

**CITY OF STORM LAKE
REGULAR COUNCIL SESSION MEETING,
CITY HALL
COUNCIL CHAMBERS
AUGUST 15, 2022
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:

Dial: 1-312-626-6799 or toll-free: 1-888-475-4499

Zoom Meeting ID: 933-2006-3301

BY COMPUTER:

<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. [Buy Local Information](#)
 - 3. [Noise Variance Amendment for BVU Welcome Weekend](#)
 - 4. [SLPD City Code Enforcement Summary](#)
- E. **Unfinished Business**
- F. **New Business**
 - 1. [Public Hearing on Proposal To Enter Into A Development Agreement with Brash, L.L.C.](#)
 - 2. [Resolution No. 07-R-2022-2023 Approving And Authorizing Execution Of A Development Agreement By And Between The City Of Storm Lake And Brash, L.L.C.](#)
 - 3. [Motion to Approve Submission of a Grant to T-Mobile for Revitalization Project for the Library Courtyard Area](#)
 - 4. [Public Hearing for Plans, Specifications, From of Contract and Engineer's Estimate for the Storm Lake Library HVAC Renovation Project](#)
 - 5. [Resolution No. 08-R-2022-2023 Approving Plans, Specifications, From of Contract and Engineer's Estimate for the Storm Lake Library HVAC Renovation Project](#)

6. Resolution No. 09-R-2022-2023 Approving Bid and Awarding Contract for Storm Lake Library HVAC Renovation Project
7. Work Session - Golf Course Update and discussion of Code Established Fees.
8. Resolution No. 10-R-2022-2023 Amending The Fee Resolution For The Golf Course Fees
9. Work Session- Golf Cart Use on City Streets
10. City Council Requested Items

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.*

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

Staff Summary

08/15/2022

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 for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the August 1, 2022 City Council Minutes
- Approve renewal liquor licenses for Boz-Wellz, Hy-Vee Fast and Fresh, and Waterview Inc.
- Appoint Dennis Freking to the Band Trustees (term to expire 06/30/2024)
- Approve Noise Variance Amendment for BVU Welcome Weekend
- Approve the SLPD City Code Enforcement update..

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills -- \$807,783.85
- King's Pointe & Sunrise Pointe Golf Course Bills -- \$425,832.61

The City will receive the following revenues:

- Liquor License Renewal Fees --\$1,382.50

RECOMMENDATION: **Approve Consent Agenda**

ATTACHMENTS:

[08012022 CC Minutes.docx](#)
[City Claims Report 08152022](#)
[Boz-Wellz Application 2022.pdf](#)
[Boz Wellz Report](#)
[Hy-Vee Fast & Fresh Liquor Application 2022.pdf](#)
[Hy-vee Fast and Fresh Report.xls](#)
[Waterview KC Hall Application 2022.pdf](#)
[Waterview KC Hall Report 2022.xls](#)
[Dennis Freking - Application.pdf](#)

**CITY OF STORM LAKE CITY HALL COUNCIL CHAMBERS REGULAR COUNCIL
SESSION MEETING, AUGUST 1, 2022 5:00 PM**

Present: Mayor Pro Tem Kevin McKinney, City Council Members Maggie Martinez, Matt Ricklefs, and Tyson Rice, Member Maria Ramos (via Zoom). Absent: Mayor Michael Porsch.

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Police Chief Chris Cole, Fire Chief Glenn Schlessler, King's Pointe Manager Amy Von Bank, Public Works Director Matt Beckman, Building and Code Compliance Director Scott Olesen, , Library Director Elizabeth Huff, Public Services Supervisor Scott Bonebrake, Assistant Public Services Supervisor Brandon Ripke, Development Services Specialist Lee Dutfield, Communications Coordinator Dana Larsen, and City Clerk Mayra Martinez

Media Present: Tom Cullen with The Storm Lake Times Pilot, Ryan Thompson with KAYL Radio.

Mayor Pro Tem Kevin McKinney called the meeting to order at 5:00 pm.

Pledge of Allegiance

Agenda – No changes were made to the agenda.

Disclosures – None at this time.

Hear the Public -

Consent Agenda - Moved by Council Member Martinez to approve the Consent Agenda, list of bills Check #'s 78689 through 78741, EFT #'s 900, 3194 through 3236, King's Pointe and Sunrise Pointe disbursements, approve the July 18, 2022, City Council minutes, acknowledge the June 2022 Library minutes and Airport minutes, approve renewal liquor licenses for Yesway #1169, Casey's Store #3679, and Coffee Tree, change the regular City Council Meetings in Fiscal Year 2022 - 2023 due to Holidays from Monday to Tuesday: September 5th, 2022 as it is the Observed Date for Labor Day to September 6th, 2022 and January 2nd, 2023 the City's Observed Date for New Year's to January 3rd, 2023, approve an easement with Brash LLC, approve BVRMC Aware 2022 5k Walk/Run request, and approve SLPD City Code Enforcement update. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Unfinished Business - None

Lead Service Line Replacement Report - Moved by Council Member Rice to approve an agreement with ISG for Lead Service Line Replacement preliminary engineering report. Seconded by Council Member Ricklefs. Vote: All ayes . Motion carried.

Development Agreement With Brash, L.L.C. - Moved by Council Member Ricklefs to approve setting a Public Hearing on August 15, 2022, at 5:00 pm at City Council Chambers for a proposal to enter into a development agreement with Brash, L.L.C. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

6th Street Utility Extension Project - Moved by Council Member Ramos to approve setting a Public Hearing for plans, specifications, form of contract and engineer's estimate for the 6th Street Utility

Extension project for September 6, 2022, at 5:00 pm at City Council Chambers. Seconded by Council Member Martinez. Vote: All ayes. Motion carried.

Storm Lake Library HVAC Renovation Project - Moved by Council Member Ricklefs to adopt Resolution No. 06-R-2022-2023 setting a Public Hearing for plans, specifications, form of contract, and engineer's estimate for the Storm Lake Library HVAC renovation project for August 15, 2022, at 5:00 pm at City Council Chambers. Seconded by Council Member Martinez. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 06-R-2022-2023

**A RESOLUTION SETTING THE TIME AND PLACE FOR A
PUBLIC HEARING ON THE PLANS, SPECIFICATIONS, AND
FORM OF CONTRACT FOR THE STORM LAKE
LIBRARY HVAC AND TELEHEALTH ROOM PROJECT
FOR THE CITY OF STORM LAKE**

WHEREAS, the City Council of the City of Storm Lake has undertaken a public improvement project for the replacement of the HVAC system and the creation of a telehealth room at the Storm Lake Public Library; and

WHEREAS, the City has received approval from the Iowa Economic Development Authority to proceed with procurement of bids on the project; and

WHEREAS, the City's architect 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, and form of contract for the project.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA, that a public hearing is hereby established to review the plans, specifications, and form of contract and to establish a bid opening date for the improvement identified as the Storm Lake Library HVAC and Telehealth Room Project.

BE IT FURTHER RESOLVED, that a public hearing be set for Monday, August 15, 2022 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.

BE IT FURTHER RESOLVED, that the City Clerk be directed to publish notice of said public hearing in the City's official newspaper not less than four days before the date of the hearing and not more than 20 days prior to the hearing date.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE THIS 1ST DAY OF AUGUST 2022.

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

Kevin McKinney, Mayor ProTem

ATTEST

Mayra Martinez, City Clerk

City Council Requested Items – Mayor Pro Tem McKinney announced the requested items to be discussed at the future City Council meetings:

- August 15, 2022 - Trail Fees Work Session for the Senior Citizen Golf Tournaments
- August 15, 2022 - Discuss Written Request Regarding City Golf Carts on City Streets
- September 19, 2022 - Discuss allowing pets at public events.

Council Member Martinez requested a Campground Operations review to be added to a future meeting.

Adjourn - Moved by Council Member Ricklefs to adjourn at 5:16 pm. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 08/04/2022 - 08/17/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Mike's Electronics Inc	BVC	Scout Park Pump Repairs	5,347.50
Control System Specialists, LLC	BVC	AC Repairs	314.00
Mike's Electronics Inc	BVC	Lime Press Services	694.40
Essential Ellison LLC	BVC	Annual Fire Extinguisher Inspection- Less Tax	105.07
Buena Vista County Solid Waste	BVC	Recycling	125.84
Alta Implement Company, Inc	BVC	Filters	38.40
Buena Vista County Recorder	BVC	Recording Fees	29.00
Buena Vista County Solid Waste	BVC	Recycling	10.00
		BVC Total:	6,664.21
Contract/Agreement			
Bolton & Menk, Inc	Contract/Agreement	Construction Services	80,499.80
Power Solutions, Inc	Contract/Agreement	Pay #10 of WTP MCC	12,049.74
Bolton & Menk, Inc	Contract/Agreement	Professional Services	21,740.50
I & S Group, Inc	Contract/Agreement	Design Services	3,300.00
Bolton & Menk, Inc	Contract/Agreement	Geotech Services	358.80
I & S Group, Inc	Contract/Agreement	Construction Admin	135.00
		Contract/Agreement Total:	118,083.84
Local			
Growmark, Inc	Local	Fuel	16,107.53
Verizon Wireless Services LLC	Local	Cell Phone Service	13,103.92
Jim Bartholomew	Local	August 2022 Airport Contract	5,957.49
Havens & Havens	Local	Legal Services	5,083.34
Our Place	Local	FY2023 Outside Agency Funding	5,000.00
Rebnord Technologies, Inc	Local	IT Service Agreement	3,833.33
Michael P. Reinert	Local	Steel Materials	3,092.00
L & G Products, Inc	Local	Mulch	5,983.00
Hy-Vee, Inc	Local	Aug-Dec Camp Dodge Meals	2,122.72
Stanton Electric, Inc	Local	Airport Sign Project- Incident	1,903.00
Long Lines	Local	Fax Line & Emergency Line Service	1,516.22
North Lake Truck Repair	Local	Battery Replacement- Spartan	2,467.65
Alliant Energy	Local	Gas Services	1,134.59
Smith Concrete Service Inc	Local	Concrete	1,644.75
Wiese Plumbing & Heating, Inc	Local	RR Repairs- Scout Park	703.44
Smith Concrete Service Inc	Local	Concrete	690.80
Central Bank	Local	Services	674.67
Storm Lake Ace Hardware	Local	Supplies	608.34
Stanton Electric, Inc	Local	Breaker Repairs	585.27
Smith Concrete Service Inc	Local	Concrete- Kiwanis Park	559.22
Wiese Plumbing & Heating, Inc	Local	Sewer Repairs- Scout Park	557.55
Graham Tire	Local	P-6 New Tire	324.15
Smith Concrete Service Inc	Local	Concrete	230.27
Rebnord Technologies, Inc	Local	Headset	209.70
Rent-All, Inc	Local	Trencher	201.00
Visual Edge Inc	Local	Copier Maintenance Agreement	186.66
Reding's Gravel & Excavating Co., Inc	Local	Scale Fees	178.25
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose	169.33
Rebnord Technologies, Inc	Local	Chargers	164.90
Stanton Electric, Inc	Local	Breaker Repairs- Site 725	158.50
Qwest Corporation	Local	Phone Service	137.01
Iowa Office Supply Inc	Local	Kids Fest Supplies	125.45
Stanton Electric, Inc	Local	Ballast Repairs	115.38
A & A Automotive	Local	AC Repairs	112.46
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose	109.37

My Buy Local_v1

Payment Date Range: 08/04/2022 - 08/17/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
Rent-All, Inc	Local	Skidloader & Auger Rental	218.00
Visual Edge Inc	Local	Copier Maintenance Agreement	106.64
Wiese Plumbing & Heating, Inc	Local	RR Repairs	104.75
Visual Edge Inc	Local	Copier Maintenance Agreement	79.23
Rent-All, Inc	Local	Skidloader & Auger Rental	79.00
Fareway Stores, Inc	Local	Supplies	78.33
A & A Automotive	Local	Service	218.29
Fastenal Company	Local	Safety Vests	68.54
Dennis R Julius	Local	July 2022 Entrance Mat Services	67.80
Color-ize Inc	Local	Letterhead Paper	65.00
Iowa Office Supply Inc	Local	Office Supplies	59.91
Visual Edge Inc	Local	Copier Maintenance Agreement	110.73
Dennis R Julius	Local	Laundry Services	49.50
Storm City Auto Parts, Inc	Local	Wheel Hub	46.78
Iowa Office Supply Inc	Local	Toner	44.99
Michael P. Reinert	Local	Services	40.00
A & A Automotive	Local	Diagnoses	39.18
Culligan Water Storm Lake	Local	Water Supplies	68.00
Fareway Stores, Inc	Local	Supplies	29.95
Visual Edge Inc	Local	Copier Maintenance Agreement	27.31
Dennis R Julius	Local	Entrance Mat Services	24.00
O'Reilly Automotive Inc	Local	Filter	16.51
Michael P. Reinert	Local	Steel Materials	16.00
Local Total:			77,409.70
Non-Local			
Eastern Aviation Fuels, Inc	Non-Local	AV Gas	43,276.46
VW Dock Company	Non-Local	Dock	31,600.00
Eastern Aviation Fuels, Inc	Non-Local	Jet A Fuel	60,323.39
MRA Custom Applications, LLC	Non-Local	Lime Hauling	16,348.08
EWT Holding III Corp	Non-Local	Bioxide	16,051.89
120 Water Audit, Inc	Non-Local	PWS Pro Annual Subscription	14,200.00
H-O-H Water Technology, Inc	Non-Local	Chemicals	10,985.00
Upper Des Moines Opportunity	Non-Local	FY2023 Outside Agency Funding	10,000.00
Mississippi Lime Company	Non-Local	Lime	21,491.41
Cannon Moss Brygger & Associates, PC	Non-Local	Professional Services	6,154.95
Clive Power Equipment	Non-Local	Debris Loader	4,911.40
Hawkins, Inc	Non-Local	Chemicals	4,214.35
Aquatic Ecosystem Consultants, LLC	Non-Local	Storm Lake Management Program	3,500.00
Vogel Traffic Services, Inc	Non-Local	Pavement Markings	2,851.30
Linde Inc	Non-Local	Carbon Dioxide	2,813.23
Davis Equipment Corporation	Non-Local	Rotors	2,751.66
OverDrive, Inc	Non-Local	FY2023 BRIDGES E-Book Subscription	2,666.49
Syn-Tech Systems Inc	Non-Local	FY2023 Maintenance Agreement	2,650.00
Bend Mailing Services, LLC	Non-Local	Bill Printing Services	2,494.26
Magazine Subscription Service Agency	Non-Local	Subscription Services	2,315.59
Northwest Glass, Inc	Non-Local	Supplies	2,096.09
SGS, LLC	Non-Local	Garbage Services	2,053.75
Omaha Pneumatic Equipment Company	Non-Local	Annual Service Kit	2,039.56
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,946.00
Omaha Pneumatic Equipment Company	Non-Local	New Compressor Start Up	1,686.16
Electric Pump Inc	Non-Local	Bracket	1,573.81
Pitney Bowes Inc	Non-Local	Postage	1,519.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,465.00
Dale Vitito	Non-Local	Uniform	1,434.84
Lou's Gloves, Incorporated	Non-Local	Gloves	1,343.00
Ahlers & Cooney, P.C.	Non-Local	General Legal Services	1,200.00
Thompson Electric Company	Non-Local	Simon Software	1,200.00
TIGG, LLC	Non-Local	Supplies	1,048.00
WaterPro Supplies Inc	Non-Local	Clamps	980.00
W. W. Grainger, Inc	Non-Local	Hose Reel	939.58

My Buy Local_v1

Payment Date Range: 08/04/2022 - 08/17/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
Ace Sign Displays	Non-Local	Logos	880.00
Imagine the Possibilities, Inc	Non-Local	Janitorial Services	800.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	799.00
Calibre Press	Non-Local	Field Training Registration	718.00
Ahlers & Cooney, P.C.	Non-Local	Brash LLC DA	650.00
Des Moines Area Community College	Non-Local	WW Training Class- Muniz	625.00
Utility Supply of America, Inc	Non-Local	Training Material	619.28
JSSS, LLC	Non-Local	Sewer Jetting	612.50
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	500.91
Utility Supply of America, Inc	Non-Local	Training Supplies	487.37
Omaha Pneumatic Equipment Company	Non-Local	Compressor Supplies	440.25
Bierschbach Equipment & Supply Company	Non-Local	Supplies	427.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	422.00
JSSS, LLC	Non-Local	Jetting Services	350.00
Utility Equipment Co	Non-Local	Paint	330.04
Hach Company	Non-Local	Testing Supplies	616.68
Dale Vitito	Non-Local	Uniform	294.89
Hach Company	Non-Local	Testing Supplies	250.61
Werner Sewer & Septic, LLC	Non-Local	Drain Cleaning	250.00
Pattlen Enterprises, Inc	Non-Local	Filters	245.88
Fast Lane Motor Parts LLC	Non-Local	Cleaning Supplies	241.76
W. W. Grainger, Inc	Non-Local	Filters	233.88
Schumacher Elevator Company	Non-Local	Elevator Maintenance Service	229.50
W. W. Grainger, Inc	Non-Local	Filters	219.48
Iowa Department of Natural Resources	Non-Local	FY2023 SW Discharge Permit #IA-385-603	175.00
Laurens House of Print Ltd	Non-Local	Transit Cards	173.60
Sprayer Specialties, Inc	Non-Local	Chemicals	172.60
Dale Vitito	Non-Local	Pepper Spray	157.84
Cimpress USA Incorporated	Non-Local	Engraving- Less Tax	151.94
University Enterprises, Inc	Non-Local	WTP Volume 2- Muniz	150.00
Tyler Technologies, Inc	Non-Local	Utility Billing Notification Services	148.30
WaterPro Supplies Inc	Non-Local	Paint	144.00
Engel Agri-Sales, Co	Non-Local	Blades	140.00
Iowa Municipal Finance Officers Associatio	Non-Local	Certification Request- Martinez	140.00
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	138.07
ABC Pest Control, Inc	Non-Local	Pest Control Services	130.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	105.60
Midwest Tape, LLC	Non-Local	DVDs	102.70
Salus LLC	Non-Local	July 2022 Memberships	100.00
ABC Pest Control, Inc	Non-Local	Pest Control Services	91.00
Cintas First Aid & Safety	Non-Local	First Aid Supplies	87.32
Utility Supply of America, Inc	Non-Local	Acid Powder	85.47
Ingram Library Services, Inc	Non-Local	Books	73.83
Cintas First Aid & Safety	Non-Local	First Aid Supplies	69.50
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	62.06
Hach Company	Non-Local	Testing Supplies	56.78
UPS	Non-Local	Shipping	49.64
Cintas First Aid & Safety	Non-Local	First Aid Supplies	47.21
Steven A Beeck	Non-Local	Window Cleaning Services	41.00
Utility Supply of America, Inc	Non-Local	WD Flashcards	39.50
Baker & Taylor, Inc	Non-Local	Books	36.48
UPS	Non-Local	Shipping	27.52
Brodart Co.	Non-Local	Books	21.41
Ingram Library Services, Inc	Non-Local	Books	56.02
Baker & Taylor, Inc	Non-Local	Books	14.37
Ingram Library Services, Inc	Non-Local	Books	0.00
WaterPro Supplies Inc	Non-Local	Paint Returned	-144.00
		Non-Local Total:	298,213.04
Payroll/Refunds			
Raymond Arnold Eickholt	Payroll/Refunds	FY2023 Boot Allowance	90.84

My Buy Local_v1**Payment Date Range: 08/04/2022 - 08/17/2022**

Vendor Name	Buy Local Info	Payable Description	Total Payments
Patrick Diekman	Payroll/Refunds	2022 CDL Reimbursement	32.00
Iowa District Court	Payroll/Refunds	Court Garnishment	25.00
Beth Ann Dawson McPherren	Payroll/Refunds	July 2022 Homebound Deliveries	6.38
Custodian of Petty Cash	Payroll/Refunds	July 2022 Postage	4.84
	Payroll/Refunds Total:	159.06	
	Grand Total:	500,529.85	



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
BOZ-WELLZ, INC.	Boz Wellz	(712) 732-3616		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
507 Erie Street		Storm Lake	Buena Vista	50588
MAILING ADDRESS	CITY	STATE	ZIP	
Box 573	STORM LAKE		50588	

Contact Person

NAME	PHONE	EMAIL
Cindy Bosley	(712) 732-3616	bozwellz@bozwellz.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Liquor License	12 Month	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
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SUB-PERMITS
Special Class C Liquor License

PRIVILEGES
Living Quarters



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Cindy Bosley	Storm Lake	Iowa	50588	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

United Fire & Casualty Company

POLICY EFFECTIVE DATE

Aug 8, 2022

POLICY EXPIRATION DATE

Aug 8, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: CHRIS COLE

DATE: July 14, 2022

REFERENCE: LIQUOR LICENSE RENEWAL
BOZ WELLS
507 ERIE ST

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

	08-03-2019 06-23-2020	6-24-2020 to 7-11-2022
INCIDENTS		
Accident Property Damage	1	0
Animal Call	0	1
Business Security	0	1
Citizen Assist	0	1
Keys locked in car	0	1
Meeting	0	1
PR/Talk/Presentation	0	1
Scam	1	0
Station Assignment	2	2
Traffic Stop	0	2
ARRESTS	none	none

Recommendation: Approval of liquor license.



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
HY-VEE, INC.	Hy-Vee Fast and Fresh	(515) 267-2949		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1260 Lake Avenue North		Storm Lake	Buena Vista	50588
MAILING ADDRESS	CITY	STATE	ZIP	
5820 Westown Parkway	West Des Moines	Iowa	50266	

Contact Person

NAME	PHONE	EMAIL
Kelly Palmer	(515) 267-2800	kpalmer@hy-vee.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Beer Permit	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 20, 2022	Aug 19, 2023	

SUB-PERMITS

Class C Beer Permit, Class B Wine Permit



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Randy Edeker	Urbandale	Iowa	50322	CEO	0.00	Yes
Andrew Schroeder	Johnston	Iowa	50131	Vice President, Accounting	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

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: CHRIS COLE

DATE: August 10, 2022

REFERENCE: LIQUOR LICENSE RENEWAL
Hy-Vee Fast and Fresh
1260 N LAKE AVE

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

9-15-2020 to	10-16-2021 to
10-15-2021	8-7-2022

INCIDENTS

Accident	0	1
Alarm Response	1	1
Animal Call	0	1
Business Assist	1	1
Business Security	57	39
Citizen Assist	1	0
Keys Locked in Car	2	2
PR/Talk/Presentation	22	11
Scam	1	0
Station Assisgnment	0	1
Street Beat	43	17
Theft	2	1
Trespass	1	0
Vehicle Maintenance	9	12
Vehicle Stop	12	11
Warrant Service	0	1
Welfare Check	0	1

ARRESTS

Fail to Appear- Citation	0	1
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Recommendation: Approval of liquor license.



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Waterview, Inc.

NAME OF BUSINESS(DBA)

Waterview

BUSINESS

(712) 299-4256

ADDRESS OF PREMISES

1507 E. Lake Shore Dr.

PREMISES SUITE/APT NUMBER

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

PO Box 85

CITY

Storm Lake

STATE

Iowa

ZIP

50588

Contact Person

NAME

Terry Bauer

PHONE

(712) 299-4256

EMAIL

terrybauer@live.com

License Information

LICENSE NUMBER

LC0033996

LICENSE/PERMIT TYPE

Class C Liquor License

TERM

12 Month

STATUS

Pending
Dramshop
Review

TENTATIVE EFFECTIVE DATE

Aug 15, 2022

TENTATIVE EXPIRATION DATE

Aug 14, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Liquor License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service, Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Terry Bauer						
Paul Schreier	Storm Lake	Iowa	50588	Director	0.00	Yes
Darla Stein	Storm Lake	Iowa	50588	Manager	0.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

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

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: CHRIS COLE

DATE: JULY 15, 2022

REFERENCE: LIQUOR LICENSE RENEWAL
KC HALL (WATERVIEW)
1507 E LAKESHORE DR

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

	6-16-2019 to 6-23-2020	6-24-2020 to 7-12-2022
INCIDENTS		
911 Hang up call	1	1
Ambulance Call	0	1
Bar Check	3	7
Business Assist	1	0
Business Security	50	112
Citizen Assist	0	2
Found Property	1	0
General Information	0	1
Intoxicated Driver	1	1
Keys locked in car	0	1
Law Department assist	0	1
Motorist Assist	1	0
Parking Complaint	1	0
PR/Talk/Presentation	5	2
Open Window/Door	0	2
Suspicious Person	0	2
Traffic Control	0	1
Traffic Stop	11	22

ARRESTS

Carrying Weapons while intoxicated	0	1
OWI	0	2

Recommendation: Approval of liquor license.

Boards & Commissions Application

07/12/2022 2:19 PM (EDT)



First Name	Dennis
Last Name	Freking
Street Address	619 Superior Street
City	Storm Lake
State	IA
Zip Code	50588
Phone Number	7122990022
Email	frekingd@gmail.com
How many years have you lived in Storm Lake	15
List any volunteer/civic/community activity in which you have been involved:	Play in the SL Community Band. Sang in the Storm Lake Area Messiah.
Occupation	Band director
Employer	Schaller-Crestland School District
Please check the following City board or commission to which you would like to be appointed:	Band Trustees
Why do you want to serve on this board or commission?	I want the Community Band to continue to function.

In accordance with Iowa Code Chapter 362 the City must determine what relationships or transactions you may have or potentially have with the City of Storm Lake prior to your appointment to a Board or Commission. In order to do this, we must ask you to answer the following questions.

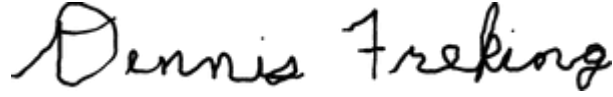
Do you or any immediate family member own or are part owners of a business doing business with the City of Storm Lake?	No
--	----

Are you employed by any business doing business with the City of storm Lake? No

Is your salary/bonus determined by financial performance of the company or do you receive a commission? No

I certify that all answers are correct and true.

File(s) attached:



Date 07/12/2022

"Appointment to City Boards and Commissions are made by the Storm Lake Mayor and confirmed by the City Council."

Thank you for providing this information. After clicking 'Submit' you will receive a Submission ID number that can be retained for future reference.

You will be updated by our staff, if necessary, as your submission is processed.

Have a great day!

Staff Summary

08/15/2022

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: Mayra Martinez City Clerk

SUBJECT: Buy Local Information

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

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

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

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

FISCAL IMPACT:

BREAKOUT	CALCULATED EXPENSES
Buena Vista County	\$6,664.21
Contract/Agreement	\$118,083.84
Local	\$77,409.70
Non-Local	\$298,213.04
Payroll/Refunds/Payroll Tax & Ins	\$307,413.06
TOTAL EXPENSES:	\$807,783.85
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:
[Project Report.pdf](#)

Summary

Project Summary							
Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
01112-0019	WasteWater Treatment Facility Wetlan...	1,173,565.00	0.00	1,170,187.96	0.00	1,170,187.96	3,377.04
01112-0020	10th & Ontario StormWater Improvem...	1,753,734.33	0.00	1,752,412.45	0.00	1,752,412.45	1,321.88
01112-0021	4th & Oats StormWater Improvements	832,997.63	0.00	833,347.35	0.00	833,347.35	-349.72
OP1.122814	Richland Street, Phase 2 Improvements	174,107.75	174,107.75	174,095.25	0.00	174,095.25	12.50
OP1.124529	2021 Fiber Optic System Improvement	1,587,629.80	1,587,629.80	769,308.61	31,009.00	800,317.61	787,312.19
OP1.124889	2021 Cabin Construction	3,300.00	3,300.00	1,855.00	0.00	1,855.00	1,445.00
OP1.125106	BRIC	7,978,418.00	7,978,418.00	106,516.49	0.00	106,516.49	7,871,901.51
OP1.126252	Comprehansive Plan & Zoning Code Up...	125,880.00	125,880.00	38,724.50	8,545.00	47,269.50	78,610.50
16-19284	4th & Bartion Storm Water Improvemen...	760,113.88	0.00	757,662.80	0.00	757,662.80	2,451.08
19-22797	Memorial Lift Station Improvements	2,533,320.00	877.16	2,401,085.83	0.00	2,401,085.83	132,234.17
20-23848	Storm Lake WTP- Electrical MCC Replac...	268,494.81	0.00	273,335.01	12,184.74	285,519.75	-17,024.94
20-24387	Radio Park Lift Station Replacement	568,639.68	568,639.68	424,017.99	0.00	424,017.99	144,621.69
20-HSG-022	2021 Housing Sustainability Project	224,994.00	0.00	122,300.12	0.00	122,300.12	102,693.88
21-26215	Downtown Master Plan	113,000.00	113,000.00	35,500.00	0.00	35,500.00	77,500.00
22-26698	Storm Lake WTP- Well No. 21	199,028.00	199,028.00	13,635.00	0.00	13,635.00	185,393.00
22-26815	W 6th Street Utilities Extension	75,500.00	75,500.00	38,700.00	3,300.00	42,000.00	33,500.00
35665	1st & Mae Street	764,059.53	0.00	762,737.66	0.00	762,737.66	1,321.87
8406	7th & Geneseo St Sanitary Sewer Impro...	410,306.35	0.00	408,984.48	0.00	408,984.48	1,321.87
IA0091	SL Elevated Water Storage- Tower #5	541,762.00	541,762.00	10,370.77	0.00	10,370.77	531,391.23
New	Lead Service Line Replacement Prelim E...	15,500.00	15,500.00	0.00	0.00	0.00	15,500.00
New 2	FEMA Hazard Mitigation Assistance (W...	48,600.00	48,600.00	0.00	0.00	0.00	48,600.00
OP1.125220	4th Street Watermain Improvement Pro...	457,037.00	457,037.00	57,315.00	8,456.00	65,771.00	391,266.00
P11.112742	North Central SW Phase II	1,854,441.25	0.00	1,853,147.38	0.00	1,853,147.38	1,293.87
P11.118940	Oneida Street Reconstruction from RR t...	2,588,808.30	5,132.54	2,477,983.58	358.80	2,478,342.38	110,465.92
P11.120411	Highway 7/110 Traffic Lane/Signalization	4,598,729.85	114,968.25	1,887,761.27	49,490.80	1,937,252.07	2,661,477.78
P11.120478	Tulip Lane SW Improvements	443,607.50	8,369.96	440,789.42	0.00	440,789.42	2,818.08
P11.120650	2020 Expansion Blvd Improvements	1,169,938.10	1,295.87	1,168,724.60	0.00	1,168,724.60	1,213.50
P11.122266	7th Street Sewer Lining/2021 CIPP	514,861.25	514,861.25	485,364.15	0.00	485,364.15	29,497.10
SP21122	SL Library CDBG- COVID (CV) Grant	84,980.00	84,980.00	48,056.62	6,154.95	54,211.57	30,768.43
T51.119823	Runway 13/31 & Taxiway Lighting	459,190.70	0.00	459,190.70	0.00	459,190.70	0.00
Urban20WQI-004	SLHS Courtyard Conservation	119,097.86	119,097.86	115,439.86	0.00	115,439.86	3,658.00
Report Total:		32,443,642.57	12,737,985.12	19,088,549.85	119,499.29	19,208,049.14	13,235,593.43

Group Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	459,190.70	0.00	459,190.70	0.00	459,190.70	0.00
ARPA Project	541,762.00	541,762.00	10,370.77	0.00	10,370.77	531,391.23
Building Resilient Infrastructure and Co...	7,978,418.00	7,978,418.00	106,516.49	0.00	106,516.49	7,871,901.51
Economic Development	661,771.86	436,777.86	352,519.48	11,845.00	364,364.48	297,407.38

Staff Summary

08/15/2022

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: Noise Variance Amendment for BVU Welcome Weekend

BACKGROUND: The city council previously approved a request from BVU for noise variances for the BVU Welcome Weekend scheduled as follows:

Friday, August 26:

1:50pm – Music playing for the New Student Processional from the Fieldhouse to Schaller Chapel

9:30pm-11:30pm – Outdoor activities (lawn games, sports, music) on campus green space, including the football field, forum lawn, and outdoor recreation house

Saturday, August 27:

3:00pm-5:00 pm – Beaver Olympics, playing music and PA announcements on Forum Lawn

9:00pm-11:00pm – Outdoor Evening Activities (lawn games, sports, music) on campus green space, including the football field, forum lawn, and outdoor recreation house

Sunday, August 28:

7:00pm-11:00pm – Welcome Back Concert, Mud Dogs Band on Central Campus (Sound check, concert, and tear down)

BVU is requesting to amend the variance to also include the area of Scout Park. BVU has agreed to notify the neighbors in that area of the event schedules.

FISCAL IMPACT: None

RECOMMENDATION: Approve request

ATTACHMENTS:

Staff Summary

08/15/2022

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: Chris Cole Police Chief
SUBJECT: SLPD City Code Enforcement Summary

BACKGROUND: 7/28/2022 to 8/9/2022

Total - 97

Grass Clippings in Street- 16

Tall Grass and Weeds – 55

Accumulate Junk – 15

Parking restricted to hard surface – 9

Junk Vehicle – 2

0 citations

FISCAL IMPACT: None

RECOMMENDATION: None

ATTACHMENTS:

Staff Summary

08/15/2022

Agenda Item # F.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: Lee Dutfield Development Services Sepcialist

SUBJECT: **Public Hearing on Proposal To Enter Into A Development Agreement with Brash, L.L.C.**

BACKGROUND: The Development Agreement would obligate developer Brash, L.L.C., to construct 4 single-family duplexes (8 housing units), and a storm water detention basin located at W. 6th Street and Iowa Hwy 110.

The Agreement proposes that the City will provide each building permit required from the City for construction of the minimum improvements at the reduced fee of \$1.00 per permit, and construct public infrastructure improvements of approximately 460 feet of sewer improvements, to include 8 water stub lines (one for each unit), curb cuts, and driveway approaches (8), connecting the city main sewer line to the development property; that portion of the driveways for the duplexes located on City owner right-of-way, but designed for the project; and repairs to 6th Street adjacent to the development property. The construction of the public improvements will be completed by June 2, 2023 and is expected to cost \$400,000.

The Agreement would allow the Developer to apply for tax abatement under the City's Storm Lake Urban Revitalization Plan for portions of the Minimum Improvements that are assessed as residential, but that the Minimum Improvements would not be eligible for the tax abatement offered under the City's Urban Revitalization Plan for properties containing 3 or more separate dwelling units that area assessed as residential under Iowa Code Section 441.21(14)(a)(6).

FISCAL IMPACT: There is no fiscal impact for holding the public hearing.

RECOMMENDATION: Open Public Hearing
Accept Oral or Written Comments
Close Public Hearing

ATTACHMENTS:

Brash__L.L.C._DA_-_Execution_Version__Revised_Signed.pdf
Brash, L.L.C. DA - Notice of Public Hearing

AGREEMENT FOR PRIVATE DEVELOPMENT

by and between

CITY OF STORM LAKE, IOWA

AND

BRASH, L.L.C.

_____, 2022

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT ("Agreement"), is made on or as of the ____ day of _____, 2022, by and between the CITY OF STORM LAKE, IOWA, a municipality ("City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 384 and 404 and Section 15.351, et seq., of the Code of Iowa, 2021, and BRASH, L.L.C., an Iowa limited liability company, having offices for the transaction of business at 510 Lakeshore Drive, Storm Lake, Iowa ("Developer").

WITNESSETH:

WHEREAS, Developer owns certain real property located in the City and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, Developer intends to cause certain residential improvements to be constructed on the Development Property and will thereafter cause the single-family dwelling units constructed to be sold to homebuyers (which obligations collectively constitute the "Project"); and

WHEREAS, Developer has applied to, or has been approved by, the Iowa Economic Development Authority ("IEDA") to receive incentives for the Project through the State of Iowa's Workforce Housing Tax Credits program; and

WHEREAS, the City is willing to provide certain incentives to Developer as a local match for the Workforce Housing Tax Credits in consideration for Developer's obligations under this Agreement, all pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City is willing to construct certain public infrastructure improvements to support the Project in consideration for Developer's obligations all pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City is willing to further support the Project by reducing the fees for building permits for the Project; and

WHEREAS, the Developer anticipates applying for tax abatement for the constructed residential improvements under the City's Storm Lake Urban Revitalization Plan (the "Urban Revitalization Plan"), pursuant to the terms and conditions of the Urban Revitalization Plan; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement for Private Development and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Building means one of the four buildings included within the Minimum Improvements.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City means the City of Storm Lake, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2021, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City as required by applicable City codes.

Developer means Brash, L.L.C., and its permitted successors and assigns.

Development Property means that real property legally described in Exhibit A.

Event of Default means any of the events described in Section 11.1 of this Agreement.

Indemnified Parties means the City and the governing body members, officers, agents, servants, and employees thereof.

Minimum Improvements means the construction of 4 single-family duplexes (each a "Building") (to include 8 housing units) and a stormwater detention basin located at W. 6th Street and Iowa Hwy 110, as more particularly described in Exhibit B to this Agreement.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Project means the construction of the Minimum Improvements on the Development Property and the sale of the constructed single-family dwelling units consistent with the State of Iowa's Workforce Housing Tax Credits program.

Public Improvements means the infrastructure improvements to be completed by the City as described in Article IX and Exhibit B of this Agreement, including sewer improvements, driveway to the duplexes, repairs to 6th Street, and other related improvements for the non-exclusive benefit of the Minimum Improvements.

State means the State of Iowa.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City pursuant to rights granted hereunder).

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Brash, L.L.C. is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has or will obtain all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or, to Developer's knowledge, threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The construction of the Minimum Improvements will require a total investment of approximately \$1,400,000 for construction costs including labor, materials, and other related expenditures.

h. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any such violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing

Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

j. Developer will cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer currently expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by December 31, 2026.

l. Developer would not undertake its obligations under this Agreement without the City's incentives proposed to be provided under the terms and conditions of this Agreement.

m. Developer will not seek to change the current land assessment category, or the zoning classification, of the Development Property or the Minimum Improvements during the term of this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements.

a. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans and this Agreement.

b. Developer agrees that it shall cause at least 50% of the materials used in construction of the Minimum Improvements to be purchased from businesses located within the City.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with this Agreement and all applicable State and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iii) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (iv) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than December 31, 2026; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.4. Certificate of Completion. Upon written request of Developer after completion of each Building included in the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of that Building of the Minimum Improvements.

Each duly issued Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the particular Building of the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion with respect to the particular Building.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.4 is solely for the purposes of this Agreement, and shall not constitute approval for any other City purpose shall it subject the City to any liability for the Development Property or the Minimum Improvements as constructed.

ARTICLE IV. RESERVED

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, with respect to those portions of the Development Property and Minimum Improvements then-owned by Developer, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof then-owned by Developer resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the portion of the Minimum Improvements then-owned by Developer to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the portion of the Minimum Improvements owned by Developer, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project.

Section 6.3. Compliance with Laws. Developer will comply with all state, federal, and local laws, rules, and regulations relating to the Development Property, the Minimum Improvements, and the Project.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant or employee because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants and employees are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement and the Project so that City can determine compliance with this Agreement.

Section 6.6. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens (except inchoate liens and liens for which a bond is filed in accord with Iowa law); and (d) all costs of constructing the Minimum Improvements shall be paid when due (except reasonable retention and reasonable amounts in dispute).

Section 6.7. Real Property Taxes. Developer and its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes on the Development Property.

Developer and their permitted successors and assigns agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date, except with respect to tax abatement permitted under the Urban Revitalization Plan as further described in Section 8.2.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the

Termination Date, Developer will maintain its existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interests in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof which consent shall not be unreasonably withheld.

In the event that Developer wishes to assign this Agreement, including its respective rights and duties hereunder, Developer and transferee individual or entity shall request that the City consent to an amendment or assignment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer obligations under this Agreement. Such transfer shall not be effective unless and until the City and Developer consent in writing to an amendment or assignment of this Agreement authorizing the transfer.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer and its successors or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. INCENTIVES FOR PROJECT

Section 8.1. Reduced Fee Building Permits. In consideration of the Developer's obligations under this Agreement and in furtherance of the Project, the City agrees to provide each building permit required from the City for construction of the Minimum Improvements at the reduced fee of \$1.00 per permit.

