

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL COUNCIL
CHAMBERS
NOVEMBER 15, 2021
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>

- A. Pledge of Allegiance
1. Hear the Public
2. Consent Agenda
 - A. **Approve Consent Agenda**
 - B. **Buy Local Information**
 - C. **SLPD City Code Enforcement Summary**
3. **Update From Ben Wallace, DNR Fisheries Biologist**
4. **Ordinance No. 05-O-2020-2021 To Amend Chapter 9-11 of Title IX of the City Code - 2nd Reading**
5. **Ordinance No. 06-O-2021-2022 to Amend Chapter 9-11 of Title IX of the City Code - 1st Reading**
6. **Public Hearing On A Preliminary And Final Plat For A Minor Subdivision**
7. **Resolution No. 42-R-2021-2022 Approving Plat Of A Subdivision In Lot C In The Northwest Quarter Of The Northeast Fractional Quarter Of Section 2, Township 90 North, Range 37 West Of The 5th P.M. In The City Of Storm Lake, Buena Vista County, Iowa**
8. **Motion Approving an Amendment to the Professional Services Agreement with Bolton & Menk for the Tulip Lane Stormwater Improvements Project**
9. **Motion to Adopt Resolution No. 43-R-2021-2022 Approving Final Completion, Change Order No. 2, and Final Payment of the Tulip Lane Storm Water Improvements Project**
10. **Resolution No. 44-R-2021-2022 To Approve Change Order No. 1 for the Water Treatment Plant Motor Control Center Replacement Project**
11. **Resolution No. 45-R-2021-2022 Adopting Plans, Specifications, Form Of Contract, Estimate Of Cost, Bid Form, Accepting Bids And Awarding the Contract For The Fiber Optic Improvements 2021 Plans,**
12. **Motion Approving an Amendment to the Professional Services Agreement with Bolton & Menk for the Fiber Optic Improvements 2021 Project**
13. **Motion to Approve an Agreement with Rebnord Technologies for Project Oversight and Fiber Network Integration for the Fiber Optic Improvements 2021 project.**
14. **Ordinance No. 07-O-2021-2022 Amending Chapter 7 Of Title II Of The City Code Of The City Of Storm Lake, Iowa, To Reduce The Number Of Trustees On Its City Library Board Of Trustees - 1st Reading**
15. **Motion to Approve a Grant Agreement with Iowa Economic Development Authority for the Library HVAC Project**
16. **Motion to Approve An Agreement For Grant Administration Services With Simmering-Cory For The Library HVAC CDBG Award**
17. **Public Hearing On A Proposed First Amendment To The Agreement For Private Development By And Between The City of Storm Lake And FB Storm Lake II, LLC**
18. **Resolution No. 46-R-2021-2022 Approving And Authorizing Execution Of A First Amendment To The Agreement For Private Development By And Between The City Of Storm Lake And FB Storm Lake II, LLC**
19. **Work Session-Public Information and Outreach**
20. **City Council Requested Items**
21. **Hear the Public**

22. 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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Staff Summary

11/15/2021

Agenda Item # A.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- Approve the November 1, 2021 City Council Minutes
- Approve Liquor License Renewal for Lake Avenue Lounge
- Approve Tyson Rice as the City's Lake Improvement Commission Board Member
- Approve the SLPD Code Enforcement Summary (see staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - - \$364,125.35
- King's Pointe Claims -- \$366,371.04

The following revenues will be received:

- Liquor License Fees -- \$845.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ King's Pointe Claims	List of Bills
☐ List of Bills	List of Bills
☐ Minutes - November 1, 2021	Minutes
☐ Lake Avenue Lounge Liquor Application 2021	Application
☐ Lake Avenue Lounge Liquor Report 2021	Backup Material

King's Pointe Resort

Claims Publication

From 10/14/2021 to 11/10/2021

Vendor	Description	Amount
1000bulbs.com	Supplies	\$ 181.76
360 Custom Designs, LLC	Services	\$ 326.32
Authnet Gateway	Services	\$ 25.00
Pepsi Beverages Company	Beverages	\$ 835.53
Cintas Corporation	Supplies	\$ 1,780.99
City of Storm Lake- Water Dept.	Utilities	\$ 270.87
Copper Cottage	Services	\$ 870.55
COUNSEL	Services	\$ 163.67
Daniels Filter Service	Supplies	\$ 187.30
Doll Disbrution	Beverages	\$ 2,085.00
ECOLAB	Supplies	\$ 1,081.72
Expedia, Inc.	Services	\$ 483.39
Feld Fire/Feld Security	Services	\$ 119.40
Fintech	Services	\$ 56.65
Fox World Travel	Services	\$ 90.30
Garbage Hauling Service, Inc.	Utilities	\$ 376.64
Grainger	Services	\$ 129.00
GuestSupply	Supplies	\$ 2,727.87
Heartland Payment Center	Services	\$ 8,439.39
Hermel Wholesale	Food	\$ 231.79
Hospitality Management Systems	Services	\$ 373.75
Hyvee	Beverages	\$ 2,206.77
Iowa Dept of Revenue	Taxes	\$ 138,488.00
Johnson Brothers	Beverages	\$ 1,044.95
Joyce's Greenhouse	Services	\$ 2,430.00
KAYL/KKIA	Advertising	\$ 262.50
Kelli's Gift Shop Suppliers	Supplies	\$ 662.55
Kevin Boettcher	Refund	\$ 200.00
KTIV Television Inc.	Advertising	\$ 1,954.20
M3 Accounting Services Inc.	Services	\$ 739.59
Martin Brothers	Food	\$ 22,941.75
Mediacom	Utilities	\$ 472.90
MidAmerican Energy	Utilities	\$ 10,901.35
Office Elements	Supplies	\$ 115.24
ONYX CenterSource	Services	\$ 2,082.48
Payroll 10/27/2021	Payroll	\$ 69,260.81
Payroll 11/10/2021	Payroll	\$ 68,425.52
Pilot Tribune	Advertising	\$ 578.44
Plumbing and Heating Wholesale, Inc.	Supplies	\$ 89.15
Rebnord Technologies, Inc.	Services	\$ 2,358.33
Rent-All Inc.	Services	\$ 801.25
Shift 4	Services	\$ 2,456.64

Silverware POS Inc.	Services	\$	2,882.88
Spencer Radio Group	Advertising	\$	105.00
Steve's Window Service	Services	\$	120.00
Storm Lake Ace Hardware	Supplies	\$	36.99
Storm Lake United	Services	\$	20.00
Symmetry Energy Solutions LLC	Services	\$	8,617.19
Sysco Iowa, Inc.	Food	\$	3,463.30
Travel and Transport, Inc.	Services	\$	171.01
TY Inc.	Supplies	\$	136.91
United States Golf Assoc	Services	\$	150.00
Vizergy	Services	\$	1,158.45
Yadia Alday	Services	\$	200.00
			\$ 366,371.04



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 11/04/2021 - 11/17/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
RR Electric LLC	BVC	Lights- Less Tax	202.56
Mike's Electronics Inc	BVC	Services	190.00
Buena Vista County Solid Waste	BVC	Recycling	100.88
Mike's Electronics Inc	BVC	Service Call	95.00
Buena Vista County Solid Waste	BVC	Recycling	79.04
Essential Ellison LLC	BVC	Fire Extinguisher Service	149.71
Buena Vista County Solid Waste	BVC	Recycling	57.64
BVC Total:			874.83
Contract/Agreement			
Bolton & Menk, Inc	Contract/Agreement	Construction Services	43,787.35
Reding's Gravel & Excavating Co., Inc	Contract/Agreement	Pay #3 of Tulip Lane SW	21,755.24
Bolton & Menk, Inc	Contract/Agreement	DOT Development Progress	15,737.00
Smith Concrete Service Inc	Contract/Agreement	Concrete	4,159.25
Bolton & Menk, Inc	Contract/Agreement	General Engineering Services	6,042.50
I & S Group, Inc	Contract/Agreement	Construction Admin	1,635.61
Bolton & Menk, Inc	Contract/Agreement	Construction Services	1,478.50
I & S Group, Inc	Contract/Agreement	Observation Services	1,132.28
Smith Concrete Service Inc	Contract/Agreement	Concrete	1,047.75
Bolton & Menk, Inc	Contract/Agreement	Construction Admin	940.00
Reding's Gravel & Excavating Co., Inc	Contract/Agreement	Lowboy Services	647.50
Power Solutions, Inc	Contract/Agreement	Fire Alarm Monitoring System	222.00
Smith Concrete Service Inc	Contract/Agreement	Concrete	190.50
Reding's Gravel & Excavating Co., Inc	Contract/Agreement	Rock	357.00
Smith Concrete Service Inc	Contract/Agreement	Rock	127.00
Reding's Gravel & Excavating Co., Inc	Contract/Agreement	Rock	78.47
Contract/Agreement Total:			99,337.95
Local			
Growmark, Inc	Local	Fuel	11,961.77
Larson Oil & Distributing Co, Inc	Local	Fuel	6,835.90
Rebnord Technologies, Inc	Local	PD In Car Rotation	6,363.90
Jim Bartholomew	Local	November 2021 Airport Contract	5,783.97
Verizon Wireless Services LLC	Local	Cell Phone Service	5,546.08
Rebnord Technologies, Inc	Local	IT Service Agreement	6,178.12
Alliant Energy	Local	Gas Services	1,612.82
Long Lines	Local	Fax Line & Emergency Line Service	1,506.06
Vanish LLC	Local	Towing Fees	1,400.00
Rebnord Technologies, Inc	Local	Handhole Reolotion- Oneida Project	1,390.00
KB Contracting, LLC	Local	Window Alterations	758.56
Stanton Electric, Inc	Local	Outlet Installation	698.06
WalMart #01-1526	Local	Supplies	690.28
Fastenal Company	Local	Supplies	669.51
Storm Lake Ace Hardware	Local	Supplies	606.34
Dianne Johnson	Local	Bd & Disp of Cats & Dogs	510.00
Graham Tire	Local	New Tire	495.00
Central Bank	Local	Supplies	347.64
Color-ize Inc	Local	Mission Statements	338.25
Fastenal Company	Local	Supplies	219.92
Siouxland Certified Testing Services, Inc	Local	Concrete Testing	208.00
The Storm Lake Times	Local	September 2021 Publications	203.60
Michael P. Reinert	Local	Framing	180.00
Fastenal Company	Local	Supplies	172.86
Larson Oil & Distributing Co, Inc	Local	Diesel	170.70
Visual Edge Inc	Local	Copier Maintenance Agreement	164.86

My Buy Local_v1
Payment Date Range: 11/04/2021 - 11/17/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
Wiese Plumbing & Heating, Inc	Local	RR Repairs	158.50
Storm Lake Hydraulics Co, Inc	Local	Hoses	150.09
Holzhauser Ford Lincoln Storm Lake Inc	Local	Welding	139.00
Qwest Corporation	Local	Phone Service	132.17
Michael P. Reinert	Local	Plate	132.00
Visual Edge Inc	Local	Copier Maintenance Agreement	131.39
Storm Lake Industrial Corporation	Local	SL Bucks	130.00
Wiese Plumbing & Heating, Inc	Local	RR Repairs	129.38
Iowa Office Supply Inc	Local	Books	128.00
MKL LLC	Local	Safety Bingo Supplies- Less Tax	103.89
The Storm Lake Times	Local	Publications	86.80
Kelly Johnson	Local	October 2021 Punches	80.00
Iowa Office Supply Inc	Local	Toner	78.99
Wiese Plumbing & Heating, Inc	Local	RR Repairs	140.00
Rebnord Technologies, Inc	Local	Supplies	69.95
Iowa Office Supply Inc	Local	Office Supplies	63.59
Rent-All, Inc	Local	Lift Rental	60.00
Iowa Office Supply Inc	Local	Planner	51.74
Storm Lake Hydraulics Co, Inc	Local	Pipe	50.00
A & A Automotive	Local	Service	46.59
Dennis R Julius	Local	Laundry Services	45.70
Plumbing & Heating Wholesale, Inc	Local	Cap	45.62
Michael P. Reinert	Local	Belts	38.70
Culligan Water Storm Lake	Local	Water	31.80
North Lake Truck Repair	Local	Mirror	31.63
Iowa Office Supply Inc	Local	Stamps	29.25
Visual Edge Inc	Local	Copier Maintenance Agreement	25.65
Iowa Office Supply Inc	Local	Planner	24.13
Culligan Water Storm Lake	Local	Water	23.85
Fastenal Company	Local	Supplies	32.60
Storm Lake Hydraulics Co, Inc	Local	Supplies	15.69
Buena Vista Regional Medical Center	Local	Card	5.00

Local Total: 57,423.90
Non-Local

Beck Engineering, Inc	Non-Local	Civil Engineering	16,463.75
Karl Chevrolet, Inc	Non-Local	Wrap & Fitting of New Vehicles	14,688.86
Mississippi Lime Company	Non-Local	Lime	11,833.75
Electric Pump Inc	Non-Local	Mount	3,997.40
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	3,667.60
Dultmeier Sales, LLC	Non-Local	Valves	3,434.00
Bend Mailing Services, LLC	Non-Local	Bill Printing Services	2,833.52
WesTech Engineering, Inc	Non-Local	Assembly	2,381.70
Sta-Mel Enterprises, Inc	Non-Local	Deicing Salt	3,786.88
Iowa Department of Transportation	Non-Local	Tubing	1,666.50
Rehab Systems Inc	Non-Local	9.27.2021 Televising	1,641.90
Dale Vitito	Non-Local	Uniforms	1,574.82
Mark A. Collins	Non-Local	2021 Strategic Planning	1,560.13
Linde Inc	Non-Local	Carbon Dioxide	1,543.98
Consolidated Fleet Services, Inc	Non-Local	Ladder Inspection	1,217.20
Buena Vista County Auditor	Non-Local	DD#25 Duplicate Disb Reimb	1,202.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,093.50
Utility Supply of America, Inc	Non-Local	Gauge	1,036.40
Ahlers & Cooney, P.C.	Non-Local	FB Legal Services	945.00
Imagine the Possibilities, Inc	Non-Local	Janitorial Services	800.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,439.05
WaterPro Supplies Inc	Non-Local	Curb Stops	690.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	680.70
Lou's Gloves, Incorporated	Non-Local	Gloves	662.00
Electric Pump Inc	Non-Local	Pump Repairs	540.00
Upper Des Moines Opportunity	Non-Local	October 2021 Cleanup Donations	473.00

My Buy Local_v1
Payment Date Range: 11/04/2021 - 11/17/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	465.10
WaterPro Supplies Inc	Non-Local	Valve	465.00
Municipal Emergency Services, Inc	Non-Local	Glass Cutter	463.83
The Des Moines Register	Non-Local	FY2022 Subscription- Library	448.21
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	357.89
Med-Tech Resources, Inc	Non-Local	Gloves	347.61
Ahlers & Cooney, P.C.	Non-Local	Labor Relations	325.00
Environmental Resource Associates	Non-Local	Supplies	315.09
Zoom Video Communications, Inc	Non-Local	Zoom Subscription	299.80
W. W. Grainger, Inc	Non-Local	Battery	293.67
Ziegler, Inc	Non-Local	Thermostat	240.53
Underground Location Company	Non-Local	Locate Services	230.00
Schumacher Elevator Company	Non-Local	Elevator Maintenance	220.67
Midwest Breathing Air, LLC	Non-Local	Quarterly Air Test	217.20
Hach Company	Non-Local	Testing Supplies	211.80
Vermeer Sales & Service, Inc	Non-Local	Nozzle	207.00
WaterPro Supplies Inc	Non-Local	Paint	180.00
Calibre Press	Non-Local	Force Mitigation Training	179.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	165.00
Tyler Technologies, Inc	Non-Local	Insite Transaction Fees	161.60
Midwest Breathing Air, LLC	Non-Local	Pressure Switch Service	142.20
St. Paul Stamp Works, Inc	Non-Local	Animal Tags	138.38
Davis Equipment Corporation	Non-Local	Supplies	241.75
UPS	Non-Local	Shipping	104.76
Pattlen Enterprises, Inc	Non-Local	Switches	102.45
ABC Pest Control, Inc	Non-Local	Pest Control Services	100.00
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	90.22
Brodart Co.	Non-Local	Books	84.54
Salus LLC	Non-Local	Memberships	80.00
Ingram Library Services, Inc	Non-Local	Books	74.94
Hach Company	Non-Local	Testing Supplies	72.11
W. W. Grainger, Inc	Non-Local	Air Fresheners	68.60
Utility Supply of America, Inc	Non-Local	Supplies	60.49
W. W. Grainger, Inc	Non-Local	Coupling Insert	60.26
Brodart Co.	Non-Local	Books	52.42
Demco, Inc	Non-Local	Supplies	52.11
Sirchie Acquisition Company, LLC	Non-Local	Supplies	47.85
Northwest Iowa League of Cities	Non-Local	Meeting Registration	45.00
Steven A Beeck	Non-Local	Window Cleaning Services	39.00
Cintas First Aid & Safety	Non-Local	First Aid Supplies	35.92
W. W. Grainger, Inc	Non-Local	Thermostat	35.36
UnityPoint Health Trinity Regional Medical	Non-Local	MRO Services	33.00
Midwest Tape, LLC	Non-Local	DVDs	32.98
Pattlen Enterprises, Inc	Non-Local	Cable	29.93
Houchen Bindery, Ltd	Non-Local	Shipping	23.46
Ingram Library Services, Inc	Non-Local	Books	84.72
UPS	Non-Local	Shipping	37.82
Ingram Library Services, Inc	Non-Local	Books	52.44
Baker & Taylor, Inc	Non-Local	Books	13.77
W. W. Grainger, Inc	Non-Local	Office Supplies	13.69
Ingram Library Services, Inc	Non-Local	Books	25.90
Baker & Taylor, Inc	Non-Local	Books	11.66
UPS	Non-Local	Shipping	10.74
Ingram Library Services, Inc	Non-Local	Books	10.49
UPS	Non-Local	Shipping	9.59
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	9.03
Iowa Poetry Association	Non-Local	2021 Lyrical Iowa	9.00
Ingram Library Services, Inc	Non-Local	Books	8.25
Regional Transit Authority	Non-Local	1st Qtr FY2022 Discount Coupons	1.00
W. W. Grainger, Inc	Non-Local	Motor Credit	-52.09

My Buy Local_v1**Payment Date Range: 11/04/2021 - 11/17/2021**

Vendor Name	Buy Local Info	Payable Description	Total Payments
Utility Supply of America, Inc	Non-Local	Hose Returned	-405.90
	Non-Local Total:	89,335.48	
Payroll/Refunds			
Aimee Meredith Beitel Kampbell	Payroll/Refunds	Nebraska Library Conf	223.00
Vu Nguyen	Payroll/Refunds	11/9/2021 Reimb	210.77
Mayra Martinez	Payroll/Refunds	Conference Registration	172.48
Liliana Gonzalez	Payroll/Refunds	Shelter House Dep Refund	100.00
Stephan Hamer	Payroll/Refunds	Water Dist Grade 2 Cert Fee	80.00
Ronald Covert	Payroll/Refunds	Water Treatment 4 Cert Fee	80.00
Curtis B. Christiansen	Payroll/Refunds	Water Dist 2 Cert Fee	80.00
Storm Lake Community Youth Mentoring	Payroll/Refunds	11/1/2021 Shelter Refund	50.00
Stephan Hamer	Payroll/Refunds	Water Dist Grade 2 Testing Fee	30.00
Ronald Covert	Payroll/Refunds	Water Treatment 4 Testing Fee	30.00
Curtis B. Christiansen	Payroll/Refunds	8/26/21 Water Dist Test Fee Reimb	30.00
Friends of the Library	Payroll/Refunds	October 2021 Friends CC	10.00
Custodian of Petty Cash	Payroll/Refunds	October 2021 Postage	3.63
	Payroll/Refunds Total:	1,099.88	
	Grand Total:	248,072.04	

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE CITY HALL COUNCIL
CHAMBERS NOVEMBER 1, 2021, 5:00 PM**

Present: Mayor Michael Porsch, Council Members Tyson Rice, Dan Smith (via phone), and Kevin

McKinney. Absent: Maria Ramos and Jose Ibarra

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Police Chief Chris Cole, Fire Chief Mike Jones, Building and Code Compliance Director Scott Olesen, Water Quality Operations Supervisor Ron Covert, Library Director Elizabeth Huff, Public Services Supervisor Scott Bonebrake, Assistant Public Services Supervisor Brandon Ripke, King's Pointe Manager Amy VonBank, Finance Director Brian Oakleaf, City Clerk Mayra Martinez, and Staff Accountant Tyler Gibbins.

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

Pledge of Allegiance

Consideration of Changes in Agenda and Setting the Agenda - Moved by Council Member Rice to approve removing Agenda Item No. 14 Work Session – Public information and outreach and setting the agenda with this change. Seconded by Council Member McKinney. Vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

Disclosure by City Council Members - No items at this time.

Hear the Public - Mayor Porsch announced the following Proclamations: Proclamation to recognize women's lung cancer awareness week the first week of November 2021. Also, Mayor Porsch read a proclamation to recognize Fire Chief Mike Jones for his distinguished career in serving the City of Storm Lake for 35 years.

Andriette Wickstrom from 909 West 5th Street, voiced her concerns about the change to the traffic lights and stop signs located at Lake Avenue and 7th Street.

City Manager Keri Navratil informed the City Council, staff and the public, that typically when the City makes any traffic changes in traffic patterns, we have a Traffic Safety Commission that reviews all requests.

Andriette Wickstrom also asked if the traffic monitoring includes pedestrians and bikers? City Manager Navratil advised that the study does include pedestrians and bikers.

Consent Agenda - Moved by Council Member McKinney to approve the Consent Agenda which includes list of bills Check #'s 77548 through 77609, EFT #'s 647, 2442 through 2480, DFT #'s 1323 through 1346, approve November 1, 2021, City Council minutes, approve submission and acknowledgement of the FY 2021 Street Finance Report, and approve the SLPD Code Enforcement summary. Seconded by Council Member Rice. Vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

Amend Chapter 9-11 of Title IX of the City Code - Moved by Council Member Rice to approve the first reading of Ordinance No. 05-O-2021-2022 to amend Chapter 9-11 of Title IX of the City Code. Seconded by Council Member Smith. Roll call vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

Outdoor Water Park Season Pass Special - Moved by Council Member McKinney to approve the Outdoor Water Park Season Pass Special sale to be held on November 26th, 27th and 28th, 2021 at the following rates: Single Pass \$100 (regularly \$150), Child add on \$25 (regularly \$55), Family Pass \$225 (regularly \$275). Seconded by Council Member Smith. Vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

FY 2021 Urban Renewal Report - Moved by Council Member McKinney to approve the FY 2021 Urban Renewal Report. Seconded by Council Member Rice. Vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

Housing Rehabilitation Program - Mayor Porsch opened the public hearing for the 2020 Storm Lake exterior Housing Rehabilitation Program stating this was the time and place for any comments. City Clerk Mayra Martinez read the following information.

**CITY OF STORM LAKE
2020 Storm Lake Exterior Housing Rehabilitation Program**

UPDATE PUBLIC HEARING ANNOUNCEMENTS

A. Funding of Activities and Sources of Funds.

This program is funded by Community Development Block Grant (CDBG) funds. The City was awarded a 2020 CDBG for \$224,994. To date, \$86,615 of the CDBG allocation has been expended.

B. Explain how the need for the activities was identified.

The City saw a need to offer assistance to low- and moderate-income homeowners to improve the exterior of their homes while preserving and stabilizing the City's housing. Initiating a City-wide exterior housing rehabilitation program helps to upgrade the housing stock.

C. Nature of and Status of the Activities.

The program involves the exterior rehabilitation of at least six (6) owner-occupied, single-family homes.

To date two (2) projects have been completed and four (4) projects are either under construction or ready to start construction.

There has been no change to the program beneficiaries as proposed in the application submitted to State for funding.

D. Announce the estimated portion of funds that will benefit low-and-moderate income persons.
100% of the federal funds will benefit low- and moderate-income persons.

E. Announce where the activities are being conducted.

The program is taking place City-wide in residential neighborhoods.

F. Announce plans to minimize displacement of persons and businesses resulting of funded activities.

The program will not result in the displacement or relocation of any persons or businesses.

G. Announce plans to assist persons actually displaced.

During lead-based paint hazard reduction activities, assistance is provided if temporary relocation is necessary.

Receiving no comments from City Council or the public, the Mayor then closed the public hearing

Minor Subdivision - Moved by Council Member Rice to approve setting a Public Hearing for 5:00 pm on November 15, 2021, at City Hall Council Chambers on a Preliminary and Final Plat for a Minor Subdivision. Seconded by Council Member McKinney. Roll call vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

4th & Oates Storm Water Improvement Project -Moved by Council Member McKinney to adopt Resolution No. 37-R-2021-2022 approving Change Order No. 1, Final Payment and Closeout of the 4th and Oates storm water improvement project. Seconded by Council Member Rice. Roll call vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

RESOLUTION NO. 37-R-2021-2022

RESOLUTION ADOPTING CHANGE ORDER NO. 1, FINAL PAYMENT AND CLOSEOUT FOR THE 4th & OATES STORM WATER 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 4th & Oates Storm Water Project; and

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

WHEREAS, a contract in the amount of \$684,980.15 was awarded to Bainbridge Construction for the project; and

WHEREAS, Change Order No. 1 decreases the project cost in an amount of \$105,844.07 to the contract for a total contact amount of \$579,136.08.

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

Section 1. To approve Change Order No. 1 to the contract for work performed by Bainbridge Construction for a decrease of \$105,844.07 to the contract for a total contact amount of \$579,136.08.

Section 2. That the Mayor and Clerk are hereby directed to execute this Change Order No. 1.

Section 3. Final payment, pursuant to State Code, will be made to Bainbridge Construction in the amount of \$26,327.28.

PASSED AND APPROVED this 1st day of November, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

4th & Barton Storm Sewer Improvement Project - Moved by Council Member Rice to adopt Resolution No. 38-R-2021-2022 approving Change Order No. 5, Final Payment and Closeout of the 4th & Barton Storm Sewer Improvement project. Seconded by Council Member Smith. Roll call vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

RESOLUTION NO. 38-R-2021-2022

**RESOLUTION ADOPTING CHANGE ORDER NO. 5, FINAL PAYMENT AND CLOSEOUT
FOR THE 4th & BARTON STORM SEWER 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 4th & Barton Storm Sewer 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 \$591,582.60 was awarded to Healy Excavating for the project; and

WHEREAS, Change Order No. 2 increased the project cost in the amount of \$33,419.50 for a total contract amount of \$625,002.10; and

WHEREAS, Change Order No. 3 increased the project cost in the amount of \$4,428.00 to the contract for a total contract amount of \$629,430.10; and

WHEREAS, Change Order No. 4 increased the project cost in an amount of \$8,038.00 to the contract for a total contact amount of \$637,468.10.

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

Section 1. To approve Change Order No. 5 to the contract for work performed by Healy Excavating for a decrease of \$3,354.22 to the contract for a total contact amount of \$634,113.88.

Section 2. That the Mayor and Clerk are hereby directed to execute this Change Order No. 5.

Section 3. Final payment, pursuant to State Code, will be made to Healy Excavating in the amount of \$31,705.69.

PASSED AND APPROVED this 1st day of November, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Runway 13/31 Lighting Replacement - Moved by Council Member McKinney to adopt Resolution No. 39-R-2021-2022 approving Final Completion, Change Order No. 1, and Final Payment of Runway 13/31 Lighting Replacement. Seconded by Council Member Rice. Roll call vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

RESOLUTION NO. 39-R-2021-2022

RESOLUTION APPROVING FINAL COMPLETION, CHANGE ORDER NO. 1, AND FINAL PAYMENT OF RUNWAY 13/31 LIGHTING REPLACEMENT

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 Runway 13/31 Lighting Replacement 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 \$355,289.00 was awarded to K & W Electric Inc for the project; and

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

Section 1. To approve the Certificate of Substantial Completion as submitted by Bolton & Menk, Inc, for the Runway 13/31 Lighting Replacement Project pursuant to the contract with K & W Electric Inc for work performed.

Section 2. To acknowledge that the final amount of the contract for work performed by K & W Electric Inc is \$361,290.70 as noted in Change Order No. 1, an increase of \$6,001.70.

Section 3. Final payment will be made to K & W Electric Inc in the amount of \$18,064.53, pursuant the State Code.

PASSED AND APPROVED this 1st day of November, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

FB Storm Lake II, LLC - Moved by Council Member Rice to adopt Resolution No. 40-R-2021-2022 setting the date of a Public Hearing for November 15, 2021, at 5:00 pm at City Hall Council Chambers on a proposed First Amendment to the Agreement for private development by and between the City of Storm Lake and FB Storm Lake II, LLC. Seconded by Council Member McKinney. Roll call vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

RESOLUTION NO. 40-R-2021-2022

**RESOLUTION SETTING THE DATE OF A PUBLIC HEARING
ON A PROPOSED FIRST AMENDMENT TO THE
AGREEMENT FOR PRIVATE DEVELOPMENT BY AND
BETWEEN THE CITY OF STORM LAKE AND FB STORM
LAKE II, LLC**

WHEREAS, by Resolution No. 33-R-91-92, adopted September 16, 1991, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Storm Lake Industrial Park Urban Renewal Plan (the “Plan”) for the Storm Lake Industrial Park Urban Renewal Area (the “Area” or “Urban Renewal Area”) described therein, which Plan is on file in the office of the Recorder of Buena Vista County; and

WHEREAS, the Plan has subsequently been amended eight times, most recently by the adoption of Amendment No. 8 to the Plan in 2021; and

WHEREAS, the City of Storm Lake, Iowa (“City”) and FB Storm Lake II, LLC (“Developer”) have previously entered into an Agreement for Private Development dated October 31, 2016 (“Agreement”), a memorandum of which Agreement was recorded with the Buena Vista County Recorder as Document # 162922; and

WHEREAS, pursuant to the Agreement, the City agreed to sell certain property (the “Development Property”) located within the Urban Renewal Area to the Developer, and in exchange, the Developer would cause certain Minimum Improvements to be constructed on the Development Property; and

WHEREAS, the City and Developer desire to amend the Agreement pursuant to a proposed First Amendment to the Agreement (the “First Amendment”) to (i) increase the amount of Developer’s investment in the Minimum Improvements; (ii) increase the amount of the anticipated assessed value after completion of the Minimum Improvements; (iii) extend the deadline for construction of the Minimum Improvements and provide for separate development timelines of the Building 1 Minimum Improvements and Building 2 Minimum Improvements; (iv) extend other dates to correspond to the new development timeline; and (v) increase the aggregate amount of Economic Development Grants that may be paid to the Developer and extend the number of years the Economic Development Grants may be paid to the Developer under the terms and conditions of the Agreement; and

WHEREAS, the First Amendment would provide for the City's conveyance of several easements to the Developer related to development and operation of the Minimum Improvements; and

WHEREAS, the First Amendment would also require the City to convey a gas utility easement to Interstate Power and Light Company (doing business as Alliant Energy) for the installation of gas utility infrastructure necessary to provide service to the Minimum Improvements on the Development Property; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the First Amendment is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the First Amendment and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, pursuant to Sections 364.6 and 364.7 of the Code of Iowa, this Council intends to hold a public hearing on the First Amendment, including the proposed conveyance of easements to the Developer and to Interstate Power and Light Company, to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That a public hearing shall be held on the proposed First Amendment before the City Council at its meeting which commences at 5:00 P.M. on November 15, 2021, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa.

Section 2. That the City Clerk is authorized and directed to publish notice of this public hearing in The Storm Lake Times, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE
CITY OF STORM LAKE IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO ENTER INTO A FIRST
AMENDMENT TO THE AGREEMENT FOR PRIVATE
DEVELOPMENT WITH FB STORM LAKE II, LLC, INCLUDING
THE PROPOSED CONVEYANCE OF EASEMENT INTERESTS IN
REAL PROPERTY, 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 November 15, 2021, 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 First Amendment (the “First Amendment”) to the Agreement for Private Development dated October 31, 2016 (the “Agreement”) by and between the City and FB Storm Lake II, LLC (the “Developer”).

Pursuant to the Agreement, the City agreed to sell certain property (the “Development Property”) located within the Storm Lake Industrial Park Urban Renewal Area to the Developer, and in exchange, the Developer agreed to cause certain Minimum Improvements to be constructed on the Development Property. The City and Developer propose to amend the Agreement pursuant to the proposed First Amendment to make various changes to the terms for construction of the Minimum Improvements, including the amount of Developer’s expected investment, the amount of the anticipated assessed value of the Minimum Improvements, and the deadlines for construction the two buildings included in the Minimum Improvements.

The First Amendment would also increase the aggregate amount of Economic Development Grants that may be paid to the Developer under the Agreement and extend the number of years the Economic Development Grants may be paid to the Developer under the terms and conditions of the Agreement. Pursuant to the Agreement, as amended by the First Amendment, the City would provide up to fifteen (15) years of consecutive annual payments of Economic Development Grants to Developer, using 100% of the Tax Increment collected with respect to the Minimum Improvements and Development Property; the cumulative total for all such payments not to exceed the lesser of \$3,100,000, or the amount accrued under the formula outlined in the proposed Agreement, as amended by the First Amendment.

The First Amendment would provide for the City’s conveyance of several easements over City-owned property to the Developer related to development and operation of the Minimum Improvements, including an access easement, pedestrian trail easement, drainage basin easement, and pedestrian/recreational trail easement, as more particularly described in the easement agreements attached to the First Amendment.

The First Amendment would also require the City to convey a gas utility easement over City-owned property to Interstate Power and Light Company (doing business as Alliant Energy) for the installation of gas utility infrastructure necessary to provide service to the Minimum Improvements on the Development Property, as more particularly described in the gas utility easement agreement attached to the First Amendment.

A copy of the First Amendment 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 First Amendment 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 First Amendment.

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 and Section 364.7 of the City Code of Iowa.

Dated this 1st day of November, 2021.

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

(End of Notice)

PASSED AND APPROVED this 1st day of November 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

2021 City Council Goals and Goal Setting Report - Moved by Council Member McKinney to adopt Resolution No. 41-R-2021-2022 approving the 2021 City Council goals and goal setting report. Seconded by Council Member Rice. Roll call vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

RESOLUTION NO. 41-R-2021-2022

A RESOLUTION OF THE CITY OF STORM LAKE, IOWA, 2021 CITY COUNCIL GOALS AND GOALS SETTING REPORT

WHEREAS, the Storm Lake City Council held a Strategic Planning Retreat on October 12, 2021,

WHEREAS, Mayor and Council discussed potential goals and possible objectives; and,
NOW, THEREFORE, BE IT RESOLVED, Council goals are established as follows:

Top Strategic Priorities:

- 1.) Community Recreation
- 2.) Economic Development
- 3.) Community Participation/Involvement
- 4.) Business Retention
- 5.) Housing
- 6.) Infrastructure
- 7.) Spill Site Development
- 8.) Diverse Jobs/Upward Mobility
- 9.) Tourism
- 10.) Business Outreach
- 11.) Succession Planning for Local Businesses

- 12.) Fiscal Responsibility
- 13.) Retirement Destination

All resolutions or parts of resolutions in conflict are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 1st day of November, 2021.

ATTEST:

Michael Porsch, Mayor

Mayra A. Martinez, City Clerk

City Council Requested Items - No items at this time.

Hear the Public - No comments from the Public.

Adjourn - Moved by Council Member McKinney to adjourn at 5:48 pm. Seconded by Council Member Rice. Vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

ATTEST:

Michael Porsch, Mayor

Mayra A. Martinez, City Clerk



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Lake Avenue Lounge 1, Inc.

