

**CITY OF STORM LAKE
REGULAR COUNCIL SESSION MEETING,
CITY HALL
COUNCIL CHAMBERS
AUGUST 1, 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. [BVRMC AWARE 2022 5k Walk /Run Request](#)
 - 4. [SLPD City Code Enforcement Update](#)
- E. **Unfinished Business**
- F. **New Business**
 - 1. [Motion to Approve Agreement with ISG for Lead Service Line Replacement Preliminary Engineering Report](#)
 - 2. [Motion To Set Public Hearing On Proposal To Enter Into A Development Agreement With Brash, L.L.C.](#)
 - 3. [Motion to Set Public Hearing for Plans, Specifications, Form of Contract, and Engineer's Estimate for the 6th Street Utility Extension Project](#)
 - 4. [Resolution No. 06-R-2022-2023 Setting Public Hearing for Plans, Specifications, From of Contract and Engineer's Estimate for the Storm Lake Library HVAC Renovation Project](#)
- G. **City Council Requested Items**

- 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.

H. **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

08/01/2022

Agenda Item # D.1.



City of Storm Lake
PO Box 1086
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REPORT TO: Honorable Mayor & Council

FROM: Mayra Martinez

SUBJECT: Consent Agenda

BACKGROUND: The Consent Agenda includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the July 18, 2022 City Council Minutes
- Acknowledge the June 2022 Library minutes
- Acknowledge the June 2022 Airport minutes
- Approve renewal liquor licenses for Yesway #1169, Casey's Store #3679, Coffee Tree
- Approve to 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 Easement with Brash LLC for the 6th Street Project
- Approve BVRMC Aware2022 5k Walk/Run Request
- Approve the SLPD City Code Enforcement update..

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills -- \$1,507,156.20
- King's Pointe & Sunrise Pointe Golf Course Bills -- \$255,004.76

The City will receive the following revenues:

- Liquor License Renewal Fees --\$1,145.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

[City Claims Report 08012022.pdf](#)
[Kings Pointe Claims 08012022.pdf](#)
[07182022 City Council Minutes.pdf](#)
[June 2022 Library Minutes.pdf](#)
[June 2022 Airport Minutes.pdf](#)
[Yesway #1169 Liquor Application 2022.pdf](#)
[Casey's Store #3679 Liquor Application 2022.pdf](#)

Coffee Tree Liquor Application 2022.pdf
Easement - Brash LLC



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 07/21/2022 - 08/03/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Joyce's Greenery	BVC	Soft Scape Items	3,658.00
Buena Vista County Emergency Manageme	BVC	FY2023 EM Assessment	3,380.70
Joyce's Greenery	BVC	Casino LS Landscaping	4,399.67
Control System Specialists, LLC	BVC	Coil Repairs	309.00
Buena Vista County Attorney	BVC	Jan-June 2022 City Collections	131.47
Buena Vista County Solid Waste	BVC	Recycling	212.68
	BVC Total:	12,091.52	
Contract/Agreement			
Godbersen-Smith Construction Co., Inc	Contract/Agreement	Pay #4 of Hwy 7/110 Intersection	632,188.70
Kramer Well Drilling, LLC	Contract/Agreement	Pay #3 of Fiber Improvements - 2021	59,505.82
I & S Group, Inc	Contract/Agreement	Construction Admin	1,087.50
	Contract/Agreement Total:	692,782.02	
Local			
MidAmerican Energy Company	Local	Electric Services	72,861.09
Rebnord Technologies, Inc	Local	FY2023 Computer Rotation	51,698.75
Smith Concrete Service Inc	Local	Concrete	4,946.50
Bomgaars Supply, Inc	Local	Supplies	2,656.96
Stanton Electric, Inc	Local	Bandshell Repairs	2,047.50
Deere Credit, Inc	Local	Water Pump Repairs	1,593.40
WalMart #01-1526	Local	Supplies	1,583.69
Larson Oil & Distributing Co, Inc	Local	Supplies	1,266.90
Reding's Gravel & Excavating Co., Inc	Local	Rock	1,202.88
Graffix Inc	Local	Kids Fest Supplies	1,007.73
A & A Automotive	Local	Fluid Pump Heater Replacement	897.86
Edwards Storm Lake	Local	Tensioner Replacement	656.10
Graffix Inc	Local	Kid Fest Uniforms	601.25
Arnold Motor Supply, LLP	Local	Supplies	455.71
Arctic Glacier International Inc	Local	Ice	420.28
Smith Concrete Service Inc	Local	Concrete	328.95
Visual Edge Inc	Local	Copier Maintenance Agreement	265.78
Iowa Office Supply Inc	Local	Bands- Kids Fest	250.00
Qwest Corporation	Local	Phone Service	247.10
King's Pointe Resort	Local	Comp Plan Services	240.00
McCrea Eneterprises	Local	Paint Supplies	194.70
Michael Rust	Local	Muck Boots	144.95
The Sign Shed & Graphics	Local	Signs- Kids Fest	132.58
A & A Automotive	Local	AC Repairs	132.28
Iowa Office Supply Inc	Local	Office Supplies	126.65
McCrea Eneterprises	Local	Paint Supplies	112.20
Rent-All, Inc	Local	Skidloader & Auger Rental	109.00
Stanton Electric, Inc	Local	Site 303 Repairs	91.87
A & A Automotive	Local	Serviced P-6	171.94
Hy-Vee, Inc	Local	Supplies- Less Tax	82.60
Rent-All, Inc	Local	Scaffolding	77.00
A & A Automotive	Local	Serviced P-10	74.77
McCrea Eneterprises	Local	Paint Supplies	73.45
A & A Automotive	Local	Serviced P-11	72.10
Rebnord Technologies, Inc	Local	Dock	137.93
Storm City Auto Parts, Inc	Local	Hose Fittings	67.64
Iowa Office Supply Inc	Local	Labels	63.16
Vetter Equipment	Local	Supplies	56.88
A & A Automotive	Local	Serviced P-13	112.48
Melanders TV & Appliances	Local	Service Call	110.00

My Buy Local_v1
Payment Date Range: 07/21/2022 - 08/03/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
McCrea Eneterprises	Local	Paint Supplies	54.45
Fastenal Company	Local	Vests	52.94
Storm Lake Hearing Aid Service, Inc	Local	Audiometric Screening- Taylor	50.00
Fastenal Company	Local	Supplies	49.31
McCrea Eneterprises	Local	Paint Supplies	48.75
A & A Automotive	Local	Tire Repairs	32.65
Michael P. Reinert	Local	Grease	30.00
A & A Automotive	Local	Tire Repairs	26.12
Vetter Equipment	Local	Supplies	18.49
Plumbing & Heating Wholesale, Inc	Local	Supplies	17.75
Dianne Johnson	Local	Thyro- Tabs- Less Tax	13.20
O'Reilly Automotive Inc	Local	Filter	9.41
Iowa Office Supply Inc	Local	Office Supplies	6.87