Section 8.2. Tax Abatement Under Urban Revitalization Plan.

a. Notwithstanding anything in this Agreement to the contrary, the Developer may seek ONLY the "single family" residential (5 year) tax abatement exemption for the Minimum Improvements pursuant to the provisions of the City's Urban Revitalization Plan. The Developer and City hereby acknowledge and agree that: (i) Developer, the Development Property, and the Minimum Improvements are not, by virtue of this Agreement, receiving direct or indirect benefits that were financed through a City-sponsored tax increment financing program; (ii) the City will not provide benefits financed through a City-sponsored tax increment financing program to the Developer for the Project, in a way that would make the Project ineligible for tax abatement under the terms of the Urban Revitalization Plan; and (iii) the City will use its best efforts to assist the Developer to obtain the tax abatement, subject to all required legal approvals and processes and subject to the terms and conditions of the Urban Revitalization Plan.

b. Notwithstanding the foregoing approval for the Minimum Improvements to be eligible for the "single family" residential (5 year) tax abatement exemption pursuant to the provisions of the City's Urban Revitalization Plan, the Developer agrees that the Development Property and Minimum Improvements shall NOT be eligible for the "multi-family" residential 10 year tax abatement exemption

under the City's Urban Revitalization Plan (for properties assessed as residential under Iowa Code Section 441.21(14)(a)(6) (2021), as may be amended). The Developer shall inform any buyers of the entire Development Property or of any entire Building of this limitation; the Developer is not required to inform buyers of individual housing units of this limitation (i.e., if the housing units are sold separately to be assessed as "single family" residential, instead of to be assessed together as a residential property containing 3+ separate dwelling units under Iowa Code Section 441.21(14)(a)(6)).

Section 8.3. Local Match for Workforce Housing Tax Incentives. The Developer has applied for, or has been approved for, Workforce Housing Tax Credits by the Iowa Economic Development Authority ("IEDA") for the Project. The incentives proposed in Article VIII of this Agreement and the Public Improvements proposed in Article IX of this Agreement are intended to serve as the sole local match from the City for Developer's incentives under IEDA's Workforce Housing Tax Credits program.

ARTICLE IX. PUBLIC IMPROVEMENTS

Section 9.1. Public Improvements. The City shall complete the necessary steps to bid and construct the Public Improvements as described in this Agreement, including Exhibit B hereof. The estimated costs of the Public Improvements are approximately \$400,000. If the City's costs for the Public Improvements exceed \$400,000, then Developer shall reimburse the City for 50% of the amount of the City's costs in excess of \$400,000. If Developer fails to provide such reimbursement to the City within sixty (60) days from receipt of an invoice from City, then City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect such amount from Developer.

Section 9.2. Conditions Precedent to Construction of Public Improvements. It is recognized and agreed that the City's ability to perform the obligations described in this Agreement, with respect to construction of the Public Improvements, is subject to completion and satisfaction of certain separate City Council actions and required legal proceedings. Specifically, all obligations of the City to construct the Public Improvements are subject to each of the following Conditions Precedent:

a. The City shall have completed all applicable public bidding requirements for the Public Improvements in the City's sole discretion and shall have awarded a contract for the Public Improvements acceptable to the City in its sole discretion; and

b. The Developer negotiating in good faith with the City to provide and providing all necessary public utility easements, over and through the Development Property with no compensation to Developer; the easement agreements for such easements being attached to this Agreement as Exhibit E; and

c. The completion and satisfaction of certain separate City Council actions and all required legal proceedings relating to the issuance of any bonds necessary for the construction of the Public Improvements, if any, (in the sole judgment of bond counsel for the City), including the sale of all or a portion of such bonds on terms and conditions necessary or desirable to the City, in the City's sole discretion; and

d. There has not been a substantial change for the worse in the financial resources and the ability of Developer, or a substantial decrease in the financing commitment secured by Developer for

construction of the Minimum Improvements, which changes make the Developer unable to fulfill its covenants and obligations under this Agreement; and

- e. Developer remains in compliance with all of the terms and provisions of this Agreement.

Section 9.3. Design of the Public Improvements; No Special Rights. The design of the Public Improvements shall be the City's responsibility. Developer recognizes and agrees that the Public Improvements shall be owned and maintained by the City and that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance, or use of the Public Improvements. The Parties agree that the City and other Indemnified Parties are not responsible for and will have no liability to Developer associated with the specifications, design, plans, quality of construction, or sufficiency of the Public Improvements for any particular purpose.

Section 9.4. Construction of the Public Improvements. Contingent on the Developer's compliance with the terms of this Agreement and contingent upon satisfaction of the Conditions Precedent in Section 9.2 of this Agreement, the City intends to fund and then construct the Public Improvements. The City's obligation to construct the Public Improvements as described in this Article shall be subject in all respects to Unavoidable Delays, the provisions of this Article, and to the satisfaction of all conditions and procedures required (in the judgment of bond counsel for the City) by Chapter 384 of the Code including the holding of all required public hearings relating to the same.

Section 9.5. Completion of the Public Improvements. Subject to Unavoidable Delays, the City shall cause construction of the Public Improvements to be undertaken and completed by no later than June 2, 2023. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. Construction of the Public Improvements shall not materially interfere with or delay Developer in the construction of the Minimum Improvements. Construction of the Minimum Improvements on the Development Property shall not materially interfere with or delay City in the construction of the Public Improvements.

ARTICLE X. INDEMNIFICATION

Section 10.1. Release and Indemnification Covenants.

a. Developer releases the City and the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless from, any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce their rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction,

installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants, or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

e. The provisions of this Article X shall survive the termination of this Agreement.

ARTICLE XI. EVENTS OF DEFAULT AND REMEDIES

Section 11.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

a. Failure by Developer to cause the construction of the Minimum Improvements to be completed pursuant to the terms and conditions of this Agreement;

b. Transfer of Developer's interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;

c. Failure by Developer to timely pay ad valorem taxes for the portions of the Development Property and Minimum Improvements then-owned by Developer;

d. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

f. Developer:

i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. makes an assignment for the benefit of its creditors; or

iii. admits in writing its inability to pay its debts generally as they become due; or

iv. is adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by Developer in this Agreement, or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 11.2. Remedies on Default. Whenever any Event of Default referred to in Section 11.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement, including construction of the Public Improvements, until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion; or

d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement.

Section 11.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 11.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City employs attorneys or incurs other expenses for the collection of payments due or to

become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Brash, L.L.C., at 510 Lakeshore Drive, Storm Lake, IA 50588, Attn: Steve Brashears;
- b. In the case of the City, is addressed to or delivered personally to the City at City Hall, 620 Erie Street, P.O. Box 1086, Storm Lake, IA 50588, Attn: City Manager;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the later of: (i) December 31, 2026 or (ii) the December 31st immediately following Developer's sale of all dwelling units in the Minimum Improvements, unless terminated earlier under the provisions of this Agreement.

Section 12.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 12.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and on its behalf by its authorized representatives, all on or as of the day first above written.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Mike Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

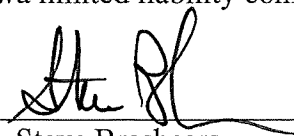
STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2022, before me a Notary Public in and for said State, personally appeared Mike Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – City of Storm Lake]

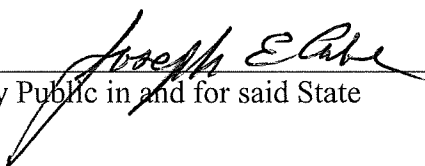
BRASH, L.L.C.,
An Iowa limited liability company

By: 
Steve Brashears

Its: *[Manager/Member]*

STATE OF IOWA)
COUNTY OF Bucara Vista) SS

On this 27th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Steve Brashears, to me personally known, who, being by me duly sworn, did say that they are the *[Manager/Member]* of Brash, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Steve Brashears as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.


Notary Public in and for said State

[Signature page to Agreement for Private Development – Brash, L.L.C.]

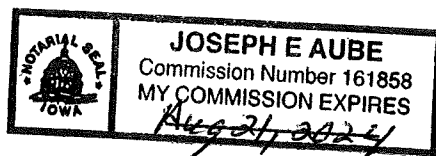


EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as follows:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW ¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest (SW) corner of the Northwest Quarter of the Northwest Fractional Quarter (NW ¼ NW Frac. ¼) of said Section 4; Thence North 00° 12' 48" West, along the West line of said Northwest Fractional Quarter (NW Frac. ¼), 515.85 feet; Thence South 89° 59' 04" East, 50.00 feet to the East line of an easement for public highway, being also the Point of Beginning. Thence North 00° 12' 48" West, along said East line, 24.00 feet; Thence South 89° 59' 04" East, 470.14 feet; Thence South 00° 19' 56" West, 24.00 feet to the Northeast (NE) corner of Tract One as it appears of record on instrument 203346 in the Office of the Buena Vista County, Recorder; Thence North 89° 59' 04" West, along the North line of said Tract One, 469.90 feet to the Point of Beginning.

Tract contains 0.26 acres and is subject to all easements of record.

AND

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest (SW) corner of Lot Two (2), Block Three (3), Fifth Pleasantview Addition to the City of Storm Lake; Thence North 89° 57' 41" West, along the North line of West Sixth Street, 96.00 feet to the West line of a previously described tract, being also the Point of Beginning. Thence North 00° 19' 56" East, along said West, line, 100.00 feet; Thence North 89° 59' 04" West, 469.90 feet to the East line of Iowa Highway 110; Thence South 00° 12' 48" East, along said East line, 100.00 feet to the North line of West Sixth Street; Thence South 89° 59' 04" East, along said North line, 468.94 feet to the Point of Beginning.

Tract contains 1.08 acres and is subject to all easements of record.

EXHIBIT B
MINIMUM IMPROVEMENTS AND PUBLIC IMPROVEMENTS

Minimum Improvements means the construction, by Developer, of 4 single-family duplexes (8 housing units), a stormwater detention basin located at W. 6th Street and Iowa Hwy 110, and all related site improvements on the Development Property. The construction of the Minimum Improvements will be completed by December 31, 2026 and is expected to cost \$700,000.

Public Improvements means the construction, by the City, of approximately 460 feet of sewer improvements, to include 8 water stub lines (one for each unit), curb cuts, and driveway approaches (8), connecting the city main sewer line to the Development Property; that portion of the driveways for the duplexes located on City owned right-of-way, but designed for the Project; and repairs to 6th Street adjacent to the Development Property. The construction of the Public Improvements will be completed by June 2, 2023 and is expected to cost \$400,000.

EXHIBIT C
CERTIFICATE OF COMPLETION
 (BUILDING # _____)

WHEREAS, the City of Storm Lake, Iowa, ("City") and Brash, L.L.C., an Iowa limited liability company ("Developer") did on or about the _____ day of _____, 2022, make, execute, and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW ¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest (SW) corner of the Northwest Quarter of the Northwest Fractional Quarter (NW 1/4 NW Frac. 1/4) of said Section 4; Thence North 00° 12' 48" West, along the West line of said Northwest Fractional Quarter (NW Frac. 1/4), 515.85 feet; Thence South 89° 59' 04" East, 50.00 feet to the East line of an easement for public highway, being also the Point of Beginning. Thence North 00° 12' 48" West, along said East line, 24.00 feet; Thence South 89° 59' 04" East, 470.14 feet; Thence South 00° 19' 56" West, 24.00 feet to the Northeast (NE) corner of Tract One as it appears of record on instrument 203346 in the Office of the Buena Vista County, Recorder; Thence North 89° 59' 04" West, along the North line of said Tract One, 469.90 feet to the Point of Beginning.

Tract contains 0.26 acres and is subject to all easements of record.

AND

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest (SW) corner of Lot Two (2), Block Three (3), Fifth Pleasantview Addition to the City of Storm Lake; Thence North 89° 57' 41" West, along the North line of West Sixth Street, 96.00 feet to the West line of a previously described tract, being also the Point of Beginning. Thence North 00° 19' 56" East, along said West, line, 100.00 feet; Thence North 89° 59' 04" West, 469.90 feet to the East line of Iowa Highway 110; Thence South 00° 12' 48" East, along said East line, 100.00 feet to the North line of West Sixth Street; Thence South 89° 59' 04" East, along said North line, 468.94 feet to the Point of Beginning.

Tract contains 1.08 acres and is subject to all easements of record.

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements for Building #____ in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements for Building #_____ on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Buena Vista County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements for Building #_____ on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – City of Storm Lake]

EXHIBIT D
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Storm Lake, Iowa ("City") and Brash, L.L.C., an Iowa limited liability company ("Developer") did on or about the ____ day of _____, 2022, make, execute, and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement to develop certain real property located within the City, which real property is legally described as follows:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW ¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest (SW) corner of the Northwest Quarter of the Northwest Fractional Quarter (NW 1/4 NW Frac. 1/4) of said Section 4; Thence North 00° 12' 48" West, along the West line of said Northwest Fractional Quarter (NW Frac. 1/4), 515.85 feet; Thence South 89° 59' 04" East, 50.00 feet to the East line of an easement for public highway, being also the Point of Beginning. Thence North 00° 12' 48" West, along said East line, 24.00 feet; Thence South 89° 59' 04" East, 470.14 feet; Thence South 00° 19' 56" West, 24.00 feet to the Northeast (NE) corner of Tract One as it appears of record on instrument 203346 in the Office of the Buena Vista County, Recorder; Thence North 89° 59' 04" West, along the North line of said Tract One, 469.90 feet to the Point of Beginning.

Tract contains 0.26 acres and is subject to all easements of record.

AND

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest (SW) corner of Lot Two (2), Block Three (3), Fifth Pleasantview Addition to the City of Storm Lake; Thence North 89° 57' 41" West, along the North line of West Sixth Street, 96.00 feet to the West line of a previously described tract, being also the Point of Beginning. Thence North 00° 19' 56" East, along said West, line, 100.00 feet; Thence North 89° 59' 04" West, 469.90 feet to the East line of Iowa Highway 110; Thence South 00° 12' 48" East, along said East line, 100.00 feet to the North line of West Sixth Street; Thence South 89° 59' 04" East, along said North line, 468.94 feet to the Point of Beginning.

Tract contains 1.08 acres and is subject to all easements of record.

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2022, and terminates on the later of: (i) December 31, 2026 or (ii) the December 31st immediately following Developer's sale of all dwelling units in the Minimum Improvements, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement for Private Development referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Storm Lake, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the ____ day of _____, 2022.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Mike Porsch, Mayor

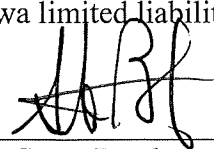
ATTEST:

By: _____
Mayra Martinez, City ClerkSTATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2022, before me a Notary Public in and for said State, personally appeared Mike Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa*[Signature page to Memorandum of Agreement for Private Development – City of Storm Lake]*

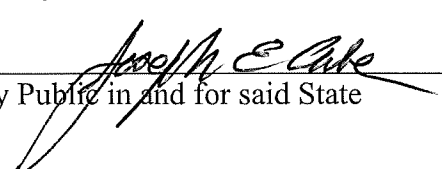
BRASH, L.L.C.,
An Iowa limited liability company

By: 
Steve Brashears

Its: *[Manager/Member]*

STATE OF IOWA)
COUNTY OF BUCENA VISTA) SS

On this 27th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Steve Brashears, to me personally known, who, being by me duly sworn, did say that they are the *[Manager/Member]* of Brash, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Steve Brashears as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.


Notary Public in and for said State

[Signature page to Memorandum of Agreement for Private Development – Brash, L.L.C.]

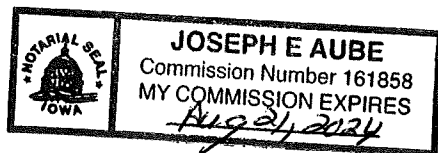


EXHIBIT E
PUBLIC UTILITY EASEMENTS PROVIDED BY DEVELOPER TO CITY

[see following pages for attached easement agreements]

02044131-3\11149-129

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

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

EASEMENT AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2022, by and between Brash, L.L.C., also known as Brash, LLC, an Iowa limited liability company, of Lakeside, Buena Vista County, Iowa, referred to below as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, referred to as Grantee below.

SECTION I.

PERPETUAL EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys to Grantee, its successors and assigns, a perpetual easement for the purpose of laying, constructing, operating, inspecting, repairing, maintaining, replacing, substituting, relocating and removing water lines, sanitary sewer pipelines, water and sewer services, driveways, and appurtenant structures, in, over, under, across, and through the real estate described under the heading, "Description Easement No. 1" on attached Exhibit A, an Acquisition Plat prepared by J. Scott Shevel. The real estate subject to the perpetual easement is referred to below as the Perpetual Easement Area.

SECTION II.

TEMPORARY WORK SPACE EASEMENT

For the same consideration, Grantor further grants to Grantee a temporary easement on the real estate described under the heading, "Description Easement No. 2" on attached Exhibit A, for use in the construction and installation of water lines, sewer lines, water and sewer services, driveways, and appurtenant structures on the Perpetual Easement Area. The real estate subject to the temporary easement is referred to below as the Temporary Easement Area. This temporary easement grant includes, but is not limited to, the right of the Grantee, its successors and assigns, to use the Temporary Easement Area for the purposes of accessing the Perpetual Easement Area and hauling, transporting and storing materials, supplies, machinery and equipment during the construction and installation of the water lines, sanitary sewer pipelines, water and sewer services, driveways, and appurtenant structures and during the restoration of the Temporary Easement Area. The temporary easement shall terminate on the date that construction and installation of such facilities have been completed and the Temporary Easement Area has been restored as required below.

SECTION III.

TERM

The rights granted in Section I shall be possessed and enjoyed by Grantee, its successors and assigns so long as any of the facilities permitted to be constructed, installed, used, maintained, or replaced on the Perpetual Easement Area continues to be maintained and operated by Grantee, its successors or assigns.

SECTION IV.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the Perpetual Easement Area for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION V.

RIGHTS OF GRANTOR

Grantor reserves the right to use and enjoy the Perpetual Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation other than driveways on any part of the Perpetual Easement Area or to fence the whole or any part thereof.

SECTION VI.

PIPELINE DEPTH; TREATMENT AND RESTORATION OF SURFACE

Grantee agrees to bury the water and sewer pipelines, water and sewer services, and structures appurtenant thereto to a depth sufficient to avoid any interference with the normal uses which Grantor might make of Grantor's property. In the repair, installation, construction, relocation, replacement or removal of such underground facilities, or the exercise of its other rights under this agreement, Grantee shall remove the topsoil from the Perpetual Easement Area separately from the other materials removed by Grantee and shall replace said topsoil in the Perpetual Easement Area upon completion of the work. Within a reasonable time after the completion of the repair, installation, construction, relocation, replacement or removal of the facilities or other exercise of its

rights under this agreement, Grantee shall restore the Perpetual Easement Area as near to its condition before the repair, construction or other work as possible. Grantee further agrees that, after any restoration, the Perpetual Easement Area shall be left free of any large stones, holes or piles of dirt, and the Perpetual Easement Area shall be reseeded to grass, if necessary. Grantee shall restore the surface of the Temporary Easement Area as near to the condition of the Temporary Easement Area immediately before the construction and installation of the permitted facilities as may be possible.

SECTION VII.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the real estate described herein that is subject to the Perpetual Easements and the Temporary Easement and has the right, title and capacity to grant said premises.

SECTION VIII.

EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

BRASH, L.L.C.

By: _____
 Michael Porsch, Mayor

By: 
 Steve Brashears, Manager

ATTEST:

 Mayra A. Martinez, City Clerk

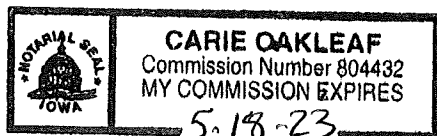
STATE OF IOWA, COUNTY OF BUENA VISTA

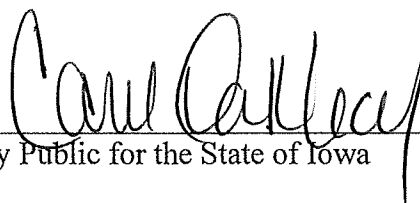
This record was acknowledged before me on _____, 2022, by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk of the City of Storm Lake, Iowa.

 Notary Public for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

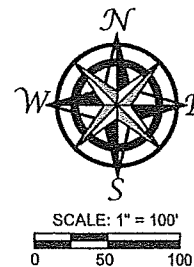
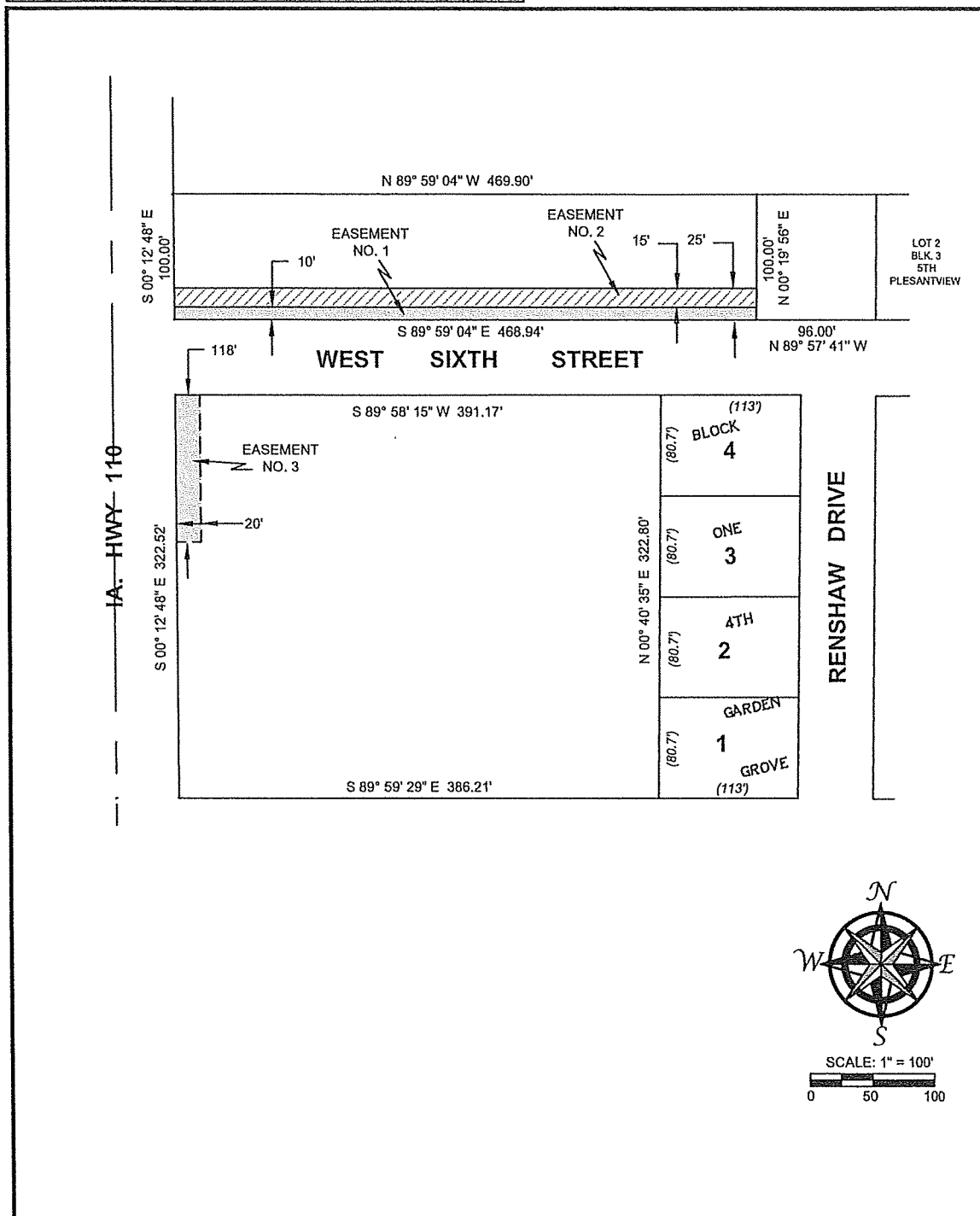
This record was acknowledged before me on July 26, 2022, by Steve Brashears, as the sole Manager of Brash, L.L.C.




 Notary Public for the State of Iowa

INDEX LEGEND	
ACQUISITION PLAT	
COUNTY: BUENA VISTA	
LOT:	
SECTION: 4	
TOWNSHIP: T-90-N	
RANGE: R-37-W 5TH P.M.	
ALIQUOT PART: NW 1/4 NW FRAC 1/4	
PROPRIETOR - EASEMENTS 1&2: BRASH LLC	
PROPRIETOR - EASEMENT 3: PINNACLE FARMS	
SURVEY PREPARED FOR: CITY OF STORM LAKE	
SURVEY PREPARED BY: J. SCOTT SHEVEL IOWA PLS NO. 11810	
COMPANY NAME: ISG	
ADDRESS: 1725 N. LAKE AVE, STORM LAKE, IA. 50588	
PHONE: 712-732-7745	

Exhibit A



LEGEND OF SYMBOLS/ABBREVIATIONS

-  PERMANENT EASEMENT DESCRIBED HEREON
-  TEMPORARY CONSTRUCTION EASEMENT DESCRIBED HEREON

I hereby certify that this land surveying document was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.



J. Scott Shevel
 J. Scott Shevel
 License Number 11810
 My License renewal date is December 31, 2023
 Pages covered by this seal 2

ISG
 Architecture
 Engineering
 Land Surveying
 Environmental
 Planning
 www.isg-pp.com

I+S GROUP

PN: 22-26815
 Drawn: JSS
 Sheet 1 OF 2
 Surveyed by: BAM
 Surveyed: 10/21
 Revised: 6/6/22
 Drawing Name:

DESCRIPTION EASEMENT NO. 1

A PERMANENT EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF WATER LINES, WATER AND SEWER SERVICES, DRIVEWAYS, AND APPURTENANT STRUCTURES OVER UNDER AND ACROSS THE SOUTH TEN FEET (S. 10') OF THE FOLLOWING DESCRIBED PARCEL LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW ¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA;

Commencing at the Southwest (SW) corner of Lot Two (2), Block Three (3), Fifth Pleasantview Addition to the City of Storm Lake; Thence North 89° 57' 41" West, along the North line of West Sixth Street, 96.00 feet to the West line of a previously described tract, being also the Point of Beginning. Thence North 00° 19' 56" East, along said West, line, 100.00 feet; Thence North 89° 59' 04" West, 469.90 feet to the East line of Iowa Highway 110; Thence South 00° 12' 48" East, along said East line, 100.00 feet to the North line of West Sixth Street; Thence South 89° 59' 04" East, along said North line, 468.94 feet to the Point of Beginning.

DESCRIPTION EASEMENT NO. 2

A TEMPORARY EASEMENT FOR CONSTRUCTION OF WATER LINES, WATER AND SEWER SERVICES, DRIVEWAYS, AND APPURTENANT STRUCTURES OVER UNDER AND ACROSS THE NORTH FIFTEEN FEET (N. 15') OF THE SOUTH TWENTY-FIVE FEET (S. 25') OF THE FOLLOWING DESCRIBED PARCEL LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW ¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA;

Commencing at the Southwest (SW) corner of Lot Two (2), Block Three (3), Fifth Pleasantview Addition to the City of Storm Lake; Thence North 89° 57' 41" West, along the North line of West Sixth Street, 96.00 feet to the West line of a previously described tract, being also the Point of Beginning. Thence North 00° 19' 56" East, along said West, line, 100.00 feet; Thence North 89° 59' 04" West, 469.90 feet to the East line of Iowa Highway 110; Thence South 00° 12' 48" East, along said East line, 100.00 feet to the North line of West Sixth Street; Thence South 89° 59' 04" East, along said North line, 468.94 feet to the Point of Beginning.

DESCRIPTION EASEMENT NO. 3

A PERMANENT EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SANITARY SEWER LINES AND APPURTENANT STRUCTURES OVER UNDER AND ACROSS THE NORTH ONE HUNDRED EIGHTEEN FEET (N. 118') OF THE WEST TWENTY FEET (W. 20') OF THE FOLLOWING DESCRIBED PARCEL LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW ¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA;

Beginning at the Southwest (SW) corner of Lot One (1), Block One (1), Fourth Garden Grove Addition to the City of Storm Lake; Thence North 00° 40' 35" East, along the West line of said Block One (1), 322.80 feet to the Northwest (NW) corner of Lot Four (4), in said Block One (1); Thence South 89° 58' 15" West, along the South line of West Sixth Street, 391.17 feet to the East line of Iowa Highway 110; Thence South 00° 12' 48" East, along said East line, 322.52 feet; Thence South 89° 59' 29" East, 386.21 feet to the Point of Beginning.

ISG	Architects Engineering Land Surveying Environmental Planning www.isg.com
	I+S GROUP
PN: 22-26815	
Drawn: JSS	
Sheet 2 OF 2	
Surveyed by: BAM	
Surveyed: 10/21	
Revised: 6/6/22	
Drawing Name:	

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF STORM LAKE IN THE STATE OF IOWA, ON
THE MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH BRASH, L.L.C., AND
THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake in the State of Iowa, will hold a public hearing on August 15, 2022, at 5:00 P.M. in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Brash, L.L.C. (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the City as defined and legally described in the Development Agreement (the "Development Property"), consisting of the construction of 4 single-family duplexes (8 housing units), a stormwater detention basin located at W. 6th Street and Iowa Hwy 110, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. The Developer has applied to the Iowa Economic Development Authority for tax incentives related to this project under the Workforce Housing Tax Credit program.

In exchange for the Developer's development obligations and as a proposed local match to possible incentives for the project under the State's Workforce Housing Tax Credit program, The Agreement proposes that the City will: (i) provide each building permit required from the City for construction of the Minimum Improvements at the reduced fee of \$1.00 per permit, and (ii) construct certain Public Infrastructure Improvements (as defined in the Agreement) in support of the project, under the terms and following satisfaction of the conditions set forth in the Agreement

The Agreement would allow the Developer to apply for tax abatement under the City's Storm Lake Urban Revitalization Plan for portions of the Minimum Improvements that are assessed as residential, but that the Minimum Improvements would not be eligible for the tax abatement offered under the City's Urban Revitalization Plan for properties containing 3 or more separate dwelling units that area assessed as residential under Iowa Code Section 441.21(14)(a)(6).

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Storm Lake, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Storm Lake in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this _____ day of _____, 2022.

City Clerk, City of Storm Lake in the State of
Iowa

(End of Notice)

02083756-1\11149-129

Staff Summary

08/15/2022

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: Lee Dutfield Development Services Sepcialist

SUBJECT: **Resolution No. 07-R-2022-2023 Approving And Authorizing Execution Of A Development Agreement By And Between The City Of Storm Lake And Brash, L.L.C.**

BACKGROUND: The Development Agreement would obligate developer Brash, L.L.C., to construct 4 single-family duplexes (8 housing units), and a storm water detention basin located at W. 6th Street and Iowa Hwy 110.

The Agreement proposes that the City will provide each building permit required from the City for construction of the minimum improvements at the reduced fee of \$1.00 per permit, and construct public infrastructure improvements of approximately 460 feet of sewer improvements, to include 8 water stub lines (one for each unit), curb cuts, and driveway approaches (8), connecting the city main sewer line to the development property; that portion of the driveways for the duplexes located on City owner right-of-way, but designed for the project; and repairs to 6th Street adjacent to the development property. The construction of the public improvements will be completed by June 2, 2023 and is expected to cost \$400,000.

The Agreement would allow the Developer to apply for tax abatement under the City's Storm Lake Urban Revitalization Plan for portions of the Minimum Improvements that are assessed as residential, but that the Minimum Improvements would not be eligible for the tax abatement offered under the City's Urban Revitalization Plan for properties containing 3 or more separate dwelling units that area assessed as residential under Iowa Code Section 441.21(14)(a)(6).

FISCAL IMPACT:

- The Agreement proposes that the City will provide each building permit required from the City for construction of the minimum improvements at the reduced fee of \$1.00 per permit.
- The construction of the public improvements with an expected

cost of \$400,000.

RECOMMENDATION: Adopt Resolution No. 07-R-2022-2023 Approving and Authorizing Execution of a Development Agreement by and between the City of Storm Lake and Brash, L.L.C.

ATTACHMENTS:

[Brash_L.L.C._DA_-_Execution_Version__Revised_Signed.pdf](#)

[0720222023 - Brash L.L.C. - Authorizing Resolution \(02083774x7F7E1\).docx](#)

AGREEMENT FOR PRIVATE DEVELOPMENT

by and between

CITY OF STORM LAKE, IOWA

AND

BRASH, L.L.C.

_____, 2022

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT ("Agreement"), is made on or as of the ____ day of _____, 2022, by and between the CITY OF STORM LAKE, IOWA, a municipality ("City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 384 and 404 and Section 15.351, et seq., of the Code of Iowa, 2021, and BRASH, L.L.C., an Iowa limited liability company, having offices for the transaction of business at 510 Lakeshore Drive, Storm Lake, Iowa ("Developer").

WITNESSETH:

WHEREAS, Developer owns certain real property located in the City and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, Developer intends to cause certain residential improvements to be constructed on the Development Property and will thereafter cause the single-family dwelling units constructed to be sold to homebuyers (which obligations collectively constitute the "Project"); and

WHEREAS, Developer has applied to, or has been approved by, the Iowa Economic Development Authority ("IEDA") to receive incentives for the Project through the State of Iowa's Workforce Housing Tax Credits program; and

WHEREAS, the City is willing to provide certain incentives to Developer as a local match for the Workforce Housing Tax Credits in consideration for Developer's obligations under this Agreement, all pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City is willing to construct certain public infrastructure improvements to support the Project in consideration for Developer's obligations all pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City is willing to further support the Project by reducing the fees for building permits for the Project; and

WHEREAS, the Developer anticipates applying for tax abatement for the constructed residential improvements under the City's Storm Lake Urban Revitalization Plan (the "Urban Revitalization Plan"), pursuant to the terms and conditions of the Urban Revitalization Plan; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement for Private Development and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Building means one of the four buildings included within the Minimum Improvements.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City means the City of Storm Lake, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2021, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City as required by applicable City codes.

Developer means Brash, L.L.C., and its permitted successors and assigns.

Development Property means that real property legally described in Exhibit A.

Event of Default means any of the events described in Section 11.1 of this Agreement.

Indemnified Parties means the City and the governing body members, officers, agents, servants, and employees thereof.

Minimum Improvements means the construction of 4 single-family duplexes (each a "Building") (to include 8 housing units) and a stormwater detention basin located at W. 6th Street and Iowa Hwy 110, as more particularly described in Exhibit B to this Agreement.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Project means the construction of the Minimum Improvements on the Development Property and the sale of the constructed single-family dwelling units consistent with the State of Iowa's Workforce Housing Tax Credits program.

Public Improvements means the infrastructure improvements to be completed by the City as described in Article IX and Exhibit B of this Agreement, including sewer improvements, driveway to the duplexes, repairs to 6th Street, and other related improvements for the non-exclusive benefit of the Minimum Improvements.

State means the State of Iowa.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City pursuant to rights granted hereunder).

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Brash, L.L.C. is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has or will obtain all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or, to Developer's knowledge, threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The construction of the Minimum Improvements will require a total investment of approximately \$1,400,000 for construction costs including labor, materials, and other related expenditures.

h. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any such violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing

Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

j. Developer will cooperate with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer currently expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by December 31, 2026.

l. Developer would not undertake its obligations under this Agreement without the City's incentives proposed to be provided under the terms and conditions of this Agreement.

m. Developer will not seek to change the current land assessment category, or the zoning classification, of the Development Property or the Minimum Improvements during the term of this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements.

a. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans and this Agreement.

b. Developer agrees that it shall cause at least 50% of the materials used in construction of the Minimum Improvements to be purchased from businesses located within the City.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in conformity with this Agreement and all applicable State and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iii) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (iv) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than December 31, 2026; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.4. Certificate of Completion. Upon written request of Developer after completion of each Building included in the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of that Building of the Minimum Improvements.

Each duly issued Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the particular Building of the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion with respect to the particular Building.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.4 is solely for the purposes of this Agreement, and shall not constitute approval for any other City purpose shall it subject the City to any liability for the Development Property or the Minimum Improvements as constructed.

ARTICLE IV. RESERVED

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, with respect to those portions of the Development Property and Minimum Improvements then-owned by Developer, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof then-owned by Developer resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the portion of the Minimum Improvements then-owned by Developer to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the portion of the Minimum Improvements owned by Developer, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project.

Section 6.3. Compliance with Laws. Developer will comply with all state, federal, and local laws, rules, and regulations relating to the Development Property, the Minimum Improvements, and the Project.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant or employee because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants and employees are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement and the Project so that City can determine compliance with this Agreement.

Section 6.6. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens (except inchoate liens and liens for which a bond is filed in accord with Iowa law); and (d) all costs of constructing the Minimum Improvements shall be paid when due (except reasonable retention and reasonable amounts in dispute).

Section 6.7. Real Property Taxes. Developer and its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes on the Development Property.

Developer and their permitted successors and assigns agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date, except with respect to tax abatement permitted under the Urban Revitalization Plan as further described in Section 8.2.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the

Termination Date, Developer will maintain its existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interests in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof which consent shall not be unreasonably withheld.

In the event that Developer wishes to assign this Agreement, including its respective rights and duties hereunder, Developer and transferee individual or entity shall request that the City consent to an amendment or assignment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer obligations under this Agreement. Such transfer shall not be effective unless and until the City and Developer consent in writing to an amendment or assignment of this Agreement authorizing the transfer.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer and its successors or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. INCENTIVES FOR PROJECT

Section 8.1. Reduced Fee Building Permits. In consideration of the Developer's obligations under this Agreement and in furtherance of the Project, the City agrees to provide each building permit required from the City for construction of the Minimum Improvements at the reduced fee of \$1.00 per permit.

Section 8.2. Tax Abatement Under Urban Revitalization Plan.

a. Notwithstanding anything in this Agreement to the contrary, the Developer may seek ONLY the "single family" residential (5 year) tax abatement exemption for the Minimum Improvements pursuant to the provisions of the City's Urban Revitalization Plan. The Developer and City hereby acknowledge and agree that: (i) Developer, the Development Property, and the Minimum Improvements are not, by virtue of this Agreement, receiving direct or indirect benefits that were financed through a City-sponsored tax increment financing program; (ii) the City will not provide benefits financed through a City-sponsored tax increment financing program to the Developer for the Project, in a way that would make the Project ineligible for tax abatement under the terms of the Urban Revitalization Plan; and (iii) the City will use its best efforts to assist the Developer to obtain the tax abatement, subject to all required legal approvals and processes and subject to the terms and conditions of the Urban Revitalization Plan.

b. Notwithstanding the foregoing approval for the Minimum Improvements to be eligible for the "single family" residential (5 year) tax abatement exemption pursuant to the provisions of the City's Urban Revitalization Plan, the Developer agrees that the Development Property and Minimum Improvements shall NOT be eligible for the "multi-family" residential 10 year tax abatement exemption

under the City's Urban Revitalization Plan (for properties assessed as residential under Iowa Code Section 441.21(14)(a)(6) (2021), as may be amended). The Developer shall inform any buyers of the entire Development Property or of any entire Building of this limitation; the Developer is not required to inform buyers of individual housing units of this limitation (i.e., if the housing units are sold separately to be assessed as "single family" residential, instead of to be assessed together as a residential property containing 3+ separate dwelling units under Iowa Code Section 441.21(14)(a)(6)).

Section 8.3. Local Match for Workforce Housing Tax Incentives. The Developer has applied for, or has been approved for, Workforce Housing Tax Credits by the Iowa Economic Development Authority ("IEDA") for the Project. The incentives proposed in Article VIII of this Agreement and the Public Improvements proposed in Article IX of this Agreement are intended to serve as the sole local match from the City for Developer's incentives under IEDA's Workforce Housing Tax Credits program.