NAME OF BUSINESS(DBA)

Lake Avenue Lounge

BUSINESS

(712) 371-3095

ADDRESS OF PREMISES

615 & 617 Lake Ave

CITY

Storm Lake

COUNTY

Buena Vista

ZIP

50588

MAILING ADDRESS

PO Box 573

CITY

Storm Lake

STATE

Iowa

ZIP

50588

Contact Person

NAME

Curtis Ellison

PHONE

(712) 371-3095

EMAIL

ecurt83@yahoo.com

License Information

LICENSE NUMBER

LC0036523

LICENSE/PERMIT TYPE

Class C Liquor License

TERM

12 Month

STATUS

Submitted
to Local
Authority

EFFECTIVE DATE

Nov 8, 2021

EXPIRATION DATE

Nov 7, 2022

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Liquor License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Privately Held Corporation

Ownership

No Ownership information found

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Nov 8, 2021

POLICY EXPIRATION DATE

Nov 8, 2022

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: CHRIS COLE

DATE: November 10, 2021

REFERENCE: LIQUOR LICENSE RENEWAL
LAKE AVENUE LOUNGE
617 LAKE AVE

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

	9-14-2019 to 9-13-2020	9-14-2020 to 10-7-2021
INCIDENTS		
Ambulance Call	0	0
Assault	0	0
Bar Check	9	1
Citizen Assist	0	1
Business Security	1	0
City Code Enforcement	0	0
Open Door	1	0
PR/Talk/Presentation	1	0
Public Intoxication	1	0
Reckless Driver	0	0
Street Beat	0	0
Suspicious Vehicle	0	0
Theft	0	1
ARRESTS		
	none	none

Recommendation: Approval of liquor license

Staff Summary

11/15/2021

Agenda Item # B.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: Buy Local Information

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

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

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

area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here)

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

FISCAL IMPACT:

Breakout	Calculated Expenses
Buena Vista County	\$ 874.83
Contract/Agreement	\$ 99,337.95
Local	\$ 57,423.90
Non- Local	\$ 89,335.48
Payroll/Refunds/Pyrl Tax & Ins	\$ 117,153.19
Total Expenses	\$ 364,125.35
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
 Project Activity Report	Backup Material

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	-539.61	1,170,187.96	0.00	1,170,187.96 3,377.04
01112-0020	10th & Ontario StormWater Improvem...	1,753,734.33	-0.48	1,752,412.45	0.00	1,752,412.45 1,321.88
01112-0021	4th & Oats StormWater Improvements	832,997.63	-109.33	833,347.35	0.00	833,347.35 -349.72
OP1.122814	Richland Street, Phase 2 Improvements	165,500.00	165,500.00	155,748.75	9,767.00	165,515.75 -15.75
OP1.125106	BRIC	3,430,800.00	3,430,800.00	27,197.50	0.00	27,197.50 3,403,602.50
16-19284	4th & Bartion Storm Water Improvemen...	760,113.88	15,466.19	724,824.83	1,132.28	725,957.11 34,156.77
18-CF-004	United Community Health Service Center	600,000.00	0.00	561,683.60	0.00	561,683.60 38,316.40
19-22797	Memorial Lift Station Improvements	2,506,483.00	802.00	1,210,109.24	0.00	1,210,109.24 1,296,373.76
20-23848	Storm Lake WTP- Electrical MCC Replac...	277,550.00	11,564.58	261,623.32	1,635.61	263,258.93 14,291.07
20-24387	Radio Park Lift Station Replacement	567,282.92	567,282.92	315,953.35	0.00	315,953.35 251,329.57
20-HSG-022	2021 Housing Sustainability Project	110,812.00	110,812.00	86,614.12	0.00	86,614.12 24,197.88
35665	1st & Mae Street	764,059.53	-2,532.27	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
P11.112742	North Central SW Phase II	1,854,441.25	-515.87	1,853,147.38	0.00	1,853,147.38 1,293.87
P11.117908	Michigan Street Parking Lot Reconstruct...	408,199.80	-64.56	453,347.70	0.00	453,347.70 -45,147.90
P11.118940	Oneida Street Reconstruction from RR t...	2,567,760.12	4,406.76	2,115,738.56	43,787.35	2,159,525.91 408,234.21
P11.119679	FEMA Lake Bank Restoration	117,831.01	0.00	123,185.51	0.00	123,185.51 -5,354.50
P11.120411	Highway 7/110 Traffic Lane/Signalization	1,423,630.00	48,362.18	221,290.24	0.00	221,290.24 1,202,339.76
P11.120478	Tulip Lane SW Improvements	513,049.50	9,680.19	399,419.83	21,755.24	421,175.07 91,874.43
P11.120650	2020 Expansion Blvd Improvements	1,074,680.60	42,987.22	1,078,275.06	1,478.50	1,079,753.56 -5,072.96
P11.122266	7th Street Sewer Lining/2021 CIPP	514,861.25	514,861.25	483,692.65	0.00	483,692.65 31,168.60
T51.119823	Runway 13/31 & Taxiway Lighting	459,190.70	230.83	435,340.27	940.00	436,280.27 22,910.43
Urban20WQI-004	SLHS Courtyard Conservation	108,230.01	108,230.01	65,727.83	0.00	65,727.83 42,502.18
Report Total:		22,395,078.88	5,027,224.01	15,500,589.64	80,495.98	15,581,085.62 6,813,993.26

Group Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	459,190.70	230.83	435,340.27	940.00	436,280.27	22,910.43
Building Resilient Infrastructure and Co...	3,430,800.00	3,430,800.00	27,197.50	0.00	27,197.50	3,403,602.50
Economic Development	936,873.02	219,042.01	837,211.06	0.00	837,211.06	99,661.96
National Resiliency Disaster Grant Proje...	8,577,128.72	536,310.07	8,388,754.59	22,887.52	8,411,642.11	165,486.61
Sanitary Sewer Projects	3,073,765.92	568,084.92	1,526,062.59	0.00	1,526,062.59	1,547,703.33
Street Construction	5,639,770.52	261,191.60	4,024,400.31	55,032.85	4,079,433.16	1,560,337.36
Water Project	277,550.00	11,564.58	261,623.32	1,635.61	263,258.93	14,291.07
Report Total:	22,395,078.88	5,027,224.01	15,500,589.64	80,495.98	15,581,085.62	6,813,993.26

Type Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	8,991,086.44	840,841.10	5,812,086.22	56,668.46	5,868,754.68	3,122,331.76

Staff Summary

11/15/2021

Agenda Item # C.



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

REPORT TO: Honorable Mayor and City Council

FROM: Chris Cole, Police Chief

SUBJECT: **SLPD City Code Enforcement Summary**

BACKGROUND: 10/27/2021 TO 11/9/2021

Total - 24

Parking restricted to hard surfaces – 9
Accumulate Trash – 5
Junk Vehicles- 3
Accumulate used Tires – 1
Accumulate Junk – 6

Citations – 1

FISCAL IMPACT: None

RECOMMENDATION: None

Staff Summary

11/15/2021

Agenda Item # 3.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Update From Ben Wallace, DNR Fisheries Biologist**

BACKGROUND: Ben Wallace will update the City Council on the health of Storm Lake and the vegetation management plan process

FISCAL IMPACT: NA

RECOMMENDATION: Listen to report and ask questions

Staff Summary

11/15/2021

Agenda Item # 4.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Ordinance No. 05-O-2020-2021 To Amend Chapter 9-11 of Title IX of the City Code - 2nd Reading**

BACKGROUND: Attached is an amendment to Chapter 9-11 of the City code of the City of Storm Lake which prohibits parking on both sides of East 10th Street between Lake Avenue and Seneca Street between November 1st of each calendar year through March 31st of the next succeeding calendar year; and both sides of Hyland Drive between Northwestern and Angier Drive.

This amendment was requested by the City traffic committee after concerns were made about excessive vehicle parking on the emergency snow routes.

FISCAL IMPACT: None

RECOMMENDATION: **Motion to approve Ordinance No. 05-O-2020-2021 To Amend Chapter 9-11 of Title IX of the City Code - 1st Reading**

ATTACHMENTS:

Description	Type
Ordinance #05-O-2021-2022	Ordinance

ORDINANCE NO. 05-O-2021-2022

ORDINANCE AMENDING CHAPTER 9-11 OF TITLE IX OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED, "STOPPING, STANDING OR PARKING" TO PROHIBIT PARKING ON PART OF EAST 10TH STREET FROM NOVEMBER 1 THROUGH MARCH 31 AND PROHIBIT PARKING ON PART OF HYLAND DRIVE

WHEREAS, Section 9-11-1 of Chapter 9-11 of Title IX of the City Code of the City of Storm Lake, Iowa lists areas in the City of Storm Lake where parking is prohibited;

WHEREAS, the City Council of the City of Storm Lake, Iowa, has now determined that parking should be prohibited by Ordinance on both sides of East 10th Street between Lake Avenue and Seneca Street from November 1 of each calendar year through March 31 of the next succeeding calendar year; and

WHEREAS, the City Council of the City of Storm Lake, Iowa, has now determined that parking should be prohibited by Ordinance at all times on both sides of Hyland Drive between Northwestern Drive and Angier Drive.

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

Section 1. Section 9-11-1 of Chapter 9-11 of Title IX of the City Code of the City of Storm Lake, Iowa, which section is captioned "Parking Signs Required," is amended by adding the following at the end of such section:

Both sides of East 10th Street between Lake Avenue and Seneca Street from November 1 of each calendar year through March 31 of the next succeeding calendar year.

Both sides of Hyland Drive between Northwestern Drive and Angier Drive.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

Passed by the Council the _____ day of _____, 2021, and approved this _____ day of _____, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

11/15/2021

Agenda Item # 5.



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

REPORT TO: Honorable Mayor and City Council

FROM: Chris Cole, Police Chief

SUBJECT: **Ordinance No. 06-O-2021-2022 to Amend Chapter 9-11 of Title IX of the City Code - 1st Reading**

BACKGROUND: Attached is an amendment to Chapter 9-11 of the City code of the City of Storm Lake which prohibits parking on both sides of East 10th Street between Lake Avenue and Seneca Street between November 1st of each calendar year through March 31st of the next succeeding calendar year; and both sides of Hyland Drive between Northwestern Drive and Angier Drive.

This amendment was requested by the City traffic committee after concerns were made about excessive vehicles parking on the emergency snow routes.

FISCAL IMPACT: None

RECOMMENDATION: Approve 1st Reading of Ordinance No. 06-O-2021-2022 to Amend Chapter 9-11 of the City Code

ATTACHMENTS:

Description	Type
 updated amendment	Contract

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 9-11 OF TITLE IX OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED, STOPPING, STANDING OR PARKING@ TO PROHIBIT PARKING ON PART OF EAST 10TH STREET FROM NOVEMBER 1 THROUGH MARCH 31 AND PROHIBIT PARKING ON PART OF HYLAND DRIVE

WHEREAS, Section 9-11-1 of Chapter 9-11 of Title IX of the City Code of the City of Storm Lake, Iowa lists areas in the City of Storm Lake where parking is prohibited;

WHEREAS, the City Council of the City of Storm Lake, Iowa, has now determined that parking should be prohibited by Ordinance on both sides of East 10th Street between Lake Avenue and Seneca Street from November 1 of each calendar year through March 31 of the next succeeding calendar year; and

WHEREAS, the City Council of the City of Storm Lake, Iowa, has now determined that parking should be prohibited by Ordinance at all times on both sides of Hyland Drive between Northwestern Drive and Angier Drive.

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

Section 1. Section 9-11-1 of Chapter 9-11 of Title IX of the City Code of the City of Storm Lake, Iowa, which section is captioned “Parking Signs Required,@ is amended by adding the following at the end of such section:

Both sides of East 10th Street between Lake Avenue and Seneca Street from November 1 of each calendar year through March 31 of the next succeeding calendar year.

Both sides of Hyland Drive between Northwestern Drive and Angier Drive from November 1 of each calendar year through March 31 of the next succeeding calendar year.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

Passed by the Council the ____ day of _____, 2021, and approved
this ____ day of _____, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

I hereby certify that the foregoing was published as Ordinance No.
_____ in the Storm Lake Pilot Tribune on the _____ day of
_____, 2021.

Mayra A. Martinez, City Clerk

Staff Summary

11/15/2021

Agenda Item # 6.



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

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building & Code Compliance Director

SUBJECT: **Public Hearing On A Preliminary And Final Plat For A Minor Subdivision**

BACKGROUND: This agenda item is a public hearing for a request for a proposed preliminary and final plat for a minor subdivision by Suzanne Eades. Since the proposed subdivision of land is considered a minor subdivision in accordance with the Storm Lake Subdivision Ordinance, the preliminary and final plats can be reviewed and approved at the same meeting by the Planning and Zoning Commission and the Storm Lake City Council.

A minor subdivision is defined as a division of land into no more than four lots and does not require the installation of streets, sewer, or water.

The intended use of the property is for single family dwelling. The lots meets all bulk regulations, are located on an existing street, and has existing utilities.

FISCAL IMPACT: A copy of the proposed plat is attached to this staff summary. Approximately \$300.00 for the cost of publication, mailings, and Attorney's fees.

RECOMMENDATION: Open Public Hearing.
Receive Public Input.
Close Public Hearing.

ATTACHMENTS:

Description	Type
❑ Application	Application
❑ Map	Map
❑ Public Notice	Letter
❑ Current Lot "C" Legal Description	Backup Material
❑ Legal Documents	Backup Material

- Letter of Recommendation
- Plat - Redwood Drive Subdiviision

- Letter
- Backup Material

MINOR SUBDIVISION REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



City of Storm Lake
PO Box 1086
Storm Lake, IA 50586
p (712) 732-8000
f (712) 732-4114

PROPERTY ADDRESS:

6012 Redwood Drive

PROPERTY OWNER:

Suzanne Eades

OWNER ADDRESS
(if different than above):

OWNER PHONE NUMBER:

712-299-7089

OWNER EMAIL:

eadessu6@gmail.com

The City of Storm Lake Subdivision Ordinance requires the property owner to submit the information located in Article 3 of the Storm Lake Subdivision Ordinance and in the Subdivision Checklist, which must accompany this application before it can be considered by the Planning and Zoning Commission and the City Council:

6 copies of the proposed plat must be submitted per the Subdivision Ordinance and 8 copies are required for subdivisions outside the corporate limits.

This application must be submitted along with all supporting documents to City Hall at least 30 calendar days before the Planning and Zoning meeting.

Attach a plat showing the locations, dimensions, and use of the applicant's property and all property within three hundred (300') feet including streets, alleys, railroads, and other physical features.

If disturbing more than an acre of land, you will need to apply for a NPDES General Permit #2 with Iowa Department of Natural Resources.

The request for a minor subdivision will be heard by the Planning and Zoning Commission and the City Council at separate meetings. A minor subdivision can have simultaneous review of a preliminary and final plat.

The City of Storm Lake will notify all property owners within three hundred (300') feet of the applicant's property notifying them of the upcoming hearing.

The City of Storm Lake will notify the applicant of the hearing date.

The City of Storm Lake will publish a public hearing notice in a locally circulated newspaper not less than 10 days and no more than 20 days prior to the meeting.

A non refundable application fee of **\$300.00** is required at time of the application. The fee will not be refunded if the request is denied by the Planning and Zoning Commission or the City Council.

* Forest Knoll
712-229-5141
forrest.knoll@gmail.com

MINOR SUBDIVISION REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



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

ADDRESS OF PROPERTY:

6012 Redwood Drive

LEGAL DESCRIPTION OF PROPERTY:

2-90-37 S.L. Corp. Hayes Lotc, in
NW 1/4 NE, FR 1/4

PRESENT ZONING CLASSIFICATION:

R-1, Low Density Residential

REQUESTED ZONING CLASSIFICATION:

R-1

EXISTING USE OF PROPERTY:

Agricultural

REQUESTED USE OF PROPERTY:

Single Family Dwelling

SIGNATURE OF PROPERTY OWNER:

Luganm Lades

Date:

8-16-2021

City of Storm Lake Use

Meeting Date:

Appeal No.:

2021-2

Application Fee Paid:

Date:

Date Application Deemed Complete:



Legend

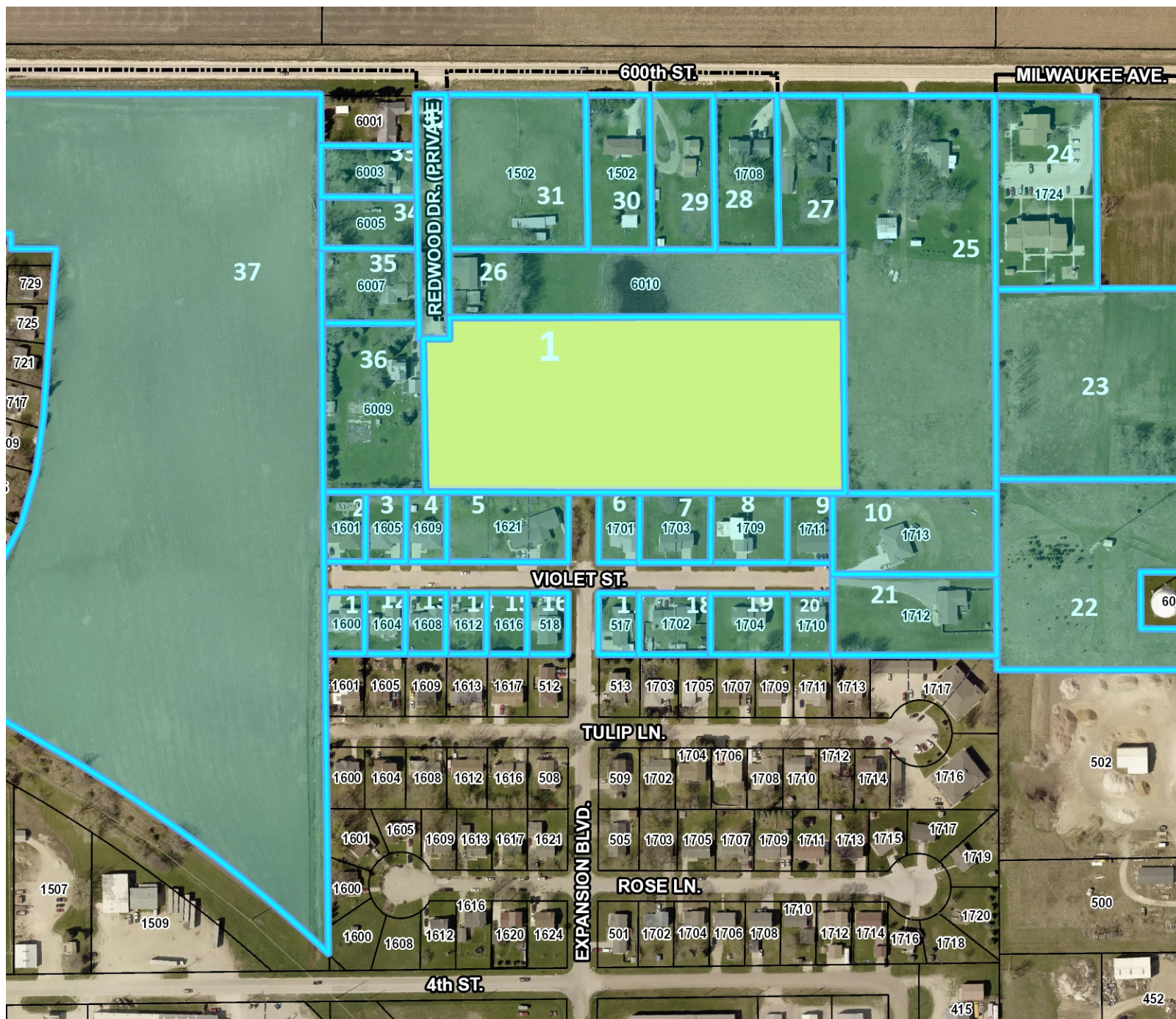
- City Limits
- Lot Lines
- Parcels (6-14-2021)

Map Name



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Storm Lake is not responsible for any inaccuracies herein contained.



0 263 Feet



**NOTICE TO ADJOINING PROPERTY OWNERS
PLANNING AND ZONING COMMISSION
CITY OF STORM LAKE**

File number: 2021-3

October 26, 2021

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

In person at City Hall

By Telephone: Dial: 1-312-626-6799 or toll-free: 1-888-475-4499
Webinar ID: 825 5453 3554

By Computer: <https://us06web.zoom.us/j/82554533554>

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

A petition for a preliminary plat and final plat for a minor subdivision in the R1–Residential District as applied to the property described as:

DESCRIPTION LOT 1 OF LOT C

A TRACT OF LAND LOCATED IN PART OF LOT C IN THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER (NW ¼ NE FRAC. ¼) OF SECTION 2, 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 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest (SW) corner of said Lot C, Thence North 89° 59'26" East, along the South line of said Lot C, 177.80 feet; Thence North 00° 01'37" East, 299.90 feet; Thence South 89° 56' 35" West, 177.80 feet to the West line of said Lot C; Thence South 00° 01' 37" West, along said West line, 299.75 feet to the Point of Beginning.

Hereafter known as Lot 1 of Lot C in Section 2, Township 90 North, Range 37 West of the 5th P.M.; Buena Vista County, Iowa.

Tract contains 1.22 acres and is subject to all easements of record.

DESCRIPTION LOT 2 OF LOT C

A TRACT OF LAND LOCATED IN PART OF LOT C IN THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER (NE ¼ NE FRAC. ¼) OF SECTION 2, 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 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

Beginning at the Northeast (NE) corner of said Lot C, Thence South 00° 17' 26" West, along the East line of said Lot C, 345.00 feet to the South line of said Lot C; Thence South 89° 59' 26" West, along said South line, 638.57 feet; Thence North 00° 01' 37" East, 299.90 feet; Thence South 89° 56' 35" West, 192.80 feet to the West line of said Lot C; Thence North 00° 02' 42" East, along said West line, 45.17 feet to the North line of said Lot C; Thence North 89° 59' 04" East, along said North line, 832.95 feet to the Point of Beginning.

Hereafter known as Lot 2 of Lot C in Section 2, Township 90 North, Range 37 West of the 5th P.M.; Buena Vista County, Iowa.

Tract contains 5.27 acres and is subject to an easement for ingress and egress and to all other easements of record.

has been filed by Suzanne Eades

The petition requests approval of a preliminary plat and final plat for a minor subdivision in the R1–Residential District. The area will remain the R1–Residential District.

A public hearing will be held by the **Planning and Zoning Commission on Tuesday, November 9th, 2021, at 5:15 p.m.** You may attend In person at City Hall, By Telephone: Dial: 1-312-626-6799 or toll-free: 1-888-475-4499 Webinar ID: 825 5453 3554 or By Computer:

<https://us06web.zoom.us/j/82554533554>

Following the hearing the board will make a recommendation to the City Council relative to the application. **The City Council will meet Monday, November 15 at 5:00 P.M.** You may attend in person at City Hall, By Telephone Dial: 1-312-626-6799 or toll-free: 1-888-475-4499 Zoom Meeting ID: 933-2006-3301, or By Computer: <https://zoom.us/j/93320063301>

You yourself, an agent or an attorney may attend the Planning & Zoning or the Council meeting in opposition to or support of the proposed preliminary plat for a minor subdivision.

Respectfully submitted,



Scott Olesen
Zoning Administrator

For legally required publications, the designated official newspaper for the City of Storm Lake is the Pilot Tribune Newspaper.

□□
Buena Vista Shari O'Bannon
Fee Book 091908
06/22/2009 @12:46PM # Pages 2
DEDW WARRANTY DEED
Total Fees: \$22.00

STATE OF IOWA
BUENA VISTA COUNTY }

ss

Entered for taxation this 22 day of June A.D. 2009

John Street
John Alexander, Clerk
Auditor
Deputy

INDEXED

Hugh J. Perry ISBA # 7050

Return Document To: Darlene M. Eades 6012 Redwood Dr. Storm Lake, IA 50588

Preparer Information: Hugh J. Perry, 116 East 5th Street Storm Lake, IA 50588, Phone: (712) 732-1646

Address Tax Statement: Suzanne L. Eades 6012 Redwood Dr. Storm Lake, IA 50588

WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration*, **Darlene M. Eades**, a single person, do hereby Convey to **Suzanne L. Eades** the following described real estate in Buena Vista County, Iowa:

Legal Description Attached

**No consideration, Deed from parent to child*

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: May 28, 2009 Darlene M. Eades
Darlene M. Eades (Grantor)

STATE OF IOWA, COUNTY OF BUENA VISTA

This instrument was acknowledged before me on May 28, 2009, by Darlene M. Eades, a single person.

Hugh J. Perry
Notary Public
HUGH J. PERRY
Commission Number 440444
My Commission Expires
March 21, 2011

EADES LEGAL DESCRIPTION

A tract of land located in the Northwest Quarter of the Northeast Fractional Quarter (NW 1/4 NE FRAC 1/4) OF Section 2, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa and more particularly described as follows:

Commencing at the Southeast (SE) Corner of Lot Four (4), Block One (1) of Ferry's Subdivision of the Northwest Quarter of the Northeast Fractional Quarter (NW 1/4 NE FRAC 1/4) of said Section 2; Thence on an assumed bearing of South 00° 17' 26" West, along the West line of the East Three Hundred feet (E 300') of the North Twenty-five acres (N 25 AC) of said Northwest Quarter of the Northeast Fractional Quarter (NW 1/4 NE FRAC 1/4), 130.00 feet to the Point of Beginning. Thence South 89° 59' 04" West, 832.95 feet; Thence South 00° 02' 42" West, 45.17 feet; Thence North 89° 56' 35" East, 15.00 feet; Thence South 00° 01' 37" West, 299.75 feet to the South line of the North Twenty-five acres (N 25 AC) of said Northwest Quarter of the Northeast Fractional Quarter (NW 1/4 NE FRAC 1/4); Thence North 89° 59' 26" East, along said South line, 816.37 feet to the West line of the East Three Hundred feet (E 300') of the North Twenty-five acres (N 25 AC) of said Northwest Quarter of the Northeast Fractional Quarter (NW 1/4 NE FRAC 1/4); Thence North 00° 17' 26" East, along said West line, 345.00 feet to the Point of Beginning.

Hereafter known as Lot C of Section 2, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 6.49 Acres and is subject to an easement for ingress and egress recorded in Deed Book 43, Page 543 in the Buena Vista County Recorder's Office and to all other easements of record.

AND

A tract of land in the Northwest Quarter of the Northeast Fractional Quarter, of Section 2, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa and being more particularly described as follows:

Commencing at the Northwest (NW) Corner of the Northeast Quarter (NE 1/4) of Section Two (2), Township Ninety (90) North, Range Thirty-Seven (37) West; Thence 185 feet along the North line of said South Northeast Quarter to the Point of Beginning; Thence South 350 feet; Thence East a distance of 60 feet on a line parallel with the North line of said Northeast Quarter; Thence North 350 feet; Thence West along the North line of said Northeast Quarter a distance of 60 feet to the Point of Beginning.

MACK, HANSEN, GADD, ARMSTRONG & BROWN, P.C.

ATTORNEYS AND COUNSELORS AT LAW
316 EAST SIXTH STREET
P.O. BOX 278
STORM LAKE, IOWA 50588-0278

EDGAR E. MACK (1913-1992)
DOUGLAS W. HANSEN (Retired)
STEPHEN R. GADD (1941-2017)

TELEPHONE: (712) 732-3538
FAX: (712) 732-7578
EMAIL: ted@mhgab.com

GARY W. ARMSTRONG
TED BROWN

November 1, 2021

Scott Olesen
City of Storm Lake
P.O. Box 1086
Storm Lake, Iowa 50588

RE: Suzanne Eades - Plat of Survey

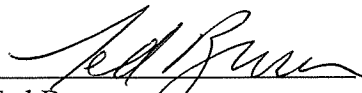
Dear Scott:

I have enclosed with this letter the Dedication of Plat with survey attached signed by Suzanne Eades, the Certification of Owner also signed by Suzanne Eades, and an Attorney's Title Opinion signed by me. Also enclosed you will find a Consent of Lien Holder signed by a representative of Central Bank as said bank had a mortgage as noted in my title opinion

If you need anything further in connection with this matter in order to proceed, please let me know.

Sincerely,

**MACK, HANSEN, GADD, ARMSTRONG
& BROWN, P.C.**

By: 
Ted Brown

TB:tlp
Enclosure

DEDICATION OF PLAT NW ¼ NE FRAC. ¼ SECTION 2 TOWNSHIP T-90-N RANGE R-
37-W LOTS 1 AND 2 OF LOT C

By: Suzanne Eades

To: The Public

The undersigned Suzanne Eades, hereby states that the following described real property located in Storm Lake, Buena Vista County, Iowa, to wit:

LOT 1 OF LOT C LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER (NW ¼ NE FRAC. ¼) OF SECTION 2, 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

LOT 2 OF LOT C IN THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER (NE ¼ NE FRAC. ¼) OF SECTION 2, 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

Is hereby platted in accord WITH THE Plat Map attached hereto as Exhibit "A" and made part hereof.

All Easements are shown in the attached Plat Map designated as Exhibit "A", if any.

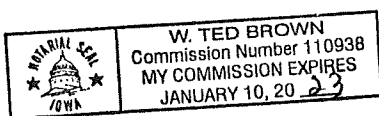
The undersigned further states that this platting and dedication is freely and voluntarily done by Suzanne Eades, the unqualified owner of the platted real estate and she further states that said real property is free from all liens and encumbrances, except for those listed in Exhibit "B" (Attorney Title Opinion), attached hereto.

Dated at Storm Lake, Buena Vista County, Iowa, this 29th day of October, 2021.


Suzanne Eades

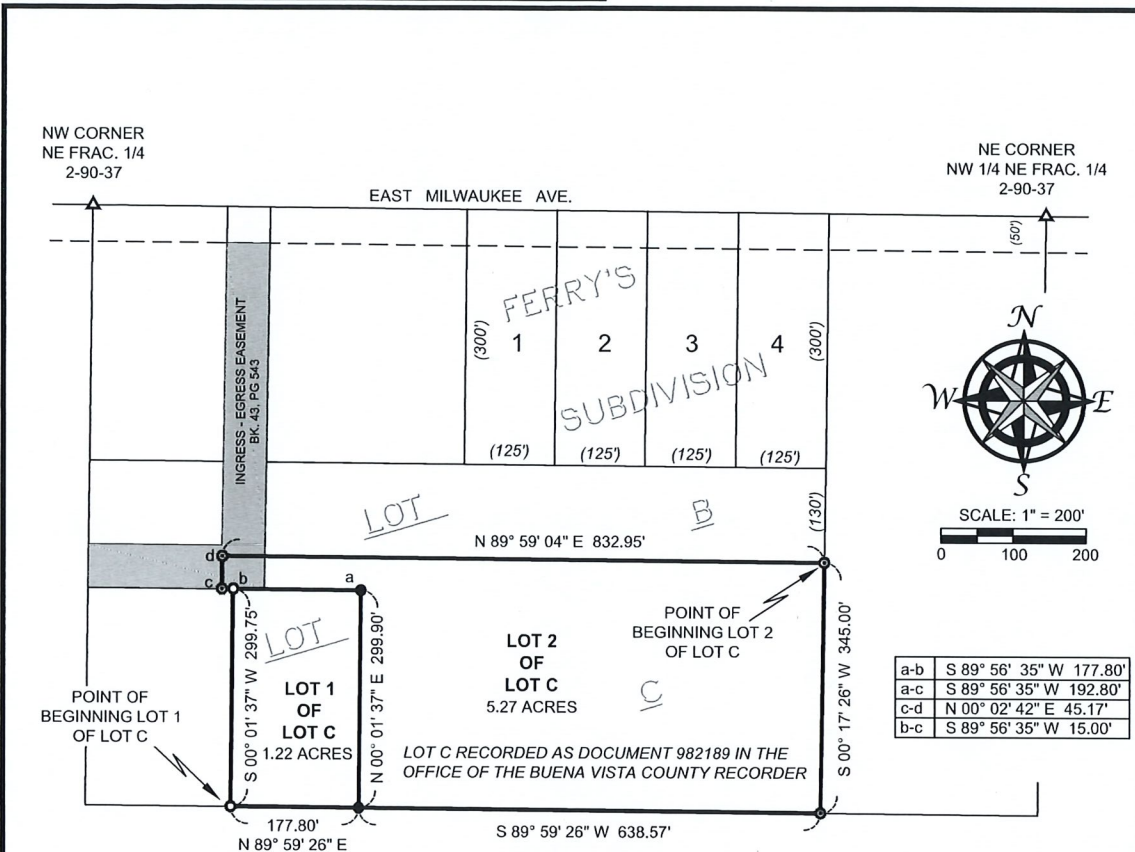
STATE OF IOWA, COUNTY OF BUENA VISTA:ss

On this 29th day of October, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Suzanne Eades whom being by me duly sworn, did say the foregoing Dedication was signed on her behalf and provided as a voluntary act with her free consent and in accordance with her desire.




Notary Public in and for the State of Iowa
My Commission Expires: 1-10-2023

INDEX LEGEND	
PLAT OF SURVEY SUBDIVISION OF LOT C	
CITY: STORM LAKE	
COUNTY: BUENA VISTA	
SUBDIVISION/ADDITION NAME:	
ALIQUOT PART: NW 1/4 NE FRAC. 1/4	
SECTION: 2	
TOWNSHIP: T-90-N	
RANGE: R-37-W	
PROPRIETOR: SUZANNE L. EADES	
SURVEY PREPARED FOR: FORREST KNOLL	
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	



DESCRIPTION LOT 1 OF LOT C

A TRACT OF LAND LOCATED IN PART OF LOT C IN THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER (NW 1/4 NE FRAC. 1/4) OF SECTION 2, 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 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest (SW) corner of said Lot C, Thence North 89° 59' 26" East, along the South line of said Lot C, 177.80 feet; Thence North 00° 01' 37" East, 299.90 feet; Thence South 89° 56' 35" West, 177.80 feet to the West line of said Lot C; Thence South 00° 01' 37" West, along said West line, 299.75 feet to the Point of Beginning.

Hereafter known as Lot 1 of Lot C in Section 2, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 1.22 acres and is subject to all easements of record.

DESCRIPTION LOT 2 OF LOT C

A TRACT OF LAND LOCATED IN PART OF LOT C IN THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER (NW 1/4 NE FRAC. 1/4) OF SECTION 2, 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 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of said Lot C; Thence South 00° 17' 26" West, along the East line of said Lot C, 345.00 feet to the South line of said Lot C; Thence South 89° 59' 26" West, along said South line, 638.57 feet; Thence North 00° 01' 37" East, 299.90 feet; Thence South 89° 56' 35" West, 192.80 feet to the West line of said Lot C; Thence North 00° 02' 42" East, along said West line, 45.17 feet to the North line of said Lot C; Thence North 89° 59' 04" East, along said North line, 832.95 feet to the Point of Beginning.

Hereafter known as Lot 2 of Lot C in Section 2, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 5.27 acres and is subject to an easement for ingress and egress and to all other easements of record.

LEGEND OF SYMBOLS/ABBREVIATIONS

- CORNERS FOUND (1/2" rebar - no cap)
- CORNERS FOUND (1/2" rebar w/rpc no. 11810)
- CORNERS SET (1/2" rebar w/rpc no. 11810)
- ▲ SECTION CORNER FOUND
- 100.00' MEASURED
- (100.00') RECORDED AS
- rpc RED PLASTIC CAP

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, 2021
 Pages covered by this seal 1

ISG
 I+S GROUP
 PN: 21-25900
 Drawn: JSS
 Sheet 1 OF 1
 Surveyed by: JSS
 Surveyed: 10/7/21
 Revised:
 Drawing Name:

STATE OF IOWA, COUNTY OF BUENA VISTA: SS

BY: Suzanne Eades
Suzanne Eades

STATE OF IOWA)
) ss.
COUNTY OF BUENA VISTA)

W. Ted Brown
Notary Public in and for the State of Iowa
My Commission Expires: 1-10-2023

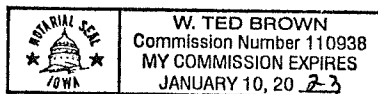


EXHIBIT B

ATTORNEY'S TITLE OPINION

I, Ted Brown, of Mack, Hansen, Gadd, Armstrong & Brown, P.C., being an attorney practicing law in the City of Storm Lake, Buena Vista County, Iowa, hereby certify that I have examined the abstract of title to the real estate involved in the Plat of Survey of Subdivision of Lot C in Section 2, Township 90 North, Range 37 West of the 5th P.M., a subdivision to the City of Storm Lake, Iowa and I certify that said abstract shows said property is free from all judgments, attachments or mechanic's liens of record, real estate taxes are paid to date, and that title to said real estate is in the name of Suzanne L. Eades, subject to the following:

A mortgage in favor of Central Bank filed January 20, 2020 as Instrument No. 200045.

Dated: October 29, 2021

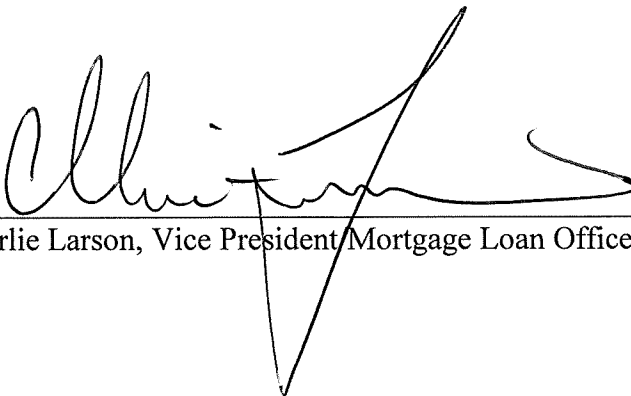


Ted Brown, Attorney at Law

CONSENT OF LIEN HOLDER

Central Bank by it's undersigned authorized officer does hereby consent to the approval of the Plat of Survey of Subdivision of Lot C in the Northwest Quarter of the Northeast Fractional Quarter (NW¼ NE FRAC ¼) of Section 2, Township 90 North, Range 37 West of the 5th P.M.

Dated this 29 of October, 2021.

A handwritten signature in black ink, appearing to read 'Charlie Larson', is written over a horizontal line. The signature is stylized with a large initial 'C' and a long, sweeping horizontal stroke.

Charlie Larson, Vice President/Mortgage Loan Officer

**ACTION TAKEN ON PRELIMINARY AND FINAL
SUBDIVISION REQUEST**

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION

Date: November 9, 2021

Application: 2021-3

Applicant: Suzanne Eades



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

The Planning and Zoning Commission has reviewed the foregoing application and hereby recommends to the City Council that the request be

X Approved _____ Denied.

The reasons for approval or denial: All requirements of Article 3 of the Subdivision Ordinance have been met by the applicant. The lot meets requirements of the Zoning Ordinance, and of the Comprehensive Plan goal 4, the lot size and intended use fit with existing use of the area, and goal 5, to expand housing stock and promote development. There is no request for change in Zoning.

Acted upon this 10 day of NOVEMBER, 2021

Signed: [Signature]
Chairman, Planning & Zoning

Attest: Collette Baker
Secretary, Planning & Zoning

The City Council has reviewed the foregoing application and recommendations and hereby

Approves _____ Denies _____ the request.

Dated this _____ day of _____, 2021

Signed: _____
Mayor

Attest: _____
City Clerk

INDEX LEGEND
PLAT OF SURVEY SUBDIVISION OF LOT C
CITY: STORM LAKE
COUNTY: BUENA VISTA
SUBDIVISION/ADDITION NAME:
ALIQUOT PART: NW 1/4 NE FRAC. 1/4
SECTION: 2
TOWNSHIP: T-90-N
RANGE: R-37-W
PROPRIETOR:SUZANNE L. EADES
SURVEY PREPARED FOR: FORREST KNOLL
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

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Hereafter known as Lot 1 of Lot C in Section 2, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 1.22 acres and is subject to all easements of record.