Local Total: 147,782.55
Non-Local

North Star International Trucks, Inc	Non-Local	2022 Tandem Plow Truck	188,045.00
Carco Automotive Inc	Non-Local	2019 International 7400 Plow Truck	158,875.00
Iowa Department of Natural Resources	Non-Local	City Share of Frank Starr Shoreline Armoring	40,000.00
Eastern Aviation Fuels, Inc	Non-Local	Jet Fuel	36,328.17
Central Pump & Motor, LLC	Non-Local	Pump Replacement	22,615.28
Municipal Supply, Inc	Non-Local	Meters	20,300.80
Mississippi Lime Company	Non-Local	Lime	13,985.70
Cannon Moss Brygger & Associates, PC	Non-Local	Construction Services	4,428.00
Civic Plus	Non-Local	Website Development (ADA)	4,408.56
General Traffic Controls, Inc	Non-Local	N Lake Ave & 590th Signal Services	3,141.00
Ed M. Feld Equipment Company, Inc	Non-Local	TIC Kit	2,850.00
Linde Inc	Non-Local	Carbon Dioxide	2,433.99
Streicher's, Inc	Non-Local	Training Equipment	2,359.00
Bierschbach Equipment & Supply Company	Non-Local	Pavement Saw	2,242.00
Marcus Lumber Company Corp	Non-Local	Doors & Frames	2,068.83
NW Iowa Planning & Development Commi	Non-Local	SHIELD Draw FY2023	2,000.00
Central Pump & Motor, LLC	Non-Local	Add'l Svc to Controls	1,950.00
Consolidated Fleet Services, Inc	Non-Local	Inspection Services	1,389.50
Iowa Department of Natural Resources	Non-Local	FY2023 NPDES Permit #1178001	1,275.00
Thompson Electric Company	Non-Local	FY2023 Simon Software Subscription	2,400.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,124.50
Education Speciality Publishing	Non-Local	Promo Material	776.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	1,397.30
New Pig Corporation	Non-Local	Absorbant Material Replenishment (Tyson Spi	565.48
Chicago, Central & Pacific Railroad Co	Non-Local	Elmwood Drive Lease	565.00
Barco Municipal Products, Inc	Non-Local	Light	539.35
ATCO Manufacturing Company	Non-Local	Supplies	469.00
Woodley Insurance & Real Estate Agency, I	Non-Local	7/12/2022 Market Valuation- 604 Geisinger	425.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	422.00
GPM Environmental Solutions, LLC	Non-Local	Calibration Services	412.00
Boji Portable Toilets Inc	Non-Local	Portable Toilet Services	400.00
Twin Rivers Media, LLC	Non-Local	Advertising	400.00
Boji Portable Toilets Inc	Non-Local	Portable Toilet Services	280.00
Hanna Instruments United States Inc	Non-Local	Magnetic Stirrer	263.50
Schumacher Elevator Company	Non-Local	Elevator Maintenance Agreement	229.50
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	222.00
Marcus Lumber Company Corp	Non-Local	Supplies	197.92
Amerigas	Non-Local	Propane	183.41
Engel Agri-Sales, Co	Non-Local	Blades	175.00
Underground Location Company	Non-Local	Locate Services	159.80
University Enterprises, Inc	Non-Local	7/22 Enrollment- Christiansen	450.00
BlueTarp Financial, Inc	Non-Local	Fuel Caddy	141.99
Canine Development Group, Inc	Non-Local	Annual Handler Subscription	140.00
Hach Company	Non-Local	Testing Supplies	125.42
Dale Vitito	Non-Local	Uniform	118.89

My Buy Local_v1**Payment Date Range: 07/21/2022 - 08/03/2022**

Vendor Name	Buy Local Info	Payable Description	Total Payments
Island Sprinkler Supply Company	Non-Local	Couplers	96.47
W. W. Grainger, Inc	Non-Local	Waders	91.34
Engel Agri-Sales, Co	Non-Local	Blades	77.37
University Enterprises, Inc	Non-Local	7/22 Water Operator 1- keokham	75.00
Iowa Lakes Regional Water	Non-Local	Water Service	72.31
Petersen Manufacturing	Non-Local	Plaque	53.53
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	32.00
James M. Sweeney & Associates, Inc	Non-Local	Background Checks	28.00
University Enterprises, Inc	Non-Local	7/22 Test Booklets- Beckman	25.00
Erik E Mosbe	Non-Local	Switch	20.50
UPS	Non-Local	Shipping	14.16
Non-Local Total:		523,864.57	
Payroll/Refunds			
Jorge Tarin	Payroll/Refunds	Dist Grade 1 Cert Fee	42.54
Kane Pedersen	Payroll/Refunds	Water Treat Grade 2 Cert Fee	74.83
Jorge Tarin	Payroll/Refunds	Water Dist 1- Testing 2/24/20	90.00
Payroll/Refunds Total:		207.37	
Grand Total:		1,376,728.03	

King's Pointe Resort

Claims Publication

From 7/14/2022 to 7/27/2022

Vendor	Description	Amount
360 Custom Designs, LLC	Services	\$ 6,412.75
ACCO Unlimited Corporation	Supplies	\$ 4,171.40
Alliant Energy	Utilities	\$ 132.93
Altour A&I LLC	Services	\$ 10.00
Amazon Capital Services, Inc	Supplies	\$ 260.61
Andrew Eberhardt	Reimbursement	\$ 267.80
Arnold Motor Supply, LLP	Supplies	\$ 19.74
Assa Abloy Global Solutions	Services	\$ 3,407.84
Buena Vista County Environmental Health	Services	\$ 1,529.00
Buena Vista University	Services	\$ 707.08
Cintas Corporation	Supplies	\$ 1,412.02
Continental Fire Sprinkler Company	Services	\$ 563.75
Doll Distribution	Beverages	\$ 3,055.85
Ed M. Feld Equipment	Supplies	\$ 99.00
Foundation Analytical Laboratory, Inc	Testing	\$ 75.00
Grainger	Services	\$ 1,043.99
Gray Media Group DBA KTIV	Advertising	\$ 1,963.00
GuestSupply	Supplies	\$ 2,691.40
HD Supply Facilities Maintenance LTD	Supplies	\$ 556.85
Hermel Wholesale	Food	\$ 466.96
HyVee	Beverages	\$ 1,352.35
Imagine The Possibilities Inc	Refund	\$ 150.00
Johnson Brothers	Beverages	\$ 3,608.65
Joyce's Greenhouse	Services	\$ 2,513.00
KAYL/KKIA	Advertising	\$ 341.25
Kelli's Gift Shop Suppliers	Supplies	\$ 1,903.99
Koenig Portable Toilets	Services	\$ 267.50
Larry Dunbar	Refund	\$ 550.00
Laurens House of Print, LTD	Supplies	\$ 386.06
Loffredo Gardens	Food	\$ 731.60
M3 Accounting Services Inc.	Services	\$ 774.97
Marcus Lumber Co	Supplies	\$ 58.95
Martin Brothers	Food	\$ 9,196.36
MidAmerican Energy	Utilities	\$ 22,094.68
Mike's Lawn Service, Inc.	Services	\$ 126.38
Mood Media North America Holding LLC	Services	\$ 114.00
Office Elements	Supplies	\$ 107.20
Olsen Welding & Machine	Services	\$ 15.00
Oscar Rosales	Refund	\$ 550.00
Party Productions Inc.	Services	\$ 553.78
Paul Christian	Refund	\$ 550.00
Pepsi Beverages Company	Beverages	\$ 1,562.31