ARTICLE IX. PUBLIC IMPROVEMENTS

Section 9.1. Public Improvements. The City shall complete the necessary steps to bid and construct the Public Improvements as described in this Agreement, including Exhibit B hereof. The estimated costs of the Public Improvements are approximately \$400,000. If the City's costs for the Public Improvements exceed \$400,000, then Developer shall reimburse the City for 50% of the amount of the City's costs in excess of \$400,000. If Developer fails to provide such reimbursement to the City within sixty (60) days from receipt of an invoice from City, then City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect such amount from Developer.

Section 9.2. Conditions Precedent to Construction of Public Improvements. It is recognized and agreed that the City's ability to perform the obligations described in this Agreement, with respect to construction of the Public Improvements, is subject to completion and satisfaction of certain separate City Council actions and required legal proceedings. Specifically, all obligations of the City to construct the Public Improvements are subject to each of the following Conditions Precedent:

a. The City shall have completed all applicable public bidding requirements for the Public Improvements in the City's sole discretion and shall have awarded a contract for the Public Improvements acceptable to the City in its sole discretion; and

b. The Developer negotiating in good faith with the City to provide and providing all necessary public utility easements, over and through the Development Property with no compensation to Developer; the easement agreements for such easements being attached to this Agreement as Exhibit E; and

c. The completion and satisfaction of certain separate City Council actions and all required legal proceedings relating to the issuance of any bonds necessary for the construction of the Public Improvements, if any, (in the sole judgment of bond counsel for the City), including the sale of all or a portion of such bonds on terms and conditions necessary or desirable to the City, in the City's sole discretion; and

d. There has not been a substantial change for the worse in the financial resources and the ability of Developer, or a substantial decrease in the financing commitment secured by Developer for

construction of the Minimum Improvements, which changes make the Developer unable to fulfill its covenants and obligations under this Agreement; and

- e. Developer remains in compliance with all of the terms and provisions of this Agreement.

Section 9.3. Design of the Public Improvements; No Special Rights. The design of the Public Improvements shall be the City's responsibility. Developer recognizes and agrees that the Public Improvements shall be owned and maintained by the City and that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance, or use of the Public Improvements. The Parties agree that the City and other Indemnified Parties are not responsible for and will have no liability to Developer associated with the specifications, design, plans, quality of construction, or sufficiency of the Public Improvements for any particular purpose.

Section 9.4. Construction of the Public Improvements. Contingent on the Developer's compliance with the terms of this Agreement and contingent upon satisfaction of the Conditions Precedent in Section 9.2 of this Agreement, the City intends to fund and then construct the Public Improvements. The City's obligation to construct the Public Improvements as described in this Article shall be subject in all respects to Unavoidable Delays, the provisions of this Article, and to the satisfaction of all conditions and procedures required (in the judgment of bond counsel for the City) by Chapter 384 of the Code including the holding of all required public hearings relating to the same.

Section 9.5. Completion of the Public Improvements. Subject to Unavoidable Delays, the City shall cause construction of the Public Improvements to be undertaken and completed by no later than June 2, 2023. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. Construction of the Public Improvements shall not materially interfere with or delay Developer in the construction of the Minimum Improvements. Construction of the Minimum Improvements on the Development Property shall not materially interfere with or delay City in the construction of the Public Improvements.

ARTICLE X. INDEMNIFICATION

Section 10.1. Release and Indemnification Covenants.

a. Developer releases the City and the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless from, any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce their rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction,

installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants, or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

e. The provisions of this Article X shall survive the termination of this Agreement.

ARTICLE XI. EVENTS OF DEFAULT AND REMEDIES

Section 11.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

a. Failure by Developer to cause the construction of the Minimum Improvements to be completed pursuant to the terms and conditions of this Agreement;

b. Transfer of Developer's interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;

c. Failure by Developer to timely pay ad valorem taxes for the portions of the Development Property and Minimum Improvements then-owned by Developer;

d. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

f. Developer:

i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. makes an assignment for the benefit of its creditors; or

iii. admits in writing its inability to pay its debts generally as they become due; or

iv. is adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by Developer in this Agreement, or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 11.2. Remedies on Default. Whenever any Event of Default referred to in Section 11.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement, including construction of the Public Improvements, until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion; or

d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement.

Section 11.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 11.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City employs attorneys or incurs other expenses for the collection of payments due or to

become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Brash, L.L.C., at 510 Lakeshore Drive, Storm Lake, IA 50588, Attn: Steve Brashears;
- b. In the case of the City, is addressed to or delivered personally to the City at City Hall, 620 Erie Street, P.O. Box 1086, Storm Lake, IA 50588, Attn: City Manager;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the later of: (i) December 31, 2026 or (ii) the December 31st immediately following Developer's sale of all dwelling units in the Minimum Improvements, unless terminated earlier under the provisions of this Agreement.

Section 12.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 12.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and on its behalf by its authorized representatives, all on or as of the day first above written.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Mike Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City ClerkSTATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2022, before me a Notary Public in and for said State, personally appeared Mike Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa*[Signature page to Agreement for Private Development – City of Storm Lake]*

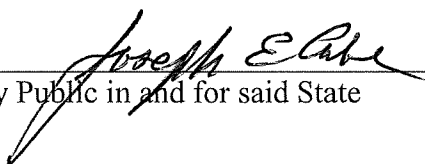
BRASH, L.L.C.,
An Iowa limited liability company

By: 
Steve Brashears

Its: *[Manager/Member]*

STATE OF IOWA)
COUNTY OF Bucara Vista) SS

On this 27th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Steve Brashears, to me personally known, who, being by me duly sworn, did say that they are the *[Manager/Member]* of Brash, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Steve Brashears as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.


Notary Public in and for said State

[Signature page to Agreement for Private Development – Brash, L.L.C.]

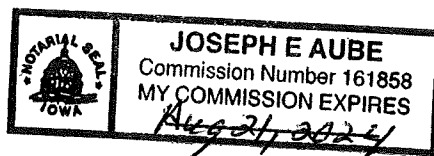


EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as follows:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW ¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest (SW) corner of the Northwest Quarter of the Northwest Fractional Quarter (NW ¼ NW Frac. ¼) of said Section 4; Thence North 00° 12' 48" West, along the West line of said Northwest Fractional Quarter (NW Frac. ¼), 515.85 feet; Thence South 89° 59' 04" East, 50.00 feet to the East line of an easement for public highway, being also the Point of Beginning. Thence North 00° 12' 48" West, along said East line, 24.00 feet; Thence South 89° 59' 04" East, 470.14 feet; Thence South 00° 19' 56" West, 24.00 feet to the Northeast (NE) corner of Tract One as it appears of record on instrument 203346 in the Office of the Buena Vista County, Recorder; Thence North 89° 59' 04" West, along the North line of said Tract One, 469.90 feet to the Point of Beginning.

Tract contains 0.26 acres and is subject to all easements of record.

AND

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest (SW) corner of Lot Two (2), Block Three (3), Fifth Pleasantview Addition to the City of Storm Lake; Thence North 89° 57' 41" West, along the North line of West Sixth Street, 96.00 feet to the West line of a previously described tract, being also the Point of Beginning. Thence North 00° 19' 56" East, along said West, line, 100.00 feet; Thence North 89° 59' 04" West, 469.90 feet to the East line of Iowa Highway 110; Thence South 00° 12' 48" East, along said East line, 100.00 feet to the North line of West Sixth Street; Thence South 89° 59' 04" East, along said North line, 468.94 feet to the Point of Beginning.

Tract contains 1.08 acres and is subject to all easements of record.

EXHIBIT B
MINIMUM IMPROVEMENTS AND PUBLIC IMPROVEMENTS

Minimum Improvements means the construction, by Developer, of 4 single-family duplexes (8 housing units), a stormwater detention basin located at W. 6th Street and Iowa Hwy 110, and all related site improvements on the Development Property. The construction of the Minimum Improvements will be completed by December 31, 2026 and is expected to cost \$700,000.

Public Improvements means the construction, by the City, of approximately 460 feet of sewer improvements, to include 8 water stub lines (one for each unit), curb cuts, and driveway approaches (8), connecting the city main sewer line to the Development Property; that portion of the driveways for the duplexes located on City owned right-of-way, but designed for the Project; and repairs to 6th Street adjacent to the Development Property. The construction of the Public Improvements will be completed by June 2, 2023 and is expected to cost \$400,000.

EXHIBIT C
CERTIFICATE OF COMPLETION
 (BUILDING # _____)

WHEREAS, the City of Storm Lake, Iowa, ("City") and Brash, L.L.C., an Iowa limited liability company ("Developer") did on or about the _____ day of _____, 2022, make, execute, and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW ¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest (SW) corner of the Northwest Quarter of the Northwest Fractional Quarter (NW 1/4 NW Frac. 1/4) of said Section 4; Thence North 00° 12' 48" West, along the West line of said Northwest Fractional Quarter (NW Frac. 1/4), 515.85 feet; Thence South 89° 59' 04" East, 50.00 feet to the East line of an easement for public highway, being also the Point of Beginning. Thence North 00° 12' 48" West, along said East line, 24.00 feet; Thence South 89° 59' 04" East, 470.14 feet; Thence South 00° 19' 56" West, 24.00 feet to the Northeast (NE) corner of Tract One as it appears of record on instrument 203346 in the Office of the Buena Vista County, Recorder; Thence North 89° 59' 04" West, along the North line of said Tract One, 469.90 feet to the Point of Beginning.

Tract contains 0.26 acres and is subject to all easements of record.

AND

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest (SW) corner of Lot Two (2), Block Three (3), Fifth Pleasantview Addition to the City of Storm Lake; Thence North 89° 57' 41" West, along the North line of West Sixth Street, 96.00 feet to the West line of a previously described tract, being also the Point of Beginning. Thence North 00° 19' 56" East, along said West, line, 100.00 feet; Thence North 89° 59' 04" West, 469.90 feet to the East line of Iowa Highway 110; Thence South 00° 12' 48" East, along said East line, 100.00 feet to the North line of West Sixth Street; Thence South 89° 59' 04" East, along said North line, 468.94 feet to the Point of Beginning.

Tract contains 1.08 acres and is subject to all easements of record.

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements for Building # ____ in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements for Building #_____ on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Buena Vista County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements for Building #_____ on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – City of Storm Lake]

EXHIBIT D
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Storm Lake, Iowa ("City") and Brash, L.L.C., an Iowa limited liability company ("Developer") did on or about the ____ day of _____, 2022, make, execute, and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement to develop certain real property located within the City, which real property is legally described as follows:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW ¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest (SW) corner of the Northwest Quarter of the Northwest Fractional Quarter (NW 1/4 NW Frac. 1/4) of said Section 4; Thence North 00° 12' 48" West, along the West line of said Northwest Fractional Quarter (NW Frac. 1/4), 515.85 feet; Thence South 89° 59' 04" East, 50.00 feet to the East line of an easement for public highway, being also the Point of Beginning. Thence North 00° 12' 48" West, along said East line, 24.00 feet; Thence South 89° 59' 04" East, 470.14 feet; Thence South 00° 19' 56" West, 24.00 feet to the Northeast (NE) corner of Tract One as it appears of record on instrument 203346 in the Office of the Buena Vista County, Recorder; Thence North 89° 59' 04" West, along the North line of said Tract One, 469.90 feet to the Point of Beginning.

Tract contains 0.26 acres and is subject to all easements of record.

AND

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southwest (SW) corner of Lot Two (2), Block Three (3), Fifth Pleasantview Addition to the City of Storm Lake; Thence North 89° 57' 41" West, along the North line of West Sixth Street, 96.00 feet to the West line of a previously described tract, being also the Point of Beginning. Thence North 00° 19' 56" East, along said West, line, 100.00 feet; Thence North 89° 59' 04" West, 469.90 feet to the East line of Iowa Highway 110; Thence South 00° 12' 48" East, along said East line, 100.00 feet to the North line of West Sixth Street; Thence South 89° 59' 04" East, along said North line, 468.94 feet to the Point of Beginning.

Tract contains 1.08 acres and is subject to all easements of record.

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2022, and terminates on the later of: (i) December 31, 2026 or (ii) the December 31st immediately following Developer's sale of all dwelling units in the Minimum Improvements, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement for Private Development referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Storm Lake, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the ____ day of _____, 2022.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF STORM LAKE, IOWA

By: _____
Mike Porsch, Mayor

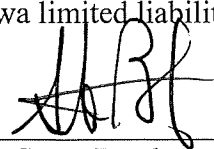
ATTEST:

By: _____
Mayra Martinez, City ClerkSTATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2022, before me a Notary Public in and for said State, personally appeared Mike Porsch and Mayra Martinez, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa*[Signature page to Memorandum of Agreement for Private Development – City of Storm Lake]*

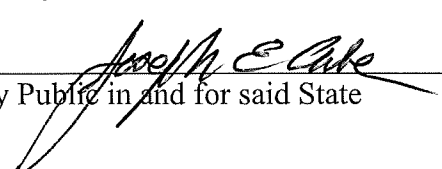
BRASH, L.L.C.,
An Iowa limited liability company

By: 
Steve Brashears

Its: *[Manager/Member]*

STATE OF IOWA)
COUNTY OF Buena Vista) SS

On this 27th day of July, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Steve Brashears, to me personally known, who, being by me duly sworn, did say that they are the *[Manager/Member]* of Brash, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Steve Brashears as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.


Notary Public in and for said State

[Signature page to Memorandum of Agreement for Private Development – Brash, L.L.C.]

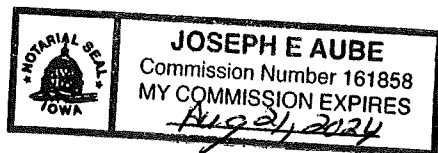


EXHIBIT E
PUBLIC UTILITY EASEMENTS PROVIDED BY DEVELOPER TO CITY

[see following pages for attached easement agreements]

02044131-3\11149-129

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

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

EASEMENT AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2022, by and between Brash, L.L.C., also known as Brash, LLC, an Iowa limited liability company, of Lakeside, Buena Vista County, Iowa, referred to below as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, referred to as Grantee below.

SECTION I.

PERPETUAL EASEMENT

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys to Grantee, its successors and assigns, a perpetual easement for the purpose of laying, constructing, operating, inspecting, repairing, maintaining, replacing, substituting, relocating and removing water lines, sanitary sewer pipelines, water and sewer services, driveways, and appurtenant structures, in, over, under, across, and through the real estate described under the heading, "Description Easement No. 1" on attached Exhibit A, an Acquisition Plat prepared by J. Scott Shevel. The real estate subject to the perpetual easement is referred to below as the Perpetual Easement Area.

SECTION II.

TEMPORARY WORK SPACE EASEMENT

For the same consideration, Grantor further grants to Grantee a temporary easement on the real estate described under the heading, "Description Easement No. 2" on attached Exhibit A, for use in the construction and installation of water lines, sewer lines, water and sewer services, driveways, and appurtenant structures on the Perpetual Easement Area. The real estate subject to the temporary easement is referred to below as the Temporary Easement Area. This temporary easement grant includes, but is not limited to, the right of the Grantee, its successors and assigns, to use the Temporary Easement Area for the purposes of accessing the Perpetual Easement Area and hauling, transporting and storing materials, supplies, machinery and equipment during the construction and installation of the water lines, sanitary sewer pipelines, water and sewer services, driveways, and appurtenant structures and during the restoration of the Temporary Easement Area. The temporary easement shall terminate on the date that construction and installation of such facilities have been completed and the Temporary Easement Area has been restored as required below.

SECTION III.

TERM

The rights granted in Section I shall be possessed and enjoyed by Grantee, its successors and assigns so long as any of the facilities permitted to be constructed, installed, used, maintained, or replaced on the Perpetual Easement Area continues to be maintained and operated by Grantee, its successors or assigns.

SECTION IV.

ADDITIONAL RIGHTS OF GRANTEE

Grantee shall have the right of ingress and egress to and from the Perpetual Easement Area for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

SECTION V.

RIGHTS OF GRANTOR

Grantor reserves the right to use and enjoy the Perpetual Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. In this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation other than driveways on any part of the Perpetual Easement Area or to fence the whole or any part thereof.

SECTION VI.

PIPELINE DEPTH; TREATMENT AND RESTORATION OF SURFACE

Grantee agrees to bury the water and sewer pipelines, water and sewer services, and structures appurtenant thereto to a depth sufficient to avoid any interference with the normal uses which Grantor might make of Grantor's property. In the repair, installation, construction, relocation, replacement or removal of such underground facilities, or the exercise of its other rights under this agreement, Grantee shall remove the topsoil from the Perpetual Easement Area separately from the other materials removed by Grantee and shall replace said topsoil in the Perpetual Easement Area upon completion of the work. Within a reasonable time after the completion of the repair, installation, construction, relocation, replacement or removal of the facilities or other exercise of its

rights under this agreement, Grantee shall restore the Perpetual Easement Area as near to its condition before the repair, construction or other work as possible. Grantee further agrees that, after any restoration, the Perpetual Easement Area shall be left free of any large stones, holes or piles of dirt, and the Perpetual Easement Area shall be reseeded to grass, if necessary. Grantee shall restore the surface of the Temporary Easement Area as near to the condition of the Temporary Easement Area immediately before the construction and installation of the permitted facilities as may be possible.

SECTION VII.

WARRANTY OF TITLE

Grantor covenants that it is the owner of the real estate described herein that is subject to the Perpetual Easements and the Temporary Easement and has the right, title and capacity to grant said premises.

SECTION VIII.

EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

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

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

BRASH, L.L.C.

By: _____
 Michael Porsch, Mayor

By: 
 Steve Brashears, Manager

ATTEST:

 Mayra A. Martinez, City Clerk

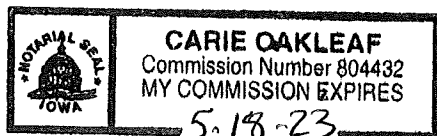
STATE OF IOWA, COUNTY OF BUENA VISTA

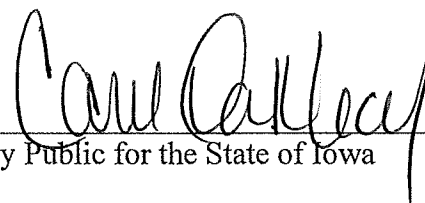
This record was acknowledged before me on _____, 2022, by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk of the City of Storm Lake, Iowa.

 Notary Public for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

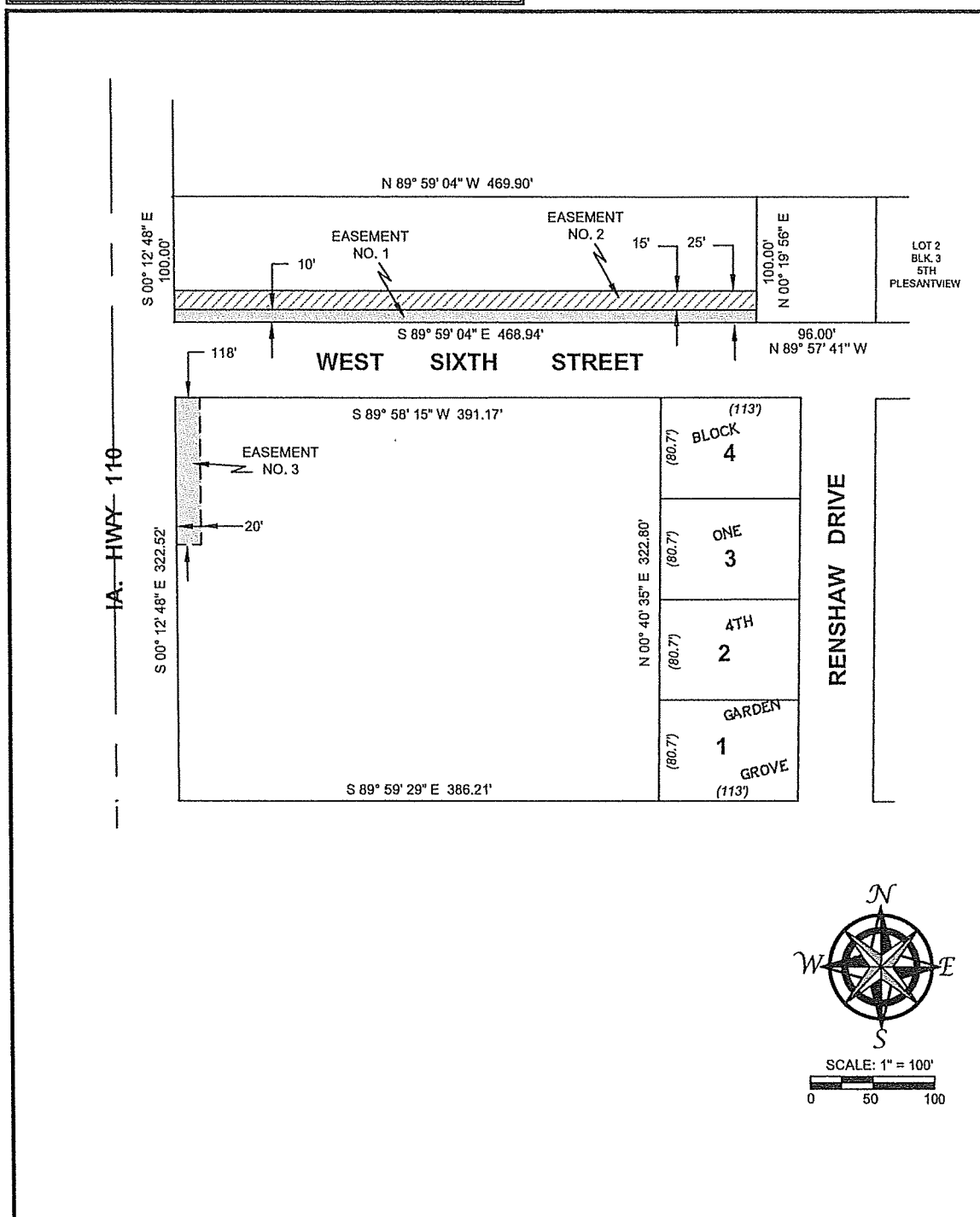
This record was acknowledged before me on July 26, 2022, by Steve Brashears, as the sole Manager of Brash, L.L.C.




 Notary Public for the State of Iowa

INDEX LEGEND	
ACQUISITION PLAT	
COUNTY: BUENA VISTA	
LOT:	
SECTION: 4	
TOWNSHIP: T-90-N	
RANGE: R-37-W 5TH P.M.	
ALIQUOT PART: NW 1/4 NW FRAC 1/4	
PROPRIETOR - EASEMENTS 1&2: BRASH LLC	
PROPRIETOR - EASEMENT 3: PINNACLE FARMS	
SURVEY PREPARED FOR: CITY OF STORM LAKE	
SURVEY PREPARED BY: J. SCOTT SHEVEL IOWA PLS NO. 11810	
COMPANY NAME: ISG	
ADDRESS: 1725 N. LAKE AVE, STORM LAKE, IA. 50588	
PHONE: 712-732-7745	

Exhibit A



LEGEND OF SYMBOLS/ABBREVIATIONS

- PERMANENT EASEMENT DESCRIBED HEREON
 TEMPORARY CONSTRUCTION EASEMENT DESCRIBED HEREON

I hereby certify that this land surveying document was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.



J. Scott Shevel
 License Number 11810
 My License renewal date is December 31, 2023
 Pages covered by this seal 2



ISG
 Architecture
 Engineering
 Land Surveying
 Environmental
 Planning
 www.isg-pp.com
I+S GROUP
 PN: 22-26815
 Drawn: JSS
 Sheet 1 OF 2
 Surveyed by: BAM
 Surveyed: 10/21
 Revised: 6/6/22
 Drawing Name:

DESCRIPTION EASEMENT NO. 1

A PERMANENT EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF WATER LINES, WATER AND SEWER SERVICES, DRIVEWAYS, AND APPURTENANT STRUCTURES OVER UNDER AND ACROSS THE SOUTH TEN FEET (S. 10') OF THE FOLLOWING DESCRIBED PARCEL LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW ¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA;

Commencing at the Southwest (SW) corner of Lot Two (2), Block Three (3), Fifth Pleasantview Addition to the City of Storm Lake; Thence North 89° 57' 41" West, along the North line of West Sixth Street, 96.00 feet to the West line of a previously described tract, being also the Point of Beginning. Thence North 00° 19' 56" East, along said West, line, 100.00 feet; Thence North 89° 59' 04" West, 469.90 feet to the East line of Iowa Highway 110; Thence South 00° 12' 48" East, along said East line, 100.00 feet to the North line of West Sixth Street; Thence South 89° 59' 04" East, along said North line, 468.94 feet to the Point of Beginning.

DESCRIPTION EASEMENT NO. 2

A TEMPORARY EASEMENT FOR CONSTRUCTION OF WATER LINES, WATER AND SEWER SERVICES, DRIVEWAYS, AND APPURTENANT STRUCTURES OVER UNDER AND ACROSS THE NORTH FIFTEEN FEET (N. 15') OF THE SOUTH TWENTY-FIVE FEET (S. 25') OF THE FOLLOWING DESCRIBED PARCEL LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW ¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA;

Commencing at the Southwest (SW) corner of Lot Two (2), Block Three (3), Fifth Pleasantview Addition to the City of Storm Lake; Thence North 89° 57' 41" West, along the North line of West Sixth Street, 96.00 feet to the West line of a previously described tract, being also the Point of Beginning. Thence North 00° 19' 56" East, along said West, line, 100.00 feet; Thence North 89° 59' 04" West, 469.90 feet to the East line of Iowa Highway 110; Thence South 00° 12' 48" East, along said East line, 100.00 feet to the North line of West Sixth Street; Thence South 89° 59' 04" East, along said North line, 468.94 feet to the Point of Beginning.

DESCRIPTION EASEMENT NO. 3

A PERMANENT EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SANITARY SEWER LINES AND APPURTENANT STRUCTURES OVER UNDER AND ACROSS THE NORTH ONE HUNDRED EIGHTEEN FEET (N. 118') OF THE WEST TWENTY FEET (W. 20') OF THE FOLLOWING DESCRIBED PARCEL LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW ¼ NW FRAC. ¼) OF SECTION 4, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA;

Beginning at the Southwest (SW) corner of Lot One (1), Block One (1), Fourth Garden Grove Addition to the City of Storm Lake; Thence North 00° 40' 35" East, along the West line of said Block One (1), 322.80 feet to the Northwest (NW) corner of Lot Four (4), in said Block One (1); Thence South 89° 58' 15" West, along the South line of West Sixth Street, 391.17 feet to the East line of Iowa Highway 110; Thence South 00° 12' 48" East, along said East line, 322.52 feet; Thence South 89° 59' 29" East, 386.21 feet to the Point of Beginning.

	Architects Engineering Land Surveying Environmental Planning www.isg.com
	I+S GROUP
PN: 22-26815	
Drawn: JSS	
Sheet 2 OF 2	
Surveyed by: BAM	
Surveyed: 10/21	
Revised: 6/6/22	
Drawing Name:	

RESOLUTION NO. 07-R-2022-2023

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF STORM LAKE AND BRASH, L.L.C.

WHEREAS, the City has received a proposal from Brash, L.L.C. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the City as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of 4 single-family duplexes (8 housing units), a stormwater detention basin located at W. 6th Street and Iowa Hwy 110, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Developer has applied to the Iowa Economic Development Authority for tax incentives related to this project under the Workforce Housing Tax Credit program; and

WHEREAS, in exchange for the Developer's development obligations and as a proposed local match to possible incentives for the project under the State's Workforce Housing Tax Credit program, the Agreement proposes that the City will: (i) provide each building permit required from the City for construction of the Minimum Improvements at the reduced fee of \$1.00 per permit, and (ii) construct certain Public Infrastructure Improvements (as defined in the Agreement) in support of the project, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement further proposes that the Developer would be eligible to apply for tax abatement under the City's Storm Lake Urban Revitalization Plan for portions of the Minimum Improvements that are assessed as residential; provided, however, that the Minimum Improvements would not be eligible for the tax abatement offered under the City's Urban Revitalization Plan for properties containing 3 or more separate dwelling units that area assessed as residential under Iowa Code Section 441.21(14)(a)(6); and

WHEREAS, Iowa Code Chapter 15A authorizes cities to provide incentives for economic development, and the City recognizes that the availability of workforce housing contributes to economic development and the creation and retention of jobs and employees within the City; and

WHEREAS, Iowa Code Section 15.351, et seq., authorizes the Workforce Housing Tax Incentives Program and directs requirements for local participation and matching incentives from local governments; and

WHEREAS, Iowa Code Chapter 384 authorize cities to construct public infrastructure improvements; and

WHEREAS, Iowa Code Chapter 404 authorizes cities to adopt urban revitalization plans and offer tax abatement incentives thereunder; 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, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapter 15A, Code of Iowa, taking into account any or all of the factors set forth therein, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; 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 IN THE STATE OF IOWA:

Section 1. That the performance by the City of its obligations under the Agreement be and is hereby declared to be a public undertaking and purpose and, further, that the Agreement and the City's performance thereunder is in furtherance of the objectives of the Workforce Housing Tax Incentives Program under Iowa Code Section 15.351, et seq., and in furtherance of appropriate economic development activities and objectives of the City within the meaning of Iowa Code Chapter 15A, taking into account the factors set forth therein.

Section 2. 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 15th day of August, 2022.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

08/15/2022

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: Dana Larsen

SUBJECT: **Motion to Approve Submission of a Grant to T-Mobile for Revitalization Project for the Library Courtyard Area**

BACKGROUND:

In April 2021, T-Mobile announced T-Mobile Hometown Grants, a \$25 million, five-year initiative to support the people and organizations that help small towns across America thrive and grow. Since the program's start, T-Mobile has given more than \$4.4 million dollars to kickstart 100 community development projects across 36 states, including the latest grant winning recipients.

Hometown Grants are provided every quarter to up to 25 towns. Every small town with a population of less than 50,000 people with a vision for how to make their community even stronger than it is today are eligible and encouraged to apply. To select Hometown Grant recipients, T-Mobile works with Main Street America and Smart Growth America, two organizations that have decades of experience helping to build stronger, more prosperous small towns and rural communities. Together, the organizations assess applications based on level of detail and completeness, potential community impact, project viability and other factors.

49,596.88 for installation of xeriscape, a shade structure, flower pots, benches and other improvements. The planned improvements include xeriscaping, a shade structure, flower pots, benches, tables, seating, trash receptacle, charging stations, bike racks, and musical play equipment.

City staff will also provide in-kind services such as concrete removal and replacement as necessary to complete the project. Total

FISCAL IMPACT:

T-Mobile: \$49,596.88, grant request also in-kind services and funding

T-Mobile \$49,596.88 grant request plus in-kind services and funding from hotel/motel tax, local option tax and franchise fees in an amount of \$80,500.00. Total project cost is \$130,096.88.

RECOMMENDATION: Move to approve submission of a grant application to T-Mobile in an amount of \$50,000 to revitalize the Library Courtyard

ATTACHMENTS:

[2022 T-Mobile Grant Budget FINAL.xlsx](#)

[illegible]

100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100

100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100

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22	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118

100	100	100	100	100	100	100	100	100	100

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164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179

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100	100	100	100	100	100	100	100	100	100

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1000	1000	1000	1000	1000	1000	1000	1000	1000	1000

100%	99%	98%	97%	96%	95%	94%	93%	92%	91%	90%	89%	88%	87%	86%	85%

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100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100

Staff Summary

08/15/2022

Agenda Item # F.4.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
[p \(712\) 732-8000](tel:7127328000)
[f \(712\) 732-4114](tel:7127324114)

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Public Hearing for Plans, Specifications, From of Contract and Engineer's Estimate for the Storm Lake Library HVAC Renovation Project**

BACKGROUND: The City was awarded a CDBG-CV grant to replace the Storm Lake Library's HVAC system and to create a tele-health space.

FISCAL IMPACT: The estimated cost of the project is \$607,909 with the grant award covering \$500,000 toward the project.

RECOMMENDATION: Open Hearing
Hear Comments
Close Hearing

ATTACHMENTS:

[NOTICE OF HEARING AND LETTING](#)

[Bids Addendum.pdf](#)

[08152022 - Plans and Specs Storm Lake Library_Bid Drawings.pdf](#)

NOTICE OF HEARING AND LETTING

A hearing will be conducted on the proposed plans and specifications, the proposed form of contract and estimated cost for the Library Renovation, Storm Lake Public Library, (the "Library") Storm Lake, Iowa at a meeting of the City Council (the "Council") to be held in the **Council Chambers**, Storm Lake City Hall, 620 Erie Street, Storm Lake, Iowa 50588 at **5:00 P.M.**, on the **15th of August 2022**, at which time and place any person may appear and file any opinion and express their view to the proposed plans, specifications and form of contract and estimated costs for the Project, both orally and in writing.

The Library Renovation (the "work") to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). These requirements are outlined below:

SECTION 3

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 worker-hours goals, despite its efforts to comply with the provisions of this clause.
- F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.

H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons.
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

*-A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD.
2. The worker is employed by a Section 3 business concern: or
3. The worker is a Youth Build participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Sealed bids will be accepted for the construction of the Library Renovation, Storm Lake Public Library, (the "Library") Storm Lake, Iowa. Sealed bids will be received on behalf of the Library by the City Clerk, in the **Council Chambers**, Storm Lake City Hall, 620 Erie Street, Storm Lake, Iowa 50588 at **2:00 P.M., on the 9th of August 2022**. Bids received after this time will not be accepted. All bids shall be made on official bid forms furnished by the Architect and must be enclosed in a separate sealed envelopes and plainly identified and addressed to the Library. If a bid is to be mailed, the bid envelope shall be sealed in a regular mailing envelope. FAX and E-mail Bids **will not** be accepted. The bidder shall bear sole responsibility for ensuring any bid is received at the correct bid location and by the correct time. The City shall have no responsibility regarding the location or timeliness of the receipt of any bid(s). Bids will be publicly opened and read aloud following the closing of the above bid submission deadline.

Each bid shall be accompanied by a bid bond, certified check, cashier's check or certified share draft in a separate sealed envelope, clearly marked "Bid Bond" or Bid Security", in an amount equal to five percent (5%) of the total amount of the bid. The certified or cashier's check shall be drawn on a bank in Iowa or a bank chartered under the laws of the United States of America or the certified share draft shall be drawn on a credit union in Iowa or chartered under the laws of the United States and payable to the Spencer Library. Said check or share draft may be cashed, or the bid bond forfeited as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days of issuance of a Notice of Award and post bond satisfactory to the Library insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law. The bid bond should be executed by a corporation authorized to contract as a surety in the State of Iowa and must not contain any conditions either in the body or as an endorsement thereon. Bids received will be acted upon at such later time and place as may then be established. The successful bidder will be notified after the Council awards the contract.

Contract documents may be examined at the office of the Architect, Cannon Moss Brygger & Associates, PC, d/b/a CMBA Architects, 505 Grand Avenue, Spencer, Iowa 51301, or obtained from the Architect for a \$250 refundable deposit. Contract documents may also be examined at the following Building Exchanges:

1. Sioux City Construction League, 3900 Stadium Drive, Sioux City, IA 51106.
2. Plains Builder's Exchange, 220 N. Kiwanis Ave., Sioux Falls, SD 57104.
3. Sioux Falls Builder's Exchange, 1418 C Ave., Sioux Falls, SD 57104.
4. North Iowa Builder's Exchange, 15 W. State Street, Mason City, IA 50401.
5. Greater Fort Dodge Growth Alliance(Construction Update Plan Room), 24 N. 9th Street, Fort Dodge, IA 50501.
6. Omaha Builder's Exchange, 4159 S. 94th Street, Omaha, NE 68127.
7. Master Builders of Iowa, 221 Park Street, Des Moines, Iowa 50309.

The Council reserves the right to reject any and all proposals, re-advertise for new bids and to waive informalities that may be in the best interest of the Library.

The successful bidder will be notified on or after **16th August 2022**, after the proposals have been reviewed by the Architect and a recommendation as to the lowest responsible bidder has been made to the City of Storm Lake and accepted by the Council.

Plans and specifications governing the construction of said proposed improvements have been prepared by Cannon Moss Brygger & Associates, PC, d/b/a CMBA Architects, 505 Grand Avenue, Spencer, Iowa 51301, which plans and specifications referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract shall be executed to comply therein.

PRE-BID CONFERENCE will be begin at the Storm Lake Public Library Project site, 609 Cayuga Street, Storm Lake, IA 50588, **Thursday, July 28th, 2022 @ at 2:00 PM**. All interested contractors, sub-contractors and material suppliers are encouraged to attend. The Owner, Architect and Consulting Engineers will be present to describe the Project and answer questions. Attendance is not mandatory, but is recommended.



ADDENDUM NO. 1

08/04/2022

SPENCER HOSPITAL EMERGENCY DEPARTMENT

STORM LAKE, IA

BID DATE IS 08/09/2022 AT 2:00 PM

The original Project Manual and Drawings for the project noted above are amended as noted in this Addendum. Included in this Addendum is a Letter of Invitation and revisions to Section 00 1110 of the specification.

Please review all sheets and incorporate them into your set of Contract Documents.

The receipt of this Addendum shall be acknowledged by inserting its number and date in the space provided on the Bid Form.

GENERAL

LETTER OF INVITATION

Please find the attached **Bidder Status Form** to be included per 002113- Instructions to Bidders - **SEE ATTACHMENT**

SPECIFICATIONS

SECTION - 00 21 13

- A. D. Bid Enclosures/ Requirements
 - 1. **ADD:** 4. Intent to Comply with Section 3 Requirements Form **(in the same envelope)**
(Iowa 2021 CDBG Management Guide - Appendix 8 PAGE 13 & 14)
Form has been provided in Project Specification

DRAWINGS

- A. REPLACE A2.00 in its entirety
 - 1. REVISE ROOF PLAN KEYNOTES 2, 5 & 6
 - 2. ADD: DETAIL 6/A2.00

END OF ARCHITECTURAL ADDENDUM

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No

My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No

My company has an office to transact business in Iowa.

☐ Yes ☐ No

My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No

My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No

My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____
City, State, Zip: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____
City, State, Zip: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____
City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State: _____

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

KEYNOTES - DEMO

- 1 REMOVE CARPET. PREP TO RECEIVE NEW FLOORING.
- 2 REMOVE EXISTING ACT, PROTECT GROUND IN PLACE.
PREP WALLS TO RECEIVE NEW PAINT.
PROTECT EXISTING CONDUIT IN PLACE.
- 3 REMOVE EXISTING WALL BASE PER DNR STANDARDS.
SEE SPEC FOR HAZARDOUS MATERIAL REPORT (LEAD,
ASBESTOS, BASE PER DNR STANDARDS).
- 4 SEE SPEC FOR HAZARDOUS MATERIAL REPORT (ASBESTOS,
LEAD, AIR KNOWN MATERIAL, AND DISPOSE OF PER DNR STANDARDS)

GENERAL NOTES - DEMO

- [illegible]

PLAN GENERAL NOTES

- 4** SEE MECHANICAL & ELECTRICAL DRAWINGS FOR EQUIPMENT & ADDITIONAL INFORMATION
- B** REPLACE CEILING TILES DAMAGED DURING INSTALLATION OF MECHANICAL UNIT
- C** <NOT USED>

PLAN KEYNOTES

1. INSTALL NEW OPT. - SEE FINISH SCHEDULE
2. PRIME & PAINT ALL WALLS - SEE FINISH SCHEDULE
3. PROVIDE NEW ELEC. WIRING & GROUNDING - SEE FINISH SCHEDULE
REPAIR EXISTING GND. AS NEEDED.
4. INSTALL WINDOW SHADERS & EXISTING WINDOW PER
MANUFACTURER'S INSTRUCTIONS
5. INSTALL PRICED/FRM @ GLAZING @ EXISTING DOORS
6. SURFACE APPLY ACQUISTE PANELS PER MANUFACTURER'S
INSTRUCTIONS. PATTERN SET BY OWNER
7. PROVIDE "SLEEP" @ BASE OF DOOR. INTERIOR 3RD
TO PREVENT PASSAGE OF SOUND
8. PROVIDE DISCONTINUED AVAILABLE ACQUISTE;
DOOR SEAL AT INTERIOR FACE OF DOOR

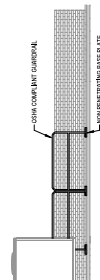
ROOF PLAN GENERAL NOTES

- A** PROTECT AND BRACE ALL EXISTING STRUCTURES AS REQUIRED TO MAINTAIN STRUCTURAL INTEGRITY DURING DEMOLITION AND CONSTRUCTION. UPLIFT AND WEATHER TIGHT CONNECTIONS ON ALL EXISTING SPACES THROUGHOUT CONSTRUCTION.
- B** VERIFY ALL EXISTING CONDITIONS.
- C** SEE MECHANICAL & ELECTRICAL DRAWINGS FOR EQUIPMENT & ADDITIONAL INFORMATION.
- D** PATCHBACK ALL WALL/ROOF PENETRATIONS AS REQUIRED. PROVIDE ROOFING COMPATIBLE WITH EXISTING ROOFING.