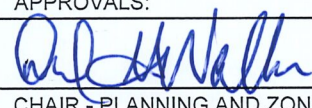
DESCRIPTION LOT 2 OF LOT C

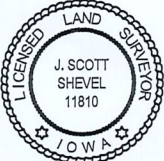
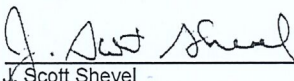
A TRACT OF LAND LOCATED IN PART OF LOT C IN THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER (NW ¼ NE FRAC. ¼) OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of said Lot C; Thence South 00° 17' 26" West, along the East line of said Lot C, 345.00 feet to the South line of said Lot C; Thence South 89° 59' 26" West, along said South line, 638.57 feet; Thence North 00° 01' 37" East, 299.90 feet; Thence South 89° 56' 35" West, 192.80 feet to the West line of said Lot C; Thence North 00° 02' 42" East, along said West line, 45.17 feet to the North line of said Lot C; Thence North 89° 59' 04" East, along said North line, 832.95 feet to the Point of Beginning.

Hereafter known as Lot 2 of Lot C in Section 2, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 5.27 acres and is subject to an easement for ingress and egress and to all other easements of record.

OWNER DEVELOPER: SUZANNE L. EADES ADDRESS: 6012 READWOOD DRIVE, STORM LAKE, IA. 50588	
APPROVALS:	
	11/10/21
CHAIR - PLANNING AND ZONING COMMISSION	DATE:
MAYOR - CITY OF STORM LAKE	DATE
ADMINISTRATIVE OFFICIAL - CITY OF STORM LAKE	DATE

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.		 Architecture Engineering Land Surveying Environmental Planning www.is-grp.com
	 J. Scott Shevel License Number 11810 My License renewal date is December 31, 2021 Pages covered by this seal 2	
		I+S GROUP PN: 21-25900 Drawn: JSS Sheet 1 OF 2 Surveyed by: JSS Surveyed: 10/7/21 Revised: 10/27/21 Drawing Name:

NW CORNER
NE FRAC. 1/4
2-90-37

NE CORNER
NW 1/4 NE FRAC. 1/4
2-90-37

EAST MILWAUKEE AVE.

INGRESS - EGRESS EASEMENT
BK. 43, PG 543

FERRY'S
SUBDIVISION

LOT

B

N 89° 59' 04" E 832.95'

LOT

LOT 1
OF
LOT C
1.22 ACRES

LOT 2
OF
LOT C
5.27 ACRES

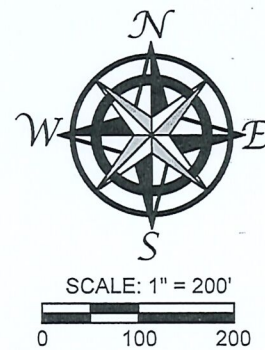
C

LOT C RECORDED AS DOCUMENT 982189 IN THE
OFFICE OF THE BUENA VISTA COUNTY RECORDER

POINT OF
BEGINNING LOT 2
OF LOT C

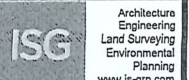
POINT OF
BEGINNING LOT 1
OF LOT C

a-b	S 89° 56' 35" W 177.80'
a-c	S 89° 56' 35" W 192.80'
c-d	N 00° 02' 42" E 45.17'
b-c	S 89° 56' 35" W 15.00'



LEGEND OF SYMBOLS/ABBREVIATIONS

- CORNERS FOUND (1/2" rebar - no cap)
- ◉ CORNERS FOUND (1/2" rebar w/rpc no. 11810)
- CORNERS SET (1/2" rebar w/rpc no. 11810)
- ▲ SECTION CORNER FOUND
- 100.00' MEASURED
- (100.00') RECORDED AS
- rpc RED PLASTIC CAP



I+S GROUP
PN: 21-25900
Drawn: JSS
Sheet 2 OF 2
Surveyed by: JSS
Surveyed: 10/7/21
Revised: 10/27/21
Drawing Name:

Staff Summary

11/15/2021
Agenda Item # 7.



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

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building & Code Compliance Director

SUBJECT: **Resolution No. 42-R-2021-2022 Approving Plat Of A Subdivision In Lot C In The Northwest Quarter Of The Northeast Fractional Quarter Of Section 2, Township 90 North, Range 37 West Of The 5th P.M. In The City Of Storm Lake, Buena Vista County, Iowa**

BACKGROUND: This agenda item is a request for a proposed preliminary and final plat for a minor subdivision by Suzanne Eades. Since the proposed subdivision of land is considered a minor subdivision in accordance with the Storm Lake Subdivision Ordinance, the preliminary and final plats can be reviewed and approved at the same meeting by the Planning and Zoning Commission and the Storm Lake City Council.

A minor subdivision is defined as a division of land into no more than four lots and does not require the installation of streets, sewer, or water.

The intended use is to build a single family dwelling.

The lots meet all bulk regulations, are located on an existing street, has existing utilities, and provide for utility easements along the common lot lines.

A copy of the proposed plat is attached to this staff summary.

The Planning and Zoning Commission has reviewed the request submitted by Suzanne Eades and has recommended approval of the application. The vote was 4-0.

FISCAL IMPACT: Approximately \$300.00 for the cost of publication, mailings, and Attorney's fees.

RECOMMENDATION: Review and adopt Resolution No. 42-R-2021-2022 approving plat of a subdivision in lot C in the northwest quarter of the northeast fractional quarter of section 2, township 90 north, range 37 west of the 5th p.m. in the City Of Storm Lake, Buena Vista County, Iowa,

ATTACHMENTS:

Description	Type
□ Application	Application
□ Map	Map
□ Public Notice	Letter
□ Current Lot "C" legal description	Backup Material
□ Legal Documents	Backup Material
□ Plat - Redwood Drive Subdivision	Backup Material
□ Letter of Recommendation	Letter
□ Resolution No. 42-R-2021-2022	Resolution

MINOR SUBDIVISION REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



City of Storm Lake
PO Box 1086
Storm Lake, IA 50586
p (712) 732-8000
f (712) 732-4114

PROPERTY ADDRESS:

6012 Redwood Drive

PROPERTY OWNER:

Suzanne Eades

OWNER ADDRESS
(if different than above):

OWNER PHONE NUMBER:

712-299-7089

OWNER EMAIL:

eadessu6@gmail.com

The City of Storm Lake Subdivision Ordinance requires the property owner to submit the information located in Article 3 of the Storm Lake Subdivision Ordinance and in the Subdivision Checklist, which must accompany this application before it can be considered by the Planning and Zoning Commission and the City Council:

6 copies of the proposed plat must be submitted per the Subdivision Ordinance and 8 copies are required for subdivisions outside the corporate limits.

This application must be submitted along with all supporting documents to City Hall at least 30 calendar days before the Planning and Zoning meeting.

Attach a plat showing the locations, dimensions, and use of the applicant's property and all property within three hundred (300') feet including streets, alleys, railroads, and other physical features.

If disturbing more than an acre of land, you will need to apply for a NPDES General Permit #2 with Iowa Department of Natural Resources.

The request for a minor subdivision will be heard by the Planning and Zoning Commission and the City Council at separate meetings. A minor subdivision can have simultaneous review of a preliminary and final plat.

The City of Storm Lake will notify all property owners within three hundred (300') feet of the applicant's property notifying them of the upcoming hearing.

The City of Storm Lake will notify the applicant of the hearing date.

The City of Storm Lake will publish a public hearing notice in a locally circulated newspaper not less than 10 days and no more than 20 days prior to the meeting.

A non refundable application fee of **\$300.00** is required at time of the application. The fee will not be refunded if the request is denied by the Planning and Zoning Commission or the City Council.

* Forest Knoll
712-229-5141
forrest.knoll@gmail.com

MINOR SUBDIVISION REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



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

ADDRESS OF PROPERTY:

6012 Redwood Drive

LEGAL DESCRIPTION OF PROPERTY:

2-90-37 S.L. Corp. Hayes Lotc, in
NW 1/4 NE, FR 1/4

PRESENT ZONING CLASSIFICATION:

R-1, Low Density Residential

REQUESTED ZONING CLASSIFICATION:

R-1

EXISTING USE OF PROPERTY:

Agricultural

REQUESTED USE OF PROPERTY:

Single Family Dwelling

SIGNATURE OF PROPERTY OWNER:

Luganm Lades

Date:

8-16-2021

City of Storm Lake Use

Meeting Date:

Appeal No.:

2021-2

Application Fee Paid:

Date:

Date Application Deemed Complete:



Legend

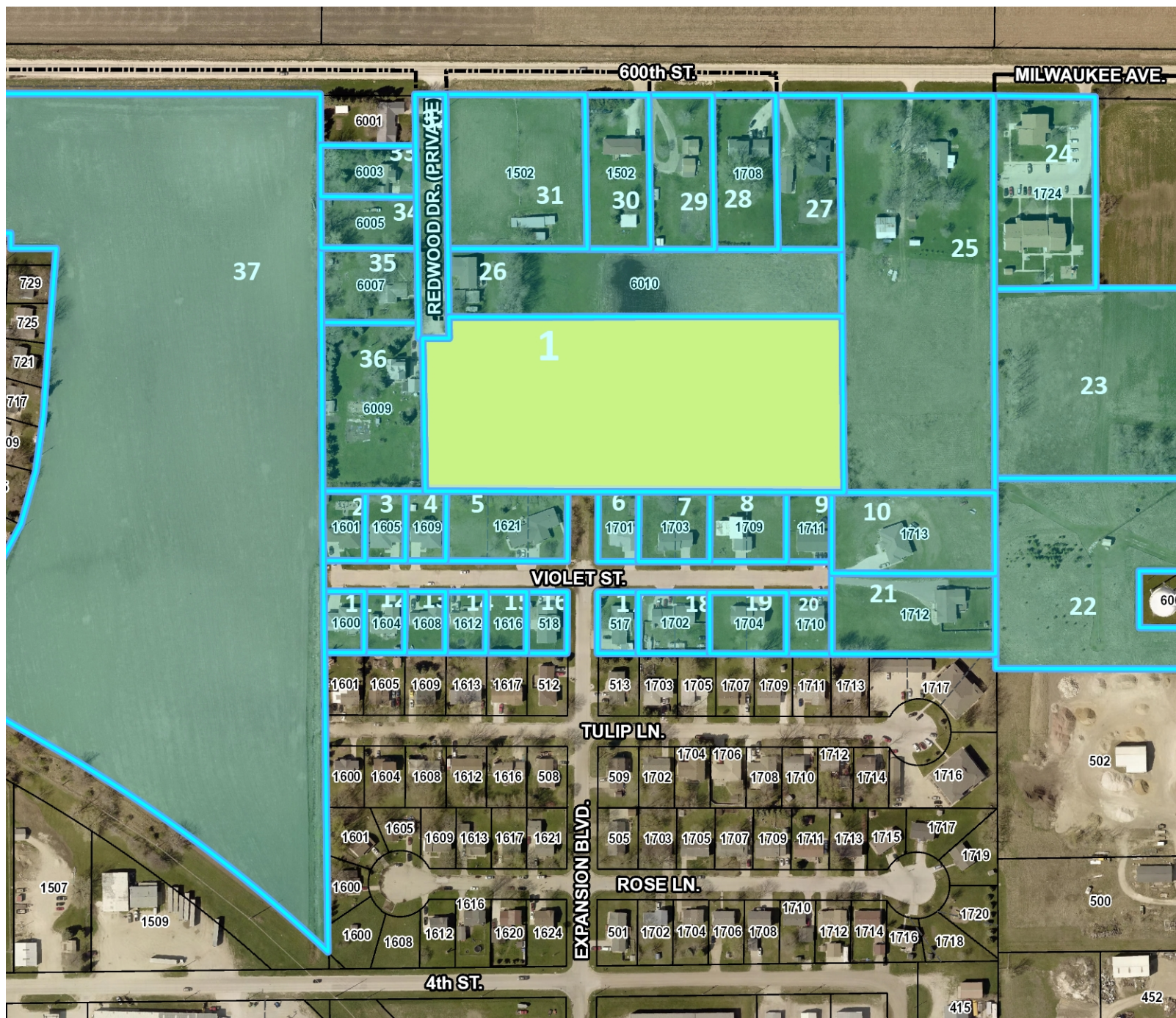
- City Limits
- Lot Lines
- Parcels (6-14-2021)

Map Name



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Storm Lake is not responsible for any inaccuracies herein contained.



0 263 Feet



**NOTICE TO ADJOINING PROPERTY OWNERS
PLANNING AND ZONING COMMISSION
CITY OF STORM LAKE**

File number: 2021-3

October 26, 2021

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

In person at City Hall

By Telephone: Dial: 1-312-626-6799 or toll-free: 1-888-475-4499
Webinar ID: 825 5453 3554

By Computer: <https://us06web.zoom.us/j/82554533554>

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

A petition for a preliminary plat and final plat for a minor subdivision in the R1–Residential District as applied to the property described as:

DESCRIPTION LOT 1 OF LOT C

A TRACT OF LAND LOCATED IN PART OF LOT C IN THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER (NW ¼ NE FRAC. ¼) OF SECTION 2, 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 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest (SW) corner of said Lot C, Thence North 89° 59'26" East, along the South line of said Lot C, 177.80 feet; Thence North 00° 01'37" East, 299.90 feet; Thence South 89° 56' 35" West, 177.80 feet to the West line of said Lot C; Thence South 00° 01' 37" West, along said West line, 299.75 feet to the Point of Beginning.

Hereafter known as Lot 1 of Lot C in Section 2, Township 90 North, Range 37 West of the 5th P.M.; Buena Vista County, Iowa.

Tract contains 1.22 acres and is subject to all easements of record.

DESCRIPTION LOT 2 OF LOT C

A TRACT OF LAND LOCATED IN PART OF LOT C IN THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER (NE ¼ NE FRAC. ¼) OF SECTION 2, 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 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

Beginning at the Northeast (NE) corner of said Lot C, Thence South 00° 17' 26" West, along the East line of said Lot C, 345.00 feet to the South line of said Lot C; Thence South 89° 59' 26" West, along said South line, 638.57 feet; Thence North 00° 01' 37" East, 299.90 feet; Thence South 89° 56' 35" West, 192.80 feet to the West line of said Lot C; Thence North 00° 02' 42" East, along said West line, 45.17 feet to the North line of said Lot C; Thence North 89° 59' 04" East, along said North line, 832.95 feet to the Point of Beginning.

Hereafter known as Lot 2 of Lot C in Section 2, Township 90 North, Range 37 West of the 5th P.M.; Buena Vista County, Iowa.

Tract contains 5.27 acres and is subject to an easement for ingress and egress and to all other easements of record.

has been filed by Suzanne Eades

The petition requests approval of a preliminary plat and final plat for a minor subdivision in the R1–Residential District. The area will remain the R1–Residential District.

A public hearing will be held by the **Planning and Zoning Commission on Tuesday, November 9th, 2021, at 5:15 p.m.** You may attend In person at City Hall, By Telephone: Dial: 1-312-626-6799 or toll-free: 1-888-475-4499 Webinar ID: 825 5453 3554 or By Computer:

<https://us06web.zoom.us/j/82554533554>

Following the hearing the board will make a recommendation to the City Council relative to the application. **The City Council will meet Monday, November 15 at 5:00 P.M.** You may attend in person at City Hall, By Telephone Dial: 1-312-626-6799 or toll-free: 1-888-475-4499 Zoom Meeting ID: 933-2006-3301, or By Computer: <https://zoom.us/j/93320063301>

You yourself, an agent or an attorney may attend the Planning & Zoning or the Council meeting in opposition to or support of the proposed preliminary plat for a minor subdivision.

Respectfully submitted,



Scott Olesen
Zoning Administrator

For legally required publications, the designated official newspaper for the City of Storm Lake is the Pilot Tribune Newspaper.

□□
Buena Vista Shari O'Bannon
Fee Book 091908
06/22/2009 @12:46PM # Pages 2
DEDW WARRANTY DEED
Total Fees: \$22.00

STATE OF IOWA
BUENA VISTA COUNTY } ss

Entered for taxation this 22 day of

June A.D. 2009
John Street Auditor
Jan Alexander, Clerk Deputy

INDEXED

Hugh J. Perry ISBA # 7050

Return Document To: Darlene M. Eades 6012 Redwood Dr. Storm Lake, IA 50588

Preparer Information: Hugh J. Perry, 116 East 5th Street Storm Lake, IA 50588, Phone: (712) 732-1646

Address Tax Statement: Suzanne L. Eades 6012 Redwood Dr. Storm Lake, IA 50588

WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration*, **Darlene M. Eades**, a single person, do hereby Convey to **Suzanne L. Eades** the following described real estate in Buena Vista County, Iowa:

Legal Description Attached

**No consideration, Deed from parent to child*

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: May 28, 2009 Darlene M. Eades
Darlene M. Eades (Grantor)

STATE OF IOWA, COUNTY OF BUENA VISTA

This instrument was acknowledged before me on May 28, 2009, by Darlene M. Eades, a single person.

Hugh J. Perry
Notary Public
HUGH J. PERRY
Commission Number 440444
My Commission Expires
March 21, 2011

EADES LEGAL DESCRIPTION

A tract of land located in the Northwest Quarter of the Northeast Fractional Quarter (NW 1/4 NE FRAC 1/4) OF Section 2, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa and more particularly described as follows:

Commencing at the Southeast (SE) Corner of Lot Four (4), Block One (1) of Ferry's Subdivision of the Northwest Quarter of the Northeast Fractional Quarter (NW 1/4 NE FRAC 1/4) of said Section 2; Thence on an assumed bearing of South 00° 17' 26" West, along the West line of the East Three Hundred feet (E 300') of the North Twenty-five acres (N 25 AC) of said Northwest Quarter of the Northeast Fractional Quarter (NW 1/4 NE FRAC 1/4), 130.00 feet to the Point of Beginning. Thence South 89° 59' 04" West, 832.95 feet; Thence South 00° 02' 42" West, 45.17 feet; Thence North 89° 56' 35" East, 15.00 feet; Thence South 00° 01' 37" West, 299.75 feet to the South line of the North Twenty-five acres (N 25 AC) of said Northwest Quarter of the Northeast Fractional Quarter (NW 1/4 NE FRAC 1/4); Thence North 89° 59' 26" East, along said South line, 816.37 feet to the West line of the East Three Hundred feet (E 300') of the North Twenty-five acres (N 25 AC) of said Northwest Quarter of the Northeast Fractional Quarter (NW 1/4 NE FRAC 1/4); Thence North 00° 17' 26" East, along said West line, 345.00 feet to the Point of Beginning.

Hereafter known as Lot C of Section 2, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 6.49 Acres and is subject to an easement for ingress and egress recorded in Deed Book 43, Page 543 in the Buena Vista County Recorder's Office and to all other easements of record.

AND

A tract of land in the Northwest Quarter of the Northeast Fractional Quarter, of Section 2, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa and being more particularly described as follows:

Commencing at the Northwest (NW) Corner of the Northeast Quarter (NE 1/4) of Section Two (2), Township Ninety (90) North, Range Thirty-Seven (37) West; Thence 185 feet along the North line of said South Northeast Quarter to the Point of Beginning; Thence South 350 feet; Thence East a distance of 60 feet on a line parallel with the North line of said Northeast Quarter; Thence North 350 feet; Thence West along the North line of said Northeast Quarter a distance of 60 feet to the Point of Beginning.

MACK, HANSEN, GADD, ARMSTRONG & BROWN, P.C.

ATTORNEYS AND COUNSELORS AT LAW
316 EAST SIXTH STREET
P.O. BOX 278
STORM LAKE, IOWA 50588-0278

EDGAR E. MACK (1913-1992)
DOUGLAS W. HANSEN (Retired)
STEPHEN R. GADD (1941-2017)

TELEPHONE: (712) 732-3538
FAX: (712) 732-7578
EMAIL: ted@mhgab.com

GARY W. ARMSTRONG
TED BROWN

November 1, 2021

Scott Olesen
City of Storm Lake
P.O. Box 1086
Storm Lake, Iowa 50588

RE: Suzanne Eades - Plat of Survey

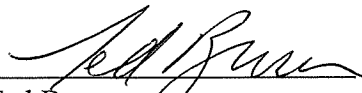
Dear Scott:

I have enclosed with this letter the Dedication of Plat with survey attached signed by Suzanne Eades, the Certification of Owner also signed by Suzanne Eades, and an Attorney's Title Opinion signed by me. Also enclosed you will find a Consent of Lien Holder signed by a representative of Central Bank as said bank had a mortgage as noted in my title opinion

If you need anything further in connection with this matter in order to proceed, please let me know.

Sincerely,

**MACK, HANSEN, GADD, ARMSTRONG
& BROWN, P.C.**

By: 
Ted Brown

TB:tlp
Enclosure

DEDICATION OF PLAT NW ¼ NE FRAC. ¼ SECTION 2 TOWNSHIP T-90-N RANGE R-
37-W LOTS 1 AND 2 OF LOT C

By: Suzanne Eades

To: The Public

The undersigned Suzanne Eades, hereby states that the following described real property located in Storm Lake, Buena Vista County, Iowa, to wit:

LOT 1 OF LOT C LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER (NW ¼ NE FRAC. ¼) OF SECTION 2, 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

LOT 2 OF LOT C IN THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER (NE ¼ NE FRAC. ¼) OF SECTION 2, 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

Is hereby platted in accord WITH THE Plat Map attached hereto as Exhibit "A" and made part hereof.

All Easements are shown in the attached Plat Map designated as Exhibit "A", if any.

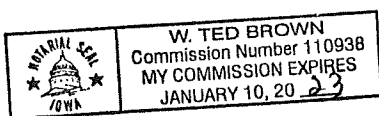
The undersigned further states that this platting and dedication is freely and voluntarily done by Suzanne Eades, the unqualified owner of the platted real estate and she further states that said real property is free from all liens and encumbrances, except for those listed in Exhibit "B" (Attorney Title Opinion), attached hereto.

Dated at Storm Lake, Buena Vista County, Iowa, this 29th day of October, 2021.


Suzanne Eades

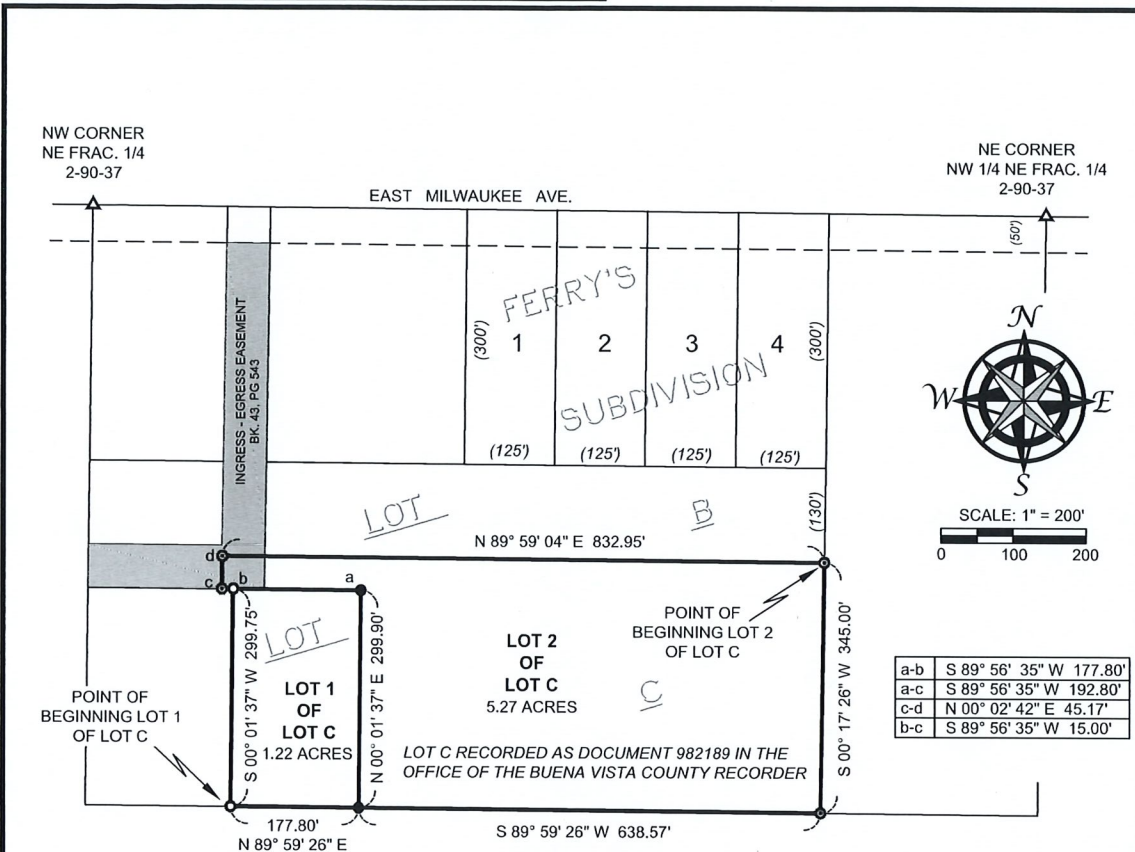
STATE OF IOWA, COUNTY OF BUENA VISTA:ss

On this 29th day of October, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Suzanne Eades whom being by me duly sworn, did say the foregoing Dedication was signed on her behalf and provided as a voluntary act with her free consent and in accordance with her desire.




Notary Public in and for the State of Iowa
My Commission Expires: 1-10-2023

INDEX LEGEND	
PLAT OF SURVEY SUBDIVISION OF LOT C	
CITY: STORM LAKE	
COUNTY: BUENA VISTA	
SUBDIVISION/ADDITION NAME:	
ALIQUOT PART: NW 1/4 NE FRAC. 1/4	
SECTION: 2	
TOWNSHIP: T-90-N	
RANGE: R-37-W	
PROPRIETOR: SUZANNE L. EADES	
SURVEY PREPARED FOR: FORREST KNOLL	
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	



DESCRIPTION LOT 1 OF LOT C

A TRACT OF LAND LOCATED IN PART OF LOT C IN THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER (NW 1/4 NE FRAC. 1/4) OF SECTION 2, 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 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest (SW) corner of said Lot C, Thence North 89° 59' 26" East, along the South line of said Lot C, 177.80 feet; Thence North 00° 01' 37" East, 299.90 feet; Thence South 89° 56' 35" West, 177.80 feet to the West line of said Lot C; Thence South 00° 01' 37" West, along said West line, 299.75 feet to the Point of Beginning.

Hereafter known as Lot 1 of Lot C in Section 2, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 1.22 acres and is subject to all easements of record.

DESCRIPTION LOT 2 OF LOT C

A TRACT OF LAND LOCATED IN PART OF LOT C IN THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER (NW 1/4 NE FRAC. 1/4) OF SECTION 2, 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 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of said Lot C; Thence South 00° 17' 26" West, along the East line of said Lot C, 345.00 feet to the South line of said Lot C; Thence South 89° 59' 26" West, along said South line, 638.57 feet; Thence North 00° 01' 37" East, 299.90 feet; Thence South 89° 56' 35" West, 192.80 feet to the West line of said Lot C; Thence North 00° 02' 42" East, along said West line, 45.17 feet to the North line of said Lot C; Thence North 89° 59' 04" East, along said North line, 832.95 feet to the Point of Beginning.

Hereafter known as Lot 2 of Lot C in Section 2, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 5.27 acres and is subject to an easement for ingress and egress and to all other easements of record.

LEGEND OF SYMBOLS/ABBREVIATIONS

- CORNERS FOUND (1/2" rebar - no cap)
- CORNERS FOUND (1/2" rebar w/rpc no. 11810)
- CORNERS SET (1/2" rebar w/rpc no. 11810)
- ▲ SECTION CORNER FOUND
- 100.00' MEASURED
- (100.00') RECORDED AS
- rpc RED PLASTIC CAP

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, 2021
 Pages covered by this seal 1

ISG
 I+S GROUP
 PN: 21-25900
 Drawn: JSS
 Sheet 1 OF 1
 Surveyed by: JSS
 Surveyed: 10/7/21
 Revised:
 Drawing Name:

STATE OF IOWA, COUNTY OF BUENA VISTA: SS

BY: Suzanne Eades
Suzanne Eades

STATE OF IOWA)
) ss.
COUNTY OF BUENA VISTA)

W. Ted Brown
Notary Public in and for the State of Iowa
My Commission Expires: 1-10-2023

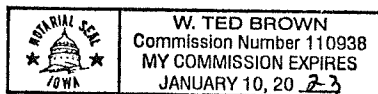


EXHIBIT B

ATTORNEY'S TITLE OPINION

I, Ted Brown, of Mack, Hansen, Gadd, Armstrong & Brown, P.C., being an attorney practicing law in the City of Storm Lake, Buena Vista County, Iowa, hereby certify that I have examined the abstract of title to the real estate involved in the Plat of Survey of Subdivision of Lot C in Section 2, Township 90 North, Range 37 West of the 5th P.M., a subdivision to the City of Storm Lake, Iowa and I certify that said abstract shows said property is free from all judgments, attachments or mechanic's liens of record, real estate taxes are paid to date, and that title to said real estate is in the name of Suzanne L. Eades, subject to the following:

A mortgage in favor of Central Bank filed January 20, 2020 as Instrument No. 200045.

Dated: October 29, 2021



Ted Brown, Attorney at Law

CONSENT OF LIEN HOLDER

Central Bank by it's undersigned authorized officer does hereby consent to the approval of the Plat of Survey of Subdivision of Lot C in the Northwest Quarter of the Northeast Fractional Quarter (NW¼ NE FRAC ¼) of Section 2, Township 90 North, Range 37 West of the 5th P.M.

Dated this 29 of October, 2021.

A handwritten signature in black ink, appearing to read 'Charlie Larson', written over a horizontal line.

Charlie Larson, Vice President/Mortgage Loan Officer

INDEX LEGEND
PLAT OF SURVEY SUBDIVISION OF LOT C
CITY: STORM LAKE
COUNTY: BUENA VISTA
SUBDIVISION/ADDITION NAME:
ALIQUOT PART: NW 1/4 NE FRAC. 1/4
SECTION: 2
TOWNSHIP: T-90-N
RANGE: R-37-W
PROPRIETOR:SUZANNE L. EADES
SURVEY PREPARED FOR: FORREST KNOLL
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

DESCRIPTION LOT 1 OF LOT C

A TRACT OF LAND LOCATED IN PART OF LOT C IN THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER (NW ¼ NE FRAC. ¼) OF SECTION 2, 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 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest (SW) corner of said Lot C, Thence North 89° 59' 26" East, along the South line of said Lot C, 177.80 feet; Thence North 00° 01' 37" East, 299.90 feet; Thence South 89° 56' 35" West, 177.80 feet to the West line of said Lot C; Thence South 00° 01' 37" West, along said West line, 299.75 feet to the Point of Beginning.

Hereafter known as Lot 1 of Lot C in Section 2, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 1.22 acres and is subject to all easements of record.

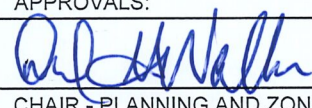
DESCRIPTION LOT 2 OF LOT C

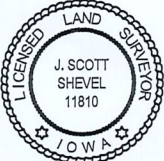
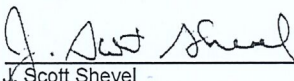
A TRACT OF LAND LOCATED IN PART OF LOT C IN THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER (NW ¼ NE FRAC. ¼) OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of said Lot C; Thence South 00° 17' 26" West, along the East line of said Lot C, 345.00 feet to the South line of said Lot C; Thence South 89° 59' 26" West, along said South line, 638.57 feet; Thence North 00° 01' 37" East, 299.90 feet; Thence South 89° 56' 35" West, 192.80 feet to the West line of said Lot C; Thence North 00° 02' 42" East, along said West line, 45.17 feet to the North line of said Lot C; Thence North 89° 59' 04" East, along said North line, 832.95 feet to the Point of Beginning.

Hereafter known as Lot 2 of Lot C in Section 2, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 5.27 acres and is subject to an easement for ingress and egress and to all other easements of record.

OWNER DEVELOPER: SUZANNE L. EADES ADDRESS: 6012 READWOOD DRIVE, STORM LAKE, IA. 50588	
APPROVALS:	
 CHAIR - PLANNING AND ZONING COMMISSION	11/10/21 DATE:
_____ MAYOR - CITY OF STORM LAKE	_____ DATE
_____ ADMINISTRATIVE OFFICIAL - CITY OF STORM LAKE	_____ DATE

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.		 Architecture Engineering Land Surveying Environmental Planning www.is-grp.com
 J. Scott Shevel License Number 11810 My License renewal date is December 31, 2021 Pages covered by this seal 2	 J. Scott Shevel Date: 10/13/21	
		I+S GROUP PN: 21-25900 Drawn: JSS Sheet 1 OF 2 Surveyed by: JSS Surveyed: 10/7/21 Revised: 10/27/21 Drawing Name:

NW CORNER
NE FRAC. 1/4
2-90-37

NE CORNER
NW 1/4 NE FRAC. 1/4
2-90-37

EAST MILWAUKEE AVE.

INGRESS - EGRESS EASEMENT
BK. 43, PG 543

FERRY'S
SUBDIVISION

POINT OF
BEGINNING LOT 2
OF LOT C

LOT

B

N 89° 59' 04" E 832.95'

LOT

LOT 1
OF
LOT C
1.22 ACRES

LOT 2
OF
LOT C
5.27 ACRES

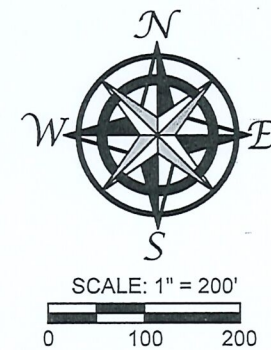
C

LOT C RECORDED AS DOCUMENT 982189 IN THE
OFFICE OF THE BUENA VISTA COUNTY RECORDER

POINT OF
BEGINNING LOT 1
OF LOT C

177.80'
N 89° 59' 26" E

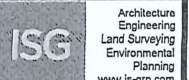
S 89° 59' 26" W 638.57'



a-b	S 89° 56' 35" W 177.80'
a-c	S 89° 56' 35" W 192.80'
c-d	N 00° 02' 42" E 45.17'
b-c	S 89° 56' 35" W 15.00'

LEGEND OF SYMBOLS/ABBREVIATIONS

- CORNERS FOUND (1/2" rebar - no cap)
- ◉ CORNERS FOUND (1/2" rebar w/rpc no. 11810)
- CORNERS SET (1/2" rebar w/rpc no. 11810)
- ▲ SECTION CORNER FOUND
- 100.00' MEASURED
- (100.00') RECORDED AS
- rpc RED PLASTIC CAP



Architecture
Engineering
Land Surveying
Environmental
Planning
www.is-grp.com

I+S GROUP

PN: 21-25900
Drawn: JSS
Sheet 2 OF 2
Surveyed by: JSS
Surveyed: 10/7/21
Revised: 10/27/21
Drawing Name:

**ACTION TAKEN ON PRELIMINARY AND FINAL
SUBDIVISION REQUEST**

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION

Date: November 9, 2021

Application: 2021-3

Applicant: Suzanne Eades



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

The Planning and Zoning Commission has reviewed the foregoing application and hereby recommends to the City Council that the request be

X Approved _____ Denied.

The reasons for approval or denial: All requirements of Article 3 of the Subdivision Ordinance have been met by the applicant. The lot meets requirements of the Zoning Ordinance, and of the Comprehensive Plan goal 4, the lot size and intended use fit with existing use of the area, and goal 5, to expand housing stock and promote development. There is no request for change in Zoning.

Acted upon this 10 day of NOVEMBER, 2021

Signed: [Signature]
Chairman, Planning & Zoning

Attest: Collette Baker
Secretary, Planning & Zoning

The City Council has reviewed the foregoing application and recommendations and hereby

Approves _____ Denies _____ the request.

Dated this _____ day of _____, 2021

Signed: _____
Mayor

Attest: _____
City Clerk

RESOLUTION NO. 42-R-2021-2022

RESOLUTION APPROVING PLAT OF A SUBDIVISION IN LOT C IN THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER (NW ¼ NE FRAC. ¼) OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M. IN THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA

WHEREAS, Suzanne Eades has presented to the Storm Lake, Iowa Planning and Zoning Commission a proposed Plat of a subdivision in Lot C in the Northwest Quarter of the Northeast Fractional Quarter (NW ¼ NE Frac. ¼) of Section 2, Township 90 North, Range 37 West of the 5th P.M. in the City of Storm Lake, Buena Vista County, Iowa (hereinafter, the “Plat”) which Plat includes Lots 1 and 2 of said Lot C and constitutes both the preliminary and final plat;

WHEREAS the Plat has been reviewed and approved by the Storm Lake, Iowa Planning and Zoning Commission, and such Commission has recommended that the City Council of the City of Storm Lake, Iowa approve the Plat;

WHEREAS, the City Council of the City of Storm Lake, Iowa has reviewed the Plat and accompanying documents and found such documents to be acceptable and in compliance with the laws, rules and regulations set forth in the relevant and applicable statutes and ordinances;

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

1. The Plat, the same being comprised of Lot 1 of Lot C and Lot 2 of Lot C, is hereby approved.
2. The Mayor and City Clerk are authorized to certify this Resolution and the certification of this Resolution shall be attached to the Plat as provided by Chapter 354 of the Code of Iowa.
3. The platting documents may be filed of record in the appropriate County offices as provided by law.

Passed, approved, and adopted this 15th day of November, 2021.