Pinnacle Communications	Services	\$ 250.00
Power Solutions Inc.	Services	\$ 610.00
Rebnord Technologies, Inc.	Services	\$ 2,973.33
Sceptre Hospitality Resources, LLC	Services	\$ 3,437.73
Schumacher Elevator Company	Services	\$ 1,666.26
SESAC LLC	Services	\$ 594.82
SGS, LLC	Services	\$ 40.00
Silverware POS Inc.	Services	\$ 250.00
Steve's Window Service	Services	\$ 235.00
Storm Lake Ace Hardware	Supplies	\$ 41.99
Sysco Iowa, Inc.	Food	\$ 12,249.74
Travel and Transport, Inc.	Services	\$ 80.92
TY Inc.	Supplies	\$ 241.76
Verizon Wireless	Utilities	\$ 126.26
Viviana Vasquez	Refund	\$ 200.00
Vizergy	Services	\$ 1,241.45
W-O Mgmt Fee- June 2022	Contract	\$ 10,653.34
W-O Payroll 7/22/22	Payroll	\$ 143,757.16
		<u>255,004.76</u>

**CITY OF STORM LAKE CITY HALL COUNCIL CHAMBERS REGULAR COUNCIL
SESSION MEETING, JULY 18, 2022, 5:00 PM**

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

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Police Chief Chris Cole, Fire Chief Glenn Schlessner, 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, Finance Director Brian Oakleaf, 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 Porsch called the meeting to order at 5:00 pm.

Pledge of Allegiance

Agenda - Moved by Council Member Ricklefs to approve setting the agenda. Seconded by Council Member Martinez. Vote: All ayes with Council Member Rice absent. Motion carried.

Disclosures – None at this time.

Hear the Public - Craig Boyd from 307 W Lakeshore Drive voiced his concerns about the Sunrise Pointe golf trail fees that the Traveling Senior Golf League need to pay when playing on this golf course. Amy Von Bank with King's Pointe/Sunrise Pointe stated that management of the golf course is enforcing the rules and fees universally and consistently this year with all individuals and groups. City Manager Keri Navratil stated that the fee resolution was passed before the golf season started this year. Request for a change on a resolution, an individual will need to write a special request and submit it to City Hall for consideration for the August 15th, 2022, Council meeting.

Amy Von Bank spoke to the Council and said thank you for partnering with King's Pointe for KidsFest and all other entities who helped and supported the event. We had a banner day, and we are looking forward to next year - thank you.

Mayor Porsch thanked Amy for the organization of the event and also thanked all of the City staff, employees, organizations and groups who helped and dedicated their time to this event. Thanks to everyone involved as it was a great day.

Consent Agenda - Moved by Council Member Ramos to approve the Consent Agenda, list of bills Check #'s 78623 through 78688, EFT #'s 892, 3143 through 3193, King's Pointe and Sunrise Pointe disbursements, approve the July 5, 2022, City Council Minutes, acknowledge the May 2022 Library minutes and May 2022 Airport minutes, approve Easement for Richland Street. Renewal liquor licenses for El Mexicano and Storm Lake Honda (5-day license), BVU Welcome Back Week noise variance request for the 26, 27, & 28 August, request for temporary street closures and parking for BVU move in and move out 2022 and 2023, Buddhist Temple noise variance request for September 4th, 2022 from 1:00 pm to 1:00 am, Gospel Fellowship noise variance request Sunday July 31st 2022

from 10:00 am to 11:30 am and Sunday August 7th 2022 from 10 am to 11:30 am, Step Up Storm Lake Half Marathon request for September 3rd, noise variance request for Storm Lake Honda outdoor for August 13th concert from 8:00 pm to 11:00 pm, and SLPD City Code Enforcement update. Seconded by Council Member McKinney. Vote: All ayes with Council Member Rice absent. Motion carried.

Unfinished Business - None

Radio Park Lift Station Project - Moved by Council Member McKinney to approve adopting Resolution No. 05-R-2022-2023 approving Change Order No. 3 extending the substantial completion to September 1, 2022, for the Radio Park Lift Station project. Seconded by Council Member Ricklefs. Roll call vote: All ayes with Council Member Rice absent. Motion carried.

RESOLUTION NO. 05-R-2022-2023

RESOLUTION ADOPTING CHANGE ORDER NO. 3 FOR THE RADIO PARK LIFT STATION PROJECT

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the Radio Park Lift Station Project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law; and

WHEREAS, a contract in the amount of \$494,028.00 was awarded to Christiansen Construction, Inc. for the project; and

WHEREAS, Change Order No. 1, approved on June 21, 2021, decreased the project cost in the amount of \$1,245.08 for a total contract amount of \$492,782.92.

WHEREAS, Change Order No. 2, approved on December 6, 2021, increased the project cost in the amount of \$1,356.76 to the contract for a total contact amount of \$494,139.68.

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

Section 1. To approve Change Order No. 3 to extend the substantial completion to September 1, 2022 of the contract for work performed by Christiansen Construction, Inc.

Section 2. That the Mayor and Clerk are hereby directed to execute this Change Order No. 3.

PASSED AND APPROVED this 18th day of July 2022.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

120 Water Software Agreement - Moved by Council Member Martinez to approve the Water Treatment Plat 120 Water Software agreement. Seconded by Council Member Ricklefs. Vote: All ayes with Council Member Rice absent. Motion carried.

Test Wells - Moved by Council Member Ricklefs to approve proposal and award contract for Test Wells to Sargent Drilling. Seconded by Council Member Ramos. Vote: All ayes with Council Member Rice absent. Motion carried.

City Dog Ordinance Work Session

Chief Cole presented an overview to the City Council the City ordinances and State regulations the Police department uses when handling dog and cat complaints. They basically receive three types of complaints: dogs and cats running loose, dogs and cats causing noise issues (barking), and animal welfare checks.

Council Member Martinez stated that she thinks the City has a problem with dogs in the City as there are several dog bites instances that come into the hospital, and this is not a police issue but an education issue in our community. City Council considers the ordinance to be fine but could always be more proactive when animals are running loose, providing more education and communication about the leash law and avoidance of dog bites to the community.

City Manager Keri Navratil stated that some City ordinances for public events don't allow pets at public events. City staff can research this topic more if advised to do so. She also mentioned that the city has already put out press releases and information to the public regarding pets needing to be on a leash and certainly do this again.

City Council Requested Items - The August 15, 2022, Council Meeting will discuss trail fees for the Senior Citizen Golf tournaments and add an item on the agenda for Council action at that meeting. A work session will be added to the September 15, 2022, Council meeting to discuss allowing pets at public events.