ROOF PLAN KEYNOTES

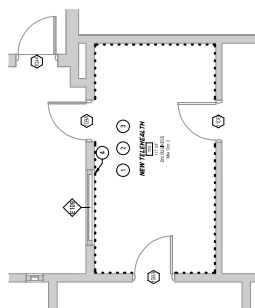
1. NEW MECHANICAL UNIT - FOR REFERENCE ONLY. SEE MFG DOCUMENTS
 2. PROVIDE FALL PROTECTION AT EDGE OF ROOF PER OSHA STANDARDS. SEE 29 CFR 1910.66
 3. MAIN-UP ACCESS TO EXISTING ROOF HATCH, PROTECT F-PLATE.
 4. PATCH-HATCH WALL & EXISTING MECH. PENETRATION.
 5. ALL IN PLACE FOR SCHED. BY MECHANICAL UNIT PER MFG MANUFACTURER SPECIFICATIONS. AGAINT TO SELECT FROM MANUFACTURER FULL RANGE OF COLORS.
 6. ROOF CURBS SEE RVTY SCHEDULE.
- THE RVTY SCHEDULE NOTES THE UNIT MUST COME WITH 1" ON THE MANUFACTURER USED AND EQUIPMENT (EQUIPMENT PROVIDED BY THE

ROOF GUARDRAIL ELEVATION

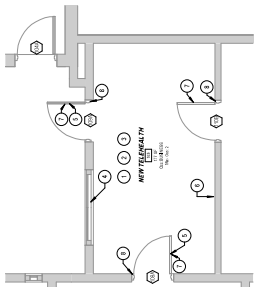


IF THIS DRAWING IS NOT 30"x42" IT IS NOT TO SCALE

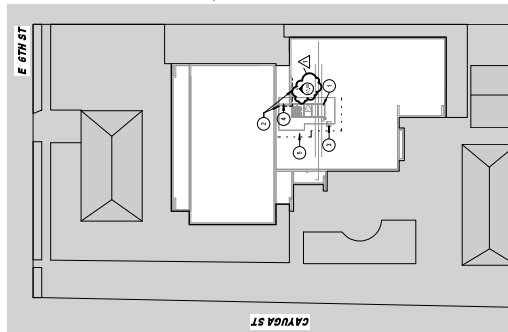
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ROOM 109 - DEMO PLAN

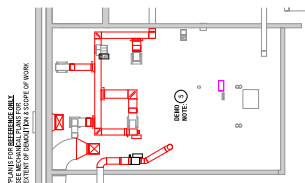


ROOM 109 PLAN



ROOF PLAN

COMPREHENSIVE PLAN - MAIN FLOOR



COMPREHENSIVE PLAN - MECH MEZZ

PROJECT: Storm Lake Library Renovation

PROJECT NUMBER: 21-128

DATE: August 4, 2022

NOTE { THIS ADDENDUM HAS BEEN ISSUED TO MODIFY AND/OR INTERPRET THE BIDDING DOCUMENTS, INCLUDING THE DRAWINGS AND SPECIFICATIONS. UNLESS OTHERWISE INSTRUCTED, THE INFORMATION CONTAINED ON THE ADDENDUM SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE ORIGINAL BIDDING DOCUMENTS AND SHALL BE HEREINAFTER CONSIDERED AS A PARTY OF THE BIDDING DOCUMENTS.

PLANS

SHEET M5.1 – MECHANICAL SCHEDULES AND DETAILS

1. Rooftop Unit Schedule
 - A. **CLARIFICATION** the RTU schedule notes the unit must come with a 14" vibration isolation curb. These roof curb sizes are based on the approved manufacturer's equipment dimensions.

VENDOR APPROVALS

SECTION 23 3600 – AIR TERMINAL UNITS

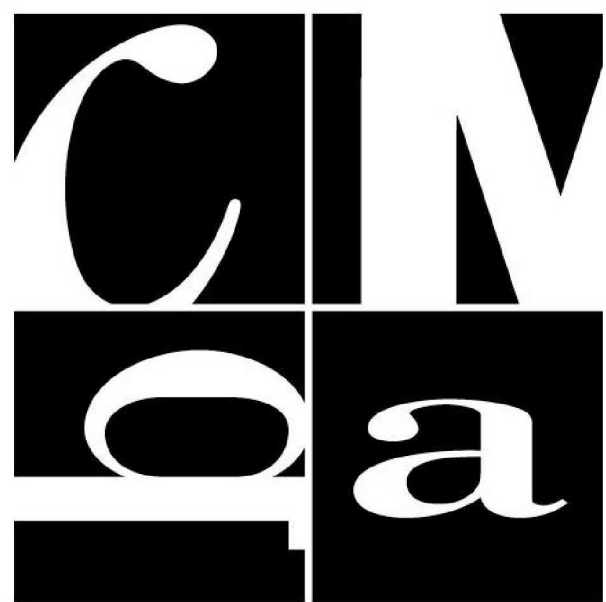
1. Single Duct VAV Boxes
 - A. Enviro-Tec

ATTACHMENTS

NO ATTACHMENTS ARE INCLUDED IN THIS ADDENDUM.

STORM LAKE PUBLIC LIBRARY RENOVATION

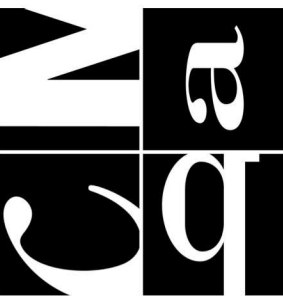
CITY OF STORM LAKE
STORM LAKE, IA



CMBA ARCHITECTS
505 GRAND AVENUE ▪ SPENCER, IA 51301 ▪ (P) 712.262.3426

SHEET INDEX

GENERAL	
T.01	TITLE
CIVIL	
N/A	
STRUCTURAL	
S0.01	
ARCHITECTURAL	
A1.00	PROJECT INFORMATION & SITE PLAN
A2.00	DEMO PLANS, FLOOR PLANS & ROOF PLAN
A6.00	ROOM FINISH SCHEDULE
MECHANICAL	
ME000	MECHANICAL ELECTRICAL COVER SHEET
ME100	ME ROOF PLAN
MD101	MECHANICAL DEMOLITION PLAN
M101	MECHANICAL PLAN
M201	MEZZANINE PLAN
M202	MECHANICAL MEZZANINE PIPING PLAN
M501	MECHANICAL SCHEDULES & DETAILS
ELECTRICAL	
E101	ELECTRICAL POWER PLAN
PLUMBING	
N/A	



DATE: 22.06.17
PROJECT: SP21122

TITLE-E

PROFESSIONAL SEALS

PROFESSIONAL SEALS

ARCHITECT

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly Licensed Architect under the laws of the State of **IOWA**.

Signature: _____ Date: **6/17/22**

Printed name: **ADAM DONAVAN VAN GORP, AIA**

License #: **07319**

License renewal date: **6/30/2023**

Pages or sheets covered by this seal:
☐ A1.00, A2.00 & A6.00

ENGINEER

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

Signature: _____ Date: _____

Printed name: **JERAD HOFFMAN**

License renewal date: 12/31/2022

Pages or sheets covered by this seal:
S0.01
☐

Date Issued: **6/17/22**

ENGINEER

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

Signature: _____ Date: _____

Printed name: **HOLLY M. STEVENS**

License renewal date: 12/31/2022

Pages or sheets covered by this seal:
ALL M-SERIES; ALL E-SERIES
☐

Date Issued: **6/17/22**

REVISIONS

NO.	DESCRIPTION	DATE

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STORM LAKE PUBLIC LIBRARY RENOVATION
CITY OF STORM LAKE
STORM LAKE, IA

SHEET
T.01

REVISED: 02/20/2022, 02/21/2022, 02/22/2022, 02/23/2022, 02/24/2022, 02/25/2022, 02/26/2022, 02/27/2022, 02/28/2022, 02/29/2022, 03/01/2022, 03/02/2022, 03/03/2022, 03/04/2022, 03/05/2022, 03/06/2022, 03/07/2022, 03/08/2022, 03/09/2022, 03/10/2022, 03/11/2022, 03/12/2022, 03/13/2022, 03/14/2022, 03/15/2022, 03/16/2022, 03/17/2022, 03/18/2022, 03/19/2022, 03/20/2022, 03/21/2022, 03/22/2022, 03/23/2022, 03/24/2022, 03/25/2022, 03/26/2022, 03/27/2022, 03/28/2022, 03/29/2022, 03/30/2022, 03/31/2022, 04/01/2022, 04/02/2022, 04/03/2022, 04/04/2022, 04/05/2022, 04/06/2022, 04/07/2022, 04/08/2022, 04/09/2022, 04/10/2022, 04/11/2022, 04/12/2022, 04/13/2022, 04/14/2022, 04/15/2022, 04/16/2022, 04/17/2022, 04/18/2022, 04/19/2022, 04/20/2022, 04/21/2022, 04/22/2022, 04/23/2022, 04/24/2022, 04/25/2022, 04/26/2022, 04/27/2022, 04/28/2022, 04/29/2022, 04/30/2022, 05/01/2022, 05/02/2022, 05/03/2022, 05/04/2022, 05/05/2022, 05/06/2022, 05/07/2022, 05/08/2022, 05/09/2022, 05/10/2022, 05/11/2022, 05/12/2022, 05/13/2022, 05/14/2022, 05/15/2022, 05/16/2022, 05/17/2022, 05/18/2022, 05/19/2022, 05/20/2022, 05/21/2022, 05/22/2022, 05/23/2022, 05/24/2022, 05/25/2022, 05/26/2022, 05/27/2022, 05/28/2022, 05/29/2022, 05/30/2022, 05/31/2022, 06/01/2022, 06/02/2022, 06/03/2022, 06/04/2022, 06/05/2022, 06/06/2022, 06/07/2022, 06/08/2022, 06/09/2022, 06/10/2022, 06/11/2022, 06/12/2022, 06/13/2022, 06/14/2022, 06/15/2022, 06/16/2022, 06/17/2022, 06/18/2022, 06/19/2022, 06/20/2022, 06/21/2022, 06/22/2022, 06/23/2022, 06/24/2022, 06/25/2022, 06/26/2022, 06/27/2022, 06/28/2022, 06/29/2022, 06/30/2022, 07/01/2022, 07/02/2022, 07/03/2022, 07/04/2022, 07/05/2022, 07/06/2022, 07/07/2022, 07/08/2022, 07/09/2022, 07/10/2022, 07/11/2022, 07/12/2022, 07/13/2022, 07/14/2022, 07/15/2022, 07/16/2022, 07/17/2022, 07/18/2022, 07/19/2022, 07/20/2022, 07/21/2022, 07/22/2022, 07/23/2022, 07/24/2022, 07/25/2022, 07/26/2022, 07/27/2022, 07/28/2022, 07/29/2022, 07/30/2022, 07/31/2022, 08/01/2022, 08/02/2022, 08/03/2022, 08/04/2022, 08/05/2022, 08/06/2022, 08/07/2022, 08/08/2022, 08/09/2022, 08/10/2022, 08/11/2022, 08/12/2022, 08/13/2022, 08/14/2022, 08/15/2022, 08/16/2022, 08/17/2022, 08/18/2022, 08/19/2022, 08/20/2022, 08/21/2022, 08/22/2022, 08/23/2022, 08/24/2022, 08/25/2022, 08/26/2022, 08/27/2022, 08/28/2022, 08/29/2022, 08/30/2022, 08/31/2022, 09/01/2022, 09/02/2022, 09/03/2022, 09/04/2022, 09/05/2022, 09/06/2022, 09/07/2022, 09/08/2022, 09/09/2022, 09/10/2022, 09/11/2022, 09/12/2022, 09/13/2022, 09/14/2022, 09/15/2022, 09/16/2022, 09/17/2022, 09/18/2022, 09/19/2022, 09/20/2022, 09/21/2022, 09/22/2022, 09/23/2022, 09/24/2022, 09/25/2022, 09/26/2022, 09/27/2022, 09/28/2022, 09/29/2022, 09/30/2022, 10/01/2022, 10/02/2022, 10/03/2022, 10/04/2022, 10/05/2022, 10/06/2022, 10/07/2022, 10/08/2022, 10/09/2022, 10/10/2022, 10/11/2022, 10/12/2022, 10/13/2022, 10/14/2022, 10/15/2022, 10/16/2022, 10/17/2022, 10/18/2022, 10/19/2022, 10/20/2022, 10/21/2022, 10/22/2022, 10/23/2022, 10/24/2022, 10/25/2022, 10/26/2022, 10/27/2022, 10/28/2022, 10/29/2022, 10/30/2022, 10/31/2022, 11/01/2022, 11/02/2022, 11/03/2022, 11/04/2022, 11/05/2022, 11/06/2022, 11/07/2022, 11/08/2022, 11/09/2022, 11/10/2022, 11/11/2022, 11/12/2022, 11/13/2022, 11/14/2022, 11/15/2022, 11/16/2022, 11/17/2022, 11/18/2022, 11/19/2022, 11/20/2022, 11/21/2022, 11/22/2022, 11/23/2022, 11/24/2022, 11/25/2022, 11/26/2022, 11/27/2022, 11/28/2022, 11/29/2022, 11/30/2022, 12/01/2022, 12/02/2022, 12/03/2022, 12/04/2022, 12/05/2022, 12/06/2022, 12/07/2022, 12/08/2022, 12/09/2022, 12/10/2022, 12/11/2022, 12/12/2022, 12/13/2022, 12/14/2022, 12/15/2022, 12/16/2022, 12/17/2022, 12/18/2022, 12/19/2022, 12/20/2022, 12/21/2022, 12/22/2022, 12/23/2022, 12/24/2022, 12/25/2022, 12/26/2022, 12/27/2022, 12/28/2022, 12/29/2022, 12/30/2022, 12/31/2022



CDBG PROJECT SIGN



GENERAL NOTES

- A** COORDINATE LOCATION OF ALL EXISTING UTILITIES WITH THE OWNER PRIOR TO THE START OF WORK.
- B** COORDINATE LOCATION OF EXISTING UTILITIES WITH THE OWNER PRIOR TO THE START OF WORK.
- C** VERIFY LOCATION OF ALL UTILITIES PRIOR TO WORKING.
- D** VERIFY LOCATION OF ALL UTILITIES PRIOR TO WORKING.

KEYNOTES

- 1 PROVIDE PATH FOR EMERGENCY EXIT. COMMUNICATE WITH OWNER WHEN EGRESS IS NOT FEASIBLE.
- 2 PROVIDE BARRICADES. COORDINATE TYPE AND LOCATION WITH THE OWNER PRIOR TO THE START OF CONSTRUCTION.
- 3 JOBSITE TRAILER - LOCATION TBD
- 4 PROJECT SIGN- SEE CDBG REQUIRED DESIGN FOR SPECIFIC LAYOUT AND CONTENT

CODE SUMMARY

PROJECT SUMMARY:
THE PROJECT IS TO INCLUDE THE RENOVATION OF AN EXISTING LIBRARY WORKSPACE INTO A VIRTUAL SERVICES SPACE. THE OCCUPANCY CLASSIFICATION & OCCUPANT LOAD OF THE RENOVATED SPACE WILL REMAIN UNCHANGED. (NO SQUARE FOOTAGE WILL BE ADDED TO THE BUILDING.)

MECHANICAL SERVICE/ EQUIPMENT WILL ALSO BE UPGRADED/ REPLACED THROUGHOUT THE BUILDING.

MATERIALS CONTAINING LEAD & ASBESTOS WILL NEED TO BE ABATED.

CODE INFORMATION
2015 INTERNATIONAL BUILDING CODE
2015 INTERNATIONAL MECHANICAL CODE
2018 UNIFORM PLUMBING CODE
2012 INTERNATIONAL ENERGY CONSERVATION CODE
2015 INTERNATIONAL FIRE CODE
2017 NATIONAL ELECTRIC CODE

OWNER
STORM LAKE PUBLIC LIBRARY
605 CAYUGA ST.
STORM LAKE, IA 50588
OWNERS REP: KERI NAVRATIL, CITY MANAGER email: navratil@stormlake.org 712-732-8000

ARCHITECT
CDBA ARCHITECTS
505 GRAND AVENUE
SPENCER, IA 51301
712-262-3426
A/E RESPONSIBLE: ADAM VAN GORP email: vangorp.a@cmbaarchitects.com 712-262-3426

LOCAL AUTHORITY HAVING JURISDICTION
1. CODE COMPLIANCE DIRECTOR: SCOTT OLESEN
2. BUILDING INSPECTOR: CHRIS CHAMBERS 712-732-8002

OCCUPANCY GROUPS:
EXISTING LIBRARY (ASSEMBLY GROUP A-3)

CONSTRUCTION TYPE:
EXISTING BUILDING.

SPRINKLER:
NO SPRINKLER SYSTEM

BUILDING HEIGHT:
EXISTING BUILDING: 1 FLOOR
ALLOWABLE HEIGHT: N/A

BUILDING AREA:
ACTUAL FLOOR AREA: 12,500 SQ FT
ALLOWABLE FLOOR AREA: N/A

PLUMBING FIXTURE COUNT - EXISTING:
WATER CLOSETS: MEN - 1; WOMEN - 2; UNISEX - 1
URINALS: MEN - 1
LAVATORIES: MEN - 1; WOMEN - 1
DRINKING FOUNTAINS - 1
SERVICE SINK - 1

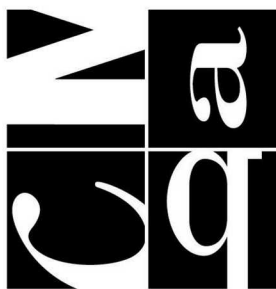
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NO.	DESCRIPTION	DATE

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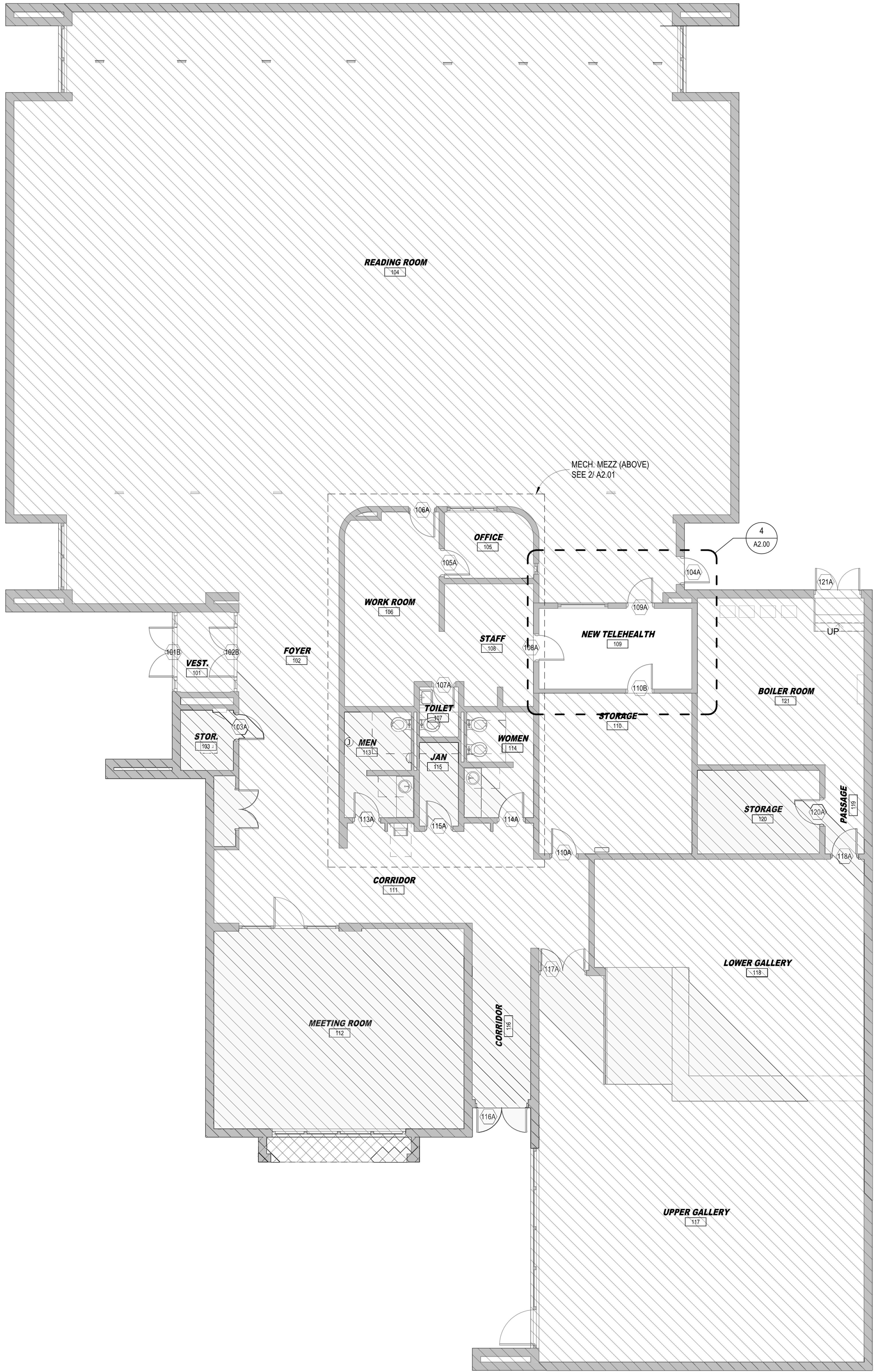


DATE: 22.06.17
PROJECT: SP21122

PROJECT INFORMATION & SITE PLAN

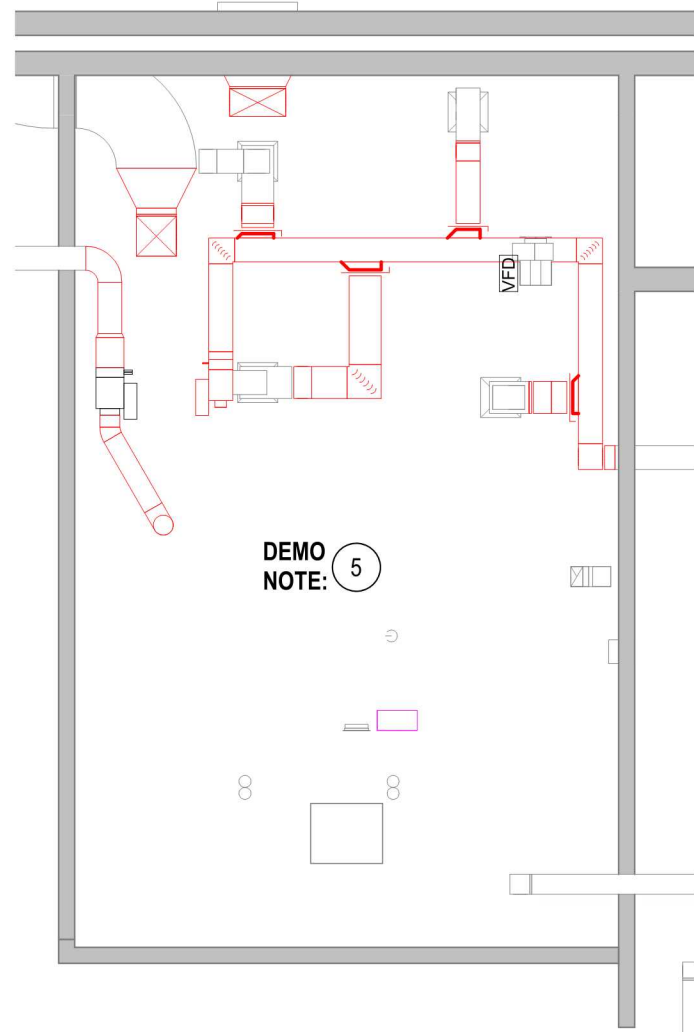
STORM LAKE PUBLIC LIBRARY RENOVATION
CITY OF STORM LAKE
STORM LAKE, IA

SHEET
A1.00

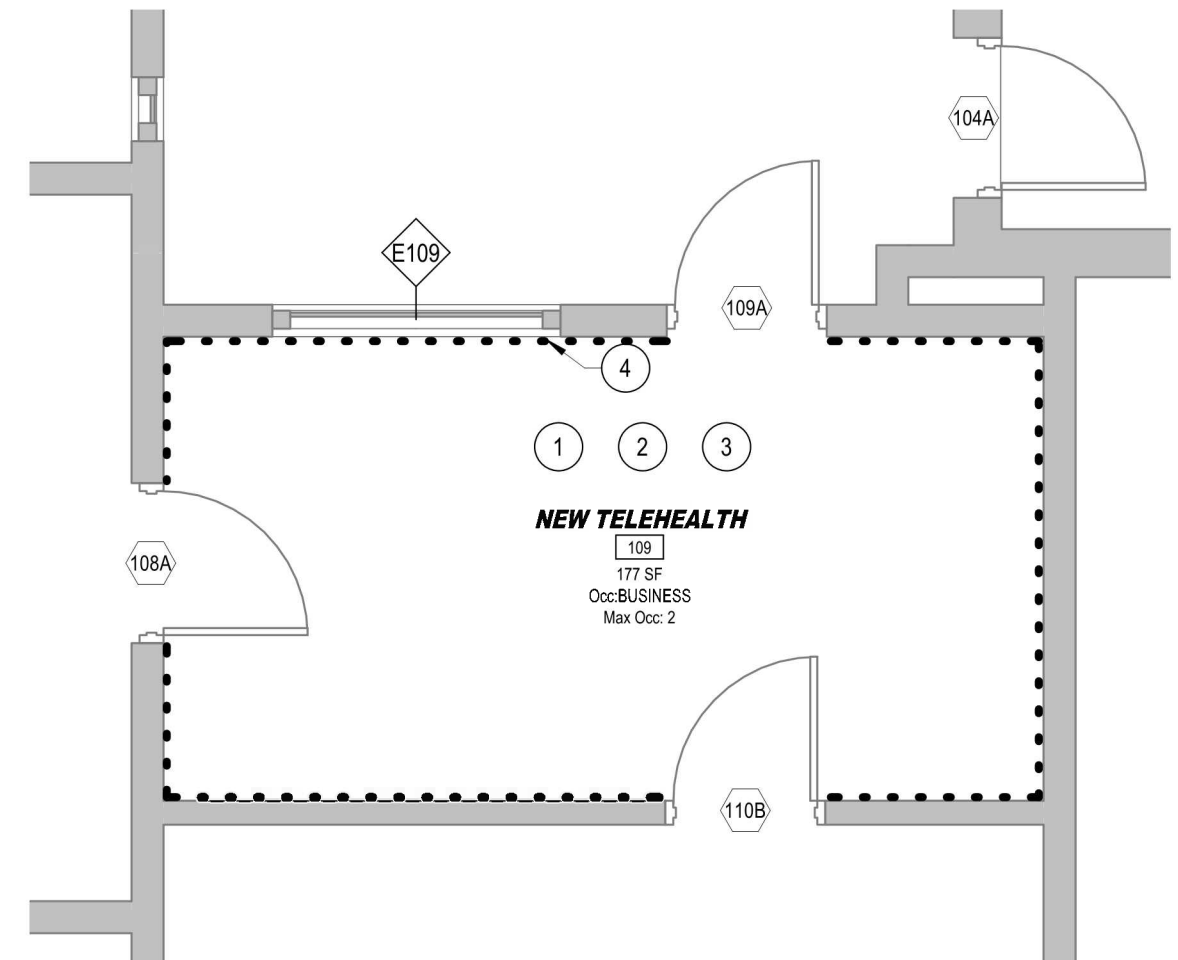


1 COMPREHENSIVE PLAN - MAIN FLOOR
1/8" = 1'-0"

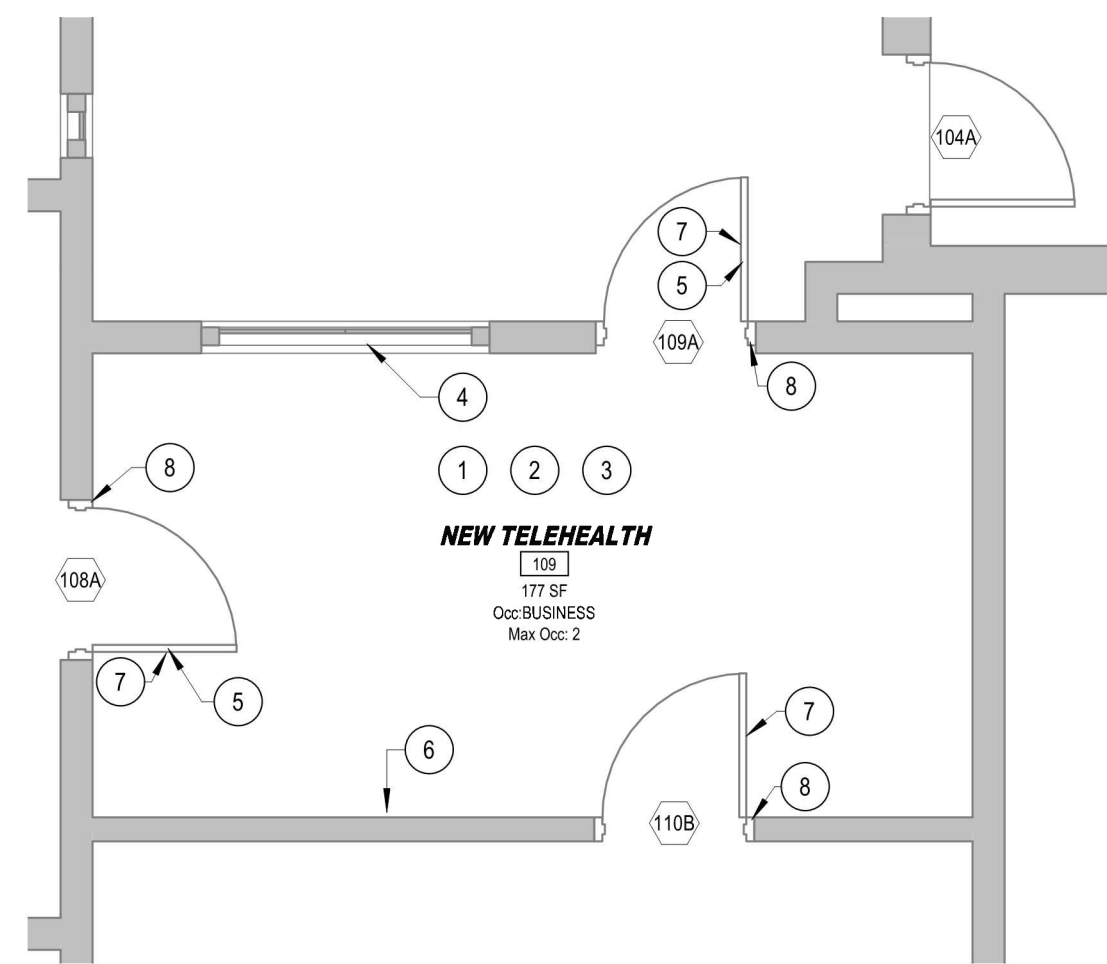
*PLAN IS FOR REFERENCE ONLY
SEE MECHANICAL PLANS FOR
EXTENT OF DEMOLITION & SCOPE OF WORK



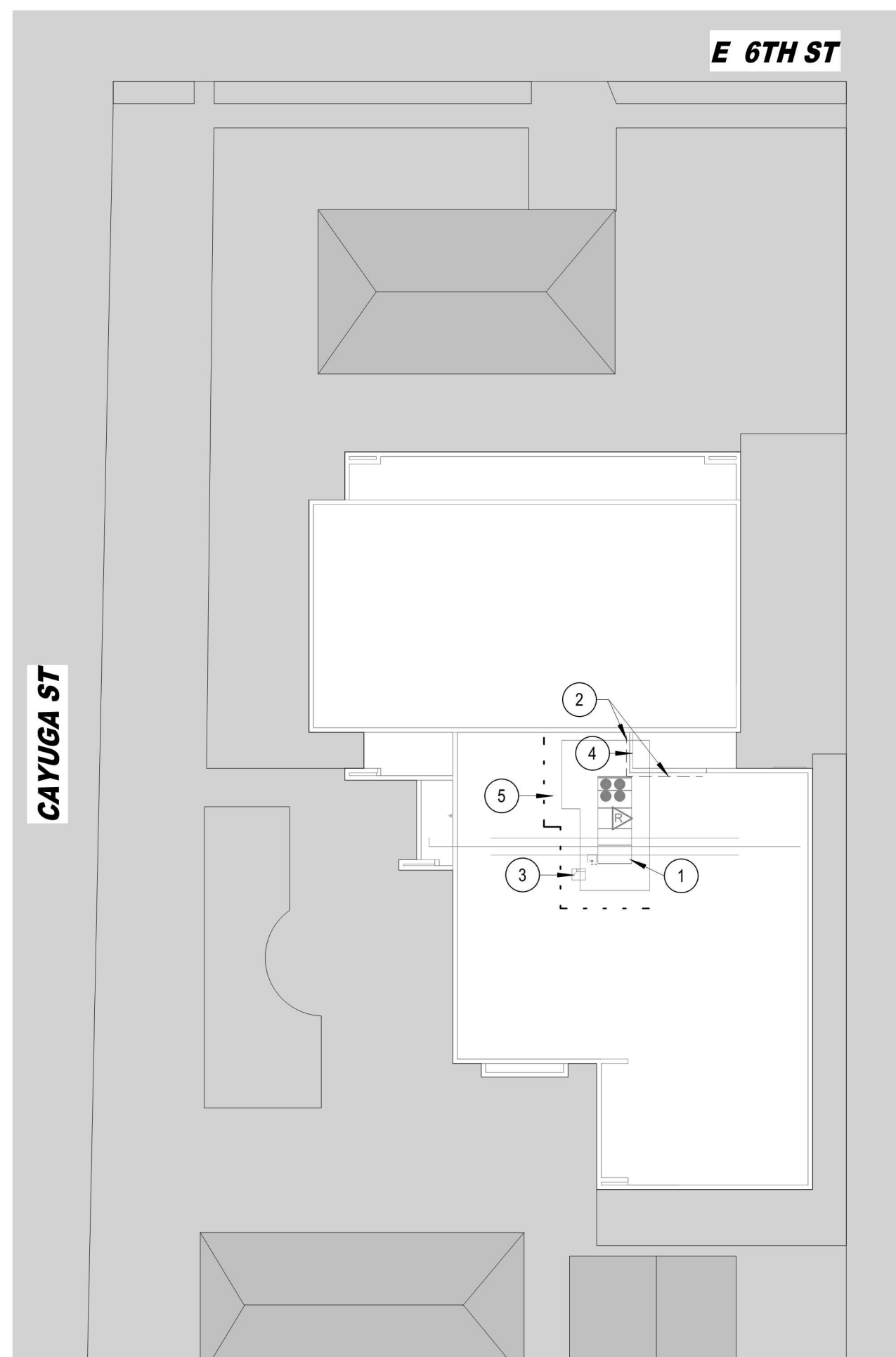
2 COMPREHENSIVE PLAN - MECH MEZZ
1/8" = 1'-0"



3 ROOM 109 - DEMO PLAN
1/4" = 1'-0"



4 ROOM 109 PLAN
1/4" = 1'-0"



5 ROOF PLAN
1" = 30'-0"

GENERAL NOTES - DEMO

- A** EGRESS ROUTES TO BE REVIEWED THROUGHOUT CONSTRUCTION.
- B** G.C. TO PROVIDE TEMPORARY BARRIERS TO SEPARATE LIBRARY AND ACTIVE CONSTRUCTION ZONE.
- C** PROTECT & BRACE ALL EXISTING STRUCTURES, AS REQUIRED, TO MAINTAIN STRUCTURAL INTEGRITY DURING DEMO & CONSTRUCTION- SEE MECHANICAL DWGS.
- D** MAINTAIN WEATHER TIGHT CONDITIONS AT ALL EXISTING OPENINGS/ SPACES THROUGHOUT CONSTRUCTION - SEE MECHANICAL DWGS.
- E** VERIFY & DOCUMENT ALL EXISTING CONDITIONS PRIOR TO START OF WORK.
- F** COORDINATE WALK-THROUGH WITH GENERAL CONTRACTORS AND OWNER FOR MATERIALS/ EQUIPMENT THAT NEED TO BE SALVAGED BEFORE DEMOLITION BEGINS.
- G** REFER TO MECHANICAL & ELECTRICAL DEMOLITION PLANS & SPECIFICATIONS FOR ADDITIONAL DEMOLITION REQUIRED.
- H** PATCH ALL MECHANICAL & ELECTRICAL PENETRATIONS IN WALLS, FLOOR & ROOF, AS REQUIRED.
- I** IN EXISTING ROOMS WHERE ABOVE CEILING WORK IS REQUIRED, REMOVE CEILING AS REQUIRED, STORE MATERIAL FOR REUSE AND REPLACE/ PATCH BACK TO MATCH EXISTING CONDITIONS ONCE WORK HAS BEEN COMPLETED.
- J** PROTECT-IN-PLACE EXISTING EQUIPMENT & FIXTURES TO REMAIN. THIS INCLUDES, BUT IS NOT LIMITED TO: LIGHT FIXTURES, CEILING GRID, CONDUIT, OUTLETS/FACEPLATES, SWITCHES/FACEPLATES, DOORS/ GLAZING/ FRAMES & WINDOW FRAME. DAMAGED ITEMS WILL BE REPLACED AT NO EXPENSE TO THE OWNER.
- K** REVIEW ALL HAZARDOUS TESTING (ASBESTOS) DOCUMENTATION PRIOR TO PROCEEDING WITH DEMOLITION - SEE SPEC.
- L** REVIEW ALL HAZARDOUS TESTING (LEAD) DOCUMENTATION PRIOR TO PROCEEDING WITH DEMOLITION - SEE SPEC.
- M** DEMOLITION OF MATERIALS CONTAINING HAZARDOUS MATERIALS, SUCH AS LEAD AND ASBESTOS MUST COMPLY WITH DNR STANDARDS. TAKE ALL NECESSARY PRECAUTIONS AND COORDINATE PROPER REMOVAL WITH THE OWNER.
- N** COORDINATE AREAS OF DEMOLITION WITH OWNER'S SCHEDULE.

PLAN GENERAL NOTES

- A** SEE MECHANICAL & ELECTRICAL DRAWINGS FOR EQUIPMENT & ADDITIONAL INFORMATION.
- B** REPAIR DEMO AND PATCHES DAMAGED DURING INSTALLATION OF MECHANICAL.
- C** NOT USED.