Michael Porsch, Mayor of the City of Storm Lake, Iowa

ATTEST:

Mayra A. Martinez, City Clerk of the City of Storm Lake, Iowa

Staff Summary

11/15/2021

Agenda Item # 8.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Motion Approving an Amendment to the Professional Services Agreement with Bolton & Menk for the Tulip Lane Stormwater Improvements Project**

BACKGROUND: The Tulip Lane neighborhood has been subjected to numerous flooding impacts in recent years. In March 2019, rainfall and rapid snow melt resulted in considerable ponding west of Expansion Boulevard. The proposed improvements include installation of new storm sewer intakes and 15" to 24" mains, water quality infrastructure, and related improvements.

The project is one of nine NRDC-HUD funded projects with federal funding entailing 75% and local match 25%.

Based on favorable pricing provided by the contractor and combined with the 75% grant component, additional pavement reconstruction and installation of drainage infrastructure was authorized as part of Change Order No. 1 at the October 19, 2020 meeting. This Change Order changed the scope of the project from storm sewer installation with select roadway patching to full street reconstruction of Tulip Lane from Expansion Boulevard to the west.

This amendment to the professional services agreement will provide supplemental construction materials testing services associated with the additional grading, subgrade preparation, aggregate base installation, and concrete roadway construction associated with the aforementioned Change Order.

FISCAL IMPACT: Estimated \$1,650 fee for supplemental construction materials testing services. The project is federally funded 75% with 25% local match

RECOMMENDATION: Approve the amendment to the agreement with Bolton & Menk for engineering services for the Tulip Lane Stormwater Improvements project.

ATTACHMENTS:

Description		Type
	Amendment	Backup Material

**CITY OF STORM LAKE, IOWA AND BOLTON & MENK, INC.
AMENDMENT TO TASK ORDER FOR PROFESSIONAL SERVICES**

TASK ORDER NO: 5 – 2020 Tulip Lane Stormwater Improvements

AMENDMENT NO: 2 – Supplemental Construction Materials Testing Services

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS AMENDMENT: November 15, 2021

DATE OF TASK ORDER: January 6, 2020

**DATE OF AMENDMENT NO. 1 TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES:
December 21, 2020**

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: November 5, 2018

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services (“Master Agreement”) and a Task Order Agreement for Professional Services (“Task Order”) as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order Amendment and the terms and conditions of the Master Agreement and Task Order. CLIENT and CONSULTANT agree as follows:

1.0 Scope of Services:

CONSULTANT shall perform the Services listed below. All terms and conditions of the Master Agreement and Task Order 5 (and as amended previously) are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

- Supplemental Construction Materials Testing Services associated with the scope modification from storm sewer installation with select roadway patching to full street reconstruction of Tulip Lane from Expansion Boulevard to the western terminus, including
 - Construction Materials Testing associated with additional grading, subgrade preparation, aggregate base installation, and concrete materials testing resultant of Change Order No. 1

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows.

TASK	DESCRIPTION	Amendment No. 2	Total Cost
1	Field Data Collection, Design Engineering, and Bidding Services	\$0	\$48,350
2	Construction Engineering Services	\$0	\$66,630
3	CDBG Administration Assistance	\$0	\$5,120
4	Construction Materials Testing	\$1,650	\$2,915
TOTALS		\$1,650	\$123,015

Tasks 1-3 compensation is unchanged from Task Order 5, Amendment 1.

Task 4 compensation structure is unchanged from Task Order 5, Amendment 1. This amendment represents an
2020 Tulip Lane Stormwater Improvements Page 1 of 2 2019 (20190712)
Amendment No. 2

additional 4 occurrences of materials sample collections and associated materials testing.

3.0 Schedule:

Schedule for performance of Services is extended such that all services will be completed by November 30, 2021.

4.0 Deliverables

Amended deliverables include revised final plans and specifications associated with the scope modification.

5.0 Term

The term is unchanged from the Task Order.

6.0 Other Matters

CONSULTANT will perform its services in compliance with Exhibit II of the Task Order.

7.0 Project Managers

Project managers and contact information are unchanged from the Task Order.

CITY OF STORM LAKE, IOWA

BOLTON & MENK, INC.

By: _____

By:  _____

Printed Name: Michael Porsch

Printed Name: Joshua A. Pope, P.E.

Title: Mayor

Title: Principal Engineer

ATTACHMENTS TO THIS TASK ORDER:

None

Staff Summary

11/15/2021

Agenda Item # 9.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Motion to Adopt Resolution No. 43-R-2021-2022 Approving Final Completion, Change Order No. 2, and Final Payment of the Tulip Lane Storm Water Improvements Project**

BACKGROUND: The Tulip Lane neighborhood has been subjected to numerous flooding impacts in recent years. In March 2019, rainfall and rapid snow melt resulted in considerable ponding west of Expansion Boulevard. The proposed improvements include installation of new storm sewer intakes and 15" to 24" mains, water quality infrastructure, and related improvements.

The project is one of nine NRDC-HUD funded projects with federal funding entailing 75% and local match 25%.

Based on favorable pricing provided by the contractor and combined with the 75% grant component, additional pavement reconstruction and installation of drainage infrastructure was authorized as part of Change Order No. 1 at the October 19, 2020 meeting. This Change Order changed the scope of the project from storm sewer installation with select roadway patching to full street reconstruction of Tulip Lane from Expansion Boulevard to the west.

FISCAL IMPACT: The value of the contract with Reding's Gravel & Excavating Co. is \$388,247.00 with 1 previous change order. This change order will result in a \$71,092.00 decrease to the contract, for a final contract value of \$317,155.00.

RECOMMENDATION: Adopt Resolution 43-R-2021-2022 Approving Final Completion, Change Order No. 2, and Final Payment of \$37,612.99 for the Tulip Lane Storm Water Improvements Project

ATTACHMENTS:

Description

Type

- Change Order No. 2
- Certificate of Completion
- Resolution No. 43-R-2021-2022

Change Order
Backup Material
Resolution

CHANGE ORDER NO.: 2

Owner: City of Storm Lake Owner's Project No.:
 Engineer: Bolton & Menk, Inc. Engineer's Project No.: P11.120478
 Contractor: Reding's Gravel & Excavating, Inc. Contractor's Project No.:
 Project: 2020 Tulip Lane Stormwater Improvements
 Contract Name:
 Date Issued: October 11, 2021 Effective Date of Change Order: June 10, 2021

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Quantity reconciliation based on actual work performed.
2. Extension of contract time associated with the completion of grant administration requirements.

Attachments:

Change Order 2 - Schedule of Unit Prices

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 292,995.50	Original Contract Times: Substantial Completion: May 28, 2021 Ready for final payment: June 11, 2021
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: \$ 95,251.50	[Increase] [Decrease] from previously approved Change Orders No.1 to No. 1: Substantial Completion: 14 days Ready for final payment: 14 days
Contract Price prior to this Change Order: \$ 388,247.00	Contract Times prior to this Change Order: Substantial Completion: June 11, 2021 Ready for final payment: June 25, 2021
[Increase] [Decrease] this Change Order: \$ 71,092.00	[Increase] [Decrease] this Change Order: Substantial Completion: Ready for final payment: 108 days
Contract Price incorporating this Change Order: \$ 317,155.00	Contract Times with all approved Change Orders: Substantial Completion: June 25, 2021 Ready for final payment: October 11, 2021

Recommended by Engineer (if required)

By:

Title: City Infrastructure Engineer

Date: October 25, 2021

Authorized by Owner

By:

Title: Mayor

Date:

Accepted by Contractor

John C. Reding

October 27, 2021

Approved by Funding Agency (if applicable)

CHANGE ORDER #2 - SCHEDULE OF UNIT PRICES
 TULIP LANE STORM WATER IMPROVEMENTS
 CITY OF STORM LAKE, IOWA
 BMI PROJECT NO. P11.120478



Date: 10/11/2021

Item No.	Item	Unit	As-Bid Quantity	Change Quantity	Unit Price	Amount
1	EXCAVATION, CLASS 13	CY	843	-603	\$30.75	-\$18,542.25
2	SUBGRADE PREPARATION	SY	1,836	-1,061	\$3.25	-\$3,448.25
3	SUBBASE, MODIFIED, 6"	SY	1,836	126	\$11.50	\$1,449.00
4	EXPLORATORY EXCAVATION	HR	3	2	\$225.00	\$450.00
5	TRENCH FOUNDATION	TON	5	-5	\$50.00	-\$250.00
10	SUBDRAIN, PERFORATED PVC, 6"	LF	685	-18	\$18.75	-\$337.50
12	WATER MAIN, TRENCHED, PVC, 6"	LF	86	-76	\$135.00	-\$10,260.00
13	FITTING, DUCTILE IRON	LB	328	-243	\$4.75	-\$1,154.25
14	POLYSTYRENE INSULATION, 4"	SF	32	-32	\$20.00	-\$640.00
15	GATE VALVE & BOX, 6"	EA	2	-1	\$1,385.00	-\$1,385.00
16	FIRE HYDRANT ASSEMBLY	EA	1	-1	\$5,625.00	-\$5,625.00
22	PAVEMENT, PCC, 7"	SY	1,620	124	\$66.00	\$8,184.00
23	DRIVEWAY, PAVED, PCC, 6"	SY	208	-8	\$96.00	-\$768.00
25	PAVEMENT REMOVAL	SY	1,625	119	\$8.00	\$952.00
26	TEMPORARY TRAFFIC CONTROL	LS	1	-0.25	\$535.00	-\$133.75
32	MOBILIZATION	LS	1	0	\$7,625.00	\$1,298.00
33	MAINTENANCE OF POSTAL SERVICE	LS	1	-0.25	\$800.00	-\$200.00
34	REMOVE AND REPLACE MAILBOX	EA	9	-4	\$60.00	-\$240.00
35	SUMP PUMP CONNECTION	EA	12	-1	\$910.00	-\$910.00
36	CONSTRUCTION ALLOWANCE	LS	1.00	-0.875	\$45,000.00	-\$39,385.00
39	CO1 - REMOVAL OF DRIVEWAY	SY	192	13	\$8.00	\$104.00
40	CO1 - TRAFFIC SIGN, SALVAGE & REINSTALL	EA	1	-1	\$250.00	-\$250.00
					BASE TOTAL:	-\$71,092.00

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Storm Lake	Owner's Project No.:	
Engineer:	Joshua Pope, P.E.	Engineer's Project No.:	P11.120478
Contractor:	Reding's Gravel & Excavating, Inc.	Contractor's Project No.:	
Project:	2020 Tulip Lane Stormwater Improvements		
Contract Name:			

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: **October 11, 2021**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

Punch List Dated 10/11/2021

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature):

Name (printed):

Title:

DocuSigned by:



7367BB09A51D4F7...

Joshua Pope, P.E.

Infrastructure Engineer



Real People. Real Solutions.

PUNCH LIST

Owner: City of Storm Lake **Date of Current Issue:** 10/11/2021

Project: 2020 Tulip Lane Stormwater Improvements **Date of Original Issue:** 11/30/2020

Owner Project No.: _____ **Comp. Date:** **Substantial** 11/23/2020 **Final** 10/11/2021

Contractor: Reding's Gravel and Excavating **BMI Project No.:** P11.120478

Date(s) of Inspection(s): 11/30/2020, 12/17/2020, 06/10/2021

Below is a partial list of items, which must be completed or corrected prior to final acceptance of the subject project. This list may not be final, additional items may be added at a later date.

Item No.	Contract Reference	Item Description	Current Status	Accepted	
				By	Date
1		Remove all yellow caution tape from site	Complete	JD	12/17
2		Remove all rocks from backfill	Complete	JD	12/17
3		Place concrete collar around sanitary sewer clean out according to SUDAS 4010.203 (sw-203)	Complete	JD	12/17
4		Fill in utility locating trench near 1601 Tulip Lane	Complete	JD	12/17
5		Remove pile of excess soil near 1601 Tulip Lane	Complete	JD	12/17
6		Fill concrete joints where joint filler was overfilled and has been pulled out	Complete	JRL	6/10/21
7		Replace landscaping near 1601 Tulip Lane	Complete	JD	12/17
8		Raise manhole behind the curb as part of intake 5	Complete	JD	12/17
9		Remove and replace driveway 1613 Tulip Lane.	Complete	JD	12/17
10		Remove any utility locate flags placed as part of this project	Complete	JD	12/17
11		Finish grade and protect ditch from erosion	Complete	JRL	6/10/21
12		Remove watermain pipe from project	Complete	JD	12/17
13		Seed and sod project according to plans	Complete	JRL	6/10/21


**BOLTON
& MENK**

Real People. Real Solutions.

PUNCH LIST

Owner: City of Strom Lake

Project: 2020 Tulip Lane Stormwater Improvements

Project No.: P11.120478

Item No.	Contract Reference	Item Description	Current Status	Accepted	
				By	Date
14		Remove traffic control signs	Complete	JD	12/17
15		Remove project sign once all other items on this list have been completed	Complete	JRL	6/10/21
16		Remove and replace sod necessary for smooth transition to existing lawn	Complete	JRL	6/10/21
17		Administrative Documentation	Complete	JAP	10/08/21

RESOLUTION NO. 43-R-2020-2021

**RESOLUTION ADOPTING CHANGE ORDER NO. 2, FINAL PAYMENT AND
CLOSEOUT FOR THE TULIP LANE STORMWATER IMPROVEMENTS 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 Tulip Lane Stormwater Improvements 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 \$292,995.50 was awarded to Reding's Gravel & Excavating, Inc. for the project; and

WHEREAS, Change Order No. 1 increased the project cost in the amount of \$95,251.50 for a total contract amount of \$388,247.00; and

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

Section 1. To approve Change Order No. 2 to the contract for work performed by Reding's Gravel & Excavating, Inc. for a decrease of \$71,092.00 to the contract for a total contact amount of \$317,155.00.

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

Section 3. Final payment, pursuant to State Code, will be made to Reding's Gravel & Excavating, Inc. in the amount of \$37,612.99.

PASSED AND APPROVED this 15th day of November, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

11/15/2021

Agenda Item # 10.



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Ron Covert, Water Quality Operations Supervisor

SUBJECT: **Resolution No. 44-R-2021-2022 To Approve Change Order No. 1 for the Water Treatment Plant Motor Control Center Replacement Project**

BACKGROUND: The City of Storm Lake Water Treatment Plant's existing motor control center (MCC) was found to be obsolete but is an integral component in the water treatment process and necessary for the operational reliability of the plant to replace this equipment.

This agenda item requests approval for a change order for the MCC Replacement Project. This change order is a main result of the delay in equipment due to the COVID pandemic causing an increase in number of working days but a decrease in overall contract price.

The change in scope of work is as follows:

1. Utilize existing conductors feeding power to MCC2 versus installing new. Re-route existing conductors to new main distribution panel (MDP).
2. Re-use conduits feeding Basin #1 propeller and scraper motors versus installing new.
3. Interlock high service pumps 1, 2, 3, 4, & 5 control valve power with motor starter bucket disconnect.
4. Relocate existing light fixtures above new MCC and remove unused emergency conduit.
5. Replace high service pump #4 motor conduit box.
6. Emergency MCC repair to bypass failed main disconnect.
7. Relocate basin conduit from handrail to overhead.

ISG has reviewed the proposed change order and recommends approval.

FISCAL IMPACT: This change order will decrease the contract price by \$9,055.19 making contract price \$240,994.81.

This change order will increase the number of working days by 240 and change the substantial completion date to November 26th, 2021.

RECOMMENDATION: Adopt Resolution No. 44-R-2021-2022 Approving Change Order No. 1 for the Water Treatment Plant Motor Control Center Replacement Project

ATTACHMENTS:

Description	Type
☐ Change Order No. 1 - Water Plant MCCR	Change Order
☐ Resolution No. 44-R-2021-2022	Resolution

Date of Issuance: 11/05/21
Owner: CITY OF STORM LAKE
Contractor: POWER SOLUTIONS, INC.
Engineer: MICHAEL NELSON
Project: WATER PLANT MOTOR CONTROL CENTER
REPLACEMENT

Effective Date: 11/05/21
Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.: 19-23848
Contract Name: WATER PLANT
MOTOR CONTROL
CENTER
REPLACEMENT
BASE BID PLUS
ALTERNATE 1

The Contract is modified as follows upon execution of this Change Order:

Description: Delay in equipment delivery due to COVID pandemic. Change in work scope as follows; 1) Utilize existing conductors feeding power to MCC2 versus installing new. Re-route existing conductors to new main distribution panel (MDP). 2) Re-use conduits feeding Basin #1 propeller and scraper motors versus installing new. 3) Interlock high service pumps 1, 2, 3, 4, & 5 control valve power with motor starter bucket disconnects. 4) Relocate existing light fixtures above new MCC and remove unused emergency circuit. 5) Replace high service pump #4 motor conduit box. 6) Emergency MCC repair to bypass failed main disconnect. 7) Relocate basin conduit from handrail to overhead.

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>250,050.00</u>	Original Contract Times: Substantial Completion: <u>March 31, 2021</u> Ready for Final Payment: <u>31 days after completion of</u> <u>work acceptance by the City.</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>250,050.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>March 31, 2021</u> Ready for Final Payment: <u>31 days after completion of</u> <u>work acceptance by the City.</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>(9,055.19) Decrease</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>240 day Increase</u> Ready for Final Payment: <u>31 days after completion of</u> <u>work acceptance by the City.</u> days or dates
Contract Price incorporating this Change Order: \$ <u>240,994.81</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>11/26/21</u> Ready for Final Payment: <u>31 days after completion of</u> <u>work acceptance by the City.</u> days or dates

RECOMMENDED:

By: Chad Smith
Engineer (if required)
Title: Process Control Designer
Date: 11/05/21

ACCEPTED:

By: _____
Owner (Authorized Signature)
Title _____
Date _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)
Title Resident
Date 11/9/21

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

RESOLUTION NO. 44-R-2021-2022

**RESOLUTION ADOPTING CHANGE ORDER NO. 1 FOR THE
WATER TREATMENT PLANT MOTOR CONTROL CENTER REPLACEMENT
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 Water Treatment Plant Motor Control Center Replacement 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 \$250,050.00 was awarded to Power Solutions, Inc. for the project; and

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

Section 1. To approve Change Order No. 1 to the contract for an decrease of \$9,055.19 to the contract for a total contact amount of \$240,994.81 and an additional 240 working days.

Section 2. That the Mayor and Clerk are hereby directed to execute this Change Order No. 1.

PASSED AND APPROVED this 15th day of November, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

11/15/2021

Agenda Item # 11.



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

REPORT TO: Honorable Mayor and City Council

FROM: Tyler Gibbins, Staff Accountant

SUBJECT: **Resolution No. 45-R-2021-2022 Adopting Plans, Specifications, Form Of Contract, Estimate Of Cost, Bid Form, Accepting Bids And Awarding the Contract For The Fiber Optic Improvements 2021 Plans,**

BACKGROUND: The Fiber Optic improvements project is a continuation of a 2015 effort to install a fiber network through the community. This project will result in the connection of various public buildings/infrastructure components via the installation of underground ducts and fiber optic communications lines.

Bids were opened on October 25, 2021. 3 bids were received with the apparent low bidder being Kramer Service Group in the base bid amount of \$660,151.90. The total amount bid for the base bid and 5 alternates was \$1,232,301.80.

The Engineer's Opinion of Probable Cost of the base bid was \$877,269.80.

The Engineer's Opinion of Probable Cost for the total bid was \$1,599,398.20.

FISCAL IMPACT: The construction contract has an estimated value of \$1,232,301.80 for the base bid and all alternates which will be funded by Franchise Fee, Water Funds, and Waste Water Funds.

RECOMMENDATION: Approve Resolution No. 45-R-2021-2022 to award the construction contract to Kramer Service Group in the amount of \$1,232,301.80.

ATTACHMENTS:

Description	Type
□ Engineer's Recommendation	Backup Material
□ Resolution No. 45-R-2021-2022	Resolution



**BOLTON
& MENK**

Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

Ph: (712) 580-5075
Bolton-Menk.com

November 4, 2021

City of Storm Lake
Attn: Dave Derragon
620 Erie Street
Storm Lake, IA 50588

RE: Recommendation of Award
Fiber Optic System Improvements - 2021
Project No.: 0P1.124529

Dear Mr. Derragon:

Bids were received and opened Monday, October 25th, 2021 at 2:00 PM for the project referenced above. Three (3) bids were received, and the result is tabulated below:

	<u>Base Bid</u>	<u>Alternate Bid</u>	<u>Total Bid</u>
Kramer Service Group	\$660,151.90	\$572,149.90	\$1,232,301.80
Perrin Directional Drilling, LLC	\$726,134.15	\$645,889.20	\$1,372,023.35
Communication Data Link	\$1,023,480.25	\$783,862.00	\$1,807,342.25
Engineer's Estimate	\$877,269.80	\$722,128.40	\$1,599,398.20

A detailed bid abstract including the engineer's estimate is attached for your reference. We have also included Information Requested from the Low Bidder as required by the bidding documents. If deemed economically feasible, we recommend awarding the construction contract, including the base bid and all alternates, to Kramer Service Group in the amount of \$1,232,301.80.

Sincerely,
Bolton & Menk, Inc.

Josh Pope PE, ENV SP, LEED AP BD+C
City Infrastructure Engineer

encl.

ABSTRACT OF BIDS

Fiber Optic System Improvements - 2021
City of Storm Lake, Iowa
BMI Project No. OP1.124529

218 11th Street SW Plaza
Spencer, IA 51301
(712) 580-5075



				Engineer's Estimate		Kramer Service Group Weyerhaeuser, WI		Perrin Directional Drilling, LLC Cherokee, IA		Communication Data Link Grimes, IA	
Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
PHASE 1 - BASE BID											
1.01	TRAFFIC CONTROL	LS	1.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
1.02	MOBILIZATION	LS	1.00	\$6,900.00	\$6,900.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
1.03	2 COUNDUIT, 1.25 IN., HDPE, SDR 13.5	LF	8,860.00	\$12.00	\$106,320.00	\$7.00	\$62,020.00	\$9.00	\$79,740.00	\$15.00	\$132,900.00
1.04	SPLICE, EXISTING HANDHOLE, LIVE, 24 STRAND	EACH	2.00	\$3,000.00	\$6,000.00	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$1,000.00	\$2,000.00
1.05	PULL ROPE	LF	5,172.00	\$0.05	\$258.60	\$0.40	\$2,068.80	\$0.05	\$258.60	\$0.75	\$3,879.00
1.06	TRACER WIRE	LF	9,000.00	\$0.35	\$3,150.00	\$0.50	\$4,500.00	\$0.30	\$2,700.00	\$1.00	\$9,000.00
1.07	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	4,822.00	\$2.25	\$10,849.50	\$1.40	\$6,750.80	\$1.60	\$7,715.20	\$2.00	\$9,644.00
1.08	HAND HOLE, FURNISH AND INSTALL	EACH	6.00	\$1,000.00	\$6,000.00	\$1,500.00	\$9,000.00	\$800.00	\$4,800.00	\$1,200.00	\$7,200.00
1.09	SURFACE RESTOORATION	LS	1.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
1.10	ADDITIONAL EQUIPMENT FOR SYSTEM UPGRADES	LS	1.00	\$125,000.00	\$125,000.00	\$169,900.00	\$169,900.00	\$186,000.00	\$186,000.00	\$193,450.00	\$193,450.00
TOTAL PHASE 1:					\$270,478.10		\$259,239.60		\$295,713.80		\$370,073.00
PHASE 2 - BASE BID											
2.01	TRAFFIC CONTROL	LS	1.00	\$10,000.00	\$10,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00
2.02	MOBILIZATION	LS	1.00	\$23,200.00	\$23,200.00	\$500.00	\$500.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00
2.03	2 CONDUIT, 1.25 IN., HDPE, SDR 13.5	LF	9,620.00	\$12.00	\$115,440.00	\$7.00	\$67,340.00	\$9.00	\$86,580.00	\$15.00	\$144,300.00
2.04	1 CONDUIT, 1.25 IN., HDPE, SDR 13.5	LF	28,400.00	\$8.00	\$227,200.00	\$4.50	\$127,800.00	\$5.00	\$142,000.00	\$9.00	\$255,600.00
2.05	SPLICE, HANDHOLE, END, NOT LIVE, 48 STRAND	EACH	1.00	\$3,500.00	\$3,500.00	\$2,332.00	\$2,332.00	\$3,200.00	\$3,200.00	\$1,000.00	\$1,000.00
2.06	SPLICE, RACK MOUNT, NOT LIVE, 72 STRANDTD	EACH	1.00	\$4,000.00	\$4,000.00	\$3,098.00	\$3,098.00	\$3,800.00	\$3,800.00	\$2,200.00	\$2,200.00
2.07	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	4.00	\$2,000.00	\$8,000.00	\$600.00	\$2,400.00	\$2,500.00	\$10,000.00	\$850.00	\$3,400.00
2.08	PULL ROPE	LF	46,229.00	\$0.05	\$2,311.45	\$0.40	\$18,491.60	\$0.05	\$2,311.45	\$0.75	\$34,671.75
2.09	TRACER WIRE	LF	35,550.00	\$0.35	\$12,442.50	0.5	\$17,775.00	0.3	\$10,665.00	1	\$35,550.00
2.10	FIBER TERMINATION, 48 POSITION, T2-A	EACH	1.00	\$6,500.00	\$6,500.00	2400	\$2,400.00	6500	\$6,500.00	1500	\$1,500.00
2.11	FIBER TERMINATION, 4 POSITION, T2-B	EACH	1.00	\$2,500.00	\$2,500.00	600	\$600.00	6200	\$6,200.00	1200	\$1,200.00
2.12	FIBER TERMINATION, 4 POSITION, T2-C	EACH	1.00	\$2,500.00	\$2,500.00	600	\$600.00	6200	\$6,200.00	1200	\$1,200.00
2.13	FIBER TERMINATION, 4 POSITION, T2-D	EACH	1.00	\$2,500.00	\$2,500.00	600	\$600.00	6200	\$6,200.00	1200	\$1,200.00
2.14	FIBER TERMINATION, 48 POSITION, T2-E	EACH	1.00	\$5,000.00	\$5,000.00	2400	\$2,400.00	7500	\$7,500.00	1500	\$1,500.00
2.15	FIBER OPTIC, 48 SM, INSTALL IN EXISTING CONDUIT	LF	7,090.00	\$3.00	\$21,270.00	\$1.52	\$10,776.80	\$1.70	\$12,053.00	\$2.00	\$14,180.00
2.16	FIBER OPTIC, 72 SM, INSTALL IN EXISTING CONDUIT	LF	875.00	\$4.00	\$3,500.00	\$1.66	\$1,452.50	\$1.80	\$1,575.00	\$2.50	\$2,187.50
2.17	FIBER OPTIC, 48 SM, INSTALL IN NEW CONDUIT	LF	29,115.00	\$2.75	\$80,066.25	\$1.52	\$44,254.80	\$1.70	\$49,495.50	\$2.00	\$58,230.00
2.18	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	1,494.00	\$2.25	\$3,361.50	\$1.40	\$2,091.60	\$1.60	\$2,390.40	\$2.00	\$2,988.00
2.19	HAND HOLE, FURNISH AND INSTALL	EACH	35.00	\$1,000.00	\$35,000.00	\$1,500.00	\$52,500.00	\$800.00	\$28,000.00	\$1,200.00	\$42,000.00
2.20	BUILDING ENTRANCE, WWTF, T2-A	LS	1.00	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00	\$7,000.00	\$7,000.00	\$1,500.00	\$1,500.00
2.21	BUILDING ENTRANCE, LIFT STATION, T2-B	LS	1.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
2.22	BUILDING ENTRANCE, AIRPORT, T2-C	LS	1.00	\$6,000.00	\$6,000.00	\$8,500.00	\$8,500.00	\$5,250.00	\$5,250.00	\$1,500.00	\$1,500.00
2.23	BUILDING ENTRANCE, LIFT SATION, T2-D	LS	1.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
2.24	BUILDING ENTRANCE, WATER PLANT, T2-E	LS	1.00	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00	\$7,000.00	\$7,000.00	\$1,500.00	\$1,500.00
2.25	SURFACE RESTORATION	LS	1.00	\$7,500.00	\$7,500.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$30,000.00	\$30,000.00
TOTAL PHASE 2:					\$606,791.70		\$400,912.30		\$430,420.35		\$653,407.25
TOTAL BASE BID:					\$877,269.80		\$660,151.90		\$726,134.15		\$1,023,480.25

ABSTRACT OF BIDS

Fiber Optic System Improvements - 2021
City of Storm Lake, Iowa
BMI Project No. OP1.124529

218 11th Street SW Plaza
Spencer, IA 51301
(712) 580-5075



				Engineer's Estimate		Kramer Service Group Weyerhaeuser, WI		Perrin Directional Drilling, LLC Cherokee, IA		Communication Data Link Grimes, IA	
Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
PHASE 2B - ALTERNATE											
2.26	TRAFFIC CONTROL	LS	1.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
2.27	MOBILIZATION	LS	1.00	\$3,900.00	\$3,900.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$800.00	\$800.00
2.28	1 CONDUIT, 1.25 IN., HDPE, SDR 13.5	LF	5,390.00	\$8.00	\$43,120.00	\$11.00	\$59,290.00	\$8.00	\$43,120.00	\$10.00	\$53,900.00
2.29	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 8 STRAND	EACH	1.00	\$2,500.00	\$2,500.00	\$700.00	\$700.00	\$2,500.00	\$2,500.00	\$850.00	\$850.00
2.30	PULL ROPE	LF	6,096.00	\$0.05	\$304.80	\$0.40	\$2,438.40	\$0.05	\$304.80	\$0.75	\$4,572.00
2.31	TRACER WIRE	LF	5,760.00	\$0.35	\$2,016.00	\$0.50	\$2,880.00	\$0.30	\$1,728.00	\$1.00	\$5,760.00
2.32	FIBER TERMINATION, 4 POSITION, T2-F	EACH	1.00	\$2,500.00	\$2,500.00	\$600.00	\$600.00	\$6,200.00	\$6,200.00	\$1,200.00	\$1,200.00
2.33	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	5,796.00	\$2.25	\$13,041.00	\$1.40	\$8,114.40	\$1.60	\$9,273.60	\$2.00	\$11,592.00
2.34	HAND HOLE, FURNISH AND INSTALL	EACH	5.00	\$1,000.00	\$5,000.00	\$1,500.00	\$7,500.00	\$800.00	\$4,000.00	\$1,200.00	\$6,000.00
2.35	BUILDING ENTRANCE, LIFT STATION, T2-F	LS	1.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
2.36	SURFACE RESTORATION	LS	1.00	\$4,000.00	\$4,000.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
TOTAL PHASE 2B:					\$82,881.80		\$91,522.80		\$79,126.40		\$92,174.00
PHASE 2C - ALTERNATE											
2.37	TRAFFIC CONTROL	LS	1.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
2.38	MOBILIZATION	LS	1.00	\$3,600.00	\$3,600.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00
2.39	1 CONDUIT, 1.25 IN., HDPE, SDR 13.5	LF	3,780.00	\$8.00	\$30,240.00	\$11.00	\$41,580.00	\$8.00	\$30,240.00	\$10.00	\$37,800.00
2.40	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	\$2,000.00	\$2,000.00	\$600.00	\$600.00	\$2,500.00	\$2,500.00	\$850.00	\$850.00
2.41	PULL ROPE	LF	4,487.00	\$0.05	\$224.35	\$0.40	\$1,794.80	\$0.05	\$224.35	\$0.75	\$3,365.25
2.42	TRACER WIRE	LF	4,110.00	\$0.35	\$1,438.50	\$0.50	\$2,055.00	\$0.30	\$1,233.00	\$1.00	\$4,110.00
2.43	FIBER TERMINATION, 4 POSITION, T2-G	EACH	1.00	\$2,500.00	\$2,500.00	\$600.00	\$600.00	\$6,200.00	\$6,200.00	\$1,200.00	\$1,200.00
2.44	FIBER TERMINATION, 4 POSITION, T2-H	EACH	1.00	\$2,500.00	\$2,500.00	\$600.00	\$600.00	\$6,200.00	\$6,200.00	\$1,200.00	\$1,200.00
2.45	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	4,137.00	\$2.25	\$9,308.25	\$1.40	\$5,791.80	\$1.60	\$6,619.20	\$2.00	\$8,274.00
2.46	HAND HOLE, FURNISH AND INSTALL	EACH	5.00	\$1,000.00	\$5,000.00	\$1,500.00	\$7,500.00	\$800.00	\$4,000.00	\$1,200.00	\$6,000.00
2.47	BUILDING ENTRANCE, WELL 19, T2-G	LS	1.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
2.48	BUILDING ENTRANCE, WATER TOWER, T2-H	LS	1.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00
2.49	SURFACE RESTORATION	LS	1.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
TOTAL PHASE 2C:					\$76,311.10		\$79,021.60		\$79,216.55		\$69,799.25
PHASE 3 - ALTERNATE											
3.01	TRAFFIC CONTROL	LS	1.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00
3.02	MOBILIZATION	LS	1.00	\$6,000.00	\$6,000.00	\$500.00	\$500.00	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00
3.03	1 CONDUIT, 1.25 IN., HDPE, SDR 13.5	LF	8,590.00	\$8.00	\$68,720.00	\$3.50	\$30,065.00	\$5.00	\$42,950.00	\$10.00	\$85,900.00
3.04	SPLICE, EXISTING HANDHOLE, LIVE, 24 STRAND	EACH	2.00	\$3,000.00	\$6,000.00	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$1,200.00	\$2,400.00
3.05	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	\$2,000.00	\$2,000.00	\$600.00	\$600.00	\$2,500.00	\$2,500.00	\$850.00	\$850.00
3.06	PULL ROPE	LF	9,746.00	\$0.05	\$487.30	\$0.40	\$3,898.40	\$0.05	\$487.30	\$0.75	\$7,309.50
3.07	TRACER WIRE	LF	9,190.00	\$0.35	\$3,216.50	\$0.50	\$4,595.00	\$0.30	\$2,757.00	\$1.00	\$9,190.00
3.08	FIBER TERMINATION, 4 POSITION, T3-I	EACH	1.00	\$2,500.00	\$2,500.00	\$600.00	\$600.00	\$6,200.00	\$6,200.00	\$1,200.00	\$1,200.00
3.09	FIRBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	9,246.00	\$2.25	\$20,803.50	\$1.40	\$12,944.40	\$1.60	\$14,793.60	\$2.00	\$18,492.00
3.10	HAND HOLE, FURNISH AND INSTALL	EACH	5.00	\$1,000.00	\$5,000.00	\$1,500.00	\$7,500.00	\$800.00	\$4,000.00	\$1,500.00	\$7,500.00
3.11	BUILDING ENTRANCE, LIFT STATION, T3-I	LS	1.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
3.12	SEEDING AND RESTORATION	LS	1.00	\$4,000.00	\$4,000.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
TOTAL PHASE 3:					\$126,227.30		\$73,202.80		\$92,187.90		\$142,341.50

ABSTRACT OF BIDS

Fiber Optic System Improvements - 2021
City of Storm Lake, Iowa
BMI Project No. OP1.124529