Adjourn - Moved by Council Member McKinney to adjourn at 5:52 pm. Seconded by Council Member Ramos. Vote: All ayes with Council Member Rice absent. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

609 Cayuga Street
Storm Lake, IA 50588
712-732-8026
www.stormlake.lib.ia.us
Or visit us on Facebook



Library Board Meeting, City of Storm Lake, June 13, 2022, 4:00 p.m. hybrid and telephonic due to the Pandemic

Present: Board President Mary Kay Hudspeth, Jim Eliason, Sarah Freking, Sue Lyngaas, and Barb Wells. Also present, Elizabeth Huff, Library Director and Patricia Hampton, Witter Gallery Board President.

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

Disclosures by Board Members - None

Agenda – Moved by Board Member Lyngaas to approve June 13 Agenda. Seconded by Board Member Wells. Vote all ayes. Motion carried.

Public Hearing – None

Annual Library Board Treasurer’s Report – City Finance Director Brian Oakleaf gave an annual report on the Fiscal Year 2022-2023 Library Budget. The worksheet had two columns of the last two years for comparison. Mr. Oakleaf reported on each Expense line item: how some stayed the same, were budgeted up or adjusted due to supply shortage. In the past two years, Capital Improvement Projects impacted the Repairs/Maintenance line items, and it was budgeted down for FY 22-23. The 112-line items are affected by taxes such as FICA which is governed by a Federal Code. The Group Insurance 112 line is high because the City is partly self-insured and remained 1/5 of the budget. Mr. Oakleaf assured the Board, the Revenue line for fines was low but acceptable due to the pandemic and other factors. The Revenue line for the County payment is a little below the Iowa Code 256 percentage but not far off. Mr. Oakleaf will send Director Huff information on the percentage, and she will follow up with the County Assessor. The Board thanked Mr. Oakleaf for his work on the Library Budget.

Approval of Fiscal Year 2022-2023 Library Budget – Moved by Board Member Wells to approve the Fiscal Year 2022-2023 Library Budget as per Library Board Treasurer Brian Oakleaf’s report and recommendation. Seconded by Board Member Freking. Vote all ayes. Motion carried.

Approval of Minutes – Moved by Board Member Lyngaas to approve May Minutes as amended (Kuhl changed to Kahl). Seconded by Board Member Eliason. Vote all ayes. Motion carried.

Director's Report – Board Members had no questions on the Calendar or Bar Charts. The Summer Reading Program was kicked off with Blank Park Zoo, the first bingo log blackout was submitted by a participant, Robot Friday had to be rescheduled due to unresponsive devices. The Friends furniture for the Periodical area was delivered and patrons were using the new chairs. The Renovation status: the bidding process is still ongoing. From the archive drawers, a brochure and newspaper photograph confirmed the 50-year Time Capsule buried in the front hallway will be due on June 4, 2023. The 50-year Time Capsule will not be dug up until the 100-year Time Capsule is due.

Approval of Bills – Moved by Board Member Lyngaas to approve June Bills. Seconded by Board Member Eliason. Vote all ayes. Motion carried.

Library Board Member Requested Items – Board Member Lyngaas reported that in last month's meeting, she would have appreciated being told the Contract Agreement process was taking too long. The Committee could have accommodated that observation if it had been communicated. Board President Hudspeth said she appreciated Board Member Lyngaas' comment. In addition, Board President Hudspeth reported consultation with the City Attorney did not happen within the last three weeks due to vacations. It was difficult to get a consultation appointment. Board Member Lyngaas raised the question on what movies were being shown this summer and the Director would follow up with Aimee Kampbell, Library Staff and Dana Larsen, City Hall. Board Member Lyngaas asked about the hiring process to replace a library clerk who will be attending school in August, and how it should be done soon since the library had to close early one day last week. Director Huff said she would begin the hiring process in July at the start of the new fiscal year. Board President Hudspeth said that she took full responsibility for the closing since she was told about the staff shortage that evening and Dana Larsen, City Hall helped with getting the early closing in the media. Board Member Eliason asked about any plans for a Citizenship Class. Director Huff said that she had not heard from any of the volunteer teachers from the previous Citizenship class. For the time being there will be no Citizenship Class.

Witter Gallery Report – Since Patricia Hampton arrived at the meeting at 4:40 pm, she was given the floor for her report. Mrs. Hampton reported the Witter Gallery Board approved the Contract Agreement Draft on Thursday, June 9, 2022. Board Member Lyngaas said there should be a flooring estimate for the Gallery Floor and submitted as a Capital Project. Board President Hudspeth said that under the current Agreement the Trustees cannot take of the flooring.

Adjournment – Moved by Board Member Freking to adjourn the meeting at 4:59 pm. Seconded by Board Member Lyngaas. Vote all ayes. Motion carried.

Elizabeth Huff, Library Director - Please note the above is an unapproved draft of minutes and will be approved by the Board of Trustees on July 11, 2022.

**Storm Lake Airport Commission
Regular Meeting, Airport Terminal
Monday, June 27, 2022, 4:00 PM**

Present: Commission Members Bob Ansorge, Cynthia Turner, Dan Richardson (via telephone) and Jason Dierking. Others Present: Tyler Gibbins.

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

Hear the Public – No comments.

Minutes – Moved by Commissioner Richardson to table approval of the May 9, 2022, minutes as they were not attached to the agenda. Seconded by Commissioner Turner. Vote All ayes. Motion carried.

Financial Report – Moved by Commissioner Richardson to approve the financial reports for May 2022. Seconded by Commissioner Turner. Vote: All ayes. Motion carried.

Fuel Report – Moved by Commissioner Richardson to approve the May 2022 Fuel Report. Seconded by Commissioner Turner. Vote: All ayes. Motion carried.

Commissioner Jason Dierking arrived at 4:06 pm.

Airport Manager's Monthly Report – The fuel pump on the airport diesel barrel is out of service. I did a stick reading on the fuel tanks to verify the fuel quantity. Called the City to have the detour sign moved from the end of runway 13. Reporting that only 45% of the runway lights on 17-35 are working. I attended the airport commission meeting, and I also attended the storm water meeting at City Hall. We gave plane rides to the winners of the kid's Soil Conservation Poster. We hosted a training clinic for the Storm Lake and Alta fire departments and first responders covering rescue procedures on agriculture airplane accidents. We removed a tire from hangar B and had it repaired at A&A Auto. We aired the tires on the courtesy car. Ordered and received 8,000 gallons of jet fuel.

Courtesy Car Usage: 6 Miles: 102

Fuel Meter Reading: Jet A – 598,402

AV Gas – 138,767.4

Administration Report – Annually the airport commission conducts hangar inspections of our tenants to check for any structural issues or concerns tenants may have. The Commission also takes this opportunity to ensure the hangars are being used for primarily aviation use. At this time, we need to determine when we would like to conduct this inspection. .

Airport Manager's Contract Review – Moved by Commissioner Dierking to increase the Airport Manager's contract by 3% for FY 2023. Seconded by Commissioner Turner. Vote: All ayes. Motion carried.