PLAN KEYNOTES

- 1** INSTALL NEW CPT - SEE FINISH SCHEDULE.
- 2** PREP & PAINT ALL WALLS - SEE FINISH SCHEDULE.
- 3** PROVIDE NEW ACT IN EXISTING CEILING GRID - SEE FINISH SCHEDULE. REPAIR EXISTING GRID, AS NEEDED.
- 4** INSTALL WINDOW SHADES @ EXISTING WINDOW PER MANUFACTURERS' INSTRUCTIONS.
- 5** INSTALL PRIVACY FILM @ GLAZING @ EXISTING DOORS.
- 6** SURFACE APPLY ACOUSTIC PANELS PER MANUFACTURERS' INSTRUCTIONS. PATTERN TBD BY OWNER.
- 7** PROVIDE SWEEP @ BASE OF DOOR (INTERIOR SIDE) TO PREVENT PASSAGE OF SOUND.
- 8** PROVIDE SURFACE-MOUNTED ADJUSTABLE ACOUSTIC DOOR SEAL KIT @ INTERIOR FACE OF DOOR.

KEYNOTES - DEMO

- 1** REMOVE CARPET. PREP TO RECEIVE NEW FLOORING.
- 2** REMOVE EXISTING ACT. PROTECT GRID IN PLACE.
- 3** PREP WALLS TO RECEIVE NEW PAINT. PROTECT EXISTING CONDUIT IN PLACE.
- 4** REMOVE EXISTING WALL BASE PER DNR STANDARDS. SEE SPEC FOR HAZARDOUS MATERIAL REPORT (LEAD). DISPOSE OF BASE PER DNR STANDARDS.
- 5** SEE SPEC FOR HAZARDOUS MATERIAL REPORT (ASBESTOS). ABATE ALL KNOWN MATERIAL AND DISPOSE OF PER DNR STANDARDS.

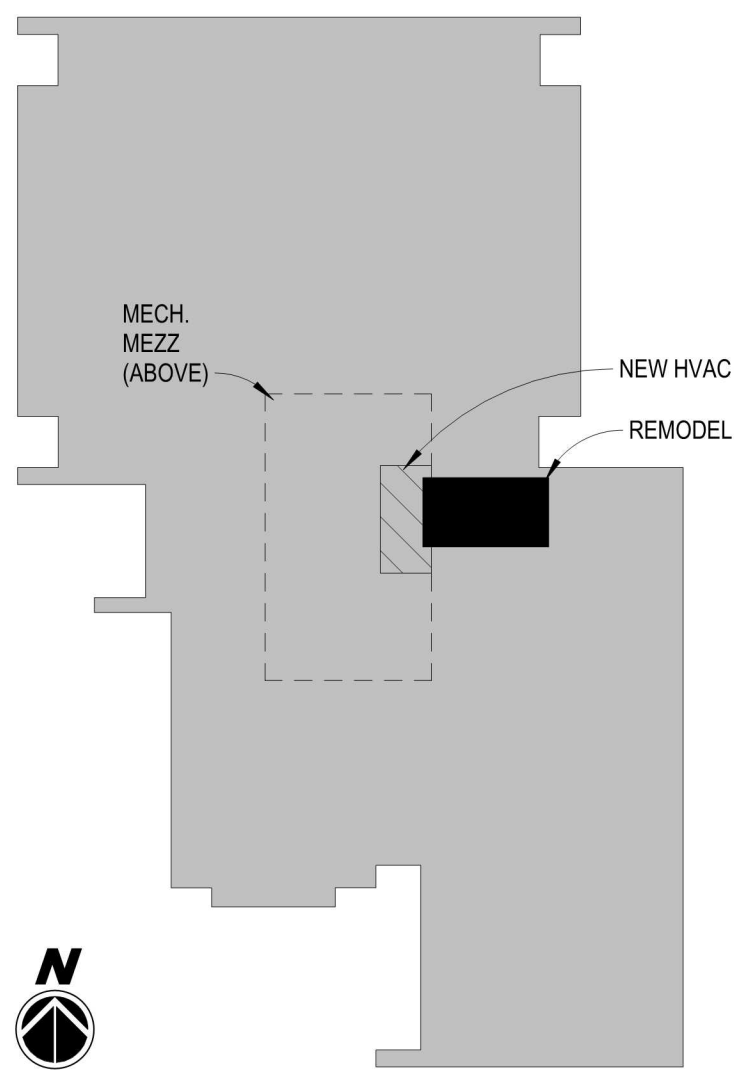
ROOF PLAN GENERAL NOTES

- A** PROTECT AND BRACE ALL EXISTING STRUCTURES AS REQUIRED TO MAINTAIN STRUCTURAL INTEGRITY DURING DEMOLITION AND CONSTRUCTION. MAINTAIN WEATHER TIGHT CONDITIONS ON ALL EXISTING SPACES THROUGHOUT CONSTRUCTION.
- B** VERIFY ALL EXISTING CONDITIONS.
- C** SEE MECHANICAL & ELECTRICAL DRAWINGS FOR EQUIPMENT & ADDITIONAL INFORMATION.
- D** PATCH-BACK ALL WALL/ ROOF PENETRATIONS AS REQUIRED. PROVIDE ROOF SYSTEM CONSISTENT WITH EXISTING ROOFING- FIELD VERIFY PRIOR TO INSTALLATION.

ROOF PLAN KEYNOTES

- 1** NEW MECHANICAL UNIT - FOR REFERENCE ONLY. SEE MEP DOCUMENTS.
- 2** PROVIDE FALL PROTECTION @ EDGE OF ROOF PER OSHA STANDARDS.
- 3** MAINTAIN ACCESS TO EXISTING ROOF HATCH. PROTECT IN-PLACE.
- 4** PATCH-BACK WALL @ EXISTING MECH. PENETRATION.
- 5** ALT #1: PROVIDE SCREENING @ MECHANICAL UNIT PER MANUFACTURER'S SPECIFICATIONS. ARCHITECT TO SELECT FROM MANUFACTURER'S FULL RANGE OF COLORS.

KEY PLAN



REVISIONS

NO.	DESCRIPTION	DATE

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FINISH SPECIFICATION SCHEDULE

STORM LAKE PUBLIC LIBRARY - STORM LAKE, IA

DATE: 06/17/2022

PROJECT #: SP21122

VOLUME #: 1 OF 1

PROJECT ARCHITECT: ANGELA McCaULLEY

PRODUCT CODE	MANUFACTURER/BRAND	PRODUCT NAME / #	COLOR NAME / #	DESCRIPTION	REMARKS
Carpeting/Mats					
CPT-1 (Carpet-Tile)	MILLIKEN	Color Field Patina	PAT144-48 Dark Copper	Plank Tile Size: 25cm x 1m Gray/ Brown Coordinate	Vertical ashlar plank installation
Paint/Stain					
PT-1 (Paint)	SHERWIN WILLIAMS	EPOXY PAINT	MINDFUL GRAY SW 7016	APPEARANCE: Light Gray	Provide at all walls U.N.O
PT-2 (Paint)	SHERWIN WILLIAMS	EPOXY PAINT	TURKISH COFFEE SW 8078	Match existing paint @ frames	Provide at all existing door and window frames. <Color to match existing frame(s)>
Resilient Base & Accessories					
RB-1 (Resilient Base)	JOHNSONITE	TRADITIONAL VINYL 4" U/8	167 FUDGE	APPEARANCE: Dark Brown	Provide at all wall locations U.N.O
RT-1 (Rubber Transition)	JOHNSONITE	TRADITIONAL VINYL	167 FUDGE	APPEARANCE: Dark Brown	Floor transitions at door locations; Transitions to be centered under door
Window Coverings					
Horizontal Blinds	HUNTER DOUGLAS	DESIGNER SCREEN SHADES	EMPIRE: DARK CHOCOLATE	ROLLER SHADE: OPAQUE FABRIC FOR MAXIMUM PRIVACY	Provide at existing window (E109)
Window Film (FILM-1)	3M	3M Privacy: 3M Mirror Film	Mirror	High reflective finish; provides mirror-like appearance; Openeess les...	Provide at glazing in existing doors...
Acoustical Wal Treatments					
AP-1 (Acoustical Panels)	unika vaev	ECOUSTIC LINEAR TILE:	Taupe Paprika Natural	ECOUSTIC LINEAR TILE: 16 11/16" Square (500mm Square) x 1 1/4" (32mm) Provide three (3) of each color	3 Colors to be selected from manufacturer's standard colors Verify colors with Architect
Ceilings					
ACT-1 (Acoustical Ceiling Tile)	ARMSTRONG	OPTIMA 3253 Square T egular	White	Size - 24" x 24" x 1 1/2" Tile; Fine texture	Provide at Room 109. Repair & replace grid, as needed

GENERAL NOTES

- A** VERIFY ALL EXISTING CONDITIONS PRIOR TO PROCEEDING WITH WORK
- B** PROVIDE SUBFLOOR LEVELER, AS REQUIRED. PATCH EXISTING SUBFLOOR, AS NEEDED, PRIOR TO INSTALLATION OF NEW FLOORING.
- C** FLOORING TRANSITIONS AT DOOR LOCATIONS. TRANSITIONS TO BE CENTERED UNDER DOOR.
- D** ALL WALLS TO BE PAINTED PT-1
- E** ADD DOOR & WINDOW FRAMES TO BE PAINTED TO MATCH EXISTING (PT-2).

SCHEDULE KEYNOTES

1 <NOT USED>

KEYNOTES

1 <NOT USED>

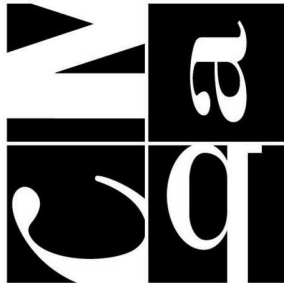
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SPENCER, IA 51301
(P) 712.262.3426



DATE: 22.06.17
PROJECT SP21122

ROOM FINISH SCHEDULE

STORM LAKE PUBLIC LIBRARY RENOVATION
CITY OF STORM LAKE
STORM LAKE, IA

SHEET
A6.00

FILED BY: J:\CADD\Drawings\09-2022\Projects\09-2022\Storm Lake Library\09-2022\09-2022\Drawings\Storm Lake Library_09-2022_09-2022.rvt
DATE: 06/17/2022 10:00 AM

- GP GENERAL PARAMETERS
GP1 STRUCTURAL DRAWINGS ARE A PORTION OF THE CONTRACT DOCUMENTS AND ARE INTENDED TO BE USED WITH ARCHITECTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE REQUIREMENTS FROM THESE DRAWINGS INTO THEIR SHOP DRAWINGS AND WORK.
GP2 VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO FABRICATION OF ANY ITEMS.
GP3 DRAWINGS SHALL BE COORDINATED WITH ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR ADDITIONAL OPENINGS, ELECTRICAL COMPONENTS, FLOOR DEPRESSIONS, ETC. NOT SHOWN ON DRAWINGS. COORDINATE LOCATION, SIZE AND REINFORCEMENT OF ALL OPENINGS WITH RESPECTIVE TRADES BEFORE FABRICATION. REPORT ANY DISCREPANCIES AND/OR INTERFERENCE PROBLEMS TO THE ARCHITECT AND STRUCTURAL ENGINEER OF RECORD.
GP4 THESE GENERAL NOTES SUPPLEMENT THE PROJECT SPECIFICATIONS. REFER TO THE PROJECT SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS. NOTES AND DETAILS ON THE STRUCTURAL DRAWINGS SHALL TAKE PRECEDENCE OVER THE GENERAL NOTES AND TYPICAL DETAILS, WHERE NO DETAILS ARE PROVIDED. CONSTRUCTION SHALL BE AS SHOWN FOR SIMILAR WORK.
GP5 AS USED IN GENERAL NOTES AND THROUGHOUT STRUCTURAL DRAWINGS, THE TERM "CONTRACTOR" IS DERIVED TO INCLUDE ANY OR ALL OF THE FOLLOWING: GENERAL CONTRACTOR AND THEIR SUBCONTRACTORS; CONSTRUCTION MANAGER AND THEIR SUBCONTRACTORS; FABRICATORS, INSTALLERS, DELEGATED DESIGNERS, ENGINEERS AND ERECTORS.

- SF STEEL FRAMING NOTES
SF1 STEEL FRAMING WORK SHALL COMPLY WITH CHAPTER 22 OF THE IBC.
SF2 STEEL FRAMING MATERIALS:
SF2.1 CHANNELS, ANGLES, BARS FY=36,000 PSI ASTM A36
SF2.2 PLATES FY=36,000 PSI ASTM A36
SF2.3 WELDING ELECTRODES E70XX
SF3 STEEL ERECTION SHALL COMPLY WITH ALL OHIA, STATE, LOCAL, AND INDUSTRY STANDARD REGULATIONS. IN ADDITION, AT THE END OF THE WORK DAY, ALL COLUMNS MUST BE FRAMED WITH BEAMS AND/OR GIRDERS IN TWO DIRECTIONS, OR ADEQUATELY GUYED OR BRACED IN BOTH DIRECTIONS. TEMPORARY GUYING/BRACING IS THE RESPONSIBILITY OF THE ERECTOR (DESIGN AND INSTALLATION).
SF4 DESIGN, FABRICATION, AND ERECTION SHALL BE IN ACCORDANCE WITH THE AISC STEEL CONSTRUCTION MANUAL, AISC 360-16 INCLUDING COMMENTARY, AND THE AISC 363-16.
SF5 ALL BOLTS FOR STEEL CONNECTIONS TO BE INSTALLED PER AISC 360 AND RCSC.
SF5.1 ALL BOLTS TO BE ASTM A325-N U.N.O.
SF5.2 BOLTS USED IN STEEL JOIST CONSTRUCTION MAY BE ASTM A307
SF5.3 ALL BOLTS SHALL BE INSTALLED SNUG-TIGHT U.N.O.
SF5.4 ALL BOLTS IN BRACED FRAME CONNECTIONS TO BE PRETENSIONED U.N.O.
SF6 WELDING SHALL CONFORM TO THE AWS CODES FOR ARC AND GAS WELDING IN BUILDING CONSTRUCTION. WELDING SHALL BE PERFORMED IN ACCORDANCE WITH A WELDED PROCEDURE SPECIFICATION (WPS) AS REQUIRED IN AWS D1.1 AND APPROVED BY THE STRUCTURAL ENGINEER. THE WPS VARIABLES SHALL BE WITHIN THE PARAMETERS ESTABLISHED BY THE FILLER-METAL MANUFACTURER.
SF7 WELDS SHALL BE MADE USING E70XX ELECTRODES AND SHALL BE 3/16" MINIMUM U.N.O. ALL WELDING FOR STRUCTURAL STEEL CONNECTIONS TO BE PERFORMED BY CERTIFIED WELDERS IN ACCORDANCE WITH AWS D1.1.
SF8 ALL STEEL BEAMS, COLUMNS AND BRACING SHALL RECEIVE A SINGLE COAT OF SHOP APPLIED PRIMER, WITH THE FOLLOWING EXCEPTIONS:
SF10.1 TOP FLANGE OF BEAMS RECEIVING HEADED STUDS SHALL NOT BE PRIMED.
SF10.2 GALVANIZED BEAMS SHALL NOT BE PRIMED.
SF10.3 STEEL THAT IS TO RECEIVE SPRAY-APPLIED FIREPROOFING (SEE ARCH. FOR LOCATIONS) SHALL NOT BE PRIMED OR SHALL BE PRIMED IN ACCORDANCE w/ ASTM E798 AND UL 203.
SF9 HOT-DIP GALVANIZE STEEL FOR THE FOLLOWING CONDITIONS:
SF11.1 STEEL ELEMENTS PERMANENTLY EXPOSED TO WEATHER.
SF11.2 STEEL ELEMENTS LOCATED IN UNCONDITIONED SPACES.
SF11.3 STEEL ELEMENTS LOCATED OUTSIDE THE BUILDING THERMAL ENVELOPE.
SF11.4 STEEL ELEMENTS LOCATED IN AREAS WITH HIGH HUMIDITY.
SF11.5 ALL UNTEL ASSEMBLIES LOCATED IN EXTERIOR WALLS.
SF11.6 WHERE RECES REQUIRING GALVANIZATION ARE PART OF A LARGER ASSEMBLY, THE HOT-DIPPING PROCESS IS TO OCCUR AFTER COMPLETE FABRICATION OF THE ASSEMBLY.

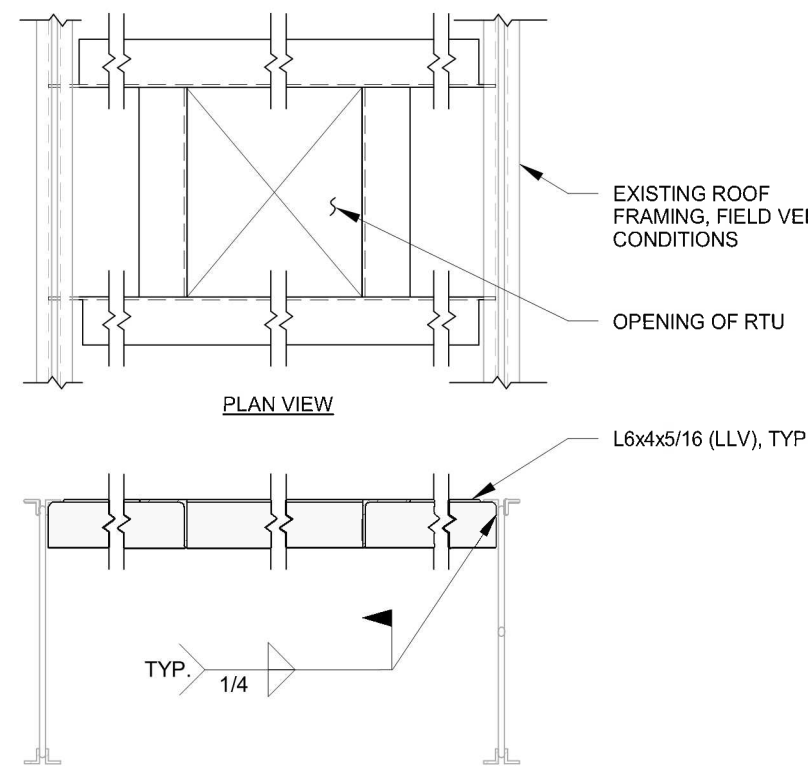
TYPICAL STRUCTURAL ABBREVIATIONS	
(PERIODS w/ ABBREVIATIONS MAY BE OMITTED WITHOUT CHANGING MEANING)	
A	AND
@	ANCHOR BOLT
A.C.I.	AMERICAN CONCRETE INSTITUTE
A.E.S.S.	ARCHITECTURALLY EXPOSED
A.I.S.C.	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
A.S.T.M.	AMERICAN SOCIETY FOR TESTING AND MATERIALS
ADD.	ADDITIONAL
ADOT.	ADDITIONAL
ALT.	ALTERNATE
ARCH.	ARCHITECTURAL
B.P.	BASE PLATE
B.	BUILDING
BLDG.	BUILDING
BRG.	BEARING
C.I.P.	CAST IN PLACE
C.J.	CONSTRUCTION JOINT
C.M.U.	CONCRETE MASONRY UNIT
C.P.	COMPLETE PENETRATION
CL.	CENTERLINE
CL.	CLEAR
CL.	CLEAR
CONC.	CONCRETE
CONN.	CONNECTION
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
CONTR.	CONTRACTOR
D.B.A.	DEFORMED BAR ANCHOR
D.L.	DEAD LOAD
DET.	DETAIL
DIA. or Ø	DIAMETER
DAG.	DIAGONAL
DM.	DIMENSION
DN.	DOWN
DWGS.	DRAWINGS
E.F.	EACH FACE
E.J.	EXPANSION JOINT
E.W.	EACH WAY
EA.	EACH
EL.	ELEVATION
ELEC.	ELECTRICAL
EQ.	EQUAL
EXT.	EXTERIOR
F.S.	FINISH
FN.	FOUNDATION
FNDR.	FOUNDATION
FT.	FOOT/FEET
GA.	GAGE
GALV.	GALVANIZED
GC.	GENERAL CONTRACTOR
H.P.	HIGH POINT
HORIZ.	HORIZONTAL
HT.	HEIGHT
I.B.C.	INTERNATIONAL BUILDING CODE
IN.	INCH/INCHES
INT.	INTERIOR
K or k	KIP
L	ANGLE
AT	LIVE LOAD
L.L.	LONG LEG HORIZONTAL
L.V.	LONG LEG VERTICAL
L.P.	LOW POINT
L.S.	LONG SIDE HORIZONTAL
L.S.V.	LONG SIDE VERTICAL
L.O.	LONGITUDINAL
L.T.	LONGITUDINAL
L.T. GA.	LONGITUDINAL
M.E.P.	MECHANICAL, ELECTRICAL, PLUMBING
M.S.J.C.	MASONRY STANDARDS JOINT COMMITTEE
MAX.	MAXIMUM
MECH.	MECHANICAL
MFR.	MANUFACTURER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
MTL.	METAL
N.D.S.	NATIONAL DESIGN SPECIFICATION
N.I.C.	NOT IN CONTRACT
N.S.	NEAR SIDE
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.S.H.A.	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
O.W.J.	OPEN WEB JOIST
OPNG.	OPENING
OPP.	OPPOSITE
P.C.I.	PRECAST/PRESTRESSED CONCRETE INSTITUTE
P.P.	PARTIAL PENETRATION
P.S.I.	POUNDS PER SQUARE INCH
P.S.F.	POUNDS PER SQUARE FOOT
P.C.F.	POUNDS PER CUBIC FOOT
PL.	PLATE
PLBG.	PLUMBING
QTY.	QUANTITY
R w R.	RADIUS
REF.	REFERENCE
REIN.	REINFORCING
REQ'D.	REQUIRED
REV.	REVISION
RNE	RAKER RHODES ENGINEERING
S.D.I.	STEEL DECK INSTITUTE
S.J.I.	STEEL JOIST INSTITUTE
S.O.G.	SLAB ON GROUND
SCHED.	SCHEDULE
SIM.	SIMILAR
SPA.	SPACING/SPACES
SPECS.	SPECIFICATIONS
STD.	STANDARD
STRUC.	STRUCTURAL
T.	TOP OF
TYP.	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE
VERT.	VERTICAL
V.I.F.	VERIFY IN FIELD (FIELD VERIFY)
w	WITH
w/o	WITHOUT
W.F.	WIDE FLANGE
W.P.	WORKPOINT
W.W.F.	WELDED WIRE FABRIC



ROOF FRAMING PLAN

1/8" = 1'-0"

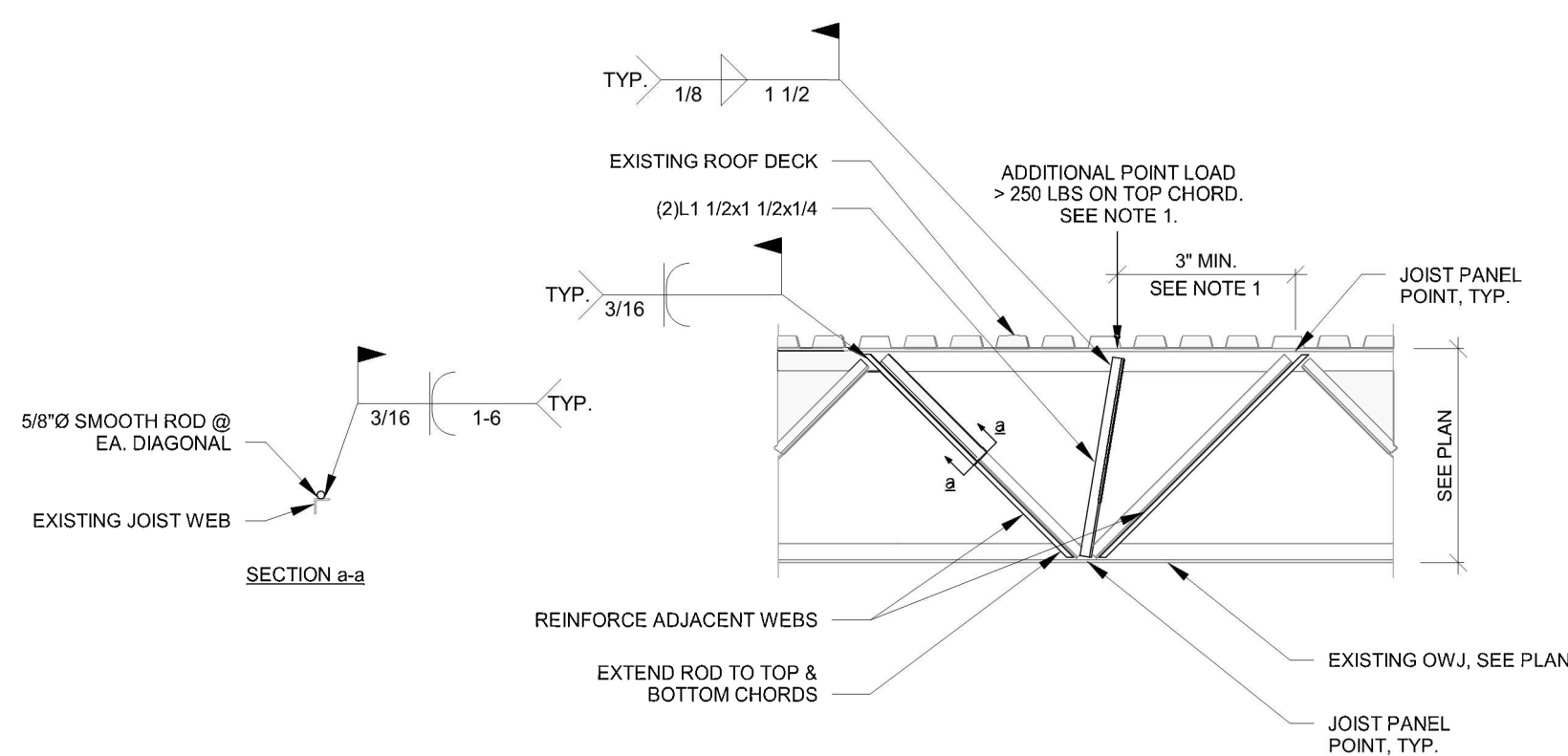
- PLAN NOTES:
1. MECHANICAL UNIT WEIGHTS AND LOCATIONS SHOWN ON PLAN ARE BASIS OF DESIGN. NOTIFY EOR IF FINAL UNITS OFFER
2. CONTRACTOR TO FIELD VERIFY RELEVANT EXISTING INFORMATION, INCLUDING CONDITIONS AND FRAMING
3. CONTRACTOR TO VERIFY STEEL JOISTS DO NOT SUPPORT OTHER MECHANICAL SYSTEMS
4. ALL ANGLE FRAME LOCATIONS TO BE COORDINATED w/ M.E.P.
5. ANY EXISTING JOIST BRIDGING TO BE REMOVED MUST BE DONE ACCORDING TO 3/18/01



- NOTES:
1. SEE GENERAL STRUCTURAL NOTES FOR DECK WELDS TO ANGLES.
2. CONTRACTOR IS RESPONSIBLE TO COORDINATE LOCATION OF OPENINGS w/ MEP AND ARCH DRAWINGS (NOT ALL LOCATIONS ARE SHOWN ON STRUCTURAL DRAWINGS).

1 ROOF ANGLE FRAME @ EXISTING

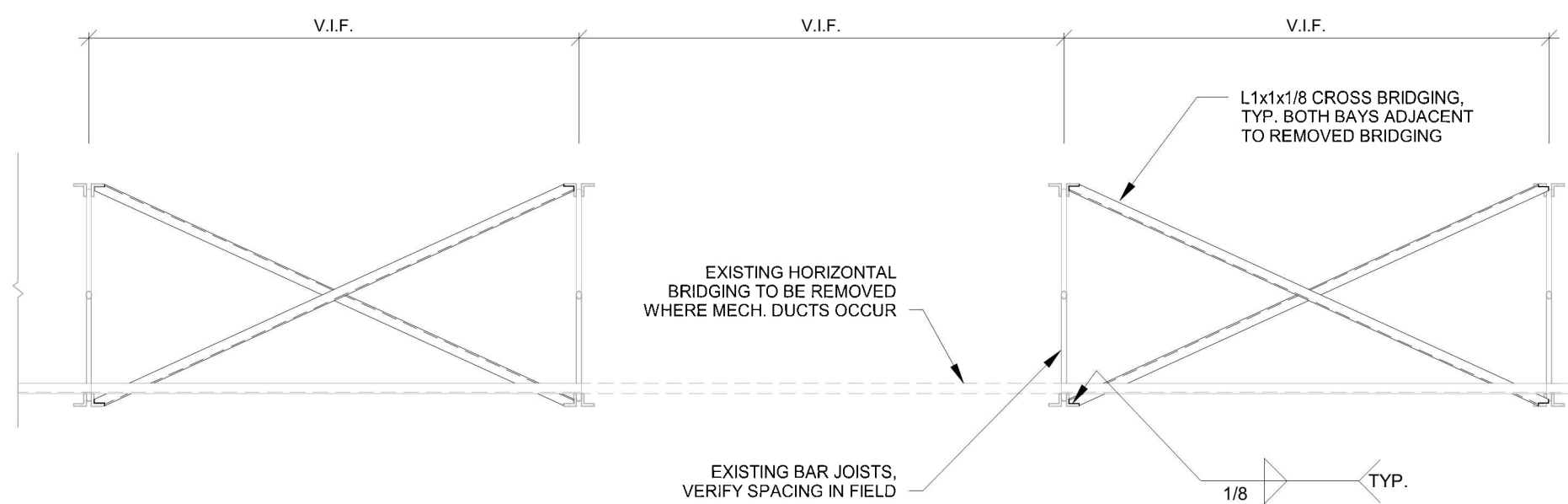
3/4" = 1'-0"



- NOTES:
1. ADDITIONAL ANGLE STRUTS SHOWN SHALL BE PROVIDED @ ALL POINT LOADS GREATER THAN 250 LBS. OCCURRING @ A LOCATION GREATER THAN 3' AWAY FROM JOIST PANEL POINT.
2. CONTRACTOR TO FIELD VERIFY REQ'D LOCATIONS WITH FINAL WEB LAYOUT.

2 TYP. POINT LOAD @ OWJ

1/2" = 1'-0"



- NOTES:
1. INSTALL L1x1x1/8 CROSS BRIDGING BEFORE REMOVING HORIZONTAL BRIDGING FOR DUCT WORK
2. EXISTING ROOF DECK NOT SHOWN
3. CONTRACTOR TO REFER TO MEP DRAWINGS FOR LOCATION

3 EXISTING JOIST BRIDGING

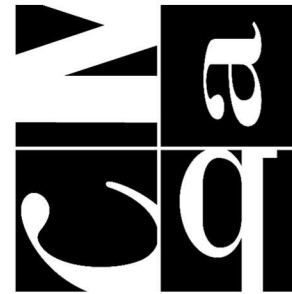
3/4" = 1'-0"

REVISIONS

NO.	DESCRIPTION	DATE
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RAKER RHODES
Engineering

Des Moines, IA
Storm Lake, IA
Fort Collins, CO

DATE:
6/17/2022
PROJECT
RRE22151

STRUCTURAL DRAWINGS

STORM LAKE PUBLIC LIBRARY RENOVATION
CITY OF STORM LAKE
STORM LAKE, IA

SHEET

50.01

STORM LAKE PUBLIC LIBRARY RENOVATION



SHEET INDEX

ME000	MECHANICAL ELECTRICAL COVER SHEET
ME100	ME ROOF PLAN
ME101	MECHANICAL DEMOLITION PLAN
M101	MECHANICAL PLAN
M201	MEZZANINE PLAN
M202	MECHANICAL MEZZANINE PIPING PLAN
MS01	MECHANICAL SCHEDULES AND DETAILS
E101	ELECTRICAL POWER PLAN

PROJECT MANAGER

DEREK BOND
DEREK@MODIUS-ENG.COM
515.829.4167

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HSTEVENS@MODIUS-ENG.COM
515.412.5308

ELECTRICAL ENGINEER

ERIK FRANCOIS
ERIK@MODIUS-ENG.COM
515.412.5316

MECHANICAL SYMBOLS LIST

NOTE: NOT ALL SYMBOLS SHOWN MAY BE REQUIRED FOR THIS PROJECT

SHEET METAL

	SQUARE CEILING DIFFUSER WITH ROUND NECK
	SQUARE CEILING RETURN AIR GRILLE
	SQUARE CEILING EXHAUST OR RELIEF AIR GRILLE
	LINEAR SLOT DIFFUSER
	FLOOR REGISTER OR GRILLE
	SIDEWALL REGISTER OR GRILLE
	FLEX DUCT WITH SIZE
	DUCT SIZE: HORIZONTAL WIDTH x VERTICAL HEIGHT (NET OUTSIDE SHEET METAL DIMENSION)
	RECTANGULAR ELBOW WITH TURNING VANES
	CONCENTRIC DUCT REDUCER
	ECCENTRIC DUCT REDUCER
	EXISTING DUCTWORK TO BE REMOVED
	EXISTING DUCTWORK TO REMAIN
	SUPPLY AIR DUCT SECTION UP OR TOWARDS
	RETURN AIR DUCT SECTION UP OR TOWARDS
	EXHAUST AIR DUCT SECTION UP OR TOWARDS
	OUTSIDE AIR DUCT SECTION UP OR TOWARDS
	SUPPLY AIR DUCT SECTION DOWN OR AWAY
	RETURN AIR DUCT SECTION DOWN OR AWAY
	EXHAUST AIR DUCT SECTION DOWN OR AWAY
	OUTSIDE AIR DUCT SECTION DOWN OR AWAY
	DIRECTIONAL FLOW ARROW
	HORIZONTAL DAMPER
	FD = FIRE SMOKE DAMPER, FO = FIRE DAMPER, SD = SMOKE DAMPER
	CD = CONTROL DAMPER
	VOLUME CONTROL DAMPER
	GRILLE/DIFFUSER TAG WITH TYPE, NUMBER, AND QTY QUANTITY S = SUPPLY, R = RETURN, E = EXHAUST
	GRILLE/DIFFUSER TAG WITH TYPE, NUMBER, AND QTY QUANTITY S = SUPPLY, R = RETURN, E = EXHAUST
	VARIABLE AIR VOLUME (VAV) BOX WITH TYPE NUMBER
	VAV 7
	THERMOSTAT
	HUMIDISTAT
	DUCT KNEE
	DUCT DROP
	FLEXIBLE DUCT CONNECTOR
	CONED TAKEOFF WITH DAMPER
	AUTOMATIC MOTORIZED CONTROL DAMPER

MISCELLANEOUS

	EXISTING LINE TO REMAIN
	EXISTING LINE TO BE REMOVED
	POINT OF NEW CONNECTION
	EXISTING TO REMAIN
	EXISTING TO BE REMOVED
	EXISTING TO BE RELOCATED

PLUMBING

	DOMESTIC COLD WATER LINE - CW
	DOMESTIC HOT WATER LINE - HW
	DOMESTIC HOT WATER CIRCULATING LINE - HWC
	TOWFORD WATER LINE
	SOFT COLD WATER LINE
	SOFT HOT WATER LINE
	SANITARY SEWER LINE
	GREASE SANITARY SEWER LINE
	STORM SEWER LINE
	STORM SEWER OVERFLOW LINE
	ADD WASTE LINE BELOW FLOOR SLAB
	PLUMBING VENT LINE
	ADD PLUMBING VENT LINE
	CONDENSATE DRAIN LINE
	NATURAL GAS LINE
	LIQUIFIED PETROLEUM GAS LINE
	REFRIGERANT LIQUID LINE
	REFRIGERANT SUCTION LINE
	REFRIGERANT HOT GAS BYPASS LINE
	PURIFIED DISCHARGE LINE
	WELL WATER LINE
	CLEANOUT IN FLOOR
	CLEANOUT AT OR ABOVE CEILING
	CLEANOUT IN WALL
	SHOWERHEAD
	FLOOR DRAIN
	ROOF DRAIN
	C.O.
	C.O.