218 11th Street SW Plaza
Spencer, IA 51301
(712) 580-5075



				Engineer's Estimate		Kramer Service Group Weyerhaeuser, WI		Perrin Directional Drilling, LLC Cherokee, IA		Communication Data Link Grimes, IA	
Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
PHASE 3B - ALTERNATE											
3.13	TRAFFIC CONTROL	LS	1.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
3.14	MOBILIZATION	LS	1.00	\$3,600.00	\$3,600.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00
3.15	1 CONDUIT, 1.25 IN., HDPE, SDR 13.5	LF	4,330.00	\$8.00	\$34,640.00	\$2.65	\$11,474.50	\$8.00	\$34,640.00	\$10.00	\$43,300.00
3.16	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 8 STRAND	EACH	1.00	\$2,500.00	\$2,500.00	\$600.00	\$600.00	\$2,500.00	\$2,500.00	\$850.00	\$850.00
3.17	PULL ROPE	LF	4,995.00	\$0.05	\$249.75	\$0.40	\$1,998.00	\$0.05	\$249.75	\$0.75	\$3,746.25
3.18	TRACER WIRE	LF	4,650.00	\$0.35	\$1,627.50	\$0.50	\$2,325.00	\$0.30	\$1,395.00	\$1.00	\$4,650.00
3.19	FIBER TERMINATION, 4 POSITION, T3-J	EACH	1.00	\$2,500.00	\$2,500.00	\$600.00	\$600.00	\$6,200.00	\$6,200.00	\$1,200.00	\$1,200.00
3.20	FIBER TERMINATION, 4 POSITION, T3-K	EACH	1.00	\$2,500.00	\$2,500.00	\$600.00	\$600.00	\$6,200.00	\$6,200.00	\$1,200.00	\$1,200.00
3.21	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	4,695.00	\$2.25	\$10,563.75	\$1.40	\$6,573.00	\$1.60	\$7,512.00	\$2.00	\$9,390.00
3.22	HAND HOLE, FURNISH AND INSTALL	EACH	4.00	\$1,000.00	\$4,000.00	\$1,500.00	\$6,000.00	\$800.00	\$3,200.00	\$1,200.00	\$4,800.00
3.23	BUILDING ENTRANCE, LIFT STATION, T3-J	LS	1.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
3.24	BUILDING ENTRANCE, LIFT STATION, T3-K	LS	1.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
3.25	SURFACE RESTORATION	LS	1.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
TOTAL PHASE 3B:					\$75,681.00		\$48,670.50		\$75,896.75		\$77,636.25
PHASE 4 - ALTERNATE											
4.01	TRAFFIC CONTROL	LS	1.00	\$3,500.00	\$3,500.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00
4.02	MOBILIZATION	LS	1.00	\$9,900.00	\$9,900.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
4.03	2 CONDUIT, 1.25 IN., HDPE, SDR 13.5	LF	12,820.00	\$12.00	\$153,840.00	\$7.00	\$89,740.00	\$9.00	\$115,380.00	\$15.00	\$192,300.00
4.04	PULL ROPE	LF	7,581.00	\$0.05	\$379.05	\$0.40	\$3,032.40	\$0.05	\$379.05	\$0.75	\$5,685.75
4.05	TRACER WIRE	LF	7,060.00	\$0.35	\$2,471.00	\$0.50	\$3,530.00	\$0.30	\$2,118.00	\$1.00	\$7,060.00
4.06	FIBER TERMINATION, 24 POSITION, T4-L	EACH	1.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$4,800.00	\$4,800.00	\$2,000.00	\$2,000.00
4.07	FIBER OPTIC, 24 SM, INSTALL IN EXISTING CONDUIT	LF	218.00	\$2.50	\$545.00	\$1.40	\$305.20	\$2.00	\$436.00	\$2.50	\$545.00
4.08	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	6,913.00	\$2.25	\$15,554.25	\$1.40	\$9,678.20	\$1.60	\$11,060.80	\$2.00	\$13,826.00
4.09	HAND HOLE, FURNISH AND INSTALL	EACH	8.00	\$1,000.00	\$8,000.00	\$1,500.00	\$12,000.00	\$800.00	\$6,400.00	\$1,200.00	\$9,600.00
4.10	BUILDING ENTRANCE, POLICE STATION, T2-L	LS	1.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
4.11	SURFACE RESTORATION	LS	1.00	\$3,500.00	\$3,500.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00
TOTAL PHASE 4:					\$207,689.30		\$129,785.80		\$154,573.85		\$256,016.75
PHASE 5A - ALTERNATE											
5.01	MOBILIZATION	LS	1.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
5.02	1 CONDUIT, 1 1/4 IN., HDPE, SDR 13.5	LF	3,040.00	\$8.00	\$24,320.00	\$3.00	\$9,120.00	\$8.00	\$24,320.00	\$10.00	\$30,400.00
5.03	SPLICE, EXISTING HANDHOLE, NOT LIVE, 4 STRAND	EACH	1.00	\$2,000.00	\$2,000.00	\$600.00	\$600.00	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00
5.04	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 2 STRAND	EACH	1.00	\$2,000.00	\$2,000.00	\$400.00	\$400.00	\$2,500.00	\$2,500.00	\$850.00	\$850.00
5.05	PULL ROPE	LF	3,677.00	\$0.05	\$183.85	\$0.40	\$1,470.80	\$0.05	\$183.85	\$0.75	\$2,757.75
5.06	TRACER WIRE	LF	3,300.00	\$0.35	\$1,155.00	\$0.50	\$1,650.00	\$0.30	\$990.00	\$1.00	\$3,300.00
5.07	FIBER TERMINATION, 2 POSITION, T5-M	EACH	1.00	\$2,000.00	\$2,000.00	\$400.00	\$400.00	\$6,200.00	\$6,200.00	\$1,200.00	\$1,200.00
5.08	FIBER TERMINATION, 2 POSITION, T5-N	EACH	1.00	\$2,000.00	\$2,000.00	\$400.00	\$400.00	\$6,200.00	\$6,200.00	\$1,200.00	\$1,200.00
5.09	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	3,377.00	\$2.25	\$7,598.25	\$1.40	\$4,727.80	\$1.60	\$5,403.20	\$2.00	\$6,754.00
5.10	HAND HOLE, FURNISH AND INSTALL	EACH	3.00	\$1,000.00	\$3,000.00	\$1,500.00	\$4,500.00	\$800.00	\$2,400.00	\$1,200.00	\$3,600.00
5.11	BUILDING ENTRANCE, WELL 8, T5-M	LS	1.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
5.12	BUILDING ENTRANCE, WELL 18, T5-N	LS	1.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
5.13	SURFACE RESTORATION	LS	1.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$500.00	\$500.00	\$3,500.00	\$3,500.00
TOTAL PHASE 5A:					\$55,957.10		\$41,268.60		\$60,697.05		\$58,261.75

ABSTRACT OF BIDS

Fiber Optic System Improvements - 2021
City of Storm Lake, Iowa
BMI Project No. OP1.124529

218 11th Street SW Plaza
Spencer, IA 51301
(712) 580-5075



				Engineer's Estimate		Kramer Service Group Weyerhaeuser, WI		Perrin Directional Drilling, LLC Cherokee, IA		Communication Data Link Grimes, IA	
Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
PHASE 5B - ALTERNATE											
5.14	TRAFFIC CONTROL	LS	1.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
5.15	MOBILIZATION	LS	1.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
5.16	1 CONDUIT, 1.25 IN., HDPE, SDR 13.5	LF	1,360.00	\$8.00	\$10,880.00	\$13.00	\$17,680.00	\$8.00	\$10,880.00	\$10.00	\$13,600.00
5.17	PULL ROPE	LF	2,040.00	\$0.05	\$102.00	\$0.40	\$816.00	\$0.05	\$102.00	\$0.75	\$1,530.00
5.18	TRACER WIRE	LF	1,810.00	\$0.35	\$633.50	\$0.50	\$905.00	\$0.30	\$543.00	\$1.00	\$1,810.00
5.19	FIBER TERMINATION, 4 POSITION, T5-O	EACH	1.00	\$2,500.00	\$2,500.00	\$400.00	\$400.00	\$6,200.00	\$6,200.00	\$1,200.00	\$1,200.00
5.20	FIBER TERMINATION, 4 POSITION, EXISTING PEDESTAL	EACH	1.00	\$2,500.00	\$2,500.00	\$400.00	\$400.00	\$6,200.00	\$6,200.00	\$1,200.00	\$1,200.00
5.21	FIBER OPTIC, 24 SM, INSTALL IN EXISTING CONDUIT	LF	322.00	\$2.50	\$805.00	\$1.40	\$450.80	\$2.00	\$644.00	\$2.50	\$805.00
5.22	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	1,518.00	\$2.25	\$3,415.50	\$1.40	\$2,125.20	\$1.60	\$2,428.80	\$2.00	\$3,036.00
5.23	HAND HOLE, FURNISH AND INSTALL	EACH	2.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$800.00	\$1,600.00	\$1,200.00	\$2,400.00
5.24	BUILDING ENTRANCE, BUILDING, T5-O	LS	1.00	\$3,000.00	\$3,000.00	\$8,500.00	\$8,500.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
5.25	SURFACE RESTORATION	LS	1.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
TOTAL PHASE 5B:					\$31,836.00		\$35,777.00		\$34,097.80		\$31,081.00
PHASE 5C - ALTERNATE											
5.26	TRAFFIC CONTROL	LS	1.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
5.27	MOBILIZATION	LS	1.00	\$1,700.00	\$1,700.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
5.28	1 CONDUIT, 1.25 IN., HDPE, SDR 13.5	LF	1,730.00	\$8.00	\$13,840.00	\$13.00	\$22,490.00	\$8.00	\$13,840.00	\$10.00	\$17,300.00
5.29	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	\$2,000.00	\$2,000.00	\$400.00	\$400.00	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00
5.30	PULL ROPE	LF	2,115.00	\$0.05	\$105.75	\$0.40	\$846.00	\$0.05	\$105.75	\$0.75	\$1,586.25
5.31	TRACER WIRE	LF	1,900.00	\$0.35	\$665.00	\$0.50	\$950.00	\$0.30	\$570.00	\$1.00	\$1,900.00
5.32	FIBER TERMINATION, 4 POSITION, T5-P	EACH	1.00	\$2,500.00	\$2,500.00	\$400.00	\$400.00	\$6,200.00	\$6,200.00	\$1,200.00	\$1,200.00
5.33	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	1,915.00	\$2.25	\$4,308.75	\$1.40	\$2,681.00	\$1.60	\$3,064.00	\$2.00	\$3,830.00
5.34	HAND HOLE, FURNISH AND INSTALL	EACH	3.00	\$1,000.00	\$3,000.00	\$1,500.00	\$4,500.00	\$800.00	\$2,400.00	\$1,500.00	\$4,500.00
5.35	BUILDING ENTRACE, BUILDING, T5-P	LS	1.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
5.36	SURFACE RESTORATION	LS	1.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
TOTAL PHASE 5C:					\$35,319.50		\$42,267.00		\$35,179.75		\$37,016.25
PHASE 5D - ALTERNATE											
5.37	TRAFFIC CONTROL	LS	1.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
5.38	MOBILIZATION	LS	1.00	\$1,400.00	\$1,400.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
5.39	1 CONDUIT, 1.25 IN., HDPE, SDR 13.5	LF	470.00	\$8.00	\$3,760.00	\$13.00	\$6,110.00	\$8.00	\$3,760.00	\$10.00	\$4,700.00
5.40	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 4 STRAND	EACH	1.00	\$2,000.00	\$2,000.00	\$400.00	\$400.00	\$2,500.00	\$2,500.00	\$850.00	\$850.00
5.41	SPLICE, HANDHOLE, MIDSPAN, NOT LIVE, 2 STRAND	EACH	1.00	\$1,800.00	\$1,800.00	\$400.00	\$400.00	\$2,500.00	\$2,500.00	\$850.00	\$850.00
5.42	PULL ROPE	LF	791.00	\$0.05	\$39.55	\$0.40	\$316.40	\$0.05	\$39.55	\$0.75	\$593.25
5.43	TRACER WIRE	LF	560.00	\$0.35	\$196.00	\$0.50	\$280.00	\$0.30	\$168.00	\$1.00	\$560.00
5.44	FIBER TERMINATION, 2 POSITION, T5-Q	EACH	1.00	\$2,500.00	\$2,500.00	\$400.00	\$400.00	\$6,200.00	\$6,200.00	\$1,200.00	\$1,200.00
5.45	FIBER TERMINATION, 4 POSITION, T5-R	EACH	1.00	\$2,500.00	\$2,500.00	\$400.00	\$400.00	\$6,200.00	\$6,200.00	\$1,200.00	\$1,200.00
5.46	FIBER OPTIC, 24 SM, INSTALL IN NEW CONDUIT	LF	591.00	\$2.25	\$1,329.75	\$1.40	\$827.40	\$1.60	\$945.60	\$2.00	\$1,182.00
5.47	HAND HOLE, FURNISH AND INSTALL	EACH	2.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$800.00	\$1,600.00	\$1,200.00	\$2,400.00
5.48	BUILDING ENTRANCE, BUILDING, T5-Q	LS	1.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
5.49	BUILDING ENTRANCE, BUILDING, T5-R	LS	1.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00
5.50	SURFACE RESTORATION	LS	1.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
TOTAL PHASE 5D:					\$30,225.30		\$30,633.80		\$34,913.15		\$19,535.25
TOTAL ALTERNATES BID (SECTIONS 2B, 2C, 3, 3B, 4, 5A, 5B, 5C & 5D):					\$722,128.40		\$572,149.90		\$645,889.20		\$783,862.00
TOTAL BASE BID AND ALTERNATES BID:					\$1,599,398.20		\$1,232,301.80		\$1,372,023.35		\$1,807,342.25

SECTION 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER
(The Low Bidder May Be Requested To Provide This Information After
The Bids Are Received But Prior To Issuing The Notice Of Award)

GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and
address:

Kramer Service Group

P.O. Box 71 Weyerhaeuser, WI 54895

Number of years as a Contractor in construction work of this
type

24 Years

Names and titles of all officers of Contractor's
firm:

Brent

LaBrie

President

SUBMIT a list of five construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer of supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

******END OF SECTION******



**Kramer Service Group
P.O. Box 71
Weyerhaeuser, WI 54895**

October 26th, 2021

Project # 1

**Ben McAlister
City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265
515-222-3479**

Microsoft Purple Route

City of West Des Moines

Running Fiber Duct banks from one campus to another.

December 2019

1,285,000.00

**Gary Reed
Civil Design Advantage
515-208-1313**

Project # 2

**Alliant Energy
Fiber Ring 2020**

Installing Fiber ring inside conduit from Cedar Rapids to Decorah to Prairie Du Chien, WI

September 2020

11,800,000.00

**Ben Engleson
Mears Group, Inc
630-940-8444**

Project # 3

**Fiber Light Texas
Fiber upgrades 2020**

Installed fiber to various locations in Del Rio Texas areas.

February 2021

795,000.00

**Brandon Wright
Mears Group
817-658-8749**

Project # 4

**3 Rivers Telephone
Rural broadband development Varney, MT**

Installed rural fiber for the community of Varney, MT

1,500,000.00

**Ivan Martin
Mastec
218-556-3791**

Project # 5 & 6

2 Active Projects completion date of Dec 31st, 2021

**Ben McAlister
City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265
515-222-3479**

Microsoft Orange and Pink Routes

Install Duct banks between campus buildings.

Combined contract total is 2,200,000.00

**Gary Reed
Civil Design Advantage
515-208-1313**

Project # 8 & 9

Active project completion date is December 31st

**Ben McAlister
City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, IA 50265
515-222-3479**

FTTP Segment 4 phase 1 & FTTP MDU business and multiple family dwelling

Install fiber to the premise for Google

Combined contract total is 2,870,000.00

**Ryan Meints
Olsson
C 402.310.6697
601 P Street, Suite 200
Lincoln, NE 68508
O 402.474.6311**

Respectfully submitted,

**Brent LaBrie
President
Kramer Service Group
1-715-642-0180**

Brent@Kramerservicegroup.com



**Kramer Service Group
P.O. Box 71
Weyerhaeuser, WI 54895**

October 26th, 2021

City of Storm Lake,

Equipment/Materials List

Equipment to include:

**Vermeer 40x55 Directional Drill
Vermeer 24x40 Directional Drill
Vermeer 20x22 Directional Drill
Ditch Witch 1250 Quad Track Plow
3 John Deere 310 Backhoes
2 Mini Excavators
Fiber Blowing Machine**

Materials List:

**1-1/4" Pipe from Duraline
Corning Splice Enclosure for Splice Cases
Extreme Networks Switching
Extreme Networks Extreme Cloud IQ Pilot
Tracer Wire
Polymer concrete HH's from Old Castle**

**Brent LaBrie
President
Kramer Service Group
1-715-642-0180**

Brent@Kramerservicegroup.com

From: [Brent LaBrie](#)
To: [Jillian Krieg](#)
Cc: [James Leiding](#)
Subject: Re: Info from Low Bidder
Date: Wednesday, October 27, 2021 3:08:30 PM
Attachments: [image001.png](#)
[Outlook-cfh14zxb.png](#)

Jillian,

Sub-contractors to include:

Cooks directional services Rural/Town Boring (We have worked together for 8 years now)
(2 drills) Corner Cable For all town boring (We have worked together for 4 years)
KSG to plow and rural bore.
KSG to blow all the fiber

I will send the spec sheet for the fiber first thing in the morning.

KSG will do all the building entrances as well as the splicing/terminations. We recently completed fiber runs for the City of Duluth in their City Hall, Duluth Fire stations as well as the Duluth transit facility. Just to name a few. We have also done 285 towers with hut and install placements for Sprint in 2016-2017. We are familiar with the interior portions of this build.

Chris Majerlie is with City of Duluth if you would like to contact for his opinion on the interior portions of his project. 218-341-7069

Thanks,

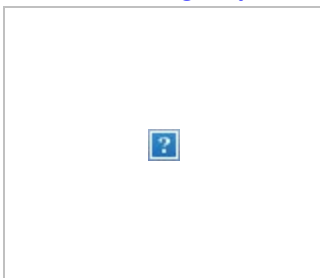
Brent LaBrie

President

715-642-0180

Kramer Service Group

Kramerservicegroup.com



Directional Drilling, Civil Cell Site Installs, Fiber Optics, Geo-Thermal, Mechanical, Well Drilling, DAS, Small Cell Installations

RESOLUTION NO. 45-R-2021-2022

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT, ESTIMATE OF COST, BID FORM, ACCEPT THE BIDS AND
AWARD THE CONTRACT FOR THE FIBER OPTIC IMPROVEMENTS – 2021**

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

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

Section 1. The plans, specifications, form of contract, estimate of cost, bid form, and bids were filed with the CITY for the construction of certain public improvement described in general as the Fiber Optic Improvements – 2021 project;

Section 2. That the following bid for the construction of certain public improvements described in general as the Fiber Optic Improvements – 2021 project, is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Kramer Service Group
Amount of Bid:	\$1,232,301.80
Portion of Project:	All

Section 3. That the construction contract and bond executed and insurance coverage for the construction of the Fiber Optic Improvements – 2021 project, as described in detail in the plans and specification can be signed by the Mayor and City Clerk on behalf of the CITY be and the same hereby approved contingent to all the required concurrence and consents as follows:

Contractor:	Kramer Service Group
Date of Contract:	November 15 th , 2021
Portion of Project:	All

PASSED AND APPROVED this 15th day of November, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

11/15/2021

Agenda Item # 12.



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

REPORT TO: Honorable Mayor and City Council

FROM: Tyler Gibbins, Staff Accountant

SUBJECT: **Motion Approving an Amendment to the Professional Services Agreement with Bolton & Menk for the Fiber Optic Improvements 2021 Project**

BACKGROUND: The Fiber Optic improvements project is a continuation of a 2015 effort to install a fiber network through the community. This project will result in the connection of various public buildings/infrastructure components via the installation of underground ducts and fiber optic communications lines.

This amendment to the professional services agreement will provide engineering services associated with construction administration, construction observation, construction permit application preparation, and the preparation of record drawings.

FISCAL IMPACT: Estimated \$162,900 fee for construction engineering services.

RECOMMENDATION: Approve the amendment to the agreement with Bolton & Menk for engineering services for the Fiber Optic Improvements – 2021 project.

ATTACHMENTS:

Description	Type
☐ Contract Amendment	Contract

**CITY OF STORM LAKE, IOWA AND BOLTON & MENK, INC.
TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES**

TASK ORDER NO: 9 - 2021 Fiber Optic System Improvements

AMENDMENT NO: 1 – Construction Engineering Services

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

DATE OF THIS AMENDMENT: November 15, 2021

DATE OF TASK ORDER: May 3, 2021

DATE OF AMENDMENT NO. 1 TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES: December 21, 2020

DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: November 5, 2018

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services (“Master Agreement”) and as amended (“Amendment”) as dated above; and a Task Order Agreement for Professional Services (“Task Order”) as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order Amendment and the terms and conditions of the Master Agreement and Task Order. CLIENT and CONSULTANT agree as follows:

1.0 Scope of Services:

CONSULTANT shall perform the Services listed within Task No. 2. All terms and conditions of the Master Agreement and Task Order 9 are incorporated by reference in this Task Order Amendment, except as explicitly modified in writing herein.

2.0 Fees:

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows.

TASK	DESCRIPTION	Total Cost
2	Construction Engineering Services	\$162,900
TOTALS		\$162,900

Task 2 is an estimated amount for construction services described in Exhibit I. Actual cost will be invoiced in accordance with the Schedule of Fees depicted in Section III.A.1 of the Master Agreement.

(Remainder of the page intentionally left blank)

3.0 Schedule:

Schedule for performance of Services will be as follows or as set forth in attached Scope, such that all services will be completed by February 28, 2023.

November 2021 – December 2022	• Construction
January 2023	• Final project closeout

4.0 Deliverables

Deliverables will be as set forth in Exhibit I.

5.0 Term

No changes from Task Order.

6.0 Other Matters

No changes from Task Order.

7.0 Project Managers

No changes from Task Order.

CITY OF STORM LAKE, IOWA

BOLTON & MENK, INC.

By: _____

By: Wesley W. Brown

Printed Name: Michael Porsch

Printed Name: Wesley W. Brown, P.E.

Title: Mayor

Title: Principal-in-Charge

ATTACHMENTS TO THIS TASK ORDER:

Exhibit I – Consultant's Services

Exhibit I-1 – Resident Project Representative

EXHIBIT I – CONSULTANT’S SERVICES

TASK ORDER NO. 9 – 2021 FIBER OPTIC SYSTEM IMPROVEMENTS **AMENDMENT NO. 1**

STORM LAKE, IOWA

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The CONSULTANT agrees to provide civil engineering services required for the construction of fiber optic conduits and cables to serve the City of Storm Lake and other agencies.

The basic improvements anticipated as part of this Agreement include fiber optic system installation and other related items.

I.A. BASIC SERVICES

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

Task 2: Construction Engineering Services

Task 2.1: Construction Contract Administration

CONSULTANT will administer the construction contract in accordance with the contract provisions. Specific responsibilities of Contract Administration will include:

- Construction meeting coordination and attendance including
 - Preconstruction meeting
 - Coordination meeting with Iowa DOT, Iowa DNR, FAA, and Buena Vista County
 - Progress meetings occurring bi-weekly
- Record keeping
- Reviewing contractor submittals
- Reviewing and monitoring the contractor’s progress schedule
- Preparing monthly pay estimates.
- Assisting the CLIENT in scope management activities for the project, including:
 - Reviewing potential changes to the plans
 - Analyzing contractor notices of extra work, claims or time extensions, and making recommendations to CLIENT
 - Negotiating settlements to potential changes for the ultimate approval by the CLIENT
 - Preparing contract change documents as required
- Coordination with CLIENT’s information technology consultant and governmental jurisdictions

Task 2.2: Permitting Applications

CONSULTANT will prepare and submit the Construction Permit Application and the Contract Documents to the Iowa DOT, Iowa DNR and Buena Vista County for review and approval. CLIENT will be responsible for applicable permitting application fees. Anticipated permit applications include:

- Iowa DNR Sovereign Lands
- Iowa DOT Utilities Accommodation
- Iowa DOT Work in Right-of-Way

- Buena Vista County Utilities Accommodation
- Buena Vista County Work in Right-of-Way
- Federal Aviation Administration

Task 2.3: Construction Observation

CONSULTANT will provide an estimated 104 hours of resident project representative (RPR) services during construction of the project. RPR services consist of observation of the work of the contractor, coordination of testing services and documentation of the work progress. RPR services do not constitute acceptance or approval of the contractor's work nor do they relieve any part of the contractor's responsibility under the construction documents. Scope and limitations of RPR services are further defined in EXHIBIT I-1.

Task 2.4: Record Drawings and Project Closeout

CONSULTANT will use the documentation compiled throughout the construction of the project to prepare all necessary proceedings to finalize the project. CONSULTANT will prepare and provide record drawings to the CLIENT including migration to the CLIENT's GIS mapping application.

I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section I.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the construction of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Additional services may include:

1. Professional services associated with temporary/permanent property acquisition or construction staking.
2. Professional services associated with additional utility or surface replacements.
3. Professional services associated with construction materials testing.

EXHIBIT I-1

RESIDENT PROJECT REPRESENTATIVE

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.

- b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
- 4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
 - c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
- 6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- 7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.

8. Records:

- a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

12. Completion:

- a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative's responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize CLIENT to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

Staff Summary

11/15/2021

Agenda Item # 13.



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

REPORT TO: Honorable Mayor and City Council

FROM: Tyler Gibbins, Staff Accountant

SUBJECT: **Motion to Approve an Agreement with Rebnord Technologies for Project Oversight and Fiber Network Integration for the Fiber Optic Improvements 2021 project.**

BACKGROUND: The Fiber Optic improvements project is a continuation of a 2015 effort to install a fiber network through the community. This project will result in the connection of various public buildings/infrastructure components via the installation of underground ducts and fiber optic communications lines.

This professional service agreement will provide the contractor with expert knowledge on the local net work and design with project verifications and oversight. This agreement also includes configuration and implementation of the of the new fiber to ensure proper network performance and redundancy.

FISCAL IMPACT: Estimated cost for the Project Oversight is \$29,625 and \$7,750 for the Fiber Network Integration.

RECOMMENDATION: **Approve an Agreement with Rebnord Technologies for Project Oversight and Fiber Network Integration for the Fiber Optic Improvements – 2021 project.**

ATTACHMENTS:

Description	Type
☐ Oversight Agreement	Contract
☐ Integration Agreement	Contract

Engineering Oversight for Storm Lake Fiber Optic Project – FYE 22

Rebnord Technologies proposes the following Engineering Oversight Services for the installation of the fiber optic loop for the City of Storm Lake.

- Work with contractor to determine final alignment of building entrances and electronics installation at end-point locations
- Verify proper strands are spliced and terminated using the proper parts and tools
- Spot check OTDR and splice loss measurements
- Verify proper copper networking is completed at each location
- Verify electrical work is performed properly at each location
- Coordinate integration with existing network to ensure minimal downtime and impact to City, School and County
- Maintain a project calendar
- Provide a splice plan to the contractor
- Attend Pre-Construction meetings
- Attend Construction meetings
- Ad Hoc meetings for field verification during the installation process
- Act as Liaison between City and Contractor
- Provide to contractor expert knowledge on the local network design and requirements
- **Does NOT include:**
 - Location of existing utilities
 - Conduit alignment verification
 - Traffic control or other DOT requirements during construction
 - Any verification of proper permit acquisition required by State, County or City
 - 100% presence on-site during construction
 - Interacting with property owners, prior to, during, or after project installation
 - Configuration of Electronics for integration with network
 - Parts and materials not provided as part of the contractors bid
 - Items resulting from a change order
 - Liability, correction, or repair of any structures damaged or ground disturbance during the construction.
 - Any overages resulting from construction or engineering changes

Estimated Cost:

Item	Est. HRs	ea	Total
Project Management	150	\$ 125.00	\$ 18,750.00
Scheduling			
Coordination with Water Quality Dept			
Maintain and update construction calendar			
On-Site Verification of Building Entrances			
Verify End-Point Enclosure and Termination			
Connection and Termination Verification	25	\$ 75.00	\$ 1,875.00
Engineer Splice Plan	40	\$ 200.00	\$ 8,000.00
Pre-Construction and Progress Meetings	10	\$ 100.00	\$ 1,000.00
Total			\$ 29,625.00

Tim Rebnord

Date

City Representative

Date

Fiber Network Integration for Storm Lake Fiber Optic Project – FYE 22

Rebnord Technologies proposes to offer the following Network Integration Services for the installation of the fiber optic loop for the City of Storm Lake.

- Adjust fiber optic patches on existing network to connect to new fiber and accommodate electronics replacement
- Fusion splice connections in existing Pedestals at Tower 1 and Law Enforcement Center to improve performance of overall network with the addition of new routes
- OTDR and Loss test splices and patching
- Configure and implement new core switches with automatic failover
- Configure and implement new endpoint switches
- Test and verify proper network performance and redundancy

Estimated Cost:

Item	Est. HRs	ea	Total
Splicing and Patching	16	\$ 125.00	\$ 2,000.00
Loss Testing	4	\$ 125.00	\$ 500.00
Core Switch Config	20	\$ 175.00	\$ 3,500.00
Endpoint Switch Config	10	\$ 175.00	\$ 1,750.00
Total			\$ 7,750.00

Tim Rebnord

Date

City Representative

Date

Staff Summary

11/15/2021

Agenda Item # 14.



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

REPORT TO: Honorable Mayor and City Council

FROM: Elizabeth Huff, Library Director

SUBJECT: **Ordinance No. 07-O-2021-2022 Amending Chapter 7 Of Title II Of The City Code Of The City Of Storm Lake, Iowa, To Reduce The Number Of Trustees On Its City Library Board Of Trustees - 1st Reading**

BACKGROUND: On November 2nd, 2021, during the City/School elections the voters agreed to approving the reduction of Library trusted from nine members to five as a public measure. Voluntary resignation letters along with vacant spots will reduce the numbers of trustees accordingly. With approval changes will be effective January 1, 2022.

FISCAL IMPACT: None

RECOMMENDATION: Approve Ordinance No. 07-O-2021-2022 Amending Chapter 7 Of Title II Of The City Code Of The City Of Storm Lake, Iowa, To Reduce The Number Of Trustees On Its City Library Board Of Trustees - 1st Reading

ATTACHMENTS:

Description	Type
Ordinance #07-O-2021-2022	Ordinance

ORDINANCE NO. 07-O-2021-2022

ORDINANCE AMENDING CHAPTER 7 OF TITLE II OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TO REDUCE THE NUMBER OF TRUSTEES ON ITS CITY LIBRARY BOARD OF TRUSTEES FROM NINE (9) TRUSTEES TO FIVE (5) TRUSTEES AND TO ESTABLISH THE PROCEDURE FOR THE APPOINTMENT OF SUCH TRUSTEES CONSISTENT WITH THE REQUIREMENTS OF SECTION 336.5 OF THE CODE OF IOWA

WHEREAS, the voters of the City of Storm Lake, Iowa approved a public measure to reduce the number of trustees on its City Library Board of Trustees from nine (9) trustees to five (5) trustees through an amendment to Title II, Chapter 7, Section 1 of its City Code;

WHEREAS, Section 1 of said Chapter 7 set the original number of Trustees on the City Library Board of Trustees at nine (9); and

WHEREAS, Section 2 of said Chapter 7 set the term of office for such Trustees and also established a procedure for staggering the terms of the nine Trustees which needs to be modified because of the reduction of trustees and because the method set forth for staggering the terms is inconsistent with present state law, specifically, Iowa Code Section 336.5, requiring three subgroups of Trustees to have staggered terms expiring two years apart.

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

Section 1. Section 2-7-1, captioned, "Creation," is deleted and replaced with the following new Section 2-7-1, captioned, "Creation and Makeup":

Section 2-7-1 Creation and Makeup

There is hereby created a City Library Board of Trustees to be made up of nine (9) trustees and which Board shall exercise the powers set forth in Section Four (4) of this chapter. Effective January 1, 2022, the City Library Board of Trustees, shall be reduced in size from nine (9) trustees to five (5) trustees, which Board shall exercise the powers set forth in Section Four (4) of this chapter.

Section 2. Section 2-7-2, captioned, "Term of Office," is deleted and replaced with the following new Section 2-7-2, captioned, "Term of Office":

Section 2-7-2 Term of Office

The terms of office of all trustees appointed before January 1, 2022 shall continue until January 1, 2022, but shall expire and terminate January 1, 2022. All five of the trustees then shall be appointed by the Mayor with the approval of the City Council. Members of the City Library Board of Trustees serving before January 1, 2022, are eligible for re-appointment to such Board and, in the discretion of the Mayor and City Council, may be re-appointed to new terms as provided herein, subject to the five-member Board limit. One shall hold office for two years, two

for four years, and two for six years, from the first day of July, 2022; provided that all shall begin serving as trustees upon the effective date of their appointment by the Mayor and Council, which shall be on or after January 1, 2022. At the first meeting of the board of trustees on or after July 1, 2022, or at the first meeting of the board of trustees after the effective date of the appointment of all five trustees, whichever is sooner, the five trustees shall cast lots for their respective terms, reporting the result of such lots to the City Council. All subsequent appointments, except those to fill unexpired terms in the case of vacancies, shall be for terms of six years each, commencing with the first day of July following the expiration of the terms of the members whose terms have expired and whose offices are being filled by such appointments. An appointment to fill an unexpired term shall be for the balance of the term of the office left vacant. All appointments to the City Library Board of Trustees shall be made by the Mayor, subject to the approval of the City Council.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

PASSED AND APPROVED this _____ day of _____, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

11/15/2021

Agenda Item # 15.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Motion to Approve a Grant Agreement with Iowa Economic Development Authority for the Library HVAC Project**

BACKGROUND: The City of Storm Lake applied for a Community Development Block Grant- CV funding from the Iowa Economic Development Authority (IEDA). The City has a need to make improvements to the Storm Lake Public Library to prevent the spread of Covid and other airborne diseases while allowing the Library to remain a key community facility for the residents of the City.
On Wednesday, November 10, 2021, the city received formal award notification for the 2021 Community Development Block Grant (CDBG- CV) from IEDA. See attachment

FISCAL IMPACT: None at this time

RECOMMENDATION: Approve a Grant Agreement with Iowa Economic Development Authority for the Library HVAC Project

ATTACHMENTS:

Description	Type
☐ IEDA Award Letter	Letter
☐ Covid-19 Program Contract	Contract

November 08, 2021

Honorable Mike Porsch
City of Storm Lake
PO Box 1086
620 Erie Street
Storm Lake, Iowa 50588

SUBJECT: 2021 CDBG COVID19 Award (20-CVN-006)

Dear Mayor Porsch:

I am pleased to inform you the Iowa Economic Development Authority (IEDA) has awarded the City of Storm Lake a Community Development Block Grant - COVID19 (CDBG-CV) in an amount not to exceed \$500,000.

Your contract with respect to this award (the "Contract") will have a start date of November 5, 2021 pending successful contract negotiation and complete execution. Enclosed is the Contract between the City of Storm Lake and IEDA. Please review the document thoroughly. Once signed, please return the original signed copy to Hayley Crozier at IEDA. Upon receipt of your signed contract, we will execute and upload a copy to iowaGrants.gov for your records.

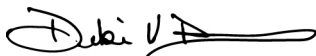
No HUD Funds or non-HUD funds may be committed to the project until the applicant has secured environmental approval from the State, as provided in HUD regulation 24 CFR Part 58. In addition, pending environmental approval and pursuant to 24 CFR Part 58.22(a), no grant recipient or participant in the development process, including contractors or sub-contractors, may undertake an activity that may limit the choice of reasonable alternatives. Such choice limiting actions include real property acquisition, conducting a competitive sealed bid process for the project, signing a construction contract, leasing, rehabilitation, repair, demolition, conversion, and construction.

IF ANY CONDITIONS CONTAINED IN THIS LETTER ARE NOT SATISFIED IN THE SOLE DISCRETION OF IEDA, OR THE CONTRACT IS NOT FULLY EXECUTED BY January 19, 2022, THIS AWARD OF FUNDS SHALL BE RESCINDED, AND NO REIMBURSEMENT IS AVAILABLE FOR ANY COSTS INCURRED BY THE CONTRACT RECIPIENT WITH RESPECT TO THIS AWARD.

If you have any questions, please contact your project manager, Sarah Plowman, at 515.348.6213 or by e-mail at Sarah.Plowman@iowaEDA.com.

IEDA looks forward to working with the City of Storm Lake on its CDBG-CV project **once all conditions to the award have been met and the contract is fully executed.**

Sincerely,



Deborah V. Durham
Director

cc: Justin Yarosevich, Simmering-Cory Inc
File: iowaGrants.gov

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT DIVISION**

FEDERAL GRANT SUBRECIPIENT AWARD SUMMARY

PROJECT INFORMATION

PROJECT TITLE: Storm Lake (CDBG COVID19)
TOTAL FEDERAL FUNDS AWARD TO RECIPIENT: \$500,000
GRANT AWARD PERIOD: November 5, 2021 to May 31, 2023
FEDERAL AWARD PROJECT DESCRIPTION: CDBG COVID19 Project

SUBRECIPIENT INFORMATION

AGENCY NAME: City of Storm Lake
ADDRESS: PO Box 1086, Storm Lake, 50588
DUNS # (UNIQUE ENTITY IDENTIFIER): 082721374
SUBRECIPIENT'S INDIRECT COST RATE: N/A

FEDERAL FUNDS INFORMATION

FEDERAL FUNDING ENTITY: U.S. Department of Housing and Urban Development
FEDERAL PROGRAM NAME: Community Development Block Grant
FEDERAL AWARD NUMBER: B-20-DW-19-0001
FEDERAL AWARD DATE: 07/20/2020
CATALOGUE OF FEDERAL DOMESTIC ASSISTANCE: 14.871
TOTAL FEDERAL AWARD AMOUNT: \$31,367,906
AWARD FOR RESEARCH AND DEVELOPMENT: NO

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT DIVISION INFORMATION**

CONTACT PERSON: Brian Sullivan
E-MAIL ADDRESS: brian.sullivan@iowafinance.com
TELEPHONE NUMBER: (515) 452-0430

This information is provided as a requirement of 2 CFR 200.331 Requirements for pass-through entities. All requirements imposed by the Federal entity and passed on to IEDA. In turn IEDA passes on to the subrecipient all requirements imposed by the Federal entity and that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

REQUIRED ACKNOWLEDGEMENT OF ENVIRONMENTAL REVIEW REQUIREMENTS

By signing below, I hereby acknowledge that I accept and understand that no construction or other choice limiting actions may be commenced in relation to any portion or aspect of this project, regardless of the funding source, prior to the grant recipient, (city or county) receiving a formal Release of Funds letter from the offices of the Iowa Economic Development Authority (IEDA).

Choice limiting actions include not only actual traditional construction activities but also the purchase or lease of land or structures, bid letting (**any advertisement of bids**), signing construction contracts of any kind, rehabilitation, repair, remodeling, demolition, conversion, and any phase of construction activity whatsoever.

Release of Funds letters will be issued only upon proper completion and submittal of the appropriate level of Environmental Review Record (ERR) for the project to IEDA through the iowagrants.gov system.

I understand that violation of this federal rule by taking any prohibited action as outlined above prior to the receipt of a Release of Funds letter from IEDA is likely to result in the forfeiture of CDBG grant monies awarded.

Signed: _____
Mayor or County Chairperson

Date: _____

Print Name: _____

Signed: _____
Grant Administrator

Date: _____

Print Name: _____

Signed: _____
Subrecipient Entity (if applicable)

Date: _____

Print Name: _____

We strongly suggest that you please share this form with any engineers or architects involved in the project.

Note: Following execution and dating this form must be uploaded into the "Required Uploads" component for your respective grant project in the iowagrants.gov system. No claim for grant funds will be processed until this task is completed.