Adjourn – Moved by Commissioner Dierking to adjourn the meeting at 4:28 pm.

Seconded by Commissioner Turner. Vote: All ayes with Commissioner Richardson absent.
Motion carried.

Mayra Martinez, City Clerk



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

BW Gas & Convenience Retail,
LLC

NAME OF BUSINESS(DBA)

Yesway # 1169

BUSINESS

(682) 428-2400

ADDRESS OF PREMISES

1101 Lake Avenue

PREMISES SUITE/APT NUMBER

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

2301 Eagle Parkway

CITY

Fort Worth

STATE

Texas

ZIP

76177

Contact Person

NAME

Licensing Department

PHONE

(682) 428-2400

EMAIL

bwgas.permits@yesway.com

License Information

LICENSE NUMBER

LE0003114

LICENSE/PERMIT TYPE

Class E Liquor License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

Aug 22, 2022

EXPIRATION DATE

Aug 21, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Liquor License, Class C Beer Permit, Class B Wine Permit



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Thomas Nicholas Trkla	Manchester	Massachusetts	01944	Chairman, CEO and President	0.00	Yes
BW Gas & Convenience Holdings LLC	Beverly	Massachusetts	01915	Owner	100.00	Yes
Chloe Whaley						

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

CASEY'S MARKETING
COMPANY

NAME OF BUSINESS(DBA)

CASEY'S GENERAL STORE
#3679

BUSINESS

(712) 732-0041

ADDRESS OF PREMISES

207 E MILWAUKEE AVE

PREMISES SUITE/APT NUMBER

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

PO Box 3001

CITY

Ankeny

STATE

Iowa

ZIP

50021

Contact Person

NAME

Madison Paulson

PHONE

(515) 381-5974

EMAIL

madi.paulson@caseys.com

License Information

LICENSE NUMBER

LE0003127

LICENSE/PERMIT TYPE

Class E Liquor License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

Sep 19, 2022

EXPIRATION DATE

Sep 18, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Liquor License, Class C Beer Permit, Class B Wine Permit



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Publicly Traded Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
James R. Pistillo	URBANDALE	Iowa	50323	TREASURER	0.00	Yes
JOHN SOUPENE	ANKENY	Iowa	50023	VICE-PRESIDENT	0.00	Yes
MEGAN ELFERS	Clive	Iowa	50325	President	0.00	Yes
42-0935283 CASEY'S GENERAL STORE, INC.	ANKENY	Iowa	50021	OWNER	100.00	Yes
JULIA JACKOWSKI	URBANDALE	Iowa	50322	SECRETARY	0.00	Yes
JESSICA GENERAL STORES	Urbandale	Iowa	50322			
Carla Heckman						



State of Iowa

Alcoholic Beverages Division

Insurance Company Information

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



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

LABESH LLC

NAME OF BUSINESS(DBA)

Coffee Tree

BUSINESS

(712) 213-2968

ADDRESS OF PREMISES

730 Lake Avenue

PREMISES SUITE/APT NUMBER

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

P.O. Box 881

CITY

Storm Lake

STATE

Iowa

ZIP

50588

Contact Person

NAME

Clark Fort

PHONE

(712) 299-4094

EMAIL

clark.fort@century21stormlake.com

License Information

LICENSE NUMBER

LC0047496

LICENSE/PERMIT TYPE

Class C Liquor License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

Aug 6, 2022

EXPIRATION DATE

Aug 5, 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

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Svitlana Ivlyeva Fort	Storm Lake	Iowa	50588	owner	50.00	Yes
Clark Fort	Storm Lake	Iowa	50588	owner	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

United Fire & Casualty Company

POLICY EFFECTIVE DATE

Aug 6, 2022

POLICY EXPIRATION DATE

Aug 6, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

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

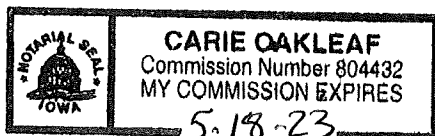
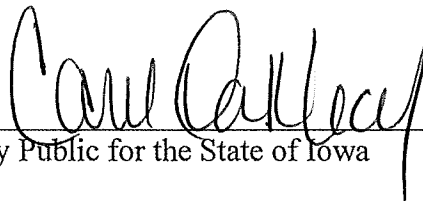
STATE OF IOWA, COUNTY OF BUENA VISTA