PIPING SPECIALTIES

	PIPE SOCK
	PIPE DROP
	UNION
	PIPE CAP
	BACKFLOW PREVENTER
	FLEXIBLE PIPE CONNECTOR
	FLOAT & THERMOSTATIC TRAP
	THERMOSTATIC TRAP
	STRAINER
	STRAINER W/DRAIN VALVE
	AIR VENT
	PRESSURE GAUGE
	EXPANSION JOINT
	GLOBE VALVE
	BUTTERFLY VALVE
	BALL VALVE
	LIBRATOR PLUG VALVE
	GATE VALVE
	3-WAY CONTROL VALVE
	2-WAY CONTROL VALVE
	CALIBRATED BALANCE VALVE
	SWING CHECK VALVE
	BALANCING VALVE
	HOSE BIBB
	WALL HYDRANT
	THERMOMETER
	TEMPERATURE WELL
	PTT PORT
	CABLE STOP
	SPRINKLER POST INDICATOR VALVE
	PV

FIRE EXTINGUISHING SYSTEM

	SPRINKLER LINE
	DRY TYPE SPRINKLER LINE
	DRY SPRINKLER HEAD
	WET SPRINKLER HEAD
	SIDE MOUNT SPRINKLER HEAD
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	FLOW SWITCH
	SPRINKLER LINE TAMPER SWITCH

HYDRONIC PIPING

	PURIFIED CONDENSATE RETURN LINE
	HEATING HOT WATER SUPPLY LINE
	HEATING HOT WATER RETURN LINE

ELECTRICAL SYMBOLS LIST

NOTE: NOT ALL SYMBOLS SHOWN MAY BE REQUIRED FOR THIS PROJECT

WIRING DEVICES

	DUPLEX WALL RECEPTACLE
	DUPLEX WALL RECEPTACLE ABOVE COUNTER BACKSPASH OR AS INDICATED
	TELEPHONE OUTLET ABOVE COUNTER BACKSPASH
	TELEPHONE OUTLET FOR WALL MOUNTED TELEPHONE
	DATA OUTLET IN WALL W/ # OF BACS
	DATA OUTLET ABOVE COUNTER BACKSPASH
	DATA OUTLET IN CEILING
	WIRELESS ACCESS POINT
	COMBINATION PHONE/DATA OUTLET IN WALL
	TELEVISION OUTLET IN WALL
	TELEVISION OUTLET IN CEILING
	WALL HORN INDICATOR
	CEILING SPEAKER
	INTERIOR PUSH BUTTON
	AUDIO VISUAL OUTLET IN WALL
	AUDIO VISUAL OUTLET IN FLOOR
	CLOCK LOCATION
	CLOCK LOCATION - DOUBLE FACE

WIREHOLD/PLUMBOLD WENTRANCE FITTING AS SPECIFIED AND RECEPTABLES & DEVICES AS INDICATED

	DUPLEX WALL RECEPTACLE FOR 208V, VERIFY POWER NEEDS
	HAND DRYER (BY OTHERS)
	AUTOMATIC FAUCET/VALVE
	EMERGENCY PUSH BUTTON (GENERATORS/GENERATORS)
	ADA PUSH BUTTON (BY OTHERS)

EQUIPMENT WIRING

	DISCONNECTING MEANS
	WEATHERPROOF DISCONNECTING MEANS
	FUSED DISCONNECTING MEANS
	MOTOR STARTER SWITCH WITH RED RUN PILOT LIGHT
	VARIABLE FREQUENCY DRIVE W/INTEGRAL DISCONNECT

SWITCHES - LOW VOLTAGE (DIGITAL)

REFER TO LIGHTING SEQUENCE OF OPERATION FOR ADDITIONAL INFORMATION

	WALL SWITCH/STATION
	OCCUPANCY SENSOR WALL SWITCH
	CEILING MOUNT OCCUPANCY SENSOR
	DAYLIGHT PHOTOSENSOR
	EXTERIOR PHOTOCELL

SWITCHES - LINE VOLTAGE (120/277V)

REFER TO LIGHTING SEQUENCE OF OPERATION FOR ADDITIONAL INFORMATION

	SINGLE POLE
	DIMMING SWITCH
	3-WAY SWITCH
	4-WAY SWITCH
	SINGLE POLE KEYED SWITCH
	3-WAY KEYED SWITCH
	PILOT LIGHT SWITCH
	MOMENTARY LIGHT SWITCH
	OCCUPANCY SENSOR WALL SWITCH
	CEILING MOUNT OCCUPANCY SENSOR

DISTRIBUTION

	SURFACE-MOUNT PANEL
	FLUSH-MOUNT PANEL
	TRANSFORMER
	C/T CABINET
	METER

COMMUNICATIONS SYSTEMS

	TELEPHONE OUTLET IN WALL
	TELEPHONE OUTLET ABOVE COUNTER BACKSPASH
	TELEPHONE OUTLET FOR WALL MOUNTED TELEPHONE
	DATA OUTLET IN WALL W/ # OF BACS
	DATA OUTLET ABOVE COUNTER BACKSPASH
	DATA OUTLET IN CEILING
	WIRELESS ACCESS POINT
	COMBINATION PHONE/DATA OUTLET IN WALL
	TELEVISION OUTLET IN WALL
	TELEVISION OUTLET IN CEILING
	WALL HORN INDICATOR
	CEILING SPEAKER
	INTERIOR PUSH BUTTON
	AUDIO VISUAL OUTLET IN WALL
	AUDIO VISUAL OUTLET IN FLOOR
	CLOCK LOCATION
	CLOCK LOCATION - DOUBLE FACE

FIRE ALARM & DETECTION

	DUCT SMOKE DETECTOR
	SMOKE DETECTOR - CEILING MOUNTED
	SMOKE DETECTOR WITH SOUNDER BASE
	COMBINATION SMOKE/CO DETECTOR
	HEAT DETECTOR - RATE OF RISE
	HEAT DETECTOR - FIXED TEMPERATURE
	FIRE ALARM PULL STATION
	FIRE ALARM HORN/STROBE - WALL MOUNTED
	FIRE ALARM HORN/STROBE - CEILING MOUNTED
	FIRE ALARM SPEAKER - WALL MOUNTED
	FIRE ALARM SPEAKER - CEILING MOUNTED
	FIRE ALARM SPEAKER/STROBE - WALL MOUNTED
	FIRE ALARM SPEAKER/STROBE - CEILING MOUNTED
	FIRE ALARM STROBE LIGHT - WALL MOUNTED
	FIRE ALARM STROBE LIGHT - CEILING MOUNTED
	FIRE ALARM RELAY
	FIRE ALARM HOLD-OPEN CONNECTION
	FIRE ALARM CONNECTION
	SPRINKLER TAMPER SWITCH MONITORING
	SPRINKLER FLOW SWITCH MONITORING
	POST INDICATOR VALVE MONITORING
	FIRE ALARM CONTROL PANEL
	FIRE ALARM ANNUNCIATOR PANEL
	EMERGENCY CONTROL BOX
	VOICE EVACUATION AND MESSAGING

LUMINAIRES

	2x4 RECESSED TROFFER FIXTURE W/TYPE NUMBER
	2x2 RECESSED TROFFER FIXTURE W/TYPE NUMBER
	RECESSED LINEAR FIXTURE W/TYPE NUMBER
	2x4 SURFACE MOUNT TROFFER FIXTURE W/TYPE NUMBER
	2x4 SURFACE MOUNT TROFFER FIXTURE W/TYPE NUMBER
	SURFACE MOUNT LINEAR FIXTURE W/TYPE NUMBER
	WALL MOUNT LINEAR FIXTURE W/TYPE NUMBER
	SURFACE/CEILING MOUNT STRIP FIXTURE W/TYPE NUMBER
	SUSPENDED MOUNT STRIP FIXTURE W/TYPE NUMBER
	COVE LIGHT FIXTURE W/TYPE NUMBER
	SURFACE MOUNT FIXTURE W/TYPE NUMBER
	RECESSED DOWNLIGHT FIXTURE W/TYPE NUMBER
	RECESSED MOUNT FIXTURE W/TYPE NUMBER
	WALL MOUNT FIXTURE W/TYPE NUMBER
	TRACK GROUND FIXTURE W/TYPE NUMBER
	POLE MOUNT FIXTURE W/TYPE NUMBER
	GROUND MOUNT FLOOD LIGHT FIXTURE W/TYPE NUMBER
	TRACK UPLIGHT FIXTURE W/TYPE NUMBER

EXIT & EMERGENCY

	SINGLE FACE CEILING MOUNTED EXIT SIGN W/ILLUMINATED FACE AND DIRECTION
	DOUBLE FACE CEILING MOUNTED EXIT SIGN W/ILLUMINATED FACES AND DIRECTION INDICATED
	WALL MOUNTED EXIT SIGN W/ILLUMINATED FACES AND DIRECTION INDICATED
	EDGE MOUNTED EXIT SIGN W/ILLUMINATED FACES AND DIRECTION INDICATED
	EMERGENCY BATTERY PACK
	ROUND CEILING MOUNT EMERGENCY LIGHT FIXTURE W/TYPE AND CIRCUIT INDICATED ON PLANS (FULL SHADE)
	RECTANGULAR CEILING MOUNT EMERGENCY LIGHT FIXTURE W/TYPE AND CIRCUIT INDICATED ON PLANS (FULL SHADE)

ACCESS CONTROL

	DOOR CONTACT
	PROXIMITY CARD READER
	HALLION MOUNT CARD READER
	KEYPAD
	PUSH-BUTTON (REQUEST TO EXIT)
	PANIC/EJECT BUTTON
	REQUEST TO EXIT (WALL OR CEILING MOUNTED)
	SECURITY CAMERA



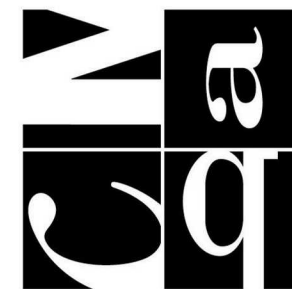
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DATE: 06.17.2022
PROJECT: 21-128

MECHANICAL ELECTRICAL COVER SHEET

STORM LAKE PUBLIC LIBRARY RENOVATION

609 CAYUGA ST, STORM LAKE, IA, 50588

SHEET
ME000

- A. DEMOLITION DRAWINGS ARE BASED ON EXISTING AVAILABLE DRAWINGS AND CASUAL FIELD OBSERVATION. MECHANICAL AND ELECTRICAL CONTRACTORS MUST VERIFY THE SITE AND INCLUDE ALL REQUIRED DEMOLITION IN THE BID.
- B. REFER TO SPECIFICATIONS AND OTHER SHEETS FOR ADDITIONAL DEMOLITION REQUIREMENTS.
- C. REMOVE ALL ELECTRICAL CONNECTIONS, WIRING, AND CONDUIT SERVING ALL MECHANICAL EQUIPMENT TO BE REMOVED.
- D. MAINTAIN FIRE RATINGS OF AFFECTED WALLS AND FLOORS.
- E. EXISTING MECHANICAL AND ELECTRICAL SYSTEMS LOCATED IN WALLS AND CEILING NOT BEING REUSED OR REUSED FOR NEW SYSTEMS MAY BE ABANDONED IN PLACE. CAP AT MAINS OR IN A CONCEALED LOCATION IF REQUIRED.
- F. REFER TO ARCHITECTURAL DRAWINGS FOR DETAILS ON FLOOR CUTTING AND REMOVAL. CONTRACTOR SHALL COORDINATE WORK TO BE CONSISTENT WITH SCOPE OF GENERAL CONTRACTOR'S DEMOLITION.

D1.	REMOVE EXISTING ROOF MOUNTED SLO AIR COOLED CONDENSING UNIT (ACCU). REMOVE DX PIPING BETWEEN ACCU AND EXISTING PLATE COIL CONDENSING UNIT. MECHANICAL MEZZARDINE DISCONNECT AND REMOVE ALL ASSOCIATED PUMP, CONDUITS, WIRING. REMOVE EXISTING STRUCTURAL STEEL SUPPORT BELOW EACH WALL AND ALL WALL AND ROOF PENETRATIONS. PATCH ALL WALL AND ROOF PENETRATIONS. SEAL WATERIGHT.
D2.	REMOVE EXISTING ROOF MOUNTED DT AIR COOLED CONDENSING UNIT (ACCU). REMOVE DX PIPING BETWEEN ACCU AND EXISTING PLATE COIL. IN MECHANICAL MEZZARDINE DISCONNECT AND REMOVE ALL ASSOCIATED PUMP, CONDUITS, WIRING. REMOVE STEEL SUPPORT BELOW ACCU. PATCH ALL WALL AND ROOF PENETRATIONS. SEAL WATERIGHT.
D3.	DISCONNECT EXISTING CIRCUIT ASSOCIATED WITH ACCU THAT SHALL BE REMOVED. EXISTING ELECTRICAL DISCONNECT AND CONDUCTORS ASSOCIATED WITH MECHANICAL MEZZARDINE SHALL BE REMOVED. EXISTING ELECTRICAL DISCONNECT AND CONDUCTORS SHALL BE REMOVED BACK TO ELECTRICAL PANEL SERVING CIRCUIT. EXISTING BRACKET SHALL REMAIN IN PLACE. EXISTING MECHANICAL SHALL BE REUSED FOR CONNECTION TO NEW EQUIPMENT WHERE DEEMED TO BE IN GOOD CONDITION AND MEETS CURRENT REQUIREMENTS.
D4.	DISCONNECT EXISTING CIRCUIT ASSOCIATED WITH ACCU THAT SHALL BE REMOVED. EXISTING ELECTRICAL DISCONNECT, CONDUCTORS, AND CABLE ASSOCIATED WITH MECHANICAL MEZZARDINE SHALL BE REMOVED. EXISTING ELECTRICAL DISCONNECT AND CONDUCTORS SHALL BE REMOVED BACK TO ELECTRICAL PANEL SERVING CIRCUIT. EXISTING BRACKET SHALL REMAIN AS SPARE.
D5.	REMOVE AND RELOCATE EXISTING 4" VTR TO BE A MINIMUM 15 FT FROM EXISTING INFRAE. REMOVE EXISTING MECHANICAL MEZZARDINE. REFER TO ARCHITECTURAL DRAWINGS AND SPECIFICATIONS.

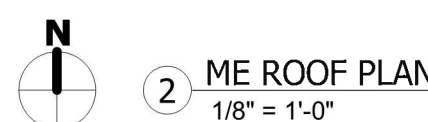
- A. LAYOUT AND ROUTING SHOWN IS DIAGRAMMATIC AND SCHEMATIC IN NATURE. NOT ALL OFFSETS MAY BE SHOWN. CONTRACTOR SHALL PROVIDE THE ROUTING AND PIPING FOR ALL EQUIPMENT, OFFSETS AND TRANSITIONS. CONTRACTOR TO VERIFY AND COORDINATE PLACEMENT OF ALL EQUIPMENT, OFFSETS PRIOR TO INSTALLATION.
- B. COORDINATE DUCT AND PIPE ROUTING WITH STRUCTURAL AND ALL TRADES.
- C. COORDINATE DUCT AND PIPE ROUTING IN LOCATIONS WITH EXISTING CONDITIONS. FIELD VERIFY EXISTING CONDITIONS PRIOR TO ROUGH-IN.
- D. ALL DISCONNECTS ON MECHANICAL EQUIPMENT SHALL BE MOUNTED ON STRUCTURE TO ALLOW REMOVAL OF THE EQUIPMENT FOR MAINTENANCE WITH A MINIMUM OF WIRING WORK. VERIFY NECESSARY REQUIREMENTS.
- E. MAINTAIN SERVICE AND OPERATIONAL CLEARANCE AROUND AND ABOVE ALL NEW AND EXISTING MECHANICAL & ELECTRICAL EQUIPMENT. DO NOT OVERTOP, OVERHANG, OR INTERFERE WITH EXISTING OR MANUFACTURER'S CLEARANCE SPACE. DO NOT INSTALL EQUIPMENT OR EQUIPMENT SCREENING IN CLEARANCE SPACE.
- F. ALL RECEPTACLE CIRCUITS SHALL HAVE DEDICATED NEUTRALS.
- G. CONTRACTOR SHALL INSTALL ALL FRESH AIR INTAKES A MINIMUM OF 15 FEET FROM ALL EXHAUST AND PUMBINING VENTS. OFFSET PIPING AS NECESSARY.
- H. CONTRACTOR SHALL FIELD VERIFY ACTUAL ROUTING FOR REFRIGERANT PIPING. SEE PIPING PER MANUFACTURER'S RECOMMENDATIONS.
- I. ALL ROOF EQUIPMENT THAT REQUIRES SERVICE SHALL BE INSTALLED A MINIMUM OF 10 FEET FROM ALL EXHAUST AND PUMBINING VENTS. DIFFERENCE GREATER THAN 30 INCHES OR AS REQUIRED BY STATE AND LOCAL CODE. PROVIDE GUARDRAILS AND FALL PROTECTION AT ANY ELEVATION 10 FEET OR MORE.

1. EXTEND EXISTING RACEWAY TO NEW R1-U1 LOCATION. INTERIOR CONDUIT MAY BE REQUIRED WHERE DESIRED TO BE IN GOOD CONDITION. ELECTRICAL CONTRACTOR SHALL PROVIDE NEW CONDUCTORS AS REQUIRED TO MAKE NEW UNIT.
2. HVAC UNIT ABOVE 2000 CMF. MANUFACTURER SHALL PROVIDE DUCT SMOKE DETECTION ON THE SUPPLY AND RETURN SIDE OF THIS UNIT. CONNECT EACH DUCT SMOKE DETECTOR TO A FAN SHUTDOWN RELAY THROUGH A PROGRAMMABLE LOGIC CONTROLLER SEQUENCE WITH MECHANICAL CONTRACTOR. FOLLOW NFPA 72 AND MANUFACTURER RECOMMENDATIONS FOR INSTALLATION.
3. CONNECT DEVICES TO NEAREST 120V RECEPTACLE CIRCUIT WITH AVAILABLE CAPACITY.
4. RELOCATE EXISTING 4" VTR TO BE A MINIMUM 15 FT FROM THE R1-U1 STAGGATE AND RATCH RATCH TO MATCH EXISTING. REFER TO ARCHITECTURAL DRAWINGS AND SPECIFICATIONS.
5. FIELD COORDINATE R1 LOCATION WITH UNIT DUCTWORK ORIENTATION, EXISTING LOAD BEARING WALL, AND JOISTS FOR INSTALLATION OF SUPPLY AND RETURN DUCTWORK DROPS TO MATCH EXISTING AND RATCH RATCH. RATCH RATCH WITHIN RATCH RATCH CURB. A SUPPLY PLENUM CURB IS NOT ACCEPTABLE.



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DEMO GENERAL NOTES:

- | | |
|----|--|
| A. | DEMOLITION DRAWINGS ARE BASED ON EXISTING AVAILABLE DRAWINGS AND CASUAL FIELD OBSERVATION. MECHANICAL AND ELECTRICAL DEMOLITION SHALL FIELD VERIFY THE SITE AND INCLUDE ALL REQUIRED DEMOLITION IN THE BID. |
| B. | ALL REQUIRED DEMOLITION IS NOT INDICATED. IT IS THE INTENT OF THE CONTRACTORS THAT FIELD VERIFY ALL DEMOLITION SYSTEMS (NOT TO BE RE-USED OR EXTENDED) BE REMOVED. COORDINATE WITH ARCHITECTURAL DRAWINGS. |
| C. | REFER TO SPECIFICATIONS AND OTHER SHEETS FOR ADDITIONAL DEMOLITION REQUIREMENTS. |
| D. | REMOVE ALL ELECTRICAL CONNECTIONS, WIRING, AND CONDUIT SERVING ALL MECHANICAL EQUIPMENT TO BE REMOVED. |
| E. | MAINTAIN FIRE RATINGS OF AFFECTED WALLS AND FLOORS. |
| F. | EXISTING MECHANICAL AND ELECTRICAL SYSTEMS LOCATED IN WALLS AND CEASING NOT BEING REMOVED OR REUSED FOR NEW SYSTEMS MAY BE REMOVED WITH CARE. GAP AT HAINS OR IN A CONCEALED LOCATION IF REQUIRED. |
| G. | REFER TO ARCHITECTURAL DRAWINGS FOR DETAILS ON FLOOR CUTTING AND CEILING REMOVAL. CONTRACTOR SHALL COORDINATE WORK TO BE THE SAME WITH SCOPE OF THE PROJECT. |
| H. | ALL EXTERIOR FREE-STANDING ELECTRICAL MECHANICAL DEVICES SHALL BE REMOVED UNDER BASE UNLESS OTHERWISE NOTED. PATCH OPENING TO MATCH SURROUNDING SURFACES. |
| I. | ELECTRICAL DEVICES INDICATED TO REMAIN (O) SHALL BE REPLACED WITH NEW SERVICE. EXISTING CONDUIT AND BACKBOX MAY BE REUSED WHERE IN GOOD CONDITION AND MEETS CURRENT CODES. PULL NEW WIRE AND REGROUP RECEPTACLES AS INDICATED. |
| J. | EXTEND WIRING FOR NEW FIRE NOTIFICATION AND DETECTION DEVICES TO EXISTING ALARM PANEL. |

DEMOLITION REFERENCED NOTES:

3. REMOVE EXISTING ROOF MOUNTED 50T AIR COOLED CONDENSING UNIT (ACCU), REMOVE RP PIPING BETWEEN ACCU AND EXISTING MULTIZONE AHU. REMOVE MECHANICAL WALL AND ASSOCIATED DUCTWORK, MECHANICAL MEZZANINE, REMOVE STEEL SUPPORT BELOW ACCU, PATCH ALL WALL AND ROOF PENETRATIONS TO MATCH EXISTING.
4. REMOVE EXISTING ROOF MOUNTED 50T AIR COOLED CONDENSING UNIT (ACCU), REMOVE RP PIPING BETWEEN ACCU AND EXISTING FAN COIL AND MECHANICAL MEZZANINE, REMOVE STEEL SUPPORT BELOW ACCU, PATCH ALL WALL AND ROOF PENETRATIONS TO MATCH EXISTING.
5. REMOVE EXISTING MULTIZONE AHU AND ASSOCIATED DUCTWORK, PIPING CONTROL, POWER, WIRING, AND ACCESSORIES. PUMP DOWN AND CAPTURE EXISTING REFRIGERANT. REMOVE COILS AND ASSOCIATED PIPING AND ACCESSORIES. CAP PIPING AT MAINS AT CEILING. REMOVAL OF UNIT FROM MEZZANINE WILL NEED TO BE THROUGH THE EXISTING 30X30 HATCH OR THROUGH THE NEW RTU DUCT OPENING. FIELD VERIFY DIMENSIONS TO DETERMINE REMOVAL PROCEDURE AS UNIT MAY REQUIRE CUTTING UP TO BE REMOVED.
6. REMOVE EXISTING 50T RECAPITRATING COMPRESSOR AND ASSOCIATED PIPING, POWER, WIRING, CONTROL, AND ACCESSORIES. REMOVAL OF UNIT FROM MEZZANINE WILL NEED TO BE THROUGH THE EXISTING 30X30 HATCH OR THROUGH THE NEW RTU DUCT OPENING. FIELD VERIFY DIMENSIONS TO DETERMINE REMOVAL PROCEDURE AS UNIT MAY REQUIRE CUTTING UP TO BE REMOVED.
7. REMOVE EXISTING FAN COIL UNIT AND ASSOCIATED SUPPORTS, PIPING, WIRING, POWER, CONTROLS, AND ACCESSORIES. PUMP DOWN AND CAPTURE EXISTING REFRIGERANT. REMOVAL OF UNIT FROM MEZZANINE WILL NEED TO BE THROUGH THE EXISTING 30X30 HATCH OR THROUGH THE NEW RTU DUCT OPENING. FIELD VERIFY DIMENSIONS TO DETERMINE REMOVAL PROCEDURE AS UNIT MAY REQUIRE CUTTING UP TO BE REMOVED.
8. REMOVE DUCT BEHIND 24" X 36" LOW LOUVER. LOUVER SHALL REMAIN. FLASH AND REPAIR ROOF DUCT WITH CROSS-BRIDGE SHEETMETAL PANEL, MAKE AIR-TIGHT, CAP AND INSULATE BACK OF PANEL WITH MINIMUM R13 FIBERGLASS BATT. TAPE ALL EDGES.
9. EXISTING EXIST EXHAUST FAN SHALL REMAIN.
10. PROTECT EXISTING DUCTS AT MEZZANINE WALL AND FLOOR FOR RECONNECTION TO NEW DUCTWORK.
11. REMOVE EXISTING OUTDOOR AIR DUCT. CAP INSIDE MEZZANINE WALL WITH INSULATED SHEETMETAL SEAL AIR TIGHT.
12. REMOVE EXISTING VENT PIPING BELOW ROOF FOR EXTENSION TO A NEW VENT ON ROOF. PATCH BELOW TO MATCH EXISTING, SEAL, WATER TIGHT.
13. REMOVE SUPPLY/RETURN DUCTWORK UP TO PLUMBEN ELBOWS. RETURN AIR DUCTWORK SHALL BE LEFT OPEN. PREPARE SUPPLY DUCTWORK FOR RECONNECTION TO NEW VAV DUCTWORK SYSTEM.
14. REMOVE RETURN DUCT FROM FCU INSIDE MEZZANINE AND LEAVE OPEN FOR WILD RETURN.

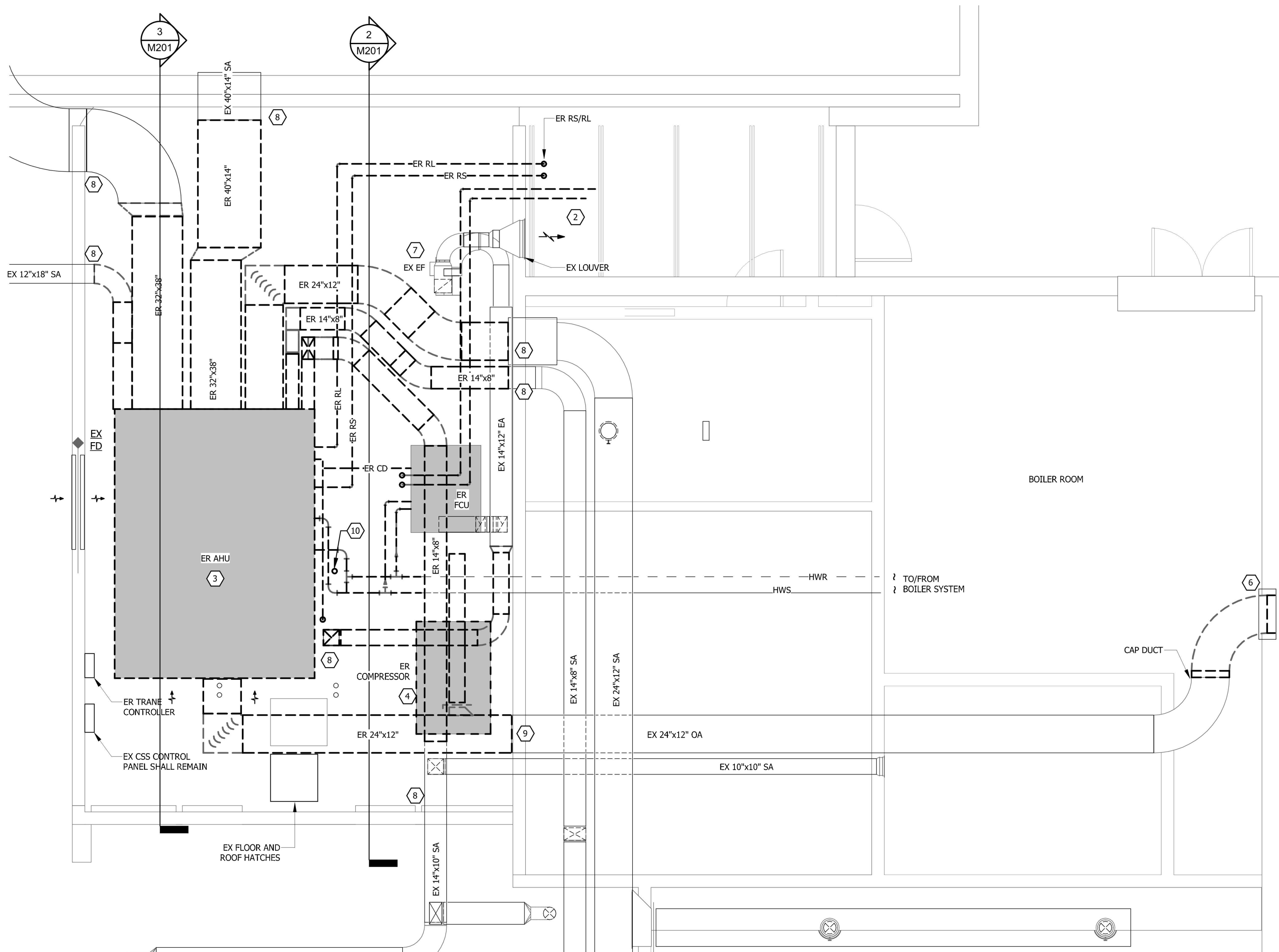


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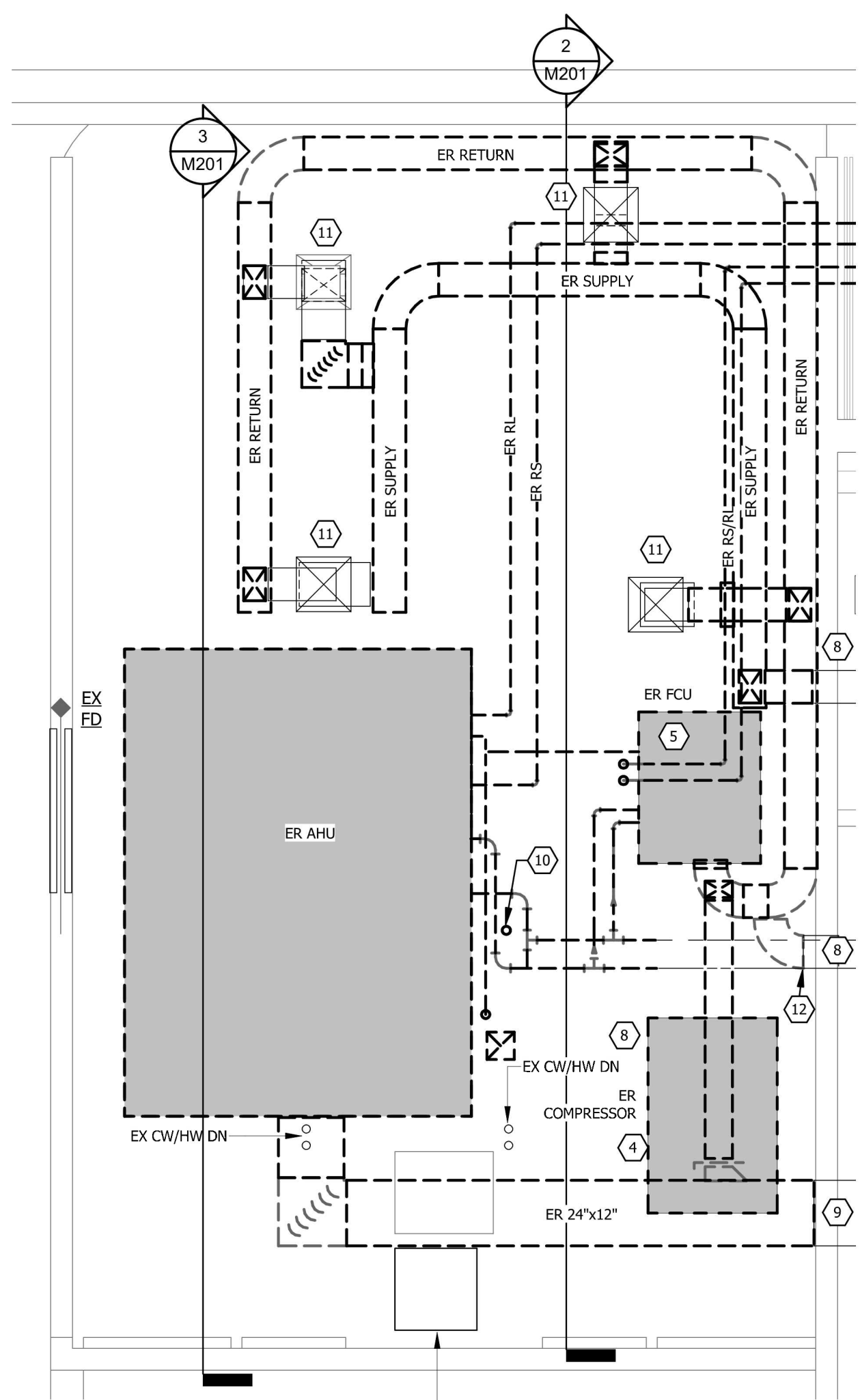
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1 MEZZANINE DEMOLITION PLAN - AHU AND BOILER ROOM LAYOUT
1/4" = 1'-0"



2 MEZZANINE DEMOLITION PLAN - FCU LAYOUT
1/4" = 1'-0"



EXISTING EXHAUST FAN AND ASSOCIATED DUCTWORK SHALL REMAIN. TAB CONTRACTOR SHALL REBALANCE FAN TO MATCH EXHAUST AIRFLOWS NOTED ON MECHANICAL PLAN.



TYPICAL (4)

LEAVE RETURN
DUCT ELBOW OPEN
TO MEZZANINE AND
COVER OPENING
WITH BIRDSCREEN



REMOVE EXISTING COMPRESSOR
AND ASSOCIATED PIPING,
SUPPORTS, WIRING, CONDUIT, ETC.



EXISTING HWS/HWR MAINS SHALL-
REMAIN AND EXTEND TO NEW

REMOVE EXISTING FCU AND ASSOCIATED HANGERS, SUPPORTS, DUCTWORK, PIPING, CONDUITS, WIRING, ETC.

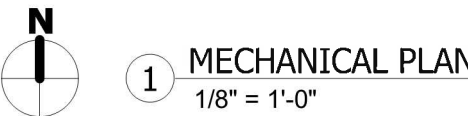


- REMOVE EXISTING AHU AND ASSOCIATED HANGERS, SUPPORTS, DUCTWORK, PIPING, VALVES, ACCESSORIES CONDUITS, WIRING, ETC.

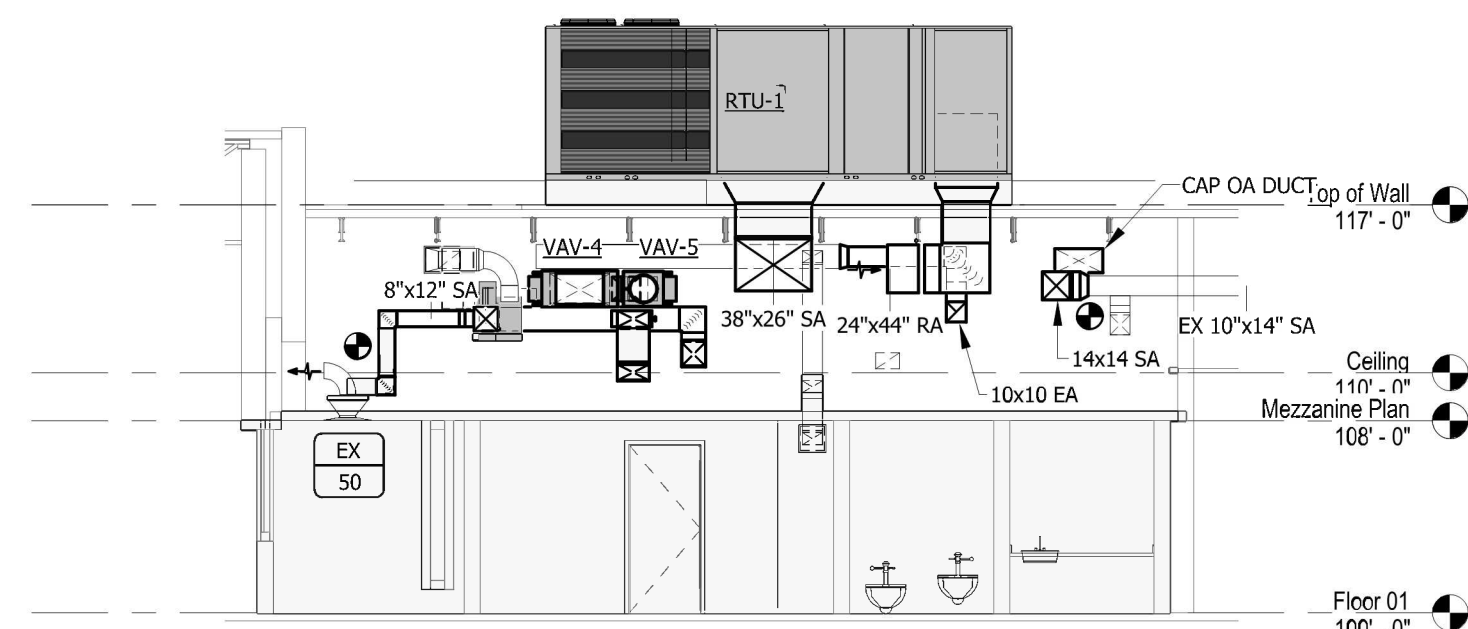


REMOVE EXISTING CONDENSING
UNIT AND ASSOCIATED
SUPPORTS, PIPING, CONDUIT,
WIRING, ETC.

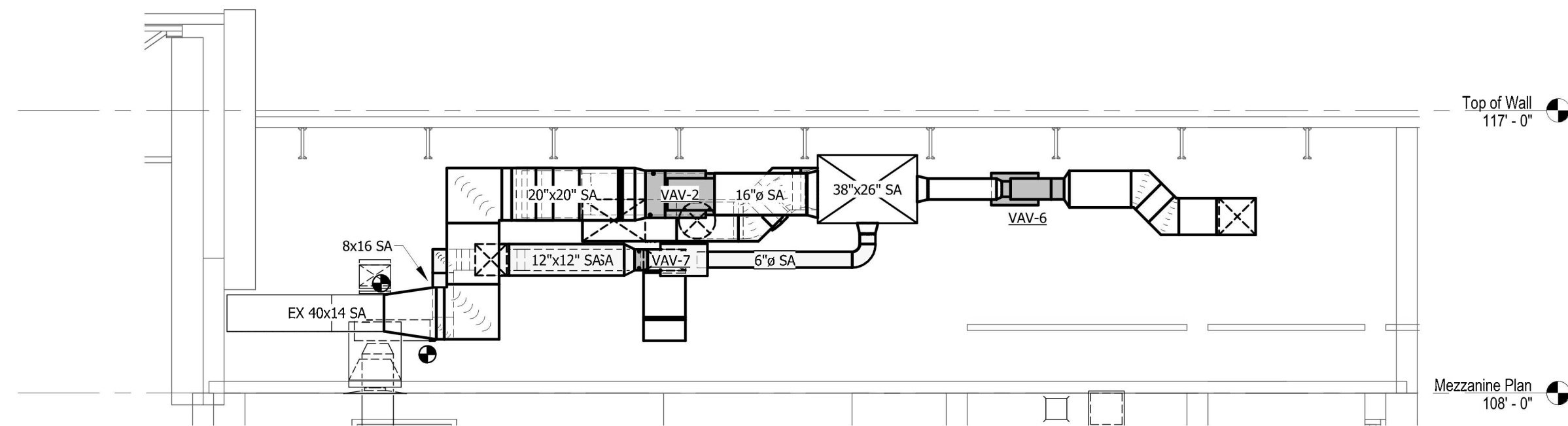
- REMOVE EXISTING CONDENSING UNIT AND ASSOCIATED SUPPORTS, PIPING, CONDUIT, WIRING, ETC.



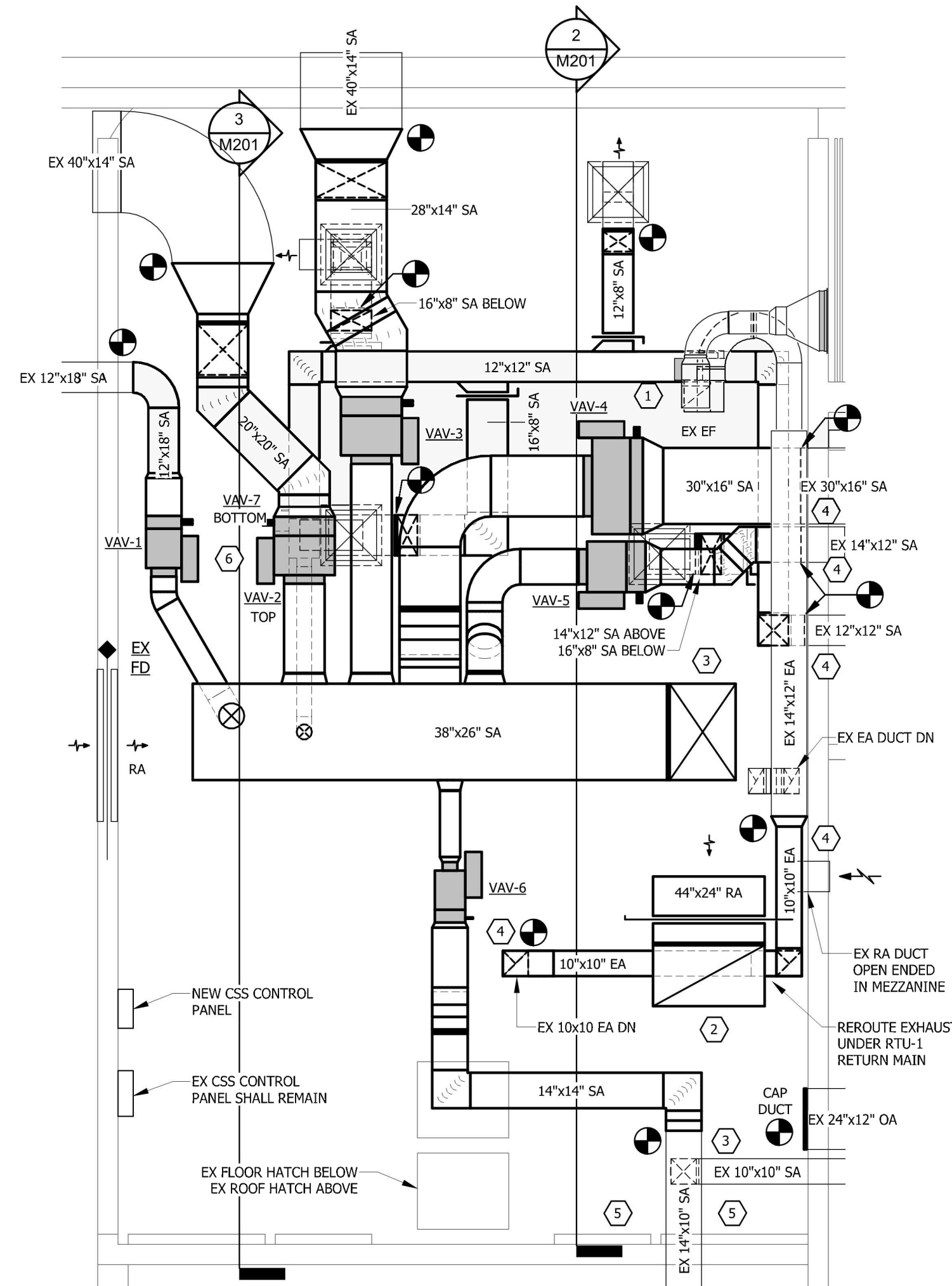
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2 MECHANICAL SECTION
1/8" = 1'-0"



③ VAV SECTION
1/4" = 1'-0"



1 MECHANICAL MEZZANINE PLAN
1/4" = 1'-0"

GENERAL NOTES:

- A. LAYOUT AND ROUTING SHOWN IS DIAGRAMMATIC AND SCHEMATIC IN NATURE. NOT ALL OFFSETS MAY BE SHOWN. CONTRACTOR SHALL VERIFY EXACT ROUTING REQUIRED AND NUMBER OF OFFSETS AND TRANSITIONS.
- B. MAINTAIN SERVICE CLEARANCE IN FRONT OF AND ABOVE ELECTRICAL EQUIPMENT AND ACCESS. DO NOT INSTALL EQUIPMENT OR ROUTE DUCTS IN CLEARANCE SPACE. REFER TO EQUIPMENT INSTALLATION AND INSTRUCTIONS.
- C. COORDINATE THERMOSTAT LOCATIONS WITH CASEWORK, WALL TYPES, AND FURNISHINGS PRIOR TO ROUGH-IN.
- D. PROVIDE VOLUME CONTROL, BALANCING DAMPERS ON ALL SUPPLY, RETURN, EXHAUST AIR TYPES IN ACCESSIBLE LOCATIONS FOR AIR BALANCING. INSTALL CABLE OPERATED DAMPER OR ACCESS PANEL IF DAMPER IS LOCATED ABOVE GYP CEILINGS.
- E. COORDINATE DUCT ROUTING WITH STRUCTURAL AND ALL TRADES.
- F. COORDINATE ALL EXPOSED DUCTWORK ROUTING WITH DESIGN TEAM PRIOR TO ROUGH-IN.
- G. COORDINATE SUPPLY, RETURN, AND EXHAUST GRILLE/DIFFUSER LOCATIONS WITH ARCHITECTURAL REFLECTED CEILING PLAN AND ALL TRADES.
- H. MECHANICAL CONTRACTOR SHALL REFER TO ELEVATOR INSTALLATION DETAIL.
- I. COORDINATE DUCT ROUTING IN LOCATIONS WITH EXISTING CONDITIONS FIELD VERIFY EXISTING CONDITIONS PRIOR TO ROUGH-IN.