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
NON-ENTITLEMENT COMMUNITY DEVELOPMENT BLOCK GRANT
(COVID-19) PROGRAM CONTRACT**

RECIPIENT:	Storm Lake
CONTRACT NUMBER:	20-CVN-006
EFFECTIVE DATE:	November 5, 2021
AWARD AMOUNT:	\$500,000
END DATE:	May 31, 2023

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM COVID-19 ("CDBG-CV") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Ave, Suite 200, Des Moines, Iowa 50315 ("Authority") and "Recipient", effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG-CV funds; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient submitted an Application for funding to the Authority and the Authority has approved the Application; and

WHEREAS, in approving the Application the Authority has relied upon the Recipient's representations of proposed Project activities, management and financial condition of the Recipient, investment of other Project funds, and other material information contained therein; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG-CV funds is to primarily benefit low- and moderate- income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

- 1.1 **ACT.** Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.) and the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act.
- 1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.
- 1.3 **ADMINISTRATIVE CODE.** "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.
- 1.4 **ALLOWABLE COSTS.** "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG-CV program.
- 1.5 **APPLICATION.** "Application" is the Application the Recipient submitted in IowaGrants.gov to Authority.
- 1.6 **BUDGET.** "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- 1.7 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM COVID-19 (CDBG-CV).** "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended and the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act
- 1.8 **CONTRACT.** "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required

in connection with the Contract, including the CDBG-CV grant Application together with any related submittal documents.

1.9 **END DATE.** "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.

1.10 **GRANT.** "Grant" means the award of CDBG-CV funds to the Recipient for Project activities.

1.11 **HUD.** "HUD" means the U.S. Department of Housing and Urban Development.

1.12 **IOWAGRANTS.GOV.** "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov.

1.13 **LOW- AND MODERATE-INCOME FAMILIES.** "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, HOME income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

1.14 **LOW- AND MODERATE-INCOME PERSONS.** "Low- and Moderate- Income Person" means a member of a low- and moderate-income family as defined above.

1.15 **PROJECT.** "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in IowaGrants.gov and approved by the Authority.

1.16 **RECIPIENT.** "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, and any other HUD funded program as applicable including the CARES Act. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a " Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this " Subaward" as defined in 2 CFR 200.92.

ARTICLE 2 **FUNDING**

2.1 **FUNDING SOURCE.** The source of funding for the Grant is the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act.

2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG-CV program. Any termination, reduction or delay of CDBG funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG funds to the Recipient.

2.3 **PRIOR COSTS.** If any Recipient has received written approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said written approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

2.5 **EXPENDITURE REQUIREMENT.** Recipient must expend all CDBG-CV funds prior to July 23, 2023. Requests for reimbursement must be submitted to IEDA in a timely manner to ensure disbursements may be processed before July 23, 2023. The Recipient acknowledges that CDBG-CV funds will not be paid or disbursed after July 23, 2023, unless this date should be extended by the U.S. Department of Housing and Urban Development.

ARTICLE 3

TERMS OF GRANT

- 3.1 **TIME OF PERFORMANCE.** The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.
- 3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's IowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.
- 3.3 **ADMINISTRATION.** This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the Iowa Community Development Block Grant Management Guide, which has been distributed by the Authority to the Recipient.
- 3.4 **SATISFACTORY PERFORMANCE.** All projects will be evaluated using CDBG regulations and the additional requirements found in FR-6218-N-01: Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for CDBG-CV Grants, FY 2019 and 2020 CDBG Grants, and for Other Formula Programs.
- 3.5 **DUPLICATION OF BENEFITS.** All projects will be evaluated to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.).
- 3.6 **PRE-AGREEMENT COSTS.** Pre-agreement and pre-award costs may be reimbursable with prior approval from IEDA. Costs incurred before March 9, 2020 will not be reimbursed. On this date, the Governor made a Proclamation of Disaster Emergency to coordinate the State of Iowa's response to the Novel Coronavirus 2019 (COVID-19) outbreak. Recipient shall comply with all environmental requirements set out at 24 CFR 58. If the Recipient does not comply with all requirements at 24 CFR Part 58 and cannot demonstrate there was no harm to the environment, IEDA will not reimburse pre-agreement or pre-award costs

ARTICLE 4

PERFORMANCE TARGET ACHIEVEMENT

- 4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity", and as further elaborated in the Application, as approved by the Authority.
- 4.2 **DETERMINATION OF CONTRACT PERFORMANCE.** The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity". The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

ARTICLE 5

USE OF FUNDS

- 5.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal (Application) as summarized in the Recipient's approved Community Development Block Grant "Budget Activity".
- 5.2 **PROGRAM INCOME.** Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. If applicable, any CDBG proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.
- 5.3 **BUDGET REVISIONS.** Budget revisions shall be subject to prior approval of the Authority through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.

5.4 **COST VARIATION.**

(a) In the event that the total Project cost is less than the amount specified in the Agreement and the "Budget Activity", the CDBG participation shall be reduced at the same ratio to the total Project cost reduction as the original ratio of the CDBG funds to the total Project costs. Any disbursed excess above the reduced CDBG participation amount shall be returned immediately to the Authority.

(b) In the event that the total Project cost is greater than the amount specified in the "Budget Activity", the Authority shall, upon request, consider increasing the CDBG participation in the same ratio to the total increase in Project cost as the original ratio of CDBG funds to the total Project costs. The consideration of an increase of CDBG funds for a Project shall be subject to availability of funds, determination of reasonable and allowable costs, and all other applicable program rules.

(c) The Recipient may request the Authority to increase the CDBG participation to an amount that is higher than the proportional ratio. The Authority may permit such a higher increase if, in the Authority's judgment, the Recipient has demonstrated financial hardship.

ARTICLE 6 **CONDITIONS TO DISBURSEMENT OF FUNDS**

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

6.1 **CONTRACT EXECUTED.** The Contract shall have been properly executed and, where required, acknowledged.

6.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program", and summarized in the Iowa CDBG Management Guide. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any programmatic Memorandum of Understanding between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.

6.3 **PERMITS AND LICENSES.** The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

6.4 **EXCESSIVE FORCE POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(l) of the Housing and Community Development Act of 1974, as amended.

6.5 **RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

6.6 **EQUAL OPPORTUNITY POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's equal opportunity policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.7 **PROCUREMENT POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's procurement policy, consistent with 2 CFR 200.318.

6.8 **FAIR HOUSING POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's fair housing policy, consistent with Section 109 of the Housing and Community Development Act of 1974 as amended.

6.9 **CODE OF CONDUCT.** The Authority, prior to release of funds under this Contract, shall review and approve the

Recipient's code of conduct, consistent with 2 CFR 200.318.

6.10 **CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.** For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity.

6.11 **SUBRECIPIENT AGREEMENT.** For each activity utilizing a non-profit for implementation the Recipient shall upload an executed subrecipient agreement to IowaGrant.gov. No funds will be released for that activity unless the required subrecipient agreement has been uploaded. The Recipient shall use IEDA's approved subrecipient agreement template which includes a claw back provision.

6.12 **DUPLICATION OF BENEFITS POLICY.** The recipient shall adopt and implement the IEDA Duplication of Benefits Policy and procedures and other requirements for duplication of benefits as prescribed by IEDA.

ARTICLE 7 **REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

7.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

7.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the Authority.

7.4 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

7.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

7.6 **EFFECTIVE DATE.** The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

ARTICLE 8

COVENANTS OF THE RECIPIENT

8.1 **AFFIRMATIVE COVENANTS.** Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a) **PROJECT WORK AND SERVICES.** The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.

(b) **REPORTS.** The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown below if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG-CV program.

REPORT

DUE DATE

- | | |
|---|--|
| 1. Request for Payment / Activity Status Report | At least every 6 months |
| 2. Section 3 Report | Annually (if applicable) |
| 3. Updates to the Applicant/Recipient Disclosure Report | As needed due to changes |
| 4. Form 3-D, Income and Ethnicity of recipients | Quarterly or more frequently as directed by IEDA |
| 5. Single Audit Form (required) | Within 30 days of audit completion |

(c) **RECORDS.** The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for the greater of three years after the date the recipient is notified that the state CDBG contract has been closed with HUD, or the period required by other applicable laws and regulations as described in § 570.487 and § 570.488. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

(d) **ACCESS TO RECORDS/INSPECTIONS.** The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State Auditor, to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) any or all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examination and/or inspection.

(e) **USE OF GRANT FUNDS.** The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.

(f) **DOCUMENTATION.** The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.

(g) **NOTICE OF PROCEEDINGS.** The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(h) **INDEMNIFICATION.** The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all losses in connection with the Project.

(i) NOTICE TO AUTHORITY. In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

(j) CERTIFICATIONS. The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:

(i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E.

(ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.

(iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

(iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.

(v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.

(vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235), and implementing regulations.

(vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.

(ix) National Environmental Policy Act of 1969 and implementing regulations.

(x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

(xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.

(xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.

(xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.

- (xiv) Fair Labor Standards Act and implementing regulations.
- (xv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.
- (xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.
- (xvii) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.
- (xviii) Drug-Free Workplace Act.

(k) **MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE.** The following provision shall apply to the project as appropriate. The Recipient and any subrecipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payees, as appropriate. The Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

8.2 **NEGATIVE COVENANTS.** During the Contract term the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:

- (a) **ASSIGNMENT.** Assign its rights and responsibilities under this Contract.
- (b) **ADMINISTRATION.** Discontinue administration activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

9.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Contract:

- (a) **MATERIAL MISREPRESENTATION.** If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.
- (b) **NONCOMPLIANCE.** If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.
- (c) **END DATE.** If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.
- (d) **MISSPENDING.** If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.
- (e) **INSURANCE.** If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.

9.2 **NOTICE OF DEFAULT.** In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

9.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:

- (a) exercise any remedy provided by law,

(b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.

9.4 **FAILURE TO MEET PERFORMANCE TARGETS.** If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25.4(1).

ARTICLE 10 **INCORPORATED DOCUMENTS**

10.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:

- (a) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (b) Application, "CDBG-CV Application", as found in Recipient's IowaGrants.gov account.
- (c) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (d) IEDA Duplication of Benefits Policy and Procedures

10.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this Contract, the following order of priority shall govern:

- (a) Articles 1 through 11 herein.
- (b) Attachment A, "CDBG Program General Provisions", dated October 3, 2018.
- (c) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (d) IEDA Duplication of Benefits Policy and Procedures
- (e) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (f) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

ARTICLE 11 **MISCELLANEOUS**

11.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.

11.2 **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

11.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the Authority.

11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.5 **NOTICES.** Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be delivered through IowaGrants.gov. Alternately the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 **WAIVERS.** No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 **LIMITATION**. It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 **HEADINGS**. The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 **INTEGRATION**. This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.

11.10 **COUNTERPARTS**. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.11 **IOWAGRANTS.GOV**. The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: Storm Lake

BY:

Mayor
Storm Lake
PO Box 1086
Storm Lake, Iowa 50588

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Brian Sullivan, Chief Programs Officer

ATTACHMENT A
GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

1.0 AMENDMENT.

(a) **WRITING REQUIRED.** The Contract will only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) **UNILATERAL MODIFICATION.** Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.

(c) **AUTHORITY REVIEW.** The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved; if it does not meet requirements set forth in Iowa Administrative Code 261-23, as applicable; or if it conflicts with the Program Rules.

2.0 AUDIT REQUIREMENTS.

(a) **SINGLE AUDIT.** The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.

(b) **ADDITIONAL AUDIT.** As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR subpart K.

4.0 UNALLOWABLE COSTS. If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient will repay to the Authority any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

5.0 PROGRAM INCOME. All program income, as defined in 2 CFR part 200, subpart E; 24 CFR 570.489; and Iowa Administrative Code 261-23, if applicable; shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.

6.0 INTEREST EARNED. To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.

7.0 SUSPENSION. When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the

provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

8.0 **TERMINATION.**

(a) **FOR CAUSE.** The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b) **FOR CONVENIENCE.** The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) **DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING.** At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

9.0 **PROCEDURES UPON TERMINATION.**

(a) **NOTICE.** The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancelable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.

(b) **RIGHTS IN PRODUCTS.** All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.

(c) **RETURN OF FUNDS.** The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.

10.0 **ENFORCEMENT EXPENSES.** The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

11.0 **INDEMNIFICATION.** The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

12.0 **CONFLICT OF INTEREST.**

(a) **GENERAL.** Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(b) **PERSONS COVERED.** The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

(c) **CONFLICTS OF INTEREST.** Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.** CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24 or any applicable law or regulation of the Department of Labor.

14.0 CIVIL RIGHTS.

(a) **DISCRIMINATION IN EMPLOYMENT.** The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(b) **CONSIDERATION FOR EMPLOYMENT.** The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) **SOLICITATION AND ADVERTISEMENT.** The Recipient shall list all suitable employment openings in the State Employment Service local offices or shall list all suitable employment openings with Iowa Workforce Development's IowaJobs web site found at <https://www1.iowajobs.org/>.

(d) **CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT.** The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) **CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING.** The Recipient certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) **PROGRAM NONDISCRIMINATION.** The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as

provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity, or Project.

(g) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFT Part 100 and 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) LEAD-BASED PAINT HAZARDS. The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

(i) SECTION 3 COMPLIANCE. The recipient shall comply with provisions for training, employment and contracting in accordance with 24 CFR part 75 and Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(iii) The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

(v) The contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

(vi) The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

(vii) The contractor agrees to post contract and job opportunities to the Opportunity Portal, and will check the Business Registry for businesses located in the project area.

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

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

(x) The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it

has taken to pursue low- and very low-income persons for economic opportunities.

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

(j) **NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS.** In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(k) **INCLUSION IN SUBCONTRACTS.** The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or provider as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 **POLITICAL ACTIVITY.** No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 **LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

17.0 **PROHIBITED ACTIVITIES.** In accordance with 24 CFR 570.207 (a): The following activities may not be assisted with CDBG funds:

(a) **BUILDINGS OR PORTIONS THEREOF, USED FOR THE GENERAL CONDUCT OF GOVERNMENT AS DEFINED AT § 570.3(D) CANNOT BE ASSISTED WITH CDBG FUNDS.** This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(b) **GENERAL GOVERNMENT EXPENSES.** Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

(c) **POLITICAL ACTIVITIES.** CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

18.0 **FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, recipient, subrecipient, contractor, subcontractor, or provider acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

19.0 **IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY.** The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

Staff Summary

11/15/2021

Agenda Item # 16.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Motion to Approve An Agreement For Grant Administration Services With Simmering-Cory For The Library HVAC CDBG Award**

BACKGROUND: The City advertised for proposals from qualified firms for grant writing and administration services related to a projects eligible for CDBG-CV funding. On July 19, 2021, the City Council approved the selection of Simmering-Cory for Professional Services.

With the approval of the Community Development Block Grant- CV funding from the Iowa Economic Development Authority (IEDA) the City is need for grant administration services.

FISCAL IMPACT: Amount to not exceed \$18,000.

RECOMMENDATION: Approve Agreement For Grant Administration Services With Simmering-Cory For The Library HVAC CDBG Award

ATTACHMENTS:

Description	Type
Administration Services Agreemnet	Contract

AGREEMENT FOR ADMINISTRATIVE SERVICES

ARTICLE I. This AGREEMENT made and entered into this 15th day of November, 2021, by and between the City of Storm Lake, hereinafter called the OWNER, and Local Government Professional Services, Inc., DBA Simmering-Cory, hereinafter called LGPS, WITNESSETH:

WHEREAS, the OWNER intends to construct improvements as part of a Library HVAC Improvement Project (20-CVN-006) outlined in the 2021 Community Development Block Grant application approved by the Iowa Economic Development Authority, hereinafter called the PROJECT; and

WHEREAS, the OWNER has agreed with Iowa Economic Development Authority to perform all services outlined in and required by the Iowa Nonentitlement Community Development Block Grant Contract (hereinafter called STATE CONTRACT) and;

WHEREAS, the OWNER desires to employ LGPS to assist with completion of certain services outlined in the STATE CONTRACT and to perform professional services associated with the implementation, management, and administration of the Community Development Block Grant PROJECT.

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the parties hereto agree as follows:

ARTICLE II. GRANT MANAGEMENT AND ADMINISTRATION.

LGPS agrees to furnish and perform various professional services required for the PROJECT and by the STATE CONTRACT, as follows:

- Day-to-day technical assistance and program management through project completion and close-out.
- Compliance with environmental and SHPO requirements. If an Archeological Phase 1 Site Survey or an Iowa Site File Search is required, the City will contract directly for those services at their expense. Costs for these services may be eligible for reimbursement through grant funds.
- Will provide the necessary publications and forms required for Release of Funds. The cost of publications will be an additional expense outside the cost of the contract for grant administration services and paid directly by the City.
- Required resolutions for procurement and code of conduct.
- State Contract negotiation and program schedule.
- Preparation and submittal of reports and forms as outlined in the State Contract, but not including the audit report.
- Ongoing assistance in establishing and maintaining an overall recordkeeping system.
- Compliance with affirmative action requirements.
- Attendance at all conferences, Council meetings, and State monitoring visits necessary to facilitate the project.

- Compliance with Fair Housing (any costs related to the publication or distribution of federal notices is outside the cost of the grant administration contract and the responsibility of the City), Equal Opportunity, Excessive Force, RARA and Citizen Participation regulations.
- Compliance with the Uniform Acquisition and Relocation Act pertaining to easements and land acquisition.
- Review of contracts and specs to ensure necessary Federal and State regulations are included.
- Requisition of grant funds and requisition of SRF loan funds (if the City is using SRF funding).
- Compliance with Davis-Bacon labor standards requirements and monitoring of weekly contractor payroll forms.
- Compliance with minority participation requirements and contractor clearance.
- Preparation of contract and program amendments as needed.
- We will provide the public notice and hearing announcements for mid project updates as required by IEDA. Any costs related to the publication of the notice is outside of this grant administration contract and the responsibility of the City.
- We will work with the City and their selected engineer on development of the bid package and compliance with federal bid laws. The cost of any required publications is the responsibility of the City and not a part of this grant administration agreement.
- Any additional administrative function as may be required or requested by the State.

The OWNER agrees to fulfill and take certain City Council action required to carry out the work and services outlined by the STATE CONTRACT and necessary for completion of the PROJECT.

ARTICLE III. COMPENSATION. The OWNER shall compensate LGPS for services outlined under ARTICLE II in an amount to not exceed \$20,000.

It is further understood and agreed by both parties, that the payment of fees shall be as follows:

- A. Initial Payment – 10% (\$2,000) at the time of Release of Funds.
- B. Progress Payments – \$2,000 every three (3) months after the Release of Funds.
- C. Final Payment – Balance of contract upon project completion.

In the event that the OWNER should decline grant funding for the PROJECT after signing the STATE CONTRACT but prior to the release of funds, the owner shall pay LGPS a portion of the grant administration fee in the amount of \$4,000.00 for services rendered on the PROJECT.

ARTICLE IV. IN CONNECTION WITH THE CARRYING OUT OF THIS CONTRACT, ALL PARTIES SHALL COMPLY WITH THE FOLLOWING:

- A. Termination or Abandonment of Project
The OWNER and/or LGPS shall have the right to terminate this contract upon notice in writing. Upon cancellation, the OWNER will be responsible only for those costs incurred by LGPS to the date of termination.
- B. Title VI of the Civil Rights Act of 1964
This act provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving Federal financial assistance.
- C. Section 109 of Title I of the Housing and Community Development Act
This act provides that no person shall be excluded from participation, including employment, denied program benefits, or subjected to discrimination on the basis of race, color, physical or mental disabilities, national origin, religion, religious affiliation or sex under any program or activity funded in whole or in part under Title I of this act.
- D. Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.)
This act provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving Federal funds.
- E. Section 3 of the Housing and Urban Development Act of 1965 (as amended)
This act provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that contracts awarded in connection with such project be awarded to businesses located in, or owned in substantial part by persons residing within the project area.
- F. Access to and Maintenance of Records
LGPS shall, for a period of five years, beginning with the date of submission of the final expenditure report or until audit findings have been resolved, furnish all information and reports required and will permit access to books, records, and accounts by the OWNER, Department of Housing and Urban Development, the Secretary of Labor, the Iowa Economic Development Authority or their authorized representatives, for purposes of investigation to ascertain compliance.
- G. Federal Executive Order 11246
“During the performance of this contract, LGPS agrees as follows:

“1) LGPS will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. LGPS will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such

action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. LGPS agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"2) LGPS will, in all solicitations or advertisement for employees placed by or on behalf of LGPS, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

"3) LGPS will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of LGPS's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"4) LGPS will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.

"5) LGPS will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"6) In the event of LGPS's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and LGPS may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"7) LGPS will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. LGPS will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event LGPS becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, LGPS may request the United States to enter into such litigation to protect the interests of the United States."

H. The Americans with Disabilities Act

This act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

I. Awarding Agency Reporting Requirements

The OWNER and LGPS must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

J. Energy Efficiency.

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Pub. L 94-163, 89 Stat. 871

City of Storm Lake

By: _____

Date: November 15, 2021

Attest:

By: _____

Local Government Professional Services, Inc.
DBA: Simmering-Cory

By:  _____

Date: November 10, 2021

Staff Summary

11/15/2021

Agenda Item # 17.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Public Hearing On A Proposed First Amendment To The Agreement For Private Development By And Between The City of Storm Lake And FB Storm Lake II, LLC**

BACKGROUND: The original Developer's Agreement was approved on October 31, 2016 and included the following items:

1. Purchase price- \$300,000
2. Economic Development grants not to exceed \$2,300,000 for 18 years.

3. Minimum Improvements \$11,000,000 with the minimum assessed value estimated to be \$14,000,000

Amended Agreement:

1. Economic Development grants in the amount of \$3,100,000 for 15 years.
2. Permanently maintain and landscape appropriately city owned property located between the development property up to Sunrise Road.
3. Easements to allow for pedestrian access between Sunrise Park Road Right-of-Way to public docks.
3. Minimum Improvements \$14,000,000 with the minimum assessed value estimated to be \$17,000,000.
4. Building one will be completed December 31, 2022 and building 2 will be completed by December 2024.

FISCAL IMPACT: The only fiscal impact would be the cost of publishing the notice.

RECOMMENDATION: Open Hearing
Hear Comments
Close Hearing

ATTACHMENTS:

Description	Type
Amended Agreement	Contract

**FIRST AMENDMENT
TO
AGREEMENT FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
CITY OF STORM LAKE, IOWA
AND
FB STORM LAKE II, LLC**

THIS FIRST AMENDMENT (“Amendment”) to that certain Agreement for Private Development by and between the CITY OF STORM LAKE, IOWA (“City”), and FB STORM LAKE II, LLC, a Missouri limited liability company (“Developer”), dated October 31, 2016 (“Agreement”), is made as of the ____ day of _____, 2021, between the City and the Developer.

WITNESSETH:

WHEREAS, the City and the Developer previously executed the Agreement and recorded a Memorandum of the Agreement at Document # 162922 in the records of the Recorder of Buena Vista County, Iowa; and

WHEREAS, pursuant to the Agreement, the City agreed to sell certain property (the “Development Property”) located within the Storm Lake Industrial Park Urban Renewal Area to the Developer, and in exchange, the Developer would cause certain Minimum Improvements to be constructed on the Development Property; and

WHEREAS, the City and Developer desire to amend the Agreement to (i) increase the amount of Developer’s investment in the Minimum Improvements; (ii) increase the amount of the anticipated assessed value after completion of the Minimum Improvements; (iii) extend the deadline for construction of the Minimum Improvements and provide for separate development timelines of the Building 1 Minimum Improvements and Building 2 Minimum Improvements; (iv) extend other dates to correspond to the new development timeline; and (v) update the aggregate amount of Economic Development Grants that may be paid to the Developer and extend the number of years the Economic Development Grants may be paid; and

WHEREAS, the parties further desire to provide in this Amendment for the execution of various easements, as contemplated by Section 2.1(f) of the Agreement, addressing pedestrian access between Sunrise Park Road right-of-way to public docks located on Storm Lake and rights of access, egress, and the use and maintenance of the property between the Development Property and the Sunrise Park Road public right-of-way.

NOW THEREFORE, it is agreed by the City and the Developer:

1. Definitions. All capitalized words used herein and not specifically defined shall have the same definitions as in the Agreement. Notwithstanding the foregoing, the following changes are made to the definitions in Article I of the Agreement:

A. The definition of “Minimum Improvements” is hereby replaced with the following:

Minimum Improvements means the construction and development of a residential condominium/apartment facility at the Development Property, including the Building 1 Minimum Improvements and the Building 2 Minimum Improvements, as more particularly described in Exhibit B-1 and depicted in Exhibit B-2. Although the diagrams shown in Exhibit B-2 show three buildings, the Minimum Improvements include the construction of the middle building and the northern-most building only, each anticipated to be a three-floor condominium/apartment building with at least 100 separate condominium/apartment units combined. After construction of the Minimum Improvements, the value of the Renovated Facility for the purpose of this Agreement is expected to be approximately \$14,000,000, but the Buena Vista County Assessor will make the final determination as to the value. The increased value of the Renovated Facility after construction of the Minimum Improvements, over and above \$189,440 (which is the January 1, 2016 assessed value of the Existing Facility (improvement value only)) is the value upon which the Economic Development Grants will be measured.

B. The following two definitions are hereby added to Article I of the Agreement:

Building 1 Minimum Improvements means the northern-most building depicted in Exhibit B-2 that will be constructed by Developer as part of the Minimum Improvements.

Building 2 Minimum Improvements means the middle building depicted in Exhibit B-2 that will be constructed by Developer as part of the Minimum Improvements.

2. Changes to Minimum Improvements. The following provisions of the Agreement are hereby amended in order to amend the terms for development of the Minimum Improvements and provide for development of the Building 1 Minimum Improvements and Building 2 Minimum Improvements on separate timelines:

A. The anticipated amount of Developer’s investment in construction of the Minimum Improvements established in Section 2.2(g) and Section 3.1 of the Agreement (stated as \$14,000,000) is hereby replaced with and amended to \$17,000,000.

B. The construction deadline for the Minimum Improvements established in Section 2.2(k), Section 3.3, and Exhibit B-1 of the Agreement is hereby amended and replaced with two separate construction deadlines for the Building 1 Minimum Improvements and the Building 2 Minimum Improvements. Accordingly, the following provisions of the Agreement are hereby amended as follows:

i. Section 2.2(k) is hereby replaced in its entirety with the following:

k. Developer expects that, barring Unavoidable Delays, the Building 1 Minimum Improvements will be completed by December 1, 2022 and the

remainder of the Minimum Improvements, including the Building 2 Minimum Improvements, will be completed by December 1, 2024.

ii. The first sentence of Section 3.3 is hereby replaced in its entirety with the following:

Subject to Unavoidable Delays, Developer shall cause construction of (i) the Building 1 Minimum Improvements to be undertaken and completed by no later than December 1, 2022, and (ii) the remainder of the Minimum Improvements, including the Building 2 Minimum Improvements, to be undertaken and completed by no later than December 1, 2024; or by such other dates as the parties shall mutually agree upon in writing.

iii. The sentence, “The Minimum Improvements must be completed by December 31, 2020.”, in Exhibit B-1 is hereby replaced in its entirety with the following:

The Building 1 Minimum Improvements must be completed by December 1, 2022, and the remainder of the Minimum Improvements, including the Building 2 Minimum Improvements, must be completed by December 1, 2024.

C. The description of the Minimum Improvements in Exhibit B is hereby replaced in its entirety with the following:

Minimum Improvements means the construction and development of a residential condominium/apartment facility on the Development Property. The Minimum Improvements shall consist of two separate buildings which shall together include a minimum of 100 condominium/apartment units. The Minimum Improvements include (i) the Building 1 Minimum Improvements, which shall contain 51 units and is the northern most building depicted in Exhibit B-2, and (ii) the Building 2 Minimum Improvements, which shall contain 49 units and is the middle building depicted in Exhibit B-2. See the attached Exhibit B-2 showing the footprint for three buildings. The Minimum Improvements required and defined under this Agreement are only the middle and northern most building.

After construction of the Minimum Improvements, the value of the Renovated Facility for the purpose of this Agreement is expected to be approximately \$14,000,000, but the Buena Vista County Assessor will make the final determination as to the value. The increased value of the Renovated Facility after construction of the Minimum Improvements over and above \$189,440 (which is the January 1, 2016 assessed value of the Existing Facility on the Development Property (improvement value only)) is the value upon which the Economic Development Grants will be measured.

3. Other Date Changes. The following provisions of the Agreement are hereby amended in order to correspond to the new timeline for development of the Minimum Improvements:

A. Section 6.6 is hereby replaced in its entirety with the following:

Section 6.6. Employment. At least 1 Full-Time Equivalent Employment Units shall be employed either by Developer or by the property management company hired by Developer to manage the Project at the Minimum Improvements by no later than January 1, 2023, and thereafter either Developer or the property management company hired by Developer to manage the Project shall retain a Monthly Average of at least 1 Full-Time Equivalent Employment Units at the Minimum Improvements until the Termination Date of this Agreement. Developer's Annual Certifications, due beginning on October 15, 2023, shall show that a Monthly Average of at least 1 Full-Time Equivalent Employment Units has been maintained by either the Developer or the property management company hired by Developer at the Minimum Improvements over each twelve (12) month period from November 1 through the next October 1, (or, in the first certification year, an average of at least 1 Full-Time Equivalent Employment Units from January 1, 2023 through October 1, 2023).

"Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months, as shown in Developer's Annual Certification in Section 6.7. Developer shall not receive any Economic Development Grants if the Monthly Average of Full-Time Equivalent Employment Units employed by Developer or the property management company hired by Developer does not meet the requirements of this Section 6.6. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

B. Section 6.7 is hereby replaced in its entirety with the following:

Section 6.7. Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date and value of the first full assessment of the Building 1 Minimum Improvements and of the Building 2 Minimum Improvements; (iii) certification of the number of Full-Time Equivalent Employment Units employed by Developer or the property management company hired by Developer as of October 1 and as of the first day of each of the preceding eleven (11) months (prorated for the first certification); and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect

thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2023 and ending on October 15, 2039, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Amended Exhibit E, as attached to this First Amendment to the Agreement, for the form required for Developer's Annual Certification.

4. Economic Development Grants. In order to (i) provide for the use of incremental taxes generated by the Minimum Improvements for fifteen (15) years, (ii) increase the maximum amount that may be paid as the Economic Development Grants to \$3,100,000, and (iii) provide for the Economic Development Grants to begin prior to the full completion of the Minimum Improvements, the parties agree that:

A. Section 8.2 of the Agreement, regarding Payment Schedule, is hereby deleted in its entirety.

B. Section 8.1, Section 8.3, and Section 8.5 of the Agreement are hereby replaced in their entirety with the following, respectively:

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to fifteen (15) years of consecutive annual payments of Economic Development Grants to Developer, beginning in the first fiscal year in which the City receives Tax Increments into the FB Storm Lake II, LLC TIF Account of the Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund of the City following the City's certification of debt related to the Economic Development Grants and ending after fifteen (15) Economic Development Grants have been paid or the total amount paid as Economic Development Grants has reached Three Million One Hundred Thousand Dollars (\$3,100,000) under the following terms and conditions:

The City agrees to certify debt to the County requesting Tax Increments for payment of the Economic Development Grants on or before the December 1st immediately following: (i) the City's issuance of a certificate of occupancy for Building 1 Minimum Improvements (which certificate of occupancy shall be issued pursuant to standard City procedures and regulations) and (ii) the first full assessment of the Building 1 Minimum Improvements, provided the Building 1 Minimum Improvements must have been assessed for at least \$7,000,000 (building/improvement value). Notwithstanding the foregoing, if no certificate of occupancy has been issued for the Building 1 Minimum Improvements by December 1, 2023, then the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Assuming the completion of and issuance of a certificate of occupancy for the Building 1 Minimum Improvements by December 1, 2022 and the first full assessment of the Building 1 Minimum Improvements on January 1, 2023, then the City would certify debt to the Auditor by December 1, 2023 and the Economic Development Grants would

commence on June 1, 2025 and end on June 1, 2039 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2025	100% of Tax Increments for Fiscal Year 2024-2025
June 1, 2026	100% of Tax Increments for Fiscal Year 2025-2026
June 1, 2027	100% of Tax Increments for Fiscal Year 2026-2027
June 1, 2028	100% of Tax Increments for Fiscal Year 2027-2028
June 1, 2029	100% of Tax Increments for Fiscal Year 2028-2029
June 1, 2030	100% of Tax Increments for Fiscal Year 2029-2030
June 1, 2031	100% of Tax Increments for Fiscal Year 2030-2031
June 1, 2032	100% of Tax Increments for Fiscal Year 2031-2032
June 1, 2033	100% of Tax Increments for Fiscal Year 2032-2033
June 1, 2034	100% of Tax Increments for Fiscal Year 2033-2034
June 1, 2035	100% of Tax Increments for Fiscal Year 2034-2035
June 1, 2036	100% of Tax Increments for Fiscal Year 2035-2036
June 1, 2037	100% of Tax Increments for Fiscal Year 2036-2037
June 1, 2038	100% of Tax Increments for Fiscal Year 2037-2038
June 1, 2039	100% of Tax Increments for Fiscal Year 2038-2039

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on the Development Property under the terms of the Ordinance and deposited into the FB Storm Lake II, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the “Economic Development Grants”).

The Parties recognize that the Minimum Improvements consist of the stabilization of the Existing Facility and construction of the Building 1 Minimum Improvements and Building 2 Minimum Improvements, as more particularly described in this Agreement. Total project costs are expected to be approximately \$17,000,000. For the purposes of this Agreement, the January 1, 2016 assessed value of the Existing Facility will not be considered part of the incremental value created by the Minimum Improvements for any Economic Development Grants. The parties agree that the January 1, 2016 assessed value of the Existing Facility (improvement value only) is \$189,440. The parties agree that the increased value after construction of the Minimum Improvements for the purpose of this Agreement is expected to be approximately \$14,000,000, but the Buena Vista County Assessor will make the final determination as to the value.

Section 8.3. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the

specified time period, but in no event shall exceed Three Million One Hundred Thousand Dollars (\$3,100,000) over fifteen (15) years. It is recognized by all parties that the total aggregate amount set forth above is a maximum amount only and that the actual payment amounts will be determined as set forth in Section 8.1 and this Article.

Section 8.5. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- a. compliance with the terms of this Agreement, including, but not limited to, the employment obligations in Section 6.6 of this Agreement, and payment of property taxes; and
- b. timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof; and
- c. an assessed value of the Building 1 Minimum Improvements (building/improvement value only) of at least \$7,000,000 for the assessments imposed on or as of January 1, 2023; and an assessed value of the Building 2 Minimum Improvements and the remainder of the Minimum Improvements (building/improvement value only) of at least \$7,000,000 for the assessments imposed on or as of January 1, 2025, for a total assessment of at least \$14,000,000 (building/improvement value) on the Development Property for the assessments imposed on or as of January 1, 2025.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify Developer for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 8.1 and 8.3.

5. Execution of Easements. The parties agree to execute the easements attached hereto as Exhibit A, to address: (i) rights of access, egress, and on-driveway parking between the Development Property and Sunrise Park Road; (ii) landscaping and other aesthetic and functional characteristics of the property between the Development Property and Sunrise Park Road,

including maintenance of drainage basins in such area; (iii) non-exclusive pedestrian access easements between Sunrise Park Road right-of-way to public docks located on Storm Lake, and (iv) pedestrian access easement between the Development Property and Sunrise Park Road. The Developer agrees to pay the costs for recording these easements.

6. Gas Utility Easement. In order to support the development of the Development Property pursuant to the Agreement, the City agrees to provide a gas utility easement to Interstate Power and Light Company (doing business as Alliant Energy) to allow for the installation of gas utility infrastructure on City-owned property adjacent to the Development Property, which easement shall be substantially in the form attached as Exhibit B to this Amendment.

7. No Further Modifications. Except as modified by this Amendment, all covenants, agreements, terms, and conditions of the Agreement shall remain in full force and effect and are hereby in all respects ratified and affirmed.

8. Counterparts. This Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “pdf” signature page were an original thereof.

IN WITNESS WHEREOF, the City has caused this Amendment 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 Amendment to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

(SEAL) CITY OF STORM LAKE, IOWA

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Michael 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 First Amendment – City of Storm Lake, Iowa]

FB STORM LAKE II, LLC,
a Missouri limited liability company

By: _____
Shawn Foutch, Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake II, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to First Amendment – FB Storm Lake II, LLC]

EXHIBIT A
EASEMENTS TO DEVELOPER

[see following pages]

Prepared by: Jenna H.B. Sabroske, 100 Court Ave., Suite 600, Des Moines, Iowa, 50309-2231 (515) 243-7611
Return to: City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, IA 50588

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement is dated _____, 2021 and is between the City of Storm Lake, Iowa (“**City**”), and FB Storm Lake II, LLC, a Missouri limited liability company (“**Developer**”).

WHEREAS, the Developer is developing certain real property (the “**Benefitted Property**”) legally described as follows:

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N½NEFrac¼) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the southeast corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57’36” West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said south line, South 88°57’36” West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Miscellaneous Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08’30” West, 133.80 Feet; thence North 36°18’01” West, 264.00 Feet; thence North 44°23’22” West, 376.74 Feet; thence North 49°58’48” West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01’12” East, 170.00 Feet; thence South 49°58’48” East, 28.30 Feet; thence South 44°23’22” East, 397.06 Feet; thence South 36°18’01” East, 298.64 Feet; thence South 21°08’30” East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record.

which Benefitted Property is being developed into a residential condominium/apartment facility; and

WHEREAS, the City is willing to provide the Developer and the residents of the residential condominium/apartment facility on the Benefitted Property (the “**Residents**”) with the easement interests described herein, to provide for access to public-right-of-way across the following City-owned property (the “**Burdened Property**”):

A FORTY-FOUR FOOT (44') EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP

**90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA
LYING TWENTY-TWO FEET (22') EACH SIDE OF THE FOLLOWING DESCRIBED
CENTERLINE;**

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1060.40 feet to the Southwest (SW) corner of a previously described parcel which appears of record as Document Number 061592 in the office of the Buena Vista County Recorder: Thence North 21 ° 08' 30" West, along the West line of said parcel 133.80 feet; Thence continuing along said West line, North 36° 18' 01" West, 11.18 feet to the Point of Beginning. Thence South 69° 20' 52" West, 298.10 feet to the East line of Sunrise Park Road and there terminating.