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

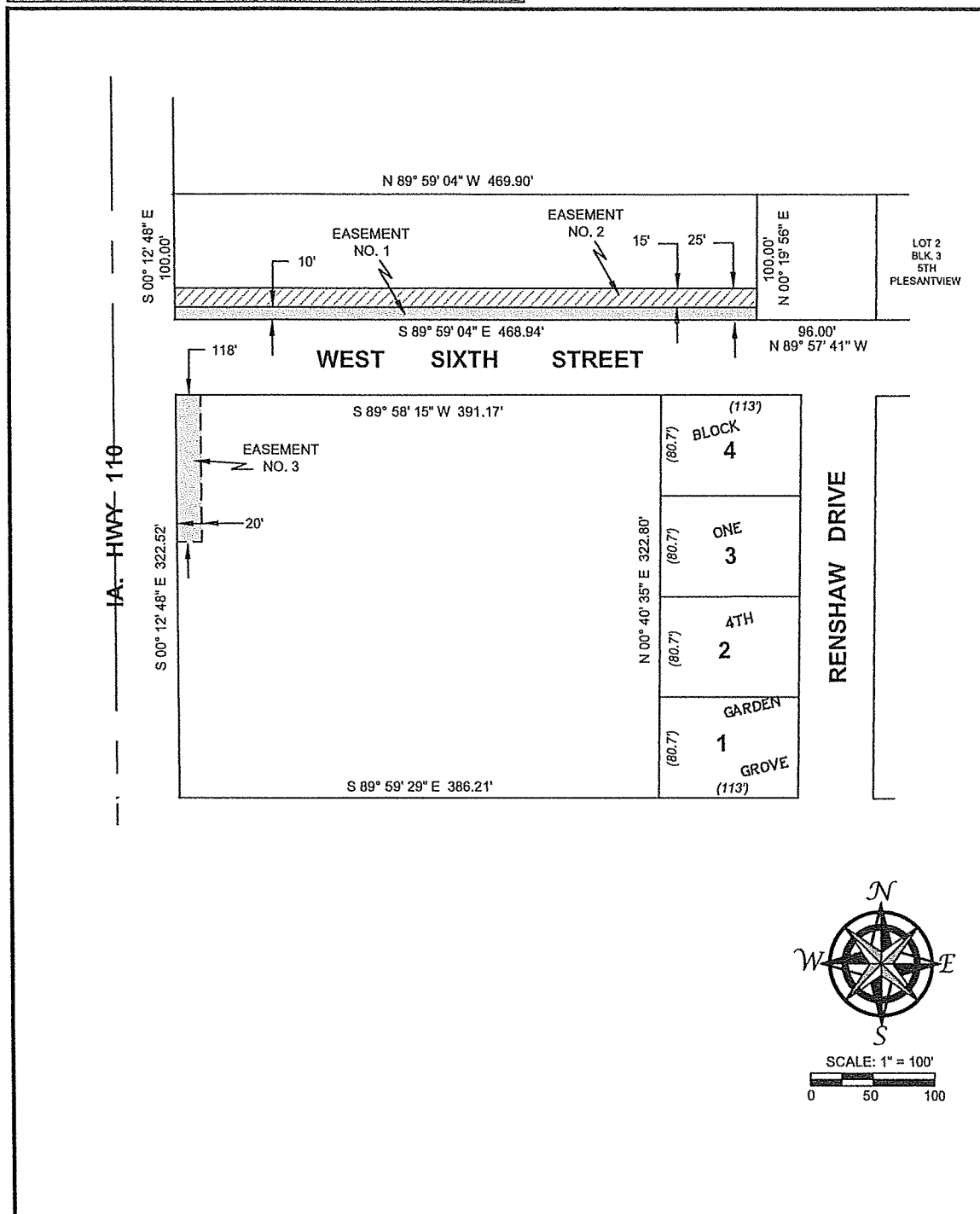
STATE OF IOWA, COUNTY OF BUENA VISTA

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	

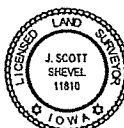
Exhibit A



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 Date: 6/6/22
 J. Scott Shevel
 License Number 11810
 My License renewal date is December 31, 2023
 Pages covered by this seal 2

ISG Architects
 Engineers
 Land Surveying
 Environmental
 Planning
 www.isg-usa.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.

	Architecture Engineering Land Surveying Environmental Planning www.isg-eps.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:	

Staff Summary

08/01/2022

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

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 BV County, and outside of BV County are presented here for Council's review. This information is presented for both the City and King's Pointe's bills. As the reader reviews the information they should note the following key notes: Costs associated with any major capital project (those bid under the State of Iowa Bid Law) are excluded from the calculation Costs associated with travel is excluded from the calculation and % Costs associated with payroll is excluded from the calculation and % In some cases there is only one vendor or an item is only available from vendors outside of the City limits and/or BV 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) Likewise if you have any questions or concerns please don't hesitate to contact city staff.

FISCAL IMPACT:

Breakout	Calculated Expenses
Buena Vista County	\$12,091.52
Contract/Agreement	\$692,782.02
Local	\$147,782.55
Non-Local	\$523,864.57
Payroll/Refunds/ PYRL Tax & Ins	\$207.37
Total Expenses:	\$1,376,728.03

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

[8.1.2022 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
OP1.125106	BRIC	7,978,418.00	7,978,418.00	106,516.49	0.00	106,516.49	7,871,901.51
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	2,399,998.33	1,087.50	2,401,085.83	132,234.17
20-23848	Storm Lake WTP- Electrical MCC Replac...	268,494.81	0.00	273,335.01	0.00	273,335.01	-4,840.20
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	224,994.00	122,300.12	0.00	122,300.12	102,693.88
22-26698	Storm Lake WTP- Well No. 21	131,000.00	131,000.00	13,635.00	0.00	13,635.00	117,365.00
22-26815	W 6th Street Utilities Extension	75,500.00	75,500.00	38,700.00	0.00	38,700.00	36,800.00
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 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	0.00	57,315.00	399,722.00
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	0.00	2,477,983.58	110,824.72
P11.120411	Highway 7/110 Traffic Lane/Signalization	4,598,729.85	229,936.50	1,255,572.57	632,188.70	1,887,761.27	2,710,968.58
P11.120478	Tulip Lane SW Improvements	443,607.50	16,739.92	440,789.42	0.00	440,789.42	2,818.08
P11.120650	2020 Expansion Blvd Improvements	1,169,938.10	2,591.74	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
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:		30,445,324.77	11,089,295.40	17,561,828.92	633,276.20	18,195,105.12	12,250,219.65

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	419,591.86	419,591.86	276,439.98	0.00	276,439.98	143,151.88
National Resiliency Disaster Grant Proje...	8,507,686.72	531,601.17	8,464,633.65	0.00	8,464,633.65	43,053.07
Sanitary Sewer Projects	3,150,559.68	618,116.84	2,824,016.32	1,087.50	2,825,103.82	325,455.86
Street Construction	8,531,584.00	411,768.53	5,076,376.00	632,188.70	5,708,564.70	2,823,019.30
Water Project	856,531.81	588,037.00	344,285.01	0.00	344,285.01	512,246.80
Report Total:	30,445,324.77	11,089,295.40	17,561,828.92	633,276.20	18,195,105.12	12,250,219.65

Staff Summary

08/01/2022
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

SUBJECT: BVRMC AWARE 2022 5k Walk /Run Request

BACKGROUND: Attached is a request from BVRMC for the annual AWARE 5k walk / run event. BVRMC is requesting a noise variance for outdoor amplified music and announcements as well as a walk / run permit.

The event is scheduled for Saturday September 17th, 2022 at 8AM and is the same route as in past years. A copy of the event insurance certificate will be dropped off at City Hall prior to the event.

FISCAL IMPACT: None

RECOMMENDATION: Approve Request

ATTACHMENTS:
[20220721083441720.pdf](#)



Chris Cole
Director of Public Safety
401 East Milwaukee
Storm Lake, IA 50588

August 1, 2022

Dear Chief Cole;

Buena Vista Regional Medical Center is requesting a help with traffic control, event permit, and a noise ordinance our annual A.W.A.R.E (annual walk and run event) effort to raise awareness about cancer and raise funds to assist individuals with cancer in meeting their personal needs.

The 5K will be held on Saturday, September 17, 2022 at 8:00 a.m., beginning and ending at the main entrance area of BVRMC. I have included a copy of our flyer and a map of the anticipated route for the event so you can determine any street closings or crossing issues.

Please note the route is the same as last year.

Regarding a noise variance, we will make some brief announcements with a loud speaker at the beginning of the race near the Kallmer Education Center entrance and at the conclusion we will have some celebratory music playing.

I will see that we deliver the certificate of insurance for the event to City Hall when we receive from our insurance carrier. We appreciated the support of the City last year and look forward to another safety-partnership for this year's event. For any additional information you may call the hospital coordinator for the event, Coleen Imming @ 712-213-8630 or send an e-mail to imming.coleen@bvrmc.org.

Thank you for your assistance with this matter.

Katie Schwint
Executive Director of Communications



AWARE Map

Staff Summary

08/01/2022

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

SUBJECT: SLPD City Code Enforcement Update

BACKGROUND: 7-13-2022 TO 7-26-2022

White Summons – 3
Total - 134
Citations – 0

Tall Grass and Weeds – 77
Accumulate Junk – 19
Junk Vehicle – 6
Grass Clippings – 24
Accumulate Trash – 7
Parking restricted to hard surfaces – 1

FISCAL IMPACT: None

RECOMMENDATION: None

ATTACHMENTS:

Staff Summary

08/01/2022

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: Matt Beckman

SUBJECT: **Motion to Approve Agreement with ISG for Lead Service Line Replacement Preliminary Engineering Report**

BACKGROUND:

This item is an agreement with ISG for preparing the Preliminary Engineering Report for the Lead Service Line (LSL) and infrastructure replacement project that will result from the findings of the 120Water LSL inventory. Following Council approval, ISG will proceed with the PER so that it is substantially complete by the time the LSL inventory from 120Water becomes available. This will facilitate filling in the blanks with the final project location areas and maps, project quantities, and cost estimates so the PER can be finalized in a timely fashion and submitted to IDNR for review and approval. ISG services also include an IUP application to SRF for project funding so the City can take advantage of the BIL cap grant for possible SRF loan forgiveness.