REFERENCED NOTES:

1. EXISTING EXHAUST FAN SHALL REMAIN.
2. RETURN AIR UP TO RTU-1, TRANSITION IN CURB. PROVIDE SA-1 ELBOW, SILENCER, MATCH SA-1 DOWNSTREAM SIZE TO RTU RETURN OPENING. UPSTREAM SA-1 OPENING IS 400KQ, OPEN TO MEZZANINE.
3. SUPPLY AIR UP TO RTU-1, TRANSITION TO RTU OPENING SIZE IN CURB.
4. CONNECT NEW SUPPLY DUCT TO EXISTING SUPPLY TAP OF EXISTING COMBINATION SUPPLY/RETURN DUCT DROP. LEAVE RETURN DUCT ELBOW OPEN TO MEZZANINE LEVEL. PROVIDE BALANCING DAMPER IN SUPPLY DUCT NEARBY OF CONNECTION TO EXISTING. SEE M010 FOR PICTURE OF EXISTING DUCT.
5. MAINTAIN CLEARANCE AROUND EXISTING ELECTRICAL DEVICES AND EQUIPMENT THAT REMAIN IN THIS LOCATION.
6. STACKED VAV BOXES, REFER TO SECTION FOR PROPOSED LOCATIONS.

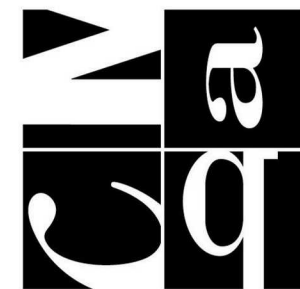


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DATE:
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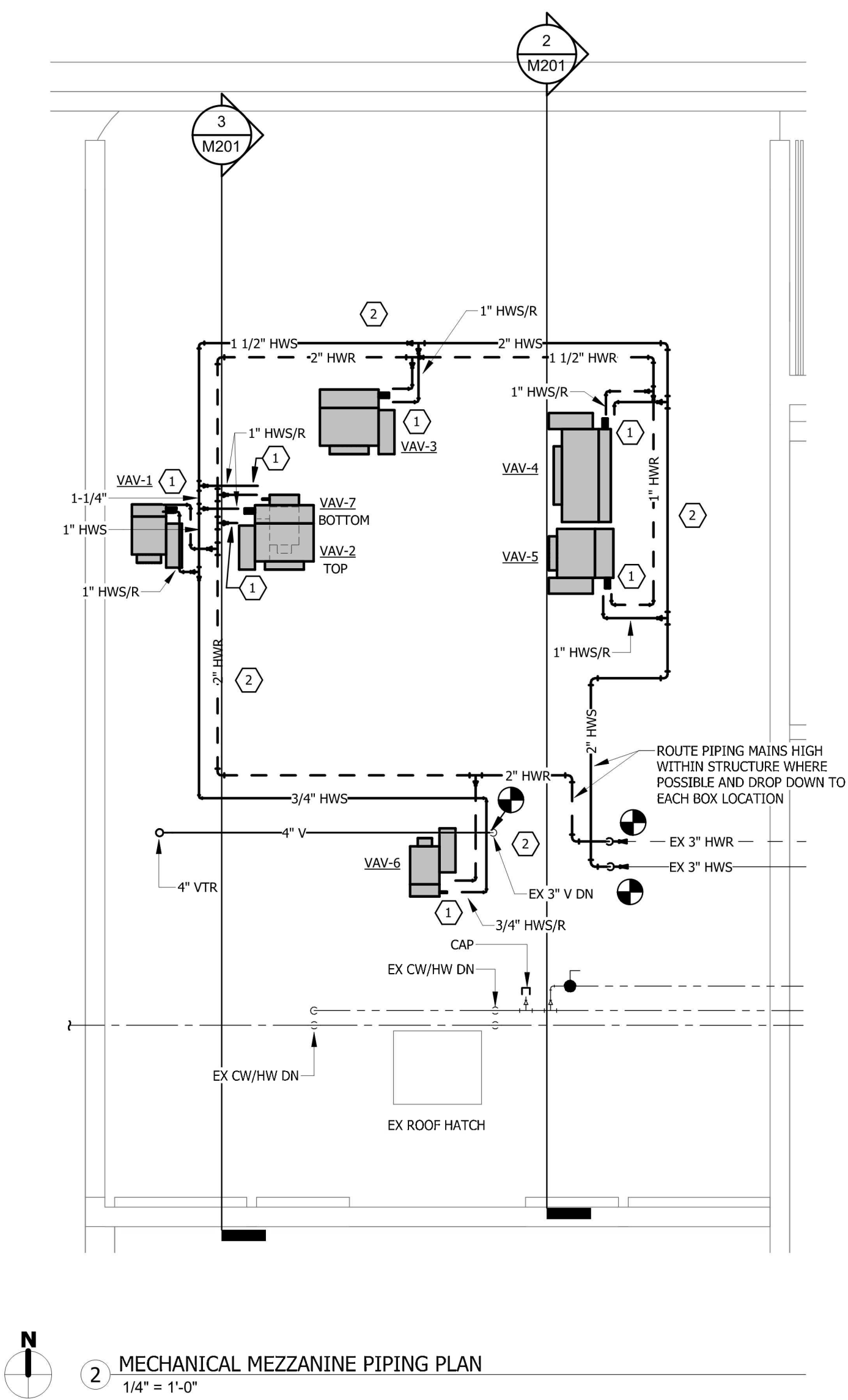
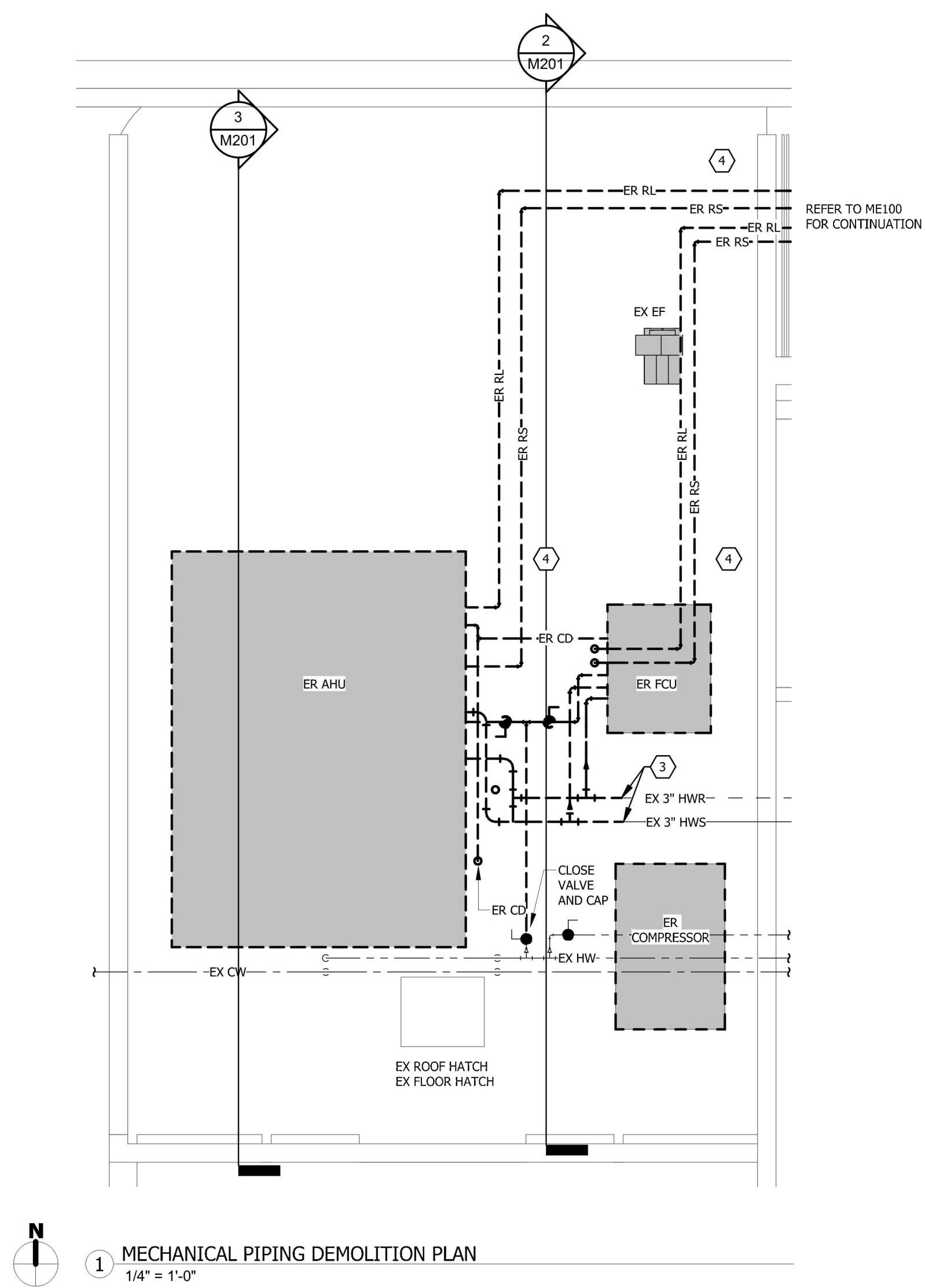
PROJECT
21-128

MEZZANINE PLAN

STORM LAKE PUBLIC LIBRARY RENOVATION

609 CAYUGA ST, STORM LAKE, IA, 50588

SHEET
M201



GENERAL NOTES:

- A. LAYOUT AND ROUTING SHOWN IS DIAGRAMMATIC AND SCHEMATIC IN NATURE. NOT ALL OFFSETS MAY BE SHOWN. CONTRACTOR SHALL VERIFY EXACT ROUTING REQUIRED AND NUMBER OF OFFSETS AND TRANSITIONS.
- B. MAINTAIN SERVICE CLEARANCE IN FRONT OF AND ABOVE ELECTRICAL EQUIPMENT AND ACCESS ZONES. REFER TO ELECTRICAL EQUIPMENT INSTALLATION AND INSTRUCTIONS. DO NOT INSTALL PIPING IN CLOSURE SPACE OF ELECTRICAL EQUIPMENT.
- C. COORDINATE ALL PIPING ROUTING WITH BUILDING STRUCTURE AND OTHER TRADES PRIOR TO INSTALLATION TO ALLOW FOR PROPER CLEARANCES AND FLOW REQUIREMENTS.
- D. PROVIDE ISOLATION BALL VALVES ON BRANCH PIPING TAPS FROM MAIN ON ALL SUPPLY AND RETURN PIPES. INSURE VALVES ARE INSTALLED AT CONVENIENT LOCATIONS.
- E. VERIFY ALL SITE CONDITIONS PRIOR TO START OF WORK. FIELD VERIFY ALL NEW AND EXISTING PIPE ROUTING WITH EXISTING CONDITIONS PRIOR TO ROUGH-IN. MAKE NECESSARY OFFSETS AS REQUIRED.
- F. COORDINATE ALL EXPOSED PIPE ROUTING WITH DESIGN TEAM PRIOR TO ROUGH-IN. SPECIFIC RADIATION REQUIREMENTS MAY BE REQUIRED. PRIOR JACKETING OR EXPOSURE TO RADIATION IS UNLESS OTHERWISE NOTED.
- G. ALL CONDENSATE DRAIN PIPING SHALL BE 3/4" WITH INSULATION UNLESS NOTED OTHERWISE.

REFERENCED NOTES:

1. PROVIDE FINAL CONNECTIONS TO VAV BOX. REFER TO DETAIL FOR ADDITIONAL REQUIREMENTS.
2. COORDINATE PIPE ROUTING WITH DUCTWORK LAYOUT AND VAV BOX CONFIGURATION. FIELD VERIFY VAV BOX CONTROL BOX AND COIL CONNECTION ORIENTATION PRIOR TO ORDERING.
3. REMOVE HWS/HWR PIPING FROM THIS POINT DOWNSTREAM TO AHU AND FCU. PREPARE PIPING FOR FUTURE CONNECTION TO NEW VAV BOXES.
4. REMOVE ALL REFRIGERANT PIPING AND ASSOCIATED ACCESSORIES FROM AHU AND FCU TO CONDENSING UNITS BEING REMOVED.

M U D U S
M O D I S

WATERLOO | DES MOINES | IOWA CITY

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WATERLOO, IOWA | DES MOINES, IOWA | IOWA CITY, IOWA
(319) 235-0650 | (515) 251-7280 | (319) 248-4600

REVISIONS

NO.	DESCRIPTION	DATE

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FILED BY: C:\Users\mccormack\OneDrive - MCD\Documents\21-128_Storm Lake Library\MODUL5_R21_21.mxd 06/17/2022 1:00:08 PM
PROJECT: 21-128 STORM LAKE LIBRARY RENOVATION

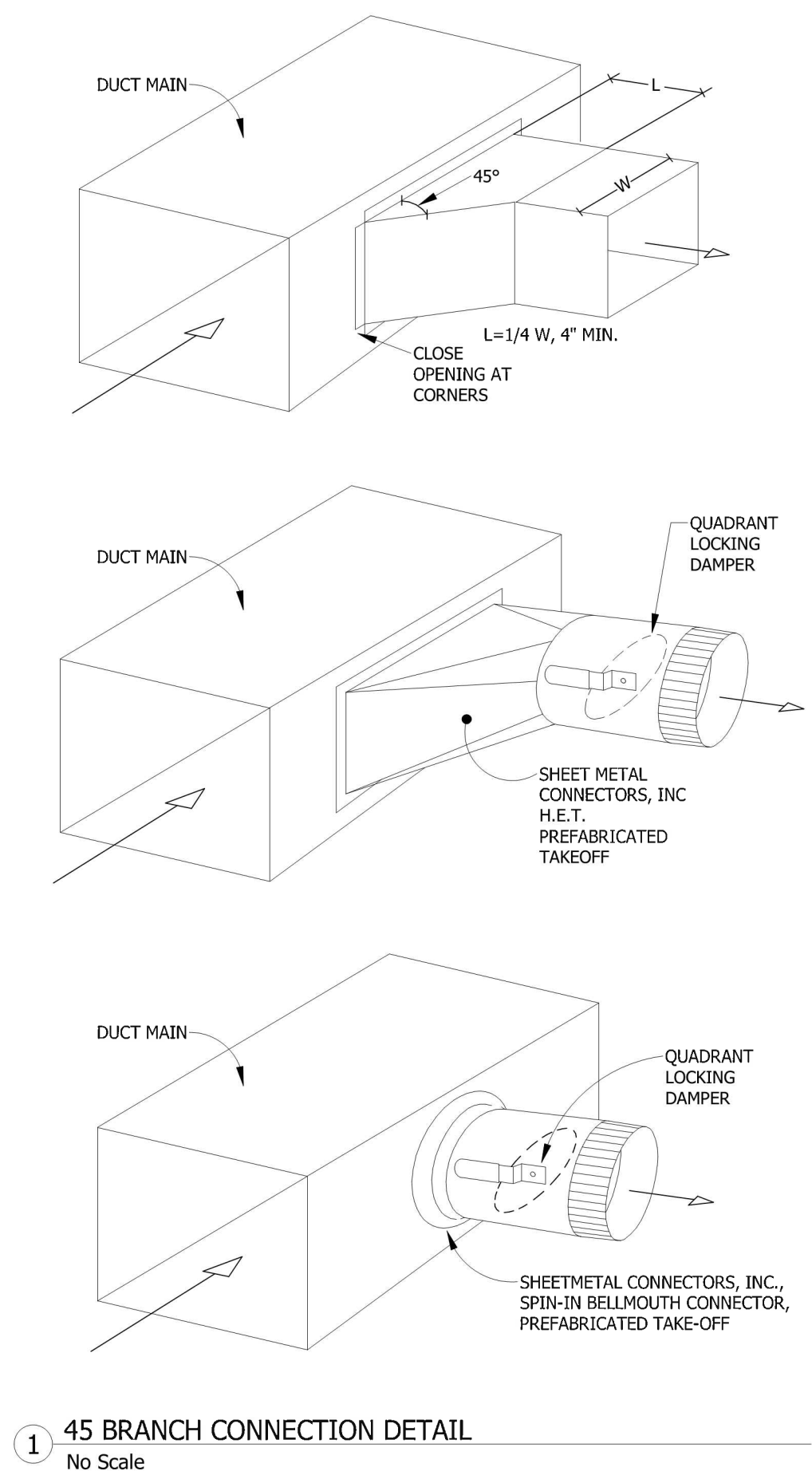
21-128 STORM LAKE LIBRARY RENOVATION

ROOFTOP UNIT SCHEDULE																															
UNIT TAG	MANUFACTURER	MODEL	MIN OA AIRFLOW (CFM)	CONTROL	SUPPLY FAN					EXHAUST FAN					DX COOLING COIL					FILTER					ELECTRICAL HEAT CIRCUIT					MINIMUM EER @ AHRI	MAX. WEIGHT (LBS)
					AIRFLOW (CFM)	E.S.P. (IN. W.C.)	T.S.P. (IN. W.C.)	FAN TYPE	FAN DRIVE	RPM	B.H.P.	FAN MOTOR HP	AIRFLOW (CFM)	FAN TYPE	FAN COUNT	FAN DRIVE	AIRFLOW (CFM)	COIL ROWS	E.D.B/E.W.B (°F/°F)	COIL L.D.B/L.W.B (°F/°F)	NET TOTAL CAPACITY (MBH)	SENSIBLE CAPACITY (MBH)	FACE VELOCITY (FPM)	MERV	TYPE	MCA	MOCF	VOLTAGE/PHASE			
RTU-1	TRANE	TCD4808E	2350	VAV	12,000	2.0	2.7	FC	VFD	654	9.98	15	12,000	PROP	2	DIRECT	12,000	5	78/64.5	52/31.5	438.8	316	350	8	MERV 8	225	250	208/3	11.0	6,100	

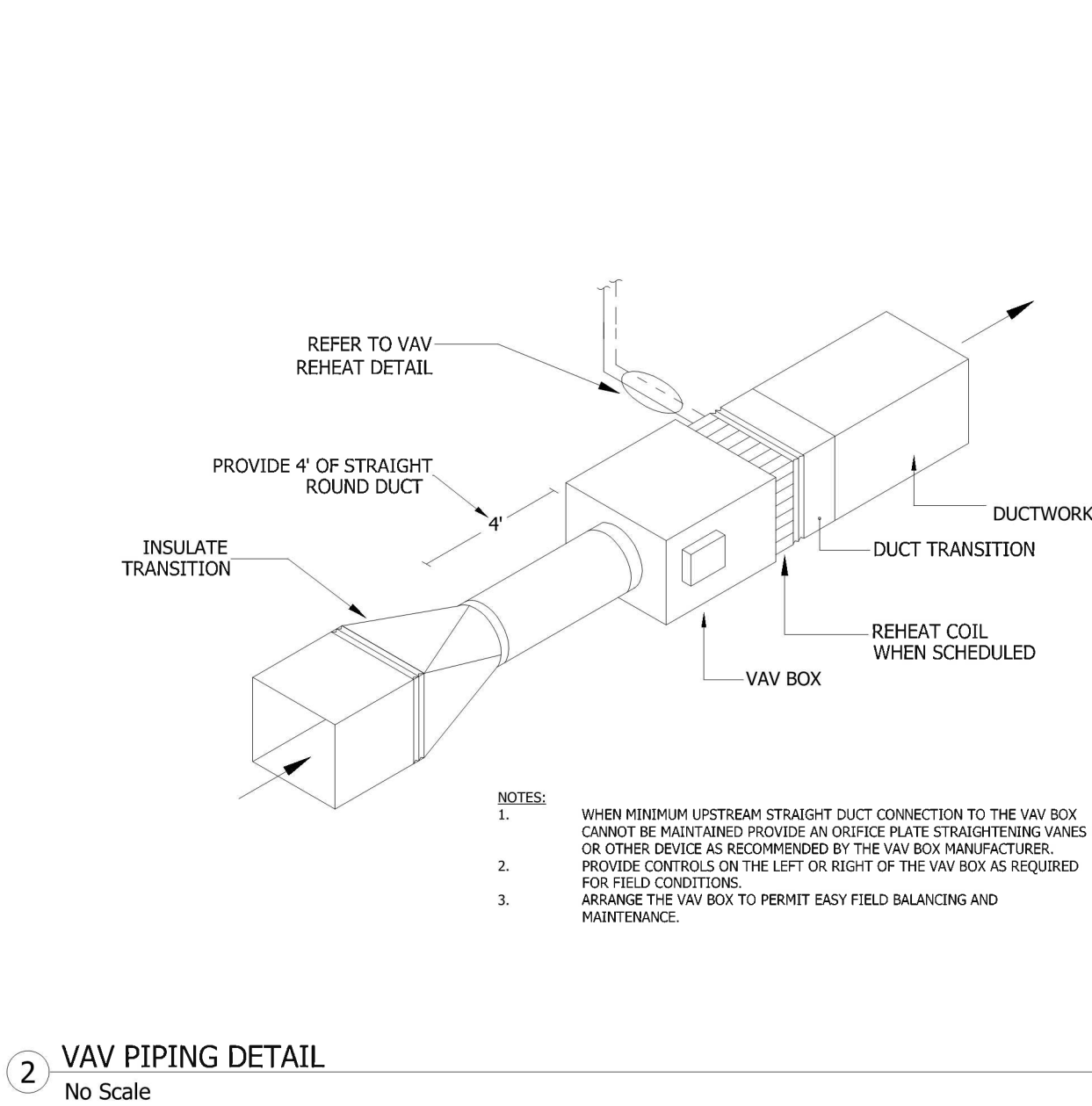
- NOTES:
- RTU SELECTION ASSUMES SUMMER OUTSIDE AIR CONDITIONS OF 93°F DB/74°F WB(MASON CITY 1% WITH 5°F ADDED FOR ROOF INSTALLATION), WINTER OUTSIDE AIR TEMPERATURE OF -15°F (MASON CITY 99.6%), SUMMER RETURN AIR CONDITIONS OF 75.5°F DB/62.5°F WB AND WINTER RETURN AIR TEMPERATURE OF 59°F.
 - UNIT MUST HAVE HAIL GUARDS.
 - UNIT MUST HAVE A POWERED 115V/1/60 OUTDOOR CONVENIENCE OUTLET.
 - UNIT MUST HAVE BACKNET/MS/TP INTEGRATION.
 - UNIT MUST HAVE A 4" VIBRATION ISOLATION CURB.
 - UNIT MUST HAVE MODULATED INSIDE TO OUTSIDE BUILDING PRESSURE CONTROL. FURNISH BUILDING PRESSURE SENSOR.
 - UNIT MUST HAVE FACTORY AUTHORIZED STARTUP.

SINGLE DUCT VAV BOX WITH HOT WATER REHEAT SCHEDULE																
UNIT TAG	MANUFACTURER	MODEL	UNIT SIZE	MAX COOLING AIRFLOW (CFM)	MIN AIRFLOW LOW CO2 (CFM)	MIN AIRFLOW HIGH CO2 (CFM)	MAX HEATING AIRFLOW (CFM)	CAPACITY (MBH)	E.A.T./L.A.T (°F/°F)	E.W.T (°F)	HOT WATER REHEAT COIL					
											FLUID FLOW RATE (GPM)	ROWS	FLUID	FLUID PRESSURE DROP (FT)	AIR PRESSURE DROP (IN)	MAX DISCHARGE NC
VAV-1	TITUS	DESV	10	775	490	490	775	46	45/95	180	4	2	WATER	2.2	0.25	22
VAV-2	TITUS	DESV	16	2700	1400	2500	2700	148	45/95	180	6	3	WATER	1.6	0.7	24
VAV-3	TITUS	DESV	16	2700	1400	2500	2700	148	45/95	180	6	3	WATER	1.6	0.7	24
VAV-4	TITUS	DESV	24x16	3600	1800	1800	3200	120.4	45/95	180	6	3	WATER	1.7	0.7	28
VAV-5	TITUS	DESV	14	1600	800	1300	1300	190	45/95	180	4	2	WATER	2.0	0.23	20
VAV-6	TITUS	DESV	6	160	100	100	265	16	45/95	180	1	2	WATER	0.25	0.12	20
VAV-7	TITUS	DESV	7	565	130	100	435	25	45/95	180	3	2	WATER	1.7	0.25	25

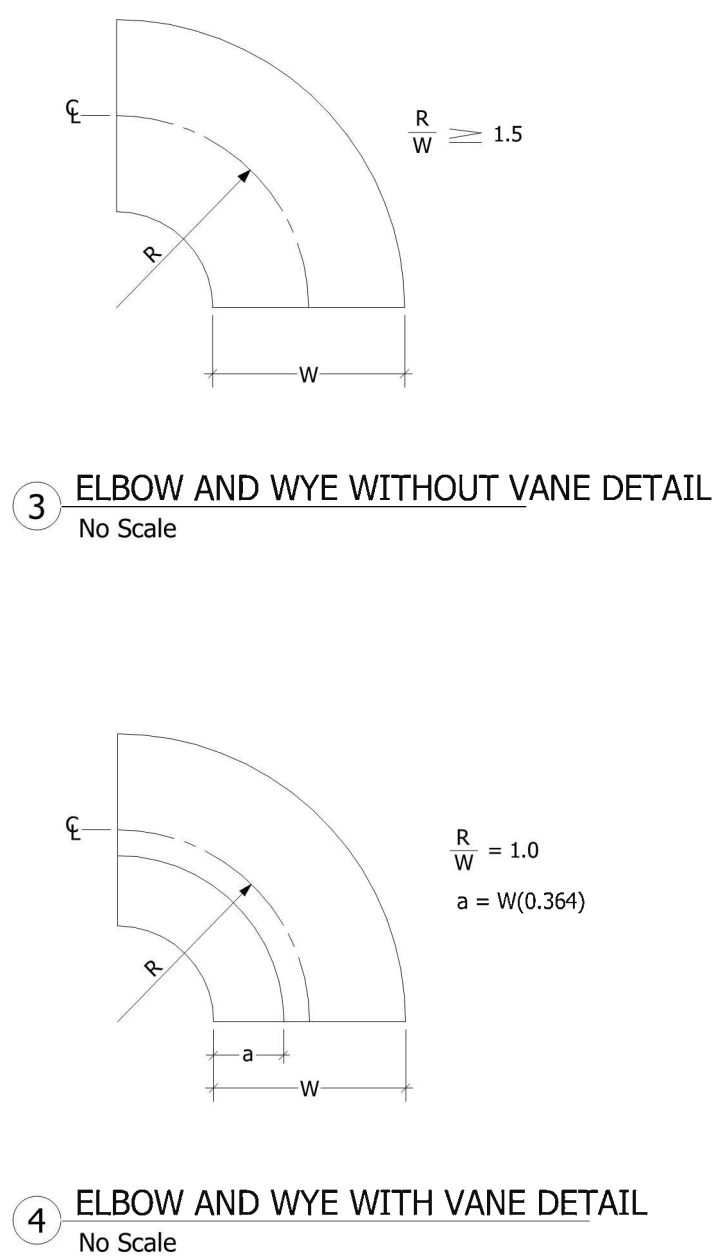
- NOTES:
- CONTRACTOR SHALL COORDINATE RIGHT OR LEFT HAND ORIENTATION WITH FIELD CONDITIONS PRIOR TO ORDER.



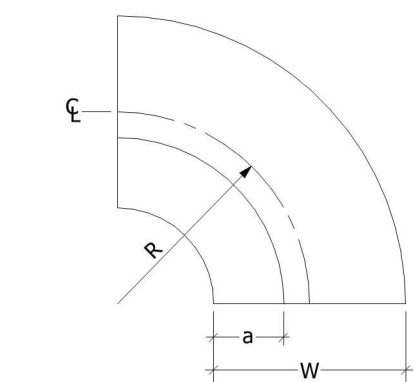
1 45 BRANCH CONNECTION DETAIL
No Scale



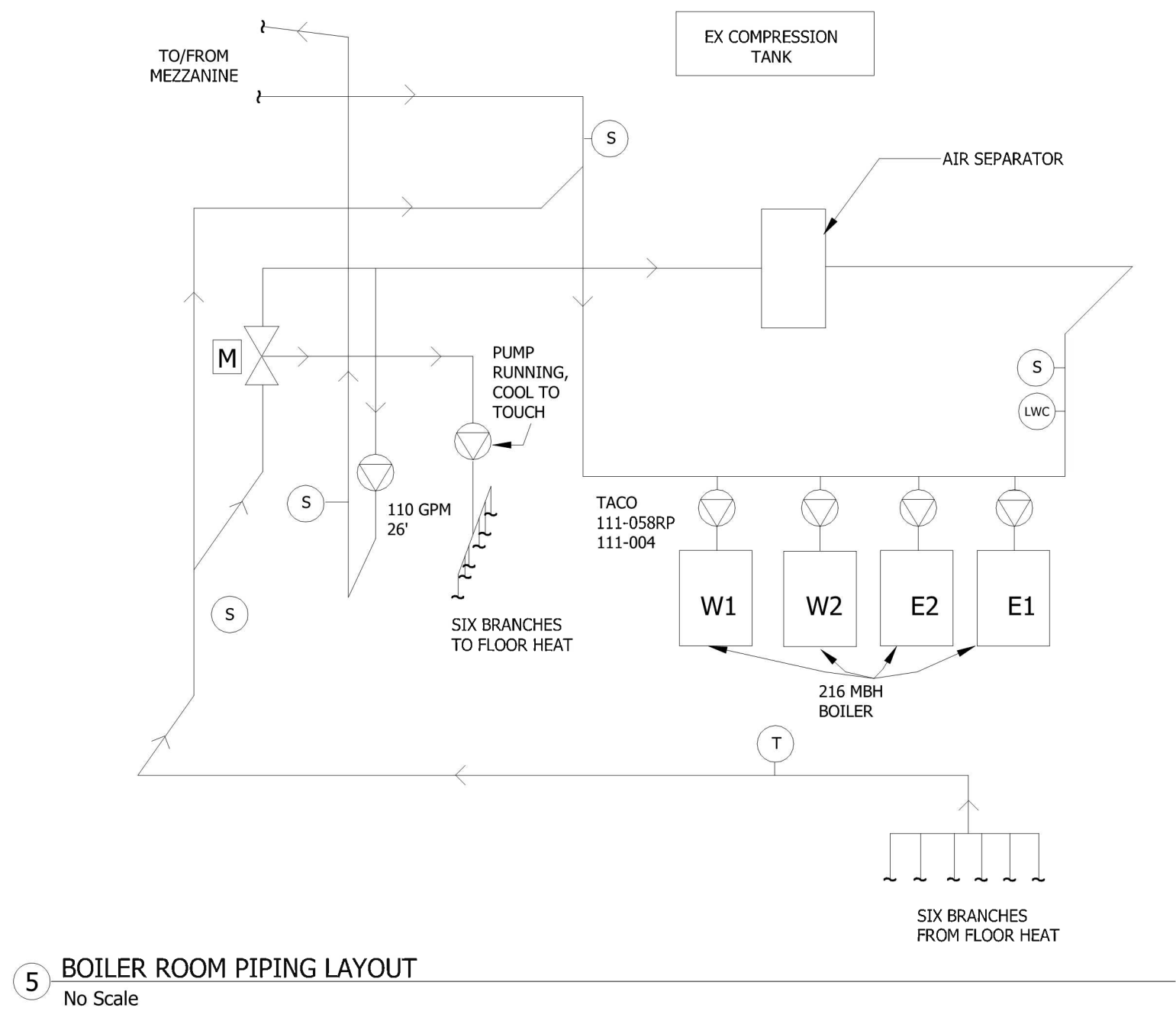
2 VAV PIPING DETAIL
No Scale



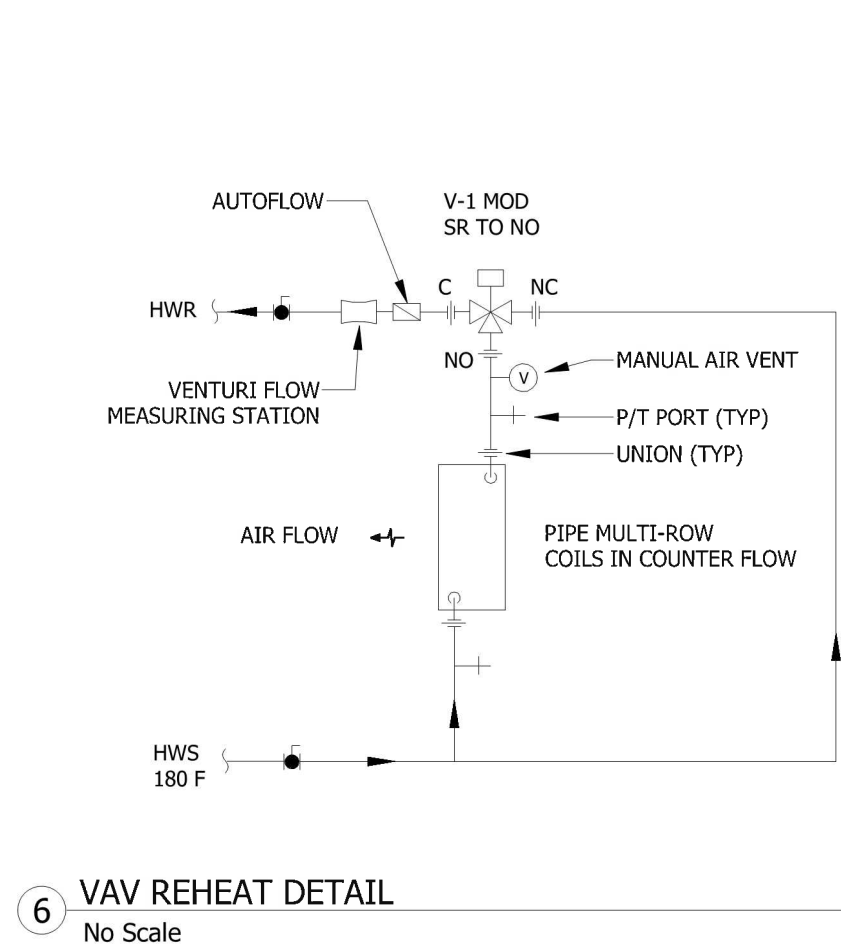
3 ELBOW AND WYE WITHOUT VANE DETAIL
No Scale



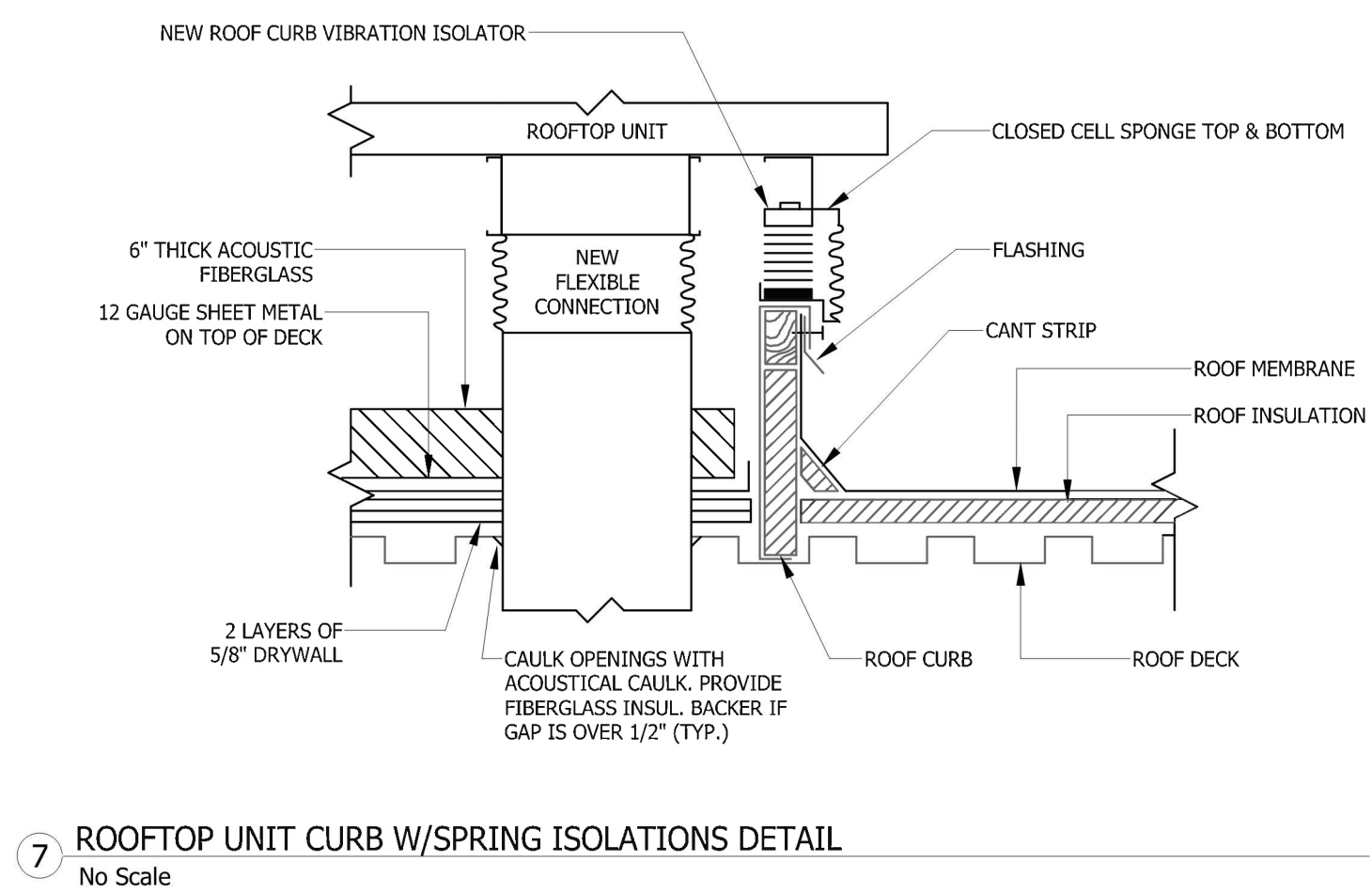
4 ELBOW AND WYE WITH VANE DETAIL
No Scale