AND

**A THIRTY FOOT (30') EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS
A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP 90
NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA LYING
FIFTEEN FEET (15') EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;**

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1060.40 feet to the Southwest (SW) corner of a previously described parcel which appears of record as Document Number 061592 in the office of the Buena Vista County Recorder: Thence North 21 ° 08' 30" West, along the West line of said parcel 133.80 feet; Thence continuing along said West line, North 36° 18' 01" West, 264.00 feet; Thence continuing along said West line, North 44° 23' 22" West, 270.58 feet to the Point of Beginning. Thence South 54° 42' 00" West, 170.04 feet to the East line of Sunrise Park Road and there terminating.

NOW THEREFORE, the parties agree as follows:

1. **Grant of Easement.** The City hereby conveys to the Developer and the Residents, and their invitees, a public access easement (the "**Easement**") for unrestricted ingress and egress across the Burdened Property to reach the Benefitted Property.
2. **City's Use of the Burdened Property.** The City shall have the right to use the Burdened Property in such a way that does not impair the use of the Burdened Property by the Developer and the Residents, and their invitees.
3. **Restrictions.** The City shall ensure that no improvements will be constructed on the Burdened Property that would impair use of the Burdened Property for access to and from the Benefitted Property as described herein. The City shall ensure that nothing will be done to prohibit or discourage the free and uninterrupted access across the Burdened Property by the Developer and the Residents, and their invitees.
4. **Construction and Maintenance Expenses.** The Developer shall have the right to construct, use, and operate paved access road(s)/driveway(s) and parking area(s) on the Burdened Property in a location mutually agreed to by the City and the Developer and in accordance with any standard City requirements for such improvements in effect at the time of construction of the road. Developer shall maintain any such improvements, including removal of any structure, material, device, snow, ice, or vegetative growth which might reasonably be expected to obstruct, impede, or otherwise interfere with safe

and normal travel or use over any path thereon, and shall cause reasonably necessary repair and replacements of such improvements, all at Developer's sole cost and expense.

5. **Indemnification.** The Developer shall indemnify, defend, and hold the City, its elected officials, employees, officers, agents, representatives, and attorneys harmless from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind arising out of or in connection with the use of the Easement under this agreement by Developer, the Residents, or their invitees.

6. **Easement and Covenants Run with the Land.** The Benefitted Property and the Burdened Property shall be held and conveyed subject to the terms of this agreement, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any interest in said properties, or any part thereof, and their respective successors and assigns.

7. **Amendment; Modification.** The Easement may be amended by the written agreement of all the record titleholders of the Benefitted Parcel and the Burdened Property. Any such modification or amendment shall be effective when duly recorded in the records of the Recorder of Buena Vista County, Iowa.

8. **Governing Law.** In the event of a dispute, this agreement shall be construed and enforced in accordance with the laws of the State of Iowa and the parties hereby consent to the jurisdiction of the parties and the subject matter being in Buena Vista County, Iowa.

9. **Words and Phrases.** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

The parties are signing this agreement as of the date stated in the introductory clause.

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

CITY: CITY OF STORM LAKE, IOWA

(SEAL)

By: _____
Michael Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Michael 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

[City's Signature Page to Driveway Access Easement]

DEVELOPER: FB STORM LAKE II, LLC,
a Missouri limited liability company

By: _____
Shawn Foutch, Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake II, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for said State

[Developer's Signature Page to Driveway Access Easement]

Prepared by: Jenna H.B. Sabroske, 100 Court Ave., Suite 600, Des Moines, Iowa, 50309-2231 (515) 243-7611
Return to: City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, IA 50588

PEDESTRIAN TRAIL EASEMENT AGREEMENT

This Pedestrian Trail Easement Agreement is dated _____, 2021 and is between the City of Storm Lake, Iowa (“**City**”), and FB Storm Lake II, LLC, a Missouri limited liability company (“**Developer**”).

WHEREAS, the Developer is developing certain real property (the “**Benefitted Property**”) legally described as follows:

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N½NEFrac¼) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the southeast corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57’36” West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said south line, South 88°57’36” West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Miscellaneous Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08’30” West, 133.80 Feet; thence North 36°18’01” West, 264.00 Feet; thence North 44°23’22” West, 376.74 Feet; thence North 49°58’48” West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01’12” East, 170.00 Feet; thence South 49°58’48” East, 28.30 Feet; thence South 44°23’22” East, 397.06 Feet; thence South 36°18’01” East, 298.64 Feet; thence South 21°08’30” East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record.

which Benefitted Property is being developed into a residential condominium/apartment facility; and

WHEREAS, the City is willing to provide the Developer and the residents of the residential condominium/apartment facility on the Benefitted Property (the “**Residents**”) with the easement interests described herein, to provide for access to public docks located on Storm Lake across the following City-owned property (the “**Burdened Property**”):

A TEN FOOT (10') EASEMENT FOR PEDESTRIAN ACCESS OVER AND ACROSS A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP 90 NORTH,

RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA LYING FIVE FEET (5') EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1446.82 feet to the West line of Sunrise Park Road; Thence North 15° 01' 09" West, along said West line, 78.51 feet; Thence continuing along said West line on the arc of a 830.00 foot radius curve, concave westerly, 253.00 feet to the Point of Beginning. Thence South 57° 14' 40" West, 100.00 feet, more or less to the ordinary high water line of Storm Lake, and there terminating.

AND

A TEN FOOT (10') EASEMENT FOR PEDESTRIAN ACCESS OVER AND ACROSS A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA LYING FIVE FEET (5') EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1446.82 feet to the West line of Sunrise Park Road; Thence North 15° 01' 09" West, along said West line, 78.51 feet; Thence continuing along said West line on the arc of a 830.00 foot radius curve, concave westerly, 424.36 feet; Thence continuing along said West line, North 44° 18' 47" West, 14.00 feet to the Point of Beginning. Thence South 45° 05' 14" West, 97.00 feet more or less to the ordinary high water line of Storm Lake, and there terminating.

NOW THEREFORE, the parties agree as follows:

1. **Grant of Easement.** The City hereby conveys to the Developer and the Residents, and their invitees, a non-exclusive public access easement (the "**Easement**") for pedestrian ingress and egress across the Burdened Property to reach public docks located on Storm Lake. No licensed vehicles shall be permitted to use the Easement.
2. **City's Use and Public Use of the Burdened Property.** The City shall have the right to use the Burdened Property in such a way that does not impair the use of the Burdened Property by the Developer and the Residents, and their invitees. The Easement granted herein is non-exclusive; the parties expressly agree that the public may also use the Burdened Property to reach the public docks located on Storm Lake.
3. **Restrictions.** The City shall ensure that no improvements will be constructed on the Burdened Property that would impair use of the Burdened Property as described herein. The City shall ensure that nothing will be done to prohibit or discourage the free and uninterrupted pedestrian access across the Burdened Property by the Developer and the Residents, and their invitees.
4. **Construction and Maintenance Expenses.** The Developer shall have the right to construct, use, and operate paved trails on the Burdened Property in a location mutually agreed to by the City and the Developer and in accordance with any standard City requirements for the trail in effect at the time of construction of the road. Developer shall maintain trail, including removal of any structure, material, device, snow, ice, or vegetative growth which might reasonably be expected to obstruct, impede, or

otherwise interfere with safe and normal pedestrian travel or recreational use over the trail, at Developer's sole cost and expense. Developer shall cause reasonably necessary repairs to and replacements of the trail, and the parties agree to share the costs of such repairs and replacements equally (50% and 50%); provided, however, that Developer shall seek the City's prior written approval for any repairs and replacements before commencing such repairs or replacements. If Developer fails to obtain the City's written approval for any repairs and replacements prior to commencing such repairs or replacements, then such repairs and replacements shall be completed at the Developer's sole cost and expense. Further, if any repairs or replacements would require the City to seek bids for the improvements, then the City shall cause the improvements through contracts awarded by public bidding and the Developer shall reimburse the City for 50% of the costs of such contracts.

5. **Indemnification.** The Developer shall indemnify, defend, and hold the City, its elected officials, employees, officers, agents, representatives, and attorneys harmless from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind arising out of or in connection with the use of the Easement under this agreement by Developer, the Residents, or their invitees.

6. **Easement and Covenants Run with the Land.** The Benefitted Property and the Burdened Property shall be held and conveyed subject to the terms of this agreement, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any interest in said properties, or any part thereof, and their respective successors and assigns.

7. **Amendment; Modification.** The Easement may be amended by the written agreement of all the record titleholders of the Benefitted Parcel and the Burdened Property. Any such modification or amendment shall be effective when duly recorded in the records of the Recorder of Buena Vista County, Iowa.

8. **Governing Law.** In the event of a dispute, this agreement shall be construed and enforced in accordance with the laws of the State of Iowa and the parties hereby consent to the jurisdiction of the parties and the subject matter being in Buena Vista County, Iowa.

9. **Words and Phrases.** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

The parties are signing this agreement as of the date stated in the introductory clause.

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

CITY: CITY OF STORM LAKE, IOWA

(SEAL)

By: _____
Michael Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Michael 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

[City's Signature Page to Pedestrian Trail Access Easement]

DEVELOPER: FB STORM LAKE II, LLC,
a Missouri limited liability company

By: _____
Shawn Foutch, Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake II, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for said State

[Developer's Signature Page to Pedestrian Trail Access Easement]

Prepared by: Jenna H.B. Sabroske, 100 Court Ave., Suite 600, Des Moines, Iowa, 50309-2231 (515) 243-7611
Return to: City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, IA 50588

DRAINAGE BASIN EASEMENT AGREEMENT

This Drainage Basin Easement Agreement is dated _____, 2021 and is between the City of Storm Lake, Iowa (“**City**”), and FB Storm Lake II, LLC, a Missouri limited liability company (“**Developer**”).

WHEREAS, the Developer is developing certain real property (the “**Benefitted Property**”) legally described as follows:

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N½NEFrac¼) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the southeast corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57’36” West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said south line, South 88°57’36” West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Miscellaneous Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08’30” West, 133.80 Feet; thence North 36°18’01” West, 264.00 Feet; thence North 44°23’22” West, 376.74 Feet; thence North 49°58’48” West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01’12” East, 170.00 Feet; thence South 49°58’48” East, 28.30 Feet; thence South 44°23’22” East, 397.06 Feet; thence South 36°18’01” East, 298.64 Feet; thence South 21°08’30” East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record.

which Benefitted Property is being developed into a residential condominium/apartment facility; and

WHEREAS, the City is willing to provide the Developer with the easement interests described herein, across the following City-owned property (the “**Easement Area**”):

AN EASEMENT FOR USE AND MAINTENANCE OF DRAINAGE BASINS AND APPURTENANT STRUCTURES OVER AND ACROSS A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP 90 NORTH, RANGE 37

WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1060.40 feet to the Southwest (SW) corner of a previously described parcel which appears of record as Document Number 061592 in the office of the Buena Vista County Recorder, being also the Point of Beginning. Thence North 21° 08' 30" West, along the West line of said parcel 133.80 feet; Thence continuing along said West line, North 36° 18' 01" West, 264.00 feet; Thence continuing along said West line, North 44° 23' 22" West, 376.74 feet; Thence continuing along said West line, extended northerly, North 49° 58' 48" West, 62.26 feet; Thence South 46° 48' 32" West, 159.85 feet to the East line of Sunrise Park Road; Thence South 44° 20' 08" East, along said East line, 86.70 feet; Thence continuing along said East line of the arc of a 890.00 foot radius curve concave westerly, 455.03 feet, said curve having a chord which bears South 29° 41' 20" East for 450.09 feet; Thence continuing along said East line, South 15° 02' 29" East, 93.48 feet to the South line of Government Lot One (1); Thence North 88° 57' 36" East, along said South line, 324.58 feet to the Point of Beginning.

Easement area contains 3.69 acres.

NOW THEREFORE, the parties agree as follows:

1. **Grant of Easement.** The City hereby conveys to the Developer a limited and nonexclusive easement (the "**Easement**") to construct, install, operate, maintain, and access certain drainage basins required to be constructed, installed, and maintained in the Easement Area.
2. **City's Use of the Burdened Property.** The City shall have the right to use the Easement Area in such a way that does not impair the use of the Easement Area by the Developer.
3. **Restrictions.** The City shall ensure that no improvements will be constructed on the Easement Area that would impair use or maintenance of the Easement Area as described herein.
4. **Construction and Maintenance Expenses.** At Developer's sole cost and expense, the Developer shall construct, install, operate, and maintain two drainage basins in the Easement Area in a location mutually agreed to by the City and the Developer and in accordance with any standard City requirements for such drainage basins in effect at the time of construction. Developer shall complete all required maintenance, repair, and replacement for such drainage basins. Developer shall maintain the Easement Area, including landscaping and mowing the Easement Area and removal of any structure, material, device, snow, ice, or vegetative growth which might reasonably be expected to obstruct, impede, or otherwise interfere with use and property maintenance of the drainage basins. Specifically, in carrying out the foregoing maintenance responsibilities, the Developer shall routinely complete the following maintenance obligations:
 - Verify that the outfall channel from the north to south pond is functioning properly.
 - Remove woody growth or plant obstructions to inlets and outfalls in both ponds.
 - Inspect for erosion of side slopes of ponds.
 - Inspect manhole lids and frames for damage.
 - Inspect inlet and outfall areas for sediment buildup.

- Check sides of ponds for animal burrows, especially the area between the ponds.
- Inspect inlet trash guards for debris and corrosion or broken sections.
- Look for signs of pollution such as sheen on the surface of the water or floating debris.
- Inspect for sediment buildup in the main basins of the ponds.
- Inspect for invasive plants.
- Fertilizer and herbicide application must be done by licensed applicators.

5. **Landscaping.** In connection with the Developer's obligation to landscape the Easement Area, Developer shall not complete any landscaping work without previously submitting site plans for such landscaping to the City, and receiving written approval from the City for such landscaping plans.

6. **Right of Access.** The Developer may access the Easement Area for the purposes of carrying out its obligations under this agreement.

7. **Indemnification.** The Developer shall indemnify, defend, and hold the City, its elected officials, employees, officers, agents, representatives, and attorneys harmless from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind arising out of or in connection with the use of the Easement under this agreement by Developer or Developer's contractors, agents, or invitees.

8. **Easement and Covenants Run with the Land.** The Benefitted Property and the Easement Area shall be held and conveyed subject to the terms of this agreement, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any interest in said properties, or any part thereof, and their respective successors and assigns.

9. **Amendment; Modification.** The Easement may be amended by the written agreement of all the record titleholders of the Benefitted Parcel and the Easement Area. Any such modification or amendment shall be effective when duly recorded in the records of the Recorder of Buena Vista County, Iowa.

10. **Governing Law.** In the event of a dispute, this agreement shall be construed and enforced in accordance with the laws of the State of Iowa and the parties hereby consent to the jurisdiction of the parties and the subject matter being in Buena Vista County, Iowa.

11. **Words and Phrases.** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

The parties are signing this agreement as of the date stated in the introductory clause.

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

CITY: CITY OF STORM LAKE, IOWA

(SEAL)

By: _____
Michael Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Michael 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

[City's Signature Page to Driveway Access Easement]

DEVELOPER: FB STORM LAKE II, LLC,
a Missouri limited liability company

By: _____
Shawn Foutch, Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake II, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for said State

[Developer's Signature Page to Driveway Access Easement]

Prepared by: Jenna H.B. Sabroske, 100 Court Ave., Suite 600, Des Moines, Iowa, 50309-2231 (515) 243-7611
Return to: City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, IA 50588

PEDESTRIAN/RECREATIONAL TRAIL EASEMENT AGREEMENT

This Pedestrian/Recreational Trail Easement Agreement is dated _____, 2021 and is between the City of Storm Lake, Iowa (“**City**”), and FB Storm Lake II, LLC, a Missouri limited liability company (“**Developer**”).

WHEREAS, the Developer is developing certain real property (the “**Benefitted Property**”) legally described as follows:

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N½NEFrac¼) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the southeast corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57’36” West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said south line, South 88°57’36” West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Miscellaneous Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08’30” West, 133.80 Feet; thence North 36°18’01” West, 264.00 Feet; thence North 44°23’22” West, 376.74 Feet; thence North 49°58’48” West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01’12” East, 170.00 Feet; thence South 49°58’48” East, 28.30 Feet; thence South 44°23’22” East, 397.06 Feet; thence South 36°18’01” East, 298.64 Feet; thence South 21°08’30” East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record.

which Benefitted Property is being developed into a residential condominium/apartment facility; and

WHEREAS, the City is willing to provide the Developer and the residents of the residential condominium/apartment facility on the Benefitted Property (the “**Residents**”) with the easement interests described herein, to provide for pedestrian and recreational use across and upon the following City-owned property (the “**Burdened Property**”):

A THIRTY-ONE FOOT (31') EASEMENT FOR A PEDESTRIAN AND RECREATIONAL TRAIL OVER AND ACROSS A PART OF THE GOVERNMENT LOT

ONE (1) IN SECTION 11, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA LYING FIFTEEN AND FIVE TENTHS FEET (15.5') EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE;

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1060.40 feet to the Southwest (SW) corner of a previously described parcel which appears of record as Document Number 061592 in the office of the Buena Vista County Recorder: Thence North 21° 08' 30" West, along the West line of said parcel 133.80 feet; Thence continuing along said West line, North 36° 18' 01" West, 50.13 feet to the Point of Beginning. Thence South 69° 20' 52" West, 283.91 feet to the East line of Sunrise Park Road and there terminating.

NOW THEREFORE, the parties agree as follows:

1. **Grant of Easement.** The City hereby conveys to the Developer and the Residents, and their invitees, an access easement (the "**Easement**") for pedestrian ingress and egress across and recreational use upon the Burdened Property. No motorized vehicles shall be permitted to use the Easement.
2. **City's Use and Public Use of the Burdened Property.** The City shall have the right to use the Burdened Property in such a way that does not impair the use of the Burdened Property by the Developer and the Residents, and their invitees.
3. **Restrictions.** The City shall ensure that no improvements will be constructed on the Burdened Property that would impair use of the Burdened Property as described herein. The City shall ensure that nothing will be done to prohibit or discourage the free and uninterrupted pedestrian access across and recreational use upon the Burdened Property by the Developer and the Residents, and their invitees.
4. **Construction and Maintenance Expenses.** The Developer shall have the right to construct, use, and operate paved trails on the Burdened Property in a location mutually agreed to by the City and the Developer and in accordance with any standard City requirements for the trail in effect at the time of construction of the road. Developer shall maintain trail, including removal of any structure, material, device, snow, ice, or vegetative growth which might reasonably be expected to obstruct, impede, or otherwise interfere with safe and normal pedestrian travel or recreational use over the trail, at Developer's sole cost and expense. Developer shall cause reasonably necessary repairs to and replacements of the trail, and the parties agree to share the costs of such repairs and replacements equally (50% and 50%); provided, however, that Developer shall seek the City's prior written approval for any repairs and replacements before commencing such repairs or replacements. If Developer fails to obtain the City's written approval for any repairs and replacements prior to commencing such repairs or replacements, then such repairs and replacements shall be completed at the Developer's sole cost and expense. Further, if any repairs or replacements would require the City to seek bids for the improvements, then the City shall cause the improvements through contracts awarded by public bidding and the Developer shall reimburse the City for 50% of the costs of such contracts.
5. **Indemnification.** The Developer shall indemnify, defend, and hold the City, its elected officials, employees, officers, agents, representatives, and attorneys harmless from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind arising out of or in connection with the use of the Easement under this agreement by Developer, the Residents, or their invitees.

6. **Easement and Covenants Run with the Land.** The Benefitted Property and the Burdened Property shall be held and conveyed subject to the terms of this agreement, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any interest in said properties, or any part thereof, and their respective successors and assigns.

7. **Amendment; Modification.** The Easement may be amended by the written agreement of all the record titleholders of the Benefitted Parcel and the Burdened Property. Any such modification or amendment shall be effective when duly recorded in the records of the Recorder of Buena Vista County, Iowa.

8. **Governing Law.** In the event of a dispute, this agreement shall be construed and enforced in accordance with the laws of the State of Iowa and the parties hereby consent to the jurisdiction of the parties and the subject matter being in Buena Vista County, Iowa.

9. **Words and Phrases.** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

The parties are signing this agreement as of the date stated in the introductory clause.

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

CITY: CITY OF STORM LAKE, IOWA

(SEAL)

By: _____
Michael Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Michael 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

[City's Signature Page to Pedestrian/Recreational Trail Access Easement]

DEVELOPER: FB STORM LAKE II, LLC,
a Missouri limited liability company

By: _____
Shawn Foutch, Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake II, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for said State

[Developer's Signature Page to Pedestrian/Recreational Trail Access Easement]

EXHIBIT B
GAS UTILITY EASEMENT

[see following pages]

Prepared by: Jenna H.B. Sabroske, 100 Court Ave., Suite 600, Des Moines, Iowa, 50309-2231 (515) 243-7611
Return to: City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, IA 50588

GAS UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner, **CITY OF STORM LAKE, IOWA**, an Iowa municipal corporation (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto **INTERSTATE POWER AND LIGHT COMPANY**, doing business as Alliant Energy, an Iowa corporation (hereinafter called "Grantee"), a perpetual easement and right-of-way under, over, on, through, across, and within the following described real estate:

A TEN FOOT (10') EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF A GAS LINE AND APPURTENANT STRUCTURES OVER, UNDER AND ACROSS A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA LYING FIVE FEET (5') EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE;

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1060.40 feet to the Southwest (SW) corner of a previously described parcel which appears of record as Document Number 061592 in the office of the Buena Vista County Recorder: Thence North 21° 08' 30" West, along the West line of said parcel 133.80 feet; Thence continuing along said West line, North 36° 18' 01" West, 264.00 feet; Thence continuing along said West line, North 44° 23' 22" West, 376.74 feet; Thence North 49° 58' 48" West, 20.00; Thence continuing North 49° 58' 48" West, 5.00 feet to the Point of Beginning. Thence North 40° 01' 12" East, 170.00 feet and there terminating.

(hereinafter called "Easement Area"), for the purpose of the Grantee constructing, reconstructing, repairing, replacing, inspecting, and maintaining gas utility infrastructure, together with all necessary structures and appurtenances thereto, under, over, on, through, across, and within said Easement Area. This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES AND OBSTRUCTIONS PROHIBITED.** Grantor and Grantee, and their successors, assigns, and transferees, shall not erect any fence or

other structure under, over, on, through, across, or within the Easement Area without obtaining the prior written consent of the other party, nor shall either party cause or permit any obstruction, planting, or material to be placed under, over, on, through, across, or within the Easement Area without obtaining the prior written consent of the other party.

2. **CHANGE OF GRADE PROHIBITED.** Grantor and Grantee, and their successors, assigns, and transferees, shall not change the grade, elevation, or of any part of the Easement Area without obtaining the prior written consent of the other party. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
3. **USE, RIGHT OF ACCESS, AND MAINTENANCE.** Grantee shall have the right to use the Easement Area or allow the use of the Easement Area by its employees, contractors, or licensees to install, lay, construct, reconstruct, operate, maintain, and remove gas utility infrastructure below the surface of the ground, and other ancillary equipment or appurtenances above the surface of the ground as may be necessary for the purpose of serving property with gas service. Grantee shall further have the right to trim, cut down, and remove such trees, brush, saplings, and bushes as may interfere with the proper construction, maintenance, operation, or removal of said facilities, equipment, and appurtenances; and the right of reasonable ingress and egress for all of the purposes aforesaid. Grantee shall properly and promptly backfill any trench made by it, ensuring no subsidence. Grantee shall restore any property disturbed hereunder to its pre-existing condition, reasonable wear and tear excepted and repair any damages caused by them within the Easement Area.
4. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the Grantor, its employees, agents, or its representatives, the Grantor shall not be liable to Grantee for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon. Grantee agrees to indemnify and hold Grantor, and Grantor's employees, agents, and representatives, harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent acts or omissions of Grantors or Grantors' employees, agents, or representatives.
6. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the Grantee, its successors and assigns, and its permittees and licensees.
7. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's successors, assigns, and transferees.

Grantor does hereby covenant with the Grantee that Grantor has good and lawful authority to convey this easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

GRANTOR: CITY OF STORM LAKE, IOWA

(SEAL)

By: _____
Michael Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Michael 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

[City's Signature Page to Gas Utility Easement]

ACCEPTANCE BY GRANTEE:

GRANTEE: INTERSTATE POWER AND LIGHT
COMPANY, doing business as Alliant Energy, an Iowa
corporation

By: _____

Name: _____

Its: _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared _____, who, being by me duly sworn, did say that s/he is the _____ of Interstate Power and Light Company, an Iowa corporation, and that said instrument was signed on behalf of said corporation; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by her/him voluntarily executed.

Notary Public in and for the State of Iowa

[Interstate Power and Light Company's Acceptance of Gas Utility Easement]

AMENDED EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 of the Agreement as follows:

(i) all ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Building 1 Minimum Improvements (building only) were first fully assessed on January 1, 20__, at a full assessment value of \$_____, and the Building 2 Minimum Improvements (building only) were first fully assessed on January 1, 20__, at a full assessment value of \$_____;

(iii) The total number of Full-Time Equivalent Employment Units employed by Developer at the Minimum Improvements as of October 1, 20__ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__: _____	April 1, 20__: _____
September 1, 20__: _____	March 1, 20__: _____
August 1, 20__: _____	February 1, 20__: _____
July 1, 20__: _____	January 1, 20__: _____
June 1, 20__: _____	December 1, 20__: _____
May1, 20__: _____	November 1, 20__: _____

(iv) the undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certifies that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

[Remainder of page intentionally left blank; signature page follows]

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

FB STORM LAKE II, LLC,
a Missouri limited liability company

By: _____
Shawn Foutch, Manager

Attachments: Proof of payment of taxes

[Signature page to Developer Annual Certification –FB Storm Lake II, LLC]

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Staff Summary

11/15/2021

Agenda Item # 18.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 46-R-2021-2022 Approving And Authorizing Execution Of A First Amendment To The Agreement For Private Development By And Between The City Of Storm Lake And FB Storm Lake II, LLC**

BACKGROUND: The original Developer's Agreement was approved on October 31, 2016 and included the following items:

1. Purchase price- \$300,000
 2. Economic Development grants not to exceed \$2,300,000 for 18 years.
 3. Minimum Improvements \$11,000,000 with the minimum assessed value estimated to be \$14,000,000
- Amended Agreement:
1. Economic Development grants in the amount of \$3,100,000 for 15 years.
 2. Permanently maintain and landscape appropriately city owned property located between the development property up to Sunrise Road.
 3. Easements to allow for pedestrian access between Sunrise Park Road Right-of-Way to public docks.
 3. Minimum Improvements \$14,000,000 with the minimum assessed value estimated to be \$17,000,000.
 4. Building one will be completed December 31, 2022 and building 2 will be completed by December 2024.

FISCAL IMPACT: The only fiscal impact would be the cost of publishing the notice.

RECOMMENDATION: Approve Resolution No. 46-R-2021-2022 Approving And Authorizing Execution Of A First Amendment To The Agreement For Private Development By And Between The City Of Storm Lake And FB Storm Lake II, LLC

ATTACHMENTS:

Description

Type

- ▣ Resolution No. 46-R-2021-2022
- ▣ First Amendment FB Storm Lake II, LLC

Resolution
Contract

RESOLUTION NO. 46-R-2021-2022

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF STORM LAKE AND FB STORM LAKE II, LLC

WHEREAS, by Resolution No. 33-R-91-92, adopted September 16, 1991, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Storm Lake Industrial Park Urban Renewal Plan (the “Plan”) for the Storm Lake Industrial Park Urban Renewal Area (the “Area” or “Urban Renewal Area”) described therein, which Plan is on file in the office of the Recorder of Buena Vista County; and

WHEREAS, the Plan has subsequently been amended eight times, most recently by the adoption of Amendment No. 8 to the Plan in 2021; and

WHEREAS, the City of Storm Lake, Iowa (“City”) and FB Storm Lake II, LLC (“Developer”) have previously entered into an Agreement for Private Development dated October 31, 2016 (“Agreement”), a memorandum of which Agreement was recorded with the Buena Vista County Recorder as Document # 162922; and

WHEREAS, pursuant to the Agreement, the City agreed to sell certain property (the “Development Property”) located within the Urban Renewal Area to the Developer, and in exchange, the Developer would cause certain Minimum Improvements to be constructed on the Development Property; and

WHEREAS, the City and Developer desire to amend the Agreement pursuant to a proposed First Amendment to the Agreement (the “First Amendment”) to (i) increase the amount of Developer’s investment in the Minimum Improvements; (ii) increase the amount of the anticipated assessed value after completion of the Minimum Improvements; (iii) extend the deadline for construction of the Minimum Improvements and provide for separate development timelines of the Building 1 Minimum Improvements and Building 2 Minimum Improvements; (iv) extend other dates to correspond to the new development timeline; and (v) increase the aggregate amount of Economic Development Grants that may be paid to the Developer and extend the number of years the Economic Development Grants may be paid to the Developer under the terms and conditions of the Agreement; and

WHEREAS, the First Amendment would provide for the City’s conveyance of several easements to the Developer related to development and operation of the Minimum Improvements; and

WHEREAS, the First Amendment would also require the City to convey a gas utility easement to Interstate Power and Light Company (doing business as Alliant Energy) for the installation of gas utility infrastructure necessary to provide service to the Minimum Improvements on the Development Property; and

WHEREAS, Chapters 15A and 403, Code of Iowa, authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement, as proposed by to be amended by the Amendment, is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement, as proposed by to be amended by the Amendment, and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

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

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Amendment and has considered the extent of objections received from residents or property owners as to said proposed Amendment; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Amendment, including the conveyance of the proposed easements, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Amendment and the City's performance thereunder is in furtherance of appropriate

economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Amendment, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Amendment for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Amendment, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement, as amended by the Amendment, as executed.

PASSED AND APPROVED this 15th day of November, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

**FIRST AMENDMENT
TO
AGREEMENT FOR PRIVATE DEVELOPMENT
BY AND BETWEEN
CITY OF STORM LAKE, IOWA
AND
FB STORM LAKE II, LLC**

THIS FIRST AMENDMENT (“Amendment”) to that certain Agreement for Private Development by and between the CITY OF STORM LAKE, IOWA (“City”), and FB STORM LAKE II, LLC, a Missouri limited liability company (“Developer”), dated October 31, 2016 (“Agreement”), is made as of the _____ day of _____, 2021, between the City and the Developer.

WITNESSETH:

WHEREAS, the City and the Developer previously executed the Agreement and recorded a Memorandum of the Agreement at Document # 162922 in the records of the Recorder of Buena Vista County, Iowa; and

WHEREAS, pursuant to the Agreement, the City agreed to sell certain property (the “Development Property”) located within the Storm Lake Industrial Park Urban Renewal Area to the Developer, and in exchange, the Developer would cause certain Minimum Improvements to be constructed on the Development Property; and

WHEREAS, the City and Developer desire to amend the Agreement to (i) increase the amount of Developer’s investment in the Minimum Improvements; (ii) increase the amount of the anticipated assessed value after completion of the Minimum Improvements; (iii) extend the deadline for construction of the Minimum Improvements and provide for separate development timelines of the Building 1 Minimum Improvements and Building 2 Minimum Improvements; (iv) extend other dates to correspond to the new development timeline; and (v) update the aggregate amount of Economic Development Grants that may be paid to the Developer and extend the number of years the Economic Development Grants may be paid; and

WHEREAS, the parties further desire to provide in this Amendment for the execution of various easements, as contemplated by Section 2.1(f) of the Agreement, addressing pedestrian access between Sunrise Park Road right-of-way to public docks located on Storm Lake and rights of access, egress, and the use and maintenance of the property between the Development Property and the Sunrise Park Road public right-of-way.

NOW THEREFORE, it is agreed by the City and the Developer:

1. Definitions. All capitalized words used herein and not specifically defined shall have the same definitions as in the Agreement. Notwithstanding the foregoing, the following changes are made to the definitions in Article I of the Agreement:

A. The definition of “Minimum Improvements” is hereby replaced with the following:

Minimum Improvements means the construction and development of a residential condominium/apartment facility at the Development Property, including the Building 1 Minimum Improvements and the Building 2 Minimum Improvements, as more particularly described in Exhibit B-1 and depicted in Exhibit B-2. Although the diagrams shown in Exhibit B-2 show three buildings, the Minimum Improvements include the construction of the middle building and the northern-most building only, each anticipated to be a three-floor condominium/apartment building with at least 100 separate condominium/apartment units combined. After construction of the Minimum Improvements, the value of the Renovated Facility for the purpose of this Agreement is expected to be approximately \$14,000,000, but the Buena Vista County Assessor will make the final determination as to the value. The increased value of the Renovated Facility after construction of the Minimum Improvements, over and above \$189,440 (which is the January 1, 2016 assessed value of the Existing Facility (improvement value only)) is the value upon which the Economic Development Grants will be measured.

B. The following two definitions are hereby added to Article I of the Agreement:

Building 1 Minimum Improvements means the northern-most building depicted in Exhibit B-2 that will be constructed by Developer as part of the Minimum Improvements.

Building 2 Minimum Improvements means the middle building depicted in Exhibit B-2 that will be constructed by Developer as part of the Minimum Improvements.

2. Changes to Minimum Improvements. The following provisions of the Agreement are hereby amended in order to amend the terms for development of the Minimum Improvements and provide for development of the Building 1 Minimum Improvements and Building 2 Minimum Improvements on separate timelines:

A. The anticipated amount of Developer’s investment in construction of the Minimum Improvements established in Section 2.2(g) and Section 3.1 of the Agreement (stated as \$14,000,000) is hereby replaced with and amended to \$17,000,000.

B. The construction deadline for the Minimum Improvements established in Section 2.2(k), Section 3.3, and Exhibit B-1 of the Agreement is hereby amended and replaced with two separate construction deadlines for the Building 1 Minimum Improvements and the Building 2 Minimum Improvements. Accordingly, the following provisions of the Agreement are hereby amended as follows:

i. Section 2.2(k) is hereby replaced in its entirety with the following:

k. Developer expects that, barring Unavoidable Delays, the Building 1 Minimum Improvements will be completed by December 1, 2022 and the

remainder of the Minimum Improvements, including the Building 2 Minimum Improvements, will be completed by December 1, 2024.

ii. The first sentence of Section 3.3 is hereby replaced in its entirety with the following:

Subject to Unavoidable Delays, Developer shall cause construction of (i) the Building 1 Minimum Improvements to be undertaken and completed by no later than December 1, 2022, and (ii) the remainder of the Minimum Improvements, including the Building 2 Minimum Improvements, to be undertaken and completed by no later than December 1, 2024; or by such other dates as the parties shall mutually agree upon in writing.

iii. The sentence, “The Minimum Improvements must be completed by December 31, 2020.”, in Exhibit B-1 is hereby replaced in its entirety with the following:

The Building 1 Minimum Improvements must be completed by December 1, 2022, and the remainder of the Minimum Improvements, including the Building 2 Minimum Improvements, must be completed by December 1, 2024.

C. The description of the Minimum Improvements in Exhibit B is hereby replaced in its entirety with the following:

Minimum Improvements means the construction and development of a residential condominium/apartment facility on the Development Property. The Minimum Improvements shall consist of two separate buildings which shall together include a minimum of 100 condominium/apartment units. The Minimum Improvements include (i) the Building 1 Minimum Improvements, which shall contain 51 units and is the northern most building depicted in Exhibit B-2, and (ii) the Building 2 Minimum Improvements, which shall contain 49 units and is the middle building depicted in Exhibit B-2. See the attached Exhibit B-2 showing the footprint for three buildings. The Minimum Improvements required and defined under this Agreement are only the middle and northern most building.

After construction of the Minimum Improvements, the value of the Renovated Facility for the purpose of this Agreement is expected to be approximately \$14,000,000, but the Buena Vista County Assessor will make the final determination as to the value. The increased value of the Renovated Facility after construction of the Minimum Improvements over and above \$189,440 (which is the January 1, 2016 assessed value of the Existing Facility on the Development Property (improvement value only)) is the value upon which the Economic Development Grants will be measured.

3. Other Date Changes. The following provisions of the Agreement are hereby amended in order to correspond to the new timeline for development of the Minimum Improvements:

A. Section 6.6 is hereby replaced in its entirety with the following:

Section 6.6. Employment. At least 1 Full-Time Equivalent Employment Units shall be employed either by Developer or by the property management company hired by Developer to manage the Project at the Minimum Improvements by no later than January 1, 2023, and thereafter either Developer or the property management company hired by Developer to manage the Project shall retain a Monthly Average of at least 1 Full-Time Equivalent Employment Units at the Minimum Improvements until the Termination Date of this Agreement. Developer's Annual Certifications, due beginning on October 15, 2023, shall show that a Monthly Average of at least 1 Full-Time Equivalent Employment Units has been maintained by either the Developer or the property management company hired by Developer at the Minimum Improvements over each twelve (12) month period from November 1 through the next October 1, (or, in the first certification year, an average of at least 1 Full-Time Equivalent Employment Units from January 1, 2023 through October 1, 2023).

"Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months, as shown in Developer's Annual Certification in Section 6.7. Developer shall not receive any Economic Development Grants if the Monthly Average of Full-Time Equivalent Employment Units employed by Developer or the property management company hired by Developer does not meet the requirements of this Section 6.6. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

B. Section 6.7 is hereby replaced in its entirety with the following:

Section 6.7. Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date and value of the first full assessment of the Building 1 Minimum Improvements and of the Building 2 Minimum Improvements; (iii) certification of the number of Full-Time Equivalent Employment Units employed by Developer or the property management company hired by Developer as of October 1 and as of the first day of each of the preceding eleven (11) months (prorated for the first certification); and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect

thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2023 and ending on October 15, 2039, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Amended Exhibit E, as attached to this First Amendment to the Agreement, for the form required for Developer's Annual Certification.