FISCAL IMPACT: \$15,500

RECOMMENDATION: Move to Approve Agreement with ISG for Lead Service Line Replacement Preliminary Engineering Report

ATTACHMENTS:

[Storm Lake Agreement for Lead Service Line Replacement PER.pdf](#)

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of August 1, 2022 ("Effective Date") between the City of Storm Lake ("Owner") and I&S Group, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Storm Lake – Lead Service Line Replacement Preliminary Engineering Report** ("Project").

Engineer's services under this Agreement are generally identified as follows:

A. Preliminary Engineering Report

1. New provisions in the EPA's Lead and Copper Rule require that communities perform a lead service line (LSL) inventory to determine the location of lead service lines and develop a program to replace the service lines with approved materials. The LSL replacement program must include both the publicly owned and privately owned portions of the service line. The Owner has approved an agreement with 120Water to complete the LSL inventory.
2. Engineer will review the LSL Inventory as prepared by 120Water to determine the location of both publicly owned, and privately owned lead service lines along with any publicly owned water infrastructure that is identified as lead-based.
3. Engineer will evaluate the individual segments of the water distribution system that will be disturbed by the LSL replacements to determine the cost/benefit of replacing the city owned water main based on the age, condition, and size of water main. If there are segments of water main that show a positive cost/benefit ratio, those segments will be added to the project as proposed replacement based on the Owner's concurrence.
4. Based on the LSL inventory and potential water main improvements identified, Engineer will prepare a Preliminary Engineering Report (PER) outlining the Project necessity, options for placement, sizing, Engineer's Estimate of Cost for the options evaluated, and final recommendations for replacing lead service lines within the Storm Lake water distribution system.
5. Engineer will review the PER with the Owner for concurrence and will submit the PER to the Iowa Department of Natural Resources (Iowa DNR) for review and approval.
6. Engineer will assist the Owner with an Intended Use Plan application to the Drinking Water State Revolving Fund (SRF) program for project financing along with the environmental checklist and viability assessment (if needed). Based on the goals of the Bipartisan Infrastructure Law, lead service line replacement projects are eligible for loan forgiveness through SRF.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement immediately upon approval. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, and 2.02 (Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment—Lump Sum and Hourly Rates

- A. Owner shall pay Engineer for Services as follows:
 - 1. A Lump Sum amount of **\$15,500.00**.
 - a. The Lump Sum Phases as included in the Proposal are subdivided as follows:

Preliminary Engineering Report	<u>\$15,500.00</u>
--------------------------------	---------------------------

- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Engineer shall procure and maintain Professional Liability Insurance in the Annual Aggregate amount of \$2,000,000 excluding fees, cost and expenses of investigation, claims adjustment, defense, and appeal. Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from the negligence, and professional errors or omissions, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or consultants in the performance of this Agreement (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's Professional Liability insurers in settlement or satisfaction of Owner's Claims under the terms and condition of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). Certificates of insurance will be provided to Owner upon request.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.

- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

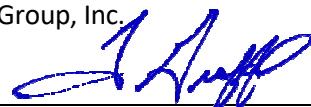
- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Storm Lake

Engineer: I&S Group, Inc.

By: _____
Print name: _____
Title: _____
Date Signed: _____

By:  _____
Print name: Tom Grafft
Title: Water/Wastewater Group Leader
Date Signed: June 21, 2022

Address for Owner's receipt of notices:

City of Storm Lake

620 Erie Street

Storm Lake, IA 50588

Address for Engineer's receipt of notices:

I&S Group, Inc.

1725 N. Lake Ave

Storm Lake, IA 50588

Staff Summary

08/01/2022

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

SUBJECT: **Motion To Set 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: Cost of publication for public notice.

RECOMMENDATION: Set Public Hearing For August 15, 2022, at 5:00 P.M. in the Council Chambers.

ATTACHMENTS:

Brash L.L.C. DA - West 6th Street Agreement - Notice of Public Hearing.pdf
Brash, L.L.C. DA - Execution Version (Revised)Signed.pdf

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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

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

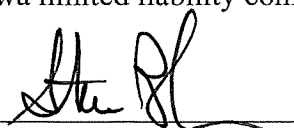
ATTEST:

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]*

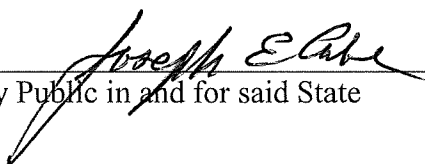
BRASH, L.L.C.,
An Iowa limited liability company

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.]

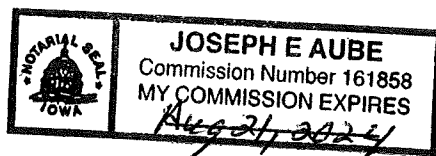


EXHIBIT A
DEVELOPMENT PROPERTY

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 Clerk

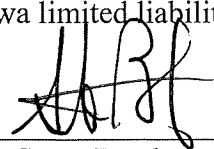
STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

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 Memorandum of Agreement for Private Development – City of Storm Lake]

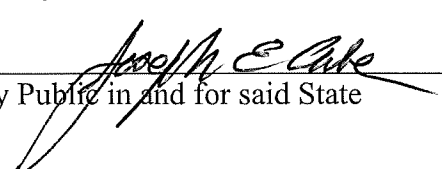
BRASH, L.L.C.,
An Iowa limited liability company

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.]

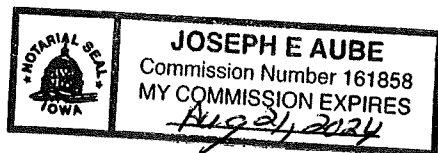


EXHIBIT E
PUBLIC UTILITY EASEMENTS PROVIDED BY DEVELOPER TO CITY

[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

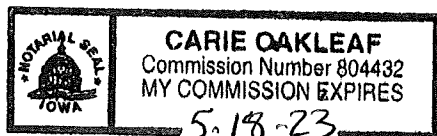
STATE OF IOWA, COUNTY OF BUENA VISTA

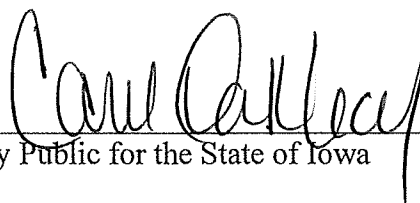
This record was acknowledged before me on _____, 2022, by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk of the City of Storm Lake, Iowa.