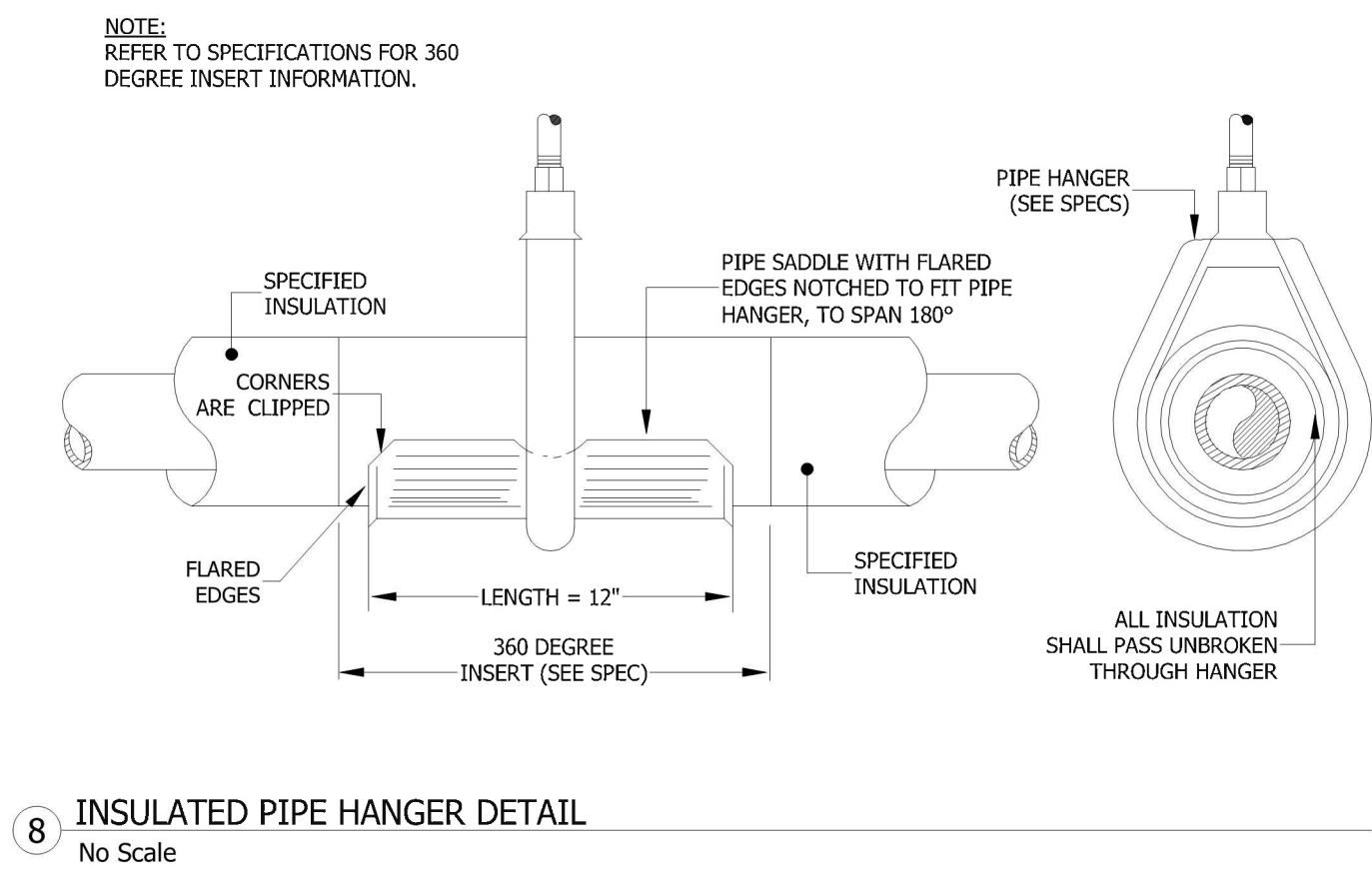
5 BOILER ROOM PIPING LAYOUT
No Scale



6 VAV REHEAT DETAIL
No Scale



7 ROOFTOP UNIT CURB W/SPRING ISOLATIONS DETAIL
No Scale



8 INSULATED PIPE HANGER DETAIL
No Scale

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214 EAST 4TH ST. 130 EAST 3RD ST. 118 EAST COLLEGE ST.
WATERLOO, IOWA 50601 DES MOINES, IOWA 50319 IOWA CITY, IOWA 52242
(319)235-0650 (515)251-7280 (319)246-4600

REVISIONS

NO.	DESCRIPTION	DATE
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STORM LAKE PUBLIC LIBRARY RENOVATION

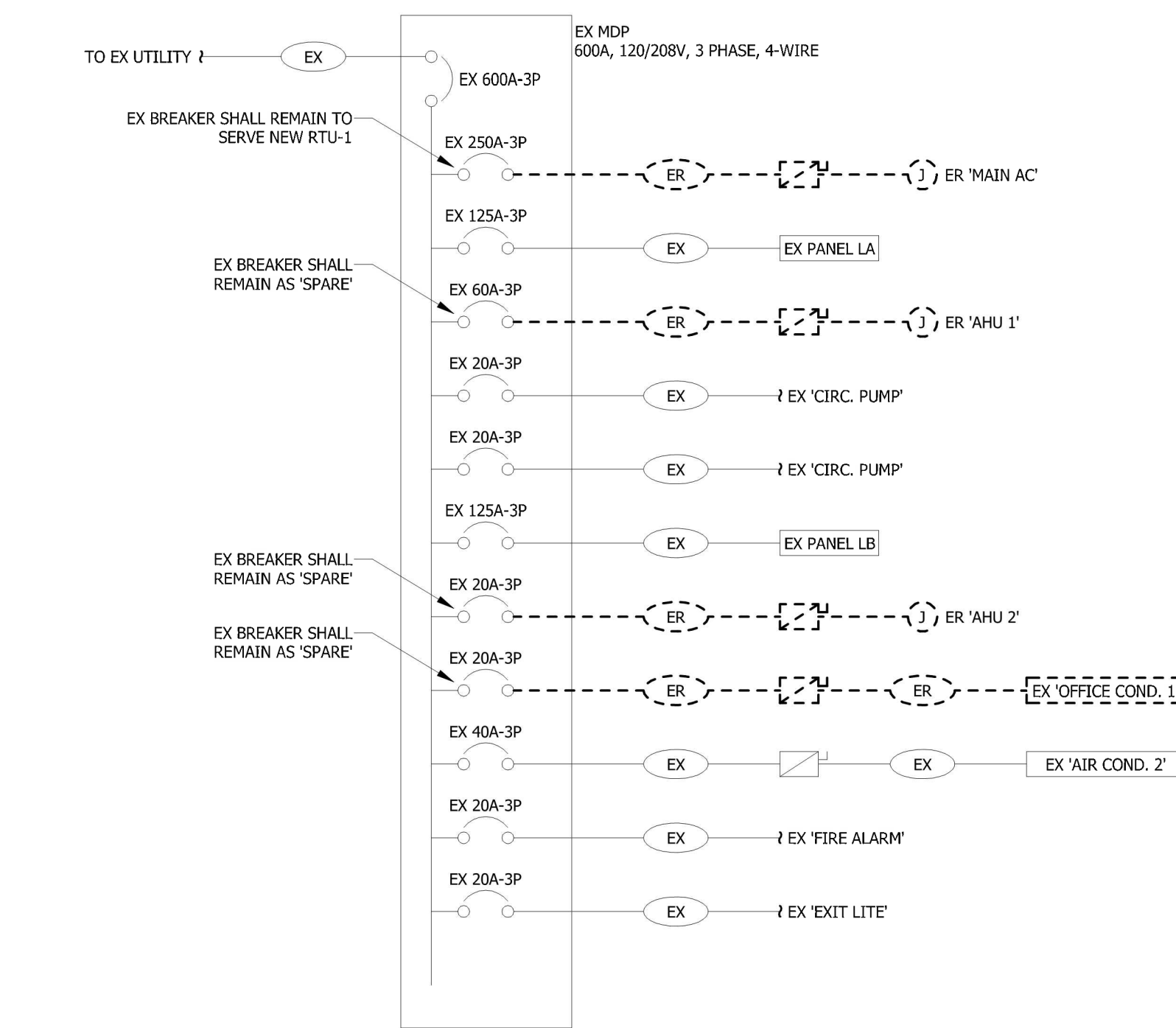
609 CAYUGA ST, STORM LAKE, IA, 50588

SHEET
M501

MECHANICAL SCHEDULES AND DETAILS

DATE:
06.17.2022
PROJECT
21-128

CMBA ARCHITECTS
505 GRAND AVE
SPENCER, IA 51301
(P) 712.262.3426

[illegible][illegible]

DEMOLITION GENERAL NOTES:

- A. DEMOLITION DRAWINGS ARE BASED ON EXISTING AVAILABLE DRAWINGS AND CASUAL FIELD OBSERVATION. ELECTRICAL, CONDUITS SHALL FIELD VERIFY THE SITE AND INCLUDE ALL REQUIRED DEMOLITION INFORMATION.
- B. ALL REQUIRED DEMOLITION IS NOT INDICATED. IT IS THE INTENT OF THESE DOCUMENTS THAT ALL MECHANICAL AND ELECTRICAL SYSTEMS NOT TO BE REUSED OR EXTENDED BE REMOVED. COORDINATE WITH ARCHITECTURAL DRAWING FOR ADDITIONAL DEMOLITION REQUIREMENTS.
- C. REFER TO SPECIFICATIONS AND OTHER SHEETS FOR REMOVED DEMOLITION REQUIREMENTS.
- D. REMOVE ALL ELECTRICAL CONNECTIONS, WIRING, AND CONDUIT SERVING ALL MECHANICAL EQUIPMENT TO BE REMOVED.
- E. MAINTAIN FIRE RATINGS OF AFFECTED WALLS AND FLOORS.
- F. EXISTING ELECTRICAL SYSTEMS LOCATED IN WALLS AND CHASES NOT TO BE REMOVED OR REUSED. CONDUIT SHALL BE ABANDONED IN PLACE, CAP AT MAINS OR IN A CONCEALED LOCATION IF REQUIRED.
- G. REFER TO ARCHITECTURAL DRAWINGS FOR DETAILS ON FLOOR AND CEILING REMOVAL. CONTRACTOR SHALL COORDINATE WORK TO BE CONSISTENT WITH SCOPE OF GENERAL CONTRACTOR'S DEMOLITION.
- H. EXTENSION FREE-STANDING ELECTRICAL AND MECHANICAL DEVICES NOTING REUSED SHALL BE REMOVED UNDER BASE BID UNLESS OTHERWISE NOTED. PATCH OPERY TO MATCH SURROUNDING SURFACES.

D1.	EXISTING COMPRESSOR HAS BEEN DISCONNECTED. ELECTRICAL CONTRACTOR SHALL REMOVE ANY EXISTING CONDUCTORS AND CONDUIT BACK TO SOURCE. EXISTING DISCONNECT SHALL BE REMOVED.
D2.	DISCONNECT EXISTING CIRCUIT ASSOCIATED WITH MECHANICAL EQUIPMENT THAT SHALL BE REMOVED. EXISTING ELECTRICAL DISCONNECT, CONDUCTORS, AND RACEWAY ASSOCIATED WITH MECHANICAL EQUIPMENT BEING REMOVED SHALL BE REMOVED BACK TO ELECTRICAL PANEL SERVING CIRCUIT. EXISTING BREAKER SHALL REMAIN AS SPARE.
D3.	REMOVE ALL ELECTRICAL COMPONENTS ALONG THIS WALL FOR EQUIPMENT NOT IN USE OR TO BE REUSED. REMOVE ALL ASSOCIATED DISCONNECTS, CONDUCTORS, AND CONDUIT BACK TO SOURCE.

- A. ALL DISCONNECTS ON MECHANICAL EQUIPMENT SHALL BE MOUNTED ON STRUCTURE TO ALLOW REMOVAL OF THE EQUIPMENT FOR MAINTENANCE WITH A MINIMUM OF WIRING WORK. VERIFY NEC CLEARANCE REQUIREMENTS ARE MET PRIOR TO REMOVAL.
- B. MAINTAIN SERVICE CLEARANCE AROUND ALL MECHANICAL & ELECTRICAL EQUIPMENT. DO NOT ROUTE PIPING OR CONDUIT IN CLEARANCE SPACE.
- C. SURFACE RACEWAYS SHALL NOT BE USED IN ANY FINISHED AREAS WITHOUT PRE-APPROVAL FROM THE ENGINEER.
- D. ALL RECEPTACLE CIRCUITS SHALL HAVE DEDICATED NEUTRALS.
- E. INSTALL DEVICES SUCH THAT NO TWO DEVICES ON OPPOSITE SIDES OF SAME WALL ARE WITHIN 6" OF EACH OTHER.
- F. PROVIDE CONDUIT SLEEVES WITH INSULATED BUSHINGS SERVING ALL LOW VOLTAGE CABLING. DO NOT EXCEED 40% FILL.
- G. ELECTRICAL POWER OUTAGES, IF REQUIRED, SHOULD BE COORDINATED WITH THE MINIMUM SERVICE CLEARANCE REQUIRED BY THE OWNER. CHANGES COULD BE REQUIRED TO OCCUR AT ANY TIME.
- H. MAINTAIN ALL SERVICE CLEARANCES REQUIRED BY THE UTILITY AND NEC. COORDINATE ALL CLEARANCE WITH UTILITY REQUIREMENTS PRIOR TO ROUGH-IN.
- I. REFER TO RFP PLAN FOR ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES.
- J. INSTALL ALL CONDUCTORS AS PER MANUFACTURER'S RECOMMENDATIONS.

1. EXISTING MDP IS SQUARE D POWER-STYLE SWITCHBOARD, 600-AMP RATED, 208Y/120V, 3Ø, 4-WIRE.
2. EXISTING PANEL IS SQUARE D "NQO" STYLE PANELBOARD, 225-AMP RATED, 208Y/120V, 3Ø, 4-WIRE.
3. EXISTING PANEL IS SQUARE D "NQO" STYLE PANELBOARD, 225-AMP RATED, 208Y/120V, 3Ø, 4-WIRE.
4. EXISTING FACP IS NOTIFIER SFP-400B.
5. EXISTING BREAKER SERVING EXISTING ER CONDENSING UNIT SHALL REMAIN TO SERVE NEW KIT-1. ELECTRICAL CONTRACTOR SHALL VERIFY CONDITION OF BREAKER IS SATISFACTORY AND NO OTHER LOADS ARE SERVED FROM CIRCUIT.



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DATE:
06.17.2022

PROJECT
21-128

ELECTRICAL POWER PLAN

STORM LAKE PUBLIC LIBRARY RENOVATION

609 CAYUGA ST, STORM LAKE, IA, 50588

Staff Summary

08/15/2022

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: Keri Navratil City Manager

SUBJECT: **Resolution No. 08-R-2022-2023 Approving Plans, Specifications, From of Contract and Engineer's Estimate for the Storm Lake Library HVAC Renovation Project**

BACKGROUND: The City was awarded a CDBG-CV grant to replace the Storm Lake Library's HVAC system and to create a tele-health space.

FISCAL IMPACT: The estimated cost of the project is \$607,909 with the grant award covering \$500,000 toward the project.

RECOMMENDATION: Approve Resolution No. 08-R-2022-2023 Approving Plans, Specifications, From of Contract and Engineer's Estimate for the Storm Lake Library HVAC Renovation Project

ATTACHMENTS:

[Resolution NO. 08-R-20222023 - Plans Specification Form of Contract and Estimate SL Library HVAC Project](#)

RESOLUTION NO.08-R-2022-2023

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND COST ESTIMATE FOR THE STORM LAKE LIBRARY HVAC
AND TELEHEALTH ROOM PROJECT**

WHEREAS, the City of Storm Lake and the Storm Lake Public Library have a need to complete an upgrade of the Library HVAC system and to develop a telehealth room to provide enhanced and safer services to the community during times of a pandemic; and,

WHEREAS, the City of Storm Lake has published notice of a public hearing on the plans, specifications, form of contract, and cost estimate for the Storm Lake Library HVAC and Telehealth Room Project; and,

WHEREAS, the City of Storm Lake has held a public hearing at their regular City Council meeting on August 15, 2022, prior to consideration of this resolution; and,

WHEREAS, the plans, specifications, form of contract, and cost estimate have been on file with the City Clerk.

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

SECTION 1. That the plans, specifications, form of contract, and cost estimate are hereby approved as the plans, specifications, form of contract, and cost estimate for the Storm Lake Library HVAC and Telehealth Room Project.

PASSED AND APPROVED ON THIS 15TH DAY OF AUGUST, 2022 BY THE STORM LAKE CITY COUNCIL.

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Staff Summary

08/15/2022

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: **Resolution No. 09-R-2022-2023 Approving Bid and Awarding Contract for Storm Lake Library HVAC Renovation Project**

BACKGROUND: The City was awarded a CDBG-CV grant to replace the Storm Lake Library's HVAC system and to create a tele-health space. Bids were opened on August 9, 2022 with one bid received from Woodruff Construction in the amount of \$599,700.

FISCAL IMPACT: The project cost is \$599,700 with CDBG-CV paying for \$500,000 of the project and the City providing the grant match.

RECOMMENDATION: Approve Resolution No. 09-R-2022-2023 approving bid and awarding contact to Woodruff Construction and authorize the Mayor and City Clerk to sign any related documents.

ATTACHMENTS:

[Resolution No. 09-R-2022-2023 - Accepting and Awarding Bids Storm Lake Library HVAC Project](#)
[Letter of Recommendation](#)
[Project Budget vs SOV](#)

RESOLUTION NO. 09-R-2022-2023

**RESOLUTION ACCEPTING BIDS AND AWARDING BID FOR
THE STORM LAKE LIBRARY HVAC AND TELEHEALTH ROOM PROJECT**

WHEREAS, the City of Storm Lake and the Storm Lake Public Library received bids for the Storm Lake Library HVAC and Telehealth Room Project on Tuesday, August 9, 2022 as prescribed in the plans and specifications adopted and directed by the City Council; and,

WHEREAS, at the time of the bid letting the City received one bid for the Storm Lake Public Library HVAC and Telehealth Room Project, which is shown in the attached bid tabulation provided by the project architect; and,

WHEREAS, following a thorough review by the project architect and City staff the City Council has a duty to either reject all bids or to accept the bids and award the bid for the project.

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

SECTION 1. That the City of Storm Lake accepts the bids received at the bid letting on August 9, 2022, as the official bids received for the Storm Lake Library HVAC and Telehealth Room Project.

SECTION 2. That the City of Storm Lake awards the Storm Lake Library HVAC and Telehealth project declares the following bid to be the lowest responsive and responsible bid received for the project:

Contractor:	Woodruff Construction of Fort Dodge, Iowa
Amount of Bid:	\$599,700.00
Portion of Project:	Entire Base Bid – NOT Including Alternate No. 01

SECTION 3. The project architect is hereby directed to work with the City Clerk and Woodruff Construction to complete the appropriate contract, performance bond, payment bond, and certificate of insurance required for this project and to bring back to the City Council said documents for formal approval at the September 6, 2022 regular City Council meeting.

PASSES AND APPROVED THIS 15TH DAY OF AUGUST, 2022, BY THE STORM LAKE CITY COUNCIL

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk



MEMO

PROJECT: STORM LAKE PUBLIC LIBRARY RENOVATION

PROJECT #: SP21122

DATE: 08/12/22

TO: CITY OF STORM LAKE

ORGANIZATION: CITY COUNCIL OF STORM LAKE

FROM: ANGELA M. McCAULLEY

COMPANY: CMBA ARCHITECTS

RE: ACCEPTANCE OF BIDS

Please find the attached document comparing the Schedule of Values, provided by Woodruff Construction on 11 August 2022, to the Estimate prepared for the Storm Lake Public Library CDBG-CV grant application. The comparison shows the bid for the work to be **\$64,271.00** over the estimated budget. Please note that some of the fees for professional services have already been paid, as well as items, such as Builder's Risk Insurance and Printing have not been added to the total project cost.

It should also be noted the discovery of hazardous materials was made after the estimate was prepared. As such, the associated costs were not factored into the initial estimate. At this time, it is the recommendation of CMBA that the City of Storm Lake proceed with the work, due to the grant award and the sensitive nature of the timeline.

Should savings need to be found in order remain within the original project budget, it is also our recommendation that the exercise of value engineering be explored, with the assistance of Woodruff Construction.

Please reach out with any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Angela McCaulley", is written over a light blue circular stamp.

Angela McCaulley, AIA, NCARB
Architect

CC: KERI NAVRATIL, SCOTT OLESEN, MAYRA MARTINEZ

ATTACHMENT: SCHEDULE OF VALUES/ ESTIMATE COMPARISON

COMPREHENSIVE PROJECT BUDGET SUMMARY

STORM LAKE PUBLIC LIBRARY - SCHEMATIC DESIGN

CONSTRUCTION COSTS				SD 1	BIDDING		
	Quantity	Unit	Unit Cost	Mat'l/ Labor	09/24/21	08/12/22	SOV CATEGORY
Building General Construction							
Conversion of Rm 109 to Patron Function Space	150	SF	\$170.00		\$25,500.00		
BUILDING GENERAL CONSTRUCTION SUBTOTAL					\$25,500.00	\$42,000.00	Door, Painting, Flooring, AC Ceiling
Mechanical, Electrical, Plumbing							
Mechanical Contractor General Conditions	1		\$20,000.00		\$20,000.00	\$83,700.00	Mobilization, Rough Carpentry, Therm & MP,
RTU	1		\$90,000.00	\$45,000.00	\$135,000.00		
Crane	2		\$5,000.00		\$10,000.00		
VAV boxes	10		\$3,000.00	\$3,000.00	\$60,000.00		
Rework mezz and boiler piping	1		\$10,000.00	\$10,000.00	\$20,000.00	\$335,000.00	HVAC
Exterior duct	1		\$25,000.00	\$12,500.00	\$37,500.00		
Insulation	1		\$10,000.00	\$10,000.00	\$20,000.00		
T&B	1		\$10,000.00		\$10,000.00		
Structural Allowance	1		\$30,000.00		\$30,000.00	\$20,000.00	Metals
Electrical Allowance	1		\$30,000.00		\$30,000.00	\$40,000.00	Electrical
Demo Allowance	1		\$15,000.00	\$1,000.00	\$16,000.00	\$25,000.00	Demolition
Controls	1		\$40,000.00		\$40,000.00		
MEP SUBTOTAL					\$428,500.00	\$503,700.00	
PROJECT SUBTOTAL					\$454,000	\$545,700.00	
TOTAL CONSTRUCTION W/O CONTINGENCY					\$454,000	\$545,700.00	
Design Contingency	2.00%				\$9,080.00	\$42,000.00	Owner Allowance
Bid Contingency/Inflation to Bid	2.00%				\$9,080.00		
Construction Contingency	4.00%				\$18,160.00		
TOTAL CONSTRUCTION W/ CONTINGENCY					\$490,320.00	\$587,700.00	
DEVELOPMENT COSTS							
Furnishings					\$12,500	\$12,000	Window Furnishings + AC Panels
Equipment - Proposed items to include:					\$18,000		
TOTAL CONSTRUCTION W/ CONTINGENCY+FURNISHINGS						\$599,700.00	
A/E Fees (CMBA + MODUS)	12.00%				\$54,480	\$54,480	
Grant Administration Fees (Simmering-Cory)					\$18,000	\$18,000	
Commissioning of HVAC System					\$5,000		
Reimbursable Expenses							
Printing	\$4,000				\$4,000	TBD	
Builder's Risk Insurance (TBD by Owner)						TBD	
SUBTOTAL					\$111,980		
Contingency	5%+				\$5,609.00		
					\$117,589.00		
					SD 1	BIDDING**	DELTA
TOTAL PROJECT COST					\$607,909.00	\$672,180.00	\$64,271.00

** Printing & Builder's Risk Not Added

Staff Summary

08/15/2022

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: Brian Oakleaf Finance Director

SUBJECT: **Work Session - Golf Course Update and discussion of Code Established Fees.**

BACKGROUND: 2 years ago Council directed City Staff, Administration and Weigand Omega Management to reduce the operating loss at the Golf Course in order to limit any tax payer subsidy to this department to an acceptable level. In addition, we have had recent inquiries to the fee structure in City Code and application of fees by Management.

We hope this session provides information to Council helpful in the decision making process.

- City Code Fees
 - Other examples, including Waterpark
 - Management Agreement controlled items
- Financial Progression
 - Revenues
 - Expenses
 - Deficit
- Scenarios of Code Change (resolution,) waiver, liability and equal application.
- Amy Von Bank - current operations, tournament financial results, continued development of revenue expansion and expense reduction.
- Additional discussion and questions from Council

FISCAL IMPACT: No action on this particular item will have a fiscal impact, but further action by Council could have a variety of effects on revenues and expenses related to golf course operations.

RECOMMENDATION: This item is for information and discussion purposes only. Any specific procedure would require additional Council action.

ATTACHMENTS:

Staff Summary

08/15/2022

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: **Resolution No. 10-R-2022-2023 Amending The Fee Resolution For The Golf Course Fees**

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION: Approve Resolution No. 10-R-2022-2023 Amending The Fee Resolution For The Golf Course Fees

ATTACHMENTS:

[Current Fee Resolution No. 75-R-2021-2022.pdf](#)

RESOLUTION NO. 75-R-2021-2022

RESOLUTION SETTING FINES AND FEES

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA that the following schedule of fees are approved and effective as of July 1st, 2022.

<u>Administration</u>	<u>Fee</u>	<u>Code Section</u>
Administrative Fee	\$30.00	
City Code Subscription (yearly)	\$50.00	
Garbage Truck Permits (per business)	\$100.00	3-1-5
Insufficient Check Fee	\$30.00	
New Friends List	\$10.00	
Peddlers Transient Merchant Permit (1 Day)	\$25.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Peddlers Transient Merchant Permit (1 Week)	\$75.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Transient Merchant Permit (28 days)	\$150.00	
Investigation Fee	\$25.00	
Solicitors Permit (per person)	\$2.00	4-3-6
Solicitors Permit (principal) (1 day)	\$25.00	4-3-6
Investigation Fee (per organization)	\$25.00	4-3-4
Investigation Fee (per Individual soliciting)		\$5.00
Solicitors Permit (principal) (1 week)	\$75.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Investigation Fee (per Individual soliciting)		\$5.00
Solicitors Permit (principal) (28 days)	\$150.00	
Investigation fee (per organization)	\$25.00	
Investigation Fee (per Individual soliciting)		\$5.00
Taxi Permit (Business)	\$100.00	4-5-3
Taxi Permit (per vehicle)	\$10.00	4-5-3
Cancel Permit Fee	\$25.00	
Freedom of Information Requests (FOIA Request)		
Single Sided Copy 8.5x11	\$.30/page	
Duplex copy 8.5x11	\$.40/page	
Single Sided Legal	\$.35/page	
Duplex Legal copy	\$.45/page	
Single Sided Ledger (11x17)	\$.70/page	
Single Sided Ledger with Color Print	\$.90/page	
Duplex Ledger (11x17)	\$.80/page	
Duplex Ledger with Color Print	\$1.00/page	
Large Format Prints (one side only and in color)	\$8.00/page	
CD Cost (for requests that ask for the files digitally on a CD)	\$10.00	
Research Hourly Rate – per hour/per person	\$25.00	
Mailing Costs – 3 pages	\$1.00	
Mailing Costs – 50 pages	\$5.00	
Mailing Costs – 100 pages	\$10.00	
Special City Council Meeting	\$250.00	

Special City Council Meeting	\$250.00
Downtown Parking Space Rental Fees (specific lots)	
Per quarter (paid quarterly)	\$75.00
Per six months (paid bi-annually)	\$112.50
Annually (paid annually)	\$150.00

Airport Hangar Rent (monthly fees)

Hangar A	\$75.00
12 Month Lease Discount Rate	\$65.00
Hangar B	\$75.00
12 Month Lease Discount Rate	\$65.00
Hangar C (VT)	\$400.00
Hangar D	\$92.00
12 Month Lease Discount Rate	\$80.00
Hangar E	\$110.00
12 Month Lease Discount Rate	\$95.00
Hangar F	\$156.00
12 Month Lease Discount Rate	\$135.00
FBO Stall	\$173.00
12 Month Lease Discount Rate	\$150.00

Daily Inside Storage/per night	\$30.00
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Building Official

Central Business District Bench & Flower Pot Permit	\$25.00	
Driveway (Curb) Cut, Inspection & Marking Residential	\$150.00	
Driveway (Curb) Cut, Inspection & Marking Commercial	\$200.00	
ROW Temp Closure Permit	\$25.00	
Building Moving Permit (Per Bldg)	\$100.00	5-1-1
Demolition Permit	\$50.00	
Pool Inspection	\$20.00	8-8-11
Re-inspection Fee (after 1 per inspection)	\$35.00	
No Show Fee (per event)	\$50.00	
Rental Registration Fee – Yearly (July 1st – June 30th)		
Base Registration Fee (Structure and 1 unit)	\$10.00	5-8-9
Additional unit in excess of 1 (per unit)	\$5.00	5-8-9
Late Registration Fee - Per Landlord License		\$50.00 5-8-9
Additional unit in excess of 1 (up to 6 units)	\$50.00	
Property Maintenance Ordinance Appeal	\$150.00	Zoning Ord.
Variance Request	\$150.00	Zoning Ord.
Zoning Request	\$200.00	Zoning Ord.
Conditional Use	\$300.00	Zoning Ord.
Sub-Division Application Fee	\$300.00	
Sidewalk Repair Permit Fee	\$0	

New Construction Incentive

Single Family Attached and Single Family Detached Dwelling \$1.00
(only valid from March 2, 2020 to December 31, 2020 with
Council approval)

Building & Sign Permit Fees

Building & Sign Permit <\$1,200	\$22.02	5-2-2
Building & Sign Permit \$1,200-2,000		5-2-2
\$22.02 + \$2.88 for each additional \$100.00 over \$1,200		
Building & Sign Permit \$2,001-25,000		5-2-2
\$45.06+ \$9.16 for each additional \$1,000.00 over \$2,000		
Building & Sign Permit \$25,001-50,000		5-2-2
\$255.74 + \$6.22 for each additional \$1,000.00 over \$25,000		
Building & Sign Permit \$50,001-100,000		5-2-2
\$411.24+ \$4.15 for each additional \$1,000.00 over \$50,000		
Building & Sign Permit \$100,001 or more		5-2-2
\$618.74+ \$3.61 for each additional \$1,000.00 over \$100,000		
Portable Sign Permit (14 days)	\$30.00	Zoning Ord.

Electrical Fees

For New Residences		5-4-9
Single Dwelling	\$38.00	
Duplex Dwelling	\$56.75	
Triplex Dwelling	\$75.50	
4-Plex Dwelling	\$113.00	
Multi Units Between 5 and 12	\$156.75	
Over 12 Units	\$156.75 plus \$38.00 each over 12	
For New Commercial or Industrial Buildings		
First \$5,000.00 at \$8.00 per/\$1,000.00 of cost		
Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost		
Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost		
Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost		
Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost		
All over \$25,000.00 at \$1.50 per/\$1,000.00 of cost		

For Rewiring, Repairs or Alterations on Residence, Commercial and Industrial Buildings

\$100.00 to \$150.00 electric contract	\$6.75
\$151.00 to \$200.00 electric contract	\$8.00
\$201.00 to \$250.00 electric contract	\$9.25
\$251.00 to \$300.00 electric contract	\$10.50
\$301.00 to \$350.00 electric contract	\$11.75
\$351.00 to \$400.00 electric contract	\$13.00
\$401.00 to \$450.00 electric contract	\$14.25
\$451.00 to \$500.00 electric contract	\$15.50
\$501.00 to \$1,000.00 electric contract	\$23.00
\$1,001.00 to \$2,000.00 electric contract	\$28.00

All over \$2,001.00 \$28.00 plus \$1.50 per \$100.00

Plumbing Fees

For New Residences	5-3-10
Single Dwelling	\$38.00
Duplex Dwelling	\$56.75
Triplex Dwelling	\$75.50
4-Plex Dwelling	\$113.00
Multi Units Between 5 and 12	\$156.75
Over 12 Units	\$156.75 plus \$38.00 each over 12
For New Commercial or Industrial Buildings	
First \$5,000.00 at \$8.00 per/\$1,000.00 of cost	
Second \$5,000.00 at \$6.75 per/\$1,000.00 of cost	
Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost	
Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost	
Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost	
All over \$25,000.00 at \$1.75 per/\$1,000.00 of cost	
For Repairs or Alterations on Residence, Commercial and Industrial Buildings	
\$100.00 to \$150.00 plumbing contract	\$6.75
\$151.00 to \$200.00 plumbing contract	\$8.00
\$201.00 to \$250.00 plumbing contract	\$9.25
\$251.00 to \$300.00 plumbing contract	\$10.50
\$301.00 to \$350.00 plumbing contract	\$11.75
\$351.00 to \$400.00 plumbing contract	\$13.00
\$401.00 to \$450.00 plumbing contract	\$14.25
\$451.00 to \$500.00 plumbing contract	\$15.50
\$501.00 to \$1,000.00 plumbing contract	\$23.00
\$1,001.00 to \$2,000.00 plumbing contract	\$28.00
All over \$2,001.00	\$28.00 plus \$1.50 per \$100.00

Campground

Class A Site	\$30.00
(Lake View, Patio, Water, Sewer, Electric, Cable TV, Fire Pit)	
Class C Site	\$28.00
(Lake View, Patio, Water, Sewer, Electric, Fire Pit)	
Class E Site	\$25.00
(Water, Sewer, Electric)	
Class F Site	\$20.00
(Electric)	
Class G Site	\$12.00
(Tent)	
Long Term Stay Rate	

Limited to Long Term Stay slots which include Water, Sewer, Electric
Minimum 30 day stay paid in advance – 10% off

Extra Vehicle Parking (if space available)	\$5.00
Non-Campers Dump Station (per event)	\$5.00
Non-Camper Shower (per shower)	\$5.00

Fire Department

False Alarm Fee (after 1)	\$150.00	4-7-16
Liquor License Inspection Fee	\$50.00	
Fireworks Display (Mortar sizes from 1-3 inches)	\$150.00	
Fireworks Display (Mortar size larger than 3 inches)	\$250.00	
Emergency Response and/or Cleanup of Material (per hour)		
Large Fire Apparatus	\$150.00	
Fire Commander Vehicle	\$75.00	

Golf Course

Single Season Pass	\$325.00
Family Season Pass - Family: Two or more persons (one of whom is the householder) related by birth, marriage, or adoption, living together and sharing common living, sleeping, cooking, and eating facilities within an individual housing unit as defined by the Storm Lake Zoning Code.)	\$600.00
Junior Season Pass (17 and Under)	\$50.00
Electric Cart Storage	\$300.00
Gas Cart Storage	\$285.00
Locker Rent/yr	\$20.00
Golf Club Rental	\$10.00
Trail Fee (per day)	\$10.00
Pull Cart Rental	\$3.00
Pull Cart (year)	\$65.00
Trail Fee (year)	\$170.00
10 Round Punch Card	\$125.00
Discount Tickets – per 9 holes (sold in advance with minimum quantity of 50)	\$10.00
Weekday 9 Holes	\$15.00
Weekday 18 Holes	\$20.00
Weekend 9 Holes	\$20.00
Weekend 18 Holes	\$25.00
Cart Rental 9 Holes	\$15.00
Cart Rental 18 Holes	\$25.00
Yearly Cart Rental	\$325.00
Hall Rental	\$250.00
Hall Rental - Friday Setup Fee	\$100.00

(Valid only after 5:00 pm Friday with following Sat. rental)

Hall Rental (weekday 4hrs or less) \$100.00

Bar Setup Fee (Event Center Only) \$100.00

Group Golf Rates Without Cart Rental As Set by the Following Table

# Rounds per Event	9 Holes	18 Holes
0-25	Regular Rate / Round	Regular Rate / Round
26 0-50	\$12.00 / Round	\$15.00 / Round
51-99	\$9.00 / Round	\$10.00 / Round
100+	\$8.00 / Round	\$9.00 / Round

Police

Administrative Fee	\$30.00		
Alarm Business Permit Application	\$75.00	4-7-6	
Alarm Business Permit Renewal	\$75.00	4-7-9	
False Alarm Equip Malfunction (after 3)	\$75.00	4-7-16	
False Alarm	\$75.00	4-7-16	
Building Escorts (per car)	\$75.00	5-1-3	
Cat License – Not Neutered/Spayed (per year)		\$20.00	8-4-2
Neutered/Spayed (per year)	\$10.00		
Dog License – Not Neutered/Spayed (per year)		\$20.00	8-3-2
Neutered/Spayed (per year)	\$10.00		
Fingerprinting	\$10.00		
Impound/Storage Fee (per day)	\$30.00	8-6-5	
Impound Storage Fee – felony related (per day)		\$50.00	
Parking Fine	\$15.00	9-11-4	
Police Escort Fee – per hour, per unit	\$75.00	5-1-3	
Emergency Response and/or Cleanup of Material (per hour)			
Police Vehicle (per vehicle)	\$75.00		

King's Pointe Outdoor Aquatic Center

Family Season Pass	\$275.00
(up to 5 family members can be included on Pass, Children 4 and under need not be on pass, as they are free.)	
Up to 4 additions of children 5-12 years old @\$55 each	
Single Season Pass (children and adults)	\$150.00
Adult BV Resident Daily Pass (Age 12+)	\$8.00
Child BV Resident Daily Pass (Age 5-11)	\$5.00
Children (Age 5-11) Standard Pricing	\$12.00
Adults (Age 12+) Standard Pricing	\$15.00
4 and under	free
Twilight Pricing (after 3:00)	
Age 12+	\$7.50
Age 5-11	\$6.00
Age 0-4	free
Land Lovers	\$5.00

Roadway Maintenance

Street Cuts & Replacement - Half Street	\$800.00
Street Cuts & Replacement Full Street	\$1600.00

Sewer

Sewer Svc Permit & Connection Fee	\$150.00	3-2-4
Private Wastewater System Permit	\$50.00	3-2-3

Shelter House

Rental Fee - Mon. - Thurs., per side	\$55.00	
Rental Fee - Fri., Sat., & Sun., per side	\$80.00	\$110.00
Damage Deposit - per side	\$100.00	\$200.00
AWAYSIS Pavilions - per time slot (3 times available)	\$25.00	
Frank Starr Park Open Shelter - per time slot (2 times available)	\$50.00	
Campground Open Shelter - per time slot (2 time slots available)	\$50.00	
AWAYSIS Great Lawn - per day	\$200.00	
Band Shell - per day	\$25.00	

Water

Door Tag Fee	\$20.00	3-5-3
Meter Testing Fee (within 2%)	\$50.00	3-4-20
Shut Off - 8 AM to 3 PM	\$50.00	3-4-19 & 3-5-3
Shut Off - After 3 PM	\$75.00	3-4-19 & 3-5-3
Water Svc Permit & Connect Fee	\$150.00	3-4-5
Water Tapping Fee (per inch)	\$65.00	3-4-5
Outside City Limits Hook-up Fee	\$1,500.00	3-4-6
Combined Utility Deposit	\$160.00	
Bulk Water Sales Access Card	\$10.00	

PASSED AND APPROVED this 16th day of May, 2022.



Michael Porsch, Mayor

ATTEST:



Mayra A. Martinez, City Clerk

Staff Summary

08/15/2022

Agenda Item # F.9.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
[p \(712\) 732-8000](tel:(712)732-8000)
[f \(712\) 732-4114](tel:(712)732-4114)

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil City Manager

SUBJECT: **Work Session- Golf Cart Use on City Streets**

BACKGROUND: On July 22, 2022, David R. Archer M.D. submitted a request to City Manager Navratil requesting that Council address golf cart use from Lakeside to Sunrise Pointe Golf Course.

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

ATTACHMENTS:
[08152022 - Golf Carts - Memo Style.pdf](#)

From: Archer, Dave R. <David.Archer@unitypoint.org>

Sent: Friday, July 22, 2022 2:01 PM

To: Keri Navratil <Navratil@stormlake.org>

Cc: CityClerk@stromlake.org

Subject: Golf Cart use _____

Sear Ms Navratil,

Please consider adding an item to the city council agenda addressing golf cart use from Lakeside through Sunrise Park to the ~~Sunrise Point golf course~~. I would be happy to present relevant information in person.

David R. Archer M.D.

Family Practice, Occup. Med.

UnityPoint Health

620 Northwestern Drive

Storm Lake, Iowa 50588

(712)732-5030 office

(712)732-1519 fax

unitypoint.org

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Staff Summary

08/15/2022

Agenda Item # F.10.



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

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION: September 19, 2022 - Discuss allowing pets at public events
October 17, 2022 - Campground Operations Review

ATTACHMENTS: