “Series 2014 Bond”), in the aggregate principal amount of \$22,467,0000, a portion of which remains outstanding; and

WHEREAS, pursuant to the resolutions (the “Outstanding Bond Resolutionss”) authorizing the issuance of the Series 1999A Bond, the Series 1999B Bond, the Series 2002 Bond, the Series 2002A Bond, the Series 2012 Bond and the Series 2014 Bond (hereinafter collectively referred to as the “Outstanding Bonds”), the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Bonds; and

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a certain Sewer Revenue Loan and Disbursement Agreement in a principal amount not to exceed \$8,200,000 to provide funds to pay a portion of the cost of constructing improvements and extensions to the Utility (the “Project”), and has published notice of the proposed action and has held a hearing thereon on May 27, 2014;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Fort Dodge, Iowa, as follows:

Section 1. It is hereby determined that the City shall enter into a Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) with the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the “Lender”). The Agreement shall be in substantially the form as has been placed on file with the City and shall provide for a loan to the City in the amount of \$8,200,000, for the purpose as set forth in the preamble hereof.

The Mayor and City Clerk are authorized and directed to sign the Agreement on behalf of the City, and the Agreement is hereby approved.

Section 2. Taxable Sewer Revenue Bonds, Series 2014 (the “Bonds”) are hereby authorized to be issued in evidence of the obligation of the City under the Agreement, in the total aggregate principal amount of \$8,200,000, to be dated the date of delivery to or upon the direction of the Lender, and bearing interest from the date of each advancement made at the rate of 1.75% per annum pursuant to the Agreement, until payment thereof, as set forth in Exhibit A attached to the Agreement.

The Bonds may be in the denomination of \$1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single Bond in the denomination of \$8,200,000 and numbered R-1.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent”.

Payment of the principal of and interest on the Bonds and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of the Bond or Bonds to the Paying Agent.

In addition to the payment of principal of and interest on the Bonds, the City also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Bonds and the amount of the Loan advanced thereunder shall be recorded in the office of the City

Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days notice of redemption by facsimile, e-mail, certified or registered mail to the Lender (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

All of the Bonds and the interest thereon, and the Outstanding Bonds, together with any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as “Parity Obligations”), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City or the Utility be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds and the interest thereon.

Section 3. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the loan proceeds, and all action heretofore taken in connection with the Agreement is hereby ratified and confirmed in all respects.

Section 4. The Bonds shall be in substantially the following form:



cost of constructing improvements and extensions to the Municipal Sanitary Sewer System (the “Utility”) of the City (the “Project”).

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2013, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior 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 the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days notice of redemption by facsimile, e-mail, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City’s Sewer Revenue Bond, Series 1999A, dated September 30, 1999; Sewer Revenue Bond, Series 1999B, dated September 30, 1999; Sewer Revenue Bond, Series 2002, dated June 4, 2002; Sewer Revenue Bond, Series 2002A, dated August 2, 2002; Sewer Revenue Bond, Series 2012, dated November 16, 2012; Taxable Sewer Revenue Refunding Bond, Series 2014, dated February 28, 2014; and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have



existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Fort Dodge, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF FORT DODGE, IOWA

By (Do Not Sign)  
Mayor

Attest:

(Do Not Sign)  
City Clerk

**(On the back of each Bond the following certificate shall be executed with the duly authorized signature of the City Treasurer)**

STATE OF IOWA  
COUNTY OF WEBSTER    SS:    CITY TREASURER'S CERTIFICATE  
CITY OF FORT DODGE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign)  
City Treasurer

### ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	
				_____
				(State)

Additional abbreviations may also be used though not in the list above.

### ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

\_\_\_\_\_  
(Please print or type name and address of Assignee)

\_\_\_\_\_  
PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint \_\_\_\_\_, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: \_\_\_\_\_

Signature guaranteed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

### PRINCIPAL PAYMENT SCHEDULE

Due June 1	Amount	Due June 1	Amount
2016	\$338,000	2026	\$411,000
2017	\$344,000	2027	\$420,000
2018	\$351,000	2028	\$428,000
2019	\$358,000	2029	\$437,000
2020	\$365,000	2030	\$445,000
2021	\$373,000	2031	\$454,000
2022	\$380,000	2032	\$463,000
2023	\$388,000	2033	\$473,000
2024	\$395,000	2034	\$482,000
2025	\$403,000	2035	\$492,000

Section 5. The loan proceeds shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof.

Section 6. So long as any of the Bonds, the Outstanding Bonds or any Parity Obligations are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the “Gross Revenues”) at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the “Operating Expenses”) and to leave a balance of net revenues (herein referred to as the “Net Revenues”) equal to at least 110% of the principal of and interest on all of the Bonds, the Outstanding Bonds and any other Parity Obligations due in such fiscal year, as the same become due.

Section 7. The provisions, covenants, undertakings and stipulations for the operation of the Utility and for the collection, application and use of the Gross Revenues and income from such operation, as set forth in the Outstanding Bond Resolutions shall inure and appertain to the Bonds to the same extent and with like force and effect as if herein set out in full, except only insofar as the same may be inconsistent with this resolution.

Nothing in this resolution shall be construed to impair the rights vested in the Outstanding Bonds. The amounts herein required to be paid into the various funds hereafter named shall be inclusive of said payments required in respect to the Outstanding Bonds. The provisions of the Outstanding Bond Resolutions and the provisions of this resolution are to be construed whenever 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 obligations authorized by such resolution have been paid or otherwise satisfied as therein provided, at which time the provisions of this resolution shall again prevail.

Section 8. From and after the issuance of the Bonds, the Gross Revenues of the Utility shall continue to be set aside into the City’s Sewer Revenue Fund (“Sewer Revenue Fund”) created under the Outstanding Bond Resolutions. The Sewer Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent hereinafter provided, be used to pay the principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations, and to create and maintain the several separate funds hereinafter established.

Section 9. The provisions in and by the Outstanding Bond Resolutions, whereby there has been created and is to be maintained a Sewer Revenue Bond Sinking Fund (herein referred to as the “Sinking Fund”), and for the payment into said fund from the Net Revenues of the Utility such portion thereof as will be sufficient to pay the interest on and principal of the Outstanding Bonds, are all hereby ratified and confirmed, and all such provisions shall inure and constitute the security for the payment of the interest on and principal of the Bonds hereby

authorized as may be outstanding from time to time; provided, however that on the first day of each month of each year, the minimum amount to be set aside, in addition to the amounts required to be set aside in the Outstanding Bond Resolutions, and paid into the Sinking Fund shall be not less than as follows:

Commencing July 1, 2014, and continuing through and including November 1, 2014, an amount equal to 1/5th of the installment of interest coming due on December 1, 2014, and, thereafter, commencing December 1, 2014, an amount equal to 1/6th of the installment of interest coming due on the next succeeding interest payment date. In addition, commencing June 1, 2015, an amount equal to 1/12th of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund.

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations as the same shall become due and payable. Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provisions shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations.

If at any time there be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

No further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire all of the Bonds, the Outstanding Bonds and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

All of such payments required to be made into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day.

Section 10. The provisions in and by the Outstanding Bond Resolutions, whereby there has been created and is to be maintained a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first making the required payments into the Sinking Fund are all hereby ratified and confirmed. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Bonds, the Outstanding Bonds and any Parity Obligations.

As long as the Sinking Fund has the full amounts required to be deposited therein by the Outstanding Bond Resolutions and this resolution, any balance in the Surplus Fund may be

expended by the City in such manner as the Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.

Section 11. All money held in any fund or account created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be considered to constitute Gross Revenues of the Utility and shall be deposited in or transferred to the Sewer Revenue Fund and used solely and only for the purposes specified herein for such funds.

Section 12. The City hereby covenants and agrees with the owner or owners of the Bonds, the Outstanding Bonds and Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds, the Outstanding Bonds and Parity Obligations shall have been paid in full, both principal and interest, or unless and until provisions shall have been made for the payment of the Bonds, the Outstanding Bonds and Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the Council, or such duly constituted body as may then be charged with the operation of the Utility, is no longer useful or profitable in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 13. Upon a breach or default of a term of the Bonds, the Outstanding Bonds or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 14. The Bonds, the Outstanding Bonds or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of such Bonds, the Outstanding Bonds or Parity Obligations, it being the intention of the City that there shall be no priority among the Bonds, the Outstanding Bonds or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby reserves the right and privilege of issuing Parity Obligations.

Section 15. The City agrees that so long as the Bonds, the Outstanding Bonds or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds, the Outstanding Bonds and any Parity Obligations on the insurable portions of the

Utility of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the Utility damaged or destroyed. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners of the Bonds, the Outstanding Bonds or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data of the City relating thereto.