 Notary Public for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

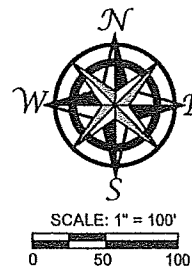
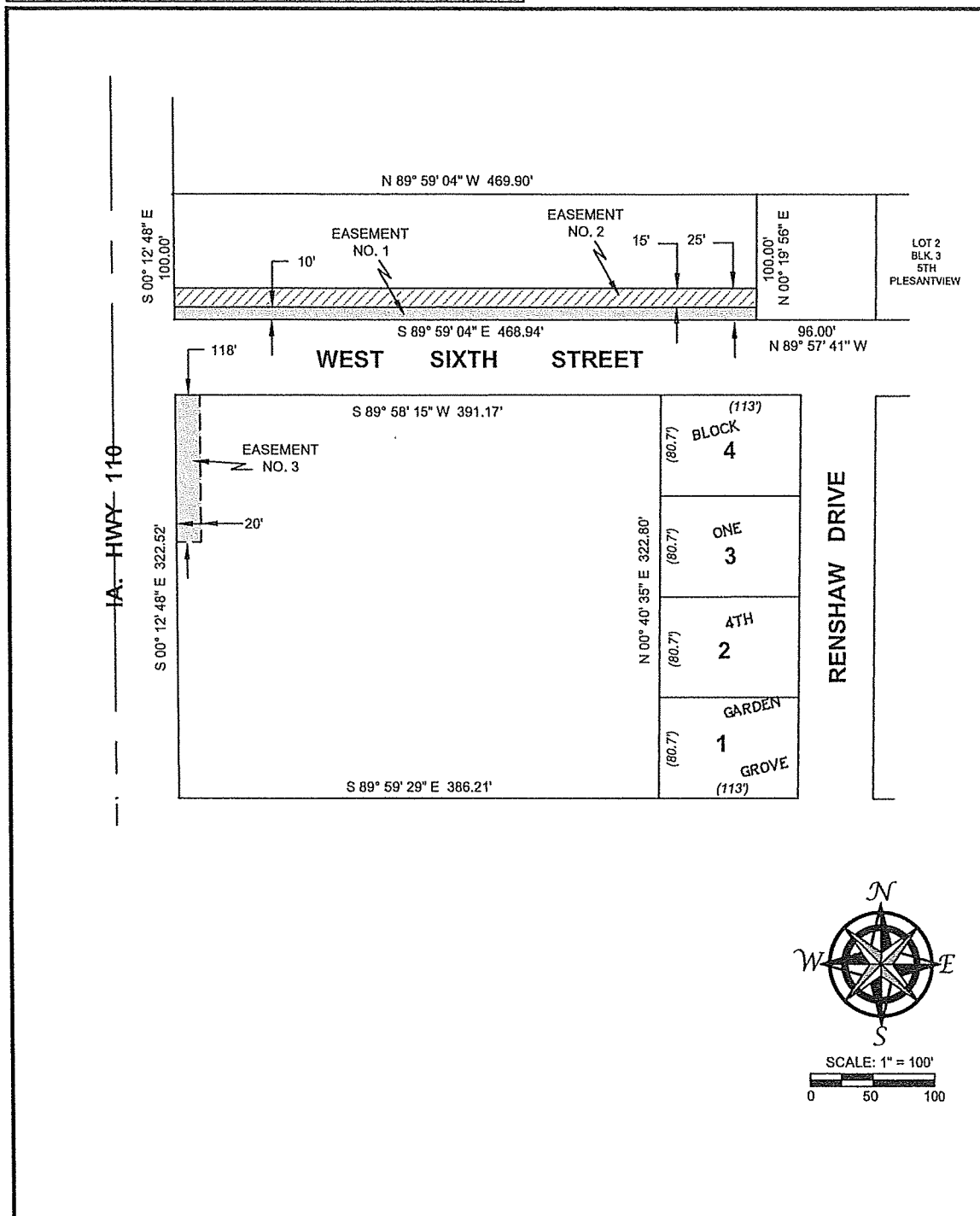
This record was acknowledged before me on July 26, 2022, by Steve Brashears, as the sole Manager of Brash, L.L.C.



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

ISG	Architectural 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:	

Staff Summary

08/01/2022

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: Keri Navratil

SUBJECT: **Motion to Set Public Hearing for Plans, Specifications, Form of Contract, and Engineer's Estimate for the 6th Street Utility Extension Project**

BACKGROUND: The City negotiated a Developer's Agreement with Brash LLC for construction of 4 single-family duplexes (8 housing units), a storm water detention basin located at W. 6th Street and Hwy 110. The Developer has applied to the Iowa Economic Development Authority for tax incentives related to this project under the Workforce Housing Tax Credit program. As a proposed local match to possible incentives for the project under the State's Workforce Housing Tax Credit program, the City would provide public improvements.

The project includes approximately 460 feet of sewer improvements, to include eight (8) water stub lines and connections to the City main sewer line.

FISCAL IMPACT: The cost of improvements are expected to be \$400,000.

RECOMMENDATION: Set Public Hearing for September 6, 2022 at 5:00 p.m. in City Council Chambers.

ATTACHMENTS:

[09062022 - Notice of Public Hearing West 6th Street Utilities Extension.pdf](#)

NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST FOR THE WEST 6TH
STREET UTILITIES EXTENSION PROJECT FOR THE CITY OF STORM
LAKE, IOWA**

Notice is hereby given that the City Council of Storm Lake, Iowa, will meet at the Council Chambers, 620 Erie St., Storm Lake, IA 50588 on the **6th day of September 2022 at 5:00 p.m.**, at which time and place a hearing will be held on the proposed plans and specifications, form of contract and estimate of cost for the West 6th Street Utilities Extension project, in and for said City. Any interested person may appear at said hearing and file objections to the proposed plans, specifications, form of contract and estimated costs for said improvements.

The general description of types of construction and their limits for which bids will be received shall be as follows:

Construction of the West 6th Street Utilities Extension includes approximately 503 linear feet of 6" water main installation, 544 linear feet of sanitary sewer gravity main, water and sanitary services, street patching, and other associated work.

The general project location is as follows: along West 6th Street from Renshaw Drive to Highway 110 within the City of Storm Lake, IA.

Plans and specifications governing the construction of the proposed improvements have been prepared by the Engineer. These plans and specifications, and the proceedings of the City referring to and defining said improvements, are hereby made a part of this Notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Published upon order of the City of Storm Lake, Iowa.

CITY OF STORM LAKE, IOWA

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

08/01/2022

Agenda Item # F.4.



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

REPORT TO: Honorable Mayor & Council

FROM: Keri Navratil

SUBJECT: **Resolution No. 06-R-2022-2023 Setting 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. Bids will be opened on August 9, 2022.

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. 06-R-2022-2023 Setting Public Hearing for August 15, 2022 at 5:00 p.m. in City Council Chambers.

ATTACHMENTS:

[0620222023 - Setting Public Hearing on Plans Specifications and Form of Contract SL Library 8.1.2022.pdf](#)

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