4. Economic Development Grants. In order to (i) provide for the use of incremental taxes generated by the Minimum Improvements for fifteen (15) years, (ii) increase the maximum amount that may be paid as the Economic Development Grants to \$3,100,000, and (iii) provide for the Economic Development Grants to begin prior to the full completion of the Minimum Improvements, the parties agree that:

A. Section 8.2 of the Agreement, regarding Payment Schedule, is hereby deleted in its entirety.

B. Section 8.1, Section 8.3, and Section 8.5 of the Agreement are hereby replaced in their entirety with the following, respectively:

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to fifteen (15) years of consecutive annual payments of Economic Development Grants to Developer, beginning in the first fiscal year in which the City receives Tax Increments into the FB Storm Lake II, LLC TIF Account of the Storm Lake Industrial Park Urban Renewal Tax Increment Revenue Fund of the City following the City's certification of debt related to the Economic Development Grants and ending after fifteen (15) Economic Development Grants have been paid or the total amount paid as Economic Development Grants has reached Three Million One Hundred Thousand Dollars (\$3,100,000) under the following terms and conditions:

The City agrees to certify debt to the County requesting Tax Increments for payment of the Economic Development Grants on or before the December 1st immediately following: (i) the City's issuance of a certificate of occupancy for Building 1 Minimum Improvements (which certificate of occupancy shall be issued pursuant to standard City procedures and regulations) and (ii) the first full assessment of the Building 1 Minimum Improvements, provided the Building 1 Minimum Improvements must have been assessed for at least \$7,000,000 (building/improvement value). Notwithstanding the foregoing, if no certificate of occupancy has been issued for the Building 1 Minimum Improvements by December 1, 2023, then the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Assuming the completion of and issuance of a certificate of occupancy for the Building 1 Minimum Improvements by December 1, 2022 and the first full assessment of the Building 1 Minimum Improvements on January 1, 2023, then the City would certify debt to the Auditor by December 1, 2023 and the Economic Development Grants would

commence on June 1, 2025 and end on June 1, 2039 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2025	100% of Tax Increments for Fiscal Year 2024-2025
June 1, 2026	100% of Tax Increments for Fiscal Year 2025-2026
June 1, 2027	100% of Tax Increments for Fiscal Year 2026-2027
June 1, 2028	100% of Tax Increments for Fiscal Year 2027-2028
June 1, 2029	100% of Tax Increments for Fiscal Year 2028-2029
June 1, 2030	100% of Tax Increments for Fiscal Year 2029-2030
June 1, 2031	100% of Tax Increments for Fiscal Year 2030-2031
June 1, 2032	100% of Tax Increments for Fiscal Year 2031-2032
June 1, 2033	100% of Tax Increments for Fiscal Year 2032-2033
June 1, 2034	100% of Tax Increments for Fiscal Year 2033-2034
June 1, 2035	100% of Tax Increments for Fiscal Year 2034-2035
June 1, 2036	100% of Tax Increments for Fiscal Year 2035-2036
June 1, 2037	100% of Tax Increments for Fiscal Year 2036-2037
June 1, 2038	100% of Tax Increments for Fiscal Year 2037-2038
June 1, 2039	100% of Tax Increments for Fiscal Year 2038-2039

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on the Development Property under the terms of the Ordinance and deposited into the FB Storm Lake II, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Minimum Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the “Economic Development Grants”).

The Parties recognize that the Minimum Improvements consist of the stabilization of the Existing Facility and construction of the Building 1 Minimum Improvements and Building 2 Minimum Improvements, as more particularly described in this Agreement. Total project costs are expected to be approximately \$17,000,000. For the purposes of this Agreement, the January 1, 2016 assessed value of the Existing Facility will not be considered part of the incremental value created by the Minimum Improvements for any Economic Development Grants. The parties agree that the January 1, 2016 assessed value of the Existing Facility (improvement value only) is \$189,440. The parties agree that the increased value after construction of the Minimum Improvements for the purpose of this Agreement is expected to be approximately \$14,000,000, but the Buena Vista County Assessor will make the final determination as to the value.

Section 8.3. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the

specified time period, but in no event shall exceed Three Million One Hundred Thousand Dollars (\$3,100,000) over fifteen (15) years. It is recognized by all parties that the total aggregate amount set forth above is a maximum amount only and that the actual payment amounts will be determined as set forth in Section 8.1 and this Article.

Section 8.5. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- a. compliance with the terms of this Agreement, including, but not limited to, the employment obligations in Section 6.6 of this Agreement, and payment of property taxes; and
- b. timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof; and
- c. an assessed value of the Building 1 Minimum Improvements (building/improvement value only) of at least \$7,000,000 for the assessments imposed on or as of January 1, 2023; and an assessed value of the Building 2 Minimum Improvements and the remainder of the Minimum Improvements (building/improvement value only) of at least \$7,000,000 for the assessments imposed on or as of January 1, 2025, for a total assessment of at least \$14,000,000 (building/improvement value) on the Development Property for the assessments imposed on or as of January 1, 2025.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify Developer for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 8.1 and 8.3.

5. Execution of Easements. The parties agree to execute the easements attached hereto as Exhibit A, to address: (i) rights of access, egress, and on-driveway parking between the Development Property and Sunrise Park Road; (ii) landscaping and other aesthetic and functional characteristics of the property between the Development Property and Sunrise Park Road,

including maintenance of drainage basins in such area; (iii) non-exclusive pedestrian access easements between Sunrise Park Road right-of-way to public docks located on Storm Lake, and (iv) pedestrian access easement between the Development Property and Sunrise Park Road. The Developer agrees to pay the costs for recording these easements.

6. Gas Utility Easement. In order to support the development of the Development Property pursuant to the Agreement, the City agrees to provide a gas utility easement to Interstate Power and Light Company (doing business as Alliant Energy) to allow for the installation of gas utility infrastructure on City-owned property adjacent to the Development Property, which easement shall be substantially in the form attached as Exhibit B to this Amendment.

7. No Further Modifications. Except as modified by this Amendment, all covenants, agreements, terms, and conditions of the Agreement shall remain in full force and effect and are hereby in all respects ratified and affirmed.

8. Counterparts. This Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “pdf” signature page were an original thereof.

IN WITNESS WHEREOF, the City has caused this Amendment 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 Amendment to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

(SEAL) CITY OF STORM LAKE, IOWA

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Michael 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 First Amendment – City of Storm Lake, Iowa]

FB STORM LAKE II, LLC,
a Missouri limited liability company

By: Shawn Foutch
Shawn Foutch, Manager

STATE OF Iowa)
COUNTY OF Polk) SS

On this 2nd day of November, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake II, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Meg E. Foutch
Notary Public in and for the State of Iowa

[Signature page to First Amendment – FB Storm Lake II, LLC]



EXHIBIT A
EASEMENTS TO DEVELOPER

[see following pages]

Prepared by: Jenna H.B. Sabroske, 100 Court Ave., Suite 600, Des Moines, Iowa, 50309-2231 (515) 243-7611
Return to: City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, IA 50588

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement is dated _____, 2021 and is between the City of Storm Lake, Iowa (“**City**”), and FB Storm Lake II, LLC, a Missouri limited liability company (“**Developer**”).

WHEREAS, the Developer is developing certain real property (the “**Benefitted Property**”) legally described as follows:

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N½NEFrac¼) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the southeast corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57’36” West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said south line, South 88°57’36” West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Miscellaneous Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08’30” West, 133.80 Feet; thence North 36°18’01” West, 264.00 Feet; thence North 44°23’22” West, 376.74 Feet; thence North 49°58’48” West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01’12” East, 170.00 Feet; thence South 49°58’48” East, 28.30 Feet; thence South 44°23’22” East, 397.06 Feet; thence South 36°18’01” East, 298.64 Feet; thence South 21°08’30” East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record.

which Benefitted Property is being developed into a residential condominium/apartment facility; and

WHEREAS, the City is willing to provide the Developer and the residents of the residential condominium/apartment facility on the Benefitted Property (the “**Residents**”) with the easement interests described herein, to provide for access to public-right-of-way across the following City-owned property (the “**Burdened Property**”):

A FORTY-FOUR FOOT (44') EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP

90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA LYING TWENTY-TWO FEET (22') EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1060.40 feet to the Southwest (SW) corner of a previously described parcel which appears of record as Document Number 061592 in the office of the Buena Vista County Recorder: Thence North 21 ° 08' 30" West, along the West line of said parcel 133.80 feet; Thence continuing along said West line, North 36° 18' 01" West, 11.18 feet to the Point of Beginning. Thence South 69° 20' 52" West, 298.10 feet to the East line of Sunrise Park Road and there terminating.

AND

A THIRTY FOOT (30') EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA LYING FIFTEEN FEET (15') EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1060.40 feet to the Southwest (SW) corner of a previously described parcel which appears of record as Document Number 061592 in the office of the Buena Vista County Recorder: Thence North 21 ° 08' 30" West, along the West line of said parcel 133.80 feet; Thence continuing along said West line, North 36° 18' 01" West, 264.00 feet; Thence continuing along said West line, North 44° 23' 22" West, 270.58 feet to the Point of Beginning. Thence South 54° 42' 00" West, 170.04 feet to the East line of Sunrise Park Road and there terminating.

NOW THEREFORE, the parties agree as follows:

1. **Grant of Easement.** The City hereby conveys to the Developer and the Residents, and their invitees, a public access easement (the "**Easement**") for unrestricted ingress and egress across the Burdened Property to reach the Benefitted Property.
2. **City's Use of the Burdened Property.** The City shall have the right to use the Burdened Property in such a way that does not impair the use of the Burdened Property by the Developer and the Residents, and their invitees.
3. **Restrictions.** The City shall ensure that no improvements will be constructed on the Burdened Property that would impair use of the Burdened Property for access to and from the Benefitted Property as described herein. The City shall ensure that nothing will be done to prohibit or discourage the free and uninterrupted access across the Burdened Property by the Developer and the Residents, and their invitees.
4. **Construction and Maintenance Expenses.** The Developer shall have the right to construct, use, and operate paved access road(s)/driveway(s) and parking area(s) on the Burdened Property in a location mutually agreed to by the City and the Developer and in accordance with any standard City requirements for such improvements in effect at the time of construction of the road. Developer shall maintain any such improvements, including removal of any structure, material, device, snow, ice, or vegetative growth which might reasonably be expected to obstruct, impede, or otherwise interfere with safe

and normal travel or use over any path thereon, and shall cause reasonably necessary repair and replacements of such improvements, all at Developer's sole cost and expense.

5. **Indemnification.** The Developer shall indemnify, defend, and hold the City, its elected officials, employees, officers, agents, representatives, and attorneys harmless from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind arising out of or in connection with the use of the Easement under this agreement by Developer, the Residents, or their invitees.

6. **Easement and Covenants Run with the Land.** The Benefitted Property and the Burdened Property shall be held and conveyed subject to the terms of this agreement, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any interest in said properties, or any part thereof, and their respective successors and assigns.

7. **Amendment; Modification.** The Easement may be amended by the written agreement of all the record titleholders of the Benefitted Parcel and the Burdened Property. Any such modification or amendment shall be effective when duly recorded in the records of the Recorder of Buena Vista County, Iowa.

8. **Governing Law.** In the event of a dispute, this agreement shall be construed and enforced in accordance with the laws of the State of Iowa and the parties hereby consent to the jurisdiction of the parties and the subject matter being in Buena Vista County, Iowa.

9. **Words and Phrases.** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

The parties are signing this agreement as of the date stated in the introductory clause.

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

CITY: CITY OF STORM LAKE, IOWA

(SEAL)

By: _____
Michael Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

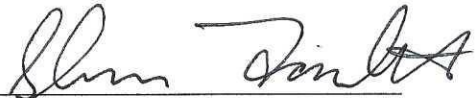
STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Michael 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

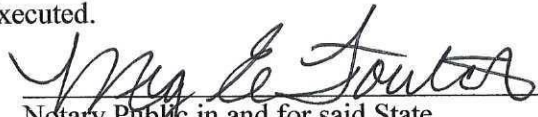
[City's Signature Page to Driveway Access Easement]

DEVELOPER: FB STORM LAKE II, LLC,
a Missouri limited liability company

By: 
Shawn Foutch, Manager

STATE OF Iowa)
COUNTY OF Polk) SS

On this 2nd day of November, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake II, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.


Notary Public in and for said State

[Developer's Signature Page to Driveway Access Easement]



Prepared by: Jenna H.B. Sabroske, 100 Court Ave., Suite 600, Des Moines, Iowa, 50309-2231 (515) 243-7611
Return to: City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, IA 50588

PEDESTRIAN TRAIL EASEMENT AGREEMENT

This Pedestrian Trail Easement Agreement is dated _____, 2021 and is between the City of Storm Lake, Iowa (“**City**”), and FB Storm Lake II, LLC, a Missouri limited liability company (“**Developer**”).

WHEREAS, the Developer is developing certain real property (the “**Benefitted Property**”) legally described as follows:

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N½NEFrac¼) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the southeast corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57’36” West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said south line, South 88°57’36” West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Miscellaneous Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08’30” West, 133.80 Feet; thence North 36°18’01” West, 264.00 Feet; thence North 44°23’22” West, 376.74 Feet; thence North 49°58’48” West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01’12” East, 170.00 Feet; thence South 49°58’48” East, 28.30 Feet; thence South 44°23’22” East, 397.06 Feet; thence South 36°18’01” East, 298.64 Feet; thence South 21°08’30” East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record.

which Benefitted Property is being developed into a residential condominium/apartment facility; and

WHEREAS, the City is willing to provide the Developer and the residents of the residential condominium/apartment facility on the Benefitted Property (the “**Residents**”) with the easement interests described herein, to provide for access to public docks located on Storm Lake across the following City-owned property (the “**Burdened Property**”):

A TEN FOOT (10') EASEMENT FOR PEDESTRIAN ACCESS OVER AND ACROSS A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP 90 NORTH,

RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA LYING FIVE FEET (5') EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1446.82 feet to the West line of Sunrise Park Road; Thence North 15° 01' 09" West, along said West line, 78.51 feet; Thence continuing along said West line on the arc of a 830.00 foot radius curve, concave westerly, 253.00 feet to the Point of Beginning. Thence South 57° 14' 40" West, 100.00 feet, more or less to the ordinary high water line of Storm Lake, and there terminating.

AND

A TEN FOOT (10') EASEMENT FOR PEDESTRIAN ACCESS OVER AND ACROSS A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA LYING FIVE FEET (5') EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1446.82 feet to the West line of Sunrise Park Road; Thence North 15° 01' 09" West, along said West line, 78.51 feet; Thence continuing along said West line on the arc of a 830.00 foot radius curve, concave westerly, 424.36 feet; Thence continuing along said West line, North 44° 18' 47" West, 14.00 feet to the Point of Beginning. Thence South 45° 05' 14" West, 97.00 feet more or less to the ordinary high water line of Storm Lake, and there terminating.

NOW THEREFORE, the parties agree as follows:

1. **Grant of Easement.** The City hereby conveys to the Developer and the Residents, and their invitees, a non-exclusive public access easement (the "**Easement**") for pedestrian ingress and egress across the Burdened Property to reach public docks located on Storm Lake. No licensed vehicles shall be permitted to use the Easement.
2. **City's Use and Public Use of the Burdened Property.** The City shall have the right to use the Burdened Property in such a way that does not impair the use of the Burdened Property by the Developer and the Residents, and their invitees. The Easement granted herein is non-exclusive; the parties expressly agree that the public may also use the Burdened Property to reach the public docks located on Storm Lake.
3. **Restrictions.** The City shall ensure that no improvements will be constructed on the Burdened Property that would impair use of the Burdened Property as described herein. The City shall ensure that nothing will be done to prohibit or discourage the free and uninterrupted pedestrian access across the Burdened Property by the Developer and the Residents, and their invitees.
4. **Construction and Maintenance Expenses.** The Developer shall have the right to construct, use, and operate paved trails on the Burdened Property in a location mutually agreed to by the City and the Developer and in accordance with any standard City requirements for the trail in effect at the time of construction of the road. Developer shall maintain trail, including removal of any structure, material, device, snow, ice, or vegetative growth which might reasonably be expected to obstruct, impede, or

otherwise interfere with safe and normal pedestrian travel or recreational use over the trail, at Developer's sole cost and expense. Developer shall cause reasonably necessary repairs to and replacements of the trail, and the parties agree to share the costs of such repairs and replacements equally (50% and 50%); provided, however, that Developer shall seek the City's prior written approval for any repairs and replacements before commencing such repairs or replacements. If Developer fails to obtain the City's written approval for any repairs and replacements prior to commencing such repairs or replacements, then such repairs and replacements shall be completed at the Developer's sole cost and expense. Further, if any repairs or replacements would require the City to seek bids for the improvements, then the City shall cause the improvements through contracts awarded by public bidding and the Developer shall reimburse the City for 50% of the costs of such contracts.

5. **Indemnification.** The Developer shall indemnify, defend, and hold the City, its elected officials, employees, officers, agents, representatives, and attorneys harmless from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind arising out of or in connection with the use of the Easement under this agreement by Developer, the Residents, or their invitees.

6. **Easement and Covenants Run with the Land.** The Benefitted Property and the Burdened Property shall be held and conveyed subject to the terms of this agreement, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any interest in said properties, or any part thereof, and their respective successors and assigns.

7. **Amendment; Modification.** The Easement may be amended by the written agreement of all the record titleholders of the Benefitted Parcel and the Burdened Property. Any such modification or amendment shall be effective when duly recorded in the records of the Recorder of Buena Vista County, Iowa.

8. **Governing Law.** In the event of a dispute, this agreement shall be construed and enforced in accordance with the laws of the State of Iowa and the parties hereby consent to the jurisdiction of the parties and the subject matter being in Buena Vista County, Iowa.

9. **Words and Phrases.** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

The parties are signing this agreement as of the date stated in the introductory clause.

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

CITY: CITY OF STORM LAKE, IOWA

(SEAL)

By: _____
Michael Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Michael 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

[City's Signature Page to Pedestrian Trail Access Easement]

DEVELOPER: FB STORM LAKE II, LLC,
a Missouri limited liability company

By: 
Shawn Foutch, Manager

STATE OF Iowa)
) SS
COUNTY OF Polk)

On this 20 day of November, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake II, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.


Notary Public in and for said State

[Developer's Signature Page to Pedestrian Trail Access Easement]



Prepared by: Jenna H.B. Sabroske, 100 Court Ave., Suite 600, Des Moines, Iowa, 50309-2231 (515) 243-7611
Return to: City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, IA 50588

DRAINAGE BASIN EASEMENT AGREEMENT

This Drainage Basin Easement Agreement is dated _____, 2021 and is between the City of Storm Lake, Iowa (“**City**”), and FB Storm Lake II, LLC, a Missouri limited liability company (“**Developer**”).

WHEREAS, the Developer is developing certain real property (the “**Benefitted Property**”) legally described as follows:

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N½NEFrac¼) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the southeast corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57’36” West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said south line, South 88°57’36” West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Miscellaneous Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08’30” West, 133.80 Feet; thence North 36°18’01” West, 264.00 Feet; thence North 44°23’22” West, 376.74 Feet; thence North 49°58’48” West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01’12” East, 170.00 Feet; thence South 49°58’48” East, 28.30 Feet; thence South 44°23’22” East, 397.06 Feet; thence South 36°18’01” East, 298.64 Feet; thence South 21°08’30” East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record.

which Benefitted Property is being developed into a residential condominium/apartment facility; and

WHEREAS, the City is willing to provide the Developer with the easement interests described herein, across the following City-owned property (the “**Easement Area**”):

AN EASEMENT FOR USE AND MAINTENANCE OF DRAINAGE BASINS AND APPURTENANT STRUCTURES OVER AND ACROSS A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP 90 NORTH, RANGE 37

WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1060.40 feet to the Southwest (SW) corner of a previously described parcel which appears of record as Document Number 061592 in the office of the Buena Vista County Recorder, being also the Point of Beginning. Thence North 21° 08' 30" West, along the West line of said parcel 133.80 feet; Thence continuing along said West line, North 36° 18' 01" West, 264.00 feet; Thence continuing along said West line, North 44° 23' 22" West, 376.74 feet; Thence continuing along said West line, extended northerly, North 49° 58' 48" West, 62.26 feet; Thence South 46° 48' 32" West, 159.85 feet to the East line of Sunrise Park Road; Thence South 44° 20' 08" East, along said East line, 86.70 feet; Thence continuing along said East line of the arc of a 890.00 foot radius curve concave westerly, 455.03 feet, said curve having a chord which bears South 29° 41' 20" East for 450.09 feet; Thence continuing along said East line, South 15° 02' 29" East, 93.48 feet to the South line of Government Lot One (1); Thence North 88° 57' 36" East, along said South line, 324.58 feet to the Point of Beginning.

Easement area contains 3.69 acres.

NOW THEREFORE, the parties agree as follows:

1. **Grant of Easement.** The City hereby conveys to the Developer a limited and nonexclusive easement (the "**Easement**") to construct, install, operate, maintain, and access certain drainage basins required to be constructed, installed, and maintained in the Easement Area.
2. **City's Use of the Burdened Property.** The City shall have the right to use the Easement Area in such a way that does not impair the use of the Easement Area by the Developer.
3. **Restrictions.** The City shall ensure that no improvements will be constructed on the Easement Area that would impair use or maintenance of the Easement Area as described herein.
4. **Construction and Maintenance Expenses.** At Developer's sole cost and expense, the Developer shall construct, install, operate, and maintain two drainage basins in the Easement Area in a location mutually agreed to by the City and the Developer and in accordance with any standard City requirements for such drainage basins in effect at the time of construction. Developer shall complete all required maintenance, repair, and replacement for such drainage basins. Developer shall maintain the Easement Area, including landscaping and mowing the Easement Area and removal of any structure, material, device, snow, ice, or vegetative growth which might reasonably be expected to obstruct, impede, or otherwise interfere with use and property maintenance of the drainage basins. Specifically, in carrying out the foregoing maintenance responsibilities, the Developer shall routinely complete the following maintenance obligations:
 - Verify that the outfall channel from the north to south pond is functioning properly.
 - Remove woody growth or plant obstructions to inlets and outfalls in both ponds.
 - Inspect for erosion of side slopes of ponds.
 - Inspect manhole lids and frames for damage.
 - Inspect inlet and outfall areas for sediment buildup.

- Check sides of ponds for animal burrows, especially the area between the ponds.
- Inspect inlet trash guards for debris and corrosion or broken sections.
- Look for signs of pollution such as sheen on the surface of the water or floating debris.
- Inspect for sediment buildup in the main basins of the ponds.
- Inspect for invasive plants.
- Fertilizer and herbicide application must be done by licensed applicators.

5. **Landscaping.** In connection with the Developer's obligation to landscape the Easement Area, Developer shall not complete any landscaping work without previously submitting site plans for such landscaping to the City, and receiving written approval from the City for such landscaping plans.

6. **Right of Access.** The Developer may access the Easement Area for the purposes of carrying out its obligations under this agreement.

7. **Indemnification.** The Developer shall indemnify, defend, and hold the City, its elected officials, employees, officers, agents, representatives, and attorneys harmless from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind arising out of or in connection with the use of the Easement under this agreement by Developer or Developer's contractors, agents, or invitees.

8. **Easement and Covenants Run with the Land.** The Benefitted Property and the Easement Area shall be held and conveyed subject to the terms of this agreement, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any interest in said properties, or any part thereof, and their respective successors and assigns.

9. **Amendment; Modification.** The Easement may be amended by the written agreement of all the record titleholders of the Benefitted Parcel and the Easement Area. Any such modification or amendment shall be effective when duly recorded in the records of the Recorder of Buena Vista County, Iowa.

10. **Governing Law.** In the event of a dispute, this agreement shall be construed and enforced in accordance with the laws of the State of Iowa and the parties hereby consent to the jurisdiction of the parties and the subject matter being in Buena Vista County, Iowa.

11. **Words and Phrases.** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

The parties are signing this agreement as of the date stated in the introductory clause.

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

CITY: CITY OF STORM LAKE, IOWA

(SEAL)

By: _____
Michael Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

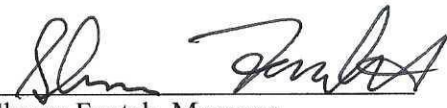
STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Michael 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

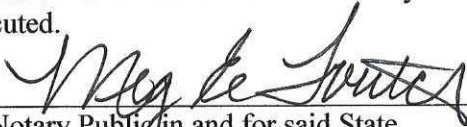
[City's Signature Page to Driveway Access Easement]

DEVELOPER: FB STORM LAKE II, LLC,
a Missouri limited liability company

By: 
Shawn Foutch, Manager

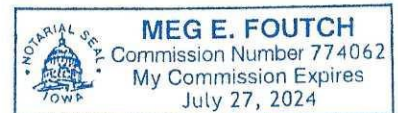
STATE OF Iowa)
COUNTY OF Polk) SS

On this 2nd day of November, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake II, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.


Notary Public in and for said State

[Developer's Signature Page to ~~Driveway Access Easement~~

Drainage Basin
B.F.



Prepared by: Jenna H.B. Sabroske, 100 Court Ave., Suite 600, Des Moines, Iowa, 50309-2231 (515) 243-7611
Return to: City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, IA 50588

PEDESTRIAN/RECREATIONAL TRAIL EASEMENT AGREEMENT

This Pedestrian/Recreational Trail Easement Agreement is dated _____, 2021 and is between the City of Storm Lake, Iowa (“**City**”), and FB Storm Lake II, LLC, a Missouri limited liability company (“**Developer**”).

WHEREAS, the Developer is developing certain real property (the “**Benefitted Property**”) legally described as follows:

A tract of land located in Government Lot One (1), being a part of the North Half of the Northeast Fractional Quarter (N½NEFrac¼) of Section Eleven (11), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the southeast corner of Government Lot One (1) of said Section Eleven (11); thence on a true bearing of South 88°57’36” West, along the south line of said Government Lot One (1), 879.37 Feet to the point of beginning; thence continuing along said south line, South 88°57’36” West, 181.03 Feet to the original ordinary high water line of Storm Lake, as shown on a survey plat prepared by Charles A. Tapley recorded in Miscellaneous Book 26, on Page 775, in the office of the Buena Vista County Recorder; thence along said ordinary high water line the following courses: North 21°08’30” West, 133.80 Feet; thence North 36°18’01” West, 264.00 Feet; thence North 44°23’22” West, 376.74 Feet; thence North 49°58’48” West, 20.00 Feet; thence departing from said ordinary high water line along a line bearing North 40°01’12” East, 170.00 Feet; thence South 49°58’48” East, 28.30 Feet; thence South 44°23’22” East, 397.06 Feet; thence South 36°18’01” East, 298.64 Feet; thence South 21°08’30” East, 218.64 Feet to the point of beginning. Tract contains 3.39 acres and is subject to easements of record.

which Benefitted Property is being developed into a residential condominium/apartment facility; and

WHEREAS, the City is willing to provide the Developer and the residents of the residential condominium/apartment facility on the Benefitted Property (the “**Residents**”) with the easement interests described herein, to provide for pedestrian and recreational use across and upon the following City-owned property (the “**Burdened Property**”):

A THIRTY-ONE FOOT (31') EASEMENT FOR A PEDESTRIAN AND RECREATIONAL TRAIL OVER AND ACROSS A PART OF THE GOVERNMENT LOT

ONE (1) IN SECTION 11, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA LYING FIFTEEN AND FIVE TENTHS FEET (15.5') EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE;

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1060.40 feet to the Southwest (SW) corner of a previously described parcel which appears of record as Document Number 061592 in the office of the Buena Vista County Recorder: Thence North 21° 08' 30" West, along the West line of said parcel 133.80 feet; Thence continuing along said West line, North 36° 18' 01" West, 50.13 feet to the Point of Beginning. Thence South 69° 20' 52" West, 283.91 feet to the East line of Sunrise Park Road and there terminating.

NOW THEREFORE, the parties agree as follows:

1. **Grant of Easement.** The City hereby conveys to the Developer and the Residents, and their invitees, an access easement (the "**Easement**") for pedestrian ingress and egress across and recreational use upon the Burdened Property. No motorized vehicles shall be permitted to use the Easement.
2. **City's Use and Public Use of the Burdened Property.** The City shall have the right to use the Burdened Property in such a way that does not impair the use of the Burdened Property by the Developer and the Residents, and their invitees.
3. **Restrictions.** The City shall ensure that no improvements will be constructed on the Burdened Property that would impair use of the Burdened Property as described herein. The City shall ensure that nothing will be done to prohibit or discourage the free and uninterrupted pedestrian access across and recreational use upon the Burdened Property by the Developer and the Residents, and their invitees.
4. **Construction and Maintenance Expenses.** The Developer shall have the right to construct, use, and operate paved trails on the Burdened Property in a location mutually agreed to by the City and the Developer and in accordance with any standard City requirements for the trail in effect at the time of construction of the road. Developer shall maintain trail, including removal of any structure, material, device, snow, ice, or vegetative growth which might reasonably be expected to obstruct, impede, or otherwise interfere with safe and normal pedestrian travel or recreational use over the trail, at Developer's sole cost and expense. Developer shall cause reasonably necessary repairs to and replacements of the trail, and the parties agree to share the costs of such repairs and replacements equally (50% and 50%); provided, however, that Developer shall seek the City's prior written approval for any repairs and replacements before commencing such repairs or replacements. If Developer fails to obtain the City's written approval for any repairs and replacements prior to commencing such repairs or replacements, then such repairs and replacements shall be completed at the Developer's sole cost and expense. Further, if any repairs or replacements would require the City to seek bids for the improvements, then the City shall cause the improvements through contracts awarded by public bidding and the Developer shall reimburse the City for 50% of the costs of such contracts.
5. **Indemnification.** The Developer shall indemnify, defend, and hold the City, its elected officials, employees, officers, agents, representatives, and attorneys harmless from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind arising out of or in connection with the use of the Easement under this agreement by Developer, the Residents, or their invitees.

6. **Easement and Covenants Run with the Land.** The Benefitted Property and the Burdened Property shall be held and conveyed subject to the terms of this agreement, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any interest in said properties, or any part thereof, and their respective successors and assigns.

7. **Amendment; Modification.** The Easement may be amended by the written agreement of all the record titleholders of the Benefitted Parcel and the Burdened Property. Any such modification or amendment shall be effective when duly recorded in the records of the Recorder of Buena Vista County, Iowa.

8. **Governing Law.** In the event of a dispute, this agreement shall be construed and enforced in accordance with the laws of the State of Iowa and the parties hereby consent to the jurisdiction of the parties and the subject matter being in Buena Vista County, Iowa.

9. **Words and Phrases.** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

The parties are signing this agreement as of the date stated in the introductory clause.

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

CITY: CITY OF STORM LAKE, IOWA

(SEAL)

By: _____
Michael Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

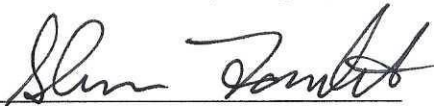
STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Michael 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

[City's Signature Page to Pedestrian/Recreational Trail Access Easement]

DEVELOPER: FB STORM LAKE II, LLC,
a Missouri limited liability company

By: 
Shawn Foutch, Manager

STATE OF Iowa)
COUNTY OF Polk) SS

On this 2nd day of November, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Shawn Foutch, to me personally known, who, being by me duly sworn, did say that he is the Manager of FB Storm Lake II, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said Shawn Foutch as such Manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.


Notary Public in and for said State

[Developer's Signature Page to Pedestrian/Recreational Trail Access Easement]



EXHIBIT B
GAS UTILITY EASEMENT

[see following pages]

Prepared by: Jenna H.B. Sabroske, 100 Court Ave., Suite 600, Des Moines, Iowa, 50309-2231 (515) 243-7611
Return to: City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, IA 50588

GAS UTILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner, **CITY OF STORM LAKE, IOWA**, an Iowa municipal corporation (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto **INTERSTATE POWER AND LIGHT COMPANY**, doing business as Alliant Energy, an Iowa corporation (hereinafter called "Grantee"), a perpetual easement and right-of-way under, over, on, through, across, and within the following described real estate:

A TEN FOOT (10') EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF A GAS LINE AND APPURTENANT STRUCTURES OVER, UNDER AND ACROSS A PART OF THE GOVERNMENT LOT ONE (1) IN SECTION 11, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA LYING FIVE FEET (5') EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE;

Commencing at the Southeast (SE) corner Government Lot One (1) in said Section 11; Thence South 88° 57' 36" West, along the South line of said Government Lot One (1), 1060.40 feet to the Southwest (SW) corner of a previously described parcel which appears of record as Document Number 061592 in the office of the Buena Vista County Recorder: Thence North 21° 08' 30" West, along the West line of said parcel 133.80 feet; Thence continuing along said West line, North 36° 18' 01" West, 264.00 feet; Thence continuing along said West line, North 44° 23' 22" West, 376.74 feet; Thence North 49° 58' 48" West, 20.00; Thence continuing North 49° 58' 48" West, 5.00 feet to the Point of Beginning. Thence North 40° 01' 12" East, 170.00 feet and there terminating.

(hereinafter called "Easement Area"), for the purpose of the Grantee constructing, reconstructing, repairing, replacing, inspecting, and maintaining gas utility infrastructure, together with all necessary structures and appurtenances thereto, under, over, on, through, across, and within said Easement Area. This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES AND OBSTRUCTIONS PROHIBITED.** Grantor and Grantee, and their successors, assigns, and transferees, shall not erect any fence or

other structure under, over, on, through, across, or within the Easement Area without obtaining the prior written consent of the other party, nor shall either party cause or permit any obstruction, planting, or material to be placed under, over, on, through, across, or within the Easement Area without obtaining the prior written consent of the other party.

2. **CHANGE OF GRADE PROHIBITED.** Grantor and Grantee, and their successors, assigns, and transferees, shall not change the grade, elevation, or of any part of the Easement Area without obtaining the prior written consent of the other party. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
3. **USE, RIGHT OF ACCESS, AND MAINTENANCE.** Grantee shall have the right to use the Easement Area or allow the use of the Easement Area by its employees, contractors, or licensees to install, lay, construct, reconstruct, operate, maintain, and remove gas utility infrastructure below the surface of the ground, and other ancillary equipment or appurtenances above the surface of the ground as may be necessary for the purpose of serving property with gas service. Grantee shall further have the right to trim, cut down, and remove such trees, brush, saplings, and bushes as may interfere with the proper construction, maintenance, operation, or removal of said facilities, equipment, and appurtenances; and the right of reasonable ingress and egress for all of the purposes aforesaid. Grantee shall properly and promptly backfill any trench made by it, ensuring no subsidence. Grantee shall restore any property disturbed hereunder to its pre-existing condition, reasonable wear and tear excepted and repair any damages caused by them within the Easement Area.
4. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the Grantor, its employees, agents, or its representatives, the Grantor shall not be liable to Grantee for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon. Grantee agrees to indemnify and hold Grantor, and Grantor's employees, agents, and representatives, harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent acts or omissions of Grantors or Grantors' employees, agents, or representatives.
6. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the Grantee, its successors and assigns, and its permittees and licensees.
7. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's successors, assigns, and transferees.

Grantor does hereby covenant with the Grantee that Grantor has good and lawful authority to convey this easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

GRANTOR: CITY OF STORM LAKE, IOWA

(SEAL)

By: _____
Michael Porsch, Mayor

ATTEST:

By: _____
Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Michael 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

[City's Signature Page to Gas Utility Easement]

ACCEPTANCE BY GRANTEE:

GRANTEE: INTERSTATE POWER AND LIGHT
COMPANY, doing business as Alliant Energy, an Iowa
corporation

By: _____

Name: _____

Its: _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared _____, who, being by me duly sworn, did say that s/he is the _____ of Interstate Power and Light Company, an Iowa corporation, and that said instrument was signed on behalf of said corporation; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by her/him voluntarily executed.

Notary Public in and for the State of Iowa

[Interstate Power and Light Company's Acceptance of Gas Utility Easement]

AMENDED EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 of the Agreement as follows:

(i) all ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Building 1 Minimum Improvements (building only) were first fully assessed on January 1, 20____, at a full assessment value of \$_____, and the Building 2 Minimum Improvements (building only) were first fully assessed on January 1, 20____, at a full assessment value of \$_____;

(iii) The total number of Full-Time Equivalent Employment Units employed by Developer at the Minimum Improvements as of October 1, 20____ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__:	_____	April 1, 20__:	_____
September 1, 20__:	_____	March 1, 20__:	_____
August 1, 20__:	_____	February 1, 20__:	_____
July 1, 20__:	_____	January 1, 20__:	_____
June 1, 20__:	_____	December 1, 20__:	_____
May1, 20__:	_____	November 1, 20__:	_____

(iv) the undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certifies that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

[Remainder of page intentionally left blank; signature page follows]

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

FB STORM LAKE II, LLC,
a Missouri limited liability company

By: _____
Shawn Foutch, Manager

Attachments: Proof of payment of taxes

[Signature page to Developer Annual Certification –FB Storm Lake II, LLC]

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Staff Summary

11/15/2021

Agenda Item # 19.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Work Session-Public Information and Outreach**

BACKGROUND: The City Staff will update City Council on Public Information and Outreach efforts.

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

Staff Summary

11/15/2021

Agenda Item # 20.



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

REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:
1. Economic Development

FISCAL IMPACT: No Fiscal Impact at this time.

RECOMMENDATION: Concurrence for each item to be considered for a specified City Council Meeting work session or deny work session consideration for the following items:
1. None at this time