Section 16. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds and Parity Obligations as may from time to time be outstanding, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds or Parity Obligations until all of the Bonds and Parity Obligations and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Bonds and Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Bonds or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- (a) Make any change in the maturity or redemption terms of the Bonds or Parity Obligations.
- (b) Make any change in the rate of interest borne by any of the Bonds or Parity Obligations.
- (c) Reduce the amount of the principal payable on any Bonds or Parity Obligations.
- (d) Modify the terms of payment of principal of or interest on the Bonds or Parity Obligations, or any of them, or impose any conditions with respect to such payment.
- (e) Affect the rights of the owners of less than all of the Bonds or Parity Obligations then outstanding.
- (f) Reduce the percentage of the principal amount of the Bonds or Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be (1) filed with the Lender



and (2) mailed by certified mail to each registered owner of any Bond or Parity Obligation 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 owners of at least a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding at the time of the adoption of such amendatory resolution specifically consenting to the adoption thereof as herein provided, no owner of any Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond or Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

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 persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 17. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 18. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 19. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 27, 2014.

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Mayor

Attest:

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City Clerk

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On motion and vote, the meeting adjourned.

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Mayor

Attest:

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City Clerk

STATE OF IOWA  
COUNTY OF WEBSTER   SS:  
CITY OF FORT DODGE

I, the undersigned, do hereby certify that I have in my possession or have access to the complete corporate records of the aforesaid City and of its Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Taxable Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and the issuance of \$8,200,000 Sewer Revenue Bonds (the “Bonds”) of said City evidencing the City’s obligation under such Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no objections were filed in my office and no objections of any kind were made to the matter of entering into such Agreement or issuing such Bonds at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Bonds.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk

STATE OF IOWA  
COUNTY OF WEBSTER   SS:  
CITY OF FORT DODGE

I, the undersigned Clerk of the aforementioned City, do hereby certify that I have complete access and control of all of the corporate records of the City and that, based upon examination of such records, I have determined that the City did heretofore establish a Municipal Sanitary Sewer System (the “Utility”), and that the management and control of the Utility are vested in the City Council, and that no board of trustees exists which has any part of the control and management of such Utility.

I further certify that there is not pending or threatened any question or litigation whatsoever touching the establishment, improvement or operation of such Utility and that there are no bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the revenues derived from the operation of such Utility, except for the City’s Sewer Revenue Bond, Series 1999A, dated September 30, 1999; Sewer Revenue Bond, Series 1999B, dated September 30, 1999; Sewer Revenue Bond, Series 2002, dated June 4, 2002; Sewer Revenue Bond, Series 2002A, dated August 2, 2002; Sewer Revenue Bond, Series 2012, dated November 16, 2012; Taxable Sewer Revenue Refunding Bond, Series 2014, dated February 28, 2014; and the current issue of \$8,200,000 Taxable Sewer Revenue Bonds of the City.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk

May 21, 2014

**VIA EMAIL**

Jeff Nemmers  
City Clerk/City Hall  
Fort Dodge, Iowa

Re: Fort Dodge, Iowa  
\$8,200,000 SRF Sewer Revenue Loan and Disbursement Agreement  
File No. 419414-74

Dear Jeff:

We have prepared and attach proceedings to be used at the May 27, 2014 City Council meeting to enable the City Council (the "Council") to hold the public hearing and adopt the resolution (the "Resolution") approving the SRF Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and providing for the issuance of the Sewer Revenue Bond (the "Bond").

The proceedings attached include the following items:

1. Minutes of the May 27, 2014 meeting reflecting the public hearing and providing for the adoption of the Resolution. The form of Bond, Treasurer's Certificate and Assignment are included as part of the Resolution but need not be completed or executed.
2. Certificate attesting to the transcript.
3. Establishment and non-litigation certificate with respect to the Sanitary Sewer System.

On May 27, 2014, the Council should meet as scheduled and hold the public hearing. After the public hearing, the Council may proceed with the adoption of the Resolution. All members of the Council present should vote upon the adoption of the Resolution, and the vote of each member should be called and recorded by name.

We have also attached the Agreement for execution by the you and the Mayor. Please print three (3) copies of the Agreement and have them executed as indicated. After they have been signed, please return all of these copies to us so that we can have them signed on behalf of the Iowa Finance Authority, after which we will furnish you with a signed original for the City's records.

Additionally, we have included the Closing Certificate to be executed by you and the Mayor. Please review the certificate for any inaccuracies and return the original executed certificate to our office.

Finally, we have attached the Bond for execution by you and the Mayor. Please note that you must sign the bond, once in your capacity as City Clerk and once in your capacity as City Treasurer.

Please return to us a completed copy of the resolution and all closing documents by Thursday, May 29, 2014.

Please call Jessica Wells or me if you have questions.

Very truly yours,

Amy Bjork

Attachments

cc via email: Tracy Scebold  
David Fierke  
Chad Schaeffer